



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Govt. of India Undertaking)

**TCN – 01**

Ref: PSER:SCT:SDG-C2325:TCN-01

Date : 30-08-2024

Sub	<b>Tender Change Notice (TCN) - 01.</b>	
Job	Balance leftover civil & architectural works for buildings, foundations, pavements, roads & drains and other incidental works for 1 x 660 MW Unit-V, Sagardighi TPP Extension.	
Ref	1.0	Tender no. PSER:SCT:SDG-C2325:24.
	2.0	BHEL's NIT, vide reference no. PSER:SCT:SDG-C2325:10653 Date: 28-08-2024.
	3.0	Other References, if any.

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

1. Revised TCC, TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC-Rev-01 (attached) superseding TCC, Rev-0 issued earlier along with NIT. Changes related to Cl. No. 46.0 (QUANTITY VARIATION).
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.

Manager / SCT

Encl.: As Above

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

CLAUSE NO	DESCRIPTION
<b>1.0</b>	<b>PROJECT SYNOPSIS AND GENERAL INFORMATION</b>
1.1	<p><b>DETAILS OF PROPOSED STAGE/ UNITS</b></p> <p>Project name: Sagardighi Thermal Power Extension Project, unit # 5, 1x660 MW.  No of unit x capacity: 1 x 660 MW (Super-critical).  Project setting up by: West Bengal Power Development Corporation Limited.  Design ambient dry bulb temp: 50<sup>0</sup> C maximum &amp; 5<sup>0</sup> C minimum  Max relative humidity: 84%.  Average rainfall: 1389 mm.</p>
1.2	<p><b>APPROACH TO SITE</b></p> <p>The site is located at Manigram, about 13 km north of Sagardighi town by the side of the SMGR (Sagardighi-Manigram-Gankar-Raghunathgunj) road at a distance 20 km. from National Highway 34 in Murshidabad district in W.B and around 240 km from Kolkata.  Nearest railway station is Manigram adjacent to the site on Bandel-Barhawara branch line and 6.5 km from Sagardighi Railway Station on Sainthia-Azimgunj line of Eastern Railway.  Nearest Airport: NSC Bose Air Port, Kolkata.  Nearest Seaport: Haldia / Kolkata</p>
<b>2.0</b>	<b>SITE VISIT</b>
	The contractor should visit project site and acquire full knowledge and information about conditions prevailing at site and in & around the plant premises, together with all the statutory, obligatory, mandatory requirements of various authorities before submission of the bid.
<b>3.0</b>	<b>NAME OF WORK</b>
	Balance leftover Civil & architectural Works for buildings, foundations, pavements, roads & drains and other incidental works for 1 x 660 MW Unit-V, Sagardighi TPP Extension.
<b>4.0</b>	<b>SCOPE OF WORK</b>
4.1	<p>The scope broadly covers providing labour, supervision, materials (except those which will be supplied by BHEL free of cost), T&amp;Ps, consumables etc as per technical specification and terms &amp; conditions of tender taking into account all clarifications, confirmations and agreements till date.</p> <p>The major scope of works shall be: -</p> <ol style="list-style-type: none"> <li>1) Misc. Foundation works including earth work in excavation &amp; filling</li> <li>2) Misc. Building Works</li> <li>3) Road work (rigid &amp; flexible) and pavement</li> <li>4) Drains</li> <li>5) Concrete Laying &amp; Associated Works</li> <li>6) Brickwork &amp; Plastering Works</li> <li>7) Floor finishing work</li> <li>8) Painting Works</li> <li>9) Levelling &amp; grading</li> <li>10) Other miscellaneous works required for successful completion of subject tender scope of work</li> </ol>

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	Civil & Architectural works have to be carried out by the agency in Main Plant Area any other area as directed by Engineer at Site.
4.2	The items indicated at Sl. No. 4.1 is in progress by existing vendor. The work intended to be executed would be partly balance work and partly fresh work. The items of work would be scattered all over the plant area. The scope shall include other related works although they may not be specifically mentioned in the subsequent clauses and all such incidental items not mentioned, but are necessary for completion of the work as a whole. The scope also includes supply of all labour, technical personnel, materials, consumables and equipment for execution of work. The scope of work shall also include testing of all materials at site laboratory or approved laboratory outside, submitting test reports, arranging supervision etc.
4.3	Before quoting of the tender, the bidder should visit Sagardighi site to get himself apprised about the detailed status of the work already executed and the balance work to be carried out by them in all respect for successful operation of the unit. The quoted price as such should include all these factors.
4.4	Arranging gate passes for contractor's personnel, workmen, material and equipment's lies in scope of contractor for which BHEL will provide necessary support when required.
4.5	Ready mix concrete shall be given by BHEL Free of Cost 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.
4.6	The work to be performed under this specification consists of providing all temporary works, temporary storage sheds for contractors own use, temporary colony for labour and staff, temporary site offices, constructional plant's 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.
4.7	All quality standards, tolerances, welding standards & other technical requirements shall be strictly adhered to. The bidder shall fully apprise himself of the prevailing conditions at the proposed site, climatic conditions including monsoon pattern, soil conditions, local conditions and site-specific parameters and shall include for all such conditions and contingent measures in the bid, including those which may not have been specifically brought out in the specifications.
4.8	The successful bidder shall strictly abide by State & Central laws, statutory rules, regulations, Labour law, BOCW etc as indicated in tender. In addition, successful bidder shall comply with PF regulations, etc for all their employees/ workmen as per local authorities/ Governing Body instructions. Compliance with statutory obligations as well as any other requirements/ provisions with respect to successful bidder's manpower, equipment including insurance, medical facilities, minimum wages, safety requirements, accommodations, etc are the responsibility of successful bidder.
<b>5.0</b>	<b>DEVIATIONS</b> The bidder is required to submit 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.
<b>6.0</b>	<b>DEWATERING</b> Contractor shall ensure at all times that his work area & approach / access roads are free from accumulation of water, so that the materials are safe and the erection / progress schedule are not affected. No separate claim in this regard shall be admitted by BHEL. No separate payments for dewatering of subsoil, surface water or catchments water, if required, at any time during execution of the work including monsoon period shall be considered by BHEL.

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<b>7.0</b>	<b>GENERAL TECHNICAL REQUIREMENTS (CODES AND STANDARDS)</b>
7.1	Except where otherwise specified, the plant / equipment shall comply with appropriate Indian Standard or an agreed internationally accepted Standard Specification as mentioned elsewhere in tender, each incorporating the latest revisions at the time of tendering. Where no internationally accepted standard is applicable, the bidder shall give all particulars and details as necessary; to enable BHEL to identify all of the plant/ equipment in the same detail as would be possible had there been a standard specification.
7.2	Where the bidder proposes alternative codes or standards he shall include in his tender one copy (in English) of each standard specification to which materials offered shall comply. In such case, the adopted alternative standard shall be equivalent or superior to the standards mentioned in the specification.
7.3	In the event of any conflict between the codes & standards referred above and requirements of this specification, the requirements which are more stringent shall govern.
<b>8.0</b>	<b>GENERAL SERVICES TO BE RENDERED BY THE BIDDER</b>
8.1	Services for construction etc. under the contract shall include but not be limited to the following.
8.2	Except for reinforcement steel & those explicitly mentioned in BOQ to be provided by BHEL free of cost, all other material required for proper completion of job to be provided by the contractor at work site. Such material to be provided matching with construction program.
8.3	Handling of BHEL issued material – As per TCC clause no. 24.0.
8.4	Deployment of all skilled and unskilled manpower required for erection supervision, watch & ward and other services to be rendered under this specification.
8.5	Deployment of all erection/construction tools & tackle, construction machinery, transportation vehicles and all other implements in adequate number and size, appropriate for the erection/construction work to be handled under scope of this specification except otherwise specified.
8.6	Supply of all consumables, e.g. welding electrodes, etc. as well as materials required for temporary supports, scaffolding etc. as necessary for such construction work, unless specified otherwise.
8.7	Providing support services for the contractor's erection staff e.g. construction of site offices, temporary stores, residential accommodation and transport to work site for construction/erection workmen/personnel, watch and ward for security and safety of the materials under the Contractor's custody etc. as required. If limited staff accommodation is provided by customer, BHEL shall facilitate the same as per the terms and conditions of Customer for providing the same.
8.8	Maintaining proper documentation of all site activities undertaken by the contractor as per the proforma mutually agreed with BHEL, submitting monthly progress reports as also any such document as and when desired by BHEL/ owner, taking approval of all statutory authorities e.g., Provident Fund authority etc. for respective portions of work under the jurisdiction of such statutes of laws.
8.9	As part of overall project management activity, the contractor shall be responsible for proper co-ordination of erection/construction activities during various phases of execution of the contract. The contractor shall identify a person designated as construction manager, with whom BHEL shall interact on matters related to execution of the contract. The construction manager shall be the single point contact person on behalf of the contractor. BHEL shall interact with the construction manager only on all matters on co-ordination between BHEL and the contractor. For timely completion of work, the contractor may have to work in one or more shifts. He will not be eligible for any extra charge on this account.
8.10	The contractor shall confine all his field operations to those works which can be reformed without subjecting the equipment and materials to adverse effects, during inclement weather conditions, like monsoon, storms etc. and during other unfavorable construction conditions. No field activities shall be performed by the contractor under conditions which might adversely affect the quality and efficiency thereof, unless special

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	precautions or measures are taken by the contractor in proper and satisfactory manner in the performance of such works and with the concurrence of the engineer. Such unfavorable construction conditions in no way relieve the contractor of his responsibility to perform the works as per the schedule.
8.11	The contractor shall supply all the skilled workmen like carpenters, rod fitters, masons, electricians, pipe fitters, tin-smiths, instrument mechanics etc., in addition to other skilled, semi-skilled and unskilled workmen required for all works of handling and transportation from site store to erection/construction site, contemplated under this specification. Only fully trained and competent men with previous experience on the job shall be employed. They shall hold valid certificates wherever necessary. BHEL reserve the right to decide on the suitability of the workers and other personnel who will be employed by the contractor. BHEL reserves the right to insist on removal of any employee of the contractor at any time, if they find him unsuitable and the contractor shall forthwith remove him.
8.12	The supervisory staff employed by the contractor shall be technically qualified and experienced in the area of work. They shall ensure proper out turn of work and discipline on the part of labour put on the job by the contractor and in general see that the works are carried out in a safe and proper manner and in coordination with other labour and staff employed directly by BHEL or other contractors of BHEL and BHEL's client.
8.13	The contractor shall also furnish daily labour report showing by classification the number of employees engaged in various categories of work. The contractor shall also furnish progress report of work as required by BHEL engineer.
8.14	The work shall be executed under the usual conditions affecting major power plant construction and in conjunction with numerous other operations at site. The contractor and his personnel shall co-operate with other personnel, and other contractors, coordinating his work with others and proceed in a manner that shall not delay or hinder the progress of work as a whole.
8.15	The contractor's supervisory staff shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and aesthetic finish are essential part of this contract. The contractor shall be responsible to ensure that assembly and workmanship conform to the dimensions and tolerance given in the drawing / instruction given by BHEL Engineer from time to time.
8.16	It is the responsibility of the contractor to engage his workman in shifts or on overtime basis for achieving the target set by BHEL during construction/erection, commissioning and testing period. Contractor's quoted rate shall include all these contingencies.
8.17	Any other service, although not specifically called for but required for a contract of the size and nature indicated in the specification.
<b>9.0</b>	<b>DELETED</b>
<b>10.0</b>	<b>GENERAL GUIDELINES FOR FIELD ACTIVITIES</b>
10.1	The contractor shall execute the works in a professional manner so as to achieve the target schedule without any sacrifice on safety & quality and maintaining highest standards of safety and cleanliness.
10.2	The contractor shall co-operate with owner/ BHEL and other contractors working in site and arrange to perform his work in a manner so as to minimize interference with other contractor's works. BHEL's engineer shall be notified promptly of any defect in other contractors' works that could affect the contractor's work. If rescheduling of contractor's work is requested by the owner's / BHEL's engineer in the interest of overall site activities, the same shall be complied with by the contractor. In all cases of controversy, the decision of BHEL shall be final and binding on the contractor without any commercial implication.
10.3	The engineer shall hold weekly meeting of all the contractors working at site at a time and a place to be designated by the engineer. The contractor shall attend such meetings and take notes of discussions during the meeting and the decisions of the engineer and shall strictly adhere to those decisions in performing this work. In addition to the above weekly meeting, engineer may call for other meetings either with individual contractors or with selected number of contractors and in such a case the contractor, if called will also attend such meetings.

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10.4	The intent of this tender is expeditious execution of work with compressed time line. Day and night work are envisaged to complete works in least possible time. Time is the essence of the contract and the contractor shall be responsible for performance of his work in accordance with the specified construction schedule. If at any time the contractor is falling behind the schedule, he shall take necessary action to make good of such delays by increasing his workmen, T&Ps and other resources and working in extended hours or in day & night shifts as may be required to comply with the schedule and shall communicate such action in writing to the engineer, satisfying that his action will compensate for the delay. The contractor shall not be allowed any extra compensation for such action.
10.5	The engineer shall however not be responsible for provision of additional labour and or materials or supply of any other services to the contractor except for the co-ordination work between various contractors as set out earlier.
10.6	The works under execution shall be open to inspection & supervision by BHEL's / Owner's engineer at all times. The contractor shall give reasonable notice to BHEL before covering up or otherwise placing beyond the reach of inspection any work, in order that same may be verified, if so desired by owner/ BHEL.
10.7	Every effort shall be made to maintain the highest quality of workmanship by stringent supervision and inspection at every stage of execution. Manufacturer's instruction manual and guidelines on sequence of construction/erection and precautions shall be strictly followed. Should any error or ambiguity be discovered in such documents the same shall be brought to the notice of BHEL's engineer. Manufacturer's interpretation in such cases shall be binding on the contractor.
10.8	The contractor shall comply with all the rules and regulations of the local authorities, all statutory laws including Minimum Wages, Workmen Compensation etc. All registration and statutory inspection fees, if any, in respect of the work executed by the contractor shall be to his account.
10.9	All the works such as making approaches for movement of manpower & machineries, barricading, scaffolding, cleaning, checking, levelling, filling, chipping, drilling, reaming, scrapping, shaping, fitting-up, bolting/ welding, etc as may be applicable in such construction and necessary to complete the work satisfactorily, are to be treated as incidental and the same shall be carried out by the contractor as part of the work.

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<b>11.0</b>	<b>LABOUR AND LABOUR LAWS</b>
11.1	<p><b>Recruitment of Local Labour:</b> Local labours shall be engaged for unskilled work as per the prevailing practice of WBPDCCL. Preference may also be given for appointment of local people in semiskilled and skilled categories, if such suitable persons are available.</p>
11.2	<p><b>Labour Laws and Local Regulations:</b> The Contractor shall abide by the prevailing labour laws and shall have to obtain labour license from the appropriate authority as per the law at his cost and shall indemnify the Purchaser about his financial and other obligations arising out of labours/workers employed by him. On obtaining the labour license, the Contractor at appropriate time shall submit certified photocopy of the same to the Purchaser. The Contractor and its sub-contractor (s) shall possess valid PF &amp; ESI Code.</p>
11.3	<p><b>Wages and Working Hours:</b> The Contractor shall pay rates of Wages and observe hours and conditions of labour not less favourable than those established for the trade or industry in the district where the work is carried out but not less than the applicable minimum wages or by machinery of negotiation or arbitration to which the parties are organizations of employers and trade union's representatives respectively of substantial proportions of the employers and workers engaged in the trade or industry in the district. In the absence of any rates of Wages, hours or conditions of labour so established the Contractor shall pay rates of wages and observe hours and conditions of labour which are not less favourable than the general levels of wages and hours and conditions observed by other contractor whose general circumstances in the trade or industry in which he is engaged are similar.</p>
11.4	<p><b>Contractor to furnish return of labour employed:</b> The Contractor shall, if required by the Engineer, deliver to the Engineer or to his office a return in such form and at such intervals as the Engineer may prescribe showing in detail category-wise number of classes of labour from time to time employed by the Contractor on the Site and such information regarding construction machinery as the Engineer may require.</p>
11.5	<p>The Contractor shall make his own arrangements for the engagement of all labour and provide on the Site in so far as the Contract otherwise provides, for the transport, housing, feeding and payment thereof.</p> <p>The Contractor shall, so far as is reasonably practical, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer an adequate supply of drinking and other water for the use of his staff and labour.</p>



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11.6	<p><b>Other Requirements:</b></p> <ul style="list-style-type: none"> <li>a) The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulation or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor, or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his sub-contractor(s), agents of employees.</li> <li>b) The Contractor shall not give, barter or otherwise dispose of to any person or persons any arms or ammunition of any kind or permit the same as aforesaid.</li> <li>c) The Contractor shall in all dealings with labour in his employment have a due regard to all recognised festivals, days of rest and religious or other customs.</li> <li>d) In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local municipal or sanitary authorities for the purpose of dealing with and overcoming the same.</li> <li>e) The Contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighbourhood of the Site against the same.</li> <li>f) The Contractor shall be responsible for observance by his sub-contractor(s) of the foregoing provisions.</li> </ul>
<b>12.0</b>	<b>INSPECTION &amp; FIELD QUALITY ASSURANCE</b>
12.1	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.
12.2	Regarding testing of materials, contractor may arrange testing tools/tie-up with approved NABL Lab/tie up with existing established agencies at site.
<b>13.0</b>	<b>HEALTH, SAFETY &amp; ENVIRONMENT</b>
13.1	Contractor to follow Health, Safety and Environment norms as per HSE Plan Refer <b>Document Number:</b> HSEP:14-SGD Rev.: 02, DATE: 01-09-2020 <b>Document Title:</b> Health, Safety and Environment Plan for Site Operation by Subcontractors for Sagardighi.
<b>14.0</b>	<b>T&amp;P TO BE PROVIDED BY BHEL</b>
14.1	Nil
<b>15.0</b>	<b>LAND</b>
15.1	<b>Land for contractor's office &amp; store within plant premises:</b> Availability of land within plant boundary is very limited and the contractor has to plan and use the existing land considering the use of land by other Civil /mechanical/ electrical contractors and the storage of plant machineries and materials. The existing land shall be shared by all erection agencies. Land will be allocated with certain time frame and to the extent available/ considered necessary, and will be reviewed by BHEL depending upon the area availability. Such land will be provided by BHEL to the agency on free of cost basis.
15.2	<b>Land for labour colony/hutment:</b> Contractor has to arrange on their own land outside of plant premises. No land inside plant premises will be provided for this purpose. The contractor should visit the site to assess the site and surrounding conditions regarding feasibility of use of land for the purpose. The contractor to construct temporary labour colony/hutment as per his requirements after obtaining approval from statutory bodies.
15.3	The contractor will be responsible for handing back all lands, as handed over to him by BHEL/ WBPDCCL.
<b>16.0</b>	<b>WATER</b>
16.1	Construction and drinking water, will be provided to the contractor free of cost at one location within 500-700 m from the work area. However, additional water source if

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	required may have to be arranged by Bidder as per requirement of work at site with necessary permission from BHEL/WBPDCL within the quoted price.
16.2	Further necessary network for construction & drinking water system shall be done by the bidder at his own cost.
16.3	Contractor should arrange on their own, drinking water in their labour colony.
16.4	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 for which no separate payment shall be made by BHEL.
16.5	Contractor will have to arrange for storage of water to meet the day-to-day requirement. Bidder will ensure adequate supply of construction water to meet the requirement of water during major concreting.
16.6	The availability of water (construction as well as drinking) in project site may be limited. Contractor shall ensure that no water is wasted. In this regard the contractor shall take all necessary measure towards preservation of water.
<b>17.0</b>	<b>ELECTRICITY</b>
17.1	<p><b>CONSTRUCTION POWER &amp; GENERAL ILLUMINATION NETWORK</b></p> <p>BHEL Shall Provide Construction Power free of charges at 415V level at Two points within 500 M from his work place and bidders has to make his own distribution arrangement to draw electricity.</p> <p>Provision of suitable temporary lights at different floors/working areas for execution of the work &amp; safety of workmen shall be provided by the vendor, within the quoted rate. The illumination should be such that minimum illumination requirement as specified by Indian standards for general illumination is maintained.</p>
17.2	<p><b>GENERAL</b></p> <p>If any other voltage level (other than normally available) is required, the same shall be arranged by the contractor from power supply as above. Contractor will have to provide at his own cost necessary calibrated energy meters (tamper proof, suitably housed in a weather proof box with lock &amp; key arrangement) at point of power supply along with calibration certificate from authorized / accredited agency for working out the power consumption. In case of recalibration required for any reason the necessary charges including replacement by calibrated meters is to be borne by the contractor. Supply of electricity shall be governed by Indian Electricity Act and Installation Rules and other Rules and Regulation as applicable. The contractor shall ensure usage of electricity in an efficient manner and the same may be audited by BHEL time to time. In case of any major deviation from normally accepted norms is observed, BHEL will reserve the right to impose penalty as deemed fit for such cases.</p>
17.3	The bidder shall have to provide earth leakage circuit breaker at each point wherever human operated electrical drives/ T&Ps are deployed.
17.4	The power supply will be from the available grid. BHEL shall not be responsible for any inconvenience or delay caused due to any interruption of power supply/ variation in voltage level and no compensation for delay in work can be claimed by the contractor due to such non-supply on the grounds of idle labour, machinery or any other grounds.
17.5	Bidder will have to arrange sufficient illumination at their own work areas. General illumination and for common areas will be provided by BHEL
17.6	The contractor should ensure that the work in critical areas is not held up in the event of power breakdown. For critical works, vendor should plan and ensure alternate power arrangement for continuation of job or arrange alternate power from other vendors having backup power facilities. If the progress of work is hampered owing to interruption in power supply, it will be the responsibility of the contractor to step up the progress of work so that overall progress of work is not affected.
17.7	The contractor shall have to make arrangement at their own cost for illumination that will be required in the working area for execution of the work & safety of workmen.
17.8	Though the construction power is provided free of charge, it is the responsibility of the vendor to ensure efficient utilization of the electricity. Suitable audit shall be carried out jointly by BHEL & vendor on a periodic basis to ensure the same. In case at any point

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	of time it is found that construction power is being used inefficiently or for any other purpose than the intended use, the vendor will be suitably penalized as per the provision of the contract. The maximum penalty that can be imposed on the vendor shall be limited to one month's electricity charges (as will be obtained from the energy meter at draw point) per incident of inefficient use or misuse.
<b>18.0</b>	<b>PROCUREMENT OF CEMENT &amp; CONSUMABLE</b>
18.1	Although RMC will be provided free of cost by BHEL for execution of PCC & RCC work but for all other works such as brick masonry, plastering etc, Cement required are to be procured by the vendors directly from the manufacturer or their authorized dealers. In case of procurement from dealers, Certificate of dealership to be submitted for approval. Approval of manufacturer to be taken from BHEL / WBPDCCL before placement of order.
18.2	All consumables, like gas, electrodes, chemicals, lubricants etc. required for the scope of work, shall be arranged by the contractor at his cost unless otherwise specifically mentioned in the contract.
18.3	All consumables to be used for the job shall have to be approved by WBPDCCL/ BHEL prior to use.
18.4	In the event of failure of contractor to bring required quantity of cement & necessary consumables, BHEL may arrange for the same at the risk and cost of the contractor. The entire cost towards this along-with overhead shall be paid by the contractor or deducted from the contractor's bills.
<b>19.0</b>	<b>TEST CERTIFICATES</b>
19.1	Necessary test certificates of all materials supplied by contractor are to be produced to BHEL prior to use of those materials.
19.2	Arrangement of testing at Site to be kept for cement (Initial & Final setting Time & compressive strength, etc.)
<b>20.0</b>	<b>DELETED</b>
<b>21.0</b>	<b>PROJECT MANAGEMENT/ CONSTRUCTION MANAGEMENT</b>
	To meet the need of construction management at site, contractor shall provide the following services within quoted / accepted rates:
21.1	The bidder shall prepare progress report indicating progress on key activities, management summary for critical activities, list of actions requiring attention of BHEL.
21.2.1	The bidder shall submit daily reports for work force, materials reports and other reports as per pro-forma considered necessary by the BHEL or any other way of reporting as decided by BHEL site.
21.2.2	The progress report shall indicate the progress achieved against planned with reasons indicating delays, if any, and shall give the remedial actions which the contractor intends to take to make good the slippage or lost time, so that further works again proceed as per the original program and the slippages do not accumulate and effect the overall program.
21.2.3	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.
<b>21.3</b>	<b>SITE ORGANIZATION</b>
21.3.1	In line with work fronts allotted at site, 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. The vendor will submit organization chart (showing the name of Site-in-charge) indicating various levels of experts to be posted for supervision in the fields of supervision and execution, quality, material management, planning, safety, etc.
21.3.2	Engineering manpower with power plant construction background shall be deployed at site by the contractor for their day to day supervision etc.
21.3.3	Deputation of below required man-power shall be jointly decided at site in line with construction schedule.
21.3.3.1	Planning and Billing Engineer
21.3.3.2	Execution Engineer

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21.3.3.3	Site Supervisor
21.3.3.4	Safety Officer
21.3.3.5	Quality Engineer
21.3.4	Engineer/ supervisor for other functions like store & purchase, material management, planning, finance, administration etc are to be provided as per site requirement.
21.3.5	Further induction of manpower regarding site supervisor & site engineer will also be decided at site as per requirement without any financial implication on BHEL.
21.3.6	<p>In the event of non-deputation of engineer / supervisor by the bidder to ensure completion of work as per agreed schedules with BHEL site, BHEL shall reserve the right to Deduct Rs 70,000 per man-month for engineer and Rs 50,000 per man-month for supervisor.</p> <p>BHEL decision regarding above will be final and binding. However, prior notice will be given to the agency in respect of above.</p>
21.3.7	BHEL reserves the right to reject or approve the list of personnel proposed by the contractor. The persons approved by BHEL will have to be posted at site and deviation in this regard will not be permitted unless specific & reasonable justification is made.
21.4	<b>CONSTRUCTION MANAGEMENT</b>
21.4.1	Based on the allotted work fronts at site, the contractor shall submit a program of construction / erection for implementation. These programs would be amplified showing start of erection and subsequent activities and shall form the basis for site execution and detail monitoring. The contractor shall also be involved along with WBPDCCL / BHEL to tie up detailed resources mobilization plan matching with the performance targets.
21.4.2	The program would be jointly finalized by the site in-charge of the contractor with BHEL / WBPDCCL's project coordinator as well as the site-planning representative. The program will also identify sequential events matching financial turnover.
21.4.3	<p><b>Site Instruction Book:</b></p> <p>The Contractor shall, on receipt of the Engineering-in-charge's order to take up any variation of works, supply at his own cost, Site Instruction Book which shall be kept at site of work under the custody of the Engineering-in-charge or his authorised representative. The Site Instruction Book shall have machine numbered pages in duplicate. Directions or instructions from the Engineering-in-charge to be issued to the Contractor, will be entered (in duplicate) in the Site Instruction Book (except when such directions or instructions are given by separate letter). The Contractor or his authorised representative shall regularly note the entries in the Site Instruction Book and also record thereon the action taken or being taken by him in complying with the said directions or instruction or any relevant point relating to the Work. The Contractor or his authorised representative may take away the duplicate pages of the Site Instruction Book for his own record.</p> <p>Cases of additional work/variation of scope of work shall not be entertained unless supported by entries in the Site Instruction Book or any written order.</p> <p>The first page of Site Instruction Book shall contain the following particulars:</p> <ul style="list-style-type: none"> <li>i) Name of the work;</li> <li>ii) Reference to Contract No.;</li> <li>iii) Date of opening the Site Instruction Book;</li> <li>iv) Name and address of the Contractor;</li> <li>v) Name and address of the authorised representative (if any) of the Contractor;</li> <li>vi) Signature of the Contractor's representative;</li> <li>vii) Signature of the Engineering-in-charge;</li> <li>viii) Date of recording final inspection;</li> <li>ix) Date of actual completion of Work;</li> </ul> <p>Entries vide (viii) and (ix) above shall be filled in on completion of work and before the Site Instruction Book is recorded in the office of the Engineering-in-charge concerned.</p>
<b>22.0</b>	<b>TOOLS &amp; PLANTS (TO BE PROVIDED BY CONTRACTOR)</b>
22.1	Following tentative minimum Major T&Ps to be lined up for deployment as per site requirement and BHEL instruction.
22.1.1	3 nos. Hydraulic Excavator / Poclain

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22.1.2	5 nos. Tripper / Dumper (10 Cum Capacity)
22.1.3	1 no. JCB.
22.1.4	1 no. Self-Priming Dewatering Pump 3 HP (diesel/ electric).
22.1.5	1 no. Self-Priming Dewatering Pump 5 HP (diesel / electric).
22.1.6	1 no Curing Pump – 1.5 / 2 HP
22.1.7	3 nos. Transit Mixer (5 / 6 Cum. capacity).
22.1.8	2 nos. concrete pump (30 cum/ hr min capacity & lift 70M)
22.1.9	Concrete Vibrator with adequate Needle (1 Nos. diesel driven + 2 Nos. electric driven)
22.1.10	12 mm thick Ply Shuttering Board (minimum 1500sqm)
22.1.11	1 no Vibro-max (earth compacter).
22.1.12	1 no Vibro-Compactor – drum width 750mm.
22.1.13	1 nos. Reinforcement Bending Machine.
22.1.14	1 nos. Reinforcement Cutting Machine.
22.2	<p><b>TEST CERTIFICATE FOR T&amp;P</b></p> <p>All T&amp;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.</p>
22.3	<p>It may be noted that the list is not exhaustive and is only for general guidance. The contractor is required to provide all necessary T&amp;Ps, measuring (calibrated) instruments &amp; handing equipment's for timely completion of total work as per contract. In case of project requirement, some activities may have to pre-pone. In such cases the contractor may have to deploy additional T&amp;P. Quoted rate shall be inclusive of such requirements. However, contractor shall submit deployment plan of all T&amp;P along with tender bid.</p>
22.4	<p>In the event of any failure on the part of the contractor, 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&amp;P/ IMTEs, BHEL will be at liberty to arrange the same at the risk &amp; cost of contractor including transportation cost of same from any of BHEL site/ other agency &amp; charges as applicable shall be deducted from contractor's RA bill. Decision of BHEL in this regard will be final &amp; binding on contractor.</p>
<b>23.0</b>	<b>INSURANCE</b>
23.1	<p>BHEL shall arrange comprehensive MCE (marine cum erection) Insurance Policy for total project supply &amp; services including balance of plant package covering transit risks &amp; 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.</p>
23.2	<p>Contractor shall report to BHEL in writing any damages to equipment/components on receipt, storing, and during withdrawal of the materials from stores, in transit to site and unloading at place of work and during erection and commissioning till trial operation completion including handing over. The above report shall be as prescribed by BHEL site management. Any consequential loss arising out of non-compliance of this stipulation will be borne by contractor.</p>
23.3	<p>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.</p>
23.4	<p>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.</p>

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23.5	Other conditions of Insurance shall be as per relevant clause of GCC/SCC.
<b>24.0</b>	<b>MATERIAL HANDLING (BHEL ISSUED MATERIAL)</b>
24.1.1	Ready Mix Concrete, Reinforcement Steel, etc. and those explicitly mentioned in BOQ will be issued free of cost by BHEL for use in the work covered in this contract.
24.1.2	All other materials required for proper completion of job shall be provided by contractor from approved manufacturers/ suppliers and quoted rates shall be inclusive of this. Consignment of steel will be directly issued to the contractor as received by BHEL, on Weighment basis from its supplier, as per delivery challan of supplier.
24.1.3	It would be the responsibility of the contractor to keep in constant contact with BHEL / site to find out the delivery status, arrival of the consignments and arrange for escort to accompany the truck / trailer for transportation of above materials by BHEL's supplier, as necessary. The lorry, truck way bill for the consignment as shall be received by BHEL would be handed over to the contractor immediately for unloading of materials including all arrangement for necessary gate passes etc. All arrangement for necessary gate passes etc. shall be the responsibility of contractor.
24.1.4	Payment of all demurrages that may result due to contractor's fault / delay would be the responsibility of the contractor. If BHEL have to make payment of demurrage together with freight, the amount so paid as demurrages for the reasons stated above, shall be recovered from the bills of the contractor. The decision of BHEL's engineer in this regard will be final and binding on the contractor. However the contractor has to clear all such charges, if any in this regard and complete the job without waiting for BHEL's decision
24.1.5	It would be the responsibility of the contractor to sign on the delivery book acknowledgement slip of supplier / transport authorities etc. & to submit computerized account of all such consignments of materials received by them, daily to BHEL.
24.1.6	Consignments coming on Sundays and holidays are also required to be handled/ unloaded by the contractor. Since the offices and stores will probably remain closed on such days, it will be the responsibility of the contractor to contact BHEL engineers at their residence and obtain instructions.
24.1.7	Since the consignments are expected to arrive during any time of the day or night, contractor shall have, his workmen round the clock at site as well as other places as required to unload the materials immediately on arrival.
24.1.8	BHEL reserve the right to recover from the contractor any loss arising out of damage/ theft or any other causes of the materials issued to him at any point.
24.1.9	Alternately, Steel/any other material may be issued to the contractor from BHEL / customer's store or from available stock of other agency within the plant premises, on weighment basis (weighbridge facility shall be provided free of cost). Receipt of such material from BHEL / customer's stores, handling/ transportation to work site, unloading etc. will be under the scope of work within his quoted rate.
24.1.10	Open land (Limited area free from encumbrance), as available, shall be provided by BHEL on free of cost basis. Bidder shall make complete arrangement of necessary security personnel, to safeguard all such 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.
24.1.11	Excessive rusting of steel must be avoided. In case, due to any cause attributable to the contractor, such rusting of steel occur rendering the same unusable, then such quantity of steel shall be recovered from the interim payment at the penal rate specified in the tender.
24.1.12	No material shall be issued to the contractor except as those indicated above i.e. Ready Mix Concrete, Reinforcement Steel & those explicitly mentioned in BOQ. Contractor will have to make his own arrangement at his own cost for procurement of any other material as required for the works and of such quality as acceptable to BHEL.
24.1.13	The contractor shall maintain proper store account for all the BHEL issued materials and shall give copy once in a month of computerized reconciliation statement along with RA Bill for maintaining account for the BHEL issued material.
24.1.14	The contractor shall solely be responsible for the safety & quality of material after it is handed over and issued to contractor by BHEL.

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24.1.15	Under any circumstances, BHEL issued materials shall not be taken out of the project site unless otherwise permitted by BHEL.
24.1.16	<b>Handling and storage of material including cement which shall be procured by successful bidder for contract scope:</b> Successful bidder has to make their own arrangement in line with standards and as per instruction of BHEL without any cost implication. However, in view of left over works, if available, BHEL shall facilitate temporary storage at nearby workplace areas.
<b>25.0</b>	<b>ISSUE OF MATERIALS (BHEL ISSUED MATERIAL)</b>
25.1	ISSUE OF STEEL
25.1.1	Steel shall be issued to you free of cost on the following basis.
25.1.1.1	Reinforcement steel (TMT) & those explicitly mentioned in BOQ – Weighment basis (unit – MT).
25.1.2	All reinforcement steel (TMT) & those explicitly mentioned in BOQ issued by the BHEL shall be properly accounted for. The total quantity of reinforcement steel required for the work will be calculated from the approved bar bending schedule. The measurement for payment as well as for accounting shall be based on the sectional weights as indicated in the following/-applicable latest IS specifications.  Reinforcements Fe-500 confirming to IS:1786.
25.1.3	In case any such sectional weights are not available in the above documents or cannot be derived from above documents, the manufacturer recommendation shall be binding.
25.1.4	The steel issued to you shall be mainly in standard length and sections as received from the supplier. However, you shall be bound to accept the steel in length as available in the project. No claims for extra payment because of issue of non-standard length will be entertained.
25.1.5	You shall satisfy yourself of the quality and quantity of the materials at the time of taking delivery from BHEL/ owner. No claims whatsoever will be entertained by BHEL because of quality or quantity after the materials are taken by you from BHEL/ owner stores.
25.2	The contractor shall submit to the engineer, a statement indicating estimated quantity of steel required at least two months in advance. In addition, the contractor shall also furnish the estimated requirement of steel during a month by the third week of the previous month. Failing which BHEL will not responsible to ensure supply of steel. Delay in completion if any for the same shall be in bidders account.
25.3	You have to note that all fasteners like MS/ HT/ HSFG bolts/nuts, lock nuts, washers etc. shall be supplied by you as per applicable item of price schedule.
25.4	You have to note that cement/concrete and steel required for your enabling job like store/ site office etc. shall be arranged at your own cost.
25.6	ISSUE OF READY MIX CONCRETE
25.6.1	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.
25.6.2	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 a month by the third week of the previous 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.
<b>26.0</b>	<b>RETURN OF MATERIALS</b>
26.1	RETURN OF STEEL INCLUDING SCRAP As per SCC Civil & Structural Rev-0 Dated 30/03/2022 clause no 6.4. Surplus
26.2	RETURN OF READY MIX CONCRETE
26.2.1	Under any circumstances Ready Mix Concrete will not be taken back. Bidder to plan accordingly for proper use of Ready Mix Concrete.
<b>27.0</b>	<b>RMC, REINFORCEMENT-STEEL, FOUNDATION BOLTS ETC. CONSUMPTION AND WASTAGE</b>
27.1	REINFORCEMENT STEEL & FOUNDATION BOLTS ETC. CONSUMPTION As per SCC Civil & Structural Rev-0 Dated 30/03/2022 clause no 6.4.4.3

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27.2	REINFORCEMENT STEEL & FOUNDATION BOLTS ETC. WASTAGE	
	As per SCC Civil & Structural Rev-0 Dated 30/03/2022 clause no 6.4.4.4	
27.3	READY MIX CONCRETE CONSUMPTION	
27.3.1	The theoretical consumption of various grade shall be 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.	
27.4	READY MIX CONCRETE WASTAGE	
27.4.1	Allowable wastage: +1.5% of the theoretical consumption shall be considered as allowable wastage.	
<b>28.0</b>	<b>RECONCILIATION OF BHEL ISSUED MATERIALS</b>	
28.1	As per SCC Civil & Structural Rev-0 Dated 30/03/2022 clause no 6.4.4.7	
<b>29.0</b>	<b>RECOVERY OF MATERIAL</b>	
29.1	If wastage exceeds the specified limit, the recovery of excess wastage shall be made from monthly RA bill at the penal rate stipulated below.	
29.2	PENAL RATE OF MATERIALS	
	Item	Penal rate (Rs)
29.2.1	Reinforcement steel and MS round etc.	75,000 per MT.
29.2.2	Ready Mix Concrete	
	M - 7.5	6,500 per Cum
	M – 10	7,000 per Cum
	M – 15	7,850 per Cum
	M – 20	8,600 per Cum
	M – 25	8,700 per Cum
	M – 30	8,900 per Cum
<b>30.0</b>	<b>CONSTRUCTION OF TEMPORARY OFFICE, STORES ETC</b>	
	The contractor shall arrange at his own cost cleaning of area allotted, construction of his temporary office, stores, cement godown etc. and also the watch and ward of all the above. Materials required for the same shall be provided by contractor at his own cost.	
<b>31.0</b>	<b>DELETED</b>	
<b>32.0</b>	<b>CONSTRUCTION SCHEDULE</b>	
	Entire work shall be carried out to match the project milestone schedule given below, within the stipulated completion period of 8 (Eight) months. <ul style="list-style-type: none"> <li>Boiler Light Up (BLU) by November 2024</li> <li>Oil Synchronization by January 2024</li> <li>Coal Synchronization by February 2025</li> <li>Full load/ COD by February 2025/ March 2025</li> </ul>	
32.1	<b>Within 3 working days of receipt of LOI</b> , the contractor shall discuss with BHEL site & finalize area/scope and sequence of work to be taken up at site.	
<b>33.0</b>	<b>COMPLETION / CONTRACT PERIOD</b>	
33.1	<b>The intent of Timeline is to complete all major work</b> under this scope required to meet above Milestones successfully in all respect within <b>6 (Six) months</b> and <b>entire works within 8 (Eight) months</b> from the date of start of work as certified by Construction Manager.	
33.2	BHEL Site shall provide written intimation for area & scope of work to be taken up at site on time to time/case to case basis. Based on the same, the successful bidder shall mobilize at site within <b>15</b> days as per written intimation and complete the works as per agreed plan. In case of exigency, agency shall reorganize mobilized manpower to immediately take up the work.	
33.3	Actual date of start of work shall be reckoned based on certification of Construction manager.	
<b>34.0</b>	<b>LIQUIDATED DAMAGE/ PENALTY</b>	
34.1	Overall Completion	
34.1.1	In the event of any delay attributable to the contractor in completion of <b>assigned job as per jointly agreed timeline</b> and handing over of facilities with acceptable standards/quality within the period as stipulated in the contract or any extension	



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	<p>thereof, the contractor shall be liable to pay Liquidated damage (LD) to BHEL for the delay at the rate of 0.25% of the contract price per week plus applicable GST after completion of timeline.</p> <p>This Liquidated Damage (LD) on account of delay in the completion schedule (8 months) shall be limited to cumulative capping of 10% of contract price plus applicable GST</p>
34.1.2	The liability for delay shall not in any case exceed 10 % (Ten percent) of the contract price/ Executed value.
<b>35.0</b>	<b>CERTIFICATE TOWARDS COMPLETION</b>
	The work under the allocated scope of the contractor shall be deemed to have been completed in all respects only when so certified by BHEL / customer. Decision of BHEL in this regard shall be final and binding on the contractor.
<b>36.0</b>	<b>GUARANTEE</b>
36.1	Even though the work will be carried out under supervision of BHEL, the contractor will be responsible for the quality of workmanship, quality of materials/ items and design for which the contractor is responsible.
36.2	<p>The contractor shall guarantee the work executed under the scope of the contract for a period of:</p> <p>18 (Eighteen) months from the date of completion of allocated scope of work and handing over to BHEL/WBPDCL</p> <p style="text-align: center;"><b>OR</b></p> <p>12 (Twelve) months from date of operation acceptance of Power Plant (1x660 MW unit) whichever is earlier.</p> <p>Contractor shall rectify free of cost all defects due to faulty supply or work done. In case the contractor fails to repair/ replace the defective works within the time specified by the engineer, BHEL may proceed to undertake the repairs/ replace such defective works at contractor's risk and cost without prejudice to any other rights and recover the same from security deposit/ other dues.</p>
<b>37.0</b>	<b>SECURED RECOVERABLE ADVANCES</b>
	Not applicable for this tender.
<b>38.0</b>	<b>OVER RUN CHARGES</b>
	Not applicable for this tender.
<b>39.0</b>	<b>DELETED</b>
<b>40.0</b>	<b>PRICE VARIATION CLAUSE</b>
	Not applicable in this tender
<b>41.0</b>	<b>EXTRA/ ADDITIONAL ITEMS OF WORK</b>
	It shall be as per GCC.
<b>42.0</b>	<b>SECURITY DEPOSIT &amp; PERFORMANCE BOND</b>
42.1	Security deposit shall be as per GCC.
42.2	Performance bond is not applicable for the tender.
<b>43.0</b>	<b>TAXES, DUTIES ETC</b>
43.1	<p>All taxes excluding GST (as specified elsewhere in this clause) &amp; 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.</p> <p>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.</p> <p>Bidder's quoted/ accepted rates/ price shall be inclusive of all such requirements.</p>
43.2	<p>GST along with Cess (as applicable) legally leviable &amp; payable by successful bidder as per GST Law shall be paid by BHEL, extra.</p> <p>Hence, bidder shall not include GST along with Cess (as applicable) in their quoted rates/ price.</p>

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43.3	Successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by successful bidder on BHEL for this project / work.
43.4	Since GST on output will be paid by BHEL separately as enumerated above, bidder's quoted rates / price should be after considering the Input Credit under GST law at bidder's end.
43.5	TDS under Income Tax Act shall be deducted as per prevailing IT rules from the bills.
43.6	TDS under GST shall be deducted as per prevailing GST rules from the bills.
43.7.1	You may collect TCS under section 206C(1H) of Income Tax Act, 1961 if applicable.
43.7.2	In case, you collect TCS under section 206C(1H) of Income Tax Act, 1961, following compliance is required. TAN and PAN of vendor should appear in all invoices/claims. Copy of TAN /TCS registration is to be submitted. Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice. You shall be required to submit certificate of TCS in Form no. 27D within 15 days from the due date for furnishing the statement of tax collected at the source.
43.7.3	In case, you do not collect TCS under section 206C(1H) of Income Tax Act, 1961, following declaration is to be submitted alongwith each invoice: - "I/We hereby declare that I/We are not required to collect TCS under section 206C(1H) of Income Tax Act, 1961, on this bill.
43.7.4	In event of failure to comply with the provisions of the Act, or proper certificate not issued, or if tax collected but not remitted to the Government, or for any other reason and thereby causing loss to BHEL, the same shall be recoverable from the vendor with applicable interest.
43.7.5	You shall comply with all statutory amendment/notifications in this respect.
43.8	Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred thereunder) wherein the 'Bill To' details shall encompass following. BHEL GSTN – Refer attached GSTN code table of BHEL. Name - BHARAT HEAVY ELECTRICALS LIMITED Address - Shall be intimated later. Specific details of BHEL GSTN, Name and Address as stated above, have been specified elsewhere in the tender.
43.9	Successful bidder to intimate immediately on the day of removal of goods (in case of any supply of goods) to BHEL along with all relevant details and send a scanned copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances. Portal address and Email address – Shall be intimated later. Specific details of above shall be intimated to successful bidder by BHEL at appropriate juncture.
43.10	In case of delay in submission of above mentioned documents on the date of despatch, BHEL may incur penalty/ interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from successful bidder, in case such delay is not attributable to BHEL.
43.11	In case of raising any Supplementary Tax Invoice (Debit / Credit Note), successful bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.
43.12	Successful bidder shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice. If any supply of goods is applicable, successful bidder shall also ensure prompt delivery of goods after despatch.

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43.13	Bidder shall note that in case GST credit is delayed / denied to BHEL due to delayed / non receipt of goods and / or Tax Invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons, not attributable to BHEL, GST amount shall be recoverable from successful bidder along with interest levied/ leviable on BHEL, as the case may be.
43.14	Successful bidder shall upload the invoices raised on BHEL in IFF/GSTR-1 within the prescribed time as given in the GST Act, and the same should be available to BHEL in FORM GSTR-2B electronically through the common portal; and confirmation of payment of such GST to the Government through filing of GSTR3B of corresponding month/quarter. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the successful bidder along with interest levied / leviable on BHEL.
43.15	Successful bidder to arrange for e-waybill for any movement 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.
43.16	Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.
43.17	Benefits and / or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a later date.
<b>44.0</b>	<b>INTERIM PAYMENTS</b>

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44.1	<p>For all items of work as per Volume-III, Price Schedule, interim payment shall be limited to 95 % of the gross value of interim bill on item rate basis. The balance 5 % shall be payable on completion of guarantee period. 5% will be retained as “retention amount” from each RA bill admitted. Alternatively, BG, in line with clause 1.12 of GCC, equivalent to 5% of Contract Value against Retention Amount can also be submitted before payment of first RA Bill. The validity of the said BG shall be initially for the contract period &amp; shall be extended, if so required, up to acceptance of final bill. In case of increase in contract value, additional BG for 5% of differential amount shall be submitted by Contractor before payment of next RA Bill due. In case, contractor opts cash deduction from RA bills in the beginning &amp; subsequently offers to submit BG later on, then refund of deducted retention amount may be permitted against submission of equivalent BG only once during the contract period.</p> <p>Retention Amount shall be refunded as per clause no 2.22.2 of GCC along with confirmation of receipts of TCS certificates from vendor, as applicable and confirmation of full GST Credit to BHEL.</p> <p>Any interest if levied thereon for reasons elaborated in taxes, duties clause of the tender, which is not attributable to BHEL, will be recovered from the final payment/ retention amount/ securities.</p>
44.2	All admissible recovery / adjustments etc. shall be made from the interim payable amount.
44.3	Out of this 95 %, 1.5 % of gross bill amount shall be paid in the following manner on certification by BHEL engineer after compliance of each of following activity in each month. In case of non-fulfilment of respective activity by vendor in each month, no payment shall be made by BHEL against corresponding activity and no claim of bidder at a later date, whatsoever, in this regard shall be entertained by BHEL.
44.3.1	0.7 % shall be paid on compliance of housekeeping of vendor’s working area and store/ office areas.
44.3.2	0.3 % shall be paid on compliance of general illumination of vendor’s working area and stores, office area.
44.3.3	0.2 % shall be paid on compliance of applicable OHSMS requirement as per guidelines of BHEL/ PSER and as specified in the tender.
44.3.4	0.3 % shall be paid on compliance of applicable safety requirement as per guidelines of BHEL/ PSER and as specified in the tender.
44.4	BHEL site at its discretion may further split up the above percentages of break up or item rate weightage in price schedule (Vol-III, schedule 3 & 4) and effect payment to suit the site condition, cash flow requirement, according to the progress of work.
44.5	The contractor shall submit his running bill, once in a month at the end of each month. The RA bill complete in all respect, accompanied by BHEL engineers certified measurement sheets, jointly signed, will be paid within <b>30 days</b> of submission of bill, subject to completeness and correctness. Income Tax at the prevailing rates on gross value of work done & applicable surcharge shall be deducted from contractor’s bill, unless exempted by Income Tax Authority.
44.6	Applicable GST shall be released to you upon compliance of following:
44.6.1	You declaring such Invoice in your IFF/GSTR-1; and the same should be available to BHEL in FORM GSTR-2B electronically through the common portal.
44.6.2	Receipt of Goods / services and Tax Invoice by BHEL.
44.6.3	Confirmation of payment of GST thereon by you on GSTN Portal; and confirmation of payment of such GST to the Government through filing of GSTR-3B of corresponding month/quarter.
44.6.4	Above is subject to receipt of goods / service and tax invoice thereof along with you declaring invoice in your return and paying GST within timeline prescribed for availing ITC by BHEL.
<b>45.0</b>	<b>CONTRACT PRICE</b>

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45.1	The bidder shall quote their total price strictly in accordance with prescribed Price schedule of Volume-III. Total price as per SCH-1 of Vol-III, Price Schedule will be considered for evaluation and awarding.
<b>46.0</b>	<b>QUANTITY VARIATION</b> The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side). No compensation becomes payable in case the variation of the final executed contract value is within the limits of Minus (-) 30% of awarded contract value.
<b>47.0</b>	<b>METHOD OF MEASUREMENT</b>
47.1	Mode of measurement shall be as per relevant clauses of technical specification of this tender. In case the same is not available the relevant IS 1200 in conjunction of IS code 3385 shall be adopted. In case the same is also not available, the standard procedure adopted in CPWD shall be adopted. In case the same is also not available in CPWD, the measurement of the work done will be based on the mutual agreement between BHEL and contractor. In all the above cases, the interpretation of BHEL will be final and binding to the contractor.
47.2	Method of measurement for earth work shall be as per following:
47.3	Earthwork in excavation - Measurement shall be as per actual excavated quantity at site and as per clause 5.2.0 of Technical Specification, Section D, Sub-Section D1 of VOL-II B (Standard Technical Specification).
47.4	Earthwork in backfilling – Measurement shall be as per excavation quantity after deduction for concrete etc. Difference in final backfilled level with respect to initial ground level shall also be taken into account for deduction, if any, from excavation quantity.
<b>48.0</b>	<b>OTHER TERMS</b>
48.1	While bidder's scope includes deployment of all resources, like T&P, materials, consumables, manpower including supervision etc for proper completion of the subject job and no sub-contracting for execution of the job is allowed by BHEL. Depending on project's requirement and on prior acceptance of BHEL, bidder may associate agencies for deployment of skilled/ unskilled manpower only for site execution. Bidder should arrange all resources, like T&P, materials, consumables, supervision etc directly for the subject job.
48.2	All other term & conditions of this specification, not mentioned above shall be governed by the pertinent provisions of GCC, Volume-IB.
48.3	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.

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### ANNEXURE-A – TENTATIVE LIST OF SUPPLIERS

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

SL. NO.	ITEM	PROPOSED SUB SUPPLIER	PLACE OF MANUFACTURING	REMARKS
1	CONSTRUCTION CHEMICALS - ADMIXTURES, PLASTISIZERS, RETARDERS WATER PROOFING COMPOUNDS GROUTS	SIKA INDIA LTO	-	
		CICO TECHONOLOGIES LTD	-	
		FOSROC CHEMICALS (I) PVT LTD	-	
		BASF	-	
2	BITUMEN IMPREGNATED FIBER BOARD JOINT FILLER, BITUMEN SEALING COMPOUND	BIS APPROVED SOURCES HAVING VALID BIS LICENCE	-	
3	RCC PIPES	BIS APPROVED SOURCES HAVING VALID BIS LICENCE	-	
4	PAINT AND PAINTING SYSTEM	BERGER	-	
		SHALIMAR PAINTS	-	
		JENSON AND NICHOLSON	-	
		KANSAI NEROLAC	-	
		AKZO NOBEL	-	
		ASIAN PAINTS	-	
5	GI PIPES	BIS APPROVED SOURCES HAVING VALID BIS LICENCE	-	

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

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

Sub	No Deviation Certificate.	
Job	Balance leftover civil & architectural works for buildings, foundations, pavements, roads & drains and other incidental works for 1 x 660 MW Unit-V, Sagardighi TPP Extension.	
Ref	1.0	Tender no. PSER:SCT:SDG-C2325:24
	2.0	BHEL's NIT, vide reference no. PSER:SCT:SDG-C2325:10653 Date: 28-08-2024.
	3.0	BHEL's TCN-01, vide reference no. PSER:SCT:SDG-C2325:TCN-01 Date: 30-08-2024.
	4.0	All other pertinent issues till date.

Dear Sir/Madam,

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

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

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

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

Thanking you,

Yours faithfully,

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

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 033-2339 8000