



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN - 02

Ref: PSER:SCT:MUZ-B1206:TCN-02

Date:31-05-2011

Sub	Tender change notice (TCN) 02.	
Job	(i) PACKAGE-A: Erection, testing, commissioning, trial run, handing over etc of boiler, rotating machines & duct, ESP, critical piping, misc piping, boiler integral piping, insulation & final painting etc of u # 1 for 2x195 MW units for KBUNL, Muzaffarpur Project, Bihar and (ii) PACKAGE-B: Erection, testing, commissioning, trial run, handing over etc of boiler, rotating machines & duct, ESP, critical piping, misc piping, boiler integral piping, insulation & final painting etc of u # 2 for 2x195 MW units for KBUNL, Muzaffarpur Project, Bihar.	
Ref	1.0	Tender no PSER:SCT:MUZ-B1206:11
	2.0	BHEL's NIT, vide reference no PSER:SCT:MUZ-B1206:2407, dated 13-05-2011.
	3.0	BHEL's TCN-01, vide reference no PSER:SCT:MUZ-B1206:TCN-01, dated 25-05-2011.
	4.0	All other pertinent issues till date.

With reference to above, following points/ documents, relevant to tender, may please be noted and complied with while submitting offer.

- 1.0 Amendment/Modifications/ Additions to tender terms as per enclosed Annexure-A.
- 2.0 Revised 'No deviation certificate' as per enclosed Annexure-2. Bidder shall submit no deviation certificate as per enclosed format only.
- 3.0 All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,
for BHARAT HEAVY ELECTRICALS LTD

ENGR (SCT)

Encl

- 1.0 As above.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23211691, 23211798, 23211796

JOB (i) PACKAGE-A: Erection, testing, commissioning, trial run, handing over etc of boiler, rotating machines & duct, ESP, critical piping, misc piping, boiler integral piping, insulation & final painting etc of u # 1 for 2x195 MW units for KBUNL, Muzaffarpur Project, Bihar and (ii) PACKAGE-B: Erection, testing, commissioning, trial run, handing over etc of boiler, rotating machines & duct, ESP, critical piping, misc piping, boiler integral piping, insulation & final painting etc of u # 2 for 2x195 MW units for KBUNL, Muzaffarpur Project, Bihar.
TENDER NO - PSER:SCT:MUZ-B1206:11

SL NO	AMENDMENT/MODIFICATION/ ADDITION TO THE TENDER TERMS (VOLUME-IF (TCC))	
1.0	Clause no 16.0 (HSE) shall be applicable as follows in provision with the relevant clause of SCC(VOLUME-ID)	
1.1	16.0	HEALTH, SAFETY & ENVIRONMENT (HSE)
	16.1	General
	16.1.1	The contractor shall comply with all the requirements of “The Building and Other Construction Workers (Regulation of Employment & Conditions of Services) Act,” 1996 and its Central Rule 1998/ State Rules and any other statutory requirements as applicable.
	16.1.2	The contractor shall follow NTPC Safety Rules as issued from time to time with respect to safety in construction & erection.
	16.1.3	The contractor shall have the approved Safety, Health and Environment (SHE) Policy in respect of Safety and health of Building Workers and it shall be circulated widely and displayed at conspicuous place in Hindi and local language understood by the majority of the workers. A copy of the safety policy should be submitted to BHEL/Owner.
	16.1.4	All equipments used in construction and erection by the contractor shall meet BIS/ International Standards and where such standards do not exist the Contractor shall ensure these to be absolutely safe. All equipments shall be strictly operated and maintained by the contractor in accordance with manufacturer’s operation manual. The contractor should also follow Guidelines/Rules of the Employer in this regard.
	16.1.5	The contractor shall provide suitable latest Personal Protective Equipments of prescribed standard to all their employees and workmen according to the need. BHEL/Owner shall have the right to examine these safety equipments to determine their suitability, reliability, acceptability and adaptability. The contractor should also ensure these before their use at worksite.
	16.1.6	The contractor shall follow & comply with all the Safety Rules, standards, code of practices of NTPC and relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any protest or contest or reservation. In case of any unconformity between statutory requirement and the Safety Rules of the Employer referred above, the latter shall be binding on the Contractor unless the statutory provisions are more stringent. As and when required he can refer/obtain copy of NTPC safety documents as stated above.
	16.1.7	First Aid boxes equipped with requisite articles as specified in the Rule 231 of The Building and Other Construction Worker (Regulation of Employment and Condition of Service) Central Rule 1998 shall be provided at construction sites for the use of workers. Training has to be provided on first aid to workmen & office bearers working at site.
	16.2	Emergency Action Plan

16.2.1	The contractor shall prepare an emergency action plan approved by his competent authority to handle any emergency occurred during construction work. Regular mock drills shall be organized to practice this emergency plan. The Emergency Action Plan should be widely circulated to all the employees and suitable infrastructure shall be provided to handle the emergencies.
16.3	Scaffolding
16.3.1	The contractor shall take all precautions to prevent any accident collapse of scaffolding or fall of persons from scaffolding. The contractor should ensure that scaffolding are designed by a competent person and its erection and repairs should be done under the expert supervision. The scaffolding shall meet the required strength and other requirements for the purpose for which the scaffold is erected. The material used for scaffold should conform to the BIS/International standards.
16.4	Overhead Protection
16.4.1	The contractor shall ensure that any area exposed to risk of falling materials, articles or objects is roped off or cordoned off or otherwise suitably guarded from inadvertent entry of any person. Wherever there is a possibility of falling of any materials, equipment or construction workers while working at heights, a suitable and adequate safety net should be provided. The safety net should be in accordance with BIS Standards.
16.5	Working at Heights
16.5.1	Wherever workers are exposed to the hazard of falling into water, the contractor shall provide adequate equipment for saving the employees from drowning and rescuing from such hazards. The contractor shall provide boat or launch equipped with sufficient number of life buoys, life jackets etc. manned with trained personnel at the site of such work.
16.5.2	Wherever the workers are exposed to the hazards of falling from height, the contractor shall provide full harness safety belts fitted with fall arresting systems to all the employees working at higher elevations and life line of 8 mm diameter wire rope with turn buckles for anchoring the safety belts while working or moving at higher elevations. Safety nets shall also be provided for saving them from fall from heights and such equipment should be in accordance with BIS standards.
16.5.3	Wherever there is a possibility of falling of any material, equipment or construction workers while working at heights, a suitable and adequate safety net should be provided. The safety net should be in accordance with BIS standards.
16.5.4	The contractor shall provide standard prefabricated ladders on the columns where the workers are required to use them as an access for higher elevations till permanent staircase is provided. The workers shall be provided with safety belts fitted with suitable fall arresting system (Fall arrestors) for climbing/getting down through ladders to prevent fall from height.
16.6	Handling of Hazardous Chemicals
16.6.1	Where it is necessary to provide and or store petroleum products or petroleum mixtures and explosives, the contractor shall be responsible for carrying out such provision and or storage in accordance with the rules and regulations laid down in Petroleum Act 1934, Explosive Act 1948 and Petroleum and Carbide of Calcium Manual published by the Chief Inspector of Explosives of India. All such storage shall have prior approval of BHEL/Owner. In case any approvals are necessary from the Chief Inspector (Explosives) or any statutory authorities, the Contractor shall be

	responsible for obtaining the same.
16.6.2	The contractor shall be fully responsible for the safe storage of his and his Sub-contractor's radio-active sources in accordance with BARC/DAE (Bhabha Atomic Research Centre/Department of Atomic Energy, Govt. of India) Rules & other applicable provisions. All precautionary measures stipulated by BARC/DAE in connection with use, the contractor would take storage and handling of such material.
16.6.3	As a precautionary measure, the contractor should keep the bottles filled with distilled water in cupboard/Boxes near work place for emergency eye wash by worker exposed to such hazardous chemicals.
16.7	Electrical Hazards
16.7.1	The contractor should ensure that all electrical installations at the construction work comply with the requirements of latest electricity acts/rules.
16.7.2	The contractor shall take all adequate measures to prevent any worker from coming into physical contact with any electrical equipment or apparatus, machines or live electrical circuits which may cause electrical hazards during the construction work. The contractor shall provide the sufficient ELCBs/RCCBs for all the portable equipments, electrical switchboards, distribution panels etc. to prevent electrical shocks.
16.7.3	The contractor should ensure use of single/double insulated hand tools or low voltage i.e. 110 volts hand tools.
16.7.4	The contractor should also ensure that all temporary electrical installations at the construction works are provided with earth leakage circuit breakers.
16.8	Excessive Noise, Vibration
16.8.1	The contractor shall take adequate measures to protect the workers against the harmful effect of excessive noise or vibration. The noise should not exceed the limits prescribed under the concerned rules, Noise Pollution (Regulation and Control) Rules, 2000.
16.9	Safety Organisation
16.9.1	The contractor employing more than 250 workmen whether temporary, casual, probationary, regular or permanent shall employ at least one full time safety officer exclusively to supervise safety aspects of the equipments and workmen, who will coordinate with the Owner's Safety Officer. Further requirement of safety officers, if any shall be guided by Rule 209 of The Building and Other Construction Worker (Regulation of Employment and Conditions of Services) Central Rule 1998. In case the work is being carried out through subcontractor, the employees/workmen of the sub contractor shall also be considered as the contractor's employees/workmen for the above purpose.
16.9.2	In case of contractor deploying less than 250 workmen he should designate one of his Engineer/supervisor or the contractor himself (if he is directly supervising the work) as safety officer in addition to his existing responsibilities. The Engr./supervisor should get atleast 2 days safety training from any reputed organization or from NTPC before resuming the work. If already trained in past the declaration along with training Certificate to be furnished to Owner's safety officer.
16.9.3	The name and address of such Safety Officer of the contractor will be promptly informed in writing to the EIC with a copy to the Project Safety Officer before he starts work or immediately after any change of the incumbent is made during currency of the Contract.
16.10	Reporting of Accident and Investigation
16.10.1	In case any accident occurs during the construction/erection or other associated activities undertaken by the Contractor thereby causing any

		near miss, minor or major or fatal injury to his employees due to any reason, whatsoever it shall be the responsibility of the Contractor to promptly inform the same to BHEL, in the prescribed form .
	16.11	Right to stop work
	16.11.1	BHEL/Owner will have the right at their sole discretion to stop the work , if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and / or property and /or equipments. In such cases, the contractor shall be informed in writing about the nature of hazards and possible injury/ accident and he shall comply to remove shortcomings promptly. The contractor, after stopping the specific work can, if felt necessary appeal against the order of stoppage of work to the BHEL/Owner's Project Manager within 3 days of such stoppage of work and decision of BHEL/Owner's Project Manager shall be conclusive and binding on the contractor.
	16.12	Penalties
	16.12.1	If the contractor fails in providing safe working environment as per the Safety Rules of Owner or continues the work even after being instructed to stop the work by the BHEL/Owner as provided in clause 4.11 above, the Contractor shall be penalized at the rate of Rs. 25000/- per day or part thereof till the instructions are complied with and so certified by the Engineer I/C. However in case of accident the provisions contained in Sub-Clause 4.12.2 below shall also apply in addition to the penalties mentioned in this sub-clause.
	16.12.2	If the contractor does not take all safety precautions and/or fails to comply with the Safety Rules as prescribed by the Employer or under the applicable law for the safety of the plant and equipment and for the safety of personnel and the contractor does not prevent hazardous conditions which cause injury to his own employees or employees of other contractors or BHEL/Owner's employees or any other person who are at the Site or adjacent thereto, the contractor shall be responsible for payment of penalty to BHEL/Owner as per the following schedule:-
	16.12.2.1	Fatal injury or accident causing death: Penalty @10% of contract value or Rs. 5,00,000/- per person, whichever is less.
	16.12.2.2	Major injuries or accident causing 25% or more permanent disablement to workmen or employees: Penalty @2.5% of contract value or Rs. 1,00,000/- per person, whichever is less. Permanent disablement shall have the same meaning as indicated in The Workmen's Compensation Act 1923. The penalty mentioned above shall be in addition to the compensation payable to workmen/employees under the relevant provisions of the Workmen's Compensation Act 1923 and rules framed there under or any other applicable laws as applicable from time to time.
	16.12.2.3	If any contractor worker found working without using the safety equipment like safety helmet, safety shoes, safety belts etc. or without anchoring the safety belts while working at height the BHEL/Owner/Safety Officer of Owner shall have the right to penalize the contractor for Rs. 200/- per person per day and such worker shall be sent out of the workplace immediately and shall not be allowed to work on that day. BHEL/Owner /Safety Officer will also issue a notice in this regard to the contractor.
	16.13	All other terms & conditions shall be as per provision of SCC (VOLUME-ID)
2.0	OTHER TERMS	

2.1	MEDICAL FACILITY
2.1.1	Applicable for Package # A only
2.1.1.1	Round the clock experienced paramedical personnel with first aid facility & one ambulance including driver, fuel etc. at site to be arranged by the bidder of U#1 at his own cost.
2.1.1.2	The above facilities will be shared by various other BHEL-agencies working at site on chargeable basis (actual cost distributed among various BHEL vendors present at site availing the facility on prorated basis). The subject facility will have to be strengthened as per the requirement during peak work progress at site.
2.1.1.3	No medical facility within / near the site shall be provided by BHEL. However, BHEL/Owner shall provide one room/Bunk house (without furniture) for use as first aid centre.
2.1.2	Applicable for Package # B only
2.1.2.1	Round the clock experienced paramedical personnel with first aid facility & one ambulance including driver, fuel etc., and shall be available at site, being provided by other agency.
2.1.2.2	The above facilities will be shared by various BHEL contractors working at site on chargeable basis to the providing agency (actual cost distributed among the various vendors present at site availing the facility on a prorated basis). The subject facility will be strengthened as per the requirement during peak work progress at site, by other vendor. Individual vendor may co-ordinate with the providing agency in this regard.
2.1.2.3	No medical facility within / near the site shall be provided by BHEL
2.2	MINIMUM WAGES
2.2.1	The contractor shall comply with state/central Minimum Wages Act, as enforced by Owner during the tenure of the contract
2.3	FIRE PROTECTION
2.3.1	Fuels, oils and volatile or flammable materials shall be stored away from the construction and equipments and materials storage areas in safe containers. Untreated canvas, paper, plastic or other flammable flexible materials shall not at all be used at Site for any other purpose unless otherwise specified. If any such materials are received with the equipment at the Site, the same shall be removed and replaced with acceptable material before moving into the construction or storage area.
2.4	Bidder shall submit offer strictly in compliance with technical specification and tender terms along with amendment/ clarifications issued till date within the due date.
2.5	All other terms & conditions shall remain unchanged.

FORMAT FOR NO DEVIATION CERTIFICATE
(To be submitted in the bidder's letter head)

BHARAT HEAVY ELECTRICALS LIMITED,
Power Sector - Eastern Region,
Plot no 9/1, DJ Block, Sector – II, Salt Lake City,
Kolkata – 700 091

Sub	No Deviation Certificate.	
Job	(i) PACKAGE-A: Erection, testing, commissioning, trial run, handing over etc of boiler, rotating machines & duct, ESP, critical piping, misc piping, boiler integral piping, insulation & final painting etc of u # 1 for 2x195 MW units for KBUNL, Muzaffarpur Project, Bihar and (ii) PACKAGE-B: Erection, testing, commissioning, trial run, handing over etc of boiler, rotating machines & duct, ESP, critical piping, misc piping, boiler integral piping, insulation & final painting etc of u # 2 for 2x195 MW units for KBUNL, Muzaffarpur Project, Bihar.	
Ref	1.0	Tender no PSER:SCT:MUZ-B1206:11
	2.0	BHEL's NIT, vide reference no PSER:SCT:MUZ-B1206:2407, dated 13-05-2011.
	3.0	BHEL's TCN-01, vide reference no PSER:SCT:MUZ-B1206:TCN-01, dated 25-05-11.
	4.0	BHEL's TCN-02, vide reference no PSER:SCT:MUZ-B1206:TCN-02, dated 31-05-11.
	5.0	All other pertinent issues till date.

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited 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/ issued by you and in case of such 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. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process.

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 in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

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