

Civil, Structural & Architectural
works of Roads & Drains Package
at **1X800 MW Darlipali Super
Thermal Power Project, Stage-II**

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Civil, Structural & Architectural works of Entire Plant Road & Drain (Including Priority Roads & Drains & Excluding CHP-AHP), Workers' Rest Room (RCC + Truss), Parking sheds, Covered Steel Shed, Boundary Wall (Pre-Cast RCC), Dismantling of existing boundary wall, Watch Tower (RCC), etc. **(Excluding Cement, Reinforcement Steel & Structural Steel unless noted otherwise)** at **1X800 MW Darlipali Super Thermal Power Project, Stage-II**

BHARAT HEAVY ELECTRICALS LIMITED

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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Chapter - I: PROJECT INFORMATION

1.0	PROJECT INFORMATION	
Sl. No.	Description	Details
1	Project Title	1X800 MW Darlipali Super Thermal Power Project, Stage-II
2	Customer	M/s NTPC LIMITED
3	Location	Darlipali Super Thermal Power Station is located in Sundargarh District of Odisha. Sundargarh is connected to all major towns in Odisha by road. The latitude and longitude of the project are 21°55'00" (N) 83°53'35" (E) respectively.
4	Nearest Airport	The nearest commercial airport, Veer Surendra Sai Airport Jharsuguda, is about 40 Km from the project site.
5	Access By Road/Rail/Major Cities	It is connected to Rourkela and Sambalpur by State Highway SH-10. The Project is located north of Raigarh – Jharsuguda National Highway, NH-200 and is approachable from Gandhi Chowk (near Brajarajnagar) through 15 Km long road. Nearest major town is Jharsuguda, located at a distance of 25 Km from the project. The nearest Railway Station is Brajarajnagar at 20 Km on SEC Railway.
6	Temperature	Climatological data from nearest observatory is placed as per Technical Specification of Darlipalli is attached as Annexure-II
7	Seismic Zone	As per Technical Specification of Civil Works Seismic Design Criteria attached as Annexure-E
1.1	INSTRUCTIONS TO BIDDERS	
1.1	The Bidder shall visit project site and acquire full knowledge and information about conditions prevailing at site and in & around the plant premises, together with site conditions, transportation routes, various distances, all the statutory, obligatory, mandatory requirements of various authorities and all information that may be necessary for preparing the bid and entering into the Contract. All costs for and associated with site visits shall be borne by the bidder.	
1.2	Other contractors would be working in this area and their structures are to be protected. The material brought and stacked for construction should not make hindrance to other contractors.	
1.3	The information given herein is for general guidance and shall not be contractually binding on BHEL/Owner. All relevant site data /information as may be necessary shall have to be obtained /collected by the Bidder.	
1.4	The contractor, in the event of this work awarded to him, shall establish an office at site and keep posted an authorized, responsible officer with valid Power of Attorney for the purpose of the contract. Any order or	

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	instructions 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.	
1.5	No claim will be entertained by BHEL on ground of lack of knowledge and the contractor's rates shall be deemed to have taken this into account.	
1.6	Bidders may fix up their site visit in consultation with below mentioned contact person:	
	Name:	Shri Ramesh Babu Kolakaluri
	Designation:	Addl GM (Project Director -Darlipali)
	Email:	kramesh.babu@bhel.in
	Ph no:	7077728548

Note: - The bidder is advised to visit and examine the site of WORKS and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into the CONTRACT. All costs for and associated with site visits shall be borne by the bidder.

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2.0	Scope of Works:
2.1	Civil, Structural & Architectural works of Entire Plant Road & Drain (Including Priority Roads & Drains & Excluding CHP-AHP), Workers' Rest Room (RCC + Truss), Parking sheds, Covered Steel Shed, Boundary Wall (Pre-Cast RCC), Dismantling of existing boundary wall, Watch Tower (RCC), etc. (Excluding Cement, Reinforcement Steel & Structural Steel unless noted otherwise) at 1X800 MW Darlipali Super Thermal Power Project, Stage-II
2.2	The brief scope of work is as follows:
2.2.1	The broad scope of Main Power Block#2 work includes (but not limited to) civil, structural & architectural works including levelling and grading & ACC of the following areas/facilities: 1. Entire Plant Road & Drain (Including Priority Roads & Drains & Excluding CHP-AHP) 2. Workers' Rest Room (RCC + Truss) 3. Parking sheds 4. Covered Steel Shed 5. Boundary Wall (Pre-Cast RCC) 6. Dismantling of existing boundary wall 7. Watch Tower (RCC) 8. Any other misc. works.
2.2.2	Site Fabrication & Erection works: 1. Parking Sheds 2. Covered Sheds 3. Any other miscellaneous structure. Note: Hard crusting (with 230 mm thk WBM/Paver block of 100 mm thick) of fabrication and pre-assembly area shall be done by contractor before commencement of fabrication activity at site, no extra payment shall be made to contractor against the same.
2.3	BHEL at its discretion may include other area works limited to 15% of awarded contract value, which are not mentioned in above scope of works. Contractor shall execute such works as desired and as directed by BHEL Engineer. The item rates & contract conditions shall remain unchanged for such works.
2.4	The work under this contract shall be carried out as per BOQ Cum Rate Schedule and in compliance of tender conditions including technical specifications and approved drawings/ documents.
2.5	General:
2.5.1	Providing all incidental items not shown or specified but reasonably implied or necessary for the successful completion of the work in accordance with contract.
2.5.2	The drawings enclosed with this tender are intended to give the tenderer a general idea of the type and extent of work involved. The drawings are as such only indicative and not to be considered as the exact construction drawings.

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2.5.3	Further this is to be noted that the drawings and the documents furnished along with this specification are the sole property of BHEL. It must not be used directly or indirectly in any way detrimental to the interest of the company.
2.5.4	Furnishing all labor, materials, supervision, construction plans, equipment, supplies, transport, to and from the site, fuel, electricity, compressed air, water, transit and storage insurance and all other incidental items and temporary works not shown on specified but reasonably implied or necessary for the proper completion, maintenance and handing over the works in accordance with the stipulations laid down in the contract documents and additional stipulations as may be provided by the Engineer during the course of works.
2.5.5	All the works areas shall be adequately flood lighted to the satisfaction of the Engineer-in-Charge when the work is in progress during the night shifts. LED flood lights and mobile tower lights shall be installed for proper illumination at night to ensure safe and serious working.
2.5.6	Drawings showing enough details for the construction as per the specification shall be furnished to the contractor in a phased manner as far as possible. Planning and RFC Drawings shall be issued progressively as per site requirement. Agency has to plan and execute the works in close co-ordination with BHEL EIC. Agency shall deploy experienced engineer/agency for evaluation of BOM from the drawings for further review/approval by BHEL Engg. /EIC time to time well in prior of starting a new work area at site
2.5.7	All necessary arrangement for safety like Hard Barricading around deep structures with scaffolding pipes and providing of safety net on the slope of excavated area is in contractor's scope. Contractor shall comply with all safety requirements as per statutes, BHEL and Customer specifications as applicable for execution of works. Safety rules and guidelines of BHEL and Customer are provided elsewhere. The contractor shall also deploy PVC/MS barricading with fluorescent stickers mentioning agency's name in addition to the hard barricading with proper signages as instructed by BHEL.
2.5.8	The Customer may depute their representative for checking and supervision of important stages of work based on Field Quality Plan. The contractor shall be required to provide all facilities for inspection of works at no extra cost to BHEL. Any defect in quality of work or deviations from drawings / specifications pointed out during such inspection shall be made good by the contractor in the same way as if pointed out by the BHEL Engineer, without any cost implication to BHEL.
2.5.9	Giving all notices, paying all fees, taxes etc., in accordance with the general conditions of contract, that is required for all works including temporary works.
2.5.10	<u>Royalty & other fees:</u> Royalty challan and statutory documents shall be submitted along with RA Bills for processing of Bills. In the event of non-availability of royalty/statutory documents along with RA Bill, BHEL site at its discretion may opt to withhold relevant amount from the running RA Bills and process the bill further to maintain proper cash flow and continuity of work. The Contractor shall pay and indemnify the Employer against any default in payment of Royalties or Seignorage Fee or Cess or other charges by the Contractor or the agency from which the Contractor purchases soil/earth, sand, stone/aggregates, metals, minerals or minor minerals.

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	In the event of there being a statutory increase in the rates of royalty charges/fresh levy of royalty on materials, the same shall be reimbursed to the Contractor upon submission of original challan by him of having made the payments at revised rates. In the event of there being a decrease in such rates, the same shall be recovered from the Contractor. The base date for calculating the increase or decrease shall be the rate as on seven (7) days prior to the date of Techno-commercial (Envelope-I) bid opening. The total reimbursement (positive or negative) as specified above, to be paid or recovered, shall however be calculated on the quantity of materials actually accepted for payment), whichever is less, and on the basis of documentary evidence of Govt. Notification. However, the Contractor will settle claims, if any, on account of over charge by the State Authorities. ROYALTY/ SEIGNIORAGE CHARGES FOR EXCAVATION INSIDE PROJECT PREMISES - The contract price shall be excluding Royalty for excavation inside Project premises, if any. The Bidder need not quote for the same in his price. - Royalty/ seigniorage charges (if any) for excavation inside project premises, if it becomes applicable, as per Odisha Notification shall be reimbursable to the bidder by BHEL for the quantum of earth work done on submission of necessary documentary evidence as proof of payments/ challans as required by BHEL for reimbursement by the contractor for making such payments as per statutory provisions and this reimbursement shall be over and above the contract price. If there is a demand by statutory bodies at a later date from the contractor for payment of royalty for excavation inside project premises the same will be reimbursed to the contractor at actual against submission of documentary evidence and any penalty levied by the statutory bodies in this regard will be to contractor's account.
2.5.11	Carrying out topographic survey of the Scope area and establish levels and coordinates at suitable intervals from existing grid levels and coordinates furnished by the owner established bench marks, setting out the locations and levels of proposed structures, constructions and marking of reference pillars and other identification works etc., The contractor shall provide the owner/BHEL such a assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used. It is the responsibility of the contractor to deploy experienced surveyors well acquainted with latest versions of auto-cad for correct plotting and representation of line, levels, contours and co-ordinates, auto-cad drawings for civil works. The contractor shall take all precautions to maintain same levels of all civil structures with respect to the Bench Mark Pillars (installed by BHEL). For works on emergency basis/ special assignments as per project requirement under the instruction of BHEL EIC, the agency shall deploy the surveyor with no extra cost to BHEL.
2.5.12	Arranging for joint checking (with BHEL / BHEL's Customer / Consultant) of all site construction activities Preparation of joint protocols for each & every activity and maintaining quality records for audit/inspection as per approved FQP by BHEL.
2.5.13	Medical/First aid center/medicine purchased for emergency/Doctor purpose along with ambulance services with fuel and operator (round the clock) shall be arranged by BHEL for handling medical emergencies. Cost against these facilities shall be distributed / shared among the vendors working in Project site proportionately based on contract value.

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	However, till the time BHEL is arranging first aid arrangements & ambulance as said above, the contractor to suitably arrange for necessary emergency/first aid facilities for their personnel.
2.5.14	The complete works shall be carried out as per BOQ cum Rate schedule. If any work covered in the scope of contract cannot be executed using items available in BOQ, additional / extra items shall be made and rates for such items shall be worked out as per GCC clause 2.15.7. However, contractor shall be bound to execute all the works under the scope of the contract and decision whether an extra item is applicable or not, shall be taken by BHEL Engineer which will be binding on the contractor.
2.5.15	Any activity which is necessarily required for satisfactory execution of any item of BOQ in line with technical specifications shall be deemed to be included in BOQ item even if it is not described in the item description and no extra payment shall be made against such activity.
2.5.16	Contractor shall take up housekeeping activity on regular basis to keep the site clear of rubbish/ debris.
2.5.17	All necessary inputs with respect to all the changes carried out during the execution, for preparation of 'As built Drawings' to be submitted by Contractor to BHEL for submitting the 'As Built drawings' to BHEL's customer.
2.5.18	The necessary precautionary measures shall be adopted by the contractor to prevent water logging in the area, while carrying out the site works. Dewatering as required in the project area shall be done by the contractor.
2.5.19	Contractor shall ensure at all times that his work area & approach/ access roads are free from accumulation of water, so that the materials are safe and the erection/ progress schedule are not affected. No separate claim in this regard shall be admitted by BHEL. No separate payments for dewatering of surface water or catchments water, if required, at any time during execution of the work including monsoon period shall be considered by BHEL. Dewatering required for control of sub-soil water for construction of various foundations for the package shall be paid under relevant item(s) available in the BOQ cum rate schedule. Dewatering shall be planned and continued till backfilling is completed. For discharge of sub-soil water/ rain water, a suitable piping system with pumping arrangement shall be provided by the contractor with prior approval of BHEL/ Customer as per instruction of BHEL Engineer in-charge. Contractor has to deploy dewatering diesel driven pumps/ DG sets of suitable capacity to take care of any exigencies in case of power disruption to the electrical driven dewatering pumps.
2.5.20	Documentation and Reporting: The Contractor shall maintain accurate records of material supplies, including delivery challans, invoices, and stock registers. These records shall be submitted to BHEL on monthly basis maintaining proper format of records in consultation with BHEL site.
2.5.21	Quantity Assessment of Supply Items: - Supply of BOI material shall be based on assessment of the project status/requirement and shall be done only after written clearance of BHEL's Engineer-In-Charge. The supply quantities shall be calculated based on available drawings and work fronts. Contractor shall be the custodian of the BOI supplied items. In case, contractor fails to execute/install/fix/etc. the BOI items for recorded reasons, the contractor shall be liable to handover the materials in good usable condition to BHEL Stores. Further, if the contractor denies to/doesn't

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	handover the materials on the instruction of BHEL-In Charge, payment made against such supplies shall be recovered from the contractor. The decision of Engineer-In-Charge Shall be final and Binding to the contractor.
2.5.22	Reconciliation of Supply: The final quantities of BOI materials supplied shall be reconciled upon the final execution of the total scope of work. The measurement against supply portion shall be reconciled after final execution of total work and the actual executed quantities as per BOQ items shall be considered for final measurement for recording in measurement book.
2.5.23	The contractor has to intimate, share atleast two months in advance regarding any quantity variation in BOQ items for review by BHEL.
2.6	Tentative Technical Staff Requirement:
2.6.1	Required experienced Engineers and Supervisors in sufficient numbers for execution of the site works and other functions like quality, safety, store & purchase, material management, planning, finance, administration etc. are to be provided as per site requirement. However, tentative staff requirement is as below: <u>A – Civil Works</u> • Project Manager/ Project In charge – 01 Head with minimum 15 Years' experience in Industrial Construction Projects preferably in Power Plant Civil & Architectural Works etc. • Asst. Project Managers – 01 Heads with minimum 12 Years' experience in Industrial Construction Projects preferably in Power Plant Civil & Architectural Works etc. • Experienced Civil Engineers – 02 heads • Experienced Foreman / Supervisors – 4 heads <u>B – Structural Steel Fabrication & Erection works:</u> • Experienced Structural Fabrication & Erection Engineers – 02 heads • Experienced Foreman / Supervisors – 04 heads. <u>C- Common for Planning, Billing, Quality, Safety, Administration & Miscellaneous Works:</u> • Planning & Billing Engineers –02 heads (1 experienced head with 1 nos. engineer (for civil and structural works, preparation of BOM, maintaining DPRs, BOI procurement plan and overall execution plan vis-a vis financial plan and material requirements) • Stores, Gate Pass – 02 head • Accounts & Administration – 01 head • Quality Control Engineer– 04 heads (1 no. with minimum 8-10 years of experience and 03 nos. (1 nos. civil and 2 no. structural) with minimum 5 years of experience including relevant experience in NDT (Level-2 in RT, UT, LPI/MPI) & QA/ QC of Piping for contractor's scope of work at site. • Safety Engineer – As per HSE Plan • Surveyor – 02 head capable to handle total station

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- **Licensed Electrician, Mechanic** — Minimum 2 Nos.
- **Security Guards (Round the Clock)** – As per requirement.

Note:

1. **Dedicated deputation of Project-In-Charge, Planning & Billing Engineers, Quality Control Engineer, Safety Head** is must during the entire duration of execution.
2. **Contractor shall deploy such Technical Staff (as mentioned above) as per directions of BHEL Engineer within 07 days from the date of intimation from BHEL Site.**
3. **In case of non-compliance, penalty shall be imposed as decided by Engineer In-charge. Such penalty shall be deducted from the corresponding month's RA Bill (RA Bill of the month where technical staffs were not deployed as per BHEL's requirement.)**
4. **Maximum Penalty can be up to Rs. 1,00,000 per Man-Month (unless a higher penalty is mentioned in other part of tender document.)**
5. **Recovery can also be done on pro-rata basis as per no. of days of short deployment in the month.**

D – Tentative Breakup of Manpower Requirement for Civil & Structural Works:

Experienced Carpenters & Helpers	Approx. 50 nos.
Experienced Mason, Bar Benders & Helpers	Approx. 50 nos.
Experienced Erection Manpower including Fabricator, Rigger, Fitter & Helpers.	Approx. 50 Nos.
Other manpower like Painters, Supervisors, Operators, Helpers, etc.	Approx. 50 nos.
Total	Approx. 200 Nos.

Note: -

Manpower requirement shown in the above-mentioned list is peak period suggestive requirement only. Deployment of manpower shall be progressive to meet the project schedule. However, manpower mobilization schedule as mutually agreed in Monthly Progress Review(F-14) at site, shall be decided(increased/decreased) based on front availability, drawing availability and erectable target completion to meet project milestones without additional financial implication to BHEL.

2.6.2	Deputation of above man-power shall be jointly decided at site in line with construction Schedule. In case of any dispute, the decision of BHEL shall be final binding on you.
2.6.3	Engineer/ supervisor for other functions like store & purchase, material management, finance, administration etc. are to be provided as per site requirement and not considered in above list.
2.6.4	BHEL reserves the right to reject or approve the list of personnel proposed by the contractor. The persons whose bio-data have been approved by BHEL will have to be posted at site and deviation in this regard will not be permitted unless specific & reasonable justification is made.

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2.6.5	In addition to above, a well experienced qualified engineer to be designated, as ‘Project Co-coordinator’, shall be deployed by the contractor. Such engineer shall have adequate exposure on the job and shall remain fully involved in all planning activities, guidance etc. to contractor’s own team during the complete execution period of contract. The contractor shall not transfer/shift areas for the deployed staff without prior permission of BHEL.
2.7	VOID
2.8	Field Quality Assurance:
2.8.1	The contractor shall be responsible for day-to-day quality checks for civil, structural and architectural works including concrete and other building materials in line with approved Field Quality Plan (FQP) and Manufacturing Quality Plan (MQP) during the progress of work. All quality records and log sheets shall be maintained as per the requirement of BHEL/CUSTOMER and as per FQP/MQP approved by BHEL/CUSTOMER.
2.8.2	<u>Setting Up of Laboratory Works:</u> Initially, the contractor shall arrange for civil quality laboratory setup with minimum required testing facilities for his own scope of work. Subsequently, BHEL shall set up centralized civil quality laboratory in the close vicinity of the work site wherein test shall be performed for all civil contractors working for the project. The centralised civil lab building shall be constructed by BHEL with required latest testing equipment. Sampling of all construction materials, cube casting for concrete (required number of cubes to be arranged by contractor), etc. shall be carried out by contractor, transported to the laboratory and handed over to the service provider of the centralized laboratory for routine testing and documentation. All field test like slump test (at batching plant/ field), soil test for compaction (MDD), test for road work, etc. shall be carried out by the contractor without any extra cost to BHEL. In case, third party testing related to the scope of work is required to be conducted for any reason whatsoever, shall be arranged/conducted by the contractor without any extra cost to BHEL. Contractor shall depute their representative QA/QC Engineer and Supporting Staff at site/lab during testing and documentation, etc. for satisfactory conductance of the routine test. In view of above scope matrix for the routine testing, contractor does not absolve from their responsibility for satisfactory performance of the work done as per terms and conditions of the contract. However, after completion of centralized civil laboratory by BHEL, all tests shall be performed at the centralized place only. <u>Documentation and Reporting</u> The contractor shall maintain a dual documentation system, encompassing digital and physical formats. This includes test requests, sample records, test data sheets, equipment logs, calibration records, non-conformance reports, and corrective action reports.

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	• Digital Records: Maintained through the online system, with regular backups and security measures. • Physical Records: Properly filed and stored in the laboratory for easy verification. Daily test reports must be submitted in prescribed formats via the online system and in hard copy, supplemented by weekly summaries and monthly progress reports. All necessary files, papers, consumables, and stationery required for laboratory documentation shall be provided by the bidder. Confidentiality must be strictly maintained, with all data and information secured and not shared or removed without prior written permission from BHEL. <u>Testing Standards and Calibration</u> All testing services shall be conducted in strict compliance with BHEL/ customer-approved Field Quality Plans (FQPs) and relevant standards, including Indian Standards (IS), ASTM Standards, or other specified international standards. Testing methodologies must adhere to prescribed procedures, ensuring accuracy and precision in results. The Service Provider shall maintain all necessary reference standards, the latest IS codes, ASTM standards, testing manuals (in soft copy), and calibration certificates at the laboratory. Equipment calibration shall be regularly conducted through NABL-accredited laboratories, ensuring traceability of measurements.
2.8.3	Experienced QA/QC engineers/ Lab Technician/ Lab Assistant shall be arranged by contractor for their scope of work. CV with a covering letter from the Contractor (certifying that the candidate has been interviewed and all supporting documents verified) in line with the requirements along with copy of proof of identity and address, academic and professional qualifications and experience shall be submitted to BHEL for approval before deployment to project site. Interview (Physical/telephonic/Video Conferencing) shall be conducted by BHEL before acceptance / approval of the personnel, if so desirous. Verification of certificates of selected candidates from concerned institutions/board will be carried out by the Contractor (If required by BHEL) at the cost of the Contractor. Approval or Rejection of the candidates shall be sole discretion of BHEL and shall be binding on the Contractor. In case of rejection of any candidate by BHEL, Contractor shall submit the details of alternate candidates without any delays and no claim for compensation / time extension in this regard will be entertained. Post deployment approval shall not be permitted nor any deviation accepted. The candidate shall be required to produce all original certificates for verification purpose. Any mismatch will render to the rejection of candidate The following modality shall be followed for the above: - a) The Quality Manpower shall report directly to BHEL Project Site Quality Head. b) Contractor shall deploy only skilled and highly experienced personnel and seek prior approval of BHEL-Region Quality Department before deployment. e) Periodic examination of deployed quality manpower functioning shall be conducted by BHEL-Region Quality Department.
2.8.4	Initially Mix design for concreting shall be provide by BHEL, based on Mix Design Report Contractor shall conduct trial mixes. The approved design mix shall be followed by the bidder. However, in case any mix design is required to be carried out due to change in brand of cement/change

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	in source of raw materials during any stage of the project, the same shall be in bidder's scope and to be carried out from NCCBM / IITs / NITs / other reputed laboratories approved by CUSTOMER/BHEL. Contractor has to ensure adding of high grade PCE based admixture to minimize the cement content in line with ASTM C 494 as advised by BHEL time to time without any additional cost.
2.8.5	All other tests related to MDD for backfilling, road sub-base, etc, slump, cube for concrete and mortar, water, etc have to be carried out by the contractor from above mentioned laboratories as advised by BHEL/Customer without any extra cost to BHEL.
2.8.6	The following specifications of PCE-type high performance super plasticizer shall be used for concrete works as per BOQ item.
2.8.6.1	High performance super plasticizer PCE-based water reducing admixture of Type-G/F as per ASTM C-494 of approved make FOSROC/STP/SIKA/BASF or Equivalent having minimum water reduction capability of 30%. The performance compliance of the Super-plasticizer should be ensured based on the following tests: a) Marsh cone test for optimum dosage of admixture with specific brand of cement. b) Slump retention test of concrete. c) Water reduction capability test by doing trial mix. d) Rheological properties of fresh concrete on trial mix.
2.8.7	In case ambient temperature is greater than 32 Degree Celsius, Placement temperature should be controlled with necessary temperature correction of concrete by introducing Chiller Plant along with Batching Plant or by adopting ice concrete. If ice is used, the ice water source test report shall be provided for review and approval of BHEL/Customer prior to use. (Note: -Contractor may make alternative arrangement for temperature control of fresh concrete.)
2.9.0	Fabrication & Erection Clause:
2.9.1	The work to be carried out at quoted / accepted rates by the Contractor under the scope of these specifications covers the complete work of handling, loading and transporting of materials from project stores sheds / storage yards to site of erection or preassembly yard and unloading at pre-assembly area/erection site, checking, cleaning chipping and levelling of foundations, providing packers and shims/pre-assembling of equipment at the preassembly yard, inspection, minor rectification, preservation, erection, levelling, and other adjustments, cutting, edge / surface preparation, welding, fixing, grinding, wherever needed (as and where required). Bidder must acquaint himself to the locality and power station and the planning must be in line with the clear understanding that the project is inside an existing unit and all procedures and norms of the land/owner has to be followed. No delay/justification shall be accounted due to above.
2.9.2	The works to be performed under this contract consist of providing all labour, supervision, material, scaffolding, construction equipment's, tools and plants, temporary works, supplies including Consumables, transportation and all incidental items not shown or specified but reasonably implied or necessary for the proper completion of work in all respects. Testing of all materials etc. are included on the rates of items of work. Works shall be carried out only with approved structural erection drawings.

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	The unit rates shall include all resources, consumables, equipment, fixtures, labour, construction plant, temporary works and everything whether of permanent or temporary nature necessary for the completion of job in all respects.
2.9.3	The bidder should fully apprise himself of the prevailing conditions at the proposed site, climatic conditions including monsoon pattern, local conditions, soil strata and site-specific parameters and shall include for all such conditions and contingent measures in the bid, including those which may have not been specifically brought out in the specifications.
2.9.4	The quantities indicated in the tender specification are approximate and are liable for variation at the discretion of BHEL. The work executed shall be measured and priced as per the unit rate arrived at for each work area as mentioned in the relevant clauses.
2.9.5	Supervisors / Engineers, consumables etc., required for the scope of work shall be provided by the contractor. All the expenditure including taxes and incidentals in this connection will have to be borne by agency unless otherwise specified in the relevant clause. The contractor's quoted rates should be inclusive of all such contingencies.
2.9.6	It shall be specially noted that, the contractor may have to work round the clock (24x7) or may have to deploy additional manpower/resources to achieve the completion schedules / plans / targets during the entire course of erection and commissioning works, which may involve considerable expenses including overtime. Hence contractor's quoted rate shall take into consideration of all expenses that will be incurred for such arrangement of personnel including labours, engineers / supervisors, T&Ps etc. Time is the essence of contract. Night shift working is envisaged for works not hazardous in nature with due permission of BHEL like- Erection works at low heights, Material shifting, Preassembly works etc.
2.9.7	The terminal points can be inferred from the relevant drawings and any further clarifications can be obtained/decided by BHEL and that is final and binding on the contractor for deciding the scope of work and effecting the payment for the work done up to the terminals. Carrying out work as per the specification between equipment constituting terminal points, whether the terminal equipment fall within the scope of work/specification, contractor shall carry out the terminal joints at either end.
2.9.8	The work shall conform to dimensions and tolerances given in various drawings and quality manuals provided by BHEL. 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 bill towards expenditure incurred including BHEL's overhead charges (5%).
2.9.9	No member of the already erected structure/ platform, pipes, grills, platform, other component and auxiliaries should be cut without specific approval of BHEL engineer. In case it is necessary to cut, the contractor shall take prior approval of BHEL. If approved, after completion of work the contractor rectify / repair in a manner acceptable to BHEL / Customer without any additional cost.
2.9.10	The storage yard is located inside/outside the plant boundary of the plant premises at multiple locations which shall be intimated during course of work. All materials have to be transported from storage yard to construction area by the contractor at his own cost, using own Pick & Carry Crane (Farana) , crane and trailer.

TECHNICAL CONDITIONS OF CONTRACT (TCC) **Chapter – II: SCOPE OF WORKS**

2.9.11	VOID
2.9.12	During the course of erection, certain rework / modification / rectification / repairs / fabrication etc will be necessary on account of feedback/revision from various relevant sources, and also on account of design discrepancies/ alterations, manufacturing defects, site operations/ maintenance requirements. This will also include modifications / re-works suggested by BHEL / customer / other inspection group. Contractor shall carry out such rework / modification / rectification / fabrication / repairs etc promptly and expeditiously.
2.9.13	The scope of work covered under this specification is of highly sophisticated nature, requiring the best quality workmanship, engineering and construction management including high standard safety management (as per relevant clause of tender document) and green belt management (Project Management, HSE & Quality etc.). The contractor should ensure successful and timely completion of the work. The contractor must have adequate quantity of tools, construction aids, equipment etc., in his possession. He must also have on his rolls adequately trained, qualified and experienced supervisory staff and skilled personnel. The manpower deployment identified by contractor shall match with above scope of works. (Refer HSE Manual). Contractor shall execute the work as per sequence and procedure prescribed by BHEL at site. The erection manuals which are available with BHEL site office are to be referred for compliance and guidance before taking up the work. Any failure to comply with the above might lead to rework and the cost for the same shall be borne by the contractor only. BHEL engineer, depending upon the availability of materials, fronts etc., will decide the sequence of erection and methodology. No claims for extra payment from the contractor will be entertained on the grounds of deviation from the method/sequence of erection adopted in erection of similar jobs or for any reason whatsoever.
2.9.14	Furnishing samples of all materials required by the engineers for testing/inspection and approval for use in the works. The samples may be retained by the engineer for final incorporation in the works.
2.9.15	Furnishing test reports for the products used or intended to be used, if called for the specifications or if so desired by the engineer.
2.9.16	Giving all notices, paying all fees, taxes, statutory clearances/license/Certificates (like T&P load test, etc), etc., in accordance with the general conditions of contract, that is required for all works including temporary works is in the scope of bidder.
2.9.17	Arranging manufacturer's supervision for items of work done as per manufacturer's specifications when so specified.
2.9.18	The contractor shall provide the owner/BHEL such an assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used.
2.9.19	Providing all incidental items not shown or specified but reasonably implied or necessary for the successful completion of the work in accordance with contract.
2.9.20	Arranging for joint checking (with BHEL / BHEL's Customer / Consultant) of all site construction activities Preparation of joint protocols for each & every activity and maintaining quality records for audit/inspection as per approved FQP by BHEL.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: SCOPE OF WORKS

2.9.21	Contractor shall set up suitable guarded storage facilities. The plant is under operation and open land (very limited space) for storage shall be provided by BHEL on free of cost basis as per availability. You shall maintain one centralized fenced store cum bar bending yard. Contractor shall ensure the Storage of only those material at site which will be erected/Pre-assembled within 10 days OR as directed by BHEL Engineer. Any wastage due to lapse of storing shall be debited to contractor with 5% overhead.
2.10	HEIRARCHY:
2.10.1	In case of any conflict/deviations amongst various documents, the order of precedence shall be as follows: 1.Items Description in BOQ Cum Rate Schedule 2.Technical Conditions of Contract (TCC) 3.Customer's Technical Specifications (Section-C) 4.BHEL's Standard Specification (Section-D)

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – III: FACILITIES IN THE SCOPE OF CONTRACTOR/BHEL (SCOPE MATRIX)

Sl. No	Description PART I	Scope		Remarks
		BHEL	Bidder	
3.1	Establishment:			
3.1.1	For Construction Purpose:			
a	Open space for office (as per availability inside project premises)	Yes		Location will be finalized after joint survey with owner.
b	Open space for storage (as per availability inside project premises)	Yes		Location will be finalized after joint survey with owner.
c	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	
d	Bidder's all office equipment, office / store / canteen consumables		Yes	
e	Canteen facilities for the bidder's staff, supervisors and engineers etc.		Yes	
f	Firefighting equipment like buckets, extinguishers etc.		Yes	
g	Fencing of storage area, office, canteen etc. of the bidder		Yes	
3.1.2	For living purpose of the bidder:			
a	Land for Labour colony.	Yes		
b	Centralized Labour Colony with internal roads, sanitation, in compliance of Standard Guidelines issued by BHEL and statutory compliances.	Yes		BHEL shall provide Labour Sheds in line with Clause No 3.11 of TCC
3.2	Electricity:			
3.2.1	Electricity for construction purposes (for Site/Project works only) 3 Phase 415/440 V			
a	Single point source	Yes		Construction power shall be provided by BHEL free of cost at one point near the site at a distance of approx. 500M.
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – III: FACILITIES IN THE SCOPE OF CONTRACTOR/BHEL (SCOPE MATRIX)

Sl. No	Description PART I	Scope		Remarks
		BHEL	Bidder	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.2.2	Electricity for office, stores, canteen etc. of the bidder			
a	Single point source		Yes	Contractor has to make his own arrangements
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.2.3	Electricity for living accommodation of the bidder's staff, engineers, supervisors, labour Hutment etc.			Contractor has to make his own arrangements
a	Single point source		Yes	
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Payment/Duties and deposits including statutory clearances if applicable		Yes	
3.3	Water Supply:			
3.3.1	For construction purposes:			
a	Making the water available at single point	Yes	Yes	Refer Clause 3.14- Construction water
b	Further distribution as per the requirement of work including supply of materials and execution.		Yes	
3.3.2	Water supply for bidder's office, stores, canteen etc.			Contractor has to make his own arrangements
a	Making the water available at single point		Yes	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.3.3	Water supply for Living Purpose			Contractor has to make his own arrangement
a	Making the water available at single point		Yes	

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – III: FACILITIES IN THE SCOPE OF CONTRACTOR/BHEL (SCOPE MATRIX)

Sl. No	Description PART I	Scope		Remarks
		BHEL	Bidder	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.4	Lighting			
a	For construction work (supply of all the necessary materials) 1. At office/storage area 2. At the preassembly area 3. At the construction site /area		Yes	
b	For construction work (execution of the lighting work/ arrangements) 1. At office/storage area 2. At the preassembly area 3. At the construction site /area		Yes	
c	Providing the necessary consumables like bulbs, switches, etc. during the course of project work		Yes	
d	Lighting for the living purposes of the bidder at the colony / quarters		Yes	
3.5	Communication facilities for site operations of the bidder			
a	Téléphone, fax, internet, intranet, e-mail etc.		Yes	
3.6	Compressed air wherever required for the work		Yes	
3.7	Demobilization of all the above facilities		Yes	
3.8	Transportation			
a	For site personnel of the bidder		Yes	
b	For bidder's equipment and consumables (T&P, Consumables etc.)		Yes	
3.9	Fabrication & Erection Facilities			
3.9.1	Engineering works for construction:			
a	Providing the erection/constructions drawings for all the equipment covered under this scope	Yes		
b	Drawings for construction methods	Yes	Yes	In consultation with BHEL

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – III: FACILITIES IN THE SCOPE OF CONTRACTOR/BHEL (SCOPE MATRIX)

Sl. No	Description PART I	Scope		Remarks
		BHEL	Bidder	
c	As-built drawings where ever deviations observed and executed and also based on the decisions taken at site		Yes	Changes are to be marked in drawing & handed over to BHEL on completion of work.
d	Shipping lists etc. for reference and planning the activities			Not Applicable
e	Preparation of site construction / erection schedules and other input requirements as per Form-14.	Yes	Yes	In consultation with BHEL
f	Review of performance and revision of site construction / erection schedules in order to achieve the end dates and other commitments	Yes	Yes	In consultation with BHEL
g	Weekly construction / erection schedules based on Sl. No. e		Yes	In consultation with BHEL
h	Daily work plan based on Sl. No. g		Yes	In consultation with BHEL
i	Periodic visit of the senior official of the bidder to site to review the progress so that works is completed as per schedule. It is suggested this review by the senior official of the bidder should be done once in every two months.		Yes	
j	Preparation of preassembly bay		Yes	
k	Laying of racks for gantry crane if provided by BHEL or brought by the contractor /bidder himself		Yes	

3.10	Land/Open Space:
3.10.1	Availability of land within plant boundary is very limited and the contractor has to plan and use the existing land considering the use of land by other Civil /mechanical/ electrical contractors and the storage of plant machineries and materials. The existing land shall be shared by all erection agencies. BHEL shall provide free of charge limited open space for office, storage shed and laydown area as and where made available by Customer. It is the responsibility of the contractor to construct sheds, fabrication yard, establish batching plant, provide all utilities and dismantle and clear the site after completion of work or as and when required, as a part of his scope of work.
3.11	Labour and Staff Colony:
3.11.1	BHEL shall provide Labour Shed (upto 2 Nos.) for approx. 250 labours (125 labours per shed) on chargeable basis in line with the contractor's mobilization plan. Contractor shall intimate mobilization plan for labours and BHEL shall allot labour shed accordingly.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – III: FACILITIES IN THE SCOPE OF CONTRACTOR/BHEL (SCOPE MATRIX)

	The labour shed shall be provided on land arranged by BHEL. Each labour shed shall be equipped (one time only) with beds and mattresses, electrical wiring and fittings for electricity distribution, toilets, sanitary fittings, internal piping, and other necessary facilities. These sheds will be handed over to the contractor for use during the execution period. The contractor shall ensure dismantling of labour shed within reasonable time of completion of work or as directed by BHEL Engineer in Charge and no extra payment shall be made in this regard. The contractor will be responsible for the maintenance and upkeep of the labour sheds and all the facilities provided by BHEL. Additionally, common expenses related to monthly maintenance, repair of common areas, security guards, electricity, water, cleanliness, etc shall be shared among all agencies availing the facilities in the labour colony on a prorated basis, as directed by BHEL. The cost of each labour shed is Rs 65.00 Lakhs. This amount (on the basis of sheds handed over to contractor) will be recovered progressively from the contractor R A Bills at a rate of 15% of the gross RA Bill amount from each running bill until the full cost is recovered. Ownership of the labour sheds will be transferred to the contractor once the full amount is recovered. The contractor shall be allowed to take away the labour shed with prior permission of BHEL Engineer in Charge. Contractor shall ensure establishment & maintenance of workmen/labour colony in line with BHEL layout drawings & Guidelines (As per Annexure A - Standard Guidelines for Worker's Accommodation / Establishments at BHEL-Project Sites). In the event BHEL is unable to provide the labour sheds, the contractor will be responsible for arranging suitable labour accommodation in compliance with the stipulated guidelines and drawings. Any additional facilities required for the scope of work must be arranged by the contractor at their own cost.
3.11.3	BHEL shall construct Medical Centre (24 x7 working), well finished & furnished, of approx. 150sqm in the labour establishment area for the workmen with ambulance at workmen establishment. Payments for medical staffs such as doctors, nurse, ambulance services, consumables, medical beds/emergency medical equipment/first aid instruments/devices & running medicines shall be shared/distributed among the availing agencies as decided by BHEL site.
3.11.4	Providing and maintaining facilities for safety, welfare, drinking water and sanitation, hygiene, biennial health check-up etc. for construction workers at their workplaces as well as at labour & staff colonies.
3.11.5	Any other development and maintenance of above facilities for construction workers deployed by the Contractor shall solely rest with the Contractor.
3.12	Installation of necessary amenities and temporary infrastructure for construction activities at Project site locations.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – III: FACILITIES IN THE SCOPE OF CONTRACTOR/BHEL (SCOPE MATRIX)

	Following are the minimum amenities to be provided by the bidder within the quoted price including removal/disposal of the same in environment friendly manner after its intended use/completion of scope of work: - Labour rest sheds near work spot. (Minimum 01 Nos. Rest shed shall be constructed by contractor as per approved drawings within 03 months from the date of start of work). - Canteen facility creation. - Drinking water facility. - Labour Bio toilets near work spot in sufficient nos. with regular cleaning & maintenance arrangement. Exclusive arrangement of Bio toilets to be made at site for ladies - Labour colony should have all hygienic condition, dining hall, toilets, proper sewerage system, good drinking water arrangements.
3.13	Construction Power:
3.13.1	Construction power (three phase, 415 V/ 440 V) shall be provided by BHEL free of cost at one point near the site at a distance of approx. 500M within 06 months from the date of start of work. Further, distribution shall be arranged by the contractor at his own cost and services. However, contractor has to deploy DG Sets to meet power requirement in case of delay in availability of single source or any kind of power interruptions during the course of the project at no extra cost to BHEL. If any other voltage level (other than normally available) is required, the same shall be arranged by the contractor from power supply as above. Contractor shall be responsible for fulfilment of all requirements including statutory requirements in this regard.
3.13.2	Contractor shall deploy and install required energy meter, cables, fuses, distribution boards, switchboards, bus bars, earthing arrangements, protection devices and any other installation as specified by statutory authority/act. Contractor shall also obtain approvals of appropriate authority and pay necessary fees, levies etc. towards the clearance of such installations, prior to use.
3.13.3	Sufficient power factor compensation equipment like capacitor shall be provided by contractor for reactive loads like welding machines etc. In case of any fine/penalty on account of low power factor, same shall be shared by contractor proportionately according to power consumption.
3.13.4	Contractor shall make necessary arrangements for onward distribution of construction power taking due care of surrounding construction activities like movement of cranes & vehicles, civil work, fabrication/construction/assembly/ erection etc. and safety of personnel. It may become necessary to relocate some of the installations to facilitate work by other agencies or by him.
3.13.5	It shall be the responsibility of the Contractor to provide, maintain the complete installation on the load side of the supply with due regard to the safety requirements at site. All cabling and installations shall comply in all respects with the appropriate statutory requirements. The installation and maintenance of this shall be done by licensed and experienced electrician.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – III: FACILITIES IN THE SCOPE OF CONTRACTOR/BHEL (SCOPE MATRIX)

3.13.6	While reasonable efforts will be made to ensure continuous electric power supply, interruptions cannot be ruled out and no claim from the Contractor shall be entertained on this account such as idle labour, extension of time etc. The Contractor shall adjust his working shift accordingly and deploy additional manpower, if necessary, so as to achieve the target.
3.13.7	Contractor to note that till construction power is made available by BHEL; contractor shall make his own arrangement like DG set etc. The contractor shall also take the approval/ permission of statutory authorities for his DG set installation. The Contractor has to make his own arrangement for the same as required to carry out the job under the scope of work within the quoted rate. Nothing extra shall be paid on this account of DG set up and running for construction and office, maintenance etc.
3.13.8	Contractor shall be well equipped with back-up power supply arrangement like DG set and diesel operated welding machine etc. to tackle situations arising due to failure of supplied power, so as to ensure continuity and completion of critical processes that are underway at the time of power failure or important activities planned in immediate future.
3.13.9	BHEL is not responsible for any loss or damage to the Contractor's equipment as a result of variations in voltage or frequency or interruptions in power supply.
3.13.10	The bidder will have to procure & install General mobile illumination system during construction right from start of his work. This system will include temporary pole lighting, portable lighting towers with DG back-up, within the quoted price. The illumination should be such that minimum illumination requirement as specified by Indian standards for general illumination is maintained.
3.13.11	Supply of electricity shall be governed by Indian Electricity Act and Installation Rules and other Rules and Regulation as applicable. The contractor shall ensure usage of electricity in an efficient manner and the same may be audited by BHEL time to time. In case of any major deviation from normally accepted norms is observed, BHEL will reserve the right to impose penalty as deemed fit for such cases.
3.14	Construction water:
3.14.1	Construction water shall be the responsibility of Bidder during all stages of construction. However, construction water may be provided by BHEL at one point on chargeable basis. Bidder shall arrange for further distribution/transportation to required location by their own. Charges for construction water shall be decided by BHEL, which shall be intimated during the execution stage.
3.14.2	The Contractor should make arrangements for storage of sufficient quantity of water required for work. The agency should also construct sumps (if required) of suitable size for storage of construction water as per their requirement for use in construction purposes.
3.14.3	Contractor to satisfy himself that the water drawn by him is fit for construction / consumption and adequately treat such water at his cost when it is not found fit for the said purposes. Necessary tests as per FQP to be carried out time to time and reports to be submitted to BHEL.
3.15.	RECORDS TO BE MAINTAINED AT SITE Record of Quantity of free/Chargeable items issued by BHEL must be maintained during contract execution. Also, reconciliation statement to be prepared at regular intervals.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – III: FACILITIES IN THE SCOPE OF CONTRACTOR/BHEL (SCOPE MATRIX)

	"The below mentioned Records/ Log-books/ Registers applicable to be maintained. a) Hindrance Register b) Site Order Book. c) Test Check of measurements. d) Steel and Cement Supply and Consumption Daily Register. e) Records of Test reports of Field tests. f) Records of manufacture's test certificates. g) Records of disposal of soil/ rock generated during and after the work completion. h) Records of disposal of scraps generated during and after the work completion. i) List of T&Ps and MMEs."
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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – IV: T&PS AND MMES TO BE PROVIDED BY CONTRACTOR

4.0 Tools and Plants:

Nos. of T&Ps to be deployed at site shall be decided w.r.t. monthly plan and review format (F-14) based on site requirement. Below given Nos. are tentative for planning purposes by the bidder.

Sl. No.	Description of T&P	Quantity
A	T&Ps for Civil Works	
1	Concrete Transit Mixer	04 Nos.
2	Batching Plant (30 Cum/Hr.) with Sufficient Capacity of Silos.	01 No.
3	Hydraulic Excavator /Poclain	02 Nos
4	Poclain with rock breaker arrangement	As per Requirement
5	Concrete Pump of Suitable Capacity with Sufficient lift in order to pour concrete at roof of Transfer Points	02 Nos.
6	Mini excavator with dozing blade and auger arrangements and mini bucket arrangements	As per Requirement
7	Back Hoe Loader (JCB)	02 Nos.
8	Dumper (with capacity 16 to 25 mt) However, may need more as per requirement.	4 Nos.
9	Concrete Boom placer min. 35m long	As per Requirement
10	Vibrators (electrical/diesel)	10 Nos.
11	Self-priming Dewatering pump of various capacity (Diesel/Electric) From 2 HP to 7.5 HP	05 Nos.
12	Curing / dewatering pump – 1.5 / 2 HP	5 Nos.
13	De-watering pump (diesel operated) – 50 HP & 10 HP	As per Requirement
14	Pneumatic rock breaker with jack hammer	As per Requirement
15	Ply Shuttering board with adequate scaffolding supporting structure – (Old steel shuttering plates will not be allowed).	As per requirement & as per the direction of Engineer In charge.
16	Farana crane (Required Capacity) *Note- Hydra is not allowed at project site	01 Nos.

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17	Trailer (min 20MT Capacity)	01 Nos.
18	Tractor mounted grader/ loader	As per requirement
19	Scaffolding Pipes, Clamps / Swivel Couplers (One/Two Way), Props, Jacks, Screw Heads, MS Pipes, Wooden Battens, Planks, Bullies, H Frames, Tie Rods with Nuts, Adjustable Achro Span (Considering Individual Areas)	Scaffolding Pipes with clamps– Min. 1500 Nos. for execution purpose for safety related other than Scaffolding Pipes – As per requirement.
20	Reinforcement bending machine	02 Nos.
21	Reinforcement cutting machine	03 Nos.
22	Plate compactor	02 Nos.
23	Earth Compactor- 3MT Capacity	01 Nos.
24	Total Station with prim and stand	01 Nos.
25	Auto level & staff	02 Nos.
26	Vibro roller	01 Nos.
27	Dozer (D-80) capacity	As per Requirement
28	Water Tanker with sprinkler attachment	02 Nos.
29	All equipment for area Lightning like LED/Halogen bulbs and Portable light Towers etc.	As per Requirement
30	Computer with printing/photocopy & CD writing facility	As per Requirement
31	Man lift crane of Minimum 20m reach	As per Requirement
32	DG Set of 125 KVA Capacity	01 No.
33	DG Set of 250 KVA Capacity	As per requirement
34	Fully mechanized paver fitted with electronic sensors	As per requirement
35	Reinforcement scrap straightening machine	As per requirement
36	Portable Welding machine	As per requirement
37	Builder Hoist	As per requirement
38	Electric winch 5T capacity	2 nos
39	Movable tower crane	As per requirement

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40	Plate vibrators for slab concrete	1 nos
41	T&Ps for hard rock blasting arrangements (controlled blasting)	As per Requirement
B	T&Ps for Structural Fabrication & Erection works	
1	150 MT Capacity Crawler Crane	NIL
2	75 MT Capacity Crawler/Tyre Mounted Crane	NIL
3	40/45 MT Capacity Tyre mounted Crane	01 No.
4	Tower Crane of 25 MT Capacity (<i>Tentative Specification: Height – Approx. 50m and Boom Length – Approx. 55m</i>)	As per requirement
5	Low bed trailer Low bed trailer with min 70-100 feet span_60 MT	As per requirement
6	Trailers with pulling unit_40 MT	As per requirement
7	Trailers with pulling unit_20 MT	01 Nos
8	Farana crane (Required Capacity) *Note- Hydra is not allowed at project site	02 No.
9	Gantry Crane for Fabrication Yard (60 T-1 no. & 40 T-1 no)	As per requirement
10	Fabrication Bed Material	As per requirement
11	Lathe Machine	As per requirement
12	SAW Machine	As per requirement
13	H-Beam Assembler	As per requirement
14	Tandem Welding Machine	As per requirement
15	Power/Hand winch	As per requirement
16	Welding Machine	As per requirement
17	Heating Oven	01 Nos.
18	Portable Oven	As per requirement
19	Portable grinding machine of various sizes	As per requirement

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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20	Calibrated Power driven bolt tightening machines	As per requirement
21	Manual Torque tightening machine	As per requirement
22	Torque calibrator	As per requirement
23	Bolt Tension Calibrator	As per requirement
24	Impact wrench with socket (Pneumatic)	As per requirement
25	3-phase distribution board with complete set up for drawl of construction power	As per requirement
26	Power cable for drawl of construction power	As per requirement
27	Self-drilling cum tapping machine for screws	As per requirement
28	Radiography arrangement with radioactive isotope source	As per requirement
29	Pug Cutting machines	As per requirement
30	Plasma Cutting Machine	As per requirement
31	Rolling Machine	As per requirement
32	Chain pulley blocks	As per requirement
33	Turn Buckles and Huck-Chuks	As per requirement
34	Scaffolding materials with clamps for cladding fixing, etc works	As per requirement
35	Hoisting and pulley devices/pulleys	As per requirement
36	SPANNERS / EYE BOLTS (OF ALL SIZES)	As per requirement
37	Wooden/Concrete sleeper 1.5-2.0 Mtr length	As per requirement
38	Sufficient quantity of steel ladders for approach up to the top of each erected column to be required during erection of columns.	As per requirement
39	Suspended working platform Size :7mX1mX0.5m, Rated load 800 kg to 1000 Kg (For Cladding Fixing Works)	As per requirement
40	Theodolite of required accuracy	As per requirement
41	Air compressor/blower (electric/diesel operated)	As per requirement
42	Hydraulic Jack set for Tank Erection	As per requirement

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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43	Fill pump	As per requirement
44	Hydraulic Test pumps/ Hand pumps Along with Suitable/ different ranges of calibrated Pr. gauges	As per requirement
45	Shot Blasting Cleaning set up with copper slag	As per requirement
46	Stud Welding Machine	As per requirement
47	UT Machine	As per requirement
S.No.	List of suggestive safety Equipment /PPEs to be included in List of minimum T&P:	Remarks
1.	Safety Net (Conforming IS 11057:1984) Safety Net (Net Size: 10m x 5m, Mesh Size: 25 mm, Mesh Rope: 2mm double cord, Border/Tie Cord: 12mm diameter polypropylene rope (tested as per IS: 5175). Two meters length shall be provided at all four corners.	Min-10 Nos
2.	Fall Arrester 'Rope grab fall arrester' & anchorage line. Anchorage Line: 14mm- 16 mm diameter, three strand twisted Polyamide rope. Rope Grab fall arrester: Openable & Guided type Fall Arrestor (on flexible line) conforming EN 353-2 & works on 14-16 mm diameter polyamide rope. Material: Nickel Chrome plated Steel Connector: Karbiner conforming to EN 362 (Minimum Strength 22 KN), material: Steel Retractable Fall arrestor Block (Range 6 Mtr to 15 Mtr)	Min. 10 nos. of Rope Grab Fall arrester' and Karbiner each. Min 5 nos. anchorage line, 30 metre long each, 05 nos. anchorage line, 40 metre long each Min 15 Nos
3.	Horizontal life line Stainless Steel Wire rope of 8mm diameter. Minimum six nos. of steel U-bolt clips are required for clamping each wire rope to a rigid support (03 nos. of U-bolt clips at each end).	Min 05 nos. of wire rope, each 40m long. Min 25 nos. of wire rope, each 25 metre long.
4.	Ladders on column The minimum design live load on metallic ladder shall be a single concentrated load of 100 kilo grams. All rungs shall have a minimum diameter of 16mm to 25 mm, and minimum clear length of rungs shall be 40.6 centimetres. The distance between rungs shall not exceed 30.5 centimetres. Each ladder shall have maximum height of 9.0 metre. The ladder shall have proper fastenings for attaching it to a column using positive means such as bolt, weld or other type of fasteners.	Cumulative length of ladders is 100 metres
5.	Height Rescue Kit and Confined space rescue kit	1 No each
6.	Lux Meter & Breathe Analyser	2 Nos each

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7.	Multi Gas Meter	1 No
8.	ELCB & RCCB Tester	1 No
9.	Earth Resistance meter	1 No
10.	Scaffolding materials as per EN 74 for hard barricading	As per requirement
11.	Oxygen Meter	1 No
12.	Fire Blanket	As per requirement
13.	Fire resistant tarpaulins	As per requirement
14.	Safety Posters as per BHEL Guidelines	As per requirement and instruction of BHEL
15.	Fire Extinguishers: ABC – 6 Kg: 50 Nos, Co2 – 4.5 Kg: 20 Nos, Foam – 9 Kg: 5 Nos. Fire Bucket (set of ¾ buckets) with stand – 10 Nos	
16.	Rubber Mat as per IS 15652	Min 100 Sqm
17.	Electrical rubber gloves	As per requirement
18.	Water Sprinkling tanker for dust suppression	1 Nos.
4.3	Measuring and Monitoring Equipment (MMEs): To be finalized as per site requirement.	
4.4	T&Ps shown in the above-mentioned list is suggestive requirement. However, mobilization schedule as mutually agreed at site for major T&Ps, have to be adhered to. Numbers/time of requirement will be reviewed from time to time at site and contractor will provide required T&Ps/equipment to ensure completion of entire work within schedule/target date of completion without any additional financial implication to BHEL. Contractor will give advance intimation & certification regarding capacity etc. prior to dispatch of heavy equipment. Also, on completion of the respective activity, demobilization of T&Ps in total or in part can be done with the due approval of Engineer-In-Charge. Retaining of the T&Ps during the contract period will be mutually agreed in line with construction requirement.	
4.5	The contractor shall arrange crane operator, diesel, petrol and other consumables including electrical / water / air connections required for the tools and plants, equipment etc. Preventive and routine maintenance of T & P are also to be arranged by the contractor at his cost without any delay. Required number of experienced mechanics and helpers for routine maintenance of the above T&Ps shall be provided by the contractor within his quoted rate.	
4.6	Any Heavy equipment (crane, winch machine, etc.) manufactured less than 15 years from the current year shall be only allowed to be used at our project Site's. Pre-safety Inspection of the equipment by safety deptt. shall be done before mobilizing the equipment at our project site.	
4.7	Other terms and conditions regarding T&Ps to be deployed by Contractor, shall be as per clause No. 4.2 of SCC	

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – V: T&PS AND MMES TO BE PROVIDED BY BHEL

5.1	LIST OF T&P TO BE PROVIDED BY BHEL FREE OF HIRE CHARGES ON SHARING BASIS:				
5.2	SN	DESCRIPTION	QUANTITY	REMARKS	
	1	CRAWLER/MOBILE CRANE OF CAPACITY 75 MT & 150MT CRANE	As per requirement.	BASED ON WORK REQUIREMENT	
5.3	Note: 1. The contractor shall plan to execute the work by deploying cranes mentioned in Chapter-IV of TCC. However, BHEL at its discretion may provide additional cranes of capacity 75 MT and above to expedite the work. The decision of BHEL Site In-charge / Construction Manager in this regard shall be final. 2. The cranes may be BHEL owned or may be obtained on hiring basis including operating and maintenance crew. 3. Operator and O&M for BHEL owned crane will be provided by BHEL. 4. Operator and O&M for hired crane will be provided by the hiring agency. 5. Contractor shall provide the fuel for BHEL (Hired/owned) provided cranes for his use. 6. Contractor shall provide necessary manpower assistance for initial and final assembly & dismantling and for subsequent operations of boom extension and reduction during execution of work. Contractor shall also make necessary arrangements like laying of special sleeper beds and steel plates (material shall be provided by BHEL) for movement and operation of the crane (including initial movement/marching of crane within the plant premises).				
5.4	Cranes provided by BHEL will be on sharing basis with other agencies / contractors of BHEL. The allocation of cranes shall be the discretion of BHEL engineer, which shall be binding on the contractor. Cranes will be deployed at appropriate time and location within plant premises, as decided by BHEL for suitable duration and intended purpose. Augmentation of BHEL T&P under special circumstances shall be discretion of BHEL.				

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VI: TIME SCHEDULE

6	Time Schedule and Mobilization:																								
6.1	Initial Mobilization and Time Schedule: After issue of LOA (though Fax/courier/email) the contractor shall report to the Construction Manager/Site In-Charge of BHEL at site within seven (07) days from date of LOA and submit detailed mobilization plan to start work within 15 days from date of LOA; unless instructed by BHEL to differ start of work in writing. The contractor has to subsequently augment his resources in such a manner that the entire works are completed within the contract period of Fifteen (15) Months from the date of start of work in a manner required by BHEL to match with the project schedule. Date of Start of work shall be considered as 15 days after date of LOA or as instructed by BHEL in writing.																								
6.2	Schedule of Completion: The entire work under the scope of this contract shall be carried out in such a manner that the following listed major milestones are achieved as per completion schedule given against each activity & released for erection by other agency.																								
6.3	Detailed schedule is as per below table. <table><tr><th>Sl. No.</th><th>Activity</th><th>Schedule for completion from Start of work</th></tr><tr><td>1.</td><td>Priority Road & Drains (M1)</td><td>4th Month</td></tr><tr><td>2.</td><td>Parking sheds</td><td>6th Month</td></tr><tr><td>3.</td><td>Covered Steel Shed (M2)</td><td>9th Month</td></tr><tr><td>4.</td><td>Boundary Wall (Pre-Cast RCC) including dismantling of existing boundary wall</td><td>10th Month</td></tr><tr><td>5.</td><td>Workers' Rest Room (RCC + Truss)</td><td>12th Month</td></tr><tr><td>6.</td><td>Watch Tower (RCC)</td><td>13th Month</td></tr><tr><td>7.</td><td>Balance Plant Road & Drain (Including Priority Roads & Drains & Excluding CHP-AHP)</td><td>15th Month</td></tr></table>	Sl. No.	Activity	Schedule for completion from Start of work	1.	Priority Road & Drains (M1)	4th Month	2.	Parking sheds	6 th Month	3.	Covered Steel Shed (M2)	9th Month	4.	Boundary Wall (Pre-Cast RCC) including dismantling of existing boundary wall	10 th Month	5.	Workers' Rest Room (RCC + Truss)	12 th Month	6.	Watch Tower (RCC)	13 th Month	7.	Balance Plant Road & Drain (Including Priority Roads & Drains & Excluding CHP-AHP)	15 th Month
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6.3	The above schedule is only tentative. The above schedule shall be advanced, if there are requirements to advance the project schedule and the civil works in the scope of the contractor is to be advanced to meet the project requirement. No extra payment whatsoever shall be paid on this account.																								
6.4	The Contractor shall submit a detailed L-2 schedule for execution of the complete works covered under the scope of this tender at the BHEL site within fifteen (15) days from the date of issuance of the Letter of Acceptance (LOA).																								

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VI: TIME SCHEDULE

	The L-2 schedule shall be reviewed and approved by the BHEL site. The L-2 schedule, duly approved by the BHEL Site-In-Charge/ Construction Manager, shall be a pre-requisite for signing of the contract. The Contractor shall make all efforts to achieve the targets stipulated in the detailed (L-2) schedule and shall deploy and augment the required resources, as necessary, to meet the approved schedule.											
6.5	Intermediate milestones:											
6.5.1	Two Major Intermediate Milestones are identified as M1 and M2 above.											
	<table><tr><td>Milestones</td><td>Activity</td><td>Schedule of completion from start of work</td></tr><tr><td>M1</td><td>Priority Road & Drains (M1)</td><td>4th Month</td></tr><tr><td>M2</td><td>Covered Steel Shed (M2)</td><td>9th Month</td></tr></table>			Milestones	Activity	Schedule of completion from start of work	M1	Priority Road & Drains (M1)	4 th Month	M2	Covered Steel Shed (M2)	9 th Month
Milestones	Activity	Schedule of completion from start of work										
M1	Priority Road & Drains (M1)	4 th Month										
M2	Covered Steel Shed (M2)	9 th Month										
6.6	<u>Provision of Penalty in case of slippage of Intermediate Milestones:</u> <u>In case of slippage of Two Major Intermediate Milestones, mentioned as M1 & M2 above, delay Analysis shall be carried out on achievement of each of these two Intermediate Milestones in reference to F-14.</u>											
6.6.1	In case of slippage of these identified Intermediate Milestones, Delay Analysis shall be carried out on achievement of each of these two Intermediate Milestones.											
6.6.2	<u>In case delay in achieving M1 Milestone is solely attributable to the contractor, 0.5% per week of executable contract value*, limited to maximum 2% of executable contract value, will be withheld.</u>											
6.6.3	In case delay in achieving M2 Milestone is solely attributable to the contractor, 0.5% per week of executable contract value*, limited to maximum 3% of executable contract value, will be withheld.											
6.6.4	Amount already withheld, if any against slippage of M1 milestone, shall be released only if there is no delay attributable to contractor in achievement of M2 Milestone.											
6.6.5	Amount required to be withheld on account of slippage of identified intermediate milestone(s) shall be withheld out of respective milestone payment (corresponding RA Bill) and balance amount (if any) shall be withheld @10% of RA Bill amount from subsequent RA bills.											
6.6.6	Final deduction towards LD (if applicable), on account of delay attributable to contractor shall be based on final delay analysis on completion/ closure of contract. Withheld amount, if any due to slippage of identified intermediate milestone(s) shall be adjusted against LD or released as the case may be.											
6.6.7	In case of termination of contract due to any reason attributable to contractor before completion of work, the amount already withheld against slippage of intermediate milestones shall not be released and be converted into recovery.											

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VI: TIME SCHEDULE

6.7	Common activities shall be completed in Phase wise manner/ Instruction of Engineer within the Contractual time.
6.8	Above milestone dates has to be completed in parallel.
6.9	Bidders are requested to submit Resource deployment plan Area wise with detail program in line with above schedule in the form of Bar Chart/ MS project planer along with their offer.
	*Executable Contract Value - Value of work for which inputs/ fronts were made available to contractor and were scheduled for execution till the date of achievement of that milestone.
6.10	COMPLETION OF WORK AND COMMENCEMENT OF GUARANTEE PERIOD
6.10.1	The works shall be completed to the entire satisfaction of the Engineer and in accordance with the completion schedule as specified in the Contract, and all unused stores and materials, tools, plant, equipment, temporary buildings, site office, labor hutments and other things shall be removed and the site and work cleared of rubbish and all waste materials and delivered up clean and tidy to the satisfaction of the Engineer at the Contractor's expenses.
6.10.2	BHEL shall have power to take over from the Contractor from time to time such sections of the work as have been completed to the satisfaction of the Engineer. Such work however shall not be treated as have been completed until the remaining / pending works are executed to the satisfaction of Engineer.
6.10.3	The Engineer shall certify to the contractor the date on which the work is completed and the date thereof for commencement of Guarantee Period. Guarantee Period shall be as given in GCC.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VII: TERMS OF PAYMENT

7.0	Terms of Payment:
7.1	Progressive Payment/ Final Payment: The payments for works under the scope of this contract shall be as per clause no 2.6; 2.22; 2.23 of General Conditions of Contract and Volume-IB, Chapter-X of SCC.
7.1.1	<u>Documents required for RA Bill:</u> • GST Complied Invoice of the work done as per approved BBU. • WAM -6 for RA Bill. • Jointly signed Measurement sheet. • Power of Attorney before submission of Bill. • Validity of Bank Guarantees as applicable under the contract. • Certified Quality Documents as per FQP. • HR/IR compliance documents: i. Wages payment sheet as per applicable minimum wages. ii. Proof of PF contribution submission. iii. Proof of ESI/ WC contribution submission iv. Proof of Bonus payment as per Bonus Act if applicable. v. Proof of EL payment if applicable. vi. Any other statutory document if applicable. vii. Royalty challan and statutory documents shall be submitted along with RA Bills for processing of Bills.
7.1.2	<u>Documents required for Final Bill:</u> The final bill is drawn as soon as the entire work is completed. From the final amount due, all amounts already claimed up to the previous running account bill will be deducted. It should be ensured that in the final bill the following additional particulars have been provided: • Final Bill in WAM-7 Format. • ‘No claim’ certificate from the contractor. • Clearance certificates where ever applicable viz. Clearance Certificates from Customer, various Statutory Authorities like Labour department, PF Authorities, Commercial Tax Department, Mining Dept (if applicable), etc. • Final Material re-conciliation statement duly approved by BHEL. • Indemnity Bond as per prescribed format. • Deviation statement showing the difference between the actuals and as per the contract.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VII: TERMS OF PAYMENT

	• Final Delay Analysis.
7.2	SECURED RECOVERABLE ADVANCES: Interest Free Secured Mobilization Advance as per GCC Clause No. 2.13.1 will be payable under exceptional circumstances on certification of BHEL Construction Manager/Project Director at Site. Interest Free Mobilization Advance shall be disbursed in specifically mentioned stages of major resource mobilization as specified hereunder: 1. For Mobilization of Batching plant (1 No.), Excavator (1 Nos.) & Dumper (2 Nos), Transit Mixers (2 Nos.), JCB (1 Nos), Farana (1 Nos.) & DG Set (1 Nos.)- 2.0% 2. For Mobilization of Excavator (1 Nos.) & Dumper (2 Nos), Transit Mixers (2 Nos.), Trailer (1 No.)- 2% 3. For Mobilization of Crane (40/45 MT-1 No.), Trailer (1 No.), Farana (2 Nos.), Installation and Erection of Site Infrastructure by contractor i.e. site office & stores. - 1% Note: 1. BHEL Site-CM/Project Director shall be the deciding authority for assessing the admissibility of advance payment to contractor. 2. In case contractor do not fulfil the agreed conditions of payment of 1st mobilization advance, BHEL Construction Manager will have the authority to not allow the 2nd mobilization advance to contractor.
7.3	The contractor shall maintain the labour shed for its workmen as per BHEL guidelines. 0.25 % of every RA Bill shall be linked on certification from BHEL for compliance with the guidelines of labour colony. Regular visit of workmen establishment shall be done by team from BHEL to ensure implementation of above guidelines. Any irregularities observed shall have to be rectified by agencies on immediate basis. In case, the report submitted by BHEL team is not satisfactory, necessary actions including recoveries (0.25% of RA Bill value) shall be done as per contract. In addition to the recoveries as per contract (0.25% of RA Bill value), expenses incurred (if any) for maintenance & rectification by BHEL shall be recovered from agency along with 5% overheads.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VIII: TAXES AND DUTIES

8.0	TAXES & DUTIES
8.1	The contractor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. 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/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit. However, provisions regarding GST on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.
8.2	GST (Goods and Services Tax)
8.2.1	GST as applicable on output supply (goods/services) are excluded from contractor's scope; therefore, contractor's price/rates shall be exclusive of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.
8.2.2	The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its Contractor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Contractor.
8.2.3	Contractor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall 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.
8.2.4	Contractor has to submit GST registration certificate of the concerned state. Contractor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.
8.2.5	Contractor/Vendor has to issue Invoice/Debit Note/Credit Note indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.
8.2.6	Vendor has to submit GST compliant invoice within the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts to enable BHEL to meet its GST related compliances. Special care should be taken in case of month end transactions.
8.2.7	Vendor has to ensure that invoice in respect of such services which have been provided/completed on or before end of the month should not bear the date later than last working day of the month in which services are performed.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VIII: TAXES AND DUTIES

8.2.8	Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Contractor: - - Supply of goods and/or services have been received by BHEL. - Original Tax Invoice has been submitted to BHEL. - Contractor/ Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order. - In cases where e-invoicing provision is applicable, vendor/contractor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder. - Contractor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent invoice. In case of final invoice/ bill, contractor has to submit proof of such return within fifteen days from the due date of relevant return. - Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice and in GSTR-2B of the month in which such invoices has been reported by the contractor along with status of ITC availability as "YES" in GSTR-2B. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the contractor. - Contractor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.
8.2.9	Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from contractor's bill or otherwise as deemed fit.
8.2.10	TDS as applicable under GST law shall be deducted from contractor's bill.
8.2.11	Contractor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permits, all the e-way bills , road permits etc. required for transportation of goods needs to be arranged by the contractor.
8.2.12	Contractor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of contractor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.
8.2.13	In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/alterd/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Contactor's due payment.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VIII: TAXES AND DUTIES

8.2.14	Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Contractor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Contactor.
8.2.15	In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the contractor.
8.2.16	<u>Variation in Taxes & Duties:</u> Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability. In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its contactor only and within the contractual delivery period only. In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, 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.
8.3	<u>Income Tax:</u> TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from contractor's bill.

8.4 BOCW Act & Cess Act

8.4.1 BOCW Cess is not to be borne by contractor. Refer Annexure-I for BOCW Act & Cess Act.

Annexure-I:	
Bidder may please note that the sub-contractor/bidder of BHEL engaging building or construction worker in connection with building or other construction work, are required to follow the procedures enumerated below:	
1.	It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
2.	It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other

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Chapter – VIII: TAXES AND DUTIES

	Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.
3.	It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
4.	It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may, by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
5.	It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.
6.	It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
7.	It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.
8.	It shall be the responsibility of the sub-contractor as employer to make payment/deposit of applicable cess amount on the extent of work involving building or construction workers engaged by the sub-contractor within a period of one month from the receipt of payment. It shall also be responsibility of the Contractor to furnish BHEL on monthly basis, Receipts/ Challans towards Deposit of the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics: i) Number of Building Workers employed during preceding one month. ii) Number of Building workers registered as Beneficiary during preceding one month. iii) Disbursement of Wages made to the Building Workers for preceding wage month. iv) Remittance of Contribution of Beneficiaries made during the preceding month.
9.	BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act,

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VIII: TAXES AND DUTIES

	1996 under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.
10.	It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor being his employer to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board , within the fifteen days from such deduction.
11.	Bidders may please note that though the quoted price is exclusive of BOCW (which will be reimbursed by BHEL as per sub-clause 9 above) , however, If at any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder is observed, BHEL reserves the right to deduct the applicable cess (1%) on the contract value and penalty (if any, imposed by Cess Authorities) from the payables on account of non-compliance.
12.	The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

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Chapter-IX: MATERIALS

9.0	MATERIAL
9.1	Material to be issued by BHEL (Free of Cost) unless otherwise specified in BOQ cum Rate Schedule 1. Cement 2. Reinforcement Steel and MS Round Bar (Earthing Rod) 3. Structural Steel for site fabrication. (Note: All material required for the development of Labour sheds shall be in the scope of the bidder)
9.2	All other materials required for proper completion of job shall be provided by the contractor and is deemed to be inclusive in the quoted price. Bidder's scope also includes following:
9.2.1	Furnishing samples of all materials required by the BHEL Engineer for testing/inspection and approval for use in the works. The samples may be retained by the Engineer for final incorporation in the works. The Approved BOI categorization plan shall be followed.
9.2.2	Furnishing test reports for the products used or intended to be used, if called for the specifications or if so desired by the engineer.
9.2.3	Arranging manufacturer's supervision for items of work done as per manufacturer's specifications when so specified.
9.2.4	Contractor shall set up suitable storage facilities for Cement, sand, bolts, aggregate, reinforcement steel, structural steel, handrail, grating, foundation bolts, shuttering item, inserts, water proofing material, admixture, cladding sheets, other BOI's etc. and all are stored properly as per IS recommendation/technical specifications/ manufacturer recommendation. Wastage due to inadequacy/lapses/negligence of storage will be on account of contractor.
9.3	HANDLING OF MATERIAL ISSUED BY BHEL: Refer Chapter-VI "Material Handling, Storage & Preservation" of SCC
9.3.1	Cement, Reinforcement Steel, (wherever specified as free issue by BHEL) required for the tender scope shall be procured by BHEL and issued to contractor free of cost (As FOC Item). However, unloading, handling / storage of Cement, Gratings and Reinforcement steel procured by BHEL for this tender scope at site, Contractor's Stores, issuance of materials from BHEL Stores and further transportation from Stores to work area (including loading and unloading) will be in the scope of contractor. If required, bidder has to provide the services for escorting the cement/steel vehicle from source to site. No Extra payment shall be made for this work.
9.3.2	The contractor shall take care of material issued by BHEL and shall protect the same from damage and weathering. Contractor shall construct waterproof cement store (capacity minimum 300 MT/ 6000 Bags) for storing and stacking of cement issued by BHEL free of cost.

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Chapter-IX: MATERIALS

9.3.3	The theoretical weight of each bag of cement for issued purposes will be considered as 50kg, the contractor shall be accountable for the cement issued to the contractor on this notional weight only. No claim whatsoever will be entertained because of difference between theoretical and actual weight of the bags of cement.
9.3.4	The empty cement bags duly accounted for against issue shall be the contractor's property and the same shall be disposed as per statutory regulation prevailing in the project.
9.3.5	The contractor shall satisfy himself of the quality and quantity of supplied cement at the time of taking delivery from BHEL stores. No claims whatsoever will be entertained by BHEL because of quality or quantity after the materials are taken by the contractor from BHEL stores.
9.3.6	Contractor will be responsible for sampling and testing of cement as per Indian Standard / Specification / approved quality plan in the testing laboratory established by the contractor.
9.3.7	No cement will be issued on free basis for bought out item like Hume pipe, Interlocking Paver block, fly ash brick, etc. or any other BOI which involves cement and is procured from outside of plant premises. However, cement for mortar for fixing of these items if required will be issued on free basis.
9.3.8	One month shall be the limit for the maximum quantity of BHEL issued cement that would be with the contractor at any point of time when work is in progress (excluding what has already been incorporated in the works). Necessary arrangements for first in first out must be maintained.
9.3.9	Contractor will be responsible for unloading the cement as soon as the arrival of cement in the weather proof cement storage sheds/ Silo's having dense impervious bituminous or concrete floors which shall be kept swept clean at all times. The storage arrangements shall be fully completed and approved by the owner before any cement is delivered to site. The construction of cement storage sheds as per the requirement of BHEL, unloading of cement bags, stacking properly in the storage sheds, removal of the sheds after the completion of the work are in the scope of bidder. Though the cement is unloaded directly at the contractor storage shed, it will be deemed to be considered that the cement was issued from BHEL stores. Necessary documents are to be submitted by the contractor to the BHEL stores for having received cement.
9.3.10	The contractor shall in no case be entitled for any compensation on account of any delay in supply or non-supply thereof for all or any such materials. However, in case of non-availability of any specific material / section(s) which delays the completion of work, such cases shall be recorded separately in monthly planning format (F14) and shall be considered for time extension of contract.
9.3.11	Contractor will have to make his own arrangement at his own cost for procurement of any other materials except as mentioned above, as required for the works and of such quality as acceptable to BHEL.

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9.3.12	Contractor shall also carryout in complete association with BHEL, the material management functions and execution like day-to-day update of materials, issued to contractor, accounting for surplus/scrap material returned etc. These functions shall also be carried out through computerized system utilizing suitable software. Contractor shall engage experienced software personnel to associate on dedicated basis for efficient discharge of the same in time.
9.3.13	The contractor shall solely be responsible for the safety & security of material after it is handed over and issued to contractor by the BHEL.
9.3.14	BHEL reserves the right to recover from the contractor any loss of material issued by BHEL arising out of damage/ theft or any other causes during verification/stacking or at any time under the custody of the contractor.
9.3.15	BHEL issued materials, shall not be under any circumstances whatsoever, and shall be taken out of the project site unless otherwise permitted by BHEL for outside job.
9.3.16	The contractor shall maintain proper store account for all the BHEL issued materials and shall give Three (03) copies of monthly-computerized reconciliation statement of such account showing total receipt, consumption and balance at site to the BHEL. BHEL Engineer's certification for the reconciliation of steel shall be final. Contractor shall also maintain Cement register and other free issue item register and update on daily basis and share with BHEL
9.3.17	Before commencement of work, Contractor has to satisfy/ensure the above design mix proportion through conducting trial mix. Contractor shall not be absolved from the responsibility of quality of concrete works as per relevant specification, standard and to ensure satisfactory performance as per terms and conditions of contract. Any issue raised regarding design mix after successful completion of trial mix shall not be entertained and contractor shall not be entitled for any cost or damages.
9.4	Issue of Cement
9.4.1	Cement as received from the manufacturer/ stockiest will be issued free of cost to the contractor. The theoretical weight of each bag of cement for issued purposes will be considered as 50 kg, the contractor shall be accountable for the cement issued to the contractor on this notional weight only. No claim whatsoever will be entertained because of difference between theoretical and actual weight of the bags of cement.
9.4.2	In case cement is issued through bulkers being supplied from manufacturer/stockiest; the same shall be emptied in cement silos of batching plant and necessary assistance shall be provided by contractor.
9.4.3	In case BHEL supplies cement through Bulker, Bidder has to store cement in Silos of Suitable capacities as decided by Engineer in charge. Silos Capacities shall be finalized mutually.
9.4.4	The empty cement bags duly accounted for against issue shall be the contractor's property and the same shall be disposed as per statutory regulation prevailing in the project.

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9.5	Issue and Return of Cement, Reinforcement Steel, MS Round Bar (Earthing Rod) and Structural Steel. Refer Chapter-VI “Material Handling, Storage & Preservation” of SCC		
9.6	Consumption and Wastage of Cement, Reinforcement Steel, Structural Steel and MS Round Bar (Earthing Rod): Refer Chapter-VI “Material Handling, Storage & Preservation” of SCC		
9.7	Recovery of Materials (Penal Rates): If wastage exceeds the specified limit, the recovery of excess wastage shall be made from monthly RA Bills as per following penal rates (excluding GST):		
9.7.1	Sl. No.	Materials	Penal Rate (Rs.)
	1	Cement (PPC)	5500/- per MT
	2	Cement (OPC)	6000/- per MT
	3	Reinforcement Steel / Earthing Rod	55,000/- per MT
	5	Structural Steel (Plates, Rolled Sections etc.)	68000/- per MT
	6	Structural Steel Gratings	1,10,000/- per MT
9.7.2	Penal Rate will be 1.05 times the actual cost to BHEL or Rate mentioned in Table 9.7.1 above, whichever is higher, shall be imposed.		

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Chapter-X: BOQ CUM RATE SCHEDULE AND % WEIGHTAGE OF INDIVIDUAL ITEMS

This Chapter consists of Part A & Part B of Volume II “Price bid”:

Description	Remarks
PART A: Instructions to the Bidders	Instructions
PART B: % weightage of individual items of Schedule of quantity	BOQ CUM RATE SCHEDULE
PART C: Total Price for entire scope of Work	This part is implanted in the E- Procurement portal entitled as “Part-C of Vol-II Price Bid”.

<u>Part A:</u>	<u>Instructions to the Bidders</u>
1.	<u>Bidders shall quote Total Price for the entire scope of work in Rupees in VOL II PRICE BID at BHEL E-procurement Portal.</u> Any other entry elsewhere in the offer of the bidder shall be treated as Null and Void. The total value shall be automatically calculated on E-portal.
2.	BHEL has fixed the % weightages of individual items of BOQ Cum Rate Schedule w.r.t. the total price of Price Bid Vol-II.
3.	Based on the pre-fixed weightages and quantities in the BOQ cum Rate Schedule, item rate of individual items shall be derived by BHEL. This item rate shall be rounded off up to two decimal places and shall be used to calculate the total amount of an item.
4.	For the convenience of bidders, BHEL has issued an excel sheet with all requisite formulae as detailed above. However, this excel sheet shall not form part of contract document. Further, this sheet should not be uploaded at the e-Portal.
5.	Bidders to note that this is an ‘ <u>Item rate contract</u> ’. Payment shall be made for the actual quantities of work executed at the Unit rate arrived at as per serial no. 4 above.
<u>PART B:</u>	% weightage of individual items of BOQ CUM RATE SCHEDULE w.r.t. the total price (as quoted by the bidder in “Part C of Vol-II-Price Bid”)- attached separately.

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Chapter-XII: ANNEXURES

11.0 Following Drawings and technical Specifications shall be the part of this tender:

SL. NO.	Document
11.1	Following specifications/ documents shall be integral parts of this tender:
11.1.1	SECTION-C: CUSTOMER CONTRACT SPECIFIC TECHNICAL REQUIREMENTS
11.1.2	SECTION-D: GENERAL TECHNICAL REQUIREMENTS
11.1.3.	GENERAL LAYOUT ARRANGEMENT OF WORKER'S ESTABLISHMENT FOR BHEL'S PROJECT-SITE (ANNEXURE-1A)
11.1.4	STANDARD GUIDELINES FOR WORKER'S ACCOMODATION/ESTABLISHMENT AT BHEL'S PROJECT SITES (ANNEXURE-A)
11.1.5	TYPICAL LAYOUT OF WORKMEN WORKER ACCOMMODATION SHED
11.1.6	CLIMATOLOGICAL TABLE
11.1.7	SEISMIC DESIGN CRITERIA
11.1.8	WIND DESIGN CRITERIA
11.1.9	STANDARD HSE PLAN
11.1.10	NTPC SAFETY RULE
11.2	Following Tender stage specifications, drawing & documents are provided for bidder's information and reference purpose only. Final drawings, specifications shall be provided to successful bidder after award of contract.
11.2.1	PLOT PLAN
11.2.2	LAYOUT OF ROADS DWG.NO.(PE-DG-521-603-C006)
11.2.3	CROSS SECTION OF ROADS DWG NO. (PE-DG-521-603-C007)
11.2.4	LAYOUT OF DRAINS DWG NO PE-DG-521-603-C002)
11.2.5	CROSS SECTION DETAILS OF DRAINS DWG NO (PE-DG-521-603-C003)
11.2.6	LAYOUT OF CULVERTS DWG NO (PE-DG-521-603-C004)
11.2.7	DETAILS OF CULVERTS DWG NO (PE-DG-521-603-C005)
11.2.8	WORKERS SHED DWG NO (PE-DG-521-645-C00 1 TO PE-DG-521-645-C015)

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11.2.9	BOUNDARY WALL LAYOUT & DETAIL, DWG NO (PE-DG-521-606-C001)
11.2.10	WORKER'S REST ROOM DRAWING
11.2.11	INDICATIVE FIELD QUALITY PLAN OF NTPC
11.2.12	LIST OF APPROVED TESTING LABORATORIES

NOTES:

- Contractor has to make him well conversant with the Technical Specifications of Customer (Section-C) and BHEL (Section-D). In case of ambiguity between BHEL's and Customer's specification, Customer's specification shall prevail.
- Above documents have been uploaded Separately