

TENDER NO – PSER:SCT:MRW-M2077:20		
VOLUME-IF-TCC-CML-REV-00	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 1 OF 21

## C O N T E N T S

CL.NO.	DESCRIPTION
1.0	PROJECT SYNOPSIS AND GENERAL INFORMATION
2.0	SITE VISIT
3.0	SCOPE OF WORK
4.0	DEVIATIONS/ CLARIFICATIONS
5.0	GENERAL TECHNICAL REQUIREMENTS (CODES AND STANDARDS)
6.0	OBLIGATIONS OF THE CONTRACTOR (TOOLS, TACKLES & CONSUMABLES)
7.0	CONTRACTOR'S OBLIGATION IN REGARD TO EMPLOYMENT OF SUPERVISORY STAFF AND WORKMEN
8.0	OBLIGATIONS OF BHEL
9.0	DRAWINGS AND DOCUMENTS
10.0	INSPECTION/ QUALITY ASSURANCE/ QUALITY CONTROL/ STATUTORY INSPECTION
11.0	HSE REQUIREMENTS (HEALTH, SAFETY AND ENVIRONMENT)
12.0	SPECIFIC REQUIREMENTS FOR ISO 9002
13.0	TIME SCHEDULE/MOBILIZATION/ PROGRESS MONITORING/ OVER RUN.
14.0	LIQUIDATED DAMAGE
15.0	GUARANTEE PERIOD
16.0	TERMS OF PAYMENT
17.0	PRICE VARIATION
18.0	OVERRUN CHARGES
19.0	TAXES AND DUTIES ETC.
20.0	EXTRA/ ADDITIONAL ITEMS OF WORK
21.0	INSURANCE
22.0	MOBILIZATION ADVANCE
23.0	REVISION ON ACCEPTED CONTRACT RATE
24.0	SECURITY DEPOSIT & PERFORMANCE BOND
APPENDIX-I	MAJOR T&Ps & MMDS TO BE DEPLOYED BY THE CONTRACTOR

TENDER NO – PSER:SCT:MRW-M2077:20		
VOLUME-IF-TCC-CML-REV-00	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 2 OF 21

<b>1.0</b>	<b>PROJECT SYNOPSIS AND GENERAL INFORMATION</b>
	<p>PROJECT NAME : MARWA THERMAL POWER PROJECT</p> <p>NO. OF UNITS X CAPACITY : 2 X 500 MW</p> <p>LOCATION AND APPROACH</p> <p>PROJECT LOCATION : (I) PLACE: DISTT.JANJGIR -CHAMPA (II) DISTRICT : JANJGIR (III) STATE : CHATTISGARH</p> <p>LATITUDE AND LONGITUDE OF LOCATION : NORTH : 22° 04'09'' (CHIMNEY LOCATION) : EAST 82° 36'07''</p> <p>PROJECT LOCATION : NEAREST RAILWAY STATION : CHAMPA (HOWRAH – MUMBAI MAIN LINE) NEAREST MAJOR TOWN : CHAMPA AT A DISTANCE OF ABOUT 10 KMS FROM PROJECT SITE.</p> <p>NEAREST COMMERCIAL AIRPORT :RAIPUR AT A DISTANCE OF ABOUT 250 KMS.(APPROX)</p> <p>NEAREST HIGHWAY :</p> <p>DISTANCE FROM NEAREST HIGHWAY: 8 KM POINT TO THE SITE</p> <p>IT IS ESSENTIAL THAT THE BIDDER VISIT SITE AND ACQUAINT WITH THE CONDITIONS PREVAILING AT SITE BEFORE SUBMISSION OF THE BID. THE INFORMATION GIVEN HEREUNDER IS FOR GENERAL GUIDANCE AND SHALL NOT BE CONTRACTUALLY BINDING ON THE /BHEL.WILL BE REQUIRED TO BE SUBMITTED BY THE BIDDER WITH THE TECHNICAL BID.</p>
<b>2.0</b>	<b>SITE VISIT</b>
	<p>CONTRACTOR SHOULD VISIT SITE AND ACQUIRE FULL KNOWLEDGE &amp; INFORMATION ABOUT SITE CONDITIONS PREVAILING AT SITE REGARDING ENTRY TO SITE, SAFETY REGULATIONS ETC. AND SURROUNDINGS OF PLANT PREMISES TOGETHER WITH ALL THE STATUTORY, OBLIGATORY, MANDATORY REQUIREMENTS OF VARIOUS AUTHORITIES BEFORE SUBMISSION OF THE BID. IN LINE WITH THE ABOVE, SITE VISIT CONFIRMATION WILL BE REQUIRED TO BE SUBMITTED BY THE BIDDER WITH THE TECHNICAL BID.</p>
<b>3.0</b>	<b>SCOPE OF WORK</b>
3.1	<p>SCOPE OF WORK INVOLVING SUPPLY OF REQUIRED PRIMER &amp; FINAL PAINT WITH REQUIRED THINNER, SURFACE CLEANING, INTERMEDIATE COAT PRIMER APPLICATION AND APPLICATION OF FINAL PAINTS AS PER PAINTING SCHEDULE PROVIDED BY BHEL. THE WORK TO BE CARRIED OUT UNDER THE SCOPE OF THESE SPECIFICATIONS COVERS THE SUPPLY OF REQUIRED PAINTS/PRIMER/THINNER, UNLOADING, HANDLING, TRANSPORTATION TO STORE, UNLOADING,PRESERVATION, RECIVING FROM STORE,LOADING AND TRANSPORATION TO WORK PLACE, SURFACE CLEANING/PREPARATION AS PER PAINTING SCHEDULE PROVIDED BY BHEL, APPLICATION OF PRIMER AND FINISH/FINAL PAINTS, GRINDING OF WELDING</p>

TENDER NO – PSER:SCT:MRW-M2077:20		
VOLUME-IF-TCC-CML-REV-00	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 3 OF 21

	SPATTERS, KEROSENE CLEANING ETC OF BOILER & AUX. STRUCTURES AS PER THE SPECIFICATION OF THE TENDER FOR 2 X 500 MW UNITS 1&2 AT CSPGCL MARWA THERMAL POWER PROJECT. THE WORK SHALL CONFORM TO INSTRUCTIONS/SPECIFICATIONS/STANDARD PRACTICES AND APPROVED COLOUR CODES THAT WILL BE PROVIDED BY BHEL FROM TIME TO TIME. IF ANY PORTION OF THE WORK IS FOUND TO BE DEFECTIVE IN WORKMANSHIP OR NOT CONFORMING TO SPECIFICATIONS, THE CONTRACTOR SHALL CLEAN THE SURFACE AND RE-DO THE WORK AT HIS COST FAILING WHICH THE WORK WILL BE GOT DONE BY ENGAGING OTHER AGENCIES AND RECOVERIES WILL BE EFFECTED FROM CONTRACTORS BILL TOWARDS EXPENDITURE INCURRED INCLUDING BHEL'S DEPARTMENTAL CHARGES. ALL TOOLS, TACKLES, FIXTURES, EQUIPMENTS, MATERIALS, MANPOWER, SUPERVISORS/ ENGINEERS, CONSUMABLES, ETC REQUIRED FOR THIS SCOPE OF WORK SHALL BE PROVIDED BY THE CONTRACTOR. ALL EXPENDITURE INCLUDING TAXES AND INCIDENTALS IN THIS CONNECTION WILL HAVE TO BE BORNE BY HIM UNLESS OTHERWISE SPECIFIED IN THE RELEVANT CLAUSE. THE CONTRACTOR'S QUOTED RATES SHOULD BE INCLUSIVE OF ALL SUCH CONTINGENCIES. SCOPE OF WORK IS FURTHER DETAILED HEREAFTER. REQUIRED THINNER, PRIMER & FINAL PAINTS SHALL BE SUPPLIED BY SUCCESSFUL BIDDER WITHIN QUOTED RATE.
3.2	MOSTLY THE ALL EQUIPMENT/COMPONENTS/STRUCTURES ETC HAVE BEEN SUPPLIED WITH DUE COAT OF PRIMER OR PRIMAR AND INITIAL COAT OF PAINT AT WORKS. HOWEVER, DUE TO TRANSPORTATION, STORAGE, HANDLING, INSTALLATION & AGING ETC, SOME COMPONENTS HAVE GOT DETERIORATED OR PEELED OFF. THE WORK WILL INVOLVE COMPLETE/THOROUGH PREPARATION OF THE SURFACE BY MANUAL CLEANING, APPLICATION OF PRIMER FOLLOWED BY FINAL PAINTS.
3.3	THE SCOPE OF WORK INCLUDES THOROUGH CLEANING/PREPARATION OF SURFACE UPTO THE DESIRED FINISH AS PER THE PAINTING PROCEDURE/STANDARDS, APPLICATION OF SPECIFIED COATS OF SPECIFIED PRIMER FOLLOWED FINISH PAINTS, PAINTING OF COLOUR BANDS, LETTERING, MARKING OF APPROVED COLOURS AS PER THE STANDARD COLOUR CODES AND SPECIFICATIONS SPECIFIED IN TENDER SPECIFICATION OR AS ADVISED BY BHEL/CUSTOMER ENGINEER AT SITE FOR THE BOILER STAR COLUMNS COVERED IN THESE SPECIFICATIONS INCLUDING SUPPLY OF ALL OTHER CONSUMABLES AND TOOLS AND TACKLES, WHICH ARE REQUIRED FOR SATISFACTORY COMPLETION OF WORK. THE DRY FILM THICKNESS OF EACH COAT SHALL BE AS SPECIFIED BY BHEL/CUSTOMER ENGINEER AT SITE. CONTRACTOR SHALL ARRANGE THE CALIBRATED ELCOMETER FOR MEASURING THE DRY FILM THICKNESS.
3.4	ALL EXPOSED METAL PARTS OF THE STRUCTURES SHALL BE THOROUGHLY CLEANED OFF DUST, RUST, SCALES AND OTHER FOREIGN MATERIALS BY MANUAL OR BY POWER TOOL AND THE SAME BEING INSPECTED AND APPROVED BY BHEL/CUSTOMER ENGINEER BEFORE APPLICATION OF PRIMER. AFTERWARDS, THE ABOVE PARTS SHALL BE FINISH PAINTED WITH SPECIFIED NUMBER OF COATS AS PER SPECIFICATION.
3.5	SURFACE TO BE PAINTED SHOULD BE FREE OF OIL AND GREASE. IT SHOULD BE REMOVED BY USING SUITABLE CLEANING AGENTS INCLUDING PERMITTED SOLVENTS. SURFACE CLEANED BY CHEMICAL AGENT, IF REQUIRED, SHALL BE TREATED FURTHER AS PRESCRIBED IN USE OF SUCH CLEANING AGENTS. THE CONTRACTOR AT HIS OWN COST SHALL PROVIDE ALL THE CONSUMABLES AND APPLICATION IMPLEMENTS.
3.6	SPECIFIED DRYING TIME SHALL BE PERMITTED FROM ONE TO ANOTHER COAT.
3.7	THIS WORK REQUIRES WORKING AT HIGHER ALTITUDES FROM GROUND LEVEL TO AS HIGH AS 90 M AND MORE. THE WORK SPREAD IS ALSO SUBSTANTIAL INVOLVING SUBSTANTIAL RUN OF COLUMN STRUCTURES. CONTRACTOR SHALL TAKE SUFFICIENT PRECAUTIONS TO AVOID ANY ACCIDENT AND HAZARD IN ALL RESPECTS. THE ROPES, LADDERS, SCAFFOLDING MATERIALS, CLAMPS ETC AND CLIMBER USED SHOULD BE OF STANDARD QUALITY FOR SAFE AND SMOOTH EXECUTION OF WORK.

TENDER NO – PSER:SCT:MRW-M2077:20		
VOLUME-IF-TCC-CML-REV-00	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 4 OF 21

3.8	CONTRACTOR SHALL CARRY OUT THE WORK IN SUCH A WAY THAT OTHER ERECTED EQUIPMENT, STRUCTURE, CIVIL FOUNDATIONS AND OTHER PROPERTY ARE NOT DAMAGED. FOR DAMAGES IN ANY OF SUCH CASES DUE TO LAPSES BY CONTRACTOR, BHEL SHALL HAVE THE RIGHT TO RECOVER THE COST OF SUCH DAMAGES FROM THE CONTRACTOR.
3.9	CONTRACTOR SHALL TAKE DUE CARE TO COVER/PROTECT THE EQUIPMENT WHICH ARE ALREADY PAINTED WHILE CARRYING OUT THE PAINTING OF OTHER ADJACENT EQUIPMENT. IF SO HAPPENS, IT SHALL BE CLEANED AND REPAINTED BY THE CONTRACTOR WITHOUT ANY EXTRA CHARGES.
3.10	IN GENERAL, PAINTING OF COLUMNS STRUCTURAL PARTS AND COLOUR BANDS, LETTERING, ETC WILL BE CARRIED OUT BY BRUSH PAINTING. HOWEVER, AREAS/EQUIPMENT INACCESSIBLE FOR MANUAL PAINTING HAVE TO BE PAINTED BY SPRAY PAINTING. THE DECISION OF BHEL ENGINEER, IN THIS REGARD, SHALL BE FINAL AND BINDING ON THE CONTRACTOR. FOR THE PURPOSE OF SPRAY PAINTING, AIR AT ONE POINT WILL BE MADE AVAILABLE BY BHEL FREE. LAYING OF AIR HOSE PIPE AND ANY OTHER LINE REQUIRED SHALL BE DONE BY CONTRACTOR AT HIS COST. THE CONTRACTOR SHALL PROVIDE SPRAY EQUIPMENT SET.
3.11	DELETED
3.12	DELETED
3.13	DELETED
3.14	THE CONTRACTOR SHALL MAKE ADEQUATE SECURITY ARRANGEMENTS INCLUDING EMPLOYMENT OF SECURITY PERSONNEL AND ENSURE PROTECTION FROM THEFT, FIRE, PILFERAGE, DAMAGE AND LOSS OF PAINTS ETC.
3.15	THINNERS, PRIMERS AND PAINTS INCLUDING ALL OTHER CONSUMABLES REQUIRED FOR THE PAINTING WORK SHALL BE SUPPLIED BY SUPPLIED BY SUCCESSFUL BIDDER WITHIN QUOTED RATE.
3.16	SITE CLEANLINESS
3.16.1	DURING THE COURSE OF WORK, SCRAP LUMBER WITH PROTRUDING NAILS, SHARP EDGES ETC AND ALL THE DEBRIS SHALL BE KEPT CLEARED FROM WORKING AREA, PASSAGE WAYS AND STAIRS IN AND AROUND SITE. PROPER HOUSEKEEPING IS THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL DEPOSIT ALL THE SCRAP, PACKING MATERIAL, RUBBISH, UNUSED AND OTHER MATERIALS AT SPECIFIED PLACE.
3.16.2	THE CONTRACTOR SHALL PROVIDE NECESSARY FIRST AID FACILITIES AND SAFETY APPLIANCES AND OUTFIT FOR ALL HIS EMPLOYEES, REPRESENTATIVES AND WORKMEN WORKING AT SITE.
3.16.3	DISPOSAL OF SCRAP, PAINT BOXES (EMPTY, PARTLY USED, EXPIRED) DURING THE WORK OR AFTER COMPLETION OF WORK SHALL BE DONE BY SUCCESSFUL BIDDER INSIDE/OUTSIDE THE PLANT PREMISES AS DIRECTED BY BHEL/CUSTOMER.
3.17	GENERAL
3.17.1	THE WORK COVERED UNDER THIS SPECIFICATION REQUIRES THE BEST QUALITY OF WORKMANSHIP. THE CONTRACTOR SHOULD ENSURE TIMELY COMPLETION OF WORK. THE CONTRACTOR MUST HAVE ADEQUATE QUANTITY OF TOOLS, CONSTRUCTION IMPLEMENTS, EQUIPMENTS ETC, IN HIS POSSESSION. HE MUST ALSO HAVE ON HIS ROLLS ADEQUATE, TRAINED, QUALIFIED & EXPERIENCED SUPERVISORY STAFF AND SKILLED PERSONNEL.
3.17.2	THE CONTRACTOR AND HIS PERSONNEL SHALL CO-OPERATE WITH THE PERSONNEL OF OTHER AGENCIES, CO-ORDINATE HIS WORK WITH OTHERS AND PROCEED IN A MANNER THAT SHALL NOT DELAY OR HINDER THE PROGRESS OF WORK AS A WHOLE.
3.17.3	ALL THE WORK SHALL BE CARRIED OUT AS PER THE INSTRUCTIONS OF BHEL ENGINEER. BHEL ENGINEERS DECISION REGARDING THE CORRECTNESS OF THE

TENDER NO – PSER:SCT:MRW-M2077:20		
VOLUME-IF-TCC-CML-REV-00	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 5 OF 21

	WORK AND METHOD & SEQUENCE OF WORKING SHALL BE FINAL AND BINDING ON THE CONTRACTOR.
3.17.4	ALL THE NECESSARY CERTIFICATES AND LICENSES WHEREVER REQUIRED TO CARRYOUT THIS WORK ARE TO BE ARRANGED BY THE CONTRACTOR EXPEDITIOUSLY AT HIS COST.
3.14.5	THE TERMINAL POINTS AS DECIDED BY BHEL SHALL BE FINAL AND BINDING ON THE CONTRACTOR.
3.17.6	CONTRACTOR IS STRICTLY PROHIBITED FROM USING THE REGULAR COMPONENTS LIKE ANGLES, CHANNELS, BEAMS, PLATES, PIPE/TUBES, AND HANDRAILS ETC FOR ANY TEMPORARY SUPPORTING OR SCAFFOLDING WORKS. CONTRACTOR SHALL ARRANGE HIMSELF ALL SUCH MATERIALS. IN CASE OF SUCH MISUSE OF BHEL MATERIALS, A SUM AS DETERMINED BY BHEL ENGINEER WILL BE RECOVERED FROM CONTRACTOR'S BILLS. THE DECISION OF BHEL ENGINEER IS FINAL AND BINDING ON THE CONTRACTOR.
3.17.7	THE CONTRACTOR SHOULD VISIT THE SITE BEFORE QUOTING HIS RATES, EVALUATE THE VOLUME/ QUANTITY TO BE PAINTED, GET ACQUAINTED WITH SITE CONDITIONS AND SUBMIT HIS RATES. NO REVISION OF RATES SHALL BE ALLOWED UNDER ANY CIRCUMSTANCES.
<b>4.0</b>	<b>DEVIATIONS/ CLARIFICATIONS</b> NORMALLY NO DEVIATION WITH RESPECT TO TENDER IS ACCEPTABLE TO BHEL. HOWEVER, IN CASE OF UNAVOIDABLE CIRCUMSTANCES, THE BIDDER MAY SUBMIT THEIR QUERY FOR SEEKING CLARIFICATIONS OF BHEL AS PER MODALITY STIPULATED IN NIT OR MAY SUBMIT THE SAME ALONG WITH OFFER AS PER PRESCRIBED 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>GENERAL TECHNICAL REQUIREMENTS (CODES AND STANDARDS)</b>
5.1	EXCEPT WHERE OTHERWISE SPECIFIED, THE PLANT/ EQUIPMENT SHALL COMPLY WITH APPROPRIATE INDIAN STANDARD OR AN AGREED INTERNATIONALLY ACCEPTED STANDARD SPECIFICATION AS MENTIONED ELSEWHERE IN TENDER, EACH INCORPORATING THE LATEST REVISIONS AT THE TIME OF TENDERING. WHERE NO INTERNATIONALLY ACCEPTED STANDARD IS APPLICABLE, THE BIDDER SHALL GIVE ALL PARTICULARS AND DETAILS AS NECESSARY; TO ENABLE BHEL TO IDENTIFY ALL OF THE PLANT/ EQUIPMENT IN THE SAME DETAIL AS WOULD BE POSSIBLE HAD THERE BEEN A STANDARD SPECIFICATION.
5.2	WHERE THE BIDDER PROPOSES ALTERNATIVE CODES OR STANDARDS HE SHALL INCLUDE IN HIS TENDER ONE COPY (IN ENGLISH) OF EACH STANDARD SPECIFICATION TO WHICH MATERIALS OFFERED SHALL COMPLY. IN SUCH CASE, THE ADOPTED ALTERNATIVE STANDARD SHALL BE EQUIVALENT OR SUPERIOR TO THE STANDARDS MENTIONED IN THE SPECIFICATION.
5.3	IN THE EVENT OF ANY CONFLICT BETWEEN THE CODES & STANDARDS REFERRED ABOVE, AND REQUIREMENTS OF THIS SPECIFICATION, THE REQUIREMENTS WHICH ARE MORE STRINGENT SHALL GOVERN.
5.4	TOOLS USED DURING ERECTION AND COMMISSIONING SHALL NOT BE ACCEPTED EXCEPT WITH THE SPECIFIC APPROVAL OF THE ENGINEER.
5.5	WHEREVER SPECIFIED OR REQUIRED THE PLANT/ EQUIPMENT SHALL CONFORM TO VARIOUS STATUTORY REGULATIONS SUCH AS INDIAN BOILER REGULATION, INDIAN ELECTRICITY RULES, INDIAN EXPLOSIVE ACT, FACTORIES

TENDER NO – PSER:SCT:MRW-M2077:20		
VOLUME-IF-TCC-CML-REV-00	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 6 OF 21

	ACT ETC, WHEREVER REQUIRED, OBTAINING APPROVAL FOR PLANT/EQUIPMENT SUPPLIED UNDER THE SPECIFICATION FROM STATUTORY AUTHORITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
<b>6.0</b>	<b>OBLIGATIONS OF THE CONTRACTOR (TOOLS, TACKLES, CONSUMABLE ETC)</b>
6.1	TOOLS AND PLANTS
6.1.1	THE CONTRACTOR IS REQUIRED TO PROVIDE ALL NECESSARY TOOLS AND PLANTS INCLUDING LIFTING AND TRANSPORTING EQUIPMENTS, MEASURING INSTRUMENTS, HANDLING EQUIPMENTS ETC. FOR COMPLETE SCOPE OF WORK. BHEL WILL NOT PROVIDE ANY TOOLS & PLANTS ETC., FOR THIS WORK.
6.1.2	WHEREVER CALLED FOR, TOOLS AND TACKLES TO BE USED FOR THE WORK SHALL HAVE THE PRIOR APPROVAL OF BHEL ENGINEER IN REGARD TO THEIR SPECIFICATIONS & SUITABILITY.
6.1.3	THE CONTRACTOR SHALL PROVIDE ALL THE NECESSARY SCAFFOLDING MATERIALS, TEMPORARY STRUCTURES AND NECESSARY SAFETY DEVICES ETC., DURING ALL STAGES OF WORK. SCAFFOLDING MATERIALS (PIPES, GRATINGS ETC.), SHALL BE USED ONLY WITH LIGHT WEIGHT METALS. NECESSARY CERTIFICATES FOR HEALTHINESS OF SCAFFOLDING MATERIALS AND ACCESSORIES ARE TO BE ARRANGED BY THE VENDOR FOR CONFORMING FITNESS SO THAT THE ITEMS CAN BE USED SAFELY BY THE PERSONS WORKING IN THAT AREA. BAMBOO SCAFFOLDING IS NOT ALLOWED.
6.1.4	CONTRACTOR SHALL MAINTAIN AND OPERATE HIS TOOLS AND PLANTS IN SUCH A WAY THAT MAJOR BREAKDOWNS ARE AVOIDED. IN THE EVENT OF MAJOR BREAKDOWN, CONTRACTOR SHALL MAKE ALTERNATE ARRANGEMENTS EXPEDITIOUSLY SO THAT THE PROGRESS OF THE WORK IS NOT HAMPERED.
6.1.5	IN THE EVENT OF CONTRACTOR FAILING TO ARRANGE THE REQUIRED TOOLS, PLANTS, MACHINERY, AND NON- AVAILABILITY OF THE SAME OWING TO BREAKDOWN, BHEL WILL MAKE THE ALTERNATE ARRANGEMENT AT COST AND RISK OF THE CONTRACTOR.
6.1.6	THE T&P TO BE ARRANGED BY THE CONTRACTOR SHALL BE IN PROPER WORKING CONDITION. THE OPERATION SHALL NOT LEAD TO UNSAFE CONDITIONS. THE MOVEMENTS OF CRANES, AND OTHER EQUIPMENT SHOULD BE SUCH THAT NO DAMAGE/ BREAKAGE OCCURS TO THE EXISTING FOUNDATIONS, EQUIPMENT, MATERIAL, MEN ETC.
6.1.7	THE CONTRACTOR AT HIS COST WILL CARRY OUT PERIODICAL TESTING OF LIFTING EQUIPMENTS, WHERE CALLED FOR, OTHERWISE, BHEL WILL ARRANGE FOR THE SAME AND THE ACTUAL COST WITH BHEL'S OVERHEAD CHARGES WILL BE RECOVERED FROM THE CONTRACTOR'S BILLS.
6.1.8	ALL SMALL FIXTURES, CLAMPS, JIGS ETC. AS REQUIRED SHALL BE FABRICATED BY THE CONTRACTOR AT SITE AS PER INSTRUCTIONS OF BHEL ENGINEER. THE MATERIAL REQUIRED FOR THE ABOVE TO BE ARRANGED BY THE CONTRACTOR.
6.2	CONSUMABLES
6.2.1	THE CONTRACTOR SHALL PROVIDE ALL CONSUMABLES REQUIRED FOR CARRYING OUT THE WORK COVERED UNDER THIS SCOPE OF WORK EXCEPTING THOSE WHICH ARE SPECIFICALLY INDICATED AS BHEL SUPPLY.
6.2.2	ALL CONSUMABLES, TO BE USED FOR THE WORK SHALL, WHEREVER SPECIFIED, HAVE PRIOR APPROVAL OF BHEL ENGINEER IN REGARD TO QUALITY SPECIFICATIONS.
6.3	ELECTRODES AND GASES
6.3.1	ALL WELDING ELECTRODES (AS REQUIRED) TO BE USED FOR THIS WORK SHALL BE OF RECOMMENDED SPECIFICATIONS OF BHEL.
6.3.2	ALL THE REQUIRED GASES (AS REQUIRED) LIKE OXYGEN, ACETYLENE ETC. SHALL BE PROVIDED BY THE CONTRACTOR AT HIS COST.
6.4	FIELD OFFICE AND STORES
6.4.1	THE CONTRACTOR SHALL MAKE HIS OWN ARRANGEMENTS FOR FIELD OFFICE WITH NECESSARY EQUIPMENTS, TOOLS ROOM, CLERICAL STAFF, STORE- KEEPER ETC., FOR

TENDER NO – PSER:SCT:MRW-M2077:20		
VOLUME-IF-TCC-CML-REV-00	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 7 OF 21

	THE EXECUTION OF THE WORK. BHEL'S CUSTOMER WILL PROVIDE ONLY OPEN LAND FREE OF CHARGES.
6.5	LIGHTING, WATER AND OTHERS
6.5.1	CONTRACTOR SHALL ARRANGE ADEQUATE FLOODLIGHTS, HAND LAMPS AND AREA LIGHTING. PROVISION OF DISTRIBUTION LINES FOR BOTH ELECTRICAL POWER AND WATER FROM THE CENTRAL POINTS TO THE REQUIRED PLACE WITH PROPER DISTRIBUTION BOARDS, OBSERVING THE SAFETY RULES LAID DOWN BY THE ELECTRICAL INSPECTORATE OF THE STATE SHALL BE DONE BY THE CONTRACTOR. ALL THE MATERIALS LIKE CABLES, FUSES, SWITCHBOARDS, ELCBS ETC. FOR THIS PURPOSE SHALL BE ARRANGED BY THE CONTRACTOR.
6.5.2	IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE, MAINTAIN THE COMPLETE INSTALLATION ON THE LOAD SIDE OF THE SUPPLY WITH DUE REGARD TO THE SAFETY REQUIREMENTS AT SITE. ALL CABLING AND INSTALLATIONS SHALL COMPLY IN ALL RESPECTS WITH THE APPROPRIATE STATUTORY REQUIREMENTS.
6.5.3	ON COMPLETION OF WORK, ALL HIS TEMPORARY INSTALLATIONS LIKE OFFICE, STRUCTURES, PIPE LINES, AND CABLES ETC. SHALL BE DISMANTLED AND DEBRIS SHALL BE REMOVED AS PER INSTRUCTIONS OF BHEL BY THE CONTRACTOR AT HIS COST. IN THE EVENT OF HIS FAILURE TO DO SO, THE EXPENDITURE TOWARDS THE CLEARANCE OF THE SAME WILL BE RECOVERED FROM THE CONTRACTOR. THE DECISION OF BHEL ENGINEER IN THIS REGARD IS FINAL.
6.6	INDUSTRIAL RELATIONS AND LABOUR LAWS
6.6.1	AN INDUSTRIAL RELATIONS SUPERVISOR SHALL COORDINATE FOR THE IMPLEMENTATION OF LOCAL LABOUR LAWS, MAINTENANCE OF RECORDS AS REQUIRED BY CONTRACT LABOUR (REGULATION AND ABOLITION) ACT AND ALSO COORDINATE WITH THE LOCAL LABOUR AUTHORITIES.
6.6.2	THE CONTRACTOR IN THE EVENT OF HIS ENGAGING 10 OR MORE WORKMEN, WILL OBTAIN INDEPENDENT LICENSE UNDER THE CONTRACT LABOUR (REGULATIONS AND ABOLITION) ACT 1970 FROM THE CONCERNED AUTHORITIES BASED ON THE CERTIFICATE (FORM-V) ISSUED BY THE PRINCIPAL EMPLOYER/CUSTOMER.
6.6.3	CONTRACTOR SHALL ADHERE TO THE RELEVANT LAW & PROCEDURES WITH REGARD TO DEDUCTIONS TOWARDS PROVIDENT FUND IN RESPECT OF ALL THE EMPLOYEE AND LABOUR ENGAGED FOR THIS WORK. NECESSARY DETAILS SHALL BE FURNISHED TO BHEL SITE IN-CHARGE.
<b>7.0</b>	<b>CONTRACTOR'S OBLIGATION IN REGARD TO EMPLOYMENT OF SUPERVISORY STAFF AND WORKMEN</b>
7.1	THE CONTRACTOR SHALL DEPLOY ALL THE SKILLED / SEMISKILLED / UNSKILLED LABOUR INCLUDING HIGHLY SKILLED WORKMEN ETC. THESE WORKMEN SHOULD HAVE PREVIOUS EXPERIENCE ON SIMILAR JOB. THEY SHALL HOLD VALID CERTIFICATES WHEREVER NECESSARY. BHEL RESERVES THE RIGHT TO INSIST ON REMOVAL OF ANY EMPLOYEE OF THE CONTRACTOR AT ANY TIME IF HE IS FOUND TO BE UNSUITABLE AND THE CONTRACTOR SHALL FORTHWITH REMOVE HIM. CONTRACTOR SHOULD FURNISH A TENTATIVE DEPLOYMENT PLAN OF HIS MANPOWER AS REQUIRED IN GCC. ALSO, THE ACTUAL DEPLOYMENT WILL BE SO AS TO SATISFY THE COMPLETION TARGETS SET BY BHEL.
7.2	IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENGAGE HIS WORKMEN IN SHIFTS AND OR ON OVERTIME BASIS FOR ACHIEVING THE TARGETS SET BY BHEL. THIS TARGET MAY BE SET TO SUIT BHEL'S COMMITMENTS TO ITS CUSTOMER OR TO ADVANCE DATE OF COMPLETION OF EVENTS OR DUE TO OTHER REASONS. THE DECISION OF BHEL IN REGARD TO SETTING THE EXECUTION TARGETS WILL BE FINAL AND BINDING ON THE CONTRACTOR.
7.3	CONTRACTOR SHALL DEPLOY ONLY QUALIFIED AND EXPERIENCED ENGINEERS / SUPERVISORS. THEY SHALL HAVE PROFESSIONAL APPROACH IN EXECUTING THE WORK.

TENDER NO – PSER:SCT:MRW-M2077:20		
VOLUME-IF-TCC-CML-REV-00	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 8 OF 21

7.4	THE CONTRACTOR'S SUPERVISORY STAFF SHALL EXECUTE THE WORK IN THE MOST PROFESSIONAL MANNER IN THE STIPULATED TIME. ACCURACY OF WORK AND AESTHETIC FINISH ARE ESSENTIAL THAT THE ASSEMBLY AND WORKMANSHIP CONFORM TO DIMENSIONS AND TOLERANCES GIVEN IN THE DRAWINGS / INSTRUCTIONS GIVEN BY BHEL ENGINEER FROM TIME TO TIME.
7.5	THE SUPERVISORY STAFF EMPLOYED BY THE CONTRACTOR SHALL ENSURE PROPER OUTTURN OF WORK AND DISCIPLINE ON THE PART OF THE LABOUR PUT ON THE JOB BY THE CONTRACTOR. ALSO IN GENERAL THEY SHOULD SEE THAT THE WORKS ARE CARRIED OUT IN A SAFE AND PROPER MANNER AND IN COORDINATION WITH OTHER LABOUR AND STAFF EMPLOYED DIRECTLY BY BHEL OR OTHER CONTRACTORS OF BHEL OR BHEL'S CLIENT.
7.6	IF AT ANY TIME, IT IS FOUND THAT THE CONTRACTOR IS NOT IN A POSITION TO DEPLOY THE REQUIRED ENGINEERS / SUPERVISORS / WORKMEN DUE TO ANY REASON, BHEL SHALL HAVE THE OPTION TO MAKE ALTERNATE ARRANGEMENTS AT THE CONTRACTOR'S RISK AND COST.
7.7	SITE ORGANIZATION
7.7.1	THE CONTRACTOR SHALL MAINTAIN A SITE ORGANIZATION OF ADEQUATE STRENGTH IN RESPECT OF MANPOWER, CONSTRUCTION MACHINERY AND OTHER IMPLEMENTS AT ALL TIMES FOR SMOOTH EXECUTION OF THE CONTRACT. THIS ORGANIZATION SHALL BE REINFORCED FROM TIME TO TIME, AS REQUIRED TO MAKE UP FOR SLIPPAGE FROM THE SCHEDULE WITHOUT ANY COMMERCIAL IMPLICATION TO BHEL. THE SITE ORGANIZATION SHALL BE HEADED BY A COMPETENT CONSTRUCTION MANAGER HAVING SUFFICIENT AUTHORITY TO TAKE DECISIONS AT SITE.
7.7.2	ON AWARD OF CONTRACT, THE CONTRACTOR SHALL SUBMIT TO BHEL, SITE ORGANIZATION CHART INDICATING THE VARIOUS LEVELS OF EXPERTS TO BE DEPLOYED ON THE JOB. 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 DEVIATIONS IN THIS REGARD WILL NOT GENERALLY BE PERMITTED.
7.7.3	THE CONTRACTOR SHOULD ALSO SUBMIT TO BHEL FOR APPROVAL A LIST OF CONSTRUCTION EQUIPMENT, ERECTION TOOLS, AND TACKLE ETC. PRIOR TO COMMENCEMENT OF SITE ACTIVITIES. THESE TOOLS & TACKLES SHALL NOT BE REMOVED FROM SITE WITHOUT WRITTEN PERMISSION OF BHEL
7.7.4	THE ORGANIZATION CHART FOR SITE SHOULD INDICATE THE VARIOUS LEVELS OF EXPERTS TO BE POSTED FOR SUPERVISION IN THE VARIOUS FIELDS IN EXECUTION AS APPLICABLE. FOR PROPER SUPERVISION OF THE WORK, THE VENDOR SHALL ENSURE PROVIDING ONE QUALIFIED SUPERVISOR AGAINST DEPLOYMENT OF 15 WORKMEN.
7.7.5	THE CONTRACTOR SHALL PROVIDE ADEQUATE STAFFING IN THE FOLLOWING AREAS IN ADDITION TO THE STAFFING REQUIREMENTS OF EXECUTION AS INSTRUCTED / INFORMED BY BHEL:
7.7.5.1	OVERALL PLANNING, MONITORING & CONTROL.
7.7.5.2	QUALITY CONTROL AND QUALITY ASSURANCE.
7.7.5.3	FIXING COMPONENTS WORK
7.7.5.4	MATERIALS MANAGEMENT
7.7.5.5	SAFETY, FIRE & SECURITY.
7.7.5.6	INDUSTRIAL RELATIONS AND FULFILLMENT OF LABOUR LAWS AND OTHER STATUTORY OBLIGATIONS.
7.8	EXECUTION SCHEDULE
7.8.1	THE CONTRACTOR SHOULD SUBMIT L-2 SCHEDULE FOR AREA WISE WORK COMPLETION PLAN. L-2 SCHEDULE SHALL BE SUBMITTED WITHIN 2(TWO) WEEKS OF THE DATE OF FINALISATION OF AWARD OF WORK / PLACEMENT OF LOI.
7.9	CONSTRUCTION MANAGEMENT



TENDER NO – PSER:SCT:MRW-M2077:20		
VOLUME-IF-TCC-CML-REV-00	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 9 OF 21

7.9.1	<p>BASED ON THE PERT NETWORK PROGRAM, <b>WITHIN 2(TWO) WEEKS</b> OF THE AWARD OF THE CONTRACT, THE CONTRACTOR SHALL SUBMIT A PROGRAM OF FOR THE COMPLETION OF THE AWARDED SCOPE OF PAINTING WORK. THESE PROGRAM WOULD BE AMPLIFIED SHOWING START OF EXECUTION AND SUBSEQUENT ACTIVITIES AND SHALL FORM THE BASIS FOR SITE EXECUTION AND DETAILED MONITORING, THE THREE MONTHLY ROLLING PROGRAM WITH THE FIRST MONTH'S PROGRAM BEING TENTATIVE BASED ON THE SITE CONDITIONS WOULD BE PREPARED BASED ON THESE PROGRAM. THE CONTRACTOR SHALL ALSO BE INVOLVED ALONG WITH THE OWNER/BHEL TO TIE UP DETAILED RESOURCE MOBILISATION PLAN OVER THE PERIOD OF TIME OF THE CONTRACT MATCHING WITH THE PERFORMANCE TARGETS.</p>
7.9.2	<p>THE PROGRAM WOULD BE JOINTLY FINALISED BY THE SITE IN-CHARGE OF THE CONTRACTOR WITH BHEL/OWNER'S PROJECT CO-ORDINATOR AS WELL AS THE SITE PLANNING REPRESENTATIVE. THE EXECUTION PROGRAM WILL ALSO IDENTIFY THE SEQUENTIAL EXECUTABLE TONNAGES.</p> <p>IF AT ANY TIME, IT IS FOUND THAT THE CONTRACTOR IS NOT IN A POSITION TO DEPLOY THE REQUIRED ENGINEERS/ SUPERVISORS/ WORKMEN DUE TO ANY REASON, BHEL SHALL HAVE THE OPTION TO MAKE ALTERNATE ARRANGEMENTS AT THE CONTRACTOR'S RISK AND COST.</p> <p>THE CONTRACTOR SHALL PROVIDE ADEQUATE STAFFING IN THE FOLLOWING AREAS IN ADDITION TO THE STAFFING REQUIREMENTS OF EXECUTION AS INSTRUCTED/ INFORMED BY BHEL</p>
7.10	PROJECT PROGRESS REVIEW MEETINGS
7.10.1	<p>PERIODIC PROGRESS REVIEWS ON THE ENTIRE ACTIVITIES OF EXECUTION IN RESPECT OF SUPPLY &amp; WORKS IN SCOPE OF BIDDER WILL BE HELD ONCE IN A MONTH AT CALCUTTA/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. ACTIONS WILL BE PLACED ON THE CONCERNED AGENCIES AND DECISIONS WILL BE TAKEN TO EXPEDITE/SPEED UP THE PROGRESS. MINUTES OF SUCH MEETINGS WILL BE ISSUED REFLECTING THE MAJOR DISCUSSIONS AND DECISIONS TAKEN AND CIRCULATED TO ALL CONCERNED FOR REFERENCE AND ACTION. THE CONTRACTOR SHALL BE FURTHER RESPONSIBLE FOR ENSURING THAT SUITABLE STEPS ARE TAKEN TO MEET VARIOUS TARGETS DECIDED UPON SUCH MEETINGS.</p> <p>IN ADDITION TO THE ABOVE AND TO STREAMLINE THE CONSTRUCTION AND ERECTION AT SITE A SUITABLE FREQUENCY AND FORUM OF PERIODIC MEETINGS BETWEEN THE CONTRACTOR AND THE OWNER/BHEL WILL BE DECIDED UPON AS PART OF ERECTION COORDINATION PROCEDURE.</p>
7.11	CERTIFICATE TOWARDS COMPLETION
7.11.1	<p>THE WORK UNDER THE SCOPE OF THE CONTRACTOR WILL BE DEEMED TO BE COMPLETED IN ALL RESPECTS ONLY WHEN SO CERTIFIED BY BHEL. THE DECISION OF BHEL SHALL BE FINAL AND BINDING ON THE CONTRACTOR.</p>
7.12	DEWATERING
7.12.1	<p>CONTRACTOR SHALL ENSURE AT ALL TIMES THAT HIS WORK AREA &amp; 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.</p>
7.13	PROJECT MANAGEMENT

TENDER NO – PSER:SCT:MRW-M2077:20		
VOLUME-IF-TCC-CML-REV-00	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 10 OF 21

7.13.1	THE SUCCESSFUL BIDDER WILL HAVE TO ESTABLISH COMPUTERISED PROJECT MANAGEMENT SYSTEM AND THE FOLLOWING ARE THE ESSENCE OF THE SYSTEM. 05 COPIES OF STILL COLOUR PHOTOGRAPHY (MATT PAPER, POST CARD SIZE, MAX 10 NOS PER MONTH OF THE CONTRACT EXECUTION PERIOD) DEPICTING PROGRESS OF THE WORK, DAMAGE TO THE MACHINE PARTS (IF ANY) AS DIRECTED BY BHEL SITE ENGINEER IS TO BE ARRANGED BY THE SUCCESSFUL BIDDER
7.13.2	SUCCESSFUL BIDDER HAS TO PROVIDE FOR ELECTRONIC/COMPUTERISED STORING & REPRODUCTION/PRINTING/PLOTTING OF VARIOUS DATA, LOG SHEET, PROTOCOL, MEASUREMENT, ETC. THESE MAY BE STORED IN A VIRUS-FREE FLOPPY (1.44 MB) / COMPACT DISC AND HANDED OVER TO BHEL AS PER REQUIREMENT FROM TIME TO TIME. BIDDER MUST TAKE VIDEO/DIGITAL PHOTOGRAPHY ONCE IN 02 DAYS OF THE PROGRESS MADE IN HIS WORK AREA AND HANDED OVER TO BHEL FOR ONWARD DISTRIBUTION.
7.13.3	FOR THE PURPOSE OF COMPUTERISED STORING & PRINTING OF DATA RELATED TO PROJECT PROGRESS, DAILY REPORT ON PROGRESS & MANPOWER, MATERIAL RECEIPT, CONSUMABLES STOCK, UP TO DATE BILLING STATUS ETC. AT SITE, THE SUCCESSFUL BIDDER HAS TO ARRANGE ADEQUATE NUMBER OF PC (P4 OR EQUIVALENT) WITH COLOUR MONITOR, 256 MB RAM, 101 KEYBOARD, 40 GB HDD, 1.44 MB & 1.2 MB FDD, MOUSE, CD-ROM DRIVE, CD WRITER 132 COL. DOT MATRIX PRINTER (24 PIN)/COLOUR INK-JET PRINTER, CVT/UPS, CABLE FOR PRINTER, COMPUTER ETC FOR HIS USE AT SITE. FURTHER DETAILED SPEC (IF NECESSARY) OF THE PC & SOFTWARES WILL HAVE TO BE OBTAINED FROM BHEL SITE AND TO BE COMPLIED AS PER INSTRUCTION OF BHEL SITE.
7.14.4	ALL THE COMPUTER STATIONERIES, PHOTOCOPY PAPERS ETC., PRINTER INK, CRTRIDGE AND OTHER SPARES AND CONSUMABLES ARE INCLUDED IN VENDOR'S SCOPE AT NO EXTRA COST TO BHEL
7.14.5	THE SUCCESSFUL BIDDER WITHIN HIS QUOTED RATE HAS TO ARRANGE FOR PRINTING & BINDING OF THE PROTOCOL AND / OR REPORT AND / OR DATA, PERTAINING TO THE SCOPE OF THE BIDDER. CONTENTS, LAYOUT DESIGN, QUALITY OF PAPER/COVERNO. OF COPIES ETC OF SUCH PRINTING AND/OR BINDING WILL BE DECIDED BY BHEL.
7.14.6	THE SUCCESSFUL BIDDER SHALL PROVIDE BHEL WITH ALL EXECUTION / WORK SCHEDULE /PROGRESS REPORT, PROTOCOL, TEST REPORT IN FLOPPIES/CD (COMPATIBLE TO BHEL SOFTWARE) AND ALSO IN REQUISITE NUMBER OF HARD COPIES. THE INPUT & OUTPUT DATA FOR ALL SUCH SCHEDULE SHALL BE FURNISHED TO BHEL IN A MANNER COMPATIBLE WITH BHEL SOFTWARE AVAILABLE AT SITE. A COPY OF THE PROGRESS REPORT MUST BE SUBMITTED TO PROJECT MANAGER / CALCUTTA LATEST BY 7 <sup>TH</sup> OF EVERY MONTH COVERING THE DETAILED PROGRESS ACHIEVED IN THE PREVIOUS MONTH.
7.15	GENERAL
7.15.1	IT IS IMPERATIVE ON THE PART OF THE CONTRACTOR TO JOIN AND EFFECTIVELY CONTRIBUTE IN JOINT MEASURES SUCH AS TREE PLANTATION, ENVIRONMENT PROTECTION, CONTRIBUTING TOWARDS SOCIAL UPLIFTMENT, CONVERSION OF PACKING WOODS TO FURNITURE FOR SCHOOLS / CHARITABLE ORGANIZATION ETC., KEEPING GOOD RELATION WITH LOCAL POPULACE ETC.
7.16	COMMUNICATION
7.16.1	P&T LINE, MOBILE PHONE, FAX ETC., AS REQUIRED BY THE CONTRACTOR, IS TO BE INSTALLED BY THE CONTRACTOR AT HIS COST AFTER OBTAINING NECESSARY APPROVAL FROM THE CUSTOMER/BHEL.
7.17	AREA REQUIREMENT
7.17.1	THE CONTRACTOR SHALL FURNISH THE ESTIMATED AREA REQUIRED FOR THE CONSTRUCTION STORES, STAFF COLONY ETC. SEPARATELY. THE SAME WILL BE

TENDER NO – PSER:SCT:MRW-M2077:20		
VOLUME-IF-TCC-CML-REV-00	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 11 OF 21

	REVIEWED BY BHEL AND ALLOTTED TO THE EXTENT AVAILABLE/CONSIDERED NECESSARY, DEPENDING UPON THE AREA AVAILABILITY.
7.18	RESPONSIBILITIES WITH REGARD TO LABOUR EMPLOYMENT ETC.
7.18.1	REFER RELEVANT CLAUSE OF GENERAL CONDITIONS OF CONTRACT IN THIS REGARD.
7.18.2	CONTRACTOR SHALL ALSO COMPLY WITH THE REQUIREMENTS OF LOCAL AUTHORITIES / PROJECT AUTHORITIES CALLING FOR POLICE VERIFICATION OF ANTECEDENTS OF THE WORKMEN, STAFF ETC.
7.18.3	BHEL / CUSTOMER MAY INSIST FOR WITNESSING THE REGULAR PAYMENT TO THE LABOUR. THEY MAY ALSO LIKE TO VERIFY THE RELEVANT RECORDS FOR COMPLIANCE WITH STATUTORY REQUIREMENTS. CONTRACTOR SHALL ENABLE SUCH FACILITIES TO BHEL / CUSTOMER.
7.18.4	IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ARRANGE GATEPASS FOR ALL HIS EMPLOYEES, T&P ETC. FOR ENTERING THE PROJECT PREMISES. NECESSARY COORDINATION WITH CUSTOMER OFFICIALS IS THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR TO FOLLOW ALL THE PROCEDURES LAID DOWN BY THE CUSTOMER FOR MAKING GATE PASSES. WHERE PERMITTED, BY CUSTOMER / BHEL, TO WORK BEYOND NORMAL WORKING HOURS, THE CONTRACTOR SHALL ARRANGE NECESSARY WORK PERMITS FOR WORKING BEYOND NORMAL WORKING HOURS.
7.18.5	IF AT ANY TIME DURING THE EXECUTION OF WORK, IT IS NOTICED THAT THE WORK IS SUFFERING ON ACCOUNT OF NON-AVAILABILITY / SHORTFALL IN PROVISION OF RESOURCES FROM THE CONTRACTOR'S SIDE, BHEL WILL MAKE SUITABLE ALTERNATE ARRANGEMENTS AT THE RISK AND COST OF CONTRACTOR. THE EXPENDITURE INCURRED WITH OVERHEADS THEREBY SHALL BE RECOVERED FROM THE CONTRACTOR
<b>8.0</b>	<b>OBLIGATIONS OF BHEL</b>
<b>8.1</b>	<b>CONSTRUCTION POWER</b>
8.1.1	BHEL WILL PROVIDE CONSTRUCTION POWER ON FREE OF CHARGE BASIS AT LT VOLTAGE LEVEL AT ONE/TWO DIFFERENT POINTS I.E. WITHIN 500 M OF POWER HOUSE.
8.1.2	FURTHER DISTRIBUTION (INCLUDING LAYING OF CABLES/ INSTALLATION DBS AND MAINTENANCE OF THE SAME) BEYOND THIS POINT TO BE ARRANGED BY THE CONTRACTOR AT HIS OWN COST. IF ANY OTHER VOLTAGE LEVEL (OTHER THAN NORMALLY AVAILABLE) IS REQUIRED, THE SAME SHALL BE ARRANGED BY THE CONTRACTOR FROM POWER SUPPLY AS ABOVE. CONTRACTOR WILL HAVE TO PROVIDE AT HIS OWN COST NECESSARY CALIBRATED ENERGY METERS (TAMPER PROOF, SUITABLY HOUSED IN A WEATHER PROOF BOX WITH LOCK & KEY ARRANGEMENT) AT POINT OF POWER SUPPLY ALONG WITH CALIBRATION CERTIFICATE FROM AUTHORIZED / ACCREDITED AGENCY FOR WORKING OUT THE POWER CONSUMPTION. IN CASE OF RECALIBRATION REQUIRED FOR ANY REASON THE NECESSARY CHARGES INCLUDING REPLACEMENT BY CALIBRATED METERS IS TO BE BORNE BY THE CONTRACTOR. SUPPLY OF ELECTRICITY SHALL BE GOVERNED BY INDIAN ELECTRICITY ACT AND INSTALLATION RULES AND OTHER RULES AND REGULATION AS APPLICABLE. THE CONTRACTOR SHALL ENSURE USAGE OF ELECTRICITY IN AN EFFICIENT MANNER AND THE SAME MAY BE AUDITED BY BHEL TIME TO TIME. IN CASE OF ANY MAJOR DEVIATION FROM NORMALLY ACCEPTED NORMS IS OBSERVED, BHEL WILL RESERVE THE RIGHT TO IMPOSE PENALTY AS DEEMED FIT FOR SUCH CASES.
8.1.3	THE BIDDER SHALL HAVE TO PROVIDE EARTH LEAKAGE CIRCUIT BREAKER AT EACH POINT WHEREVER HUMAN OPERATED ELECTRICAL DRIVES/ T&PS ARE DEPLOYED.
8.1.4	THE POWER SUPPLY WILL BE FROM THE AVAILABLE GRID. BHEL SHALL NOT BE RESPONSIBLE FOR ANY INCONVENIENCE OR DELAY CAUSED DUE TO ANY

TENDER NO – PSER:SCT:MRW-M2077:20		
VOLUME-IF-TCC-CML-REV-00	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 12 OF 21

	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.
8.1.5	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.
8.2	ILLUMINATION
8.2.1	BHEL SHALL PROVIDE ILLUMINATION ON COMMON ERECTION APPROACHES ON A PROGRESSIVE BASIS; HOWEVER THE BIDDER WILL HAVE TO ARRANGE SUFFICIENT ILLUMINATION AT THEIR WORK AREAS TILL BHEL'S LIGHTING FIXTURES ARE PUT.
8.2.2	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.
8.3	WATER
8.3.1	BHEL WILL PROVIDE CONSTRUCTION WATER FREE OF COST AT ONE POINT WITHIN 700M FROM GIVEN WORK PREMISES.
8.3.2	BHEL WILL PROVIDE FREE OF COST ONE DRINKING WATER POINT WITHIN 700M FROM GIVEN WORK PREMISES. CONTRACTOR SHOULD ARRANGE ON THEIR OWN DRINKING WATER IN THEIR LABOUR COLONY.
8.3.3	BHEL SHALL NOT BE RESPONSIBLE FOR ANY INCONVENIENCE OR DELAY CAUSED DUE TO ANY INTERRUPTION OF WATER SUPPLY AND THE CONTRACTOR SHALL CLAIM NO COMPENSATION FOR DELAY IN WORK FOR SUCH INTERRUPTION. CONTRACTOR MAY MAKE STANDBY ARRANGEMENT FOR WATER FOR WHICH NO SEPARATE PAYMENT SHALL BE MADE BY BHEL.
8.3.4	DRINKING AS WELL AS CONSTRUCTION WATER WILL BE SUPPLIED 2 TO 3 TIMES IN A DAY. CONTRACTOR WILL HAVE TO ARRANGE FOR STORAGE OF WATER TO MEET THE DAY-TO-DAY REQUIREMENT. BHEL WILL HOWEVER ARRANGE FOR ADEQUATE SUPPLY OF CONSTRUCTION WATER TO MEET THE REQUIREMENT OF WATER DURING MAJOR CONCRETING
8.3.5	THE AVAILABILITY OF WATER (CONSTRUCTION AS WELL AS DRINKING) IN MARWA PROJECT IS LIMITED. CONTRACTOR SHALL ENSURE THAT NO WATER IS WASTED. IN THIS REGARD THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURE TOWARDS PRESERVATION OF WATER
8.4	LAND
8.4.1	AVAILABILITY OF LAND WITHIN PLANT BOUNDARY IS VERY LIMITED AND THE CONTRACTOR HAS TO PLAN AND USE THE EXISTING LAND CONSIDERING THE USE OF LAND BY OTHER 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, DEPENDING UPON THE AREA AVAILABILITY. CONTRACTOR SHALL DEVELOP THESE AREAS FOR THEIR SITE OFFICE, COVERED STORAGE SHED, VARIOUS OPEN YARD, FABRICATION YARD, ETC. INCLUDING GRASS/TREE CUTTING, LEVELING, GRADING ETC. AS APPLICABLE.
8.4.2	BIDDER MUST VISIT SITE TO ASSESS SITE CONDITION, PRIOR TO QUOTING.

TENDER NO – PSER:SCT:MRW-M2077:20		
VOLUME-IF-TCC-CML-REV-00	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 13 OF 21

8.4.3	AREA FOR FABRICATION AND STORAGE AREA FOR BHEL'S MATERIAL SHALL BE PROVIDED AS PER AVAILABILITY FREE OF COST.
8.4.4	THE CONTRACTOR WILL BE RESPONSIBLE FOR HANDING BACK ALL LANDS, AS HANDED OVER TO HIM.
<b>9.0</b>	<b>DRAWINGS AND DOCUMENTS</b>
9.1	THE DETAILED DRAWINGS, SPECIFICATIONS, QUALITY PLANS AVAILABLE WITH BHEL ENGINEERS WILL ALSO FORM PART OF THIS TENDER SPECIFICATION. REVISION OF DRAWINGS / DOCUMENTS MAY TAKE PLACE DUE TO VARIOUS CONSIDERATIONS AS IS NORMAL IN SUCH LARGE PROJECT. WORK WILL HAVE TO BE CARRIED OUT AS PER REVISED DRAWINGS / DOCUMENTS. THESE DOCUMENTS WILL BE MADE AVAILABLE TO THE CONTRACTOR DURING EXECUTION OF WORK AT SITE.
9.2	ONE SET OF NECESSARY DRAWINGS / DOCUMENTS TO CARRY OUT THE EXECUTION OF WORK WILL BE FURNISHED TO THE CONTRACTOR BY BHEL ON LOAN WHICH SHALL BE RETURNED TO BHEL AFTER COMPLETION OF THE WORK. CONTRACTOR'S PERSONNEL SHALL TAKE CARE OF THESE DOCUMENTS GIVEN TO THEM.
9.3	THE DATA FURNISHED IN VARIOUS SECTIONS AND APPENDICES AND THE DRAWINGS ENCLOSED WITH THIS TENDER SPECIFICATION DESCRIBE THE EQUIPMENT/STRUCTURES/COLUMNS TO BE PAINTED, UNDER THIS SPECIFICATION, BRIEFLY. HOWEVER, THE CHANGES IN THE DESIGN AND IN THE QUANTITY MAY BE EXECUTED TO OCCUR AS IS USUAL IN ANY SUCH LARGE SCALE OF WORKS.
<b>9.4</b>	IF ANY ERROR OR AMBIGUITY IS DISCOVERED IN THE SPECIFICATION / INFORMATION CONTAINED IN THE DOCUMENTS / DRAWINGS AND TENDER, THE CONTRACTOR SHALL FORTHWITH BRING THE SAME TO THE NOTICE OF BHEL BEFORE COMMENCEMENT OF THE WORK. BHEL'S INTERPRETATION IN SUCH CASES WILL BE FINAL AND BINDING ON THE CONTRACTOR.
<b>10.0</b>	<b>INSPECTION/QUALITY ASSURANCE / STATUTORY INSPECTION</b>
10.1	VARIOUS INSPECTION/ QUALITY ASSURANCE PROCEDURES/METHODS AT VARIOUS STAGES OF EXECUTION OF PAINTING WILL BE AS PER BHEL/CUSTOMER QUALITY ASSURANCE PLANS /CODES /IBR AND OTHER STATUTORY PROVISIONS AND AS PER BHEL ENGINEER'S INSTRUCTIONS.
10.2	FILLING UP OF QUALITY ASSURANCE LOG SHEETS AND MAKING PROTOCOLS WITH CUSTOMER'S ENGINEERS AND OTHER QUALITY ASSURANCE DOCUMENTATION AS PER BHEL ENGINEER'S INSTRUCTIONS, IS WITHIN THE SCOPE OF WORK / SPECIFICATION.
10.3	REQUIRED INSPECTION AND MEASUREMENT AND TESTING INSTRUMENTS SHALL HAVE VALID CALIBRATION.
10.4	TOTAL QUALITY IS 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 ENSURE DEPLOYMENT OF QUALITY ASSURANCE ENGINEER.
10.5	STAGE INSPECTION BY FES/QA ENGINEERS IN ADDITION TO THE REGULAR INSPECTION BY BHEL / CUSTOMER AT SITE, TEAM OF ENGINEERS FROM BHEL'S FIELD ENGINEERING SERVICES, QUALITY ASSURANCE, TECHNICAL SERVICES ETC., MAY INSPECT THE ON GOING WORK AT VARIOUS STAGES OF WORK AS PER BHEL'S PROCEDURES/STANDARDS. CONTRACTOR SHALL ARRANGE ALL LABOUR, TOOLS AND TACKLES, CONSUMABLES ETC., FOR SUCH STAGE INSPECTIONS AS INCIDENTAL TO THE WORK.
10.6	STATUTORY INSPECTION - BOILER INSPECTION/ ELECTRICAL INSPECTION ETC. (AS APPLICABLE FOR THE SCOPE OF WORK)
10.6.1	THE SCOPE INCLUDES GETTING THE APPROVALS FROM THE STATUTORY AUTHORITIES. THIS INCLUDES ARRANGING FOR INSPECTION, VISITS OF STATUTORY AUTHORITIES PERIODICALLY AS PER BHEL ENGINEER'S INSTRUCTIONS, SUBMITTING DOCUMENTS, ETC., AND FOLLOWING UP THE MATTER WITH THEM.

TENDER NO – PSER:SCT:MRW-M2077:20		
VOLUME-IF-TCC-CML-REV-00	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 14 OF 21

10.6.2	ALL FEES/ PAYMENTS ARISING ON ACCOUNT OF TESTING, INSPECTION, CALIBRATION, AND QUALIFICATION OF CONTRACTOR'S PERSONAL, T&P (EG LIFTING TACKLES), MEASURING INSTRUMENTS ETC., SHALL BE BORNE BY THE CONTRACTOR HIMSELF. IT SHALL BE CONTRACTOR'S RESPONSIBILITY TO OBTAIN APPROVAL OF STATUTORY AUTHORITIES, WHEREVER APPLICABLE. ANY COST ARISING FROM THIS SHALL BE TO CONTRACTOR'S ACCOUNT. HOWEVER, BHEL SHALL PAY ALL OTHER FEES (FEES FOR VISITS, INSPECTION FEES, REGISTRATION FEES ETC.). IN CASE THESE INSPECTIONS HAVE TO BE REPEATED DUE TO DEFAULT/FAULT OF THE CONTRACTOR AND FEES HAVE TO BE PAID AGAIN, THE CONTRACTOR SHALL HAVE TO BEAR THE CHARGES.THESE WOULD BE DEDUCTED FROM HIS BILLS.
10.6.3	IT IS THE RESPONSIBILITY OF CONTRACTOR TO GET HIS ELECTRICAL INSTALLATIONS INSPECTED, CLEARED FROM APPROPRIATE AUTHORITIES AND IN MANNER PRESCRIBED BY THEM. ALL CHARGES IN THIS REGARD ARE TO BE BORNE BY THE CONTRACTOR.
10.6.4	BHEL, POWER SECTOR - EASTERN REGION (PSER) HAS ALREADY BEEN ACCREDITED WITH ISO 9002 CERTIFICATION AND AS SUCH THIS WORK IS SUBJECT TO VARIOUS AUDITS TO MEET ISO 9002 REQUIREMENTS. ONE PARTICULAR ASPECT, WHICH NEEDS SPECIAL MENTION, IS ABOUT ARRANGEMENT OF CALIBRATION OF INSTRUMENTS BY THE CONTRACTOR. CONTRACTOR SHALL ENSURE DEPLOYMENT OF RELIABLE AND CALIBRATED IMTES (INSTRUMENT MEASURING AND TEST EQUIPMENT). THE IMTES SHALL HAVE TEST/ CALIBRATION CERTIFICATES FROM AUTHORISED / GOVERNMENT APPROVED / ACCREDITED AGENCIES TRACEABLE TO NATIONAL/ INTERNATIONAL STANDARDS. RETESTING/ RECALIBRATION 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 IMTES SO THAT WORK DOES NOT SUFFER WHEN THE PARTICULAR EQUIPMENT/INSTRUMENT IS SENT FOR CALIBRATION. ALSO IF ANY IMTES 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 IE. REPEAT THE READINGS TAKEN BY THAT INSTRUMENT; FAILING WHICH BHEL MAY DEPLOY IMTES AND RETAKE THE READINGS AT CONTRACTOR'S COST.
<b>11.0</b>	<b>HSE REQUIREMENTS (HEALTH, SAFETY AND ENVIRONMENT)</b>
11.1	HSE SHALL BE AS PER HEALTH, SAFETY AND ENVIRONMENT PLAN FOR SUB CONTRACTORS(GENERAL) DOCUMENT NO-HSEP:14-ER REV-01 DATED 08.05.20 , OPERATIONAL CONTROL PROCEDURE FOR PREVENTION OF COVID-19 INFECTION IN LABOR COLONY , DOC. NO.: HSEOCP: 61A REV:00 DATED 27.04.2020 & OPERATIONAL CONTROL PROCEDURE FOR RESUMPTION OF CONSTRUCTION ACTIVITIES AFTER LOCK DOWN AND PREVENTION OF CORONAVIRUS INFECTION DURING SITE OPERATIONS DOC. NO.: HSEOCP: 61 REV. NO.: 01 DATE: 01.06.2020
11.2	THE CONTRACTOR SHALL ENSURE THE SAFETY OF ALL WORKMEN, MATERIALS AND EQUIPMENT EITHER BELONGING TO HIM OR TO OTHERS WORKING AT SITE. HE SHALL OBSERVE SAFETY RULES AND CODES APPLIED BY THE CSPGCL / BHEL AT SITE WITHOUT EXCEPTION.
11.3	ALL OTHER TERMS RELATED TO HSE SHALL BE AS PER RELEVANT CLAUSE OF GCC.
<b>12.0</b>	<b>SPECIFIC REQUIREMENTS FOR ISO 9002</b>
12.1	CONTRACTORS SHALL ENSURE THAT ALL THEIR STAFF/ EMPLOYEES ARE EXPOSED TO PERIODICAL TRAINING PROGRAMMES CONDUCTED BY QUALIFIED AGENCIES/ PERSONNEL ON ISO 9002 STANDARDS.
12.2	CONTRACTOR SHALL ENSURE THAT THE QUALITY IS MAINTAINED IN ALL THE WORKS CONNECTED WITH THIS CONTRACT AT ALL STAGES OF THE REQUIREMENT OF BHEL.

TENDER NO – PSER:SCT:MRW-M2077:20		
VOLUME-IF-TCC-CML-REV-00	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 15 OF 21

12.3	CONTRACTOR SHALL ENSURE THAT ALL INSPECTION, MEASURING AND TESTING EQUIPMENT THAT ARE USED, WHETHER OWNED BY THE CONTRACTORS OR USED ON LOAN, ARE CALIBRATED BY THE AUTHORIZED AGENCIES AND THE VALID CALIBRATION CERTIFICATE WILL BE AVAILABLE WITH THEM FOR VERIFICATION BY BHEL. A LIST OF SUCH INSTRUMENTS POSSESSED BY THE CONTRACTOR AT SITE WITH ITS CALIBRATION STATUS IS TO BE SUBMITTED TO BHEL ENGINEER FOR CONTROL.
12.4	CONTRACTOR SHALL ENSURE THAT FITNESS CERTIFICATE OF THE TOOLS & PLANTS, THAT ARE IN USE, WHETHER OWNED BY CONTRACTOR OR ISSUED ON LOAN, ARE TESTED BY AUTHORIZED AGENCY AND THE VALID FITNESS CERTIFICATE IS AVAILABLE FOR VERIFICATION BY BHEL.
12.5	CONTRACTORS SHALL ARRANGE FOR THE INSPECTION OF THE WORKS AT VARIOUS STAGES AS REQUIRED BY BHEL. THE CONTRACTORS SHALL TAKE IMMEDIATE CORRECTIVE ACTION FOR THE NON-CONFORMANCES IF ANY, OBSERVED AND POINTED OUT BY BHEL.
<b>13.0</b>	<b>TIME SCHEDULE - MOBILISATION- PROGRESS AND MONITORING - COMPLETION ETC.</b>
13.1	THE CONTRACTOR SHOULD REACH SITE AND ESTABLISH HIS SITE OFFICE AND MOBILISE TO COMMENCE THE WORK WITHIN 15 DAYS FROM ISSUE OF LOI AND CONTACT BHEL, SITE-IN-CHARGE, MARWA tps FOR FURTHER INSTRUCTION.
13.2	CONTRACTOR HAS TO MOBILISE HIS RESOURCES AND WORK FORCE IN SUCH A MANNER THAT THE ENTIRE WORK OF APPLICATION OF FINAL PAINT AS DETAILED IN THIS SPECIFICATION IS COMPLETED SATISFACTORILY IN ALL RESPECTS WITHIN 6 (SIX) MONTHS FROM THE DATE OF START OF WORK.
13.3	IN ORDER TO MEET ABOVE SCHEDULE IN GENERAL, AND ANY OTHER INTERMEDIATE TARGETS SET, TO MEET CUSTOMER REQUIREMENTS, CONTRACTOR SHALL ARRANGE ALL NECESSARY RESOURCES IN CONSULTATION WITH BHEL.
13.4	IN ADDITION TO THE ABOVE SCHEDULE, BHEL AS PER THE REQUIREMENT AT SITE, MAY RESCHEDULE ACTIVITIES/MILESTONES.THE VENDOR HAS TO RESCHEDULE FOR DEPLOYMENT OF RESOURCES TO SUIT THE TARGETS.THIS IS TREATED AS CONTRACTOR'S NORMAL SCOPE OF WORK WITHIN HIS QUOTES RATE. NO EXTRA PAYMENT ON WHATSOEVER ACCOUNT FOR ABOVE RESCHEDULING SHALL BE ENTERTAINED BY BHEL.
<b>13.5</b>	<b>CONTRACT PERIOD</b>
13.5.1	THE TOTAL CONTRACT PERIOD FOR TWO UNITS SHALL BE 6(SIX) MONTHS FROM THE START OF WORK.
13.5.2	DATE OF FIRST SURFACE PREPARATION & APPLICATION OF PAINT ON THE ANY STRUCTURE SHALL BE RECKONED AS THE START OF CONTRACT PERIOD. PREPARATORY WORKS LIKE INSTALLATION OF SCAFFOLDING, PRE-ASSEMBLY OF HOOKS, STRAIGHTENING/ ROLLING OF CLADDING ETC. WILL NOT BE COUNTED FOR THIS PURPOSE.
13.6	SUBJECT TO AVAILABILITY OF MATERIALS AND OTHER INPUTS, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CARRY OUT PAINTING WORK TO ACHIEVE MONTHLY OUTPUT PLANNED AND TO KEEP UP THE SCHEDULES.
13.7	CONTRACTOR SHALL ARRANGE HIS RESOURCES TO SUIT THE PEAK PAINTING ACTIVITIES AS ALSO TO ACHIEVE MONTHLY PROGRAMMES AND TARGETS. IN A PROJECT OF THIS MAGNITUDE PREPONEMENT OF SCHEDULES, NORMAL DELAYS IN MATERIAL SUPPLIES AND FRONT AVAILABILITY MAY ALSO HAPPEN. THE CONTRACTOR

TENDER NO – PSER:SCT:MRW-M2077:20		
VOLUME-IF-TCC-CML-REV-00	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 16 OF 21

	MAY HAVE TO AUGMENT RESOURCES AND WORK IN MORE THAN IN ONE SHIFT IN THE EVENT OF SUCH REQUIREMENT.
13.8	PROGRESS AND MONITORING OF WORK
13.8.1	IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ALL THE RELEVANT INFORMATION ON A REGULAR BASIS REGARDING PAINTING PROGRESS, LABOUR AVAILABILITY, EQUIPMENTS DEPLOYED AND THEIR AVAILABILITY FOR USE, DOWN TIME OF MAJOR EQUIPMENT ETC.
13.8.2	ANY OTHER INFORMATION REQUIRED FOR DECISION MAKING, PLANNING AND ACTION TAKING, THE CONTRACTOR SHOULD FURNISH THE SAME.
13.8.3	THE WORK UNDER THE SCOPE OF CONTRACTOR IS DEEMED TO BE COMPLETED IN ALL RESPECTS, ONLY WHEN ALL THE WORK IS COMPLETED SATISFACTORILY AND SO CERTIFIED BY BHEL ENGINEER. THE DECISION OF BHEL IN THIS REGARD SHALL BE FINAL AND BINDING ON THE CONTRACTOR.
<b>13.9</b>	<b>QUANTITY VARIATION</b>
13.9.1	QUANTITIES INDICATED IN THIS TENDER DOCUMENT ARE ONLY APPROXIMATE AND LIKELY TO VARY TO ANY EXTENT/MAY BE DELETED ALTOGETHER, DURING ACTUAL EXECUTION OF WORK. THE ACCEPTED ITEM RATES SHALL REMAIN FIRM FOR ANY VARIATION IN THE QUANTITIES UPTO +/- 15% VARIATION IN THE CONTRACT VALUE.
<b>14.0</b>	<b>LIQUIDATED DAMAGE</b>
14.1	SHALL BE AS PER GCC.
<b>15.0</b>	<b>GUARANTEE PERIOD</b>
15.1	EVEN THOUGH THE WORK WILL BE CARRIED UNDER THE SUPERVISION OF BHEL ENGINEER, CONTRACTOR WILL BE RESPONSIBLE FOR THE QUALITY OF THE WORKMANSHIP AND SHALL GUARANTEE FOR A PERIOD OF 12 (TWELVE MONTHS) FROM THE DATE OF COMMENCEMENT OF GUARANTEE PERIOD AS CERTIFIED BY THE ENGINEER FOR GOOD WORKMANSHIP AND SHALL RECTIFY FREE OF COST ALL DEFECTS DUE TO FAULTY WORK DONE. IN THE EVENT OF THE FAILURE OF CONTRACTOR TO REPAIR THE DEFECTIVE WORKS WITHIN THE TIME SPECIFIED BY THE ENGINEER, BHEL MAY PROCEED TO UNDERTAKE THE REPAIRS OF SUCH DEFECTIVE WORKS AT THEIR RISK AND EXPENSES WITHOUT PREJUDICE TO ANY OTHER RIGHTS AND RECOVER THE SAME FROM SECURITY DEPOSIT/OTHER DUES.
15.2	THE GUARANTEE PERIOD WILL COMMENCE FROM THE DATE OF HANDING OVER TO CUSTOMER PROVIDED ALL PAINTING WORKS ARE COMPLETED IN ALL RESPECTS FOR BOTH THE UNITS.
<b>16.0</b>	<b>TERMS OF PAYMENT</b>
16.1	SUCCESSFUL BIDDER SHALL SUBMIT RA BILL ONCE IN A MONTH AT THE END OF EACH MONTH AS PER BILLING BREAK-UP OF THE TENDER. THE MEASUREMENT WILL BE TAKEN BY BHEL ENGINEER AS PER RELEVANT CLAUSE OF GCC AND CERTIFY REGARDING THE ACTUAL WORK EXECUTED IN THE MEASUREMENT BOOK AND BILLS FOR WORK.
16.2	PROGRESSIVE PAYMENT SHALL BE MADE BY BHEL AGAINST SUCCESSFUL BIDDER'S RA BILL, COMPLETE & CORRECT IN ALL RESPECTS ACCOMPANIED BY BHEL ENGINEER'S CERTIFIED/ MEASUREMENT SHEET, JOINTLY SIGNED; REQUISITE STATUTORY CERTIFICATES, CERTIFIED BY BHEL; WITHIN 60 DAYS OF SUBMISSION OF THE BILL. THE BILL SHALL ALSO ACCOMPANY MONTHLY PROGRESS
16.3	HOWEVER NO EXTRA PAYMENT SHALL BE MADE IN THE EVENT OF DEFERMENT IN PAYMENT.
16.4	FOR ALL ITEMS OF WORK AS PER THE BREAK-UP, INTERIM PAYMENT SHALL BE LIMITED TO 95 % OF THE GROSS VALUE OF INTERIM BILL. BALANCE 5 % SHALL BE RELEASED ON COMPLETION OF GUARANTEE PERIOD. HOWEVER, THIS 5 %, RETAINED FROM EACH RA BILL, MAY BE RELEASED AGAINST SUBMISSION OF A



TENDER NO – PSER:SCT:MRW-M2077:20		
VOLUME-IF-TCC-CML-REV-00	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 17 OF 21

	SEPARATE BANK GUARANTEE AS PER PERFORMANCE BANK GUARANTEE FORMAT, TO BE KEPT VALID TILL GUARANTEE PERIOD, SUBJECT TO (i) RECEIPT OF CERTIFICATE THAT ALL WORKS ARE COMPLETED IN ALL RESPECTS; (ii) RECONCILIATION OF MATERIALS/ T&P/ MMD; (iii) COMPLETION OF FINAL BILL FORMALITIES; (iv) HANDING OVER TO BHEL/ CUSTOMER; AND (v) CONFIRMATION OF FULL GST CREDIT TO BHEL (ANY INTEREST IF LEVIED THEREON, FOR REASONS ELABORATED IN TAX & DUTIES CLAUSE OF THE TENDER AND ATTRIBUTABLE TO THE BIDDER, WILL BE RECOVERED FROM THE FINAL PAYMENT / RETENTION AMOUNT).
16.5	FOR CARRYING OUT THE WORK DEFINED IN THIS SPECIFICATION, 95% PAYMENT FOR THE WORK DONE WILL BE RELEASED PRORATA IN FOLLOWING STAGES AND % BREAK-UP OF CONTRACT RATES –
16.5.1	FOR SL NO 1.0 OF PRICE SCHEDULE
16.5.1.1	30% PRO RATA BASIS PRICE SHALL BE PAID ON SUPPLY OF PRIMER AND THINNER BASED ON JOINTLY SIGNED PROTOCOL FOR THE QUANTITY EQUIVALENT TO THE TONNAGE OF STRUCRURES TO BE PAINTED WITH THE SUPPLIED QUANTITY.
16.5.1.2	35% PRO RATA BASIS PRICE SHALL BE PAID ON COMPLETION OF SURFACE PREPARATION.
16.5.1.3	25% PRO RATA BASIS PRICE SHALL BE PAID ON COMPLETION OF APPLICATION OF PRIMER AFTER REQUIRED SURFACE PREPARATION.
16.5.1.4	BALANCE 5% PRO RATA BASIS PRICE SHALL BE PAID AFTER SIGNING COMPLETION PROTOCOL/CLEARANCE FROM CUSTOMER FOR FINAL PAINT OF RESPECTIVE AREA.
16.5.2	FOR SL NO 2.0 OF PRICE SCHEDULE.
16.5.2.1	20% PRO RATA BASIS PRICE SHALL BE PAID ON SUPPLY OF PAINT AND THINNER BASED ON JOINTLY SIGNED PROTOCOL FOR THE QUANTITY EQUIVALENT TO THE TONNAGE OF STRUCRURES TO BE PAINTED WITH THE SUPPLIED QUANTITY
16.5.2.2	5% PRO RATA BASIS PRICE SHALL BE PAID ON COMPLETION OF SURFACE PREPARATION.
16.5.2.3	70% PRO RATA BASIS PRICE SHALL BE PAID ON COMPLETION OF APPLICATION OF FINISH PAINT.
16.5.2.4	BALANCE 5% PRO RATA BASIS PRICE SHALL BE PAID AFTER SIGNING OF COMPLETION PROTOCOL OF RESPECTIVE AREA BY CUSTOMER/BHEL
16.6.3	FOR SL NO 3.0 OF PRICE SCHEDULE
16.6.3.1	20% PRO RATA BASIS PRICE SHALL BE PAID ON SUPPLY OF PAINT AND THINNER BASED ON JOINTLY SIGNED PROTOCOL FOR THE QUANTITY EQUIVALENT TO THE TONNAGE OF STRUCRURES TO BE PAINTED WITH THE SUPPLIED QUANTITY
16.6.3.2	5% PRO RATA BASIS PRICE SHALL BE PAID ON COMPLETION OF SURFACE PREPARATION.
16.6.3.3	70% PRO RATA BASIS PRICE SHALL BE PAID ON COMPLETION OF APPLICATION OF FINISH PAINT.
16.6.3.4	BALANCE 5% PRO RATA BASIS PRICE SHALL BE PAID AFTER SIGNING OF COMPLETION PROTOCOL OF RESPECTIVE AREA BY CUSTOMER/BHEL
16.6.4	FOR SL NO 4.0 OF PRICE SCHEDULE
16.6.4.1	20% PRO RATA BASIS PRICE SHALL BE PAID ON SUPPLY OF PAINT AND THINNER BASED ON JOINTLY SIGNED PROTOCOL FOR THE QUANTITY EQUIVALENT TO THE TONNAGE OF STRUCRURES TO BE PAINTED WITH THE SUPPLIED QUANTITY
16.6.4.2	5% PRO RATA BASIS PRICE SHALL BE PAID ON COMPLETION OF SURFACE PREPARATION.

TENDER NO – PSER:SCT:MRW-M2077:20		
VOLUME-IF-TCC-CML-REV-00	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 18 OF 21

16.6.4.3	70% PRO RATA BASIS PRICE SHALL BE PAID ON COMPLETION OF APPLICATION OF FINISH PAINT.
16.6.4.4	BALANCE 5% PRO RATA BASIS PRICE SHALL BE PAID AFTER SIGNING OF COMPLETION PROTOCOL OF RESPECTIVE AREA BY CUSTOMER/BHEL
16.7	APPLICABLE GST, WHICH CAN BE CLAIMED AT ANY POINT, SHALL BE RELEASED TO YOU UPON COMPLIANCE OF FOLLOWING:
16.7.1	YOU DECLARING SUCH INVOICE IN YOUR GSTR-1
16.7.2	RECEIPT OF GOODS / SERVICES AND TAX INVOICE BY BHEL
16.7.3	CONFIRMATION OF PAYMENT OF GST THEREON BY YOU ON GSTN PORTAL
16.8	ABOVE IS SUBJECT TO RECEIPT OF GOODS / SERVICE AND TAX INVOICE THEREOF ALONG WITH YOU DECLARING INVOICE IN YOUR RETURN AND PAYING GST WITHIN TIMELINE PRESCRIBED FOR AVAILING ITC BY BHEL.
<b>17.0</b>	<b>PRICE VARIATION CLAUSE(PVC)</b>
17.1	PRICE VARIATION IS APPLICABLE AS PER GCC AFTER COMPLETION OF SCHEDULED COMPLETION PERIOD.
<b>18.0</b>	<b>OVERRUN CHARGES</b>
18.1	OVERRUN CHARGES IS NOT APPLICABLE FOR THIS TENDER.
<b>19.0</b>	<b>TAXES, DUTIES, ETC</b>
19.1	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.
19.2	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.
19.3	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.
19.4	SINCE GST ON OUTPUT WILL BE PAID BY BHEL SEPARATELY AS ENUMERATED ABOVE, BIDDER'S YOUR QUOTED RATES / PRICE SHOULD BE AFTER CONSIDERING THE INPUT CREDIT UNDER GST LAW AT BIDDER'S END.
19.5	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.
19.6	TDS UNDER GST SHALL BE DEDUCTED AT APPLICABLE RATES ON GROSS INVOICE VALUE FROM THE RUNNING BILLS (RA BILLS).
19.7	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.
19.8	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

TENDER NO – PSER:SCT:MRW-M2077:20		
VOLUME-IF-TCC-CML-REV-00	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 19 OF 21

	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.
19.9	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.
19.10	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.
19.11	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.
19.12	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.
19.13	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.
19.14	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.
19.15	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.
19.16	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>20.0</b>	<b>EXTRA/ ADDITIONAL ITEMS OF WORK</b>
20.1	IT SHALL BE AS PER APPLICABLE CLAUSE OF GCC.
<b>21.0</b>	<b>INSURANCE</b>
21.1	<b>COMPREHENSIVE GENERAL LIABILITY INSURANCE</b>
21.1.1	THE SUCCESSFUL BIDDER SHALL TAKE A COMPREHENSIVE GENERAL LIABILITY INSURANCE. THIS INSURANCE SHALL PROTECT THE CONTRACTOR/

TENDER NO – PSER:SCT:MRW-M2077:20		
VOLUME-IF-TCC-CML-REV-00	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 20 OF 21

	<p>SUCCESSFUL BIDDER AGAINST ALL CLAIMS ARISING FROM INJURIES, DISABILITIES, DISEASES OR DEATH OF MEMBERS OF PUBLIC OR DAMAGE TO PROPERTY OF OTHERS DUE TO ANY ACT OR COMMISSION ON THE PART OF THE CONTRACTOR OR HIS SUB-CONTRACTOR, HIS EMPLOYEES OR HIS REPRESENTATIVE. THE HAZARDS TO BE COVERED WILL PERTAIN TO ALL THE WORKS AND AREAS WHERE, THE CONTRACTOR, HIS SUB-CONTRACTOR, HIS AGENTS AND HIS EMPLOYEES HAVE TO PERFORM WORK PURSUANT TO THE CONTRACT.</p> <p>THE ABOVE ARE ONLY ILLUSTRATIVE LIST OF INSURANCE COVERAGE NORMALLY REQUIRED AND IT WILL BE THE ABSOLUTE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL NECESSARY INSURANCE COVERAGE TO THE EXTENT OF BOTH TIME AND AMOUNT TO TAKE CARE OF ALL HIS LIABILITIES EITHER DIRECT OR INDIRECT, PURSUANT TO THE CONTRACT.</p>
21.2	IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO INSURE HIS MATERIALS, EQUIPMENTS, WORKMEN, ETC. AGAINST ACCIDENTS AND INJURY WHILE AT WORK AND TO PAY COMPENSATION, IF ANY, TO WORKMEN AS PER WORKMEN'S COMPENSATION ACT. THE WORK WILL BE CARRIED OUT IN A PROTECTED AREA AND ALL THE RULES AND REGULATIONS OF THE CLIENT /BHEL IN THE AREA OF PROJECT WHICH ARE IN FORCE FROM TIME TO TIME WILL HAVE TO BE FOLLOWED BY THE CONTRACTOR.
21.3	IF DUE TO NEGLIGENCE AND OR NON-OBSERVATION OF SAFETY AND OTHER PRECAUTIONS BY THE CONTRACTORS, ANY ACCIDENT/INJURY OCCURS TO THE PROPERTY / MANPOWER BELONG TO THIRD PARTY, THE CONTRACTOR SHALL HAVE TO PAY NECESSARY COMPENSATION AND OTHER EXPENSE, IF SO DECIDED BY THE APPROPRIATE AUTHORITIES.
21.4	THE CONTRACTOR WILL TAKE NECESSARY PRECAUTIONS AND DUE CARE TO PROTECT THE MATERIAL, WHILE IN HIS CUSTODY FROM ANY DAMAGE/ LOSS DUE TO THEFT OR OTHERWISE
<b>22.0</b>	<b>MOBILIZATION ADVANCE &amp; INTEREST BEARING RECOVERABLE ADVANCE</b>
22.1	NOT APPLICABLE
<b>23.0</b>	<b>REVISION ON ACCEPTED CONTRACT RATE</b>
23.1	NOT APPLICABLE
<b>24.0</b>	<b>SECURITY DEPOSIT &amp; PERFORMANCE BOND</b>
24.1	SECURITY DEPOSIT SHALL BE AS PER RELEVANT CLAUSE OF GCC
24.2	PERFORMANCE BOND IS NOT APPLICABLE FOR THIS TENDER.

TENDER NO – PSER:SCT:MRW-M2077:20		
VOLUME-IF-TCC- CML-REV-00	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 21 OF 21

### **APPENDIX –I**

#### **MAJOR T&Ps & MMDS TO BE DEPLOYED BY THE CONTRACTOR**

ALL TOOLS, TACKLES, FIXTURES, EQUIPMENTS, CONSUMABLES, ETC INCLUDIN SCAFFOLDING MATERIAL COVERING PIPES, CLAMPS, ACCESSORIES ETC REQUIRED FOR THIS SCOPE OF WORK SHALL BE PROVIDED BY THE CONTRACTOR FREE OF CHARGE TO BHEL WITHIN QUOTED RATES.