



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN - 06

Ref: PSER:SCT:NBN-C2080:TCN-06

Date: 09-11-2020

| Sub | Tender Change Notice (TCN) - 06 | |
|-----|--|---|
| Job | Construction of 4 nos 150 M Tall Single Flue RCC Chimney with Borosilicate Glass Block Lining System on MS Flue Can (excluding pile) at 4x250 MW BRBCL Nabinagar TPP FGD, Bihar. | |
| Ref | 1.0 | Tender no: PSER:SCT:NBN-C2080:20 |
| | 2.0 | BHEL's NIT, vide reference no: PSER:SCT:NBN-C2080:8232, Date: 28-10-2020. |
| | 3.0 | BHEL's TCN- 01, vide ref. no. PSER: SCT: NBN-C2080:TCN-01, Date: 02-11-2020 |
| | 4.0 | BHEL's TCN- 02, vide ref. no. PSER: SCT: NBN-C2080:TCN-02, Date: 05-11-2020 |
| | 5.0 | BHEL's TCN- 03, vide ref. no. PSER: SCT: NBN-C2080:TCN-03, Date: 06-11-2020 |
| | 6.0 | BHEL's TCN- 04, vide ref. no. PSER: SCT: NBN-C2080:TCN-04, Date: 07-11-2020 |
| | 7.0 | BHEL's TCN- 05, vide ref. no. PSER: SCT: NBN-C2080:TCN-05, Date: 07-11-2020 |
| | 8.0 | Other References, if any. |

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, TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE) is attached, superseding Volume-IF-TCC-CML-Rev-00, TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE) issued earlier along with NIT. Bidders are requested to go through entire volume before submitting their offer.
2. Revised 'No deviation certificate' is attached. Bidder to submit 'No deviation certificate' as per attached 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)

POWER SECTOR EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : (033) 2339-8000/ 2339 8231

| | | |
|---------------------------------|--|--------------|
| TENDER NO PSER:SCT:NBN-C2080:20 | | |
| VOLUME-IF-TCC-CML REV-01 | TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE) | PAGE 1 OF 35 |

CONTENT

| CLAUSE NO | DESCRIPTION |
|--|--|
| 1.0 | PROJECT SYNOPSIS AND GENERAL INFORMATION |
| 2.0 | SITE VISIT |
| 3.0 | SCOPE OF WORK |
| 4.0 | DEVIATIONS/CLARIFICATIONS |
| 5.0 | DEWATERING |
| 6.0 | LAND |
| 7.0 | WATER |
| 8.0 | ELECTRICITY |
| 9.0 | CONSUMABLE |
| 10.0 | TEST CERTIFICATES |
| 11.0 | IMTE |
| 12.0 | QUALITY CONTROL & QUALITY ASSURANCE |
| 13.0 | OCCUPATIONAL HEALTH, SAFETY & ENVIRONMENT MANAGEMENT |
| 14.0 | PROJECT MANAGEMENT/ CONSTRUCTION MANAGEMENT |
| 15.0 | TEST CERTIFICATE FOR T&P |
| 16.0 | T&P TO BE PROVIDED BY BHEL |
| 17.0 | MATERIAL HANDLING (BHEL ISSUED MATERIAL) |
| 18.0 | ISSUE OF MATERIALS |
| 19.0 | RETURN OF MATERIALS |
| 20.0 | MATERIAL CONSUMPTION AND WASTAGE |
| 21.0 | RECONCILIATION OF BHEL ISSUED MATERIALS |
| 22.0 | RECOVERY OF MATERIAL |
| 23.0 | CONSTRUCTION OF TEMPORARY OFFICE, STORES ETC |
| 24.0 | TOOLS & PLANTS (TO BE PROVIDED BY CONTRACTOR) |
| 25.0 | CIVIL LABORATORY |
| 26.0 | CONSTRUCTION SCHEDULE |
| 27.0 | COMPLETION PERIOD |
| 28.0 | CERTIFICATE TOWARDS COMPLETION |
| 29.0 | EXTENSION OF TIME FOR COMPLETION |
| 30.0 | MOBILIZATION ADVANCE/ INTEREST BEARING RECOVERABLE ADVANCE |
| 31.0 | SECURITY DEPOSIT & PERFORMANCE BOND |
| 32.0 | REVISION ON ACCEPTED CONTRACT RATE |
| 33.0 | LIQUIDATED DAMAGE/PENALTY |
| 34.0 | CONTRACT PRICE |
| 35.0 | TAXES AND DUTIES |
| 36.0 | INTERIM PAYMENTS |
| 37.0 | PRICE VARIATION CLAUSE |
| 38.0 | OVER RUN CHARGES |
| 39.0 | METHOD OF MEASUREMENT |
| 40.0 | EXTRA/ ADDITIONAL ITEMS OF WORK |
| 41.0 | DESIGN OFFICE AND FABRICATION DRAWING |
| 42.0 | FABRICATION |
| 43.0 | INSURANCE |
| 44.0 | GUARANTEE |
| 45.0 | OTHER TERMS |
| ANNEXURE - A & A1 : : LIST OF EQUIPMENTS FOR CIVIL SITE LABORATORY | |
| ANNEXURE - B : : LIST OF STRUCTURAL DETAILER FOR CHIMNEY | |

| | | |
|---------------------------------|--|--------------|
| TENDER NO PSER:SCT:NBN-C2080:20 | | |
| VOLUME-IF-TCC-CML REV-01 | TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE) | PAGE 2 OF 35 |

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

| CLAUSE NO | DESCRIPTION |
|-----------|--|
| 1.1 | <p>PROJECT SYNOPSIS AND GENERAL INFORMATION</p> <p>NTPC (for BHARATIYA RAIL BIJLEE COMPANY LTD.) is setting up four units of 4x250 MW Thermal Power station (coal based) at Nabinagar, District- Aurangabad, State of Bihar.</p> <p>The Plant site is located at North: 24 deg. 42' 30" (N) and East: 84 deg. 05' 36" (E). Nearest Railway station is Dehri-On-Sone which is approx. 30 KM away from the project site. The nearest major town Aurangabad is located at a distance of about 50 Kms. from Project site.</p> <p>Nearest Railway Station: Dehri-On-Sone Railway Station (Approx. 30 KMs from the Plant)</p> <p>Nearest Airport : Gaya (Approx. 100 KMs from the Plant)</p> <p>Nearest Highway is National Highway-2 which is 25KM away from the project site.</p> |
| 2.0 | <p>SITE VISIT</p> <p>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 necessary for preparing the bid and entering into the contract. All costs for and associated with site visits shall be borne by the bidder.</p> |
| 3.0 | <p>SCOPE OF WORK</p> |
| 3.1 | <p>The work to be done under this specification comprises of construction of 150 M high reinforced concrete single steel flue chimney and other incidentals complete as detailed in the specification under Volume-II and elsewhere in the tender document, including raft foundation for Chimney for FGD system at 4 X 250 MW BRBCL Nabinagar Thermal Power Project, Aurangabad, Bihar.</p> |
| 3.2 | <p>The scope of work is as follows:</p> <p>A. Construction of 04 numbers 150-meter-high reinforced concrete single flue steel lined chimney and other incidentals as detailed in the specification in the tender document including providing all labour, materials (except those which are specifically mentioned to be issued by BHEL as Free of Cost (FOC) Items), consumables, equipment, temporary works, temporary storage sheds, temporary colony for labour and staff, temporary site offices, construction plants, transportation/handling and all incidental items not shown or specified but reasonably implied or necessary for the completion of subject scope, all in strict accordance with the specifications including revisions and amendments thereto as may be required during the execution of work.</p> <p>B. Supply including design, receipt, unloading, erection, testing and commissioning of stack elevator and electrical equipments; allied items, cabling, earthing, spares etc. are also under the scope of this work. The complete works have to be carried out by providing all labour, supervision, materials, scaffolding, power, fuel, construction equipments, tools & plants, inspection, measuring, testing instruments, supplies, transportation, storage, and all incidental items not herein specifically mentioned but reasonably or found required for the successful completion of work including contractor's and where necessary manufacturer's expert supervision in strict compliance with the requirement of this specification and approved</p> |

| | | |
|---------------------------------|--|--------------|
| TENDER NO PSER:SCT:NBN-C2080:20 | | |
| VOLUME-IF-TCC-CML REV-01 | TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE) | PAGE 3 OF 35 |

| | |
|-----|---|
| | <p>construction drawing.</p> <p>C. 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. The complete works have to be carried out by providing all labour, supervision, materials, scaffolding, power, fuel, construction equipment, tools & plants, inspection, measuring, testing instruments, supplies, transportation, storage, and all incidental items not herein specifically mentioned but reasonably or found required for the successful completion of work. Borosilicate Glass Lining Materials, Primer, Adhesive (suitable fixing materials) and Expert Supervision of Manufacturer shall be provided by BHEL as Free of Cost (FOC) Items.</p> |
| 3.3 | <p>The bidder's scope shall include excavation in soil and rock (if any with/without blasting as per the site conditions), dewatering, dressing to required profile, sheet piling or shoring/strutting, backfilling around completed structures and plinth filling, plinth protection, disposal of surplus earth and rock, concreting including Reinforcement and Formwork, Masonry work, Plastering, Painting, Flooring, Installation of borosilicate lining, Doors/Windows, Ventilators, Fire Proof Doors, Insulation, Roof Water Proofing, Dismantling of existing structures (below ground and above ground- RCC, Brick Works, Sheet piling, Structural steel and Other facilities), RCC and Brick/ Block masonry and Steel Structures, fabrication and erection of all structural steel and miscellaneous steel (i.e. steel stair case, cable/duct/pipe supports, ladders, walkways, railing, Chequered plate/grating floor, inserts, anchor bolts, etc.), paving, Embedment, Earthing, Gravel filling, Precast covers, Expansion joints, Rain water pipe, Insulation, Gates/Valves, Water proofing of underground structures, Trenches, Final grading and site clearance before handing over to Owner and other auxiliary items of work, etc. all complete including supply of all materials (except those which are specifically mentioned to be issued by BHEL as Free of Cost (FOC) Items), consumables, labor, Tools and plants, transportation and storage, Sample Testing etc. all complete as per BOQ, specifications and drawings for proper and successful execution of the job for FGD at 4x250 MW BRBCL Nabinagar Thermal Power Project, Aurangabad, Bihar.</p> |
| 3.4 | <p>Ready mix cement concrete required for the items of works wherever specifically mentioned in Price schedule in BHEL's scope, shall be provided by BHEL and issued to contractor as free of cost (FOC) item at Batching Plant inside the plant premises. Bidder has to transport the concrete from batching plant to the location of work. Bidder to submit a receipt of concrete at batching plant based on the print out of batching. Reconciliation of quantity of concrete shall be done based on actual use of concrete at site.</p> <p>For all other concreting works, Concrete supply (including cement) is in the scope of contractor.</p> <p>For concrete supplied by the contractor, the cement (contractor's scope) shall be as per Technical specification, applicable IS Codes and description mentioned in the respective items of BOQ.</p> <p>Test certificates in respect of Cement for each consignment to be furnished and also to be tested as per FQP before use. The contractor shall submit the consumption statement of cement used in the works along with bill.</p> |
| 3.5 | <p>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 as free of cost (FOC) Item.</p> <p>However, unloading, handling / storage of Reinforcement steel procured by BHEL for this tender scope, at site, inside BHEL Stores / Contractor's Stores and further transportation from Stores to work area will be in the scope of contractor. No Extra payment shall be made for this work.</p> |
| 3.6 | <p>Fabricated Structure Steel Supply:</p> <p>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</p> |

| | | |
|---------------------------------|--|--------------|
| TENDER NO PSER:SCT:NBN-C2080:20 | | |
| VOLUME-IF-TCC-CML REV-01 | TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE) | PAGE 4 OF 35 |

| | |
|-----|---|
| | <p>contractor as free of cost (FOC) Item.</p> <p>All steel structures (vendor's scope supply) shall be fabricated in factory, transported and erected at site. All factory fabricated structures shall have bolted field connections. Chimney flue liners can either be fabricated at factory in segments, transported and welded at site before erection or fabricated at site. However, BHEL will issue required material at site only. For Chimney flue liners, to prevent flue gas leakages, the applicable field joints shall necessarily be welded. Structural Steel shall be fabricated at a suitable fabrication shop, outside the plant premises.</p> <p>BHEL will visit the fabrication shop of Contractor to examine its suitability for the scope of work involved. However, contractor's fabrication shop shall be adequately equipped to handle the scope of work involved within the given time schedule. Any modifications / alterations as required to carry out the works shall be done by contractor at his own cost. No claim / compensation for delay in works on this account will be admitted.</p> <p>Contractor shall designate separate areas inside its fabrication shop for storage of Raw Materials as well as fabricated materials for this tender's scope and materials supplied for this work shall solely be utilized for this tender's purpose only. Safety, Watch and Ward, Insurance of the materials procured, fabricated and stored inside fabrication shop and transit insurance shall be the responsibility of the contractor. No claims / compensation on account of damage / theft of materials which is in the custody of contractor shall be permitted.</p> <p>Contractor shall give due notice in advance to BHEL for Stage Inspection of the works being carried out at its fabrication shop as per the approved FQP. However, BHEL Engineer shall be entitled to visit the Contractor's Fabrication shop at any feasible time during the period of execution to examine the progress and quality of work. Contractor shall always maintain all such records and provide facilities / equipment / MMEs as required by BHEL's Engineer for inspection of works within the quoted rates. Fabricated Structural Steel shall be dispatched from the shop only after getting the due clearance from BHEL /Customer.</p> <p>Transportation of fabricated structure steel / Raw Structure Steel from shop to site, Unloading, Handling / storage, at site, inside BHEL Yard / Contractor's store, will be in the scope of contractor. No extra payment for unloading / handling / transportation shall be paid to contractor.</p> |
| 3.7 | <p>The scope shall also include setting up by the bidder a testing room with compressive strength testing machine and other site test instruments for conducting day to day testing of concrete cubes, compaction of earth & road work, brick & other material testing. One qualified quality engineer to be deployed as necessary.</p> |
| 3.8 | <p>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.</p> |
| 3.9 | <p>The contractor shall also provide 1 (one) no computer operator and 1 (one) number service staff for miscellaneous service for BHEL's use at site / Kolkata for reconciliation, progress review & day-to-day planning purpose, documentation etc. These facilities are to be provided within 30 days from LOI date till completion of scheduled contract period.</p> <p>Persons so deployed shall have to work in extended hours whenever required. Workmen provided as per the above provisions shall be fully trained and experienced in the nature of work for which they are deployed.</p> <p>In case contractor fails to provide above-mentioned manpower as desired by BHEL, the latter shall have the right to hire such services from other agencies at the risk and</p> |

| | | |
|---------------------------------|--|--------------|
| TENDER NO PSER:SCT:NBN-C2080:20 | | |
| VOLUME-IF-TCC-CML REV-01 | TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE) | PAGE 5 OF 35 |

| | |
|--------|--|
| | <p>cost of the contractor or BHEL will recover amount against the non-deployment period as per recovery rate mentioned under clause no 14.1.3.1 & 14.1.3.2 of TCC, whichever is applicable.</p> <p>However, if BHEL does not utilize the man months as per above provision, fully or partly; recovery at the rate of the prevailing minimum wages at Nabinagar along with statutory expenses i.e. PF, ESI, bonus etc. (as applicable) for the categories given plus 10% will be made from the final bill of the contractor.</p> |
| 3.10 | The Customer National Thermal Power Corporation (NTPC) 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. |
| 3.11 | The work under this contract shall be carried out as per BOQ Cum Rate Schedule. In case the description / specifications as per BOQ are found to be incomplete, Indian standard specifications shall be followed. Quantities mentioned in the BOQ cum Rate schedules are approximate only and liable for variation due to change of scope of work / variation in schedule of quantities, changes in design etc. The tenderers shall undertake to execute actual quantities as per advice of BHEL Engineer and accordingly the final contract price shall be worked out on the basis of quantities actually executed at site and payments will also be regulated for the same. The quantities indicated against each item may vary to any extent and no compensation will be payable in variation of Individual quantity. |
| 3.12 | The complete works shall be carried out as per BOQ cum Rate schedule. If any work covered in the scope of contract cannot be executed using items available in BOQ, additional / extra items shall be made and rates for such items shall be worked out as per tender. However contractor shall be bound to execute all the works under the scope of the contract and decision whether an extra item is applicable or not, shall be taken by BHEL Engineer which will be binding on the contractor. |
| 3.13 | Any activity which is necessarily required for satisfactory execution of any item of BOQ in line with technical specifications shall be deemed to be included in BOQ item even if it is not described in the item description and no extra payment shall be made against such activity. |
| 3.14 | The technical requirements for work to be executed under this specification shall be as per Specifications enclosed with this tender document. |
| 3.15 | All quality standards, tolerances, welding standards & other technical requirements shall be strictly adhered to. The Bidder shall fully apprise himself of the prevailing conditions at the proposed site, climatic conditions including monsoon pattern, soil conditions, local conditions and site-specific parameters and shall include for all such conditions and contingent measures in the bid, including those which may not have been specifically brought out in the specifications. |
| 3.16 | Contractor's scope also includes following: |
| 3.16.1 | Furnishing all labor, materials (except those specified in BHEL scope), supervision, construction plans, equipment, supplies, transport to and from the site, materials handling, fuel, electricity, compressed air, water, transit and storage insurance and all other incidental items and temporary works not shown or specified but reasonably implied or necessary for the proper completion, maintenance and handing over the works, in accordance with the stipulations laid down in the contract documents and additional stipulations as may be provided by BHEL Engineer during the course of works. |
| 3.16.2 | <p>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.</p> <p>Furnishing test reports for the products used or intended to be used, if called for the specifications or if so desired by the engineer.</p> |
| 3.16.3 | Giving all notices, paying all fees, taxes etc., in accordance with the general |

| | | |
|---------------------------------|--|--------------|
| TENDER NO PSER:SCT:NBN-C2080:20 | | |
| VOLUME-IF-TCC-CML REV-01 | TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE) | PAGE 6 OF 35 |

| | |
|--------|--|
| | conditions of contract, that are required for all works including temporary works. |
| 3.16.4 | Arranging manufacturer's supervision for items of work done as per manufacturer's specifications when so specified. |
| 3.16.5 | The scope of work will also include such other related works although they may not be specifically mentioned in the above paragraph and all such incidental items not specified but reasonably implied and necessary for completion of the job as a whole all as desired and as directed by the engineer. |
| 3.16.6 | The scope of work covered above is not a comprehensive list of items of work involved. The detail scope of work may vary considerably depending on the actual construction requirements. |
| 3.17 | APPROVED MANUFACTURER / SUB VENDOR |
| 3.17.1 | As instructed by BHEL and as per approved FQP, Materials to be procured by the bidder must be approved by BHEL / NTPC. 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 / NTPC will be required. |
| 3.17.2 | STACK ELEVATOR Stack elevator to be supplied through BHEL / NTPC approved stack elevator manufacturer as furnished below: Alikraft Engineers Pvt Ltd- Savli, Vadodara Universal Construction Machinery- Pune Successful bidder can propose name of vendors other than above mentioned vendors but acceptance shall be subject to approval by NTPC. Decision of NTPC in this regard shall be final and binding to BHEL/Successful bidder. |
| 3.18 | INSPECTION & JOINT VERIFICATION (AT CONTRACTOR'S WORKS) Prior to dispatch, the materials would be offered by the contractor for joint inspection at the contractor's works as detailed in this tender specifications for which the contractor would serve the advance notice of 15 days for inspection call to BHEL. |
| 3.19 | INSPECTION & JOINT VERIFICATION (AT SITE) The contractor shall be intimated within 7 days from the date of receipt of each consignment at site to depute their representative for joint inspection and verification of the equipment / materials received at site. The contractor shall depute their representative within 7 days from receipt of such intimation failing which BHEL shall proceed with the inspection and verification of equipment / materials and BHEL's decision in this regard shall be final and binding to the contractor. |
| 3.20 | QUALITY PLAN The bidder shall furnish the quality assurance plan along with the offer which would be approved by BHEL / Owner. |
| 3.21 | MATERIAL DESPATCH CLEARANCE CERTIFICATE (MDCC): MDCC shall be issued by BHEL / Owner or their authorized representative prior to dispatch. In case the tests are not witnessed by BHEL / Owner / Owner's representative, the test certificates shall be submitted and MDCC will be issued thereafter. MRC shall be issued by BHEL / Owner or their authorized representative after the material is received at site in good condition. |
| 4.0 | DEVIATIONS / CLARIFICATIONS The bidder is required to submit with his offer in the relevant schedule / format without any ambiguity. Any assumptions, presumptions, deviations etc. indicated or implied anywhere 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. |
| 5.0 | DEWATERING 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 |

| | | |
|---------------------------------|--|--------------|
| TENDER NO PSER:SCT:NBN-C2080:20 | | |
| VOLUME-IF-TCC-CML REV-01 | TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE) | PAGE 7 OF 35 |

| | |
|------------|---|
| | monsoon period shall be considered by BHEL. |
| 6.0 | LAND |
| 6.1 | Availability of land within plant boundary is very limited and the contractor has to plan & use the existing land considering the use of land by other contractors and the storage of plant machineries and materials. The existing land shall be shared by all erections agencies. The same will be reviewed by BHEL and allotted to the extent available/ considered necessary free of cost. Contractor shall develop these areas for their site office, their own stores etc. Bidder must visit site to assess site condition, prior to quoting. |
| 6.2 | Levelled area for storage area for BHEL's material shall be provided as per availability free of cost. |
| 6.3 | Land for labour colony shall be arranged by successful bidder at their own. The contractor shall construct labour colony / hutment as per his requirements after obtaining approval of formalities from statutory body. Further, contractor must ensure minimum HSE norms and hygienic sanitary conditions in his labour colony. |
| 6.4 | The contractor will be responsible for handing back all lands, as handed over to him by BHEL/NTPC. |
| 7.0 | WATER |
| 7.1 | BHEL will provide single point supply for construction & drinking water inside the project premises for office free of cost within 500 Mtr. of work site. |
| 7.2 | Further necessary network for construction & drinking water system shall be done by the bidder at his own cost. |
| 7.3 | Contractor should arrange for water for labour colony of their own. |
| 7.4 | 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 at their own cost. |
| 7.5 | Contractor will have to arrange for storage of water to meet the day-to-day requirement. |
| 7.6 | The availability of water (construction as well as drinking) 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. |
| 8.0 | ELECTRICITY |
| 8.1 | BHEL shall provide construction power free of charge at 415V level at one point within 500 Mtr from work site. Contractor has to make their own distribution arrangement to draw electricity. Overall area illumination will be provided by BHEL. However, for night working contractor should arrange illumination as and when required by them. |
| 8.2 | The bidder shall have to provide earth leakage circuit breaker at each point wherever human operated electrical drives/ T&Ps are deployed. |
| 8.3 | The power supply will be from the available grid. BHEL shall not be responsible for any inconvenience or delay caused due to any interruption of power supply/ variation in voltage level and no compensation for delay in work can be claimed by the contractor due to such non-supply on the grounds of idle labour, machinery or any other grounds. |
| 8.4 | Bidder will have to arrange sufficient illumination at their own work areas. |
| 8.5 | The contractor should ensure that the work in critical areas is not held up in the event of power breakdown. In the event of breakdown in the electric supply, if the progress of work is hampered, it will be the responsibility of the contractor to step up the progress of work after restoration of electric supply so that overall progress of work is not affected. |
| 8.6 | The contractor shall have to make arrangement at their own cost for illumination that will be required in the working area for execution of the work & safety of workmen. |
| 8.7 | Contractor shall make arrangement of electricity of their own for labour colony. |
| 9.0 | CONSUMABLE |
| 9.1 | All consumables, like gas, electrodes, chemicals, lubricants etc. required for the scope of work, shall be arranged by the contractor at his cost from approved brand / make unless otherwise specifically mentioned in the contract. |

| | | |
|---------------------------------|--|--------------|
| TENDER NO PSER:SCT:NBN-C2080:20 | | |
| VOLUME-IF-TCC-CML REV-01 | TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE) | PAGE 8 OF 35 |

| | |
|-------------|--|
| 9.2 | All consumables to be used for the job shall have to be approved by NTPC / BHEL prior to use. |
| 9.3 | In the event of failure of contractor to bring necessary and sufficient consumables, BHEL may arrange for the same at the risk and cost of the contractor. The entire cost towards this along-with overhead shall be paid by the contractor or deducted from the contractor's bills. |
| 10.0 | TEST CERTIFICATES |
| | Necessary test certificates of all materials supplied by contractor are to be produced to BHEL prior to use of those materials. |
| 11.0 | IMTE |
| | The contractor shall ensure deployment of reliable and calibrated instrument, measuring, and test Equipment (IMTE). The IMTE shall have test calibration certificate from authorized / Govt approved agencies. The contractor shall also keep provision of alternate engagement for such IMTE so that the work does not suffer when a particular IMTE is sent for calibration. Re-testing/ re-calibration shall also be arranged by the contractor at their own cost at regular interval during the period of use as advised by BHEL. |
| 12.0 | QUALITY CONTROL & QUALITY ASSURANCE |
| 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 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 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 foundations, 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 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 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 re-laying or re-termination of cables / re-erection of instruments / recalibration of |

| | | |
|---------------------------------|--|--------------|
| TENDER NO PSER:SCT:NBN-C2080:20 | | |
| VOLUME-IF-TCC-CML REV-01 | TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE) | PAGE 9 OF 35 |

| | |
|-------------|--|
| | 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 week 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 certification and as such this work is subject to various audits to meet ISO 9001 requirements. |
| 12.2.2 | 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, & maintain the relevant quality records. The non-conformities are to be identified through the conduct of periodical audit of implementation of quality systems at various locations/stages of work. Suppliers / vendors of various products / services contributing in the work are also considered as part of the quality management system. As such the contractor is expected not only to conform to the quality management system of BHEL but also it is desirable that they themselves are accredited under any quality management system standard. |
| 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 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 else where 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 |

| | | |
|---------------------------------|--|---------------|
| TENDER NO PSER:SCT:NBN-C2080:20 | | |
| VOLUME-IF-TCC-CML REV-01 | TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE) | PAGE 10 OF 35 |

| | | | | |
|--------------------------|---|-------------------------------------|-----------------------------------|---|
| | 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 equipment under erection 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 | 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 | | | | |
| 12.5.1 | 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 |
| 12.5.2 | 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 |
| 12.5.3 | Not attending quality meeting of BHEL by nominated member of vendor / sub-contractor | Rs. 2,000.00 | \$32.00 | Per meeting |
| CALIBRATION | | | | |
| 12.5.4 | Use of MMEs without valid calibration certificate | Rs. 1,000.00 | \$16.00 | Per equipment per instance |
| 12.5.5 | 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 | | | | |
| 12.5.6 | Unqualified welders carrying out welding / tack welding | Rs. 1,000.00 | \$16.00 | Per welder per instance. (Gatepass of the person shall be withheld) |
| 12.5.7 | Not using portable oven for welding consumables | Rs. 500.00 | \$8.00 | Per welder per instance. (The consumables in the |

| | | |
|---------------------------------|--|---------------|
| TENDER NO PSER:SCT:NBN-C2080:20 | | |
| VOLUME-IF-TCC-CML REV-01 | TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE) | PAGE 11 OF 35 |

| | | | | |
|---|--|---------------------------------|---------------------------------|--|
| | | | | oven shall be confiscated) |
| 12.5.8 | Not using electrodes pre-baked in baking oven | Rs. 500.00 | \$8.00 | Per instance. (The subject consumables shall be confiscated) |
| 12.5.9 | 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) |
| 12.5.10 | Non-removal of welding slag and spatters after welding | Rs. 500.00 | \$8.00 | Per joint |
| 12.5.11 | Not using NDT equipment as prescribed in the manual / FQP / guidelines / Contract | Rs. 1,000.00 | \$16.00 | Per equipment per instance |
| 12.5.12 | Welder doing welding without valid job card | Rs. 500.00 | \$8.00 | Per instance |
| 12.5.13 | 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 | | | | |
| 12.5.14 | Non-maintenance of grid pillar marking | Rs. 200.00 | \$3.00 | Per location week |
| 12.5.15 | Mismatch of location of material in store area w.r.t. location mentioned in stock register | Rs. 500.00 | \$8.00 | Per instance |
| 12.5.16 | Non-compliance of Preservation of material as per storage & preservation manuals | Rs. 1,000.00 | \$16.00 | Per equipment |
| 12.5.17 | Not offering received material for verification within stipulated time as per contract | Rs. 500.00 | \$8.00 | Per instance |
| PAINTING & ALLIED WORKS | | | | |
| 12.5.18 | Not using primer / paints of approved make and as per Specifications | Rs. 1,000.00 | \$16.00 | Per instance |
| 12.5.19 | Painting without proper surface preparation as per approved schedule / drawing / FQP | Rs. 500.00 | \$8.00 | Per instance |
| PROTOCOLS & LOG SHEETS | | | | |
| 12.5.20 | 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 |
| INSPECTION OF BOUGHT-OUT ITEMS / CONSUMABLES | | | | |
| 12.5.21 | Delay in offering inspection of Bought-out Items / Consumables / | 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 |

| | | |
|---------------------------------|--|---------------|
| TENDER NO PSER:SCT:NBN-C2080:20 | | |
| VOLUME-IF-TCC-CML REV-01 | TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE) | PAGE 12 OF 35 |

| | | | | |
|---------|---|---------------------------------|---------------------------------|--|
| | Aggregates (for items which need site inspection as per approved QP) within 3 days of receipt of material at site | | | |
| 12.5.22 | 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) with in 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, which ever is higher.

| | |
|---------------|---|
| 13.0 | OCCUPATIONAL HEALTH, SAFETY & ENVIRONMENT MANAGEMENT |
| | Vendor has to follow HSE norms at project site during execution of entire contract period and the applicable HSE norms are noted in Tender Document for HSE norms having Document Title: Health, Safety and Environment Plan for Site Operation by Subcontractors |
| 14.0 | PROJECT MANAGEMENT/ CONSTRUCTION MANAGEMENT |
| | To meet the need of construction management at site, contractor shall provide the following services within quoted/ accepted rates. |
| 14.1 | PLANNING & MONITORING |
| 14.1.1 | The bidder shall prepare detail construction schedule (L-3) as per completion dates given in this document. This schedule must include all milestone and key activities for each sub-system / component in the areas of engineering (wherever applicable), procurement, manufacture (wherever applicable), excavation/ construction/ erection. This network must conform to the overall project schedule. The bidder should also ensure monitoring of these activities at least weekly basis to start with and on daily basis whenever required by BHEL. |
| 14.1.2 | The bidder shall also prepare progress report indicating progress on key activities, management summary for critical activities, list of actions requiring attention of BHEL. This schedule is to be preferably made in PRIMAVERA/MS PROJECTS, so that the same is compatible with BHEL's project management software. |
| 14.1.3 | <p>The bidder will have to install 1 no PC (multimedia PC work station Pentium- core-i5-650, 3.2 GHZ or above, 500 GB HDD, 6 GB RAM, 100/1000 MBPS LAN card) of HP/ DELL / HCL /LENEVO or equivalent make with window 10 (professional) 64 bit (with roll back to 32 bit O/S and required software like MS Office 2010 Professional or higher, AutoCAD 2014 or higher, PageMaker (7.0 etc), ADOBE PDF CREATOR with one no laser jet printer compatible for A4/A3 size printing (ink/ cartridge for which to be supplied as and when required) with power backup at places, as per instruction of BHEL for exclusive use of BHEL.</p> <p>These computers / printers shall remain contractor's property and they will be allowed to take out the same after completion of contract period. The contractor shall provide data / information etc in prescribed formats for periodical updating of the progress reports, material management reports, updating of network pertaining to the contractor's scope of work etc.</p> <p>The contractor shall also provide 1 (one) no computer operator and 1 (one) number service staff for miscellaneous service for BHEL's use at site / Kolkata for reconciliation, progress review & day-to-day planning purpose, documentation etc. These facilities are to be provided within 30 days from LOI date till completion of scheduled contract period (Refer clause no 3.9 above).</p> |

| | | |
|---------------------------------|--|---------------|
| TENDER NO PSER:SCT:NBN-C2080:20 | | |
| VOLUME-IF-TCC-CML REV-01 | TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE) | PAGE 13 OF 35 |

| | |
|----------|--|
| | If contractor fails to provide computer / printer / personnel as per requirement, for a continuous period of fifteen days or more, BHEL shall have the right to deduct the amount as per following rates on prorata basis, from contractor's RA bill or any other dues. |
| 14.1.3.1 | @ Rs 20,000/- (Twenty thousand)/ month for each computer operator. Or at actuals (rate +30%) if BHEL arranges this facility, whichever is lower. |
| 14.1.3.2 | @ Rs 15,000/- (Fifteen thousand) / month for each service staff. Or at actuals (rate +30%) if BHEL arranges this facility, whichever is lower. |
| 14.1.3.3 | @ Rs 15,000/- (Fifteen thousand)/ month for each set of computer & printer. Or at actuals (rate +30%) if BHEL arranges this facility, whichever is lower. |
| 14.1.3.4 | In the event of the contract period getting extended beyond the stipulated time for reasons not attributable to you, above services may either be withdrawn or retained as per instruction of BHEL. If services are retained, you will be reimbursed at the above mentioned rate or (actual +15%), whichever is lower, if the services of operator / service staff are being used by BHEL. |
| 14.1.3.5 | The contractor's site office must have facilities of communications like Computer with all facilities, E-mail, and telephone with STD facility within a month from LOI. |
| 14.1.4 | A list contain supply of computers & printers with their workability status and details of supply of computer operators & service staff with their payment details will be quarterly submitted by the successful bidder to BHEL. |
| 14.1.5 | A list contain supply of computers & printers with their workability status and details of supply of computer operators & service staff with their payment details will be quarterly submitted by the successful bidder to BHEL. |
| 14.2 | PROGRESS REPORTING |
| 14.2.1 | The bidder shall submit daily, weekly and monthly progress reports for work force, materials reports, consumables (gases / electrodes) report and other reports as per pro-forma considered necessary by 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. |
| 14.2.2 | The progress report shall indicate the progress achieved against planned with reasons indicating delays, if any, and shall give the remedial actions which the contractor intends to take to make good the slippage or lost time, so that further works again proceed as per the original program and the slippages do not accumulate and effect the overall program. |
| 14.2.3 | The daily work force reports shall clearly indicate the work force deployed, category-wise specifying also the activities in which they are engaged. |
| 14.2.4 | Weekly progress review meetings will be held at site during which actual progress during the week vis-à-vis scheduled program shall be discussed or actions to be taken for achieving targets. For discussions, the contractor shall present program of subsequent week. The contractor shall constantly update/revise his work program to meet the overall requirement. |
| 14.2.5 | Periodic progress reviews on the entire activities of execution in respect of supply and works in scope of bidder will be held once in a month at Kolkata /site. These meetings will be attended by reasonably higher officials of the contractor and will be used as a forum for discussing all areas where progress needs to be speeded up. The contractor shall be further responsible for ensuring that suitable steps are taken to meet various targets decided upon such meetings. |
| 14.2.6 | During construction contractor shall take an average Twenty colour digital photograph / slides each month (not less than four per week) of the works during progress through email only. However, if required, bidder to submit hard copies of photographs as and when required in line with instruction by BHEL site. In case of failure in providing such soft and/or hard copies photographs, an amount of Rs. 1,000/- per instance shall be deducted from contractor's RA bill. |
| 14.2.7 | Successful bidder has to provide for electronic / computerized storing and reproduction/ printing/ plotting of various data, log sheets, protocols, measurements etc. These may be stored in pen drive (as per requirement) and handed over to BHEL as per requirement. |
| 14.3 | SITE ORGANIZATION |

| | | |
|---------------------------------|--|---------------|
| TENDER NO PSER:SCT:NBN-C2080:20 | | |
| VOLUME-IF-TCC-CML REV-01 | TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE) | PAGE 14 OF 35 |

| | | |
|----------|--|---|
| 14.3.1 | The contractor shall maintain a site organization of adequate strength in respect of manpower, construction machinery and other implements at all time for smooth execution of the contract headed by a competent construction manager for site operations with sufficient level of authority to take site decisions. The vendor will submit organization chart (showing the name of SITE-IN-CHARGE) with individual bio-data indicating various levels of experts to be posted for supervision in the fields of supervision and execution, quality, material management, planning, safety, etc. The organization shall be reinforced from time to time, as required to make up slippage (if any) from the schedule without any commercial implication to BHEL. The organization chart is to be submitted within 10 days from the date of LOI. | |
| 14.3.2 | Following (minimum) engineering manpower with power plant construction background to be deployed at site by the successful vendor for their day to day supervision etc.as directed. | |
| 14.3.2.1 | Qualified safety officer (exclusive for safety supervision) | One no. officer (from start of work) One no. assistant (from start of work) |
| 14.3.2.2 | Site supervising staff for Civil work | Minimum 2 no. engineers and 4 no. supervisors with two shift incharges during shell construction. |
| 14.3.2.3 | Site supervising staff for Structural work | One no. engineer and Minimum 2 nos. supervisors |
| 14.3.2.4 | Engineer for quality inspection. | Minimum Two nos. (one no. from start of work, 2 nd as per site requirement) |
| 14.3.2.5 | Material management, site enabling | One no. |
| 14.3.2.6 | Enginner for Civil Laboratory | One no. |
| 14.3.3 | Deputation of above man-power shall be jointly decided at site in line with construction schedule. | |
| 14.3.4 | Engineer / supervisor for other functions like store & purchase, material management, planning, fin, admn etc are to be provided as per site requirement and not considered above. | |
| 14.3.5 | In the event of non deputation of engineer / supervisor by the bidder as per above agreed schedule, BHEL shall reserve the right to deduct Rs 60,000.00 per man-month for engineer and Rs 40,000.00 per man-month for the supervisor / safety officer from RA bills. Further induction of manpower, regarding site supervisor & site engineer will be decided at site as per requirement without any financial implication. | |
| 14.3.6 | BHEL reserves the right to reject or approve the list of personnel proposed by the contractor. The persons whose bio-data have been approved by BHEL will have to be posted at site and deviation in this regard will not be permitted unless specific & reasonable justification is made. | |
| 14.3.7 | In addition to above,a well experienced qualified engineer to be designated, as 'Project Co-coordinator', shall be deployed by the contractor. Such engineer shall have adequate exposure on the job and shall remain fully involved in all planning activities, guidance etc to contractor's own team during the complete execution period of contract. | |
| 14.3.8 | The contractor should also submit to BHEL for approval a list of T&Ps along with their fitness certificates. The tools & tackles shall not be removed from site without written permission of BHEL. | |
| 14.3.9 | The contractor should also submit network programs for the erection of various items. These networks shall show the NTPC / BHEL hold points, which have to be cleared by NTPC / BHEL, or their authorized representatives before further erection can take place. These programs for the erection would clearly identify responsibilities of the contractor and NTPC / BHEL. It is the responsibility of the contractor to get the Networks approved by BHEL within four weeks of the date of finalization of award of work/ placement of LOI. | |
| 14.4 | CONSTRUCTION MANAGEMENT | |
| 14.4.1 | Based on the approved program, the contractor shall submit a program of construction / erection / commissioning for the implementation. These programs would be amplified showing start of erection and subsequent activities and shall form the basis for site execution and detail monitoring. The three-monthly rolling program with the first | |

| | | |
|---------------------------------|--|---------------|
| TENDER NO PSER:SCT:NBN-C2080:20 | | |
| VOLUME-IF-TCC-CML REV-01 | TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE) | PAGE 15 OF 35 |

| | |
|-------------|--|
| | month's program being tentative based on the site condition would be prepared based on these programs. The contractor shall also be involved along with NTPC / BHEL to tie up detailed resources mobilization plan over the period of the contract matching with the performance targets. |
| 14.4.2 | The program would be jointly finalized by the site in-charge of the contractor with BHEL / NTPC's project coordinator as well as the site-planning representative. The erection program will also identify sequential events matching financial turnover. |
| 14.4.3 | Theses network / Program must confirm to the overall requirement of the project schedule. The bidder should also ensure monitoring of these activities at least on weekly basis to start with and on daily basis whenever required by BHEL. |
| 14.4.4 | The contractor is liable to furnish all documentary evidences towards payment of Works Contract Tax as and when required by BHEL. |
| 15.0 | TEST CERTIFICATE FOR T&P All T&P, lifting tackles and pulling devices to be deployed by the contractor must bear valid / latest test certificates for their suitability, and the documents shall be preserved at site. |
| 16.0 | T&P TO BE PROVIDED BY BHEL No T&P shall be provided by BHEL. |
| 17.0 | MATERIAL HANDLING (BHEL ISSUED MATERIAL) |
| 17.1 | Ready Mix Concrete, Reinforcement (TMT bar), structural steel (MS plates, ISMB, ANGLE, CHANNEL, Chequered plate, Stainless Steel Plate / liner) for site fabrication only, Borosilicate Glass Blocks, required adhesives / membrane and primer for installation of Borosilicate Glass Block, whichever is specifically mentioned in Price Schedule in BHEL's scope, shall be issued free of cost by BHEL for use in the work covered in this contract. All other materials required for proper completion of job shall be provided by contractor and quoted rates shall be inclusive of this. |
| 17.2 | Consignment of steel will be directly issued to the contractor as received by BHEL, on weight basis from its supplier, as per delivery challan of supplier. Borosilicate Glass Blocks, required adhesives / membrane and primer for installation of Borosilicate Glass Block may be issued directly as received from supplier or from BHEL Store. Ready mix Concrete will be issued as per clause 3.2 of scope of work. |
| 17.3 | Handling of all steel, Borosilicate Glass Blocks, required adhesives / membrane and primer for installation of Borosilicate Glass Block of total project will be in vendor's scope for which no separate payment will be given by BHEL. |
| 17.4 | It would be the responsibility of the contractor to keep in constant contact with BHEL / site to find out the delivery status, arrival of the consignments and arrange for escort to accompany the truck/ trailer for transportation of above materials by BHEL's supplier, as necessary. The lorry, truck way bill for the consignment as shall be received by BHEL would be handed over to the contractor immediately for unloading of materials including all arrangement for necessary gate passes etc. All arrangement for necessary gate passes etc shall be the responsibility of contractor. |
| 17.5 | Payment of all demurrages that may result due to contractor's fault/ delay would be the responsibility of the contractor. If BHEL have to make payment of demurrage together with freight, the amount so paid as demurrages for the reasons stated above, shall be recovered from the bills of the contractor. The decision of BHEL's engineer in this regard will be final and binding on the contractor. However, the contractor has to clear all such charges, if any in this regard and complete the job without waiting for BHEL's decision. |
| 17.6 | It would be the responsibility of the contractor to sign on the delivery book acknowledgement slip of supplier / transport authorities etc. |
| 17.7 | Consignments coming on Sundays and holidays are also required to be handled/ unloaded by the contractor. Since the offices and stores will probably remain closed on such days, it will be the responsibility of the contractor to contact BHEL engineers at their residence and obtain instructions. |
| 17.8 | Since the consignments are expected to arrive during any time of the day or night, contractor shall have, his workmen round the clock at site as well as other places as required to unload the materials immediately on arrival. |
| 17.9 | Unloading of materials at the covered store, storage yard or at places designated by |

| | | |
|---------------------------------|--|---------------|
| TENDER NO PSER:SCT:NBN-C2080:20 | | |
| VOLUME-IF-TCC-CML REV-01 | TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE) | PAGE 16 OF 35 |

| | |
|-------|--|
| | BHEL, stacking & restacking, shifting & resifting, using contractor's own cranes, trailers and other equipments with the valid road permit for their operation, unloading and stacking etc shall be responsibility of the contractor under this contract. All materials shall be stacked, stored above ground level by use of concrete or wooden sleepers. No materials shall remain on ground at any time. All concrete sleepers required for stacking the materials shall be arranged by contractor (successful bidder). All other material handling equipments like winches, d-shackles, slings of various sizes, max puller, pulley blocks, jacks, trucks, tailors etc required for such material handling of steel etc shall be arranged by contractor within quoted / accepted rates. |
| 17.10 | It will be the responsibility of the contractor to submit computerized account of all such consignments of materials received by them, daily to BHEL. |
| 17.11 | BHEL reserve the right to recover from the contractor any loss arising out of damage / theft or any other causes of the materials issued to him at any point of time. |
| 17.12 | Open land (very limited space) for storage shall be provided by BHEL on free of cost basis. Temporary barbed wire fencing of the steel storage yard, batching plant area, reinforcement bending yard area etc are to be done by the contractor as per BOQ items and is included under the scope of his work. Contractor shall also remove grass, bushes, trees etc wherever required off the land provided to him and shall make proper continuous up-keepment of the open yard/ land by removing grass, bushes trees etc and same is included under the scope of his work & no extra payment shall be made to the contractor in this regard. The bidder shall make complete arrangement of necessary security personnel, to safeguard all free issue materials in his custody. Materials issued 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. |
| 17.13 | The contractor shall construct waterproof covered store for Borosilicate Glass Blocks, Adhesives / membrane and Primer Paint. CGI/ asbestos roofing (slope) with brick masonry wall, PCC flooring. Materials required for the same shall be provided by contractor at his own cost. Stacking of materials is to be done as per IS codes or manufacturer / supplier recommendation with proper illumination and locking arrangements. Storing of material in controlled temperature is also in successful bidder's scope within the quoted rate. |
| 17.14 | The contractor shall in no case be entitled for any compensation or damages on account of any delay in supply or non-supply thereof for all or any such material. |
| 17.15 | Rusting of steel, damage of packing of Borosilicate lining materials must be avoided. In case, due to any cause attributable to the contractor, such rusting of steel occur rendering the same unusable, damage of Borosilicate lining materials, then such cost of materials shall be recovered from the interim payment at the penal rate specified in the tender. |
| 17.16 | No material shall be issued to the contractor except as those indicated above, i.e. Ready-mix Concrete, steel, Borosilicate Glass Blocks, required adhesives / membrane and primer unless otherwise expressly provided for in the contract. Contractor will have to make his own arrangement at his own cost for procurement of any other material as required for the works and of such quality as acceptable to BHEL. |
| 17.17 | The contractor shall maintain proper store account for all the BHEL issued materials and shall give monthly computerised reconciliation statement of such account to the BHEL. |
| 17.18 | Contractor shall carry out in complete association with BHEL, material management functions and execution like day to day update of materials, issued to contractor, accounting for surplus / scrap material returned etc. These functions shall also be carried out through computerised system utilizing suitable software. Contractor shall provide experienced software personnel to associate on dedicated basis for efficient discharge of the same. |
| 17.17 | The contractor shall solely be responsible for the safety & quality of material after it is handed over and issued to contractor by BHEL. |
| 17.18 | BHEL issued materials shall not under any circumstances taken out of the project site unless otherwise permitted by BHEL. |

| | | |
|---------------------------------|--|---------------|
| TENDER NO PSER:SCT:NBN-C2080:20 | | |
| VOLUME-IF-TCC-CML REV-01 | TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE) | PAGE 17 OF 35 |

| | |
|-------------|--|
| 17.19 | All the necessary lifting tackles, cranes, hydra, tools & plants including tractors, trailers, trucks, pulley blocks, jacks, winches, wire ropes etc, of suitable capacities and other equipments incidental to carry out this work shall have to be arranged by the contractor at his cost. BHEL engineer reserves the right to inspect lifting tackles and equipment before allowing their use. Such approval however shall not relieve the responsibility of the contractor to ensure safe handling of equipment taking the precautions to avoid any accident and damage to other equipment and personnel. |
| 17.20 | No separate payment will be applicable for the above job. The contractor will quote the rate for the items inclusive of all charges for the above job. The contractor shall organise despatch & transport steel materials through supplier and unload & receive the materials as above as per requirement decided by BHEL and in this case the decision of BHEL will be final. |
| 17.21 | Bidder's scope of handling of steel under the scope of this tender includes stacking / storing of materials over concrete sleepers. Bidder scope shall include provision of concrete sleepers for this purpose and no separate payment against the same will be made by BHEL. After completion of the job bidder shall take back the sleepers. Bidder's quoted rate/ price shall be in consideration to this. |
| 18.0 | ISSUE OF MATERIALS |
| 18.1 | ISSUE OF READY MIX CONCRETE |
| 18.1.1 | Bidder has to give a receipt of quantity of Ready Mix Concrete at the time of taking of concrete at batching plant. For ensuring quantity, bidder may check the print out of concrete from batching plant. |
| 18.1.2 | The contractor shall submit to the engineer, a statement indicating estimated quantity of Ready Mix Concrete required at least two months in advance. In addition, the contractor shall also furnish the estimated requirement of Ready Mix Concrete during next month by the third week of the current month, failing which BHEL will not responsible to ensure supply of Ready Mix Concrete. Delay in completion if any for the same shall be in bidders account. |
| 18.2 | ISSUE OF STEEL |
| 18.2.1 | The steel shall be issued to the contractor free of cost on the following basis. |
| 18.2.1.1 | MS structural steel (MS plates, ISMB, ANGLE, CHANNEL, Chequered plate, Stainless Steel Plate/liner) materials – Weighment basis (unit – MT). |
| 18.2.1.2 | Reinforcement steel and earthing rod (MS round) – Weighment basis (unit – MT). |
| 18.2.2 | All the steel (Reinforcement, MS plates, ISMB, ANGLE, CHANNEL, Chequered plate, Stainless Steel Plate/liner) issued by BHEL shall be properly accounted for. The total quantity of steel required for the work will be calculated from the approved Bar Bending schedule, fabrication drawings, approved laps, chairs and lugs. The measurement for payment as well as for accounting shall be based on the sectional weights as indicated in the following IS specifications. IS: 808-1989 - Beams, channels and angles IS: 1730-1961 - Plates Reinforcements - Fe-500 confirming to IS: 1786. or grade-1 of IS:432 (part-I) |
| 18.2.3 | In case any such sectional weights are not available in the above documents, the manufacturer recommendation shall be binding. |
| 18.2.4 | The steel issued to the contractor shall be mainly in standard length and sections as received from the supplier. However, the contractor shall be bound to accept the steel in length as available in the project stores no claims for extra payment because of issue of non-standard length will be entertained. |
| 18.2.5 | MS flats as required are to be arranged by the contractor as per BOQ items. |
| 18.3 | ISSUE OF BOROSILICATE GLASS BLOCK Borosilicate Glass block shall be issued as received vide challan of the transporter in sqm worked out by multiplication of block sizes by no of block. |
| 18.4 | ADHESIVES / MEMBRANCE Shall be issued in Kg / Litre as received in drum |
| 18.5 | PRIMER PAINT Shall be issued in Litre as received in drum |
| 18.6 | 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 |

| | | |
|---------------------------------|--|---------------|
| TENDER NO PSER:SCT:NBN-C2080:20 | | |
| VOLUME-IF-TCC-CML REV-01 | TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE) | PAGE 18 OF 35 |

| | |
|-------------|--|
| | BHEL because of quality or quantity after the materials are taken by contractor from BHEL stores. |
| 18.7 | The contractor shall submit to the engineer, a statement indicating estimated quantity of cement, steel, Borosilicate Glass Blocks, required adhesives / membrane and primer required at least two months in advance. In addition, the contractor shall also furnish the estimated requirement of cement and steel during a month by the third week of the previous month indicating his requirement. |
| 18.8 | Bidders to ensure that no lamination materials are taken over by them from BHEL. Fabrication wastage, if any due to above, shall not be compensated by BHEL. |
| 18.9 | Bidder to note that all fasteners like MS/ HT/ HSFG bolts/ nuts, lock nuts, washers etc shall be supplied by the bidder as per applicable item of Price Schedule. |
| 18.10 | Bidder to note that cement and steel required for his enabling job like store/ site office etc shall be arranged at his own cost. |
| 19.0 | RETURN OF MATERIALS |
| 19.1 | RETURN OF READY MIX CONCRETE |
| 19.1.1 | Under any circumstances, Ready Mix Concrete will not be taken back. Bidder to plan accordingly for proper use of Ready Mix Concrete. |
| 19.2 | RETURN OF STEEL INCLUDING SCRAP |
| 19.2.1 | All surplus steel and all wastage materials will be taken back on weighment basis. |
| 19.2.2 | Surplus, unused and un-tampered steel shall be sorted section-wise and returned separately for a place directed by BHEL/ engineer within the project area. Return of such materials will not be entitled to any handling and incidental charges. |
| 19.2.3 | All wastage/ scrap (including wastage, unusable scrap) shall be returned to the stores on weighment basis and a receipt obtained for material accounting purposes. Return of such material will not be entitled to any additional cost due handling and transportation and incidental charge. |
| 19.2.4 | Scrap for reinforcement steel and structural steel shall be returned separately as per instruction of BHEL. |
| 19.3 | BOROSILICATE GLASS BLOCK All unused Borosilicate blocks shall be taken back by BHEL in sqm worked out by multiplication of block sizes by no. of block |
| 19.4 | ADHESIVES / MEMBRANCE 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 |
| 19.5 | PRIMER PAINT 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 |
| 20.0 | MATERIAL CONSUMPTION AND WASTAGE |
| 20.1 | READY MIX CONCRETE CONSUMPTION |
| 20.1.1 | The theoretical consumption of various grade of concrete shall be derieved based on approved construction drawing. Quantity shall be calculated considering the volume of concrete as per approved drawing. No extra cost shall be payable to the contractor for any deviation in quantity of Ready Mix Concrete received from the Batching Plant and actual use at site. Concrete used for cube testing shall be considered for reconcillation purpose. |
| 20.2 | READY MIX CONCRETE WASTAGE |
| 20.2.1 | Allowable wastage: One point five percent (+1.5%) of the theoretical consumption shall be considered as allowable wastage. |
| 20.3 | REINFORCEMENT STEEL & EARTHING MS ROUND CONSUMPTION |
| 20.3.1 | The theoretical consumption of various diameter of reinforcement and earthing 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. |
| 20.3.2 | Actual consumption = Issue – Surplus. |
| 20.3.3 | Surplus = Un-tampered and unused quantity of steel returned by the contractor to |

| | | |
|---------------------------------|--|---------------|
| TENDER NO PSER:SCT:NBN-C2080:20 | | |
| VOLUME-IF-TCC-CML REV-01 | TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE) | PAGE 19 OF 35 |

| | | | |
|--------|---|---|---------------------------------|
| | BHEL store along-with relevant documents. | | |
| 20.3.4 | Wastage = Actual consumption – Theoretical consumption. | | |
| 20.4 | REINFORCEMENT STEEL & EARTHING MS ROUND WASTAGE | | |
| 20.4.1 | Allowable wastage – (+3%) of the theoretical consumption shall be considered as allowable wastage. | | |
| 20.4.2 | Wastage and scrap shall be as per actual weightment basis. | | |
| 20.4.3 | Sl no | Reinforcement steel & earthing rod 40 mm 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 |
| 20.5 | STRUCTURAL STEEL CONSUMPTION | | |
| 20.5.1 | The theoretical consumption of various sections shall be based on approved drawings. Weights shall be calculated considering the sectional weights as per Indian standard as mentioned in relevant clause. No extra shall be payable to the contractor for any deviation in weights for the two different procedures adopted for issue and calculation of the theoretical consumption including rolling tolerances. | | |
| 20.5.2 | Actual consumption = Issue – Surplus. | | |
| 20.5.3 | Surplus = Untempered, unused, uncut quantity of steel returned by the contractor to BHEL store. | | |
| 20.5.4 | Wastage = Actual consumption – Theoretical consumption. | | |
| 20.6 | STRUCTURAL STEEL WASTAGE | | |
| 20.6.1 | 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. | | |
| 20.6.2 | Sl no | Structural steel materials | Basis of issue & penal recovery |
| | S-1 | Theoretical consumption (without considering any wastage, scrap or loss) as per specification & drg. | Free |
| | S-2a | Wastage limited to plus three-point five percent (+3.5% excluding invisible wastage) of the aforesaid theoretical consumption (S-1) towards allowable wastage and return to BHEL Store. | Free |
| | S-2b | Wastage limited to plus three-point five percent (+3.5% excluding invisible wastage) of the aforesaid theoretical consumption (S-1) towards allowable wastage but not returned to BHEL Store. | Penal rate |
| | S-3 | Wastage beyond four percent (4%) of the aforesaid theoretical consumption (S-1). | Penal rate |
| 20.7 | All wastage reinforcement, MS round (for earthing), structural steel shall be returned to BHEL. | | |
| 20.8 | BOROSILICATE GLASS BLOCK | | |
| 20.8.1 | 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 | | |

| | | |
|---------------------------------|--|---------------|
| TENDER NO PSER:SCT:NBN-C2080:20 | | |
| VOLUME-IF-TCC-CML REV-01 | TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE) | PAGE 20 OF 35 |

| | | |
|-------------|--|---------------------|
| | 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. | |
| 20.9 | ADHESIVES / MEMBRANCE | |
| 20.9.1 | 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-compliance 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. | |
| 20.10 | PRIMER PAINT | |
| 20.10.1 | 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-compliance 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. | |
| 21.0 | RECONCILIATION OF BHEL ISSUED MATERIALS | |
| 21.1 | The contractor shall submit a reconciliation statement of RMC, steel, Borosilicate Glass Blocks, required adhesives / membrane and primer issued to him with each RA bill. | |
| 21.2 | At the time of submission of bills, the contractor shall properly account for the material issued to him as specified herein to the satisfaction of BHEL certifying that the balance materials are available with contractor's custody at site. | |
| 21.3 | At the time of submission of bills by the contractor, if it is noticed by BHEL that the wastage is high and calls recovery at the penal rate, then BHEL will proceed for recovery for the excess wastage as per penal recovery rates as specified. | |
| 21.4 | The approved drawings/ bar bending schedules are to be considered for the purpose of reconciliation of materials. | |
| 22.0 | RECOVERY OF MATERIAL | |
| 22.1 | If wastage exceeds the specified limit, the recovery of excess wastage shall be made from monthly RA bill at the penal rate stipulated below. | |
| 22.2 | PENAL RATE OF MATERIALS | |
| | Item | Penal rate |
| 22.2.1 | Ready Mix Concrete | |
| | M - 7.5 | Rs 6,500 per Cum |
| | M - 10 | Rs 7,000 per Cum |
| | M - 15 | Rs 7,850 per Cum |
| | M - 20 | Rs 8,600 per Cum |
| | M - 25 | Rs 8,700 per Cum |
| | M - 30 | Rs 8,900 per Cum |
| | M - 35 | Rs 12,300 per Cum |
| | M - 40 | Rs 12,600 per Cum |
| 22.2.2 | Reinforcement steel and MS rod etc. | Rs 75,000/- per MT. |
| 22.2.3 | Stainless Steel Plate / Liner | Rs 400,000/- per MT |
| 22.2.4 | Structural steel materials. | Rs 80,000/- per MT. |
| 23.0 | CONSTRUCTION OF TEMPORARY OFFICE, STORES ETC | |
| 23.1 | The contractor shall arrange at his own cost cleaning of area allotted, construction of his temporary office, stores, cement godown etc. and also the watch and ward of all the above. Materials required for the same shall be provided by contractor at his own cost. | |
| 23.2 | BHEL contemplates to provide fabrication yard with in approx 1000 mtr from chimney. However, during execution, based on actual site conditions, requirement and layout and approaches, the above may change suitably. | |

| | | |
|---------------------------------|--|---------------|
| TENDER NO PSER:SCT:NBN-C2080:20 | | |
| VOLUME-IF-TCC-CML REV-01 | TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE) | PAGE 21 OF 35 |

| | | |
|-------------|--|--|
| 24.0 | TOOLS & PLANTS (TO BE PROVIDED BY CONTRACTOR) | |
| 24.1 | Tentative list of T&P to be deployed by contractor for successful completion of work is detailed below. | |
| 24.2 | It may be noted that the list is not exhaustive and is only for guidance. The contractor is required to provide all necessary T&P (other than those specified to be provided by BHEL, if any) measuring (calibrated) instruments & handing equipments to maintain work progress for timely completion of total work as per contract. In case of project requirement, some activities may have to pre-pone. In such cases the contractor have to deploy additional T&P. Quoted rate shall be inclusive of such emerging requirements. However, contractor shall submit deployment plan of all T&P after order to BHEL / SITE. | |
| 24.3 | In the event of any failure on the part of the contractor to deploy T & P to sustain desired work progress, BHEL may at his discretion also terminate the contract on this ground and take out any or whole amount of the contract from the scope of the contractor. In the event of failure of contractor to deploy necessary and sufficient T&P/ IMTEs to maintain work progress, BHEL will arrange the same including mobilization, demobilization, hiring charge, fuel charge etc of same from any of BHEL site/ other agency & charges as applicable plus 10% at the risk & cost of contractor shall be deducted from contractor's RA bill. BHEL also reserve for suitable deduction towards non-depolymnt of T&P as per project requirement in line with BHEL's rate of T&P charges available at BHEL/site through corporate circular time to time. Decision of BHEL in this regard will be final & binding on contractor. | |
| 24.4 | Following Major T&Ps to be arranged by contractor within the time as indicated : | |
| | Major T&P items | Mobilizing time from Zero Date |
| 24.4.1 | 2 Nos. Hydraulic Excavator/Poclain | Within 30 days |
| 24.4.2 | 2 Nos. Dozer | 1 nos within 45 days Balance as per requirement |
| 24.4.3 | 8 Nos. Dumper | 4 nos Within 30 days Balance as per requirement |
| 24.4.4 | 2 Nos. Vibromax/Earth Compactor | As per site requirement |
| 24.4.5 | 2 Nos. Air Compressor | As per site requirement |
| 24.4.6 | 2 Nos. 18 / 20 T Crawler/Tyre Mounted Crane | Within 210 days. |
| 24.4.7 | 2 Nos Hydra (10 / 12 T Cap) | 1 nos within 60 days Balance as per requirement |
| 24.4.9 | 20 Nos Welding Machine | As per requirement |
| 24.4.10 | Motorized MS plate bending machine along with angle bending device – 1 no. | Within 120 days |
| 24.4.11 | 6 Nos Transit Mixer (5 / 6 Cum capacity) | 3 Nos Within 45 days Balance as per requirement |
| 24.4.12 | 4 No Concrete Pump (20 cum/ hr min capacity & lift 70M) | 2 nos within 60 days Balance as per requirement |
| 24.4.13 | 5 Nos Self Priming Dewatering Pump 5 HP (diesel / electric) | 3 nos within 30 days Balance as per requirement |
| 24.4.14 | 4 Nos Multi stage high lift water Pump (for curing) (lifting height shall be 175 metre). | 2 nos within 90 days Balance as per requirement |
| 24.4.15 | 2 Nos Pneumatic Hammer. | As per site requirement |
| 24.4.16 | 6 Nos Reinforcement Bending Machine | 3 nos within 30 days Balance as per requirement |
| 24.4.17 | 4 Nos Reinforcement Cutting Machine | 2 nos within 30 days Balance as per requirement |
| 24.4.18 | 1 No Compression Testing Machine (200 T Cap) | Within 75 days. |
| 24.4.19 | Civil laboratory equipments as per list attached in ANNEX 'A & A1' | Within 75 days. |
| 24.4.20 | Power Winch – 3 T - 4 nos for structural erection. | As per requirement |
| 24.4.21 | Power Winch – 5 T – 2 nos for structural erection. | As per requirement |
| 24.4.22 | Power Winch – 10 T - 4 nos for structural erection | As per requirement |
| 24.4.23 | 1 No Total Station | Within 20 days. |
| 24.4.24 | 2 Nos Auto Level & Staff | Within 20 days. |

| | | |
|---------------------------------|--|---------------|
| TENDER NO PSER:SCT:NBN-C2080:20 | | |
| VOLUME-IF-TCC-CML REV-01 | TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE) | PAGE 22 OF 35 |

| | | |
|-----------|---|--|
| 24.4.25 | 2 nos DG set (suitable capacity as per requirement) | 1 st Within 30 days. Balance as per requirement |
| 24.4.26 | Concrete Cube Moulds – Adequate no. | As per requirement |
| 24.4.27 | 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 - 2 sets minimum. | 1 st to be mobilized within 90 days. 2nd to be mobilized within 150 days. Balance - As per site requirement and discussion with BHEL(if reqd) |
| 24.4.28 | Strand Jack / winches with safety device lifting capacity 15 T | As per requirement |
| 24.4.29.a | Hanging platforms with safety device (two nos.) | As per requirement |
| 24.4.29.b | 1 Nos Trailor – 20T, | 1 nos within 30 days. |
| 24.4.29.c | 2 Nos Drinking Water Tank – 1000 Lit. | Within 30 days. |
| 24.4.30 | 2 Nos Ultra-Sonography Testing Machine for structural work. | As per requirement |
| 24.4.31 | 2 Nos Radiography Source. | As per requirement |
| 24.4.32 | Radioset – 1 no (VHF/UHF.) | Within 120 days. |
| 24.4.33 | 2 nos - 15 Cum/Hr. capacity of Automatic Batching Plant with Printing facility with required Silo for storing of Cement to be commissioned at Site. | 1 st Within 75 Days 2nd Within 90 Days |
| 24.4.34 | Ready mix concrete Testing Lab 1 AC Lab 4.50 m x 4.50 m and 1 Non-AC Lab 4.50 m x 6.00 m with required Equipment & Instrument as per Annexure – A(Tentative List) | Within 90 Days |
| 24.4.35 | Portable fire extinguishers as below: Soda acid – 4 sets. Dry chemical powder – 4 sets CO2 – 2 sets. Water & sand bucket (4 buckets in one stand) – 3 sets. Fire hose with nozzle (50 M length) – 2 sets. | Within 45 days. |
| 24.5 | T&P shown in the above mentioned list are tentative and minimum requirement based on planned progress requirement. Actual Mobilisation schedule, based on front availability, drawings and material availability at site is to be reviewed and mutually agreed with BHEL site periodically from time to time & form a joint MOM for mobilisation of major T&Ps, and the same have to be adhered to and no change will be permitted without written approval of BHEL site. Further requirement will be reviewed time to time at site and contractor will provide additional T&P/ equipments to ensure completion of entire work within schedule time without any financial implication to BHEL. All other T&Ps shall be provided by the contractor without any extra cost to BHEL. Vendor will give advance intimation & certification regarding capacity etc prior to dispatch of heavy equipments. | |
| 24.6 | All T&P and all IMTEs, which are required for successful and timely execution of the work covered within the scope of this tender, shall be arranged and provided by the contractor at his own cost in working condition. | |
| 24.7 | In the event of non mobilisation of any T&P by the successful bidder and as a result progress of work suffered, BHEL reserves the right to deduct suitable amount from the dues of the bidder, with assigning reasons thereof as per the following rate given below. | |
| | T & P | Recovery |
| 24.7.1 | Hydraulic Excavator/Poclaim | Rs 50000/- per week or part thereof |
| 24.7.2 | Dozer | Rs40000 /- per week or part thereof |
| 24.7.3 | Dumper | Rs 5000/- per week or part thereof |
| 24.7.4 | Vibromax/earth compactor | Rs 40000/- per week or part thereof |

| | | |
|---------------------------------|--|---------------|
| TENDER NO PSER:SCT:NBN-C2080:20 | | |
| VOLUME-IF-TCC-CML REV-01 | TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE) | PAGE 23 OF 35 |

| | | |
|-----------|--|---|
| 24.7.5 | Air Compressor | Rs 2000/- per week or part thereof |
| 24.7.6 | 18/20 T crawler crane | Rs 20000/- per week or part thereof |
| 24.7.7 | Hydra (10/ 12 T cap) | Rs 15000/- per week or part thereof |
| 24.7.9 | Welding Rectifier | Rs 1000/- per week or part thereof |
| 24.7.10 | Motorized MS plate bending machine along with angle bending device | Rs 5000/- per week or part thereof |
| 24.7.11 | Transit mixer (5 / 6 M3 capacity) | Rs 7000/- per week or part thereof |
| 24.7.12 | Concrete Pump (20 cum/ hr min capacity & lift 70M) | Rs 20000/- per week or part thereof |
| 24.7.13 | Self Priming Dewatering Pump 5 HP (diesel/ electric) | Rs 2000/- per week or part thereof |
| 24.7.14 | Multi stage high lift water Pump (for curing) (lifting height shall be 175 metre). One shall be working and other will be stand by. | Rs 2000/- per week or part thereof |
| 24.7.15 | Pneumatic Hammer. | Rs 500/- per week or part thereof |
| 24.7.16 | Reinforcement Bending Machine | Rs 5000/- per week or part thereof |
| 24.7.17 | Reinforcement Cutting Machine | Rs 5000/- per week or part thereof |
| 24.7.18 | Compression Testing Machine (200 T Cap) | Rs 4000/- per week or part thereof |
| 24.7.19 | Civil laboratory equipments as per list attached in ANNEX `A` | Rs 500/- per week or part thereof |
| 24.7.20 | Power Winch – 3 T | Rs 2000/- per week or part thereof |
| 24.7.21 | Power Winch – 5 T | Rs 3000/- per week or part thereof |
| 24.7.22 | Power Winch – 10 T | Rs 5000/- per week or part thereof |
| 24.7.23 | Total Station | Rs 5000/- per week or part thereof |
| 24.7.24 | Auto Level & Staff | Rs 5000/- per week or part thereof |
| 24.7.25 | 2 nos DG set (suitable capacity as per requirement) | Rs 20000/- per week or part thereof |
| 24.7.26 | Slip / Inter form equipment set including required winches for man & material lifting, hydraulic spare pump, 10% spare jack, epoxy painted MS shutter plate, materials and passenger hoist with safety block (safety devices), safety ropes etc complete. | Rs 200000/- per week or part thereof per set. |
| 24.7.27 | Strand Jack / winches with safety device lifting capacity 15 T | Rs 10000/- per week or part thereof |
| 24.7.28 | Hanging platforms with safety device | Rs 15000/- per week or part thereof |
| 24.7.29.a | Trailor – 20T, | Rs 10000/- per week or part thereof |
| 24.7.29.b | Drinking Water Tank – 3000 Lit. | Rs 5000/- per week or part thereof |
| 24.7.29.c | Ultra-Sonography Testing Machine For Structural Work. | Rs 5000/- per week or part thereof |
| 24.7.30 | Radiography Source. | Rs 500/- per week or part thereof |
| 24.7.31 | Radioset – 1 no (VHF/UHF.) | Rs 500/- per week or part thereof |
| 24.7.32 | Any other equipment/T &P | As per discretion of engineer |
| 24.8 | After completion of major quantum of work, vendor may be permitted to take out any of his T&P progressively, if deemed fit by BHEL Site as per balance work program. The same will be jointly agreed and recorded. BHEL decision in this regard will be final and binding on the vendor. | |
| 24.9 | It is not obligatory on the part of BHEL to provide any tools and tackles or other materials other than those specifically agreed to do so by BHEL. However, depending upon the availability, BHEL / BHEL's Customer handling equipment and other plants may be made available to the contractor on payment of higher charges as fixed, subject to the conditions laid down by BHEL/Customer from time to time. Unless paid in advance, such hire charges, if applicable shall be recovered from contractor's bill / security deposit or any other payment in one installment. | |

| | | |
|---------------------------------|--|---------------|
| TENDER NO PSER:SCT:NBN-C2080:20 | | |
| VOLUME-IF-TCC-CML REV-01 | TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE) | PAGE 24 OF 35 |

| | | | |
|-------------|--|--|------------------------|
| 25.0 | CIVIL LABORATORY | | |
| | Contractor shall establish and maintain civil laboratory Room with necessary equipment for conducting relevant site tests, as required. Tentative list of Lab equipments to be deployed / arranged by the contractor are given in Annexure-A. | | |
| 26.0 | CONSTRUCTION SCHEDULE | | |
| 26.1 | INITIAL MOBILIZATION: After receipt of LOI, Contractor shall discuss with Project Manager / Construction Manager regarding initial mobilization within 15 days of issue of letter of intent. Contractor shall mobilize necessary resources as per the directive of Project Manager / Construction Manager and in line with T&P mobilization schedule mentioned in SL No 24.0 above. | | |
| 26.2 | Entire work shall be carried out in accordance with the broad construction / Milestone schedule, within the stipulated completion period. Within 30 days of LOI, the contractor shall discuss with BHEL site engineer & furnish detail construction schedule (L-3/ L-4) indicating all milestones on the basis of major activities and get it approved from BHEL engineer. This schedule will undergo review and based on progress vis-à-vis project requirement, contractor shall have to submit revised schedule for approval of BHEL. | | |
| 26.3 | START DATE / ZERO DATE The Actual Date of Start of Contract Period (Zero Date) shall be date of handing over of site to contractor for work and shall be certified by the BHEL Engineer. | | |
| 26.4 | Sl. No. | Activity | Completion time |
| | 1 | Completion of Raft foundations of Chimney for 1 st Unit | 3 months |
| | 2 | Completion of RCC Wind Shield for 1 st Unit | 7 months |
| | 3 | Completion of Steel Flue for 1 st Unit | 9 months |
| | 4 | Completion of Borosilicate Lining work for 1 st Unit | 11 months |
| | 5 | Completion of all work for 1 st Unit | 12 months |
| | Phase gap between each unit shall be 3 Months. Hence total Completion time for all four units is 21 Months. | | |
| 26.5 | Contractor shall submit structural fabrication drawings within 15 days from the release of engineering drawings by BHEL. Vendor to ensure checking of detail drawing and obtaining approval from PEM through the approved agency within 15 days from detail drawing fabrication submission date. Vendor has to ensure availability of approved drawing at site immediately after the approval. List of the agency for structural drawing detailing and checking are attached in Annexure-B. This list is indicative and for tender purpose only. Vendor has to ensure approval of such agency from BHEL-PEM within 45 days from the date of LOI. | | |
| 26.6 | Contractor shall submit daily work program based on above construction schedule. Defferement of above schedule is not acceptable. Contractor will adhere to schedule and resource planning to be augmented to ensure completion as per schedule. | | |
| 26.7 | Above schedule is indicative. The contractor shall plan his work in such a manner so as to meet the overall project schedule, in consultation with BHEL/NTPC Engineer. In order to meet above schedule in general, and any other intermediate targets set, to meet customer/ project schedule requirements, contractor shall arrange & augment all necessary resources from time to time on the instructions of BHEL without any extra cost to BHEL. | | |
| 26.8 | In case due to reasons not attributable to the contractor, the work gets delayed and scheduled completion gets extended, time extension will be granted by BHEL as per clause no. 2.11 of GCC. | | |
| 26.9 | It may be noted that in the event, delay in completion is attributable to the contractor; BHEL will impose LD on the contractor as per clause no. 33.0 of TCC. | | |
| 27.0 | COMPLETION PERIOD | | |
| | The entire work under this scope shall be successfully completed within 21 (twenty one) months from the date of Start of work. | | |

| | | |
|---------------------------------|--|---------------|
| TENDER NO PSER:SCT:NBN-C2080:20 | | |
| VOLUME-IF-TCC-CML REV-01 | TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE) | PAGE 25 OF 35 |

| | |
|-------------|---|
| | Mobilisation period is 15 days from the date of LOI / intimation by Construction Manager BHEL, Nabinagar Site whichever is later. |
| 28.0 | CERTIFICATE TOWARDS COMPLETION |
| | The work under the scope of the contractor shall be deemed to have been completed in all respects only when so certified by CM, BHEL / NTPC. The decision of BHEL in this regard shall be final and binding on the contractor. |
| 29.0 | EXTENSION OF TIME FOR COMPLETION |
| 29.1 | If the completion of work as detailed in the scope of work gets delayed beyond the contract / completion period, the contractor shall request for an extension of the contract and BHEL at its discretion may extend the contract. |
| 29.2 | Based on the reviews jointly signed, the works balance at the end of original contract period less the backlog attributable to the contractor shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the contractor is bound to complete the portion of backlog attributable to the contractor. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly. |
| 29.3 | However, if any 'Time extension' is granted to the contractor to facilitate continuation of work and completion of contract, due to backlog attributable to the contractor alone, then it shall be without prejudice to the rights of BHEL to impose penalty/ LD for the delays attributable to the contractor, in addition to any other actions BHEL may wish to take at the risk and cost of contractor. |
| 29.4 | A joint programme shall be drawn for the balance amount of work to be completed during the period of 'Time Extension', along with matching resources to be deployed by the contractor as per specified format. Review of the programme and record of shortfall shall be done. |
| 29.5 | During the period of 'Time extension', contractor shall maintain their resources as per mutually agreed program. |
| 29.6 | At the end of total work completion as certified by BHEL engineer, and upon analysis of the total delay, the portion of time extensions attributable to (i) Contractor, (ii) Force majeure conditions, and (iii) BHEL, shall be worked out and shall be considered to be exhausted in the same order. The total period of time extensions shall be the sum of (i), (ii) and (iii) above and shall be equal to period between the scheduled date of completion and the actual date of completion of contract. LD shall be imposed/ levied for the portion of time extensions attributable to contractor and recoverable from the dues payable to the contractor. |
| 30.0 | MOBILIZATION ADVANCE/ INTEREST BEARING RECOVERABLE ADVANCE |
| | Not applicable. |
| 31.0 | SECURITY DEPOSIT & PERFORMANCE BOND |
| 31.1 | Security deposit shall be applicable as per relevant clause of GCC (Volume-IB). |
| 31.2 | Performance bond is not applicable. |
| 32.0 | REVISION ON ACCEPTED CONTRACT RATE |
| | Not applicable in this tender. |
| 33.0 | LIQUIDATED DAMAGE/ PENALTY |
| 33.1 | Intermediate Milestones (Applicable for each unit separately) |
| 33.1.1 | In case delay in achieving the Milestone as mentioned in Clause 26.4(1) above in each unit, is solely attributable to the contractor, 0.125% per week of executable Contract Value, limited to maximum 0.5% of executable Contract Value, will be withheld. |
| 33.1.2 | In case delay in achieving the Milestone as mentioned in Clause 26.4(4) above in each unit, is solely attributable to the contractor, 0.1875% per week of executable Contract Value, limited to maximum 0.75% of executable Contract Value, will be withheld. |
| 33.1.3 | Amount already withheld, if any against slippage of clause 26.4(1) & 26.4(4) above in each unit, shall be released only if there is no delay attributable to contractor in achievement of Milestone as mentioned in clause 26.4(5) of respective unit. |
| 33.1.4 | Amount to be withheld on account of slippage of identified intermediate milestone(s) shall be withheld out of respective milestone payment and balance amount (if any) |

| | | |
|---------------------------------|--|---------------|
| TENDER NO PSER:SCT:NBN-C2080:20 | | |
| VOLUME-IF-TCC-CML REV-01 | TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE) | PAGE 26 OF 35 |

| | |
|---------------|--|
| | shall be withheld @10% of RA Bill amount from subsequent RA bills. |
| 33.1.5 | 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. |
| 33.2 | Final Completion(Applicable for each unit separately) |
| 33.2.1 | Final deduction towards LD (if applicable), on account of delay attributable to contractor shall be based on final delay analysis on completion / closure of contract of each unit separately. Withheld amount, if any due to slippage of identified intermediate milestone(s) of respective unit shall be adjusted against LD or released as the case may be. |
| 33.2.2 | <p>If the completion of work of the unit is delayed beyond the completion period (Refer clause 26.4.(5) with phase gap of respective unit) due to reasons attributable to the contractor, they shall pay to BHEL as penalty a sum @ 0.5% of Contract Value per week of delay or part thereof.</p> <p>For Unit # 1, overall LD including LD against intermediate milestones shall be limited to maximum 2.5% of contract value.</p> <p>For Unit # 2, overall LD including LD against intermediate milestones shall be limited to maximum 2.5% of contract value.</p> <p>For Unit # 3, overall LD including LD against intermediate milestones shall be limited to maximum 2.5% of contract value.</p> <p>For Unit # 4, overall LD including LD against intermediate milestones shall be limited to maximum 2.5% of contract value.</p> <p>Thus maximum LD considering four units shall be limited to 10% of contract value.</p> |
| 33.2.3 | All other terms shall be as per the provision of GCC in this regard. |
| 33.3 | In case of LD recovery, the applicable GST shall also be recovered from the contractor. |
| NOTE:- | Executable Contract Value – Value of work for which inputs/ fronts were made available to contractor and were scheduled for execution till the date of achievement of the Milestone. |
| 34.0 | CONTRACT PRICE |
| 34.1 | The bidder shall quote their rates strictly in accordance with prescribed Price schedule of Volume-III (Latest revision). |
| 34.2 | The quantities of the various items mentioned in the Price schedules, Volume-III are approximate, based on very preliminary information and may vary to any extent or to be deleted altogether. The quoted rates of each item will remain firm throughout the period of execution including extension, for reasons whatsoever, as long as variation in the total value of the work executed under any part of this contract including extra items, if any, but excluding any price variation, remains within +/- 15 % (plus/minus fifteen percent) of the awarded price (as per LOI / WO). |
| 34.3 | The unit rate quoted for various items of BOQ shall include all the stipulation mentioned in the tender documents and nothing extra over BOQ rates shall be payable. |
| 34.4 | However, the contractor shall inform BHEL in case quantity variation of any item crosses + 50% (plus fifty percent) limit during execution and obtain approval/consent of CM, BHEL for execution of further quantity for this item. |
| 34.5 | Total price (Supply & service parts together) will be considered for evaluation. |
| 34.6 | Unless otherwise specified in price schedule, contractor shall obtain prior approval from BHEL / owner regarding manufacturer / make of all items under contractor's scope of supply |
| 35.0 | TAXES AND DUTIES |
| 35.1 | 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. |
| 35.2 | GST along with Cess (as applicable) legally leviable & payable by successful bidder |

| | | |
|---------------------------------|--|---------------|
| TENDER NO PSER:SCT:NBN-C2080:20 | | |
| VOLUME-IF-TCC-CML REV-01 | TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE) | PAGE 27 OF 35 |

| | |
|----------|---|
| | 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. |
| 35.3 | 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. |
| 35.4 | 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. |
| 35.5 | TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills (RA bills) unless exemption certificate from the appropriate authority / authorities is furnished. |
| 35.6 | TDS under GST shall be deducted at applicable rates on gross invoice value from the running bills (RA bills). |
| 35.7.1 | You may collect TCS under section 206C(1H) of Income Tax Act, 1961 if applicable. |
| 35.7.2 | In case, you collect TCS under section 206C(1H) of Income Tax Act, 1961, following compliance is required. |
| 35.7.2.1 | TAN and PAN of vendor should appear in all invoices/claims. Copy of TAN /TCS registration is to be submitted. |
| 35.7.2.2 | Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice. |
| 35.7.2.3 | 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. |
| 35.7.3 | 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. |
| 35.7.4 | 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. |
| 35.7.5 | You shall comply with all statutory amendment/notifications in this respect. |
| 35.8 | 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. |
| 35.9 | 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. |
| 35.10 | 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. |
| 35.11 | 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. |
| 35.12 | 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. |
| 35.13 | 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 |

| | | |
|---------------------------------|--|---------------|
| TENDER NO PSER:SCT:NBN-C2080:20 | | |
| VOLUME-IF-TCC-CML REV-01 | TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE) | PAGE 28 OF 35 |

| | |
|-------------|---|
| | on BHEL, as the case may be. |
| 35.14 | Successful bidder shall upload the invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the successful bidder along with interest levied / leviable on BHEL. |
| 35.15 | 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. |
| 35.16 | 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. |
| 35.17 | 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. |
| 36.0 | INTERIM PAYMENTS |
| 36.1 | For all items of works, as per the Price schedule, Vol-III, billing shall be on item rate basis. However, Interim Payment shall be limited to 95% of gross bill amount. |
| 36.2 | All admissible recovered/ adjustments etc. shall be made from the interim payable amount. |
| 36.3 | Balance 5 % retained from each RA bill will be released on completion of guarantee period. However, this 5 % payment can be released against submission of bank guarantee valid for the guarantee period as stated above in Proforma / Format of performance bank guarantee, subject to receipt of certificate that all works are completed in all respects. Submission of bank guarantee towards retention is separate and other bank guarantee(s) cannot be utilized for this purpose. This retention bank guarantee will be refunded after guarantee period. |
| 36.4 | 1.5 % of gross bill amount shall be paid in the following manner on certification by BHEL engineer after compliance of each of following activity in each month. In case of non-fulfilment of respective activity by vendor in each month, no payment shall be made by BHEL against corresponding activity and no claim of bidder at a later date, whatsoever, in this regard shall be entertained by BHEL. |
| 36.4.1 | 0.7 % shall be paid on compliance of housekeeping of vendor's working area and store/ office areas. |
| 36.4.2 | 0.3 % shall be paid on compliance of general illumination of vendor's working area and stores, office area. |
| 36.4.3 | 0.2 % shall be paid on compliance of applicable OHSAS requirement as per guidelines of BHEL/ PSER and as specified in the tender. |
| 36.4.4 | 0.3 % shall be paid on compliance of applicable safety requirement as per guidelines of BHEL/ PSER and as specified in the tender. |
| 36.5 | Contractor's RA bill, complete & correct in all respects, certified by BHEL engineer, shall be paid after 45 days of receipt of bill with all supporting documents. |
| 36.6 | BHEL site at its discretion, may further split up the above percentages of break up and effect payment to suit the site condition, cash flow requirement, according to the progress of work. |
| 36.7 | Such payment as above shall be affected only on certification by BHEL against completion of each stage. |
| 36.8 | Applicable GST, which can be claimed at any point, shall be released to you upon compliance of following: |
| 36.8.1 | You declaring such Invoice in his GSTR-1 |
| 36.8.2 | Receipt of Goods / services and Tax Invoice by BHEL |

| | | |
|---------------------------------|--|---------------|
| TENDER NO PSER:SCT:NBN-C2080:20 | | |
| VOLUME-IF-TCC-CML REV-01 | TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE) | PAGE 29 OF 35 |

| | |
|-------------|---|
| 36.8.3 | Confirmation of payment of GST thereon by you on GSTN Portal |
| 36.9 | BHEL site, at discretion, may further split up the above percentages and effect payment to suit the site condition, cash flow requirement, according to the progress of work. |
| 37.0 | PRICE VARIATION CLAUSE(PVC) |
| | Not applicable for this tender. |
| 38.0 | OVER RUN CHARGES(ORC) |
| | Not applicable for this tender. |
| 39.0 | METHOD OF MEASUREMENT |
| | 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. |
| 40.0 | EXTRA/ ADDITIONAL ITEMS OF WORK |
| | It shall be as per relevant clause no. 2.15 of GCC.However DSR-2018 to be referred for cl. no. 2.15.7-b. |
| 41.0 | DESIGN OFFICE AND FABRICATION DRAWING |
| 41.1 | Based on design drawings of structures, to be issued to the contractor from time to time by BHEL, contractor will prepare & submit within 15 days of receipt, the detail fabrication / shop drawing including tabulated form of bill of materials (BOM), joint calculations, for comments / approval of BHEL at the office of BHEL / PEM, Noida. BHEL reserves the right to assess the capability of the agency to be deployed by contractor for preparation of such fabrication drawing, and prior approval from BHEL Engineering office at Noida, is required for appointment of such agency. |
| 41.2 | Since time is the essence of the contract, the contractor must indicate the location of their design office where from such detailed activities will be made operative. It is preferred that the contractor have establishment / liason office at Delhi / Noida with a co-ordinator for better co-ordination with BHEL-PEM. |
| 41.3 | Contractor shall submit progress report pertaining to fabrication drawing, by 7 th of each month, drawing-wise, section-wise cumulative bill of materials for which engineering drawing has been issued to them and status of fabrication drawing. |
| 41.4 | Based on specification vendor has to design the electrical drawing & aviation lights for chimney within the time schedule mentioned in relevant clause. Based on approval from BHEL / NTPC, vendor has to procure & supply the materials at site. |
| 41.5 | As per specification, vendor has to submit the design, MQP & drawing for elevator. On approval of the same, vendor has to take further action for supplying the Elevator to site. |
| 42.0 | FABRICATION |
| 42.1 | All the fabrication of structural steel items (except work done at qualified shop(s) out side the project premises as per BOQ cum Price schedule) shall be done in fabrication yard inside project premises. Quality plan for structural works will be issued during execution stage upon approval of customer Bidders to note that all fasteners like MS / HT / HSFG bolts, nuts, lock nuts, washers etc shall be supplied by bidder as per technical specification / drawings. |
| 42.2 | Bidder, at his own cost, shall supply electrodes required for fabrication, erection of structural steel as per specification and approval of BHEL. |
| | Above mentioned clauses pertaining to consumption and wastage of structural steel applies to those materials issued by BHEL for site fabrication. |
| 43.0 | INSURANCE |
| 43.1 | 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. |
| 43.2 | Contractor shall report to BHEL in writing any damages to equipment/components on |

| | | |
|---------------------------------|--|---------------|
| TENDER NO PSER:SCT:NBN-C2080:20 | | |
| VOLUME-IF-TCC-CML REV-01 | TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE) | PAGE 30 OF 35 |

| | |
|-------------|---|
| | 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. |
| 43.3 | 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. |
| 43.4 | 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. |
| 43.5 | Other conditions of Insurance shall be as per relevant clause of GCC/SCC. |
| 44.0 | GUARANTEE |
| 44.1 | The works shall be completed to the entire satisfaction of the Engineer and in accordance with the completion schedule as specified in the Contract, and all unused stores and materials, tools, plant, equipment, temporary buildings, site office, labor hutments and other things shall be removed and the site and work cleared of rubbish and all waste materials and delivered up clean and tidy to the satisfaction of then Engineer at the Contractor's expenses. |
| 44.2 | The Engineer shall certify to the contractor the date on which the work is completed and the date thereof for commencement of Guarantee Period. |
| 44.3 | Guarantee period shall be 12 months from the date of start of guarantee period as per relevant clause of GCC. |
| 45.0 | OTHER TERMS |
| 45.1 | While bidder's scope include 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 / unskiled manpower only for site execution. Bidder should arrange all resources, like T&P, materials, consumables, supervision etc directly for the subject job. |
| 45.2 | Drawing showing enough details for the construction as per the specification shall be furnished to the contractor in a phased manner as far as possible. |
| 45.3 | The records / log-books / registers like Site Order Book, Hindrance Register, RMC / Steel Supply and Consumption Register, etc. are to be maintained properly by the vendor duly signed by BHEL representative. |
| 45.4 | Customer Specific qualifying requirement for bidder's approval: <i>Bidder should have been in past built at least one (1) reinforced concrete chimney of minimum 100m height.</i> Bidder to consider the above requirement also apart from PQR before submitting the bid. In case of customer's requirement, bidder may have to submit the document in support of the above for submission of the same to customer for approval. |
| 45.5 | All other term & conditions of this specification shall be governed by the pertinent provisions of SCC & GCC as applicable. |

| | | |
|---------------------------------|--|---------------|
| TENDER NO PSER:SCT:NBN-C2080:20 | | |
| VOLUME-IF-TCC-CML REV-01 | TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE) | PAGE 31 OF 35 |

ANNEXURE- A
TENTATIVE LIST OF EQUIPMENTS FOR CIVIL SITE LABORATORY

| CONCRETE TESTING EQUIPMENT | | | | |
|-----------------------------------|---------------------------|--|--|----------------|
| SL NO. | NAME OF TEST | NAME OF EQUIPMENT | SIZE OF EQUIPMENT | IS REF. |
| 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 50 sets desired considering Raft/Shell concreting activity. | IS 10086 |
| 3 | Workability of concrete | Slump cone | Standard, atleast 04 nos | IS 456 |

| Soil Testing Equipment (Levelling & Grading) | | | | |
|---|----------------------|----------------------------------|--|---------|
| 1 | Liquid limit test | Liquid limit apparatus | Standard | IS 2720 |
| 2 | Core Cutter test | core cutter apparatus | Rammer, 4 nos of standard core cutter mould, dolly | IS 2720 |
| 3 | Proctor density test | Std proctor Compaction apparatus | Standard | IS 2720 |
| 4 | Moisture Content | Rapid moisture meter | Standard, atleast 04 nos | IS 2720 |

| Process Control Accessories | | | | |
|------------------------------------|--|-----------------------------------|--|--|
| 1 | Hot air oven | Temperature range 50° C to 300° C | 600x600x600mm (min. size) | |
| 2 | Electronic balance | 1 no. | 1Kg x 0.001g | |
| 3 | Physical balance | 5 kg capacity | Weights upto 5 kg | |
| 4 | Thermometer | Temperature range 0° C to 150° C | Digital | |
| 5 | GI tray | 03 nos | 600x450x50mm, 450x300x40mm, 300x250x40mm | |
| 6 | Measuring jars | 2 nos set of each size | 100ml, 200ml, 500ml & 1000 ml | |
| 7 | Gauging trowlers | 2 nos | 100mm & 200 mm with wooden handle | |
| 8 | Spatula | 2 nos each size | 100mm & 200 mm with long blade wooden handle | |
| 9 | Stainless steel scoop | 2 nos each | 1 kg and 2 kg | |
| 10 | | | | |
| 11 | Digital pH meter | 01 nos | .01 mm least count | |
| 12 | Digital paint thickness meter for steel | 02 nos | 500-micron Range | |
| 13 | Digital paint thickness meter for masanory/concrete painting measurement | 02 nos | 150-micron range | |

| | | |
|---------------------------------|--|---------------|
| TENDER NO PSER:SCT:NBN-C2080:20 | | |
| VOLUME-IF-TCC-CML REV-01 | TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE) | PAGE 32 OF 35 |

ANNEXURE- A1
TENTATIVE LIST OF EQUIPMENTS FOR CIVIL SITE LABORATORY

| SL NO. | NAME OF TEST | NAME OF EQUIPMENT | SIZE OF EQUIPMENT | IS REF. |
|--------|---|---|--|----------|
| 1 | Initial & final setting time, Consistency of cement | Vicat Apparatus with desk pot | Standard | IS 5513 |
| 2 | Abrasion value test | Los Angeles Abrasion testing machine | Standard | IS 2386 |
| 3 | Aggregate Impact value test | Aggregate Impact value testing machine. | Standard | IS 9377 |
| 4 | Aggregate crushing value test | Crushing value apparatus | Standard | IS 2386 |
| 5 | Flakiness index | Thickness gauge for measuring flakiness index. | Standard | IS 2386 |
| 6 | Elongation Index | Elongation gauge | Standard | IS 2386 |
| 7 | Bulk density, voids and bulking apparatus | Measuring cylinders | 3, 5,10 & 15 liters cylinders | |
| 8 | Ready mix concrete Compressive test | Digital Compressive Testing Machine. | 2000KN capacity | IS 2505 |
| 9 | Cement cube casting | Cube mould | 70.6 x 70.6 x 70.6 mm, 05 Nos. minimum | IS 10086 |
| 10 | Ready mix concrete Cube Testing | Ready mix concrete Cube Mould | 150x150x150mm, minimum 50 Nos. | IS 10086 |
| 11 | Workability of ready mix concrete | Slump cone | Standard, at least 04 nos | IS 456 |
| 12 | Specific gravity of aggregates | Pycnometer | Standard, at least 02 nos | IS 383 |
| 13 | Cement mortar vibration | Motorised vibration machine for cement cube casting | Standard | IS 4031 |
| 14 | Course aggregate Sieve analysis (Ready mix concrete & Road Works) | Sieve set | 450mm dia GI Frames Size: 125 mm, 90 mm, 75 mm, 63 mm, 53 mm, 40 mm, 20 mm, 16 mm, 12.5 mm, 10 mm, 4.75 mm, Pan and cover (2 Sets) | IS 383 |
| 15 | Fine aggregate sieve analysis | Sieve set | 200 mm dia Brass sieves; Size 4.75 mm, 2.36 mm, 1.18 mm 600 micron, 300 micron, 150 micron, 75 micron, 75 micron, Pan and cover (2 Sets) | IS 383 |
| 16 | Seive Shaker | Motorised Sieve shaker | Mfg. Catalogue | |
| 17 | Silt content check | Sand silt content beaker | Standard | |

| | | |
|---------------------------------|--|---------------|
| TENDER NO PSER:SCT:NBN-C2080:20 | | |
| VOLUME-IF-TCC-CML REV-01 | TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE) | PAGE 33 OF 35 |

| Process Control Accessories | | | | |
|-----------------------------|--------------------------------|---|--------------------------------|----------|
| Sl | Description of Equipment | Specification | Size / No. | |
| 1 | Hot air oven | Temperature range 50° C to 300° C | 600 x 600 x 600 mm (min. size) | |
| 2 | Electronic balance | 600g x 0.01g, 10Kg and 50 kg | 3 nos. | |
| 3 | Physical balance | 5 kg capacity | Loose weights up to 5 kg | |
| 4 | Thermometer | Temperature 0°C to 50°C | 1 No. Digital & 2 Analogue. | |
| 5 | | | | |
| 6 | Measuring jars | 100ml, 200ml, 500ml & 1000 ml | 2 nos. set of each size | |
| 7 | Gauging trowel | 100mm & 200 mm with wooden handle | 4 nos. | |
| 8 | Spatula | 100mm & 200 mm with long blade wooden handle | 2 nos. each size | |
| 9 | Stainless steel scoop | 2 kg and 5 kg | 2 nos. each | |
| 10 | | | | |
| 11 | Digital pH meter | 0.1 least count | 02 nos. | |
| 12 | | | | |
| 13 | | | | |
| 14 | GI tray | 600 x 450 x 50 mm, 450 x 300 x 40 mm, 300 x 250 x 40 mm | 02 nos. each | |
| 15 | Electric mortar mixer | 0.25 CUM capacity. | 01 no | |
| 16 | Rebound hammer test | Digital Rebound hammer | 01 nos. | IS 13311 |
| 17 | Ultrasonic pulse velocity test | UPV apparatus for ready mix concrete | 01 No. | |

| | | |
|---------------------------------|--|---------------|
| TENDER NO PSER:SCT:NBN-C2080:20 | | |
| VOLUME-IF-TCC-CML REV-01 | TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE) | PAGE 34 OF 35 |

ANNEXURE- B

LIST OF STRUCTURAL DETAILER FOR CHIMNEY

| Sl No. | Name of the Agency & Address | Previous Work |
|--------|--|--|
| 1 | Prabhoo structure Consulting Engineers, Delhi Ph – 011-26186829 | Telangana / Rourkela / Unchahar / North Karanpura 2 |
| 2 | A E Automation, Chennai Ph - 9789859983 | Bhadradi, Chimney - 2 |
| 3 | Bharat Construction Co., Kolkata / Ranchi / New Delhi Ph - 7857800001 | Ennore SEZ |
| 4 | ADS Engineering Consultant, Kolkata Ph - 8826778359 | Bhadradi, Chimney – 1 / Bokaro / North Karanpura 1&3 |
| 5 | Ennar Structural Design consultant, Chennai | Korba / Marwa |
| 6 | Valtrack System Pvt Ltd., Chennai | North Chennai |
| 7 | Progressive Drafting Service, Delhi Ph - 8045132348 | Barauni |
| 8 | Talent Associates, Delhi | Panipat |

Note: The above list is indicative and not exhaustive and is for tender purpose only.

The list of vendors mentioned hereunder may preferably be considered for the following items. However, in case the bidder proposes to procure items from other suppliers, specific approval may be required to be taken.

| Sl. No. | Item description | Probable vendors |
|---------|--|--|
| 1 | CONSTRUCTION CHEMICALS – ADMIXURES, PLASTISIZERSS ETC. | SIKA INDIA LIMITED CICO TECHNOLOGIES LIMITED FOSROC CHEMICALS (I) PVT LTD, BSF |
| 2 | PAINT AND PAINTING SYSTEM | BERGER SHALIMAR PAINTS JENSON AND NICHOLSON KANSAI NEROLAC AKZO NOBEL ASIAN PAINTS |
| 3 | STRUCTURAL STEEL | STEEL AUTHORITY OF INDIA LTD TATA IRON & STEEL CO LTD INDIAN IRON & STEEL CO LTD RASHITRYA \SPAT NIGAM LTD JSPL LTD ESSAR STEEL LTD ISPAT INDUSTRIES LTD JSW STEEL LTD LLOYDS STEEL LTD SUNFLAG STEEL & IRON CO., BHANDA.RA (MH) - Only rounds 15 to 115 mm, Flats 45 to120 mm, W - 4.75 to 28 mm Thk., Hex - Rods 15.5 to 42 mm & wire rods 5.5 to 38 mm |
| 4 | MINERAL WOOL FOR THERMAL INSULATION | ROCKWOOL INDIA LIMITED, HYDERABAD ROCKWOOL INDUSTRIES, BHILAI LAPINUS, MALANPUR (MP) MINWOOLRAJANANDGAON LLOYD INSULATION, BHILAI U.P. TWIGA, BULEND SHAHAR |

| | | |
|---------------------------------|--|---------------|
| TENDER NO PSER:SCT:NBN-C2080:20 | | |
| VOLUME-IF-TCC-CML REV-01 | TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE) | PAGE 35 OF 35 |

| | | |
|---|------------------|---|
| 5 | CHIMNEY ELEVATOR | MEKASTER ENGG & EQPT (P) LTD. (GUJARAT) ALIMAK, AB (SWEDEN) UNIVERSAL CONSTRUCTION MACHINERY & EQUIPMENTS (PUNE) |
|---|------------------|---|

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 | <i>Construction of 4 nos 150 M Tall Single Flue RCC Chimney with Borosilicate Glass Block Lining System on MS Flue Can (excluding pile) at 4x250 MW BRBCL Nabinagar TPP FGD, Bihar.</i> | |
| Ref | 1.0 | Tender no: PSER:SCT:NBN-C2080:20 |
| | 2.0 | BHEL's NIT, vide reference no: PSER:SCT:NBN-C2080:8232, Date: 28-10-2020. |
| | 3.0 | BHEL's TCN- 01, vide ref. no. PSER: SCT: NBN-C2080:TCN-01, Date: 02-11-2020. |
| | 4.0 | BHEL's TCN- 02, vide ref. no. PSER: SCT: NBN-C2080:TCN-02, Date: 05-11-2020. |
| | 5.0 | BHEL's TCN- 03, vide ref. no. PSER: SCT: NBN-C2080:TCN-03, Date: 06-11-2020. |
| | 6.0 | BHEL's TCN- 04, vide ref. no. PSER: SCT: NBN-C2080:TCN-04, Date: 07-11-2020. |
| | 7.0 | BHEL's TCN- 05, vide ref. no. PSER: SCT: NBN-C2080:TCN-05, Date: 07-11-2020. |
| | 8.0 | BHEL's TCN- 06, vide ref. no. PSER: SCT: NBN-C2080:TCN-06, Date: 09-11-2020. |
| | 9.0 | 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).

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)