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NOTICE INVITING TENDER

(Document No PS:MSX:NIT)

**TENDER NO.: BHEL/NR/SCT/RAPP KOTA
/HORTICULTURE/1197**

**NAME OF WORK: HORTICULTURE (TREE PLANTATION)
WORK AT 2X700 MW UNIT 7&8 OF NPCIL, RAPP KOTA.**

Bharat Heavy Electricals Limited



Ref: BHEL/NR/SCT/RAPP KOTA /HORTICULTURE/1197

Date: 28/07/2020

NOTICE INVITING E-TENDER (NIT)
BIDDER TO SUBMIT OFFERS ON PORTAL
<https://bhel.abcprocure.com>

To

Dear Sir/Madam

Sub : NOTICE INVITING E-TENDER

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-I) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1. **Salient Features of NIT**

SL NO	ISSUE	DESCRIPTION	
i	TENDER NUMBER	BHEL/NR/SCT/RAPP KOTA /HORTICULTURE/1197	
ii	Broad Scope of job	NAME OF WORK: HORTICULTURE (TREE PLANTATION) WORK AT 2X700 MW UNIT 7&8 OF NPCIL, RAPP KOTA	
iii	DETAILS OF TENDER DOCUMENT		
a	Volume-IA	<u>Technical Conditions of Contract (TCC)</u> consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	Applicable
b	Volume-IB	<u>Special Conditions of Contract (SCC)</u>	Applicable
c	Volume-IC	<u>General Conditions of Contract (GCC)</u>	Applicable
d	Volume-ID	<u>Forms and Procedures</u>	Applicable
e	Volume-II	<u>Price Schedule (Absolute value).</u>	Applicable
iv	Issue of Tender Documents	<u>From BHEL website (www.bhel.com) and https://bhel.abcprocure.com</u> Tender documents will be available at website till due date of submission	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	<u>Date : 07/08/2020 , Time : 15:00 HRS</u> <u>Place : on https://bhel.abcprocure.com</u>	Applicable
vi	OPENING TENDER OF	<u>At due date / time</u> <u>Date : 07/08/2020 , Time : 15:30 HRS</u> Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day.	Applicable

		(2) Bidder may depute representative to witness the opening of tender. However it being an e-tender it shall be opened online	
vii	EMD AMOUNT	Rs. 4,24,000/-	Applicable
viii	COST OF TENDER	Rs. 2,000/-	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	<p>Five days before bid submission due date. Along with soft version also, addressing to contact address given below</p> <p>1) Name: G.V. RAJA SEKHAR Designation: MANAGER Deptt: SCT Address: BHEL-PSNR, PLOT NO. 25, SECTOR – 16A, NOIDA - 201301 Phone: (Landline) 0120-2416232 Email : gvr@bhel.in</p> <p>2) Name: R M CHANDRA Designation: DY, MANAGER Deptt: SCT Address: BHEL-PSNR, PLOT NO. 25, SECTOR – 16A, NOIDA - 201301 Phone: (Landline) 0120 - 2416440 Email : rmchandra@bhel.in</p>	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)		Not applicable.
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	Please refer clause no.15a.	Not applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendums) & portal https://bhel.abcprocure.com and not in the newspapers . Bidders to keep themselves updated with all such information	
xiii	Tender submission	on portal https://bhel.abcprocure.com	

2. The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**
3. Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Noida issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Noida, Sundays and second/ last Saturdays.

As this tender is an E-Tender and no paper bids will be accepted therefore the scanned copy of the Demand Draft or the Cash Receipt issued by BHEL PSNR should be uploaded in the E procurement portal. Hard Copy of the demand draft should reach BHEL PSNR HQ Noida before the due date and time of bid submission. BHEL shall not be responsible for postal or any other delays in this regard.

4. Unless specifically stated otherwise, tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described in Clause no. 1.9 of General Conditions of Contract.

'One Time EMD' will not be considered for this tender. All the bidders who have 'One Time EMD' with BHEL and want to participate in this tender, would also submit the requisite amount of EMD as mentioned in Clause No. 1, Salient Features of NIT, Sl. No. (vii) above.

However, the One Time EMD can be adjusted against the EMD applicable against this tender on specific request of bidder.

For Electronic Fund Transfer the details are as below:-

a) **Name of the Beneficiary** :- Bharat Heavy Electricals Limited

b) **Bank Particulars**

i).	Bank Name :-	STATE BANK OF INDIA
ii).	Bank Telephone No.(with STD code)-:	011-23475566
iii).	Branch Address:-	CAG II BRANCH, NEW DELHI 4 th & 5 th FLOOR, REDFORT CAPITAL, PARASNATH TOWERS, BHAI VEER SINGH MARG, GOLE MARKET, NEW DELHI-110001
iv).	Bank Fax No. (with STD code) :-	011-23475566
v).	Branch Code :-	17313
vi).	9 Digit MICR Code of the Bank Branch :-	110002562
vii).	Bank Account Number :-	10813608647
viii).	Bank Account Type :-	CASH CREDIT
ix).	11 Digit IFSC Code of Beneficiary Branch:-	SBIN0017313

(Note:- In case of E-Tenders, no paper bids shall be accepted, therefore, the scanned copy of the Banker's Cheque/ Demand Draft/ Pay Order/ Details of payment made through Electronic Fund Transfer/ Fixed Deposit Receipt (FDR) / Bank Guarantee should be uploaded in the E-Procurement Portal and hard copy of the same should reach BHEL-PSNR HQ Noida before the due date and time of bid submission. BHEL shall not be responsible for postal or any other delays in this regard.)

5. **Procedure for Submission of Tenders:** This is an E-tender floated online through our E-Procurement Site <https://bhel.abcprocure.com>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bhel.abcprocure.com>. Offers are invited in two-parts only.

Documents Comprising the e-Tender

The tender shall be submitted online ONLY EXCEPT TENDER FEE & EMD (in physical form) as mentioned below:

a. Technical Tender (UN priced Tender)

All Technical details (eg. Eligibility Criteria requested (as mentioned below)) should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- i. Tender Cost and Earnest money Deposit (EMD) furnished in accordance with NIT Clause 3.0 & 4.0.
- ii. Technical Bid (without indicating any prices).

b. Price Bid:

- i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- ii. The price should be quoted for the accounting unit indicated in the e-tender document.
- iii. Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
- iv. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- v. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- vi. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, same shall not be considered.

DO NOT'S

Bidders are requested NOT to submit the hard copy of the Bid. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, the same shall not be considered. **Also, uploading of the price bid in prequalification bid or technical bid may RESULT IN REJECTION of the tender.**

Digital Signing of e-Tender

Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).

The Requirement:

- 1. A PC with Internet connectivity &
- 2. DSC (Digital Signature Certificate)(**Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION**)

BHEL has finalized the e-procurement service Provider:-

M/s AbcProcure, Ahmedabad

A-202/208, Wall Street-II, Opp. Orient Club, Nr. Gujarat College,

Ellis Bridge, Ahmedabad-380006

The contact details of the service provider are given below:

Name	Contact Nos.	e-mail ID	Role	Location
Swapnil Hamilton	+91 79 40270549	swapnil.h@eptl.in	Support Executive	HO – Ahmedabad
Hardik Oza	+91 79 40270560	Hardik.oza@eptl.in	Support Executive	HO – Ahmedabad
Ankur Bhatt	+91 79 40270590	ankur.bhatt@eptl.in	Support Executive	HO – Ahmedabad
Prashant Rajyaguru	+91 79 40270545 / 9016859416	prashant@eptl.in	Ast. Manager – Implementation & Support	HO – Ahmedabad
Dharam Rathod	+91 79 40270596 / 9374519754	dharam@eptl.in	Manager – Implementation & Support	HO – Ahmedabad
Pradip Parmar	+91 79 40270532 / 9328657215	pradip@eptl.in	Sr Manager – Implementation & Support	HO – Ahmedabad
Devang Patel	+91 79 40270576 / 99983 05442	devang@eptl.in	Sr Manager – Implementation & Support	HO – Ahmedabad

The process of utilizing e-procurement necessitates usage of **DSC (Digital Signature Certificate)**

(Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION) and you are requested to procure the same immediately, if not presently available with you. Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process.

1. The contact details of the DSC Certifying Authority as given below

1	GNFC	www.ncodesolutions.com
2	e-Mudhra	http://www.e-Mudhra.com
3	Safescrypt	www.safescrypt.com

Vendors are also requested to go through seller manual available on <https://bhel.abcprocure.com>.

6. **Not Used**
7. Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
8. BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).

9. **Assessment of Capacity of Bidders:**

Bidder's capacity for executing the job under tender shall be assessed 'LOAD' wise and 'PERFORMANCE' wise as per the following:

- I. **LOAD:** Load takes into consideration ALL the contracts of the Bidder under execution with BHEL Regions, irrespective of whether they are similar to the tendered scope or not. The cut off month for reckoning 'Load' shall be the 3rd Month preceding the month corresponding to the 'latest date of bid submission', in the following manner -

(Note: For example, if latest bid submission is in Jan 2017, then the 'load' shall be calculated up to and inclusive of Oct 2016)

Total number of Packages in hand = Load (P)

Where 'P' is the sum of all unit wise identified packages (refer table-1) under execution with BHEL Regions as on the cut off month defined above, including packages yet to be commenced, excepting packages which are on Long Hold.

- II. **PERFORMANCE:** Here 'Monthly Performance' of the bidder for all the packages (under execution/ executed during the 'Period of Assessment' in all Power Sector Regions of BHEL) SIMILAR to the packages covered under the tendered scope, excepting packages not commenced shall be taken into consideration. The 'Period of Assessment' shall be 6 months preceding and including the cut off month. The cut off month for reckoning 'Period of Assessment' shall be the 3rd Month preceding the month corresponding to 'latest date of bid submission', in the following manner:

(Note: For example, if 'latest date of bid submission' is in Jan 2017, then the 'performance' shall be assessed for a 6 months' period up to and inclusive of Oct 2016 (i.e. from May 2016 to Oct 2016), for all the unit wise identified packages (refer Table -1))

- i). Calculation of Overall 'Performance Rating' for 'Similar Package/Packages' for the tendered scope under execution at Power Sector Regions for the 'Period of Assessment':

This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for all the similar Package/packages', divided by the total number of Package months for which evaluation should have been done, as per procedure below:

- $P_1, P_2, P_3, P_4, P_5, \dots, P_N$ etc. be the packages (under execution/ executed during the 'Period of Assessment' in all Regions of BHEL) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced. Total number of similar packages for all Regions = P_T (i.e. $P_T = P_1 + P_2 + P_3 + P_4 + \dots + P_N$)
- Number of Months ' T_1 ' for which 'Monthly Performance Evaluation' as per relevant formats, should have been done in the 'Period of Assessment' for the corresponding similar package P_1 . Similarly T_2 for package P_2 , T_3 for package P_3 , etc. for the tendered scope. Now calculate cumulative total months ' T_T ' for total similar Packages ' P_T ' for all Regions (i.e. $T_T = T_1 + T_2 + T_3 + T_4 + \dots + T_N$)
- Sum ' S_1 ' of 'Monthly Performance Evaluation' Scores ($S_{1-1}, S_{1-2}, S_{1-3}, S_{1-4}, S_{1-5}, \dots, S_{1-T_1}$) for similar package P_1 , for the 'period of assessment' ' T_1 ' (i.e. $S_1 = S_{1-1} + S_{1-2} + S_{1-3} + S_{1-4} + S_{1-5} + \dots + S_{1-T_1}$). Similarly, S_2 for package P_2 for period T_2 , S_3 for package P_3 for period T_3 etc. for the tendered scope for all Regions. Now calculate cumulative sum ' S_T ' of 'Monthly Performance Evaluation' Scores for total similar Packages ' P_T ' for all Regions (i.e. ' $S_T = S_1 + S_2 + S_3 + S_4 + S_5 + \dots + S_N$ ')
- Overall Performance Rating ' R_{BHEL} ' for the Similar Package/Packages** (under execution/ executed during the 'Period of Assessment') in all the Power Sector Regions of BHEL

$$\begin{aligned}
 & \text{Aggregate of Performance scores for all similar packages in all the Regions} \\
 & = \frac{\text{Aggregate of months for each of the similar packages for which performance}}{\text{should have been evaluated in all the Regions}} \\
 & = \frac{S_T}{T_T}
 \end{aligned}$$

- Bidders to note that the risk of non-evaluation or non-availability of the 'Monthly Performance Evaluation' reports as per relevant formats is to be borne by the Bidder.
- Table showing methodology for calculating 'a', 'b' and 'c' above

Sl. No.	Item Description	Details for all Regions								Total
		(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)	
1	Similar Packages for all Regions → (under execution/ executed during period of assessment)	P_1	P_2	P_3	P_4	P_5	...	P_N	Total No. of similar packages for all Regions = P_T i.e. Sum (Σ) of columns (iii) to (ix)	
2	Number of Months for which 'Monthly Performance Evaluation' as per relevant formats should have been done in the 'period of assessment' for corresponding Similar Packages (as in row 1)	T_1	T_2	T_3	T_4	T_5	...	T_N	Sum (Σ) of columns (iii) to (ix) $= T_T$	

Sl. No.	Item Description	Details for all Regions								Total
		(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)	
3	Monthly performance scores for the corresponding period (as in Row 2)	$S_{1-1}, S_{1-2}, S_{1-3}, S_{1-4}, \dots, S_{1-T1}$	$S_{2-1}, S_{2-2}, S_{2-3}, S_{2-4}, \dots, S_{2-T2}$	$S_{3-1}, S_{3-2}, S_{3-3}, S_{3-4}, \dots, S_{3-T3}$	$S_{4-1}, S_{4-2}, S_{4-3}, S_{4-4}, \dots, S_{4-T4}$	$S_{5-1}, S_{5-2}, S_{5-3}, S_{5-4}, \dots, S_{5-T5}$..	$S_{N-1}, S_{N-2}, S_{N-3}, S_{N-4}, \dots, S_{N-TN}$	-----	
4	Sum of Monthly Performance scores of the corresponding Package for the corresponding period (as in row-3)	S_1	S_2	S_3	S_4	S_5	...	S_N	Sum (Σ) of columns (iii) to (ix) = S_T	

ii). Calculation of Overall 'Performance Rating' (R_{BHEL}) in case at least 6 evaluation scores for 'similar Package/Packages' for the tendered scope ARE NOT AVAILABLE, during the 'Period of Assessment':

This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for ALL the packages, divided by the total number of Package months for which evaluation should have been done. ' R_{BHEL} ' shall be calculated subject to availability of 'performance scores' for at least 6 'package months' in the order of precedence below:

- 'Period of Assessment' i.e. 6 months preceding and including the cut-off month
- 12 months preceding and including the cut-off month
- 24 months preceding and including the cut-off month

In case, R_{BHEL} cannot be calculated as above, then Bidder shall be treated as 'NEW VENDOR'. Further eligibility and qualification of this bidder shall be as per definition of 'NEW VENDOR' described in 'Explanatory Notes'.

iii). Factor "L" assigned based on Overall Performance Rating (R_{BHEL}) at Power Sector Regions:

Sl. no.	Overall Performance Rating (R_{BHEL})	Corresponding value of 'L'
1	=60	NA
2	> 60 and \leq 65	0.4
3	> 65 and \leq 70	0.35
4	> 70 and \leq 75	0.25
5	> 75 and $<$ 80	0.2
6	\geq 80	NA

III. 'Assessment of Capacity of Bidder':

'Assessment of Capacity of Bidder' is based on the Maximum number of packages for which a vendor is eligible, considering the performance scores of similar packages, as below:

Max number of packages $P_{Max} = (R_{BHEL} - 60)$ divided by corresponding value of 'L', i.e. $(R_{BHEL} - 60)/L$

Note:

- In case the value of P_{Max} results in a fraction, the value of P_{Max} is to be rounded off to next whole number
- For $R_{BHEL} = 60$, $P_{Max} = 1$
- For $R_{BHEL} \geq 80$, there will be no upper limit on P_{Max}

The Bidder shall be considered 'Qualified' as per 'Assessment of Capacity of Bidder' for the subject Tender if $P \leq P_{Max}$
(Where P is calculated as per clause 'I' above)

Note: For the transition period of 1 year (i.e. for all the NITs floated between 11th May 2019 to 10th May 2020), in addition to above, 'Assessment of Capacity of Bidder' shall also be calculated considering 'performance scores' till 36 months as per Sl. no II ii).

Higher of the results obtained out of both shall be considered for 'Assessment of Capacity of Bidder'.

IV. **Explanatory note:**

i). Similar package means Boiler or ESP or Piping or Turbine or Civil or Structure or Electrical or C&I etc. at the individual level irrespective of rating of Plant and irrespective of whether the subject tender is a single package or as part of combined/composite packages. Normally Boiler, ESP, Piping, Turbine, Electrical, C&I, Civil, Structure etc. is considered individual level of package. For example, in case the tendered scope is a Boiler Vertical Package comprising of Boiler, ESP and Power Cycle Piping (i.e. the 'identified packages as per Table-1 below), the 'PERFORMANCE' part against sl.no. II above, needs to be evaluated considering all the identified packages (i.e. Boiler, ESP and Power Cycle Piping) and finally the Bidder's capacity to execute the tendered scope is assessed in line with III above.

ii). Identified Packages (Unit wise)

Table-1

Civil	Electrical and C&I	Mechanical
i). Enabling works ii). Pile and Pile Caps iii). Civil Works including foundations iv). Structural Steel Fabrication & Erection v). Chimney vi). Cooling Tower vii). Others (Civil)	i). Electrical ii). C&I iii). Others (Elect. and C&I)	i). Boiler & Aux (All types including CW Piping if applicable) ii). Power Cycle Piping/Critical Piping iii). ESP iv). LP Piping v). Steam Turbine Generator set & Aux vi). Gas Turbine Generator set & Aux vii). Hydro Turbine Generator set & Aux viii). Turbo Blower (including Steam Turbine) ix). Material Management x). Others (Mechanical)

iii). Bidders who have not been evaluated for at least six package months in the last 24 months preceding and including the Cut-off month in the online BHEL system for contractor performance evaluation in BHEL PS Regions, shall be considered "NEW VENDOR".

A 'NEW VENDOR' shall be considered qualified subject to satisfying all other tender conditions.

A 'NEW VENDOR' if awarded a job (of package/packages identified under this clause) shall be tagged as "FIRST TIMER" on the date of first LOI/LOA from BHEL.

The "FIRST TIMER" tag shall remain till completion of all the contracts against which vendors has been tagged as First Timer or availability of 6 evaluation scores within last 24 months preceding and including the cut-off month in the online BHEL system for contractor performance evaluation in BHEL PS Regions.

A Bidder shall not be eligible for the next job as long as the Bidder is tagged as "FIRST TIMER" excepting for the Tenders which have been opened on or before the date of the bidder being tagged as 'FIRST TIMER'.

After removal of 'FIRST TIMER' tag, the Bidder shall be considered 'QUALIFIED' for the future tenders subject to satisfying all other tender conditions including 'Assessment of Capacity of Bidders'.

iv). Consequent upon applying the criteria of 'Assessment of Capacity of Bidders' detailed above on all the bidders qualified against Technical and Financial Qualification criteria, if the number of qualified bidders reduces to less than four, then for further processing of the Tender, BHEL at its discretion reserves the right to also consider the bidders who are "not qualified" as per criteria of 'Assessment of Capacity of Bidders' and for this, procedure described in following three options shall be followed:

a) All the bidders having Overall Performance Rating ('R_{BHEL}') ≥ 60 shall be considered qualified against criteria of 'Assessment of Capacity of Bidders'.

- b) If even after using option "a", the number of qualified bidders remains less than four, then in addition to bidders considered as per option "a", "First timer" bidders having average of available performance scores ≥ 60 upto and including the Cut Off month shall also be considered qualified against criteria of 'Assessment of Capacity of Bidders'.
- c) If even after using option "a" and "b", the number of qualified bidders remains less than four, then in addition to bidders considered as per option "a" and "b", "First timer" bidders for whom no performance score is available in the system upto and including the Cut Off month, shall also be considered qualified against criteria of 'Assessment of Capacity of Bidders'.

Note:- In case, the number of bidders qualified against Technical and Financial Qualification criteria itself is less than four, then all bidders (a)- having Overall Performance Rating ('R_{BHEL}') ≥ 60 , (b)- First timer" bidders having average of available performance scores ≥ 60 upto and including the Cut Off month, (c)- "First timer" bidders for whom no performance score is available in the system upto and including the Cut Off month, shall be considered qualified against criteria of 'Assessment of Capacity of Bidders' for further processing of tender.

- v). 'Under execution' shall mean works in progress as per the following:
 - a. Up to execution of 90% of anticipated Contract Value in case of Civil, MM, Structural and Turbo Blower Packages
 - b. Up to Steam Blowing in case of Boiler/ESP/Piping Packages
 - c. Up to Synchronization in all Balance Packages

Note: BHEL at its discretion can extend (or reduce in exceptional cases in line with Contract conditions) the period defined against (a), (b) and (c) above, depending upon the balance scope of work to be completed.

- vi). Contractor shall provide the latest contact details i.e. mail-ID and Correspondence Address to SCT Department, so that same can be entered in the Contractor Performance Evaluation System, and in case of any change/discrepancy same shall be informed immediately. Login Details for viewing scores in Contractor Performance Evaluation System shall be provided to the Contractor by SCT Department.
- vii). Performance Evaluation for Activity Month shall be completed in Evaluation Month (i.e. month next to Activity Month) or in rare cases in Post Evaluation Month (i.e. month next to Evaluation Month) after approval from Competent Authority. In case scores are not acceptable, Contractor can submit Review Request to GM Site/ GM Project latest by 25th of Evaluation Month or 3 days after approval of score, whichever is later. However, acceptance/rejection of 'Review Request' solely depends on the discretion of GM Site/GM Project. After acceptance of Review Request, evaluation score shall be reviewed at site and the score after completion of review process shall be acceptable and binding on the contractor.
- viii). Project on Hold due to reasons not attributable to bidder -
 - a. **Short hold:** Evaluation shall not be applicable for this period, however Loading will be considered.
 - b. **Long hold:** Short hold for continuous six months and beyond or hold on account of Force Majeure shall be considered as Long Hold. Evaluation as well as Loading shall not be considered for this period.
- ix). Performance evaluation in CL 9 above is applicable to prime bidder and Consortium partner (or Technical tie up partner) for their respective scope of work.

10. Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
11. For any clarification on the tender document, the bidder may seek the same over e-procurement portal as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any

other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.

12. BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
13. In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/ submission of offer, else BHEL's interpretation shall prevail.
14. Unless specifically mentioned otherwise, bidder's quoted price shall be deemed to be in compliance with tender including PBD.
15. Not Applicable.
- 15a. Not Applicable.
16. The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
17. In case BHEL decides on a 'Public Opening', the date & time of opening of the PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
18. Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise
19. Reverse Auction (RA)- **Not Applicable**
20. On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
21. In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
22. The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
23. Consortium Criteria- **Not Applicable**
24. The bidder shall upload documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
25. The bidder may have to produce original document for verification if so decided by BHEL.
26. It may please be noted that guidelines/rules in respect of Suspension of Business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', milestone/ completion certificate, etc may undergo change from time

to time and the latest one shall be followed. The abridge version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on www.bhel.com on "supplier registration page".

27.0 The offers of the bidders who are on the banned/ hold list as also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold firms** is available on BHEL web site www.bhel.com

27.1 Integrity commitment, performance of the contract and punitive action thereof:

27.1.1 **Commitment by BHEL:**

BHEL commits to take all measures necessary to prevent corruption in connection with the tender Process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

27.1.2 **Commitment by Bidder/ Supplier/ Contractor:**

- (i) The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- (ii) The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- (iii) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the prices or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extent guidelines of the company available on www.bhel.com and / or under applicable legal provisions.

28.0 Not Applicable

29.0 The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

30.0 **PREFERENCE TO MAKE IN INDIA:**

For this procurement, Public Procurement (*Preference to Make in India*), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019 & 04.06.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.

31.0 In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

32.0 Order of Precedence

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid
- d. Technical Conditions of Contract (TCC)—Volume-1A
- e. Special Conditions of Contract (SCC) —Volume-1B
- f. General Conditions of Contract (GCC) —Volume-1C
- g. Forms and Procedures —Volume-1D

for BHARAT HEAVY ELECTRICALS LTD

(SCT)

Enclosure:-

- (i) Annexure-1: Pre Qualifying criteria.
- (ii) Annexure-2: Check List.
- (iii) Annexure-3: Feedback form
- (iv) Other Tender documents as per this NIT.

ANNEXURE - 1**PRE QUALIFYING REQUIREMENTS**

JOB	"HORTICULTURE (TREE PLANTATION) WORK AT 2X700 MW UNIT 7&8 OF NPCIL,RAPP KOTA ".
TENDER No	BHEL/NR/SCT/RAPP KOTA /HORTICULTURE/1197

SL NO.	Name and Description of qualifying criteria	BIDDERS CLAIM IN RESPECT OF FULFILLING THE PQR CRITERIA
A	Submission of Integrity Pact duly signed	Not Applicable
B	Assessment of Capacity of Bidder to execute the work as per sl. no. 9 of NIT	Applicable
C	<u>Technical</u>	Applicable
C-1	<u>Bidder who wish to participate should have:</u> Bidder should have executed similar work for any one of the following in the last seven years from latest date of bid submission: C-1.1 One (01) work of value not less than Rs. 170 Lakhs . OR C-1.2 Two (02) works each of value not less than Rs. 106 Lakhs OR C-1.3 Three (03) works each of value not less than Rs. 85 Lakhs .	
D	<u>FINANCIAL</u>	Applicable
D-1	<u>TURNOVER</u> Bidders must have achieved an average annual financial turnover (Audited) of Rs. 64 Lakhs or more over last three Financial Years (FY) i.e. (2016-2017, 2017- 2018, 2018-2019). Bidder shall submit audited accounts (balance sheets and profit & loss account) in support of this. In case audited financial statements have not been submitted for all the three years as indicated above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three If Financial Statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant.	Applicable
D-2	<u>NET WORTH</u> Net worth (only in case of companies) of the bidder should be positive. Note: Net worth shall be calculated based on the latest Audited Accounts, as furnished for 'D-1' above. Net worth = Paid up share capital + Reserves.	Applicable

D-3	<u>PROFIT</u> Bidder should have earned profit in any one of the three financial years as applicable in the last three financial years defined in 'D-1' above. PROFIT shall be PBT earned during any one year of last three financial years as in 'D-1' above	Applicable
D-4	Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation/ BIFR, which will render him ineligible for participation in this tender and shall submit undertaking to this effect.	Applicable
E	Approval of Customer	Not Applicable
F	Consortium Criteria	Not Applicable

Explanatory Notes for QR 'C':

- Completion date for achievement of the technical criteria should be in the last 7 years ending on the 'latest date of Bid Submission' of Tender irrespective of date of the start of work.
- For sl. no. 'C-1', 'Executed' means the bidder should have achieved this criteria, even if the total contract has not been completed or closed. Actual executed value shall be considered, irrespective of completion status of contract (s) under consideration
- The word '**Similar Works**' means Horticulture Work / Tree Plantation Work / Horticulture Maintenance Work.
- For evaluation of PQR, in case Bidder alone does not meet the pre-qualifying technical criteria C1 above, bidder may utilize the experience of its Parent/ Subsidiary Company along with its own experience, subject to following:
 - The parent company shall have a controlling stake of $\geq 50\%$ in the subsidiary company (as per Format-1).
 - The Parent Company/ Subsidiary Company of which experience is being utilized for bidding shall submit Security Deposit(SD) equivalent to 1% of the total contract value
 - The parent/ subsidiary company and bidder shall provide an undertaking that they are jointly or severally responsible for successful performance of the contract (as per Format-2).
- For criteria 'C' above Value of work is to be updated with indices for "All India Avg. Consumer Price index for industrial workers" and "Monthly Whole Sale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission as per following formula-

$$P = R + \left\{ 0.425 \times R \times \frac{(X_N - X_0)}{X_0} + 0.425 \times R \times \frac{(Y_N - Y_0)}{Y_0} \right\}$$

Where

P = Updated value of work

R = Value of executed work

XN = All India Avg. Consumer Price index for industrial workers for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016

shall be considered)..

X0 = All India Avg. Consumer Price index for industrial workers for last month of work execution

YN = Monthly Whole Sale Price Index for All Commodities for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

Y0 =Monthly Whole Sale Price Index for All Commodities for last month of work execution

BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

Certificate for relationship between Parent Company / Subsidiary Company and the bidder

To,

.....
.....

Dear Sir,

Sub: Bid for NIT No dated for "....." (name of the tender).

We hereby certify that M/s..... is Parent Company/ Subsidiary Company of M/s(the bidder) and details of equity holding of the Parent Company in Subsidiary Company as on(not earlier than seven days prior to the Bid Submission Date) are given as below:

Name of Parent Company	Name of Subsidiary Company	Percentage of Equity Holding of Parent Company in Subsidiary Company
.....

[Statutory Auditor's Signature]

(Signature of Statutory Auditor or practicing Company Secretary of the Bidder)

(Insert Name and Signature of Statutory Auditor or practicing Company Secretary of the Bidder)

Format-2

Undertaking from the Parent Company/ Subsidiary Company of the bidder*(On the Letter Head of Parent Company/ Subsidiary Company, as applicable)*

From,

Name:

Full Address:

Telephone No.:

E-mail address:

Fax/No.:

To,

.....
.....

Dear Sir,

We refer to the NIT No dated for " " (name of the Tender).

"We have carefully read and examined in detail the NIT/Tender Terms and Conditions, including in particular, Clause of the NIT/Tender, regarding submission of an Undertaking, as per the prescribed Format 1 of the NIT/ Tender.

We confirm that M/s.....(the Bidder) has been authorized by us to use our Technical capability for meeting the Technical Criteria as specified in Clause.....of the PQR of the NIT/Tender referred above.

We agree to submit the Security Deposit equivalent to 1% of the total contract value in addition to Security Deposit to be submitted by Bidder as per Clause.....of the NIT/Tender for fulfillment of all obligations in terms of provisions of the contract, in the event of(the Bidder) being selected as the Successful Bidder.

We confirm that we along with M/s.....(the bidder), are jointly or severally responsible for successful performance of the contract.

We confirm that our company shall not participate in the above tender as a 'Standalone Bidder' or as a 'Consortium bidder' and also shall not authorize any other bidder to use our Technical capability for the above tender.

All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the referred NIT/Tender.

Signature of Managing Director/Authorized signatory of Parent/ Subsidiary Company

ANNEXURE - 2**CHECK LIST**

NOTE: - Tenderers are required to fill in the following details and no column should be left blank

1	Name of the Tenderer		
2	Address of the Tenderer		
3	Type of the Firm/ Company		
(i)	In case of Individual Tenderer	His / her full name, address and place & nature of business shall be furnished along with the offer.	
(ii)	In case of Partnership Firm	The names of all the partners and their addresses, A copy of the partnership deed/instrument of partnership dully certified by the Notary Public shall be furnished along with the offer..	
(iii)	In case of Companies	a) Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished). b) Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.	
4.a	Details of Contact person for this Tender	Name : Mr/ Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4.b	Details of alternate Contact person for this Tender	Name : Mr/ Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
5	EMD DETAILS	Mode of payment: Demand Draft/ NEFT/ RTGS/ OTHER Details of Transaction:	
6	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
	DESCRIPTION		APPLICABILITY (BY BHEL)
7	Whether all pages of the Tender documents including annexures, appendices etc are read and understood		Applicable
8	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE – 1) is understood and filled with proper supporting documents referenced in the specified format		Applicable
9	Audited Balance Sheet and profit & Loss Account for the last three years		Applicable
10	Copy of PAN Card		Applicable
11	Copy of GST registration		Applicable

SL. NO.	DESCRIPTION	APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
12	Organization Chart of the tenderer's organization, including the names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.	Applicable/	YES / NO
13	Integrity Pact	Not Applicable	YES / NO
14	Offer forwarding letter / tender submission letter [Form No. F-01 (Rev 00)]	Applicable	YES / NO
15	Declaration by Authorised Signatory [Form No: F-02 (Rev 00)]	Applicable	YES / NO
16	Declaration by Authorised Signatory regarding Authenticity of submitted documents [Form No: F-02A (Rev 00)]	Applicable	YES / NO
17	No Deviation Certificate [Form No: F-03 (Rev 00)]	Applicable	YES / NO
18	Declaration confirming knowledge about Site Conditions [Form No: F-04 (Rev 00)]	Applicable	YES / NO
19	Declaration for relation in BHEL [Form No: F-05 (Rev 00)]	Applicable	YES / NO
20	Non-Disclosure Certificate [Form No: F-06 (Rev 00)]	Applicable	YES / NO
21	Bank Account Details for E-Payment [Form No: F-07 (Rev 00)]	Applicable	YES / NO
22	Format for seeking clarification [Form No: F-08 (Rev 00)]	Applicable	YES / NO
23	Capacity Evaluation of Bidder for current Tender [Form No: F-09 (Rev 00)]	Applicable	YES / NO
24	Power of Attorney for Submission of Tender/Signing Contract Agreement [Form No: F-25 (Rev 00)]	Applicable	YES / NO
25	Analysis of Unit rates [Form No: F-26 (Rev 00)]	Applicable	YES / NO
26	Tie Ups/Consortium Agreement are submitted as per format [Form No: F-22 (Rev 00)]	Not Applicable	YES / NO

NOTE : STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED **ABOVE APPLICABLE DOCUMENTS** ARE LIABLE TO BE SUMMARILY REJECTED.

DATE :

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

ANNEXURE – 3**Feedback Form: From where did you get information reg. this tender**

1	NEWSPAPER ADVERTISEMENT (NAME)	
2	BHEL WEBISTE (TENDER NOTIFICATION)	
3	CENTRAL PUBLIC PROCUREMENT PORTAL OF GOVERNMENT OF INDIA (CPP PORTAL)	
4	EMAIL COMMUNICATION FROM BHEL	
5	ANY OTHER SOURCE	

TECHNICAL CONDITIONS
OF CONTRACT (TCC)
of
HORTICULTURE (TREE
PLANTATION) WORK at
2 X 700 MWe RAPP KOTA
SITE.

BHARAT HEAVY ELECTRICALS
LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC)

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter- I: PROJECT INFORMATION

CHAPTER- I PROJECT INFORMATION		
1.1	INTRODUCTION	
	Nuclear Power Corporation of India (NPCIL) intends to set up two (2) nos. of 700 MWe PHWR type Nuclear Power Plants (RAPP-7 and 8) at Rawatbhata near Kota, Rajasthan, India. The Rawatbhata site is situated on the bank of the Dam Maharana Pratap Sagar in Rawatbhata of Chittorgarh District of Rajasthan state. The site is accessible by road from Kota and is about 70 km from NH-12. Nearest railway station, Kota is about 70 km from Site. The nearest airport is at Jaipur which is about 250 km from site by road.	
1.2	SITE INFORMATION	
1.2.1	Name of the Owner	Nuclear Power Corporation of India Limited (NPCIL)
1.2.2	Project Title	2 x 700 MWe Rajasthan Atomic Power Projects Unit-7 & 8
1.2.2	Address	Rajasthan Atomic Power Project – 7 & 8, Plant Site, P. O. Anushakti, Vill: Kota, Rajasthan – 323303.
1.2.3	New Installation	2 x 700 MWe
1.2.4	Nearest Railway station	Kota Railway Station (Western Railway) - 70 Km
1.2.5	Nearest Road	13 Km from Town of Rawatbhata
1.2.6	Nearest City	Kota
1.2.7	Nearest Airport	Jaipur Airport (Approx 250 Km from Rawatbhata)
1.2.8	Highest Temperature	Maximum dry bulb temperature with corresponding Relative Humidity (RH):+48.7 deg C, 96%
1.2.9	Lowest Temperature	Minimum dry bulb temperature with corresponding Relative Humidity (RH): +6.7 deg C, 33%
1.2.10	Elevation	354.77 metres from MSL
	<u>Note: -</u>	
	The bidder is advised to visit and examine the site of works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for quoting to the bid and entering into the CONTRACT. All costs for and associated with site visits shall be borne by the bidder.	

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: SCOPE OF WORK

CHAPTER- II SCOPE OF WORK			
2.0	GENERAL SCOPE OF WORK		
2.1	The tender specification covers the Supply, Planting and Maintenance of Plants (including supply, transportation, loading / unloading, mixing, spreading / filling of good earth and manure, watering, watch & ward etc.) to keep all the plants in proper condition and handing over after contract period. Work under this tender includes supply of all materials (i.e. good earth, manure, plants etc.), labour, consumables, T&P, water, transportation etc.		
2.2	The types of Plants and their quantities are as mentioned below:-		
	<u>Type of Tree</u>	<u>Height of new Plant</u>	<u>No.s</u>
2.2.1	Shisham	2 Feet	4000
2.2.2	Gulmohar	2 Feet	4000
2.2.3	Karanj	2 Feet	4000
2.2.4	Amaltas/ Bargad	2 Feet	4000
2.2.5	Peepal	2 Feet	3000
2.2.6	Neem	2 Feet	2700
	Total		21700
	The quantities mentioned above are tentative only and may vary during execution as per instructions by Engineer-in-Charge.		
2.3	The Contractor will be provided with excavated pits of approx. 1 meter depth for plantation. Contractor's scope includes the Supply, Planting and Maintenance of Plants including supply, transportation, loading / unloading, mixing, and spreading / filling of good earth and manure; watering, providing tools and T&P required for the execution of work, maintenance of plants including plowing, watering, weeding, watch & ward of		

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: SCOPE OF WORK

	the plants for total contract period. The plot area is approx. 5, 50,000 Sqm
2.4	<p>The Bidder must understand clearly that the rates quoted are for complete work and includes all cost of materials, plants and other basic requirements like staking, safety requirement of the planting materials, costs due to labor, tools & tackles, supervision, services of all types like use of electricity, watering, transport of water and planting materials, works, power royalties etc., including their procurement, transportation, storage and wastage etc. No claim for additional payments beyond the prices or rates quoted in BOQ cum Rate Schedule will be entertained.</p> <p>Deployment of skilled / unskilled manpower, engineers/supervisors, T&Ps, Material handling equipment, Testing instruments are all in the scope of the contractor.</p>
2.5	<p>The plants should be in good health and shall have achieved a minimum height of 2 Feet before plantation. Plants below 2 Feet height before plantation shall not be accepted.</p> <p>Supply and maintaining the sapling during the maintenance period are included in the scope. The requirement of individual species may however be varied by Owner as per site conditions.</p>
2.6	<p>Source of water: - Water can be drawn from permitted single point within the plant as provided by the BHEL/ NPCIL. Contractor shall pay for the charges of water</p> <p>Contractor has to arrange for source of water and watering arrangements within the quoted rates.</p> <p>Contractor should visit the site and shall get aware with the availability of water and plan for feasibility and measures for drawing water from the source. However, BHEL through its customer (NPCIL) shall help in arranging the permission from Irrigation Department. Setup and supply of electrical equipment, their foundations, placements, grouting, pump house construction, cabling, conduiting and maintenance of all the electrical systems shall be contractor's scope. Electricity for the Pump House shall be made available at a single source by BHEL through NPCIL/Customer on chargeable basis</p>

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: SCOPE OF WORK

	<p>at prevailing rates. Contractor shall have to follow all the safety and statutory guidelines of Customer (NPCIL), Electricity Department, Irrigation Department and AERB (Atomic Energy Regulatory Board) or other related departments. Contractor may have to install Energy Meter, make Earthing Pits, other electrical equipment protections etc. as per Customer (NPCIL) guidelines.</p> <p>Contractor may have to make his own arrangement through DG Sets or some other means for Electric Supply during breakdown period or if NPCIL is not able to provide the electricity due to any reason.</p>
2.7	<p>Good Earth & Farm Yard Manure: - Contractor should visit the site and shall get aware with the availability and source of Good Earth and Farm Yard Manure for the required quantities as per mentioned in the BOQ cum Rate Schedule. Royalty, loading / unloading, transportation, mixing in required proportions (Good Earth : Manure = 3:1) and filling the mixture of Good Earth and Farm Yard Manure in the excavated pits lies in contractor's scope. For Volumes measured Earth shall be reduced by 20% for payment and Manure shall be reduced by 8% for payment. No extra charges shall be paid other than rates mentioned in the BOQ cum Rate Schedule against this particular item.</p> <p>Measurement method for supply of earth & manure: CPWD Specifications for Horticulture and Land Scaping works, provide following provisions w.r.t. supply, Stacking and Measurement of Good Earth and Manure for Plantation Work:</p> <p>Good Earth:</p> <ul style="list-style-type: none">• The earth shall be stacked at site in stacks not less than 50 cm high and of volume not less than 3.0 cum.• Measurement: Length, breadth and height of stacks shall be measured correct to a cm. The volume of the stacks shall be reduced by 20% for voids before payment.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: SCOPE OF WORK

	<p>Farmyard Manure:</p> <ul style="list-style-type: none"> • It shall be transported to the site in lorries with efficient arrangement to prevent spilling en-route. It shall be stacked at site. Each stack shall not be less than 50 cm height and volume not less than 3 cum. • Measurements: Length, breadth and depth of stacks shall be measured correct to a cm. The volume of the stack shall be reduced by 8% for looseness in stacking and to arrive at the net quantity for payment.
2.8	<p>Maintenance: Maintenance of Plants includes plowing, weeding, watering and watch & ward of the plants for 30 Months including replacement of any dead or weak tree with healthy trees/plants of equivalent height.</p>
2.19	PLANT DEFINITION
2.9.1	<p>All plants shall be healthy, sound, vigorous, free from disease, insects, pests or their eggs, and shall have healthy, well developed root system. No Plants shall be accepted if branches are damaged or broken. Plants should be in minimum 6"-8" dia polybag, well rooted and established at the time of supply. All material shall be protected from sun and adverse weather until planted. Plants shall be free of defects and injuries. Plants shall not be pruned before planting. Barks shall be free from abrasion. All trees soon after planting shall be properly supported by stacking with bamboo/wooden sticks to ensure their safety against wind or for plant to stand upright.</p> <p>Supply and maintaining the Plants from the day of planting to the day of its handing over are included in the scope. The requirement of individual species may however be varied by BHEL / Customer as per site conditions.</p>
2.10	SOIL TYPE
2.10.1	<p>The Soil to be used as Top Soil (Good Soil/earth) for all plantation works shall be primarily imported fertile soil from agriculture fields. It shall be free of sub-soil, stones, earth clods, sticks, pests, insects/termites, weeds, roots or other objectionable extraneous matter or debris. It shall contain no toxic material. The Contractor shall take</p>

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: SCOPE OF WORK

	<p>all necessary precautions to prevent or eradicate any outbreak of disease or insect attack.</p>
2.11	REPLACEMENT OF PLANTS
2.11.1	<p>Those plants that are not healthy and not growing properly shall be replaced by the contractor at no extra cost to the BHEL/Customer.</p> <p>When the plants are to be replaced either for filling gaps or poor quality, then the contractor shall replace with plants of equal height , size and age of the plants in that area. For this purpose, extra numbers of plants of those used in the project will have to be maintained in the Nursery.</p> <p>Survival for all trees & plants shall be assured for the entire contract period. If any shortfall in survival rate occurs in the trees & plants during this period, it shall be replaced with new plant of same age and height etc. within one week and shall be maintained. The contractor shall be responsible for any thefts of plants already planted. Plants removed by theft shall be the responsibility of the contractor.</p>
2.12	FLOODING OF PITS
2.12.1	Water shall be filled into the soil and soil shall be gently pressed down a day previous to planting to make sure that it may not further settle down after planting. If the soil settles down and there is need for filling of more soil then the mixture of Good Earth and Manure shall be refilled to proper surface level.
2.13	WATERING
2.13.1	After planting, all the plants are to be thoroughly watered using enough water to soak the ground all around the root ball. After the water has percolated away leaving the surface relatively dry the soil is to be lightly cultivated to give an even soil tilth. Adequate watering should be provided to each of the tree planted by contractor. The frequency and quantity may vary as per type of species and the weather season.

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	Frequency and quantity of watering shall be decided by contractor on practically seeing the condition of plants / soil & requirement for the watering. The contractor, wherever possible, may preferably propose for tanker / sprinkler / drip irrigation methods for watering purposes. No plants shall be allowed to wither or die due to lack of proper watering. Care shall be taken to avoid over flooding of water to soil which may lead to death of plants due to lack of availability of Oxygen to the roots of the plant.
2.14	FERTILIZING/ANTI-TERMITE
2.14.1	<p>Before / During Plantation: Each pit shall be filled with mixture of Good Earth and Farm Yard Manure (FYM) in the ratio of 3:1 (Good Earth: Manure = 3:1). Farm Yard Manure shall be mixed in equal / required proportions, screenings as per standard specifications. Required amount of Anti-termite chemicals shall be applied for protection of plants from termites / pests.</p> <p>During Maintenance: Each pit shall be treated with required quantities of Farm Yard Manure (FYM) and anti-termite chemical for good regular growth of plants / trees.</p>
2.15	PROTECTION / DEMARCATON OF PLANTED AREAS
2.15.1	The Contractor shall be responsible for protecting all planted areas. The contractor will be responsible and should take measures to protect the planted saplings from cattle, salt spray and high wind pressure. Demarcation of the BHEL plot from the other contractor's plots by temporary fencing or by other means also lies in Contractor's scope. No extra payment shall be made on this account.
2.16	SITE INSPECTION
2.16.1	The owner/employer or his authorised agents may inspect various stages of work during the currency of the contract awarded to him. The contractor shall make necessary arrangements for such inspection and carry out the rectification pointed out by the

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	owner / employer without any extra cost to the owner / employer / BHEL. No cost whatsoever for such duplication of inspection of work will be entertained.
2.16.2	<p>BHEL / Customer will have full power and authority to inspect the works at any time, either on the site or at the contractor's premises. The Contractor shall arrange every facility and assistance to carry out such inspection.</p> <p>BHEL / Customer (NPCIL) Engineer has the right for Random Inspection of the work at any point of time during the execution of the contract. During the inspection, if any part of work / material is found not satisfactory, contractor has to immediately replace the same. If any plant is found dead/unhealthy due to any reason, contractor shall have to replace the dead / unhealthy plants with the new plants of equivalent height/specifications as of healthy developed plants of same gestation periods within one (1) week.</p>
2.17	PROGRESS OF WORK
2.17.1	The Contractor shall submit report on the deployment details as well as work planned on daily / weekly / monthly basis to the Site-In-Charge in prescribed format. All instructions and activities shall be recorded as per the desired format. The BHEL Engineer In-Charge shall verify completed work as per the report. Contractor will be responsible for meeting deadlines for the completion of the job.
2.17.2	Contractor is required to draw mutually agreed Monthly execution programs in consultation with BHEL in advance. Contractor shall ensure achievement of agreed program and shall also timely arrange additional resources considered necessary at no extra cost to BHEL. Progress review meeting shall be held at site during which actual progress during the week / month vis-a-vis scheduled program shall be discussed for action to be taken for achieving targets. Necessary preventive and corrective actions shall be implemented by contractor in time bound manner.
2.18	SITE VISIT

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2.18.1	Bidder should visit site and acquire full knowledge & information about site conditions; source & availability of raw materials, water and electricity etc.; Rules & Regulations for entry of Manpower, Machinery & Material; HSE norms / precautions of Customer (NPCIL); all applicable Statutory & Regulatory Guidelines etc. before bidding / quoting for the work. The bidder must visit site at his own cost, to acquaint themselves with the conditions prevailing at site and in & around the plant premises, together with all statutory, obligatory, mandatory requirements of various authorities before submission of bid.
2.19	MAINTENANCE OF PLANTS
2.19.1	<p>Routine maintenance is required for the proper maintenance of the plants. Expected maintenance for the plants shall be as follows:-</p> <ul style="list-style-type: none"> a) Disease and insect control for plant material b) Weed control c) Fertilization d) Mowing and trimming e) Pruning f) Watering etc. <p>Maintaining the Plants from the day of planting to the day till completion of maintenance period or handing over, whichever is earlier, is included in the scope.</p>
2.20	The complete works shall be carried out as per BOQ cum Rate schedule . If any work covered in the scope of contract cannot be executed using items available in BOQ, additional / extra items shall be made and rates for such items shall be worked out as per GCC clause 2.15.7 . However contractor shall be bound to execute all the works under the scope of the contract and decision whether an extra item is applicable or not, shall be taken by BHEL Engineer, which shall be binding on the contractor.
2.21	In case the description / specifications as per BOQ are found to be incomplete, Indian Standard Codes (IS Codes) specifications shall be followed. Quantities mentioned in the BOQ cum Rate Schedules, are approximate only and liable for variation due to change of scope of work / variation in schedule of quantities, changes in design etc. The

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	tenderers shall undertake to execute actual quantities as per advice of BHEL Engineer and accordingly the final contract price shall be worked out on the basis of quantities actually executed at site and payments will also be regulated for the same. The quantities indicated against each item may vary to any extent and no compensation will be payable in variation of Individual quantity.
2.22	Any activity which is necessarily required for satisfactory execution of any item of BOQ in line with scope of work / technical specifications shall be deemed to be included in BOQ item even if it is not described in the item description and no extra payment shall be made against such activity.
2.23	ALSO INCLUDED IN THE SCOPE
2.23.1	Unless otherwise specified, the work to be provided by the contractor for the items mentioned in the “Bill of Quantities” shall include but not be limited to the following.
2.23.2	Furnishing all labour, materials, supervision, equipment, supplies, transport, fuel, electricity, water, transit and storage insurance and all other incidental items and temporary works not shown or specified but reasonably implied or necessary for the proper completion, maintenance and handing over the works, in accordance with the stipulations laid down in the contract documents and additional stipulations as may be provided by the BHEL engineer during the course of works.
2.23.3	Giving all notices, paying all fees, taxes etc., in accordance with the General Conditions of Contract, those are required for all works including temporary works.

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Sl. No.	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.1.0	<u>ESTABLISHMENT</u>			
3.1.1	<u>FOR CONSTRUCTION PURPOSE:</u>			REFER CLAUSE NO. 3.6
3.1.1.1	OPEN SPACE FOR OFFICE	YES		As and where made available by customer
3.1.1.2	OPEN SPACE FOR STORAGE	YES		M/s NPCIL.
3.1.1.3	CONSTRUCTION OF BIDDER'S OFFICE, CANTEEN AND STORAGE BUILDING INCLUDING SUPPLY OF MATERIALS AND OTHER SERVICES		YES	
3.1.1.4	BIDDER'S ALL OFFICE EQUIPMENT, OFFICE / STORE / CANTEEN CONSUMABLES		YES	
3.1.1.5	CANTEEN FACILITIES FOR THE BIDDER'S STAFF, SUPERVISORS ETC.		YES	
3.1.1.6	FIRE FIGHTING EQUIPMENT LIKE BUCKETS, EXTINGUISHERS ETC.		YES	
3.1.1.7	FENCING OF STORAGE AREA, OFFICE, CANTEEN ETC. OF THE BIDDER		YES	
3.1.2	<u>FOR LIVING PURPOSES OF THE BIDDER</u>			As per clause No. 3.6.3
3.1.2.1	OPEN SPACE		YES	
3.1.2.2	LIVING ACCOMMODATION		YES	
3.2.0	<u>ELECTRICITY</u>			

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Sl. No.	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.2.1	<u>ELECTRICITY FOR CONSTRUCTION PURPOSES</u>		YES	CHARGEABLE- (As per prevailing rate.)
3.2.1.1	SINGLE POINT SOURCE	YES		
3.2.1.2	FURTHER DISTRIBUTION FOR THE WORK TO BE DONE WHICH INCLUDE SUPPLY OF MATERIALS AND EXECUTION		YES	
3.2.2	<u>ELECTRICITY FOR THE OFFICE, STORES, CANTEEN ETC. OF THE BIDDER WHICH INCLUDE:</u>		YES	CHARGEABLE- (As per clause 3.7 ,3.8)
3.2.2.1	DISTRIBUTION FROM SINGLE POINT INCLUDING SUPPLY OF MATERIALS AND SERVICE		YES	
3.2.2.2	SUPPLY, INSTALLATION AND CONNECTION OF MATERIAL OF ENERGY METER INCLUDING OPERATION AND MAINTENANCE.		YES	
3.2.2.3	DUTIES AND DEPOSITS INCLUDING STATUTORY CLEARANCES FOR THE ABOVE		YES	
3.2.2.4	LIVING FACILITIES FOR OFFICE USE INCLUDING CHARGES		YES	Office space shall be provided to the contractor.
3.2.2.5	DEMOBILIZATION OF THE FACILITIES AFTER COMPLETION OF WORKS		YES	

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Sl. No.	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.2.3	<u>ELECTRICITY FOR LIVING ACCOMMODATION OF THE BIDDER'S STAFF, ENGINEERS, SUPERVISORS ETC ON THE ABOVE LINES.</u>		YES	Single point shall be provided to the contractor.
3.3.0	<u>WATER SUPPLY</u>			
3.3.1	<u>FOR PLANTATION PURPOSES:</u>			
3.3.1.1	MAKING THE WATER AVAILABLE AT SINGLE POINT		YES	CHARGEABLE- At Prevailing rates from Rana Pratap Sagar Dam / NPCIL source.
3.3.1.2	FURTHER DISTRIBUTION AS PER THE REQUIREMENT OF WORK INCLUDING SUPPLY OF MATERIALS AND EXECUTION		YES	
3.3.2	<u>WATER SUPPLY FOR BIDDER'S OFFICE, STORES, CANTEEN ETC.</u>		YES	
3.3.2.1	MAKING THE WATER AVAILABLE AT SINGLE POINT		YES	Bidder has to arrange for safe drinking water for staff and labour at his own.
3.3.2.2	FURTHER DISTRIBUTION AS PER THE REQUIREMENT OF WORK INCLUDING SUPPLY OF MATERIALS AND EXECUTION		YES	
3.4.0	<u>LIGHTING</u>			

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Sl. No.	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.4.1	FOR PLANTATION WORK (SUPPLY OF ALL THE NECESSARY MATERIALS) 1. AT OFFICE STORAGE AREA 2. AT THE PLANTATION SITE / AREA		YES	
3.4.2	FOR PLANTATION WORK (EXECUTION OF THE LIGHTING WORK/ ARRANGEMENTS) 1. AT OFFICE STORAGE AREA 2. AT THE PLANTATION SITE / AREA		YES	
3.4.3	PROVIDING THE NECESSARY CONSUMABLES LIKE BULBS, SWITCHES, ETC. DURING THE COURSE OF WORK		YES	
3.4.4	LIGHTING FOR THE LIVING PURPOSES OF THE BIDDER AT THE COLONY / QUARTERS		NA	
3.5.0	<u>COMMUNICATION FACILITIES FOR SITE</u> <u>OPERATIONS OF THE BIDDER</u>		YES	
3.5.1	TELEPHONE, FAX, INTERNET, INTRANET, E-MAIL ETC.		YES	
NOTE:	1. The area allotted at site shall be used for storage of good earth, manure, plants (Nursery). Mixing of earth and manure shall be completed in that area only.			

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3.6	Land and Site Mobilization
3.6.1	In respect of any land allotted to the Contractor for purposes of or in connection with the Contract as provided herein below, the Contractor shall be a licensee subject to the following and such other terms and conditions as may be imposed by licensor/Engineer-in-charge:
3.6.1.1	That contractor shall pay a nominal license fee of Rs.5/Hectare for plant site and Rs.200/Hectare for colony per year/ part of a year for use and occupation, in respect of each and every separate area of land allotted to him.
3.6.1.2	That such use or occupation shall not confer any right of tenancy of the Land to the Contractor.
3.6.1.3	That the Contractor shall be liable to vacate the land on demand by the Engineer-in-charge. The issue of vacation of land and the time period permitted for it shall be mutually discussed and agreed upon by both Purchaser and Contractor provided such vacation does not affect the performance of the Contract by the Contractor.
3.6.1.4	That the Contractor shall have no right to any construction over this land without the written permission of the Engineer-in-charge. In case, he is allowed to construct any structure he shall have to demolish and clear the same before handing over the completed work unless agreed to the contrary.
3.6.1.5	On completion of work, the Contractor shall handover the land duly cleaned (made vacant after demolition of any establishment, leveling and clearing of debris) to the Purchaser. Until and unless the Contractor has handed over the vacant land allotted to him for the above purposes, the payment of his final bill shall not be made.
3.6.2	Land for Contractor's Office, Stores, workshop at site etc. :
3.6.2.1	The Engineer-in-charge shall, at his discretion and for the duration of the Contract, make available land at Site, for construction of Contractor's field office, workshop, stores, open storage, fabrication and assembly space, magazine for explosives in isolated locations, etc. required for execution of the Contract. Levelling and dressing of site, any construction of temporary roads, offices, workshops etc. as per plan approved by the Engineer-in-charge shall be done by the Contractor at his own cost.
3.6.3	Land for Contractor's Colony

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3.6.3.1	Land will be given as available, by the Engineer-in-charge for the Contractor's colony. The Contractor may indicate the requirement of land for the colony along with his tender. Land will be made available for the period of Contract. The Contractor shall make his own arrangement for water supply, electric supply, sanitation, access road and general cleanliness, of his colony. All these amenities shall be got approved by the Engineer-in-charge prior to construction of the camp.
3.6.3.2	The Contractor shall not permit any of his employees to maintain any temporary or permanent living quarters within the project Site premises. No areas inside the Plant and residential area of Purchaser's personnel shall be used as labour colony.
3.6.4	Possession of Site
3.6.4.1	The Contractor shall be permitted to enter on (other than for inspection purposes) or take possession of the site only when instructed to do so by the Engineer-in-Charge in writing. The portion of the Site to be occupied by the Contractor shall be defined and /or marked on the Site Plan, failing which these shall be indicated by the Engineer-in-Charge at site and the Contractor shall on no account be allowed to extend his operations beyond these areas. The Contractor shall provide, if necessary or if required on the Site, all temporary access thereto and shall alter, adapt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and as and when ordered by the Engineer-in-Charge and make good all damage done to the Site.
3.7	Electricity
3.7.1	Construction Power Supply shall be made available on chargeable basis to the contractor of this work scope. All power use by the contractor for construction purpose and for office, store etc. shall be on chargeable basis only. The contractor shall install energy meters for metering their actual use of construction power. The Construction Power requirements shall be provided to contractor on chargeable basis at the prevailing rates of NPCIL (customer). Electricity rate is subject to revision from time to time and subject to minimum chargeable unit@30 kWh per BHP connected load or maximum demand per month whichever is higher. Recovery towards power, utilized by the contractor shall be made from running account bills.
3.7.2	Construction Power Supply will be from NPCIL substation and will be made available to the Contractor at a nominal system voltage of 415 volts 3 phase 4 wire 50 cycles.

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3.7.3	Construction Power Supply to the contractor will be made available subject to the following terms and conditions and other guidelines laid down by NPCIL:
3.7.3.1	This power supply shall not be used for any unauthorized purposes.
3.7.3.2	The power will be supplied at 01 point for the said contract at 415V 3 Phase 50 cycles or 230 V single phase 50 cycles as the case may be. The contractor shall install his own switch controls, cables etc. of adequate capacity of suitable type complying with all relevant regulations to receive control and distribute the power involved. The exact location and further details about the supply point will be decided by BHEL/NPCIL whose decision in the matter will be final and binding.
3.7.3.3	The Purchaser shall meter the supply of power to the contractor at the point at which the supply is given. For this purpose, the energy meter will be installed by the contractor on their distribution panel. Contractor shall be required to install actual Maximum Demand Meter on the incoming panel to ensure that demand does not exceed the demand requested by the Contractor and Minimum BHP calculation shall be done on Maximum Demand Meter reading. If any dispute on accuracy of meter, the meter in dispute will be checked in the standard laboratory of the State Government and the meter will be replaced if required. The fees levied by the Standard laboratory for testing the meter shall be charged to the contractor. The Engineer may at his discretion replace any meter installed at the cost of contractor, if found defective/faulty. It would be the contractor's responsibility to ensure the safety of the meter and to ensure protection so that the meter is not tampered with. In case, it is found that the meter has been tampered with, the supply will be disconnected and re-connection charges at State Electricity Board rates per BHP will be charged. In case the meter is found faulty, the charges will be recovered on the basis of average consumption for the preceding 6 months.
3.7.3.4	The contractor shall make his own arrangements for the distribution of power to all his works from the points of supply mentioned above.
3.7.3.5	It shall be the responsibility of the contractor to provide and maintain complete installation on the load side of the supply with due regard to safety requirements at site. All cabling and installations shall be subject to the approval of the NPCIL Engineer/ Safety Engineer and shall comply in all respects to the appropriate statutory requirements given in the following: - Indian Electricity Act, 1910 (as amended)

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	<ul style="list-style-type: none">- Electricity Supply Act, 1910 (as amended)- Indian Electricity Rules 1956 (as amended)- Latest State Electricity Board regulations <p>It is to be clearly understood that disturbance in power supply or non-availability of electricity shall not entitle the Contractor for any claim for compensation either in time or money. The Contractor is advised to make his own arrangements of diesel generators to meet his requirements of electrical power during interruption in power supply and keep electrically operated equipment to the minimum in view of uncertainty of 24 hours power supply. Temporary power supply as arranged by the contractor on his own shall be provided for the bonafide construction purposes limited to the extent required for the job.</p> <p>For this purpose, the contractor shall provide full specifications of the equipment and the layout drawings. Approval of the Engineer-in-charge does not absolve the contractor from complying with any or all other conditions laid down in this section.</p> <p>Contractor shall have to follow all the safety and statutory guidelines regarding electrical installation for construction and domestic supply as per Customer (NPCIL), Electricity Department, AERB (Atomic Energy Regulatory Board) and other related departments. Any decision of BHEL/NPCIL in this regard shall be final and binding on contractor.</p>
3.7.3.6	The power supply shall be subject to all such restrictions and regulations as are in existence now and as may be enforced by the BHEL/ Government/ State Electricity Board/NPCIL or by any other competent authority from time to time for which the contractor will not have any claim whatsoever.
3.7.3.7	The contractor shall maintain a power factor of not less than 0.9 by installing, if necessary at his own cost suitable corrective devices/capacitor banks etc. The contractor's failure in this regard within a period as stipulated by the Engineer-in-charge shall lead to penalty and may further lead to disconnection of Power Supply. The individual, single-phase loads shall be suitably connected so that the total load at the supply point balances as much as possible.
3.7.3.8	BHEL will not be liable for any loss or damage to the contractor's equipment as a result of variations in voltage or frequency or interruptions planned or unplanned in power supply. BHEL will also not be liable for any loss to the contractor arising from any interruption, failure or stoppage of works and any attendant delays consequent on such failure, interruption or stoppage of power supply or variation voltage or

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	frequency. The contractor shall install all safety devices for such purpose as deemed fit by him.
3.7.3.9	After completion of the works, the contractor shall at his own cost promptly dismantle the distribution and other facilities he may have erected.
3.8	Domestic Power Supply
3.8.1	<p>The power for contractors' colony shall be arranged by the contractor itself.</p> <p>Also, NPCIL may provide Domestic low tension power supply required for the contractor's colony at a single point, at a location as allotted by the Engineer at a nominal system voltage 415V 3 phase 4 wire 50Hz and 230V single phase 50Hz etc. In this case, the contractor shall make his own arrangements for distribution of power to the occupants of the colony. After completion of works, the contractor shall at his own cost, promptly dismantle the distribution and other facilities he may have erected. As the power for the labour camp/ contractor's colony will be supplied at one point and adequate lighting facilities such as flood lights, hand lights and area lighting will have to be arranged by the contractor at his own cost at contractor's colony/ labour camp.</p>
3.8.2	The charges for power supply to contractor's colony shall be recovered at the prevailing rate from the running account bills of the contractor.
3.8.3	The contractor while drawing construction/domestic power supply from Distribution Board should strictly adhere to following points.
3.8.3.1	All electrical installations should be as per Indian Electricity rules.
3.8.3.2	All distribution Boards installed by the contractor should be constructed with fireproof materials viz. Steel frames, Bakelite sheets etc.
3.8.3.3	Connection for single phase should be taken from phase and neutral. Nowhere the connection should be taken with earth as neutral.
3.8.3.4	All electrical connections should be made through connectors, nuts and bolts, switches, plug and sockets. Loose connections or hooking up of wires shall not be permitted.
3.8.3.5	Contractor has to make their own earthing arrangement for their equipment / DB earthing.

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3.8.3.6	All electrical equipment / tools and plants should be properly earthed. DBs to be earthed diagonally opposite at two points.
3.8.3.7	Contractor should use “MCCB” and “ELCB” either on incoming or outgoing connections to the DB’s.
3.8.3.8	Contractor should ensure that all the CBs / TPNs/ Fuses/ MCCB / ELCB cables etc. should be of adequate rating/ capacity.
3.8.3.9	<p>For permission of supply connections contractor has to submit a test report of their installations with a single line diagram of connected/ proposed loads.</p> <p>ELCB will be tested on a regular basis or as directed by BHEL by actually simulating the earth leakage for all installations and the same shall be recorded in the logbook to be maintained by the contractor.</p> <p>In case of power cuts / load shedding no compensation for idle labour or extension of time for completion of work will be given to contractor.</p>
3.9	Water
3.9.1	<p>Unfiltered Water Supply/Construction water</p> <p>The contractor shall make his own arrangements for water required for the work and labour camp and nothing extra will be paid for the same. This will be subject to the following conditions:</p>
3.9.1.2	The water used by the contractor shall be fit for construction purposes to the satisfaction of the Engineer –in –charge.
3.9.1.3	The Engineer in-charge shall make alternative arrangements for supply of water at the risk and cost of the contractor if the arrangements made by the contractor for arrangement of water are in the opinion of the Engineer –in – charge, unsatisfactory.
3.9.1.4	<p><u>Water Supply to Labour Camp</u></p> <p>The contractor shall make his own arrangement to receive, treat, test, pump and distribute the water required for the labour camp. He shall construct at his own cost storage tank(s) of adequate capacity to meet 4 days requirement. He shall also lay at his own cost the distribution lines and maintain the same during the currency of the contract.</p>

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3.9.1.5	The contractor shall ensure availability of potable quality of water required for all his requirements at all times at site and in labour accommodation. In case, it is arranged from Customer, the charges levied by the customer has to be borne by the contractor.
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Chapter- IV: T&Ps AND MMEs TO BE DEPLOYED BY CONTRACTOR

TOOLS & PLANTS		
List of T&P and instruments that will be made available by contractor		
SI. No.	EQUIPMENT	QTY
1	JCB/ EXCAVATOR/ DOZER	AS PER WORK REQUIREMENT
2	WATER TANKER	AS PER WORK REQUIREMENT
3	TRUCKS/LORRIES/TRACTORS/DUMPERS	AS PER WORK REQUIREMENT
Note :	<p>1. The above list is only indicative and these T&Ps may not be required for entire contract period but contractor will ensure that these T & Ps are provided as per need. Contractor will assess actual quantity and period of requirement based on his experience. Contractor has to mobilize / maintain adequate numbers of equipment for meeting the work schedule and intermediate milestones as notified by BHEL Engineer.</p> <p>2. Other terms and conditions regarding T&Ps / MMEs please also refer clause for T&Ps & MMEs in SCC.</p> <p>3. All the tools and plants required for this scope of work are to be arranged by the contractor within the quoted rates. The list is suggestive in nature. Any additional T&Ps required to be arranged by the contractor.</p> <p>4. If work gets delayed due to non-availability of T&Ps, BHEL reserves the right to get the work done at the risk and cost of contractor without prejudice to rights of BHEL as in GCC.</p>	

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CHAPTER-V: T&Ps TO BE DEPLOYED BY BHEL ON SHARING BASIS

NO T&P SHALL BE PROVIDED BY BHEL

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Chapter- VI: TIME SCHEDULE

6.0	TIME SCHEDULE
6.1	INITIAL MOBILIZATION
6.1.1	After receipt of fax LOI, Contractor shall discuss with Project Manager / Construction Manager regarding initial mobilization. Contractor shall mobilize necessary resources within 2 weeks of issue of fax Letter of Intent (LOI) or as per the directive of Project Manager / Construction Manager. Such resources shall be progressively augmented to match the schedule of milestones as directed by BHEL Engineer-In-Charge.
6.2	START DATE / ZERO DATE The schedule date of start of work shall be the date after 2 weeks of issue of LOI; The Actual Date of Start of Contract Period (Zero Date) shall be date of handing over of site to contractor for work and shall be certified by the BHEL Engineer. "In case BHEL/Customer is not able to give the front for start of work within 6 months from the date of issue of LOI. The Contractor has the option to withdraw without any implication on either side".
6.3	CONTRACT PERIOD: Contract Period shall commence from the Zero date as mentioned above.
6.3.1	Total Contract Period for the contract is 36 Months and is spilt into following two different categories:- 1) Tree Plantation Period for supply of materials, establishment of facilities for work and plantation of plants is Six (6) Months from Zero date. 2) Maintenance Period for maintenance of the cultivated plants is Thirty (30) Months after initial period of Six (6) Months for Plantation / Development work.
6.4	MILESTONES
6.4.1	Various Milestones and maximum allowed time period for these from the Zero date are mentioned as below:-

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Chapter- VI: TIME SCHEDULE

	<p>Filling of pits with mixture of Good Earth and Manure = 4 Months</p> <p>Plantation of Plants in Pits = 2 Months</p> <p>Maintenance of Plants = 30 Months</p> <p>Maintenance Period may be extended by maximum of Six (6) Months with the same terms & conditions and same rates as agreed in BOQ cum Rate Schedule.</p>
6.5	In case due to reasons not attributable to the contractor, the work gets delayed and scheduled completion gets extended, time extension will be accordingly granted by BHEL.
6.6	The work under the scope of this contract is deemed to be completed in all respects, only when all the works are carried out as per satisfaction of BHEL Engineer-In-charge and completion of maintenance period. The decision of BHEL on completion date shall be final and binding on the contractor.
6.7	In order to meet above schedule in general, and any other intermediate targets set, to meet customer/ project schedule requirements, contractor shall arrange & augment all necessary resources from time to time on the instructions of BHEL.
6.8	CONSEQUENCE OF DELAY
	In case if time taken in completion of Initial Tree Plantation activity i.e. Tree Plantation Period, is more than designated time of Six (6) months (as mentioned above in clause 6.3.1), BHEL may impose LD on the contractor as per GCC.

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Chapter- VII: TERMS OF PAYMENT

7.0	TERMS OF PAYMENT
7.1	The 'Engineer' will certify regarding the actual work executed in the measurement books and bills, which shall be accepted by the contractor in the measurement book.
7.2	The format for billing shall be approved by BHEL before raising invoices.
7.3	The contractor on certification of the Engineer-in-charge at site is entitled for Ninety Five Percent (95%) payments of the certified bill value. Five Percent (5%) of executed contract value shall be retained as "Retention Amount" and shall be recovered at the rate of Five Percent (5%) from each Running Bill admitted. The refund of the Retention Amount shall be as per Clause 2.22.2 of GCC.
7.4	Payment Breakup is as follows:- The acceptance / completion of the work done / system against each BOQ item shall be certified by Engineer-in-charge and decision of Engineer-in-charge against acceptance / completion shall be final and binding on the contractor.
7.4.1	BOQ Item No. 1 to 3 Contractor shall submit the Running Account (RA) bills on monthly basis for these items. Ninety Five Percent (95%) of RA Bill Value shall be paid after verification of the work done by the Engineer-in-charge. Volume of Pits shall be measured and the volume of Earth and Manure shall be paid accordingly. For Volumes measured in Pits, Earth shall be reduced by 20% for payment and Manure shall be reduced by 8% for payment. The discretion of the Engineer-in-charge for acceptance of work will be final and binding on the contractor.
7.4.2	BOQ Item No. 4 Ninety Five percent (95%) amount of BOQ Item Value shall be paid after plantation of plants. Ninety Five percent (95%) of the bill value against BOQ item no. 4 shall be paid after Plantation of plants. Plants shall be counted in totality at the end of Establishment Period (i.e. 6 months) and number of plants if found less, then Contractor has to fulfil the shortage and complete the number of plants which were found less and remaining payment shall be made only after getting the same verified by Engineer-in-Charge.
7.4.3	BOQ Item No. 5

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	<p>For payment against maintenance of the plants, Contractor has to fulfil all the requirements for maintenance of the plants, even if those not mentioned in the TCC without any extra cost to BHEL. Contractor shall raise Running Account (RA) Bills on Quarterly basis for Maintenance of Plants and Ninety Five percent (95%) payment for Maintenance of Plants shall be made. Counting of plants shall be done by BHEL Engineer-in-charge in presence of contractor, on Quarterly (3 Months) basis before payment. Further in case if total number of plants found less than those required as per contract, then Contractor shall immediately replace the shortfall with new plants of equivalent height and complete the number of plants and get the same verified by BHEL Engineer-in-Charge. Payment made in the previous Quarter(s) for maintenance of plants shall be recovered for the number of plants found short, if the same are not replaced with healthy plants of equivalent heights, while counted at the end of each Quarter. Number of Plants at the end of Thirty (30) months of maintenance or at the time of Handing Over to customer/NPCIL, whichever is earlier, should be equal to as mentioned in the BOQ cum Rate Schedule or as directed by BHEL Engr I/C.</p>
7.5	Interest bearing recoverable advance : Not Applicable

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8.1.1	Price quoted should be inclusive of all applicable Taxes/charges but Excluding GST . The Contractor shall pay all other taxes, fees, royalty, commission etc. which may be levied on the contractor in executing the contract. In case BHEL is forced to pay any of such taxes, it shall be recovered from Contractor's bills or otherwise as deemed fit. GST Shall be payable extra as per following :
8.1.2	Contractor/Vendor has to issue invoice indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder. With the implementation of e way bill provisions, contractor shall comply with same as applicable.
8.1.3	Vendor has to submit GST compliant invoice within seven days from the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts. Special care should be taken in case of month end transactions.
8.1.4	GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Contractor : - <ol style="list-style-type: none">Supply of goods and/or services have been received by BHEL.Original Tax Invoice has been submitted to BHEL.Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the contractor.
8.1.5	TDS under GST law as applicable shall be deducted.
8.1.6	Contractor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of contractor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder
8.1.7	In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/altered/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Contractor's due payment.

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8.1.8	Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Contractor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Contactor.
8.1.9	The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract is limited to direct transactions between BHEL & its Contractor. BHEL is not responsible for any liability that may arise due to any transaction beyond the direct transaction between BHEL & its Contractor.
8.1.10	<p><u>Variation in Taxes & Duties:</u></p> <p>Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.</p> <p>In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its contactor only and within the contractual delivery period only.</p> <p>In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.</p>
8.1.11	<p><u>Modalities of Tax Incidence on BHEL:</u></p> <p>Where GST law permits more than one option or methodology for discharging liability of tax/ levy/ duty; the contractor shall approach BHEL before choosing any option to discharge his tax liability. BHEL shall have the right to direct the contractor to adopt the appropriate option considering the amount of tax liability on BHEL as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the contractor for discharging the obligation of BHEL in respect of the tax liability to the contractor.</p>
8.2	BUILDING & OTHER CONSTRUCTION WORKERS (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT, 1996 (BOCW Act) AND RULES OF 1998 READ WITH BUILDING & OTHER CONSTRUCTION WORKERS CESS Act, 1996 & CESS RULES, 1998.

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	In case any portion of work involves execution through building or construction workers, then compliance to the above titled Acts shall be ensured by the contractor and contractor shall obtain license and deposit the cess under the Act. In the circumstances it may be ensured as under:-
8.2.1	It shall be the sole responsibility of the contractor in the capacity of employer to forthwith (within a period of 15 days from the award of work) apply for a licence to the Competent Authority under the BOCW Act and obtain proper certificate thereof by specifying the scope of its work. It shall also be responsibility of the contractor to furnish a copy of such certificate of licence / permission to BHEL within a period of one month from the date of award of contract.
8.2.2	It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under these act and rules including that of payment / deposit of 1% cess on gross payment made for value of work involving building or construction workers engaged by the contractor within a period of one month from the receipt of payment.
8.2.3	It shall be the responsibility of the sub-contractor to furnish the receipts /challans towards deposit of the cess together with the number, name and other details of beneficiaries (building workers) engaged by the sub-contractor during the preceding month.
8.2.4	It shall be the absolute responsibility of the sub-contractor to make payment of all statutory payments & compensations to its workers including that is provided under the Workmen's Compensation Act, 1923.
8.2.5	The contractor shall, however ensure before deposit of any BOCW Cess, that customer is not depositing the same in order to avoid excess deposit of cess.
8.2.6	The contractor shall bear cost of BOCW cess either by way of deposit or through recovery by BHEL in case the same is deposited by the customer.
8.2.7	In case of failure in above mentioned compliances, BOCW Cess @ 1% as well as applicable penalty as specified in BOCW Act/Rules shall be deducted from the contractor.

Note:

1	The Gross amount is to be construed as cost of construction in line with the provisions of the BOCW of the BOCW Cess act and in case of compliance by customer by way of deduction at source in line with clause No 3(2) of the act an equitable adjustment to the relatable cost of construction attributable to the bidder shall be made in terms of clause no 8.2 of TCC
2	In case compliance by customer by way of deduction at source in line with clause no 3(2) is not resorted to, the compliance of BOCW Cess act shall be ensured by the bidder in line with the provisions of BOCW Cess act in terms of clause no 8.2.2b of TCC
3	The bidder may consider the cost of construction for levy of BOCW Cess inclusive of GST, however, due to whatsoever reason if the GST does not form the cost of construction for levy of aforesaid Cess an equitable adjustment thereof shall be made to the contract price.

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CHAPTER- IX	
9.1	EXECUTION OF WORK
9.1.1	The work shall be executed in a workman like manner and to the entire satisfaction of the BHEL Engineer-in-charge and as per technical specification issued with tender, IS codes specification, PWD specifications as applicable. In case of conflict, the decision of the BHEL Engineer-in-charge shall be final & binding.
9.2	UNCOVERING AND MAKING GOOD
9.2.1	The Contractor shall arrange for inspection by BHEL/NPCIL Engineer at any time for verification and shall reinstate and make good such part to the satisfaction of the Engineer-in-charge. All such expenses shall be borne by the Contractor.
9.3	NUISANCE
9.3.1	The Contractor shall not at any time do, cause or permit any nuisance on Site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of other properties near the Site and to the public generally.
9.4	PROTECTION OF WORKS
9.4.1	Plants designated by the Engineer-In-Charge shall be protected from damage during the course of the Works and earth level within 1 meter of each such tree shall not be charged. Where necessary, such trees shall be protected by providing temporary fencing.
9.4.2	The contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or as directed by the Engineer-in-charge from BHEL for the protection of the Works or for the safety and convenience of those employed on the Works or the public.
9.4.3	The contractor shall have total responsibility for protecting the plants till it is finally taken over by the BHEL. No claim will be entertained by the Engineer-in-charge for

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	any damage or loss to the plants and the contractor shall be responsible for the complete restoration of the damaged plants or replacement of damaged plants.
9.5	COMPLETION OF WORK
9.5.1	The works shall be completed to the entire satisfaction of the BHEL Engineer-in-charge and in accordance with the completion schedule as specified in the Contract, and all unused stores and materials, tools, plant, equipment, temporary buildings, site office, labour hutments and other things shall be removed and the site and work, cleared of rubbish and all waste materials shall be delivered up clean and tidy to the satisfaction of the BHEL Engineer-in-charge at the Contractor's expenses.
9.5.2	The BHEL Engineer shall certify to the contractor the date on which the work is completed & handed over. BHEL Engineer-In-charge decision in this regard shall be final and binding on the contractor.
9.6	DISCREPANCIES AND ADJUSTMENT OF ERRORS
9.6.1	In case of discrepancies between schedules of quantities, the specification and / or the drawings, the following order of preference shall be observed. <ol style="list-style-type: none">Description in schedule of quantities.Technical Conditions of Contract.Drawings.Technical Specifications.Special Conditions of Contract.General conditions of contract.
9.6.2	If there are varying or conflicting provisions made in any one document forming part of the contract, the BHEL Engineer-in-charge shall be the deciding authority with regard to the document.

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9.6.3	Any error in description, quantity in schedule of quantities or any omission therefrom shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to the drawings and specifications or from any of his obligations under the contract.
9.7	MATERIALS
9.7.1	The contractor shall, at his own expenses (Inclusive of Taxes), provide all materials required for the work.
9.7.2	All materials to be provided by the Contractor shall be of the best kind in conformity with the specifications laid down in the contract or as per relevant Indian standard and the Contractor shall, if requested by the BHEL Engineer, furnish proof to the satisfaction of BHEL Engineer that the materials so comply.
9.7.3	The Contractor shall, at his own expense and without delay, supply to the BHEL Engineer samples of materials proposed to be used in the works. The BHEL Engineer shall within seven days of supply of samples or within such further period as he may require will intimate to the Contractor in writing, whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the BHEL Engineer for his approval fresh samples complying with the specifications laid down in the Contract. Any delay in approval of samples (original or fresh ones) shall not make the contractor eligible for any compensation.
9.7.4	The BHEL Engineer shall have full powers for removal of any or all of the materials brought to site by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the BHEL Engineer shall be at liberty to have them removed by other means. The BHEL Engineer shall have full powers to procure other proper material to be substituted for rejected materials and in the event of the Contractor refusing to comply; he may cause the same to be supplied by other means. All costs, which may attend upon such removal and / or substitution, shall be borne by the Contractor.
9.7.5	The Contractor shall indemnify BHEL, its representatives or employees against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof

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	<p>included in the Contract. In the event of any claim being made or action being brought against BHEL or any agent, servant or employee of BHEL in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof, provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by BHEL but the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the Contractor only if the use was the result of any drawings / specifications issued after submission of the tender.</p>
9.7.6	<p>The BHEL Engineer shall be entitled to have tests carried out as specified in the Contract for any materials supplied by the Contractor other than those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Engineer may require for the purpose. If no tests are specified in the Contract, and such tests are required by the Engineer, the Contractor shall provide all facilities required for the purpose and the charges for these tests shall be borne by the Contractor only. The cost of materials consumed in tests shall be borne by the Contractor in all cases except when otherwise provided.</p>
9.7.7	<p>After acceptance of the Contract, if Contractor desires BHEL to supply any other materials, such material may be supplied by BHEL, if available, at rates to be fixed by the BHEL Engineer along with prevailing departmental charges (current rate of 30%). BHEL reserve the right not to issue any material. The non-issue of such material will not entitle the Contractor for any compensation whatsoever either in time or in cost.</p>
9.7.8	<p>Material required for the works, whether brought by the Contractor or supplied by BHEL, shall be stored by the Contractor only at places approved by the Engineer. Storage and safe custody of material shall be the responsibility of the contractor.</p>
9.7.9	<p>BHEL's officials concerned with the Contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the Site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured or at any place (s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.</p>
9.7.10	<p>All materials brought to the Site shall become and remain the property of BHEL</p>

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	<p>and shall not be removed off the Site without the prior written approval of the BHEL Engineer. But whenever the Works are finally completed and advance, if any, in respect of any such material is fully recovered, the Contractor shall at his own expense forthwith remove from the Site all surplus material originally supplied by him and upon such removal, the same shall re-vest in and become the property of the Contractor.</p>
9.8	<p>MODIFICATION/ DELETION OF GCC & SCC CLAUSES:</p> <ul style="list-style-type: none">I. Clause No. 4.1.4, 4.1.9 & 4.1.10 of SCC (Consumables & Other Items) shall not be applicable.II. Clause No. 4.2.2 of SCC (Obligations in respect of T&Ps and MMEs provided by BHEL) shall not be applicable.III. Chapter-6 of SCC (Material Handling, Storage and Preservation) shall not be applicable.IV. Clause No. 8.3.2, 8.3.3 and 8.3.4 of SCC (Statutory Inspection of Work) shall not be applicable.V. Annexure-IV: "Memo for imposition of penalty against non-compliances in Quality Area" shall not be applicable.VI. Following clauses of HSE Plan for Site Operation by Sub-contractor ("Document No. HSEP 14 Rev. 00"), shall not be applicable<ul style="list-style-type: none">a. 8.4.6: Provision for Canteen Facilityb. 8.4.8: Provision for Emergency Vehiclec. 8.4.10: Scrapyardd. 11.3.6: Chemical HandlingVII. Clause No. 2.12 of GCC (ORC) shall not be applicable.VIII. Clause No. 2.13 of GCC (Interest bearing recoverable advance) shall not be applicable.IX. Clause No. 2.17 of GCC (PVC) shall not be applicable.X. Clause No. 2.22 of GCC (Retention Amount) modified as: 2.22.2 Refund of retention Amount shall be as follows:

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	<p>i.) 100% retention amount along with 'Final Bill'.</p>
	<p>XI. Clause No. 2.24 of GCC (Performance Guarantee for Workmanship) shall not be applicable.</p>

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CHAPTER-X: SAFETY

10	Safety guidelines to be followed by contractor at site
10.1	General Note: The contractor shall comply with all provisions of "AERB Safety Guide for Works Contract" Document No. AERB/SG/IS-1 and other safety requirements as applicable to specific site. The Contractor shall meet statutory requirements as well as regulatory requirements applicable to the project, in general and NPCIL in particular, especially the requirements as per Factory Act-1914 (amended in 1987). Atomic Energy Factories Rule-1996 (AEFR-1996 or latest version applicable at the time of work execution), safety guidelines for Job Hazard Analysis (JHA) and AERB notifications on Industrial Fire & Safety. The copies of the same can be obtained from BHEL / NPCIL on request.
10.2	SAFETY GUIDELINES
10.2.1	The contractor shall ensure minimum first aid arrangements available at all times at site and other arrangements in collaboration with local health authorities.
10.2.2	The contractor shall provide and maintain all lights, fencing, guards, warning signs and caution board and similar items as required to ensuring safe working conditions at work site.
10.2.3	The contractor shall comply with the instructions given by departmental safety officer or his representative regarding safety precautions, protection measures and housekeeping etc.
10.2.4	The contractor shall comply with all provisions of AERB Safety Guide for Works Contract Document no. AERB/SG/IS-1 and other safety requirements as applicable to specific site, A copy of guide can be obtained from BHEL/NPCIL on request.
10.2.5	The contractor shall provide proper access and working platforms for all place of work as per laid down standards or as advised by BHEL Engineer in-charge or Head-IS&F.
10.2.6	The contractor shall ensure that all floor/ground openings in his work are guarded / barricaded during the course of work and at the end of each day's work.

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10.2.7	The contractor shall meet statutory requirements applicable to the project in general and NPCIL in particular especially the requirements as per Factory Act-1948 (amended in 1987), Atomic Energy factories rule-1996 (AEFR-1006 or latest version available at the time of work execution) safety guidelines for Job Hazard Analysis (JHA) & AERB notifications on Industrial & Fire safety. The copies of the same can be obtained from BHEL/NPCIL on request.
10.2.8	The contractor's safety professionals shall be aware about Acts, Rules connected with Industrial Safety and practices particularly applicable to the project and to threat effect. They have to undergo an assessment of the project within 15 days of their placement at the project at the cost of the contractor and then only he / she would be given permanent entry pass and considered in required strength of the safety professionals.
10.2.9	All PPE procured and provided to workers shall confirm to relevant Indian Standards and should be maintained in healthy condition by suitable storage, maintenance and inspection.
10.2.10	Contractor shall ensure safe movement of man and material as well as vehicles in site premises as per rules/regulations applicable at or issued by plant. In case of violation of the rules/regulation it will be recorded for regulation of payment. The decision of BHEL engineer with regards to the regulation of payment shall be final and binding.
10.3	SAFETY PLAN
10.3.1	Contractor at his cost shall perform following tasks for the job having high risk as identified by Department Safety Group:
10.3.1.1	Prepare Safe Working Procedures and ensure its implementation in field.
10.3.1.2	Carry out Job Hazard Analysis (JHA) and implement in field.
10.3.1.3	Based on JHA, the safe working procedures should be modified especially to include checklists as necessary checkpoints for job safety supervision.
10.3.1.4	Worker (s) must be trained based on safe working procedure and explained about DO's and DON'Ts prior to assigning him the job.
10.3.1.5	The workers must adhere to the safe working procedure for the job.
10.3.1.6	Contractor shall ensure that all Tools, Appliances, erecting equipments and their safe use by the contractor work force shall be meeting Indian Standards. The contractor must ensure that necessary authorization exist with workmen

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	<p>prior to their deployment on a particular appliance / tool / equipment. The workmen would be required to acquire additional authorization for crane operation, crane signaling, blasting operation, welding and cutting operation, electrical work etc. And then only workmen shall be deployed for such job. He shall maintain all record of tools and equipment for their healthiness and safe use with a copy to departmental safety group.</p>
10.4	Employees Safety & Workmen Compensation
10.4.1	Contractor shall be responsible for safety of all his employees during execution of the contract work. As per Workmen's Compensation Act, 1923 (Amended in 2000), the Contractor will ensure the payment of compensation to his employees in case of an accident as early as possible within the time frame permitted by the law of land.
10.5	Job Supervision at Site
10.5.1	The contractor must ensure adequate job supervision through educated, qualified and Experienced supervisors - at least one supervisor for each hazardous job activity to ensure safety during work execution. Similarly, there should be adequate on-site engineering support ensuring coverage of at least one experienced engineer for every ten supervisors and part thereof.
10.6	Training requirements
10.6.1	Contractor must build all necessary infrastructure for imparting induction safety training, mock-up trainings and job specific training at plant site at his cost. The required space will be provided free of cost by NPCIL. The Training matters will be guided by Head, IS&F and will be monitored by Training Superintendents. The training evaluation for its effectiveness, will be assessed by nominee of Training Superintendent, QA and/or Head IS&F. The contractor site-in-charge should arrange induction safety training of four hours duration to all workmen prior to engaging them to work and refresher training on monthly basis covering 20% of the workman in a month with 100% coverage within 6 months. This training should be given with necessary Audio, Visual, Posters aids and as per syllabus approved by NPCIL safety group, under the guidance of Training Superintendent or Head IS&F or his representative. The training should be in the language understandable to workmen. This training shall include mock trials of wearing of helmet, use of safety belt and it's hooking up to an independent lifeline etc. The safety-training instructor must

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	certify the workmen for having understood safety aspects and use of PPEs successfully in mock-up trial. To ensure proper understanding of safety instructions and safety training, the contractor shall employ literate (at least able to read safety instructions) workers only. In exceptional cases of not meeting literacy requirement the workers shall be imparted supplementary training.
10.6.2	The job supervisors and the engineers will have to undergo detailed safety training of at least three (3) days duration at the plant in safety supervision and accident prevention techniques. This training would be at the cost of the contractor and then only he/she would be given permanent entry pass to plant
10.6.3	Contractor must note that in case the industrial safety induction training as per 10.6.2 is not conducted within 3 days his workmen shall not get plant entry pass.
10.7	Requirements and specification of PPEs Tools and Tackles
10.7.1	Every contractor must keep adequate stock of ISI certified (or of relevant international standards) personal protective equipment (PPE), safe working tools and safe working appliances like platforms and access ladders, guard railing etc. and shall ensure these are used during the job for safe execution of the work. These PPE, Tools and Appliances must be inspected quarterly. Contractor on demand by BHEL authorities shall produce the record of such inspections.
10.7.2	All implements being used for height work like scaffold, access stairs/ladders, platform, railings etc. should be of ISI marked material meeting requirements of AEFR-1996 and should be certified by contractor safety professional prior to its safe use and to the effect that each implement should have display showing it can be safely used. If any workman is found using sub-standard or damaged PPE, tools & appliance, or any unsafe condition/practices is observed it will be recorded for regulation of payment. The decision of the BHEL Engineer-in-charge, in regards to the regulation of payment shall be final and binding.
10.8	Any penalties levied on BHEL by NPCIL, due to negligence in safety at site by contractor of this work scope, shall be recovered from the contractor's monthly RA bills, as per BHEL rules.

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CHAPTER-XI: ANNEXURE

Annexure-1: BOQ cum Rate Schedule

<p style="text-align: center;"><u>RATE SCHEDULE</u></p>		
<p>Tender No.-: BHEL/NR/SCT/RAPP KOTA /HORTICULTURE/1197</p>		
<p>Job-: "Supply, Planting and Maintenance of Plants (including supply, transportation, loading / unloading, mixing, spreading / filling of good earth and manure, watering, watch & ward etc.) to keep all the plants in proper condition and handing over after contract period. Work under this tender includes supply of all materials (i.e. good earth, manure, plants etc.), labour, consumables, T&P, water, transportation etc."</p>		
ITEM NUM	DESCRIPTION OF WORK	TOTAL VALUE 'X' IN INR (IN FIGURES AND WORDS)
1.0	<p>TOTAL LUMSUM PRICE FOR "Supply, Planting and Maintenance of Plants (including supply, transportation, loading / unloading, mixing, spreading / filling of good earth and manure, watering, watch & ward etc.) to keep all the plants in proper condition and handing over after contract period. Work under this tender includes supply of all materials (i.e. good earth, manure, plants etc.), labour, consumables, T&P, water, transportation etc."</p>	
<p>Notes:-</p> <ol style="list-style-type: none"> 1. The rates of individual item for the entire scope of work as define in BOQ shall be arrived as per Calculation defined in Annexure- 'I' 2. The derived item rate will remain firm through out the contract period. 		
Name :-		
Place :-		
Date:-		
Signature of the Bidder With Stamp		

Annexure-I BOQ CUM RATE SCHEDULE						
Name of Work: Horticulture (Tree Plantation) Work at 2x700 MW Unit 7 & 8 of NPCIL, RAPP KOTA,Site						
Item No.	Description of Item	Quantity	Unit	Factor (F)	RATE/ MT (Rupee)=factor(F)*X/100000 (Rounded off to zero place after decimal)	Amount (Rupee)=Rate*Quantity
[1]	[2]	[3]	[4]			
1	SUPPLY & STACKING GOOD EARTH AT SITE COMPLETE INCLUDING LOADING, UNLOADING & TRANSPORTATION.	16275	Cum	1.1905		
2	SUPPLY OF FARM YARD MANURE (ORGANIC) INCLUDING LOADING, UNLOADING, TRANSPORTATION & STAKING AT SITE.	5425	Cum	3.5716		
3	SPREADING/ FILLING OF MIXTURE OF GOOD EARTH AND MANURE IN THE RATIO OF 3:1 (GOOD EARTH: MANURE = 3:1) IN THE PITS.	21700	Cum	0.1191		
4	SUPPLYING AND PLANTATION OF HEALTHY PLANTS OF MINIMUM HEIGHT 2 FEET IN THE EXCAVATED PITS.					
Name of Plant						
a)	SHISHAM	4000	No.s	0.0248		
b)	GULMOHAR	4000	No.s	0.0248		
c)	KARANJ	4000	No.s	0.0248		
d)	AMALTAS	4000	No.s	0.0248		
f)	PEEPAL	3000	No.s	0.0248		
e)	NEEM	2700	No.s	0.0248		
5	MAINTENANCE OF PLANTS BY THE CONTRACTOR INCLUDING OF PITS/ BIDS, WATERING, PREPARATION OF THAVALA, HOEING, WEEDING ETC. & APPLICATION OF INSECTICIDES ETC. & SECURITY. IF THE PLANT DIE DURING MAINTENANCE CONTRACTOR HAS TO REPLACE SAME HEIGHT PLANT AT HIS OWN COST.	651000	Per Tree/Per Month	0.0893		
Total Amount (in Rs.) 'X'						

Notes:

1. The quantities and type of trees mentioned above are indicative and may vary during execution as per instructions by Engineer-in-charge.
2. Approval of BHEL Engineer is to be obtained before procurement of materials including plants. The type of plants mentioned if not available in the market or is not suiting the site conditions or the plant of any type is not mentioned in the above list equivalent type of plant may be supplied after the approval from BHEL Engineer.
3. Contractor shall fully understand description and Specifications of items mentioned in BOQ.
4. Conditional price bids with any deviation / clarification etc. are liable to be rejected. No cutting / erasing / over writing shall be done.
5. Quantities mentioned in rate schedules are approximate only and liable for variation on either side depending upon site / design requirement. The tentative contract value (CV) of entire scope of work shall be calculated as per finally quoted / accepted rates & the Quantities indicated in BOQ cum Rate Schedule .
6. Contractor's total quoted price as per rate schedule will be taken as tentative only. The contractor undertakes to execute actual quantities as per advice of BHEL Engineer and accordingly the final contract price shall be worked out on the basis of quantities actually executed at site and payments will also be regulated for the same.
7. In case of any mis-match in rate and amount on price discrepancy, the same will be dealt as per clause no. 1.4 of GCC.
8. Rates quoted shall be exclusive of taxes as per relevant clauses in Technical Conditions of Contract.