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TENDER SPECIFICATION

TENDER NO. BHEL/ NR/ SCT/ PARBATI/ MATL. HAND/ 529

FOR

Material handling of all items at Parbati Stage III HEP, 4x130 MW,
NHPC Limited, Distt. Kullu, Himachal Pradesh.

PART I – TECHNICAL BID



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



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

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northren Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301.INDIA
Phone: 0091-0120-2515476 / 2515464 / 2515479
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Email: sku@bhel.com / swapan@bhel.com

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IMPORTANT NOTE

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

THIS TENDER SPECIFICATION ISSUED TO:

M/S-----

INDEX

Sl. No.	CONTENTS	PAGE
1.	Tender Notice	04-05
2.	Tender Notice- Newspaper	06
3.	Procedure for submission of tender	07
4.	Project Synopsis	08
5.	General Conditions of Contract (GCC)	Separate File
6.	Special Conditions of Contract (SCC)	09-35
7.	Annexure-I Package Weights & Dimensions	Separate File
8.	Annexure-II List of T&P being provided by BHEL for use of contractor free of hire charges on sharing basis.	36
9.	Annexure-III Indicative list of major T&P to be provided by contractor for execution of tendered works for most duration of the contract.	37-38
10.	Annexure-IV Certificate of declaration for confirming the knowledge of site conditions	39



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TENDER NOTICE

Sealed tenders are invited from the contractors fulfilling qualifying requirements for the works of “Material handling of all items at Parbati Stage III HEP, 4x130 MW, NHPC Limited, Distt. Kullu, Himachal Pradesh”.

TENDER NO. BHEL/ NR/ SCT/ PARBATI/ MATL. HAND/ 529

QUALIFYING REQUIREMENT:

- a) Tenderers who wish to participate, should have carried out single work of similar nature of around Rs. 75 Lacs,
- or two works of similar nature of around Rs. 50 Lacs or higher contract value,
- and have an average annual financial turnover of minimum of Rs. 50 Lacs during preceding three years (2004-05, 2005-06 & 2006-07)”.
- b) Tenderers should possess the requisite T&P, as listed in Annexure II of this tender.

NOTES:

- i) The Tender Documents comprise of following:
- General Conditions of Contract
 - Special Conditions of Contract, Tender Notice, Project Synopsis etc.
 - Rate Schedule
- ii) Tender Documents with complete details are hosted on BHEL’s web page www.bhel.com. Bidder(s) intending to participate may download the tender document from the web site. Bidder(s) downloading the tender documents from the web site, shall remit Rs.1000/- (Rupees One thousand only) in the form of crossed demand draft (non-refundable), in favour of BHEL, NOIDA along with their offer
- iii) Bidder(s) can also purchase hard copy of tender documents from this office. Tender documents (non transferable) will be issued on all working days between 09.30 Hrs. to

12.30 Hrs within the sale period i.e. upto xx.xx.08 on payment of Rs.1,000/- (non-refundable) either in cash or by crossed demand draft in favour of BHEL, NOIDA. Request for issue of tender document should clearly indicate Tender No. and work.

- iv) Tenders must be submitted to the undersigned (Room No. 104) at the address given above latest by xx.xx.08 before opening of technical bids commences. Technical bids shall be opened at 15.30 Hrs. on xx.xx.08. Tenders received after the due date & time shall be liable to be summarily rejected.
- v) Earnest Money Deposit (EMD): Refundable, Non-interest bearing EMD of Rs 2,00,000/- shall be deposited by Account Payee Pay Order 'OR' Demand Draft in favour of "Bharat Heavy Electricals Limited" payable at Delhi/ NOIDA. Those bidders who have already deposited 'One Time 'EMD' of Rs. 2,00,000/- with BHEL, PSNR, NOIDA need not submit EMD with the present tender.
- vi) Tenders not accompanied with Full Earnest Money Deposit, as indicated above, will not be considered.
- vii) **All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in this web page and not in the newspaper. Bidders shall keep themselves updated with all such amendments.**
- viii) BHEL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
- ix) BHEL takes no responsibility for any delay/ loss of documents or correspondences sent by courier/ post.
- x) Unsolicited rebate/ discount shall not be accepted after bid opening.
- xi) Purchase Preference will be given to CPSUs as per Govt. Guidelines.

DGM



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DOMESTIC NOTICE INVITING TENDER

LAST DATE OF SALE : **05.08.08**
DATE OF OPENING : **05.08.08**

NIT NO. / NAME OF WORK

TENDER NO. BHEL/ NR/ SCT/ PARBATI/ MATL. HAND/ 529

Sealed tenders are invited from the contractors fulfilling qualifying requirements for the works of “Material handling of all items at Parbati Stage III HEP, 4x130 MW, NHPC Limited, Distt. Kullu, Himachal Pradesh”.

NOTES

1. Purchase Preference will be given to CPSU as per Govt. Guidelines.
2. Please visit our website at www.bhel.com for details of NIT including Qualifying Requirements.

DGM

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PROCEDURE FOR SUBMISSION OF SEALED TENDERS:

The tenderers must submit their tenders as required in **two parts** in separate sealed covers **prominently superscribed as Part-I Technical bid and Part-II, Price bid** also indicating on each of the cover tender specification no., date and time as mentioned in tender notice.

TECHNICAL BID (COVER-I)

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

PRICE BID (COVER-II)

Tenderers may please note that price bid is **to be submitted only in original copy** of Tender i.e. Price bid (Part-II) issued by BHEL and no duplicate copy of the same is required.

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

Project Synopsis

4X130 MW PARBATI ST III HYDRO ELECTRIC PROJECT

M/s NHPC Limited (NHPC) has awarded a contract on BHEL for supply, transportation, storage and material handling at site, erection and commissioning of 4 x 130 MW Francis turbines, generators, transformers along with all the auxiliaries and BOP on a lump sum basis.

On the part of BHEL it has to create its own storage and office facility at site. BHEL has acquired the leased land at Panasa about 10 Kms from project site and shall have to develop it for construction of closed and open storage yard complex.

Parbati ST-III Hydro Electric Power Project, an underground Power House is essentially a run of river scheme utilizing outflow of Parbati ST-II, inflow of Sainj river and unutilized inflow of Jiwa Nallah for power generation

The project is situated in village Behali in Kullu district of HP is located about 3 Kms from Largi dam, about 250 kms from Chandigarh. The project can be reached by road by Kiratpursahib-Bilaspur-Mandi-Manali road. Nearest railhead is Kiratpursahib about 180 Kms. Nearest airport is Kullu airport at Bhunter about 25 Kms from project site.

SPECIAL CONDITIONS OF CONTRACT

INDEX

Clause	Description
34.	General Scope of Work
35.	Tools & Plants
36.	Labour and Supervisory staff
37.	Facilities to be provided by BHEL/ Contractor
38.	Time schedule
39.	Overrun
40.	Price variation
41.	Taxes and duties
42.	Terms of payment
43.	Rate schedule
44.	Instructions To Tenderer
45.	Performance Guarantee
46.	Others

34.0

GENERAL SCOPE OF WORK

- A. Receiving and Unloading of consignments from the Trucks/ Trailors arriving from manufacturing units and suppliers at BHEL storage and store shed complex at Panasa, Distt. Mandi or at site at Behali, Distt. Kullu.
- B. Proper Stacking and Preservations of all the material.
- C. Keeping records and status of all materials as per BHEL practices. Verification of all the material received by contractor. Prepare shortages/ damaged reports if any.
- D. Transportation of materials to the powerhouse/ valve house service bay/ Switchyard or the pre assembly area as per site requirement and the instructions of site engineer.
- E. Construction of temporary shelters on some of the special items as per the instruction of the site engineer.
- F. Contractor has to provide and install as per Annexure III, 1 no Manual operated overhead traveling crane (MOT) of 10 T capacity inside the closed storage shed. In which long travel & cross travel are manually operated, approximate 10 meters span and working height of 5.5 meters. Before installation actual dimensions from stores are to be verified. This has to be taken back after completion of work.
- G. Verification, record keeping of certain items in the service bay/ work area (unloaded with the help of EOT cranes/ loading arrangement by another agency) as per the instruction of BHEL engineer.
- H. Proper House keeping and safe working.
- I. Handing over of all the spares to customer at their stores.
- J. Handling and Transportation of scrap from power house to NHPC stores/ scrap yard as per the instructions of BHEL engineer
- K. Re-conciliation of materials with BHEL and NHPC.

34.1

The equipments generally consist of

- Embedded Parts Packages
- Distributor
- Plant and unit auxiliaries of Power House
- Hydro turbine & Digital Governing system.
- Generator, Static Excitation System.& AVR
- Cooling Water, Drainage & Dewatering Pipings
- Main Inlet valves & Butterfly Valve
- Step up Transformers
- 17.5 KV Bus Duct
- Controls, Monitoring & Instrumentation and Grounding system, Optical fibre link
- Unit, Station, Service and Aux. Transformer
- HT/ LT switchgear and Batteries
- EOT Cranes
- Elevator
- Illumination, Communication, PLCC systems.
- Cabling system
- Ventilation, Fire, Oil & Compressed air system
- DG sets
- Workshop equipment.
- Switchyard Equipment.

These materials will be supplied from our manufacturing units located all over the country as well as our vendors located both inland and overseas. The scope of work under this tender consists of taking delivery of the materials from transporters, unloading, shifting to their designated locations, verification & stacking etc. The delivery of these materials will mostly be inside the project campus by road transport. However, delivery of some items may also have to be taken from Godowns of transporters.

34.2

Approx. weight to be handled under this contract will be around **8600 MT**. Brief descriptions of different packages with their weights are indicated under Annexure-I. The contractor has to handle whatever actual materials are dispatched for the project irrespective of any variations and payments shall be released for the actual gross tonnage handled.

Though most of the material is being planned to be made available at site well in time for erection requiring proper handling, verification and storage, however certain items may be delayed, requiring direct delivery at site for erection. In such cases contractor has to arrange for verification and all paperwork (unloading the material directly in powerhouse will be carried out by another agency), in the premises of powerhouse for Items like Generator stator sectors, shafts, transformers or any other materials at the discretion of BHEL engineer and availability of space in powerhouse. For this portion of work a fixed amount of Rs 100/- (Rupees one hundred only) as indicated in Item No 3 of rate schedule.

EOT crane items may have to be unloaded directly near power house area by the contractor with mobile crane/own arrangement. Terms and conditions and rates for this shall be as per S No 1 of rate schedule.

Quantities mentioned in the rate schedules are approximating only and liable for variation due to change of scope of work/ variation in schedule of quantities, changes in design etc. **However, in case the finally executed contract value reduces below minus 30% only as compared to awarded Contract Value, the contractor will be eligible for compensation as per following provisions:**

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

<p>34.3</p>	<p>The contractor under this contract shall provide free of cost services of exclusively for BHEL, following manpower:</p> <ul style="list-style-type: none"> • Qualified computer operators (minimum 'O' level qualified) capable of operating the material management software package/ other packages available at site or for office work for total 30 man months, • Qualified personnel for maintaining store record and posting stock ledgers for a total 30 man months • Skilled workers for working in colony and in maintenance of office for a total 60 man months and • Unskilled workers for working in store & office for a total 60 man months. <p>Persons so deployed shall have to work in extended hours whenever required. Workmen provided as per the above provisions shall be fully trained and experienced in the nature of work for which they are deployed.</p> <p>In case contractor fails to provide the above mentioned services, BHEL shall have the right to hire these services from other agencies at the risk and cost of the contractor along with overheads. In case these services are not utilized for any reason whatsoever, fully or partly, recovery at the rate of the prevailing minimum wages at site for the categories given plus 10% will be made from the final bill of the contractor.</p> <p>The contractor under this contract shall also provide free of cost services of following qualified engineers :</p> <p>The Contractor shall provide, within finally accepted Rate Schedule, TWO NUMBERS qualified Engineers for direct supervision of various works other than the scope covered under this tender. 40 (Forty) manmonths shall be provided as per site conditions. The supervisors shall possess a minimum qualification of a mechanical engineering diploma or have long experience in the field of erection of Hydro Power Plant. They shall be deployed in all area covered under various specifications other than this tender as well as other related areas as may be deemed essential based upon work requirements, though not specified. They shall be guided by BHEL Engineers to ensure smooth work progress as and when /where required /deployed.</p> <p>In case BHEL is not able to utilize the manmonths as per provision, a lumpsum of Rs 20,000/- (rupees ten thousand only) per manmonth for the un-utilised manmonths will be recovered from the bills of the contractor.</p>
<p>34.4</p>	<p>Annexure-I give the general idea for tenderer information about the weights and dimensions of some major components/ equipment. The weights and dimensions shown are approximate and are liable to vary. No increase in quoted/ accepted rates /prices shall be allowed due to change in weights and dimensions of the equipment/ materials.</p>

34.6	All items will be transported to site by road . It is to be unloaded at the site or stores area as directed by BHEL.
34.7	Some consignments mainly small/ parcels may also be received at Mandi/ Kullu/ Chandigarh or nearby town. The contractor shall have to handle such consignments also as per rates quoted/ accepted.
34.8	BHEL will provide all necessary preservatives, paints, thinners, rust preventives, grease, lubricants and end caps for preservation of components. All tools & tackles and other consumables required for preservation of components including supervision shall be provided by contractor at his own cost. Preservation of components includes applying preservatives, paints, rust preventives, greasing of threaded portions, fixing of end caps in position for piping parts, repainting of work order/ DU or part numbers, component codes etc. After preservation wherever necessary, components will be stacked properly as per original stacking for which no additional payment shall be made.
34.9	The contractor has to mainly provide his own equipments other than those specified by BHEL as well as all necessary small/ major T & P required for subject work.
34.10	It shall be the responsibility of the contractor to keep in touch with BHEL Engineer at site and find out arrival of consignments. The Contractor shall collect all the way receipts, parcel way bills/ lorry waybills from BHEL/NHPC site office either personally or through an authorized representative. The contractor or his authorized representative shall, for the purpose, visit the said office every day and collect available GR, LWB etc. While collecting the GR, LWB, contractor or his authorized representative will sign the register maintained for the purpose indicating date and time of collection. The contractor shall keep in touch with way authorities, carriers and arrange to effect delivery of consignments immediately on their receipts. Delay may cause deterioration of goods apart from attracting demurrage charges. Contractor shall also maintain a register indicating date of LWB, PWB, date of collection of the materials from road transport agencies/ lorries and date of stacking them at storage yard of BHEL.
34.11	It is possible that in certain cases, dispatch documents may not be received in time but BHEL may receive Photostat copies of the same. It is, therefore, the responsibility of the contractor to collect these Photostat copies while obtaining indemnity bond from BHEL authorities at site.
34.12	Payment of all demurrage/ wharfages that are due to contractor's fault, would be the responsibility of contractor and to his account. If BHEL has to make payment of demurrage/ wharfages along with freight, the amount so paid as demurrage/ wharfages, for the reasons stated above, shall be paid by the contractor forthwith or would be recovered from bills of the contractor.

34.13	In any case contractor will pursue with concerned Carrier authorities at all level (local/HQ etc.) for waiver / reduction to the minimum of such demurrage/ wharfages charges. Whenever such demurrages/ wharfages become payable due to reasons not attributable to contractor, contractor will immediately bring it to the notice of BHEL with specific request to bear such charges. The decision of the Engineer in such case will be final and binding on the contractor.
34.14	Any discrepancy/ shortage/ damage found in the consignment after taking delivery from the carriers after giving clear receipt would be the responsibility of the contractor and the amount liable to be lost by BHEL on such accounts is recoverable from the contractor.
34.15	In case of apparent damages/ shortages in consignments/ packing noticed by the contractor, such cases shall be brought to the notice of BHEL and cleared only with their consent/approval.
34.16	It would be responsibility of the contractor to examine the packages, consignments, etc. on arrival and bring to the notice of carriers and BHEL Authorities regarding loss / damages, if any, observed in the consignments proposed to be taken delivery off. Before taking delivery, particularly of consignments in 'smalls', the weight of the package shall be checked with the invoiced weight/ contents of the packages and any discrepancy shall be reported immediately to BHEL/ carriers. In all the cases of loss / damages the contractor will take open delivery from the carriers. They shall forward such Open Delivery Certificates (ODC) to the Engineer within 15 days of retiring such consignments. All expenses connected therewith shall be to the account of contractor. BHEL reserves right to claim losses, if any, accrued to BHEL in the event of contractor's non-compliance to above.
34.17	In case of short delivery and non-delivery, immediate notice of loss shall be filed with the carriers at places of dispatch and destination as also at any intermediate station, if it is a different one, under intimation to BHEL authorities at site.
34.18	BHEL reserves the right to recover from the contractor any loss which arises out of undue delay/ discrepancy/ shortage/ damage or any other cause during stacking, when the custody of the equipment is with the contractor.
34.19	Unloading from trailer at storage area/ work site stacking and re-stacking of heavy sophisticated equipment like Turbine Runner, Shafts, Rotors, heavy motors, generators, rotors electrical panels turbine components, pumps, panels etc. Shall be done in the presence of or as per the directions of BHEL representative. Certain items may be dispatched with tie rods/ strips welded with frame carrying items and with trailer. These tie rods/ strips are required to cut by using Gas flame/ Grinder/ Saw cutting or by other method as directed by Engineer for unloading of materials.
34.20	Since, the trucks/ trailers are expected to arrive during any time of the day/ night, the contractor shall have his workmen round the clock at site as well as other places

	as required to unload the materials.
34.21	Lorries/ Consignments coming on Sundays and Holidays are also required to be handled by the contractor promptly. It will be the responsibility of the contractor to contact the site Engineer/ his authorized representative of BHEL at their residence, if required, and obtain instructions to make suitable arrangements.
34.22	The detention charges, if any, in the event of delay in unloading from the carrier, will be to contractor's account.
34.23	It shall be the responsibility of the contractor, to provide all necessary facilities to open the packages, in the presence of the Engineer, verifying their contents, re-packing wherever and whenever necessary, properly stacking them as may be directed by the Engineer. These works should be so done so as to facilitate proper handling, periodical verification of materials, receipt position, stock taking etc. The contractor shall have experienced persons at site who can maintain the records of dispatch/ receipt/ stacking/ verification/ shortage/ damage/ missing items etc. The verification of materials shall be carried out within fifteen days and report shall be submitted as a documentary proof.
34.24	All materials shall be stored at least 6" above ground level by use of concrete / wooden sleepers or on steel frames. No material shall be left to remain on ground at any time. Materials shall not be stacked in low-lying areas, where they are likely to get flooded during rains. Wooden sleepers/ concrete blocks/ tarpaulins for this purpose wherever deemed necessary shall be issued by BHEL free of charges. However these items shall be stacked/ stored properly at a location(s) specified by BHEL when not in use. The contractor is expected to use these most judiciously. In case it is observed that the contractor is not utilizing these optimally, he could be asked to re-stack the same at his cost.
34.25	It is possible that certain heavy items/ consignments will require fabrication of a temporary steel covering over it. These shelters will be covered with suitable pipes, clamps, CGI sheets and tarpaulin. The contractor will be required to fabricate such sheds. All materials required for this will be provided by CONTRACTOR and all expenses towards manpower, T&P, consumables etc. will be borne by the contractor. After the completion of the work the contractor will dismantle the same and take back these materials. The contractor will be paid @ Rs.10,000/- per MT for such works.
34.26	The material/ equipment requiring indoor storage will be handled and stacked inside the storage shed (provided by BHEL) by the contractor using Mobile crane (to be provided by BHEL/Contractor as per Annexures II & III). In case BHEL Crane is not in operation the contractor has to use his own material handling equipment like Hydra crane, Fork Lift etc for unloading the same in closed storage shed.
34.27	For unloading/ checking/ verification of the components/ packages with packing

	slips GR/ LWB/ etc., sufficient experienced persons and other facilities shall be provided by the contractor.
34.28	Stacking of the material shall be done as per the instructions and to the satisfaction of the Engineer. The materials shall be so stacked that the same should facilitate easy handling at the time of retrieving. In the event of any improper stacking BHEL may ask the contractor to re-stock the material properly or failing which BHEL may get the job done by any other agency at the risk and cost of the Contractor.
34.29	The contractor shall execute the work in the most substantial and workman like manner. The stores shall be handled with care and diligence. Any loss to BHEL due to contractor's lapse/ negligence shall have to be made good by the contractor.
34.30	In case contractor is not able to unload, transport, stack the material at a pre-determined area, as per direction of the Engineer for any reason whatsoever (including non-availability of crane, tractor-trailer and other T&P etc.), BHEL shall be at liberty to get the work done by engaging other agency/ equipment/ T&P etc. at the risk and cost of the contractor.
34.31	If the contractor or his workmen shall break, deface injure or destroy any part of a building, road, kerb, fenced enclosures, water pipes, cables, drains, electric or telephone posts or wires, trees, stored components or any other property or to any part of erected equipment etc. the contractor shall make the same good at his cost or in default the Engineer may cause the same to be made good by other workmen/agency or by other means and deduct the expense (of which the BHEL Engineer's decision is final) from any sum that may be then or at any time thereafter become due to the contractor or from his security deposit or any other money due.
34.32	It shall be the responsibility of the contractor to keep the storage areas (closed/ semi-closed/ open) in neat and tidy conditions. Any vegetation like grass, bushes, Sarkandas etc. shall be cut periodically in open/ closed storage area & removed and sprinkling of water to avoid dust as per requirement & instructions of BHEL Engineer within the contractual value. All surplus/ unusable packing materials shall be removed and deposited at location(s) specified by BHEL within the project premises (including weighing of the same within the project premises if required).
34.33	Normally the consignments from BHEL's' manufacturing units/ their sub-suppliers are sent on freight paid basis. In case any consignment is received at any place on freight to pay basis, it will be the responsibility of the contractor to pay the freight and take delivery of such consignments. The amount of freight paid by the contractor at any point of time in such cases will be limited to Rs. 5,000/-. However, the freight paid by the Contractor will be reimbursed by BHEL within a week's time on production of relevant receipts. In case of freight amounts exceeds Rs. 5,000/- contractor may request BHEL well in time to issue cheque/ draft for such amounts in favor of carriers towards freight

	<p>charges.</p> <p>Delay in issuance of cheque/ drafts as above shall not in any case be taken as a cause of delay in taking delivery of consignment resulting in wharfages/ demurrage leviable by carriers.</p> <p>Receipt of payment and proof of taking delivery of consignment shall be submitted to BHEL by the contractor.</p>
34.34	<p>In case some materials are required to be dispatched from site to manufacturing units, other sites or any other place, the contractor may be asked by the Engineer to get the same packed, transport it to nearest way Station/ Carrier's godowns and get the same booked. The contractors are therefore, requested to quote their rate for this work in Rate schedule. In case of material is required to be booked as freight paid, the freight for the consignment limited to Rs.5,000/- shall be paid by the contractor. However, it shall be reimbursed by BHEL on submission of receipt within a week's time. The funds for freight charges exceeding Rs. 5,000/- shall be arranged by BHEL. Packing material required shall be provided by BHEL free of cost.</p>
34.35	<p>In case some of consignments are to be dispatched on full truck/ trailer load basis, where the carriers will place their fleet inside the plant for loading, the contractor may be asked to collect them from different locations of store sheds/yard and load by using his crane and labour. Tenderer are required to quote rates for the work in rate schedule.</p>
34.36	<p>For any exigencies during execution of the contract, the contractor shall have to depute his personnel for collection/ delivery of any material meant for site from/to out station if desired and instructed by the Engineer. The contractor will however be reimbursed expenses incurred for such work for person deputed, as below:-</p> <ul style="list-style-type: none"> • Second class train fare with reservation/ supplementary charges/bus fare subject to furnishing details regarding ticket numbers, journey details, amount of fare etc. • Local conveyance charges (Actual bus/ cycle rickshaw/ auto rickshaw fare for local journeys at out station) as permitted by the Engineer. • Daily allowances @ Rs.100/- per day and @ Rs.150/- per day for lodging. • Postal/ telegraphic/ telephones charges, if any, subject to production of proof of having incurred such expenditure. • Freight and other charges, if any, paid on production of actual receipts. • Payment for the above will be made by BHEL within a month from the date of submission of bill along with details/ desired documents by the contractor subject to completion of work assigned to contractor personnel and to the entire satisfaction of the Engineer.
34.37	<p>The contractor shall install his own computers, maintain it and employ skilled operator for maintaining all records and progress reporting. Any type of data</p>

	<p>required should be made available for reference. Required printed output and in floppy discs shall be given to BHEL</p>
<p>34.38</p>	<p>TRANSPORT FROM STORES/STORAGE AREA TO POWER HOUSE/ SWITCHYARD/OTHER IDENTIFIED AREAS</p> <p>Most equipment furnished under this contract shall be loaded and dispatched/ and transported to powerhouse/ valve house/ switchyard/ other identified areas as per decision of BHEL engineer in a manner so that they are easily retrievable till the erection contractor erects them. No claim is admissible on this account</p> <p>It shall be contractor's responsibility to assist BHEL in identifying materials well in time, following the procedure indicated by BHEL, and transport the material safely to desired location according to program indicated by BHEL engineer..</p> <p>The contractor shall despatch, equipment/ consumables from storage area after getting the approval of BHEL Engineer on standard indent forms.</p> <p>The contractor shall identify and deploy necessary Engineers/ supervisors/ workmen/ suitable T&P for the above work in sufficient number as may be needed by BHEL, for areas covering their scope. Contractor will ensure suitability of T&P being used.</p> <p>All the equipment shall be handled very carefully to prevent any damage or loss. No untested wire ropes/ slings etc. shall be used for unloading/ handling. The equipment shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the stores shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at site.</p> <p>Contractor shall ensure that while lifting slings shall be put over the points indicated on the equipment or as indicated in the manufacturer's drawings. Slings/ shackles of proper size shall be used for all lifting and rigging purposes. All care shall be taken to safe guard the equipment against any damage. Dragging of piping / valves should be avoided. In case of any damage the cost shall be covered from the contractor.</p> <p>Approach road conditions from the stores/ yards to the erection site may not be equipped and ideal for smooth transportation of the equipment. Contractor may have to be adequately prepared to transport the materials under the above circumstances without any extra cost.</p> <p>Contractor shall be responsible for examining all the plant and materials issued to him and notify the Engineer immediately of any damage, shortage, discrepancy etc before they are moved out of the stores/ storage area. The contractor shall be solely responsible for any shortages or damages in transit, handling, storage of the equipment once received by him. Contractor has to arrange sufficient number of watch/ ward personal to avoid any pilferage of material. As per General Conditions of contract under provisions of clause No 29 BHEL will reserve the right to recover the cost of repair/ replacement, if any, to bring back the equipment in original order, in case the equipment/ material is lost/ damaged while in the custody of the contractor. BHEL's decision in this regard shall be final and binding on the</p>

contractor.

The contractor shall maintain an accurate and exhaustive record-detailing out the list of all equipment received/ despatched by him and keep such record open for the inspection of the engineer at any time.

The contractor shall ensure that all surplus/ damaged/ scrap/ unused material, packing wood/ containers/ special transporting frames etc are returned to BHEL at a place in project area identified by the Engineer. The contractor will maintain an account for all items received and returned to BHEL. Any shortage in returning such items shall be chargeable to the contractor except for a 5% allowable against wastage for packing wood only.

The contractor shall hand over all parts/ materials remaining extra over the normal requirement with proper identification tags to the stores as directed by the concerned BHEL engineer.

It shall be the responsibility of the contractor to keep the work/ storage areas in neat, tidy and working conditions. All surplus/ unusable packing and other materials shall be removed and deposited at location(s) specified by BHEL within the project premises. If required weighing of the same within the project premises will have to be carried out.

<p>34.39</p>	<p>BHEL-Power Sector (NR) is ISO 9001-2000, ISO 14001-1996 and OHSAS 18001-1999 certified company. Quality of work, to customer's satisfaction and system requirements are the essence of these certifications. The contractor in all respects will organize his work, systems, environment, process control documentation, tools, plant, inspection, measuring and testing equipment etc. as per instructions of BHEL engineer.</p> <p>The contractor shall also comply with applicable legislation and regulations with regards to Health, safety and environmental aspects for minimizing risk arising from occupational health, safety hazards, controlling pollution and wastage.</p>
<p>34.40</p>	<p>Tenderer may note that as the place of work is inside the POWER PROJECT and being manned by Security/Safety Force of NHPC, all necessary system related to entry of men, vehicle & material, safety & security systems, work permit system etc. as applicable will have to be followed by the contractor. Some of the common safety rules to be followed during working inside POWER PROJECT and the Storage Areas are as follows: -</p> <ul style="list-style-type: none"> ➤ No outsider is allowed to enter construction area without permission. ➤ No body is allowed to enter at construction site without Safety Shoe. ➤ Never enter work area without Safety helmet & chin strap in place. ➤ No climbing/working allowed without proper safety belt above 2 m. height. ➤ Do not exceed the speed limit 25 Kmph within premises. ➤ No debris obstacles allowed on the roads & passages. ➤ All accidents/incidents to be reported to site Incharge. ➤ Do not walk on pipelines or false ceiling. ➤ Maintain good Housekeeping at work site. ➤ No photography/ Videography allowed without permission ➤ Risk factor in construction is approximately 3 times the manufacturing sector. ➤ 85% of the workforce is drawn from rural background. They lack technical perspective & relevant industrial common sense. Safety awareness to be developed among these workers employed by Sub-contractors. ➤ Infrastructure to be developed for carrying out jobs properly in a safe manner. ➤ Excavation jobs results in more serious / Fatal incidents ➤ Submission of Safety Plan & Procedures. ➤ Deployment of Qualified & Experienced Safety Engineers/ Officers at each work site as per contract/ OISD requirement. ➤ All Site supervisors & engineers (including subcontractor's) must be imparted structured training on construction safety before start of the job & record to be maintained. ➤ Availability of qualified & trained Site Engineer at site during all working hours. ➤ Site Safety training to be imparted to all workers & plan to be made to cover every worker.

- Tools box talk (5-15 minutes) by supervisor prior to commencement of any job.
- All accident/ incidents (Near miss) to be reported & investigated. (Formats & procedure should be finalized)
- Daily Safety Checking by Each Site Engineer along with Safety engineer.
- Weekly co-ordination meeting of all Safety engineers with BHEL/NHPC safety officer.
- Monthly safety meeting with Site In-charges.
- Reports: Weekly/ monthly/ annual SHE report format should be finalized.
- All Safety equipment must be ISI marked & checked by Safety officer before use.
- Tag system for erection & use of scaffoldings.
- Use of Safety Nets for work at height.
- Permits shall be issued for following jobs:
 - Height Work
 - Excavation.
 - Electrical Installation
 - Confined space entry
 - Radiography
- Bamboo/wooden Scaffolding material not allowed.
- LPG cylinders not allowed for gas cutting.
- Flash back arresters to be used in gas cutting sets.
- Good House keeping. Separate waste bins to be used for flammable & non-flammable material.
- Safety awareness programs for workers by display of boards, posters, competitions, talks etc.
- First-Aid Medical facilities at site.
- Display of List of First Aid trained persons.
- Testing certificates for lifting tools & tackle.
- Provision & maintenance of fire extinguishers at construction site & material stores.
- Display of emergency telephone numbers at various locations.
- For work in confined space use 24 V lamp fitting & use tools with air motors or electric tools with max. 24 V.
- For confined space entry Gas test must be done before & at regular intervals.
- ELCB at all temporary electrical connections.
- Checking & tag of equipment like grinding machine, welding machine, gas cutting set etc. by supervisors before use.

35.0	TOOLS AND PLANTS
35.1	T&P being provided by BHEL to sub-contractor free of hire charges shall be shared by other subcontractors working for BHEL at site and the allotment done by BHEL Engineer shall be final and binding.
35.2	Besides the T&P and IMTEs being made available to contractor free of hire charges by BHEL, all other T&Ps and IMTEs which are required for successful and timely execution of the work covered within the scope of this tender, shall be arranged and provided by the contractor. He should ensure that these are in good working condition. In the event of the failure of contractor to bring necessary and sufficient T&Ps and IMTEs, BHEL will be at liberty to arrange the same and hire charges as applicable shall be deducted from contractor's bill. Decision of BHEL in this regard shall be final and binding on contractor.
35.3	All distribution boards, connecting cables, wire ropes, hoses, pipes etc, including temporary air/ water/ electrical connections etc shall have to be arranged by the contractor at his own cost.
35.4	In case of non-availability of the T&Ps to be provided by BHEL due to breakdown, major overhauls, distribution pattern or any other reason, the contractor shall plan / amend/ alter his activities to meet erection/ commissioning targets in consultation with BHEL. No such cause/ delay shall be considered for compensations against over run charges.
35.5	The operation and day-to-day maintenance of all BHEL's T&P being provided free of hire charges shall be in the scope of the contractor. The contractor shall arrange, at his own cost, trained operators, fuel and other consumables for their operation. All lubricants shall be provided by BHEL free of cost. The contractor will give the requirement well in advance.
35.6	The contractor shall engage trained and experienced operators for the operation of BHEL's T&Ps. Their skill/ performance will be checked by BHEL Engineer before they are allowed to operate the same. However checking of skills by BHEL does not absolve the contractor of his responsibilities for proper and safe handling of equipment, consistent good performance of operators and regular performance evaluation of operators.

35.7	The day to day and routine maintenance of BHEL's T&Ps shall be carried out by contractor as per manufacturer's/ BHEL's maintenance schedule at his cost. These shall be maintained in good working condition during the entire period of use. T&Ps in defective/ damaged condition shall be rectified promptly to the full satisfaction of BHEL engineer. Contractor shall maintain records for maintenance of major T&Ps that shall be made available for Inspection whenever required. In case of any lapses on the part of the contractor BHEL at its own discretion get the servicing/ repair of equipment done at the risk and cost of the contractor with BHEL overheads.
35.8	The contractor shall arrange at his cost all spares needed for upkeep of all T&Ps for day-to-day maintenance. For cranes, repair/ replacement of filter, batteries, self, dynamo, shall be the responsibility of the contractor. However, the charges of the replacement of the other damaged/ worn out parts of BHEL cranes will be borne by BHEL, provided the damage is not due to the negligence of the contractor. However, if there are breakdowns / damages due to negligence of the contractor, the complete service/ repair charges and cost of all the spares damaged with BHEL overheads shall be recovered from contractor's RA bills.
35.9	The contractor, at his own cost shall arrange all supervision and labour required for maintenance and attending breakdowns.
35.10	Increasing/ shortening of the crane boom to suit work requirements shall have to be arranged by the indenting contractor at his cost. All necessary manpower tools, support, consumables, illumination etc. will have to be arranged by contractor at his cost. If required, contractor has to return the crane with original boom.
35.11	The area and infrastructure development of the area to be carried out by the BHEL. However in construction projects of this magnitude it is possible that all the areas/ approaches may not be ready. In such cases consolidation of ground and arrangement of sleepers/ sand bag filling etc for safe operation/ movement of equipment including cranes/ tractors etc shall be the responsibility of the contractor at his cost. No compensation on this account shall be payable.
35.12	In the event of contractor not using and maintaining BHEL T&Ps according to BHEL's instructions. BHEL will have the right to withdraw such item without any notice and no claim in this regard shall be entertained and contractor shall be responsible for delay in execution on this account.
35.13	The contractor shall furnish regular utilization report of the BHEL T&Ps, as per requirement of BHEL.

35.14	Any loss/ damage to any part of BHEL T&Ps and IMTEs shall be to the contractor's account and any expenditure on these accounts by BHEL will be recovered from the contractor's bill in case the contractor fails to make good the loss.
35.15	It is the responsibility of the contractor to take delivery of T&Ps from stores or place of use by other contractor at project site, transport the same to site and return the same to BHEL store/ place as intimated by Engineer in project site in good working conditions after use.
35.16	Contractor shall return BHEL T&Ps and IMTEs issued to him in good working condition as and when desired by BHEL (on completion or reduction of workload). If return of T&P and IMTE were delayed by contractor, hire charges as applicable shall be levied by BHEL from time, it was requisitioned till the time of actual return. T&Ps and IMTEs returned in damaged/ unserviceable condition shall be got repaired by BHEL at its own discretion and entire cost of repair with BHEL overheads shall be recovered from the contractor.
35.17	Replacement cost including BHEL overheads in respect of irreparable/ completely damaged/ non return of T&Ps and IMTEs shall be recovered from the contractor's running/ final bills
35.18	Contractor shall ensure deployment of serviced and healthy T&Ps including cranes, lifting tackles, wire ropes, manila ropes, winches and slings etc. History card and maintenance records for major T&Ps will be maintained by the contractor and will be made available to BHEL Engineer for inspection as and when required. Identification for such T&Ps will be done as per BHEL Engineer's advice.
35.19	Contractor shall ensure deployment of reliable and calibrated IMTEs (Inspection measuring and testing equipment). The IMTEs shall have test/ calibration certificates from authorized / Government approved / accredited agencies traceable to National/ International standards. Each IMTE shall have a label indicating calibration status i.e. date of calibration, calibration agency and due date for calibration. A list of such instruments deployed by contractor at site with its calibration status is to be submitted to BHEL Engineer for control.
35.20	Re-testing/ re-calibration shall also be arranged at regular intervals during the period of use as advised by BHEL Engineer within the contract price. The contractor will also have alternate arrangements for such IMTE so that work does not suffer when the particular instrument is sent for calibration. If any IMTEs not found fit for use, BHEL shall have the right to stop the use of such item. It will be necessary for the contractor to deploy proper item. Any readings taken by the defective instrument will be recalled and repeat the readings taken by that instrument with a proper one. In case he fails to do so, BHEL may deploy IMTEs and retake the readings at contractor's cost.

35.21	BHEL shall have lien on all T&P, IMTEs and other equipment of the contractor brought to the site for the purpose of erection, testing and commissioning. BHEL shall continue to hold the lien on all such items throughout the period of contract/ extended period. The contractor and/ or his sub-contractors, without the prior written approval of the Engineer, shall remove no material brought to the site.
35.22	The month wise T&P deployment plan to be submitted as per format (at Annexure-D to general conditions of contract) is only to assess the capability as well as understanding of the contractor to execute the work. It shall be the contractor's responsibility to deploy the required T&P, for timely and successful completion of the job, to any extent over and above those indicated in the above deployment plan (including those which are not covered in the plan submitted) without any compensation on this account.
36.0	LABOUR & SUPERVISORY STAFF
36.1	The contractor shall engage experienced supervisory staff and especially skilled labour e.g. crane operators, heavy-duty vehicle driver, fitters, electricians, carpenters, sarangs, riggers, khalasis, etc. for works under this contract.
36.2	The supervisory staff employed by the contractor shall ensure proper out-turn of work and discipline on the part of the labour put on the job. The contractor in general shall ensure that the works are carried out in a safe and proper manner and in coordination with the staff of ways and staff employed directly by BHEL or other contractors of BHEL or BHEL's client / other agency.
36.3	It shall be the responsibility of the contractor to ensure safe lifting of the equipment taking due precautions to avoid any accident and damage to other equipment and personnel. Contractor shall be liable for all accidents, damages etc. to personnel and equipment etc. during the execution of the work.
36.4	The work shall be executed under the usual conditions like rain, insufficient space, and improper approach roads etc. affecting major power plant construction and in conjunction with numerous other operations at site. The contractor and his personnel shall cooperate with other personnel. The contractor will coordinate his work with others and proceed in a manner that shall not delay or hinder the progress of work as a whole.

36.5	The month wise manpower deployment plan to be submitted as per format (at Annexure-C to general conditions of contract) is only to assess the capability as well as understanding of the contractor to execute the work. It shall be the contractor's responsibility to deploy the required manpower, for timely and successful completion of the job, to any extent over and above those indicated in the above deployment plan (including those which are not covered in the plan submitted) without any compensation on this account. The contractor shall identify separate persons at site for quality control and safety.
37.0	FACILITIES TO BE PROVIDED BY BHEL/CONTRACTOR
37.1	<p>BHEL shall provide limited open space for office and store/ workshop at site free of rental charge.</p> <p>It is the responsibility of the contractor to develop the space for construction of office sheds, to provide all utilities like electricity, drinking water etc., as a part of his scope of work within the accepted rates. Contractor shall make water arrangement from the water pipe line of local network area.</p> <p>Electric power for office and workshop will be provided on chargeable basis at a prevailing rates of NHPC/HPSEB/BHEL at one point as decided by BHEL. Further distribution will have to be made by contractor.</p>
37.2	Contractor shall be responsible for providing all necessary facilities like residential accommodation, transport, electricity, water, medical facilities etc. as required under various labour laws and statutory rules and regulations framed there under to the personnel employed by him.
37.3	On completion of work or as and when required by BHEL, all the temporary buildings, structures etc. shall be dismantled and leveled and debris shall be removed as per instruction of BHEL by the contractor at his cost. In the event of his failure to do so, it will be got done at his risk and cost, and expenses incurred shall be re-covered from the contractor along with prevailing overhead. The decision of BHEL Engineer in this regard shall be final.
37.4	BHEL shall be providing the general-purpose lighting inside and outside stores as a one-time arrangement. The contractor shall upkeep these facilities at his own cost. Keep the area well lighted. BHEL shall provide the open and closed storage area to the contractor for keeping all the material. It shall be the responsibility of the contractor to maintain the area properly. It shall be the responsibility of the contractor to provide the cleaners for maintaining the sanitation facilities provided within the storage area.
38.0	TIME SCHEDULE

38.1	The contractor is required to commence the work within 15 days from the date of issue of letter of intent (LOI) unless BHEL decides to fix any other later date. However, BHEL Engineer will certify the actual date of start of work after adequate mobilization of manpower, material handling equipment and other T&P by the contractor.
38.2	Major materials as covered within the scope of this tender are likely to be received in stages up to 30 months period from the actual date of start of work.
39.0	OVERRUN:
39.1	<p>In case due to reasons not attributable to the contractor, the work gets delayed and scheduled completion gets extended beyond 30 months, the contractor shall not be entitled for any overrun compensation for a period of first THREE months after the contractual completion date. In case the scheduled completion time gets extended beyond THREE months as stated above, the contractor shall be considered for payment of fixed overrun charges (ORC) @ Rs.50,000/- (Rs. fifty thousands only) per month on receipt of advance notice intending to claim over run and on fulfillment of following conditions :</p> <p>a) The reasons for delay in completion of work are not attributable to contractor but however subject to the provisions of clause 31.</p> <p>b) The targets fixed during the overrun period are achieved by contractor.</p>
39.2	Once the claim of overrun charges is admitted no other compensation whatsoever (like for delays in receipt of materials, availability of fronts etc.) will be entertained.
39.3	The contractor shall maintain sufficient work force and other resources required for completion of the job expeditiously/ regular upkeep, operation, maintenance of all equipments for the entire contractual period including total extended period.
39.4	For the purposes of ORC the actual date of start as certified in clause No. 38.1 will be considered.
40.0	PRICE VARIATION
40.1	<p>The rates quoted for scope of work as defined in this tender are subject to price variation provisions as per following formula:</p> $P1 = \frac{0.60 \times P0 (F1 - F0)}{F0} + \frac{0.10 \times P0 (D1 - D0)}{D0}$

	<p>P_1 = Increase/ Decrease in billed amount (variation) for the particular month of billing.</p> <p>P_0 = Gross billed amount for the month as per contract provisions.</p>
	<p>F_1 = All India CPI published by Labour Bureau, Shimla, Govt. of India, for Industrial workers (Base 2001 =100) applicable for the month under consideration i.e. for which bill has been raised.</p>
	<p>F_0 = All India CPI published by Labour bureau, Shimla, Govt. of India, for Industrial workers (Base 2001 =100) applicable for the month of award of work.</p>
	<p>D_1 = Rate of diesel as applicable at PARBATI site for the month under consideration i.e. for which bill has been raised.</p>
	<p>D_0 = Rate of Diesel as applicable at PARBATI site for the month of award of work.</p>
40.2	<p>The contractor will be required to raise the bills for price variation payments on a monthly basis irrespective of the facts whether any increase or decrease in CPI. Price variation as per above formula will be calculated and paid/deducted on the total contract value on month-to-month basis from the date of award. BHEL however reserves the rights to freeze variation for that much of duration of delays, from time to time, which are entirely attributable to the contractor. Average of applicable index of PVC paid shall be taken as index for PVC for final 5% amount.</p>
40.3	<p>With the provision of price variation as above clauses, NO CLAIM/ COMPENSATION on account of any increase in wages (including minimum/ statutory wages), prices of petrol, other consumables viz. electrodes, gases etc. or any other reasons will become payable during the entire period of execution including extensions, if any.</p>
41.0	TAXES & DUTIES
41.1	<p>Income Tax at the prevailing rate on gross value of work done and applicable surcharge shall be deducted from the running bills unless exempted by the Income Tax Authorities.</p>
41.2	<p>Price quoted shall be inclusive of all taxes, duties except service tax. The service tax, <u>as legally leviable & payable by the contractor</u> under the provisions of applicable law/act, shall be paid by BHEL as per contractor's bill. However, contractor shall have to submit proof of service tax deposited by them immediately after the deposit but not later than the <u>next bill submitted</u> after the due date of deposit. The contractor shall furnish proof of Service Tax registration with Central Excise Division covering the services covered under this contract. Registration should also bear endorsement for the premises from where the billing shall be done</p>

	by contractor on BHEL for this project The contractor shall obtain prior approval of BHEL before billing the service tax amount.
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41.3	Contractor shall get his organization registered with concerned <u>Sales Tax/ VAT</u> authorities within 15 days of award of this contract, if applicable. The delay on this account and delay in bringing the material shall be to contractor's account and no extension of time shall be allowed on this account. The <u>Sales Tax/ VAT</u> registration for this contractor shall be forwarded to BHEL within 30 days from the date of LOI. In case the contractor is already registered for <u>Sales Tax/ VAT</u> with Govt. Authorities he must quote his registration no, while submitting their tender.
41.4	Contractor has to make his own arrangement at his cost for completing the formalities, if required, with Sales Tax Authorities, for bringing his materials, plants and equipment at site for the execution of the work under this contract.
41.5	OCTROI , if any, payable on the consignments will have to be initially paid by the contractor and necessary reimbursement claimed from BHEL duly supported by documentary proof. Whenever the amount payable in one particular case is more than Rs. 5000/-, the contractor may request BHEL well in time to issue cheque / draft in favour of authorities.
42.0	TERMS OF PAYMENT
42.1.1	The 'Engineer' will certify regarding the actual work executed in the measurement books and bills, which shall be accepted by the contractor in measurement book.
42.1.2	Contractor shall also submit bills for the work completed under the specification, once in a month detailing work done during the month. The format for billing shall be approved by BHEL before raising invoices. Tonnage shall however be calculated on the basis of gross weight of the package.
42.1.3	Shortage / damage reports to be submitted on BHEL standard materials management forms. No payment shall be released till the contractor submits these reports and are verified by the Engineer.
42.1.4	Subject to any deduction which BHEL may be authorized to make under the contract, the contractor on the certificate of the Engineer at site be entitled for payment as explained hereunder:
42.2	FOR MATERIAL HANDLING WORKS
42.2.1	FOR ITEM NO 1 OF RATE SCHEDULE
42.2.1a	55% of the rate shall be paid after the materials are safely unloaded and recorded in stocks as per BHEL practices such as GR / LWB/ loading advice/ box packing slip subject to furnishing of following information along with the bills as per above

	<p>clause.</p> <p>a) Proof of claim lodged with ways/ transporters in respect of above shortage / open delivery.</p> <p>b) Material management forms duly filled / records generated in stocks (stock registers and computers) and certified by the Engineer.</p>
42.2.1b	<p>40% of the rate shall be paid after safekeeping / stacking, proper verification in line with documents and records and proper preservation as per BHEL instructions is ensured. Opening of cases / re-packing, wherever necessary (with contractor's own labour and T&P).</p> <p>Payment will be released on submission of the information, as per material management forms by the contractor immediately after verification of materials as certified by the Engineer. The Engineer at site would supply the requisite Performa.</p>
42.3	FOR ITEM NO 2 (a) ,2 (b) OF RATE SCHEDULE
42.3.1	<p>95% of the rate shall be paid after the materials are loaded in truck/ trailers from stacked area, transported and unloaded at requisite place with his (a) own arrangements (b) EOT Crane and verification, proper handing over of material advice / box packing.</p>
42.4	FOR ITEM NO 3 OF RATE SCHEDULE
42.4.1	<p>95% of the rate shall be paid (after the materials are safely unloaded directly in power house EOT crane of the powerhouse/ valve house by another agency)and recorded in stocks as per BHEL practices such as GR/ LWB/ loading advice/ box packing slip subject to furnishing of following information along with the bills as per above clause.</p> <p>a) Proof of claim lodged with ways/ transporters in respect of above shortage/ open delivery.</p> <p>b) Material management forms duly filled / records generated in stocks (stock registers and computers) and certified by the Engineer.</p> <p>c) After safekeeping / stacking, proper verification in line with documents and records and proper preservation as per BHEL instructions is ensured.</p> <p>Payment will be released on submission of the information, as per material management forms by the contractor immediately after verification of materials as certified by the Engineer. The Engineer at site would supply the requisite Performa.</p>
42.5	FOR ITEM NO 4 OF RATE SCHEDULE
42.5.1	<p>95% of the rate shall be paid after installation of 1 no MOT CRANE in the closed storage shed. Further subdivision of rates can be done at site with BHEL engineer.</p>

	The decision of BHEL engineer shall be final.
42.6	FOR OPTIONAL ITEMS NO 5, 6 and 7 OF RATE SCHEDULE
42.6.1	95% of the unit rate shall be paid on completion of particular item.
42.7	The 2.5% of CV shall be payable on completion of all pending works which includes settlement of outstanding issues with Carriers / ways.
	NOTE: Above payment shall be released after working out the contract value based on actual work carried out.
42.8	The balance 2.5% of contract value will be payable on final reconciliation, submission and passing of Final bill. The certificate of Engineer regarding such approval and passing of sums shall be final and conclusive against the contractor.
42.9	No payment shall be made for handling of sleepers, blocks and other items issued from BHEL stores for storing, stacking of materials and their return.
43.0	RATE SCHEDULE
43.1	Contractor shall fully understand equipment description and scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under these specifications shall be covered within the quoted rates.
43.2	The tenderer shall quote the rates as per the rate schedule only, in part II Price bid (Original). Conditional price bids or price bids with any deviation / clarification etc are liable to be rejected. No cutting / erasures/ over writing shall be done.
43.3	The tenderer is also required to quote for all OPTIONAL items of the rate schedule as the same may be operated according to site conditions and entirely at the discretion of BHEL during the execution of contract. No compensation for non-operation of these OPTIONAL items and getting work done through other agency for optional items, shall be payable to the contractor.
43.4	Rates for optional items shall not be considered for evaluation of tender.
44.0	INSTRUCTIONS TO TENDERER
44.1	The tenderer are advised to actually visit the site and fully acquaint themselves with site conditions, transportation routes, various distances, facilities etc., before quoting their rates for this work. BHEL shall not be responsible in any way for non-familiarization of site conditions.

44.2	Once the tenderer has quoted for the work, it is implied that he has ascertained various site conditions, transportation routes and distances etc. as per above clause. No claim whatsoever will be entertained by BHEL on any such account.
44.3	The contractor in the event of this work awarded to him, shall establish a site office at site and keep posted an authorized, responsible officer who should hold a valid power of attorney for the purpose of the contract.
44.4	Any order or instruction of the Engineer or his duly authorized representative shall be communicated to the contractor's representative at site office and the same will be deemed to have been communicated to the contractor at his legal address.
44.5	All insurance as applicable for manpower and T&P of the contractor shall be arranged by the contractor. Insurance under workman compensation act and other statutory requirements shall be ensured by the contractor.
44.6	Offers received without data/ information required to be submitted under tender clauses-11.1 to 11.11 are liable to be rejected. Documentary evidences should duly support all these data/ information.
44.7	No deviations to the tender conditions will normally be accepted.
45.0	PERFORMANCE GUARANTEE:
45.1	Irrespective of provisions in tender else where, in view of nature of work, performance guarantee is not required under this contract.
46	OTHERS
46.1	Security Deposit:-The contractor shall submit Security Deposit within 15 days from the date of issue of LOI as per clause no. 16.2 of the General Conditions of Contract (GCC). In case the contractor opts to furnish Bank Guarantee as a part of Security Deposit, the BG shall be issued as per the Performa enclosed as per Annexure-H of the GCC and also that the BG should be issued preferably through any of the Member Banks listed on Page No. 34(a) of the GCC; For BG through any other Nationalized Bank (Not covered in the list of Member Banks of GCC), the discretion of its acceptance shall lie solely with BHEL.
46.2	In case of any contradiction between General Conditions of Contract (GCC) and Special Conditions of Contract (SCC), the latter shall prevail.
46.3	The tenderer shall specifically confirm that he has inspected the site of work

	and acquired full knowledge and information about the site conditions, wage structure, Industrial climate, total work involved and will not raise claim of any nature due to lack of knowledge of site condition. He will also confirm that local taxation laws at the site have been clearly understood by him.
46.4	The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of pre-qualification evaluation/ Techno-commercial bids. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.
46.5	Unsolicited rebate/ discount shall not be accepted after bid opening.
46.6	INSURANCE: Besides provisions under clause no. 29.0 of GCC regarding insurance, the following shall also be applicable. The contractor shall also take care of the same while submitting their offer.
46.6.1	Insurance for all materials pertaining to the Contractor (T&Ps, Construction Materials etc.) during transit, storage and during construction shall be in his (Contractor's) scope.
46.6.2	The Contractor shall provide insurance cover to all persons employed/engaged by him throughout the period of Contract, including the extended period, if any.

Annexure-II

LIST OF T&P BEING PROVIDED BY BHEL FOR USE OF CONTRACTOR FREE OF HIRE CHARGES ON SHARING BASIS

S.NO.	EQUIPMENT	CAPACITY	QTY
1.	HYDRA CRANE	14 T	01
2.	TYRE MOUNTED CRANE	55 T	01

NOTE:

1. THE ABOVE MENTIONED SUITABLE CAPACITY CRANE WITHOUT SLINGS & LIFTING TACKLES WILL BE PROVIDED BY BHEL ON SHARING BASIS. THE OPERATION AND MAINTENANCE OF CRANE SHALL BE THE RESPONSIBILITY OF CONTRACTOR. THE FUEL SHALL BE ALSO GIVEN BY CONTRACTOR. ALL OTHER TERMS & CONDITIONS SHALL BE AS PER TENDER CLAUSE NO. 35
2. TWO NOS. EOT CRANE WILL BE ERECTED / COMMISSIONED BY ANOTHER AGENCY AND MAY BECOME OPERATIONAL ANY TIME DURING THE PERIOD OF SUBJECT WORK. THIS EOT CRANES WILL ALSO BE PROVIDED BY BHEL FREE OF HIRE CHARGES & ON SHARING BASIS FOR SUBJECT WORK. THE MAINTENANCE OF EOT CRANE WILL BE CARRIED OUT BY BHEL / ITS CLIENT. HOWEVER CONTRACTOR WILL NOT BE ENTITLED FOR ANY COMPENSATION DUE TO NON-AVAILABILITY OF EOT CRANE.

INDICATIVE LIST OF MAJOR T&P TO BE PROVIDED BY CONTRACTOR FOR EXECUTION OF TENDERED WORKS FOR MOST DURATION OF THE CONTRACT

S.NO.	EQUIPMENT	CAPACITY	QTY
1.	TRUCK	10 T	MIN 1 NO
2.	TRAILOR WITH PULLING UNIT	20 T	01
3.	TRAILOR WITH PULLING UNIT	50 T	AS PER REQUIREMENT
4.	GENERAL PURPOSE MATERIAL HANDLING T&P (WINCHES, SLINGS, CARPENTOR TOOLS, D SHACKLES, EYE BOLTS, FITTERS TOOLS, ELECTRICIANS KIT ETC)		AS PER REQUIREMENT
5	WOODEN/ CONCRETE SLEEPERS		AS PER REQUIREMENT
6	CONSUMABLES		AS PER REQUIREMENT
7	FORK LIFT	3/5 T	01
8	SET OF MEASURING TOOLS		AS PER REQUIREMENT
9	COMPUTER		02
10	FIRE EXTINGUISHERS		AS PER REQUIREMENT
11	HYDRA CRANE	18T	01
12.	MOT CRANE TO BE PROVIDED INCLUDING INSTALLATION (TO BE MOUNTED IN CLOSED SHED)	10T	01

NOTE:

1. The above list specifies only major T&P (may not be complete) to be deployed by the contractor and is based on minimum requirement. All additional / other tools and plants including suitable capacity D shackles, slings, rails sleepers hydraulic/ mechanical jacks etc which are required for satisfactory & timely completion of work shall also be deployed by the contractor within finally accepted rate/ price.
2. Consignments which can not be handled by above cranes of contractor/ BHEL provided cranes as per annexure II, can be unloaded/ handled by

sleeper jack method. Alternatively suitable capacity crane is to be arranged by contractor for handling such consignments. The bidders are required to take note of it while submitting their offer.

3. Cranes as per annexure II without slings & lifting tackles will be provided by BHEL subject to availability on sharing basis for unloading of heavy consignments. All other terms & conditions shall be as per tender clause no. 35.

CERTIFICATE OF DECLARATION FOR CONFIRMING THE KNOWLEDGE OF SITE CONDITIONS

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

Tenderers Name and Address

Place:

(Signature of the Tenderers with stamp)

Date: