

**TENDER NO: PSER:SCT:NBN-C2068:20**

**VOLUME -IF**

**TECHNICAL CONDITIONS OF CONTRACT**  
**(TCC)**

**FOR**

**CONSTRUCTION OF 3 NOS 150M TALL SINGLE FLUE RCC CHIMNEY WITH BOROSILICATE  
GLASS BLOCK LINING SYSTEM ON MS FLUE CAN (EXCLUDING PILE) AT 3X660 MW NPGCL  
NABINAGAR STPP FGD, BIHAR.**

**BHARAT HEAVY ELECTRICALS LIMITED**  
**( A GOVT. OF INDIA UNDERTAKING )**  
**POWER SECTOR – EASTERN REGION**  
**PLOT NO. – 9 / 1, DJ – BLOCK,**  
**SECTOR – II, KARUNAMOYEE,**  
**SALT LAKE CITY,**  
**KOLKATA – 700091.**

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

<b>CLAUSE NO</b>	<b>DESCRIPTION</b>
1.1	<p><b>PROJECT SYNOPSIS AND GENERAL INFORMATION</b></p> <p>NABINAGAR POWER GENERATING COMPANY LTD.) is setting up three units of 3x660 MW Super Thermal Power Project (coal based) with FGD at Nabinagar, in Aurangabad district of Bihar, India.</p> <p>Nabinagar Super Thermal Power Project is located at a distance of about 15 kms. from Barun in Aurangabad district of Bihar and is approachable from NH-2 through a 20 kms (approx.) long single lane metalled road. The Aurangabad city is about 55 kms. from project site. Nearest railway station is Ankorha on Sone – Garwa Road Section of Eastern Central Railway at about 1.0 Kms. from the project site.</p> <p>The nearest airport at Gaya is at a distance of about 120 Kms from project site. The distances of site from Patna Airport and Varanasi Airport are about 250 Km &amp; 220 Km respectively.</p>
2.0	<p><b>SITE VISIT</b></p> <p>The contractor should visit project site and acquire full knowledge and information about conditions prevailing at site and in &amp; around the plant premises, together with all the statutory, obligatory, mandatory requirements of various authorities before submission of the bid.</p>
3.0	<p><b>SCOPE OF WORK</b></p> <p>3.1 The work to be done under this specification comprises of Construction of Three(3) numbers 150 M high reinforced concrete single steel flue chimney and other incidentals complete as detailed in the specification under Volume-II and elsewhere in the tender document, including raft foundation for Chimney for FGD system at 3 x 660 MW NPGCL Nabinagar Super Thermal Power Project, Aurangabad, Bihar :-</p> <p>3.2 Broad scope of work shall be, but not limited to following:</p> <p>A. Construction of Three (03) numbers 150-meter-high reinforced concrete single flue steel lined chimney and other incidentals as detailed in the specification in the tender document including providing all labour, materials (except those which are specifically mentioned to be issued by BHEL at free of cost), consumables, equipment, temporary works, temporary storage sheds, temporary colony for labour and staff, temporary site offices, construction plants, transportation/handling and all incidental items not shown or specified but reasonably implied or necessary for the completion of subject scope, all in strict accordance with the specifications including revisions and amendments thereto as may be required during the execution of work.</p> <p>B. Supply including design, receipt, unloading, erection, testing and commissioning of stack elevator and electrical equipments; allied items, cabling, earthing, spares etc. are also under the scope of this work. The complete works have to be carried out by providing all labour, supervision, materials, scaffolding, power, fuel, construction equipments, tools &amp; plants, inspection, measuring, testing instruments, supplies, transportation, storage, and all incidental items not herein specifically mentioned but reasonably or found required for the successful completion of work including contractor's and where necessary manufacturer's expert supervision in strict compliance with the requirement of this specification and approved construction drawing.</p> <p>C. Installation of Borosilicate Glass Lining inside MS Flue Cans, including surface preparation, application of primer, adhesive etc. as per the technical specifications and approved erection procedure under the expert supervision of Borosilicate Glass Lining</p>

	manufacturer /supplier. The complete works have to be carried out by providing all labour, supervision, materials, scaffolding, power, fuel, construction equipment, tools & plants, inspection, measuring, testing instruments, supplies, transportation, storage, and all incidental items not herein specifically mentioned but reasonably or found required for the successful completion of work. Borosilicate Glass Lining Materials, Primer, Adhesive (suitable fixing materials) and Expert Supervision of Manufacturer shall be provided by BHEL at Free of Cost.
3.3	The bidder's scope shall include excavation in soil and rock ( if any with/without blasting as per the site conditions), dewatering, dressing to required profile, sheet piling or shoring/strutting, backfilling around completed structures and plinth filling, plinth protection, disposal of surplus earth and rock, concreting including Reinforcement and Formwork, Masonry work, Plastering, Painting, Flooring, Installation of borosilicate lining, Doors/Windows, Ventilators, Fire Proof Doors, Insulation, Roof Water Proofing, Dismantling of existing structures (below ground and above ground- RCC, Brick Works, Sheeting, Structural steel and Other facilities), RCC and Brick/ Block masonry and Steel Structures, fabrication and erection of all structural steel and miscellaneous steel (i.e. steel stair case, cable/duct/pipe supports, ladders, walkways, railing, Chequered plate/grating floor, inserts, anchor bolts, etc.), paving, Embedment, Earthing, Gravel filling, Precast covers, Expansion joints, Rain water pipe, Insulation, Gates/Valves, Water proofing of underground structures, Trenches, Final grading and site clearance before handing over to Owner and other auxiliary items of work, etc. all complete including supply of all materials (except those which are specifically mentioned to be issued by BHEL at Free of Cost ), consumables, labor, Tools and plants, transportation and storage, Sample Testing etc. all complete as per BOQ, specifications and drawings for proper and successful execution of the job for FGD at 3x660 MW NPGCL Nabinagar Thermal Power Project, Aurangabad, Bihar.
3.4	Ready mix cement concrete required for the tender scope (except chimney shell) shall be procured by BHEL and issued to contractor as free of cost (FOC) Item. at Batching Plant inside the plant premises. Bidder has to transport the concrete from batching plant to the location of work. Bidder to submit a receipt of concrete at batching plant based on the print out of batching. Reconciliation of quantity of concrete shall be done based on actual use of concrete at site. Chimney shell concrete supply & laying is in the scope of contractor. For concrete supplied by the contractor, the cement (contractor's scope) shall be as per Technical specification, applicable IS Codes and description mentioned in the respective items of BOQ. Test certificates in respect of Cement for each consignment to be furnished and also to be tested as per FQP before use. The contractor shall submit the consumption statement of cement used in the works along with bill.
3.5	The scope shall include other related works although they may not be specifically mentioned in the subsequent clauses and all such incidental items not mentioned, but are necessary for completion of the work as a whole. The scope also includes supply of all labour, technical personnel, materials, consumables and equipment for execution of work and getting all materials tested at site laboratory or approved laboratory outside, submitting test reports, arranging supervision etc. and execution of the contract with major areas of work mentioned above.
3.6	The work to be performed under this specification consists of providing all labour, materials, consumables, equipment, temporary works, temporary storage sheds for contractors own use, temporary colony for labour and staff, temporary site offices, constructional plant's transportation / handling and all incidental items not shown or specified but reasonably implied or necessary for the completion of subject scope, all in strict accordance with the specifications including revisions and amendments thereto as may be required during the execution of work.
3.7	The scope shall also include setting up by the bidder a testing room with compressive strength testing machine and other site test instruments for conducting day to day testing of concrete cubes, compaction of earth & road work, brick & other material testing. One qualified quality engineer to be deployed as necessary.
3.8	All quality standards, tolerances, welding standards & other technical requirements shall

	be strictly adhered to. The Bidder shall fully apprise himself of the prevailing conditions at the proposed site, climatic conditions including monsoon pattern, soil conditions, local conditions and site-specific parameters and shall include for all such conditions and contingent measures in the bid, including those which may not have been specifically brought out in the specifications.
3.9	As instructed by BHEL and as per approved FQP, Materials to be procured by the bidder must be approved by BHEL / NTPC. A tentative list of suppliers of some of the items is provided herewith this document. A list of suppliers for items to be procured by the vendor as per Schedule-4 of the price schedule to be submitted to BHEL for review & approval. For suppliers other than those mentioned in the list, specific approval of BHEL / NTPC will be required.
3.10	The bidder shall furnish the Manufacturing Quality Plan, which would be approved by BHEL / NTPC.
<b>4.0</b>	<b>DEVIATIONS / CLARIFICATIONS</b> The bidder is required to submit with his offer in the relevant schedule / format without any ambiguity. Any assumptions, presumptions, deviations etc. indicated or implied anywhere by the bidder except those indicated in the deviation schedule / format will not be recognized and will not form a part of consideration / offer. In the absence of such filled-up schedule / format it will be understood and agreed that the bidder's offer is based on strict conformance to the specification and no negotiation would be allowed in this regard. BHEL reserve the right not to recognize any / all deviations submitted after opening of the bid.
<b>5.0</b>	<b>DEWATERING</b> Contractor shall ensure at all times that his work area & approach / access roads are free from accumulation of water, so that the materials are safe and the erection/ progress schedule are not affected. No separate claim in this regard shall be admitted by BHEL. No separate payments for dewatering of subsoil, surface water or catchments water, if required, at any time during execution of the work including monsoon period shall be considered by BHEL.
<b>6.0</b>	<b>LAND</b>
6.1	Availability of land within plant boundary is very limited and the contractor has to plan & use the existing land considering the use of land by other contractors and the storage of plant machineries and materials. The existing land shall be shared by all erections agencies. The same will be reviewed by BHEL and allotted to the extent available/ considered necessary free of cost. Contractor shall develop these areas for their site office, their own stores etc. Bidder must visit site to assess site condition, prior to quoting.
6.2	Levelled area for storage area for BHEL's material shall be provided as per availability, free of cost.
6.3	Land for labour colony shall be arranged by successful bidder at their own. The contractor shall construct labour colony / hutment as per his requirements after obtaining approval of formalities from statutory body. Further, contractor must ensure minimum HSE norms and hygienic sanitary conditions in his labour colony.
6.4	The contractor will be responsible for handing back all lands with necessary dismantling, levelling, backfilling etc. to the satisfaction of BHEL/NTPC at site , as handed over to him by BHEL/NTPC.
<b>7.0</b>	<b>WATER</b>
7.1	BHEL will provide single point supply for construction & drinking water inside the project premises for office free of cost.
7.2	Further necessary network for construction & drinking water system shall be done by the bidder at his own cost.
7.3	Contractor should arrange for water for labour colony of their own.
7.4	BHEL shall not be responsible for any inconvenience or delay caused due to any interruption of water supply and the contractor shall claim no compensation for delay in work for such interruption. Contractor may make standby arrangement for water at their own cost.
7.5	Contractor will have to arrange for storage of water to meet the day-to-day requirement.
7.6	The availability of water (construction as well as drinking) may be limited. Contractor shall ensure that no water is wasted. In this regard the contractor shall take all necessary

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	measure towards preservation of water.
<b>8.0</b>	<b>ELECTRICITY</b>
8.1	BHEL shall provide construction power free of charge at 415V level at one point. Contractor has to make their own distribution arrangement to draw electricity. Overall area illumination will be provided by BHEL. However, for night working contractor should arrange illumination as and when required by them.
8.2	The bidder shall have to provide earth leakage circuit breaker at each point wherever human operated electrical drives/ T&Ps are deployed.
8.3	The power supply will be from the available grid. BHEL shall not be responsible for any inconvenience or delay caused due to any interruption of power supply/ variation in voltage level and no compensation for delay in work can be claimed by the contractor due to such non-supply on the grounds of idle labour, machinery or any other grounds.
8.4	Bidder will have to arrange sufficient illumination at their own work areas.
8.5	The contractor should ensure that the work in critical areas is not held up in the event of power breakdown. In the event of breakdown in the electric supply, if the progress of work is hampered, it will be the responsibility of the contractor to step up the progress of work after restoration of electric supply so that overall progress of work is not affected.
8.6	The contractor shall have to make arrangement at their own cost for illumination that will be required in the working area for execution of the work & safety of workmen.
8.7	Contractor shall make arrangement of electricity of their own for labour colony.
<b>9.0</b>	<b>CONSUMABLE</b>
9.1	All consumables, like gas, electrodes, chemicals, lubricants etc. required for the scope of work, shall be arranged by the contractor at his cost from approved brand / make unless otherwise specifically mentioned in the contract.
9.2	All consumables to be used for the job shall have to be approved by NTPC / BHEL prior to use.
9.3	In the event of failure of contractor to bring necessary and sufficient consumables, BHEL may arrange for the same at the risk and cost of the contractor. The entire cost towards this along-with overhead shall be paid by the contractor or deducted from the contractor's bills.
<b>10.0</b>	<b>TEST CERTIFICATES</b>
	Necessary test certificates of all materials supplied by contractor are to be produced to BHEL prior to use of those materials.
<b>11.0</b>	<b>IMTE</b> The contractor shall ensure deployment of reliable and calibrated instrument, measuring, and test Equipment (IMTE). The IMTE shall have test calibration certificate from authorized / Govt approved agencies. The contractor shall also keep provision of alternate engagement for such IMTE so that the work does not suffer when a particular IMTE is sent for calibration. Re-testing/ re-calibration shall also be arranged by the contractor at their own cost at regular interval during the period of use as advised by BHEL.
<b>12.0</b>	<b>QUALITY CONTROL &amp; QUALITY ASSURANCE</b>
12.1	<b>INSPECTION &amp; FIELD QUALITY ASSURANCE</b>
12.1.1	Contractor shall carry out all activities conforming to the approved Field Quality Plan (FQP) & technical instructions as revised from time to time. 'Total Quality' shall be the watchword of the work and contractor shall strive to achieve the quality standards, procedures laid down by BHEL. He shall follow all the instructions as per BHEL drawings and quality standards. Contractor shall provide the services of quality assurance engineer as per the relevant clauses.
12.1.2	Preparation of quality assurance log sheets and protocols with customer / consultants / statutory authority, welding logs, NDE records, testing & calibration records and other quality control and quality assurance documentation as per BHEL engineer's instructions, is within the scope of work / specification. These records shall be submitted to BHEL / customer for approval from time to time.
12.1.3	The protocols between contractor and customer / BHEL shall be made for correctness of foundations, materials, procedures, at each stage of installation, generally as per the requirement of customer / BHEL. This is necessary to ensure elimination of errors and to

12.1.4			avoid accumulation and multiplication of errors.
12.1.4			<p>A daily log book (with proper indexing) should be maintained by every supervisor / engineer of contractor, for respective area of work, on the job for detailing and incorporating alignment/ clearance / centering / levelling readings and inspection details of various equipment, etc. This log book shall be always accessible to BHEL engineers. Welding (as applicable under the scope of this contract) details like serial number of weld joints, welders name, date of welding, details of repair, heat treatment etc. will be documented in welding log as per BHEL Engineer's instructions.</p> <p>Record of radiography (as applicable under the scope of this contract) containing details like serial number of weld joints, date of radiography, repairs, if any, re-shots etc shall also be maintained as per BHEL Engineer's instructions.</p> <p>Record of heat treatments (as applicable under the scope of this contract) performed shall be maintained as prescribed by BHEL.</p>
12.1.5			The performance of welders (as applicable under the scope of this contract) will be reviewed from time to time as per the BHEL standards. Welders' performance record shall be furnished periodically for scrutiny of BHEL's Engineer. Corrective action as informed by BHEL shall be taken in respect of those welders not conforming to these standards. This may include removal/ discontinuance of concerned welder(s). Contractor shall arrange for the alternate welders immediately.
12.1.6			Only welders duly authorized by BHEL / customer / consultant after welder qualification test as per ASME Sec-Ix / AWS D1.1 (as applicable) shall be engaged on the work. All the welders shall carry identity cards as per the proforma prescribed by BHEL / Customer / Consultant.
12.1.7			Any re-laying or re-termination of cables / re-erection of instruments / recalibration of instruments etc. required due to contractor's mistake and found at any stage inspection shall be carried out by the contractor at no extra cost. Repair / rectification procedure to be adopted to make any job acceptable shall be subject to the approval of BHEL.
12.1.8			Weekly Quality Review Meeting at site shall be organised by BHEL to discuss quality issues and next week inspection plans. Site in-charge of the contractor along with QAEs of the contractor must be present in the meeting with closure report of the issues raised by BHEL in the previous meetings.
<b>12.2 REQUIREMENT OF ISO 9001</b>			
12.2.1			BHEL: PSER is accredited with ISO 9001 certification and as such this work is subject to various audits to meet ISO 9001 requirements.
12.2.2			The basic philosophy of the Quality Management System under ISO 9001 is to define the organizational responsibility, work as per documented procedures, verify the output with respect to acceptance norms, identify the non-conforming product / procedure and take corrective action for removal of non-conformance specifying the steps for avoiding recurrence of such non-conformities, & maintain the relevant quality records. The non-conformities are to be identified through the conduct of periodical audit of implementation of quality systems at various locations/stages of work. Suppliers / vendors of various products / services contributing in the work are also considered as part of the quality management system. As such the contractor is expected not only to conform to the quality management system of BHEL but also it is desirable that they themselves are accredited under any quality management system standard.
12.2.3			BHEL reserves the right to carry out quarterly quality audits and quality surveillance of the systems and procedures of contractor's quality management. Contractor shall provide all necessary assistance to enable BHEL to carry out such audit & surveillance.
12.2.4			Quality audits / approval of the results of test & inspection will not prejudice the right of BHEL to reject an equipment service not giving desired performance and shall not in no way limit the liabilities and responsibilities of the contractor in earning satisfactory performances of equipment / service as per specification.
<b>12.3 MMEs / MMRs</b>			
12.3.1			Contractor shall ensure deployment of reliable and calibrated MMEs (Measuring and Monitoring Equipment). The MMEs shall have test / calibration certificates from authorised / Government approved / Accredited agencies traceable to National / International Standards. Re-testing / re-calibration shall also be arranged at regular intervals during the period of use as advised by BHEL Engineer within the contract price.

	The contractor will also have alternate arrangements for such MMEs so that work does not suffer when the particular equipment / instrument is sent for calibration. Also if any MMEs not found fit for use, BHEL shall have the right to stop the use of such item and instruct the contractor to deploy proper item and recall i.e. repeat the readings taken by that instrument, failing which BHEL may deploy MME and retake the readings at Contractor's cost.			
12.3.2	Contractor shall provide all the Measuring Monitoring Equipment (MMEs) required for completion of the work satisfactorily. These MMEs shall be of brand, quality and accuracy specified by BHEL Engineer and should have necessary calibration and other certificates as per the requirement of BHEL Engineer. Decision of BHEL Engineer regarding acceptance or otherwise of the measuring instruments / gauges / tools for the work under this specification, is final and binding on the contractor. BHEL shall give an indicative list of MMEs required for this work else where in this contract and to be made available by the contractor. The list will be reviewed by BHEL site as per the requirement of approved FQPs and the contractor shall meet any augmentation needed wherever required.			
12.3.3	It is the responsibility of the contractor to prove the accuracy of the testing / measuring / calibrating equipment brought by him based on the periodicity of calibration as called for in the BHEL's quality assurance standards/BHEL Engineer's instructions.			
12.3.4	Re-work necessitated on account of use of invalid MMEs shall be entirely to the contractor's account. He shall be responsible to take all corrective actions, including resource augmentation if any, as specified by BHEL to make-up for the loss of time.			
12.3.5	In the courses of erection, it may become necessary to carry repeated checks of the work with instruments recently calibrated, re-calibrated. BHEL may counter / finally check the measurements with their own MMEs. Contractor shall render all assistance in conduct of such counter / final measurements.			
<b>12.4</b>	<b>INSPECTION BY TS / FES / QA ENGINEERS OF BHEL UNITS / ENGINEERING CENTRES</b>			
12.4.1	Apart from day-to-day inspection by BHEL Engineers stationed at Site and Customer's Engineers, stage inspection of equipment under erection and commissioning at various stages may also be conducted by teams of Engineers from Field Engineering Services of BHEL's Manufacturing Units, Quality Assurance teams from Field Quality Assurance, Unit/Factory Quality Assurance and Commissioning Engineers from Technical Services etc. Contractor shall arrange all labour, tools and tackles etc along with proper access for such stage inspections free of cost.			
12.4.2	Any modifications suggested by BHEL FES and QA Engineers' team shall be carried out. Claims of contractor, if any, shall be dealt as per applicable clause of the contract, provided such modifications have not arisen for reasons attributable to the contractor.			
<b>12.5</b>	<b>PENALTIES ON VENDORS / SUB-CONTRACTORS AGAINST NON-COMPLIANCE OF QUALITY NORMS</b>			
SI. No.	Nature of Non-compliance	Penalty for Domestic Project	Penalty for Export Project	Remarks
<b>GENERAL</b>				
12.5.1	Unavailability of QAE deployment schedule (duly approved by BHEL Site) matching with manpower requirement of approved L2 schedule	0.10%	0.10%	Against each RA bill
12.5.2	Unavailability of required number of QAE with proper experience & NDT certification as per the requirement of the Contract	Rs. 1,000.00	\$16.00	Per person per day
12.5.3	Not attending quality meeting of BHEL by nominated member of	Rs. 2,000.00	\$32.00	Per meeting

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	vendor / sub-contractor			
<b>CALIBRATION</b>				
12.5.4	Use of MMEs without valid calibration certificate	Rs. 1,000.00	\$16.00	Per equipment per instance
12.5.5	Use of NDT equipment, welding equipment without having valid calibration certificate / condition not as per requirement	Rs. 1,000.00	\$16.00	Per equipment per instance
<b>WELDING &amp; NDT</b>				
12.5.6	Unqualified welders carrying out welding / tack welding	Rs. 1,000.00	\$16.00	Per welder per instance. (Gatepass of the person shall be withheld)
12.5.7	Not using portable oven for welding consumables	Rs. 500.00	\$8.00	Per welder per instance. (The consumables in the oven shall be confiscated)
12.5.8	Not using electrodes pre-baked in baking oven	Rs. 500.00	\$8.00	Per instance. (The subject consumables shall be confiscated)
12.5.9	Not using welding consumables of approved make & not using correct type of electrode as per approved EWS / Drawing / WPS	Rs. 1,000.00	\$16.00	Per instance. (The subject consumables shall be confiscated)
12.5.10	Non-removal of welding slag and spatters after welding	Rs. 500.00	\$8.00	Per joint
12.5.11	Not using NDT equipment as prescribed in the manual / FQP / guidelines / Contract	Rs. 1,000.00	\$16.00	Per equipment per instance
12.5.12	Welder doing welding without valid job card	Rs. 500.00	\$8.00	Per instance
12.5.13	Discrepancy observed in the weld joints identified by BHEL / Customer for RT vs RT film offered	Rs. 2,000.00	\$32.00	per joint
<b>MATERIAL MANAGEMENT</b>				
12.5.14	Non-maintenance of grid pillar marking	Rs. 200.00	\$3.00	Per location week
12.5.15	Mismatch of location of material in store area w.r.t. location mentioned in stock register	Rs. 500.00	\$8.00	Per instance
12.5.16	Non-compliance of Preservation of material as per storage & preservation manuals	Rs. 1,000.00	\$16.00	Per equipment
12.5.17	Not offering received material for verification within stipulated time as per contract	Rs. 500.00	\$8.00	Per instance
<b>PAINTING &amp; ALLIED WORKS</b>				
12.5.18	Not using primer / paints	Rs. 1,000.00	\$16.00	Per instance

	of approved make and as per Specifications			
12.5.19	Painting without proper surface preparation as per approved schedule / drawing / FQP	Rs. 500.00	\$8.00	Per instance

**PROTOCOLS & LOG SHEETS**

12.5.20	Delay in preparation of Protocols / Logsheets as per approved FQP within 3 days of completion of checks	Rs. 200.00	\$3.00	Per protocol per day delay
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**INSPECTION OF BOUGHT-OUT ITEMS / CONSUMABLES**

12.5.21	Delay in offering inspection of Bought-out Items / Consumables / Aggregates (for items which need site inspection as per approved QP) within 3 days of receipt of material at site	1% of the item value of the LOT	1% of the item value of the LOT	per item per day delay after receipt of material
12.5.22	Delay in submission of required documents (viz. Invoice, Inspection Release Note, COC, MDCC, MTC as the case may be) of Bought-out Items (shop inspection items / consumables) within 3 days of receipt of material at site.	1% of the item value of the LOT	1% of the item value of the LOT	per item per day delay after receipt of material

**NOTE:**

Any non-conformity requiring dismantling / rework, attributable to vendor / sub-contractor, shall be penalised at a rate mentioned above or cost to BHEL, which ever is higher.

<b>13.0</b>	<b>OCCUPATIONAL HEALTH, SAFETY &amp; ENVIRONMENT MANAGEMENT</b>
	Vendor has to follow HSE norms at project site during execution of entire contract period and the applicable HSE norms are noted in Tender Document for HSE norms having Document Title: Health, Safety and Environment Plan for Site Operation by Subcontractors
<b>14.0</b>	<b>PROJECT MANAGEMENT/ CONSTRUCTION MANAGEMENT</b>
	To meet the need of construction management at site, contractor shall provide the following services within quoted/ accepted rates.
<b>14.1</b>	<b>PLANNING &amp; MONITORING</b>
14.1.1	The bidder shall prepare detail construction schedule (L-3) as per completion dates given in this document. This schedule must include all milestone and key activities for each sub-system / component in the areas of engineering (wherever applicable), procurement, manufacture (wherever applicable), excavation/ construction/ erection. This network must conform to the overall project schedule. The bidder should also ensure monitoring of these activities at least weekly basis to start with and on daily basis whenever required by BHEL.
14.1.2	The bidder shall also prepare progress report indicating progress on key activities, management summary for critical activities, list of actions requiring attention of BHEL. This schedule is to be preferably made in PRIMAVERA/MS PROJECTS, so that the same is compatible with BHEL's project management software.
14.1.3	The bidder will have to provide and install 1 no PC of HP/ DELL / HCL /LENEVO or equivalent make with window 10 (professional), 64 bit with roll back to 32 bit O/S and required software like MS Office 2010 Professional or higher, AutoCAD 2014 or higher,

	<p>PageMaker (7.0 etc), ADOBE PDF CREATOR with one no laser jet printer compatible for A4 size printing (ink/ cartridge for which to be supplied as and when required) with power backup at places, as per instruction of BHEL for exclusive use of BHEL.</p> <p>These computers / printers shall remain contractor's property and they will be allowed to take out the same after completion of contract period. The contractor shall provide data / information etc in prescribed formats for periodical updating of the progress reports, material management reports, updating of network pertaining to the contractor's scope of work etc.</p> <p>The contractor shall also provide 1 (one) no computer operator and 1 (one) number service staff for miscellaneous service for BHEL's use at site / Kolkata for reconciliation, progress review &amp; day-to-day planning purpose, documentation etc. These facilities are to be provided within 30 days from LOI date till completion of scheduled contract period.</p> <p>If contractor fails to provide computer / printer / personnel as per requirement, for a continuous period of fifteen days or more, BHEL shall have the right to deduct the amount as per following rates on prorate basis, from contractor's RA bill or any other dues.</p>
14.1.3.1	@ Rs 15,000/- (Fifteen thousand)/ month for computer operator. Or at actuals (rate +30%) if BHEL arranges this facility, whichever is lower.
14.1.3.2	@ Rs 15,000/- (Fifteen thousand) / month for service staff. Or at actuals (rate +30%) if BHEL arranges this facility, whichever is lower.
14.1.3.3	@ Rs 12,000/- (Twelve thousand)/ month for each set of computer & printer. Or at actuals (rate +30%) if BHEL arranges this facility, whichever is lower.
14.1.3.4	In the event of the contract period getting extended beyond the stipulated time for reasons not attributable to you, above services may either be withdrawn or retained as per instruction of BHEL. If services are retained, you will be reimbursed at the above mentioned rate or (actual +15%), whichever is lower, if the services of operator / service staff are being used by BHEL.
14.1.3.5	The contractor's site office must have facilities of communications like E-mail, and telephone with STD facility within a month from LOI.
14.1.4	A list contain supply of computers & printers with their workability status and details of supply of computer operators & service staff with their payment details will be quarterly submitted by the successful bidder to BHEL.
14.2	<b>PROGRESS REPORTING</b>
14.2.1	The bidder shall submit daily, weekly and monthly progress reports for work force, materials reports, consumables (gases / electrodes) report and other reports as per pro-forma considered necessary by the BHEL. In case of any failure on contractor's part to comply with this, BHEL may at its discretion, consider to withhold part payment against their RA bills.
14.2.2	The progress report shall indicate the progress achieved against planned with reasons indicating delays, if any, and shall give the remedial actions which the contractor intends to take to make good the slippage or lost time, so that further works again proceed as per the original program and the slippages do not accumulate and effect the overall program.
14.2.3	The daily work force reports shall clearly indicate the work force deployed, category-wise specifying also the activities in which they are engaged.
14.2.4	Weekly progress review meetings will be held at site during which actual progress during the week vis-à-vis scheduled program shall be discussed or actions to be taken for achieving targets. For discussions, the contractor shall present program of subsequent week. The contractor shall constantly update/revise his work program to meet the overall requirement.
14.2.5	Periodic progress reviews on the entire activities of execution in respect of supply and works in scope of bidder will be held once in a month at Kolkata /site. These meetings will be attended by reasonably higher officials of the contractor and will be used as a forum for discussing all areas where progress needs to be speeded up. The contractor shall be further responsible for ensuring that suitable steps are taken to meet various targets decided upon such meetings.
14.2.6	During construction contractor shall take an average Twenty colour digital photograph / slides (soft copy) each month (not less than four per week) of the works during progress.

	In case of failure in providing such photograph in each month, an amount of Rs. 10,000/- per month shall be deducted from contractor's RA bill.	
14.2.7	Successful bidder has to provide for electronic / computerized storing and re-production/ printing/ plotting of various data, log sheets, protocols, measurements etc. These may be stored in pen drive (as per requirement) and handed over to BHEL as per requirement.	
14.3	<b>SITE ORGANIZATION</b>	
14.3.1	The contractor shall maintain a site organization of adequate strength in respect of manpower, construction machinery and other implements at all time for smooth execution of the contract headed by a competent construction manager for site operations with sufficient level of authority to take site decisions. The vendor will submit organization chart (showing the name of SITE-IN-CHARGE) with individual bio-data indicating various levels of experts to be posted for supervision in the fields of supervision and execution, quality, material management, planning, safety, etc. The organization shall be reinforced from time to time, as required to make up slippage (if any) from the schedule without any commercial implication to BHEL. The organization chart is to be submitted within 10 days from the date of LOI.	
14.3.2	Following (minimum) engineering manpower with power plant construction background to be deployed at site by the successful vendor for their day to day supervision etc. as directed.	
14.3.2.1	Qualified safety officer (exclusive for safety supervision)	One no. officer (from start of work) Two nos. assistant (from start of work)
14.3.2.2	Site supervising staff for Civil work	Minimum 2 (two) no. engineers and 4 (four) no. supervisors with two shift incharges during shell construction. This set up is required for round the clock shell construction of one chimney. In case if shell construction proceeds parallelly in 2 or more chimneys to meet contract schedule/project schedule, site supervising staff for individual chimney to be set up as per above guideline and based on decision of BHEL.
14.3.2.3	Site supervising staff for Structural work	One (1) no. engineer and Minimum 2 (two) nos. supervisors for structural work of one chimney. In case if structural work proceeds parallelly in 2 or more chimneys to meet contract schedule/project schedule, site supervising staff to be set up based on decision of BHEL.
14.3.2.4	Engineer for quality inspection.	Minimum Two no. (one no. from start of work, 2 <sup>nd</sup> as per site requirement)
14.3.2.5	Material management, site enabling	One(1) no.
14.3.2.6	Enginner for Civil Laboratory	One (1) no.
14.3.3	Deputation of above man-power shall be jointly decided at site in line with construction schedule.	
14.3.4	Engineer / supervisor for other functions like store & purchase, material management, planning, fin, admn etc are to be provided as per site requirement and not considered above.	
14.3.5	In the event of non deputation of engineer / supervisor by the bidder as per above agreed schedule, BHEL shall reserve the right to deduct Rs 60,000/- ( Sixty thousand) per man-month for engineer and Rs 40,000 ( Forty Thousand) per man-month for the supervisor / safety officer from RA bills. Further induction of manpower, site supervisor & site engineer will be decided at site as per requirement without any financial implication	
14.3.6	BHEL reserves the right to reject or approve the list of personnel proposed by the contractor. The persons whose bio-data have been approved by BHEL will have to be posted at site and deviation in this regard will not be permitted unless specific & reasonable justification is made.	
14.3.7	In addition to above, a well experienced qualified engineer to be designated, as 'Project Co-cordinator', 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.	

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14.3.8	The contractor should also submit to BHEL for approval a list of T&Ps along with their fitness certificates. The tools & tackles shall not be removed from site without written permission of BHEL.
14.3.9	The contractor should also submit network programs for the erection of various items. These networks shall show the NTPC / BHEL hold points, which have to be cleared by NTPC / BHEL, or their authorized representatives before further erection can take place. These programs for the erection would clearly identify responsibilities of the contractor and NTPC / BHEL. It is the responsibility of the contractor to get the Networks approved by BHEL within four weeks of the date of finalization of award of work/ placement of LOI.
14.4	<b>CONSTRUCTION MANAGEMENT</b>
14.4.1	Based on the approved program, the contractor shall submit a program of construction / erection / commissioning for the implementation. These programs would be amplified showing start of erection and subsequent activities and shall form the basis for site execution and detail monitoring. The three-monthly rolling program with the first month's program being tentative based on the site condition would be prepared based on these programs. The contractor shall also be involved along with NTPC / BHEL to tie up detailed resources mobilization plan over the period of the contract matching with the performance targets.
14.4.2	The program would be jointly finalized by the site in-charge of the contractor with BHEL / NTPC's project coordinator as well as the site-planning representative. The erection program will also identify sequential events matching financial turnover.
14.4.3	These network / Program must confirm to the overall requirement of the project schedule. The bidder should also ensure monitoring of these activities at least on weekly basis to start with and on daily basis whenever required by BHEL.
14.4.4	The contractor is liable to furnish all documentary evidences towards payment of Works Contract Tax as and when required by BHEL.
15.0	<b>TEST CERTIFICATE FOR T&amp;P</b> All T&P, lifting tackles and pulling devices to be deployed by the contractor must bear valid / latest test certificates for their suitability, and the documents shall be preserved at site.
16.0	<b>T&amp;P TO BE PROVIDED BY BHEL</b> No T&P shall be provided by BHEL.
17.0	<b>MATERIAL HANDLING (BHEL ISSUED MATERIAL)</b>
17.1	Ready Mix Concrete, Reinforcement (TMT bar), structural steel (MS plates, ISMB, ANGLE, CHANNEL, Chequered plate, Stainless Steel Plate / liner) for site fabrication only, Borosilicate Glass Blocks, required adhesives / membrane and primer for installation of Borosilicate Glass Block only will be issued free of cost by BHEL for use in the work covered in this contract. All other materials required for proper completion of job shall be provided by contractor and quoted rates shall be inclusive of this.
17.2	Consignment of steel will be directly issued to the contractor as received by BHEL, on weightment basis from its supplier, as per delivery challan of supplier. Borosilicate Glass Blocks, required adhesives / membrane and primer for installation of Borosilicate Glass Block may be issued directly as received from supplier or from BHEL Store. Ready mix Concrete will be issued as per clause 3.4 of scope of work.
17.3	Handling of all steel, Borosilicate Glass Blocks, required adhesives / membrane and primer for installation of Borosilicate Glass Block of total project will be in vendor's scope for which no separate payment will be given by BHEL.
17.4	It would be the responsibility of the contractor to keep in constant contact with BHEL / site to find out the delivery status, arrival of the consignments and arrange for escort to accompany the truck/ trailer for transportation of above materials by BHEL's supplier, as necessary. The lorry, truck way bill for the consignment as shall be received by BHEL would be handed over to the contractor immediately for unloading of materials including all arrangement for necessary gate passes etc. All arrangement for necessary gate passes etc shall be the responsibility of contractor.
17.5	Payment of all demurrages that may result due to contractor's fault/ delay would be the responsibility of the contractor. If BHEL have to make payment of demurrage together with freight, the amount so paid as demurrages for the reasons stated above, shall be recovered from the bills of the contractor. The decision of BHEL's engineer in this regard

	will be final and binding on the contractor. However, the contractor has to clear all such charges, if any in this regard and complete the job without waiting for BHEL's decision.
17.6	It would be the responsibility of the contractor to sign on the delivery book acknowledgement slip of supplier / transport authorities etc.
17.7	Consignments coming on Sundays and holidays are also required to be handled/ unloaded by the contractor. Since the offices and stores will probably remain closed on such days, it will be the responsibility of the contractor to contact BHEL engineers at their residence and obtain instructions.
17.8	Since the consignments are expected to arrive during any time of the day or night, contractor shall have, his workmen round the clock at site as well as other places as required to unload the materials immediately on arrival.
17.9	Unloading of materials at the covered store, storage yard or at places designated by BHEL, stacking & restacking, shifting & resifting, using contractor's own cranes, trailers and other equipments with the valid road permit for their operation, unloading and stacking etc shall be responsibility of the contractor under this contract. All materials shall be stacked, stored above ground level by use of concrete or wooden sleepers. No materials shall remain on ground at any time. All concrete sleepers required for stacking the materials shall be arranged by contractor (successful bidder). All other material handling equipments like winches, d-shackles, slings of various sizes, max puller, pulley blocks, jacks, trucks, tailors etc required for such material handling of steel etc shall be arranged by contractor within quoted / accepted rates.
17.10	It will be the responsibility of the contractor to submit computerized account of all such consignments of materials received by them, daily to BHEL.
17.11	BHEL reserve the right to recover from the contractor any loss arising out of damage / theft or any other causes of the materials issued to him at any point of time.
17.12	Open land (very limited space) for storage shall be provided by BHEL on free of cost basis. Temporary barbed wire fencing of the steel storage yard, batching plant area, reinforcement bending yard area etc are to be done by the contractor(for material pertaining to scope of contract) and is included under the scope of his work. Contractor shall also remove grass, bushes, trees etc wherever required off the land provided to him and shall make proper continuous up-keepment of the open yard/ land by removing grass, bushes trees etc and same is included under the scope of his work & no extra payment shall be made to the contractor in this regard. The bidder shall make complete arrangement of necessary security personnel, to safeguard all free issue materials in his custody. Materials issued will be used only for construction of permanent work. The contractor shall take care of material issued by BHEL and shall protect the same from theft, damage and weathering.
17.13	The contractor shall construct waterproof covered store for Borosilicate Glass Blocks, Adhesives / membrance and Primer Paint. CGI/ asbestos roofing (slope) with brick masonry wall, PCC flooring. Materials required for the same shall be provided by contractor at his own cost. Stacking of materials is to be done as per IS codes or manufacturer / supplier recommendation with proper illumination and locking arrangements.
17.14	The contractor shall in no case be entitled for any compensation or damages on account of any delay in supply or non-supply thereof for all or any such material.
17.15	Rusting of steel, damage of packing of Borosilicate lining materials must be avoided. In case, due to any cause attributable to the contractor, such rusting of steel occur rendering the same unusable, damage of Borosilicate lining materials, then such cost of materials shall be recovered from the interim payment at the penal rate specified in the tender.
17.16	No material shall be issued to the contractor except as those indicated above, i.e. Ready-mix Concrete, steel (reinforcement steel and steel plates for chimney flue can), Borosilicate Glass Blocks, required adhesives / membrance and primer unless otherwise expressly provided for in the contract. Contractor will have to make his own arrangement at his own cost for procurement of any other material as required for the works and of such quality as acceptable to BHEL.
17.17	The contractor shall maintain proper store account for all the BHEL issued materials and shall give monthly computerised reconciliation statement of such account to the BHEL.

17.18	Contractor shall carry out in complete association with BHEL, material management functions and execution like day to day update of materials, issued to contractor, accounting for surplus / scrap material returned etc. These functions shall also be carried out through computerised system utilizing suitable software. Contractor shall provide experienced software personnel to associate on dedicated basis for efficient discharge of the same.
17.17	The contractor shall solely be responsible for the safety & quality of material after it is handed over and issued to contractor by BHEL.
17.18	BHEL issued materials shall not under any circumstances taken out of the project site unless otherwise permitted by BHEL.
17.19	All the necessary lifting tackles, cranes, hydra, tools & plants including tractors, trailers, trucks, pulley blocks, jacks, winches, wire ropes etc, of suitable capacities and other equipments incidental to carry out this work shall have to be arranged by the contractor at his cost. BHEL engineer reserves the right to inspect lifting tackles and equipment before allowing their use. Such approval however shall not relieve the responsibility of the contractor to ensure safe handling of equipment taking the precautions to avoid any accident and damage to other equipment and personnel.
17.20	No separate payment will be applicable for the above job. The contractor will quote the rate for the items inclusive of all charges for the above job. The contractor shall organise despatch & transport steel materials through supplier and unload & receive the materials as above as per requirement decided by BHEL and in this case the decision of BHEL will be final.
17.21	Bidder's scope of handling of steel under the scope of this tender includes stacking / storing of materials over concrete sleepers. Bidder scope shall include provision of concrete sleepers for this purpose and no separate payment against the same will be made by BHEL. After completion of the job bidder shall take back the sleepers. Bidder's quoted rate/ price shall be in consideration to this.
<b>18.0</b>	<b>ISSUE OF MATERIALS</b>
18.1	<b>ISSUE OF READY MIX CONCRETE</b>
18.1.1	Bidder has to give a receipt of quantity of Ready Mix Concrete at the time of taking of concrete at batching plant. For ensuring quantity, bidder may check the print out of concrete from batching plant.
18.1.2	The contractor shall submit to the engineer, a statement indicating estimated quantity of Ready Mix Concrete required at least two months in advance. In addition, the contractor shall also furnish the estimated requirement of Ready Mix Concrete during next month by the third week of the current month, failing which BHEL will not responsible to ensure supply of Ready Mix Concrete. Delay in completion if any for the same shall be in bidders account.
18.2	<b>ISSUE OF STEEL</b>
18.2.1	The steel shall be issued to the contractor free of cost on the following basis.
18.2.1.1	MS structural steel (MS plates, ISMB, ANGLE, CHANNEL, Chequred plate, Stainless Steel Plate/liner) materials – Weighment basis (unit – MT).
18.2.1.2	Reinforcement steel– Weighment basis (unit – MT).
18.2.2	All the steel (Reinforcement, MS plates, ISMB, ANGLE, CHANNEL, Chequred plate, Stainless Steel Plate/liner etc. as per scpe of contract ) issued by BHEL shall be properly accounted for. The total quantity of steel required for the work will be calculated from the approved Bar Bending schedule, fabrication drawings, approved laps, chairs and lugs. The measurement for payment as well as for accounting shall be based on the sectional weights as indicated in the following IS specifications. IS: 808-1989 - Beams, channels and angles IS: 1730-1961 - Plates Reinforcements - grade Fe-500 /Fe 500D confirming to IS:1786 or grade-1 of IS:432 (part-I)
18.2.3	In case any such sectional weights are not available in the above documents, the manufacturer recommendation shall be binding.
18.2.4	The steel issued to the contractor shall be mainly in standard length and sections as received from the supplier. However, the contractor shall be bound to accept the steel in length as available in the project stores no claims for extra payment because of issue of

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	non-standard length will be entertained.
18.2.5	MS flats as required are to be arranged by the contractor as per BOQ items.
18.3	<b>ISSUE OF BOROSILICATE GLASS BLOCK</b> Borosilicate Glass block shall be issued as received vide challan of the transporter in sqm worked out by multiplication of block sizes by no of block.
18.4	<b>ADHESIVES / MEMBRANCE</b> Shall be issued in Kg / Litre as received in drum
18.5	<b>PRIMER PAINT</b> Shall be issued in Litre as received in drum
18.6	The contractor shall satisfy himself of the quality and quantity of the materials at the time of taking delivery from BHEL stores. No claims whatsoever will be entertained by BHEL because of quality or quantity after the materials are taken by contractor from BHEL stores.
18.7	The contractor shall submit to the engineer, a statement indicating estimated quantity of cement, steel, Borosilicate Glass Blocks, required adhesives / membrance and primer required at least two months in advance. In addition, the contractor shall also furnish the estimated requirement of cement and steel during a month by the third week of the previous month indicating his requirement.
18.8	Bidders to ensure that no lamination materials are taken over by them from BHEL. Fabrication wastage, if any due to above, shall not be compensated by BHEL
18.9	Bidder to note that all fasteners like MS/ HT/ HSFG bolts/ nuts, lock nuts, washers etc shall be supplied by the bidder as per applicable item of Price Schedule.
18.10	Bidder to note that cement and steel required for his enabling job like store/ site office etc shall be arranged at his own cost.
<b>19.0</b>	<b>RETURN OF MATERIALS</b>
19.1	<b>RETURN OF READY MIX CONCRETE</b>
19.1.1	Under any circumstances, Ready Mix Concrete will not be taken back. Bidder to plan accordingly for proper use of Ready Mix Concrete.
19.2	<b>RETURN OF STEEL INCLUDING SCRAP</b>
19.2.1	All surplus steel and all wastage materials will be taken back on weighment basis.
19.2.2	Surplus, unused and un-tampered steel shall be sorted section-wise and returned separately at a place as directed by BHEL/ engineer within the project area. Return of such materials will not entitle for any handling and incidental charges.
19.2.3	All wastage/ scrap (including wastage, unusable scrap) shall be returned to the stores or at a place as directed by BHEL/engineer within the project area on weighment basis and a receipt obtained for material accounting purposes. Return of such material will not entitle for any additional cost due handling and transportation and incidental charge.
19.2.4	Scrap for reinforcement steel and structural steel shall be returned separately as per instruction of BHEL.
19.3	<b>BOROSILICATE GLASS BLOCK</b> All unused Borosilicate blocks shall be taken back by BHEL in sqm worked out by multiplication of block sizes by no. of block
19.4	<b>ADHESIVES / MEMBRANCE</b> All unused untampered adhesive / membrane drum shall be taken back by BHEL in Kg as received during issue. Open drum / partially used drum shall not be taken back
19.5	<b>PRIMER PAINT</b> All unused untampered drum containing paint shall be taken back by BHEL in litre as received during issue. Open drum / partially used drum shall not be taken back
<b>20.0</b>	<b>MATERIAL CONSUMPTION AND WASTAGE</b>
20.1	<b>READY MIX CONCRETE CONSUMPTION</b>
20.1.1	The theoretical consumption of various grade are based on approved construction drawing. Quantity shall be calculated considering the volume of concrete as per approved drawing. No extra cost shall be payable to the contractor for any deviation in quantity of Ready Mix Concrete received from the Batching Plant and actual use at site.
20.2	<b>READY MIX CONCRETE WASTAGE</b>
20.2.1	Allowable wastage: One point five percent (+1.5%) of the theoretical consumption shall be considered as allowable wastage.

20.3	REINFORCEMENT STEEL CONSUMPTION		
20.3.1	The theoretical consumption of various diameter of reinforcement shall be based on approved construction drawing and bar bending schedule. Weight shall be calculated considering the sectional weights as per Indian standards. No extra cost shall be payable to the contractor for any deviation in weights for the different procedures adopted for issue and calculation of the theoretical consumption including rolling tolerances.		
20.3.2	Actual consumption = Issue – Surplus.		
20.3.3	Surplus = Un-tampered and unused quantity of steel returned by the contractor to BHEL store along-with relevant documents.		
20.3.4	Wastage = Actual consumption – Theoretical consumption.		
20.4	REINFORCEMENT STEEL WASTAGE		
20.4.1	Allowable wastage : (+3%) of the theoretical consumption shall be considered as allowable wastage.		
20.4.2	Wastage and scrap shall be as per actual weighment basis.		
20.4.3	Sl no	Reinforcement steel	Basis of issue & penal recovery
	R-1	Theoretical consumption (without considering wastage and scrap or loss)	Free
	R-2a	Wastage limited to plus three percent (+3%) of aforesaid theoretical consumption (R-1) towards allowable wastage and return to BHEL Store.	Free
	R-2b	Wastage limited to plus three percent (+3%) of aforesaid theoretical consumption (R-1) towards allowable wastage but not returned to BHEL Store.	Penal rate
	R-3	Wastage beyond three percent (+3%) of the theoretical consumption above (R-1).	Penal rate
20.5	STRUCTURAL STEEL CONSUMPTION		
20.5.1	The theoretical consumption of various sections shall be based on approved drawings. Weights shall be calculated considering the sectional weights as per Indian standard as mentioned in relevant clause. No extra shall be payable to the contractor for any deviation in weights for the two different procedures adopted for issue and calculation of the theoretical consumption including rolling tolerances.		
20.5.2	Actual consumption = Issue – Surplus.		
20.5.3	Surplus = Untempered, unused, uncut quantity of steel returned by the contractor to BHEL store.		
20.5.4	Wastage = Actual consumption – Theoretical consumption.		
20.6	STRUCTURAL STEEL WASTAGE		
20.6.1	Allowable wastage 4 % (four percent) of the theoretical consumption shall be considered. Wastage is further classified as cut pieces and scrap measured as per actual weighment basis. Invisible wastage (loss of materials due to gas cutting, straightening of edges etc) shall be limited to 0.5 % (zero-point five percent) of theoretical consumption and shall be considered for reconciliation purposes only. But this invisible wastage shall be considered to be included in allowable wastage.		
20.6.2	Sl no	Structural steel materials	Basis of issue & penal recovery
	S-1	Theoretical consumption (without considering any wastage, scrap or loss) as per specification & drg.	Free
	S-2a	Wastage limited to plus three-point five percent (+3.5% excluding invisible wastage) of the aforesaid theoretical consumption (S-1) towards allowable wastage and return to BHEL Store.	Free
	S-2b	Wastage limited to plus three-point five percent (+3.5% excluding invisible wastage) of the aforesaid theoretical consumption (S-1) towards allowable wastage but not returned to BHEL Store.	Penal rate
	S-3	Wastage beyond four percent (4%) of the aforesaid theoretical consumption (S-1).	Penal rate
20.7	All wastage reinforcement, MS round (for earthing), structural steel shall be returned to		

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	BHEL.	
20.8	BOROSILICATE GLASS BLOCK	
20..8.1	Consumption shall be calculated based on actual required of no. of block /sqm or supplier recommendation which ever is less.	
20..8.2	Allowable wastage: Two percent (+2%) of theoretical consumption unless specified otherwise in the technical specification. Consumption beyond 2% shall be recovered at penal rate. Basis of recovery shall be as follows:	
SI no	Borosilicate Glass Block consumption	Basis of issue & penal recovery
B-1	Theoretical consumption (without considering any wastage or loss).	Free
B-2	Actual consumption being Limited to Two percent (+2%) of aforesaid theoretical consumption towards allowable wastage.	Free
B-3	Actual consumption beyond Two percent (+2%) of above (B-1).	Penal rate
20.9	ADHESIVES / MEMBRANCE	
20.9.1	Actual consumption of adhesive / membrance per sqm or supplier recommendation which ever is less.	
20.9.2	Allowable wastage: Three percent (+3%) of theoretical consumption unless specified otherwise in the technical specification. Consumption beyond 3% shall be recovered at penal rate. Basis of recovery shall be as follows:	
SI no	Adhesives / Membrane consumption	Basis of issue & penal recovery
M-1	Theoretical consumption (without considering any wastage or loss).	Free
M-2	Actual consumption being Limited to Three percent (+3%) of aforesaid theoretical consumption towards allowable wastage.	Free
M-3	Actual consumption beyond Three percent (3%) of above (C-1).	Penal rate
20.10	PRIMER PAINT	
20.10.1	Actual consumption of paint per sqm or supplier recommendation which ever is less.	
20.10.2	Allowable wastage: Ten percent (+10%) of theoretical consumption unless specified otherwise in the technical specification. Consumption beyond 10% shall be recovered at penal rate. Basis of recovery shall be as follows:	
SI no	PRIMER PAINT consumption	Basis of issue & penal recovery
P-1	Theoretical consumption (without considering any wastage or loss).	Free
P-2	Actual consumption being Limited Ten percent (+10%) of aforesaid theoretical consumption towards allowable wastage.	Free
P-3	Actual consumption beyond Ten percent (+10%) of above (P-1).	Penal rate
21.0	<b>RECONCILIATION OF BHEL ISSUED MATERIALS</b>	
21.1	The contractor shall submit a reconciliation statement of RMC, steel, Borosilicate Glass Blocks, required adhesives / membrance and primer issued to him with each RA bill.	
21.2	At the time of submission of bills, the contractor shall properly account for the material issued to him as specified herein to the satisfaction of BHEL certifying that the balance materials are available with contractor's custody at site.	
21.3	At the time of submission of bills by the contractor, if it is noticed by BHEL that the wastage is high and calls recovery at the penal rate, then BHEL will proceed for recovery for the excess wastage as per penal recovery rates as specified.	
21.4	The approved drawings/ bar bending schedules are to be considered for the purpose of reconciliation of materials.	
22.0	<b>RECOVERY OF MATERIAL</b>	
22.1	If wastage exceeds the specified limit, the recovery of excess wastage shall be made	

	from monthly RA bill at the penal rate stipulated below.	
22.2	<b>PENAL RATE OF MATERIALS</b>	
22.2.1	Item	Penal rate
	Ready Mix Concrete	
	M - 7.5	Rs 6,500 per Cum
	M - 10	Rs 7,000 per Cum
	M - 15	Rs 7,850 per Cum
	M - 20	Rs 8,600 per Cum
	M - 25	Rs 8,700 per Cum
	M - 30	Rs 8,900 per Cum
	M - 35	Rs 12,300 per Cum
	M - 40	Rs 12,600 per Cum
22.2.2	Reinforcement steel and MS rod etc.	Rs 75,000/- per MT.
22.2.3	Stainless Steel Plate / Liner	Rs 400,000/- per MT
22.2.4	Structural steel materials.	Rs 80,000/- per MT.
22.2.5	Borosilicate Glass Block	Rs 28000 / Sqm
22.2.6	Adhesives / Membrane	Rs. 2500 / Kg
22.2.7	Primer Paint	Rs. 300 / Litre
<b>23.0</b>	<b>CONSTRUCTION OF TEMPORARY OFFICE, STORES ETC</b>	
23.1	The contractor shall arrange at his own cost cleaning of area allotted, construction of his temporary office, stores, cement godown etc. and also the watch and ward of all the above. Materials required for the same shall be provided by contractor at his own cost.	
23.2	BHEL contemplates to provide fabrication yard with in approx 1000 mtr from chimney. However, during execution, based on actual site conditions, requirement and layout and approaches, the above may change suitably.	
<b>24.0</b>	<b>TOOLS &amp; PLANTS (TO BE PROVIDED BY CONTRACTOR)</b>	
24.1	Tentative list of T&P to be deployed by contractor for successful completion of work is detailed below.	
24.2	It may be noted that the list is not exhaustive and is only for guidance. The contractor is required to provide all necessary T&P (other than those specified to be provided by BHEL, if any) measuring (calibrated) instruments & handling equipments to maintain work progress for timely completion of total work as per contract. In case of project requirement, some activities may have to pre-pone. In such cases the contractor have to deploy additional T&P. Quoted rate shall be inclusive of such emerging requirements. However, contractor shall submit deployment plan of all T&P after order to BHEL / SITE.	
24.3	In the event of any failure on the part of the contractor to deploy T & P to sustain desired work progress, BHEL may at his discretion also terminate the contract on this ground and take out any or whole amount of the contract from the scope of the contractor. In the event of failure of contractor to deploy necessary and sufficient T&P/ IMTEs to maintain work progress, <b>BHEL will arrange the same including mobilization, demobilization, hiring charge, fuel charge etc of same from any of BHEL site/ other agency &amp; charges</b> as applicable plus 10% at the risk & cost of contractor shall be deducted from contractor's RA bill. BHEL also reserve for suitable deduction towards non-deployment of T&P as per project requirement in line with BHEL's rate of T&P charges available at BHEL/site through corporate circular time to time. Decision of BHEL in this regard will be final & binding on contractor.	
24.4	Following Major T&Ps to be arranged by contractor within the time as indicated :	
	<b>Major T&amp;P items</b>	<b>Mobilizing time from LOI/Site intimation , whichever is later</b>
24.4.1	2 Nos. Hydraulic Excavator/Poclain	Within 30 days
24.4.2	2 Nos. Dozer	Within 20 days
24.4.3	10 Nos. Dumper	Within 30 days
24.4.4	2 Nos. Vibromax/Earth Compactor	As per site requirement
24.4.5	2 Nos. Air Compressor	As per site requirement
24.4.6	2 Nos. 18 / 20 T Crawler Crane	Within 210 days.
24.4.7	2 Nos Hydra (10 / 12 T Cap)	within 90 days.
24.4.9	30 Nos Welding Machine	As per requirement

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24.4.10	Motorized MS plate bending machine along with angle bending device – 1 no.	Within 120 days
24.4.11	6 Nos Transit Mixer (5 / 6 Cum capacity)	3 Nos Within 30 days Balance 3 Nos within 60 days
24.4.12	4 No Concrete Pump (20 cum/ hr min capacity & lift 70M)	Within 75 days.
24.4.13	5 Nos Self Priming Dewatering Pump 5 HP (diesel / electric)	Within 20 days.
24.4.14	5 Nos Multi stage high lift water Pump (for curing) (lifting height shall be 175 metre). Two shall be working and other will be stand by.	Within 75 days.
24.4.15	2 Nos Pneumatic Hammer.	As per site requirement
24.4.16	6 Nos Reinforcement Bending Machine	Within 30 days
24.4.17	4 Nos Reinforcement Cutting Machine	Within 30 days
24.4.18	1 No Compression Testing Machine (200 T Cap)	As per site requirement
24.4.19	Civil laboratory equipments as per list attached in ANNEX 'A & A1'	Within 60 days.
24.4.20	Power Winch – 3 T - 4 nos for structural erection.	As per requirement
24.4.21	Power Winch – 5 T – 2 nos for structural erection.	As per requirement
24.4.22	Power Winch – 10 T - 4 nos for structural erection	As per requirement
24.4.23	1 No Total Station	Within 20 days.
24.4.24	2 Nos Auto Level & Staff	Within 20 days.
24.4.25	2 nos DG set (suitable capacity as per requirement)	1 <sup>st</sup> Within 30 days. 2 <sup>nd</sup> Within 75 days.
24.4.26	Concrete Cube Moulds – Adequate no.	As per requirement
24.4.27	Slip / Inter form equipment set including required winches for man & material lifting, hydraulic spare pump, minimum 10% spare jack, epoxy painted MS shutter plate, wooden planks materials and passenger hoist with safety block (safety devices), safety ropes etc complete - 2 sets minimum.	1 <sup>st</sup> to be mobilized within 90 days 2nd to be mobilized within 150 days 3 <sup>rd</sup> - As per site requirement and discussion with BHEL(if reqd)
24.4.28	Strand Jack / winches with safety device lifting capacity 15 T	As per requirement
24.4.29.a	Hanging platforms with safety device -2 nos	As per requirement
24.4.29.b	2 Nos Trailor – 20T,	Within 30 days.
24.4.29.c	2 Nos Drinking Water Tank – 1000 Lit.	Within 30 days.
24.4.30	2 Nos Ultra-Sonography Testing Machine for structural work.	As per requirement
24.4.31	2 Nos Radiography Source.	Whenever required
24.4.32	Radioset – 1 no (VHF/UHF.)	Within 120 days.
24.4.33	30 Cum/Hr. capacity of Automatic Batching Plant with Printing facility with required Silo for storing of Cement to be commissioned at Site.	Within 45 days
24.4.34	15 Cum/Hr. capacity of Automatic Batching Plant with Printing facility with required Silo for storing of Cement to be commissioned at Site.	Within 60 Days
24.4.35	Ready mix concrete Testing Lab 1 AC Lab 4.50 m x 4.50 m and 1 Non-AC Lab 4.50 m x 6.00 m with required Equipment & Instrument as per Annexure – A(Tentative List)	Within 60 Days
24.4.36	Portable fire extinguishers as below: Soda acid – 4 sets. Dry chemical powder – 4 sets CO2 – 2 sets. Water & sand bucket (4 buckets in one stand) – 3 sets. Fire hose with nozzle (50 M length) – 2 sets.	Within 60 days.

24.5	<p>T&amp;P shown in the above mentioned list are tentative and minimum requirement based on planned progress requirement.</p> <p>Actual Mobilisation schedule, based on front availability, drawings and material availability at site is to be reviewed and mutually agreed with BHEL site periodically from time to time &amp; form a joint MOM for mobilisation of major T&amp;Ps, and the same have to be adhered to and no change will be permitted without written approval of BHEL site.</p> <p>Further requirement will be reviewed time to time at site and contractor will provide additional T&amp;P/ equipments to ensure completion of entire work within schedule time without any financial implication to BHEL. All other T&amp;Ps shall be provided by the contractor without any extra cost to BHEL. Vendor will give advance intimation &amp; certification regarding capacity etc prior to dispatch of heavy equipments.</p>																																																				
24.6	All T&P and all IMTEs, which are required for successful and timely execution of the work covered within the scope of this tender, shall be arranged and provided by the contractor at his own cost in working condition.																																																				
24.7	In the event of non mobilisation of any T&P by the successful bidder and as a result progress of work suffered, BHEL reserves the right to deduct suitable amount from the dues of the bidder, with assigning reasons thereof as per the following rate given below.																																																				
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24.7.29.b	Drinking Water Tank – 3000 Lit.	Rs 5000/- per week or part thereof	
24.7.29.c	Ultra-Sonography Testing Machine For Structural Work.	Rs 5000/- per week or part thereof	
24.7.30	Radiography Source.	Rs 500/- per week or part thereof	
24.7.31	Radioiset – 1 no (VHF/UHF.)	Rs 500/- per week or part thereof	
24.7.32	Any other equipment/T &P	As per discretion of engineer	
24.8	After completion of major quantum of work, vendor may be permitted to take out any of his T&P progressively, if deemed fit by BHEL Site as per balance work program. The same will be jointly agreed and recorded. BHEL decision in this regard will be final and binding on the vendor.		
24.9	It is not obligatory on the part of BHEL to provide any tools and tackles or other materials other than those specifically agreed to do so by BHEL. However, depending upon the availability, BHEL / BHEL's Customer handling equipment and other plants may be made available to the contractor on payment of higher charges as fixed, subject to the conditions laid down by BHEL/Customer from time to time. Unless paid in advance, such hire charges, if applicable shall be recovered from contractor's bill / security deposit or any other payment.		
<b>25.0</b>	<b>CIVIL LABORATORY</b>		
	Contractor shall establish and maintain civil laboratory Room with necessary equipment for conducting relevant site tests, as required. Tentative list of Lab equipments to be deployed / arranged by the contractor are given in Annexure-A.		
<b>26.0</b>	<b>CONSTRUCTION SCHEDULE</b>		
26.1	Entire work shall be carried out in accordance with the broad construction / Milestone schedule, within the stipulated completion period. Within 30 days of LOI, the contractor shall discuss with BHEL site engineer & furnish detail construction schedule (L-3/ L-4) indicating all milestones on the basis of major activities and get it approved from BHEL engineer. This schedule will undergo review and based on progress vis-à-vis project requirement, contractor shall have to submit revised schedule for approval of BHEL.		
26.2	<b>SI. No.</b>	<b>Activity</b>	<b>Completion time (Time period w.e.f. date of start of work)</b>
	<b>A</b>	<b>SERVICE PART</b>	
1		Completion of Raft foundations of Chimney for 1 <sup>st</sup> Unit	3 months
2		Completion of RCC Wind Shield for 1 <sup>st</sup> Unit	7 months
3		Completion of Steel Flue for 1 <sup>st</sup> Unit	10 months
4		Completion of Borosilicate Lining work of Chimney for 1 <sup>st</sup> Unit including all balance activities	12 months
5		Completion of Raft foundations of Chimney for 2 <sup>nd</sup> Unit	6 months
6		Completion of RCC Wind Shield for 2 <sup>nd</sup> Unit	10 months
7		Completion of Steel Flue for 2 <sup>nd</sup> Unit	13 months
8		Completion of Borosilicate Lining work of Chimney for 2 <sup>nd</sup> Unit including all balance activities	15 months
9		Completion of Raft foundations of Chimney for 3 <sup>rd</sup> Unit	9 months
10		Completion of RCC Wind Shield for 3 <sup>rd</sup> Unit	13 months
11		Completion of Steel Flue for 3 <sup>rd</sup> Unit	16 months
12		Completion of Borosilicate Lining work of Chimney for 3 <sup>rd</sup> Unit including all balance activities	18 months
	<b>B</b>	<b>SUPPLY PART (including detailed design/drawing for such material which are in vendor scope should match with above schedule)</b>	
1		Approval for detailed fabrication 1 <sup>st</sup> Unit	4 months

2	Supply of Elevator for 1 <sup>st</sup> Unit	7 months
3	Supply of Electrical Items for 1 <sup>st</sup> Unit	9 months
4	Approval for detailed fabrication 2 <sup>nd</sup> Unit	7 months
5	Supply of Elevator for 2 <sup>nd</sup> Unit	10 months
6	Supply of Electrical Items for 2 <sup>nd</sup> Unit	12 months
7	Approval for detailed fabrication 3 <sup>rd</sup> Unit	10months
8	Supply of Elevator for 3 <sup>rd</sup> Unit	13 months
9	Supply of Electrical Items for 3 <sup>rd</sup> Unit	15 months
<b>Total Completion time for three units is 18 (12+3+3) Months.</b>		
26.3	Deleted.	
26.4	The contractor shall plan his work in such a manner so as to meet the overall project schedule, in consultation with BHEL / NTPC engineer.	
26.5	Contractor shall submit daily work program based on above construction schedule. Defferement of above schedule is not acceptable. Contractor will adhere to schedule and resource planning to be augmented to ensure completion as per schedule.	
26.6	<p>Contractor shall engage BHEL/NTPC approved agency for joint design calculation/preparation of detail drawing and separate BHEL/NTPC approved agency for review and approval of detail drawing/joint design calculation in consultation with BHEL. These detail drawings/joint design calculation approved by vendor appointed agency shall be submitted to BHEL/NTPC for their review and approval.</p> <p>Contractor shall submit structural fabricatcon drawings duly approved by vendor appointed agency within 15 days from the release of engineering drawings by BHEL.</p> <p>Vendor to ensure checking of detail drawing and obtaining approval from BHEL/NTPC through the approved agency within 15 days from detail drawing fabrication submission date. Vendor has to ensure availability of approved drawing at site immediately after the approval and execution of fabrication work based on drawings having final approval of BHEL/NTPC.</p> <p>List of the agency for structural drawing detailing and checking are attached in Annexure-B. This list is indicative and for tender purpose only. Vendor has to ensure approval of such agency from BHEL within 45 days from the date of LOI.</p>	
26.7	Above schedule is indicative. The contractor shall plan his work in such a manner so as to meet the overall project schedule, in consultation with BHEL/NTPC Engineer.	
27.0	<p><b>COMPLETION PERIOD</b></p> <p>The entire work under this scope ,for all three (03) chimneys , shall be successfully completed in all respect within 18 (eighteen) months from the date of Start of work as certified by Construction Manager, BHEL</p> <p>Mobilisation period is 15 days from the date of LOI / intimation by Construction Manager BHEL, Nabinagar Site whichever is later.</p>	
28.0	<p><b>CERTIFICATE TOWARDS COMPLETION</b></p> <p>The work under the scope of the contractor shall be deemed to have been completed in all respects only when so certified by CM, BHEL / NTPC. The decision of BHEL in this regard shall be final and binding on the contractor.</p>	
29.0	<p><b>EXTENSION OF TIME FOR COMPLETION</b></p>	
29.1	If the completion of work as detailed in the scope of work gets delayed beyond the contract / completion period, the contractor shall request for an extension of the contract and BHEL at its discretion may extend the contract.	
29.2	Based on the reviews jointly signed, the works balance at the end of original contract period less the backlog attributable to the contractor shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the contractor is bound to complete the portion of backlog attributable to the contractor. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly.	
29.3	However, if any 'Time extension' is granted to the contractor to facilitate continuation of work and completion of contract, due to backlog attributable to the contractor alone, then it shall be without prejudice to the rights of BHEL to impose penalty/ LD for the delays	

	attributable to the contractor, in addition to any other actions BHEL may wish to take at the risk and cost of contractor.
29.4	A joint programme shall be drawn for the balance quantity of work to be completed during the period of 'Time Extension', along with matching resources to be deployed by the contractor as per specified format. Review of the programme and record of shortfall shall be done.
29.5	During the period of 'Time extension', contractor shall maintain their resources as per mutually agreed program.
29.6	At the end of total work completion as certified by BHEL engineer, and upon analysis of the total delay, the portion of time extensions attributable to (i) Contractor, (ii) Force majeure conditions, and (iii) BHEL, shall be worked out and shall be considered to be exhausted in the same order. The total period of time extensions shall be the sum of (i), (ii) and (iii) above and shall be equal to period between the scheduled date of completion and the actual date of completion of contract. LD shall be imposed/ levied for the portion of time extensions attributable to contractor and recoverable from the dues payable to the contractor.
<b>30.0</b>	<b>MOBILIZATION ADVANCE/ INTEREST BEARING RECOVERABLE ADVANCE</b> Not applicable.
<b>31.0</b>	<b>SECURITY DEPOSIT &amp; PERFORMANCE BOND</b>
31.1	Security deposit shall be applicable as per relevant clause of GCC (Volume-IB).
31.2	Performance bond is applicable for SCH-3-SERVICE PART 1B and SCH-4-SUPPLY PART of price schedule value as per following terms.
31.2.1	In addition to the security deposit, the contractor shall provide to BHEL bank guarantee from an approved nationalized bank for an amount equal to 5% of the stated price as performance bond (under the terms of a bond) within 30 days from the date of LOI and the terms of the said bond shall be such as shall be approved by BHEL. The bond shall remain valid until 6 months after the expiry of warranty/ guarantee period. The obtaining of such guarantee and the cost of bond to be so entered into shall be at the expense in all respects to the contractor.
31.2.2	BHEL reserve the right of forfeiture of the above bond in addition to other claims and penalties in the event of the contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserve the right to set off this bond against any claim of any other contract with BHEL.
<b>32.0</b>	<b>REVISION ON ACCEPTED CONTRACT RATE</b> Not applicable in this tender.
<b>33.0</b>	<b>LIQUIDATED DAMAGE/ PENALTY</b>
33.1	<b>INTERMEDIATE MILESTONE</b>
33.1.1	In case delay in achieving the Milestone ( <b>M1</b> ) as mentioned in Clause 26.2.A.2 above, is solely attributable to the contractor, 0.5% per week of executable contact value, limited to maximum 2% of executable contact value, will be withheld.
33.1.2	In case delay in achieving the Milestone ( <b>M2</b> ) as mentioned in Clause 26.2.A.11 above, is solely attributable to the contractor, 0.5% per week of executable contact value, limited to maximum 3% of executable contact value, will be withheld.
33.1.3	Amount already withheld, if any, against slippage of <b>M1</b> Milestone ( as mentioned in clause 26.2.A.2) shall be released only if there is no delay attributable to contractor in achievement of <b>M2</b> Milestone ( as mentioned in Clause 26.A.11)
33.1.4	Amount to be withheld on account of slippage of identified intermediate milestone(s) shall be withheld out of respective milestone payment and balance amount (if any) shall be withheld @10% of RA Bill amount from subsequent RA bills.
33.1.5	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.
33.1.6	In case of termination of contract due to any reason attributable to contractor before completion of work, the amount already withheld against slippage of intermediate milestones shall not be released and be converted into recovery.
33.1.7	In case of LD recovery, the applicable GST shall also be recovered from the contractor.
33.1.8	All other terms shall be as per the provision of GCC in this regard.

33.2	<b>Overall Completion</b>
33.2.1	If the completion of work is delayed beyond the completion period (as mentioned in clause no - 27 ) due to reasons attributable to the contractor, they shall pay to BHEL as penalty a sum @ 0.5 % of contract price per week of delay or part thereof subject to a maximum of 10 % of the total contract value.
33.2.2	All other terms shall be as per the provision of GCC in this regard.
33.3	In case of LD recovery, the applicable GST shall also be recovered from the contractor.
Note:-	*Executable Contract value- Value of work for which inputs/fronts were made available to contractor and were scheduled for execution till the date of achievement of that milestone.
<b>34.0</b>	<b>CONTRACT PRICE</b>
34.1	The bidder shall quote their total price strictly in accordance with prescribed Price schedule of Volume-III (Latest revision).
34.2	The quantities of the various items mentioned in the respective Price schedules, Volume-III are approximate, based on very preliminary information and may vary to any extent or to be deleted altogether. The quoted rates of each item will remain firm throughout the period of execution including extension, for reasons whatsoever, as long as variation in the total value of the work executed under any part of this contract including extra items, if any, but excluding any price variation, remains within +/- 15 % (plus/minus fifteen percent) of the awarded price (as per LOI / WO).
34.3	The unit rate quoted for various items of BOQ shall include all the stipulation mentioned in the tender documents and nothing extra over BOQ rates shall be payable.
34.4	However, the contractor shall inform BHEL in case quantity variation of any item crosses + 50% (plus fifty percent) limit during execution and obtain approval/consent of CM, BHEL for execution of further quantity for this item.
34.5	Total price (Supply & service parts together) will be considered for evaluation.
34.6	Price schedule is split into 2 parts, service part & supply part, total of which shall be taken into account for evaluation and awarding. Contractor shall supply all material covered under supply part of price schedule. Unless otherwise specified in price schedule, contractor shall obtain prior approval from BHEL / owner regarding manufacturer / make of all items under contractor's scope of supply (under service part or supply part of price schedule).
<b>35.0</b>	<b>TAXES AND DUTIES</b>
35.1	All taxes excluding GST & BOCW Cess (as specified elsewhere in the tender) but including, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract shall be borne by successful bidder and shall not be payable extra by BHEL. Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful bidder contractor. Bidder's quoted/ accepted rates/ price shall be inclusive of all such requirements.
35.2	GST along with Cess (as applicable) legally leviable & payable by successful bidder as per GST Law shall be paid by BHEL, extra. Hence, bidder shall not include GST along with Cess (as applicable) in their quoted rates/ price.
35.3	Successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by successful bidder on BHEL for this project / work.
35.4	Since GST on output will be paid by BHEL separately as enumerated above, bidder's quoted rates / price should be after considering the Input Credit under GST law at bidder's end.
35.5	TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills (RA bills) unless exemption certificate from the appropriate authority / authorities is furnished.
35.6	TDS under GST shall be deducted at applicable rates on gross invoice value from the running bills (RA bills).
35.7	Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred thereunder) wherein the 'Bill To' details shall encompass following. BHEL GSTN – Refer attached GSTN code table of BHEL. Name - BHARAT HEAVY ELECTRICALS LIMITED Address - Shall be intimated later. Specific details of

	BHEL GSTN, Name and Address as stated above, have been specified elsewhere in the tender.
35.8	Successful bidder to intimate immediately on the day of removal of goods (in case of any supply of goods) to BHEL along with all relevant details and send a scanned copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances. Portal address. and Email address – Shall be intimated later. Specific details of above shall be intimated to successful bidder by BHEL at appropriate juncture.
35.9	In case of delay in submission of above-mentioned documents on the date of despatch, BHEL may incur penalty / interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from successful bidder, in case such delay is not attributable to BHEL.
35.10	In case of raising any Supplementary Tax Invoice (Debit / Credit Note), successful bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.
35.11	Successful bidder shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice. If any supply of goods is applicable, successful bidder shall also ensure prompt delivery of goods after despatch.
35.12	Bidder shall note that in case GST credit is delayed / denied to BHEL due to delayed / non receipt of goods and / or Tax Invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons, not attributable to BHEL, GST amount shall be recoverable from successful bidder along with interest levied/ leviable on BHEL, as the case may be.
35.13	Successful bidder shall upload the invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the successful bidder along with interest levied / leviable on BHEL.
35.14	Way Bill: Successful bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract. Successful bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit / Way Bill, if required, shall be arranged by successful bidder and BHEL will not supply any Road Permit/ Way Bill for this purpose.
35.15	Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.
35.16	Benefits and / or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a later date.
<b>36.0</b>	<b>INTERIM PAYMENTS</b>
<b>36.1</b>	<b>SERVICE PART</b>
36.1.1	For all items of works, as per the Price schedule, Vol-III, billing shall be on item rate basis. However, Interim Payment shall be limited to 95% of gross bill amount.
36.1.2	All admissible recovered/ adjustments etc. shall be made from the interim payable amount.
36.1.3	Balance 5 % retained from each RA bill will be released on completion of guarantee period. However, this 5 % payment can be released against submission of bank guarantee valid for the guarantee period as stated above in Proforma / Format of performance bank guarantee, subject to receipt of certificate that all works are completed in all respects. Submission of bank guarantee towards retention is separate and other bank guarantee(s) cannot be utilized for this purpose. This retention bank guarantee will be refunded after guarantee period.
36.1.4	1.5 % of gross bill amount shall be paid in the following manner on certification by BHEL engineer after compliance of each of following activity in each month. In case of non-fulfilment of respective activity by vendor in each month, no payment shall be made by

	BHEL against corresponding activity and no claim of bidder at a later date, whatsoever, in this regard shall be entertained by BHEL.
36.1.4.1	0.7 % shall be paid on compliance of housekeeping of vendor's working area and store/ office areas.
36.1.4.2	0.3 % shall be paid on compliance of general illumination of vendor's working area and stores, office area.
36.1.4.3	0.2 % shall be paid on compliance of applicable OHSAS requirement as per guidelines of BHEL/ PSER and as specified in the tender.
36.1.4.4	0.3 % shall be paid on compliance of applicable safety requirement as per guidelines of BHEL/ PSER and as specified in the tender.
36.1.5	Contractor's RA bill, complete & correct in all respects, certified by BHEL engineer, shall be paid after 45 days of receipt of bill with all supporting documents.
36.1.6	BHEL site at its discretion, may further split up the above percentages of break up ( as mentioned in clause no 36.1.1, including payment splitting of individual BOQ item) with the approval of Site GM / Construction Manager and effect payment to suit the site condition, cash flow requirement, according to the progress of work.
36.1.7	Such payment as above shall be effected only on certification by BHEL against completion of each stage.
36.1.8	Applicable GST, which can be claimed at any point, shall be released to you upon compliance of following:
36.1.8.1	You declaring such Invoice in his GSTR-1
36.1.8.2	Receipt of Goods / services and Tax Invoice by BHEL
36.1.8.3	Confirmation of payment of GST thereon by you on GSTN Portal
<b>36.2</b>	<b>SUPPLY PART</b>
36.2.1	Payment shall be made by BHEL site office after 45 days of receipt of invoice subject to its completeness in all respects as per BHEL's procedure. All admissible recovered / adjustments etc shall be made from the interim payable amount. BHEL may release payment through electronic mode, for which bidder shall comply with necessary requirement.
36.2.2	For all items of work as per rate schedule of main supply, payment shall be made as per following break-up of contract price.
36.2.2.1	5 % of basic price of materials on submission and approval of all basic design documents such as data sheets/ drawings, quality plans etc as per tender.
36.2.2.2	65 % of basic price of materials supplied along with 100 % GST (as applicable) against dispatch document on pro-rata dispatch of material to site as per approved billing schedule. Documents (required sets) required, as applicable, for such payment are as follows.
36.2.2.2.1	GST invoice in original.
36.2.2.2.2	LR / RR (consignee copy).
36.2.2.2.3	Packing list.
36.2.2.2.4	BHEL / customer MDCC enclosing QS note, inspection & test certificate, wherever applicable.
36.2.2.2.5	Copy of letter, addressed to insurance company intimating dispatch.
36.2.2.3	10 % of basic price of materials received along with 100% freight & others, against Material Receipt Certificate (MRC) issued after receipt of materials and its physical verification at site on pro-rata basis. Collection of MRC from the site and its submission for claiming the payment shall be bidder's responsibility.
36.2.2.4	10 % of the basic price shall be released against completion of erection of the equipments supplied.
36.2.2.5	10 % of basic price shall be released against (i) Trial run of the system / package ii) Successful completion of PG (Performance guarantee) test / demonstration test of the system / package, as applicable, (iii) Submission of final documents, e.g. as-built drawings, O&M manual etc and (iv) Handing over of the system / package to the NTPC. In case of delay in completion of PG Test / demonstration test for the reasons not attributable to the vendor, this amount can be paid on submission of BG of equivalent amount, valid initially for 6 months & to be revalidated till completion of trial run or PG test

	/ demonstration test or handing over of the system / package, whichever is later. However, vendor has to complete all other activities and fulfill all formalities for final billing / contract closing prior to drawing this payment.
36.2.3	Detail billing schedule to be submitted by the successful vendor to BHEL for approval within 60-days of LOI or otherwise specified by BHEL after placement of LOI.
36.2.4	BHEL site, at discretion, may further split up the above percentages and effect payment to suit the site condition, cash flow requirement, according to the progress of work.
<b>37.0</b>	<b>PRICE VARIATION CLAUSE(PVC)</b>
37.1	Not applicable for this tender.
<b>38.0</b>	<b>OVER RUN CHARGES(ORC)</b>
	Not applicable for this tender.
<b>39.0</b>	<b>METHOD OF MEASUREMENT</b>
39.1	Mode of measurement shall be as per relevant clauses of technical specification of this tender. In case the same is not available the relevant IS 1200 in conjunction of IS code 3385 shall be adopted. In case the same is also not available, the standard procedure adopted in CPWD shall be adopted. In case the same is also not available in CPWD, the measurement of the work done will be based on the mutual agreement between BHEL and contractor. In all the above cases, the interpretation of BHEL will be final and binding to the contractor.
39.2	Method of measurement for earth work shall be as per following:
39.2.1	Earthwork in excavation - Measurement shall be as per actual excavated quantity at site and as per clause 5.2.0 of Technical Specification, Section D, Sub-Section D1 of VOL-II B (Standard Technical Specification).
39.2.2	Earthwork in backfilling – Measurement shall be as per excavation quantity after deduction for concrete etc. Difference in final backfilled level with respect to initial ground level shall also be taken into account for deduction, if any, from excavation quantity.
<b>40.0</b>	<b>EXTRA/ ADDITIONAL ITEMS OF WORK</b>
	It shall be as per relevant clause no. 2.15 of GCC. However DSR-2018 to be referred for cl. no. 2.15.7-b.
<b>41.0</b>	<b>DESIGN OFFICE AND FABRICATION DRAWING</b>
41.1	Based on design drawings of structures, to be issued to the contractor from time to time by BHEL, contractor will prepare & submit within 15 days of receipt, the detail fabrication / shop drawing including tabulated form of bill of materials (BOM), joint calculations, for comments / approval of BHEL at the office of BHEL . BHEL reserves the right to assess the capability of the agency to be deployed by contractor for preparation of such fabrication drawing, and prior approval from BHEL Engineering office at Noida, is required for appointment of such agency.
41.2	Since time is the essence of the contract, the contractor must indicate the location of their design office where from such detailed activities will be made operative. It is preferred that the contractor have establishment / liason office at Delhi / Noida with a co-ordinator for better co-ordination with BHEL-PEM.
41.3	Contractor shall submit progress report pertaining to fabrication drawing, by 7 <sup>th</sup> of each month, drawing-wise, section-wise cumulative bill of materials for which engineering drawing has been issued to them and status of fabrication drawing.
41.4	Based on specification vendor has to design the electrical drawing & aviation lights for chimney within the time schedule mentioned in relevant clause. Based on approval from BHEL / NTPC, vendor has to procure & supply the materials at site.
41.5	As per specification, vendor has to submit the design, MQP & drawing for elevator. On approval of the same, vendor has to take further action for supplying the Elevator to site.
<b>42.0</b>	<b>FABRICATION</b>
42.1	Fabrication of structural steel items ( <b>except work done at qualified shop(s) out side the project premises as per BOQ cum Price schedule</b> ) shall be done in fabrication yard inside project premises. Quality plan for structural works will be issued during execution stage upon approval of customer Bidders to note that all fasteners like MS / HT / HSFG bolts, nuts, lock nuts, washers etc shall be supplied by bidder as per technical specification / drawings.
42.2	Bidder, at his own cost, shall supply electrodes required for fabrication, erection of

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	structural steel as per specification and approval of BHEL.
42.3	Above mentioned clauses pertaining to consumption and wastage of structural steel applies to those materials issued by BHEL for site fabrication.
<b>43.0</b>	<b>INSURANCE</b>
43.1	BHEL shall arrange comprehensive MCE (marine cum erection) Insurance Policy for total project supply & services including balance of plant package covering transit risks & loss, destruction or damage during handling at Site, Storage, civil works ,erection, testing and commissioning up to trial operation completion of unit including theft, sabotage, fire, lightning and other natural calamities.
43.2	Contractor shall report to BHEL in writing any damages to equipment/components on receipt, storing, and during withdrawal of the materials from stores, in transit to site and unloading at place of work and during erection and commissioning till trial operation completion including handing over. The above report shall be as prescribed by BHEL site management. Any consequential loss arising out of non-compliance of this stipulation will be borne by contractor.
43.3	The contractor will take necessary precautions/ due care to protect the material at Project site, while in his custody from any damage/ loss till the same is handed over to BHEL / customer at Project site. For lodging/ processing of insurance claim the contractor will submit necessary documents. BHEL will reserve the right to recover the loss from the contractor as detailed below in case the damage/loss is due to negligence/ carelessness on the part of the contractor. In case of theft of material under contractor's custody, the same shall be reported to police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL / customer for taking up with insurance. However, this will not relieve the contractor of his contractual obligation for the materials in his custody.
43.4	In case the damage/loss/theft of materials are attributable to negligence/failure in discharging the duties and obligations of the contractor, the expenses incurred for repair/replacement of such components in excess of the amount realized from the underwriters, limited to Normal Excess (Deductible Franchise) shall be recovered from the contractor.
43.5	Other conditions of Insurance shall be as per relevant clause of GCC/SCC.
<b>44.0</b>	<b>OTHER TERMS</b>
44.1	While bidder's scope include deployment of all resources, like T&P, materials, consumables, manpower including supervision etc for proper completion of the subject job and no sub-contracting for execution of the job is allowed by BHEL, depending on project's requirement and on prior acceptance of BHEL, bidder may associate agencies for deployment of skilled / unskilled manpower only for site execution. Bidder should arrange all resources, like T&P, materials, consumables, supervision etc directly for the subject job.
44.2	Drawing showing enough details for the construction as per the specification shall be furnished to the contractor in a phased manner as far as possible.
44.3	The records / log-books / registers like Site Order Book, Hindrance Register, Cement / Steel Supply and Consumption Register, etc. are to be maintained properly by the vendor duly signed by BHEL representative.
44.4	All other term & conditions of this specification shall be governed by the pertinent provisions of SCC & GCC as applicable.

**ANNEXURE- A**  
**LIST OF EQUIPMENTS FOR CIVIL SITE LABORATORY**

<b>CONCRETE TESTING EQUIPMENT</b>				
<b>SL NO.</b>	<b>NAME OF TEST</b>	<b>NAME OF EQUIPMENT</b>	<b>SIZE OF EQUIPMENT</b>	<b>IS REF.</b>
1	Concrete Compressive test	Digital Compressive Testing Machine with 2000 KN capacity.	2000KN capacity	IS 2505
2	Concrete Cube casting	Concrete Cube Mould	150x150x150mm, minimum 50 sets desired considering Raft/Shell concereting activity.	IS 10086
3	Workability of concrete	Slump cone	Standard, atleast 04 nos	IS 456

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

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

**ANNEXURE- A1**  
**LIST OF EQUIPMENTS FOR CIVIL SITE LABORATORY**

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

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

## ANNEXURE- B

LIST OF STRUCTURAL DETAILER FOR CHIMNEY

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

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

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

Sl. No.	Item description	Probable vendors
1	CONSTRUCTION CHEMICALS – ADMIXURES, PLASTISIZERS ETC.	SIKA INDIA LIMITED CICO TECHNOLOGIES LIMITED FOSROC CHEMICALS (I) PVT LTD, BSF
2	PAINT AND PAINTING SYSTEM	BERGER SHALIMAR PAINTS JENSON AND NICHOLSON KANSAI NEROLAC AKZO NOBEL ASIAN PAINTS
3	STRUCTURAL STEEL	STEEL AUTHORITY OF INDIA LTD TATA STEEL LTD ( For reinforcement steel/TMT bars) RASHITRYA ISPAT NIGAM LTD ( For long products/ Rolled Sections, Reinforcement Steel / TMT bars) JSPL LTD ESSAR STEEL INDIA LTD ( For Flat products / Steel Plates) ELECTROSTEEL LTD ( For reinforcement Steel/TMT bars) JSW STEEL LTD MONNET ISPAT AND ENERGY LTD ( for long products/ Rolled Sections)
4	MINERAL WOOL FOR THERMAL INSULATION	ROCKWOOL INDIA LIMITED, HYDERABAD ROCKWOOL INDUSTRIES, BHILAI LAPINUS, MALANPUR (MP) MINWOOLRAJANANDGAON LLOYD INSULATION, BHILAI U.P. TWIGA, BULENDSHAHAR
5	CHIMNEY ELEVATOR	MEKASTER ENGG & EQPT (P) LTD. (GUJARAT) ALIMAK, AB (SWEDEN) UNIVERSAL CONSTRUCTION MACHINERY & EQUIPMENTS (PUNE)