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NOT FOR PUBLICATION

TENDER NO. BHEL: NR (SCT): KOSTI: HOUSING COMPLEX: 591

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TENDER SPECIFICATION

TENDER NO. BHEL: NR (SCT): KOSTI: HOUSING COMPLEX: 591

FOR

Execution of Civil and Architectural works for Housing complex at Kosti Thermal Power Project, Kosti, Sudan.

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
Fax 091-0120-2515464 / 2515467
Email: sku@bhelsnr.co.in / pshiv@bhelsnr.co.in

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IMPORTANT NOTE

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

THIS TENDER SPECIFICATION ISSUED TO:

M/S-----

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TENDER NOTICE

Sealed tenders are invited from the contractors fulfilling qualifying requirements for the “Execution of Civil and Architectural works for Housing complex at Kosti Thermal Power Project, Kosti, Sudan.”

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QUALIFYING REQUIREMENTS:

- 1.0 Tenderers who wish to participate should have executed during last seven years;
- 1.1 One single work of similar nature of at least USD 6 Millions ‘OR’ SDG 13 Millions.
‘OR’
- 1.2 Two works of similar nature of at least USD 3.5 Millions each ‘OR’ SDG 7.6 Millions each.
‘OR’
- 1.3 Three works of similar nature of at least USD 3 Millions each ‘OR’ SDG 6.5 Millions each.
‘AND’
- 2.0 Tenderer should also have an average annual turnover of minimum of USD 5 Millions ‘OR’ SDG 11 Millions during preceding three years (2005-06, 2006-07 & 2007-08). Tenderer shall submit audited balance sheet in support of above.
- 3.0 Bidders selection will subject to approval of BHEL’s Customer, M/s NEC.

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) General Specifications
 - (e) Layout Drawings – These documents are available at BHEL PSNR Web Page www.bhelpsnr.co.in, under heading “Tender Notification”.
- (ii) Tender Documents with complete details are hosted in this web page and BHEL PSNR Web Page www.bhelpsnr.co.in as mentioned at SI No. (i)

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(e) above, Bidder(s) intending to participate may download the tender document from the web sites.

- (iii) Bidder(s) can also purchase hard copy of tender documents from Power Sector – Northren Region, Plot No. 25 , Sector - 16A , Distt. Gautam Budh Nagar, NOIDA – 201301. INDIA. 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 28.01.2009** on payment of Rs.5,000/- (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 and shall be addressed to AGM/SCP.
- (iv) Tenders must be submitted addressed to “Resident Manager, BHEL” at the address mentioned below latest by **15:00 Hrs. (Sudanese Time) on 29.01.2009**. Technical bids shall **be opened at 15.30 Hrs. (Sudanese Time) on 29.01.2009** at the following address;
Bharat Heavy Electricals Ltd. (KH Office)
Khartoum Amarat,
Street No. 9 –West Side,
Block no. B/10-H12
KH. Sudan Tel: 00-249-123007616, FAX: 00-249-183595684
- (v) Earnest Money Deposit (EMD) : Refundable, Non-interest bearing **EMD** of **USD 4500 ‘OR’ SDG 9800 which is equivalent to INR 2,00,000/-** shall be deposited by Account Payee Pay Order ‘OR’ Demand Draft in favour of “ Bharat Heavy Electricals Limited” payable at Khartoum, SUDAN. Those bidders who have already deposited ‘One Time ‘EMD’ of Rs. 2,00,000/- with BHEL, PSNR, NOIDA need not submit EMD with the present tender.
- (vi) Tenders not accompanied with Full Earnest Money Deposit, as indicated above, will not be considered.
- (vii) All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in this web page and not in the newspaper. Bidders shall keep themselves updated with all such amendments.
- (viii) BHEL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
- (ix) BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
- (x) Purchase Preference will be given to CPSUs as per Indian Govt. Guidelines.
- (xi) Unsolicited rebate / discount shall not be accepted after bid opening.

DGM/SCP



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NOTICE INVITING TENDER

LAST DATE OF SALE : **28.01.2009**
DUE DATE OF SUBMISSION : **29.01.2009 (15:00 Hrs. Sudanese Time)**
DATE OF OPENING : **29.01.2009 (15:30 Hrs. Sudanese Time)**

NIT NO. / NAME OF WORK

TENDER NO. BHEL: NR (SCT): KOSTI:HOUSING COMPLEX: 591

Sealed tenders are invited from the contractors fulfilling qualifying requirements for the “Execution of Civil and Architectural works for Housing complex at Kosti Thermal Power Project, Kosti, Sudan.”

NOTES

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

DGM/SCP

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Plot No. 25 , Sector - 16A ,
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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

Bharat Heavy Electricals Ltd.("BHEL"), a Public Sector Undertaking, Government of India, has been entrusted with the work of Design, Supply, Erection, Commissioning and handing over, on turnkey basis, the Kosti Power Station to NATIONAL ELECTRICITY CORPORATION, SUDAN in a period of 45 months.

The project site is around 500M from Rabak Sinnar highway near River White Nile about 8 KM from Rabak and about 25 KMs from Kosti.

Prior to quoting this tender the bidders are advised to visit the site, to be fully conversant with the prevailing conditions under which the work is to be executed to avoid disputes of any nature at later stage due to lack of knowledge of site conditions.

SECTION - III

SPECIAL CONDITIONS OF CONTRACT

Clause No.	Title
34.0	General Scope of Work
35.0	Instructions to Bidders
36.0	Contractor's Supervision
37.0	Supervisory Staff & workmen
38.0	Tools & Plants / IMTEs
39.0	Materials
40.0	Execution of the work
41.0	Compliance to regulation & bylaws
42.0	Facilities to be provided by BHEL/ Contractor
43.0	Progress reporting
44.0	Delay & Extension of Time
45.0	Price Variation and over run
46.0	Taxes & Duties
47.0	Custom Duty & Custom Clearance
48.0	Time Schedule
49.0	Terms of payment
50.0	Insurance
51.0	Rate schedule
52.0	Liens
53.0	Other Miscellaneous Conditions

SPECIAL CONDITIONS OF CONTRACTS

34.0 GENERAL SCOPE OF WORK

34.1 BHEL has been awarded the work of setting up 4 x 125 MW Power Plant in Kosti, Sudan on EPC basis. As part of this turnkey project, BHEL is setting up a permanent housing complex for NEC staff.

This tender specification covers complete scope of Execution of Civil and Architectural works related to housing complex for NEC staff. Work includes survey, site clearance, site grading & leveling, excavation in soil, dewatering, dressing to required profile, backfilling around completed structures and plinth filling, plinth protection, disposal of surplus earth, concreting including reinforcement and formwork, masonry work, plastering, painting, roofing, flooring, doors/windows, ventilators, false ceiling in all AC areas, roof water proofing, RCC and brick/ block masonry, paving, gravel filling, precast covers, trestle, cable ducts/duct banks, expansion joints, rain water pipe, water supply, toilet fittings, lift-well, sewerage, insulation, gates/valves, damp proofing, water proofing of under ground structures, anti-weed and anti-termite treatment, trenches, rail track, fencing, gates, final grading and site clearance before handing over to Owner and other auxiliary items of work, etc. all complete including supply of all materials, 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 related to construction of the housing complex at Kosti Thermal Power Project, Kosti, Sudan.

Work under this package is generally related to the following area but not limited to building mentioned below.

- a) Houses for senior officers (Type S, 5 nos).
- b) Houses for Engineers (Type E, 10 nos).
- c) Houses for technicians (Type T, 5 nos).
- d) Guest Houses (Type G, 5 nos).
- e) Club (Type C1, 1 no.).
- f) Health Centre (Type H, 5 nos).
- g) Kinder Garden (Type KG, 5 nos).
- h) Mosque.
- i) Shopping complex (Type SH, 1 nos).
- j) Health Centre (Type H, 5 nos).

34.2 The detailed scope of work and the technical requirements for work to be executed under this specification shall be as per Specifications / drawings, enclosed with this tender document (Annexure-A).

34.3 BHEL-Power Sector (NR) is an ISO 9001-2000, ISO 14001-1996 and OHSAS 18001-1999 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 etc. as per instructions of BHEL engineer.

- 34.4 The NATIONAL ELECTRICITY CORPORATION (NEC), Sudan and / or their Consultant M/s. Fichtner may depute their representative for checking and supervision at different stages of work. The contractor shall be required to provide all facilities (Facilities related to inspection and testing of materials) 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 inspections 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.**

34.5 WARRANTY & WARRANTY PERIOD.

- For critical and major defects of Civil Works (steel structure, concrete works, tank painting, a five (5) years warranty period will be granted, starting from the date of successful Reliability test of the unit . However, such warranty for the Civil Work shall not refer to the regular maintenance / repair.
- The Contractor shall, at its own cost, be responsible for making good by correction, repair or replacement and, where necessary by procuring redesign, with all possible speed and in accordance with the Contract, any defect in any part of the Works which may appear or occur during the Warranty Period, provided such defects belong to the contractor's defects. However, the Contractor shall have the right to search for the cause of any defects during the Warranty Period. For repair/ rectification of defects other than Contractor's defects, the terms including time, cost etc. will be mutually discussed with the Contractor.
- If any defect is such that repairs cannot be expeditiously carried out on the Site as mutually agreed upon and within a reasonable time, the Contractor shall replace such part of the Works which is in error, defective or damaged without any extra cost to BHEL.
- If the Contractor fails to commence to remedy any defect within a reasonable time after being required to do so or fails to proceed with or complete such remedy with all reasonable speed, BHEL or its Customer (M/s NEC) may without prejudice to any other remedies available to them under the contract, after giving the Contractor notice, at the Contractor's risk, cause the relevant work to be carried out. An amount equal to the costs incurred by BHEL or its Customer(M/s NEC) in so doing shall be paid by the Contractor to them on demand. The quality on the replacement part will be ensured by BHEL or its Customer(M/s NEC). The replacement work will be supervised by the Contractor.

35.0 INSTRUCTIONS TO BIDDERS & QUALIFYING REQUIREMENTS

- 35.1 The Tenderers are advised to physically visit the site and fully acquaint themselves with site conditions. **No claim will be entertained by BHEL on the ground of lack of knowledge and the contractor's rates shall be deemed to have taken this into account.**
- 35.2 Suitability of Tenderers will be assessed based on their capability of handling the total work at the time of techno-commercial evaluation of their bids. Price bids of only those parties will be opened who are found acceptable in totality. It is, therefore, essential that bidders should furnish clear evidence of their capability to handle total work.
- 35.3 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.**
- 35.4 The contractor, in the event of this work awarded to him, shall establish an office at site and keep posted an authorized, responsible officer with valid Power of Attorney for the purpose of the contract. Any order or instructions issued to his office by the `Engineer' or his duly authorized representative will be deemed to have been communicated to the contractor at his legal address.
- 35.5 Should there be any doubt or obscurity in the meaning of any of the Tender Documents, the tendered must set forth such doubt or obscurity in writing & submit to BHEL not later than 12 days from date of the notice for inviting tenders. The reply shall be sent to the Tenderer & all such queries / replies shall become part of the Tender Document.

36.0 CONTRACTOR'S SUPERVISION

- 36.1 From the commencement of construction activities at site, Contractor shall appoint a suitable person as the Incharge (hereinafter referred to as "Site Incharge". The Site Incharge shall be present at the site throughout normal working hours except when on leave, sick or absent for reasons connected with proper performance of the contract. Whenever the Site Incharge is absent from the site, a suitable person shall be appointed to act as his or her deputy.
- 36.2 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 forthwith remove him. Such person shall not again be employed for the purpose of or in connection with the Contract without the written permission of BHEL and/or its Customer(M/s NEC). Any person so removed shall be replaced as soon as possible by a competent substitute with information to BHEL and/or its Customer(M/s NEC).
- 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 workforce 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., affecting major construction work and in conjunction with numerous other operations at site. The contractor and his personnel shall cooperate with other personnel / contractors , 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, masons, carpenters, bar benders 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 the expenditure incurred along with overheads 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 through other means and deduct the expenses along with overheads (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.

EMPLOYMENT OF WORKERS , WORKING TIME ETC.

- 37.9 **It shall be the responsibility of the Contractor to pay salaries and other benefits to its employees/personnel engaged by it as per the agreement with them, and in keeping in line with the local laws in Sudan. The Contractor shall submit to Construction Manager, BHEL Site, Kosti, Sudan regularly, the details/statement of wages paid to its workers in India/back home, besides wages paid in Sudan.**
- 37.10 **All travelling and transportation expenses including fares etc shall be borne by the Contractor for all his employees. The Contractor shall also bear fare and other expenses for those employees sent back to their place on account of misconduct, disobedience, improper behaviour, sickness, unsatisfactory work or any other reason whatsoever.**
- 37.11 **Contractor shall arrange passports for all his staff and labour. BHEL will assist Contractor for issue of visas including multi-entry visas and other permits as per requirement for the job. However, the Contractor shall arrange for attestation of certificates and other documents required for travel arrangements, medical tests as applicable and comply with other formalities. All expenses for all these activities will be borne by the Contractor.**
- 37.12 The delay in obtaining the passports and other travel documents or compliance with the various formalities for the deputation of the contractor's personnel shall not absolve the contractor from his obligations under the Contract including completion of the work strictly in accordance with the time schedule.

- 37.13 The Contractor shall in all dealings with persons in his employment have due regard to all recognised festivals, days of rest/weekly off, and religious or other customs in Sudan and shall make special arrangements whenever the exigencies of the construction program demand that work shall proceed during such festivals and days of rest
- 37.14 The Contractor shall plan and schedule the activities on Site such that they happen strictly during the specified working hours.
- 37.15 The Contractor shall not otherwise than in accordance with Sudanese State Laws import, sell, give, barter, or otherwise dispose of any alcoholic liquor or drugs or any arms or ammunition to any person or persons whatsoever, nor permit or suffer any such importation, sale, gift, barter, or other disposal by his employees.
- 37.16 The Contractor shall submit a request to BHEL for issue of an identity card to each and every person employed at the Site by him along with passport size photographs and other documents as may be required for the purpose.
- 37.17 No person will be allowed to enter the project premises without an identity card. All identity cards will be surrendered by the Contractor to BHEL in respect of each person on completion of assignment of such person.
- 37.18 The Contractor shall deliver to BHEL before 10:00 hrs on each first working day of the week; a report in detail, in such form as BHEL or its Customer (M/s NEC) may prescribe, showing the supervisory staff and the numbers of the several classes of labour, from time to time employed by the Contractor on the Site.
- 37.19 The Contractor shall at all times take all requisite precautions and use his best endeavours to prevent any riotous or unlawful behaviour by or amongst the labourers and others employed by him for the purpose of or in connection with the Contract and for the preservation of the peace and the protection of the inhabitants and the security of property on or in the neighbourhood of the Site.
- 37.20 The Contractor shall in collaboration with, and to the requirements of, any duly constituted medical or sanitary authority, ensure that suitable arrangements are made on the Site for the maintenance of health, the prevention and overcoming of epidemics, and for adequate first-aid, welfare, and hygiene services.
- 37.21 The Contractor, his partners, foreign workers and employees and their families shall not be involved by any manner in any political activity during their residence in the Employer's country

38.0 TOOLS AND PLANTS / IMTEs

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- 38.1 All 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. **Modern civil construction equipments & IMTEs** are required to be used as per international practices. BHEL shall not provide any T&P. 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 or total cost as applicable along with overheads 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, proper barricading etc. for safe operation / movement of equipment including cranes / trailers etc. shall be the responsibility of the contractor at his own 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 within the contract price. The contractor will also have alternate arrangements for such IMTE so that work does not suffer when the particular instrument is sent for calibration. 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 own cost.
- 38.7 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. Unless otherwise specified in the contract, upon completion of the construction works, the contractor shall remove from the site all T&Ps brought by the contractor to the site along with any surplus materials remaining thereon.

- 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&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 Steel, cement, paints, welding electrodes etc. required for the work.**
- 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 International 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, the BHEL Engineer may arrange procurement of such items by other means. All costs, which may be incurred 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 The Contractor shall be responsible for the transport of their tools, plant and equipment and construction materials, from their place of origin to the Site and more precisely to their exact point of utilisation at the Site .
- 39.14 Within the limits imposed by local laws, the Contractor shall be entitled to utilise all the roads and other communication facilities existing in the country, to the same extent as any other user. BHEL and its Customer(M/s NEC) shall assist the Contractor for obtaining licenses, permits, etc. from all the local authorities.
- 39.15 **All charges on account of Octroi, terminal or sales tax and other duties on materials 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 workmanlike manner and to the entire satisfaction of the Engineer as per technical specification issued with tender, British Standards, DIN, American Standards, Indian Standards or any internationally recognized standard as given in Technical Specifications. In case of conflict, the decision of the Engineer shall be final & binding.
- 40.2 **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 his 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 Semi automatic welding (GMAW) process shall be used for structures etc to the maximum possible, considering its cost efficiency, better quality and time

saving features. 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 co-relation 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.

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 bench mark 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 expense.

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 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 authorized 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.
- 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 all other cases, 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, 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) Special Conditions of Contract
 - (b) Drawings
 - (c) Technical Specifications
 - (d) 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.

40.9 HEALTH, SAFETY & ENVIRONMENT (HSE)

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 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. **Further, the contractor is required to provide proper Safety Net System wherever the hazard of fall from height is present as per instructions of BHEL Engineer at site. The safety net shall be duly tested and shall be of International standards and the nets shall be located as per site requirement to arrest or to reduce the consequences of a possible fall of persons working at different heights.**

40.9.2 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.

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

- No outsider is allowed to enter construction area without permission.
- No body is allowed to enter at construction site without Safety Shoe.
- Never enter work area without Safety helmet & chin strap in place.
- No climbing/working allowed without proper safety belt above 2 m. height.
- Do not exceed the speed limit of vehicles 25 Kmph within premises.

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- No debris obstacles allowed on the roads & passages.
- To maintain record of all accidents/incidents. All accidents/incidents need to be reported to site Incharge & also need to be investigated (formats & procedure should be finalized)
- Do not walk on pipelines or false ceiling.
- Maintain good Housekeeping at work site.
- No photography/ Videography allowed without permission
- Infrastructure to be developed for carrying out jobs properly in a safe manner.
- All Site supervisors & engineers (including subcontractor's) must be imparted structured training on construction safety before start of the job & record to be maintained.
- Site Safety training to be imparted to all workers & plan to be made to cover each and every worker for this training.
- Tools box talk (5-15 minutes) by supervisor prior to commencement of any job on safety and house keeping.
- Weekly co-ordination meeting of all Safety engineers with BHEL safety officer.
- Monthly safety meeting with Site In-charges.
- Reports: Weekly/monthly/annual HSE report format should be finalized.
- All Safety equipment must be International standards & checked by Safety officer before use.
- 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 and inspection at regular intervals, besides thorough inspection prior using the same.
- 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.
- Checking of tags of equipments like grinding machine, welding machine, gas cutting set etc. by supervisors before use.
- Provision of Fall arrestors & double lanyard safety belt

40.9.3 Contractor shall arrange for following provisions of HSE

1. Contractor has to maintain contact with local hospital having scanning & other modern medical facilities required during emergency including ambulance.

2. Contractor has to ensure pre employment medical check for all staff & workers.
3. **The Contractor shall provide and maintain proper sanitary facilities including Toilets/Urinals and drinking water at site for the use of workers and ensure that workers make use of them for maintaining cleanliness and health environment.**
4. Contractor has to ensure that adequate First Aid facilities with trained nurse 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 shall arrange and maintain ambulance at site for entire contract period for subject work. This emergency facility set up including ambulance, male nurse etc. will be shared by BHEL and its other contractors working at same project at no extra cost to BHEL and its sub-contractors.

In case, under unavoidable circumstances , if the ambulance is not available, the contractor will have to arrange for the same as under clause 40.9.3.1 mentioned above.

40.9.4 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 abide by UN convention w.r.t Human Rights and shall be liable for Discrimination/Corporal punishment for failure in meeting with relevant requirements.
- (c) The Contractor shall arrange potable drinking water to its employees & workers.

40.9.5 Additional safety requirement of BHEL's Customer(M/S NEC), if any, shall be provided by the Contractor without any extra cost. Non adherence of safety requirements will attract penalty, which shall be as follows;

- a) Penalty equivalent to USD 15 for the first violation.
- b) Penalty equivalent to USD 30 for the subsequent violations.
- c) For serious lapses, as decided by BHEL, even fines upto USD 500 at a time can be imposed.

The Contractor shall be fully responsible for accidents caused due to him or workmen's negligence or carelessness in regard to the observance of the safety requirements and shall be liable to pay compensation for injuries

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 directed by the Engineer, within the quoted rates. Land for disposal of surplus earth will be available at about 10 Kms. from the Plant boundary free of charge.

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 changed. 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 BHEL. No claim will be entertained by BHEL 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.

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 submitted by the contractor. Contractor has to also furnish the test results of the 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, embedments etc. from weather etc/ by greasing, rapping them with gunny bags or canvas/tarpaulin 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 The Contractor shall at all times keep the Site free from obstruction and shall at any time, if or if not directed by the BHEL / its Customer(M/s NEC) & their consultant, store or dispose of any constructional plant and surplus materials and clear away and remove from the Site any wreckage or rubbish or Temporary Works no longer required. **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.** On the completion of the Works, the Contractor shall, except as otherwise specifically provided, clear away and remove from the Site and around Site all construction plant, Temporary Works, surplus materials, wreckage and rubbish of every kind, and shall reinstate and leave the whole of the Site and the Works clear and in a workmanlike condition to the satisfaction of BHEL. If the Contractor fails to remove any Constructional Plant within a reasonable time after the issue of the Provisional Acceptance Certificate then BHEL or its Customer (M/S NEC) may:

- a) sell any such plant & materials which are the property of the Contractor;

- b) return any such plant & materials which are not the property of the Contractor to the Employer thereof at the Contractor's expense;
- c) and, after deducting from any proceeds of sale the costs, charges and expenses in connection with such sale or return, shall pay the balance, if any, to the Contractor, but to the extent that the proceeds of any sale are insufficient to meet all such costs, charges and expenses, the excess shall be a debt due from the Contractor to BHEL and shall be reimbursed by the Contractor.

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 set up the field laboratory with facilities required for material & concrete testing. Field quality Plans are to be submitted by successful bidders for BHEL / Customer's approval. Contractor has to submit detailed report for testing of all material used etc. All testing shall be done as per International Standard 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 the right to take over, for further works by other agencies, 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 having been completed until all the 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.

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 Work which fails to be measured in details shall be measured physically without reference to any local custom 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.
- 40.19.3 The Engineer shall give adequate notice to the Contractor for measurement.
- 40.19.4 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.
- 40.19.5 Measurement shall be entered in BHEL Measurement Book and signed and dated by both parties 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.
- 40.19.6 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.
- 40.19.7 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.

41.0 COMPLIANCE TO REGULATIONS AND BYELAWS

- 41.1 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.
- 41.2 The Contract shall be governed by the applicable Laws of Sudan Govt. and the bidders to ensure considering latest Sudanese Laws before quoting. If during Contract execution there may be any Change in such Law which might cause additional or reduced cost to the Contractor in the execution of

the works, such additional or reduced cost, if fully justified and approved by BHEL or its Customer (M/s NEC), shall be paid to 'OR' recovered from the Contractor , as the case may be.

- 41.3 The Contractor shall ensure conformance in all respects with the provisions of all state and local laws, regulations or other laws in force in Sudan or elsewhere including all regulations and by-laws of any local or other duly constituted authority within Sudan or elsewhere which may be applicable to the performance of the Contract and the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works or any Temporary Works (which are herein referred to as "Laws"), and shall give all notices and pay all fees required to be given or paid thereby and shall keep BHEL and/or its Customer (NEC) indemnified against all penalties and liability of any kind for breach of any of the same.
- 41.4 The Contractor shall comply with all applicable Sudan Government's safety and sanitary laws, transportation rules, regulations and ordinances, as well as the established safety rules and practices of BHEL's Customer (NEC). The Contractor shall also provide insurance cover for his workmen throughout the contract period, under prevailing local Laws.

42.0 FACILITIES TO BE PROVIDED BY BHEL / CONTRACTOR

- 42.1 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 clean and sanitary condition to the entire satisfaction of the Engineer. BHEL shall provide free of charge limited open space for office & storage shed, as and where made available **by BHEL's customer**. 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. 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.
- 42.2 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. Land for construction of temporary accommodation for the contractor's personnel including labour colony shall be provided by BHEL free of cost. This land shall be within/near plant boundary wall of the power station. **The**

contractor shall at his own cost, provide temporary housing and / or camp accommodation for his site personnel, including sanitary facilities, canteen facilities etc. The contractor shall submit for prior approval of BHEL, plans for all such accommodation he proposes to erect before any construction commences. The contractor shall be responsible for all costs associated with any temporary housing and / or camp accommodation provided by him.

42.3 NA

42.4 All temporary housing and camp accommodation shall be run and maintained by the Contractor in efficient condition in accordance with the laws in force in Sudan.

42.5 The sanitary facilities shall be kept in clean and orderly conditions to the approval of BHEL and public health authorities of Sudan. The Contractor shall comply with sanitary laws, regulations and ordinances of Sudan Govt.

42.6 BHEL shall provide Power supply at 240 V, 1 phase for labour colony free of charge at one point . Further distribution will be done by the Contractor. BHEL shall provide potable/drinking water supply for labour colony free of charge, at one point. Further distribution will be done by the Contractor at his own cost.

42.7 The Contractor shall be responsible for providing adequate transport to and from the site for his own and his personnel who may be brought in daily from their living quarters or housing areas.

42.8 Medical facilities available to BHEL staff shall be extended to Contractor's personnel, if possible. However, the Contractor shall bear all costs in respect of the Doctor's fees and all other expenses.

42.9 The Contractor shall be fully responsible for the death or injury to any person employed by him for the purposes of or in connection with the execution of the Contract. The Contractor shall also provide insurance cover to all persons employed/engaged by him throughout the period of Contract under prevailing local laws.

42.10 Construction power, for construction purposes will be provided free of cost and at one point near erection/construction site 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 BHEL's inspection and approval before connecting supply.

42.11 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/

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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

42.12 Following points should be strictly adhered to by the contractor while drawing construction power supply from Distribution Board

(a) All electrical installations should be as per Sudan / International Electricity rules.

(b) All distribution Boards installed by the contractor should be constructed with fire proof materials viz. steel frames, bakelite sheets etc.

(c) Connection for single phase should be taken from phase and neutral. No where the connection should be taken with earth as neutral.

(d) All electrical connections should be made through connectors, nuts and bolts, switches, plug and sockets. Loose connections or hooking up of wires shall not be permitted.

(e) Contractor have to make their own earthing arrangement for their equipment / DB earthing. Earthing connection have to be done with copper conductor and copper / brass clamps with BHEL's prior permission.

(f) All electrical equipment / tools and plants should be properly earthed. DBs to be earthed diagonally opposite at two points.

(g) Contractor should use "MCCB" and "ELCB" either on incoming or outgoing connections to the DBs.

(h) Contractor should ensure that all the CBs / TPNs / Fuses / MCCB / ELCB cables etc. should be of adequate rating/ capacity.

(i) For permission of supply connections contractor has to submit a test report of their installations with a single line diagram of connected / proposed loads. Contractor will also submit a report on all electrical connected load by the 7th of every month.

(j) ELCB will be tested once in a week or as deemed fit by BHEL Engineer by actually simulating the earth leakage for all installations and the same shall be recorded by BHEL Engineer in the log book to be maintained by the contractor.

(k) 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.

42.13 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.

42.14 BHEL will make available water for construction/testing purposes close to the construction areas including potable/drinking water supply for site free of charge. Distribution within the plant area will be done by the Contractor at his own cost. BHEL will provide support and assistance to the contractor in arranging necessary connections with the local water supply authority.

However, the contractor shall bear all cost on this account. **Contractor shall arrange at their cost, adequate water storage along with pumping facility to ensure availability of construction water required by them.** 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.

- 42.15 Though the contractor will be provided electricity and water free of charges at one point, the contractor shall however ensure that there is no wastage. Periodical audits will be held to ensure that these resources are being optimally used. In case any wastage is observed, BHEL reserves the right to recover any charges /penalty as deemed fit to be decided by BHEL Engineer.
- 42.16 No claim for damages will be entertained by BHEL 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.

43.0 PROGRESS REPORTING

- 43.1 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.
- 43.2 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 corrective and preventive 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.
- 43.3 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. The Contractor shall prepare and submit during the entire project period to the Employer and Engineer prior to the 3rd day of each calendar month the "Project Progress Report" with the following content:
- a) Project administration
 - b) Project planning and control
 - c) Delays and critical paths

- d) Project design, drawing list up-dated
 - e) Variation orders
 - f) Detailed Progress Schedule (refer to chapter Detailed Progress Schedule)
 - g) Status of procurement, transportation, construction, erection, commissioning, testing
 - h) Status of fabrication, workshop tests, shipping dates
 - i) Site staff record, site delivery report
 - j) Milestone events and payments, financial status quarterly.
 - k) Colour photographs showing the progress of Works and completion of each structure or major feature (after the first month of construction and continuing every month until completion). A digital camera shall be used with reasonable resolution. Prints of the photos shall be furnished with explanations of the subject content. The softcopies of the pictures shall be transmitted and quarterly a CD-ROM with all these pictures shall be provided.
- 43.4 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 slippages do not accumulate and effect the overall programme.
- 43.5 The daily manpower reports shall clearly indicate the manpower deployed, categorywise specifying also the activities in which they are engaged.

44.0 DELAY AND EXTENSION OF TIME

- 44.1 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 endeavour 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.

44.2 FORCE MAJEURE

The term "Force Majeure" means any cause beyond the control of either party, which either party could not foresee and / or reasonably provide against and which prevents either party from performing his duties under the Contract. Force Majeure includes but is not limited to the following:

War, revolution, insurrection, or hostilities (whether declared or not)

Riots, civil commotion or civil uprisings (other than among Contractor's employees)

Earthquake, flood, tempest, hurricane, lightning, or any other natural disaster.

Any fire of major proportions, or explosions.

Strike, lockout, or other industrial disturbance other than among Contractor's employees.

If either party to this Contract because of a Force Majeure Event is rendered wholly or partly unable to perform its obligations under this Contract, other than the obligation of that party to make payments of money, that party shall to the extent provided in this Contract, be excused from the performance directly affected by the Force Majeure Event, provided that;

- a) The non-performing party, as soon as possible but in no event more than ten (10) business Days after it becomes aware of its inability to perform, shall declare that a Force Majeure Event has occurred and give the other party written notice of the particulars of the occurrence(s), including, without limitation, the nature, cause and date and time of commencement of the occurrence(s), the anticipated scope and duration of any delay, and any date(s) that may be affected thereby. If it is impracticable to specify the length of such delay at the time such notice is delivered, the non-performing party shall provide the other party with periodic (not less frequently than weekly) supplemental notices during the period the Force Majeure Event continues. Such supplemental notices shall keep such other party informed of any change, development, progress or other relevant information concerning the Force Majeure Event.
- b) The suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure Event.

- c) Obligations of either party which arose before the Force Majeure Event causing the suspension of performance are not excused as a result of the Force Majeure Event.
- d) The non-performing party immediately and continuously uses its best efforts to remedy its inability to perform with all reasonable dispatch.
- e) When the non-performing party is able to resume performance of its obligations under this Contract, that party shall promptly so notify the other party in writing.
- f) During and following the occurrence of any Force Majeure Event, Contractor and Employer each shall use its best efforts to minimize the delay and costs caused by such Force Majeure Event and shall continue actively and in good faith consider the need for and, when appropriate, execute a change order covering such event, which may result in the extension of such Guaranteed Taking-Over Date or / and additional cost

45.0 PRICE VARIATION AND OVERRUN

45.1 The finally accepted rates for scope of work as defined in this tender shall remain FIRM throughout the contract period including extended period, if any . NO PRICE VARIATION / COMPENSATION / OVER RUN on account of any increase whatsoever, unless otherwise specified elsewhere in this 'Special Conditions OF Contract' (SCC), will be payable during the entire period of execution including extended period, if any .

46.0 TAXES & DUTIES

46.1 The bidder shall quote their rates inclusive of all taxes/duties applicable for this work, except otherwise expressly set forth herein or under clause no. 41.2 of SCC. The Contractor shall be responsible for paying any and all Taxes/Duties assessed on the Contractor, its Sub-Contractor and Suppliers or their respective employees.

46.2 LOCAL TAXES AT SUDAN: BHEL and / or its Customer shall obtain from the competent Sudanese Authorities all taxes exemption or pay on behalf of Contractor relating to the project including Business Profit Tax and Value Added Tax etc. However, Income Tax for personnel shall be borne by the Contractor.

46.3 Taxes as required to be deducted at source as per Local Sudanese Laws / Indian Law (applicable in case of only those contractors having their office in India), if any, at prevailing rates shall be deducted on gross invoice value from the running bills unless Exemption Certificate from appropriate Tax Authority is furnished

47.0 CUSTOM DUTY & CUSTOM CLEARANCE

- 47.1 Custom duty and demurrage occurred in Port Sudan and Khartoum airport for all equipment, facilities and materials imported by the Contractor for the Project shall be paid by BHEL's Customer (M/s NEC). The contractor shall furnish list of all such items including their temporary imported equipments (temporary imported equipments to be defined and listed clearly) well in advance. However, custom duty, if any, paid by the Contractor for any reason whatsoever shall not be reimbursed.
- 47.2 BHEL or its Customer(NEC) shall be responsible for the custom clearance agency to clear out the Equipment, tools, materials imported (Plant Materials) and Contractor's equipment and vehicles temporarily imported for the Project as per Procedure given below at 47.2.1. However, the Contractor shall take all actions for chasing/follow up and bear all expenditure on his own for the same. A bank guarantee shall be issued by the Contractor, if necessary according to the custom authority for custom clearance. The bidders to assume amount of BG equivalent to custom duty pertaining to their equipments/T&Ps brought by them on repatriable basis. The Contractor shall submit all relevant dispatch/shipment documents to Project Coordinator- Sudan, BHEL, PSNR, NOIDA(UP)-India / Construction Manager, BHEL Site, Kosti TPP. The Contractor shall take delivery of materials at Port of Sudan or at Khartoum airport and responsibility of handling (unloading/loading etc) and its transportation to Kosti Power Plant shall be of Contractor at their own cost. Payment of any Que/Quay dues at Port, will be the responsibility of the Contractor.

47.2.1 CUSTOMS CLEARANCE PROCEDURE

- (A) For all the supplies/ dispatches related to this Project, the consignee will be NEC, SUDAN and the name of supplier to be mentioned either as "BHEL" or "on account of BHEL". The Contractor will submit original + 7 copies of despatch documents to BHEL /BHEL's bankers after despatch of consignment from India.

BHEL bankers in India will forward these documents after necessary endorsement to Bank of Sudan in Sudan.

Bank of Sudan after stamping will send these original documents to NEC, Khartoum(BHEL's Customer).

- (B) The Contractor shall submit scanned / fax copies of documents such as invoice, packing list, certificate for country of origin, insurance, bill of landing etc to BHEL/ NEC, Khartoum after despatch of consignment from India.
- (C) NEC (BHEL's customer) at Khartoum will process the document and obtain certification from Sudan customs / Government for zero

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custom duty and payment exemption for all other applicable taxes, duties, levies etc.

- (D) NEC (BHEL's customer) at Khartoum shall forward these documents with certification to NEC-Port Sudan.
- (E) NEC (BHEL's customer) at Port Sudan after necessary clearance permit will hand over the documents to the Contractor through BHEL's representative/Transporter for taking delivery and transport to power plant site at Kosti. The Contractor will sign that he has received the consignment.

47.3 In case the temporary imported equipment is not defined and listed by the Contractor, the responsibility of custom clearance and payment of custom duty/taxes shall lie with them. When it is produced at any time it shall be considered as part of this Contract (i.e it will be considered as BHEL's Customer property).

47.4 Any demurrage incurred due to the reason of the Contractor's delay in unloading at the Port Sudan or airport shall be the Contractor's responsibility. Any other demurrage incurred during custom clearance for reasons other than those attributable to BHEL or its Customer (M/s NEC), shall also be borne by the Contractor.

47.5 For all the items like T&Ps, Erection equipments, consumables, establishment items etc. to be exported by the Contractor to Sudan on repatriable basis, the Contractor shall furnish list and value of such items to BHEL prior to dispatch. The Contractor shall also give an undertaking to BHEL prior to dispatch declaring these items as returnable/consumable.

48.0 TIME SCHEDULE

48.1 The Contractor shall commence the works within 30 days from the date of issue of letter of intent (unless BHEL decides to fix any other later date) and shall thereafter proceed to carry out and complete the Works continuously, diligently and without delay. Time shall be of the essence in the performance of the Contractor of its obligation under the Contract.

48.2 **Entire work as detailed in tender specifications shall be completed, in all respect, within 18 months from the scheduled date of start of work as per the programs / milestones indicated by BHEL from time to time.** The contractor shall submit, within one month from Zero date, detailed programme for construction activities envisaged under this contract. BHEL shall approve all schedules within two weeks after receipt. However, the submission for approval by BHEL of such program shall not relieve the contractor of any of his duties or responsibilities under this contract

48.3 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.

48.4 The work under the scope of this contract is deemed to be completed in all respects, only when the contractor has discharged all responsibilities to the entire satisfaction of BHEL. The decision of BHEL on completion date shall be final and binding on the contractor

49.0 TERMS OF PAYMENT

49.1 Advance Payment

- (a) 5% of the contract value shall be paid as interest bearing advance against submission of a Bank Guarantee for an amount equal to 1.20 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%.

The BG should be issued preferably through any of the Member Banks listed in the GCC. The BG may also be accepted from a Foreign Bank at the sole discretion of BHEL, provided the BG is duly endorsed by any of the BHEL's Member Bank listed in the GCC 'OR' any Nationalized Bank in India.

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

- (b) The amount of advance shall be adjusted @ 10% along with applicable interest from each running bill till its complete recovery. However, the amount of advance paid along with the interest shall be fully recovered by the time the contractor reaches 90% billing of total value of works to be executed.
- (c) The BG against advance shall be returned after full adjustment of the entire amount of advance along with interest.

49.2 Progressive Payments

- (a) 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 soft copy in a 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.

- (b) 2.5% of the contract value shall be paid on completion of all pending works, rework wherever required, site clearing and reconciliation of materials and against provisional takeover certificate by BHEL's Customer (NEC).
- (c) Balance 2.5% of the contract value shall be paid within one month of submission and passing of final bill and against final take over certificate by BHEL's Customer (NEC) and against submission of a BG for an amount equivalent to 50% of Security Deposit as per clause no. 16.1 of GCC with validity up to completion of warranty period (as per Clause 34.8) plus two months. The certificate of the Engineer regarding such approval and passing of sums shall be final and conclusive against the contractor.

49.3 MODE OF PAYMENT:

- (a) Payments shall be made by cheque or bank transfer.
- (b) BHEL Engineer shall certify regarding the actual work executed in the measurement books in line with approved billing schedule. The contractor shall submit progressive bills for the works completed in line with approved billing schedule, once in a month. 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.
- (c) 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 by itself be conclusive evidence that any work or materials to which it relates are in accordance with the contract.
- (d) **Currency of Payment and Exchange Rate**

The entire payment will be paid in local currency (i.e. Sudanese Pounds) subject to Govt. of Sudan's guidelines.

50.0 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.

- 50.1 BHEL / its customer shall arrange for insuring the materials of BHEL / its customer covering the risks during transit, storage, erection and commissioning.
- 50.2 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.

- 50.3 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.
- 50.4** Insurance for all materials pertaining to the Contractor (T&Ps, Construction Materials etc.) during transit, storage and during construction shall be in his (Contractor's) scope.
- 50.5 The Contractor shall provide insurance cover to all persons employed/engaged by him throughout the period of Contract, including the extended period, if any, under prevailing local laws.

51.0 RATE SCHEDULE

- 51.1 Contractor shall fully understand description and scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under this specification shall be covered within the quoted / finally accepted rates.
- 51.2 The Tenderer shall quote the prices/rates for entire scope of work as per the rate schedule only, in part II price bid issued by BHEL/ downloaded from BHEL website.. **Conditional price bids or price bids with any deviation are liable to be rejected. No cutting / erasing / over writing shall be done.**
- 51.3 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 accepted item rates & the quantities indicated in Rate Schedule cum BOQ.
- 51.4 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”**

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

52.0 LIENS

52.1 Each Contractor, for himself and for any persons directly or indirectly responsible to him, and for his or their material, equipment and employees; and for all other persons performing any labour or furnishing any labour or material for any/or all of the Work covered by his Contract, will be required to release or waive, to the full extent permitted by law, all mechanical and other liens, for or on account of the Work done or equipment and material furnished hereunder and the improvements or structures herein same may be incorporated, and the land to which they are appurtenant shall at all times be free and clear of all such liens.

53.0 OTHER MISCELLANEOUS CONDITIONS

53.1 PACKING, MARKING AND TRANSPORTATION : All equipment and material, together with the applicable instruction book, packing list, and special site storage instructions, shall be carefully boxed, crated, or otherwise adequately protected for overseas shipment by the Contractor

53.2 The Contractor shall be responsible for the transport of the tools and plant and construction equipments for site work from their place of origin to the Site and more precisely to their exact point of utilization at the Site.

53.3 The Contractor shall take care that if the machinery is disassembled into components, the weight and size of which are in line with actual transport possibilities.

53.4 Within the limits imposed by law, the Contractor shall be entitled to utilise all the roads and other communication facilities existing in the country, to the same extent as any other user. BHEL and its Customer(NEC) shall assist the Contractor for obtaining licenses, permits, etc. from all the local authorities. However, all the expenditure on this account shall be borne by the Contractor.

53.5 The Contractor shall repair or replace the Works lost, damaged, or destroyed, without waiting for the settlement of claims from insurance company to ensure completion in accordance with the Overall Project Schedule.

53.6 The Contractor shall be responsible for the safety and security of all the Works and shall replace promptly at Site each part of any and all Works which may be lost or damaged or destroyed due to fire, explosion, lightning, earthquake, theft, flood, storm, tempest, aircraft and other aerial devices or articles dropped therefrom, malicious damage, etc. and the actions of the BHEL or its Customer (M/s NEC) in the operation of appliances on behalf of the Contractor in case the contractor do not act from the date of arrival of equipment, plant, materials, machinery, etc. at the Site until Provisional Acceptance Certificate has been issued.

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The Contractor shall repair or replace the Works lost, damaged, or destroyed, within shortest possible time at Site to ensure commissioning and operation of the Works without delay. If the Contractor shall fail to promptly replace or repair the Works damaged as per above clause, the Employer, at his discretion, will get such works repaired or replaced as the case may be and such costs will be reimbursed by the Contractor.

- 53.7 **SECURITY DEPOSIT:** The contractor shall submit Security Deposit (SD) in SDG or in USDs within 15 days from the date of issue of LOI as per clause no. 16.0 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. The BG may also be accepted from a Foreign Bank at the sole discretion of BHEL, provided the BG is duly endorsed by any of the BHEL's Member Bank listed in the GCC 'OR' any Nationalized Bank in India.

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

- 53.8 LIQUIDATED DAMAGES (LD):** 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.

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

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

LIST OF DRAWINGS & SPECIFICATIONS ENCLOSED.

S.NO	TITLE
1.	GENERAL SPECIFICATIONS
2.	DRAWINGS FOR C1 TYPE BUILDINGS DRAWINGS NOS. : C1-01 TO C1-06 & CS-01 TO CS-09
3.	DRAWINGS FOR E TYPE BUILDINGS DRAWINGS NOS. : E-01 TO C-08 & ES-01 TO ES-06
4.	DRAWINGS FOR G TYPE BUILDINGS DRAWINGS NOS. : G-01 TO G-08 & GS-01 TO GS-06
5.	DRAWINGS FOR H TYPE BUILDINGS DRAWINGS NOS. : H-01 TO H-02 & HS-01 TO HS-04
6.	DRAWINGS FOR KG TYPE BUILDINGS DRAWINGS NOS. : K-01 TO C-04 & KS-01 TO KS-02
7.	DRAWINGS FOR MOSQUE DRAWINGS NOS. : M-01 TO C-05 & MS-01 TO ES-06
8.	DRAWINGS FOR S TYPE BUILDINGS DRAWINGS NOS. : S-01 TO S-05 & S-S01 TO S-S04
9.	DRAWINGS FOR SH TYPE BUILDINGS DRAWINGS NOS. : SH-01 TO SH-03 & SH-S01 TO SH-S04
10.	DRAWINGS FOR T TYPE BUILDINGS DRAWINGS NOS. : T-01 TO SH-08 & T-S01 TO T-S08
11.	DRAWINGS SITE TREATMENT & DETAILS DRAWINGS NOS. : 01,02, 03-01, 03-02, 04-1, 04-02, 05, 06, 06-01, 07, 08, 08-01 TO 08-04, 09,09-01 TO 09-03 & DET-01

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 Tenderer 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.

(
M/s. BHEL, PSNR)

(
M/s.....)

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

REF:

Dt.

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

Sub.: Execution of Civil and Architectural works for Housing complex at Kosti Thermal Power Project, Kosti, Sudan

TENDER NO. BHEL: NR (SCT): KOSTI: HOUSING COMPLEX: 591

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited KOSTI [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 confirm our acceptance to reverse auctioning process 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)