

TENDER SPECIFICATION

NO. BHE/PW/PUR/VNT-STATOR/870/OJ

**Unloading of 2 Nos 500 MW generator stator (258 MT Each) from
BHEL's special wagon at railway siding at Shaktinagar, loading the
stator on hydraulic trailer, transportation of stator to TG Hall of U#11
& 12
of**

NATIONAL THERMAL POWER CORPORATION LIMITED

**VINDHYACHAL SUPER THERMAL POWER PROJECT,
STAGE- IV (2X500MW)**

DISTRICT- SIDHI

MADHYA PRADESH

PART I

(TECHNICAL BID SPECIFICATION, NOTICE INVITING TENDER & GCC)



BHARAT HEAVY ELECTRICALS LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)

POWER SECTOR : WESTERN REGION

345, KINGSWAY : NAGPUR 440 001

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Bharat Heavy Electricals Limited: PSWR: NAGPUR

Tender Specifications No. BHE/PW/PUR/VNT-STATOR/870/OJ

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BHARAT HEAVY ELECTRICALS LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)
POWER SECTOR - WESTERN REGION
SHREEMOHINI COMPLEX
345-KINGSWAY, NAGPUR 440 001

TENDER SPECIFICATION DOCUMENT ISSUE DETAILS

TENDER SPECIFICATION NO. BHE/PW/PUR/VNT-STATOR/870/OJ

**Unloading of 2 Nos 500 MW generator stator (258 MT Each) from
BHEL's special wagon at railway siding at Shaktinagar, loading the
stator on hydraulic trailer, transportation of stator to TG Hall of U#11
& 12**

of

**NATIONAL THERMAL POWER CORPORATION LIMITED
VINDHYACHAL SUPER THERMAL POWER PROJECT,
STAGE- IV (2X500MW)
DISTRICT- SIDHI
MADHYA PRADESH**

EARNEST MONEY DEPOSIT: Please see Special Conditions of Contract.

LAST DATE FOR
TENDER SUBMISSION: Please see Notice Inviting Tender

THESE TENDER DOCUMENTS CONTAINING **PART-I** (TECHNICAL BID SPECIFICATION & GCC) AND **PART- II:**
PRICE BID, ARE ISSUED TO:

M/s.....

.....

(TENDER DOCUMENTS ARE NOT TRANSFERABLE)

FOR BHARAT HEAVY ELECTRICALS LIMITED

AGM (Purchase)
PLACE: NAGPUR
DATE :

.....

Bharat Heavy Electricals Limited: PSWR: NAGPUR
Tender Specifications No. BHE/PW/PUR/VNT-STATOR/870/OJ

NOTICE INVITING TENDER

Sealed tenders are invited in two bid system (viz. Part-I: Technical cum Commercial Bid and Part-II : Price Bids) from bidders. Brief details of job and Tender Specification (T.S.) Number is as under

T. S. No. – BHE/PW/PUR/VNT-STATOR/870/OJ

Unloading of 2 Nos 500 MW generator stator (258 MT Each) from BHEL's special wagon at railway siding at Shaktinagar, loading the stator on hydraulic trailer, transportation of stator to TG Hall of U#11 & 12 of NATIONAL THERMAL POWER CORPORATION LIMITED VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE- IV (2X500MW) DISTRICT- SIDHI MADHYA PRADESH

- **Issue of T. S. Documents:** From 22/07/2011 to 28/07/2011 *
- **Last Date for Tender Submission:** 29/07/2010 15.00 HRS *
- **Date of Opening Technical Bid:** 29/07/2010 16.00 HRS *

Earnest Money Deposit (EMD) : Rs 1.50 LAKHS

*: Prospective bidders to obtain latest update of these dates from our web page www.bhel.com
→ Tender Notifications → View Corrigendum

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- Tender Specification documents with complete details are hosted in web page (www.bhel.com). Bidders can directly download the same and use for submission of offer. Tender Document charges shall be paid to BHEL along with or before submission of Offer.
 - Interested bidders may alternately collect hard copy of T.S. documents from this office on all working days within the sale period on payment of Tender Document charges.
 - Tender Specification Document Charges: Rs. 2,000/- by DD (in favour of BHEL payable at Nagpur) or cash. Courier charges will be Rs. 500/- extra if T.S. documents are requested through courier.
 - BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
 - Bidders who have deposited One Time EMD of Rs. 2.00 Lakhs with BHEL:PSWR:Nagpur will be exempted from submission of EMD with these tenders.
 - BHEL reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever.
 - BHEL will operate Purchase Preference Policy of the Government of India as applicable.
 - Tenderers whose bids are found techno commercially qualified shall be informed the date and time of opening of the Price Bids.
 - All corrigenda, addenda, amendments and clarifications to Tender Specifications will be hosted in this web page (www.bhel.com → Tender Notifications → View Corrigendum) and not in the newspaper. Bidders shall keep themselves updated with all such amendments.
 - BHEL reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any ongoing job or any similar job in the last seven years or for furnishing false information/declaration in the offer

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Bharat Heavy Electricals Limited: PSWR: NAGPUR

Tender Specifications No. BHE/PW/PUR/VNT-STATOR/870/OJ

Qualifying Requirements (OR)

Bidder must fulfill the Qualifying Requirements as under in order to be considered as technically qualified for this Tendering process

- a) Bidder must have in last seven years as on 30/06/2011, successfully carried out transportation of any ODC consignment of 200MT **OR** Generator Stator of 190 MW or higher capacity. Bidder shall furnish documentary evidence in support of the same.

AND

- b) Bidder must have achieved average financial turnover (Audited) of Rs 16.8 Lakhs per year over last three financial years i.e. 2008-09, 2009-10, 2010-11 **OR** 2007-08, 2008-09 & 2009-10 if Accounts for FY 2010-11 has not been audited.

AND

- c) Net worth of bidder based on Audited Accounts of 2010-11 (**OR** 2009-10 incase accounts for FY 10-11 has not been audited) should be higher than 50% of paid up capital in case of companies.

AND

- d) Bidder must have earned cash profit in any one of the three Financial Years as applicable in case of 'b' above based on latest Audited Accounts.

GENERAL

- 1) **Timing of sale of Documents:** Tender Specification documents will be issued from BHEL PSWR Nagpur office from 10:00 AM to 4:00 PM on all working days within the period specified in the NIT.

- 2) **Holidays:**
Sale of Tender Documents shall not take place on National Holidays, holidays declared by the Central or State Governments, Sundays, second and last Saturdays and holidays of BHEL PSWR Nagpur HQ.

- 3) **Seeking Clarifications on Tender Specification:**
Clarifications on the Tender Specifications, if any, may be sought by the bidders so as to reach this office at least **five days before the Due Date** for submission.

- 4) **Fulfillment of Qualifying Requirements:**
A bidder must satisfy **all the Qualifying Requirements** stipulated under 'a', 'b' etc of this tender concurrently in order to get qualified.

- 5) **Customer Approval:** ~~In case customer approval is required for this package, bidder's offer will be accepted subject to approval of bidder by customer.~~

- 6) **Supporting Documents:**

Bidders shall submit documents in support of possessing “Qualifying Requirements” as under duly self-certified and stamped by the authorized signatory.

- List of jobs done with Name of the Project, Owner of Project, Name of Customer, Work Order Ref. No. & Date, Brief Details of Job, Executed Value, Date of Start, Date of Completion.
- Photocopies of Work Orders issued by the Customer containing details of Bill of Quantities/Schedule of Rates.
- Empanelment certificate issued by BHEL-PSWR
- Photocopies of Completion Certificate issued by Customer or Owner of Project.
- Photocopies of audited Profit and Loss accounts accompanied by relevant schedules for turnover figures.

- 7) **Earnest Money Deposit (EMD):** Refundable, Non-interest bearing EMD for each tender is indicated against each job earlier here. Bidders may also opt to deposit “One Time EMD” of Rs. 2.0 lacs and thus be exempted henceforth from payment of EMD with each Erection and Commissioning tender of BHEL-PSWR Nagpur. EMD shall be paid **ONLY** by **Account Payee Demand Draft** in favour of “Bharat Heavy Electricals Limited” payable at Nagpur.

Those bidders who have already deposited ‘One Time EMD’ earlier need not submit EMD with the present tenders. Please indicate the payment details of the ‘One Time EMD’ in each tender.

- 8) **Tender Document Cost and Courier Charges:**

Tender document charges @ Rs 2000/- per set and courier charges @ Rs 500/- per set shall be made by Account Payee Demand draft in favour of “Bharat Heavy Electricals limited” payable at Nagpur or in cash payable at cash counter of this Office. Courier charges shall be paid in case bidders requests for dispatch of Tender specifications by courier. In case bidder downloads the Tender specifications etc from web page, they shall remit the Tender document charges (Rs 2000/-) positively along with or before submission of offer.

- 9) **Liquidated Damages/Penalty:** BHEL will impose Liquidated Damages and Penalty as per suitable clauses in the respective Tender Specifications on account of delay, violation of contract conditions and non-performance attributable to the contractor.

- 10) **LATE TENDER :** Tender received after the specified time of submission shall not be considered in any circumstances.

Additional General Manager (Purchase)
BHEL:PSWR:Nagpur

BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)
POWER SECTOR - WESTERN REGION
345-KINGSWAY, NAGPUR 440 001

PROCEDURE FOR SUBMISSION OF SEALED TENDERS

THE TENDERER 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 AND ALSO INDICATING ON EACH OF THE COVERS THE **TENDER SPECIFICATION NUMBER AND DUE DATE AND TIME AS MENTIONED IN THE TENDER NOTICE.**

PART-I (TECHNICAL BID) COVER-I

EXCEPTING RATE SCHEDULE, ALL OTHER SCHEDULES, DATA SHEETS AND DETAILS CALLED FOR IN THE SPECIFICATION SHALL BE ENCLOSED IN PART-I "TECHNICAL BID" ONLY.

PART-II (PRICE BID) COVER-II

ALL INDICATIONS OF PRICE SHALL BE GIVEN IN THIS PART-II "PRICE BID". **EMD SHALL NOT BE INCLUDED IN THIS COVER.**

THESE TWO SEPARATE COVERS-I AND II (PART-I AND PART-II) SHALL TOGETHER BE ENCLOSED IN A THIRD ENVELOPE (COVER-III) ALONGWITH REQUISITE EMD AS INDICATED EARLIER AND THIS SEALED COVER SHALL BE SUPERSCRIBED AND SUBMITTED TO ADDL. GEN MANAGER (PURCHASE) AT THE ABOVE MENTIONED ADDRESS ON OR BEFORE THE DUE DATE AS INDICATED.

THE QUALIFIED TENDERER WILL BE INTIMATED SEPARATELY ABOUT THE STATUS OF THEIR OFFER.

TENDERER ARE REQUESTED TO MAKE SPECIFIC NOTE OF THE FOLLOWING CONDITIONS:

- CONTRACTOR SHOULD HAVE ADEQUATE RESOURCES INCLUDING MAJOR T&PS AT HIS DISPOSAL FOR THIS JOB.
- CONTRACTOR SHOULD HAVE SOUND FINANCIAL STABILITY.
- TENDERER SHOULD MEET QUALITY REQUIREMENT REGARDING WORKMANSHIP, DEPLOYMENT OF PERSONNEL, ERECTION TOOLS AND NECESSARY INSPECTION, MEASUREMENT & TESTING INSTRUMENTS.
- ALL INFORMATION AS CALLED FOR IN VARIOUS APPENDICES AND CLAUSES OF TENDER SPECIFICATION SHOULD BE FURNISHED IN COMPLETENESS. PLEASE REFER THE CHECKLIST.
- CLARIFICATION ON TENDER IF ANY, SHALL BE OBTAINED BY THE TENDERER BEFORE SUBMITTING THEIR OFFER.
- OFFERS MUST BE SUBMITTED WITHOUT ANY DEVIATION.
- OFFERS RECEIVED WITH ANY DEVIATION OR WITHOUT RELEVANT INFORMATION AS DESCRIBED ABOVE ARE LIABLE TO BE REJECTED. PRICE BIDS RECEIVED IN THE FORM OTHER THAN SPECIFIED IN PART-II (PRICE BID) ARE LIABLE TO BE REJECTED.
- In case customer approval is required for this package, bidder's offer will be accepted subject to approval of bidder by customer.

CHECK LIST

1	NAME OF THE TENDERER WITH ADDRESS		
2	NATURE OF THE FIRM	LIMITED / PARTNERSHIP / PROPRIETARY	
3	EMD DETAILS (Rs. 1.5 LACS BY DD ONLY OR ONE TIME EMD)		
4	VALIDITY OF OFFER (REQUIRED 6 MONTHS FROM TENDER OPENING DATE)		
5	MOBILIZATION TIME (TWO WEEKS)		
6	WHETHER NO DEVIATION CERTIFICATE FURNISHED	YES	NO
7	TENDERER HAS VISITED THE PROJECT SITE AND ACQUAINTED WITH THE SITE CONDITIONS	YES	NO
8	DETAILS OF CONCURRENT JOBS ARE FURNISHED (AS PER RELEVANT APPENDIX)	YES	NO
9	POWER OF ATTORNEY ENCLOSED IN FAVOUR OF PERSON MAKING OFFER.	YES	NO
10	PROGRAMME FOR THE SUBJECT WORKS FURNISHED	YES	NO
11	WHETHER PRICE BIDS FOR THE TENDERS FOR WHICH THE BIDDER IS PARTICIPATING ARE FURNISHED SEPERATELY IN SEPARATE COVERS SUPER-SCRIBED WITH TENDER SPECIFICATION, UNIT NO, PROJECT LOCATION	YES	NO
12	BIDDER HAS FMILIARIZED HIMSELF WITH ALL RELEVANT LOCAL LAWS & CONDITIONS.	YES	NO
13	WHETHER ALL THE PAGES OF THE TENDER DOCUMENTS ARE READ, UNDERSTOOD AND SIGNED	YES	NO

NOTE : STRIKE OFF YES OR NO, AS APPLICABLE

DATE :

SIGNATURE OF TENDERER

DECLARATION BY BIDDER'S AUTHORIZED SIGNATORY

TENDER SPECIFICATION NO. BHE/PW/PUR/VNT-STATOR/870/OJ

I, _____, HEREBY CERTIFY THAT ALL THE INFORMATION AND DATA FURNISHED BY ME WITH REGARD TO THIS TENDER SPECIFICATION NO. **BHE/PW/PUR/VNT-STATOR/870/OJ** ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I HAVE GONE THROUGH THE SPECIFICATIONS, CONDITIONS AND STIPULATIONS IN DETAIL AND AGREE TO COMPLY WITH THE REQUIREMENTS AND INTENT OF THE SPECIFICATION. I FURTHER CERTIFY THAT I AM DULY AUTHORISED REPRESENTATIVE OF THE UNDERMENTIONED BIDDER AND A VALID POWER OF ATTORNEY TO THIS EFFECT IS ALSO ENCLOSED.

AUTHORISED REPRESENTATIVE'S SIGNATURE WITH
NAME AND ADDRESS

DATE:

TENDERER'S NAME AND ADDRESS

CERTIFICATE OF NO-DEVIATION

TENDER SPECIFICATION NO. **BHE/PW/PUR/VNT-STATOR/870/OJ**

I/WE, M/s

HEREBY CERTIFY THAT NOTWITHSTANDING ANY CONTRARY INDICATIONS/ CONDITIONS ELSEWHERE IN OUR OFFER DOCUMENTS, I/WE HAVE NEITHER SET ANY TERMS AND CONDITIONS NOR THERE IS ANY DEVIATION TAKEN FROM THE CONDITIONS OF BHEL'S TENDER SPECIFICATIONS, EITHER TECHNICAL OR COMMERCIAL, AND I/WE AGREE TO ALL THE TERMS AND CONDITIONS MENTIONED IN BHEL'S TENDER SPECIFICATION WITH ASSOCIATED AMENDMENTS AND CLARIFICATIONS.

Date:

Signature of the Bidder

**CERTIFICATE CONFIRMING BIDDER'S
KNOWLEDGE ABOUT SITE CONDITIONS**

TENDER SPECIFICATION NO. **BHE/PW/PUR/VNT-STATOR/870/OJ**

We, M/s

hereby declare and confirm that we have visited the project site as referred in BHEL's Tender Specification under reference above and acquired full knowledge and information about the site conditions. We further confirm that the above information is true and correct and we shall not be eligible for any additional payment of any nature due to lack of knowledge or non-familiarization of site conditions.

BIDDER'S NAME AND ADDRESS:

PLACE:

DATE:

SIGNATURE & OFFICIAL SEAL OF BIDDER'S

AUTHORISED SIGNATORY

.....

Bharat Heavy Electricals Limited: PSWR: NAGPUR
Tender Specifications No. BHE/PW/PUR/VNT-STATOR/870/OJ

OFFER OF THE BIDDER

To,
The Sr. Dy. General Manager (Purchase)
Bharat Heavy Electricals Limited
Power Sector - Western Region
Shreemohini Complex
345, Kingsway
Nagpur 440 001

Dear Sir,

Sub: Offer against Tender Specification No. **BHE/PW/PUR/VNT-STATOR/870/OJ**

I/we hereby offer to carry out the work detailed in the tender specification issued by Bharat Heavy Electricals Limited, Power Sector-Western Region, Nagpur, in accordance with the terms and conditions thereof.

I/we have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Instructions to bidders.
2. General conditions of contract
3. Special conditions of contract
4. Other sections, appendices, schedules and drawings.

I/we have deposited / forwarded herewith the requisite Earnest Money Deposit (EMD) details of EMD payment are furnished in the check list.

EMD shall be refunded should our offer not be accepted / EMD need not be refunded and the amount may be treated as "one time EMD" for erection and commissioning tenders of BHEL-PSWR, Nagpur. Should our offer be accepted, i/we further agree to deposit security deposit for the work as provided for in the tender specification within the stipulated time as may be indicated by BHEL, Power Sector-Western Region, Nagpur.

I/we further agree to execute all the works referred to in the said documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

Place:

Signature of bidder:

Date:

Address:

Witnesses with their address

Signature	Name	Address
1.		
2.		

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER – I: Project Information

	Project Information				
1.1	<p>INTRODUCTION</p> <p>BHEL's Client M/s NTPC Limited has decided to set up a new Coal based super thermal power plant at Vindhyachal, Distt- Sidhi, Madhya Pradesh. The said client has decided to set up two power generation units of 500 MW ratings each in this extension project.</p> <p>Bidder should visit site & acquire full knowledge & information about site conditions. The bidder must visit site, to acquaint themselves with the conditions prevailing at site and in & around the plant premises, together with all statutory, obligatory, mandatory requirements of various authorities before submission of bid.</p>				
1.2	<p>LOCATION AND APPROACH</p> <ol style="list-style-type: none"> 1) Project name: Vindhyachal super thermal power project stage IV 2) No of units x capacity: 2 x 500 MW. 3) Project set up by: NTPC Ltd. 4) Project Location: (i) Place: Vindhyachal (ii) District: Sidhi; (iii) State: Madhya Pradesh 5) Latitude and longitude of project location: <ol style="list-style-type: none"> a) Latitude – 24° 6'N b) Longitude – 82° 40'E 6) Nearest railway station: Shaktinagar Railway Station 7) Distance of project location from the railway station: 2.0 km (Approx). 8) Nearest major town: Renukut 9) Distance of the major town from the project site: 50 km 10) Nearest commercial airport: Varanasi 11) Distance of the town from the project site: Approx 200 km. 				
1.3	<p>CLIMATIC CONDITIONS</p> <ol style="list-style-type: none"> 1). Ambient Air Temperature <table style="margin-left: 40px; border: none;"> <tr> <td style="padding-right: 20px;">a. Maximum</td> <td>44 Deg. C</td> </tr> <tr> <td>b. Minimum</td> <td>1 Deg. C</td> </tr> </table> 	a. Maximum	44 Deg. C	b. Minimum	1 Deg. C
a. Maximum	44 Deg. C				
b. Minimum	1 Deg. C				

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER – II : Scope of Work

2.0 The work under the scope of these specifications is broadly as follows.

Unloading of 2 nos 500 MW generator stator **(258 MT Each)** from BHEL's special wagon at railway siding at Shaktinagar, loading the stator on hydraulic trailer, transportation of stator to TG Hall of U#11 & 12 of 2 x 500 MW Vindhyachal Super Thermal Power Project Stage IV.

1. This specification is applicable for 2x500 MW Vindhyachal STPP. Generator stator will be despatched by BHEL/ Haridwar unit through special wagon from Haridwar up to Shaktinagar railway siding approximately 2 kms from TG Hall of Stage IV Vindhyachal STPP.
2. Scope of work under this tender broadly covers unloading of 2 no. 500 MW TG stators from BHEL's special wagon at railway siding at Shaktinagar, loading the stator on hydraulic trailer, transportation of stator to TG Hall (U#11 & 12) of Stage IV of Vindhyachal STPP .
3. The work (for respective units each) broadly includes following activities.
 - i) Unloading of stators from special wagon (Typical arrangement shall be as per enclosed drawing 0-139-38-01022C).
 - ii) Reassembly of wagon with carrier beam.
 - iii) Loading of stator on trailer (Typical arrangement shall be as per enclosed drawing 2139-38-01070).
 - iv) Transportation of TG stator on hydraulic trailer from designated railway siding to TG Hall of unit # 11 & 12 at 2x500 MW Vindhyachal Project site at a place as advised by BHEL engineer.
 - v) Supervision of unloading of the stators in front of TG Hall of Unit 11 & 12. However, necessary manpower assistance for the unloading shall be provided by BHEL's other contractor.

Note:

Drawing 0-139-38-01022C & 2139-38-01070 is standard drawing. However it is to be read along with Annexure A (Suggested sequence of operation). Drawings are attached at the end of this document,

4. SUGGESTED SEQUENCE OF OPERATION :

Suggested sequence of operation for (a) unloading of TG stators from special rail wagon; (b) loading of stator on hydraulic trailer and (c) unloading of stator from

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER – II : Scope of Work

trailer at site, is given in the Chapter III of 'Technical Conditions of Contract' of this tender.

5) INFORMATION SYSTEM:

The bidder shall keep close liaison with the office of Construction Manager, BHEL, Vindhyachal site during unloading/loading/transit of the consignment. Feedback report/status of the consignments should be informed periodically once a day to Construction Manager, BHEL, Vindhyachal site. Bidder's representatives on the vehicle shall carry mobile for communication and also give location of vehicle.

6) SPECIAL CONDITIONS:

i) Transporter has to make joint visit along with BHEL Engineer and copy of MoM for joint visit is to be submitted along with the offer. He has to intimate regarding the strengthening of the Road/Trenches in advance which are coming on route from unloading point to U-11 & 12 TG Building .

7 PROHIBITION OF SUB-LETTING

The bidder is not allowed to pass responsibilities connected with the transportation to other agency/ bidder. The bidder, after entering into contract, would not be permitted to arrange transport of consignments entrusted to him through another bidder, except with the written permission of BHEL under exceptional circumstances. However, hiring of vehicles and services from other agencies/ bidders is permitted but the onus of safe and timely transportation of the consignment rests with the bidder. The bidder shall not sublet or transfer the contract or any part thereof, which will tantamount to termination of the contract and forfeiture of security deposit and BHEL will also be entitled to claim all damages/ losses/ extra expenditure involved from the bidder as per relevant clause.

NOTE: BHEL may insist bidders to visit BHEL Nagpur office to discuss their preparedness and assess their capability to carry out this job.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-III : SEQUENCE OF OPERATIONS

A: For unloading of TG Stator from special Rail wagon (Refer drg. 01393801022C)

1. Prepare 04 nos concrete blocks of size 2500x 900 mm at rail level as shown in the drg as Foundation plates.
2. Stator shall be available, assembled with rail wagon, as shown in Stage 6. Remove item 13 Support beam (02 nos).
3. Assemble all 04 nos saddles including 02 nos of new design saddles with ribs at both ends of stator and assemble the fasteners item no 5 to 8 as shown in the drawing.
4. Place Pedestals items 1-2 (Qty 04 each) along with 175 MT hydraulic jack item 03 (Qty 04 nos) below the projected ribs of the end saddles and release load of stator from loading beam using Hydraulic jack and packers/shims item no 04-8 as shown in Stage 5.
5. Unlock loading beam from the Bogie Cluster "B" and extract beam from stator with the help of Stopper support and Roller blocks (items 11 & 12) upto the position shown in Stage 4. Assemble Hydraulic trolley (item 09) as shown and transfer load of beam on the trolley.
6. Extract the beam completely with the help of Hydraulic trolley (item 09) as shown in Stage 3.
7. Re-assemble beam with the Bogie Cluster "B" through the siding rail track as shown in Stage 2 & 1.
8. Remove carrier end shields and assemble dummy end covers (package No. 559) at both ends of the stator.

B: For loading of Stator on hydraulic trailer (Refer drawing 21393801070C)

1. Stator will be placed on the pedestals as shown in drg 01393801022C. Theoretical bottom clearance shall be ~350 mm and pedestal to pedestal distance shall be $2 \times 1630 = 3260$ mm.
2. Raise the height of Stator suitably to accommodate the Trailer below the stator assembled with saddles, with the help of intermediate pedestals and Hydraulic jacks placed at the location of new design saddles.
3. Move the Trailer below the stator and release the load of the stator on the trailer.
4. Secure the stator suitably (welded stoppers) for safe road transport.

C: Sequence of operations for Un-loading of Stator from trailer at site (Refer drawing 21393801070C & 01393801022C)-near A-row of TG building.

1. Move Hydraulic trailer (loaded with Stator) to the unloading position and align stator centre line with respect to the centre lines shown in the foundation plan of drg 01393801022C.
2. Carefully remove welded stoppers etc. between loading fixtures and trailer and remove security tying etc. if any.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-III : SEQUENCE OF OPERATIONS

3. Place Pedestals items 1-2 (Qty 04 each) along with 175 MT hydraulic jack item 03 (Qty 04 nos) below the projected ribs of the end saddles and release load of stator from trailer, using Hydraulic jack and packers/shims item no 04-8.
4. Carefully move unloaded trailer to a safe distance from the Stator.
5. Stator is now placed on the pedestals, ready for next operation.

Note: 1) Haridwar will depute their experts to support the site during above operation.
2) Package no.559 (dummy end covers) shall be supplied matching with stator dispatch.

D: List of items required

Ref: Drawings No.0-139-38-01022C.

Item No.	Description	Qty.	Remarks
1	Bottom Pedestal	04 nos	To be fabricated by Contractor (Fab. Drgs enclosed)
2.	Aux. Pedestals	04 nos	----do----
3.	175 MT Hydraulic Jacks	04 Nos	to be arranged by Contractor
4 to 8	Sims	as reqd.	---do---
9	Hydraulic Trolley	01 No	To be fabricated by Contractor (Fab. Drgs enclosed)
10	Carrier end shield	02 Nos	Assembled with stator
11	Stopper supports	02 Nos	----do----
12	Roller Blocks	04 Nos	----do----
13.	Support Beams	02 nos	----do----

Ref: Drawings No.0-139-38-01070

Item No.	Description	Qty.	Remarks
1	Plate 50x80x80	08 nos	to be arranged by Contractor
2.	Fixture for road Transport/Saddles	04 nos	shall be arranged by Hardwar
3.	Rubber sheet 5x1000x1600	08 nos	to be arranged by Contractor
4.	Plate 40x100x100	16 nos	to be arranged by Contractor
5.	Screw Hex-for saddle	08 nos	shall be supplied by Hardwar

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-III : SEQUENCE OF OPERATIONS

6.	Washer	16 nos	shall be supplied
by Hardwar			
7.	Nut Hex	08 nos	shall be supplied
by Hardwar			
8.	Shim:0.5 x400x250	04 nos	shall be supplied
by Hardwar			

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Chapter-IV : ITEMS/T&Ps TO BE SUPPLIED BY BHEL/CONTRACTOR

TOOLS & PLANTS:

- 1) 175 MT Hydraulic jacks including 150 T telescopic jacks for facilitating removal of carrier beam, which is coming along with generator stator in the wagon, shall have to be arranged by Contractor as a part of scope of work. Apart from above, successful bidder shall have to make necessary arrangement for deployment of tools & plants (T&P), hydraulic trailers, vehicles, fixtures, etc, as required for proper completion of the job, at their own cost.'
- 2) A wheeled support rail trolley adequately designed and fabricated by contractor, is to be provided for resting of the wagon carrier beam at one end of stator to prevent touching of the same with stator core and consequent damages. However, for placement of stator on trailer, a loading fixture is required. Arrangement of the same is in BHEL's scope and as such, excluded from the scope of bidder. **BHEL Hardwar will supply Fabrication drawing for Hydraulic trolley.**
- 3) ***T & P along with other items as per SECTION D: List of items required of Chapter III (Suggested sequence of operation) in which items to be arranged by Contractor are clearly mentioned in reference with Drawing 0-139-38-01022C & 2139-38-01070.***
- 4) ***Though loading fixture /saddle support will be supplied by BHEL and will have bolted connection, however transporter/Contractor may have to weld same with trailer for proper support and should make arrangement of welders and other fixture, if required.***
- 5) The pay load capacity (carrying capacity minus weight of axles) of hydraulic axles provided for transportation (put together) must be more than gross weight of the consignment. The capacity of puller will not be considered for this purpose.

ITEMS TO BE SUPPLIED BY BHEL AT POINT OF UNLOADING FROM WAGON ON RETURNABLE BASIS:

- 1) Item nos 10, 11, 12 & 13 of enclosed drg no 0-139-38-01022C will be assembled with the stator dispatched from BHEL/ Hardwar. ***After unloading it is to be loaded on the wagon for the sending it back to Hardwar and these are not to be handed over to site.***
- 2) Bidder is required to return all the rest items along with the stator at Vindhyachal project site.
- 3) ***T & P as per SECTION D: List of items required of Chapter III 'Sequence of Operations' (Suggested sequence of operation) in which items to be arranged by BHEL/HWR are clearly mentioned in reference with Drawing 0-139-38-01022C & 2139-38-01070.***

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VOL –IA: PART -I: Contract Specific Details
Chapter-V : TIME SCHEDULE

TIME SCHEDULE

5.1 INITIAL MOBILIZATION

After receipt of fax LOI, Contractor shall discuss with Project Manager / Construction Manager regarding initial mobilisation. Contractor shall mobilize necessary resources within 2 weeks of issue of fax letter of intent or as per the directive of Project Manager / Construction Manager. Such resources shall be progressively augmented to match the schedule of milestones and commissioning.

5.2 COMPLETION PERIOD , TIME PERIOD & WORK COMPLETION

COMPLETION PERIOD :
The entire work as detailed in the specification shall be completed in all respects within 30 (thirty) days from the start of work for each unit.
However, the actual date of start of work will be the date when unloading of stator of respective unit from wagon is started and shall be certified by BHEL engineer.
LIKELY TIME OF EXECUTION
Generator Stator of U#11 will be dispatched by 1 st week of Aug'11 and the likely arrival time at Railway siding may be 1 st week of Sep '11 based on the movement of consignment.
Generator Stator of U#12 will be dispatched by Jan'12 and the likely arrival time at Railway siding may be Feb'12 based on the movement of consignment.
CERTIFICATE TOWARDS COMPLETION
The work under your scope shall be deemed to have been completed in all respects only when so certified by BHEL. The decision of BHEL in this regard shall be final and binding on you.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VI :Terms of Payments

6.0 TERMS OF PAYMENT

6.1.1 Unit Rates for Per 500 MW Stator is invited in the Price Bid. Contractor shall raise separate bills after completion of each 500 MW Stator job.

Payment of 95 % of the Unit value (Per Unit Rate of 500 MW Stator) shall be payable on completion of the entire work (Per Unit of 500 MW Stator) against bidder's invoice, correct & complete in all respects, accompanied by joint measurement of work done duly signed by BHEL engineer, within 30 days of receipt of invoice by BHEL site office.

6.1.2 Balance 5 % of contract price shall be paid on winding up of site establishment as certified by BHEL engineer along with final bill.

6.1.3 BHEL at their discretion may further split up the above percentages and effect payment to suit the site condition, cash flow requirement and according to the progress of work.

6.1.4 Bidder may please note that payment shall be made through e-mode for which bank details are to be furnished as per format given in relevant annexure of Volume-IE of tender.

6.2 MOBILISATION ADVANCE

Not applicable.

6.3 PERFORMANCE BOND

Not applicable.

6.4 PRICE VARIATION CLAUSE

Not applicable.

6.5 OVERRUN CHARGES

Not applicable.

6.6 EXTRA WORK

Not applicable.

6.7 CONTRACT PRICE

6.7.1 The bidder shall quote their firm rate/ price as per the Price bid of this tender in separate sealed envelopes. The quoted rate/ price shall be in compliance with specification and all terms & conditions of tender.

6.7.2 The quoted rate/ price shall include all charges like unloading of TG stator from our special wagon, loading the same on hydraulic trailer, transportation charges (except necessary road civil work), supervision for unloading **including Arrangement of Bottom pedestal (4 Nos), Arrangement of Aux pedestal (4 Nos), Arrangement of Trolley (1 No), Other T&Ps, items indicated in Chapter III etc**, any other

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Chapter-VI :Terms of Payments

incidental expenditure incurred related to above work. No demurrages etc, whatsoever are payable to the bidder.

6.8 PENALTY/ LIQUIDATED DAMAGE

6.8.1 Necessary vehicles, T&P, Fixtures, other paraphernalia required for unloading from wagon, loading on trailer, transportation and unloading from trailer shall be deployed within the notice period of 14 days, failing which delay charges @ Rs. 10,000.00 per day shall be applicable after notice period.

6.8.2 In case the consignment is not delivered at destination in the agreed duration, the penalty for late delivery @ 2% per week or part thereof for the delay, subject to a maximum of 30% of the Per Unit price, will be charged from the bidder after a grace period of 7 days.

6.8.3 All money including any penalty, damages or compensations payable by the bidder to BHEL under the terms of this contract, without prejudice to any other mode of recovery, shall be deducted from the Security Deposit or from any other sum which may be due or become due to the bidder by BHEL. In the event of the security deposit being reduced by reasons of such deductions, the bidder shall within ten days thereafter make good in cash or through A/C Payee Demand Draft any sum or sums by which the security deposit has been reduced.

6.8.4 In the event of failure of bidder to lift the consignments offered to them, BHEL reserve the right to use alternative source without any reference or intimation to the bidder concerned and extra expenditure incurred, under such situation if any, shall be borne by defaulting bidder.

6.8.5 All other terms & conditions shall be as per GCC

6.9 OTHER TERMS

All other term & conditions of the specification, not mentioned above shall be governed by the pertinent provisions of GCC.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VII : Taxes & Duties

7.0 TAXES, DUTIES, LEVIES (Rev 01 dated 15/03/2011)

7.1.1

The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

However, provisions regarding Service Tax and Value Added Tax (VAT) on output services and goods shall be as per following clauses.

7.1.2 Service Tax & Cess on Service Tax

Service Tax and Cess on Service Tax as applicable on Services are excluded from contractor's scope; therefore contractor's price/rates shall be **exclusive** of Service Tax and Cess on Services. In case, it becomes mandatory for the contractor under provisions of relevant act/law to collect the Service Tax & Cess from BHEL and pay the same to the concerned tax authorities, such applicable amount will be paid by BHEL at the prevailing Service Tax Rate (presently 10.3 %) on the admitted bill value.

Contractor shall submit to BHEL documentary evidence of Service Tax registration certificate specifying name of services covered under this contract. Contractor shall submit serially numbered Service Tax and Cess Invoice, signed by him or a person authorized by him in respect of taxable service provided, and shall contain the following, namely,

- I. The name, address and the registration number of the contractor,
- II. The name and address of the party receiving taxable service,
- III. Description, classification and value of taxable service provided and,
- IV. The service tax payable thereon.

All the Four conditions shall be fulfilled in the invoice before release of service tax payment.

Wherever, more than one route/option are available for discharge of service tax liability under a particular service, (e.g. "works contract Service"), contractor shall obtain prior written consent from BHEL site before billing the amount towards Service Tax.

7.1.3 VAT (Sales Tax /WCT)

As regards Value Added Tax (VAT) on transfer of property in goods involved in Works Contract (previously known as Works Contract Tax) applicable as per local laws, the price quoted by the contractor shall be **exclusive** of the same. Where such taxes are required to be paid by the contractor, this will be reimbursed on production of proof of payment made to the authorities by the Contractor. In any case the Contractor shall register himself with the respective Sales Tax authorities of the state and submit proof of such registration to BHEL along with the first RA bill. The contractor has to take all necessary steps to **minimize tax on input goods** by purchasing the materials from any registered

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Chapter-VII : Taxes & Duties

dealer of the concerned state only. In case contractor opts for composition, it will be with the prior express consent of BHEL. Deduction of tax at source shall be made as per the provisions of law unless otherwise found exempted. In case tax is deducted at source as per the provisions of law, this is to be construed as an advance tax paid by the contractor and no reimbursement thereof will be made unless specifically agreed to.

7.1.4 Modalities of Tax Incidence on BHEL

Wherever the relevant tax laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL will have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor.

7.1.5 New Taxes/Levies

In case the Government imposes any new levy/tax on the output service/ goods/work after award of the contract, the same shall be reimbursed by BHEL at actual.

In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of Price Bid. Claim for any such impact after opening the Price Bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

No reimbursement/recovery on account of increase/reduction in the rate of taxes, levies, duties etc. on input goods/services/work shall be made. Such impact shall be taken care of by the Price Variation/Adjustment Clause (PVC) if any. In case PVC is not applicable for the contract, Bidder has to make his own assessment of the impact of future variation if any, in rates of taxes/duties/ levies etc. in his price bid.

7.1.6 Submission of Periodical Reports

Contractor shall submit periodical reports in respect of following aspects of operation:

- 1) Consumption of welding electrodes and gases
- 2) Consumption of construction power
- 3) Manpower reports
- 4) Daily and Monthly Progress reports
- 5) Field calibration reports

BHEL at site will inform formats for these reports.

7.1.7 It is the responsibility of the contractor to arrange gate pass for all his employees, T&P etc. Necessary coordination with customer officials is the responsibility of the contractor. Contractor to follow all the procedures laid down by the customer for making gate passes. Where permitted, by customer/ BHEL, to work beyond normal working hours, the contractor shall arrange necessary work permit for working beyond normal working hours

7.2 BUILDING & OTHER CONSTRUCTION WORKERS (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT, 1996 (BOCW Act) AND RULES OF 1998 READ

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WITH BUILDING & OTHER CONSTRUCTION WORKERS CESS Act, 1996 & CESS RULES, 1998.

In case any portion of work involves execution through building or construction workers, then compliance to the above titled Acts shall be ensured by the contractor and contractor shall obtain license and deposit the cess under the Act. In the circumstances it may be ensured as under:-

- i. It shall be the sole responsibility of the contractor in the capacity of employer to forthwith (within a period of 15 days from the award of work) apply for a licence to the Competent Authority under the BOCW Act and obtain proper certificate thereof by specifying the scope of its work. It shall also be responsibility of the contractor to furnish a copy of such certificate of licence / permission to BHEL within a period of one month from the date of award of contract.
- ii. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under these act and rules including that of payment / deposit of 1% cess on the extant of work involving building or construction workers engaged by the contractor within a period of one month from the receipt of payment.
- iii. It shall be the responsibility of the sub-contractor to furnish the receipts / challans towards deposit of the cess together with the number, name and other details of beneficiaries (building workers) engaged by the sub-contractor during the preceding month.
- iv. It shall be the absolute responsibility of the sub-contractor to make payment of all statutory payments & compensations to its workers including that is provided under the Workmen's Compensation Act, 1923.

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CHAPTER –VIII: General Conditions

8.0	GENERAL CONDITIONS
8.1	Unloading from wagon and loading of consignment at the designated point of railway siding is included in the scope of work. Necessary supervision for unloading at a point near A-row of the TG Hall is also included in the scope of the contract.
8.2	All relevant authorization from competent authorities (for safe transportation of the consignments) shall be obtained by bidder at his own cost. Any contingency arising in this respect shall be the responsibility of bidder. The bidder shall be responsible for safe unloading/loading. Any mishap, accident, damage to any third party (person/ property) enroute and consequences thereof including legal complications, if any shall be the responsibility of bidder and BHEL will stand indemnified.
8.3	Bidder is to take approval of respective state transport departments/ ministries enroute of the route identified, National Highway Authority of India (NHAI), respective RTOs for movement, state depts for state highways, state electricity boards for electrical lines, state irrigation deptt for by-passes, forest deptt for trimming branches of trees & railways and en route for railway crossings etc, as applicable. BHEL will not be responsible for taking approval from any Govt agencies required for the scope of work.
8.4	The bidder will be responsible of compliance of various Pollution Control Regulations of State/ Central Govt or Constitutional Regulatory Authority as applicable to trailer/ puller and other vehicles deployed for safe transportation of consignments.
8.5	The contract as entered between BHEL & successful bidder shall in no way, nullify, reduce, mitigate or absolve the bidders of any responsibility, obligation or liability that may devolve upon them under the Carriers Act 1965 (as amended from time to time).
8.6	The bidder shall carry materials/ packages/ consignments in vehicles suitably equipped for the same. He shall take all due care for protecting the consignments from adverse weather condition and be responsible for their safe and sound condition during his possession. The bidder shall take all due care of consignments and shall provide all packing and lashing at his own cost. Electrodes/ angles/ welding facility or any other materials/ tools, if required, will be arranged by the bidder. Any problem of transportation arising due to rainy season shall be taken care of by the bidder for smooth & safe transportation.
8.7	Once the materials are accepted by the bidder, it shall be deemed to have been handed over by the consignor in good condition, unless otherwise pointed out on the GR at the time of taking delivery from the consignor at the loading point.
8.8	The bidder and his authorized agents shall comply with the security regulations of BHEL/ Hardwar and consignee premises at destination in the matter of entry/ exit and for the movement inside the premises of BHEL/ project sites. The bidder shall ensure that all employees/ persons engaged/ authorized by him for carrying out the

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CHAPTER –VIII: General Conditions

	work, behave properly with the company's officers/ staff. In the event of any misbehavior, reported by the officer concerned of BHEL, the bidder shall immediately withdraw such employee/ persons from the work.
8.9	BHEL shall insure the consignments with the underwriters/ insurance company. This shall however, not absolve the bidder of any responsibility of safe and proper transportation of the goods to the proper destination of his liability to compensate BHEL for the damages/ shortages in respect of the consignments.
8.10	Necessary road work as required for the subject job shall be in the scope of BHEL. However, the successful bidder shall undertake the route survey and furnish the requirements viz. strengthening of the road etc within 7 days of LOI.
8.11	All the safety precautions required for safe transportation such as lashing and securing the consignment, providing of red flags, lights, pilot/ escorts etc shall be the responsibility of the bidder.
8.12	While accepting the consignments for transportation, the bidder should ensure that all necessary documents like excise duty gate pass, State Road Permit (Form 31) or any other forms, as applicable, invoice, challan etc required to be shown at various check posts enroute are collected by them so that the consignments are not detained enroute on this account. Any detention on this account will be carriers responsibility.
8.13	Trans-shipment will not be allowed. However in case, need arises, axle replacement may be permitted after prior approval from BHEL Hardwar at the bidder's cost.
8.14	The rates agreed between BHEL and the bidder will remain firm.
8.15	Technical experts of the bidder shall accompany the consignment. Further bidder will have to provide facility of escort without extra cost, if required by BHEL
8.16	The bidder will also deliver the documents given by the Traffic department of BHEL like Packing List, Excise Duty Gate Pass, duplicate for bidder copy Invoice etc to the consignee along with the delivery of the consignment.
8.17	Any changes in the relevant Motor Vehicle Act announced by Govt of India, Ministry of Surface & Transport from time to time will be applicable to this contract and such changes shall be binding on both BHEL & bidders. Consequent additional financial direct burden if any on the bidder will be decided mutually.
8.18	Detention charges, if required will be paid @ Rs 8,000/- (Rupees eight thousand only) per day upto a total period of 60 days only, but after a grace period of 7 days at loading point and after a grace period of 7 days at destination.
8.19	Tax deduction at source shall be applicable as per Government Rules from time to time.
8.20	No idle charge of manpower & equipment is permissible in this work contract.

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CHAPTER –VIII: General Conditions

8.21	Rates shall be firm and inclusive of all charges including civil works (except road civil works) & related works which may be required statutorily or otherwise for safe transportation of the consignments upto destination.
8..21.1	Development of Railway siding, development//widening/consolidation of all approach road is excluded from the scope of work of bidder
8.22	Notice period to place vehicle(s) along with all T&P, fixtures, all paraphernalia at designated place from where unloading/ transportation is to be started is 14 days or directed otherwise by Construction Manager, BHEL site.
8.23	Loading/ unloading time at the point of unloading of stator from wagon and at TG Hall one week respectively.
8.24	Total distance of route from point of unloading of stator from wagon to TG Hall of Unit-11 & 12 of project site is approximately 2 km.
8.25	In addition to the local laws and regulations, bidder shall also comply with the Minimum Wages Act and the Payment of Wages Act (both of the Government of India) and the rules made there under in respect of its labour currently employed on or connected with the contract.
8.26	No material brought to the site shall be removed from the site by bidder without the prior written approval of BHEL.
8.27	Bidder shall co-operate with all other bidders or tradesmen of BHEL, who may be performing other works on behalf of BHEL and the workmen who may be employed by BHEL and doing work in the vicinity of the works under the contract. Bidder shall also arrange to perform his work as to minimise, to the maximum extent possible, interference with the work of other bidders and their workmen. Any injury or damage that may be sustained by the employees of the other bidders and BHEL, due to bidder's work shall promptly be made good at his own expense. BHEL shall determine the resolution of any difference or conflict that may arise between bidder and other Bidders or between bidder and the workmen of BHEL in regard to their work. If the work of bidder is delayed because of any acts of omission of another bidder, bidder shall have no claim against BHEL on that account other than an extension of time for completing his works.
8.28	Employer shall have full access to visit bidder's site at any time for inspection and surveillance checks.
8.29	BHEL shall be notified promptly by bidder of any defects in the other bidder's works that could affect bidder's work. BHEL shall determine the corrective measures if any, required to be rectified this situation after inspection of the works and such decisions by BHEL shall be binding on bidder.
8.30	Bidder shall adhere to the disciplinary procedure set by BHEL in respect of his employees and workmen at site. BHEL shall be at liberty to object to the presence of any representative or employee of bidder at the site, if in the opinion of BHEL such

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CHAPTER –VIII: General Conditions

	employee has misconducted himself or is incompetent, negligent or otherwise undesirable then bidder shall remove such a person objected to and provide in his place a competent replacement.
8.31	Bidder shall keep BHEL informed in advance regarding his field activity plans and schedules for carrying out each part of the works. Any review of such plan or schedule or method of work by BHEL shall not relieve bidder of any of his responsibilities towards the field activities. Such reviews shall also not be considered as an assumption of any risk or liability by BHEL or any of his representatives and no claim of bidder will be entertained because of the failure or inefficiency of any such plan or schedule or method of work reviewed. Bidder shall be solely responsible for the safety, adequacy and efficiency of plant and equipment and his material management methods.
8.32	Bidder shall have complete responsibility for the conditions of work site including the safety of all persons employed by him and all the properties under his custody during the performance of the work. This requirement shall apply continuously till the completion of the contract and shall not be limited to normal working hours. The construction review by BHEL is not intended to include review of Bidder's safety measures in, on or near the work site, and their adequacy or otherwise.
8.33	<p>Bidder shall have total responsibility for protecting his works till it is finally issued from his custody to respective erection agencies. No claim will be entertained by BHEL or the representative of BHEL for any damage or loss to the materials under custody of Bidder' and bidder shall be responsible for complete restoration of the damaged works to original conditions to the satisfaction of BHEL's engineer. Should any such damage to bidder's works occur because of other party not being under his supervision or control, bidder shall make his claim directly with the party concerned. If disagreement or conflict or dispute develops between bidder and the other party or parties concerned regarding the responsibility for damage to the materials etc under bidder's custody the same shall be resolved as per the provisions of the as specified at relevant clause of this tender. Bidder shall not cause any delay in the repair of such damaged works because of any delay in the resolution of such disputes. Bidder shall proceed to repair the work immediately and no cause thereof will be assigned pending resolution of such disputes. For security refer relevant clause.</p> <p>In case BHEL becomes liable to pay any wages or dues to the labour or any Government agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labour Regulation Abolition Act or any other law due to act of omission of bidder, BHEL may make such payments and shall recover the same from bidder's bills with BHEL's overheads.</p>
8.34	Bidder shall have total responsibility for all equipment and materials in his custody at stores for loose, and/ or semi-assembled items. Bidder shall make suitable security arrangements to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss. All materials of bidder shall enter and leave BHEL site only with the written permission of BHEL in the prescribed manner. However, deployment of regular security personnel will be done by BHEL at

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	stores/ storage area.
8.35	In case where the performance of the material handling work by bidder affects the operation of the system facilities of BHEL, such material handling work of bidder shall be scheduled to be performed only in the manner stipulated by BHEL and the same shall be acceptable at all times to bidder. BHEL may impose such restrictions on the facilities provided to bidder such as electricity, etc as he may think fit in the interest of BHEL and bidder shall strictly adhere to such restrictions and co-operate with BHEL.
8.36	Bidder shall bring to site all equipment, components, parts, materials, including construction equipment, tools & tackles for the purpose of the works under intimation to BHEL. All such goods shall, from the time of their being brought vest in BHEL, but may be used for the purpose of the Works only and shall not on any account be removed or taken away by bidder without the written permission of BHEL. Bidder shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.
8.37	BHEL shall have a lien on such goods for any sum or sums, which may at any time be due or owing to him by bidder, under, in respect of or by reasons of the contract. After giving a 15 (fifteen) days notice in writing of his intention to do so, BHEL shall be at liberty to sell and dispose off any such goods, in such manner as he shall think fit including public auction or private treaty and to apply the proceeds in or towards the satisfaction of such sum or sums due as aforesaid.
8.38	After the completion of the works, bidder shall remove from site under the direction of BHEL the materials such as construction equipment, erection tools and tackles, scaffolding etc. with the written permission of BHEL. If bidder fails to remove such materials, within fifteen (15) days of issue of a notice by BHEL to do so then BHEL shall have the liberty to dispose off such materials and credit the proceeds thereto to the account of bidder.
8.39	INDEMNITY The bidder shall hereby indemnify the company against all losses, claims etc. (including third party losses) arising out of any of his acts or out of the acts of his servants and his agents and out of transportation of the company goods.
8.40	FORCE MEJURE CLAUSE In case of force majeure conditions like Acts of God, War, Sabotage, Riots, Civil Commotion, Police Action, Flood, Fire, Cyclone, Earthquake, Epidemic etc over which bidder has no control, the transporter will inform BHEL immediately. Any delay in delivery of consignments due to the above reasons shall be duly considered by BHEL on representation, with documentary proof by the transporter. It is clarified that mechanical failure shall not come under force majeure.