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# TENDER SPECIFICATIONS

TENDER NO. BHEL:NR(SCT): MARIB2:INF & MM:645

FOR

“MOU FOR PRE-BID TIE UP FOR MATERIAL HANDLING AND  
INFRASTRUCTURE WORKS AT 400 MW MARIB STAGE – II GAS  
TURBINE STATION , YEMEN ”.

## PART I – TECHNICAL BID



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



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

**Bharat Heavy Electricals Limited**  
(A Govt. Of India Undertaking)  
**Power Sector – Northren Region,**  
Plot No. 25 , Sector - 16A ,  
Distt. Gautam Budh Nagar, NOIDA – 201 301(INDIA)  
Phone: 0091-0120-2515476 / 2515464 / 2515479  
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**TENDER NO. BHEL:NR(SCT): MARIB2:INF & MM:645**

**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 **Entering into a MOU for Pre-Bid Tie-up for the work of “Material Handling And Infrastructure Works At 400 MW Marib Stage – II Gas Turbine Station , Yemen”**.

**TENDER NO. BHEL: NR(SCT): MARIB2:INF& MM:645**

### QUALIFYING REQUIREMENTS:

- 1.0 The tenderer should either be a Yemeni Company OR any company having base in Yemen ‘OR’ an Indian Company.
- 2.0 In case of a Yemeni bidder / bidder having base in Yemen, they should own ‘OR’ have a proper tie up for the major T&Ps to be deployed by them for the subject work. In case of a tie-up, the tenderer shall furnish proper documents related to the tie-up and an undertaking for his overall responsibility for execution of the total contract.
- 3.0 In case of an Indian bidder, they must have a tie-up with a Yemeni Company owning major T&Ps to be deployed for the subject work. The Indian bidder shall furnish documents related to the tie-up and an undertaking for his overall responsibility for execution of the total contract.
- 4.0 Tenderers who wish to participate should have executed during the last seven years at least one similar work each of (i) Infrastructure and (ii) Material transportation/Management.. In case the tenderer do not have experience in any one of the above two works, they are allowed to have tie up arrangement for the work not carried out by them as per QR SL NO. 6.0 below.
- 5.0 The Tenderer should have a minimum average annual turnover of INR 100 Millions (Indian Rupees One Hundred Millions) ‘OR’ USD 2.10 Millions ‘OR’ Yemen Rials 420 Million for the last three financial years 2006-07, 2007-08 and 2008-09 ‘OR’ 2007-08, 2008-09 and 2009-10. .

### 6.0 Tie Up/Joint Venture Arrangement

- 6.1 In case tenderer do not have experience in totality as per QR SL NO. 4.0, tie up arrangement is allowed. In such a case, tenderers having experience of infrastructure work are allowed to have tie up/ Joint Venture for the work of Materials transportation/ Management or vice versa. The composition of the Tie-up arrangement and role and responsibility of each constituent for

execution of work in their respective area must be well defined and the document submitted shall clearly indicate that the tenderer (Bidder who is submitting the bid with BHEL) only is the Lead Partner. The Tenderer shall give an undertaking that the responsibility of execution of entire work shall lie with him and also that in case of dissolution of Tie up/JV, the Lead Partner shall be liable for completing the work as per the terms of contract without any additional cost to BHEL or without affecting project schedule and they will immediately arrange necessary alternate tie up arrangements with another party meeting the QR requirement of this NIT (Subject to BHEL's approval) and that in case the same is not arranged, BHEL will be free to get the work done through alternate sources at their (Contractor's) risk and cost.

Legal documents of tie up/JV agreement, signed by both the partners, shall be submitted as a part of technical bid. Power of Attorney in favour of Each Signatory for signing the agreement shall also be submitted.

**6.2 For the purpose of qualifying requirements as given at SL NO. 5.0 above i.e. Financial Turnover of both the partners put together shall be considered. However, audited balance sheets of both the partners shall be submitted individually.**

**OTHER INSTRUCTIONS:**

**(i) The Tender Documents comprise of following:**

- (a) General Conditions of Contract
- (b) Special Conditions of Contract, Tender Notice, Project Synopsis etc.
- (c) Rate Schedule

(ii) Tender Documents with complete details are hosted on BHEL web page

**www.bhel.com.** Bidder(s) intending to participate may download the tender document from the web site. Bidder(s) downloading the tender documents from the web site, shall remit **Rs.2000/- (Rupees Two thousand only) 'OR' USD 50** in the form of crossed demand draft (non-refundable), in favour of BHEL, NOIDA(INDIA) along with their offer.

(iii) Bidder(s) can also purchase hard copy of tender documents from this office. Tender documents (non transferable) will be issued on all working days between 09.30 Hrs. to 12.30 Hrs within the sale period i.e **upto 13.08.2009** on payment of Rs.2,000/- 'OR' USD 50 (non-refundable) either in cash or by crossed demand draft in favour of BHEL, NOIDA(INDIA). Request for issue of tender document should clearly indicate Tender No. and work.

(iv) **Tenders must be submitted to the undersigned in Room No. 104 latest by 13.08.2009 at 15.30 Hrs.**

(v) **Earnest Money Deposit (EMD) :** Refundable, Non-interest bearing **EMD of Indian Rupees 2,00,000/- or US \$ 5000/-** shall be deposited by Account Payee Pay Order 'OR' Demand Draft in favour of "Bharat

Heavy Electricals Limited" payable at Delhi, INDIA. 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) Unsolicited rebate/discount shall not be accepted after bid opening.
- (xi) Tenders once submitted to BHEL, shall not be returned.
- (xii) Purchase Preference will be given to Indian CPSUs as per Indian Govt. Guidelines.

**Sr. DGM/SCP**



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**TENDER NOTICE (News Paper)**

LAST DATE OF SALE : **13.08.2009**  
DUE DATE OF SUBMISSION : **13.08.2009 (15:00 Hrs.)**

**NIT NO. / NAME OF WORK**

**TENDER NO. BHEL: NR(SCT): MARIB2:INF & MM :645**

Sealed tenders are invited from the contractors fulfilling qualifying requirements for **Entering into a MOU for Pre-Bid Tie-up for the work of Material Handling And Infrastructure Works At 400 MW Marib Stage – II Gas Turbine Station , Yemen”**

**NOTES:-**

1. Purchase Preference will be given to CPSU as per Govt. Guidelines.
2. Please visit our website at [www.bhel.com](http://www.bhel.com) for complete details of the tender.

**SDGM/SCP**

**Bharat Heavy Electricals Limited**  
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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

The Site of Power Plant (Marib ) is approximately 230 Km from Sana capital town of Yemen and is located in the east of Yemen. Marib is the most famous ancient city in Yemen. The old city of Marib lies in the Sabean plains on the outskirts of the east Yemen desert Mafazet Saihad'. It's strategic position lends itself to its important role in history, as it controlled the ancient incense routs. It was a meeting point for caravans coming from the Qana port on the Arabian Sea coast, crossing the Wadi

Present order is for supply and installation of 400 MW Gas Turbine V 94.2 ( 4 nos ) on EPC basis.

The site conditions are as follows:-

- |                          |   |
|--------------------------|---|
| i) Climate               | :Mostly desert; hot and humid along west coast; temperate in western mountains affected by seasonal monsoon; extraordinarily hot, dry, harsh desert in east<br>Terrain narrow coastal plain backed by flat topped hills |
| ii) Geographical         | : 15 00 N, 48 00 E  |
| iii) Natural hazards     | : Sandstorms and dust storms in summer  |
| iv)) Ambient Temperature | : max up to 45 degree C.  |
| v) Altitude              | : 1100 m above MSL  |
| vi)Currency              | : Yemeni rial (YER)   |
| vii) Languages           | : Arabic  |

**BRIEF SCOPE & MANDATORY TERMS & CONDITIONS OF**

**PRE-BID TIE-UP ARRANGEMENT**

BHEL has been qualified to bid on EPC basis for 400 MW Marib Phase-II & 300 MW Marib Phase-III Gas Power Project, Marib, Yemen. Accordingly, BHEL is in the process of submitting their bid for the same to Public Electricity Corporation, Yemen (PEC) separately. The most of the supplies for this project have been envisaged from various units of BHEL.

Through this tender enquiry, BHEL is looking for the suitable Pre-Bid Tie up partner for **material handling and infra-structure development** for 400 MW Marib phase-II Gas turbine Power Station Project at Marib, Yemen. The detailed scope, specifications and terms & conditions are covered in this NIT.

Mandatory terms and conditions of the pre-bid tie up are given below. In case of conflict with any condition given elsewhere in this NIT, the conditions given hereunder shall prevail on the condition given elsewhere;

1. The successful bidder shall be responsible for execution of its scope of work based on the BHEL engineering approved by the customer including all addendums/ clarifications etc. of this tender Enquiry specification.
2. BHEL reserve the right to open offers in camera (Technical & Price bid). BHEL's decision in this regard shall be final and binding on bidders.
3. MOU will be drawn with successful bidder after negotiation in BHEL's prescribed format (Draft MOU Format Attached).
4. The agreed price drawn during MOU may be subject to further proportional reduction for the package under MOU, in the event of any price reduction given by BHEL to its customer together with alteration in terms & conditions during negotiation with customer.
5. MOU may have provision for variations in quantities against addition/ deletion/ changes in scope of work.
6. Within 30 days of entering into MOU, successful bidder shall have to submit 1 % of MOU value bid-bond in the form of bank guarantee or security deposit etc, in order to ensure successful bidder's continued association & linkage with BHEL till customer finalises order.
7. MOU will be converted to contract on receipt of firm order from customer without any major deviation/ financial implication keeping in view the spirit of MOU and without again going through tendering procedures.
8. Any changes/ modifications, addition/ deletion necessary, which are necessitated because of default of successful bidder shall be to their account.

## SECTION- I

### GENERAL INSTRUCTIONS TO TENDERERS

- 1 This tender specification as a whole, furnishing all the details and other documents as required in the following pages, shall be duly signed and sent in a sealed cover (IN DUPLICATE) super-scribing the name of work as given in the tender notice.
- 2 The tender shall be addressed to : OFFICER INVITING TENDER AS INDICATED IN THE TENDER NOTICE.
3. Tenders submitted by post shall be sent as "**REGISTERED/ SPEED/ COURIER POST**" and shall be posted with due allowance for any postal delay. The tenders received after the due date and time of opening are liable to be rejected. Offers received by Telegram/telex/ Fax/ E-mail/ Internet may be considered as per terms of NIT.
- 4 Tenders shall be opened at the time and date as specified in the tender notice in the presence of such of those tenderers or their authorised representatives who may be present. -- **NOT APPLICABLE**
- 5 The tenderers shall closely peruse all the clauses, specifications and drawings indicated in the Tender Documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies / omission in the Drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc., he shall atonce contact the authority inviting the tender for clarification before the submission of the tender.
- 6 Before tendering, the tenderers are advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on grounds of lack of knowledge.
- 7 Tenderer must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the Tender Specification must be SIGNED, STAMPED AND SUBMITTED ALONG WITH THE OFFER by the Tenderer in token of complete acceptance thereof. The information furnished shall be complete by itself.
- 8 The tenderer shall quote the rates in English Language and international numerals. These rates shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate. For the purpose of tender, the metric system of units shall be used.
- 9 All entries in the tender shall either be typed or be written in ink. Erasure and over writings are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer.

- 10 **QUALIFICATIONS OF TENDERERS** : Only tenderers who have previous experience in the work of this nature and description detailed in this tender specification are expected to quote for this work. **Offers from tenderers who do not have proven and established experience in the field are not likely to be considered.**
- 11 **DATA TO BE ENCLOSED** : Full information shall be given by the tenderer in respect of the following. Non submission of these information may lead to rejection of the offer.
- 11.1 **FINANCIAL STATUS** : Financial viability as per proforma enclosed at **ANNEXURE-`A`**
- 11.2 **INCOME TAX CERTIFICATES** : A Certificate of Income tax clearance from the appropriate authority in the forms prescribed therefor duly indicating annual turnover. These certificates shall be valid for one year from the date of issue or for the period prescribed therein for all tenders submitted during the period.—  
NOT APPLICABLE
- 11.3 **PREVIOUS EXPERIENCE** : A statement giving particulars (duly supported by documentary evidence) of the various service rendered in progress for each similar works by the tenderer indicating the particulars and value of each work, the site location, the duration, date of completion etc., strictly as per proforma enclosed at **ANNEXURE-B.**
- 11.4 **ORGANISATION CHART** : The organisation pattern that are totally available with him and that will be employed by the tenderer for this work in the form of monthwise and categorywise deployment plan duly indicating the number of Engineers, Supervisors, skilled and unskilled workers etc., as per proforma enclosed at **ANNEXURE-`C`.**
- 11.5 An attested copy of the **Power of Attorney**, in case the tender is signed by an individual other than the sole Proprietor, shall also be attached.
- 11.6 **IN CASE OF AN INDIVIDUAL** : His full name, experience, address and nature of business.
- OR
- IN CASE OF PARTNERSHIP FIRMS** : The names of all the partners with addresses and their experience. A copy of the partnership deed/ instrument of Partnership duly certified by a Notary Public shall be enclosed.
- OR
- IN CASE OF COMPANIES** : Date and place of registration including date of commencement certificate in case of public companies and the nature of business carried or by the Company. Certified copies of memorandum and Articles of Association are also to be furnished. Also indicate names, addresses and experience of the Directors.
- 11.7 A list of tools and tackles (including cranes, tractor-trailers, winches, Derricks, welding sets etc., wherever applicable) that the tenderer is having and those that will be deployed on this job as per proforma enclosed at **ANNEXURE-`D`.**
- 11.8** Analysis of unit rate quoted as per proforma enclosed at **ANNEXURE-`E`.**
- 11.9 Declaration sheet as per proforma enclosed at **ANNEXURE-`F`.**

- 11.10 In addition to the above, the particulars required elsewhere in tender documents.
- 11.11 Checklist and schedule of general particulars duly filled in, signed and stamped as per **ANNEXURE-'G'**.

NOTE : In terms of clauses 11.1 to 11.11 above, all the data required to be enclosed with the tender need to be furnished neatly typed, signed and stamped in the given formats only (in the form of separate sheets ) failing which the tender may be considered as incomplete and is liable for rejection. Documentary proofs wherever necessary also need to be enclosed.

- 12 **EARNEST MONEY DEPOSIT** : Every tender must be accompanied by the prescribed amount of Earnest Money Deposit in any one of the following forms.

NOTE : Bank Guarantee, Cheques, Currency Notes, Money Orders or Postal Orders will not be accepted.

- 12.1 **Cash( As permissible under Income Tax Act)** : The amount should be remitted by the party to the Cashier of Bharat Heavy Electricals Limited and cash receipt issued by him shall be enclosed alongwith the tender.
- 12.2 Pay Order or Demand Draft in favour of Bharat Heavy Electricals Limited, Noida.
- 12.3 Tenders received without Earnest Money in full in the manner prescribed above will not be considered.
- 12.4 The Earnest Money Deposit of the successful tenderer will be retained towards part of Security Deposit.
- 12.5 In the case of unsuccessful tenderers, the Earnest Money will be refunded normally within fifteen days of acceptance of award of work by the successful tenderer.
- 12.6 BHEL reserves the right of **forfeiture of Earnest Money deposit** in case the successful tenderer,
- (a) After opening of Tender, revokes his tender within the validity period or increases his earlier quoted rates.
- (b) Does not commence the work within the period as per LOI/Contract. In case the LOI/Contract is silent in this regard then within 15 days after award of contract.
- 12.7 EMD shall not carry any interest.
- 12.8 Tenderers, who so ever desires, may deposit one time Earnest Money Deposit of Rs. 2,00,000/- in cash( **As permissible under Income Tax Act** ) /DD/pay order only with the cashier of BHEL. Tenderers who furnish one time EMD as above, will not be required to furnish EMD time and again alongwith their tenders submitted to BHEL/ PSNR. However they will be required to indicate the cash receipt No. and date of one time EMD in all their tenders.
- 13 **AUTHORISATION AND ATTESTATION** : Tenders shall be signed by persons duly authorised / empowered to do so. Certified copies of such authority and relevant documents shall be submitted alongwith the tenders.
- 14 **VALIDITY OF OFFER** : *THE OFFER SHALL BE KEPT OPEN FOR ACCEPTANCE FOR A MINIMUM PERIOD OF SIX MONTHS FROM THE*

*DATE OF OPENING OF TENDERS.* In case Bharat Heavy Electricals Limited calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

- 15 **EXECUTION OF CONTRACT** :The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electricals Limited. The successful tenderer shall be required to execute an agreement in the prescribed form as per **ANNEXURE- 'I'** with the BHEL within a reasonable time after the acceptance of his tender and in any case before submitting the first bill for payment.
- 16 **SECURITY DEPOSIT** : Upon acceptance of tender, the successful tenderer must deposit the required amount of security deposit within the time specified in the Letter of Intent for satisfactory completion of work.
- 16.1 The total amount of Security Deposit shall be as follows :
- (a) In case of work costing upto 10 lakhs : 10% of the contract value.
  - (b) In case of work costing above Rs 10 lakhs and upto Rs 50 lakhs : 1 Lakh + 7.5 % of the amount exceeding Rs. 10 Lakhs.
  - (c) In case of work costing more than Rs 50 lakhs : 4 Lakhs + 5 % of the amount exceeding Rs. 50 Lakhs.

**NOTE: The conversion rate from INR to US \$ shall be the exchange rate of State Bank of India as prevailing on the date of technical bid opening**

- 16.2 The Security Deposit will be deposited within 15 days from the date of issue of Letter of Intent but before start of work in any one of the following forms :-
- (a) The total Security Deposit as indicated in the Letter of Intent in cash ( As permissible under Income Tax Act).
  - (b) Pay Order, Demand Draft in favour of BHEL.
  - (c) Deleted
  - (d) Deleted
  - (e) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
  - (f) Deleted.
  - (g) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
  - (h) EMD of the successful tenderer shall be converted and adjusted against the security deposit.
- 16.3 The security deposit shall not carry any interest.

- NOTE:** Acceptance of Security Deposit against Sl. No. (d) and (f) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.
- 16.4 Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.
- 16.5 The validity of the Bank Guarantee furnished towards Security Deposit under (e) above shall be upto the period of completion of work as stipulated in the Letter of Intent + 2 (TWO) month and the same will be kept valid by proper renewal till the satisfactory completion of the Guarantee Period.
- 16.6 If the value of the work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor or recovered from payments due to him.
- 16.7 Failure to deposit the Security Deposit within the stipulated time, may lead to forfeiture of Earnest Money Deposit and Cancellation of the award of work.
- 16.8 If any part of Security Deposit of the Contractor is held in the form of approved securities, it shall be kept transferred in the name of Bharat Heavy Electricals Limited, in such a manner that the same can be realised fully without referring to the Contractor. BHEL shall not be responsible for any depreciation in the value of the Security while in BHEL's custody or for any loss of interest thereon.
- 16.9 BHEL reserves the right of **forfeiture of Security Deposit** in addition to other claims and penalties in the event of the contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.
- 16.10 **RETURN OF SECURITY DEPOSIT :** If the contractor fully performs and completes the work in all respects to the entire satisfaction of BHEL and presents an absolute "**No Demand Certificate**" in the prescribed form and returns properties belonging to BHEL taken, borrowed or hired by him for carrying out the said works, half the amount of Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor. It may be noted that in no case the Security Deposit shall be refunded / released prior to passing of final bill. Balance half of the amount of Security Deposit will be released only after the Guarantee Period is over.

**NOTE : All the BGs are to be submitted as per BHEL/PSNR performa.**

- 17 **No interest** shall be payable by BHEL on Earnest Money Deposit, Security Deposit or on any moneys due to the contractor.
- 18 **REJECTION OF TENDER AND OTHER CONDITIONS :**
- 18.1 The acceptance of Tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.
- (a) To reject any or all of the tenders.

- (b) To split up the work amongst two or more Tenderers.
  - (c) To award the work in part.
  - (d) In either of the contingencies stated in (b) and (c) above to modify the time for completion suitably.
- 18.2 Conditional and un-witnessed tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.
- 18.3 If a tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may at its discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at its discretion unless the firm retains its character.
- 18.4 BHEL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognise such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 18.5 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/ Security Deposit/ any other moneys due.
- 18.6 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractor who resorts to canvassing are liable to be rejected.
- 18.7 Should a tenderer or contractor or in the case of a firm or Company of contractors/ one or more of its Partners/ share holders / Directors have a relation or relations employed in BHEL, the authority inviting tender shall be informed to the fact alongwith the offer, failing this BHEL may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/ Security Deposit
- 18.8 The successful tender should not sub-contract the part or complete work detailed in the tender specification without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.
- 18.9 **NO DEVIATIONS** to the tender conditions will normally be accepted. however, if the tenderer insists for certain deviations to the conditions, financial implication thereof shall be loaded to the quoted price for evaluating the tenderer's offer.

## SECTION - II

### GENERAL TERMS AND CONDITIONS

- 19.0 The following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.
- 19.1 **BHEL** (or B.H.E.Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI-110049 or its authorised officers or its Engineer or other employees authorised to deal with any matters with which these persons are concerned, on its behalf.
- 19.2 **`GENERAL MANAGER'** shall mean the Officer in Administrative charge of the contracting Unit of BHEL.
- 19.3 **`ENGINEER' or `ENGINEER-IN-CHARGE'** shall mean Engineer deputed by BHEL. The terms includes Deputy General Manager, Construction Manager, Resident Manager, Site Engineer, Resident Engineer and Assistant Site Engineer of BHEL at the site as well as the officers in charge at Head Office.
- 19.4 **`SITE'** shall mean the place or places at which the plants/ equipment are to be erected and services are to be performed as per the specifications of this Tender.
- 19.5 **`CLIENTS OF BHEL' or `CUSTOMER'** shall mean the project authorities to whom BHEL is supplying the equipment.
- 19.6 **`CONTRACTOR'** shall mean the individual, firm or company who enters into contract with BHEL and shall include their executors, administrators, successors and permitted assigns.
- 19.7 **`CONTRACT' or `CONTRACT DOCUMENT'** shall mean and include the agreement, the work order, the accepted appendices of rates, Schedules of Quantities, if any, General Conditions of Contract, Special Conditions of Contract, Instructions to Tenderers, the drawings, the technical specifications, the special specifications, if any, the tender documents and the Letter of Intent/ Acceptance letter issued by BHEL. Any conditions or terms stipulated by the tenderer in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL in the Letter of Intent and incorporated in the Agreement.
- 19.8 **`GENERAL CONDITIONS OF CONTRACT'** shall mean the `Instructions to Tenderers' and `General Conditions of Contract' pertaining to the work detailed.
- 19.9 **`TENDER SPECIFICATIONS'** shall mean the Special Conditions, Technical Specifications, appendices, Site information and drawings pertaining to the work for which the tenderers are required to submit their offer. Individual Specifications Number will be assigned to each tender specifications.

- 19.10 **`TENDER DOCUMENTS'** shall mean the General Conditions of Contract (19.8) and Tender Specifications (19.9).
- 19.11 **`LETTER OF INTENT'** shall mean the intimation by a letter / telegram / telex / fax to the tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- 19.12 **`COMPLETION TIME'** shall mean the period by date specified in the Letter of Intent or date mutually agreed upon for handing over the erected equipment/ plant which are found acceptable by the Engineer being of required standard and conforming to the specifications of the Contract.
- 19.13 **`PLANT'** shall mean and connote the entire assembly of the plant and equipment covered by the Contract.
- 19.14 **`EQUIPMENT'** shall mean all equipment, machineries, materials, structurals, electricals and other components of the plant covered by the Contract.
- 19.15 **`TESTS'** shall mean and include such test or tests to be carried out by the contractor as are prescribed in the Contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the contracted work or part thereof.
- 19.16 **`APPROVED', `DIRECTED' or `INSTRUCTED'** shall mean approved, directed or instructed by BHEL.
- 19.17 **`WORK' or `CONTRACT WORK'** shall mean and include supply of all categories of labour, specified consumables, tools and tackles required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipment to the entire satisfaction of BHEL.
- 19.18 **`SINGULAR' and `PLURAL'** etc. Words carrying singular number shall also include plural and vice versa where the context so requires. Words importing masculine gender shall be taken to include the feminine gender and words importing persons shall include any Company or Association or Body of Individuals, whether incorporated or not.
- 19.19 **`HEADINGS'** The headings in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.
- 19.20 **`MONTH'** shall mean calendar month.
- 19.21 **`WRITING'** shall include any manuscript, type written or printed statement under the signature or seal as the case may be.
- 20 **LAW GOVERNING THE CONTRACT AND COURT JURISDICTION:** The Contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court at Delhi/ New Delhi, having ordinary Original Civil Jurisdiction shall alone have exclusive jurisdiction in regard to all claims in respect of this Contract.

- 21 **ISSUE OF NOTICE** The Contractor shall furnish to the Engineer, the name, designation and address of his authorised agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorised agent or left at or posted to the address either of the contractor or his authorised agent and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or at which they were so delivered or left.
- 22 **USE OF LAND** No land belonging to BHEL or its customer under temporary possession of BHEL shall be occupied by the Contractor without the written permission of BHEL.
- 23 **COMMENCEMENT AND COMPLETION OF WORK**
- 23.1 The contractor shall commence the work within the time indicated in the Letter of Intent and shall proceed with the same with due expedition without delay.
- 23.2 If the successful tenderer fails to commence the work within the stipulated time, BHEL, at its sole discretion, will have the right to cancel the contract. His Earnest Money and/ or Security Deposit will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.
- 23.3 All the works shall be carried out under the direction and to the satisfaction of BHEL.
- 23.4 The transported equipment, erected /constructed plant or work performed under the Contract, as the case may be, shall be taken over when it has been completed in all respects and/or satisfactorily put into operation at site.
- 24 **MEASUREMENT OF WORK AND MODE OF PAYMENT**
- 24.1 All payments due to the contractor shall be made by 'Account Payee' Cheques.
- 24.2 For progress/ running bill payments, the contractor shall present detailed measurement sheets in triplicate duly indicating all relevant details based on technical documents and connected drawings for the work done during the month/ period under different categories in line with terms of payment as per Letter of Intent. The basis of arriving at the quantities/ weights shall be the relevant documents and drawings released by BHEL. These measurement sheets shall be prepared jointly with Engineer and signed by both the parties.
- 24.3 These measurement sheets will be checked by the Engineer and quantities and percentages eligible for payment under different groups shall be decided by him. The abstract of quantities and percentages so arrived at based on the terms of payment shall be entered in the **Measurement Book and signed by both the parties.**
- 24.4 Based on the above quantities, contractor shall prepare the bills in the prescribed proforma and work out the financial value. These will be entered in the Measurement Book and signed by both the parties. Payment shall be made by BHEL after effecting the recoveries due from the contractor.

- 24.5 All recoveries due from the contractor for the month / period shall be effected in full from corresponding running bills unless specific approval from Competent authority is obtained to the contrary.
- 24.6 Measurement shall be restricted to that quantity for which it is required to ascertain the financial liability of BHEL under this contract.
- 24.7 Measurement shall be taken jointly by persons duly authorised by BHEL and the Contractor.
- 24.8 The Contractor shall bear the expenditure involved, if any, in making the measurements and testing of materials to be used/ used in the work. The Contractor shall, without extra cost to BHEL, provide all the assistance with appliances and other things necessary for measurement.
- 24.9 If, at any time due to any reason whatsoever, it becomes necessary to re-measure the work done, in full or in part, the expenses towards such remeasurement shall be borne by the Contractor.
- 24.10 ***Passing of bills covered by such measurements does not amount to acceptance by BHEL of the completion of the work measured. Any left out work has to be completed by the Contractor, as directed.***
- 24.11 Final measurement bill shall be prepared in the proforma prescribed for the purpose, based on the certificate issued by the Engineer that the entire work as stipulated in the tender specifications has been completed in all respects to the entire satisfaction of BHEL. The Contractor shall give unqualified 'No Claim' and 'No Demand' certificates. All the tools and tackles loaned to him should be returned in condition satisfactory to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Book and signed by both the parties. The final bill shall be paid within a reasonable time after completion of the work. After the payment of final bill, only the guarantee obligation percentage value shall remain unpaid which shall be released in accordance with clause 32.

## **25 RIGHTS OF BHEL**

**BHEL** reserves to itself the following rights in respect of this contract without entitling the contractor to any compensation.

- 25.1 To get the work done through another agency at the risk and cost of the contractor, in the event of poor progress or the contractor's inability to progress the work for completion as stipulated in the contract, poor quality of work, persistent disregard of instructions of BHEL, assignment, transfer, subletting of the contracted work without written permission of BHEL, non-fulfillment of any contractual obligations etc. and to claim / recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit/ other dues.
- 25.2 To withdraw any portion of work and / or to restrict / alter quantum of work as indicated in the contract during the progress of work and get it done through another agency and/ or by the departmental labour to suit BHEL's commitments to its customer or in case BHEL decides to advance the completion due to other emergent reasons/ BHEL's obligation to its customer.
- 25.3 To terminate the contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of :

- (a) Contractor's continued poor progress.
  - (b) Withdrawal from or abandonment of the work before completion of the work.
  - (c) Corrupt act of the contractor.
  - (d) Insolvency of the contractor.
  - (e) Persistent disregard of the instructions of BHEL.
  - (f) Assignment, transfer, subletting of the contract work without BHEL's written permission.
  - (g) Non-fulfillment of any contractual obligations.
- 25.4 To recover any moneys due from the Contractor from out of any moneys due to the Contractor under this or any other Contract or from the Security Deposit.
- 25.5 To claim compensation for losses sustained including BHEL's supervision charges and overheads in case of termination of contract and to levy liquidated damages for delay in completion of work, at the rate of 1/2% of the contract value per week of delay or part thereof subject to a ceiling **of 10% of the contract value.**
- 25.6 To determine the Contract or to restrict the quantum of work and pay for the portion of work done in case BHEL's contract with its customer is terminated for any reason.
- 25.7 To effect recoveries from any amounts due to the contractor under this or any other contract or in any other form the moneys which BHEL is forced to pay to anybody due to contractor's failure to fulfil any of his obligations.
- 25.8 To restrict or increase the quantity and nature of work to suit site requirements, since the tender specification is based on preliminary documents and quantities furnished therein are indicative and approximate and the rates quoted shall not be subject to revision.
- 25.9 To deploy BHEL's skilled and semiskilled workmen in case of emergency / poor progress/ deficiency in skill on the part of the employees of the contractor and to recover the expenditure on account of the same from the moneys due to the contractor.
- 25.10 While every endeavor will be made by BHEL to this end, BHEL can not guarantee uninterrupted work due to conditions beyond its control. The Contractor will not be entitled to any compensation/ extra payment on this account.
- 25.11 In the event of any dispute of technical nature, the decision of BHEL shall be final and binding on the Contractor.
- 26 RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS, ETC.**

The following are the responsibilities of the Contractor in respect of observance of local laws, employment of personnel, payment of taxes etc.:

- 26.1 As far as possible, unskilled workers shall be engaged from the local areas in which the work is being executed.
- 26.2 The contractor at all times during the continuance of this contract, shall in all his dealings with the local labour for the time being employed on or in connection with the work, have due regard to all local festivals, religious and other customs.
- 26.3 The Contractor shall comply with all State and Central Laws, Statutory Rules, Regulations, etc., such as The payment of wages Act, The Minimum Wages Act, The workmen's Compensation Act, The Employer's Liability Act, The industrial Disputes Act, The Employees' Provident Fund Act, Employees' State Insurance Scheme, the Contract Labour (Regulations and Abolition Act, 1970) and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at site. The contractor shall give to the local Governing Body, Police and other concerned Authorities all such notice as may be required under law.
- 26.4 The Contractor, in the event of his engaging 20 or more workmen, will obtain independent license under the Contract Labour (Regulations and Abolition Act, 1970) from the concerned authorities based on the certificate (Form-V) issued by the principal employer/ customer.
- 26.5 The contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges which may be leviable on account of any of his operations connected with this contract. In case BHEL is forced to make any such payment, BHEL shall recover the same from the contractor either from moneys due to him or otherwise as deemed fit.
- 26.6 While BHEL will pay the **inspection fees of the Boiler/ Electrical** Inspectorate, all other arrangements for the periodical visits of Boiler/ Electrical Inspector to site, inspection certificates etc. will have to be made by the contractor at his cost. The contractor will also meet all expenses in connection with his welder's qualification/ requalification tests etc.
- 26.7 The contractor shall be responsible for the provision of health and sanitary arrangements more particularly described in the Contract Labour (Regulations and Abolition Act, 1970) and safety precautions as may be required for safe and satisfactory execution of the contract.
- 26.8 The contractor shall be responsible for proper accommodation including adequate medical facilities for the personnel employed by him.
- 26.9 The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.
- 26.10 The contractor shall ensure that no damage is caused to any person / property of other parties working at site. If any such damage is caused, it shall be the responsibility of the contractor to make good the losses and compensate them.
- 26.11 All the properties/ equipment/ components of BHEL/ its customer loaned with or without deposit, to the contractor shall remain the properties of BHEL/ its customer. The contractor shall use such properties for the purpose of execution of this contract. All such properties/ equipment/ components shall be taken to be in good condition unless notified to the contrary by the contractor within 48 hours. The contractor shall return them in good condition as and when required by BHEL/ its customer. In case of non-return, loss,

damage, repairs etc., the cost thereof, as may be fixed by the Engineer, will be recovered from the contractor.

- 26.12 It shall not be obligatory on the part of BHEL to supply any tools and tackles or materials other than those specifically agreed to be given by BHEL. However, depending upon availability / possibility, BHEL/ its customer's equipment and other materials may be made available to the contractor on payment of hire charges as fixed by them, subject to the conditions laid down by BHEL/ its customer from time to time. Unless paid in advance, such hire and other charges shall be recovered from out of dues to the contractor or security deposit in one installment.
- 26.13 The contractor shall fully indemnify and keep indemnified BHEL/ its customer against all claims of whatever nature arising during the course of execution of this contract.
- 26.14 In case the contractor is required to undertake any work outside the scope of this contract, the amount payable shall be as may be mutually agreed upon.
- 26.15 Any delay in completion of works or non-achievement of periodical targets, due to reasons attributable to the contractor, will have to be compensated by the contractor either by increased manpower and resources or by working extra hours or more than one shift at no extra cost to BHEL.
- 26.16 The contractor shall execute the work under the conditions usual to such power plant construction and in conjunction with numerous other operations at site. The contractor and his personnel shall cooperate and coordinate with other agencies at project site and proceed in a manner that shall help in the progress of work at site as a whole.
- 26.17 The contractor will be directly responsible for payment of wages to his workmen. A pay-roll sheet giving details of all payments made to the workmen duly signed by the contractor's representative should be furnished to BHEL, if called for.
- 26.18 In case of any class of work for which there is no specification laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.
- 26.19 No levy, payment or charges made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied, demanded or charged.
- 26.20 ***No idle labour charges will be admissible in the event of any stoppage of work resulting in the contractor's workmen being rendered idle due to any reason at any time.***
- 26.21 The contractor shall take all reasonable care to protect the materials and the work till such time the plant / equipment has been taken over by BHEL / its customer.
- 26.22 Contractor shall not stop work or abandon the site for whatsoever reason or dispute, excepting for force majeure conditions. All problems / disputes shall be separately discussed and settled without effecting the progress of work. Stoppage or abandonment of work, other than under force majeure conditions, shall be treated as breach of work of contract and dealt with accordingly.

- 26.23 The contractor shall keep the area of work clean and shall remove the debris etc. while executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices, etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor.
- 26.24 The contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and/ or as per the instructions of the Engineer.
- 26.25 The contractor shall furnish fortnightly labour deployment report indicating the classification and number of workmen engaged, date wise and category wise. Besides, the contractor shall also furnish progress reports on work at regular intervals as required by the Engineer.

**27 RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT.**

- 27.1 All safety rules and codes applied by BHEL and its customer at site shall be observed by the contractor and his workmen without exception. The contractor shall be responsible for the safety of the equipment / material and work to be performed by him and shall maintain all lights, fencing guards, signs etc. or other protections necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer, with a view to prevent pilferage, accidents, fire hazards etc. Suitable number of clerical staff, watch and ward, store keepers to take care of equipment, materials, construction tools and tackles shall be posted at site by the contractor till the completion of the work under this contract. The contractor shall arrange for such safety devices as are necessary for this type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per usual standards and practices.
- 27.2 The contractor shall provide to it's work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized BHEL officials.
- (a) Safety Helmets conforming to IS-2925
  - (b) Safety Belts conforming to IS-3521
  - (c) Safety shoes conforming to IS-1989
  - (d) Eye & Face Protection devices conforming to IS-8520 and IS-8940
  - (e) Hand & body protection devices conforming to IS-2573, IS-6994, IS-8807 & IS-8519.
- 27.3 All tools, tackles, lifting appliances, material handling equipment, scaffolds, cradles, safety nets, ladders, equipment etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized BHEL official who shall have the right to ban the use of any item.

- 27.4 All electrical equipment, connections and wiring for construction power, its distribution and use shall conform to the requirements of Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. All electrical appliances including portable electric tools used by contractor shall have safe plugging system to source of power and be appropriately earthed.
- 27.5 The contractor shall not use any hand lamp energised by electric power with supply voltage of more than 24 volts. For work in confined spaces, lighting shall be arranged with power source of not more than 24 volts.
- 27.6 Where it becomes necessary to provide and / or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulations laid down in the relevant Government Acts, such as Petroleum Act, Explosives Act, petroleum and Carbides of Calcium Manual of the Chief Controller of Explosives, Government of India etc. Prior approval of the authorised BHEL official at the site shall also be taken by the contractor in all such matters.
- 27.7 The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working, when natural daylight may not be adequate for clear visibility.
- 27.8 In case of a fatal or disabling injury / accident to any person at construction sites due to lapses by the contractor, the victim and / or his / her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and / or his / her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.
- 27.9 In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover the cost of such damages from the payments due to the contractor after holding an appropriate enquiry.
- 27.10 In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, BHEL shall have the right to recover cost of such delay from the payments due to the contractor, after notifying the contractor suitably and giving him opportunity to present his case.
- 27.11 If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given reasonable opportunity to do so and / or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized BHEL official, BHEL shall have the right to take the corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by BHEL.
- 27.12 The contractor shall submit report of all accidents, fires, property damage and dangerous occurrences to the authorized BHEL official immediately after such occurrence, but in any case not later than 12 hours of the occurrence. Such reports shall be furnished in the manner prescribed by BHEL. In addition, periodic reports on safety shall also be submitted by contractor to the authorized BHEL official from time to time as prescribed.

- 27.13 During the course of construction, alteration or repairs scrap lumbars with protruding nails, sharp edges etc., and all other debris including combustible scrap shall be kept cleared from working areas, passage ways and stairs in and around site.
- 27.14 Cylinders shall be moved by tilting and rolling them on their bottom edges. They shall not be intentionally dropped, struck or permitted to strike each other violently. When cylinders are transported by powered vehicles, they shall be secured in a vertical position.
- 27.15 The contractor shall be responsible for the safe storage of his radioactive sources.
- 27.16 All the contractor's supervisory personnel and sufficient number of workers shall be trained for fire fighting and shall be assigned specific fire protection duties. Enough number of such trained personnel must be available during the tenure of the contract.
- 27.17 Contractor shall provide enough fire protecting equipment of the types and numbers at his office, stores, erection site, other temporary structures, labour colony area etc. Access to such fire protection equipment shall be easy and kept open at all times. Compliance of the above requirement under fire protection shall in no way relieve the contractor of any of his responsibility and liabilities to fire accident occurring. In the event fire safety measures are not to BHEL's satisfaction, BHEL shall have option to provide the same and recover the cost plus incidentals from contractor's bills and / or impose penalty as deemed fit by the Engineer.
- 27.18 Before commencing the work, the contractor shall appoint /nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of BHEL.
- 27.19 If safety record of the contractor in execution of the awarded job is to the satisfaction of Safety Department of BHEL, issue of an appropriate certificate to recognize the safety performance of the contractor may be considered by BHEL after completion of the job.

## 28.0 CONSEQUENCES OF CANCELLATION

- 28.1 Whenever BHEL exercises its authority to terminate the contract / withdraw a portion of work under clause 25, the work may be got completed by any other means at the contractor's risk and cost provided that in the event of the cost of completion (as certified by the Engineer which shall be final and binding on the contractor) being less than the contract value, the advantage shall accrue to BHEL. If the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount demanded by BHEL or the same shall be recovered from the contractor. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.
- 28.2 In case BHEL completes the work under the provisions of this clause, the cost of such completion to be taken into account for determining the excess cost to be charged to the contractor shall consist of cost of materials purchased and / or labour provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.

**29.0 INSURANCE**

- 29.1 BHEL / its customer shall arrange for insuring the materials / property of BHEL / its customer covering the risks during transit, storage, erection and commissioning.
- 29.2 It shall be the sole responsibility of the contractor to insure his workmen against risks of accidents and injury while at work as required by the relevant Rules and to pay compensation, if any, to them as per Workmen's Compensation Act. The contractor shall also insure his staff against accidents. The work will be carried out in a protected area and all the Rules and Regulations of BHEL / its client in the Project Area which are in force from time to time will be followed by the contractor.
- 29.3 If due to negligence and/or non-observance of safety and other precautions, any accident / injury occurs to any other persons/ public, the contractor shall pay necessary compensation and other expenses, if so decided by the appropriate authority.
- 29.4 The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss till the same is taken over by BHEL or customer. For lodging / processing of insurance claim the tractor will submit necessary documents. BHEL will reserve the right to recover the loss from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody , matter shall be reported to police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL for taking up with insurance.
- 29.5 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 reserves the right to recover deductible franchise and also unsettled portion of insurance claim amount from the contractor.
- 29.6 If due to negligence/ carelessness on the part of the contractor, any surrounding properties also gets 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.
- 29.7 The contractor may note that BHEL T&Ps / IMTEs are not insured. The Contractor will take necessary precautions and due care to protect the same while in his custody from any damage/ loss till the same is handed over back to BHEL. In case the damage / loss is due to carelessness/ negligence on the part of the contractor, the Contractor is liable to get them repair/ replaced immediately and in case of his failure to do so within a reasonable time , BHEL will reserve the right to recover the loss from the contractor.

**30.0 STRIKES AND LOCKOUTS**

- 30.1 The contractor will be solely responsible for all disputes and other issues connected with his workmen. In the event of contractor's workmen resorting to strike or the contractor resorting to lockout and if the strike or lockout so declared is not settled within a period of one month, BHEL shall have the right to get the erection work executed by employing its own men or through other

agencies or both. The cost incurred by BHEL in this regard shall be recovered from the contractor.

- 30.2 For any purpose whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL

**31.0 FORCE MAJEURE**

- 31.1 The following shall amount to force majeure conditions. Acts of God, Act of any Government, War, Sabotage, Riots, Civil Commotion, Police Action, Revolution, Flood, Fire, Cyclone, Earthquake and Epidemic and other similar causes over which the contractor has no control.

- 31.2 If the contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time for completion of the work covered by this contract shall be extended by a period of time equal to the period of delay, provided that on the occurrence of any such contingency, the contractor immediately reports to BHEL in writing the causes for the delay but the Contractor shall not be eligible for any compensation on this account.

- 32.0 **GUARANTEE** Even though the work will be carried out under the supervision of the Engineer, the contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of 24 months from the date of completion of work as certified by the Engineer, and shall rectify, free of cost to BHEL, all defects arising out of faulty erection during the guarantee period starting from the date of completion of rectification. In the event of the contractor failing to repair the defective works within the time specified by the Engineer, BHEL may proceed to undertake the repairs of such defective works at the contractor's risk and cost, without prejudice to any other rights and recover the same from out of any moneys payable to the contractor or by other legal means.

- 33.0 **ARBITRATION** : All disputes between the parties to the contract arising out of or in relation to the contract, other than those for which the decision of the Engineer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Reconciliation Act, 1996. The parties to the contract understand and agree that it will be no objection that the General Manager or the person nominated as Arbitrator had earlier in his official capacity to deal directly or indirectly with the matters to which the contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract. In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the Court for any reason, it shall be lawful for the General Manager or his successor, as the case may be, either to act himself as the Arbitrator or to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid. The Arbitrator may, from time to time, with the consent of both the parties to the contract, enlarge the time for making the award. Work under the contract shall be continued during the arbitration proceedings. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine.

---X---X---

**ANNEXURE-A**

**FINANCIAL VIABILITY**

1. Owner's capital in the business (incase of Partnership, please mention percentage shares and amounts).
2. Quantum of business done during last three financial years.
  - i) Rs.
  - ii) Rs.
  - iii) Rs.
3. Value of fixed Assets of the business in last three years.
  - i) Rs.
  - ii) Rs.
  - iii) Rs.
4. Guarantee limits (if any) enjoyed by the firm.
5. Over draft limits (if any enjoyed by the firm).
6. Please enclose audited profit and loss account and balance sheet for last 3 years (indicate no. of sheets).
7. Certificate from Scheduled Bank to prove Contractor's financial capacity to undertake the work duly indicating the financial limits the tenderer enjoys.

(Signature of tenderer)  
With Stamp

**NOTE:**

All the above documents should be duly certified by auditors/ Bank as may be applicable.

## ANALYSIS OF SIMILAR JOBS EXECUTED / IN PROGRESS

S.No.	Agency By whom Awarded	Location of project	Capacity & unit nos.	Scope of work and tonnage	Date of award	Contract value
1	2	3	4	5	6	7

%age work completed and due date for completion	Date of completion if job is already over	No. of skilled/ unskilled workers deployed at peak	No. of Engrs. & Super- visors deployed at peak	Details of major T&P like cranes, Tractor Trailors, Winches, welding M/cs supplied		Consumables by whom
				By Con- Tractor	By other Agency	
8	9	10	11	12	13	14

(SIGNATURE OF TENDERER)  
WITH STAMP

ANNEXURE – C

MONTHWISE MANPOWER DEPLOYMENT PLAN

S.No.	Category	No. of Person available on roll of the Organisation	Month (Indicate No. of persons to be deployed in each month)						
			1st	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	and so on
1.									
2.									
3.									
		Total							

(SIGNATURE OF TENDERER)  
WITH STAMP

**ANNEXURE – D**

**(A) STATUS OF TOOLS & PLANTS**

S.No. proposed	Name of Equipment	Quantity owned	Registration no. wherever Applicable	Documents enclosed for proof of Ownership	Location	Present to be deployed for this job	Quantity
----------------	-------------------	----------------	--------------------------------------	---	----------	-------------------------------------	----------

**(B) MONTHWISE T&P DEPLOYMENT PLAN**

S.No.	Description of T & P	Month (Indicate No. to be deployed in each month)							
		1st	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup> and so on

(SIGNATURE OF TENDERER)  
WITH STAMP

## ANNEXURE - E

## ANALYSIS OF UNIT RATE QUOTED

S.NO.	DESCRIPTION	PERCENTAGE OF THE UNIT RATE QUOTED	REMARKS
1.	Salary & wages for staff & workers		
2.	Consumables		
	(a) Gases		
	(b) Welding Electrodes		
	(c) P.O.L.		
	(d) Others		
3.	Depreciation & maintenance for T&P		
4.	Depreciation & Maintenance for other items		
5.	Establishment and Administration expenses of site		
6.	Overheads		
7.	Profit		

(SIGNATURE OF TENDERER)  
WITH STAMP

**ANNEXURE - F**

**DECLARATION SHEET**

I, -----hereby certify that, all the information and data furnished by me with regard to this Tender Specification No.----- are true and complete to the best of my knowledge. I have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specification.

I, further certify that I am the duly authorised representative of the under mentioned tenderer and a valid power of attorney to this effect is also enclosed.

Tenderer's Name & Address

Authorised representative's signature with name and address.

## ANNEXURE - 'G'

## CHECKLIST AND SCHEDULE OF GENERAL PARTICULARS

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

1. Name and address of the tenderer
2. Telegraphic/ telex address
3. Phone No. (Office)/ Fax No.
4. Name & designation of the official of the tenderer to whom all the references shall be made.
5. Tenderer's proposal No. & date
6. Whether EMD submitted (By cash/Pay order / bank draft) by.....
7. Validity of offer/ rates quoted for six months from the date of opening of tender Yes/No
8. Financial Status as per Clause 11.1 (in the format as per Annexure-A) Yes/No
9. Income tax Clearance certificate as per Clause 11.2 Yes/No
10. Details of experience as per clause 11.3 (in the format as per Annexure-B) Yes/No
11. Monthwise & Categorywise manpower deployment plan as per Clause 11.4 (in the format as per Annexure-C) Yes/No
12. Attested copy of power of attorney as per clause 11.5 Yes/No
13. Details about type of the firm as per clause 11.6 Yes/No
14. Status of T&P and monthwise deployment plan as per clause 11.7 (in the format as per Annexure-D) Yes/No
15. Analysis of unit rate quoted as per Clause 11.8 (in the format as per Annexure-E) Yes/No
16. Declaration sheet as per clause 11.09

(in the format as per Annexure-F)

Yes/No

Date \_\_\_\_\_

(SIGNATURE OF TENDERER)  
WITH STAMP

WITNESS  
(SIGNATURES WITH FULL PARTICULARS)

1.

2.

**ANNEXURE – H****BANK GUARANTEE FOR SECURITY DEPOSIT**

B.G. NO.

Date

This deed of Guarantee made this ----- day of -----two thousand by ----- (Bank) hereinafter called the "The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) in favour of M/s Bharat Heavy Electrical Limited ( A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its unit at Power Sector – Northern Region, Noida, Distt. Gautam Budh Nagar, (UP) hereinafter called "The Company" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns)

WHEREAS -----(hereinafter referred to as the Contractor) have entered into a contract arising out of Letter of Intent no.----- dt.- -----(hereinafter referred to as "the contract") for the construction of ----- --- with the company.

AND WHEREAS the contract inter-alia provides that the contractor shall furnish to the company a sum of Rs.----- (Rupees-----) towards security deposit for due and faithful performance of the contract in the form and manner specified therein.

AND WHEREAS the contractor has approached the Guarantor and in consideration of the arrangement arrived at between the contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the company.

The Guarantor do hereby guarantee to the company the due and faithful performance, observance or discharge of the Contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs.------(Rupees-----) against any claim by the company on them for any loss, damage, costs, charges and expenses caused to or suffered by the company by reasons of the contractor making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the company whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and / or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and from time to time any of the powers exercisable by it

against the contractor and either enforce or forbear from enforcing any of the terms and conditions governing the contract or securities available to the company and the Guarantor shall not be released from its liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the contractor or any other forbearance, act or commission on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from its liability under this guarantee.

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and its claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor and accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after ----- i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the company to proceed against the contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the Company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs.----- (Rupees-----). Our guarantee shall remain in force until -----, i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before ----- we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this documents shall only be enforced or settled in the courts of at New Delhi / Delhi only.

The Guarantor hereby declares that it has power to execute this guarantee and the executant has full powers to do so on behalf of the Guarantor.

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

Signed for and on behalf of the Bank

(Signatory No.-----)

WITNESSES

1. Name & Address
2. Name & Address

Notes :

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

**ANNEXURE - I**

**AGREEMENT**

Agreement No. and Date \_\_\_\_\_  
 Name of the Work \_\_\_\_\_

\_\_\_\_\_  
 Name of the Contractor with full address \_\_\_\_\_

Value of work awarded \_\_\_\_\_

Letter of Intent No. and Date \_\_\_\_\_

Scheduled Commencement Date \_\_\_\_\_  
 Scheduled Completion Date \_\_\_\_\_

THIS AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2000 between BHARAT HEAVY ELECTRICALS LIMITED (A Government of India Enterprise) a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort New Delhi- 110049 (herein after called BHEL) of the ONE PART.

AND

M/S \_\_\_\_\_ (hereinafter called the `Contractor') of the SECOND PART.

WHEREAS M/s -----state that they have acquired and possess extensive experience in the field of -----

And Whereas in response to an Invitation to Tender No. ----- issued by BHEL for execution of ----- the contractor submitted their offer No.-----dated -----And whereas BHEL has accepted the offer of the Contractor on terms and conditions specified in the Letter of Intent No.-----dated -----read with the references cited therein.

THIS AGREEMENT WITNESSES AND it is hereby agreed by and between the parties as follows:

1. That the contractor shall execute the work of -----and more particularly described in Tender Specification No -----including Drawings and Specifications (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, instructions to Tenderers, General Conditions of Contract, Special Conditions, Annexures, Letter of Intent dated - -----and such other instructions, Drawings, Specifications given to him from time to time by BHEL.
2. The Contractor is required to furnish to BHEL Security deposit in the form of cash/ approved securities/ Bank Guarantee valid upto ----- for a sum of Rs.----- towards satisfactory performance and completion of the Contract.
3. The Contractor has furnished a Bank Guarantee bearing no.-----dated -----for a sum of Rs.-----executed by ----- in favour of BHEL towards Security Deposit valid upto -----

OR

The Contractor has furnished to BHEL an initial Security Deposit of Rs.-----in the form of cash / approved Securities/ B.G No.----- dated ----- for Rs.----

-----executed by ----- in favour of BHEL valid upto ----- and has agreed for recovery of the balance security deposit by BHEL @ 10% of the value of work done from each running bill till the entire Security Deposit is recovered.

OR

The contractor has furnished to BHEL an initial Security Deposit of Rs.----- (Rs.----- vide Bank draft No.----- dated ----- and by adjusting EMD of Rs.----- submitted vide Bank draft No.----- dt.-----) and has agreed for recovery of balance Security Deposit by BHEL @ 10% of the value of work done from each running bill till the entire security deposit is recovered.

4. The Contractor hereby agrees to extend the validity of the Bank Guarantee for such further period or periods as may be required by BHEL and if the Contractor fails to obtain such extension(s) from the Bank, the Contractor, shall pay forthwith or accept recovery of Rs.----- from the bills in one installment and the contractor further agrees that failure to extend the validity of the Bank Guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum of Rs.-----.

OR

In case the contractor furnishes the bank guarantee at a later date the contractor hereby agrees to extend the validity of bank guarantee for such further period or periods as may be required by BHEL and if the contractor fails to obtain such extension(s) from the bank, the contractor shall pay forthwith or accept recovery of the amount of bank guarantee given in lieu of security deposit from the bills in one installment and the contractor further agrees that failure to extend the validity of bank guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum.

5. That in consideration of the payments to be made to the Contractor by BHEL in accordance with this Agreement the Contractor hereby covenants and undertakes with BHEL that they shall execute, construct, complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.
6. That the Contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the Works to be executed by him.
7. That the Contractor shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorised by BHEL, within the agreed time schedule, the time of completion being the essence of the Contract.
8. That BHEL shall, after proper scrutiny of the bills submitted by the Contractor, pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.
9. That this Agreement shall be deemed to have come into force from ----- the date on which the letter of intent has been issued to the Contractor.
10. That whenever under this contract or otherwise, any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.

11. That all charges on account of Octroi, Terminal and other taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Contractor.
12. That BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax under Section 194 (C) of the Income Tax Act, 1961.
13. That BHEL shall be further entitled to recover from the running bills of the Contractor or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL, hire charges for tools and plants issued (Where applicable) and any other dues owed by the Contractor.
14. That it is hereby agreed by and between the parties that non- exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Contractor with respect to compensation payable to BHEL or Contractor's obligations shall remain unaffected.
15. It is clearly understood by and between the parties that in the event of any conflict between the Letter of Intent and other documents governing this Agreement, the provisions in the Letter of Intent shall prevail.

16. The following documents

1. Invitation to Tender No----- and the documents specified therein.
2. Contractor's Offer No----- dated-----  
-----.
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. Letter of Intent No\_\_\_\_\_ dated\_\_\_\_\_.
7. \_\_\_\_\_

shall also form part of and govern this Agreement.

IN WITNESS HEREOF, the parties hereto have respectively set their signatures in the presence of

WITNESS

- 1.
- 2.

(CONTRACTOR)  
(to be signed by a person holding  
a valid Power of Attorney)

WITNESS

- 1.
- 2.

(For and on behalf of BHEL)

## LIST OF MEMBER BANKS

1. State Bank of India
2. ABN AMRO Bank N.V.
3. Bank of Baroda
4. Canara Bank
5. CITI Bank N.A.
6. Corporation Bank
7. Deutsche Bank AG
8. HDFC Bank Ltd.
9. The Hongkong and Shanghai Banking Corporation Ltd.
10. ICICI Bank Ltd.
11. IDBI Ltd.
12. Punjab National Bank
13. Standard Chartered Bank
14. State Bank of Travancore
15. State Bank of Hyderabad
16. Syndicate Bank
17. Indian Bank
18. Oriental Bank of Commerce
19. Kotak Mahindra Bank Ltd.

**SECTION – I (a)**  
**SPECIFICATION**  
**FOR**  
**HEALTH, SAFETY AND ENVIRONMENT (HSE)**

**1.0 SCOPE**

This specification establishes the Health, Safety and Environment (HSE) management requirement to be complied with by the Contractors during construction.

Requirements stipulated in this specification shall supplement the requirements of HSE Management given in relevant Act (s) /legislations, General Condition Contract (GCC). Special Conditions of Contract (SCC) and job specification where different documents stipulates different requirements, the most stringent be adopted.

**2.0 REFERENCES**

This document should be read in conjunction with following :

- General Conditions of Contract (GCC)
- Special Conditions of Contract (SCC)
- Scope of work
- Relevant IS Codes (refer Annexure-I)
- Reporting Formats (refer Annexure-II)

a. REQUIREMENTS OF HEALTH, SAFETY & ENVIRONMENT (HSE) MANAGEMENT SYSTEM TO BE COMPLIED BY CONTRACTORS.

b. MANAGEMENT RESPONSIBILITY

3.1.1 The Contractor to comply with HSE requirement at Construction sites as enclosed to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.

3.1.2 The HSE management system shall cover the HSE requirements including but not limited to what is specified under Para 1.0 and para 2.0 above.

3.1.3 Contractor shall be fully responsible for planning and implementing HSE requirements. Contractor as a minimum requirement shall designate/deploy the following to co-ordinate the above :

No. of workers deployed upto 250 - Designate one safety Supervisor

Above 250 & upto 500 - Deploy one qualified and Experienced safety engineer/ officer

Above 500 (for every 500 or less) - One additional safety engineer/ officer, as above.

Contractor shall indemnify & hold harmless Owner/BHEL & their representatives free from any and all liabilities arising out of non-fulfillment of HSE requirement.

- 3.1.4 The Contractor shall ensure that the Health, Safety and Environment (HSE) requirements are clearly understood & faithfully implemented at all levels at site.
- 3.1.5 BHEL shall promote and develop consciousness for Health, Safety and Environment among all personnel working for the Contractor. Regular awareness programmes and work site meetings shall be arranged on HSE activities to cover hazards involved in various operations during construction.
- 3.1.6 The Contractor shall arrange suitable first aid measures such as First Aid Box, trained personnel to give First Aid and install fire protection measures such as adequate number of steel buckets with sand and water to the satisfaction of BHEL/Owner.
- 3.1.7 Non-Conformance on HSE by Contractor (including his Sub-contractors) as brought out during review / audit by BHEL/Owner representative shall be resolved forthwith by Contractor. Compliance report shall be provided to BHEL.
- 3.1.8 The Contractor shall ensure participation of his Resident Engineer / Site-In-Charge in the Safety Committee / HSE Committees meetings arranged by BHEL / Owner. The compliance of any observations shall be arranged urgently. He shall assist BHEL / Owner to achieve the targets set by them on HSE during the project implementation.
- 3.1.9 The Contractor shall adhere consistently to all provisions of HSE requirements. In case of non-compliance or continuous failure in implementation of any of HSE provisions, BHEL / Owner may impose stoppage of work without any Cost & Time implication to BHEL / Owner and / or impose a suitable penalty for non-compliance with a notice of suitable period, upto a commulative limit of 1.0% (one percent) of Contract value. This penalty shall be in addition to all other penalties specified else where in the contract. The decision of imposing stoppage of work, its extent & minority penalty shall rest with BHEL / Owner & binding on the Contractor.
- 3.1.10 All fatal accidents and other personnel accidents shall be investigated by a team of Contractor's senior personnel for root cause & recommended corrective and preventive actions. Findings shall be documented and suitable actions taken to avoid recurrences shall be communicated to BHEL / Owner. BHEL / Owner shall have the liberty to independently investigate such occurrences and Contractor shall extend all necessary help and co-operation in this regard.

## **3.2 HOUSE KEEPING**

- 3.2.1 Contractor shall ensure that a high degree of house keeping is maintained and shall ensure interalia; the following :
- a) All surplus earth and debris are removed / disposed off from the working areas to identified locations (s).
  - b) Unused/Surplus Cables, Steel items and steel scrap lying scattered at different places within the working areas are removed to identified locations (s).
  - c) All wooden scrap, empty wooden cable drums and other combustible packing materials, shall be removed from work place to identified location(s).

- d) Roads shall be kept clear and materials like : pipes, steel, sand boulders, concrete, chips and brick etc., shall not be allowed on the roads to obstruct free movement of men & machineries.
- e) Fabricated steel structurals, pipes & piping materials shall be stacked properly for erection.
- f) Water logging on roads shall not be allowed.
- g) No parking of trucks/trolleys, cranes and trailers etc., shall be allowed on roads which may obstruct the traffic movement.
- h) Utmost care shall be taken to ensure over all cleanliness and proper upkeep of the working areas.
- i) Trucks carrying sand, earth and pulverized materials etc., shall be covered while moving within the plant area.

In case of non-compliance of any of above, BHEL shall have the liberty to get it done from some other agency at this risk and cost.

### **3.3 HEALTH, SAFETY AND ENVIRONMENT**

- 3.3.1 The Contractor shall provide safe means of access to any working place including provisions of suitable and sufficient scaffolding at various stages during all operations of the work for the safety of his workmen, and BHEL / Owner. Contractor shall ensure deployment of appropriate equipment and appliances for adequate safety and health of the workmen and protection of surrounding areas.
- 3.3.2 The contractor shall ensure that all their staff and workers wear Safety Helmet and Safety shoes. Contractor shall also ensure use of safety belt, protective goggles, gloves etc., by the personnel as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.
- 3.3.3 The Contractor shall assign to his workmen, tasks commensurate with their qualification, experience and state of health for driving of vehicles, handling and erection of material and equipments. All lifting equipments shall be tested certified for its capacity before use. Adequate and suitable lighting at every work place and approach there to, shall be provided by the Contractor before starting the actual operations at night. It is mandatory for contractor to get his workmen medically examined / checked for fitness of work assigned once a year and furnish the certificate to that effect from RMP / Govt. Hospital.
- 3.3.4 Hazardous and / or toxic materials such as solvent, coating or thinners shall be stored in appropriate containers.
- 3.3.5 All hazardous materials shall be labeled with the name of the materials, the hazards associated with its use and necessary precautions to be taken.
- 3.3.6 Contractor shall ensure that during the performance of the work, all hazards of the health of personnel, have been identified, assessed and eliminated.
- 3.3.7 Chemical spills shall be contained and cleaned up immediately to prevent further contamination.
- 3.3.8 All personnel exposed to physical agents such as ionizing or non-ionizing radiation, ultraviolet rays or similar other physical agents shall be provided with

adequate shielding or protection commensurate with the type of exposure involved.

3.3.9 Where contact or exposure of hazardous materials could exceed limits or could otherwise have harmful effects, appropriate personnel protective equipment such as gloves, goggles, aprons, chemicals resistant clothing and respirator shall be used.

3.3.10 All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules & regulations relating to the hazardous materials substances and wastes. Contractor shall not dump, release or otherwise discharge or dispose off any such materials without the express authorization of BHEL / Owner.

#### **4.0 DURING JOB EXECUTION**

4.1 Implement Health, Safety and Environment requirements including but not limited to as brought out under para 3.0. Contractor shall ensure to :

- arrange workmen compensation insurance, registration under ESI Act, third party liability insurance etc., as applicable.
- arrange all HSE permits before start of activities (as applicable) like hot work, confined space, work at heights, storage of chemical / explosive materials and its use and implement all precautions mentioned therein.
- Submit timely the completed checklist on HSE activities, Monthly HSE report, accident reports, investigation reports etc., as per BHEL / Owner requirements. Compliance of instructions on HSE shall be done by Contractor and informed urgently to BHEL / Owner.
- Ensure the Resident Engineer / Site-Incharge of the Contractor shall attend all the Safety Committee / HSE meetings arranged by BHEL/Owner. In case of his absence from site that a second senior most person shall be nominated by him in advance and communicated to BHEL/Owner.
- Display at site office and work locations caution boards, list of hospitals, emergency services available.
- Display posters, banners made available by BHEL for safe working to promote safety consciousness.
- Assist in HSE audits by BHEL / Owner and submit compliance report.
- Generate and submit HSE records / report as per HSE plan.
- Appraise BHEL / Owner on HSE activities at site.

## RELEVANT IS – CODES FOR PERSONAL PROTECTION

IS: 2925-1984	Industrial Safety Helmets
IS: 4770-1968	Rubber gloves for electrical purposes
IS: 6994, 1973 (Part-I)	Industrial Safety Gloves (Leather & Cotton Gloves)
IS: 1989-1986 (Part I & III)	Leather safety boots and shoes
IS: 3738-1975	Rubber knee boots
IS: 5557-1969	Industrial and Safety rubber knee boots
IS: 6519-1971	Code of practice for selections, care and repair of Safety footwear
IS: 11226-1985	Leather Safety footwear having direct moulding sole
IS: 5983-1978	Eye protectors
IS: 9167-1979	Ear protectors
IS: 3521-1983	Industrial Safety belts and harness

**1.0 HEALTH, SAFETY & ENVIRONMENT (HSE) PLAN**

PROJECT: ----- CONTRACTOR :-----

DATE :----- OWNER :-----

(To be prepared by each construction Agency)

ACTIVITY DESCRIPTION	PROCEDURE/ W.I/ GUIDELIES	CODE OF CONFORMANCE	PERFORMING FUNCTIONS			AUDIT FUNCTION CUSTOMER REVIEW
			PERFORMER	CHECKER	APPROVER	
AUDIT REQUIREMENT						

PREPARED BY

REVIEWED BY

APPROVED BY  
(RESIDENT ENGINEER)

**2.0 MONTHLY HSE CHECKLIST CUM COMPLIANCE REPORT (1/6)**

PROJECT:----- CONTRACTOR:-----

DATE :----- OWNER:-----

INSPECTION BY:-----

Note: Write 'NA' wherever the item is not applicable.

ITEM	YES	NO	REMARKS	ACTION
<b>HOUSING KEETING</b>				
Waste containers provided and used				
Sanitary facilities adequate and clean				
Passageways and Walkways Clear				
General neatness of working areas				
Others				
<b>PERSONNEL PROTECTIVE EQUIPMENT</b>				
Goggles: Shelds				
Face protection				
Hearing protection				
Safety Shoes provided				
Hand protection				
Safety Belts				
Others				
<b>EXCAVATIONS / OPENINGS</b>				
Openings properly covered or barricaded				
Excavations shored				
Excavations barricaded				
Overnight lighting provided				
Other				

**MONTHLY HSE CHECKLIST CUM COMPLIANCE REPORT (Contd.. 2/6)**

ITEM	YES	NO	REMARKS	ACTION
<b>WELDING, CUTTING</b>				
Gas cylinders chained upright				
Cables and hoses not obstructing				
Screens or shields used				
Flammable materials protected				
Fire extinguisher (s) accessible				
Other				
<b>SCAFFOLDING</b>				
Fully decked platforms				
Guard and intermediate rails in place				
Toe boards in place				
Adequate shoring				
Adequate access				
Other				
<b>LADDERS</b>				
Extension side rails 1 m above				
Top of landing				
Properly secured				
Angle + 70 from horizontal				
Other				

**MONTHLY HSE CHECKLIST CUM COMPLIANCE REPORT (Contd.3/6)**

ITEM	YES	NO	REMARKS	ACTION
<b>HOIST. CRANES AND DERRICKS</b>				
Condition of cables and sheaves	OK			
Condition of slings, chains, hooks & eyes	O.K.			
Inspection and maintenance logs	maintained			
Outriggers	used			
Signs/barricades	provided			
Signals	observed and understood			
Qualified operators				
Other				
<b>MACHINERY, TOOLS AND EQUIPMENT</b>				
Proper instruction				
Safety devices				
Proper cords				
Inspection and maintenance				
Other				
<b>VEHICLE AND TRAFFIC</b>				
Rules and regulations	observed			
Inspection and maintenance				
Licensed drivers				
Other				

**MONTHLY HSE CHECKLIST CUM COMPLIANCE REPORT (Contd.4/6)**

ITEM	YES	NO	REMARKS	ACTION
<b>TEMPORARY FACILITIES</b>				
Emergency instructions posted				
Fire extinguishers provided				
Fire-aid equipment available				
Secured against storm damage				
General neatness				
In accordance with electrical requirements				
Other				
<b>FIRE PREVENTION</b>				
Personnel instructed				
Fire extinguishers checked				
No smoking in Prohibited areas				
Hydrants Clear				
Other				
<b>ELECTRICAL</b>				
Proper wiring				
ELCB's provided				
Ground fault circuit interrupters				
Protection against damage				
Prevention of tripping hazards				
Other				

**MONTHLY HSE CHECKLIST CUM COMPLANCE REPORT (Contd.5/6)**

ITEM	YES	NO	REMARKS	ACTION
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**HANDLING AND STORAGE OF MATERIALS**

Properly stored or stacked

Passageways clear

Other

**FLAMMABLE GASES AND LIQUIDS**

Containers clearly identified

Proper storage

Fire extinguishers nearby

Other

**WORKING AT HEIGHT**

Erection plan

Safety belts and lanyards; chute lines

Other

**ENVIRONMENT**

Chemical and other Effluents properly disposed

Cleaning liquid of pipes disposed off properly

Water used for hydrotesting disposed off as  
Per agreed procedure

Lubricant Waste/Engine Oil properly disposed

Waste from Canteen, offices, sanitation etc.,  
Disposed properly

Disposal of surplus earth, stripping materials,  
Oily rags and combustible materials done  
Properly

**MONTHLY HSE CHECKLIST CUM COMPLIANCE REPORT (Contd.6/6)**

ITEM	YES	NO	REMARKS	ACTION
<u>Green belt protection</u>				
<u>Hygienic conditions at labour camps O.K?</u>				
<u>Availability of First Aid facilities</u>				
<u>Proper sanitation at site, office and Labour camps</u>				
<u>Arrangement of medical facilities</u>				
<u>Measures for dealing with illness</u>				
<u>Availability of Potable drinking water For workmen &amp; staff</u>				
<b><u>Signature of Resident Engineer with Seal</u></b>				

**3.0 ACCIDENT CUM FIRE REPORT**

(To be submitted by contractor after every accident within 24 hours of accident)

Name of Site: \_\_\_\_\_ Report : \_\_\_\_\_  
Date: \_\_\_\_\_  
CONTRACTOR \_\_\_\_\_

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NAME OF THE INJURED \_\_\_\_\_  
FATHER'S NAME \_\_\_\_\_  
SUB-CONTRACTOR M/S \_\_\_\_\_  
DATE & TIME OF ACCIDENT \_\_\_\_\_  
LOCATION \_\_\_\_\_

---

BRIEF DESCRIPTION OF ACCIDENT

---

CAUSE OF ACCIDENT

---

NATURE OF INJURY/DAMAGE

---

MEDICAL AID PROVIDED/ACTIONS TAKEN

---

INTIMATION TO LOCAL AUTHORITIES

---

DATE: \_\_\_\_\_ SIGNATURE OF  
CONTRACTOR \_\_\_\_\_

WITH SEAL

TO: SITE-IN-CHARGE/BHEL 1 COPY

**4.0 SUPPLEMENTARY ACCIDENT & INVESTIGATION REPORT**

Project: \_\_\_\_\_ Supplementary to Report No. \_\_\_\_\_  
(Copy enclosed)

Site: \_\_\_\_\_ Date: \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

NAME OF THE INJURED \_\_\_\_\_

FATHER'S NAME \_\_\_\_\_

SUB-CONTRACTOR M/S \_\_\_\_\_

DATE & TIME OF ACCIDENT \_\_\_\_\_

LOCATION \_\_\_\_\_

BRIEF DESCRIPTION & CAUSE OF ACCIDENT

NATURE OF INJURY/DAMAGE

COMMENTS FROM MEDICAL PRCTICETIONER, WHO ATTENDED THE VICTIM / INJURED

SUGGESTED IMPROVEMENT IN THE WORKING CONDITION, IF ANY

LOSS OF MANHOURS AND IMPACT ON SITE WORKS

ANY OTHER COMMENT BY SAFETY OFFICER

DATE: \_\_\_\_\_ SIGNATURE OF CONTRACTOR  
\_\_\_\_\_ WITH SEAL

TO: SITE-IN-CHARGE/BHEL 1 COPY

**5.0 MONTHLY HEALTH, SAFETY & ENVIRONMENT (HSE) REPORT**

(To be submitted by each Contractor)

Actual work start Date: \_\_\_\_\_ For the month of \_\_\_\_\_

Project: \_\_\_\_\_ Report No. \_\_\_\_\_

Name of the Contractor: \_\_\_\_\_ Status as on: \_\_\_\_\_

Name of Work: \_\_\_\_\_ Name of safety officer \_\_\_\_\_

ITEM	THIS MONTH	CUMMULATIVE
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Total Strength (Staff + Workmen)

Number of HSE meetings organized at site

Number of HSE awareness programmes Attended at site

Whether workmen compensation policy taken Y/N

Whether workmen compensation policy is valid Y/N

Whether workmen registered under ESI Act Y/N

Number of Fatal Accidents

Number of Loss Time Accidents (Other than Fatal)

Other accidents (Non Loss Time)

Total No. of Accidents

Total man-hours worked

Man-hour loss due to fire and accidents

Compensation cases raised with Insurance

Compensation cases resolved and paid to workmen

Remarks

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Date \_\_\_\_\_ Safety Officer/Resident Engineer \_\_\_\_\_

\_\_\_\_\_  
(Signature & Name)

To: SITE-IN-CHARGE, BHEL \_\_\_\_\_ 1 COPY

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

<b>Clause No.</b>	<b>Title</b>
34.0	General Scope of Work
35.0	Tools & Plants
36.0	Contractor's Supervision
37.0	Supervisory Staff & workmen
38.0	Materials
39.0	Not Applicable
40.0	Execution of work
41.0	Methods of measurement
42.0	Deviation
43.0	Valuation of deviation
44.0	Compliance to regulation & bylaws
45.0	Facilities to be provided by BHEL/ Contractor
46.0	Progress reporting
47.0	Drawings & documents
48.0	Delay & Extension of Time
49.0	Time Schedule
50.0	Price Variation and over run
51.0	Taxes and Duties
52.0	Terms of payment
53.0	Rate schedule
54.0	Instructions to Tenderer
55.0	Performance Guarantee
56.0	Others

<b>SECTION: III</b>	
<b>SPECIAL CONDITIONS</b>	
<b>34.0</b>	<b>GENERAL SCOPE OF WORKS</b>
34.1	<p>BHEL is bidding for the EPC Project Work of Design, Manufacture, Supply, Installation, Erection &amp; Commissioning of 400 MW MARIB STAGE –II GAS POWER STATION , YEMEN owned by PEC as a turnkey project. The equipments consists of V94.2 Gas Turbine Generator Set , , Gas Turbine and Generator Auxiliaries , Electrical system upto Generator Transformer ,Control and Instrumentation System , Balance of Plant Equipments of Air Conditioning , Ventilation , Fire Fighting , Water system , Illumination System , Communication System etc . These materials will be supplied from BHEL manufacturing units located all over the country as well as BHEL vendors located both in the country and abroad.</p> <p>The scope of work under this tender consists of :</p> <p>A. <b>MATERIALS MANAGEMENT:-</b> Taking delivery of plant materials and other equipments from under the hook of shipping vessel / at airport , loading on trailers , transportation to site , unloading and shifting of these materials to their designated locations, their verification, stacking and issue for erection.</p> <p>(1) Plant materials/equipments which consists of of V94.2 Gas Turbine Generator Set , , Gas Turbine and Generator Auxillaries , Electrical system upto Generator Transformer ,Control and Instrumentation System , Balance of Plant Equipments These materials shall be supplied from BHEL’s manufacturing units located all over the country as well as BHEL’s vendors located both in the country and abroad.</p> <p>(2) Reinforcement bars and Power House Structure steel.</p> <p>(3) Various other equipment like cranes, tools, furniture being brought to the site to facilitate the site activities.</p> <p>B. <b>INFRASTRUCTURE:-</b> Providing of Infrastructure Facilities of Office and Stores Building , Storage Yard , Camp facilities , Houses at Marib- site and office &amp; guest house facilities at Saana , Local Transportation , Security at site , etc as mentioned in the specifications</p>
<b>34.2</b>	<b>MATERIALS MANAGEMENT</b>
34.2.1	<p>The scope of work under this tender consists of receiving and handling appx 12,000 MT of materials from the hook of the shipping vessels at port of entry ( Aden ) or Airport at Saana , Port clearance , co-ordination with Customs and other Authorities , obtaining necessary clearances , unloading at port , loading on carriers ( <b>SPECIAL CARRIERS FOR ODC CONSIGNMENTS</b> ), lashing / anchoring as per drawing / directives of BHEL , with safe and expeditious transportation to site , complete safe unloading and trans-shipment arrangements with pulley blocks , winches , cranes etc for receiving , unloading from carriers at site , transportation to site stores , unloading , storage , stacking and preservation , including supply of preservatives .</p>
34.2.2	<p>Approximate tonnage to be handled under this contract is 12,000 MT . The contractor will have to handle whatever actual materials are dispatched for the project irrespective of the variations and payments will be released on the gross tonnage handled . Most of these material required for erection shall be made available at site well in time for which the contractor shall be required to carry out proper handling, verification, storage and issue as per the scope mentioned in this NIT( Notice Inviting Tender).</p>

34.2.3	Temporary transshipments and storage at Port and in transit , if required , shall also be in the bidder's scope . Damages , if any , caused to Government / Private Properties enroute shall be repaired to the satisfaction of the Authorities. All clearances for transportation within Yemen , strengthening and / or widening of loading / unloading area , culverts / bridges , roads , if required , shall be done by the bidder within the quoted price . Necessary permits and fees required for such works is in the Contractor Scope. However, any fees paid to Yemen Government Authority shall be reimbursed on actual on production of receipt
34.2.4	Providing Insurance Surveyors with all facilities , as per requirements of Underwriter, for damaged materials / package inspection , including reports and claims and repacking, if necessary, shall also be in the Contractor's scope .
34.2.5	Checking and verifying all shipments received against the shipping documents under supervision of BHEL and issuing Receipt – cum- Damage reports , including arranging inspection and survey by Customer / Port Authorities / Surveyors at Port Of Entry and at site , lodging and expeditious settlement of claims
34.2.6	Arranging clearance , transportation from Port / Airport , and after use repacking , transport to Port / Airport , clearance and re-export of Testing and any other material of BHEL and their personnel with all required services
34.2.7	<b>Annexure I gives the general idea for tender's information about weights and dimensions of some of the major components / equipments.</b> The weights and dimensions shown are approximate and are liable to vary . No increase in quoted / accepted price / rates will be allowed due to change in weights and dimensions of the equipment / materials .
34.2.8	Payment of all demurrages / wharfage that result due to contractor's fault would be the responsibility of the contractor and to his account . If BHEL has to make the payment of demurrage and wharfage together with freight , the amount so paid as demurrage / wharfage for the reasons stated above shall be paid by the contractor forthwith or would be recovered from the bills of the bidder .
34.2.9	In any case contractor will pursue with concerned Port / Carrier authorities at all level (local/HQ etc.) for waiver / reduction to the minimum of such demurrage/ wharfages charges. Whenever such demurrages/ wharfages become payable due to reasons not attributable to contractor, contractor will immediately bring it to the notice of BHEL with specific request to bear such charges. The decision of the Engineer in such case will be final and binding on the contractor.
34.3	<b>Quantities mentioned in the rate schedule are approximate only and liable for variation due to change of scope of work / variation in schedule of quantities, changes in design etc.</b> The contractor has to handle whatever actual materials are dispatched for the project irrespective of any variations and payments shall be released for the actual gross tonnage handled. The quantities indicated against each item may vary to any extent and no compensation will be payable in variation of Individual quantity. <b>However, in case of over all variation in final executed value (w.r.t the awarded value indicated in the LOI) beyond (minus) 30% i.e in case of reduction in executed value w.r.t awarded value, the contractor will be eligible for compensation as per the following provision;</b>  <b>"The final executed value shall be raised by 10 % of the executed value 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"</b>  Tenderers are required to take above into account while quoting the unit rates quoted as per Rate Schedule so as to take care of such variation during execution stage.
34.4	<b>Annexure-I attached with this NIT gives</b> the general idea about the weights and dimensions of some major components / equipments to be handled by the contractor. The weights and dimensions shown are approximate and are liable to vary. No increase in quoted / accepted rates /prices shall be allowed due to change in weights and dimensions of the equipment / materials.

34.5	Some consignments mainly smalls / parcels may also be received at Airport . The contractor shall have to handle such consignments also as per finally accepted rates
34.6	It shall be the responsibility of the contractor to keep in touch with Engineer at site and find out arrival of ship / air consignments. The Contractor shall collect all the Despatch / Shipping Documents from BHEL site office either personally or through an authorized representative. The contractor or his authorized representative shall, for the purpose, visit the said office regularly and collect available Despatch / Shipping Documents etc. While collecting the Despatch / Shipping Documents contractor or his authorized representative will sign the register maintained for the purpose indicating date and time of collection. The contractor shall keep in touch with Shipping / Airport authorities, carriers and arrange to effect delivery of consignments immediately on their receipts. Delay may cause deterioration of goods apart from attracting demurrage charges. Contractor shall also maintain a register indicating date of Despatch / Shipping Documents , date of collection of the materials from Shipping / Airport agencies date of stacking them at storage yard of BHEL.
34.7	The contractor has to ensure the unloading and removal of materials from Port / Airport / / unloading places within the permitted time. He has to ensure that the area is kept free and avoid jamming. Any loss to BHEL on this account shall be recovered from the contractor.
34.8	Any discrepancy / shortage / damage found in the consignment after taking delivery from the ship after giving clear receipt would be the responsibility of the contractor and the amount liable to be lost by BHEL on such accounts is recoverable from the contractor.
34.9	In case of apparent damages / shortages in consignments / packing noticed by the contractor, such cases shall be brought to the notice of BHEL and cleared only with their consent/approval.
34.10	It would be responsibility of the contractor to examine the packages, consignments, etc. on arrival and bring to the notice and BHEL Authorities regarding loss / damages, if any, observed in the consignments. Before taking delivery, particularly of consignments in 'smalls', the weight of the package shall be checked with the invoiced weight / contents of the packages and any discrepancy shall be reported immediately to BHEL. In all the cases of loss / damages the contractor will take open delivery from the carriers. They shall forward such Open Delivery Certificates (ODC) to the Engineer within 15 days of retiring such consignments. All expenses connected therewith shall be to the account of contractor. BHEL reserves right to claim losses, if any, accrued to BHEL in the event of contractor's non-compliance to above.
34.11	In case of short delivery and non-delivery, immediate notice of loss shall be filed with the concerned Authorities at places of dispatch and destination as also at any intermediate station, if it is a different one, under intimation to BHEL authorities at site.
34.12	BHEL reserves the right to recover from the contractor any loss which arises out of undue delay / discrepancy / shortage / damage or any other cause during transit between the Port / weigh bridges and BHEL storage yards / store sheds / project site or during stacking, when the custody of the equipment is with the contractor.
34.13	Unloading from lorries, transportation, unloading at storage area / work site stacking and re-stacking of heavy sophisticated equipment shall be done in the presence of or as per the directions of BHEL representative.
34.14	Since, the trucks / trailers are expected to arrive during any time of the day / night, <b>the contractor shall have his workmen round the clock at site as well as other places as required to unload the materials.</b>
34.15	Consignments coming on Thursday / Friday and Holidays are also required to be handled by the contractor promptly. It will be the responsibility of the contractor to contact the site Engineer / his authorized representative of BHEL at their residence, if required, and obtain instructions to make suitable arrangements.
34.16	<b>The detention charges, if any, in the event of delay in unloading from the ship, will be to contractor's account.</b>
34.17	It shall be the responsibility of the contractor, to provide all necessary facilities to open the

	packages, in the presence of the Engineer, verifying their contents, re-packing wherever and whenever necessary, properly stacking them as may be directed by the Engineer. These works should be so done so as to facilitate proper handling, periodical verification of materials, receipt position, stock taking etc. <b>The contractor shall have experienced persons at site who can maintain the records of dispatch / receipt/ stacking / verification / shortage / damage / missing items etc.</b> The verification of materials shall be carried out within fifteen days and report shall be submitted as a documentary proof.
34.18	<b>All materials shall be stored at least 6” above ground level by use of concrete / wooden sleepers or on steel frames.</b> No material shall be left to remain on ground at any time. Materials shall not be stacked in low-lying areas, where they are likely to get flooded during rains. Wooden sleepers / concrete blocks / steel frames and tarpaulins for this purpose <b>wherever deemed necessary shall be provided by the Contractor.</b> These items shall be stacked / stored properly at a location(s) specified by BHEL when not in use
34.19	The material / equipment requiring indoor storage will be handled and stacked inside the storage shed (provided by BHEL) by the contractor using own material handling equipment like Hydra crane, Fork Lift , etc.
34.20	<b>For checking / verification of the components / packages with packing slips, sufficient experienced persons and other facilities shall be provided by the contractor as and when required by the Engineer.</b>
34.21	Stacking of the material shall be done as per the instructions and to the satisfaction of the Engineer. The materials shall be so stacked that the same should facilitate easy handling. In the event of any improper stacking BHEL may ask the contractor to re-stock the material properly or failing which BHEL may get the job done by any other agency at the risk and cost of the Contractor.
34.22	The contractor shall execute the work in the most substantial and workman like manner. The stores shall be handled with care and diligence. Any loss to BHEL due to contractor's lapse / negligence shall have to be made good by the contractor.
34.23	In case contractor is not able to unload, transport, stack the material at a pre-determined area, as per direction of the Engineer for any reason whatsoever (including non-availability of crane, tractor trailer and other T&P etc.), BHEL shall be at liberty to get the work done by engaging other agency / equipment / T&P etc. at the risk and cost of the contractor.
34.24	If the contractor or his workmen shall break, deface injure or destroy any part of a building, road, kerb, fenced enclosures, water pipes, cables, drains, electric or telephone posts or wires, trees, stored components or any other property or to any part of erected equipment etc., the contractor shall make the same good at his cost or in default the Engineer may cause the same to be made good by other workmen/agency or by other means and deduct the expense (of which the BHEL Engineer's decision is final) from any sum that may be then or at any time thereafter become due to the contractor or from his security deposit or any other money due.
34.25	<b>It shall be the responsibility of the contractor to keep the storage areas (closed / semi-closed / open) in neat and tidy conditions. Any vegetation like grass, bushes, etc. shall be cut periodically in open storage area &amp; removed as per requirement &amp; instructions of BHEL Engineer within the contractual value.</b> All surplus / unusable packing materials shall be removed and deposited at location(s) specified by BHEL within the project premises (including weighing of the same within the project premises, if required).

<p><b>34.26</b></p> <p>34.26.1</p> <p><b>34.26.2</b></p> <p>34.26.2.1</p>	<p><b>INFRASTRUCTURE :- General Scope of work:</b></p> <p>To design (from concept to commissioning) supply, install, operate &amp; maintain the office, stores and residential camp at 400 MW Marib-Phase-II on <b>Build, Operate, Maintain, dismantle &amp; taking back basis</b> :</p> <p>a) The camp will broadly comprise of pre-fabricated air-conditioned living accommodation, including pantry, kitchen, dining, recreation, laundry and supporting systems like electric-power distribution , illumination, water, communication, first aid /medical, fire protection, security / watch &amp; ward, parking area, fencing, drainage / sewage etc., as detailed in BOQ cum rate schedule enclosed with price bid (Part II), for exclusive use of BHEL.</p> <p>b) The Office Complex will broadly comprise of pre-fabricated air-conditioned office ,open / semi closed / closed office/ storage shed/ yard and supporting systems like pantry ,electric-power distribution, illumination, water, communication, first aid/medical, fire protection, security / watch &amp; ward, vehicles with drivers, parking area, fencing, drainage / sewage etc., as detailed in BOQ cum rate schedule enclosed with price bid (Part II), for exclusive use of BHEL.</p> <p>c) The other services include providing of furnished accommodation in Saana , vehicles with drivers at Site and at Saana , liason services at Saana as detailed in BOQ cum rate schedule enclosed with price bid (Part II), for exclusive use of BHEL.</p> <p>d) The scope of work broadly includes, but not limited to the following:</p> <p><b>The successful bidder shall submit schemes, detailed specifications, drawings &amp; Billing Break up for BHEL approval before start of work. The rates quoted shall be on Build, Operate, Maintain, dismantle &amp; taking back.</b></p> <p><b>Office and Stores sheds / Yard.</b></p> <p>The specifications covers the construction of all works for development of office and storage area with one office, four covered and two semi-covered storage sheds. Works under this tender includes steel/wooden doors/ windows, plumbing, sanitation, sewage, septic tank, electrification including supply of materials, labour, consumables, transportation, sample-testing etc. Each covered storage shed shall have rolling shutter type doors to facilitate material movement .</p> <p>Survey, grading, leveling &amp; layout for all the installations will be in the scope of the contractor within the quoted rates. Land available being relatively plane major leveling is not involved. However the bidder will make own assessment by visiting the area before quoting.</p> <p>The pre-fabricated cabins have to be designed and fabricated as per International Standard considering climatic conditions with wind &amp; earthquake loads as applicable in Yemen.</p> <p><b>The bidder will submit the proposed layout drawings along with technical bid for scrutiny.</b></p> <p><b>Pre-fabricated cabins: Office &amp; Residence :</b></p> <p>The Pre-fabricated-Cabins offered should be resistant to hostile environment and have to be designed and fabricated as per <b>International Standard</b> considering climatic conditions with wind &amp; earthquake loads as applicable in Yemen.</p> <p>The scope includes supply, transportation, installation, commissioning (including all types of civil works involved in the installation of the cabins including carpentry, sewerage, plumbing, water pipelines etc.) , its maintenance &amp; also dismantling /</p>
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clearing site at the end of the contract, within the quoted rates.

All furnishings & accessories as illustrated in BOQ will be in the bidders scope within the quoted rate.

The bidders will submit the detailed layout specifications and drawings covering all aspects listed therein along with technical bid

**Miscellaneous / liaison work ( as per BOQ item ) :**

Arrange visas, travel tickets work permit / licenses, clearance & exemptions from Ministries / Govt. Bodies / Customer for BHEL staff and other officials, liaison with Government and other statutory bodies, meeting all statutory & regulatory Codes, Acts, Standards, for entire duration of contract. All the statutory fees / ticket charges etc shall be reimbursed by BHEL on submission of receipt.

**Vehicles:**

The contractor will provide new air-conditioned vehicles listed out in BOQ of international-makes, duly registered with statutory authorities and possessing all types of permits / licenses and third party insurance.

All charges - Operating ,maintenance , fuel - will be borne by by the bidder

In case of theft, accident and breakdown the contractor will make the suitable substitute available within four hours failing which BHEL reserves the right to arrange the same at the risk & cost of the contractor & to recover the entire expenditure incurred by BHEL.

**Power Supply:**

The scope of the contractor includes design, supply, installation, testing, commissioning, operation and maintenance of the power supply system thru **DG sets** for facility construction , camp , office, stores, storage area . Area illumination including lighting masts meeting all the electricity rules & regulations of Yemen.

The contractor has to run underground cable from terminal point of customer to respective place of use like office, stores, residential camp etc within the battery limit of the plant.

In camp office, stores and residence the contractor will install dedicated PDBs of suitable capacity.

Laying underground cable for office, stores, residential-camp & Housing Estate will be within the scope of work of the contractor.

General illumination of the entire infrastructure battery area including masts and street lighting poles is in the scope of work.

**Water supply:**

The scope of work of the contractor includes broadly but not limited to the following:

- a) Contractor has to arrange for service /potable water by providing suitable bore well within the quoted rates.
- b) To supply & install service / potable – water distribution grid of GI pipes from borewells to individual utilities like pantry, kitchen, water-cooler, toilet, overhead tanks etc. of office, stores, residential camp water distribution system.
- c) Supply & installation, including maintenance of On-line water filters , RO Plant or any alternate method for potable water of International standards will be within the scope of work.

### Fire-Fighting System.

The scope covers supply / installation / maintenance of following types of portable fire extinguishers.

**CLASS OF FIRE-- 'A'** (For fire involving paper, wood, textile, rubber etc): Soda Acid type 'OR' Water type (gas-pressure) 'OR' water type (constant air pressure). Size of each extinguisher – 9 Ltr. capacity. Minimum Requirement shall be 4 numbers per floor / room. Accessibility of each extinguisher should be within 15M reach. Qty of 1 No. Extinguisher for 600 M2 or part.

**CLASS OF FIRE-- 'B'** (Fire involving flammable liquids like oils, solvents, varnishes, paints etc); FOAM/CARBON DIOXIDE / DRY chemical powder: Two numbers of 9 Ltrs. Foam 'OR' 5 Kg. Dry powder for every 50 M2 of floor area or part, should not require more than 10M to travel to reach the extinguisher.

**CLASS OF FIRE 'C'** (Fire involving Flammable gases): CARBON DIOXIDE / DRY chemical powder: Two numbers of 10 kg. Powder fire extinguisher or 6 Kg. CO2 for every 100M2 floor area or part. Minimum requirement of 3 Nos. per floor/room requiring not more than 10M to reach any extinguisher.

The scope also covers supply / installation / maintenance of sufficient hose pipes for extending the water from fire hydrant to cover area of office, closed/semi-closed and open storage sheds/yards

### Security:

- a) The overall security and watch and ward inside plant area for BHEL scope of work is in the scope of this tender. Providing of adequate number of security guards, as per BOQ, familiar with fire-fighting, for watch & ward and internal security of BHEL personnel and materials will be in the scope of this tender.
- b) **The Contractor shall ensure that Guards etc. engaged against this contract are educated, of good moral character, never having been convicted of a criminal offence by a Court of Law, physically fit without any permanent physical or mental disability and are under the age of 55 years.**
- c) BHEL may call for proof of fitness, including police verification, from the Contractor in respect of any Guard and if necessary, order the Contractor to get any Guard medically checked by an authorized Doctor at the Contractor's expense and withdraw him from duty if not found fit.
- d) The Contractor shall, in respect of each security person engaged against this contract, supply BHEL with the following information:-  
Name, Father's name, Date of Birth, Educational Qualification, two identifying body marks, full residential address, past experience, home address and a passport size photograph. The Contractor may substitute any Guard or Head Guard with prior intimation in writing. The Contractor shall provide each employee with an identity card with photograph.
- e) **In case of the work requirement getting reduced/increased BHEL may with 15 days notice, order the Contractor to reduce/increase staff.**
- f) Contractor shall ensure that Guards are deployed round the clock in shifts. **BHEL shall not be responsible for payments for excess security persons, substitutes, duties performed on holidays and any overtime.** The Contractor shall maintain an Attendance Register and Muster Roll of

- payments for its employees which the assigned Company officials shall be entitled to inspect.
- g) The Contractor shall provide accommodation to their employees at the nearest place of their posting.**

**Duties And Liabilities Of The Contractor:**

- a) The Contractor shall arrange to post Security Guard/Head Guard/ Supervisor at such places and in such manner that guarding, patrolling search of incoming & outgoing vehicles and persons whenever necessary in the area/premises is done throughout 24 hours of the day.
- b) The Contractor shall provide Security Guard/Head Guard with all necessary facilities in the form of Registers, Stationery, Torches, Umbrellas, Batons, Lathies, Uniform, Shoes, Socks, Rain Coat and other uniform items etc. at their own cost.
- c) The Contractor shall supervise the Security Guard/Head Guard/ Supervisor adequately and ensure that performance and turn-out is such that the purpose of the contract is fully achieved.
- d) The Contractor shall preserve all records maintained for BHEL and hand them over to the Construction Manager from time to time and positively at the end of the Contract period.

**DUTIES OF THE GUARD AND HEAD GUARD SHALL INCLUDE THE FOLLOWING:**

**(A) SECURITY GUARD**

- a) To extend all courtesy to visitors, customers and BHEL employees and to maintain integrity, orderliness and discipline and be in proper prescribed uniform while on duty.
- b) To guard/patrol/check during day and night and ensure than no theft, pilferage, trespass, accident, nuisance, disturbance of peace and order lines, etc. takes place in the area of his duty.
- c) To man entry / exit points and regulate and check the flow of men, materials, transport vehicles etc. and ensure that the entry/exit is as per valid documents and proper records of the same are maintained.
- d) To apprehend immediately, produce before the competent BHEL officers any trespasser or person moving unauthorisedly and under suspicious circumstances.
- e) To watch habitual offenders and mischief makers and inform the competent BHEL Officers, if anything unusual is noticed.
- f) To seize goods not found in order or suspected to be stolen and report to BHEL.
- g) To ensure that fire equipment installed in the area under his watch, is in working order and bring to the notice of the competent BHEL Officer any defect or shortcoming. To ensure replacement of fire equipments immediately on its expiry.
- h) To bring to the immediate notice of the competent BHEL Officer, any untoward occurrence on the premises, preferably in writing.
- i) To carry out any other duties assigned by the competent company officers/ Construction Manager within the terms of the Agreement.

**(B) SECURITY HEAD GUARD/SUPERVISOR**

- a) To extend all courtesy to visitors, customers and company employees and maintain integrity, orderliness and discipline on the premises while on duty and be in a proper prescribed uniform, exhibit proper courtesy and discipline and carry out all tasks allotted by the Contractor in pursuance of the contract.
- b) Detail check and supervise regularly duties performed by security guards and enforce good behavior, discipline, rotation of duties, disciplinary action etc.
- c) Bring to the notice of BHEL officer, preferably in writing, all important matters connected with the contractual duties of the Contractor, immediately.
- d) Carry out necessary improvements ordered by BHEL official or the Construction Manager or the Contractor.
- e) Carry out all liaison duties with the local police as required in performance of the contract.
- f) Ensure that all security and Fire fighting equipment is secure in order and useable.
- g) To carry out the internal investigation or enquiry in cases of theft, fire damage, accident, etc. as required by the competent BHEL official / Construction Manager and send a report within 15 days to BHEL official.
- h) In case of theft of BHEL property under the custody of the Contractor security personnel, a joint Investigation will be carried out by BHEL and Contractor representatives to identify the cause of theft and apportion blame. On proven negligence on the part of the security personnel, the Contractor may be asked to pay a token sum at punitive rates as derived by the designated Joint Investigation Team of BHEL and Contractor. The Contractor will lodge FIR/Complaint with Police on behalf of BHEL and take necessary follow up action as required.
- i) To maintain necessary documents as ordered by the competent BHEL official / Construction Manager/ Contractor.

34.27  34.26.1	<p><b><u>Health, Safety &amp; Environment management (HSE)</u></b></p> <p><b>BHEL-Power Sector(NR) is ISO 9001-2000, ISO 14001-1996, OHSAS 18001-1999, ISO 27001 and SA-8000 certified company. Quality of work, to customer's satisfaction and system requirements is the essence of these certifications. The contractor in all respects will organize his work, systems, environment, process control documentation, tools, plant, inspection, measuring and testing equipments etc. as per instructions of BHEL engineer.</b></p> <p><b>The Contractor will be responsible for Health, Safety &amp; Environment management (HSE) at site for the construction activities to be carried out by them in accordance with requirements given under section I (a) of GCC and elsewhere in this tender document. The contractor, who is awarded the work, shall have to sign an MOU w.r.t implementation of HSE conditions with BHEL.</b></p> <p><b>The Contractor shall ensure deployment of Qualified &amp; Experienced Safety Engineers / Officers at site.</b> The Contractor shall be fully responsible for accidents caused due to him or his agents or workmen's negligence or carelessness in regard to the observance of the safety requirements and shall be liable to pay compensation for injuries. <b>It may be noted that non-compliance to HSE requirements will result in penal action.</b></p> <p>a) Penalty equivalent to USD 15 for the first violation.</p> <p>b) Penalty equivalent to USD 30 for the subsequent violations.</p> <p>c) For serious lapses, as decided by BHEL, even fines upto USD 500 at a time can be imposed.</p> <p>The amount towards penalties as above will be deducted from running bills of the Contractor. The amount so collected above will be utilized for supporting the safety activities at site. The decision of BHEL on above will be final and binding on the Contractor..</p> <p>The amount towards penalties as above will be deducted from running bills of the Contractor. The amount so collected above will be utilized for supporting the safety activities at site. The decision of BHEL on above will be final and binding on the Contractor.</p>
34.26.2	<p>Contractor shall arrange for following provisions of HSE ;</p> <ol style="list-style-type: none"> <li>1. Contractor has to maintain contact with local / nearest hospital having ambulance facility, scanning &amp; other ultra modern medical facilities required during emergency.</li> <li>2. Contractor has to ensure pre employment medical check for all staff &amp; workers.</li> <li>3. 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 <ul style="list-style-type: none"> <li>➤ Male nurse (in shifts)</li> <li>➤ Oxygen set up</li> <li>➤ Breathing apparatus</li> <li>➤ Eye wash facility</li> <li>➤ Stretcher</li> <li>➤ Trauma blanket</li> <li>➤ Medicines.</li> </ul> </li> </ol>
34.26.3	<p>Besides provision with regard to SAFETY under Clause 27 of GCC, the contractor will be responsible for Health, Safety &amp; Environment management at site for the materials handling activities to be carried out by them in accordance with requirements <b>given under section I(a) of GCC of this document.</b> The contractor shall continuously take special care to ensure the safety and prevention of human and equipment accidents and maintain good sanitary</p>

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.
- 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.
- 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.

Checking of tags of equipments like grinding machine, welding machine, gas cutting set etc. by supervisors before use.

34.26.5	<p><b>The contractor shall comply with following towards Social Accountability;</b></p> <p>(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.</p> <p>(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 requirement</p> <p>(c) The Contractor shall arrange potable drinking water to its employees &amp; workers.</p>
<b>35.0</b>	<b>TOOLS AND PLANTS</b>
35.1	<p>All T&amp;Ps, 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. <b>Modern material handling / transportation equipments are required to be used as per international practices. BHEL shall not provide any T&amp;P including crane.</b> In the event of the failure of contractor to bring necessary and sufficient T&amp;Ps, BHEL will be at liberty to arrange the same at the risk and cost of contractor including transportation cost of same from any of BHEL site / place and hire charges as applicable shall be deducted from contractor's bill. Decision of BHEL in this regard shall be final and binding on contractor.</p>
35.2	<p>All necessary lifting tackles, tools, wires ropes / slings of suitable capacities, distribution boards, connecting cables / welding cables, wire ropes, hoses etc. including temporary air/water/ electrical connections etc required for his operation, shall have to be arranged by the contractor at his own cost and in sufficient numbers. <b>Availability of Fitness certificates of all T&amp;Ps and tools and tackles is essential before being put to use.</b> All such equipments shall be approved by the Engineer , before these are actually used for the works . However such approvals shall not relieve the contractor of his responsibilities</p> <p>All the material handling equipment of the contractor shall have valid permit renewable from time to time for operation in working areas / project sites etc and transportation in respective states. All supervision and labour required for maintenance and attending breakdowns shall be arranged by the contractor at his own cost.</p>
35.3	<p>Consolidation of ground and arrangement of sleepers/ sand bag filling etc for safe operation / movement of equipment including cranes / trailers etc shall be the responsibility of the contractor at his cost.</p>
35.4	<p>Contractor shall ensure deployment of serviced and healthy T&amp;Ps including cranes, lifting tackles, wire rope, Manila rope, winches and slings etc. History card and maintenance records for major T&amp;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&amp;Ps will be done as per BHEL Engineer's advice.</p>
35.5	<p>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 calibratio 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.</p>
35.6	<p>Retesting/ re-calibration shall also be arranged at regular intervals during the period of use as advised by BHEL Engineer with in the contract price. The contractor will also have alternate arrangements for such IMTE so that work does not suffer when the particular instrument is sent for calibration. Also if any IMTEs not found fit for use, BHEL shall have the right to stop the use of such item and instruct the contractor to deploy proper item and recall i.e.repeat the readings taken by that instrument, failing which BHEL may deploy IMTEs and retake the readings at contractor's cost.</p>

35.7	BHEL shall have lien on all T&Ps , IMTES & other equipment of the contractor brought to the site for the purpose off execution of contract. BHEL shall continue to hold the lien on all such items throughout the period of Contract. The Contractor and/or his Sub-contractors, without the prior written approval of the Engineer, shall not remove any material or equipment brought to the Site.
35.8	The month wise T&P deployment plan to be submitted as per format <b>(at Annexure-D to General Conditions of Contract)</b> 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.
35.9	Under this contract , the Contractor shall deploy all the Tools and Plant required to complete the works for the total period of the contract including the extended period within the accepted rates
35.10	<b>For the ODC equipments ( BOQ Item No L ) that are to be transported from the port to the site , the Contractor has to co-ordinate and arrange for availability of approved and adequate sized transport vehicle for receiving from the ship without delay . Any delay / demurrage incurred on this will be account of the Contractor . The Contractor also has to arrange for all permits , escorts required for movement of these consignments on road and unloading of these consignments at site .</b>
<b>36</b>	<b>CONTRACTOR'S SUPERVISION</b>
<b>36.1</b>	The Contractor shall either himself supervise the execution of the Contract or shall appoint a competent Engineer / agent approved by the <b>BHEL</b> Engineer to act in his stead
<b>36.2</b>	Orders given to the Contractor's Engineer / Agent shall be considered to have the same force as if they had been given to the Contractor himself.
<b>36.3</b>	The Contractor or his Agent shall be in attendance at the site during all working hours and shall superintend the execution of work with such additional assistance in each grade as the <b>BHEL</b> Engineer may consider necessary.
<b>36.4</b>	The Contractor or his accredited Agent shall attend, <b>whenever</b> required and without making any claim for doing so, either the office of the <b>BHEL</b> Engineer or the work site to receive instructions.
<b>36.5</b>	The <b>BHEL</b> 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.
<b>37.0</b>	<b>SUPERVISORY STAFF AND WORKMEN</b>
37.1	The contractor shall engage experienced supervisory staff and especially skilled labour e.g. crane operators, heavy-duty vehicle driver, , riggers, helpers, etc. for works under this contract. 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 ask for removal of any employee workman of the contractor at any time, if they find him unsuitable and the contractor shall forthwith remove him.
37.2	The supervisory staff including Engineers employed by the contractor shall ensure proper out-turn of work and discipline on the part of the labour put on the job. The contractor in general shall ensure that the works are carried out in a safe and proper manner and in coordination with the staff of Railways and staff employed directly by BHEL or other contractors of BHEL or BHEL's client / other agency.
37.3	It shall be the responsibility of the contractor to ensure safe lifting of the equipment taking due precautions to avoid any accident and damage to other equipment and personnel. <b>The Contractor shall be liable for all accidents, damages etc. to personnel and equipment etc. during the execution of the work.</b>
37.4	The work shall be executed under the usual conditions like rain, insufficient space, improper approach roads etc. affecting major power plant construction and in conjunction with numerous other operations at site. The contractor and his personnel shall cooperate with other personnel.

	The contractor will coordinate his work with others and proceed in a manner that shall not delay or hinder the progress of work as a whole.
37.5	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.
37.6	It is the responsibility of the contractor to engage his workmen in shifts or on overtime basis for achieving the targets set by BHEL and also during the period of commissioning and testing of unit. The contractor's finally accepted rates / prices shall include all these contingencies.
37.7	During the course of erection, if the progress is found unsatisfactory, or if the target dates fixed from time to time for every mile stones are to be advanced or in the opinion of BHEL, if it is found that the skilled workmen like fitters, Electricians , operators, technicians etc. deployed are not sufficient, BHEL after giving reasonable opportunity to the contractor, will induct on the work the required workmen in addition to contractor's workmen to improve the progress and recover from the contractor's bills any charges incurred for engaging the additional workmen with overheads.
37.8	If the contractor or his workmen or employees shall break, deface, injure or destroy any part of a building, road kerb, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wire, trees or any other property or to any part of erected components etc., the contractor shall make the same good at his own expense or in default, BHEL may cause the same to be made good by other workmen or by other means and deduct the expenses (of which BHEL's decision is final) from any money due to the contractor.
37.9	<b>The month wise manpower deployment plan to be submitted as per format (at Annexure-C to General Conditions of Contract)</b> 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. The contractor shall identify separate persons at site for quality control and safety.
<b>38.0</b>	<b>MATERIALS</b>
38.1	The contractor shall at his own expenses, provide all materials including cement, reinforcement steel, paints, welding electrodes etc. required for the work.
38.2	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/Indian standard and the Contractor shall, if requested by the Engineer, furnish proof to the satisfaction of Engineer that the materials so comply.
38.3	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.
38.4	The 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 Engineer shall have full powers to procure other proper material to be substituted for rejected materials and in the event of the Contractor refusing to comply, he may cause the same to be supplied by other means. All costs, which may be incurred upon such removal and / or substitution, shall be borne by the Contractor.
38.5	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
38.6	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.
38.7	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 BHEL except for the costs of materials used in such tests / samples.
38.8	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.
38.9	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.
38.10	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.
38.11	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.
38.12	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.
38.13.	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
38.14	All charges on account of Octroi, terminal or sales tax and other duties / levies on materials obtained by the contractor for the works from any source shall be borne by the contractor.
39.0	NOT APPLICABLE
<b>40.0</b>	<b>EXECUTION OF WORK</b>
40.1	The work shall be executed in a workman like manner and to the entire satisfaction of the Engineer and as per technical specification issued with tender , IS codes/ International specifications as applicable. In case of conflict, the decision of the Engineer shall be final & binding.

40.2	<b>The Engineer will communicate or confirm his instructions to the Contractor in respect of the execution of the work in a "Work Site Order Book" maintained at his office and the Contractor shall visit this office daily and shall confirm receipt of such instructions by signing the relevant entries in this book. Such entries will rank as order or notices in writing within the intent and meaning of these conditions.</b>
40.3	Only BHEL approved make of electrodes will be used. All electrodes shall be heated and dried in the electric electrode drying oven to the required temperature for the period specified by the 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.
<b>40.4</b>	<b>SETTING OUT</b>
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 all be made available for setting out the works under the contract. This reference lines shall be used as datum for the works under the contract and the contractor has to establish for his work area at available points horizontal and vertical control points. The contractor shall inform BHEL well in advance of the times & places at which he wishes to do work in the area allotted to him so that suitable datum points established by him are checked by BHEL / Customer to enable the contractor to proceed with the works. Any work done without being properly located may be removed and / or dismantled by BHEL / Customer at contractors expense.
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.
<b>40.5</b>	<b>SITE DRAINAGE</b>
40.5.1	All water including sub-soil water which may accumulate on the Site during the progress of the works or in trenches and excavations, including monsoon period shall be removed by the contractor from the Site to the satisfaction of the Engineer. It will also be responsibility of the contractor to de-water all the foundation pits, trenches with suitable de-watering methods like, pumping out, well point system etc. considering the depth of water table at plant site. All such expenditure on de-watering shall be deemed to be included in quoted rates.
<b>40.6</b>	<b>INSPECTION AND STAGE APPROVAL OF THE WORK</b>
40.6.1	The owner or his duly authorised representative shall have at all reasonable times access to the contractor's premises or works and shall have the power to inspect drawings or any portion of the work, examine the materials and workmanship and shall have the authority to reject any work. This would be implemented through joint inspection by the representative of the owner and BHEL and in the form of joint protocols without any extra claims and loss of time and amount.
40.6.2	All work embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice in writing to the Engineer when each stage is ready. In default of such notice being received, the Engineer shall be entitled to approve the quality and extent thereof at any time he may choose and in the event of any dispute, the decision of the Engineer thereon shall be final and conclusive.
<b>40.7</b>	<b>UNCOVERING AND MAKING GOOD</b>
40.7.1	The Contractor shall uncover any part of the Works and/or make openings in or through the same as the Engineer may from time to time direct for his verification and shall reinstate and

	make good such part to the satisfaction of the Engineer. If any such part has been covered up or put out of view after being approved by the Engineer and is subsequently found on uncovering to be executed in accordance with the Contract, the expenses of uncovering and / or making opening in or through, reinstating and making good the same shall be borne by BHEL. In any other case all such expenses shall be borne by the Contractor.
<b>40.8</b>	<b>DISCREPANCIES AND ADJUSTMENT OF ERRORS</b>
40.8.1	The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawings and figures dimensions in preference to scale and special conditions in preference to general conditions.
40.8.2	In case of discrepancies between schedule of quantities, the specification and / or the drawings, the following order of preference shall be observed. (a) Description in schedule of quantities.  (b) Special Conditions of Contract  (c) Drawings  (d) Technical Specifications  (e) General conditions of contract  If there are varying or conflicting provisions made in any one document forming part of the contract, the Engineer shall be the deciding authority with regard to the document.
40.8.3	Any error in description, quantity in schedule of quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to the drawings and specifications or from any of his obligations under the contract.
40.8.4	If on check there are found to be differences between the rates given by the contractor in words and figures or in the amount worked out by him in the schedule of quantities and general summary, the same shall be adjusted in accordance with the following rules: In the event of discrepancies between description in words and figures quoted by a tenderer, the lesser of the two will be treated as valid rate.  (b) In the event of an error occurring in the amount column of schedule of quantities as a result of wrong extension of the unit rate and quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.  (c) All errors in totaling in the amount column and in carrying forward totals shall be corrected.  (d) The totals of various sections of bill of quantities amended shall be carried over to the general summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding of quantities or in sections of bill of quantities or in general summary, by the tenderer, shall be ignored.
40.8.5	If neither drawing nor specification contain any mention of minor details of construction which in the opinion of the Engineer whose decision shall be final and conclusive, are reasonable and obviously and fairly intended for satisfactory completion of work, such details shall be provided by the contractor without any extra cost, as if they were specially mentioned and shall be deemed to be included in the
40.9	NOT APPLICABLE
<b>40.10</b>	<b>NUISANCE</b>
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.

<b>40.11</b>	<b>MATERIAL OBTAINED FROM EXCAVATION</b>
40.11.1	Materials / Debris of any kind obtained from EXCAVATION on the Site shall remain the property of BHEL / its client and shall be disposed of as the Engineer may direct, at no extra cost.
<b>40.12</b>	<b>TREASURE , TROVE , FOSSILS etc.</b>
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.
<b>40.13</b>	<b>PROTECTION OF WORKS</b>
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 the Engineer. No claim will be entertained by the Engineer for any damage or loss to the contractor's works and the contractor shall be responsible for the complete restoration of the damaged works to its original condition to comply with the specifications and drawings. Should any such damage to the contractor's works occur because of other party not under his supervision or control, the contractor shall make his claim directly with the party concerned. The contractor shall not cause any delay in the repair of such damaged works because of any delay in the resolution of such disputes. The contractor shall proceed to repair the work immediately and no cause thereof will be assigned pending resolution of such disputes.
<b>40.14</b>	<b>RECORD FOR MATERIALS CONSUMED</b>
40.14.1	The contractor shall maintain and furnish to the Engineer the RECORD OF MATERIALS consumed in the works for each activity. The statement showing the theoretical vis-à-vis actual consumption of specified materials, such as structural /reinforcement steel, cement, bitumen, lead, paint etc., shall be enclosed along with the running bills submitted by the contractor. Contractor has to also furnish the test results of the concrete cubes, bricks, stone aggregates and other materials used in the work as per IS specifications.
<b>40.15</b>	<b>PROTECTION OF EMBEDMENTS, BOLTS ETC.</b>
40.15.1	The contractor shall ensure proper protection to the satisfaction of the Engineer, of all bolts, inserts, embedment etc. from weather etc/ by greasing, rapping them with gunny bags or canvas or by any other means as directed by Engineer. Cost of such protections shall be deemed to be included in the rates quoted for the item.
<b>40.16</b>	<b>CLEARANCE OF SITE AND REPAIRS.</b>
40.16.1	Contractor has to clear the site / area where mechanical and electrical erection work is to be commenced / or in progress. The contractor shall remove construction materials and equipment lying in the vicinity and causing obstruction in the erection work within 24 hrs. notice. In case, he fails to clear the site, this will be done at his risk & cost by BHEL
<b>40.17</b>	<b>QUALITY ASSURANCE</b>
40.17.1	The contractor has to establish / arrange at site the field testing facilities for testing of civil construction materials and concrete cubes for ensuring the proper quality, grade and strength of the materials used in the construction in line with approved field quality check list of BHEL/ its client. Contractor has to submit detailed report for testing of all material used etc. All testing shall be done as per IS code specifications/ BHEL's quality plan. If further test is required by the engineer to be carried from outside laboratory, the cost of the same shall be borne by the contractor.
<b>40.18</b>	<b>COMPLETION OF WORK</b>
40.18.1	The works shall be completed to the entire satisfaction of the Engineer and in accordance with the completion schedule as specified in the Contract, and all unused stores and materials, tools, plant, equipment, temporary buildings, site office, labour hutments and other things shall be removed and the site and work cleared of rubbish and all waste materials and delivered up

	clean and tidy to the satisfaction of the Engineer at the Contractor's expenses.
40.18.2	BHEL shall have power to take over from the Contractor from time to time such sections of the work as have been completed to the satisfaction of the Engineer. Such work however shall not be treated as have been completed until the extra works are executed to the satisfaction of Engineer. The Guarantee period shall commence only after handing over of the entire works.
40.18.3	The Engineer shall certify to the contractor the date on which the work is completed and the date thereof.
<b>40.19</b>	<b>RECORDS AND MEASUREMENTS</b>
40.19.1	All items having a financial value shall be entered in BHEL measurement Book so that a complete record is obtained of all works performed under the Contract.
40.19.2	Lump sum omissions will be entered for deduction. Measurement shall be restricted to that required to ascertain the financial liability of BHEL under the contract.
40.19.3	Work which fails to be measured in details shall be measured physically without reference to any local custom that may obtain excepting where it may otherwise be directed in the tender documents. The measurements shall be taken jointly by any person duly authorised on the part of BHEL and by the Contractor
40.19.4	The Engineer shall give reasonable notice in writing to the Contractor of appointment for measurement.
40.19.5	The Contractor shall, without extra charge, provide assistance with appliances and other things necessary for measurement and shall bear all the cost of measurement of his work.
40.19.6	Measurement shall be entered in BHEL Measurement Book and signed and dated by both parties each day at the site on completion of measurement. If the Contractor objects to any of the measurements recorded on the behalf of BHEL, a note to that effect will be made in BHEL Measurement Book or against the item or items objected to and such note shall be signed and dated by both the parties engaged in taking the measurement.
40.19.7	If, as a result of such objection, it becomes necessary to re-measure the work wholly or in part the expense of such re-measurement shall be borne by the contractor.
40.19.8	If the Contractor's representative fails to attend when required, the Engineer shall have power to proceed by himself to take measurements and in that case these measurements shall be accepted by the Contractor as final.
40.19.9	The Contractor shall, once in every month, submit to the Engineer details of his claims for the work done by him up to and including the previous month which are not covered by this Contract Agreement in any of the following respects: (a) Deviation from the items and Specifications provided in the Contract documents. (b) Quantities in excess of those provided in the Contract Schedule. (c) Items in respect of which rates have not been settled.
<b>41.0</b>	<b>METHOD OF MEASUREMENT</b>
<b>41.1</b>	Method of measurements shall be as per standard specifications included in the tender. For other items measurements shall be as per relevant IS Codes/ International Standard.
<b>42.0</b>	<b>DEVIATION</b>
42.1	The Contractor shall not make any alteration in, addition to or omission from the work as described in the tender documents except in pursuance of the written instructions of the Engineer. No such deviation from the work described in the tender documents shall be valid unless the same has been specifically confirmed and accepted by the Engineer in writing and incorporated in the Contract.
	The Engineer may deviate, either by way of addition or deletion, from the work so described, provided that the Contract sum be not thereby varied on the whole by more than the percentage set out in the tender documents. The value of all additions and deductions shall be added to or deducted from the Contract sum. (Whenever the Engineer intends to exercise such a right his intentions shall specify the deviations which are to be made, the lump sum assessment or the proposed basis of payment, the extra time allowed, if any, and the date for completion of the entire contract). Any objection by the contractor to any matter concerning the order shall be notified by him in writing to the Engineer within seven days from the date of such order, but under no circumstances shall the work be stopped (unless so ordered by the Engineer) owing to differences or controversy that may arise from such an objection. In the absence of such a notification of objection by the Contractor, he will be deemed to have accepted the order and

	the conditions stated therein.
<b>43.0</b>	<b>VALUATION OF DEVIATIONS</b>
43.1	Rates for deviated items or new items of work shall be as follows : If the rates for the additional, altered or substituted work are specified in the Contract for the work, the Contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the Contract for the work
43.2	If the rates for the additional, altered or substituted work are not specifically provided in the Contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the Contract for the work.
43.3	If the rates for the altered, additional or substituted work cannot be determined in the manner specified in above clauses the rate for such part or parts will be determined by the Engineer on the basis of prevailing market rates when the work was done and the decision given in this behalf shall be final and binding on the Contractor.
43.4	If the rates for the altered, additional or substituted work cannot be determined in the manner specified in above clauses , then the contractor shall within 7 days of the date of receipt of order to carry out the work inform the Engineer of the rate at which it is his intention to charge for such class of work, supported by analysis of the rate or rates claimed, and the Engineer shall determine the rate or rates on the basis of prevailing market rates and pay the Contractor accordingly. However, the Engineer, by notice in writing, will be at liberty to cancel his order to carryout such class of work and arrange to carry it out in such manner as he may consider advisable. But under no circumstance the Contractor shall suspend the work on the plea of non-settlement of rates falling under the clause or claim any compensation on that account. Elements of profit, overheads, supervision and establishment charges will be taken as 15% over direct cost.
<b>44.0</b>	<b>COMPLIANCE TO REGULATIONS AND BYELAWS</b>
<b>44.1</b>	<b>Permits</b>
	Contractor shall procure and pay for all permits, registrations , licenses required for performance of the Contract Works, as applicable and shall furnish any bonds security or deposits required to permit performance of its Works hereunder.
44.2	The contractor shall observe the provisions of effective legislation in Yemen especially with respect to labour, wages and social security legislation and insurance on works, goods, transport means archeology, custom, taxes(including income tax), training etc. and shall bear any expenses required including permits & licenses necessary for starting work..

45.0	<b>FACILITIES TO BE PROVIDED BY BHEL/CONTRACTOR</b>
45.1	<p>Contractor shall at its expense, arrange for develop and maintain utilities and facilities at the site to execute the work under the contract, including but not limited to the following:</p> <ul style="list-style-type: none"> <li>a) Illumination: Contractor shall provide light sufficient to safety perform work at night or when daylight is inadequate or obscured, including illumination of the access to the place of work.</li> <li>b) First Aid Facilities: Contractor shall provide first aid facilities for the treatment of its employees who may be injured or become ill while engaged in the performance of work under the Contract. Contractor will make available such First Aid facilities to other contractors and Owner's employees on a "when available basis" and subject to reasonable charges for service rendered.</li> <li>c) Temporary Field Offices: Contractor shall provide off site field offices and change facilities for its employees.</li> <li>d) Fire Prevention / Protection : Contractor shall provide a fire prevention/protection program including fire protection equipment to mitigate the possibility of fires. Contractor's recommended fire prevention/protection program shall be subject to Owner's review.</li> <li>e) Potable Water: Contractor shall provide potable water for use by its employees.</li> <li>f) Construction Service Water and Fire Water: Contractor shall provide water for use during construction of the Plant, including fire protection by local arrangement / installation of required Bore wells at his own cost.</li> <li>g) Toilet facilities: Contractor shall provide adequate toilet facilities for all Contractor personnel.</li> <li>h) Trash disposal at an off-side location: Contractor shall provide its own trash disposal site at an off-site location as approved by the Engineer</li> <li>i) Security for Site and off-site facilities: Contractor shall provide all the necessary security measures for all its on-site and off-site facilities.</li> <li>j) Identification badges: Contractor shall provide proper identification budes for all its personnel, including visitors.</li> </ul>
45.2	BHEL shall provide limited open space, for office , storage shed & labour colony . 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
45.3	Contractor shall be responsible for providing all necessary facilities like residential accommodation, transport , electricity( thru DG sets), water( bore wells), medical facilities etc. as required under various labour laws and statutory rules and regulations framed there under to the personnel employed by him.
45.4	<b>Construction power, for construction purposes as well as office , stores use will be arranged by contractors by DG sets including further distribution at his own cost for the entire duration of the contract .</b> The contractor should have adequate spare capacity in DG Sets to take care of breakdowns . The Contractor shall submit the proposal / scheme for the same for approval of Engineer. All wiring must comply with local regulations and will be subject to Engineer's inspection and approval before connecting supply. Required calibrated energy meter for measurement of power consumed has to be arranged / installed by Contractor at his cost.
45.5	Provision of distribution lines of power from the central points to the required place with proper distribution boards observing the safety rules laid down by the authorities of the state shall be done by the contractor, supplying all the materials like cables, distribution board, switch boards, TPN, CBS, ELCBS/ MCCBS / Copper / Brass clamps, copper conductor, change over switches pipes etc. at his own cost. The contractor shall adjust his working shift / hours accordingly and deploy additional manpower if necessary so as to achieve the targets.
45.6	Adequate lighting facilities such as flood lamps, hand lamps and area lighting shall be arranged by the contractor at the site of construction, contractor's material storage area etc. within finally accepted rates.

45.7	No claim for damages will be entertained by the Company on account of interruptions of water supply or limitation of quantity of water as aforesaid or on account of the water so taken being not fit for construction purposes or on any other account in connection with such water supply.
45.8	<b>CONTRACTOR HAS TO ARRANGE FOR CONSTRUCTION WATER BY PROVIDING SUITABLE BORE WELL WITHIN THE QUOTED RATES.</b> Contractor to satisfy himself that the water drawn by him is fit for construction / consumption and to submit the test report from reputed laboratory and adequately treat such water at his cost when it is not found fit for the said purposes.
45.9	The Contractor shall make arrangements for storage of sufficient quantity of water required for work.
45.10	The Contractor shall during the progress of the work, provide, erect and maintain at his own expenses all necessary temporary workshops, stores, consumables, offices, etc. required for the proper and efficient execution of the work. The planning, setting and erection of these buildings shall have the approval of the Engineer and the Contractor shall at all times keep them tidy and in a clean and sanitary condition to the entire satisfaction of the Engineer.
45.11	On completion of work or as and when required by BHEL, all the temporary buildings, structures, pipe lines, cables etc. shall be dismantled and leveled and debris shall be removed as per instruction of BHEL by the contractor at his cost. In the event of his failure to do so, same will be got done by the Engineer and expenses incurred shall be recovered from the contractor along with prevailing overhead. The decision of BHEL Engineer in this regard shall be final.
<b>46.0</b>	<b>PROGRESS REPORTING</b>
46.1	Contractor is required to draw mutually agreed monthly programme in consultation with BHEL well in advance. Contractor shall ensure achievement of agreed programme and shall also timely arrange additional resources considered necessary at no extra cost to BHEL.
46.2	Weekly progress review meetings will be held at site during which actual progress during the week vis-a-vis scheduled programme shall be discussed for actions to be taken for achieving targets. The programme for subsequent week shall also be presented by contractor for discussions. The contractor shall constantly update / revise his work programme to meet the overall requirement. All quality problems shall be discussed during above review meetings. Necessary preventive and corrective action, shall be discussed and decided upon in such review meetings and shall be implemented by the contractor in time bound manner so as to eliminate the cause of non-conformities.
46.3	The contractor shall submit weekly and monthly progress reports, materials reports, consumables (gases / electrodes) report and other reports as per Performa considered necessary by the Engineer.
46.4	The progress report shall indicate the progress achieved against planned , with reasons indicating delays , if any, and shall give the remedial actions which the contractor intends to take to make good the slippage or lost time , so that further works again proceed as per the original programme and the slippages do not accumulate and effect the overall programme.
46.5	The daily manpower & equipment reports shall clearly indicate the manpower deployed, category wise specifying also the activities in which they are engaged and daily equipment report indicating major construction equipment in working order etc
<b>47.0</b>	<b>DRAWINGS AND DOCUMENTS</b>
47.1	<b>The bidder shall submit Technical Details of the Items offered including the Item Drawings, Proposed layout , Write Up and the tentative sub- BOQ along with the Technical bid for evaluation .</b>
47.2	The detailed drawings, specifications available with BHEL engineers will form part of this tender specification. These documents will be made available to the contractor during execution of work at site. The contractor will also ensure availability of all drawings / documents at work place.

47.3	The contractor shall maintain a record of all drawings and documents available with him in a register as per format given by BHEL Engineer. Contractor shall ensure use of pertinent drawings / data / documents and removal of obsolete ones from work place and return to BHEL.
47.4	The data furnished in various annexure enclosed with this tender specification are only approximate and for guidance. However, the change in the design and in the quantity may occur as is usual in any such large scale of work.
47.5	Should any error or ambiguity be discovered in the specification or information the contractor shall forthwith bring the same to the notice of BHEL before commencement of work. BHEL's interpretation in such cases shall be final and binding on the contractor.
47.6	Deviation from design dimensions should not exceed permissible limit. The contractor shall not correct or alter any dimension / details, without specific approval of BHEL.
47.7	All as build layouts and other as build changes shall be submitted in soft and hard copies as per instruction of BHEL Engineer.
<b>48.0</b>	<b>DELAY AND EXTENSION OF TIME</b>
48.1	<p>If, in the opinion of the Engineer, the work is delayed</p> <p>(a) by reason of abnormally bad weather, OR</p> <p>(b) by reason of serious loss or damage by fire, OR</p> <p>(c) by reason of civil commotion, local combination of workmen, strike or lockout, affecting any of the trades employed on the work, OR</p> <p>(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</p> <p>(e) by reason of any other cause which in the absolute discretion of the Engineer is beyond the Contractor's control, then in any such case, the Engineer (or higher authority) may make fair and reasonable extension in the completion dates of the individual items of work or the Contract as a whole. Such extension which will be communicated to the Contractor by the Engineer in writing shall be final and binding on the Contractor. No other claim in this respect for compensation or otherwise howsoever is admissible. Upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer but shall nevertheless use constantly his best endeavor to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the Engineer to proceed with the work.</p>
<b>49.0</b>	<b>TIME SCHEDULE</b>
49.1	As stated earlier, this tender is for selecting Pre-Bid Partner for this work and an MOU will be drawn with the selected Party by BHEL. However, the work will be awarded to the selected party, in case BHEL gets the job from its customer M/s PEC, Yemen. BHEL shall give 15 days notice before start of work.
49.2	<p><b>The Contract period shall be considered as 36 (Thirty Six) months from the actual date of start of work</b> . The duration of the major works under the scope is as under :</p> <p>a) Major materials as covered within the scope of this tender are likely to be received in stages from the 8<sup>th</sup> to the 25<sup>th</sup> month of the contract period</p> <p>b) The Construction of Office , Store Yard , Store Shed and Camp will be in stages from the 1<sup>st</sup> to the 5<sup>th</sup> month of the contract period</p> <p>c) The providing of all balance services eg. Housing in Saana and Site , Site Security , Vehicles will be in stages from the 1<sup>st</sup> to the 36<sup>th</sup> months of the contract period</p> <p>If the completion of work as detailed in these specifications gets delayed beyond the end of</p>

	<p>contract period (for the delay not attributable to the contractor), then depending on the balance works, BHEL at its discretion may extend the contract on existing terms and conditions . But in no case overrun compensation will be paid .</p> <p>The scope of work under this contract is deemed to be completed, when so certified by the Engineer .The decision of BHEL in this matter will be final and binding on the Contractor .</p>
<b>50.0</b>	<b>PRICE VARIATION AND OVERRUN</b>
50.1	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, will be payable during the entire period of execution . However for extended period, if any , the matter will be discussed and settled mutually and amicably .
<b>51.0</b>	<b>TAXES &amp; DUTIES</b>
51.1	<p><b>The price quoted shall be inclusive of all taxes/duties including custom duty, as applicable.</b> The contractor shall be responsible for payment of all taxes, duties, fees, levies etc. as per prevalent laws at Yemen and compliance to all local regulations. <b>Custom duties according to Yemeni laws, applicable for / on import of materials for construction of Plant, including consumables, will be to the account of contractor ( present rate is 5%) and will be included in the quoted rates .</b> However all construction equipment required by contractor or its sub-contractors to perform the works pursuant to the contract shall be exempted from duties or impositions imposed under the laws of the republic of Yemen provided that such items are either consumed in performance, re-exported or transferred to owner at the conclusion of the contract. Custom duties cost, if any, shall be reflected separately in the price schedule.</p>
<b>52.0</b>	<b>TERMS OF PAYMENT</b>
52.1	The 'Engineer' will certify regarding the actual work executed in the measurement books and bills, which shall be accepted by the contractor in measurement book.
52.2	Contractor shall also submit bills for the work completed under the specification, once in a month detailing work done during the month. The format for billing shall be approved by BHEL before raising invoices.
52.3	Shortage / damage reports on BHEL's standard materials management forms. No payment shall be released till the contractor submits these reports and are verified by the Engineer.
52.4	Subject to any deduction which BHEL may be authorized to make under the contract, the contractor on the certificate of the Engineer at site be entitled for payment as explained hereunder:
	<p><b>ADVANCE PAYMENT</b></p> <p>(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 15 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%."</p> <p>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.</p> <p>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</p>

	<p>(b) The advance paid shall be recovered from the contractor's monthly running bills to an extent of 10% of each bill alongwith applicable interest amount till it is fully recovered. The BG amount shall be allowed to be reduced every six months by an amount equal to the amount adjusted against running bills.</p> <p>(c) The BG against advance shall be returned after full adjustment of the entire amount of advance along with interest.</p>
	<b>PROGRESSIVE PAYMENTS</b>
<b>52.5</b>	<b>90 % FOR ITEM NO K-1,2,3, OF RATE SCHEDULE ( MATERIAL HANDLING )</b>
52.5.1	<p><b>70 % (Seventy percent)</b> payment of the executed quantities shall be released after Custom Clearance , transportation to site and unloading of material at project stores / storage yard and verified as per Shipping Documents / box packing slip subject to furnishing of following information along with the bills as per above clause.</p> <ol style="list-style-type: none"> <li>1. Material transporting vouchers stating work order and quantity of material for each consignment.</li> <li>2. Shortage report / open delivery taken w.r.t Shipping Bill , if any and acceptance thereof by Shipping / Port / Airport Authorities .</li> <li>3. Proof of claim lodged with Shipping / Port / Airport Authorities in respect of above shortage / open delivery.</li> <li>4. Material management forms duly filled and certified by the Engineer.</li> </ol>
52.5.2	<p><b>20% (Twenty percent)</b> payment of the executed quantities shall be released as soon as the materials are duly shifted to desired location, stacked and verified by opening of cases / re-packing, wherever necessary (with contractor's own labour and T&amp;P).</p> <p>Payment will be released on submission of the information, as per material management forms by the contractor immediately after verification of materials as certified by the Engineer. The Engineer at site would supply the requisite Performa.</p> <p><b>NOTE:-</b> The Contractor must ensure the stacking and verification of materials within 15 (fifteen) days from the date of unloading the materials in store, otherwise the same shall be done by engaging other agency on the risk and cost of contractor and decision of Engineer in this regard shall be final and binding on the contractor.</p>
<b>52.6</b>	<b>90 % FOR ITEM NO 'A TO J' OF RATE SCHEDULE (ENABLING WORKS)</b>
	<b>90 % (Ninety percent)</b> of the value of work executed against monthly running bills as accepted and certified by the ENGINEER
<b>52.7</b>	<b>90 % FOR ITEM NO 'L' OF RATE SCHEDULE ( ODC EQUIPMENTS)</b>
52.7.1	<b>90 % (Ninety percent)</b> of monthly payment shall be released after unloading of the ODC equipments
<b>52.8</b>	<b>5% PAYMENT AGAINST ALL THE ITEMS OF THE RATE SCHEDULE</b>
	4 x 1.25 % of the contract value shall be paid against issue of Unit wise provisional takeover certificate by BHEL's Customer(M/s PEC).
<b>52.9</b>	<b>BALANCE 5% PAYMENT AGAINST ALL THE ITEMS OF THE RATE SCHEDULE</b>
52.9.1	2.5 % of the contract value shall be paid on completion of all pending works, rework wherever required, site clearing and reconciliation of materials
52.9.2	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(M/s PEC).
	<b>PAYMENT CURRENCY</b>

52.10	<b>50 % of the Bill Amount will be paid in Yemen Rial and the balance 50% of the passed bill will be paid in USD. The conversion rate from USD to Yemen Rial shall be the Selling Rate of Central Bank Of Yemen on the date of opening of Technical Bid.</b>
<b>53.0</b>	<b>RATE SCHEDULE</b>
53.1	Contractor shall fully understand equipment description and scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under these specifications shall be covered within the quoted rates.
53.2	<b>The prices for all the items of the BOQ shall be quoted in US Dollars.</b>
53.3	The work also includes arranging for Visas / work permits / licenses / clearances and exemptions from Ministries / Govt Bodies / Customer , for BHEL staff and other persons visiting on BHEL work . All fees for these will be reimbursed . The work also includes liaison with Govt and other statutory bodies , meeting all statutory and regulatory codes , Acts standards for successful execution of the contract for the entire duration of the Contract
53.4	The scope of work will also include all such related works , although not specifically mentioned in the above paragraph but incidental / reasonably implied and necessary for completion of the job as desired and as directed by the engineer
53.5	The detailed scope of work above is not a comprehensive list of items of work involved . The detailed scope of work may vary considerably depending on the actual requirements
53.6	The bidder will be responsible for its scope of work with respect to the General Conditions of the Contract and specifications and compliance to applicable standards including those applicable for safety norms except those specifically stated / agreed otherwise elsewhere
53.7	<b>The final agreed rates for the items indicated in the Price Bid shall be firm through out the Contract period till the execution and successful handing over of the Plant to the customer . No Price variation and Overrun charges shall be payable to the contractor .</b>
53.8	<b>The tenderer shall quote the rates as per the rate schedule only, in part II Price bid (Original). Conditional price bids or price bids with any deviation / clarification etc are liable to be rejected. No cutting / erasures/ over writing shall be done.</b>
53.9	NOT APPLICABLE
53.10	<b>The tenderers are required to quote for all the items of the rate schedule</b>
<b>54.0</b>	<b>INSTRUCTIONS TO TENDERERS</b>
54.1	Offers received without data/ information required to be submitted under tender clauses-11.1 to 11.11 are liable to be rejected. Documentary evidences should duly support all these data/ information.
54.2	No deviations to the tender conditions will normally be accepted.
54.3	The tenderer are advised to actually visit the site and fully acquaint themselves with site conditions, transportation routes, various distances, facilities, Local taxes, toll charges and levies, local labour minimum wages & prevailing wage agreements at site, quantum of work etc., before quoting their rates for this work. BHEL shall not be responsible in any way for non-familiarization of site conditions.
54.4	Once the tenderer has quoted for the work, it is implied that he has ascertained various site conditions, transportation routes and distances, etc. as per above clause. No claim whatsoever will be entertained by BHEL on any such account.
54.5	The contractor in the event of this work awarded to him, shall establish a site office at site and keep posted an authorized, responsible officer who should hold a valid power of attorney.
54.6	For the purpose of the contract, any order or instruction of the Engineer or his duly authorized representative shall be communicated to the contractor's representative at site office and the

	same will be deemed to have been communicated to the contractor at his legal address.
54.7	The Contract shall be governed by and construed in accordance with the laws of the Republic of Yemen.
54.8	It shall be the responsibility of the Contractor to pay salaries and other benefits to its employees/persons engaged by it as per the agreement with those employees/ persons, and in keeping with the local laws
<b>55.0</b>	<b>PERFORMANCE GUARANTEE:</b>
55.1	Irrespective of provisions in tender else where, in view of nature of work, performance guarantee is not required under this contract.
<b>56.0</b>	<b>OTHERS :</b>
56.1	<p><b>Security Deposit:-</b> The contractor shall submit Security Deposit within 15 days from the date of issue of LOI as per clause no. 16.2 of the General Conditions of Contract (GCC). In case the contractor opts to furnish Bank Guarantee as a part of Security Deposit, the BG shall be issued as per the Performa enclosed as per Annexure-H of the GCC and also that the BG should be issued preferably through any of the Member Banks listed in GCC;</p> <p>For BG through any other Nationalized Bank (Not covered in the list of Member Banks of GCC), the discretion of its acceptance shall lie solely with BHEL. 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.</p>
56.2	In case of any contradiction between General Conditions of Contract (GCC) and Special Conditions of Contract (SCC), the latter shall prevail.
56.3	The tenderer shall specifically confirm that he has inspected the site of work and acquired full knowledge and information about the site conditions, wage structure, Industrial climate, total work involved and will not raise claim of any nature due to lack of knowledge of site condition. He will also confirm that local taxation laws at the site have been clearly understood by him.
56.4	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.
56.5	<b>Unsolicited rebate/discount shall not be accepted after bid opening.</b>
<b>56.6</b>	<b>INSURANCE:</b> 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.
56.6.1	<b>Insurance for all materials pertaining to the Contractor(T&amp;Ps, Construction Materials etc.) during transit, storage and during construction shall be in his (Contractor's) scope.</b>

**ANNEXURE - I****GENERAL IDEA OF WEIGHTS TO BE HANDLED**

The information given below is very tentative and not complete. Only a few of the typical components are listed below to give a general idea to the bidder. The weights and sizes indicated below are only approximate and are liable to vary.

**TOTAL WEIGHT TO BE HANDLED UNDER THE CONTRACT: 12,000 MT**

**General idea of some major components to be handled under Gas Turbine – Generator – Electrical Package**

S.No	Description	Nos	Dimension LxBxH	Gross wt. (kg)
			(m x m x m)	
1	Combustion Chamber (Right)	1	7.650x 3.800x 4.500	30000
2	Combustion Chamber (Left)	1	7.650x 3.800x 4.500	30000
3	Oil tank with pump sets, instrumentation, rack	1	6.900x 2.800x 3.830	14690
4	Hydraulic unit	1	1.860x 1.600x 2.390	1450
5	Fuel Oil Injection Skid	1	6.000x 2.000x 3.650	9000
6	Leak Oil tank	1	2.100x 1.850x 1.500	2350
7	Piping Skids – right skid	1	10.350x 1.550x 2.300	6000
8	Piping Skids – left skid	1	10.120x 1.520x 2.620	7000
9	Piping Skids - front rack	1	2.500x 1.200x 2.550	1466
10	Platform around turbine	1	3.600x 1.800x 1.500	2171
11	Exhaust Gas Diffuser	1	6.100x 4.740x 4.770	10062
12	Intermediate shaft	1	5.000x 1.080x 1.100	6910
13	Thermal and Noise Insulation for unit 1	1	6.000 x 2.300 x 2.000	4000
15	Fuel Gas Skid	1	2.700 x 2.250 x 2.800	2760
16	Blow off system pipe	1	7.350x 2.050x 1.020	2910
17	Blow off system valves	1	1.600x 1.500x 1.430	1245
18	Generator rotor		10.725 x 1.700 x 1.860	43640
19	Cooler housing assembly		7.940x3.275x2.350	9800
20	Bearing shells		1.370x1.150x1.250	1430
21	End shield assembly (EE)		2.600x2.332x0.930	3122
22	UAT Tank		3.9X3.2X3.2	14000
24	Power Control centre		12X3.5X4.5	35000

**Note:** It may be noted that the above list is to give only a general idea for tenderer's information about the weights and dimensions of some major components / equipment. The weights and dimensions shown are approximate and are liable to vary. No increase in quoted / accepted rate rates / prices shall be allowed due to change in weights and dimensions of the equipment / material.

**ANNEXURE -IA****Details of ODC Packages for Unloading at Site**

S.No	Description	Nos	Dimension LxBxH	Gross wt. (kg)
			(m x m x m)	
1	Thermal Block Gas Turbine	4	10.340x 4.080x 3.930	197397
2	Generator stator	4	8.270x4.540x4.980	200000
3	Generator Transformer Tank	4	8.3X4X3.9	140000

**ANNEXURE-II****INDICATIVE LIST OF MAJOR T&Ps TO BE PROVIDED BY CONTRACTOR FOR EXECUTION OF TENDERED WORKS FOR MOST DURATION OF THE CONTRACT WITHIN QUOTED RATES**

S.NO.	EQUIPMENT	CAPACITY	QTY
1.	TYRE MOUNTED / Crawler CRANE	75 MT	1 No.
2.	TYRE/TRUCK MOUNTED CRANE	36 / 40 MT	1 No.
3.	TYRE MOUNTED CRANE	18 / 20MT	2 Nos.
4.	HYDRA	10 / 12 / 14 MT	3 Nos.
5.	TRUCK	10 MT	1 No.
6.	TRAILER WITH PULLING UNIT	20 MT	2 Nos. ( APR )
7.	TRAILER WITH PULLING UNIT	60 MT	APR (As per Requirement)
8.	HYDRAULIC JACKS	10/20/50/100 MT	APR

**NOTES:**

- The above list specifies only major T&Ps (may not be complete) to be deployed by the contractor and is based on minimum requirement. All additional / other tools and plants including suitable capacity D shackles, slings, rails sleepers hydraulic / mechanical jacks etc which are required for satisfactory & timely completion of work shall also be deployed by the contractor within finally accepted rate / price.
- Tyre mounted 18T crane must be with 360 degree rotational swing mechanism to facilitate unloading and placement of material at identified locations.
- Sleepers, rails, jacks, winches etc required for unloading of heavy consignment are also to be arranged by contractor at his own cost. However in such cases BHEL may extend limited assistance by way of issuing such T & Ps that may be available in their stores, free of hire charges. These will have to be returned after use. Any damages / losses / to these will have to be borne by the contractor and cost / repair charges plus applicable overheads recoverable from him. No claim whatsoever will be entertained on non-availability of these items.
- BHEL reserves the right to deploy suitable T&P at the risk and cost of the Contractor , if the Contractor is not able to deploy suitable T+P to carry out the job.
- All other terms and conditions shall be as per tender clause No.35
- APR (As per Requirement)

**ANNEXURE-III**

**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-IV**

**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..... )

**ANNEXURE - V**

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

REF:

Dt.

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

**Sub.: Material handling and infrastructure works at 400 MW Marib Stage -II  
Gas Turbine Station , Yemen**

**TENDER NO. BHEL:NR(SCT): MARIB2:INF:645**

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 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 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 and certify that we have quoted for all the items of the Rate Schedule..

Thanking you,

Yours faithfully,

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