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ORIGINAL COPY**

TENDER SPECIFICATION

FOR

Construction of site office, storage shed and other infrastructure facilities at 1 X 125MW Barsingsar Thermal Power Project at Barsingsar, Bikaner, Rajasthan.

PART I – TECHNICAL BID



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



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

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

Tender No. BHEL:NR(SCT): BARSINGSAR:OFFICE SHED:333

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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TENDER NOTICE

Sealed tenders are invited from the contractors fulfilling qualifying requirements for Construction of site office, storage shed and other infrastructure facilities at 1 X 125MW Barsingsar Thermal Power Project at Barsingsar, Bikaner, Rajasthan.

Tender No. BHEL:NR(SCT): BARSINGSAR:OFFICE SHED:333

QUALIFYING REQUIREMENTS:

“Tenderers who wish to participate should have carried out one single work of similar nature of around Rs. 84 lacs or two works of similar nature of around Rs. 53 lacs each or higher contract value during the last five years as on 31.03.2006 and also have an average annual financial turnover of minimum of Rupees 158 lacs during last three years (2002-03, 03-04 and 04-05)”.

NOTES:

- (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) Bar chart
 - (e) Drawing
- (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, shall remit Rs.1000/- (Rupees One thousand only) in the form of crossed demand draft (non-refundable), in favour of BHEL, NOIDA along with their offer
- (iii) Bidder(s) can also purchase hard copy of tender documents from this office. Tender documents (non transferable) will be issued on all working days between 09.30 Hrs. to 12.30 Hrs within the sale period i.e **upto 02.05.2006** on payment of Rs.1,000/- (non-refundable) either in cash or by crossed demand draft in favour of BHEL, NOIDA. Request for issue of tender document should clearly indicate Tender No. and work.

- (iii) Tenders must be submitted to the undersigned **latest by 02.05.2006** before opening of technical bids commences. Technical bids shall **be opened at 15.30 Hrs. on 02.05.2006**.
- (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) BHEL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
- (viii) BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
- (ix) Purchase Preference will be given to CPSUs as per Govt. Guidelines.

AGM/SCP



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DOMESTIC NOTICE INVITING TENDER

LAST DATE OF SALE : 02.05.2006
DATE OF OPENING : 02.05.2006

NIT NO. / NAME OF WORK
<p style="text-align: center;">Tender No. BHEL:NR(SCT): BARSINGSAR:OFFICE SHED:333</p> <p>Sealed tenders are invited from the contractors fulfilling qualifying requirements for Construction of site office, storage shed and other infrastructure facilities at 1 X 125MW Barsingsar Thermal Power Project at Barsingsar, Bikaner, Rajasthan.</p>

NOTES

1. Purchase Preference will be given to CPSU as per Govt. Guidelines.
2. Please visit our website at www.bhel.com for details of NIT including Qualifying Requirements.
3. 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.

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PROCEDURE FOR SUBMISSION OF SEALED TENDERS:

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

TECHNICAL BID (COVER-I)

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

PRICE BID (COVER-II)

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

2 X 125 MW THERMAL POWER PROJECT, BARSINGSAR (RAJ.)

M/s Nevyeli Lignite Corporation Ltd., Nevyeli, a Govt of India Enterprise with Head Office at Distt Cuddalore, Tamilnadu has entrusted BHEL for Erection, Testing And Commissioning of 2 x 125 MW Thermal Power Project at Barsingsar, Distt. Bikaner, Rajasthan. The Thermal Power Project at Barsingsar is a lignite based Power House.

The site location is about 25 KM South west of Bikaner (8 KM west of Palana on NH – 89 Bikaner-Jodhpur-Ajmer road and 15 Km from Bikaner-Jaisalmer-Kandla NH - 15). Palana is the nearest Railway station on Merta Road – Bikaner Section of Northern Railways. The nearest Airport is at Jodhpur

All bidders are advised to visit site and acquaint themselves with the condition prevailing at site before quoting for the work.

SECTION - III

SPECIAL CONDITIONS OF CONTRACT

Clause No.	Title
34.0	Scope of Work
35.0	Instruction to Tenderers
36.0	Contractor's Supervision
37.0	Supervisory Staff & workmen
38.0	Tools & Plants / IMTEs
39.0	Material
40.0	Execution of the work
41.0	Methods of measurement
42.0	Deviation
43.0	Valuation of deviation
44.0	Compliance to regulation & byelaws
45.0	Facilities to be provided by BHEL/ Contractor
46.0	Progress reporting
47.0	Drawing & documents
48.0	Delay & Extension of Time
49.0	Price Variation
50.0	Taxes & Duties
51.0	Time Schedule
52.0	Terms of payment
53.0	Rate schedule cum BOQ
54.0	Final Bill
55.0	Performance Guarantee
56.0	Liquidated Damages (LD)
57.0	Security Deposit
58.0	Others

SECTION-III

SPECIAL CONDITIONS OF CONTRACT

34.0 SCOPE OF WORK

- 34.1 The tender specification covers the construction of all works for development of BHEL site office and storage area with two covered stores and one semi-covered shed at [Barsingsar Thermal Power Project \(BTPP\) of NLCL at Barsingsar, Bikaner, Rajasthan](#). Work under this tender includes supply & erection of steel trusses, columns etc, [GI / AC](#) sheet roofing and false ceiling, steel / wooden door, WBM / "kankar" roads, plumbing, sanitation, sewage, electrical works etc. including supply of all materials, labour, consumables, transportation, sample testing etc.
- 34.2 The scope of work shall generally include but not limited to the construction of the following. The contractor is required to carry out all the items indicated in the BOQ cum rate schedule.
- (a) Office shed with tubular trusses, AC roof sheeting and brickwork walls. The indicative layout plan of the office shed is attached for reference.
 - (b) Internal electrification work
 - (c) Plumbing, sanitation and sewerage work
 - (d) Septic Tank
 - (e) Fencing, [RCC sleepers](#) etc
- 34.3 The work to be performed under this specification consists of providing labour, supervision, all materials (except those to be issued by BHEL as free issue items), scaffoldings, Construction equipment, tool & plants, supplies, transportation and storage of all items including such items which are not shown or specified but reasonably implied or necessary for successful completion of work including contractor's supervision and in accordance with drawings and specifications.
- 34.4 The work under this contract shall be carried out as per BOQ Cum Rate Schedule. In case the description / specifications as per BOQ are found to be incomplete [CPWD Bikaner](#) specifications shall be followed. Quantities mentioned in the rate schedules are approximating only and liable for variation due to change of scope of work / variation in schedule of quantities, changes in design etc. The tenderers shall undertake to execute actual quantities as per advice of BHEL Engineer and accordingly the final contract price shall be worked out on the basis of quantities actually 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 quantity. **However, in case of over all variation in Contract value (as indicted in LOI), beyond (minus) 30%, the contractor will be eligible for compensation as per the following provision:**

“The total 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 contractor confirms that unit rates quoted above take care of such variation during execution stage.

34.5 BHEL-Power Sector (NR) is 9001-2000, ISO 14001-1996 and OHSAS 18001-1999 certified company and has been recommended for SA 8000 certification.. Work quality to customer's satisfaction, system requirements, health, safety & environmental protection are the basic essence of these certification. The contractor in all respects will organize his work, systems, process control documentation, T&Ps, inspection, measuring and testing equipments etc. meeting above requirements 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 minimising risk arising from occupational health, safety hazards, controlling pollution and wastage.

Besides the above, technical clearances from respective statutory bodies for the above shall be obtained by contractor at their cost to meet regulatory/statutory requirements.

Contractor shall arrange for following provisions of HSE

1. Contractor has to maintain contact with local Hospital having scanning & other ultra modern medical facilities required during emergency.
2. Contractor has to ensure that adequate First Aid facilities are available at work site for emergency purpose.

34.6 Tenderer may note that as the place of work is inside the POWER PROJECT and being manned by Security Force of NLCL, all necessary system related to entry of men, vehicle & material, safety & security systems, work permit system etc. as applicable will have to be followed by the contractor.

34.7 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.

34.8 In order to meet the environmental concerns it is expected that the contractor shall plant, protect and maintain at least **200 trees** in the vicinity of the project as per the advice of the Engineer **within 3 months** of LOI and maintain them till the end of contract.

35.0 INSTRUCTIONS TO TENDERERS

35.1 The tenderers 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 '**BHEL** 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 **BHEL** 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 at least 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 **BHEL** Engineer capable of receiving instructions of the **BHEL** Engineer and of executing the work to the satisfaction of the **BHEL** Engineer.

36.4 If the Contractor fails to appoint a suitable Engineer /Agent as aforesaid, the **BHEL** 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 **BHEL** Engineer may consider necessary.
- 36.7 The Contractor or his accredited Agent shall attend, **whenever** required and without making any claim for doing so, either the office of the **BHEL** 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 specifications. 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 removes 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., and 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 their 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 masons, carpenter, bar binder, welder, piling rig operators, 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 **shall recover additional cost from the contractor's bills as per BHEL norms.**

- 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 All the T&Ps and IMTEs (Inspection Measuring and Testing Equipment) 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. 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.
- 38.2 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.
- 38.3 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.
- 38.4 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.
- 38.5 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.

- 38.6 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.
- 38.7 BHEL shall have lien on all T&PS, 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.
- 38.8 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&P, for timely and successful completion of the job, to any extent over and above those indicated in the above deployment plan (including those which are not covered in the plan submitted) without any compensation on this account.

39.0 MATERIALS

- 39.1 The contractor shall, at his own expenses (Inclusive of Taxes), provide all materials required for the work.
- 39.2 All stores and materials to be provided by the Contractor shall be of the best kind in conformity with the specifications laid down in the contract or as per relevant Indian standard and the Contractor shall, if requested by the **BHEL** Engineer, furnish proof to the satisfaction of **BHEL** Engineer that the materials so comply.
- 39.3 The Contractor shall, at his own expense and without delay, supply to the **BHEL** Engineer samples of materials proposed to use in the works. The **BHEL** Engineer shall within seven days of supply of samples or within such further period as he may require will intimate to the Contractor in writing, whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the **BHEL** Engineer for his approval fresh samples complying with the specifications laid down in the Contract. Any delay in approval of samples (original or fresh ones) shall not make the contractor eligible for any compensation.

- 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 / specifications issued after submission of the tender.
- 39.6 The **BHEL** Engineer shall be entitled to have tests carried out as specified in the Contract for any materials supplied by the Contractor other than those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Engineer may require for the purpose. If no tests are specified in the Contract, and the Engineer requires such tests, 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 **BHEL** 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 **BHEL** Engineer along with prevailing departmental charges (current rate of 30%). BHEL reserve the right not to issue any material. The non-issue of such material will not entitle the Contractor for any compensation whatsoever either in time or in cost.
- 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 would be allowed to use 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 EXECUTION OF WORK

- 40.1 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 **BHEL** Engineer shall be final & binding.
- 40.2 The **BHEL** 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.
- 40.3 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 **BHEL** 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 use 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. The contractor within the finally accepted rates shall also arrange periodical calibration for the same.

40.4 SETTING OUT

40.4.1 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 benchmark **shall** 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 contractor's expenses.

40.4.2 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.

40.5 SITE DRAINAGE

40.5.1 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 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.

40.6 INSPECTION AND STAGE APPROVAL OF THE WORK

40.6.1 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.

40.6.2 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.

40.7 UNCOVERING AND MAKING GOOD

40.7.1 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.

40.8 DISCREPANCIES AND ADJUSTMENT OF ERRORS

40.8.1 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.

40.8.2 In case of discrepancies between schedule 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.

40.8.3 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.

40.8.4 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.

40.8.5 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 **scope.**

40.9 SAFETY CODE

40.9.1 Besides provision with regard to SAFETY under Clause 27 of GCC, Contractor shall note that Explosives shall not be used on the work by contractor except with prior 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 also be liable for all damages, losses and injury to any person or property due to storage/ and shall be responsible for complying with all statutory obligations in this respect.

40.10 NUISANCE

40.10.1 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.

40.11 MATERIAL OBTAINED FROM EXCAVATION

40.11.1 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.

40.12 TREASURE, TROVE, FOSSILS etc.

40.12.1 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.

40.13 PROTECTION OF WORKS

- 40.13.1 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.
- 40.13.2 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.
- 40.13.3 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 concern. 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.

40.14 RECORD FOR MATERIALS CONSUMED

- 40.14.1 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 also to furnish the test results of the concrete cubes, bricks, stone aggregates and other materials used in the work as per IS specifications.

40.15 PROTECTION OF EMBEDMENTS, BOLTS ETC.

- 40.15.1 The contractor shall ensure proper protection to the satisfaction of the Engineer, of all bolts, inserts, embedment 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.

40.16 CLEARANCE OF SITE AND REPAIRS.

- 40.16.1 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.

40.17 QUALITY ASSURANCE

- 40.17.1 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.

40.18 COMPLETION OF WORK

- 40.18.1 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.
- 40.18.2 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.
- 40.18.3 The Engineer shall certify to the contractor the date on which the work is completed and the date thereof.

40.19 RECORDS AND MEASUREMENTS

- 40.19.1 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.
- 40.19.2 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.
- 40.19.3 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.
- 40.19.4 The Engineer shall give reasonable notice in writing to the Contractor of appointment for measurement.
- 40.19.5 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.
- 40.19.6 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.

40.19.7 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.

40.19.8 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.

40.19.9 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 tender.
- (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.

41.0 METHOD OF MEASUREMENT

41.1 Method of measurements if not specified in the tender, shall be as per relevant IS Codes / CPWD codes.

42.0 DEVIATION

42.1 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.

42.2 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.

43.0 VALUATION OF DEVIATIONS

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

- 43.1 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.
- 43.2 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.
- 43.3 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.
- 43.4 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.

44.0 COMPLIANCE TO REGULATIONS AND BYELAWS

- 44.1 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 connected / 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 by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

45.0 FACILITIES TO BE PROVIDED BY BHEL / CONTRACTOR

- 45.1 BHEL shall provide limited open space for office and store/ workshop at site free of rental charge. It is the responsibility of the contractor to develop the space for construction of office sheds, to provide all utilities like electricity, drinking water etc., as a part of his scope of work within the accepted rates. Contractor shall make water arrangement from the water pipe line of local network area.

- 45.2 Contractor shall be responsible for providing all necessary facilities like residential accommodation, transport, electricity, water, medical facilities etc. as required under various labour laws and statutory rules and regulations framed there under to the personnel employed by him.
- 45.3 **Construction power, for office and construction purposes will be provided free of cost** and at one point near erection site (from the power source provided by NLCL at BTTP plant) from supply point. Further distribution of power 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.
- 45.4 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.
- 45.5 The land for labour colony shall be allotted by NLCL/BHEL. Limited open space for labour colony shall be provided on nominal rent of Rs.1.00 (Rs. One only) per month for every five cent of land or part thereof within a distance of five KMs from the site. The Contractor may build only temporary structure on the land for the purpose it is allotted. The land is not transferable in any manner either in whole or in part nor it can be utilized for the purpose of any other Contract. 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.

On completion / termination of the work, the Contractor shall remove all temporary structure built by him and restore the land in its original condition and the land shall be handed over to NLCL. The Contractor at his cost shall remove debris generated from demolition of temporary structure. If the contractor fails to give vacant possession of the land as aforesaid in the original condition BHEL/ NLCL reserves the right to withhold payment of Contractors bill till handing over of the vacant possession of the land and contractor shall be liable to pay compensation determined by BHEL/ NLCL for such unauthorised occupation of land. The compensation shall be recovered from the bills of contractor, without any notice.

- 45.6 The Contractor shall be provided with Electric Power on chargeable basis at one place only as decided by the BHEL in the labour colony. The Contractor at his own cost will do further distribution. The Contractor at his own cost shall install the calibrated Energy meter for the electricity metering.
- 45.7 Free water supply at one point in the labour colony shall be provided. The Contractor at his own cost shall do further distribution.

- 45.8 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.
- 45.9 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.
- 45.10 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.
- 45.11 Water for construction work shall be provided free of charge by NLCL at plant premises. The contractor has to make all arrangements to draw the water for construction. In case the water is not provided by NLCL / water supply is abrupt then the **CONTRACTOR HAS TO ARRANGE FOR CONSTRUCTION WATER BY PROVIDING SUITABLE ARRANGEMENT 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.
- 45.12 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.
- 45.13 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, it 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.

46.0 PROGRESS REPORTING

- 46.1 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.
- 46.2 Weekly progress review meetings will be held at site during which actual progress during the week vis-à-vis scheduled programme shall be discussed for actions to be taken for achieving targets. Contractor for discussions shall also present the programme for subsequent week. 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.

- 46.3 The contractor shall submit weekly and monthly progress reports, materials reports, consumables (gases / electrodes) report and other reports as per Performa considered necessary by the Engineer.
- 46.4 The progress report shall indicate the progress achieved against planned, with reasons indicating delays, if any, and shall give the remedial actions which the 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 slippage do not accumulate and effect the overall programme.
- 46.5 The daily manpower reports shall clearly indicate the manpower deployed, categorywise specifying also the activities in which they are engaged.

47.0 DRAWING AND DOCUMENTS

- 47.1 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.
- 47.2 Necessary drawings / documents to carry out the construction work will be furnished to the contractor by BHEL 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.
- 47.3 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.
- 47.4 The data furnished in various annexure 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.
- 47.5 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.
- 47.6 Deviation from design dimensions should not exceed permissible limit. The contractor shall not correct or alter any dimension / details, without specific approval of BHEL.

48.0 DELAY AND EXTENSION OF TIME

- 48.1 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.

49.0 PRICE VARIATION

49.1 The finally accepted rates for scope of work as defined in this tender are subjected to price variation provisions as per following formula:

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

P1=Increase/Decrease 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 1982 =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 1982 =100) applicable for the month of opening of technical bid.

49.2 The contractor will be required to raise the bills for price variation payments on a monthly basis irrespective of the facts whether any increase or decrease in CPI. Price variation as per above formula will be calculated and paid/deducted on the total contract value (excluding payments towards extra works and over run, if any) on month-to-month basis from the date of award. BHEL however reserves the rights to freeze variation for that much of duration of delays, from time to time, which are entirely attributable to the contractor. **Average of applicable index of PVC paid shall be taken as index for PVC for final 5% amount.**

49.3 With the provision of price variation as above no claim / compensation on account of any

increase whatsoever, (irrespective of whether variation are steep / unanticipated or not compensated by the above variation provisions in full towards minimum wages, consumables, electrodes, gases or any other item/ reason) will be payable during the entire period of execution including extended period, if any.

50.0 TAXES & DUTIES

50.1 The bides shall quote their rates inclusive of all taxes / duties applicable for this work. The contractor shall be responsible for paying any and all present and future Taxes/ Duties assessed on the Contractor.

50.2 **TDS under Income Tax, Sales Tax, Vat 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.

50.3 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.

50.4 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.

50.5 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.

50.6 Contractor has to make his own arrangement at his cost for completing the formalities, 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.

51.0 TIME SCHEDULE

51.1 The contractor is required to **commence the work within 7 days** from the date of issue of letter of intent unless BHEL decides to fix any other later date. However, BHEL

Engineer will certify the actual date of start of work after adequate mobilisation of materials, manpower and T&Ps by the contractor.

- 51.2 The contractor has to mobilize his man, equipments, material & other resources including work force in such a manner that the entire works are completed within **6 months** as per attached erection programme.
- 51.3 BHEL is furnishing a bar chart program to complete the work as per the above schedule. However contractor shall draw WEEKLY completion program along with the BHEL's Engineer.
- 51.4 The work under the scope of this contract is deemed to be completed in all respects, only when the contractor has discharged all the responsibilities laid down in the contract. The decision of BHEL on completion date shall be final and binding on the contractor.

52.0 TERMS OF PAYMENT

- 52.1 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. The Engineer may after a measured bill shall allow and certify payment to the contractor on the basis of abstract measurement bill submit by the contractor. From this amount the recoveries 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.
- The 2.5% of 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.
 - The balance 2.5% amount payable under final contract value will become payable 3 months after completion of work in all respect, handing over to BHEL and 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.
- 52.2 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.
- 52.3 All such intermediate payments shall be regarded as advance against the final payment only and shall not be considered as an admission of the due performance of the contract or any part thereof in any respect of the occurring of any claim whatsoever. Such intermediate payments shall not conclude, determine or effect in any way the powers of the Engineer as to the final settlement and adjustment of the account of otherwise, or in any way vary or effect the Contract.

53.0 RATE SCHEDULE

- 53.1 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.
- 53.2 The tenderer shall quote the prices/rates for entire scope of work as per the rate schedule only, in part II price bid (Original). Price quoted shall be exclusive of Service Tax and the same shall be borne by BHEL, if applicable. **Conditional price bids or price bids with any deviation / clarification etc. are liable to be rejected. No cutting / erasing / over writing shall be done.**
- 53.3 Contractor's total quoted price as per rate schedule will be taken as tentative only. The contractor undertakes to carryout actual quantities against each item as per project requirement and accordingly the final contract price shall be adjusted on the basis of quantities actually erected at site and payments will also be regulated for the same. The contractor confirms that unit rates quoted above take care of such variation during execution stage.

54.0 FINAL BILL

- 54.1 As soon as possible after the completion of the work to the satisfaction of the Engineer, the Contractor shall prepared 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.

55.0 PERFORMANCE GUARANTEE:

Irrespective of provisions in tender else where, in view of nature of work, performance guarantee is not required under this contract.

56.0 LIQUIDATED DAMAGES (LD)

- 56.1 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.

57.0 SECURITY DEPOSIT

- 57.1 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 on Page No. 34(a) of the GCC;

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

58.0 OTHERS

- 58.1 **In case of any contradiction between General Conditions of Contract (GCC) and Special Conditions of Contract (SCC), the latter shall prevail.**
- 58.2 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.
- 58.3 **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 customer. 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.**

Annexure—I

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.

Tenderers Name and Address

Place:

(Signature of the Tenderers with stamp)

Date:

ANNEXURE-II

**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.

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M/s. BHEL, PSNR

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M/s.....