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# TENDER SPECIFICATIONS

**TENDER NO. BHEL/ NR/SCT/ FRK 6/ BLR-ST/474**

**FOR**

**“Erection of structures for Boiler and Boiler drum of 1 x 500 MW Unit-6, at Farakka Super Thermal Power Project (FSTPP), Farakka town, Distt.- Murshidabad (West Bengal)”**

## **PART I – TECHNICAL BID**



**Bharat Heavy Electricals Limited**  
(A Govt. Of India Undertaking)  
**Power Sector – Northren Region,**  
**Plot No. 25 , Sector - 16A ,**  
**Distt. Gautam Budh Nagar, NOIDA – 201 301 (INDIA)**



ISO 9001-2000, ISO  
14001 and OHSAS  
18001 certified  
company  
SubContract and  
Purchase Deptt.

**Bharat Heavy Electricals Limited**  
(A Govt. Of India Undertaking)  
**Power Sector – Northren Region,**  
Plot No. 25 , Sector - 16A ,  
Distt. Gautam Budh Nagar, NOIDA – 201 301(INDIA)  
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**TENDER NO. BHEL/ NR/SCT/ FRK 6/ BLR-ST/474**

**IMPORTANT NOTE**

PURCHASER OF THIS TENDER DOCUMENT IS ADVISED TO CHECK AND ENSURE COMPLETION OF ALL PAGES OF TENDER DOCUMENT AND REPORT ANY DISCREPANCY TIMELY FOR CORRECTIVE ACTION, IF ANY, TO THE ISSUING AUTHORITY BEFORE THE BIDS ARE SUBMITTED. ORIGINAL COPY OF TENDER DOCUMENT COMPLETE IN ALL RESPECTS MUST BE SUBMITTED BACK AS PART OF THE BID WITHOUT WHICH THE SAME IS LIABLE TO BE REJECTED BY BHEL.

THIS TENDER SPECIFICATION ISSUED TO:

M/S-----

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## TENDER NOTICE

Sealed tenders are invited from the contractors fulfilling qualifying requirements for the work of Erection of structures for Boiler and Boiler drum of Boiler of 1 x 500 MW, Unit-6 at Farakka Super Thermal Power Project (FSTPP), Farakka town, Distt.- Murshidabad (West Bengal)

**TENDER NO. BHEL/ NR/SCT/ FRK 6/ BLR-ST/474**

### QUALIFYING REQUIREMENTS:

**1.0 “Tenderers who wish to participate should have executed structural erection work of main boiler of 300 TPH / 67.5MW Unit ‘OR’ above rating during last seven years.**

**AND**

**2.0 “Party should also have an average annual turnover of minimum of Rs.170 Lacs (Rupees One Hundred and Seventy Lacs only) during preceding three years (2004-05, 2005-06 & 2006-07)”. The bidders shall submit audited balance sheets in support of this.**

### NOTES:

- (i) The Tender Documents comprises of following;
  - (a) Special Conditions of Contract (SCC), Tender Notice, Project Synopsis, GCC etc.
  - (b) Rate Schedule
- (ii) Tender Documents with complete details are hosted on BHEL’s web page [www.bhel.com](http://www.bhel.com). Bidder(s) intending to participate may download the tender document from the web site. Bidder(s) downloading the tender documents from the web site, shall remit Rs.1000/- (Rupees One thousand only) in the form of crossed demand draft (non-refundable), in favour of BHEL, NOIDA along with their offer
- (iii) Bidder(s) can also purchase hard copy of tender documents from this office. Tender documents (non transferable) will be issued on all working days between 09.30 Hrs. to 12.30 Hrs within the sale period i.e **upto 22.02.2008** on payment of Rs.1,000/- (non-refundable) either in cash or by crossed demand draft in favour of BHEL, NOIDA. Request for issue of tender document should clearly indicate Tender no. and work.

- (iv) Tenders must be submitted to the undersigned (Room No. 104) at the address given above **latest by 22.02.2008** before opening of technical bids commences. Technical bids shall **be opened at 15.30 Hrs. on 22.02.2008**. Tenders received after the due date & time shall be liable to be summarily rejected.
- (v) Earnest Money Deposit (EMD): Refundable, Non-interest bearing **EMD of Rs 2,00,000/-** shall be deposited by Account Payee Pay Order 'OR' Demand Draft in favour of " Bharat Heavy Electricals Limited" payable at Delhi/NOIDA. Those bidders who have already deposited ' One Time 'EMD' of Rs. 2,00,000/- with BHEL, PSNR, NOIDA need not submit EMD with the present tender.
- (vi) Tenders not accompanied with Full Earnest Money Deposit, as indicated above, will not be considered.
- (vii) **All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in this web page and not in the newspaper. Bidders shall keep themselves updated with all such amendments.**
- (viii) BHEL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
- (ix) BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
- (x) **BHEL reserves the right to go for a Reverse Auction instead of Opening the submitted sealed bid, which will be decided after technical evaluation. As such, the bidders should submit their best prices in the 'Sealed Price Bid'. However, bidders are required to confirm their acceptance of "General terms and conditions" governing RA specifically in their technical bid. The "General terms and conditions" governing RA are given in the SCC of the NIT. Bidders are also required to furnish following details in their techno-commercial bid, for this purpose (RA).**

Authorization of representative who will participate in the on line Reverse Auction Process;

- a. Name and Designation of official
  - b. Postal Address (Complete)
  - c. Telephone Nos. (Land line & Mobile both)
  - d. FAX No.
  - e. E-mail address
  - f. Name of Place/State/Country, wherefrom he will participate in the RA.
- (xi) Bids, once submitted, shall not be returned.
  - (xii) Purchase Preference will be given to CPSU's as per Govt. Guidelines.

Sr. DGM/SCP



ISO 9001-2000, ISO  
14001 and OHSAS 18001  
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## TENDER NOTICE – NEWS PAPER

LAST DATE OF SALE : 22.02.2008  
DATE OF OPENING : 22.02.2008

### NIT NO. / NAME OF WORK

**TENDER NO. BHEL/ NR/SCT/ FRK 6/ BLR-ST/474**

“Sealed tenders are invited from the contractors fulfilling qualifying requirements for the work of Erection of structures for Boiler and Boiler drum of Boiler of 1 x 500 MW, Unit-6 at Farakka Super Thermal Power Project (FSTPP), Farakka town, Distt.- Murshidabad (West Bengal).

#### NOTES:-

1. Purchase Preference will be given to CPSU as per Govt. Guidelines.
2. Please visit our website at [www.bhel.com](http://www.bhel.com) for complete details of the tender.
3. Bidder(s) can download complete tender documents from BHEL website. They can also purchase hard copy of tender documents from this office on payment of Rs.1,000/- (non-refundable) either in cash or by crossed demand draft in favour of BHEL, NOIDA.

**Sr. DGM/SCP**

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**PROCEDURE FOR SUBMISSION OF SEALED TENDERS:**

The tenderers must submit their tenders as required in **two parts** in separate sealed covers **prominently superscribed as Part-I Technical bid and Part-II , Price bid** also indicating on each of the cover tender specification no., date and time as mentioned in tender notice. **Price bids for entire Boiler, ESP, piping & insulation etc Works must be in sealed covers indicating clearly the respective “Part of Work “ and tender specification no. etc. on their covers.**

**TECHNICAL BID (COVER-I)**

Except **Price bid Part-II**, complete set of tender document consisting of General conditions of Contract, “Technical specification & Special terms and condition” ( Part-I) issued by BHEL shall be enclosed in **Part I Technical Bid only**. All schedules, data sheets and details called for in the specification shall also be submitted along with technical bid. All details / Data / Schedules including offer letter duly signed and stamped are to be **submitted in duplicate**.

**PRICE BID (COVER-II)**

Tenderers may please note that price bid is **to be submitted only in original copy** of Tender i.e. Price bid (Part-II) issued by BHEL and no duplicate copy of same is required. **Price bids for entire Boiler, ESP, piping & insulation etc Works must be in sealed covers indicating clearly the respective “Part of Work “ and tender specification no. etc. on their covers.**

These Two separate covers i.e. cover I & II shall together be enclosed in a **third envelope (Cover-III)** and this sealed cover shall be superscribed with tender specification No., due date, time and submitted to officer inviting tender as indicated in tender notice on or before due date as indicated.

## PROJECT SYNOPSIS

National Thermal Power Corporation Ltd. has entrusted BHEL for Design, Engineering, Manufacturing, Supply, Installation, Testing and commissioning of Steam Generator, Turbine Generator packages along with their auxiliaries for 1 x 500 MW for Farakka Super Thermal Power Project, Stage-III which is located near Farakka town in Murshidabad district of West Bengal. The Stage-III of the Project shall comprise of one unit of 500 MW .

Stage-I & Stage-II of the project comprises of three units of 210 MW each (3X210 MW) and two units of 500MW each (2X500 MW). These units are presently under commercial operation. The ultimate capacity of the project will be 2130 MW (Stage-I, 3x210 MW + Stage-II, 2x 500 MW + Stage-III, 1X500 MW).

The nearest railhead is New Farakka Railway Station of Eastern Railway which is approximately 2.0 km away from the project site. Maldah is the nearest major towns located within 50Km distance from the project site. The nearest commercial airport is Kolkata and located at a distance of approximately 300-km. New Farakka Railway station is around 300 Km away from Howrah.

## SECTION- I

### GENERAL INSTRUCTIONS TO TENDERERS

- 1 This tender specification as a whole, furnishing all the details and other documents as required in the following pages, shall be duly signed and sent in a sealed cover (IN DUPLICATE) super-scribing the name of work as given in the tender notice.
- 2 The tender shall be addressed to : OFFICER INVITING TENDER AS INDICATED IN THE TENDER NOTICE.
3. Tenders submitted by post shall be sent as "**REGISTERED/ SPEED/ COURIER POST**" and shall be posted with due allowance for any postal delay. The tenders received after the due date and time of opening are liable to be rejected. Offers received by Telegram/telex/ Fax/ E-mail/ Internet may be considered as per terms of NIT.
- 4 Tenders shall be opened at the time and date as specified in the tender notice in the presence of such of those tenderers or their authorised representatives who may be present.
- 5 The tenderers shall closely peruse all the clauses, specifications and drawings indicated in the Tender Documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies / omission in the Drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc., he shall atonce contact the authority inviting the tender for clarification before the submission of the tender.
- 6 Before tendering, the tenderers are advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on grounds of lack of knowledge.
- 7 Tenderer must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the Tender Specification must be SIGNED, STAMPED AND SUBMITTED ALONG WITH THE OFFER by the Tenderer in token of complete acceptance thereof. The information furnished shall be complete by itself.
- 8 The tenderer shall quote the rates in English Language and international numerals. These rates shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate. For the purpose of tender, the metric system of units shall be used.
- 9 All entries in the tender shall either be typed or be written in ink. Erasure and over writings are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer.
- 10 **QUALIFICATIONS OF TENDERERS** : Only tenderers who have previous experience in the work of this nature and description detailed in this tender specification are expected to quote for this work. Offers from tenderers who do not have proven and established experience in the field are not likely to be considered.

- 11 **DATA TO BE ENCLOSED** : Full information shall be given by the tenderer in respect of the following. Non submission of these information may lead to rejection of the offer.
- 11.1 **FINANCIAL STATUS** : Financial viability as per proforma enclosed at **ANNEXURE-`A`**
- 11.2 **INCOME TAX CERTIFICATES** : A Certificate of Income tax clearance from the appropriate authority in the forms prescribed therefor duly indicating annual turnover. These certificates shall be valid for one year from the date of issue or for the period prescribed therein for all tenders submitted during the period.
- 11.3 **PREVIOUS EXPERIENCE** : A statement giving particulars (duly supported by documentary evidence) of the various service rendered in progress for each similar works by the tenderer indicating the particulars and value of each work, the site location, the duration, date of completion etc., strictly as per proforma enclosed at **ANNEXURE-B**.
- 11.4 **ORGANISATION CHART** : The organisation pattern that are totally available with him and that will be employed by the tenderer for this work in the form of monthwise and categorywise deployment plan duly indicating the number of Engineers, Supervisors, skilled and unskilled workers etc., as per proforma enclosed at **ANNEXURE-`C`**.
- 11.5 An attested copy of the **Power of Attorney**, in case the tender is signed by an individual other than the sole Proprietor, shall also be attached.
- 11.6 **IN CASE OF AN INDIVIDUAL** : His full name, experience, address and nature of business.  
OR
- IN CASE OF PARTNERSHIP FIRMS** : The names of all the partners with addresses and their experience. A copy of the partnership deed/ instrument of Partnership duly certified by a Notary Public shall be enclosed.  
OR
- IN CASE OF COMPANIES** : Date and place of registration including date of commencement certificate in case of public companies and the nature of business carried or by the Company. Certified copies of memorandum and Articles of Association are also to be furnished. Also indicate names, addresses and experience of the Directors.
- 11.7 A list of tools and tackles (including cranes, tractor-trailers, winches, Derricks, welding sets etc., wherever applicable) that the tenderer is having and those that will be deployed on this job as per proforma enclosed at **ANNEXURE-`D`**.
- 11.8** Analysis of unit rate quoted as per proforma enclosed at **ANNEXURE-`E`**.
- 11.9 Declaration sheet as per proforma enclosed at **ANNEXURE-`F`**.
- 11.10 In addition to the above, the particulars required elsewhere in tender documents.
- 11.11 Checklist and schedule of general particulars duly filled in, signed and stamped as per **ANNEXURE-`G`**.

NOTE : In terms of clauses 11.1 to 11.11 above, all the data required to be enclosed with the tender need to be furnished neatly typed, signed and stamped in the given formats only (in the form of separate sheets ) failing which the tender may be considered as incomplete and is liable for rejection. Documentary proofs wherever necessary also need to be enclosed.

- 12 **EARNEST MONEY DEPOSIT** : Every tender must be accompanied by the prescribed amount of Earnest Money Deposit in any one of the following forms.
- NOTE : Bank Guarantee, Cheques, Currency Notes, Money Orders or Postal Orders will not be accepted.
- 12.1 **Cash( As permissible under Income Tax Act)** : The amount should be remitted by the party to the Cashier of Bharat Heavy Electricals Limited and cash receipt issued by him shall be enclosed alongwith the tender.
- 12.2 Pay Order or Demand Draft in favour of Bharat Heavy Electricals Limited, Noida.
- 12.3 Tenders received without Earnest Money in full in the manner prescribed above will not be considered.
- 12.4 The Earnest Money Deposit of the successful tenderer will be retained towards part of Security Deposit.
- 12.5 In the case of unsuccessful tenderers, the Earnest Money will be refunded normally within fifteen days of acceptance of award of work by the successful tenderer.
- 12.6 BHEL reserves the right of **forfeiture of Earnest Money deposit** in case the successful tenderer,
- (a) After opening of Tender, revokes his tender within the validity period or increases his earlier quoted rates.
- (b) Does not commence the work within the period as per LOI/Contract. In case the LOI/Contract is silent in this regard then within 15 days after award of contract.
- 12.7 EMD shall not carry any interest.
- 12.8 Tenderers, who so ever desires, may deposit one time Earnest Money Deposit of Rs. 2,00,000/- in cash( **As permissible under Income Tax Act** ) /DD/pay order only with the cashier of BHEL. Tenderers who furnish one time EMD as above, will not be required to furnish EMD time and again alongwith their tenders submitted to BHEL/ PSNR. However they will be required to indicate the cash receipt No. and date of one time EMD in all their tenders.
- 13 **AUTHORISATION AND ATTESTATION** : Tenders shall be signed by persons duly authorised / empowered to do so. Certified copies of such authority and relevant documents shall be submitted alongwith the tenders.
- 14 **VALIDITY OF OFFER** : *THE OFFER SHALL BE KEPT OPEN FOR ACCEPTANCE FOR A MINIMUM PERIOD OF SIX MONTHS FROM THE DATE OF OPENING OF TENDERS.* In case Bharat Heavy Electricals Limited calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.
- 15 **EXECUTION OF CONTRACT** :The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electricals Limited. The successful tenderer shall be required to execute an agreement in the prescribed form as per **ANNEXURE-'I'** with the BHEL within a reasonable time after the acceptance of his tender and in any case before submitting the first bill for payment.

16 **SECURITY DEPOSIT** : Upon acceptance of tender, the successful tenderer must deposit the required amount of security deposit within the time specified in the Letter of Intent for satisfactory completion of work.

16.1 The total amount of Security Deposit shall be as follows :

(a) In case of work costing upto 10 lakhs : 10% of the contract value.

(b) In case of work costing above Rs 10 lakhs and upto Rs 50 lakhs : 1 Lakh + 7.5 % of the amount exceeding Rs. 10 Lakhs.

(c) In case of work costing more than Rs 50 lakhs : 4 Lakhs + 5 % of the amount exceeding Rs. 50 Lakhs.

16.2 The Security Deposit will be deposited within 15 days from the date of issue of Letter of Intent but before start of work in any one of the following forms :-

(a) The total Security Deposit as indicated in the Letter of Intent in **cash** ( As permissible under Income Tax Act).

(b) Pay Order, Demand Draft in favour of BHEL.

(c) Local cheques of scheduled banks, subject to realization.

(d) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.

(Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).

(e) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.

(f) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act . The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.

(g) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.

(h) EMD of the successful tenderer shall be converted and adjusted against the security deposit.

16.3 The security deposit shall not carry any interest.

**NOTE:** Acceptance of Security Deposit against Sl. No. (d) and (f) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

16.4 Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.

- 16.5 The validity of the Bank Guarantee furnished towards Security Deposit under (e) above shall be upto the period of completion of work as stipulated in the Letter of Intent + 1 month and the same will be kept valid by proper renewal till the satisfactory completion of the Guarantee Period.
- 16.6 If the value of the work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor or recovered from payments due to him.
- 16.7 Failure to deposit the Security Deposit within the stipulated time, may lead to forfeiture of Earnest Money Deposit and Cancellation of the award of work.
- 16.8 If any part of Security Deposit of the Contractor is held in the form of approved securities, it shall be kept transferred in the name of Bharat Heavy Electricals Limited, in such a manner that the same can be realised fully without referring to the Contractor. BHEL shall not be responsible for any depreciation in the value of the Security while in BHEL's custody or for any loss of interest thereon.
- 16.9 BHEL reserves the right of **forfeiture of Security Deposit** in addition to other claims and penalties in the event of the contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.
- 16.10 **RETURN OF SECURITY DEPOSIT** : If the contractor fully performs and completes the work in all respects to the entire satisfaction of BHEL and presents an absolute "**No Demand Certificate**" in the prescribed form and returns properties belonging to BHEL taken, borrowed or hired by him for carrying out the said works, half the amount of Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor. It may be noted that in no case the Security Deposit shall be refunded / released prior to passing of final bill. Balance half of the amount of Security Deposit will be released only after the Guarantee Period is over.

**NOTE : All the BGs are to be submitted as per BHEL/PSNR performa.**

- 17 **No interest** shall be payable by BHEL on Earnest Money Deposit, Security Deposit or on any moneys due to the contractor.
- 18 **REJECTION OF TENDER AND OTHER CONDITIONS :**
- 18.1 The acceptance of Tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.
- (a) To reject any or all of the tenders.
  - (b) To split up the work amongst two or more Tenderers.
  - (c) To award the work in part.
  - (d) In either of the contingencies stated in (b) and (c) above to modify the time for completion suitably.

- 18.2 Conditional and un-witnessed tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.
- 18.3 If a tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may at its discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at its discretion unless the firm retains its character.
- 18.4 BHEL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognise such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 18.5 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/ Security Deposit/ any other moneys due.
- 18.6 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractor who resorts to canvassing are liable to be rejected.
- 18.7 Should a tenderer or contractor or in the case of a firm or Company of contractors/ one or more of its Partners/ share holders / Directors have a relation or relations employed in BHEL, the authority inviting tender shall be informed to the fact alongwith the offer, failing this BHEL may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/ Security Deposit
- 18.8 The successful tender should not sub-contract the part or complete work detailed in the tender specification without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.
- 18.9 **NO DEVIATIONS** to the tender conditions will normally be accepted. however, if the tenderer insists for certain deviations to the conditions, financial implication thereof shall be loaded to the quoted price for evaluating the tenderer's offer.

## SECTION - II

### GENERAL TERMS AND CONDITIONS

- 19.0 The following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.
- 19.1 **BHEL** (or B.H.E.Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI-110049 or its authorised officers or its Engineer or other employees authorised to deal with any matters with which these persons are concerned, on its behalf.
- 19.2 **GENERAL MANAGER** shall mean the Officer in Administrative charge of the contracting Unit of BHEL.
- 19.3 **ENGINEER** or **ENGINEER-IN-CHARGE** shall mean Engineer deputed by BHEL. The terms includes Deputy General Manager, Construction Manager, Resident Manager, Site Engineer, Resident Engineer and Assistant Site Engineer of BHEL at the site as well as the officers in charge at Head Office.
- 19.4 **SITE** shall mean the place or places at which the plants/ equipment are to be erected and services are to be performed as per the specifications of this Tender.
- 19.5 **CLIENTS OF BHEL** or **CUSTOMER** shall mean the project authorities to whom BHEL is supplying the equipment.
- 19.6 **CONTRACTOR** shall mean the individual, firm or company who enters into contract with BHEL and shall include their executors, administrators, successors and permitted assigns.
- 19.7 **CONTRACT** or **CONTRACT DOCUMENT** shall mean and include the agreement, the work order, the accepted appendices of rates, Schedules of Quantities, if any, General Conditions of Contract, Special Conditions of Contract, Instructions to Tenderers, the drawings, the technical specifications, the special specifications, if any, the tender documents and the Letter of Intent/ Acceptance letter issued by BHEL. Any conditions or terms stipulated by the tenderer in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL in the Letter of Intent and incorporated in the Agreement.
- 19.8 **GENERAL CONDITIONS OF CONTRACT** shall mean the 'Instructions to Tenderers' and 'General Conditions of Contract' pertaining to the work detailed.
- 19.9 **TENDER SPECIFICATIONS** shall mean the Special Conditions, Technical Specifications, appendices, Site information and drawings pertaining to the work for which the tenderers are required to submit their offer. Individual Specifications Number will be assigned to each tender specifications.
- 19.10 **TENDER DOCUMENTS** shall mean the General Conditions of Contract (19.8) and Tender Specifications (19.9).

- 19.11 **'LETTER OF INTENT'** shall mean the intimation by a letter / telegram / telex / fax to the tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- 19.12 **'COMPLETION TIME'** shall mean the period by date specified in the Letter of Intent or date mutually agreed upon for handing over the erected equipment/ plant which are found acceptable by the Engineer being of required standard and conforming to the specifications of the Contract.
- 19.13 **'PLANT'** shall mean and connote the entire assembly of the plant and equipment covered by the Contract.
- 19.14 **'EQUIPMENT'** shall mean all equipment, machineries, materials, structurals, electricals and other components of the plant covered by the Contract.
- 19.15 **'TESTS'** shall mean and include such test or tests to be carried out by the contractor as are prescribed in the Contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the contracted work or part thereof.
- 19.16 **'APPROVED', 'DIRECTED' or 'INSTRUCTED'** shall mean approved, directed or instructed by BHEL.
- 19.17 **'WORK' or 'CONTRACT WORK'** shall mean and include supply of all categories of labour, specified consumables, tools and tackles required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipment to the entire satisfaction of BHEL.
- 19.18 **'SINGULAR' and 'PLURAL'** etc. Words carrying singular number shall also include plural and vice versa where the context so requires. Words importing masculine gender shall be taken to include the feminine gender and words importing persons shall include any Company or Association or Body of Individuals, whether incorporated or not.
- 19.19 **'HEADINGS'** The headings in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.
- 19.20 **'MONTH'** shall mean calendar month.
- 19.21 **'WRITING'** shall include any manuscript, type written or printed statement under the signature or seal as the case may be.
- 20 **LAW GOVERNING THE CONTRACT AND COURT JURISDICTION:** The Contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court at Delhi/ New Delhi, having ordinary Original Civil Jurisdiction shall alone have exclusive jurisdiction in regard to all claims in respect of this Contract.
- 21 **ISSUE OF NOTICE** The Contractor shall furnish to the Engineer, the name, designation and address of his authorised agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorised agent or left at or posted to the address either of the contractor or his authorised agent and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or at which they were so delivered or left.

22 **USE OF LAND** No land belonging to BHEL or its customer under temporary possession of BHEL shall be occupied by the Contractor without the written permission of BHEL.

### 23 **COMMENCEMENT AND COMPLETION OF WORK**

23.1 The contractor shall commence the work within the time indicated in the Letter of Intent and shall proceed with the same with due expedition without delay.

23.2 If the successful tenderer fails to commence the work within the stipulated time, BHEL, at its sole discretion, will have the right to cancel the contract. His Earnest Money and/ or Security Deposit will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.

23.3 All the works shall be carried out under the direction and to the satisfaction of BHEL.

23.4 The transported equipment, erected /constructed plant or work performed under the Contract, as the case may be, shall be taken over when it has been completed in all respects and/or satisfactorily put into operation at site.

### 24 **MEASUREMENT OF WORK AND MODE OF PAYMENT**

24.1 All payments due to the contractor shall be made by 'Account Payee' Cheques.

24.2 For progress/ running bill payments, the contractor shall present detailed measurement sheets in triplicate duly indicating all relevant details based on technical documents and connected drawings for the work done during the month/ period under different categories in line with terms of payment as per Letter of Intent. The basis of arriving at the quantities/ weights shall be the relevant documents and drawings released by BHEL. These measurement sheets shall be prepared jointly with Engineer and signed by both the parties.

24.3 These measurement sheets will be checked by the Engineer and quantities and percentages eligible for payment under different groups shall be decided by him. The abstract of quantities and percentages so arrived at based on the terms of payment shall be entered in the **Measurement Book and signed by both the parties.**

24.4 Based on the above quantities, contractor shall prepare the bills in the prescribed proforma and work out the financial value. These will be entered in the Measurement Book and signed by both the parties. Payment shall be made by BHEL after effecting the recoveries due from the contractor.

24.5 All recoveries due from the contractor for the month / period shall be effected in full from corresponding running bills unless specific approval from Competent authority is obtained to the contrary.

24.6 Measurement shall be restricted to that quantity for which it is required to ascertain the financial liability of BHEL under this contract.

24.7 Measurement shall be taken jointly by persons duly authorised by BHEL and the Contractor.

24.8 The Contractor shall bear the expenditure involved, if any, in making the measurements and testing of materials to be used/ used in the work. The Contractor shall, without extra cost to

BHEL, provide all the assistance with appliances and other things necessary for measurement.

- 24.9 If, at any time due to any reason whatsoever, it becomes necessary to re-measure the work done, in full or in part, the expenses towards such remeasurement shall be borne by the Contractor.
- 24.10 ***Passing of bills covered by such measurements does not amount to acceptance by BHEL of the completion of the work measured. Any left out work has to be completed by the Contractor, as directed.***
- 24.11 Final measurement bill shall be prepared in the proforma prescribed for the purpose, based on the certificate issued by the Engineer that the entire work as stipulated in the tender specifications has been completed in all respects to the entire satisfaction of BHEL. The Contractor shall give unqualified 'No Claim' and 'No Demand' certificates. All the tools and tackles loaned to him should be returned in condition satisfactory to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Book and signed by both the parties. The final bill shall be paid within a reasonable time after completion of the work. After the payment of final bill, only the guarantee obligation percentage value shall remain unpaid which shall be released in accordance with clause 32.

## 25 RIGHTS OF BHEL

**BHEL** reserves to itself the following rights in respect of this contract without entitling the contractor to any compensation.

- 25.1 To get the work done through another agency at the risk and cost of the contractor, in the event of poor progress or the contractor's inability to progress the work for completion as stipulated in the contract, poor quality of work, persistent disregard of instructions of BHEL, assignment, transfer, subletting of the contracted work without written permission of BHEL, non-fulfillment of any contractual obligations etc. and to claim / recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit/ other dues.
- 25.2 To withdraw any portion of work and / or to restrict / alter quantum of work as indicated in the contract during the progress of work and get it done through another agency and/ or by the departmental labour to suit BHEL's commitments to its customer or in case BHEL decides to advance the completion due to other emergent reasons/ BHEL's obligation to its customer.
- 25.3 To terminate the contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of :
- (a) Contractor's continued poor progress.
  - (b) Withdrawal from or abandonment of the work before completion of the work.
  - (c) Corrupt act of the contractor.
  - (d) Insolvency of the contractor.
  - (e) Persistent disregard of the instructions of BHEL.
  - (f) Assignment, transfer, subletting of the contract work without BHEL's written permission.

(g) Non-fulfillment of any contractual obligations.

- 25.4 To recover any moneys due from the Contractor from out of any moneys due to the Contractor under this or any other Contract or from the Security Deposit.
- 25.5 To claim compensation for losses sustained including BHEL's supervision charges and overheads in case of termination of contract and to levy liquidated damages for delay in completion of work, at the rate of 1/2% of the contract value per week of delay or part thereof subject to a ceiling **of 10% of the contract value.**
- 25.6 To determine the Contract or to restrict the quantum of work and pay for the portion of work done in case BHEL's contract with its customer is terminated for any reason.
- 25.7 To effect recoveries from any amounts due to the contractor under this or any other contract or in any other form the moneys which BHEL is forced to pay to anybody due to contractor's failure to fulfil any of his obligations.
- 25.8 To restrict or increase the quantity and nature of work to suit site requirements, since the tender specification is based on preliminary documents and quantities furnished therein are indicative and approximate and the rates quoted shall not be subject to revision.
- 25.9 To deploy BHEL's skilled and semiskilled workmen in case of emergency / poor progress/ deficiency in skill on the part of the employees of the contractor and to recover the expenditure on account of the same from the moneys due to the contractor.
- 25.10 While every endeavor will be made by BHEL to this end, BHEL can not guarantee uninterrupted work due to conditions beyond its control. The Contractor will not be entitled to any compensation/ extra payment on this account.
- 25.11 In the event of any dispute of technical nature, the decision of BHEL shall be final and binding on the Contractor.

## **26 RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS, ETC.**

The following are the responsibilities of the Contractor in respect of observance of local laws, employment of personnel, payment of taxes etc.:

- 26.1 As far as possible, unskilled workers shall be engaged from the local areas in which the work is being executed.
- 26.2 The contractor at all times during the continuance of this contract, shall in all his dealings with the local labour for the time being employed on or in connection with the work, have due regard to all local festivals, religious and other customs.
- 26.3 The Contractor shall comply with all State and Central Laws, Statutory Rules, Regulations, etc., such as The payment of wages Act, The Minimum Wages Act, The workmen's Compensation Act, The Employer's Liability Act, The industrial Disputes Act, The Employees' Provident Fund Act, Employees' State Insurance Scheme, the Contract Labour (Regulations and Abolition Act, 1970) and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at site. The contractor shall give to the local Governing Body, Police and other concerned Authorities all such notice as may be required under law.

- 26.4 The Contractor, in the event of his engaging 20 or more workmen, will obtain independent license under the Contract Labour (Regulations and Abolition Act, 1970) from the concerned authorities based on the certificate (Form-V) issued by the principal employer/ customer.
- 26.5 The contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges which may be leviable on account of any of his operations connected with this contract. In case BHEL is forced to make any such payment, BHEL shall recover the same from the contractor either from moneys due to him or otherwise as deemed fit.
- 26.6 While BHEL will pay the **inspection fees of the Boiler/ Electrical** Inspectorate, all other arrangements for the periodical visits of Boiler/ Electrical Inspector to site, inspection certificates etc. will have to be made by the contractor at his cost. The contractor will also meet all expenses in connection with his welder's qualification/ requalification tests etc.
- 26.7 The contractor shall be responsible for the provision of health and sanitary arrangements more particularly described in the Contract Labour (Regulations and Abolition Act, 1970) and safety precautions as may be required for safe and satisfactory execution of the contract.
- 26.8 The contractor shall be responsible for proper accommodation including adequate medical facilities for the personnel employed by him.
- 26.9 The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.
- 26.10 The contractor shall ensure that no damage is caused to any person / property of other parties working at site. If any such damage is caused, it shall be the responsibility of the contractor to make good the losses and compensate them.
- 26.11 All the properties/ equipment/ components of BHEL/ its customer loaned with or without deposit, to the contractor shall remain the properties of BHEL/ its customer. The contractor shall use such properties for the purpose of execution of this contract. All such properties/ equipment/ components shall be taken to be in good condition unless notified to the contrary by the contractor within 48 hours. The contractor shall return them in good condition as and when required by BHEL/ its customer. In case of non-return, loss, damage, repairs etc., the cost thereof, as may be fixed by the Engineer, will be recovered from the contractor.
- 26.12 It shall not be obligatory on the part of BHEL to supply any tools and tackles or materials other than those specifically agreed to be given by BHEL. However, depending upon availability / possibility, BHEL/ its customer's equipment and other materials may be made available to the contractor on payment of hire charges as fixed by them, subject to the conditions laid down by BHEL/ its customer from time to time. Unless paid in advance, such hire and other charges shall be recovered from out of dues to the contractor or security deposit in one installment.
- 26.13 The contractor shall fully indemnify and keep indemnified BHEL/ its customer against all claims of whatever nature arising during the course of execution of this contract.
- 26.14 In case the contractor is required to undertake any work outside the scope of this contract, the amount payable shall be as may be mutually agreed upon.
- 26.15 Any delay in completion of works or non-achievement of periodical targets, due to reasons attributable to the contractor, will have to be compensated by the contractor either by

increased manpower and resources or by working extra hours or more than one shift at no extra cost to BHEL.

- 26.16 The contractor shall execute the work under the conditions usual to such power plant construction and in conjunction with numerous other operations at site. The contractor and his personnel shall cooperate and coordinate with other agencies at project site and proceed in a manner that shall help in the progress of work at site as a whole.
- 26.17 The contractor will be directly responsible for payment of wages to his workmen. A pay-roll sheet giving details of all payments made to the workmen duly signed by the contractor's representative should be furnished to BHEL, if called for.
- 26.18 In case of any class of work for which there is no specification laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.
- 26.19 No levy, payment or charges made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied, demanded or charged.
- 26.20 ***No idle labour charges will be admissible in the event of any stoppage of work resulting in the contractor's workmen being rendered idle due to any reason at any time.***
- 26.21 The contractor shall take all reasonable care to protect the materials and the work till such time the plant / equipment has been taken over by BHEL / its customer.
- 26.22 Contractor shall not stop work or abandon the site for whatsoever reason or dispute, excepting for force majeure conditions. All problems / disputes shall be separately discussed and settled without effecting the progress of work. Stoppage or abandonment of work, other than under force majeure conditions, shall be treated as breach of work of contract and dealt with accordingly.
- 26.23 The contractor shall keep the area of work clean and shall remove the debris etc. while executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices, etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor.
- 26.24 The contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and/ or as per the instructions of the Engineer.
- 26.25 The contractor shall furnish fortnightly labour deployment report indicating the classification and number of workmen engaged, date wise and category wise. Besides, the contractor shall also furnish progress reports on work at regular intervals as required by the Engineer.

**27 RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT.**

- 27.1 All safety rules and codes applied by BHEL and its customer at site shall be observed by the contractor and his workmen without exception. The contractor shall be responsible for the

safety of the equipment / material and work to be performed by him and shall maintain all lights, fencing guards, signs etc. or other protections necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer, with a view to prevent pilferage, accidents, fire hazards etc. Suitable number of clerical staff, watch and ward, store keepers to take care of equipment, materials, construction tools and tackles shall be posted at site by the contractor till the completion of the work under this contract. The contractor shall arrange for such safety devices as are necessary for this type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per usual standards and practices.

- 27.2 The contractor shall provide to it's work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized BHEL officials.
- (a) Safety Helmets conforming to IS-2925
  - (b) Safety Belts conforming to IS-3521
  - (c) Safety shoes conforming to IS-1989
  - (d) Eye & Face Protection devices conforming to IS-8520 and IS-8940
  - (e) Hand & body protection devices conforming to IS-2573, IS-6994, IS-8807 & IS-8519.
- 27.3 All tools, tackles, lifting appliances, material handling equipment, scaffolds, cradles, safety nets, ladders, equipment etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized BHEL official who shall have the right to ban the use of any item.
- 27.4 All electrical equipment, connections and wiring for construction power, it's distribution and use shall conform to the requirements of Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. All electrical appliances including portable electric tools used by contractor shall have safe plugging system to source of power and be appropriately earthed.
- 27.5 The contractor shall not use any hand lamp energised by electric power with supply voltage of more than 24 volts. For work in confined spaces, lighting shall be arranged with power source of not more than 24 volts.
- 27.6 Where it becomes necessary to provide and / or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulations laid down in the relevant Government Acts, such as Petroleum Act, Explosives Act, petroleum and Carbides of Calcium Manual of the Chief Controller of Explosives, Government of India etc. Prior approval of the authorised BHEL official at the site shall also be taken by the contractor in all such matters.
- 27.7 The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working, when natural daylight may not be adequate for clear visibility.
- 27.8 In case of a fatal or disabling injury / accident to any person at construction sites due to lapses by the contractor, the victim and / or his / her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and / or his /

her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.

- 27.9 In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover the cost of such damages from the payments due to the contractor after holding an appropriate enquiry.
- 27.10 In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, BHEL shall have the right to recover cost of such delay from the payments due to the contractor, after notifying the contractor suitably and giving him opportunity to present his case.
- 27.11 If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given reasonable opportunity to do so and / or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized BHEL official, BHEL shall have the right to take the corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by BHEL.
- 27.12 The contractor shall submit report of all accidents, fires, property damage and dangerous occurrences to the authorized BHEL official immediately after such occurrence, but in any case not later than 12 hours of the occurrence. Such reports shall be furnished in the manner prescribed by BHEL. In addition, periodic reports on safety shall also be submitted by contractor to the authorized BHEL official from time to time as prescribed.
- 27.13 During the course of construction, alteration or repairs scrap lumbars with protruding nails, sharp edges etc., and all other debris including combustible scrap shall be kept cleared from working areas, passage ways and stairs in and around site.
- 27.14 Cylinders shall be moved by tilting and rolling them on their bottom edges. They shall not be intentionally dropped, struck or permitted to strike each other violently. When cylinders are transported by powered vehicles, they shall be secured in a vertical position.
- 27.15 The contractor shall be responsible for the safe storage of his radioactive sources.
- 27.16 All the contractor's supervisory personnel and sufficient number of workers shall be trained for fire fighting and shall be assigned specific fire protection duties. Enough number of such trained personnel must be available during the tenure of the contract.
- 27.17 Contractor shall provide enough fire protecting equipment of the types and numbers at his office, stores, erection site, other temporary structures, labour colony area etc. Access to such fire protection equipment shall be easy and kept open at all times. Compliance of the above requirement under fire protection shall in no way relieve the contractor of any of his responsibility and liabilities to fire accident occurring. In the event fire safety measures are not to BHEL's satisfaction, BHEL shall have option to provide the same and recover the cost plus incidentals from contractor's bills and / or impose penalty as deemed fit by the Engineer.
- 27.18 Before commencing the work, the contractor shall appoint /nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of BHEL.
- 27.19 If safety record of the contractor in execution of the awarded job is to the satisfaction of Safety Department of BHEL, issue of an appropriate certificate to recognize the safety performance of the contractor may be considered by BHEL after completion of the job.

**28.0 CONSEQUENCES OF CANCELLATION**

- 28.1 Whenever BHEL exercises its authority to terminate the contract / withdraw a portion of work under clause 25, the work may be got completed by any other means at the contractor's risk and cost provided that in the event of the cost of completion (as certified by the Engineer which shall be final and binding on the contractor) being less than the contract value, the advantage shall accrue to BHEL. If the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount demanded by BHEL or the same shall be recovered from the contractor. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.
- 28.2 In case BHEL completes the work under the provisions of this clause, the cost of such completion to be taken into account for determining the excess cost to be charged to the contractor shall consist of cost of materials purchased and / or labour provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.

**29.0 INSURANCE**

- 29.1 BHEL / its customer shall arrange for insuring the materials / property of BHEL / its customer covering the risks during transit, storage, erection and commissioning.
- 29.2 It shall be the sole responsibility of the contractor to insure his workmen against risks of accidents and injury while at work as required by the relevant Rules and to pay compensation, if any, to them as per Workmen's Compensation Act. The contractor shall also insure his staff against accidents. The work will be carried out in a protected area and all the Rules and Regulations of BHEL / its client in the Project Area which are in force from time to time will be followed by the contractor.
- 29.3 If due to negligence and/or non-observance of safety and other precautions, any accident / injury occurs to any other persons/ public, the contractor shall pay necessary compensation and other expenses, if so decided by the appropriate authority.
- 29.4 The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss till the same is taken over by BHEL or customer. For lodging / processing of insurance claim the tractor will submit necessary documents. BHEL will reserve the right to recover the loss from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody , matter shall be reported to police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL for taking up with insurance.
- 29.5 If due to negligence/ carelessness on the part of the contractor, any material/ equipment gets damaged, the contractor shall submit necessary documents for lodging insurance claims as required by BHEL Engineer. BHEL shall however reserves the right to recover deductible franchise and also unsettled portion of insurance claim amount from the contractor.
- 29.6 If due to negligence/ carelessness on the part of the contractor, any surrounding properties also gets damaged, the contractor shall submit necessary documents for lodging insurance claims as required by BHEL Engineer. BHEL shall however reserves the right to recover deductible franchise and to unsettled portion of insurance claim amount from the contractor.
- 29.7 The contractor may note that BHEL T&Ps / IMTEs are not insured. The Contractor will take necessary precautions and due care to protect the same while in his custody from any

damage/ loss till the same is handed over back to BHEL. In case the damage / loss is due to carelessness/ negligence on the part of the contractor, the Contractor is liable to get them repair/ replaced immediately and in case of his failure to do so within a reasonable time , BHEL will reserve the right to recover the loss from the contractor.

### **30.0 STRIKES AND LOCKOUTS**

- 30.1 The contractor will be solely responsible for all disputes and other issues connected with his workmen. In the event of contractor's workmen resorting to strike or the contractor resorting to lockout and if the strike or lockout so declared is not settled within a period of one month, BHEL shall have the right to get the erection work executed by employing its own men or through other agencies or both. The cost incurred by BHEL in this regard shall be recovered from the contractor.
- 30.2 For any purpose whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL

### **31.0 FORCE MAJEURE**

- 31.1 The following shall amount to force majeure conditions. Acts of God, Act of any Government, War, Sabotage, Riots, Civil Commotion, Police Action, Revolution, Flood, Fire, Cyclone, Earthquake and Epidemic and other similar causes over which the contractor has no control.
- 31.2 If the contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time for completion of the work covered by this contract shall be extended by a period of time equal to the period of delay, provided that on the occurrence of any such contingency, the contractor immediately reports to BHEL in writing the causes for the delay but the Contractor shall not be eligible for any compensation on this account.

- 32.0 **GUARANTEE** Even though the work will be carried out under the supervision of the Engineer, the contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of twelve months from the date of completion of work as certified by the Engineer, and shall rectify, free of cost to BHEL, all defects arising out of faulty erection during the guarantee period starting from the date of completion of rectification. In the event of the contractor failing to repair the defective works within the time specified by the Engineer, BHEL may proceed to undertake the repairs of such defective works at the contractor's risk and cost, without prejudice to any other rights and recover the same from out of any moneys payable to the contractor or by other legal means.

- 33.0 **ARBITRATION** : All disputes between the parties to the contract arising out of or in relation to the contract, other than those for which the decision of the Engineer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Reconciliation Act, 1996. The parties to the contract understand and agree that it will be no objection that the General Manager or the person nominated as Arbitrator had earlier in his official capacity to deal directly or indirectly with the matters to which the contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract. In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the Court for any reason, it shall be lawful for the General Manager or his successor, as the case may be, either to act himself as the Arbitrator or to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid. The Arbitrator may, from time to time, with the

consent of both the parties to the contract, enlarge the time for making the award. Work under the contract shall be continued during the arbitration proceedings. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine.

---X---X---

## ANNEXURE-A

### FINANCIAL VIABILITY

1. Owner's capital in the business (incase of Partnership, please mention percentage shares and amounts).
2. Quantum of business done during last three financial years.
  - i) Rs.
  - ii) Rs.
  - iii) Rs.
3. Value of fixed Assets of the business in last three years.
  - i) Rs.
  - ii) Rs.
  - iii) Rs.
4. Guarantee limits (if any) enjoyed by the firm.
5. Over draft limits (if any enjoyed by the firm).
6. Please enclose audited profit and loss account and balance sheet for last 3 years (indicate no. of sheets).
7. Certificate from Scheduled Bank to prove Contractor's financial capacity to undertake the work duly indicating the financial limits the tenderer enjoys.

(Signature of tenderer)  
With Stamp

#### NOTE:

All the above documents should be duly certified by auditors/ Bank as may be applicable.

## ANNEXURE – B

## ANALYSIS OF SIMILAR JOBS EXECUTED / IN PROGRESS

S.No.	Agency By whom Awarded	Location of project	Capacity & unit nos.	Scope of work and tonnage	Date of award	Contract value
1	2	3	4	5	6	7

%age work completed and due date for completion	Date of completion if job is already over	No. of skilled/ unskilled workers deployed at peak	No. of Engrs. & Super- visors deployed at peak	Details of major T&P like cranes, Tractor Trailors, Winches, welding M/cs supplied		Consumables by whom
				By Con- Tractor	By other Agency	
8	9	10	11	12	13	14

(SIGNATURE OF TENDERER)  
WITH STAMP

## ANNEXURE – C

**MONTHWISE MANPOWER DEPLOYMENT PLAN**

S.No.	Category	No. of Person available on roll of the Orga- nisation	Month (Indicate No. of persons to be deployed in each month)						
			1st	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	and so on
1.									
2.									
3.									
Total									

(SIGNATURE OF TENDERER)  
WITH STAMP

## ANNEXURE – D

**(A) STATUS OF TOOLS & PLANTS**

S.No.	Name of Equipment	Quantity Applicable	Registration owned no. wherever proof of Ownership	Documents enclosed for for this job	Present Location	Quantity proposed to be deployed
-------	-------------------	------------------------	---	---	---------------------	-------------------------------------

**(B) MONTHWISE T&P DEPLOYMENT PLAN**

S.No.	Description of T & P	Month (Indicate No. to be deployed in each month)							
		1st	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>

(SIGNATURE OF TENDERER)  
WITH STAMP

## ANNEXURE - E

**ANALYSIS OF UNIT RATE QUOTED**

S.NO.	DESCRIPTION	PERCENTAGE OF THE UNIT RATE QUOTED	REMARKS
1.	Salary & wages for staff & workers		
2.	Consumables		
	(a) Gases		
	(b) Welding Electrodes		
	(c) P.O.L.		
	(d) Others		
3.	Depreciation & maintenance for T&P		
4.	Depreciation & Maintenance for other items		
5.	Establishment and Administration expenses of site		
6.	Overheads		
7.	Profit		

(SIGNATURE OF TENDERER)  
WITH STAMP

ANNEXURE - F

**DECLARATION SHEET**

I, -----hereby certify that, all the information and data furnished by me with regard to this Tender Specification No.----- are true and complete to the best of my knowledge. I have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specification.

I, further certify that I am the duly authorised representative of the under mentioned tenderer and a valid power of attorney to this effect is also enclosed.

Tenderer's Name & Address

Authorised representative's signature with name and address.

## ANNEXURE - 'G'

**CHECKLIST AND SCHEDULE OF GENERAL PARTICULARS**

NOTE : Tenderers are requested to fill in the following details and no column should be left blank

1. Name and address of the tenderer
2. Telegraphic/ telex address
3. Phone No. (Office)/ Fax No.
4. Name & designation of the official of the tenderer to whom all the references shall be made.
5. Tenderer's proposal No. & date
6. Whether EMD submitted (By cash/Pay order / bank draft) by.....
7. Validity of offer/ rates quoted for six months from the date of opening of tender Yes/No
8. Financial Status as per Clause 11.1 (in the format as per Annexure-A) Yes/No
9. Income tax Clearance certificate as per Clause 11.2 Yes/No
10. Details of experience as per clause 11.3 (in the format as per Annexure-B) Yes/No
11. Monthwise & Categorywise manpower deployment plan as per Clause 11.4 (in the format as per Annexure-C) Yes/No
12. Attested copy of power of attorney as per clause 11.5 Yes/No
13. Details about type of the firm as per clause 11.6 Yes/No
14. Status of T&P and monthwise deployment plan as per clause 11.7 (in the format as per Annexure-D) Yes/No
15. Analysis of unit rate quoted as per Clause 11.8 (in the format as per Annexure-E) Yes/No

16. Declaration sheet as per clause 11. 09  
(in the format as per Annexure-F)

Yes/No

Date \_\_\_\_\_

(SIGNATURE OF TENDERER)  
WITH STAMP

WITNESS  
(SIGNATURES WITH FULL PARTICULARS)

1.

2.

**AGREEMENT**

Agreement No. and Date \_\_\_\_\_  
 Name of the Work \_\_\_\_\_

\_\_\_\_\_  
 Name of the Contractor with full address \_\_\_\_\_

Value of work awarded \_\_\_\_\_

Letter of Intent No. and Date \_\_\_\_\_

Scheduled Commencement Date \_\_\_\_\_  
 Scheduled Completion Date \_\_\_\_\_

THIS AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2000 between BHARAT HEAVY ELECTRICALS LIMITED (A Government of India Enterprise) a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort New Delhi- 110049 (herein after called BHEL) of the ONE PART.

AND

M/S \_\_\_\_\_ (hereinafter called the `Contractor') of the SECOND PART.

WHEREAS M/s -----state that they have acquired and possess extensive experience in the field of -----

And Whereas in response to an Invitation to Tender No. ----- issued by BHEL for execution of ----- the contractor submitted their offer No.----- dated -----And whereas BHEL has accepted the offer of the Contractor on terms and conditions specified in the Letter of Intent No.-----dated -----read with the references cited therein.

THIS AGREEMENT WITNESSES AND it is hereby agreed by and between the parties as follows:

1. That the contractor shall execute the work of -----and more particularly described in Tender Specification No -----including Drawings and Specifications (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, instructions to Tenderers, General Conditions of Contract, Special Conditions, Annexures, Letter of Intent dated -----and such other instructions, Drawings, Specifications given to him from time to time by BHEL.
2. The Contractor is required to furnish to BHEL Security deposit in the form of cash/ approved securities/ Bank Guarantee valid upto ----- for a sum of Rs.----- towards satisfactory performance and completion of the Contract.
3. The Contractor has furnished a Bank Guarantee bearing no.-----dated -----for a sum of Rs.-----executed by ----- in favour of BHEL towards Security Deposit valid upto -----

OR

The Contractor has furnished to BHEL an initial Security Deposit of Rs.-----in the form of cash / approved Securities/ B.G No.----- dated ----- for Rs.-----executed by ----- in favour of BHEL valid upto ----- and has agreed for recovery of

the balance security deposit by BHEL @ 10% of the value of work done from each running bill till the entire Security Deposit is recovered.

OR

The contractor has furnished to BHEL an initial Security Deposit of Rs.----(Rs.----- vide Bank draft No.-----dated -----and by adjusting EMD of Rs.-----submitted vide Bank draft No.----- dt.-----) and has agreed for recovery of balance Security Deposit by BHEL @ 10% of the value of work done from each running bill till the entire security deposit is recovered.

4. The Contractor hereby agrees to extend the validity of the Bank Guarantee for such further period or periods as may be required by BHEL and if the Contractor fails to obtain such extension(s) from the Bank, the Contractor, shall pay forthwith or accept recovery of Rs.----- from the bills in one installment and the contractor further agrees that failure to extend the validity of the Bank Guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum of Rs.-----.

OR

In case the contractor furnishes the bank guarantee at a later date the contractor hereby agrees to extend the validity of bank guarantee for such further period or periods as may be required by BHEL and if the contractor fails to obtain such extension(s) from the bank, the contractor shall pay forthwith or accept recovery of the amount of bank guarantee given in lieu of security deposit from the bills in one installment and the contractor further agrees that failure to extend the validity of bank guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum.

5. That in consideration of the payments to be made to the Contractor by BHEL in accordance with this Agreement the Contractor hereby covenants and undertakes with BHEL that they shall execute, construct, complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.
6. That the Contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the Works to be executed by him.
7. That the Contractor shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorised by BHEL, within the agreed time schedule, the time of completion being the essence of the Contract.
8. That BHEL shall, after proper scrutiny of the bills submitted by the Contractor, pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.
9. That this Agreement shall be deemed to have come into force from ----- the date on which the letter of intent has been issued to the Contractor.
10. That whenever under this contract or otherwise, any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.

11. That all charges on account of Octroi, Terminal and other taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Contractor.
12. That BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax under Section 194 (C) of the Income Tax Act, 1961.
13. That BHEL shall be further entitled to recover from the running bills of the Contractor or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL, hire charges for tools and plants issued (Where applicable) and any other dues owed by the Contractor.
14. That it is hereby agreed by and between the parties that non-exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Contractor with respect to compensation payable to BHEL or Contractor's obligations shall remain unaffected.
15. It is clearly understood by and between the parties that in the event of any conflict between the Letter of Intent and other documents governing this Agreement, the provisions in the Letter of Intent shall prevail.

16. The following documents

1. Invitation to Tender No-----  
and the documents specified therein.
2. Contractor's Offer No-----  
dated-----.
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. Letter of Intent No \_\_\_\_\_ dated \_\_\_\_\_.
7. \_\_\_\_\_

shall also form part of and govern this Agreement.

IN WITNESS HEREOF, the parties hereto have respectively set their signatures in the presence of

WITNESS

- 1.
- 2.

(CONTRACTOR)  
(to be signed by a person holding  
a valid Power of Attorney)

WITNESS

- 1.
- 2.

(For and on behalf of BHEL)

**BANK GUARANTEE FOR SECURITY DEPOSIT**

B.G. NO.

Date

This deed of Guarantee made this ----- day of -----two thousand by -----  
----- (Bank) hereinafter called the "The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) in favour of M/s Bharat Heavy Electrical Limited ( A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its unit at Power Sector – Northern Region, Noida, Distt. Gautam Budh Nagar, (UP) hereinafter called "The Company" (which expression shall unless repugnant to the context or meaning thereof by deemed to include its successors and assigns)

WHEREAS -----(hereinafter referred to as the Contractor) have entered into a contract arising out of Letter of Intent no.----- dt.----- (hereinafter referred to as "the contract") for the construction of ----- with the company.

AND WHEREAS the contract inter-alia provides that the contractor shall furnish to the company a sum of Rs.----- (Rupees-----) towards security deposit for due and faithful performance of the contract in the form and manner specified therein.

AND WHEREAS the contractor has approached the Guarantor and in consideration of the arrangement arrived at between the contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the company.

The Guarantor do hereby guarantee to the company the due and faithful performance, observance or discharge of the Contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs.----- (Rupees-----) against any claim by the company on them for any loss, damage, costs, charges and expenses caused to or suffered by the company by reasons of the contractor making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the company whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and / or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and from time to time any of the powers exercisable by it against the contractor and either enforce or forebear from enforcing any of the terms and conditions governing the contract or securities available to the company and the Guarantor shall not be released from its liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time

being given to the contractor or any other forbearance, act or commission on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from its liability under this guarantee.

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and its claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor and accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after ----- i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the company to proceed against the contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the Company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs.----- (Rupees-----). Our guarantee shall remain in force until -----, i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before ----- we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this documents shall only be enforced or settled in the courts of at New Delhi / Delhi only.

The Guarantor hereby declares that it has power to execute this guarantee and the executant has full powers to do so on behalf of the Guarantor.

IN WITNESS whereof the ----- (Bank) has hereunto set and subscribed its hand the day, month and year first, above written.

Signed for and on behalf of the Bank  
(Signatory No.-----)

WITNESSES

- 1. Name & Address
- 2. Name & Address

Notes :

1. The above BG shall be executed on the non-judicial stamp papers of adequate value procured in the name of the bank in the state where the bank is located.
2. The above BG is required to be sent by the executing bank directly to BHEL at the address where tender is submitted / accepted under seal cover.

**LIST OF MEMBER BANKS**

1. State Bank of India  
CAG Branch,  
10<sup>th</sup> Floor, Vijaya Building,  
Barakhamba Road,  
New Delhi – 110001.
2. Canara Bank  
74, Janpath,  
New Delhi – 110001.
3. Punjab National Bank,  
74, Janpath,  
New Delhi – 110001.
4. Bank of Baroda,  
Corporate Banking Branch,  
11<sup>th</sup> Floor, BOB Building,  
Sansad Marg,  
New Delhi – 110001.  
  
State Bank of Hyderabad,  
Surya Kiran Building, K.G. Marg,  
New Delhi – 110001.
5. State Bank of Mysore,  
Antriksh Bhawan, K.G. Marg,  
New Delhi – 110001.
6. State Bank of Mysore,  
Industrial Finance Branch,  
18, Ramanashree Arcade,  
M.G. Road, Bangaloe – 560001.
7. State Bank of Travancore,  
Travancore House, IF Branch,  
K.G. Marg, New Delhi – 110001.
8. Deutsche Bank,  
Tolstoy Marg,  
New Delhi – 110001.
9. HDFC Bank Ltd.,  
5<sup>th</sup> Floor, HT House,  
K.G. Marg,  
New Delhi – 110001.
10. Citi Bank N A  
Jeevan Vihar Building,  
Sansad Marg,  
New Delhi – 110001.
11. Standard Chartered Bank,  
H2 Block, Connaught Place,  
New Delhi – 110001.
12. ICICI Bank Ltd.,  
ICICI Tower,  
Bisham Pitamah Marg,  
Pragati Vihar,  
New Delhi – 110003.
13. IDBI Bank Ltd.,  
19, K.G. Marg,  
Surya Kiran Building,  
New Delhi.
14. HSBC Ltd.,  
ECE House,  
28 KG Marg,  
New Delhi – 110001.

**SECTION – I (a)**  
**SPECIFICATION**  
**FOR**  
**HEALTH, SAFETY AND ENVIRONMENT (HSE)**

**1.0 SCOPE**

This specification establishes the Health, Safety and Environment (HSE) management requirement to be complied with by the Contractors during construction.

Requirements stipulated in this specification shall supplement the requirements of HSE Management given in relevant Act (s) /legislations, General Condition Contract (GCC), Special Conditions of Contract (SCC) and job specification where different documents stipulates different requirements, the most stringent be adopted.

**2.0 REFERENCES**

This document should be read in conjunction with following :

- General Conditions of Contract (GCC)
- Special Conditions of Contract (SCC)
- Scope of work
- Relevant IS Codes (refer Annexure-I)
- Reporting Formats (refer Annexure-II)

**a. REQUIREMENTS OF HEALTH, SAFETY & ENVIRONMENT (HSE) MANAGEMENT SYSTEM TO BE COMPLIED BY CONTRACTORS.**

**b. MANAGEMENT RESPONSIBILITY**

3.1.1 The Contractor to comply with HSE requirement at Construction sites as enclosed to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.

3.1.2 The HSE management system shall cover the HSE requirements including but not limited to what is specified under Para 1.0 and para 2.0 above.

3.1.3 Contractor shall be fully responsible for planning and implementing HSE requirements. Contractor as a minimum requirement shall designate/deploy the following to co-ordinate the above :

No. of workers deployed upto 250 - Designate one safety Supervisor

Above 250 & upto 500 - Deploy one qualified and Experienced safety engineer/ officer

Above 500  
(for every 500 or less) - One additional safety engineer/ officer, as above.

Contractor shall indemnify & hold harmless Owner/BHEL & their representatives free from any and all liabilities arising out of non-fulfillment of HSE requirement.

- 3.1.4 The Contractor shall ensure that the Health, Safety and Environment (HSE) requirements are clearly understood & faithfully implemented at all levels at site.
- 3.1.5 BHEL shall promote and develop consciousness for Health, Safety and Environment among all personnel working for the Contractor. Regular awareness programmes and work site meetings shall be arranged on HSE activities to cover hazards involved in various operations during construction.
- 3.1.6 The Contractor shall arrange suitable first aid measures such as First Aid Box, trained personnel to give First Aid and install fire protection measures such as adequate number of steel buckets with sand and water to the satisfaction of BHEL/Owner.
- 3.1.7 Non-Conformance on HSE by Contractor (including his Sub-contractors) as brought out during review / audit by BHEL/Owner representative shall be resolved forthwith by Contractor. Compliance report shall be provided to BHEL.
- 3.1.8 The Contractor shall ensure participation of his Resident Engineer / Site-In-Charge in the Safety Committee / HSE Committees meetings arranged by BHEL / Owner. The compliance of any observations shall be arranged urgently. He shall assist BHEL / Owner to achieve the targets set by them on HSE during the project implementation.
- 3.1.9 The Contractor shall adhere consistently to all provisions of HSE requirements. In case of non-compliance or continuous failure in implementation of any of HSE provisions, BHEL / Owner may impose stoppage of work without any Cost & Time implication to BHEL / Owner and / or impose a suitable penalty for non-compliance with a notice of suitable period, upto a commulative limit of 1.0% (one percent) of Contract value. This penalty shall be in addition to all other penalties specified else where in the contract. The decision of imposing stoppage of work, its extent & minority penalty shall rest with BHEL / Owner & binding on the Contractor.
- 3.1.10 All fatal accidents and other personnel accidents shall be investigated by a team of Contractor's senior personnel for root cause & recommended corrective and preventive actions. Findings shall be documented and suitable actions taken to avoid recurrences shall be communicated to BHEL / Owner. BHEL / Owner shall have the liberty to independently investigate such occurrences and Contractor shall extend all necessary help and co-operation in this regard.

## **3.2 HOUSE KEEPING**

- 3.2.1 Contractor shall ensure that a high degree of house keeping is maintained and shall ensure interalia; the following :
- a) All surplus earth and debris are removed / disposed off from the working areas to identified locations (s).
  - b) Unused/Surplus Cables, Steel items and steel scrap lying scattered at different places within the working areas are removed to identified locations (s).
  - c) All wooden scrap, empty wooden cable drums and other combustible packing materials, shall be removed from work place to identified location(s).
  - d) Roads shall be kept clear and materials like : pipes, steel, sand boulders, concrete, chips and brick etc., shall not be allowed on the roads to obstruct free movement of men & machineries.

- e) Fabricated steel structurals, pipes & piping materials shall be stacked properly for erection.
- f) Water logging on roads shall not be allowed.
- g) No parking of trucks/trolleys, cranes and trailers etc., shall be allowed on roads which may obstruct the traffic movement.
- h) Utmost care shall be taken to ensure over all cleanliness and proper upkeep of the working areas.
- i) Trucks carrying sand, earth and pulverized materials etc., shall be covered while moving within the plant area.

In case of non-compliance of any of above, BHEL shall have the liberty to get it done from some other agency at this risk and cost.

### **3.3 HEALTH, SAFETY AND ENVIRONMENT**

- 3.3.1 The Contractor shall provide safe means of access to any working place including provisions of suitable and sufficient scaffolding at various stages during all operations of the work for the safety of his workmen, and BHEL / Owner. Contractor shall ensure deployment of appropriate equipment and appliances for adequate safety and health of the workmen and protection of surrounding areas.
- 3.3.2 The contractor shall ensure that all their staff and workers wear Safety Helmet and Safety shoes. Contractor shall also ensure use of safety belt, protective goggles, gloves etc., by the personnel as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.
- 3.3.3 The Contractor shall assign to his workmen, tasks commensurate with their qualification, experience and state of health for driving of vehicles, handling and erection of material and equipments. All lifting equipments shall be tested certified for its capacity before use. Adequate and suitable lighting at every work place and approach there to, shall be provided by the Contractor before starting the actual operations at night. It is mandatory for contractor to get his workmen medically examined / checked for fitness of work assigned once a year and furnish the certificate to that effect from RMP / Govt. Hospital.
- 3.3.4 Hazardous and / or toxic materials such as solvent, coating or thinners shall be stored in appropriate containers.
- 3.3.5 All hazardous materials shall be labeled with the name of the materials, the hazards associated with its use and necessary precautions to be taken.
- 3.3.6 Contractor shall ensure that during the performance of the work, all hazards of the health of personnel, have been identified, assessed and eliminated.
- 3.3.7 Chemical spills shall be contained and cleaned up immediately to prevent further contamination.
- 3.3.8 All personnel exposed to physical agents such as ionizing or non-ionizing radiation, ultraviolet rays or similar other physical agents shall be provided with adequate shielding or protection commensurate with the type of exposure involved.

- 3.3.9 Where contact or exposure of hazardous materials could exceed limits or could otherwise have harmful effects, appropriate personnel protective equipment such as gloves, goggles, aprons, chemicals resistant clothing and respirator shall be used.
- 3.3.10 All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules & regulations relating to the hazardous materials substances and wastes. Contractor shall not dump, release or otherwise discharge or dispose off any such materials without the express authorization of BHEL / Owner.

#### **4.0 DURING JOB EXECUTION**

- 4.1 Implement Health, Safety and Environment requirements including but not limited to as brought out under para 3.0. Contractor shall ensure to :
- arrange workmen compensation insurance, registration under ESI Act, third party liability insurance etc., as applicable.
  - arrange all HSE permits before start of activities (as applicable) like hot work, confined space, work at heights, storage of chemical / explosive materials and its use and implement all precautions mentioned therein.
  - Submit timely the completed checklist on HSE activities, Monthly HSE report, accident reports, investigation reports etc., as per BHEL / Owner requirements. Compliance of instructions on HSE shall be done by Contractor and informed urgently to BHEL / Owner.
  - Ensure the Resident Engineer / Site-Incharge of the Contractor shall attend all the Safety Committee / HSE meetings arranged by BHEL/Owner. In case of his absence from site that a second senior most person shall be nominated by him in advance and communicated to BHEL/Owner.
  - Display at site office and work locations caution boards, list of hospitals, emergency services available.
  - Display posters, banners made available by BHEL for safe working to promote safety consciousness.
  - Assist in HSE audits by BHEL / Owner and submit compliance report.
  - Generate and submit HSE records / report as per HSE plan.
  - Appraise BHEL / Owner on HSE activities at site.

**RELEVANT IS – CODES FOR PERSONAL PROTECTION**

IS: 2925-1984	Industrial Safety Helmets
IS: 4770-1968	Rubber gloves for electrical purposes
IS: 6994, 1973 (Part-I)	Industrial Safety Gloves (Leather & Cotton Gloves)
IS: 1989-1986 (Part I & III)	Leather safety boots and shoes
IS: 3738-1975	Rubber knee boots
IS: 5557-1969	Industrial and Safety rubber knee boots
IS: 6519-1971	Code of practice for selections, care and repair of Safety footwear
IS: 11226-1985	Leather Safety footwear having direct moulding sole
IS: 5983-1978	Eye protectors
IS: 9167-1979	Ear protectors
IS: 3521-1983	Industrial Safety belts and harness

**1.0 HEALTH, SAFETY & ENVIRONMENT (HSE) PLAN**

PROJECT: ----- CONTRACTOR :-----

DATE :----- OWNER :-----

(To be prepared by each construction Agency)

ACTIVITY DESCRIP TION	PROCEDURE/ W.I/ GUIDELIES	CODE OF CONFOR- MANCE	PERFORMING FUNCTIONS			AUDIT FUNCTION CUSTOMER REVIEW AUDIT REQUIREMENT
			PERFOR- MER	CHECK- ER	APPRO- VER	

PREPARED BY

REVIEWED BY

APPROVED BY  
(RESIDENT ENGINEER)

**2.0 MONTHLY HSE CHECKLIST CUM COMPLIANCE REPORT (1/6)**

PROJECT:----- CONTRACTOR:-----

DATE :----- OWNER:-----

INSPECTION BY:-----

Note: Write 'NA' wherever the item is not applicable.

ITEM	YES	NO	REMARKS	ACTION
------	-----	----	---------	--------

**HOUSING KEETING**

Waste containers provided and used

Sanitary facilities adequate and clean

Passageways and Walkways Clear

General neatness of working areas

Others

**PERSONNEL PROTECTIVE EQUIPMENT**

Goggles: Shelds

Face protection

Hearing protection

Safety Shoes provided

Hand protection

Safety Belts

Others

**EXCAVATIONS / OPENINGS**

Openings properly covered or barricaded

Excavations shored

Excavations barricaded

Overnight lighting provided

Other

**MONTHLY HSE CHECKLIST CUM COMPLIANCE REPORT (Contd.. 2/6)**

ITEM	YES	NO	REMARKS	ACTION
<b>WELDING, CUTTING</b>				
Gas cylinders chained upright				
Cables and hoses not obstructing				
Screens or shields used				
Flammable materials protected				
Fire extinguisher (s) accessible				
Other				
<b>SCAFFOLDING</b>				
Fully decked platforms				
Guard and intermediate rails in place				
Toe boards in place				
Adequate shoring				
Adequate access				
Other				
<b>LADDERS</b>				
Extension side rails 1 m above				
Top of landing				
Properly secured				
Angle + 70 from horizontal				
Other				

**MONTHLY HSE CHECKLIST CUM COMPLIANCE REPORT (Contd.3/6)**

ITEM	YES	NO	REMARKS	ACTION
<b>HOIST. CRANES AND DERRICKS</b>				
Condition of cables and sheaves OK				
Condition of slings, chains, hooks & eyes O.K.				
Inspection and maintenance logs maintained				
Outriggers used				
Signs/barricades provided				
Signals observed and understood				
Qualified operators				
Other				
<b>MACHINERY, TOOLS AND EQUIPMENT</b>				
Proper instruction				
Safety devices				
Proper cords				
Inspection and maintenance				
Other				
<b>VEHICLE AND TRAFFIC</b>				
Rules and regulations observed				
Inspection and maintenance				
Licensed drivers				
Other				

**MONTHLY HSE CHECKLIST CUM COMPLIANCE REPORT (Contd.4/6)**

ITEM	YES	NO	REMARKS	ACTION
<b>TEMPORARY FACILITIES</b>				
Emergency instructions posted				
Fire extinguishers provided				
Fire-aid equipment available				
Secured against storm damage				
General neatness				
In accordance with electrical requirements				
Other				
<b>FIRE PREVENTION</b>				
Personnel instructed				
Fire extinguishers checked				
No smoking in Prohibited areas				
Hydrants Clear				
Other				
<b>ELECTRICAL</b>				
Proper wiring				
ELCB's provided				
Ground fault circuit interrupters				
Protection against damage				
Prevention of tripping hazards				
Other				

**MONTHLY HSE CHECKLIST CUM COMPLIANCE REPORT (Contd.5/6)**

ITEM	YES	NO	REMARKS	ACTION
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**HANDLING AND STORAGE OF MATERIALS**

Properly stored or stacked

Passageways clear

Other

**FLAMMABLE GASES AND LIQUIDS**

Containers clearly identified

Proper storage

Fire extinguishers nearby

Other

**WORKING AT HEIGHT**

Erection plan

Safety belts and lanyards; chute lines

Other

**ENVIRONMENT**

Chemical and other Effluents properly disposed

Cleaning liquid of pipes disposed off properly

Water used for hydrotesting disposed off as  
Per agreed procedure

Lubricant Waste/Engine Oil properly disposed

Waste from Canteen, offices, sanitation etc.,  
Disposed properly

Disposal of surplus earth, stripping materials,  
Oily rags and combustible materials done  
Properly

**MONTHLY HSE CHECKLIST CUM COMPLIANCE REPORT (Contd.6/6)**

ITEM	YES	NO	REMARKS	ACTION
Green belt protection				
Hygienic conditions at labour camps O.K?				
Availability of First Aid facilities				
Proper sanitation at site, office and Labour camps				
Arrangement of medical facilities				
Measures for dealing with illness				
Availability of Potable drinking water For workmen & staff				

**Signature of Resident  
Engineer with Seal**

**3.0 ACCIDENT CUM FIRE REPORT**

(To be submitted by contractor after every accident within 24 hours of accident)

Report : \_\_\_\_\_

Name of Site: \_\_\_\_\_

Date: \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

---

**NAME OF THE INJURED** \_\_\_\_\_

**FATHER'S NAME** \_\_\_\_\_

**SUB-CONTRACTOR M/S** \_\_\_\_\_

**DATE & TIME OF ACCIDENT** \_\_\_\_\_

**LOCATION** \_\_\_\_\_

---

**BRIEF DESCRIPTION OF ACCIDENT**

---

**CAUSE OF ACCIDENT**

---

**NATURE OF INJURY/DAMAGE**

---

**MEDICAL AID PROVIDED/ACTIONS TAKEN**

---

**INTIMATION TO LOCAL AUTHORITIES**

---

**DATE:**

**SIGNATURE OF CONTRACTOR  
WITH SEAL**

**TO: SITE-IN-CHARGE/BHEL**

**1 COPY**

**4.0 SUPPLEMENTARY ACCIDENT & INVESTIGATION REPORT**

Project: \_\_\_\_\_ Supplementary to Report No. \_\_\_\_\_  
(Copy enclosed)

Site: \_\_\_\_\_ Date: \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

---

**NAME OF THE INJURED** \_\_\_\_\_

**FATHER'S NAME** \_\_\_\_\_

**SUB-CONTRACTOR M/S** \_\_\_\_\_

**DATE & TIME OF ACCIDENT** \_\_\_\_\_

**LOCATION** \_\_\_\_\_

---

**BRIEF DESCRIPTION & CAUSE OF ACCIDENT**

---

**NATURE OF INJURY/DAMAGE**

---

**COMMENTS FROM MEDICAL PRCTICETIONER, WHO ATTENDED THE VICTIM / INJURED**

---

**SUGGESTED IMPROVEMENT IN THE WORKING CONDITION, IF ANY**

---

**LOSS OF MANHOURS AND IMPACT ON SITE WORKS**

---

**ANY OTHER COMMENT BY SAFETY OFFICER**

---

**DATE:**

**SIGNATURE OF CONTRACTOR  
WITH SEAL**

**TO: SITE-IN-CHARGE/BHEL**

**1 COPY**

**5.0 MONTHLY HEALTH, SAFETY & ENVIRONMENT (HSE) REPORT**

(To be submitted by each Contractor)

Actual work start Date: \_\_\_\_\_ For the month of \_\_\_\_\_

Project: \_\_\_\_\_ Report No. \_\_\_\_\_

Name of the Contractor: \_\_\_\_\_ Status as on: \_\_\_\_\_

Name of Work: \_\_\_\_\_ Name of safety officer \_\_\_\_\_

ITEM	THIS MONTH CUMMULATIVE
------	------------------------

Total Strength (Staff + Workmen)

Number of HSE meetings organized at site

Number of HSE awareness programmes  
Attended at site

Whether workmen compensation policy taken Y/N

Whether workmen compensation policy is valid Y/N

Whether workmen registered under ESI Act Y/N

Number of Fatal Accidents

Number of Loss Time Accidents (Other than Fatal

Other accidents (Non Loss Time)

Total No. of Accidents

Total man-hours worked

Man-hour loss due to fire and accidents

Compensation cases raised with Insurance

Compensation cases resolved and paid to workmen

Remarks

Date

Safety Officer/Resident Engineer  
(Signature & Name)

To: SITE-IN-CHARGE,BHEL

1 COPY

**SECTION - III `A'**

**SPECIAL CONDITIONS OF CONTRACT**

**INDEX**

<b>CLAUSE No.</b>	<b>DESCRIPTION</b>
34.	General
35.	Civil works, foundation and grouting
36.	Consumables
37.	Tools & Plants / IMTE's
38.	Supervisory staff & workmen
39.	Material handling and storage for E/T/C
40.	Preservation of components
41.	Erection
42.	Welding HT, RG and NDT
43.	Progress reporting
44.	Drawings and documents
45.	Taxes and Duties
46.	Extra work
47.	Price variation
48.	Rate schedule
49.	Instructions to tenderers

**SECTION - III 'A'****SPECIAL CONDITIONS OF CONTRACT****34.0 GENERAL****34.1 GENERAL**

The work under these specifications broadly comprises of the following for 1 X 500 MW rating Boiler of NTPC's coal based, **Unit No. 6, Stage – III at Farakka Super Thermal Project (FSTPS), Distt. Murshidabad, WB.**

**Receipt, Transportation and Erection of main Boilers structure materials from foundation level to the level of Boiler drum including ceiling girders, & erection of Boiler Drum and ESP structure. The Boiler drum lifting shall be done by BHEL through BHEL's other agency. The contractor has to assist for the process as per the scope defined in the tender.**

The work to be carried out under the scope of these specifications is broadly as under:

- a) Pre assembly yard to carryout structural pre assembly work.
- b) Pre-assembly, if any, and pre-erection checks as applicable.
- c) Erection, alignment and welding, bolting, fastening, grouting as applicable for Boiler supporting structures
- d) Assistance for Erection of Boiler drum and its alignment on supports and fixing
- e) Non-destructive examination & post weld heat treatment as applicable.
- f) Handing over of structure and equipments to BHEL/ its customer on completion of scope of work for structure of main boiler.

SCOPE OF WORK IS FURTHER DETAILED IN VARIOUS CLAUSES HEREAFTER.

**34.2** The intent of this specification is to provide services for execution of the project according to most modern and proven techniques and codes. The omission of specific reference to any method, equipment or material necessary for the proper and efficient services towards installation of the plant shall not relieve the contractor of the responsibility of providing such services / facilities to complete the work or portion of work awarded to him. The quoted / accepted rates / lumpsum price shall deem to be inclusive of all such contingencies.

**34.3** The contractor shall carry out the work in accordance with standard practices / codes / instructions / drawings / documents / specification supplied by BHEL from time to time.

**34.4** The work shall conform to dimensions and tolerances given in various drawings and documents that will be provided during erection. If any portion of work is found to be defective in workmanship, not conforming to drawings or other stipulations, the contractor shall dismantle and redo the work duly replacing the defective materials at his cost. Failing which the job will be carried out by BHEL by engaging other agencies/ departmentally and recoveries will be affected from contractor's bills towards expenditure incurred including BHEL's usual overhead charges.

**34.5** Following shall be the responsibility of contractor and have to be provided within finally accepted rates / prices:

- a) Provision, as required, of all types of labour, supervisors, engineers, watch and ward,

tools & tackles, calibrated inspection, measuring and testing equipments as specified and otherwise required for the work, consumables for erection, testing and commissioning including material handling.

- b** Proper out-turn as per BHEL plan and commitment.
- c** Completion of work as per BHEL Schedule.
- d** Good quality and accurate workmanship for proper performance of the equipment.
- e** Repair and rectification.
- f** Preservation / Re-conservation of all components during storage / erection / commissioning till handing over.

**34.6** BHEL-Power Sector(NR) is ISO 9001-2000, ISO 14001-1996, OHSAS 18001-1999, ISO 27001 and SA-8000 certified company. Quality of work, to customer's satisfaction and system requirements is the essence of these certifications. The contractor in all respects will organize his work, systems, environment, process control documentation, tools, plant, inspection, measuring and testing equipments etc. as per instructions of BHEL engineer.

The contractor shall also comply with applicable legislation and regulations with regards to Health, Safety and Environmental aspects for minimizing risk arising from occupational health & safety hazards, controlling pollution and wastage. The Contractor will be responsible for Health, Safety & Environment management (HSE) at site for the construction activities to be carried out by them in accordance with requirements given under section I (a) of GCC and elsewhere in this tender document. The contractor, who is awarded the work, shall have to sign an MOU w.r.t implementation of HSE conditions with BHEL (Safe Work Practices).

**34.7** In order to meet the environmental concerns it is expected that the contractor shall plant, protect and maintain at least **50 trees** or equivalent in the vicinity of the project as per the available space and as per the advise of Engineers for the entire duration of contract.

### **35.0 CIVIL WORKS, FOUNDATIONS AND GROUTING.**

**35.1** NTPC/ BHEL shall provide foundations for all the equipment and columns including their grouting and necessary other civil work. The contractor for their scope shall check the dimensions of the foundations, locations of pockets, pitch of anchor bolts and other inserts as per drawings. Further, top elevation of foundations shall be checked with respect to benchmark etc. All minor adjustments of foundation level, dressing and chipping of foundation surfaces up to 50 mm, enlarging the pockets in foundations etc., as may be required for the erection of equipment / plants shall be carried out by the contractor.

**35.2** Chipping and dressing of foundations up to a 50 mm thickness is in the scope of contract. While on the job, care is essential to avoid too much chipping and resultant lowering of level. In case of excess chipping, contractor has to arrange additional packing plates as per requirements provided BHEL Engineer allows it. When required by manufacturers, the embedded sub-sole plates shall be scraped and checked with prussian blue to get the required contact with frames.

**35.3** The contractor shall ensure perfect matching of packer plates including machining, scraping and blue matching with foundation by dressing the foundation, as well as perfect matching between the packer plates and the base plate of equipment to the satisfaction of BHEL Engineer. If required the packer plates may have to be aligned and fixed on the foundations using approved quality special high strength, non-shrinking and quick-setting grouts. The minimum thickness below the packer plate should be 20 mm. The material required for this has to be arranged for by the contractor at his cost.

- 35.4** Grouting work of foundation bolt , base plate etc. including materials will be carried out within the final accepted rates of this contract. Contractor for subject work has to offer neat & clean foundations to the Civil Contractor to ensure perfect grouting. While grouting will be carried out by other agency, the contractor has to ensure that all the matching joints which are not to be grouted shall be kept free from the grouting mixture by applying tape or any other alternative method approved by Engineer. All assistance required has to be provided by the contractor.
- 35.5** The contractor shall check and verify the alignment of equipment, alignment of shafts of rotating machinery, the slopes of all bearing pedestals, centering of rotors with respect to their sealing bores, couplings etc. as applicable and the like items to ensure that no displacement had taken place during grouting. The values recorded prior to grouting shall be used during post grouting check up and verifications. Such pre and post grout records of alignment details shall be maintained by the contractor in a manner acceptable to the Engineer.
- 35.6** Besides grouting as above, any civil works required for safe and efficient operation of tools and tackles like grouting / excavation/ casting of foundation / anchor points for derricks, winches, guy ropes fastening, etc and any other temporary supports shall also be the contractor's responsibility. For these civil works, all materials including cement and required facilities shall have to be arranged by contractor at his own cost.
- 35.7** Contractor shall ensure at all times that his work areas & 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 sub soil or surface water if required at any time during execution of the work including monsoon period shall be considered by BHEL.
- 35.8** **PREPARATION OF FOUNDATIONS, AND GROUTING OF EQUIPMENTS**  
Building foundations and other necessary civil works for supporting structures, equipments etc. will be provided by BHEL / customer. The dimensional accuracy, axes, elevation, levels etc. with reference to benchmarks of foundations and anchor blot pits have to be checked and logged by the contractor. The permanent benchmark / reference marks will have to be transferred to new locations with sufficient care to maintain the accuracy and protected / preserved with adequate care (to enable rechecking at later dates) as per BHEL instruction.

Minor adjustments of foundation level dressing and chipping of foundation surfaces and blue-matching (wherever required) for all equipments as per BHEL Engineer's instructions, should be done by the contractor as part of the work. Dressing and chipping of foundations to the extent of 50 mm for achieving proper levels is within the scope of work.

All temporary foundations and anchor points required for installing erection equipments and winches etc. are in the scope of contractor. All building materials like cement, steel etc. for such temporary foundations shall have to be arranged by the contractor within the quoted rates. All such foundations shall be demolished and normal ground conditions restored after the usage.

Contractor shall carry out scrapping and blue matching of embedded plates / packers of rotating equipments. Chipping and the leveling of concrete surfaces, fine dressing up to the extent required to obtain contact between packer and concrete, is also covered in the scope of this work. Scrapping, chipping and matching shall be done so as to achieve prescribed percentage of contact between the two surfaces.

BHEL will provide free of cost only the shims and packer plates (either machined or plain) which go as permanent part of the equipment. Certain packer plates and shims over and above the quantity received as a part of supplies from manufacturing units of BHEL, will have to be cut out from steel plates / steel sheets at site to meet site requirement. Contractor shall cut and prepare packers and shims by gas cutting /chiseling / grinding and de-burr the same. However, machining of the packers wherever necessary will be arranged by BHEL.

Dressing of foundations, complete grouting of pockets of structures/ equipments, their underpinning including anchor / foundation bolts, beneath base, base hollows etc. as may be applicable, is included in the scope of contractor. Arranging all labour, building materials including cement, ordinary Portland as well as quick setting – free flow – non-shrink grout mix (e.g. srinkcomp, conbextra etc), form work, shuttering, and any other requirements is in the contractor's scope. Contractor shall obtain approval of BHEL for cement (ordinary as well as quick setting – free flow – non-shrink grout mix) prior to use. Cleaning of foundation surfaces, pocket holes and anchor bolt pits and de-watering and making them free of oil, grease, sand and other foreign materials by soda washing, water washing, compressed air and other approved methods, are within the scope of this specification / work.

After the grouting has finally set and cured, alignment of equipments involved shall be checked again to verify for any disturbance or any other reason. If required, decoupling of equipments has to be done for conducting the verification. In case any disturbance is noticed the cause, if any, shall be removed and re-alignment done as part of work.

Foundation and other necessary civil works for supporting structures, equipment etc, will be provided by BHEL/ customer. The dimensions of the foundation and anchor bolt pits shall be checked by contractor for their correctness with respect to the above access as per the erection drawings. Further, top elevation column foundations shall be checked with respect to benchmark etc. All minor adjustment of foundation levels dressing and chipping of foundation surfaces etc. upto 50 mm as may be required for the erection of equipment/plants will be carried out by the contractor without any extra cost. The contractor using his own materials at his cost shall cast all foundations and anchor points required for installing winches. Installation of starters, distribution etc, shall be done by the contractor while only incoming supply to the common isolating switch will be arranged by BHEL. Grouting of all columns, equipment base plates, anchor bolt holes etc are included in the scope. The grouting mixture shall be either composed of port land cement or ready mix grout of proved quality. However, in both the cases Contractor will supply Portland cement and ready mix grout component respectively. Application of the two options will depend on drawing/specification/ instruction of BHEL Engineer. The contractor shall arrange for sand, stone chips, gravels, anti shrink compound, plasticizer, shuttering, grout mixing machine, labours etc at his cost. The contractor shall prepare the required test pieces/test cubes to ensure the strength of grout and get the same tested in laboratory at his cost. Test cube shall also be taken during grouting for testing in the laboratory and shall be tested at his cost.

The grout shall be of high strength grout having a minimum characteristic compressive strength of 60 N/mm<sup>2</sup> at 28 days. The grout shall be chloride - free, cement based, free flowing, and non-metallic grout. The Grout shall have good flowability even at very low water/ grout powder ratio. The Grout shall have characteristics of controlled expansion to be able to occupy its original volume to fill the voids and to compensate for shrinkage. Grout shall be of pre-mix variety so that only water needs to be added

before use. The mixing of the Grout shall conform to the recommendations of the manufacturer of the Grout.

After the base has been prepared, its alignment and level has been checked and approved and before actually placing the grout, a low dam shall be set around the base at a distance that will permit pouring and manipulation of the grout. The height of such dam shall be at least 25mm above the bottom of the base. Suitable size and number of chains shall be introduced under the base before placing the grout, so that such chains can be moved back & forth to push the grout into every part of the space under the base.

The grout shall be poured either through grout holes if provided or shall be poured at one side or at two adjacent sides to make the grout move in a solid mass under the base and out in the opposite side. Pouring shall be continued until the entire space below the base is thoroughly filled and the grout stands at least 25 mm higher all around than the bottom of the base. Enough care should be taken to avoid any air or water pockets beneath the bases. In addition to the above, recommendations of Grout manufacturer shall also be followed. The poured grout should be allowed to stand undisturbed until it is well set. Immediately thereafter, the dam shall be removed and grout, which extends beyond the edges of the structural or equipment base plates shall be cut off, flushed and removed. The edges of the grout shall then be pointed and finished with 1:2 cement mortar pressed firmly to bond with the body of the grout and smoothed with a tool to present a smooth vertical surface. The work shall be done in a clean and scientific manner and the adjacent floor spaces, exposed edges of the foundations, and structural steel and equipment base plates shall be thoroughly cleaned of any spillage of the grout.

After the grout is set and cured, the Contractor shall check and verify the alignment of equipments, alignment of shafts of rotating machinery, the slopes of all bearing pedestals, centering of rotors with respect to their sealing bores, couplings, etc. as applicable and the like items to ensure that no displacement had taken place during grouting. The values recorded prior to grouting shall be used during such post grouting check- up and verifications. Such pre and post grout records of alignment details shall be maintained by the Contractor in a manner acceptable to the BHEL / Employer.

### **36.0 CONSUMABLES**

- 36.1** The contractor shall provide within finally accepted price / rates, all consumables like all welding electrodes (including alloy steel and stainless steel), filler wires, TIG filler wires (over & above as supplied by the unit along with the plant materials, which will be given free of cost to bidder), all gases (inert, welding, cutting), soldering material, dye penetrants, radiography films. Other erection consumables such as tapes, jointing compound, grease, mobile oil, M-seal, Araldite, petrol, CTC / other cleaning agents, grinding and cutting wheels are to be provided by the contractor. Steel, H&S, packers, shims, wooden planks, scaffolding materials hardware items etc required for temporary works such as supports, scaffoldings are to be arranged by him. Sealing compounds, gaskets, gland packing, wooden sleepers for temporary work required for completion of work except those which are specifically supplied by manufacturing unit are also to be arranged by him.
- 36.2** All the shims, gaskets and packing, which go finally as part of equipment, shall be supplied by BHEL free of cost.
- 36.3** It shall be the responsibility of the contractor to plan the activities and store sufficient quantity of consumables. Non-availability of any consumable materials or equivalent suggested by BHEL cannot be considered as reason for not attaining the required

progress or for additional claim.

- 36.4** Any other special filler wires and welding electrodes which are supplied by the manufacturing unit as a normal supplies shall also be issued free of charge for erection. Required quantity as arrived at by calculation / standards will only be supplied. It would be the contractors' responsibility to account for the consumption of these filler wires. Weight of free supplied consumables for welding shall not be payable. These have to be erected without extra cost, within the scope of contract. Additional requirement beyond standard / calculated quantity will be at cost recovery basis only unless and otherwise accounted for. Surplus quantity of TIG filler wire, if any, shall be properly stored and returned to BHEL stores. The contractor has to take care of above in their offer.
- 36.5** It shall be the responsibility of the contractor to obtain prior approval of BHEL, regarding suppliers, type of electrodes etc before procurement of welding electrodes. On receipt of electrodes at site these shall be subjected to inspection and approval by BHEL. The contractor shall inform BHEL details regarding type of electrodes, batch number, date of expiry etc and produce test certificate for each lot / batch with correlation of batch / lot number with respective test certificate. No electrode without a valid test certificate will to be used.
- 36.6** BHEL reserves the right to reject the use of any consumable including electrodes, gases, lubricants / special consumables if it is not found to be of the required standard / make / purity or when shelf life has expired. Contractor shall ensure display of shelf life on consumable wherever required and records maintained.
- 36.7** Storage of all consumables including welding electrodes shall be done as per requirement / instruction of the Engineer by the contractor at his cost.
- 36.8** In case of improper arrangement for procurement of any consumable, BHEL reserves the right to procure the same from any source and recover the cost from the Contractor's first subsequent bill at market value plus the departmental charges of BHEL from time to time (30% at present). Postponement of such recovery is normally not permitted. The decision of Engineer in this regard shall be final and binding on the Contractor.
- 36.9** All lubricants and chemicals required for cleaning, pre-commissioning, commissioning, testing, preservation and lubricants for trial runs of the equipment shall be supplied by BHEL / BHEL's client. All services including labour and T&P will be provided by the contractor for handling, filling, emptying, refilling etc. and is included in scope of this contract without any extra cost to BHEL. The consumption of lubricants / chemicals shall be properly accounted for. Surplus material if any shall be properly stacked and returned to BHEL/ CUSTOMER stores at no extra cost to BHEL. Recoveries shall be affected for wastage by the contractor.
- 36.10** Transportation of oil drums, from stores, filling of oil and filling of oil for flushing, first filling of oil and subsequent changeover or topping / making up till the unit is fully commissioned and handed over to customer is included in scope of this contract. The contractor shall have to return all the empty drums to BHEL / BHEL's client store at no extra cost. Any loss / damage to above drums shall be to contractor's account.
- 36.11** All charges on account of Octroi, terminal or sales tax and other duties on materials obtained for the works from any source shall be borne by the contractor.
- 37.0** **TOOLS AND PLANTS / IMTE's**
- 37.1** T&P / IMTE's being provided by BHEL, as per Annexure-II, to sub-contractor free of hire charges shall be shared by other subcontractors working for BHEL at site and the allotment done by BHEL Engineer shall be final and binding.

- 37.2 Besides the T&P and IMTEs being made available to contractor free of hire charges by BHEL, all other T&Ps and 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. Indicative lists of **T&Ps and IMTEs to be arranged by the contractor** are given **as per Annexure-III**. He should ensure that these are in good working condition. In the event of the failure of contractor to bring necessary and sufficient T&Ps and IMTEs, BHEL will be at liberty to arrange the same and hire charges as applicable shall be deducted from contractor's bill. Decision of BHEL in this regard shall be final and binding on contractor.
- 37.3 All distribution boards, connecting cables, wire ropes, hoses, pipes etc, including temporary air / water / electrical connections etc shall have to be arranged by the contractor at his own cost.
- 37.4 In case of non-availability of the T&Ps to be provided by BHEL due to breakdown, major overhauls, distribution pattern or any other reason, the contractor shall plan / amend / alter his activities to meet erection / commissioning targets in consultation with BHEL.
- 37.5 **Operators for BHEL's hired cranes of capacity 200T and 400T will be provided by BHEL but one helper on each crane shall be provided by contractor within the final accepted rates. For all other cranes provided by BHEL, the operators shall have to be arranged by contractor within his scope of work.**  
**Fuel for operation of all BHEL cranes shall be provided by contractor within the final accepted rates.**  
**All Lubricants for the BHEL cranes such as Mobil oil, gear oil, brake oil, hydraulic oil, torque converter oil and grease will be provided by BHEL free of cost. The contractor will give the requirement for above well in advance.**
- 37.6 The contractor shall engage trained and experienced operators for the operation of BHEL's T&Ps. Their skill / performance will be checked by BHEL Engineer before they are allowed to operate the same. However checking of skills by BHEL does not absolve the contractor of his responsibilities for proper and safe handling of equipment, consistent good performance of operators and regular performance evaluation of operators.
- 37.7 The day to day **operation and maintenance** of BHEL's T&Ps (**Other than cranes**) shall be carried out by the contractor as per manufacturer's / BHEL's maintenance schedule at his cost. The contractor shall arrange, at his own cost, trained operators, fuel and other consumables for their operation. For upkeep of all other T & P's supplied by BHEL, the Contractor shall arrange spares.  
 BHEL supplied T&Ps shall be maintained in good working condition during the entire period of use. T&Ps in defective / damaged condition shall be rectified promptly to the full satisfaction of BHEL engineer. Contractor shall maintain records for maintenance of major T&Ps. These shall be made available for Inspection whenever required. In case of any lapses on the part of the contractor, BHEL at its own discretion get the servicing / repair of equipment done at the risk and cost of the contractor with BHEL overheads. Further, if there are breakdowns / damages due to negligence of the contractor, the complete service / repair charges and cost of all the spares damaged with BHEL overheads shall be recovered from contractor's RA bills.
- 37.8 **Agency for preventive & breakdown maintenance of BHEL cranes shall be arranged by BHEL.** However, the contractor against this contract shall arrange all supervision and labour required for routine / day-day maintenance of cranes along with minor consumables (i.e. cleaning agents, cotton cloth / cotton waste etc.) at his own cost. For attending breakdowns of these cranes, the contractor shall arrange for labour. Repair of self and dynamo shall be the responsibility of the contractor. The cranes shall be fitted with a set of new batteries at the time of initial issue from the stores. The

charges of the replacement of the other damaged / worn out parts of BHEL cranes will be borne by BHEL, provided the damage is not due to the negligence of the contractor.

All the spares & lubricants (except for diesel) for the cranes (BHEL's Cranes) shall be supplied by BHEL. For all BHEL cranes, if there are breakdowns / damages due to negligence of the contractor, the complete service / repair charges and cost of all the spares damaged with BHEL overheads shall be recovered from contractor's RA bills.

- 37.09** Increasing / shortening of the crane boom to suit work requirements shall have to be arranged by the indenting contractor at his cost. All necessary manpower tools, support, consumables, illumination etc. will have to be arranged by contractor at his cost. If required, contractor has to return the crane with original boom.
- 37.10** The area and infrastructure development of the area to be carried out by the customer. However in construction projects of this magnitude it is possible that all the areas / approaches may not be ready. In such cases consolidation of ground and arrangement of sleepers / sand bag filling etc for safe operation / movement of equipment including cranes / trailers etc shall be the responsibility of the contractor at his cost. No compensation on this account shall be payable.
- 37.11** In the event of contractor not using and maintaining BHEL T&Ps according to BHEL's instructions. BHEL will have the right to withdraw such item without any notice and no claim in this regard shall be entertained and contractor shall be responsible for delay in execution on this account.
- 37.12** The contractor has to maintain a logbook and shall furnish regular maintenance and utilization report of the BHEL T & P's under his possession, as per requirement of BHEL.
- 37.13** Any loss / damage to any part of BHEL T&Ps and IMTEs shall be to the contractor's account and any expenditure on these accounts by BHEL will be recovered from the contractor's bill in case the contractor fails to make good the loss.
- 37.14** It shall be responsibility of the contractor to take delivery of T&Ps from stores or place of use by other contractor at project site, transport the same to site and return the same to BHEL store / place as intimated by Engineer in project site in good working conditions after use.
- 37.15** The contractor shall return BHEL T&Ps and IMTEs issued to him in good working condition as and when desired by BHEL (on completion or reduction of workload). If contractor delays return of T&P and IMTE, hire charges as applicable shall be levied by BHEL from time, it was requisitioned till the time of actual return.  
T&Ps and IMTEs returned in damaged / unserviceable condition shall be got repaired by BHEL at its own discretion and entire cost of repair with BHEL overheads shall be recovered from the contractor.
- 37.16** Replacement cost including BHEL overheads in respect of irreparable / completely damaged / non return of T&Ps and IMTEs shall be recovered from the contractor's running / final bills
- 37.17** Contractor shall ensure deployment of serviced and healthy T&Ps including cranes, lifting tackles, wire ropes, manila ropes, winches and slings etc. History card and maintenance records for major T&Ps will be maintained by the contractor and will be made available to BHEL Engineer for inspection as and when required. Fitness certificate of T&P shall have to be submitted before it is put in use. Identification for such T&Ps will be done as per BHEL Engineer's advice.
- 37.18** Contractor shall ensure deployment of reliable and calibrated IMTEs (Inspection measuring and testing equipment). The IMTEs shall have test / calibration certificates from authorized / Government approved / accredited agencies traceable to National / International standards. Each IMTE shall have a label indicating calibration status i.e.

date of calibration, calibration agency and due date for calibration. A list of such instruments deployed by contractor at site with its calibration status is to be submitted to BHEL Engineer for control.

- 37.19** 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 IMTE so that work does not suffer when the particular instrument is sent for calibration. If any IMTEs not found fit for use, BHEL shall have the right to stop the use of such item. It will be necessary for the contractor to deploy proper item. Any readings taken by the defective instrument will be recalled and repeat the readings taken by that instrument with a proper one. In case he fails to do so, BHEL may deploy IMTEs and retake the readings at contractor's cost.
- 37.20** BHEL shall have lien on all T&P, IMTEs and other equipment of the contractor brought to the site for the purpose of erection, testing and commissioning. BHEL shall continue to hold the lien on all such items throughout the period of contract / extended period. The contractor and / or his sub-contractors, without the prior written approval of the Engineer, shall remove no material brought to the site.
- 37.21** The **month wise T&P deployment plan** to be submitted as per format (at **Annexure-D** to general conditions of contract) is only to assess the capability as well as understanding of the contractor to execute the work. It shall be the contractor's responsibility to deploy the required T&P, for timely and successful completion of the job, to any extent over and above those indicated in the above deployment plan (including those which are not covered in the plan submitted) without any compensation on this account.
- 37.22** **One CONSTRUCTION ELEVATOR / PASSENGER LIFT for boiler** will be provided to the contractor. The total erection including dismantling, commissioning, maintenance, statutory clearances shall be in the scope of erection agency against the contract, at no extra cost to BHEL. Necessary supervision of the supplier will be arranged for by BHEL.

All day to day and routine maintenance and checking of the lift is to be carried out by the contractor as per the recommendations of the supplier. He should periodically check the brakes and carry out the all works to ensure the safety for all those using the hoist.

The hoist should never be overloaded as this can lead to serious accidents. Ensuring all safety aspects in operation of lift shall be responsibility of contractor. All the landing platforms are to be erected by him. They are to be provided with proper barricades and hand railings. No separate payment for the temporary jobs will be made. The contractor will have to dismantle such temporary works and return the material to the stores or hand over the lift to BHEL in erected and maintained operable condition.

**The construction and dismantling of the foundations required for the passenger lifts is included in the scope of the contractor.**

## **38.0 SUPERVISORY STAFF AND WORKMEN**

- 38.1** The contractor shall deploy all the skilled workmen like millwright fitters, welders, crane operators, drivers, gas cutters, riggers, sarangs, masons, carpenters, electricians, helpers and instrument technicians to carry out the works as per specifications. In addition to skilled, semi-skilled and unskilled workmen required for all the works, suitable workmen required for handling and transporting of equipment from site storage to erection site, erection, testing and commissioning as contemplated under this specification shall be deployed. Only fully trained and competent men with previous experience on the job shall be employed. They shall hold valid certificates wherever necessary.

BHEL reserves the right to decide on the suitability of the workers and other personnel who will be deployed by the contractor. BHEL reserves the right to insist on removal of any employee / workman of the contractor at any time, if they find him unsuitable. The contractor shall remove him forthwith.

- 38.2** The supervisory staff including qualified Engineers deployed by the contractor shall ensure proper out-turn of work and discipline on the part of the labour put on the job by the contractor. They should in general see and ensure that the works are carried out in a safe and proper manner and in coordination with other labour and staff deployed directly by BHEL or other contractors of BHEL or BHEL's client / other agency.
- 38.3** The work shall be executed under the usual conditions affecting major power plant construction and in conjunction with numerous other operations / activities at site. The contractor and his personnel shall cooperate with other personnel / contractors, coordinating his work with others and proceed in a manner that shall not delay or hinder the progress of work as a whole.
- 38.4** 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 conforms to the dimensions and tolerances given in the drawings / documents / instructions given by BHEL Engineer from time to time.
- 38.5** The contractor shall deploy the necessary number of qualified and approved full time electricians at his cost to maintain his temporary electrical installation till the completion of work.
- 38.6** It is the responsibility of the contractor to engage his workmen in shifts or on overtime basis for achieving the targets set by BHEL and also during the period of commissioning and testing of unit. The contractor's finally accepted rates / prices shall include all these contingencies.
- 38.7** During the course of erection,
- If the progress is found unsatisfactory,
  - If the target dates fixed from time to time for every mile stones are to be advanced / not being met,
  - if it is found that the skilled workmen like fitters, operators, technicians etc deployed are not sufficient,

BHEL after giving reasonable opportunity to the contractor will induct on the work the required workmen in addition to contractor's workmen to improve the progress. The expenses so incurred will be recovered from the contractor's bills with overheads.

- 38.8** If the contractor or his workmen or employees shall break, deface, injure or destroy any part of a building, road kerb, fence, enclosure, water pipes, cables, drains, electric / telephone poles, wire, trees or any other property or to any part of erected components, the contractor shall make the same good at his own expense. In default, BHEL may cause the same to be made good by other workmen or by other means and deduct the expenses from any money due to the contractor. BHEL's decision will be final and binding.
- 38.9** Though every endeavor shall be made to ensure that all plant materials are supplied as per schedule. However in a job of this kind it is possible that some materials may be delayed. In order to achieve the ultimate targets, the contractor may have to augment his manpower and resources. No compensation on this account shall be admissible.
- 38.10** The **month wise manpower deployment plan** to be submitted as per format (at **Annexure-C** to General Conditions of Contract) is only to assess the capability as well as understanding of the contractor to execute the work. It shall be the contractor's responsibility to deploy the required manpower, for timely and successful completion of the job, to any extent over and above those indicated in the above deployment plan

(including those which are not covered in the plan submitted) without any compensation on this account. The contractor shall identify separate persons at site for quality control and safety.

### **39.0 MATERIAL HANDLING AND STORAGE FOR E/T/C**

- 39.1** All the equipment furnished under this contract shall be received from the project stores, sheds / storage yards and transported to pre assembly area / erection site and stored in the storage spaces in a manner so that they are easily retrievable till the contractor erects them. **While drawing / lifting material from BHEL / customer stores, contractor shall ensure that the balance / other materials are stacked back immediately. No claim is admissible on this account**
- 39.2** While BHEL will endeavor to store / stack / identify materials properly in their open / close / semi closed / tarpaulins covered storage yard / shed, it shall be contractor's responsibility to assist BHEL in identifying materials well in time for erection. They should take the delivery of the same, following the procedure indicated by BHEL, and transport the material safely to pre-assembly yard / erection site in time, according to program.
- 39.3** The contractor shall take delivery of components, equipment / consumables from storage area after getting the approval of BHEL Engineer on standard indent forms.
- 39.4** The contractor shall identify and deploy necessary Engineers / supervisors / workmen for the above work in sufficient number as may be needed by BHEL, for areas covering their scope.
- 39.5** All the equipment shall be handled very carefully to prevent any damage or loss. No untested wire ropes / slings etc. shall be used for unloading / handling. The equipment shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the stores shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at site.
- 39.6** Contractor shall ensure that while lifting slings shall be put over the points indicated on the equipment or as indicated in the manufacturer's drawings. Slings / shackles of proper size shall be used for all lifting and rigging purposes. All care shall be taken to safe guard the equipment against any damage. Dragging of piping / valves should be avoided. In case of any damage the cost shall be covered from the contractor.
- 39.7** Approach road conditions from the stores / yards to the erection site may not be equipped and ideal for smooth transportation of the equipment. Contractor may have to be adequately prepared to transport the materials under the above circumstances without any extra cost.
- 39.8** Contractor shall be responsible for examining all the plant and materials issued to him and notify the Engineer immediately of any damage, shortage, discrepancy etc before they are moved out of the stores / storage area. The contractor shall be solely responsible for any shortages or damages in transit, handling, storage and erection of the equipment once received by him. As the erection work will be spread in different areas / locations of the project, contractor has to arrange sufficient number of watch / ward personal to avoid any pilferage of material. As per General Conditions of contract under provisions of clause No 29 BHEL will reserve the right to recover the cost of repair / replacement, if any, to bring back the equipment in original order, in case the equipment / material is lost / damaged while in the custody of the contractor. BHEL's decision in this regard shall be final and binding on the contractor.
- 39.9** The contractor shall maintain an accurate and exhaustive record-detailing out the list of all equipment received by him for the purpose of erection and keep such record open for the inspection of the engineer at any time.

- 39.10** All the material in the custody of contractor and stored in the open or dusty locations must be covered with suitable weather proof / fire retardant covering material wherever applicable and shall be blocked up on raised level above ground. All covering materials including blocks and sleeper shall be arranged by the contractor at his cost.
- 39.11** If the material belonging to the contractor are stored in area other than those earmarked for his operation the engineer will have the right to get it moved to the area earmarked for the contractor at the contractors risk and cost.
- 39.12** The contractor shall be responsible for making suitable indoor storage facilities to store all equipment (drawn by the contractor from BHEL / customer stores), which require indoor storage till the time of their installation. The Engineer will direct the contractor in this regard, which item in his opinion will require indoor storage, and the contractor shall comply with Engineer's decision.
- 39.13** The contractor shall ensure that all surplus / damaged / scrap / unused material, packing wood / containers/ special transporting frames etc are returned to BHEL at a place in project area identified by the Engineer. The contractor will maintain an account for all items received and returned to BHEL. Any shortage in returning such items shall be chargeable to the contractor except for a 5% allowable against wastage for packing wood only.
- 39.14** The contractor shall hand over all parts / materials remaining extra over the normal requirement with proper identification tags to the stores as directed by the concerned BHEL engineer.
- 39.15** The contractor shall ensure that all the packing materials and protective devices installed on equipment during transit and storage are removed before installation.
- 39.16** It shall be the responsibility of the contractor to keep the work / storage areas in neat, tidy and working conditions. All surplus/unusable packing and other materials shall be removed and deposited at location(s) specified by BHEL within the project premises. If required weighing of the same within the project premises will have to be carried out.

#### **40.0 PRESERVATION OF COMPONENTS**

- 40.1** After taking delivery from BHEL / customer's stores, plant materials storage shall be subjected to the following protection besides other provisions indicated in these specifications elsewhere.
- a) Items stored outdoors shall be blocked up at least six inches (6") off the ground
  - b) Motors, valves, electrical equipment, control equipment and instruments etc shall be stored indoors in a warehouse provided by contractor. Motor windings shall be kept dry by use of external heat or space heaters.
  - c) Bearings and other wearing surfaces of plant materials shall be protected against corrosion and kept clean.
  - d) Insulation materials shall be stored indoors or otherwise protected against getting wet.
- 40.2** It shall be the responsibility of the contractor to apply preservatives / touch up paints (primer) on equipment handled and erected by him till such time of final painting. It shall be contractor's responsibility to arrange for required paints (primer), thinners, labour, scaffolding materials, cleaning materials like wire brush, emery sheets, etc, cleaning of surface and provide one coat of preservatives / paints (primer) from time to time as decided by BHEL engineer. The accepted rate shall include this work also. It is to be noted that such painting may have to be done as and when required till such time the final painting is carried out.
- 40.3** The contractor shall effectively protect the finished work from action of weather and

from damage or defacement and shall cover the finished parts then and there for their protection.

**40.4** Any failure on the part of contractor to carry out works according to above clauses will entail BHEL to carry out the job from any other party and recover the cost from contractor.

**41.0 ERECTION**

**41.1** All normal erection and assembly techniques necessary for completion of works under this specification and magnitude have to be carried out. It is not possible to specifically list out all of them. Absence of any specific reference will not absolve the contractor of his responsibility for the particular operation. These would include,

- Scaffolding and rigging operations,
- Machine / flame / electric cutting, grinding, welding, radiography and stress relieving
- Fitting, fettling, filing, straightening, chamfering chipping, scrapping, reaming, as cleaning, checking, leveling, blue matching, aligning and assembly.
- Machining, surface grinding, drilling, doweling, shaping
- Temporary erections for alignment, dismantling of certain equipment for checking, cleaning, servicing and site fabrication.

**41.2** Any fixtures, scaffolding materials, approach ladder, concrete block supports, steel structures required for temporary supporting, pre-assembly or checking, welding, lifting and handling during pre-assembly and erection shall be arranged by contractor at his cost.

**41.3** No members of any ladder / structure / platform should be cut without specific approval of BHEL. In case it is necessary to cut, the contractor shall rectify / repair in a manner acceptable to BHEL / customer without any additional cost.

**41.4** The contractor shall erect scaffolding / temporary platforms for erection. These should be of adequate capacity and shall never be over loaded. These should be replaced when not found suitable during erection work and dismantled on work completion and removed from work site.

**41.5** It shall be the responsibility of the contractor to provide ladders on columns for initial work till such time stairways are completed. For this, the ladder should not be welded on the column and should be pre-fabricated clamping type ladders. No temporary welding on any structural member is permitted except under special circumstances with the approval of BHEL. In case it is absolutely necessary then the contractor shall cut the temporary structure and rectify the column as directed by the engineer.

**41.6** The contractor is strictly prohibited in using the Boiler / ESP / Auxiliary Components for any temporary supporting or scaffolding works etc. In case of such misuse a sum of determined by Engineer will be recovered from contractor's bills.

**41.7** Boiler auxiliary columns are plate formed box section and the erection joint is welded type where as the columns are butt type with HSWG bolted flange and partition plates, boiler main column are having flange with splice plates and bolted connections. However, the contractor has to carry out work at site as per drawing.

**41.8** The material for platform and other structural sections under PG-36 shall be supplied in running meters. These shall be cut to size / shape / fabricated to required size / shape and to be welded by contractor.

**41.9** Hanger rods are shown in the pressure parts arrangement drawings for boiler. Any cutting / welding of these hangers rods will be done by the contractor. The hangers for pressure parts will be tested for even distribution of load with the help of a torque

wrench.

- 41.10** Packer plates supplied may have to be machined to the correct dimensions. It may also be necessary to blue match the same with each other/ with equipment / with foundations as per BHEL instructions.
- 41.11** Whenever required the contractor shall arrange for pre-qualification of process task performers.
- 41.12** All attachments welding including those for insulation works coming on pressure parts / non-pressure parts which the contractor has erected shall be done by IBR / BHEL tested welders only.
- 41.13** The adjustment of all hangers & supports erected in both cold & hot conditions for maintaining the proper slopes towards the drain pots and application of cold pull in the piping wherever required is also included in the scope of the contractor.
- 41.14** No temporary supports should be welded on the pressure parts and piping. In case of absolute necessity prior approval should be taken from BHEL Engineer. In such cases the contractor if required, shall carry out heat treatment.
- 41.15** Erection and welding of necessary structure required to erect boiler drum and its structure are covered within the scope of this specification. This will be the responsibility of the contractor and will be done as per the instructions of BHEL Engineer. The welding of all the above items will be contractor's responsibility even if the:
- (a) Product groups, under which these items are released, are not covered in the scope of this tender.
  - (b) Items are supplied by any agency other than BHEL.
- 41.16** The contractor shall carry out the tightening of the field bolts on the equipment and piping covered under this specification by using either the calibrated torque wrench method or the turn of part method. The methods used the tools and the equipment deployed shall be subject to the approval of Engineer. The competent technicians shall carry out the bolting work.
- 41.17** Following pre-assemblies in yard at ground level may be done to achieve the targets within stipulated time schedule.
- for Boiler Columns, M B L s (Bracing and Gusset plate etc).
  - for Ceiling Structure.
  - for Stairs, Landings, Handrails etc.

In addition to above other pre assemblies may also be required as decided at site to meet the stipulated erection schedules.

- 41.18** BHEL at its sole discretion may permit the use of special T& Ps supplied for the plant to contractor for use during erection. The contractor after its use shall have to return it in good working condition without damaging the same. Any damaged T & P shall have to be rectified / replaced by the contractor or it shall be arranged at the risk and cost of the contractor.
- 41.19** **House Keeping: The contractor is suppose to carryout hose keeping of work area on regular basis to keep the work place neat and tidy and available for the safe working. In case the contractor fails to do so BHEL shall get the same done at the risk and cost of contractor. The cost with applicable overheads shall be recovered from the monthly bills of the contractor.**

**42.0 WELDING, HEAT TREATMENT, RADIOGRAPHY AND NON-DESTRUCTIVE**

## TESTING

- 42.1** The pressure parts and equipment shall be erected in conformity with the provisions of Indian Boiler Regulation and as may be directed by BHEL as per any standard / specification in practice in BHEL. The method of welding (arc, gas, TIG or other method) may be indicated in the detailed drawings / schedules. BHEL Engineer will have the option of changing the method of welding as per site requirements. Semi automatic welding (GMAW) process shall be used for non-pressure parts / ducting / structures etc to the maximum possible, considering its cost efficiency, better quality and time saving features.
- 42.2** Welding of pressure parts, equipment, piping, high tensile structural steel shall be done by certified high pressure welders who possess valid certificate of CIB of the State in which the equipment is erected as per provision of IBR. The H.P. welder who possesses necessary certificate shall ensure re-validation as per relevant provisions of IBR and keep the certificate valid till the completion of work. The services of such welders, the validity of whose certificates have expired shall not be utilized for high-pressure works.
- 42.3** All welders including tack welders, structural and high pressure welder shall be tested as per ASME section IX / IBR and approved by BHEL Engineer before they are actually engaged on work even though they may possess a valid IBR certificate. BHEL reserves the right to reject any welder if the welder's performance is not found to be satisfactory. The contractor shall maintain the records of qualification AND performance of welders. BHEL Engineer will issue all the welders qualified for the work, an identity card. The welder will keep the same with him at work place at all times. He may be stopped from work if he is not found in possession of the same.
- 42.4** Engineer may stop any welder from the work if his performance is unsatisfactory for any technical reason or if there is a high percentage of rejection in the joints welded by him. The welder's having passed qualification tests does not absolve the contractor of contractual obligation to continuously check the welder's performance.
- 42.5** Faulty welds caused by the poor workmanship shall be cut and re-welded at the contractor's expense. The Engineer prior to any repair being made shall approve the procedure for the repair of defective welds. After the repair has been carried out, the compliance shall be submitted to the quality engineer.
- 42.6** The contractor shall carry out the root run welding of all HP / LP piping, valves by TIG welding method only. The contractor shall have to carry out full TIG welding of butt weld joints of tubes / pipes of lesser thickness if required. During the root runs of stainless steel joints, the contractor shall before and during welding have to purge the pipes with inert gas. All weld joints for temporary piping required for alkali flushing, acid cleaning and steam blowing should be got done by HP welders only. The root run should be done by TIG welding. All arrangements required for the above shall be the responsibility of the contractor at no additional cost. Argon Purging is to be done for TIG Run of SS Pipes
- 42.7** All expenses for testing of contractor's welders including destructive and nondestructive tests conducted by BHEL at site or at laboratory shall have to be borne by the contractor only. Limited quantity of tube and pipe material required for making test pieces will be supplied by BHEL free of cost.
- 42.8** The regulators used on welding machines shall be calibrated before putting these into use for work. The Contractor at his cost shall also arrange periodic calibration for the same.
- 42.9** **Only BHEL approved electrodes and filler wire will be arranged and used by the contractor**, within the finally quoted price. BHEL reserves the right to test any approved electrode being used by the contractor. Testing charges for the same shall be

borne by the contractor. All electrodes shall be baked and dried in the electric electrode-drying oven to the required temperature for the period specified by the Engineer before these are used in erection work. All welders shall have electrodes drying portable oven at the work spot. The electrodes brought to the site will have valid manufacturing test certificate. The test certificate should have a co-relation with the lot number / batch number given on electrode packets. No electrodes will be used in the absence of above requirement. The thermostat and thermometer of electrode drying oven will be also calibrated and test certificate from Govt. approved / accredited test house traceable to National / International standards will be submitted to BHEL before putting the oven in use. The contractor shall also arrange periodical calibration for the same.

- 42.10** All butt / fillet welds shall be subject to dye penetration test/ other tests as per the instructions of the engineer at no additional cost. Ultrasonic testing shall be in the scope of contractor for testing of welds as and when required.
- 42.11** The contractor shall maintain a record in the form as prescribed by BHEL of all operations carried out on each weld. He has to maintain a record indicating the number of welds, the names of welders who welded the same, date and time of start and completion, preheat temperature, radiographic results, rejection if any, percentage of rejection etc. and submit copies of the same to the BHEL Engineer as required. Interpretation of the BHEL Engineer regarding acceptability or other wise of the welds shall be final.
- 42.12** The contractor shall carry out the edge preparation of weld joints at site in accordance with the details acceptable to BHEL Engineer. Wherever possible machining or automatic flame cutting should be done. Gas cutting will be allowed only wherever edge preparation otherwise is impractical. All slag / burrs shall be removed from the edge and all the hand cuts shall be ground smooth to the satisfaction of engineer.
- 42.13** All welds shall be painted with anticorrosive red oxide paint once radiography and stress relieving works are over. Necessary consumables and scaffolding etc including paints shall be provided by contractor at his own cost.
- 42.14** Pre-heating, radiography and other NDT tests, post heating and stress relieving after welding of tubes, pipes, including attachment welding wherever necessary, are part of erection work and shall be carried out by the contractor in accordance with the instructions of the Engineer. Contractor at his cost shall arrange all equipment and consumables essential for carrying out the above process.
- 42.15** Contractor shall arrange all necessary stress relieving equipment with automatic recording devices. The contractor shall arrange for labour, heating elements, thermocouples, thermo-chalks, temperature recorders, thermocouple attachment units, graphs, sheets insulating materials like asbestos cloth, ceramic beads, asbestos ropes etc. required for heat treatment/ stress-relieving operations. The contractor should take a note of the following,
- Temperature shall be measured by thermocouple and recorded on a continuous printing type recorder. All the recorded graphs for heat treatment works shall be the property of BHEL.
  - All stress relieving equipment will be used after due calibration and submission of test certificate to BHEL. Periodic calibration from Govt. Approved / accredited Test Houses traceable to National / International standards will also be arranged by the contractor for such equipment at his cost.
  - The contractor shall obtain the signature of Engineer or his representative on the strip chart of the recorder prior to the starting of SR operations.
- 42.16** The contractor shall also be equipped for carrying out other NDT like LPI / MPI / Hardness test etc. as required as per welding schedules / drawings within the finally accepted price / rates. Ultrasonic testing, wherever required, will be arranged by BHEL.

Necessary help in conducting the UT shall however be rendered by contractor.

- 42.17** The technical particulars, specification and other general details for radiography work shall be in accordance with ASME, IBR or ISO as specified by BHEL.
- 42.18** The contractor for radiography work shall use iridium-192 as per requirement. The geometric un-sharpness shall not exceed 1.5 mm. The contractor should take adequate safety precautions while carrying out radiography. Contractor at his cost shall arrange necessary safe guards required for radiography (including personnel from BARC).
- 42.19** Low speed high contrasts, fine grain films (D-7 or equivalent) in 10 cm width only be used for weld joint radiography. Film density shall be in between the range of 1.5 to 2.0.
- 42.20** All radiographs shall be free from mechanical, chemical or process marks, to the extent they should not confuse the radiographic image and defect finding. Penetrameter as per ASME or ISO must be used for each exposure.
- 42.21** Lead numbers and letters are to be used (generally 6mm size) for identification of radiographs. Contract number, joint identification, source used, welder's identification and SFD are to be noted down on paper cover of radiograph.
- 42.22** Lead intensifying screens for front and back of the film should be used as per the above-referred ASME specification.
- 42.23** The joint is to be marked with permanent mark A, B, C to identify the segments. For this a low stress stamp shall be used to stamp the pipe on the down streamside of the weld.
- 42.24** For multiple exposures on pipes, an overlap of about 25-mm of film should be provided.
- 42.25** Radiography personnel with sufficient experience and certified by M/s BARC for conducting radiographic tests in accordance with safety rules laid down by Division of Radiological protection only have to be deployed. These personnel should also be registered with DRP / BARC for film badge service.
- 42.26** All arrangements for carrying out radiography work including dark room and air conditioner and other accessories shall be provided by contractor within the space allotted for office at his cost. As an alternative the contractor may deploy an agency having all above facilities and who are duly approved / accredited by BARC and / or other Regulatory authorities. Detailed particulars of such agencies will be submitted and got approved by BHEL Engineer before the actual deployment of agency for radiography work.
- 42.27** The contractor shall have a dark room fully equipped with radiography equipment, film (un-exposed), chemicals and any other dark room accessories.
- 42.28** Contractor shall note that 100% radiography will be done at the initial stages on all the piping welding joints. Subsequently radiographic inspection will be done on the basis of quality of welding. However minimum percentage of joints to be radiographed shall not be less than the requirement of BHEL welding schedule / IBR / Customer's requirements. The percentage may be increased depending upon the quality of joints and at the discretion of BHEL. Radiography on LP piping joints is not envisaged. However other NDT test as called for in the FQP including LPI, MPI and HT will have to be carried out.
- 42.29** All the Radiographs shall be properly preserved and shall become the property of BHEL. They are to be reconciled with the work done, joints radiographed and submitted to BHEL / customer.
- 42.30** Since radioisotopes are being used, all precautions and safety rules as prescribed by BHEL/BARC/ Customer shall be strictly followed. BARC / DRP certificate to be provided before taking up the work.
- 42.31** Radiography of joints shall be so planned after welding, that the same is done either on the same day or next day of the welding to assess the performance of HP welders. If

the performance of welder is unsatisfactory, he is to be replaced immediately.

- 42.32** Wherever radiographs are not accepted, on account of bad shot, joints shall be re-radiographed and re-submitted for evaluation.
- 42.33** However, if the defect persists after first repair, further repair work followed with radiography shall be repeated till the joint is made acceptable. In case the joint is not repairable, the same shall be cut, re-welded and re-radiographed at contractor's cost.
- 42.34** If the contractor does not carry out radiography work due to non-availability of source / film / chemical / operator etc., BHEL will get the work done departmentally or through some other agency at the risk and cost of the contractor.
- 42.35** Heat treatment and radiography may be required to be carried out at any time (day and night) to ensure the continuity of the progress. The contractor shall make all necessary arrangements including labour, supervisors/ Engineer required for the work as per directions of BHEL.
- 42.36** The contractor shall assist BHEL Engineer in preparing complete field welding schedule for all the field welding activities to be carried out in respect of piping and equipment erected by him involving high pressure welding at least 30 days prior to the scheduled start of erection work at site. The contractor shall strictly adhere to such schedules.
- 42.37** Boiler Drum will be dispatched without fixing internals and internals will be sent separately. The contractor has to align and fix the boiler drum on its supports and assist the agency deployed by BHEL to lift the boiler drum by Stand Jack lifting method ( scope of work detailed in the special process in SCC for boiler drum lifting)
- 42.38** All temporary supports shall be removed in such ways that pipe supports are not subjected to any sudden load.

#### **43.0 PROGRESS REPORTING**

- 43.1** Contractor is required to draw mutually agreed monthly erection programs in consultation with BHEL well in advance. Contractor shall ensure achievement of agreed program and shall also timely arrange additional resources considered necessary at no extra cost to BHEL.
- 43.2** Weekly progress review meetings will be held at site during which actual progress during the week vis-à-vis scheduled program shall be discussed for actions to be taken for achieving targets. Contractor shall also present the program for subsequent week. The contractor shall constantly update / revise his work program to meet the overall requirement. All quality problems shall also be discussed during above review meetings. Necessary preventive and corrective action shall be discussed and decided upon in such review meetings and shall be implemented by the contractor in time bound manner so as to eliminate the cause of non-conformities.
- 43.3** The contractor shall submit daily, weekly and monthly progress reports, manpower reports, materials reports, consumables (gases / electrodes) report and other reports as per Performa considered necessary by the Engineer.
- 43.4** The progress report shall indicate the progress achieved against planned, with reasons indicating delays, if any. This should 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 slippage do not accumulate and effect the overall program.
- 43.5** The daily manpower reports shall clearly indicate the manpower deployed, category wise specifying also the activities in which they are engaged.

#### **44.0 DRAWINGS AND DOCUMENTS**

- 44.1** The detailed drawings, specifications available with BHEL engineers will form part of this tender specification. These documents will be made available to the contractor

during execution of work at site. The contractor will also ensure availability of all drawings / documents at work place.

- 44.2 Necessary drawings to carry out the erection work will be furnished to the contractor by BHEL on loan, which shall be returned to BHEL Engineer at site after completion of work. Contractor shall ensure safe storage and quick retrieval of these documents.
- 44.3 The contractor shall maintain a record of all drawings and documents available with him in a register as per format given by BHEL Engineer. Contractor shall ensure use of pertinent drawings / data / documents and removal of obsolete ones from work place and returning to BHEL.
- 44.4 The data furnished in various annexure enclosed with this tender specification are only approximate and for guidance. However, the change in the design and in the quantity may occur as is usual in any such large scale of work.
- 44.5 Should any error or ambiguity be discovered in the specification or information the contractor shall forthwith bring the same to the notice of BHEL before commencement of work. BHEL's interpretation in such cases shall be final and binding on the contractor.
- 44.6 Deviation from design dimensions should not exceed permissible limit. The contractor shall not correct or alter any dimension / details, without specific approval of BHEL.

#### 45.0 TAXES AND DUTIES

- 45.1 **TDS under Income Tax, Sales Tax, VAT etc**, if any, shall be deducted at prevailing rates on gross invoice value from the running bills unless Exemption Certificate from appropriate Authority / Authorities is furnished.

- 45.2 **Price quoted shall be inclusive of all taxes except service tax.** The service tax, as legally leviable & payable by the contractor under the provisions of applicable law/act, shall be paid by BHEL as per contractor's bill. However, contractor shall have to submit proof of service tax deposited by them immediately after the deposit but not later than the next bill submitted after the due date of deposit. The contractor shall furnish proof of Service Tax registration with Central Excise Division covering the services covered under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by contractor on BHEL for this project The contractor shall obtain prior approval of BHEL before billing the service tax amount and should submit proper CENVATABLE invoice as per Service Tax Rules.

With introduction of Cenvat credit rules 2004 which came into force w.e.f. 10.09.2004, excise duty paid on input goods including capital goods used for providing the output service and service tax paid on input service can be taken credit of against the service tax payable on output service. As such, while offering the rates, the contractors may take into account the benefit of above provisions as the cost of input to contractors will be the cost net of excise duty and service tax and adjust their offer price accordingly to make it more competitive.

- 45.3 In VAT applicable States, "Tax Invoice" if required under the relevant State VAT law shall be submitted alongwith other compliances as per concerned VAT Act.
- 45.4 Contractor shall get his organization registered with concerned sales tax/VAT authorities within 15 days of award of this contract, if applicable. The delay on this account and delay in bringing the material shall be to contractor's account and no extension of time shall be allowed on this account. The sales tax/VAT registration for this contractor shall be forwarded to BHEL within 30 days from the date of LOI. In case the contractor is already registered for sales tax/VAT with Govt. Authorities he must quote his registration no, while submitting their tender.
- 45.5 Contractor has to make his own arrangement at his cost for completing the formalities, if required, with Sales Tax/VAT Authorities, for bringing their materials, plants, and equipment at site for the execution of the work, including arrangement of Road permit

as applicable under this contract.

**46.0 EXTRA WORK:**

**46.1** BHEL may consider for payment of extra works on man hour basis @ Rs.30/- (Rupees thirty only) per man hour only for such of those works which:

- A** Require major revamping or rework and which are totally unusual to normal erection work.
- B** Require rectification / modification for improvement in the design during commissioning,
- C** Requiring fresh fabrication of components in place of rejected / replaced components.

**46.2** The rates indicated as above, shall include over time, if any, consumables, supervision, use of tools and tackles and other site expenses and incidentals.

**46.3** The extra works, if any, shall be carried out by a separate gang, which will be identified for certification of man-hours. This gang will not be utilized for any other work during the period that they are engaged in the extra-work. Logbook should be maintained and should be signed jointly by the contractor's representative and BHEL Engineer on day-to-day basis. However, signing of the logbook does not necessarily mean acceptance of the extra works, which would be identified by Engineer, whether work is covered in one of the above categories. Only those works and man-hours that are certified by the BHEL Engineer-in-charge will be considered for payment. The decision of BHEL in this regard shall be final and binding on the contractor.

**47.0 PRICE VARIATION**

**47.1** The finally accepted rates for scope of work as defined in this tender are subjected to price variation provisions as per following formula:

$$P1 = \frac{0.75 \times P0 (F1 - F0)}{F0}$$

P1 = Increase/decrease in billing amount (variation) for the particular month of billing.

P0 = Gross billed amount for the month as per contract provisions.

F1 = All India CPI published by Labour bureau, Simla, Govt. of India, for Industrial workers (Base 2001 =100) applicable for the month under consideration i.e. for which bill has been raised.

F0 = All India CPI published by Labour bureau, Simla, Govt. of India, for Industrial workers (Base 2001 =100) applicable for the month of opening of technical bid.

**47.2** The contractor will be required to raise the bills for price variation payments on a monthly basis irrespective of the facts whether any increase or decrease in CPI. Price variation as per above formula will be calculated and paid / deducted on the total contract value on month-to-month basis from the date of award. BHEL however reserves the rights to freeze variation for that much of duration of delays, from time to time, which are entirely attributable to the contractor. **Average of applicable index of PVC paid shall be taken as index for PVC FOR final 5% amount.**

**47.3** **With the provision of price variation** as per above clauses **NO CLAIM / COMPENSATION** on account of any increase whatsoever, (irrespective of whether escalation are steep/ unanticipated or not compensated by the above escalation

provisions in full towards minimum wages, consumables, coarse / fine aggregates, steel, wood, electrodes, gases or any other item / reason) **will be payable** during the entire period of execution including extended period, if any.

#### 48.0 RATE SCHEDULE

48.1 Contractor shall fully understand equipment description and scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under these specifications shall be covered within the quoted rates.

48.2 The tenderer shall quote the rates as per the rate schedule only, in part II price bid (Original). Conditional price bids or price bids with any deviation / clarification etc. are liable to be rejected. No cutting / erasing / over writing shall be done.

Contractor's total quoted price as per rate schedule will be taken as tentative only. The contractor undertakes to erect / commission actual quantities as per advice of BHEL Engineer and accordingly **the final contract price shall be worked out on the basis of quantities actually erected at site** and payments will also be regulated for the same. The quantities may vary to any extent and no compensation will be payable in variation of quantity. However, in case of over all variation in Contract value (as indicted in LOI), **beyond (minus) 30%, the contractor will be eligible for compensation** as per the following provision:

**“The total executed value shall be raised by 10 % subject to the condition that the total value of work executed plus increase as above shall be limited to 70 % of the awarded contract value”**

Contractors are requested to take above into account while quoting. The contractor confirms that the rate quoted above takes care of such variation during execution stage.

#### 49.0 INSTRUCTIONS TO TENDERER

49.1 Offers received without data / information, required under tender clauses-11.1 to 11.11, is liable to be rejected. All these data / information should be duly supported by documentary evidences (Refer note below clause-11)

49.2 No deviations to the tender conditions will normally be accepted.

49.3 The tenderers are advised to actually visit the site and fully acquaint themselves with site conditions, location of stores, transportation routes, quantum of work etc. before quoting their rates for this work. BHEL shall not be responsible in any way for non-familiarization of the site conditions. Once the tenderer has quoted for the work, it is implied that he has ascertained various site conditions and NO CLAIM whatsoever will be entertained by BHEL on any such account.

49.4 The contractor in the event of this work being awarded to him shall establish a site office at site and keep posted an authorized responsible officer who should hold a valid power of attorney for the purpose of the contract. Any order or instruction of the Engineer or his duly authorized representative communicated to the contractor's representative at site office, will be deemed to have been communicated to the contractor at his legal address.

#### 49.5 LIQUIDATED DAMAGES (LD)

For delay in completion of work attributable to the contractor, the LD shall be applicable at the rate of ½% of the contract value per week of delay or part thereof limited to a ceiling of 10% of the contract value as mentioned under clause no.25.5 of the GCC of the tender.

**49.6 SECURITY DEPOSIT**

The contractor shall submit Security Deposit within 15 days from the date of issue of LOI as per clause no. 16.2 of the General Conditions of Contract (GCC). In case the contractor opts to furnish Bank Guarantee as a part of Security Deposit, the BG shall be issued as per the Performa enclosed as per Annexure- H of the GCC and also that the BG should be issued preferably through any of the Member Banks as listed in GCC;

For BG through any other Nationalized Bank (Not covered in the list of Member Banks of GCC), the discretion of its acceptance shall lie solely with BHEL.

**49.7 INSURANCE**

**49.7.1** Besides provisions under clause no. 29.0 of GCC regarding insurance, the following shall also be applicable. The contractor shall also take care of the same while submitting their offer.

**49.7.2** Insurance for all materials pertaining to the Contractor (T&Ps, Construction Materials etc.) during transit, storage and during construction shall be in his (Contractor's) scope.

**49.7.3** The Contractor shall provide insurance cover to all persons employed/engaged by him throughout the period of Contract, including the extended period, if any.

**49.7.4** In addition to insurance as per Workmen's Compensation Act, Employer's liability and also Group Personnel Insurance for employees are also to be taken by contractor.

**49.8 OTHERS**

**49.8.1** In case of any contradiction between General Conditions of Contract (GCC) and Special Conditions of Contract (SCC), the latter shall prevail.

**49.8.2** The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of pre-qualification evaluation / Techno-commercial bids. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.

**49.8.3** Unsolicited rebate / discount shall not be accepted after bid opening.

**SECTION - III B**

**SPECIAL CONDITIONS OF CONTRACT**

<b>CLAUSE NUMBER</b>	<b>DESCRIPTION</b>
50	SCOPE OF WORK
51	DRUM LIFTING (SPECIAL PROCESS)
52	FACILITIES TO BE PROVIDED BY BHEL / CONTRACTOR
53	TIME SCHEDULE
54	OVER RUN
55	TERMS OF PAYMENT

## SECTION - III B

### SPECIAL CONDITIONS OF CONTRACT

#### 50.0 SCOPE OF WORK

50.1 BHEL has been awarded the work of Design, Manufacture, supply, installation, erection, testing & commissioning of 1 x 500 MW coal based unit # 6, Stage – III at Farakka Super Thermal Project (FSTPS), Distt. Murshidabad, WB. With the commissioning of stage III, the capacity of plant shall become 2130 MW.

The scope of these specifications for the contract covers the erection of main Boiler's structure material from foundation level to the level of Boiler drum including ceiling girders , erection of Boiler Drum and ESP structure. The Boiler drum lifting shall be done by BHEL through its other agency. The contractor has to assist for the process as per the scope defined in the tender. Painting is excluded from the scope. The scope is not limited to above but covers mainly following:

- Taking delivery of the boiler materials from the project storage yard / stores / sheds/ from vehicles / rails, to erection site
- The preservation, safe keeping, watch and ward of all the materials received for ETC.
- The Boiler drum is to be unloaded from trailers at site / wagons at railway siding by the contractor and dragged / shifted under the boiler structures and positioned on ground before lifting / erection by using BHEL Cranes and his T & P and his sleepers and jacks etc.
- Checking, dressing, chipping and leveling of foundations.
- Pre-assembly, erection, alignment, welding and NDT of various structure items specified in the specifications, machining and grouting etc.
- Carrying out of Special processes as per clause 51.0
- Welding, heat treatment, radiography, UT and other non-destructive tests wherever required
- Resolving any deficiencies observed and handing over of structure and equipments of this specification for 1 x 500 MW Boiler Unit No. 6 of Farakka Super Thermal Power Project (FSTPP).

50.2 The PG wise break up of boiler structure is tentative as indicated under Annexure-I. Certain PGs have been indicated under the Packages to have faster systems readiness. In case of dispute regarding the tonnage indicated, the decision of the BHEL Engineer with respect to scope, and keeping the work suitability, quality and time schedule will be final and binding on the contractor.

Under this specification the contractor shall do mainly the structural erection, welding, non-destructive testing and heat treatment as per quality requirements for the main

boiler.

- 50.3** **Approx. weight to be erected for the Boiler structure, ESP structure and its drum shall be 5500MT** (including 218 MT of boiler drum as indicated in Annexure-I). The contractor is required to erect actual tonnage (irrespective of any variation plus or minus) which may be necessary to complete their work in all respects as detailed in tender specifications, for which payments shall be released on finally accepted tonnage rates. The contractor undertakes to erect actual quantities as per advice of BHEL Engineer and accordingly the final contract price shall be worked out on the basis of quantities actually erected at site and payments will also be regulated for the same. **However, in case of overall reduction in contract value beyond 30%, the contractor will be eligible for compensation as per clause no. 48.2 given above.**

Contractors shall take above into account while quoting the unit rates quoted as per Rate Schedule so as to take care of such variation during execution stage

- 50.4** The contractor under this contract shall also **provide free of cost services** of skilled persons for a total period of **24 Man-months** exclusively for use by BHEL. This manpower will be required for following services

- Clerks / Skilled workers for working in store, office and colony. (10 man-months )
- Unskilled workers for working in store, office and colony. (14 man-months)

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.

***In case contractor fails to provide above-mentioned man-power as desired by BHEL, the latter shall have right to hire such services from other agencies at the risk and cost of the contractor. 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 Farakka for the workers categories stated above plus 10% will be made from the final bill of the contractor.***

- 50.5** The scope of work will also include providing **free of cost services of qualified & Engineers** for direct supervision of various works covered under this tender specification or other than the scope covered under this tender as decided by BHEL. These qualified engineers shall be provided for **12 (Twelve) man-months** as per site conditions. The supervisors shall possess a minimum qualification of a mechanical / electrical engineering degree/ diploma. They shall be deployed in all areas covered under various specifications as well as other related areas as may be deemed essential based upon work requirements, though not specified. They shall be guided by BHEL Engineers to ensure smooth work progress as and when /where required /deployed. No separate payment shall be paid for providing the services as per this clause. The contractor shall provide these free of cost services within the quoted rates as per Rate Schedule.

***In case contractor fails to provide above-mentioned man-power as desired by BHEL, the latter shall have right to hire such services from other agencies at the risk and cost of the contractor. However, if BHEL does not utilize the man-months***

*as per above provision, fully or partly, recovery at the rate of Rs. 10,000/- against each engineer's man-months will be made from the final bill of the contractor.*

**50.6** The customer M/s. NTPC and / or their Consultant 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, without any cost implications to the 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.

**50.7** The contractor will be responsible for **Health, Safety & Environment management at site** for the construction activities to be carried out by them in accordance with requirements given under section I (a) of GCC.

Some of the common safety rules to be followed during working are as follows: -

- No outsider is allowed to enter construction area without permission.
- No body is allowed to enter at construction site without Safety Shoe.
- Never enter work area without Safety helmet & chin strap in place.
- No climbing/working allowed without proper safety belt above 2 m. height.
- Do not exceed the speed limit 25 Kmph within premises.
- No debris obstacles allowed on the roads & passages.
- All accidents/incidents to be reported to site Incharge.
- Do not walk on pipelines or false ceiling.
- Maintain good Housekeeping at work site.
- No photography/ Video-graphy allowed without permission
- Risk factor in construction is approximately 3 times the manufacturing sector.
- 85% of the workforce is drawn from rural background. They lack technical perspective & relevant industrial common sense. Safety awareness to be developed among these workers employed by Sub-contractors.
- Infrastructure to be developed for carrying out jobs properly in a safe manner.
- All Site supervisors & engineers (including subcontractor's) must be imparted structured training on construction safety before start of the job & record to be maintained.
- Availability of qualified & trained Site Engineer at site during all working hours.
- Site Safety training to be imparted to all workers & plan to be made to cover every worker.
- Tools box talk (5-15 minutes) by supervisor prior to commencement of any job.
- All accident / incidents (Near Miss) to be reported & investigated.(formats & procedure should be finalized)
- Daily Safety Checking by Each Site Engineer along with Safety engineer.
- Weekly co-ordination meeting of all Safety engineers with BHEL safety officer.
- Monthly safety meeting with Site In-charges.
- Reports: Weekly/monthly/annual SHE report format should be finalized.
- All Safety equipment must be ISI marked & checked by Safety officer before use.
- Tag system for erection & use of scaffoldings.
- Bamboo/wooden Scaffolding material not allowed.
- LPG cylinders not allowed for gas cutting.
- Good House keeping. Separate waste bins to be used for flammable & non-flammable material.

- Safety awareness programs for workers by display of boards, posters, competitions, talks etc.
- Deployment of Safety Supervisors for every 250 workers and part there of at work site.
- Display of List of First Aid trained persons.
- Testing certificates for lifting tools & tackle.
- Provision & maintenance of fire extinguishers at construction site & material stores.
- Display of emergency telephone numbers at various locations.
- For work in confined space use 24 V lamp fitting & use tools with air motors or electric tools with max. 24 V.
- For confined space entry Gas test must be done before & at regular intervals.
- Checking & tag of equipment like grinding machine, welding machine, gas cutting set etc. by supervisors before use.

**Further, the contractor is required to provide proper Safety Net System wherever the hazard of fall from height is present as per instructions of BHEL Engineer at site. The safety net shall be fire resistant, duly tested and shall be of ISI mark and the nets shall be located as per site requirement to arrest or to reduce the consequences of a possible fall of persons working at different heights.**

#### 50.8

Contractor shall make necessary arrangements to ensure that the atmosphere in working area (under the scope of work in this tender) and on roads is free from particulate matter like dust, sand etc. by keeping the top surface wet for ease in breathing. Provision of required tanker with spraying arrangement has to be ensured by contractor within the quoted rates, at no extra cost to BHEL

Contractor shall ensure following:

1. Contractor has to maintain contact with local hospital having scanning & other ultra modern medical facilities required during emergency including Ambulance.
2. Contractor has to ensure pre employment medical check for all staff & workers.
3. Contractor has to ensure that adequate First Aid facilities with trained nurse & ambulance are available at work site for emergency purpose. This emergency set-up should include, but not limited to, following
  - Male nurse (in shifts)
  - Oxygen set up
  - Breathing apparatus
  - Eye wash facility
  - Stretcher
  - Trauma blanket
  - Medicines.

**Contractor may also avail the hospital facilities available at the plant maintained by NTPC on their prevailing terms and conditions.**

#### 50.9

**The contractor shall comply with following towards Social Accountability;**

- (a) The contractor shall not employ any employee less than 15 years of age in pursuant to ILO convention. If any child labour were found to have been engaged , the Contractor shall be levied with expenses of bearing his education expenditure which will include stipend to substantiate appropriate education or employ any other member of family enabling to bear the child education expenditure.
- (b) The contractor shall not engage Forced/Bonded Labour and shall abide by abolition of Bonded Labour System(Abolition) Act, 1976.
- (c) The contractor shall maintain Health & safety requirement as stipulated in the Contract and Contract Labour( Regulation & Abolition) Act,1970.
- (d) The Contractor shall abide by UN convention w.r.t Human Rights and shall be liable for Discrimination/Corporal punishment for failure in meeting with relevant requirements.
- (e) The Contractor shall abide the requirement of Contract Labour(Regulation & Abolition) Act,1970 for working hours.
- (f) The Contractor shall abide by the Statutory requirement of Minimum Wages Act 1948, payment of Wages Act 1936.
- (g) **The Contractor shall arrange potable drinking water to its employees & workers.**

**50.10 Contractor shall make necessary arrangements to ensure following:**

- 1. Contractor shall ensure deployment of qualified level-2 Engineer for NDT services at site.**
- 2. Contractor shall ensure deployment of Qualified & Experienced Safety Engineer / Officer at site.**
3. Contractor shall ensure that all the **T & Ps deployed** by them, including cranes, (Indicative lists of **T&Ps and IMTEs** to be arranged by the contractor are given as per Annexure-III.) **are regularly certified by approved testing agency & the relevant certificates to this effect are to be given to BHEL for records.**

It may be noted that **non-compliance to the above three conditions** will result in **penal action** as may be decided by the competent authority of BHEL.

The Contractor shall be fully responsible for accidents caused due to him or his agents or workmen's negligence or carelessness in regard to the observance of the safety requirements and shall be liable to pay compensation for injuries. It may be noted that non-compliance to HSE requirements will result in penal action. **In case of violations of safety requirements, the Contractor shall be liable for a penalty of Rs. 200/- for the first violation and Rs. 500/- for the subsequent violations. For serious lapses, as decided by BHEL Engineer, fines upto Rs. 5000/- at a time can be imposed.**

The amount towards penalties as above will be deducted from running bills of the Contractor. The amount so collected above will be utilized for supporting the safety activities at site. The decision of BHEL on above will be final and binding on the Contractor.

**51.0 BOILER DRUM LIFTING (SPECIAL PROCESS)**

- 51.1 Unloading and Transportation of boiler drum from the point of delivery to the boiler cavity at erectable location is in contractor's scope.** Boiler drum (weighing approximately 214 MT without internals) may come by wagon on rails upto Railway siding of NTPC-Farakka / Trailer inside the power plant as close as possible to site/ approximately 0.8 to 1 KM near to boiler.
- 51.2** The cranes indicated in Annexure-II, may be provided for the Boiler drum unloading and shifting from transport vehicle or from railway siding to boiler area as per the discretion of Construction Manager, BHEL at Farakka site. The contractor shall use his man power and other resources for the boiler drum unloading / shifting /positioning process including fuel, operation as laid in the Clauses for T & P indicated elsewhere in the tender specification applicable to this contract, without any extra cost to BHEL.
- 51.3** The contractor may be required to use his resources to unload, handle, shift the boiler drum under the boiler cavity for erection from the railway siding or from the vehicle **by making all arrangements himself without using BHEL cranes.** The contractor may require arrangement of heavy-duty trailer / dip trolley system for short duration for transporting boiler drum from the railway unloading point to the nearest point of the unit and if required he may have to fabricate the saddle for dragging of drum to the boiler cavity. The rails and sleepers required for shifting & dragging of the boiler drum shall be arranged by the contractor. **For such arrangements, if required to be made by the contractor, he shall be paid as per the item no 2 of Rate schedule of the tender.**
- 51.4 The Boiler drum lifting is to be done by Strand Jack Arrangement.** BHEL shall provide this arrangement with required manpower for the equipment assembly, installation and smooth operation of the same to lift the Boiler drum **through other service provider.**
- 51.5 All preparatory works required for boiler drum lifting are under the scope of this contract.**
- 51.6** The contractor has to provide necessary support by using BHEL' s and his own available **cranes** including operation and maintenance with **consumables and T & P** with all necessary **manpower** for the handling, positioning, assembly, erection & dismantling and loading of the strand jack equipments and its accessories arranged by BHEL through other sources for the boiler drum lifting work.
- 51.7** Arrangement of required platforms, scaffoldings and jacking supports, temporary lighting at site and electric power point of 220/ 415 V supply for the entire operation of boiler drum lifting with the strand jack mechanism shall be in the scope of this contract. The contractor has to make all infrastructures for the utilization of construction power for the strand jack mechanism. **To assist by providing required T & P like welding machine, grinding m/c, gas-cutting torches etc free of charge to the other agency deployed by BHEL with strand jack arrangement, during the entire activity,** if required.
- 51.8** Boiler drum is to be shifted, dragged, positioned & aligned below the strand jack lifting arrangement prior to lifting process as well as the alignment of boiler drum during erection is under the scope of this contract.
- 51.9** The contractor at site will fabricate and install the required drum-lifting structures for the strand jack mechanism. Fabrication, lifting, positioning, & welding of cathead structure is under the scope of this contract. The contractor at his cost shall arrange necessary

consumable required for this work. The contractor, at his own cost, shall carry out fabrication, erection and complete installation of drum lifting structure. After completion of drum erection and alignment, the contractor shall dismantle the drum lifting arrangements. Required T&P and temporary structure given to contractor for drum lifting shall be returned to BHEL stores in good condition and to the satisfaction of the Engineer. No payment shall be made for erection and dismantling of temporary bracing.

- 51.10** Drum lifting shall be allowed after completion of main structural work and all the bracing including the bracing for all the columns and horizontal boiler level platforms. **Contractor shall carry out the lifting and positioning, fixing and tightening of 'U'- rod supports for boiler drum.**

**Boiler drum alignment is under the scope of contractor.**

- 51.11** HSFG Bolts are to be tightened by calibrated torque wrench as per the instructions of the Engineer. These should be check tightened / re-tightened by torque wrenches before guider lifting / as instructed by the Engineer.

## **52.0 FACILITIES TO BE PROVIDED BY BHEL/ CONTRACTOR**

- 52.1** BHEL / NTPC shall provide adequate open space for temporary storage / fabrication, free of cost to contractor within the plant boundary. It is the responsibility of the contractor to construct their office sheds, provide all utilities, dismantle, level and clear the site after completion of work or as and when required, as a part of his scope of work.

- 52.2** BHEL/ NTPC will provide **land for construction of labour colony** on free of charge. Further development of the land, establishing the colony, with arrangements of lighting, drinking water, sanitation etc. is in contractor's scope. The **electricity for labour colony** will be on chargeable basis at the prevailing rate of the client. Electrical source will be provided at a single point from where contractor shall make arrangement for drawl and further distribution conforming to the requirements. **For drinking water** for labour colony the contractor has to make his own arrangement including digging of bore-well if required at his own cost. The contractor may also use free drinking water from the terminal point available inside the plant for his labour colony by laying all necessary piping network for distribution of the same at his own cost. The contractor has to make his own arrangement for transportation of his workmen and other employees. BHEL / NTPC shall not provide any facility in this regard.

The Contractor shall be responsible for providing all necessary facilities like residential accommodation, transport, electricity, water, medical facilities etc. at his own cost as required under various labour laws and statutory rules and regulations framed there under to the personnel employed by him.

- 52.3** **Water for Construction and drinking** shall be provided at one point inside the plant premises on free of charge. The contractor has to make his own arrangements of further distribution required for the supply of construction water as well as potable water for labour and other personnel at work site from this terminal point. All arrangements for further distribution have to be made by the contractor.

- 52.4** Electricity source (415/ 440 V) for utilizing **construction power** will be provided free of charge at a single point (approximately 700-750 Mtr near to the construction site of boiler) from where contractor shall make arrangement for drawl of power including power cable, suitable power distribution boards and further distribution conforming to the standards and requirements including maintenance of the distribution lines at his own cost to use construction power. The contractor shall submit to the Engineer his electrical power requirements.

Any other voltage if required shall be arranged by the contractor from power supply as above. All wiring must comply with local regulations and will be subject to Engineer's inspection and approval before connecting supply. Contractor will have to provide necessary calibrated meters (tamper proof, suitably housed in a weather proof box with lock & key arrangement) at each point of power supply along with calibration certificate from authorised / accredited agency for working out the power consumption at his own cost. In case of re-calibration 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.

**NOTE:**

- They will however ensure that there is no wastage. Periodical audits will be held to ensure that these resources are being optimally used. For this the contractor has to provide an energy meter at his end.
- In case any wastage is observed BHEL reserves the right to recover any charges / penalty as deemed fit.
- Contractor will have to provide proper insulated cables for power distribution and joints, if any, will be done with proper jointing kits.

- 52.5** Required energy meter, all cables, fuses, power distribution boards, switches, switchboards, bus bars, earthing arrangements, protection devices e.g. ELCB, if any, and any other installation as specified by statutory authority, client in this regard, for drawl of construction power shall be arranged by the contractor. Obtaining approvals, payment of necessary fees, duties etc towards the clearance of such installations, prior to these being put to use or as may be specified, shall be the responsibility of the contractor.

Electricity for construction power and light will be provided by NTPC near boiler, ESP and A/B row. Contractor shall arrange further distribution of water for construction purposes.

- 52.6** NTPC shall provide and maintain all station illumination at site. Till such time such arrangements are made, the contractor at his cost should arrange for temporary lighting in and around his work area. However adequate lighting facilities such as flood lamps, hand lamps and area lighting shall be arranged by the contractor at the site of construction, contractor's material storage area etc. within finally accepted rates.

- 52.7** BHEL will not be responsible for any loss or damage to the contractor's equipment as a

result of variation in voltage or frequency or interruptions in power supply. The contractor should ensure that the works in critical areas are not held up in the event of power breakdown and for the same he should have suitable standby arrangement at his cost. 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.

- 52.8** Provision of distribution lines of both electrical power and water from the central points to the required place with proper distribution boards observing the safety rules laid down by the electrical authorities of the state shall be done by the contractor, supplying all the materials like cables, distribution board, switch boards, TPN, CBS, ELCBS/ MCCBS/ Copper / Brass clamps, copper conductor, change over switches pipes and calibrated energy meter etc. If any failure is caused in supply of the power and water, it is the responsibility of the contractor to make alternate arrangements at his own cost. Contractor shall be adequately equipped to arrange standby diesel welding generators in the event of construction power failure. Essential welding jobs shall not be stopped on account of main construction power failure. The contractor shall adjust his working shifts / hours accordingly and deploy additional manpower if necessary so as to achieve the targets.
- 52.9** The contractor while drawing construction power supply from Distribution Board should strictly adhere to following points.
- a) All electrical installations should be as per Indian Electricity rules.
  - b) All distribution Boards installed by the contractor should be constructed with fireproof materials viz. Steel frames, Bakelite sheets etc.
  - c) Connection for single phase should be taken from phase and neutral. Nowhere the connection should be taken with earth as neutral.
  - d) Contractors have to make their own arrangement for their equipment/ DB earthing
  - e) All electrical connections should be made through connectors, nuts and bolts, switches, plug and sockets. Loose connections or hooking up of wires shall not be permitted.
  - f) All electrical equipment / tools and plants should be properly earthed. DBs to be earthed diagonally opposite at two points.
  - g) Contractor should use "MCCB" and "ELCB" either on incoming or outgoing connections to the DBs.
  - h) Contractor should ensure that all the CBs / TPNs/ Fuses/ MCCB / ELCB cables etc. should be of adequate rating/ capacity.

For permission of supply connections contractor has to submit a test report of their installations with a single line diagram of connected/ proposed loads.

- 52.10** ELCB will be tested once in a week or as directed by BHEL by actually simulating the earth leakage for all installations and the same shall be recorded in the logbook to be maintained by the contractor.

- 52.11** In case of power cuts / load shedding no compensation for idle labour or extension of time for completion of work will be given to contractor. BHEL shall not be responsible for any inconvenience or delay caused due to any interruption of power supply 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.

**52.12** NTPC may provide a suitable platform with proper lighting arrangement so that erection activities can be carried out through out the day and night however adequate lighting facilities such as floodlights, hand lamps and area lighting shall be arranged by the contractor at the site of construction, contractor's material storage area etc as well in labour colony.

**52.13** On completion of work or as and when required by BHEL, all the temporary buildings, structures, pipe lines, cables etc shall be dismantled and leveled and debris shall be removed, as per instructions of BHEL, by the contractor at his cost. In the event of his failure to do so, the Engineer will get it done and expenses incurred shall be recovered from the contractor along with prevailing overheads. The decision of BHEL Engineer in this regard shall be final.

**52.14** In case of non-availability of customer supplied power and / or water, it is the responsibility of the contractor to make alternative arrangements. Contractor shall be adequately equipped to arrange standby diesel welding generators in the event of construction power failure. Essential welding jobs shall not be stopped on account of main construction power failure.

### **53.0 TIME SCHEDULE**

**53.1** The contractor is required **to commence the work within 15 days from the date of issue of letter of intent** unless BHEL decides to fix any other later date.

**53.2** Entire scope of work of erection, testing, commissioning etc. as detailed in tender specification **shall be completed within 7 months** from the scheduled date of start of work as per the programs / milestones indicated by BHEL from time to time. Contractor has to mobilise adequate resources to meet BHEL's commitments to their customer as indicated from time to time. **In case due to reasons not attributable to the contractor, the work gets delayed and additional manpower / resources have to be mobilized so as to expedite the work to meet various milestones, same shall be done within the quoted rates as per Rate Schedule, at no extra cost to BHEL. In the event the contractor fails to respond to these requirements, BHEL shall take appropriate actions to meet customer's commitments in line with the provisions of General Conditions of Contract.**

**53.3** The various mile stone dates to be achieved, for **BOILER # 6**, as per the current status of contract are as below:

MILE STONES	MONTH
• <b>Start of Erection issue of LOI</b>	<b>within 15 days from</b>
• <b>Erection of structure up to ceiling girders</b>	<b>4<sup>th</sup> Month</b>
• <b>Erection , welding, heat treatment &amp; NDT of ceiling girders</b>	<b>5<sup>th</sup> Month</b>
• <b>Drum lifting</b>	<b>6<sup>th</sup> Month</b>
• <b>Completion of Erection of ESP structure as per scope</b>	<b>7<sup>th</sup> Month</b>
• <b>Alignment of Boiler drum and completion of entire scope of work</b>	<b>7<sup>th</sup> Month</b>

Note: Irrespective of start of work, the contractor has to organize his work and arrange all resources in consultation with BHEL to achieve above milestones or any other milestones to meet customer requirements.

**53.4** The work under the scope of this contract is deemed to be completed in all respects, only when the contractor has discharged all the responsibilities laid down in the contract. The decision of BHEL on completion date shall be final and binding on the contractor.

**54.0 OVER RUN**

**54.1** In case due to reasons not attributable to the contractor, the work gets delayed and the scheduled completion gets extended, the contractor shall not be entitled for any over run compensation for a period of first **1 (One) month** after the contractual completion date. In case the scheduled completion time gets **extended beyond 1 (One) month** as stated above, the contractor shall be considered for payment of fixed over run charges, **@ Rs.40,000/- per month (Rupees Forty Thousand only)** for entire scope of work on receipt of advance notice intending to claim over run and on fulfillment of following conditions:-

- (a) The reasons for delay in completion of work are not attributable to contractor but however subject to the provisions of clause – 31.
- (b) Contractor achieves the targets fixed during the over run period.

**However, the over run charges shall be limited to 10% of the contract value.**

**54.2** Once the claim of over run charges is admitted no other compensation whatsoever (like for delays in receipt of materials, availability of fronts etc.) will be entertained.

**54.3** The contractor shall maintain sufficient workforce (both skilled and unskilled) and other resources required for completion of the job expeditiously for the entire contractual period including total extended period.

**55.0 TERMS OF PAYMENT**

**55.1** The 'Engineer' will certify regarding the actual work executed in the measurement books and bills, which shall be accepted by the contractor in measurement book.

**55.2** Contractor shall submit bills for the work completed under the specification, once in a month detailing work done during the month. The format for billing shall be approved by BHEL before raising invoices.

**55.3** Subject to any deduction that BHEL may be authorised to make under the contract, the contractor on the certificate of the Engineer at site be entitled for payment as explained hereunder.

**I A. PROGRESSIVE PAYMENT ON PRO-RATA BASIS**

**I-AA** **1.0% of the awarded contract value (CV)** on start of pre assembly work by deploying one number of 12/ 16 MT crane and one number 20/30 MT Trailer in working condition at site.

**I-AB** **0.5 % of the awarded contract value** on start of erection work of Main Boiler column after checking its trueness on certification by BHEL Engineer.

**I.B An amount limited to 1.5% of the awarded contract value shall be payable in one or more installments**, solely at the discretion of Construction Manager/ BHEL at different stages of the contract execution to facilitate resource augmentation or to meet any exigency of work. In case of its non utilization 'OR' its part utilization, the entire/balance payment against this category shall be released along with completion of boiler structural work scope.

**I.C PROGRESSIVE PAYMENT ON PRO-RATA BASIS**

**(85% of unit rates)**

**1** 15% of the applicable contract unit rate on pro-rata basis on completion of pre assembly wherever required and 20% of the applicable contract unit rate on pro-rata basis on placement in position and rough alignment.

OR

35% of the applicable contract unit rate on pro-rata basis on placement in position and rough alignment for the items where pre-assembly is not involved.

**2** 50% of the applicable contract unit rate on pro-rata basis on completion of final alignment / fastening / welding / grouting along with proper supports including radiography / NDT / stress relieving wherever involved.

**NOTE: BHEL site in charge, at his discretion can split / re-group above payment schedule, to facilitate site operations.**

**II MILESTONE PAYMENTS (7% of CV)**

**1** 1.0 % of CV on completion of first tier of the permissible structure of boiler.

**2** 1.0 % of CV on completion of third tier of the permissible structure of boiler.

**3** 1.0 % of CV on completion of fifth tier of the permissible structure of boiler.

**4** 1.0 % of CV on completion of structure at top most tier of the boiler

**5** 1.0 % of CV on completion of ceiling girders, welding, heat treatment & NDT

**6** 1.0 % of CV on completion on placement of boiler drum for lifting

**7** 1.0 % of CV on completion of alignment and fixing of boiler drum

**III 2.5 % of contract value will be payable on handing over of the boiler structure under the scope of this contract to BHEL and on certification by BHEL Engineer for satisfactory completion of work.**

**IV The balance 2.5 % CV shall be payable on completion of all pending work, rework wherever required, area cleaning, reconciliation of materials, fulfillment of contractual obligations, and on submission and passing of Final Bill.**

NOTE: Payments at III & IV shall be released after adjustment of the CV based on actual work carried out.

## Annexure – I

**1 X 500 MW FARAKKA STPS UNIT # 6**  
**(STRUCTURAL WORK FOR BOILER, ESP & BOILER DRUM ETC.)**

**TANTATIVE WEIGHT SCHEDULE**

**Product Group (PG) Wise tentative Weights For Structural work of BOILER**

PRODUCT GROUP (PG)	DESCRIPTION OF PG	TENTATIVE WEIGHT (MT)
04	BOILER DRUM	230
35	MAIN BOILER STRUCTURES (DETAILED BELOW)	4600
36	BOILER MAIN FLOORS, STAIRS & LADDERS ETC.	270
38	INTERCONNECTING STRUCTURES & PLATFORMS	
79	ESP STRUCTURE	500
	<b>SUB TOTAL</b>	<b>5500</b>

PG	MA	DESCRIPTION	WEIGHT (KG)	STAGE
04	126	Boiler Drum	214254	DL
04	146	Drum Sspn Id 6	15276	DL
35	111	Main Columns Left 1s	329331	DL
35	112	Main Columns Lert 2n	360841	DL
35	121	Maincolumns Right 1s	329331	DL
35	122	Main Columns Right 2	333746	DL
35	130	Main Columns Middle	357357	DL
35	140	Auxiliary Columns-Le	292913	DL
35	150	Auxiliary Columns-Ri	292913	DL
35	190	Girder Pin Connectio	14858	DL
35	211	Ceiling Structuremai	225857	DL
35	212	Ceiling Structuremai	219093	DL
35	213	Ceil Struct -Cross W	173649	DL
35	214	Ceil Struct -Cross W	73164	DL
35	221	Ceiling Structure Ro	48677	DL
35	222	Ceiling Structure Ro	41587	DL
35	231	Ceiling Structure Ho	11941	DL
35	232	Ceiling Structure Ho	24732	DL
35	311	Horizontal Bracing I	25847	DL
35	312	Horiz Bracing li Pas	18674	DL
35	321	Horiz Bracing I Pass	22833	DL
35	322	Horiz Bracing li Pas	35853	DL
35	331	Horiz Bracing I Pass	14630	DL

35	332	Horiz Bracing li Pas	13205	DL
35	341	Horiz Bracing I Pass	19584	DL
35	342	Horiz Bracing li Pas	19805	DL
35	351	Horiz Bracing I Pass	19304	DL
35	352	Horiz Bracing li Pas	15126	DL
35	361	Horiz Bracing I Pass	20491	DL
35	362	Horiz Bracing li Pas	17934	DL
35	381	Land Platform Lower	49156	DL
35	382	Land Platform Middle	38585	DL
35	383	Land Platform Upper	31018	DL
35	390	Platform At Drum Flo	67608	DL
35	441	Horizontal Beams-Low	126475	DL
35	442	Horizontal Beams Mid	79414	DL
35	443	Horizontal Beams-Upp	56532	DL
35	451	Horizontal Beams - L	102968	DL
35	452	Horizontal Beams - M	57732	DL
35	453	Horizontal Beams - U	39856	DL
35	511	Front Bracing-Lower	48042	DL
35	512	Front Bracing Middle	41097	DL
35	513	Front Bracing-Upper	27496	DL
35	521	Side Bracing-Lower	114406	DL
35	522	Side Bracing Middle	86016	DL
35	523	Side Bracing-Upper	59825	DL
35	531	Rear Bracing-Lower	131238	DL
35	532	Rear Bracing- Middle	69235	DL
35	533	Rear Bracing-Upper	80573	DL
35	700	Hsfg Fasteners For P	25797	DL
35	811	Floor Grills And Gua	268307	DL
35	821	Stairs Lower	10813	DL
35	822	Stairs - Middle	8769	DL
35	823	Stairs Upper	5735	DL
35	851	Hand Rails And Posts	22593	DL
79	181	ESP Columns, bracings etc	500000	

**NOTES:**

1. Above details are only to give a general idea to the contractor to quote the rates in the Rate schedule. Besides PGs indicated above, there is likelihood of addition/ deletion of PGs for Boiler. Contractor is required to carryout such PGs also within their applicable tonnage rate. The decision of BHEL regarding deletion of existing PG or inclusion of new / additional PG in boiler will be final & binding on the contractor. No extra claim shall be entertained on this account. Besides product groups indicated herein, there is likelihood of addition of new product groups by BHEL's unit for release of some items, integral to this work. Tenderers' quoted unit rates shall be applicable for such product groups also.
2. BHEL's decision with regard to classification of a particular product group is binding on the contractor.
3. The weights indicated in above schedule are approximate only and are liable to variations and alternations.

**Annexure-II**

- **LIST OF T&Ps & IMTEs BEING PROVIDED BY BHEL FOR USE OF CONTRACTOR FREE OF HIRE CHARGES ON SHARING BASIS.**

SL NO	EQUIPMENT	QUANTITY	REMARKS
1	Crawler Crane with operator 400 MT	01 no.	To be provided for upper tiers and ceiling girder only
2	Crawler Crane with operator 200 MT	01 no.	
3	Crawler Crane 75 MT	02 nos.	
4	Crane 14 MT/ 20 MT	01 no.	
5	Strand Jack Lifting Arrangement (only for Boiler drum lifting operation)	01 set	By BHEL agency
6	Construction Elevator	01 no.	

**NOTE:**

- Any other special T&P and IMTE's if supplied by the manufacturer will also be provided to the contractor free of hire charges as and when made available for work. Special tools and tackles are to be used only for the purpose for which these are meant and to be returned in good condition.
- The T & P listed above shall be provided by BHEL and remaining required T & P shall be under the scope of contractor to execute the awarded scope of work.
- Contractor has to facilitate the boiler drum lifting as per SCC CI no.51. The Boiler drum unloading and shifting to the boiler shall be done by the contractor as per specification.
- Other terms and conditions regarding above items shall be as per Clause No.37 (T&P/IMTE's).

## ANNEXURE-III

- **INDICATIVE LIST OF MAJOR T&P AND IMTE'S TO BE PROVIDED BY CONTRACTOR FOR EXECUTION OF TENDERED WORKS FOR MOST DURATION OF THE CONTRACT UNLESS OTHERWISE SPECIFIED.**

SL NO	EQUIPMENT	QUANTITY
1	Hydra Crane 12 / 16 MT	1 no.
2	Trailer with pulling unit 20 / 30 MT	2 nos.
3	Low Bed Trailer 50 MT	As per requirement
4	Electric Winch 2/3/5 MT or higher capacity	Minimum 6nos./ As per requirement
5	Heat treatment and Stress relieving sets	As per requirement
6	Welding sets with accessories and ovens for welding electrodes backing and holding	Min. 30 nos. or As per requirement
7	3 phase distribution boards with complete set up for use of construction power including power cabling. – 400/ 1000 Amps	Min 02 sets or as per requirement
8	Radiography arrangement including source and DP testing arrangement	As per requirement
9	Calibrated pneumatic Torque wrench	02 nos. or As per requirement
10	Theodolite	01 no.
11	Bolt tension caliberator	01 no. or as per requirement

**NOTE:**

1. The above list specifies only major T&P & IMTE's (may not be complete) to be deployed by the contractor as per the work requirement. All additional IMTE's / other tools and plants including suitable capacity D shackles, slings, rails sleepers hydraulic / mechanical jacks, pipe clamps for erection etc which are required for satisfactory & timely completion of work shall also be deployed by the contractor within finally accepted rate / price.
2. In case contractor fails to provide above-mentioned minimum Tools and plant / equipments as mentioned above under the scope of contractor, the latter shall have right to hire such services from other agencies at the risk and cost of the contractor as per the works requirement, on the sole discretion of construction manager.
3. Sleepers, rails, jacks, winches etc required for unloading of heavy consignment such as Boiler drum etc are also to be arranged by contractor at his own cost. However in such cases BHEL may extend limited assistance by way of issuing such T & P that may be available in their stores, free of hire charges. These will have to be returned after use. Any damages / losses / to these will have to be born by the contractor and cost / repair charges plus applicable overheads recoverable from him. No claim whatsoever will be entertained on non-availability of these items.
4. Other terms and conditions regarding above items shall be as per clause no 37 (Tools & Plants/IMTE).

**ANNEXURE-IV**

**CERTIFICATE OF DECLARATION FOR CONFIRMING THE KNOWLEDGE OF SITE CONDITIONS**

We,.....  
..... Hereby declare and confirm that we have visited the project site under the subject namely, .....and acquired full knowledge and information about the **site conditions, wage structure, Industrial climate and total work involved**. We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site condition.

Tenderers Name and Address

Place: (Signature of the Tenderer with stamp)

Date:

**ANNEXURE-V**

**NON DISCLOSURE AGREEMENT  
Memorandum of Understanding**

BHEL PSNR is committed to Information Security Management System as per Information Security Policy.

M/s....., providing.....service to BHEL PSNR, Noida hereby undertake to comply with the following in line with Information Security Policy of BHEL PSNR;

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PSNR.

( )  
M/s. BHEL, PSNR

( )  
M/s.....

**ANNEXURE-VI****GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)**

Against this NIT for the subject work, **tender may be processed through Reverse Auction mode i.e., ON LINE BIDDING ON INTERNET. The General Terms and Conditions of the RA shall be as follows;**

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
3. BHEL will inform to the vendor in writing, in case of reverse auction along with the details of Service Provider to enable them to contact & get trained.
4. **'Business rules'** like event date, time, Start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
5. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to Participate in the event.
6. BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Contract Value (Tentative) Based on Rate Schedule/BOQ".
7. Reverse auction will be conducted on scheduled date & time.
8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
10. During Reverse Auction, if no bid is received within the specified time, BHEL at its discretion, may decide to revise opening price/scrap the reverse auction process/proceed with conventional mode of tendering.
11. **Sealed bid Reverse Auction:** The opening bid (In the initial auction) of the bidders shall be same as that quoted in their Final Sealed price submitted to BHEL. **The bidders shall confirm in writing to BHEL that their opening bid (In both cases) shall be same as that quoted in their final sealed price bids submitted to BHEL against this NIT along with Technical Bid (Part-I).**
12. BHEL reserves the right to cancel Reverse Auction (RA) without assigning any reasons and resort to considering the sealed bids submitted by vendor for processing and finalizing the tender.
13. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
14. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
15. Bids-given by the bidders during the Reverse Auction process will be taken as an offer to execute the work. Bids once made by the bidder, can not be cancelled/withdrawn and bidders shall be bound to execute the work as mentioned above at the final bid price. Should be bidder (Lowest) back out and not execute the contract as per the rates quoted, BHEL shall take action as appropriate.

**ANNEXURE - VII**

**FORMAT OF UNDERTAKING  
(To be submitted in the bidder's letter head)**

**REF:**

**Dt.**

**Bharat Heavy Electricals Limited  
Power Sector – Northren Region,  
Plot No. 25 , Sector - 16A ,  
Distt. Gautam Budh Nagar,  
NOIDA – 201 301.INDIA**

**Sub.:** Erection of structures for Boiler and Boiler drum of 1 x 500 MW Unit-6, at Farakka Super Thermal Power Project (FSTPP) at Farakka town of Murshidabad district of West Bengal .

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited [Farrakka 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 and in case of 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 and confirm our acceptance to reverse auctioning process and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT. 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 offer strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

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

**ANNEXUR-VII****RATE SCHEDULE**

Rates For “Erection of structures for Boiler and Boiler drum of 1 x 500 MW Unit-6, at Farakka Super Thermal Power Project (FSTPP) at Farakka town of Murshidabad district of West Bengal”

<b>Sl. No</b>	<b>DESCRIPTION OF WORK</b>	<b>Rate/MT in Rupees (In figures and words)</b>	<b>TOTAL VALUE in Rupees (In figures and words)</b>
<b>1</b>	Rate in Rupees per MT for erection of structures for Boiler and Boiler drum & of ESP for 1 x 500 MW Boiler as per tender specifications.  <b>(Approx. tonnage involved is 5,500 MT as per Annexure- I)</b>		
<b>2</b>	Lumpsum Rate in Rupees for handling, shifting of Boiler drum when the contractor uses his resources as per Clause No.51.3 of SCC		

**NOTES:**

1. The quantities indicated against each item above are tentative and these are liable to vary depending upon the site requirement. The contractor has to handle / erect / commission all items indicated by BHEL Engineer for achieving unit wise milestone and completion of work.
2. PLEASE NOTE THAT RATE SCHEDULE FOR BOILER IS TO BE SUBMITTED IN SEALED ENVELOPE, AS PER ABOVE RATE SCHEDULE. PLEASE REFER CLAUSE-RATE SCHEDULE
3. Only 'Unit Rate' shall be considered for evaluation and award.
4. The rate shall be entered in figures as well as in words. In case of difference in rates between words and figures, the lesser of the two will be treated as valid rate.

(Seal and Signature of Tenderer)