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# **TENDER SPECIFICATIONS**

**TENDER NO. BHEL/ NR/SCT/ ANPARA D/U 6/ CIVIL MAIN AND STR/ 685**

**FOR**

**Construction of all the Main Civil, Structural & Architectural works in main plant area and BOPs related to buildings and foundations including supply of all materials except those proposed to be supplied by BHEL for UNIT - 6 at Anpara-D Thermal Power Plant (PTPP) of 2 x 500 MW units (UNIT 6 &7 ) of UPRUVNL at Anpara , Sonebhadra , UP.**

## **PART I – TECHNICAL BID**



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



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

**Bharat Heavy Electricals Limited**  
(A Govt. Of India Undertaking)  
**Power Sector – Northren Region,**  
Plot No. 25 , Sector - 16A ,  
Distt. Gautam Budh Nagar, NOIDA – 201 301(INDIA)  
Phone: 0091-0120-2515476 / 2515464 / 2515479  
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**TENDER NO. BHEL/ NR/SCT/ ANPARA D/U 6/ CIVIL MAIN AND STR/ 685**

**IMPORTANT NOTE**

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

THIS TENDER SPECIFICATION ISSUED TO:

M/S-----

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## INDEX

SI. No.	CONTENTS	PAGE
1.	Tender Notice	04-08
2.	Tender Notice- Newspaper	09
3.	Procedure for submission of tender	10
4.	Project Synopsis	11
5.	General Conditions of Contract (GCC)	Separate File
6.	Section-III, Special Conditions of Contract (SCC)	12-45
7	Annexure-I, INDICATIVE LIST OF T&Ps BEING PROVIDED BY BHEL FOR USE OF CONTRACTOR FREE OF HIRE CHARGES ON SHARING BASIS	46
8	Annexure-II, INDICATIVE LIST OF T & P TO BE ARRANGED BY THE CONTRACTOR AT HIS OWN COST	47-48
9	Annexure-III, INDICATIVE LIST OF IMTEs TO BE ARRANGED BY THE CONTRACTOR AT HIS OWN COST	49
10	Annexure-VI, LIST OF DRAWINGS & SPECIFICATIONS. (Bidders are requested to purchase total tender specification from BHEL PSNR before submission of offer.	<b>50 (Hard copy to be collected.)</b>
11	Annexure-V, CERTIFICATE OF DECLARATION FOR CONFIRMING THE KNOWLEDGE OF SITE CONDITIONS	51
12	Annexure-VI, NON DISCLOSURE AGREEMENT	52
13	<b>Annexure-VII, FORMAT FOR E-PAYMENT DETAILS</b>	53
14	<b>Annexure-VIII, FORMAT OF UNDERTAKING</b>	54
15	<b>Annexure-IX, Format of BG for payment of Advance</b>	55-57
16	<b>Annexure – X, GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION(RA)</b>	58
17	<b>Annexure – XI, Format of Authorisation for Reverse Auction</b>	59
18	<b>Annexure – XII, Format of Integrity Pact (I P) with BHELL</b>	60-66



ISO 9001-2000, ISO 14001 and  
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## Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

Power Sector – Northren Region,

Plot No. 25 , Sector - 16A , Noida

Distt.Ghaziabad, NOIDA – 2 01301.INDIA

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### TENDER NOTICE

**Sealed tenders are invited from the contractors fulfilling qualifying requirements for the Construction of all the Main Civil, Structural & Architectural works in main plant area and BOPs related to buildings and foundations including supply of all materials except those proposed to be supplied by BHEL for UNIT - 6 at Anpara-D Thermal Power Plant of 2 x 500 MW units (UNIT 6 &7 ) of UPRUVNL at Anpara , Sonebhadra , UP.**

**TENDER NO. BHEL/ NR/SCT/ ANPARA D/U 6/ CIVIL MAIN AND STR/ 685**

#### QUALIFYING REQUIREMENTS (QR):

SL. NO.	CRITERIA
1.0	Tenderers should also have an average annual turnover of minimum of Rupees 2700 lacs based on the audited accounts of last three financial years (2006-07, 2007-08 & 2008-09). Bidders shall submit audited annual accounts (balance sheets and profit & loss account) in support of this
2.0	Bidder should have executed 'Civil' or 'Structural' or 'Civil & Structural' work in the construction of power / industrial / infrastructure projects during last 7 years, ending till due date of tender submission, value of which ( excluding value of supply of steel and cement ) shall be either of following . (Relevant document in support of above shall be submitted.)
2.1	1 work of value not less than Rs 60.0 crores .
	OR
2.2	2 Works Of Value Not Less Than Rs 37.5 Crores. Each.
	OR
2.3	3 Works Of Value Not Less Than Rs 30.0 Crores Each .

3.0	Bidder should have executed / executing following jobs for a unit of rating of 195 MW or above in thermal power station during last 7 years, ending on due date of submission of bid. (Relevant document in support of above shall be submitted.)
3.1	Civil work in main power house including T G Deck work.
3.2	Structural fabrication & erection work in Mill bay structures & Cylindrical Bunker.
NOTE	The term executing at sl. No. 3.0 shall mean i) For Sl. No. 3.1 above : A unit for which T G – deck work has been completed.  ii) For sl. No. 3.2 : A unit which has been coal fired.
4.0	Bidders should have executed, within the preceding seven (7) years period reckoned as on the date of bid opening, Power / Industrial / Infrastructure projects and should have achieved the following progress. (Relevant document in support of above shall be submitted.)
4.1	Concreting of 35,000 Cum in any one (1) year in one (1) or cumulative of two (2) concurrently running contracts .
4.2	Fabrication of 7,000 MT of structural steel in any one (1) year in one (1) or cumulative of two (2) concurrently running contracts .
4.3	Erection of 7,000 MT of structural steel in any one (1) year in one (1) or cumulative of two (2) concurrently running contracts .
	a) If the qualifying work is completed in the seven(7) year period specified above, even if it has been started earlier, the same will also be considered meeting the qualifying requirements. b) The word “executed” means, tenderer should have achieved the progress specified above even if the total contract is not completed/closed. c) The one (1) year period means any continuous 12 months period. However, for concurrent works the same 12 months period shall be considered
5.0	Bidders are required to enter into an Integrity Pact (I P) with BHELL against this tender / contract as per Annexure VIII of this NIT by signing and stamping all the pages of I P by authorized representative. Bidder, who do not comply with this requirement shall not be considered against this tender.
6.0	<u>Tie Up Arrangement</u>
6.1	Tenderer meeting criteria at 3.1 and 4.1 i.e main plant civil works shall be allowed to have a tie up with another experienced associate for the works covered under QR SL NO. 3.2, 4.2 and 4.3 i.e Structural fabrication &

	erection works for which he does not possess the requisite experience.
	OR
6.2	Otherwise Tenderer meeting criteria at QR SL NO. 3.2, 4.2 and 4.3 i.e Structural fabrication & erection works shall be allowed to have a tie up with another experienced associate for the works covered under 3.1 and 4.1 i.e main plant civil works for which he does not possess the requisite experience.
6.3	The tenderer should meet all other Technical QR criteria for which there is no tie up arrangement. Only one tie up with one associate shall be permitted. The tenderer (Lead Partner) shall submit documents in support of his experience and experience of his partner in line with all the Technical QRs. However, the tie up arrangement is subject to approval of BHEL. In such a case, the tenderer (Lead Partner) shall submit documents related to their Tie-up arrangement in Part-I bid (Technical Bid). The Lead Partner may be the either as per 6.1 or 6.2 meeting all the QR along with one associate. The composition of the Tie-up arrangement and role and responsibility of each constituent must be well defined and the document submitted shall clearly indicating who shall be the lead partner.
6.4	The Lead Partner should meet all Financial QR criteria given at SI No 1.0 and 2.0.

**OTHER INSTRUCTIONS :**

(i) The Tender Documents comprise of following:

- (a) General Conditions of Contract
- (b) Special Conditions of Contract, Tender Notice, Project Synopsis etc.
- (c) Rate Schedule
- (d) Detailed Technical Specifications and Drawings

**Bidders may kindly note that we are unable to host the Detailed Technical Specifications and Drawings of this tender in BHEL web page. This will be available in hard copy with us. Hence bidders are requested to purchase total tender specification from BHEL PSNR before submission of offer. Bidder who submits the incomplete bid will be disqualified from this tender.**

(ii) Tender Documents with complete details are hosted in this web page. Bidder(s) intending to participate may download the tender document from the web site. Bidder(s) downloading the tender documents from the web site,

<b>TENDER NO. BHEL/ NR/SCT/ ANPARA D/U 6/ CIVIL MAIN AND STR/ 685</b>	
SPECIAL CONDITIONS OF CONTRACT (WORKS)	PAGE 7 O 59

shall remit **Rs.5000/- (Rupees Five thousand only)** in the form of crossed demand draft (non-refundable), in favour of BHEL, NOIDA along with their offer.

- (iii) Bidder(s) can also purchase hard copy of tender documents from this office. Tender documents (non transferable) will be issued on all working days between 09.30 Hrs. to 12.30 Hrs within the sale period i.e **upto 12.03.2010** on payment of **Rs.5000/- (Rupees Five thousand only)** (non-refundable) either in cash or by crossed demand draft in favour of BHEL, NOIDA. Request for issue of tender document should clearly indicate Tender No. and work.
- (iii) Tenders must be submitted to the undersigned in Room No. 104 **latest by 12.03.2010** before opening of technical bids commences. Technical bids shall **be opened at 15.30 Hrs. on 12.03.2010.**
- (iv) Earnest Money Deposit (EMD): Refundable, Non-interest bearing **EMD of Rs 2,00,000/-** shall be deposited by Account Payee Pay Order 'OR' Demand Draft in favour of " Bharat Heavy Electricals Limited" payable at Delhi/ NOIDA. Those bidders who have already deposited ' One Time **EMD of Rs 2,00,000/-** with BHEL, PSNR, NOIDA need not submit EMD with the present tender.
- (v) Tenders not accompanied with Full Earnest Money Deposit, as indicated above, will not be considered.
- (vi) All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in this web page and not in the newspaper. Bidders shall keep themselves updated with all such amendments.
- (vii) Bidders shall enter into an Integrity Pact (IP) with BHEL as per format given at Annexure – XII of this NIT. The bidders are required to return this Integrity Pact (IP) alongwith Techno- Commercial bid (Part-I), duly signed and stamped by the authorized signatory who signs the bid. It may be noted that only those bidders who have entered into such an IP with BHEL would be competent to participate against this NIT i.e. entering into this pact is a preliminary qualification for the bidders. The Independent External Monitor against this NIT shall be Shri Kanwarjit Singh, I. R. S. (Retd), D 6/12, Vasant Vihar, G.F., New Delhi – 110057.
- (viii) BHEL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
- (ix) BHEL takes no responsibility for any delay/ loss of documents or correspondences sent by courier/ post.

<b>TENDER NO. BHEL/ NR/SCT/ ANPARA D/U 6/ CIVIL MAIN AND STR/ 685</b>	
SPECIAL CONDITIONS OF CONTRACT (WORKS)	PAGE 8 O 59

- (x) Purchase Preference will be given to CPSUs as per Govt. Guidelines.
- (xi) **Unsolicited rebate/ discount shall not be accepted after bid opening.**
- (xii) **BHEL reserves the right to go for a Reverse Auction instead of Opening the submitted sealed bid, which will be decided after technical evaluation.** As such, the bidders should submit their best prices in the 'Sealed Price Bid'. However, bidders are required to confirm their acceptance of "General terms and conditions" governing RA specifically in their technical bid. The "General terms and conditions" governing RA are given in the SCC of the NIT. Bidders are also required to furnish following details in their techno-commercial bid, for this purpose (RA).

Authorization of representative who will participate in the on line Reverse Auction Process;

- a. Name and Designation of official
- b. Postal Address (Complete)
- c. Telephone Nos. (Land line & Mobile both)
- d. FAX No.
- e. E-mail address
- f. Name of Place/ State/ Country, wherefrom he will participate in the RA.

- (xiii) BHEL may decide holding **pre-bid conference [PBC]** with any / all intending bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. In this case pre-bid shall be held as indicated above, For the subject tender, you are requested to participate **PBC at 14-00 Hrs on dated \_\_\_\_\_** (date will be intimated to the bidders who have purchased the tender from office) our **BHEL office, NOIDA** As such, bidders should plan their visit accordingly. In case of absence of any bidder(s), the bidder(s) have to accept the outcome of the pre-bid discussion as minuted /recorded without any query and the decision of BHEL shall be final and binding. Final quoted price of bidders will be PRESUMED to be quoted based upon the tender documents (including corrigendum, if any) and minutes of this pre-bid meeting. Bidders are requested to study the tender documents in detail and prepare their queries/clarifications accordingly. All such queries / clarifications shall be clarified.

**DGM/ SCP**



ISO 9001-2000, ISO 14001  
and OHSAS 18001  
certified company

**Bharat Heavy Electricals Limited**

(A Govt. Of India Undertaking)

PS-NR, Plot No. 25 , Sector - 16A , Noida

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**DOMESTIC NOTICE INVITING TENDER**

LAST DATE OF SALE : 12.03.2010

DATE OF OPENING: 12.03.2010

TENDER NO. BHEL/ NR/SCT/ ANPARA D/U 6/ CIVIL MAIN AND STR/ 685

Sealed tenders are invited from the contractors fulfilling qualifying requirements for the Construction of all the Main Civil, Structural & Architectural works in main plant area and BOPs for UNIT 6 at Anpara-D Thermal Power Plant of 2 x 500 MW units of UPRUVNL at Anpara , Sonbhadra , UP.

**NOTES**

1. Purchase Preference will be given to CPSU as per Govt. Guidelines.
2. Please visit our website at [www.bhel.com](http://www.bhel.com) for details.
3. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in this web page and not in the newspaper.

**DGM / SCP**

<b>TENDER NO. BHEL/ NR/SCT/ ANPARA D/U 6/ CIVIL MAIN AND STR/ 685</b>	
SPECIAL CONDITIONS OF CONTRACT (WORKS)	PAGE 10 O 59

**BHARAT HEAVY ELECTRICALS LIMITED  
(A GOVERNMENT OF INDIA UNDERTAKING)  
HRDI & PSNR COMPLEX, PLOT NO. 25 SECTOR-16A,  
NOIDA, DISTT. -GAUTAM BUDH NAGAR –201 301**

**PROCEDURE FOR SUBMISSION OF SEALED TENDERS:**

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

**TECHNICAL BID (COVER-I)**

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

**PRICE BID (COVER-II)**

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

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

## PROJECT SYNOPSIS

1. Name of the Owner : UTTAR PRADESH RAJYA VIDYUT UTPADAN  
NIGAM
2. Address : ANPARA-D THERMAL POWER STATION  
District : SONE BHADRA  
UTTAR PRADESH
3. Installed capacity : New project
4. New Installation : 2 x 500 MW
5. Nearest Railway station : Singrauli – 20 km  
Renukoot - 40 km  
Varanasi - 200 km
6. Nearest City : Varanasi -200 km
7. Nearest Airport : Varanasi – 200 km
8. Maximum Temperature : 48 Deg C
9. Minimum temperature : Appx 2 Deg C

**SECTION - III****SPECIAL CONDITION OF CONTRACT**

Clause No.	Title
34.0	General Scope of Work
35.0	Instruction to Tenderer
36.0	Contractor's Supervision
37.0	Supervisory Staff & workmen
38.0	Tools & Plants / IMTEs
39.0	Material
40.0	Issue and accounting of cement, reinforcement & stru. Steel
41.0	Scrap & Serviceable materials
42.0	Execution of the work
43.0	Methods of measurement
44.0	Deviation
45.0	Valuation of deviation
46.0	Compliance to regulation & bylaws
47.0	Facilities to be provided by BHEL/ Contractor
48.0	Progress reporting
49.0	Drawing & documents
50.0	Delay & Extension of Time
51.0	Price Variation and over run
52.0	Income tax & Sales Tax
53.0	Time Schedule
54.0	Terms of payment
55.0	Insurance
56.0	Rate schedule cum BOQ & Variation

<b>TENDER NO. BHEL/ NR/SCT/ ANPARA D/U 6/ CIVIL MAIN AND STR/ 685</b>	
SPECIAL CONDITIONS OF CONTRACT (WORKS)	PAGE 13 O 59

## SECTION-III

### SPECIAL CONDITIONS of CONTRACTS

#### 34.0 GENERAL SCOPE OF WORK

- 34.1 This tender specification covers construction of all the Civil , Structural & Architecture works related to buildings & foundations which includes Foundations ( **excluding Piling and Pile cap** ) , earth work ,TG Deck, plain & reinforced cement concrete, reinforcement, scaffolding, formwork, masonry work, floor finishes including dado & skirting, plastering, painting, roof finishes, doors / windows / ventilators / rolling shutters, internal & external plumbing, water supply, water proofing, drainage & sewerage, metal cladding, fencing, roads, M. S embedment , Underground Earthing etc. as well as including supply of all materials except those proposed to be supplied by BHEL, consumables, labour, Tools and plants, transportation and storage, sample testing etc. all complete as per BOQ, specifications and drawings for proper and successful execution of the job for 2 x 500 MW units (UNIT 6 &7 ) at Anpara-D Thermal Power Plant (PTPP) of UPRUVNL at Anpara , Sonbhadra , UP.
- 34.2 The total **Main Civil, Structural & Architectural works in main plant area and BOPs related to buildings and foundations** work under the scope of this tender as described below.

Covers the Civil and Architectural Works in Main Plant Area - consisting of **Unit-6** and Common building as listed below -- to be carried out as per **Rate Schedule Cum Bill Of Quantities (Price bid)** Work under this package is generally related to the following area but not limited to building, civil structures, foundations mentioned below.

- 1.1. POWER BLOCK UNIT - 6
  - 1.1.1. Transformer Yard
  - 1.1.2. DG Set Building
  - 1.1.3. ACW PH + AW BLDG
  - 1.1.4. Main Power House
  - 1.1.5. Common Control Room
  - 1.1.6. TG Deck / ID, FD, PA FANS
  - 1.1.7. Boiler
  - 1.1.8. Bottom Ash Hopper
  - 1.1.9. ESP
  - 1.1.10. ESP CR
  - 1.1.11. Mill Bay
  - 1.1.12. Mill Foundations
  - 1.1.13. Transfer Tower
  - 1.1.14. Trestles and Conveyer gallery
  - 1.1.15. Paving, Trenches
  - 1.1.16. Pipe racks
  - 1.1.17. Roads and drains
  
- 1.2. BOP BUILDINGS

- 1.2.1. CPU Building
- 1.2.2. Condensate Transfer PH
- 1.2.3. Condensate Storage tank
- 1.2.4. DM Transfer Pump House
- 1.2.5. CWPH Sump
- 1.2.6. CWPH
- 1.2.7. CW Duct
- 1.2.8. CW PIPING CIVIL ( Main )
- 1.2.9. FWPH / Tanks
- 1.2.10. SWPH / Tanks
- 1.2.11. Fire station
- 1.2.12. Pipe rack
- 1.2.13. Roads and drains

### 1.3. AUX BUILDINGS

- 1.3.1. Admin Building
- 1.3.2. Car parking
- 1.3.3. Service Building
- 1.3.4. Canteen Building
- 1.3.5. Safety Centre

34.3 **The detailed scope of work & the technical requirements for work to be executed under this specification shall be as per Specifications & PE-TS-298-600-C005 (Section D, Sub-Section D1 to D24 ), enclosed with this tender document.(Annexure-III)**

34.4 **The scope of work will also include providing :**

- a) **Qualified Supervisors** for direct supervision of various works other than the scope covered under this tender. These Qualified Supervisors shall be provided for **Seventy Five man-months** as per site conditions. The supervisors shall possess a minimum qualification of a civil engineering diploma. They shall be deployed in all area covered under various specifications as well as other related areas as may be deemed essential based upon work requirements, though not specified. They shall be guided by BHEL Engineers to ensure smooth work progress as and when /where required /deployed.

**In case contractor fails to provide above-mentioned Supervisors as desired by BHEL, the latter shall have the right to hire such services from other agencies at the risk and cost of the contractor. In case BHEL is not able to utilize the man months as per provision, a lump sum of Rs.20,000/- (Rupees Twenty thousand only) per man month for the un-utilized man months will be recovered from the bills of the contractor.**

- b) The contractor under this contract shall also provide free of cost services of following manpower exclusively for use of BHEL for **300** man months:
- i. Computer Operator – 75 man months
  - ii. Skilled Manpower – 100 man months

iii. UnSkilled Manpower –125 man months

Persons so deployed shall have to work in extended hours whenever required. Workmen provided as per the above provisions shall be fully trained and experienced in the nature of work for which they are deployed.

**In case contractor fails to provide above-mentioned manpower as desired by BHEL, the latter shall have the right to hire such services from other agencies at the risk and cost of the contractor. However, if BHEL does not utilize the man months as per above provision, fully or partly; recovery at the rate of the prevailing minimum wages at ANPARA for the categories given plus 10% will be made from the final bill of the contractor.**

34.5 The scope of work will also include such other related works although they may not be specifically mentioned in the above paragraph and all such incidental items not specified but reasonably implied and necessary for completion of the job as a whole all as desired and as directed by the engineer.

The detail scope of work covered above is not a comprehensive list of items of work involved. The detail scope of work may vary considerably depending on the actual construction requirements.

34.6 NA.

34.7 **ALSO INCLUDED IN THE SCOPE**

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.

- a) Furnishing all labour, materials, supervision, construction plans, equipment, supplies, transport, to and from the site, fuel, electricity, compressed air, water, transit and storage insurance and all other incidental items and temporary works not shown on specified but reasonably implied or necessary for the proper completion, maintenance and handling over the works, except in accordance with the stipulations laid down in the contract documents and additional stipulations as may be provide by the engineer during the course of works.
- b) Furnishing samples of all materials required by the engineers for testing / inspection and approval for use in the works. The samples may be retained by the engineer for final incorporation in the works.
- c) Furnishing test reports for the products used or intended to be used, if called for the specifications or if so desired by the engineer.
- d) Giving all notices, paying all fees, taxes etc., in accordance with the general conditions of contract, that are required for all works including temporary works.
- e) Arranging manufacturer's supervision for items of work done as per manufacturer's specifications when so specified.
- f) Carrying out topographic survey of the entire and establish levels and coordinates at suitable intervals from existing grid levels and coordinates furnished by the owner established bench marks, setting out the locations and levels of proposed structures, constructions and marking of reference pillars and other identification works etc.,

<b>TENDER NO. BHEL/ NR/SCT/ ANPARA D/U 6/ CIVIL MAIN AND STR/ 685</b>	
SPECIAL CONDITIONS OF CONTRACT (WORKS)	PAGE 16 O 59

The contractor shall provide the owner/BHEL such a assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used.

- g) Providing all incidental items not shown or specified but reasonably implied or necessary for the successful completion of the work in accordance with contract.

### **34.8 Health, Safety & Environment management (HSE)**

34.8.1 **BHEL-Power Sector Northern Region (PSNR) is ISO 9001, ISO 14001, OHSAS 18001, ISO 27001 and SA-8000 certified company. Quality of work, to customer's satisfaction and system requirements is the essence of these certifications. The contractor in all respects will organize his work, systems, environment, process control documentation, tools, plant, inspection, measuring and testing equipments etc. as per instructions of BHEL engineer.**

**The contractor shall also comply with applicable legislation and regulations with regards to Health, Safety and Environmental aspects for minimizing risk arising from occupational health & safety hazards, controlling pollution and wastage. The Contractor will be responsible for Health, Safety & Environment management (HSE) at site for the construction activities to be carried out by them in accordance with requirements given under section I (a) of GCC and elsewhere in this tender document. The contractor, who is awarded the work, shall have to sign an MOU w.r.t. implementation of HSE conditions with BHEL (Safe Work Practices)**

34.8.2 Besides provision with regard to SAFETY under Clause 27 of GCC, the contractor will be responsible for Health, Safety & Environment management at site for the construction activities to be carried out by them in accordance with requirements **given under section I(a) of GCC of this document**. The contractor shall continuously take special care to ensure the safety and prevention of human and equipment accidents and maintain good sanitary conditions in and around the site. All the construction work and plant operation must be carried out in the safest possible manner. The Engineer reserves the right to stop any process which, in the Engineer's opinion, is being performed dangerously. In this case the contractor must immediately adhere the requisite safety precautions and any delays attributed to the work stoppage on this account shall not affect the agreed contractual finishing dates.

The contractor shall appoint dedicated full-time Qualified Safety Officers who shall have full authority to ensure that all necessary safety precautions are observed by the Contractor's employees and sub-contractors. These appointees shall have full responsibility for the safety of all personnel within the contractor's area of the works.

34.8.3 Some of the common safety rules to be followed during working are as follows :-

- No body is allowed to enter at construction site without Safety Shoe.
- Never enter work area without Safety helmet & chin strap in place.
- No climbing/working allowed without proper safety belt above 2 m. height.
- Do not exceed the speed limit 25 Kmph within premises.
- No debris obstacles allowed on the roads & passages.
- Do not walk on pipelines or false ceiling.
- Maintain good Housekeeping at work site.
- No photography/ Videography allowed without permission
- All Site supervisors & engineers (including subcontractor's) must be imparted structured training on construction safety before start of the job & record to be maintained.
- Availability of qualified & trained Site Engineer at site during all working hours.
- Site Safety training to be imparted to all workers & plan to be made to cover every worker.
- Tools box talk (5-15 minutes) by supervisor prior to commencement of any job.
- All accident / incidents(Near Miss) to be reported & investigated.(formats & procedure should be finalized)
- Daily Safety Checking by Each Site Engineer along with Safety engineer.
- Weekly co-ordination meeting of all Safety engineers with BHEL safety officer.
- Monthly safety meeting with Site In-charges.
- All Safety equipment must be ISI marked & checked by Safety officer before use.
- Tag system for erection & use of scaffoldings.
- Bamboo/wooden Scaffolding material not allowed.
- LPG cylinders not allowed for gas cutting.
- Good House keeping. Separate waste bins to be used for flammable & non flammable material.
- Safety awareness programs for workers by display of boards, posters, competitions, talks etc.
- Deployment of Safety Supervisors for every 250 workers and part there of at work site.
- Display of List of First Aid trained persons.
- Testing certificates for lifting tools & tackle.
- Provision & maintenance of fire extinguishers at construction site & material stores.
- Display of emergency telephone numbers at various locations.
- For work in confined space use 24 V lamp fitting & use tools with air motors or electric tools with max. 24 V.
- For confined space entry Gas test must be done before & at regular intervals.

- Checking & tag of equipment like grinding machine, welding machine, gas cutting set etc. by supervisors before use.

#### 34.8.4 Contractor shall ensure following:

1. Contractor has to maintain contact with local hospital having scanning & other ultra modern medical facilities required during emergency including Ambulance.
2. Contractor has to ensure pre employment medical check for all staff & workers.
3. Contractor has to ensure that adequate First Aid facilities with trained nurse & ambulance are available at work site for emergency purpose. This emergency set-up should include, but not limited to, following
  - Male nurse (in shifts)
  - Oxygen set up
  - Breathing apparatus
  - Eye wash facility
  - Stretcher
  - Trauma blanket
  - Medicines.

The contractor against this contract is required to arrange and maintain ambulance at site for entire contract period. **The contractor is are required to arrange and maintain ambulance.** The above emergency facility set up including ambulance, male nurse etc. will be shared by BHEL and its other contractors working at this project at no extra cost to BHEL and its sub-contractors. In case, under unavoidable circumstances, if the ambulance is not available / being used elsewhere , the contractor will have to arrange for the same as under clause 34.8.4.1

- 34.8.5 The Contractor shall be fully responsible for accidents caused due to him or his agents or workmen's negligence or carelessness in regard to the observance of the safety requirements and shall be liable to pay compensation for injuries. **It may be noted that non-compliance to HSE requirements will result in penal action. In case of violations of safety requirements, the Contractor shall be liable for a penalty of Rs. 500/- for the first violation and Rs. 1000/- for the subsequent violations. For serious lapses, as decided by BHEL Engineer, fines upto Rs. 5000/- at a time can be imposed.**

The amount towards penalties as above will be deducted from running bills of the Contractor. The amount so collected above will be utilized for supporting the safety activities at site. The decision of BHEL on above will be final and binding on the Contractor.

#### 34.8.6 The contractor shall comply with following towards Social Accountability;

- (a) The contractor shall not employ any employee less than 15 years of age in pursuant to ILO convention. If any child labour were found to have been

engaged , the Contractor shall be levied with expenses of bearing his education expenditure which will include stipend to substantiate appropriate education or employ any other member of family enabling to bear the child education expenditure.

- (b) The contractor shall not engage Forced/Bonded Labour and shall abide by abolition of Bonded Labour System(Abolition) Act, 1976.
- (c) The contractor shall maintain Health & safety requirement as stipulated in the Contract and Contract Labour( Regulation & Abolition) Act,1970.
- (d) The Contractor shall abide by UN convention w.r.t Human Rights and shall be liable for Discrimination/Corporal punishment for failure in meeting with relevant requirements.
- (e) The Contractor shall abide the requirement of Contract Labour(Regulation & Abolition) Act,1970 for working hours.
- (f) The Contractor shall abide by the Statutory requirement of Minimum Wages Act 1948, payment of Wages Act 1936.
- (g) The Contractor shall arrange potable drinking water to its employees & workers.

**34.9 The customer UPRVNL and / or their Consultant may depute their representative for checking and supervision of important stages of work. The contractor shall be required to provide all facilities for inspection of works at no extra cost to BHEL. Any defect in quality of work or deviations from drawings / specifications pointed out during such inspection shall be made good by the contractor in the same way as if pointed out by the BHEL Engineer, without any cost implication to BHEL.**

### **35.0 INSTRUCTIONS TO TENDERERS**

35.1 The Tenderer are advised to physically visit the site and fully acquaint themselves with site conditions, transportation routes, various distances and the fact that other contractors would be working in this area their structures are to be protected. The material brought and stacked for construction should not make hindrance to other contractors. **Necessary precaution and arrangements including sprinkling of water during work as acceptable to BHEL for safety & security for the above have to be made by the contractor. No claim will be entertained by BHEL on ground of lack of knowledge and the contractor's rates shall be deemed to have taken this into account.**

35.2 The contractor, in the event of this work awarded to him, shall establish an office at site and keep posted an authorised, responsible officer with valid Power of Attorney for the purpose of the contract. Any order or instructions of the `Engineer' or his duly authorised representative, communicated to the contractor's representative at site office will be deemed to have been communicated to the contractor at his legal address.

### **36.0 CONTRACTOR'S SUPERVISION**

36.1 The Contractor shall either himself supervise the execution of the Contract or shall appoint a competent Engineer / agent approved by the Engineer to act in his stead.

- 36.2 The Contractor shall employ an Engineer/ Agent having atleast a 'Degree of Bachelor in Civil Engineering' from a recognised university (for any work with a contract value exceeding Rupees Twenty Lacs) or having atleast a 'Diploma in Civil Engineering' from a recognised college ( for work with a contract value exceeding Rs.Two lacs but not exceeding Rupees 20 Lacs).
- 36.3 The employment of an Engineer / Agent as aforesaid shall not be necessary if the Contractor himself is in possession of a recognised technical qualification and is in the opinion of the Engineer capable of receiving instructions of the Engineer and of executing the work to the satisfaction of the Engineer .
- 36.4 If the Contractor fails to appoint a suitable Engineer /Agent as aforesaid, the Engineer shall have full powers to suspend the execution of work and stop payment of any money that may have become due until such date as a suitable Engineer / Agent is appointed and the Contractor shall be held responsible for the delay caused to the work and no extension of time on this account shall be given to him.
- 36.5 Orders given to the Contractor's Engineer / Agent shall be considered to have the same force as if they had been given to the Contractor himself.
- 36.6 The Contractor or his Agent shall be in attendance at the site during all working hours and shall superintend the execution of work with such additional assistance in each grade as the Engineer may consider necessary.
- 36.7 The Contractor or his accredited Agent shall attend, when required and without making any claim for doing so, either the office of the Engineer or the work site to receive instructions.
- 36.8 The BHEL Engineer shall have full powers to instruct the Contractor to arrange for immediate termination of services, in connection with this contract, of any Agent, servant or employee whose continued employment is, in his opinion, undesirable, without assigning any reason.

**37.0 SUPERVISORY STAFF AND WORKMEN**

- 37.1 The contractor shall deploy all the experienced skilled, semiskilled and unskilled workmen required for all the works under these specification. BHEL reserves the right to decide on the suitability of the workers and other personnel who will be deployed by the contractor. BHEL reserves the right to insist on removal of any employee of the contractor at any time, if they find him unsuitable and the contractor shall forth with remove him.
- 37.2 The supervisory staff including qualified Engineers deployed by the contractor shall ensure proper out-turn of work and discipline on the part of the labour put on the job by the contractor and in general see that the works are carried out in a safe and proper manner and in coordination with other labour and staff deployed directly by BHEL or other contractors of BHEL / BHEL's Client / other agency.
- 37.3 The work shall be executed under the usual conditions like rain, insufficient space, improper approach roads etc., effecting major construction work and in conjunction with numerous other operations at site. The contractor and his personnel shall

cooperate with other personnel / contractor , coordinating his work with others and proceed in a manner that shall not delay or hinder the progress of work as a whole.

- 37.4 The contractor's supervisory staff shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and aesthetic finish are essential part of this contract. The contractor shall be responsible to ensure that assembly and workmanship conform to the dimensions and tolerances given in the drawings /documents / instructions given by BHEL Engineer from time to time.
- 37.5 It is the responsibility of the contractor to engage his workmen in shifts or on overtime basis for achieving the targets set by BHEL. The contractor's finally accepted rates shall include all these contingencies.
- 37.6 During the course of construction, if the progress is found unsatisfactory, or in the opinion of BHEL, if it is found that the skilled workmen like welder, fitters , technicians etc. deployed are not sufficient, BHEL after giving reasonable opportunity to the contractor, will induct on the work the required workmen in addition to contractor's workmen to improve the progress and recover from the contractor's bills
- 37.7 If the contractor or his workmen or employees shall break, deface, injure or destroy any part of a building, road kerb, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wire, trees or any other property or to any part of erected components etc., the contractor shall make the same good at his own expense or in default, BHEL may cause the same to be made good by other workmen or by other means and deduct the expenses (of which BHEL's decision will be final) from any money due to the contractor.
- 37.8 The monthwise manpower deployment plan to be submitted as per format (at Annexure-C to general conditions of contract) is only to assess the capability as well as understanding of the contractor to execute the work. It shall be the contractor's responsibility to deploy the required manpower, for timely and successful completion of the job, to any extent over and above those indicated in the above deployment plan (including those which are not covered in the plan submitted) without any compensation on this account.

### **38.0 TOOLS AND PLANTS / IMTEs**

- 38.1 T&Ps being provided by BHEL, if any, to sub-contractor free of hire charges shall be shared by other sub contractors working for BHEL at site and the allotment done by BHEL Engineer shall be final and binding.
- 38.2 Besides the T&Ps being made available to contractor free of hire charges, all other T&Ps and IMTEs which are required for successful and timely execution of the work covered within the scope of this tender, shall be arranged and provided by the contractor at his own cost in working condition. Indicative lists of T & P and IMTEs to be arranged by the contractor are given **as per Annexure-II & Annexure-III.** . In the event of the failure of contractor to bring necessary and sufficient T&Ps/ and IMTEs, BHEL will be at liberty to arrange the same at the risk and cost of contractor including transportation cost of same from any of BHEL site/place and hire charges as applicable shall be deducted from contractor's bill. Decision of BHEL in this regard shall be final and binding on contractor.

<b>TENDER NO. BHEL/ NR/SCT/ ANPARA D/U 6/ CIVIL MAIN AND STR/ 685</b>	
SPECIAL CONDITIONS OF CONTRACT (WORKS)	PAGE 22 O 59

- 38.3 All distribution boards, connecting cables / welding cables, wire ropes, hoses etc. including temporary air/water / electrical connections etc. shall have to be arranged by the contractor at his own cost.
- 38.4 In case of non-availability of the T&Ps to be provided by BHEL due to breakdown, major overhauls, distribution pattern or any other reason, the contractor shall plan/amend / alter his activities to meet erection / commissioning targets in consultation with BHEL.
- 38.5 The operation of all BHEL's T&Ps being provided free of hire charges shall be in the scope of the contractor. The contractor shall arrange at his own cost operators, fuel, and other consumables etc. for the operation. All lubricants for BHEL cranes, such as mobile oil, gear oil, break oil, hydraulic oil, torque converter oil & grease shall be provided by BHEL free of cost. The contractor will give the requirements well in advance.
- 38.6 The contractor shall engage trained and experienced operators for the operation of BHEL's T&Ps. BHEL Engineer will check their skill and performance before they are allowed to operate the same. However checking of skills by BHEL does not absolve the contractor of his responsibilities for proper & safe handling of equipment, consistent good performance of operators & regular performance evaluation of operators.
- 38.7 The day to day and routine maintenance of BHEL's T&Ps should be carried out by contractor as per manufacturer's / BHEL's maintenance schedule at his cost. These shall be maintained in good working condition during the entire period of use. T&Ps in defective / damaged condition shall be rectified promptly to the full satisfaction of BHEL engineer. Contractor shall maintain records for maintenance of major T&Ps which shall be made available for Inspection whenever required. In case of any lapses on the part of the contractor BHEL at its own discretion get the servicing / repair of equipment done at the risk and cost of the contractor with BHEL overheads.
- 38.8 The operation & day to day maintenance of the cranes shall be carried out the Contractor . The contractor at his cost shall provide required qualified and approved operator , routine maintenance crew and fuel for operation of crane. All lubricant such as mobil oil, gear oil, brake oil, hydraulic oil, torque converter oil, grease for cranes and filters will be issued free of cost by BHEL. Scheduled maintenance of the Crane will be carried out by BHEL for which the maintenance crew will be assist However, if there are breakdowns / damages due to negligence of the contractor, the complete service / repair charges and cost of all the spares damaged with BHEL overheads shall be to the account of contractor and shall be recovered from his RA bills.
- 38.9 All supervision and labour required for maintenance and attending breakdowns shall be arranged by the contractor at his own cost. Minimum one mechanic and two helpers shall be exclusive marked for the above work.
- 38.10 Increasing / shortening of the crane boom to suit work requirements shall have to be arranged by the indenting contractor at his cost. All necessary manpower, tools, support, consumables, illumination etc. will have to be arranged by contractor at his cost.

<b>TENDER NO. BHEL/ NR/SCT/ ANPARA D/U 6/ CIVIL MAIN AND STR/ 685</b>	
SPECIAL CONDITIONS OF CONTRACT (WORKS)	PAGE 23 O 59

- 38.11 Consolidation of ground and arrangement of sleepers / sand bag filling etc. for safe operation / movement of equipment including cranes / trailers etc. shall be the responsibility of the contractor at his cost.
- 38.12 In the event of contractor not using and maintaining BHEL T&Ps according to BHEL's instructions, BHEL will have the right to withdraw such item without any notice and no claim in this regard shall be entertained and contractor shall be responsible for delay in execution on this account. Regular utilisation report of the BHEL equipment as per requirement shall be furnished by the contractor.
- 38.13 Any loss / damage to any part of BHEL T&Ps shall be to the contractor's account and any expenditure on these accounts by BHEL will be recovered from the contractor's bill in case the contractor fails to make good the loss.
- 38.14 It shall be responsibility of the contractor to take delivery of T&Ps from stores or place of use by other contractor at project site, transport the same to site and return the same to BHEL store/ place as intimated by BHEL Engineer in project site in good working conditions after use.
- 38.15 The contractor shall return BHEL T&Ps issued to him in good working condition as and when desired by BHEL (on completion or reduction of work load). If return of T&P and IMTE is delayed by contractor, hire charges as applicable shall be levied by BHEL from time, it was requisitioned till the time of actual return. Hire charges shall also be charged on the T&Ps returned in damaged / unserviced condition to BHEL till its satisfactory repair. T&Ps returned in damaged / unserviced condition shall be got repaired by BHEL at its own discretion and entire cost of repair with BHEL overheads shall be recovered from the contractor.
- 38.16 Replacement cost including BHEL overheads in respect of irreparable / completely damaged / non return of T&Ps shall be recovered from the contractor's running bills.
- 38.17 Contractor shall ensure deployment of serviced and healthy T&Ps including cranes, lifting tackles, wire ropes, Manila ropes, winches and slings etc. History card and maintenance records for major T&Ps will be maintained by the contractor and will be made available to BHEL Engineer for inspection as and when required . Identification for such T&Ps will be done as per BHEL Engineer's advice.
- 38.18 Contractor shall ensure deployment of reliable and calibrated IMTEs (Inspection measuring and Test equipment). The IMTEs shall have test/ calibration certificates from authorised / Govt. approved / accredited agencies traceable to National / International standards. Each IMTE shall have a label indicating calibration status i.e. date of calibration, calibration agency and due date for calibration. A list of such instruments deployed by contractor at site with its calibration status is to be submitted to BHEL Engineer for control.
- 38.19 Retesting / re-calibration shall also be arranged at regular intervals during the period of use as advised by BHEL Engineer with in the contract price. The contractor will also have alternate arrangements for such IMTE so that work does not suffer when the particular instrument is sent for calibration. Also if any IMTEs not found fit for use, BHEL shall have the right to stop the use of such item and instruct the contractor to deploy proper item and recall i.e. repeat the readings taken by that

instrument, failing which BHEL may deploy IMTEs and retake the readings at contractor's cost.

- 38.20 BHEL shall have lien on all T&P, IMTEs & other equipment of the Contractor brought to the site for the purpose of erection, testing and commissioning. BHEL shall continue to hold the lien on all such items throughout the period of contract. No material brought to the Site shall be removed from the Site by the Contractor and/or his Sub-contractors without the prior written approval of the Engineer.
- 38.21 The monthwise T&P deployment plan to be submitted as per format (at Annexure-D to general conditions of contract) is only to assess the capability as well as understanding of the contractor to execute the work. It shall be the contractor's responsibility to deploy the required T&Ps, for timely and successful completion of the job, to any extent over and above those indicated in the above deployment plan (including those which are not covered in the plan submitted) without any compensation on this account.

### **39.0 MATERIALS**

- 39.1 The contractor shall at his own expenses provide all materials including paints, welding electrodes etc. required for the work. However for permanent works cement, reinforcement steel & structural steel will be issued free of cost as per terms & conditions specified in clause No. 40 from BHEL / Customer stores or at a point instructed by BHEL.
- 39.2 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 Engineer, furnish proof to the satisfaction of Engineer that the materials so comply.
- 39.3 The Contractor shall, at his own expense and without delay, supply to the Engineer samples of materials proposed to be used in the works. The 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 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.
- 39.4 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 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.
- 39.5 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 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 and / or specifications issued after submission of the tender.

- 39.6 The 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.
- 39.7 In addition the Contractor shall perform / submit at his own cost such tests / samples as may be required by the Engineer out of the materials used by the company except for the costs of materials used in such tests / samples.
- 39.8 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 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.
- 39.9 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.
- 39.10 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.
- 39.11 All materials brought to the Site shall become and remain the property of BHEL and shall not be removed off the Site without the prior written approval of the 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.
- 39.12 It shall be the responsibility of the contractor to obtain prior approval of BHEL, regarding suppliers, type of electrodes etc. before procurement of welding electrodes / TIG wires. On receipt of electrodes at site these shall be subjected to inspection and approval by BHEL. The contractor shall inform BHEL details regarding type of

electrodes, batch No. date of expiry etc. and produce test certificate for each lot / batch with correlation of batch / lot no. with respective test certificate. No electrode will be allowed to be used without valid test certificate.

39.13 All charges on account of Octroi, terminal or sales tax and other duties on material obtained for the works from any source shall be borne by the contractor.

#### 40.0 **ISSUE AND ACCOUNTING OF CEMENT, REINFORCEMENT and STRUCTURAL STEEL**

40.1 Cement, reinforcing steel, structural steel (like plates, chequered plates, beams, channels, joist, angles, flats, tees, rolled sections, MS rounds, pipes and tubes) for structural steel work items only (except for items where supply by contractor is envisaged like anchor bolts, doors, floor grating, MS grating covers etc.) will be issued by as a free issue materials from BHEL / UPRVUNL site stores or other issue points as specified by the Engineer. Such issues would be only for permanent works. Necessary indents shall be raised by the contractor as per procedure laid down by the Engineer-in-Charge about 7 days in advance of the actual requirement for incorporation in the works.

40.2 Materials will be issued only for permanent works and not for making templates, other temporary works, enabling works etc. and the same shall not be taken into account for purpose of material reconciliation.

40.3 The contractor shall bear all other costs including the lifting, carting from issue points to works site/contractor's stores, custody and handling etc. and return of surplus/serviceable materials to Owner's stores to be designated by the Engineer-in-charge and all expenditure will be made by the contractor. **The contractor has to arrange for lifting of material from the BHEL Store in Anpara-A and Anpara-B Plant Areas .**

40.4 All steel shall be issued in available lengths / shapes and no claims for extra payment on account of issue of non-standard lengths/shapes will be entertained. For the purpose of billing and accounting only linear measurement will be taken and weight will be calculated as per the IS Co-efficient. The different in unit weight as per IS and actual as issued, if any shall be to the contractor's account and contractor shall quote the rates for corresponding item to take care of such difference.

40.5 Cement, as received from the Manufacturer/ Stockiest will be issued to the contractor. The theoretical weight of each bag of cement for issue purpose will be considered as 50Kgs. Per Bag. Any type of cement and in any container as received from Manufacturer / Stockiest shall be issued to the contractor No claim whatsoever shall be entertained on this. Cement bags weighing upto 4% less will be accepted by the contractor and accounted for as 50Kg per bag.

40.6 The Contractor shall maintain good stores for storing the cement issued to him. The flooring of the storage house, the clearance of cement bags from the side walls. Etc., shall be as per the instructions of the Engineer-in-charge.

40.7 The cement stores shall be open for supervision and verification by the Engineer-in-charge or his authorised representative by any time when the Engineer-in-charge feels the need to do so

- 40.8 In the case of steel materials, the same shall be issued generally on the basis of linear measurement and the corresponding weight will be calculated as per Indian Standard. For the purpose of billing & accounting, only linear measurement will be taken and any difference in weight based on linear measurement & actual weight shall be to contractor's account. Quoted price shall be deemed to include the above & the permissible wastage mentioned. No claim whatsoever shall be entertained on account of wastage & difference in weight as referred to above.
- 40.9 Issue of stores material is subject to availability and the contractor shall not be entitled to any claim or compensation for non-supply or delay in the supply under any circumstances. The material will be issued generally during the working hours.
- 40.10 The Contractor shall bear all incidental costs including site lifting, carting from issue points to site / contractor's store, custody and handling etc., and return of surplus / serviceable / scrap materials to Owner's Storage points designated by the Owner etc. and no separate payment for such expenditure shall be made.
- 40.11 The Contractor will have to submit their design mix for different grades of Concrete keeping in view the requirements stipulated in IS:456, specifically regarding slump and Water Cement ratio and Specific Gravity of Materials brought to site as analysed in the laboratories. The design shall be used upon absolute volume method and theoretical consumption of Cement shall be worked out on this basis. For other than above designated mix Concrete items, the coefficients for consumption of cement shall be adopted as per CPWD practice. The theoretical consumption of cement thus worked out shall be binding upon the Contractor for reconciliation of Cement issued by the Owner. For any excess /under consumption based on these coefficients, the Contractor shall be penalised as per contract provisions. Though, permissible wastage specified shall be considered, while effecting penal recovery, no other allowance whatsoever shall be taken for reconciliation purposes
- 40.12 The theoretical consumption of cement , reinforcement steel and structural steel required for the work will be calculated on the basis of approved drawings / joint measurements. In the case of Cement, the theoretical consumption shall be decided by the Engineer as mentioned above and his decision in this regard shall be final and binding on the Contractor. Reinforcement and structural steel shall be measured by weight in tones. The weight will be arrived at by multiplying the used length by the sectional weight. The sectional weight will be same as were applied at the time of issue. Standard hooks, cranks, bends and authorised laps, chairs, separator pieces etc. specified in drawing or instructed by engineer as required shall be measured and paid for. No payment shall be made for binding wires, spacer block etc. required for keeping the steel in position unless otherwise specified in the contract. No extra payment will be made for modification of already embedded reinforcement, if required due to faulty fabrication or placement.
- 40.13 The contractor shall submit proper account of material / material reconciliation statement for the material drawn by him from stores once in every three months. Failing compliance of this requirement further issue of steel to the contractor may be suspended and no claim of compensation for delay in execution on this account shall be entertained.

40.14 All the steel thus issued shall be properly accounted for as per the following permissible wastage over the theoretical quantity / consumption incorporated in the works.

<u>Item</u>	<u>Area</u>	<u>Permissible variation</u>
(a) Cement	For all works except piling	2 %
	For piling works	7 %
(b) Reinforcement bars	For all works except piling	3 %
	For piling works	5 %
(c) Structural steel Stainless Steel	Accountable (visible)	4 %
	Un accountable (invisible)	1 %

40.15 **Any unused / serviceable quantity of cement, reinforcement steel & structural steel not returned in good condition & wastages / loss / consumption beyond specified / agreed limits shall be charged at penal rate of Rs 6000 per MT for cement, Rs 55,000 per MT for reinforcement steel , Rs 60,000 per MT for structural steel and Rs 2,00,000 per MT for stainless steel liner respectively at the time of preparing final bill, during finalisation of the contract. The decision of Engineer-in-charge with regard to applicability of penal rates shall be final & binding upon the contractor.**

40.16 Since the steel is being issued free of cost, the scrap generated shall belong to BHEL.

40.17 Steel liner for the Concrete piles will be issued as MS Pipes of 12m standard length . The Contractor has to fabricate the required liner length from these standard supply. The liner up to the cut –off level will have to be returned to BHEL stores after pile breaking . Proper accounting of the removed liner will have to be made by the Contractor as per mutually agreed procedure . All un- accounted wastage over and above the agreed procedure will be charged as per the penal rate as mentioned in CI 40.15.

#### **41.0 SCRAP & SERVICEABLE MATERIALS**

41.1 All structural steel of length above 2 M except M.S. Plates shall be considered as serviceable materials provided the materials is in good and acceptable condition. Structural steel in length less than 2 M shall be treated as scrap.

41.2 Plates having both sides greater than 1 Metre OR If any side is less than 1 M but greater than 0.5 M and the total area is equal or greater than 2 Sq. Metre shall be considered as serviceable.

41.3 All pipes measuring 2 M and above in length shall be treated as serviceable materials provided they are in good and acceptable condition. Pipe in less than 2 M length shall be treated as scrap.

#### **42.0 EXECUTION OF WORK**

<b>TENDER NO. BHEL/ NR/SCT/ ANPARA D/U 6/ CIVIL MAIN AND STR/ 685</b>	
SPECIAL CONDITIONS OF CONTRACT (WORKS)	PAGE 29 O 59

- 42.1 The work shall be executed in a workman like manner and to the entire satisfaction of the Engineer and as per technical specification issued with tender, IS codes, CPWD specifications as applicable. In case of conflict, the decision of the Engineer shall be final & binding.
- 42.2 The Engineer will communicate or confirm his instructions to the Contractor in respect of the execution of the work in a "Work Site Order Book" maintained at his office and the Contractor shall visit this office daily and shall confirm receipt of such instructions by signing the relevant entries in this book. Such entries will rank as order or notices in writing within the intent and meaning of these conditions.
- 42.3 Only BHEL approved make of electrodes will be used. All electrodes shall be heated and dried in the electric electrode drying oven to the required temperature for the period specified by the Engineer before these are used in erection work. All welders shall have electrodes drying portable oven at the work spot. The electrodes brought to site will have valid manufacturing test certificate. The test certificate will have correlation with the lot no. / batch no. given on electrode packets. No electrodes will be allowed to be used in the absence of above requirement. The thermostat and thermometer of electrode drying oven will be also calibrated and test certificate from Govt. approved / accredited test house traceable to National / International standards) will be submitted to BHEL before putting the oven in use. Periodical calibration for the same shall also be arranged by the contractor within the finally accepted rates.

#### **42.4 SETTING OUT**

- 42.4.1 All the works shall be set out to the true lines, grades and elevation indicated on the drawing. The contractor shall be responsible to locate and set out the works. Only one grid reference line and bench mark all be made available for setting out the works under the contract. This reference lines shall be used as datum for the works under the contract and the contractor has to establish for his work area at available points horizontal and vertical control points. The contractor shall inform BHEL well in advance of the times & places at which he wishes to do work in the area allotted to him so that suitable datum points established by him are checked by BHEL / Customer to enable the contractor to proceed with the works. Any work done without being properly located may be removed and / or dismantled by BHEL / Customer at contractors expense.
- 42.4.2 The contractor shall at his own expense take all proper and responsible precautions to preserve and maintain these datum marks to its true position. In the event of these marks being disturbed or obliterated by accident or due to any other cause whatsoever, the same may be deemed necessary placed by BHEL / Customer at contractor's expenses.

#### **42.5 SITE DRAINAGE**

- 42.5.1 All water including sub-soil water which may accumulate on the Site during the progress of the works or in trenches and excavations, including monsoon period shall be removed by the contractor from the Site to the satisfaction of the Engineer. It will also be responsibility of the contractor to de-water all the foundation pits, trenches with suitable de-watering methods like, pumping out, well point system

<b>TENDER NO. BHEL/ NR/SCT/ ANPARA D/U 6/ CIVIL MAIN AND STR/ 685</b>	
SPECIAL CONDITIONS OF CONTRACT (WORKS)	PAGE 30 O 59

etc. considering the depth of water table at plant site. All such expenditure on de-watering shall be deemed to be included in quoted rates.

#### **42.6 INSPECTION AND STAGE APPROVAL OF THE WORK**

42.6.1 The owner or his duly authorised representative shall have at all reasonable times access to the contractor's premises or works and shall have the power to inspect drawings or any portion of the work, examine the materials and workmanship and shall have the authority to reject any work. This would be implemented through joint inspection by the representative of the owner and BHEL and in the form of joint protocols without any extra claims and loss of time and amount.

42.6.2 All work embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice in writing to the Engineer when each stage is ready. In default of such notice being received, the Engineer shall be entitled to approve the quality and extent thereof at any time he may choose and in the event of any dispute, the decision of the Engineer thereon shall be final and conclusive.

#### **42.7 UNCOVERING AND MAKING GOOD**

42.7.1 The Contractor shall uncover any part of the Works and/or make openings in or through the same as the Engineer may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer. If any such part has been covered up or put out of view after being approved by the Engineer and is subsequently found on uncovering to be executed in accordance with the Contract, the expenses of uncovering and / or making opening in or through, reinstating and making good the same shall be borne by BHEL. In any other case all such expenses shall be borne by the Contractor.

#### **42.8 DISCREPANCIES AND ADJUSTMENT OF ERRORS**

42.8.1 The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small-scale drawings and figures dimensions in preference to scale and special conditions in preference to general conditions.

42.8.2 In case of discrepancies between schedules of quantities, the specification and / or the drawings, the following order of preference shall be observed.

- (a) Description in schedule of quantities.
- (b) Special conditions
- (c) Drawings
- (d) Technical Specifications
- (e) General conditions of contract

If there are varying or conflicting provisions made in any one document forming part of the contract, the Engineer shall be the deciding authority with regard to the document.

42.8.3 Any error in description, quantity in schedule of quantities or any omission there from 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.

42.8.4 If on check there are found to be differences between the rates given by the contractor in words and figures or in the amount worked out by him in the schedule of quantities and general summary, the same shall be adjusted in accordance with the following rules:

- (a) In the event of discrepancies between description in words and figures quoted by a tenderer, the lesser of the two will be treated as valid rate.
- (b) In the event of an error occurring in the amount column of schedule of quantities as a result of wrong extension of the unit rate and quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.
- (c) All errors in totaling in the amount column and in carrying forward totals shall be corrected.
- (d) The totals of various sections of bill of quantities amended shall be carried over to the general summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding of quantities or in sections of bill of quantities or in general summary, by the tenderer, shall be ignored.

42.8.5 If neither drawing nor specification contain any mention of minor details of construction which in the opinion of the Engineer whose decision shall be final and conclusive, are reasonable and obviously and fairly intended for satisfactory completion of work, such details shall be provided by the contractor without any extra cost, as if they were specially mentioned and shall be deemed to be included in the

#### **42.9 SAFETY CODE**

42.9.1 Besides provision with regard to SAFETY under Clause 27, Contractor shall note that Explosives shall not be used on the work by contractor except with permission in writing of the ENGINEER and in manner and to the extent to which he has prescribed. Where explosives are used, the same shall be stored in a special magazine to be provided by and at the cost of the contractor who shall be liable for all damages, losses and injury to any person or property and shall be responsible for complying with all statutory obligations in these respect.

#### **42.10 NUISANCE**

<b>TENDER NO. BHEL/ NR/SCT/ ANPARA D/U 6/ CIVIL MAIN AND STR/ 685</b>	
SPECIAL CONDITIONS OF CONTRACT (WORKS)	PAGE 32 O 59

42.10.1 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.

#### **42.11 MATERIAL OBTAINED FROM EXCAVATION**

42.11.1 Materials of any kind obtained from EXCAVATION on the Site shall remain the property of BHEL / its client and shall be disposed of as the Engineer may direct, at no extra cost.

#### **42.12 TREASURE , TROVE , FOSSILS etc.**

42.12.1 All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site shall be the absolute property of BHEL / BHEL's client and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing, shall immediately upon discovery thereof and before removal acquaint the Engineer with such discovery and carryout the Engineer's directions as to the disposal of the same.

#### **42.13 PROTECTION OF WORKS**

42.13.1 Trees designated by the Engineer 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.

42.13.2 The contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Engineer for the protection of the Works or for the safety and convenience of those employed on the Works or the public.

42.13.3 The contractor shall have total responsibility for protecting his works till it is finally taken over by the Engineer. No claim will be entertained by the Engineer for any damage or loss to the contractor's works and the contractor shall be responsible for the complete restoration of the damaged works to its original condition to comply with the specifications and drawings. Should any such damage to the contractor's works occur because of other party not under his supervision or control, the contractor shall make his claim directly with the party concerned. The contractor shall not cause any delay in the repair of such damaged works because of any delay in the resolution of such disputes. The contractor shall proceed to repair the work immediately and no cause thereof will be assigned pending resolution of such disputes.

#### **42.14 RECORD FOR MATERIALS CONSUMED**

42.14.1 The contractor shall maintain and furnish to the Engineer the RECORD OF MATERIALS consumed in the works for each activity. The statement showing the theoretical vis-à-vis actual consumption of specified materials, such as structural /reinforcement steel, cement, bitumen, lead, paint etc., shall be enclosed along with the running bills submitted by the contractor. Contractor has to also furnish the test results of the materials used in the work as per IS specifications.

<b>TENDER NO. BHEL/ NR/SCT/ ANPARA D/U 6/ CIVIL MAIN AND STR/ 685</b>	
SPECIAL CONDITIONS OF CONTRACT (WORKS)	PAGE 33 O 59

#### **42.15 PROTECTION OF EMBEDMENTS, BOLTS ETC.**

42.15.1 The contractor shall ensure proper protection to the satisfaction of the Engineer, of all bolts, inserts, embedments etc. from weather etc/ by greasing, rapping them with gunny bags or canvas or by any other means as directed by Engineer. Cost of such protections shall be deemed to be included in the rates quoted for the item.

#### **42.16 CLEARANCE OF SITE AND REPAIRS.**

42.16.1 Contractor has to clear the site / area where mechanical and electrical erection work is to be commenced / or in progress. The contractor shall remove construction materials and equipment lying in the vicinity and causing obstruction in the erection work within 24 hrs. notice. In case, he fails to clear the site, this will be done at his risk & cost by BHEL.

#### **42.17 QUALITY ASSURANCE**

42.17.1 The contractor has to establish / arrange at site the field testing facilities for testing of civil construction materials and concrete cubes for ensuring the proper quality, grade and strength of the materials used in the construction in line with approved field quality check list of BHEL/ its client. Contractor has to submit detailed report for testing of all material used etc. All testing shall be done as per IS code specifications/ BHEL's quality plan. If further test is required by the engineer to be carried from outside laboratory, the cost of the same shall be borne by the contractor.

#### **42.18 COMPLETION OF WORK**

42.18.1 The works shall be completed to the entire satisfaction of the Engineer and in accordance with the completion schedule as specified in the Contract, and all unused stores and materials, tools, plant, equipment, temporary buildings, site office, labour hutments and other things shall be removed and the site and work cleared of rubbish and all waste materials and delivered up clean and tidy to the satisfaction of the Engineer at the Contractor's expenses.

42.18.2 BHEL shall have power to take over from the Contractor from time to time such sections of the work as have been completed to the satisfaction of the Engineer. Such work however shall not be treated as have been completed until the extra works are executed to the satisfaction of Engineer. The Guarantee period shall commence only after handing over of the entire works.

42.18.3 The Engineer shall certify to the contractor the date on which the work is completed and the date thereof.

#### **42.19 RECORDS AND MEASUREMENTS**

42.19.1 All items having a financial value shall be entered in BHEL measurement Book so that a complete record is obtained of all works performed under the Contract.

42.19.2 Lump sum omissions will be entered for deduction. Measurement shall be restricted to that required to ascertain the financial liability of BHEL under the contract.

<b>TENDER NO. BHEL/ NR/SCT/ ANPARA D/U 6/ CIVIL MAIN AND STR/ 685</b>	
SPECIAL CONDITIONS OF CONTRACT (WORKS)	PAGE 34 O 59

- 42.19.3 Work which fails to be measured in details shall be measured physically without reference to any local custom that may obtain excepting where it may otherwise be directed in the tender documents. The measurements shall be taken jointly by any person duly authorised on the part of BHEL and by the Contractor.
- 42.19.4 The Engineer shall give reasonable notice in writing to the Contractor of appointment for measurement.
- 42.19.5 The Contractor shall, without extra charge, provide assistance with appliances and other things necessary for measurement and shall bear all the cost of measurement of his work.
- 42.19.6 Measurement shall be entered in BHEL Measurement Book and signed and dated by both parties each day at the site on completion of measurement. If the Contractor objects to any of the measurements recorded on the behalf of BHEL, a note to that effect will be made in BHEL Measurement Book or against the item or items objected to and such note shall be signed and dated by both the parties engaged in taking the measurement.
- 42.19.7 If, as a result of such objection, it becomes necessary to re-measure the work wholly or in part the expense of such re-measurement shall be borne by the contractor.
- 42.19.8 If the Contractor's representative fails to attend when required, the Engineer shall have power to proceed by himself to take measurements and in that case these measurements shall be accepted by the Contractor as final.
- 42.19.9 The Contractor shall, once in every month, submit to the Engineer details of his claims for the work done by him upto and including the previous month which are not covered by this Contract Agreement in any of the following respects:
- (a) Deviation from the items and Specifications provided in the Contract documents.
  - (b) Extra items/new items of work.
  - (c) Quantities in excess of those provided in the Contract Schedule.
  - (d) Items in respect of which rates have not been settled.

#### **43.0 METHOD OF MEASUREMENT**

- 43.1 Method of measurements shall be as per standard specifications included in the tender. For other items measurements shall be as per relevant IS Codes.

#### **44.0 DEVIATION**

- 44.1 The Contractor shall not make any alteration in, addition to or omission from the work as described in the tender documents except in pursuance of the written instructions of the Engineer. No such deviation from the work described in the tender

documents shall be valid unless the same has been specifically confirmed and accepted by the Engineer in writing and incorporated in the Contract.

- 44.2 The Engineer may deviate, either by way of addition or deduction, from the work so described, provided that the Contract sum be not thereby varied on the whole by more than the percentage set out in the tender documents. The value of all additions and deductions shall be added to or deducted from the Contract sum. (Whenever the Engineer intends to exercise such a right his intentions shall specify the deviations which are to be made, the lumpsum assessment or the proposed basis of payment, the extra time allowed, if any, and the date for completion of the entire contract). Any objection by the contractor to any matter concerning the order shall be notified by him in writing to the Engineer within seven days from the date of such order, but under no circumstances shall the work be stopped (unless so ordered by the Engineer) owing to differences or controversy that may arise from such an objection. In the absence of such a notification of objection by the Contractor, he will be deemed to have accepted the order and the conditions stated therein.

#### **45.0 VALUATION OF DEVIATIONS**

Rates for deviated items or new items of work shall be as follows :

- 45.1 If the rates for the additional, altered or substituted work are specified in the Contract for the work, the Contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the Contract for the work.
- 45.2 If the rates for the additional, altered or substituted work are not specifically provided in the Contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the Contract for the work.
- 45.3 If the rates for the altered, additional or substituted work cannot be determined in the manner specified in above clauses the rate for such part or parts will be determined by the Engineer on the basis of prevailing market rates when the work was done and the decision given in this behalf shall be final and binding on the Contractor. Rate analysis will be worked on CPWD manual of rate analysis as guidance.
- 45.4 If the rates for the altered, additional or substituted work cannot be determined in the manner specified in above clauses , then the contractor shall within 7 days of the date of receipt of order to carry out the work inform the Engineer of the rate at which it is his intention or charge for such class of work, supported by analysis of the rate or rates claimed, and the Engineer shall determine the rate or rates on the basis of prevailing market rates and pay the Contractor accordingly. However, the Engineer, by notice in writing, will be at liberty to cancel his order to carryout such class of work and arrange to carry it out in such manner as he may consider advisable. But under no circumstance the Contractor shall suspend the work on the plea of non-settlement of rates falling under the clause or claim any compensation on that account. Elements of profit, overheads, supervision and establishment charges will be taken as 15% over direct cost.

#### **46.0 COMPLIANCE TO REGULATIONS AND BYELAWS**

<b>TENDER NO. BHEL/ NR/SCT/ ANPARA D/U 6/ CIVIL MAIN AND STR/ 685</b>	
SPECIAL CONDITIONS OF CONTRACT (WORKS)	PAGE 36 O 59

46.1 The Contractor shall conform to the provisions of any statute relating to the work and regulations and bylaws of any local authority and of any water and lighting Companies or Undertaking with whose system the work is proposed to be connected. He shall, before making any variation from the drawings or the specifications that may be necessitated for such connections give the Engineer, notice specifying the variation proposed to be made and the reasons therefore and shall not carryout any such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

#### **47.0 FACILITIES TO BE PROVIDED BY BHEL / CONTRACTOR**

47.1 BHEL shall provide free of charge limited open space, for office & storage shed, as and where made available by M/s UPRVUNL. It is the responsibility of the contractor to construct sheds, provide all utilities and dismantle and clear the site after completion of work or as and when required, as a part of his scope of work.

47.2 BHEL shall provide limited open space for labour colony near the plant free of rental charge. Contractor shall be responsible for providing all necessary facilities like residential accommodation, transport, electricity, water, medical facilities etc. as required under various labour laws and statutory rules and regulations framed there under to the personnel employed by him.

**Electricity will be provided at one point on chargeable basis. Water will be provided free of cost at one point for labour colony. Water has to be distributed by the Contractor at his own cost.** Meter for electricity will have to be provided by the Contractor at his own cost.

47.3 **Construction power, for construction purposes will be provided free of cost** at one point near erection site (at a distance upto 500 meters) from supply point **AS AND WHEN IT IS MADE AVAILABLE BY THE CUSTOMER** . In the initial stages , the Contractor may have to deploy the DG sets for carrying out the tender works . Further distribution of power ( when received ) shall be done by contractor at his cost. All wiring must comply with local regulations and will be subject to Engineer's inspection and approval before connecting supply.

47.4 Provision of distribution lines of power from the central points to the required place with proper distribution boards observing the safety rules laid down by the authorities of the state shall be done by the contractor, supplying all the materials like cables, distribution board, switch boards, TPN, CBS, ELCBS/ MCCBS / Copper / Brass clamps, copper conductor, change over switches pipes etc. at his own cost. If any failure is caused in supply of the power and water, it is the responsibility of the contractor to make alternate arrangements at his cost. The contractor shall adjust his working shift / hours accordingly and deploy additional manpower if necessary so as to achieve the targets.

47.5 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.

47.6 Adequate lighting facilities such as flood lamps, hand lamps and area lighting shall be arranged by the contractor at the site of construction, contractor's material storage area etc. within finally accepted rates.

<b>TENDER NO. BHEL/ NR/SCT/ ANPARA D/U 6/ CIVIL MAIN AND STR/ 685</b>	
SPECIAL CONDITIONS OF CONTRACT (WORKS)	PAGE 37 O 59

- 47.7 No claim for damages will be entertained by the Company on account of interruptions of water supply or limitation of quantity of water as aforesaid or on account of the water so taken being not fit for construction purposes or on any other account in connection with such water supply.
- 47.8 **CONTRACTOR HAS TO ARRANGE FOR CONSTRUCTION WATER BY PROVIDING SUITABLE BORE WELL WITHIN THE QUOTED RATES.** Contractor to satisfy himself that the water drawn by him is fit for construction / consumption and adequately treat such water at his cost when it is not found fit for the said purposes
- 47.9 The Contractor should make arrangements for storage of sufficient quantity of water required for work.
- 47.10 The Contractor shall during the progress of the work, provide, erect and maintain at his own expenses all necessary temporary workshops, stores, consumables, offices, etc. required for the proper and efficient execution of the work. The planning, setting and erection of these buildings shall have the approval of the Engineer and the Contractor shall at all times keep them tidy and in a clean and sanitary condition to the entire satisfaction of the Engineer.
- 47.11 On completion of work or as and when required by BHEL, all the temporary buildings, structures, pipe lines, cables etc. shall be dismantled and leveled and debris shall be removed as per instruction of BHEL by the contractor at his cost. In the event of his failure to do so, same will be got done by the Engineer and expenses incurred shall be recovered from the contractor along with prevailing overhead. The decision of BHEL Engineer in this regard shall be final.

#### **48.0 PROGRESS REPORTING**

- 48.1 Contractor is required to draw mutually agreed monthly programme in consultation with BHEL well in advance. Contractor shall ensure achievement of agreed programme and shall also timely arrange additional resources considered necessary at no extra cost to BHEL.
- 48.2 Weekly progress review meetings will be held at site during which actual progress during the week vis-a-vis scheduled programme shall be discussed for actions to be taken for achieving targets. The programme for subsequent week shall also be presented by contractor for discussions. The contractor shall constantly update / revise his work programme to meet the overall requirement. All quality problems shall be discussed during above review meetings. Necessary preventive and corrective action, shall be discussed and decided upon in such review meetings and shall be implemented by the contractor in time bound manner so as to eliminate the cause of non-conformities.
- 48.3 The contractor shall submit weekly and monthly progress reports, materials reports, consumables (gases / electrodes) report and other reports as per proforma considered necessary by the Engineer.
- 48.4 The progress report shall indicate the progress achieved against planned , with reasons indicating delays , if any, and shall give the remedial actions which the

<b>TENDER NO. BHEL/ NR/SCT/ ANPARA D/U 6/ CIVIL MAIN AND STR/ 685</b>	
SPECIAL CONDITIONS OF CONTRACT (WORKS)	PAGE 38 O 59

contractor intends to take to make good the slippage or lost time , so that further works again proceed as per the original programme and the slippages do not accumulate and effect the overall programme.

- 48.5 The daily manpower reports shall clearly indicate the manpower deployed, categorywise specifying also the activities in which they are engaged.

#### **49.0 DRAWING AND DOCUMENTS**

- 49.1 The detailed drawings, specifications available with BHEL engineers will form part of this tender specification. These documents will be made available to the contractor during execution of work at site. The contractor will also ensure availability of all drawings / documents at work place.

- 49.2 Necessary drawings / documents by BHEL to carry out the construction work will be furnished to the contractor by BHEL (except those proposed to be prepared by contractor, as mentioned in this contract) on loan which shall be returned to BHEL Engineer at site after completion of work . Contractor shall ensure safe storage and quick retrieval of these documents.

- 49.3 The contractor shall maintain a record of all drawings and documents available with him in a register as per format given by BHEL Engineer. Contractor shall ensure use of pertinent drawings / data / documents and removal of obsolete ones from work place and return to BHEL.

- 49.4 The data furnished in various annexures enclosed with this tender specification are only approximate and for guidance. However, the change in the design and in the quantity may occur as is usual in any such large scale of work.

- 49.5 Should any error or ambiguity be discovered in the specification or information the contractor shall forthwith bring the same to the notice of BHEL before commencement of work. BHEL's interpretation in such cases shall be final and binding on the contractor.

- 49.6 Deviation from design dimensions should not exceed permissible limit. The contractor shall not correct or alter any dimension / details, without specific approval of BHEL.

#### **50.0 DELAY AND EXTENSION OF TIME**

- 50.1 If, in the opinion of the Engineer, the work is delayed

- (a) by reason of abnormally bad weather, OR
- (b) by reason of serious loss or damage by fire, OR
- (c) by reason of civil commotion, local combination of workmen, strike or lockout, affecting any of the trades employed on the work, OR
- (d) by delay on the part of the agency or tradesmen engaged by the BHEL in executing work not forming part of the Contract, OR

(e) by reason of any other cause which in the absolute discretion of the Engineer is beyond the Contractor's control, then in any such case, the Engineer (or higher authority) may make fair and reasonable extension in the completion dates of the individual items of work or the Contract as a whole. Such extension which will be communicated to the Contractor by the Engineer in writing shall be final and binding on the Contractor. No other claim in this respect for compensation or otherwise howsoever is admissible. Upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer but shall nevertheless use constantly his best endeavor to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the Engineer to proceed with the work.

## 51.0 PRICE VARIATION AND OVERRUN

51.1 **The finally accepted rates shall remain firm throughout the contract period i. e. up to schedule completion date.** In case due to reasons not attributable to the contractor, the work gets delayed and scheduled completion gets extended, time extension will be granted by BHEL. The applicable rates during this extension period shall be subjected to price variation provision as per following formula.

$$P1 = \frac{0.75 \times P0 (F1 - F0)}{F0}$$

P1= Increase in billing amount (variation) for the particular month of billing.

P0 = Gross billed amount for the month as per contract provisions.

F1 = All India CPI published by Labour bureau, Simla, Govt. of India, for Industrial workers (Base 2001 =100) applicable for the month under consideration i.e. for which bill has been raised.

F0 = All India CPI published by Labour bureau, Simla, Govt. of India, for Industrial workers (Base 2001 =100) **applicable on the date of schedule completion.**

51.2 Price variation as per above formula will be calculated and paid on the balance works at the time of such extension (excluding payments towards extra works and over run, if any) on month to month basis during extended period. No Price Variation shall be payable for the work executed during contractual completion schedule.

51.3 With the provision of price variation as per above clauses **NO CLAIM / COMPENSATION/OVER RUN** on account of any increase whatsoever, (irrespective of whether escalation are steep/ unanticipated or not compensated by the above escalation provisions in full towards minimum wages, consumables, coarse / fine aggregates, steel , wood, electrodes,

<b>TENDER NO. BHEL/ NR/SCT/ ANPARA D/U 6/ CIVIL MAIN AND STR/ 685</b>	
SPECIAL CONDITIONS OF CONTRACT (WORKS)	PAGE 40 O 59

gases or any other item / reason) will be payable during the entire period of execution including extended period, if any.

## **52.0 INCOME TAX, SERVICE TAX, VAT AND SALES TAX ETC.**

52.1 **TDS under Income Tax, Sales Tax, VAT and surcharge etc**, if any, shall be deducted at prevailing rates on gross invoice value from the running bills unless Exemption Certificate from appropriate Authority / Authorities is furnished.

52.2 **Price quoted shall be inclusive of all taxes except service tax.** This being works contract service, the service tax along with education cess, if any, will be paid against contractor's proper cenvettable invoice. However, contractor shall have to submit proof of service tax deposited by them immediately after the deposit but not later than the next bill submitted after the due date of deposit. The contractor shall furnish proof of Service Tax registration with Central Excise Division covering the services covered under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by contractor on BHEL for this project. The contractor shall obtain prior approval of BHEL before billing the service tax amount and should submit proper CENVATABLE invoice as per Service Tax Rules.

52.3 In VAT applicable States, "Tax Invoice" if required under the relevant State VAT law shall be submitted alongwith other compliances as per concerned VAT Act.

52.4 Contractor shall get his organization registered with concerned sales tax/VAT authorities within 15 days of award of this contract, if applicable. The delay on this account and delay in bringing the material shall be to contractor's account and no extension of time shall be allowed on this account. The sales tax/VAT registration for this contractor shall be forwarded to BHEL within 30 days from the date of LOI. In case the contractor is already registered for sales tax/VAT with Govt. Authorities he must quote his registration no, while submitting their tender.

52.5 Contractor has to make his own arrangement at his cost for completing the formalities (Including arrangement of Road Permits, if any), if required, with Sales Tax/VAT Authorities, for bringing their materials, plants, and equipment at site for the execution of the work under this contract.

## **53.0 TIME SCHEDULE**

- 53.1 The contractor is required to commence the work within 15 days from the date of issue of letter of intent unless BHEL decides to fix any other later date.
- 53.2 Entire work as detailed in tender specification **shall be completed within 25 months from the scheduled date of start of work** as per the programs / milestones indicated by BHEL . Contractor has to mobilise adequate resources to meet BHEL's commitments to their customer as indicated from time to time. **The Contractor is expected to mobilize additional resources to expedite the for achieving of target / milestone and compressing the schedule by one month within the quoted rates as per Rate Schedule, at no extra cost to BHEL. In the event the contractor fails to respond to these requirements, BHEL shall take appropriate actions to meet customer's commitments in line with the provisions of General Conditions of Contract.**
- 53.3 **The various mile stone dates for Unit-6 to be achieved as per the current status of contract, are as below:**

MILE STONES	MONTHS
Release of LOI / Mob Clearance	Zero Date
Mix Design Sample submission	1 <sup>st</sup> week
Mobilisation at site	15 Days
Readiness for Concreting	6 <sup>th</sup> week
Readiness for Start of Fabrication	5 <sup>th</sup> week

MAIN PLANT CIVIL WORKS :

TG Deck Casting	7 <sup>th</sup> Month
Condenser Erection Release	8 <sup>th</sup> Month
Turbine Erection Release	9 <sup>th</sup> Month
Readiness of CCR for Equip Erection	11 <sup>th</sup> Month
Readiness of Switchgear room for Ern	10 <sup>th</sup> Month
Cable vault release for Erection	10 <sup>th</sup> Month
CWPH Erection Release	10 <sup>th</sup> Month
BOP Building completion	15 <sup>th</sup> - 23 <sup>nd</sup> Month
Aux Building Completion	15-25 <sup>th</sup> Month

STRUCTURE ERECTION :

A-B-C Bay Column Erection	3 <sup>rd</sup> - 6 <sup>th</sup> Month
Erection of Roof Truss	5 <sup>th</sup> - 7 <sup>th</sup> Month
Erection of Floor Beams	6 <sup>th</sup> - 13 <sup>th</sup> Month

Completion of Roof Beams	10 <sup>th</sup> Month
Finishing works completion	15 <sup>th</sup> Month
Erection Start of Bunker Columns	5 <sup>th</sup> Month
Roof and Truss Erection	6 <sup>th</sup> – 9 <sup>th</sup> Month
Floor Beam Completion	12 <sup>th</sup> Month
Bunker erection	10 <sup>th</sup> - 16 <sup>th</sup> Month
Pipe Rack Completion	17 <sup>th</sup> Month
Finishing works completion	20 <sup>th</sup> Month

Detailed L2 /L3 will be submitted for approval by the successful bidder of Part-A and Part- B within 2 weeks of issue of LOI .

- 53.4 In case due to reasons not attributable to the contractor, the work gets delayed and scheduled completion gets extended, time extension will be granted by BHEL but in no case over run compensation will be payable.
- 53.5 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. The decision of BHEL on completion date shall be final and binding on the contractor.

#### **54.0 TERMS OF PAYMENT**

##### **54.1 ADVANCE PAYMENT**

- (a) **5%** of the contract value shall be paid as interest bearing advance against submission of a Bank Guarantee as per BHEL format given at Annexure – **IX** of this NIT for an amount equal to 1.25 times of advance valid for **12 months** initially and thereafter extension for a period upto which the advance is fully adjusted. The interest chargeable shall be Prime Lending Rate of State Bank of India plus 2%.
- (b) The advance paid shall be recovered from the contractor's progressive bills to an extent of **10%** of each progressive bill amount along with interest charges till it is fully recovered. The BG amount shall be allowed to be reduced every six months by an amount equal to the amount adjusted against running bills.
- (c) The BG shall be returned after full adjustment of the entire amount of advance along with interest.
- 54.2 The Contractor shall be paid monthly running bill to a maximum of 95% of the value of the work actually executed on site provided the work has been executed to the satisfaction of the Engineer. **BHEL site in-charge, at his discretion can split this 95 % payment, to facilitate site operations.** The Engineer may after a measured bill allow & certify payment to the

contractor on the basis of abstract measurement bill submitted by the contractor. Contractor will also submit the floppy / CD containing abstract & measurement sheets of the bill which will be returned to him after correction for further resubmission of bill. From this amount recovery such as advances, security deposit taxes etc. would be made. The certificate of the Engineer regarding such approval and passing of sums so payable shall be final and conclusive against the contractor.

- 54.3 The 2.5% Final contract value (worked out based on actual work carried out) shall be payable on completion of all pending work, rework wherever required, site clearing and reconciliation of materials.

**NOTE:** Above payment shall be released after working out the contract value based on actual work carried out.

- 54.4 The balance 2.5% of final contract value will be payable on submission and passing of Final bill. The certificate of Engineer regarding such approval and passing of sums shall be final and conclusive against the contractor.

- 54.5 Any certificate relating to the work done may be modified by any subsequent interim certificates or by the final certificates and no certificate of the Engineer supporting an advance payment shall of itself be conclusive evidence that any work or materials to which it relates are in accordance with the contract.

## **55.0 INSURANCE**

Besides provisions under clause no. 29.0 of GCC regarding insurance, the following shall also be applicable. The contractor shall also take care of the same while submitting their offer.

- 55.1 BHEL / its customer shall arrange for insuring the materials of BHEL / its customer covering the risks during transit, storage, erection and commissioning.
- 55.2 If due to negligence/ carelessness on the part of the contractor, any material/ equipment gets damaged, the contractor shall submit necessary documents for lodging insurance claims as required by BHEL Engineer. BHEL shall however reserve the right to recover deductible franchise and also unsettled portion of insurance claim amount from the contractor.
- 55.3 If due to negligence/ carelessness on the part of the contractor, any surrounding properties also get damaged, the contractor shall submit necessary documents for lodging insurance claims as required by BHEL Engineer. BHEL shall however reserves the right to recover deductible franchise and to unsettled portion of insurance claim amount from the contractor.

<b>TENDER NO. BHEL/ NR/SCT/ ANPARA D/U 6/ CIVIL MAIN AND STR/ 685</b>	
SPECIAL CONDITIONS OF CONTRACT (WORKS)	PAGE 44 O 59

55.4 The contractor may note that BHEL T&Ps / IMTEs are not insured. The Contractor will take necessary precautions and due care to protect the same while in his custody from any damage/ loss till the same is handed over back to BHEL. In case the damage / loss is due to carelessness/ negligence on the part of the contractor, the Contractor is liable to get them repair/ replaced immediately and in case of his failure to do so within a reasonable time ,BHEL will reserve the right to recover the loss from the contractor.

## **56.0 RATE SCHEDULE CUM BOQ/VARIATION**

56.1 Contractor shall fully understand description and scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under these specification shall be covered within the quoted / finally accepted rates.

**56.2** The Tenderer shall quote the prices/rates for entire scope of work as per the rate schedule only, in part II price bid (Original). Conditional price bids or price bids with any deviation / clarification etc. are liable to be rejected. No cutting / erasing / over writing shall be done.

## **56.3 DELETED**

56.4 Quantities mentioned in the rate schedules are approximate only and liable for variation. The tentative contract value (CV) for entire scope of work shall be calculated as per finally quoted / accepted item rates & the quantities indicated in Rate Schedule cum BOQ.

56.5 Contractor's total quoted price as per rate schedule will be taken as tentative only. The contractor undertakes to erect / commission actual quantities as per advice of BHEL Engineer and accordingly the final contract price shall be worked out on the basis of quantities actually erected 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 item quantity. **However, in case of overall reduction in contract value beyond 30%, the contractor will be eligible for compensation as per the following provision:**

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

Contractors are requested to take above into account while quoting the unit rates quoted as per Rate Schedule so as to take care of such variation during execution stage.

## **57.0 FINAL BILL**

<b>TENDER NO. BHEL/ NR/SCT/ ANPARA D/U 6/ CIVIL MAIN AND STR/ 685</b>	
SPECIAL CONDITIONS OF CONTRACT (WORKS)	PAGE 45 O 59

57.1 As soon as possible after the completion of the work to the satisfaction of the Engineer, the Contractor shall prepare a certified final accounts on BHEL forms, in duplicate. It shall be accompanied by the all **abstracts**, vouchers, etc. in support thereof and shall be prepared in the manner prescribed by the Engineer.

## **58.0 LIQUIDATED DAMAGES(LD)**

58.1 For delay in completion of work attributable to the contractor, the LD shall be applicable at the rate of ½% of the contract value per week of delay or part thereof limited to a ceiling of 10% of the contract value as mentioned under clause no.25.5 of the GCC of the tender.

## **59.0 SECURITY DEPOSIT**

59.1 The contractor shall submit Security Deposit within 15 days from the date of issue of LOI as per clause no. 16.2 of the General Conditions of Contract (GCC). In case the contractor opts to furnish Bank Guarantee as a part of Security Deposit, the BG shall be issued as per the Performa enclosed as per Annexure-H of the GCC and also that the BG should be issued preferably through any of the Member Banks listed in the GCC;

For BG through any other Nationalized Bank (Not covered in the list of Member Banks of GCC), the discretion of its acceptance shall lie solely with BHEL.

## **60.0 OTHERS**

60.1 In case of any contradiction between General Conditions of Contract (GCC) and Special Conditions of Contract (SCC), the latter shall prevail.

60.2 The tenderer shall specifically confirm he has inspected the site of work and is fully conversant with the prevailing conditions under which work is to be executed and will not raise claim of any nature due to lack of knowledge of site condition. He will also confirm that local taxation laws at the site have been clearly understood by him.

60.3 The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of pre-qualification evaluation / Techno-commercial bids and acceptance of BHEL's customer for this work i.e M/s UPRUVNL. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.

60.4 Bidder's selection is subject to approval of BHEL's customer for this work i.e M/s UPRUVNL.

**Annexure-I**

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

SL NO	EQUIPMENT	REMARKS
1	CRAWLER CRANE 100 / 135 MT	ON SHARING BASIS
2	CRAWLER CRANE 200 / 250 / 272 MT	ON SHARING BASIS

**NOTE:**

1. The above mentioned suitable capacity crane without slings & lifting tackles will be provided by BHEL on free of hire charges and on sharing basis. All other terms & conditions shall be as per tender clause no. 38. The 200 / 250 MT crane will be provided for Upper Structures of Bunker Bay
2. The operation & day to day maintenance of the cranes shall be carried out the Contractor. The contractor at his cost shall provide required qualified and approved operator, routine maintenance crew and fuel for operation of crane. All lubricant such as mobil oil, gear oil, brake oil, hydraulic oil, torque converter oil, , grease for cranes and filters will be issued free of cost by BHEL. Scheduled maintenance of the Crane will be carried out by BHEL for which the maintenance crew will assist.

**Annexure-II**

**INDICATIVE LIST OF T & P TO BE ARRANGED BY THE CONTRACTOR AT HIS OWN COST**

SL NO	EQUIPMENT	QTY
1	16 HYDRA	2 NO
2	18 MT CRANE	1 NO
3	40 / 45 MT CRANE	2 NO
4	75 MT CRANE	1 NO
5	100 MT CRANE	1 NO
6	MIG MACHINE	10 NO
7	WELDING RECTIFIER	40 NO
8	15/20 MT TRAILORS WITH PULLING UNIT / TRACTOR – TRAILORS	3 NO
9	30/40 MT TRAILORS WITH PULLING UNIT / TRACTOR – TRAILORS	1 NO
10	NEW PLC OPERATED BATCHING PLANT (MIN 30 CUM PER HOUR)	1 NO
11	TRANSIT MIXERS	6 NO
12	CONCRETE PUMPS ( MIN 20 M <sup>3</sup> / HR , 70 M LIFT )	3 NO
13	HYD EXCAVATORS / POCLAINS / JCB	5 NO
14	DUMPERS	10 NO
15	DOZERS	2 NO
16	AIR COMPRESSORS	1 NO
16	PORTABLE / MINI BATCHING PLANT	2 NO
16	CONCRETE VIBRATORS	AS PER REQUIREMENT
17	SUBMERSIBLE PUMP ( DIESEL / ELEC )	3 NO
18	DE WATERING PUMP – 5/10/25 HP	3 NO
19	SLUDGE / SLURRY PUMP ( DIESEL / ELEC )	3 NO
20	POWER DRIVEN EARTH RAMMER	2 NOS

SL NO	EQUIPMENT	QTY
21	PLATE COMPACTOR	2 NOS
22	VIBROMAX	1 NOS
23	ROAD ROLLER	2 NOS
24	WINCH WITH BUILDING HOIST	4 NOS
25	REINFORCEMET CUTTING / BENDING MACHINE	4 NOS
26	WATER TANKER WITH SPRINKLER	4 NOS
27	DG SET 125 kVA	1 NOS
28	WELDING MACHINES	AS PER REQUIREMENT
29	HEATING OVEN	AS PER REQUIREMENT
30	PORTABLE OVENS	AS PER REQUIREMENT
31	PORTABLE LIGHTING MAST / LIGHTING SYSTEM	AS PER REQUIREMENT
32	PNUEMATIC JACK HAMMER	AS PER REQUIREMENT
33	PLY SHUTTERING BOARD WITH ADEQUATE SUPPORTING STRUCTURE	AS PER REQUIREMENT
33	ALL SCAFFOLDING MATERIALS	AS PER REQUIREMENT
34	CEMENT STORAGE SHED OF MIN 400 MT CAPACITY	1 NOS

## NOTES:

- The above list specifies only major T&P (may not be complete to be deployed by the contractor). All additional / other tools and plants including trucks & devices, tackles, machines, measuring instruments etc. in good and safe working conditions which are required for satisfactory & timely completion of work shall also be deployed by the contractor within finally accepted rate / price. **Contractor has to mobilize / maintain adequate numbers of equipments for meeting the Concreting and Structural Fabrication and Erection**
- Other terms and conditions regarding above items please also refer clause 38 T&P/IMTEs).

**INDICATIVE LIST OF IMTEs TO BE ARRANGED BY THE CONTRACTOR  
AT HIS OWN COST**

SL NO	EQUIPMENT	QTY
1	TOTAL STATION	2 NO
2	THEODOLITE ONE SECOND ACCURACY	3 NO
3	AUTO LEVEL AND STAFF	2 NO
4	DUMPY LEVEL UPTO 350 MM	2 NO
5	AUTOMATIC COMPRESSION TESTING MACHINE(2000KN)	1 NO
6	CONSTRUCTION MATERIAL TEST EQUIPMENT	AS PER REQUIREMENT
7	CUBE MOULDS(150MM SIZE)	75 NOS
8	CONCRETE slump cone WITH TAMPING ROD	4 SET
9	SIEVES OF DIFFERENT SIZES FOR FINE & COARSE AGGREGATE TESTING (FULL SET)	1 SET
10	SIEVE SHAKER	1 NO
11	AGGREGATE IMPACT TEST MACHINE	AS PER REQUIREMENT
12	OVEN (CAPACITY 120LTR, RANGE – 250C)	1 NO
13	PHYSICAL BALANCE FOR LAB WORK	1 NO
14	MOISTURE CONTAINER(STEEL/ALUMINIUM)	5 NOS
15	CORE CUTTER TEST APPARATUS	3 SETS
16	RAPID MOISTURE METER	2 NOS
17	VICAT APPARATUS WITH PLUNGERS FOR CEMENT TESTING	1 SET
18	CUBE MOULDS (70MM SIZE)	6 NOS

**NOTES:**

1. The above list specifies only major IMTEs (may not be complete to be deployed by the contractor). Contractor has to set up the field laboratory with facilities required for material & concrete testing. All additional / other IMTEs / measuring instruments etc. in good and safe working conditions which are required for satisfactory & timely completion of work shall also be deployed by the contractor within finally accepted rate / price.
2. Other terms and conditions regarding above items please also refer clause 38 T&P/IMTEs).

**LIST OF DRAWINGS & SPECIFICATIONS.**

**Detailed Drawings & Specifications are available only in hard copy and bidders are requested to purchase total tender specification from BHEL PSNR before submission of offer**

S.NO	TITLE
1.	SPECIFICATION NO <b>PE-TS-298-600-C005</b> , Section D, Sub-section D1 to D24 as follows:
D1	EARTHWORK IN EXCAVATION AND BACKFILLING
D2	CEMENT CONCRETE (PLAIN & REINFORCED)
D3	FORMWORK
D4	FABRICATION OF STRUCTURAL STEEL WORK
D5	ERECTION OF STRUCTURAL STEELWORK
D6	REINFORCED CONCRETE MULTI FLUE STACK
D7	ROAD AND DRAINAGE
D8	MASONRY AND ALLIED WORKS
D9	FINISH TO MASONRY AND CONCRETE
D10	FLOOR FINISH AND ALLIED WORKS
D11	FALSE FLOORING
D12	CARPENTRY AND JOINERY
D13	SUSPENDED CEILING
D14	METAL DOORS, WINDOWS, VENTILATORS, LOUVERS ETC.
D15	GLASS AND GLAZING
D16	ROLLING STEEL SHUTTERS AND GRILLS
D17	MISCELLANEOUS METAL
D18	PAINTING, WHITEWASHING, POLISHING
D19	ROOF AND UNDERGROUND STRUCTURES WATER PROOFING, INSULATION AND ALLIED WORKS
D20	SHEETING WORK IN ROOF AND SIDING
D21	WATER SUPPLY
D22	DRAINAGE AND SANITATION
D22	SITE LEVELLING
D23	ANTI TERMITE
D 24	ROOF DECKING

**ANNEXURE-V**

**CERTIFICATE OF DECLARATION FOR CONFIRMING THE KNOWLEDGE OF SITE CONDITIONS**

We,.....

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

Tenderer's Name and Address.

Place:

(Signature of the Tenderer's With stamp)

Date:

**ANNEXURE-VI**

**NON DISCLOSURE AGREEMENT**

**Memorandum of Understanding**

**BHEL PSNR is committed to Information Security Management System as per Information Security Policy.**

**M/s.....  
providing.....service to BHEL PSNR, Noida hereby undertake to comply with the following in line with Information Security Policy of BHEL PSNR;**

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.**
  
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PSNR.**

( )

M/s. BHEL, PSNR

( )

M/s.....

<b>TENDER NO. BHEL/ NR/SCT/ ANPARA D/U 6/ CIVIL MAIN AND STR/ 685</b>	
<b>SPECIAL CONDITIONS OF CONTRACT (WORKS)</b>	<b>PAGE 53 O 59</b>

**ANNEXURE-VII**

**FORMAT FOR E-PAYMENT DETAILS : - BHEL-PSNR-NOIDA**

(To be given in Company letterhead)

**Beneficiary Name** :

**Bank Name & Branch** :

**M ICR Code (9 Digit)** :

**IFSC CODE** :  
**(VALID FOR NEFT)**

**Beneficiary Account No.** :

**Beneficiary E-mail ID** :  
**(for payment confirmation)**

<b>TENDER NO. BHEL/ NR/SCT/ ANPARA D/U 6/ CIVIL MAIN AND STR/ 685</b>	
SPECIAL CONDITIONS OF CONTRACT (WORKS)	PAGE 54 O 59

**ANNEXURE - VIII**

**FORMAT OF UNDERTAKING**  
**(To be submitted in the bidder's letter head)**

**REF:**

**Dt.**

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

**Sub.: Tender for Construction of all the Main Civil, Structural & Architectural works in main plant area and BOPs related to buildings and foundations including supply of all materials except those proposed to be supplied by BHEL for UNIT - 6 at Anpara-D Thermal Power Plant (PTPP) of 2 x 500 MW units (UNIT 6 &7 ) of UPRUVNL at Anpara , Sonebhadra , UP.**

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited Anpara site before submission of our offer and noted the job content & site conditions etc.

We also confirm that we have not changed / modified the tender documents as appeared in the website and in case of observance at any stage, it shall be treated as null and void. We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted offer strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)



irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of the said sum of Rs.\_\_\_\_\_ (Rupees\_\_\_\_\_ only) any claim made by the Company on them for the loss or damage caused to or suffered by the Company by reasons of the Company not being able to recover in full the advance with interest as aforesaid.

- (2) The decision of the Company whether the Contractor has failed to utilise the said advance or any part thereof for the purpose of the Contract and / or as to the extent of loss or damage caused to or suffered by the Company by reason of the Company not being able to recover in full the said sum of Rs.\_\_\_\_\_ with interest if any shall be final and binding on the Guarantor, irrespective of the fact whether the Contractor admits or denies the default or questions the correctness of any demand made by the Company in any Court Tribunal or Arbitration proceedings or before any other Authority.
- (3) The Company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the Contract or extend time of performance by the Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the Contractor and either enforce or forebear from enforcing any of the terms and conditions governing the Contract or securities available to the Company and the Guarantor shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reasons of time being given to the Contractor or any other forbearance, act or commission on the part of the Company or any indulgence by the Company to the Contractor or of any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from its liability under this guarantee.
- (4) The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period till the Company discharges this Guarantee, subject to however, that the Company shall have no claim under this Guarantee after\_\_\_\_\_ i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.
- (5) The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the Contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.
- (6) It shall not be necessary for the Company to proceed against the Contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the Company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealised.

<b>TENDER NO. BHEL/ NR/SCT/ ANPARA D/U 6/ CIVIL MAIN AND STR/ 685</b>	
SPECIAL CONDITIONS OF CONTRACT (WORKS)	PAGE 57 O 59

- (7) Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_). Our guarantee shall remain in force until \_\_\_\_\_, i.e. the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time. Unless a claim or demand under this guarantee is made against us on or before-----, we shall be discharged from our liabilities under this Guarantee thereafter.
- (8) Any claim or dispute arising under the terms of this documents shall only be enforced or settled in the courts at New Delhi/ Delhi only.
- (9) The Guarantor hereby declares that it has power to execute this Guarantee under its Memorandum and Articles of Association and the executant has full powers to do so on its behalf under the Power of Attorney dated\_\_\_\_\_ (To be incorporated by the Bank) granted to him by the proper authorities of the Guarantor.

IN WITNESS whereof the \_\_\_\_\_(Bank) has hereunto set and subscribed its hand the day, month and year first, above written.

Signed for and on behalf of the Bank

WITNESSES

1. Name & Address

2. Name & Address

Notes:

1. The above BG shall be executed on the non-judicial stamp papers of adequate value procured in the name of the Bank in the state where the Bank is located.
2. The above BG is required to be sent by the executing bank directly to BHEL at the address where tender is submitted /accepted under sealed cover.

<b>TENDER NO. BHEL/ NR/SCT/ ANPARA D/U 6/ CIVIL MAIN AND STR/ 685</b>	
SPECIAL CONDITIONS OF CONTRACT (WORKS)	PAGE 58 O 59

## ANNEXURE – X

### **GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)**

Against this enquiry for the subject item / system with detailed scope of supply as per our tender specification, BHEL-PSNR, NOIDA may resort to “REVERSE AUCTION PROCEDURE” i.e. **ONLINE BIDDING on INTERNET.**

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
3. In case BHEL decides to conduct reverse auction, BHEL’s service provider shall contact the vendor directly and impart them the training.
4. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
5. Vendors have to fax the compliance form in the prescribed (provided by service provider) before start of Reverse auction. Without this the vendor will not be eligible to participate in the event.
6. **Total Price quoted shall be inclusive of all taxes except service tax in line with the NIT conditions for the subject work in Indian Rupees (INR), which is to be worked out as per the BOQ (Rate Schedule) given in tender enquiry and subsequent changes made, if any. EXCEL Sheet shall be provided, if applicable.**
7. Reverse auction will be conducted on schedule date & time.
8. At the end of reverse auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to fax the duly signed filled-in prescribed format as provided on case-to-case basis to BHEL through service provider after completion of event on the same day preferably.
10. Any variation between the on-line bid value and signed document will be considered as sabotaging the tender process and will invite disqualification of vender to conduct business with BHEL as per prevailing procedure.
11. In case BHEL decides not to go for Reverse auction procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with BHEL shall be opened as per BHEL standard practice.

**ANNEXURE - XI**

**Authorization of representative who will participate in the  
on line Reverse Auction Process;**

1	NAME & DESIGNATION OF OFFICIAL	
2	POSTAL ADDRESS (COMPLETE)	
3	TELEPHONE NOS. (LAND LINE & MOBILE BOTH)	
4	FAX NO.	
5	E-MAIL ADDRESS	
6	NAME OF PLACE/ STATE/ COUNTRY, WHEREFROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION	

**INTEGRITY PACT**

**Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

**and**

\_\_\_\_\_, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

**Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for \_\_\_\_\_

\_\_\_\_\_. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1 – Commitments of the Principal**

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - 1.1.2 The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

### **Section 2 – Commitments of the Bidder(s)/ Contractor(s)**

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in

order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 The Bidder(s)/ Contractor(s) 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.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" framed by the Principal.

#### **Section 4 – Compensation for Damages**

- 4.1 If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

#### **Section 5 – Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors**

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his sub-contractors a commitment consistent with this Integrity Pact. This commitment shall be taken only from those sub-contractors whose contract value is more than 20% of Bidder's/ Contractor's contract value with the Principal.
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

### **Section 7 – Criminal Charges against violating Bidders/ Contractors /Sub-contractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

### **Section 8 –Independent External Monitor(s)**

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or

take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- 8.6 The Monitor will submit a written report to the CMD, BHEL, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL, has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.10 The word 'Monitor' would include both singular and plural.

### **Section 9 – Pact Duration**

- 9.1 This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.
- 9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

**Section 10 – Other Provisions**

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

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 For & On behalf of the Principal  
 (Office Seal)

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 For & On behalf of the Bidder/ Contractor  
 (Office Seal)

Place-----  
 Date-----

Witness: \_\_\_\_\_  
 (Name & Address) \_\_\_\_\_  
 \_\_\_\_\_

Witness: \_\_\_\_\_  
 (Name & Address) \_\_\_\_\_  
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