

=====

TENDER SPECIFICATION

TENDER NO. BHEL/ NR/ SCT/ LALITPUR-1, 2&3/TG/899

FOR

ERECTION, TESTING, COMMISSIONING, TRIAL OPERATION AND HANDING OVER OF STEAM TURBINE, GENERATOR AND ITS AUXILIARIES & PIPING ETC. FOR UNIT NO.1,2&3 AT 3X660 MW LALITPUR TPS OF LPGCL AT LALITPUR , U.P.

PART I – TECHNICAL BID



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



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

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301(INDIA)
Phone: 0091-0120-2416273 / 2416296
Fax: 091-0120-2416528
Email: swapan@bhel.com / pdas@bhel.com

TENDER NO. BHEL/ NR/ SCT/ LALITPUR-1, 2&3/TG/899

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-----

Rev 01
1st Jun
2012

NOTICE INVITING TENDER

(Document No PS:MSX:NIT)

Bharat Heavy Electricals Limited



NOTICE INVITING TENDER (NIT)
NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES
OR
PURCHASE TENDERS FROM THIS OFFICE ALSO

To

Dear Sir/Madam

Sub : NOTICE INVITING TENDER

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-I) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	BHEL/ NR/ SCT/ LALITPUR-1, 2&3/TG/899
ii	Broad Scope of job	ERECTION, TESTING, COMMISSIONING, TRIAL OPERATION AND HANDING OVER OF STEAM TURBINE, GENERATOR AND ITS AUXILIARIES & PIPING ETC. FOR UNIT NO.1,2&3 AT 3X660 MW LALITPUR TPS OF LPGCL AT LALITPUR , U.P.
iii	DETAILS OF TENDER DOCUMENT	
a	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i> Applicable
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i> Applicable
c	Volume-IC	<i>General Conditions of Contract (GCC)</i> Applicable
d	Volume-ID	<i>Forms and Procedures</i> Applicable
e	Volume-II	<i>Price Schedule (Absolute value).</i> Applicable
iv	Issue of Tender Documents	<p>1. Sale from BHEL PS Regional office at : Start: 29.11.2012, Time: 10.00 HRS. (IST) Closes: 19.12.2012 , Time : 12.00 HRS (IST)</p> <p>2. From BHEL website (www.bhel.com) Tender documents will be available for downloading from website till due date of submission</p> Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	<p>Date: 19.12.2012, Time: 15.00 HRS. (IST) Place : NOIDA(UP)--INDIA</p> Applicable
vi	OPENING OF TENDER	<p>Date: 19.12.2012, Time: 15.30 HRS. (IST) <i>(within 2 hours of the latest due date and time of offer submission).</i></p> <p>Notes: <i>(1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day.</i> <i>(2) Bidder may depute representative to witness the</i></p> Applicable

		<i>opening of tender</i>	
vii	EMD AMOUNT	Rs 2,00,000/-.	Applicable
viii	COST OF TENDER	Rs 2000/-.	Applicable/Not Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	Date: 12.12.2012 Along with soft version also, addressing to undersigned & to others as per contact address given below	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)	Date :	Applicable/Not applicable.
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	Shri Kanwarjit Singh, IRS (Rtd.) D-6/12, Ground Floor, Vasant Vihar, New Delhi - 110 057 Ph: 09560509389	Applicable/Not Applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendums) and not in the newspapers . Bidders to keep themselves updated with all such information	

2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**

3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Noida issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Noida, Sundays and second/ last Saturdays

4.0 Unless specifically stated otherwise, bidder shall deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Noida. For other details and for 'One Time EMD' please refer General Conditions of Contract.

5.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:

- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)' in two separate sealed and superscribed envelopes (ENVELOPE-I & ENVELOPE-II)
- PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-III)
- One set of tender documents shall be retained by the bidder for their reference.

6.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. **(All pages to be signed and stamped)**

Sl no	Description	Remarks
	Part-I A	

	<p>ENVELOPE – I superscribed as : PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING:-</p>	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	<p>Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.</p> <p>Note:</p> <p>a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.</p> <p>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.</p> <p>i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p>ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</p>	
iii.	<p>Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria.</p> <p>It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.</p>	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	Applicable
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	
ix.	Volume – I B : Special Conditions of Contract (SCC)	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

	PART-I B	
	<p>ENVELOPE – II superscribed as: PART-I (EMD/COST of TENDER) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING:-</p>	
i.	<p>1. Earnest Money Deposit (EMD) in the form as indicated in this Tender</p> <p style="text-align: center;">OR</p>	

	Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender	
	2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)	

	PART-II	
	PRICE BID consisting of the following shall be enclosed	
	ENVELOPE-III superscribed as: PART-II (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:	
	CONTAINING THE FOLLOWING	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume II – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	

	OUTER COVER	
	ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:	
	CONTAINING THE FOLLOWING:	
i	<ul style="list-style-type: none"> ○ Envelopes I ○ Envelopes II ○ Envelopes III 	

SPECIAL NOTE: All documents/ annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.

8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).

9.0 Assessment of Capacity of Bidders:

Bidders capacity for executing the job under tender shall be assessed 'LOAD' wise and 'PERFORMANCE' wise as per the following:

- I. **LOAD:** Load takes into consideration **ALL** the contracts of the Bidder under execution with BHEL Regions, irrespective of whether they are similar to the tendered scope or not. The 'Load' is the sum of the unit wise identified packages (refer Table-1) for contracts with BHEL Regions. The cut off month for

reckoning 'Load' shall be the month, two (2) months preceding the month corresponding to the 'latest date of bid submission', in the following manner:

(Note: For example if latest bid submission is in Aug 2011, then the 'load' shall be calculated upto and inclusive of June 2011)

i). Total number of Packages

Total number of Packages in hand = P

Where

- P is the sum of all unit wise identified packages under execution with BHEL Regions as of the cut off month defined above, including packages yet to be commenced.

ii) Weightage "A" assigned to bidders based on Total number of Packages 'P':

- If 'P' = 0-9, : "A" will be equal to '4'
- If 'P' = 10-18, : "A" will be equal to '3'
- If 'P' = 19-36, : "A" will be equal to '2'
- If 'P' = 37-60, : "A" will be equal to '1'
- If 'P' is above 60 : "A" will be equal to '0'

- II. **PERFORMANCE:** Here 'Monthly Performance' of the bidder for all the packages (**under execution/** executed during the 'Period of Assessment' in all the Power Sector Regions of BHEL) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced shall be taken into consideration. The 'Period of Assessment' shall be 6 months preceding the cut off month. The cut off month for reckoning 'Period of Assessment' shall be the month two (2) months preceding the month corresponding to the 'latest date of bid submission', in the following manner:

(Note: For example if 'latest date of bid submission' is in Aug 2011, then the 'performance' shall be assessed for a 6 month period upto and inclusive of June 2011, for all the unit wise identified packages (refer Table I)

i). Calculation of Overall 'Performance Rating' for 'similar Package/Packages' for the tendered scope under execution at Power Sector Regions:

This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for all the similar Package/packages', divided by the total number of Package months for which evaluation should have been done, as per procedure below:

- $P_1, P_2, P_3, P_4, P_5, \dots, P_N$ etc be the packages (**under execution/** executed during the 'Period of Assessment' in all Regions) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced. Total number of similar packages for all Regions = P_T (ie $P_T = P_1 + P_2 + P_3 + P_4 + \dots + P_N$)
- Number of Months ' T_1 ' for which 'Monthly Performance Evaluation' as per relevant formats, should have been done in the 'Period of Assessment' for the corresponding similar package P_1 . Similarly T_2 for package P_2 , T_3 for package P_3 , etc for the tendered scope. Now calculate cumulative total months ' T_T ' for total similar Packages ' P_T ' for all Regions (ie $T_T = T_1 + T_2 + T_3 + T_4 + \dots + T_N$)
- Sum ' S_1 ' of 'Monthly Performance Evaluation' Scores ($S_{1-1}, S_{1-2}, S_{1-3}, S_{1-4}, S_{1-5}, \dots, S_{1-N}$) for similar package P_1 , for the 'period of assessment' ' T_1 ' (ie $S_1 = S_{1-1} + S_{1-2} + S_{1-3} + S_{1-4} + S_{1-5} + \dots + S_{1-N}$). Similarly S_2 for package P_2 for period T_2 , S_3 for package P_3 for period T_3 , etc for the tendered scope for all Regions. Now calculate cumulative sum ' S_T ' of 'Monthly Performance Evaluation' Scores for total similar Packages ' P_T ' for all Regions (ie ' $S_T = S_1 + S_2 + S_3 + S_4 + S_5 + \dots + S_N$ ')
- Overall Performance Rating ' R_{BHEL} ' for the similar Package/Packages (under execution/** executed during the 'Period of Assessment') in all the Power Sector Regions of BHEL):

Aggregate of Performance scores for all similar packages in all the Regions

$$= \frac{\text{Aggregate of months for each of the similar package for which performance should have been evaluated in all the Regions}}{\text{Total No of similar packages for all Regions}}$$

$$= \frac{S_T}{T_T}$$

e) Bidders to note that the risk of non evaluation or non availability of the 'Monthly Performance Evaluation' reports as per relevant formats is to be borne by the Bidder

f) Table showing methodology for calculating 'a', 'b' and 'c' above

Sl no	Item Description	Details for all Regions							Total
		(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	
1	Similar Packages for all Regions →	P ₁	P ₂	P ₃	P ₄	P ₅	...	P _N	Total No of similar packages for all Regions = P _T ie Sum (Σ) of columns (iii) to (ix)
2	Number of Months for which 'Monthly Performance Evaluation' as per relevant formats should have been done in the 'period of assessment for corresponding similar Package (as in row 1)	T ₁	T ₂	T ₃	T ₄	T ₅	...	T _N	Sum (Σ) of columns (iii) to (ix) = T _T
3	Monthly performance scores for the corresponding period (as in Row 2)	S _{1-1,} S _{1-2,} S _{1-3,} S _{1-4,} ... S _{1-T1}	S _{2-1,} S _{2-2,} S _{2-3,} S _{2-4,} ... S _{2-T2}	S _{3-1,} S _{3-2,} S _{3-3,} S _{3-4,} ... S _{3-T3}	S _{4-1,} S _{4-2,} S _{4-3,} S _{4-4,} ... S _{4-T4}	S _{5-1,} S _{5-2,} S _{5-3,} S _{5-4,} ... S _{5-T5}	..	S _{N-1,} S _{N-2,} S _{N-3,} S _{N-4,} ... S _{N-TN}	-----
4	Sum of Monthly Performance scores of the corresponding Package for the corresponding period (as in row-3)	S ₁	S ₂	S ₃	S ₄	S ₅	...	S _N	Sum (Σ) of columns (iii) to (ix) = S _T

ii) Weightage "B" assigned to bidders based on Overall Performance Rating (R_{BHEL}) at Power Sector Regions, for the respective Package:

- a) If R_{BHEL} is ≥ 80%, "B" will be equal to '6'
- b) If R_{BHEL} is ≥ 75% < 80%, "B" will be equal to '5'
- c) If R_{BHEL} is ≥ 70% < 75%, "B" will be equal to '4'

- d) If R_{BHEL} is $\geq 65\% < 70\%$, "B" will be equal to '3'
- e) If R_{BHEL} is $\geq 60\% < 65\%$, "B" will be equal to '2'
- f) If R_{BHEL} is $< 60\%$, "B" will be equal to '0'

III. 'Assessment of Capacity of Bidder' to be Qualified for the tender:

Shall be based on the sum of the weightages obtained in 'LOAD' (A) and 'PERFORMANCE' (B) as below:

- a) If the sum (A+B) is 6 or above for each of the applicable Package, then the Bidder is considered 'Qualified' for the tender
- b) If the sum (A+B) is less than 6 for any of the applicable Package, then the Bidder is considered 'NOT Qualified' for the tender

IV. Explanatory note:

- a) Similar package means Boiler or ESP or Piping or Turbine or Civil or Structure or Electrical or CI, etc at the individual level irrespective of rating of Plant, and irrespective of whether the subject tender is a single package or as part of combined/composite packages. Normally Boiler, ESP, Piping, Turbine, Electrical, CI, Civil, Structure, etc is considered individual level of package. For example in case the tendered scope is a Boiler Vertical Package comprising of Boiler, ESP and Power Cycle Piping (i.e the 'identified packages as per Table-1 below), the 'PERFORMANCE' part against sl no II above, needs to be evaluated considering all the identified packages (ie Boiler, ESP and Power Cycle Piping) and finally the Bidder's capacity to execute the tendered scope is assessed in line with III above
- b) Identified Packages (Unit wise)

Table-1

Civil	Electrical & CI	Mechanical
i). Enabling works	i). Electrical	i). Boiler & Aux (All types including CW Piping if applicable)
ii). Pile and Pile Caps	ii). CI	ii). Power Cycle Piping/Critical Piping
iii). Civil Works including foundations	iii). Others (Elec & CI)	iii). LP Piping
iv). Structural Steel Fabrication & Erection		iv). ESP
v). Chimney		v). Steam Turbine Generator set & Aux
vi). Cooling Tower		vi). Gas Turbine Generator set & Aux
vii). Others (Civil)		vii). Hydro Turbine Generator set & Aux
		viii). Turbo Blower (including Steam Turbine)
		ix). Material Handling
		x). Material Management
		xi). Material Handling & Material Management
		xii). Others (Mechanical)

- c) Vendors who are first timers to any BHEL Region, may be considered subject to satisfying other tender conditions. Eligibility of the party for the next tender of any package in that Region, shall be subject to the bidder satisfying the 'Assessment of Capacity of Bidder' for a period of first **nine months** after commencement of work or contract duration whatever is lesser.

In case the first timer is executing any other packages in any BHEL Region, then the performance evaluation will be based on the data available for the other packages though not similar, for the 'Period of assessment', for the purpose of 'Assessment of Capacity of Bidder'

- d) Vendors who are not first timers and who have not been executing any package or packages similar to the packages under the tender in the 'Period of assessment', shall be considered qualified subject to them satisfying all other tender conditions.
- e) In the unlikely event of all bidders shortlisted against Technical and Financial Qualification criteria not meeting the criteria on 'Assessment of Capacity of Bidders' detailed above, OR leads to a single tender response on applying the criteria of 'Assessment of Capacity of Bidders', then BHEL at its discretion, reserves the right to consider the further processing of the Tender based on the **Overall Performance Rating 'R_{BHEL}'** only.
- f) 'Under execution' shall mean works in progress as per the following:
 - i. upto Boiler Steam Blowing in case of Steam Generator and Auxilliaries
 - ii. upto Synchronisation in case of all other works excepting sl no (i) and (iii)
 - iii. upto execution of at least 75% of anticipated contract value (unit wise), in case of Enabling works or Civil & Structures.

Note : BHEL at its discretion can extend (or reduce in exceptional cases in line with Contract conditions) the period defined against (i), (ii) and (iii) above, depending upon the balance scope of work to be completed.

- g) Performance evaluation in CL 9 above is applicable to Prime bidder and consortium partner (or Technical tie up partner) for their respective scope of work

- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.

- 15.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.**
- 16.0 The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. .
- However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre Qualifying Requirement (PQR) criteria, and in such a case the following shall be complied with:
- 23.1 Prime Bidder and Consortium Partner or partners are required to enter into a consortium agreement with a validity period of six months initially. In case the consortium is awarded the contract, then the Consortium Agreement between the Prime Bidder and Consortium Partner or partners shall be extended till contractual completion period including extension periods if any applicable.
- 23.2 'Standalone' bidder cannot become a **'Prime Bidder' or a 'Consortium bidder' or 'Technical Tie up bidder' in a consortium (or Technical Tie up) bidding.** Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non compliance, consortium bids of such Prime bidders will be rejected.
- 23.3 Number of partners for a consortium Bidding (or Technical Tie up) shall be as specified in the PQR
- 23.4 Prime Bidder shall be as specified in the Pre Qualification Requirement, else the bidder who has the major share of work

- 23.5 In order to be qualified for the tender, Prime Bidder and Consortium partner or partners shall satisfy (i) the Technical 'Pre Qualifying Requirements' specified for the respective package, (ii) "Assessment of Capacity of Bidder" as specified in clause 9.0
- 23.6 Prime Bidder shall comply with additional 'Technical' criteria of PQR as defined in 'Explanatory Notes for the PQR'
- 23.7 Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified
- 23.8 In case customer approval is required, then Prime Bidder and Consortium Partner or partners shall have to be individually approved by Customer for being considered for the tender.
- 23.9 Prime Bidder shall be responsible for the overall execution of the contract
- 23.10 In case of award of job, Performance shall be evaluated for Prime Bidder and Consortium Partner or partners for their respective scope of work(s) as per prescribed formats
- 23.11 In case the Consortium partner or partners back out, their SDs shall be encashed by BHEL. In such a case, other consortium partner or partners meeting the PQR have to be engaged by the Prime Bidder, and if not, the respective work will be withdrawn and executed on risk and cost basis of the Prime Bidder. The new consortium partner or partners shall submit fresh SDs as applicable.
- 23.12 In case the prime Bidder withdraws, the whole contract shall be considered cancelled and short closed.
- 23.13 After execution of work, the work experience shall be assigned to the Prime Bidder and the consortium partner or partners for their respective scope of work. After successful execution of two similar works with the same consortium partner or partners under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'stand alone' bidder for similar works, subject to certification from BHEL about the active involvement of the Prime Bidder for satisfactory execution of the works.
- 23.14 The consortium partner shall submit SD equivalent to 2% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value. In case there are two consortium partners, then each partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value.
- 23.15 In case of a Technical Tie up, all the clauses applicable for the Consortium partner shall be applicable for the Technical Tie up partner also.
- 24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 Mode of Award of subject work for three units (3X660MW) at Lalitpur is packaged as follows:**
- 1) Package A: Unit 1 and Unit 3 (time gap of 08 months)**
 - 2) Package B: Unit 2**
- Party who is awarded Package 'A' shall not be eligible for package 'B' and vice-versa.**
- 26.1 Bidders may submit their offer either for both the packages or any one of the packages i.e. Package-A or Package-B given in this tender. However, Bidders shall specifically confirm in their bid that they have quoted for Package-A or Package-B or both of the packages.**

- 26.2 Bidders shall submit price bid for each package separately by enclosing each price bid in a separate envelop, clearly indicating on cover of the envelop the respective package number(i.e. Package-A or Package-B) besides furnishing other requisite details.**
- 26.3 There will be two separate Contracts for each Package. All the contracts will individually be treated as a separate contract and Contract Agreement for each package shall be signed separately.**

27.0 Order of Precedence

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid
- d. Technical Conditions of Contract (TCC)—Volume-1A
- e. Special Conditions of Contract (SCC) —Volume-1B
- f. General Conditions of Contract (GCC) —Volume-1C
- g. Forms and Procedures —Volume-1D

for BHARAT HEAVY ELECTRICALS LTD

(SCT)

Enclosure

- I. Annexure-1: Pre Qualifying criteria. (For one unit)
- II. Annexure-2: Check List.
- III. Annexure-3: Tender Notice
- IV. Annexure-4 GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)
- V. Annexure-5 RA Details
- VI. Integrity Pact
- VII. Other Tender documents as per this NIT.

ANNEXURE - 1

PRE QUALIFYING REQUIREMENTS

JOB	ERECTION, TESTING, COMMISSIONING, TRIAL OPERATION AND HANDING OVER OF STEAM TURBINE, GENERATOR AND ITS AUXILIARIES & PIPING ETC. FOR UNIT NO.1,2&3 AT 3X660 MW LALITPUR TPS OF LPGCL AT LALITPUR , U.P.
TENDER NO.	BHEL/ NR/ SCT/ LALITPUR-1, 2&3/TG/899

SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page no of supporting document. Bidder must fill up this column as per applicability
A	Submission of Integrity Pact duly signed (Note: To be submitted by Prime Bidder & Consortium/Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)	Applicable	
B	<u>Technical</u> Bidder who wish to participate should have executed at least one STG work of above 400 MW unit in the last 7 years (as on the "latest date of Bid Submission") Executed means Synchronization	Applicable	
C-1	<u>Financial TURNOVER</u> Bidders must have achieved an average annual financial turnover (Audited) of Rs 450 Lakhs or more over last three Financial Years (FY) i.e 2009-2010, 2010-2011 & 2011-2012. (For Package –B: Unit-2) Bidders must have achieved an average annual financial turnover (Audited) of Rs 900 Lakhs or more over last three Financial Years (FY) i.e 2009-2010, 2010-2011 & 2011-2012. (For Package –A: Unit-1&3)	Applicable	
C-2	NETWORTH (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.	Applicable	
C-3	PROFIT Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three Financial Years defined in 'C-1' above based on latest Audited Accounts.	Applicable	
D	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT.	Applicable	By BHEL
E	Approval of Customer	Applicable	BY BHEL

	Note: Names of bidders who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval.		
F	Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E	Applicable	BY BHEL
G	Consortium criteria (if applicable)	Not Applicable	

Explanatory Notes for the PQR (unless otherwise specified in the PQR):

1. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexures.
2. In case audited Financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e total divided by three.
3. C-2:-NETWORTH : Shall be calculated based on the latest Audited Accounts as furnished for C-1 above. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies)
4. C-3:- PROFIT : shall be NET profit (PAT + Non cash expenditure viz depreciation) earned during any one of the three financial years as in C-1 above.
5. ~~'Additional' Criteria in respect of 'Technical' criteria of PQR (as in 'B' above) for Civil, Electrical, CI, unless otherwise specified :~~
 - i. ~~Bidder should have executed similar work of any one of the following:~~
 - a. ~~One (1) work of value not less than Rs XXX~~
~~OR~~
 - b. ~~Two (2) works of not less than Rs YYY~~
~~OR~~
 - c. ~~Three (3) works of not less than Rs ZZZ~~
(Value XXX, YYY, ZZZ shall be as indicated by BHEL)
 - ii. ~~'Similar' work for criteria 5 above means~~
 - a. ~~Civil or Structures or Civil & Structures or Chimney respectively as applicable to the tendered scope in respect of 'CIVIL' Works~~
 - b. ~~Electrical works in respect of 'ELECTRICAL'~~
 - c. ~~CI works in respect of 'CI' Works~~
 - d. ~~Material Handling and/or Management works in respect of 'MM' works~~
6. Time period for achievement of the 'Technical' criteria of PQR (as in 'B' above) will be the last 7 years ending on the 'latest date' of Bid submission.
7. 'EXECUTED' means the Vendor should have achieved the criteria specified in the Technical criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed.
8. Unless otherwise specified, for the purpose of 'Technical' criteria of PQR (as in 'B' above), the word 'EXECUTED' means:
 - i. "SYNCHRONISATION" in respect of STG/GTG
9. Critical/Power Cycle piping means Main Steam, Hot Reheat, Cold Reheat, HP Bypass, LP Bypass lines
10. Scope for capital overhaul of STG shall cover Bearing Inspection work and overhauling of all cylinders of the Turbine unless otherwise specifically indicated in the PQR.

ANNEXURE - 2

CHECK LIST

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

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS	DD No: Date : Bank : Amount: <u>Please tick (√) whichever applicable:-</u> ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable/Not Applicable	YES/NO
8	Copy of PAN Card	Applicable/Not Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/Not Applicable	YES/NO
10	Integrity Pact	Applicable/Not Applicable	YES/NO
11	Declaration by Authorised Signatory	Applicable/Not Applicable	YES/NO
12	No Deviation Certificate	Applicable/Not Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable/Not Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable/Not Applicable	YES/NO
15	Non Disclosure Certificate	Applicable/Not Applicable	YES/NO

16	Bank Account Details for E-Payment	Applicable/Not Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Applicable/Not Applicable	YES/NO
18	Tie Ups/Consortium Agreement are submitted as per format	Applicable/Not Applicable	YES/NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable/Not Applicable	YES/NO
20	Analysis of Unit rates	Applicable/Not Applicable	YES/NO

NOTE : STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED **ABOVE APPLICABLE DOCUMENTS** ARE LIABLE TO BE SUMMARILY REJECTED.

DATE :
SIGNATORY

AUTHORISED
(With Name, Designation and Company seal)



**ISO 9001, ISO 14001,
OHSAS 18001 & SA 8000
certified company
SubContract and Purchase
Deptt.**

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301(INDIA)
Phone: 0091-0120- 2416273 / 2416296
Fax 091-0120-2416528
Email: swapan@bhelsnr.co.in / pdas@bhelsnr.co.in

TENDER NOTICE

LAST DATE OF SALE : 19.12.2012
DUE DATE OF SUBMISSION : 19.12.2012 (15 hrs. - Indian Standard Time)

NIT NO. / NAME OF WORK
<p style="text-align: center;">TENDER NO. BHEL/ NR/ SCT/ LALITPUR-1, 2&3/TG/899</p> <p>Sealed tenders are invited from the contractors fulfilling qualifying requirements as given in tender document for the Work of "ERECTION, TESTING, COMMISSIONING, TRIAL OPERATION AND HANDING OVER OF STEAM TURBINE, GENERATOR AND ITS AUXILIARIES & PIPING ETC. FOR UNIT NO.1,2&3 AT 3X660 MW LALITPUR TPS OF LPGCL AT LALITPUR , U.P."</p>

NOTES:

1. The complete tender documents can be downloaded from BHEL Web Site, www.bhel.com.
2. All corrigenda, addenda, amendments, time extensions, clarifications etc. to this Tender will be hosted on BHEL website (www.bhel.com) only. Bidders should regularly visit website to keep themselves updated.

Sr.DGM/SCP

ANNEXURE –4

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)

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

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

ANNEXURE – 5

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

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

INTEGRITY PACT

Between

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

and

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

Preamble

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

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

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

Section 1 – Commitments of the Principal

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

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

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

in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

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

Section 4 – Compensation for Damages

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

Section 5 – Previous Transgression

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

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

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

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

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

Section 8 –Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the

Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 – Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal
(Office Seal)

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

Place-----

Date-----

Witness: _____

(Name & Address) _____

Witness: _____

(Name & Address) _____

FOR OFFICIAL USE ONLY
NOT FOR PUBLICATION

TENDERER'S COPY
ORIGINAL COPY

TECHINICAL CONDITIONS OF CONTRACT (TCC)

TENDER NO. BHEL/ NR/ SCT/ LALITPUR- 1, 2&3/TG/899

FOR

ERECTION ,TESTING,COMMISSIONING, TRIAL OPERATION AND HANDING OVER OF STEAM TURBINE, GENERATOR AND ITS AUXILIARIES & PIPING ETC. FOR UNIT NO.1,2&3 AT 3X660 MW LALITPUR TPS OF LPGCL AT LALITPUR ,U.P

PART- I OF TCC



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

PART-I OF TCC

S.No.	DESCRIPTION	Chapter No.	PAGE NO.
	Part-I: Contract specific details		
1.	Project Information	Chapter-I	
2.	Scope of Works	Chapter-II	
3.	Facilities in the scope of Contractor/BHEL (Scope Matrix)	Chapter-III	
4.	T&Ps and MMEs to be deployed by Contractor	Chapter-IV	
5.	T&Ps and MMEs to be deployed by BHEL on Sharing basis	Chapter-V	
6.	Time Schedule	Chapter-VI	
7.	Terms of Payment	Chapter-VII	
8.	Taxes and other Duties	Chapter-VIII	
9.	Others	Chapter-IX	
10.	Annexures	Chapter-X	
11.	Rate Schedule	Chapter-XI	

Chapter - 1: Project Information

FOR PACKAGE A AND B- LALITPUR

Name of the Owner	:	LALITPUR POWER GEN. CO. LTD. OF BAJAJ HINDUSTHAN LTD.
Address	:	3X660MW SUPER CRITICAL TPP at Mirchwara and Buraugaon near Utaririver,Lalitpur,U.P.
New Installation	:	3 x 660 MW
Nearest Railway station	:	Lalitpur railway station (37 kms from site) on Jhansi – Bhopal line
Nearest Road	:	Approach to site from NH which about 23 km from Bansi on NH-26 connects Jhansi and Sagar
Nearest City	:	LALITPUR
Nearest Airport	:	GWALIOR AIRPORT (186 km)
Highest Temperature	:	45.1 C ⁰
Lowest Temperature	:	1.9 C ⁰
Relative Humidity	:	87% maximum 22% minimum
Seismic Zone	:	III

Chapter - 2: SCOPE OF WORKS

2.0 SCOPE OF WORK

- 2.1 BHEL has been awarded the work of Design, Engineering, Supply, Erection, Testing & Commissioning & Handing over BTG package and Mill bay structures & bunker of 3X660 MW Super critical Thermal Power plant at Lalitpur, U.P.by **Lalitpur Power Generation Company Ltd.(LPGCL)** of M/s Bajaj Hindustan Ltd

The equipment consists of Boiler, Electro-static precipitator, Fans, milling systems, steam turbines, generators, boilers feed pumps, condensate extraction pumps and piping along with the associated auxiliary supports and controls.

2.2 The scope of work under this tender consists of following packages:

1. **Package-A -- Erection ,Testing, Commissioning, Trial run & Handing over of Steam Turbine, Turbo-Generators & its Auxiliaries & Piping: Unit No.1 &3 at 3x660 MW Lalitpur STPS**
2. **Package-B --Erection ,Testing, Commissioning, Trial run & Handing over of Steam Turbine, Turbo-Generators & its Auxiliaries & Piping: Unit No.2 at 3x660 MW Lalitpur STPS.**

Each package will be awarded to two different contractors. The scope hereunder is given for per unit for both the packages for **Erection ,Testing, Commissioning, Trial run & Handing over of Steam Turbine, Turbo-Generators & its Auxiliaries & Piping.**

2.3 The scope of work for Package-A&B under this tender for Erection Testing, Commissioning & Handing over of per unit of 660 MW Steam Turbine, Turbo-Generator & its Auxiliaries & Piping broadly consists of:

1. Receipt of Materials from BHEL Store/ yards/ other designated places and transportation to erection site/ TG Floor. Their preservation, safe keeping, watch and ward.
2. Checking, dressing, chipping and leveling of foundations. Pre-assembly, erection, alignment of various equipment, machining and grouting.

NOTE: Cement for grouting will be in the scope of contractor.

3. Welding, heat treatment, radiography (including supply of radioactive sources) and other non-destructive tests wherever required
4. Erection and commissioning of Main Turbine (HP, IP, LP) with all auxiliaries.

5. Erection and Commissioning of Generator and Auxiliaries.
6. Erection and Commissioning of all BFPs (Turbo-driven +Motor Driven) and auxiliaries
7. Erection and commissioning of all CEPs along with suction pipe from hotwell to CEPs suction inlet flanges and other fittings.
8. Erection and commissioning of all MISC pumps including DMCW Pumps, Sump pumps etc.
9. Erection and commissioning of Gland Steam Condenser, Drain Cooler, LP Heaters, HP Heaters
10. Erection and Commissioning of Condenser with extraction steam piping and air extraction piping inside condenser steam space up to condenser walls, including Erection, Commissioning & load testing of Condenser water box handling arrangement.
11. Erection, Commissioning of Condenser on load tube cleaning systems and self cleaning strainers
12. Generator Stator Unloading, lifting & placement to TG floor with the help of Portal crane to be provide by BHEL.
13. Erection and Commissioning of Deaerator and Feed Storage Tank with platform and accessories.
14. Erection and Commissioning of TG integral Piping, TG Cycle piping, ACW & DMCW piping, other interconnecting piping along with valves, fittings, H&S & insulation
15. Grouting, painting, insulation of all equipments as per requirement along with supply of required materials, machineries and other resources as required to carry out the job.
16. Arranging statutory co-ordination for IBR related activities.
17. Erection and Commissioning of Auxiliaries of Turbine, Generator, BFPs and other systems.
18. Erection, Commissioning of Turbine lube oil, governing oil, Generator seal oil system, gas system, Jacking oil system, control fluid system, Primary Water system, dirty/ waste fluid system, Gland steam system - for main turbine (for Hardwar portion of supply) and drive turbines of BFPs (for Hyderabad portion of Supply), Water drainage system, Turbine Governing System with Valves and their servomotors, LP Bypass System with Valves, servomotors and other systems tanks and equipments as per scope.

19. Vacuum pumps with connected piping and other integral piping.
20. Erection and Commissioning of MS, HRH Strainers, Coolers, CRH-NRVs, Extraction NRVs with associated pipelines etc.
21. Preservation of TG & Aux. Components after receipt from BHEL Store.
22. Chemical cleaning (assistance) and associated testing plus related activities of different system and normalization
23. Arrangement of fixing of steam blowing and hydro-test blanks and restoration.
24. Arrangement for hydro-test/ steam blowing in strainers including removal/restoration in MS & HRH lines etc.
25. Flushing, steam blowing, related testing, pre-commissioning, commissioning activities of lub oil system, governing oil, gas systems, water lines and other systems of Turbine, Generator, Condenser, BFP and other auxiliaries. This includes preparation for flushing, hydro-test, chemical cleaning, steam blowing, other cleaning activities, actual execution of the activities, normalization etc.
26. Setting and commissioning of governing system.
27. Preparation of MIRs, following of safety and quality norms and documentation, preparation of material status and up-gradation of activities, networks at regular intervals.
28. Trial run of equipments related to TG systems, of 660 MW Unit (s) as a whole.
29. Assistance during PG Testing of main equipment along with all auxiliaries. Completion of punch points and assistance for handing over of unit (s) to customer.
30. Erection and commission of plate type heat exchanger of BCW system.

2.4 SITE VISIT

Contractor should visit site and acquire full knowledge & information about site conditions. The bidder must visit site, to acquaint themselves with the conditions prevailing at site and in & around the plant premises, together with all statutory, obligatory, mandatory requirements of various authorities before submission of bid.

2.5 SITE ORGANISATION

- 2.5.1 The contractor shall provide adequate staffing in the following areas in addition to the staffing requirements of execution as instructed/informed by BHEL:
1. Overall planning, monitoring & control.
 2. Quality control and quality assurance.
 3. Materials management.
 4. Safety, fire & security.
 5. Industrial relations and fulfillment of labour laws and other statutory obligations.
- 2.5.2 The contractor shall maintain a site organization of adequate strength in respect of manpower, construction machinery and other implements at all times for smooth execution of the contract. This organization shall be reinforced from time to time, as required to make up for slippage from the schedule without any commercial implication to BHEL. The site organization shall be headed by a competent construction manager having sufficient authority to take decisions at site.
- 2.5.3 On award of contract, the contractor shall submit to BHEL site organization chart indicating the various levels of experts to be deployed on the job. BHEL reserves the right to reject or approve the list of personnel proposed by the Contractor. The persons, whose bio-data have been approved by BHEL, will have to be posted at site and deviations in this regard will not generally be permitted.
- 2.5.4 The contractor should also submit to BHEL for approval a list of construction equipment, erection tools, tackle etc prior to commencement of site activities. These tools & tackles shall not be removed from site without written permission of BHEL.
- 2.5.5 The organization chart for site should indicate the various levels of experts to be posted for supervision in the various fields in erection, commissioning etc as applicable. For proper supervision of the work, the contractor shall ensure providing one qualified supervisor against deployment of 15 workmen.

2.6 ERECTION SCHEDULE

- 2.6.1 Contractor shall submit within 30 days of LOI date, detailed program (L2 schedule) of construction / erection / commissioning, for approval to Site In-Charge/Project Manager-Noida. L2 schedule shall be the working level document demonstrating contractor's ability and methods of completing the work within the key milestones identified in the tender specification. These program would be amplified showing start of erection and subsequent activities and shall form the basis for site execution and

detailed monitoring, The three monthly rolling program with the first month's program being tentative based on the site conditions would be prepared based on these program. The Contractor shall also be involved along with the Customer/BHEL to tie up detailed resource mobilisation plan over the period of time of the contract matching with the performance targets.

2.6.2 The program would be jointly finalised by the site in-charge of the contractor with BHEL/Customer's project coordinator as well as the site planning representative. The erection program will also identify the sequential erectable tonnages

2.7 The scope of work will also include providing free of cost services of experienced and qualified Supervisors by contractor for direct supervision of various works of power plant preferably works other than the scope covered under this tender. The qualification and experience of the supervisors shall be acceptable to the Construction Manager BHEL LALITPUR site.

These qualified supervisors quantity indicated below shall be provided for as per site conditions:

For package A

Fifty Eight(58) man-months

For package B

Twenty two (22) man-months

The supervisors shall possess a minimum qualification of a mechanical engineering diploma and working experience in power plants. They shall be deployed in all areas covered under various specifications as well as other related areas as may be deemed essential based upon work requirements, though not specified. They shall be guided by BHEL Engineers to ensure smooth work progress as and when /where required /deployed.

2.8 Contractor shall ensure following:

2.8.1 Contractor has to maintain contact with local hospital having ambulance facility , scanning & other ultra modern medical facilities required during emergency.

2.8.2 Contractor has to ensure pre employment medical check for all staff & workers.

2.8.3 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

Male nurse (in shifts)
Oxygen set up
Breathing apparatus
Eye wash facility
Stretcher
Trauma blanket
Medicines.

In addition to above, BHEL (through its other contractor) has arranged ambulance at work site for emergency purpose, which can be utilized by the contractor in case of emergency. The charges for the same will be decided mutually at site. In case, under unavoidable circumstances, if the ambulance is not available / being used elsewhere, the contractor will have to arrange for the same as under clause 2.8.1.

2.9 The contractor shall comply with following towards Social Accountability;

- a) The contractor shall not employ any employee less than 15 years of age in pursuant to ILO convention. If any child labour were found to have been engaged, the Contractor shall be levied with expenses of bearing his education expenditure which will include stipend to substantiate appropriate education or employ any other member of family enabling to bear the child education expenditure.
- b) The contractor shall not engage Forced/ Bonded Labour and shall abide by abolition of Bonded Labour System (Abolition) Act, 1976.
- c) The contractor shall maintain Health & safety requirement as stipulated in the Contract and Contract Labour (Regulation & Abolition) Act, 1970.
- d) The Contractor shall abide by UN convention w.r.t. Human Rights and shall be liable for Discrimination/ Corporal punishment for failure in meeting with relevant requirements.
- e) The Contractor shall abide the requirement of Contract Labour (Regulation & Abolition) Act, 1970 for working hours.
- f) The Contractor shall abide by the Statutory requirement of Minimum Wages Act 1948, payment of Wages Act 1936.
- g) The Contractor shall arrange potable drinking water to its employees & workers.

2.10 In order to meet the environmental concerns it is expected that the contractor shall plant, protect and maintain at least 500 trees or equivalent in the vicinity of the project as per the available space and as per the advice of Engineers. Contractor shall ensure daily housekeeping and keep proper cleanliness of work place and do the disposal of wastes to certified area.

2.11 Brief description of major equipment(per unit) to be Installed, Tested and Commissioned under this specification is given below

(For package A & B):

However, changes in design may occur as is usual in any such large scale work for which no compensation will be payable and contractor shall complete the entire work as detailed in tender specifications within finally accepted rates / prices.

(A) STEAM TURBINE

- High Pressure(HP), intermediate pressure(IP) and low pressure(LP) steam turbines complete with sole plates, foundation holding down bolts, bearing, bearing pedestals, rotors, couplings, steam gland seals, electric/hydraulic turning gear and hand barring gear.
- Emergency stop(ESV) and control valves(CV), reheat stop, interceptor and control valves with their servomotors, steam strainers (including its housing & blanking arrangement) for main and reheat steam lines etc., LP bypass stop and control valves along with their servomotors.
- Cold reheat and extraction NRVs along with their servomotors, necessary supports and secondary structure if required.
- Complete Installation of necessary blanking to protect the valves and turbine internals during hydraulic testing and steam blowing. If required CRH NRV may have to be dismantled and replace with a spool during steam blowing. It will be re-installed after completion of steam blowing.
- **Electro –hydraulic governing system** for the turbine including governing control rack, LP bypass control, rack, valve test devices and racks, turbine gland sealing system complete with converters, associated piping, valves and fittings, specialties, fire protection valves and devices, hangers and supports to make the system complete in all respects.
- Complete cross around piping along with their supports from IP turbine to LP turbine.
- Complete extraction piping along with their supports and protective covers from LP turbine to condenser dome walls.
- Lube Oil System consists of main oil tank, oil coolers, centrifuge, 2x100 %MOP, 2x100% AOP, 02 nos. JOP, 01 no. DC driven EOP, Leak & Dirty oil tank with pumps, Duplex Filter, vapour fans and auxiliaries, clean oil tank, oil, connected oil piping, valves, H&S etc.,
- Control oil system: 2x100% Control oil pumps, control oil tank, filters, control oil purification system etc.

(B) GENERATOR

Hydrogen Cooled Main Generator Consisting of the following

- Stator
- Rotor
- End Shields & Bearing
- Exciter
- Seal Oil System
- Primary Water System
- H₂ Cooling System
- CO₂ System
- Seal Oil Tank
- PW Tank & Alkaliser Unit
- Generator package piping
- Other Accessories

BHEL will provide stator to nearest location of designed foundation. All other works of shifting the stator to foundation, leveling, centering and alignment etc. will be carried out by contractor as scope of work.

FOR LIFTING OF GENERATOR STATOR, EOT (CAPACITY 180/20 TONES) AVAILABLE IN TG HALL, NOT SUITABLE & SAME SHALL BE LIFTED BY PORTAL CRANE AS BELOW.

(Handling of Stator)- THE CONTRACTOR HAS TO PLACE & INSTALL THE STATOR ON GENERATOR FOUNDATION WITH THE HELP OF PORTAL CRANE. SCOPE UNDER THIS TENDER INCLUDES ASSEMBLY & INSTALLATION OF PORTAL CRANE AT SITE AND MAKING SUITABLE RESTING FOUNDATIONS / FOOTINGS TO SUIT THE INSTALLATION OF PORTAL CRANE ARRANGEMENT (AS REQUIRED) WITH EXPERT SUPERVISION AND OTHER MANPOWERS AS PER BHEL'S ENGINEER REQUIREMENT TILL LIFTING & PLACEMENT OF STATOR PACKAGE TO REQUIRED FOUNDATION / ELEVATION.

The Stator weighing about 324 MT (Approx.) will be transported by road and received at site in a special type of low bed high payload hydraulic carrier from BHEL Hardwar. The stator will be duly supported and lashed to ensure safe and secured transportation. Contractor for subject work is to unload Stator from the carrier at a predetermined location near 'A' row.

BHEL will provide Stator to nearest location along the side of 'A' row and parallel to the foundation axis across the column of 'A' row corresponding to the TG Deck location subsequent of Both the Units for onward handling. The Stator is to be rested on Temporary stools placed over foundation using appropriate means and trailer is to be released. The Stator is to be rested on Temporary stools with adequate ground clearance (Minimum 500 MM) so that blue matching of mating surfaces can be carried out before shifting to its foundation on TG Floor at the indicated elevation.

NOTE:

ALL CIVIL WORKS RCC/ PCC/ BRICK WORKS ETC. ALONG WITH MATERIALS AS MAY BE REQUIRED FOR INSTALLATION OF THE LIFTING EQUIPMENT/ MODULAR STRUCTURAL TOWERS/ SUPPORTING OF TEMPORARY STRUCTURES ETC. INCLUDING EXCAVATION OF FOUNDATION PITS, CASTING OF FOUNDATION SHALL BE CARRIED OUT BY CUSTOMER.

HOWEVER SUPPLY OF ANCHOR BOLTS & PLATES ETC, ALIGNMENT, LEVELING AND GROUTING BY ANY GROUTING MATERIALS SPECIFIED/ AGREED BY CUSTOMER / BHEL DURING EXECUTION SHALL BE CARRIED OUT BY THE CONTRACTOR. DETAILED DRAWINGS INDICATING SPECIFICATION, FOUNDATION DETAIL, LOCATION, SIZES OF ANCHOR/ QP FOR THIS SHALL BE PROVIDED BY THE CONTRACTOR, ALONG WITH TECHNICAL BID.

Following soft copies PEM Layout Drawings ARE ENCLOSED for the bidders to supplement the information given in this tender document. The Bidder is required to study the drawings and propose a complete scheme/ location of anchor bolts for Lifting & Placement of the Generator Stator with the Technical Bid for evaluation/ acceptance of BHEL. These drawings are for the reference purpose only. These drawings or any part thereof are not to be used in any way or referred for any other purpose than the work of this tender.

FOR LALITPUR TG:

- DRG. NO 375-100-M003
- DRG. NO 375-100-M004
- DRG. NO 375-100-M005
- DRG. NO 375-100-M007

For Heavy Duty Slings including that of for handling of Stator, appropriate Test Certificate from Statutory Agencies declaring the sling to be fit for handling the desired load is to be produced by the Bidder prior to use of the same at Site.

The Lifting/ Shifting System to be installed is required to be Load tested at 25% overload than the Load it is intended to carry at Site (i.e. 1.25 Times of 324 MT), added with the load of slings and other lifting tackles used by Contractor and a certificate to this effect has to be submitted by vendor to BHEL engineer before commencement of work.

(C) CONDENSER

Condenser mainly comprising of the following parts:

- Bottom Plate
- Hot Well
- Turbine & generator End side plate
- Dome Walls

- Front & Rear Water Boxes with Tube Plates
- Tube Support Plates
- Springs
- Steam Throw -off device
- Air Extraction Pipe & Baffle
- Stiffening/Support Pipes/Rods, Bars etc.,
- Misc Fittings & Loose items
- Instruments
- Condenser Tubes- (**SS- 304, Approx. 27410Nos**)

D) AUXILIARIES

- Flash tanks and all other misc. tanks with drains & vents.
- Deaerator& feed storage tank (in sections), complete with ladders platform and other accessories.
- Drain coolers along with fittings, piping, steam traps and gland steam condensers and air exhausters with motor and fittings, associated piping, hangers and supports etc. to make the system complete in all respects.
- LP and HP heaters, fittings, group protection device, stand pipes along with fittings including gauge glasses for level indication, safety valves etc. to make the equipment complete in all respects.
- RE Joints along with in built CW pipes, flanges and tie rods and spool pieces, H&S etc. to make system complete in all respect.
- Suction strainers for boiler feed and condensate extraction pumps along with supports and other fixtures.
- Turbine oil coolers, gland steam condenser, drain coolers, seal oil coolers, steam jet main ejectors, along with stand pipes and fittings including gauge glasses for level indication, safety valves etc. to make the equipment complete in all respects.
- Oil strippers, strainers, oil injectors and duplex oil filters.
- Main oil, drain oil and dirty oil tanks along with fittings including gauge glasses for level indication, to make the equipment complete in all respects.
- Coolers , Tank , Filters etc of Control Fluid System
- Hydraulic coupling, working oil and lubricating oil coolers of Boiler feed pumps.
- Seal oil storage tank, seal oil unit, pre-chambers, gauge glasses along with stand pipes, gauge glasses for level indication etc. etc. to make the system complete in all respects.
- Hydrogen cooling system, nitrogen and carbon dioxide systems including H₂ dryers, gas control units and gas stands, racks and distributors to make the system complete in all respects.
- Exciter air cooler.
- Turbine oil purification system consisting of clean oil storage tank, dirty oil storage tank, central oil purifier, dirty & clean oil transfer pumps, drain oil return pumps,

oil unloading vessel & interconnecting piping.

(E) PUMPS & MOTORS:

- Boiler Feed Pumps (1 Motor Driven & 2 Turbo Driven)
- 2 Drive Turbine for TD BFP Consists of
 - Turbine Assembly
 - Governing Valve Assembly
 - Oil Pumps
 - Lube Oil Console
 - Gear Box
 - Connecting Couplings
 - Oil Coolers etc.,
 - Motor for MD BFP
 - Booster Pumps for BFP
- Lube Oil Piping, Cooling Systems & other Accessories for
- BFP, Drive Turbine & Motor-2nos
- Condensate Extraction Pump-3no
- Motors for CEP-3nos

- Air evacuation pumps, including priming pumps for maintaining condenser vacuum, along with motors and its accessories, to make the equipments complete in all respects.
- A.C. and DC motor driven lubricating oil pumps including DC motors starters along with resistance box.
Seal oil pumps with drives and fittings to make the system complete in all respects
- Pumps of Control Fluid System

(F) BOUGHT OUT ITEMS:

Turbine Integral Piping Consists of

- Lube Oil Piping
- Control Oil Piping
- Seal Oil Piping
- Gland Seal Piping
- Equipment Drains & Vents
- Cross Around Piping
- Air & Gas System Piping
- ACW piping for H₂ Coolers
- Other Misc System Piping Etc.,
 - Vacuum Pumps & Air evacuation System
 - Oil Centrifuge & Associated System
 - CF Purification Unit with pumps, Vapour exhauster etc.,
 - 3 Way Control Valves
 - Drain Valves
 - Hangers & Supports
 - Pumps with Accessories (JOP, AOP, EOP)
 - Springs & Hanger supports

- Dampers(Vacuum Breaking Device)
- H2 & CO2 Cylinders, N2 Cylinders
- Fixing of Pick-Ups, Probes & Accessories for Vibration Monitoring System
- Bearing Vapour Exhauster
- Coupling Covers
- RE Joints & Stretching Bolt Assembly
- Flash Tanks
- Butterfly Valves
- ME Bellows
- LP dosing sys for ECW
- Portable Lube Oil Purification Unit
- Misc pumps
- Control valves
- Rota meter

(G) PEM supplied Packages to erected & commissioned under this scope of work.

- Plate heat Exchangers (PHEs)
- Condenser on load tube cleaning system
- Aux. PRDS
- Simplex strainers
- Misc. Pumps
- Sump pumps
- Miscellaneous electric hoists/Cranes and Chain Pulley Blocks(Mech. &Electrical)
- Lube Oil Pumps.
- LP valves, air traps, B. F. valves, etc.
- LP Chemical Dosing & oxygen dosing system

(H) COMMON SYSTEM

- **Central lube oil storage & purifying system** consisting of clean oil storage tank, dirty oil storage tank, central oil purifier, dirty & clean oil transfer pumps, drain oil return pumps, oil unloading vessel & interconnecting piping.

The tentative weight schedule of Steam Turbine, Generator and auxiliaries to be erected under this specifications are as per Annexure-I

2.12 PIPING SYSTEM

Major PIPING SYSTEMS to be erected, tested and commissioned under this specification are briefly described below. Indicative weights of major items of

piping systems are **as per Annexure-II**.

Bidders are required to quote rate in per metric tonne for entire work as per tender specification for **piping systems as per ITEM NO. 2 OF RATE SCHEDULE For respective packages.**

2.12.1 TG- CYCLE PIPING

1. Main condensate suction.
2. Main condensate discharge including excess return and minimum re-circulation.
3. Condensate supply for CEP sealing, L.P. dosing dilution, spray to LP BP valve / exhaust hood / turbine etc., spray to HP flash box, valve gland sealing.
4. Condensate supply from condensate surge tank to CEP sealing and makeup to condenser and valve gland sealing.
5. Steam extraction to HPH 5,6&7.
6. Steam extraction to deaerator from turbine & CRH line.
7. Steam extraction to LPH – 2, 3&4.
8. Cascading piping between heaters to condenser and to deaerator.
9. Boiler feed discharge between heaters.
10. Drains from GSC, LPH through drain cooler.
11. Deaerator overflow and drain
12. HP & LP flash box vent and drain.
13. Steam from aux. Steam header turbine sealing system and its drain to flash box.
14. Condenser air piping to vacuum pumps.
15. Aux. Steam for initial heating of FST and deaerator pegging.
16. Vent pipes from HPH – 5,6& 7 to flash box and start up vents.
17. Vent pipes from LPH – 2, 3&4 to condenser.
18. Vent pipe from CEP to condenser.
19. Vent pipe from GSC to atmosphere.
20. Drain & vents from above piping.
21. Condenser hot well drain.
22. Turbine wet steam-washing system.

2.12.2 CW Piping

CW piping between approx. 2.0 M from 'A' row col. outside and condenser including RE joints, butterfly valves and associated equipments

2.12.3 MISCELLANEOUS drain & vent line according to layout

The tentative weight schedule of Piping system to be erected under this specifications are as per Annexure-II

NOTES:-

1. All the above systems of piping include the erection of pipes, bends, elbows, valves, fittings, impulse piping up to and including first root valve(s), sampling lines, drains, hangers and supports and other

accessories so as to make the system complete in all respects.

2. Above systems of piping can be regrouped / renamed or any addition or deletion in the system can be made in order to make system complete as per requirement. No extra claim shall be entertained on this account.
3. The equipment and piping systems indicated above are only major items and does not cover all the equipment / piping system to be erected / commissioned. Contractors are however, required to erect / commission within the price quoted by them, all connected equipment / system shown in manufacturer's drawings / other documents which may be necessary for erection completion and overall commissioning of TG set.

2.13 **ADDITIONAL PLATFORM / STRUCTURES**

Additional platforms and approaches wherever required by the engineer to facilitate operation are to be fabricated and installed Bidders are required to quote rate in Rs per MT against **ITEM NO.-3 of RATE SCHEDULE** for fabrication & erection of such platforms & approaches. This does not include those of de-aerator and FST. These are covered under the erection of static auxiliaries.

2.14 **INSULATION**

All piping and equipment, as per requirement / drawings are to be thermally insulated with bonded / unbounded mineral wool /LRB mineral wool and to be covered with aluminum cladding..Only spray insulation wherever applicable is not covered in this scope of work.

- 2.15 The Information furnished in **the Annexure-I & II** is only a description regarding the item to be erected by the contractor. BHEL reserves the right of adding or excluding any components/ items / systems according to the site requirements/ customer requirements to complete various systems in all respects. Any other systems / components which are the integral to equipment supplied by the manufacturing units shall also be erected and commissioned by the contractor within the quoted/accepted Lump sum rate.No additional payment shall be made towards any variation in weights and quantities

- 2.16 **The weight/quantities indicated under Annexures –II 'A' for Piping system (For item no. 2 of rate schedule of Package A & B are tentative and may vary. The contractor is required to erect actual tonnage (irrespective of any variation plus or minus) which may be necessary to complete their work and commission above system and complete the work in all respects as detailed in tender specifications, for which payments shall be released as per actual executed quantities.**

- 2.17 The customer / or their Consultant may depute their representative or checking and supervision of important stages of work. The contractor shall be required to provide all facilities for inspection of works, without any cost implications to the BHEL. Any defect in quality of work or deviations from drawings / specifications pointed out during such inspection shall be made good by the contractor in the same way as if pointed out by the BHEL Engineer, without any cost implication to BHEL.

Chapter - III: Facilities in the scope of Contractor/BHEL

3.0 FACILITIES IN THE SCOPE OF CONTRACTOR/BHEL

S.No.	Description	Scope /to be taken care by		
		BHEL	CONT.	
				LALITPUR
1.1.0	ESTABLISHMENT			
1.1.1	FOR CONSTRUCTION PURPOSE			
A.	Open space for office	YES		Limited space (free of charge) As and where made available by customer M/s LPGCL
B.	Open space for storage	YES		Limited space(free of charge) As and where made available by customer M/s LPGCL
1.1.2	FOR LABOUR COLONY			
A	Open space		YES	Contractor have to make their own arrangement
1.2.0	ELECTRICITY			
1.2.1.	Electricity for construction purposes (chargeable/free)			CHARGEABLE BASIS
1.2.1.1	Single point source	YES		
1.2.1.2	Further distribution for the work to be done which include supply of materials & execution		YES	As per LPGCL/UPPCL standard rates Contractor shall install calibrated energy meter for metering electricity consumption
1.2.2	Electricity for the office, stores, canteen etc of the bidder which include:			CHARGEABLE BASIS
1.2.2.1	Distribution from single point including supply of materials & service		YES	As per LPGCL/UPPCL standard rates Contractor shall install calibrated energy meter

				for metering electricity consumption
1.2.2.2	Supply, Installation & connection of material of energy meter including operation & maintenance		YES	
1.2.2.3	Duties & deposits including statutory clearances for above		YES	
1.2.2.4	Demobilization of the facilities after completion of works		YES	
1.2.2.5	Electricity for living accommodation of the bidder's Staff, engineers, supervisors etc. on the above lines		YES	Chargeable As per prevailing rates Contractor shall install calibrated energy meter for metering electricity consumption.
1.3.0	WATER SUPPLY			
1.3.1	FOR CONSTRUCTION :			
1.3.1.1	Making the water available at single point		YES	Contractor have to make bore wells it self. wherever approved by M/s LPGCL
1.3.1.2	Further distribution as per the requirement of work including supply of materials & execution		YES	
1.3.2	LABOUR COLONY:			
1.3.2.1	Making the water available at single point		YES	Contractor have to arrange on his own.
1.3.2.2	Further distribution as per the requirement of work including supply of materials & execution		YES	

1.4.0	LIGHTING			
1.4.1	For construction work (supply of all materials) 1. At office storage area 2. At preassembly area 3. At construction site/area		YES	
1.4.2	For construction work (execution of lighting work/arrangements) 1. At office storage area 2. At preassembly area 3. At construction site/area		YES	
	Providing the necessary consumables like bulbs, Switches, etc during the course of construction		YES	
1.5.0	Communications facilities for site operations of the bidder			
	Telephone, fax , internet ,intranet, email etc.		YES	
1.6.0	COMPRESSED AIR SUPPLY			
1.6.1	Supply of compressor and all other equipments required for compressor & compressed air system including pipes, valves, storage system etc.		YES	
1.6.2	Installation of the above system and operation & maintenance of the same		YES	
1.6.3	Supply of all the consumables for the		YES	

	above system during the contract period.			
	ERECTION FACILITIES			
2.1.1	Providing erection drawings for all the Equipments covered under this scope	YES		
2.1.2	Drawings for construction method	YES	YES	In consultation with <u>BHEL</u>
2.1.3	As-built-drawings-where ever deviations Observed & executed and also based on Decisions taken at site		YES	do
2.1.4	Shipping lists etc for reference &planning the activities	YES	YES	do
2.1.5	Preparation of site erection schedules and other input requirements		YES	do
2.1.6	Review of performance & revision of site erection schedules in order to achieve the end dates & commitments	YES	YES	do
2.1.7	Weekly erection schedule based on Sl. No.2.1.5		YES	do
2.1.8	Daily erection/work plan based on Sl. No.2.1.7		YES	do
2.1.9	Periodic visit of senior official of bidder to site to review the progress so that works are completed as per schedule. It is suggested this review by the senior official of the bidder should be done once in every two month		YES	do
2.1.10	Preparation of preassembly bay		YES	do

- 3.1 BHEL will not be responsible for any loss or damage to the contractor's equipment as a result of variation in voltage or frequency or interruptions in power supply.
- 3.2 The Contractor shall be responsible for providing all necessary facilities like residential accommodation, transport, electricity, water, medical facilities etc. at his own cost as required under various labour laws and statutory rules and regulations framed there under to the personnel employed by him.
- 3.3 Provision of distribution lines of both electrical power and water from the central points to the required place with proper distribution boards observing the safety rules laid down by the electrical authorities of the state shall be done by the contractor, supplying all the materials like cables, distribution board, switch boards, TPN, CBS, ELCBS/ MCCBS/ Copper / Brass clamps, copper conductor, change over switches pipes etc. at his own cost. If any failure is caused in supply of the power and water, it is the responsibility of the contractor to make alternate arrangements at his cost. The contractor shall adjust his working shifts / hours accordingly and deploy additional manpower if necessary so as to achieve the targets. **The energy meter to be installed by the contractor & shall be tested and certified by State Electricity Board or any other agency approved by the Customer at their own cost.**
- 3.4 The contractor while drawing construction power supply from Distribution Board should strictly adhere to following points.
- a) All electrical installations should be as per Indian Electricity rules.
 - b) All distribution Boards installed by the contractor should be constructed with fireproof materials viz. Steel frames, Bakelite sheets etc.
 - c) Connection for single phase should be taken from phase and neutral. Nowhere the connection should be taken with earth as neutral.
 - d) All electrical connections should be made through connectors, nuts and bolts, switches, plug and sockets. Loose connections or hooking up of wires shall not be permitted.
 - e) Contractor has to make their own earthing arrangement for their equipment / DB earthing.
 - f) All electrical equipment / tools and plants should be properly earthed. DBs to be earthed diagonally opposite at two points.
 - g) Contractor should use "MCCB" and "ELCB" either on incoming or outgoing connections to the DBs.
 - h) Contractor should ensure that all the CBs / TPNs/ Fuses/ MCCB / ELCB cables etc. should be of adequate rating/ capacity.
 - i) For permission of supply connections contractor has to submit a test report of their installations with a single line diagram of connected/ proposed loads.
- 3.5 ELCB will be tested once in a week or as directed by BHEL by actually simulating the earth leakage for all installations and the same shall be recorded in the logbook to be maintained by the contractor.

- 3.6** In case of power cuts / load shedding no compensation for idle labour or extension of time for completion of work will be given to contractor.
- 3.7** 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 instructions of BHEL, by the contractor at his cost. In the event of his failure to do so, the Engineer will get it done and expenses incurred shall be recovered from the contractor along with prevailing overheads. The decision of BHEL Engineer in this regard shall be final.
- 3.8** Compressor required capacity for construction purposes shall be arranged by Contractor .
- 3.9** **Contractor should install a PC ALONG WITH MODEM to connect with our server (LAN) AT SITE.**

Chapter - IV: T&Ps and MMEs to be deployed by Contractor

4.1 LIST OF T&P TO BE DEPLOYED BY CONTRACTOR

INDICATIVE LIST OF T&P/MMD TO BE DEPLOYED BY CONTRACTOR					
				For Pkg A (For two unit)	For B (For one unit)
S.NO	EQUIPMENT		CAPACITY	QTY	QTY
1.	Welding Generators, Transformers, Rectifiers & TIG Welding Machine and ovens for welding electrodes backing and holding			APR*	APR*
2.	Mobile crane		40 T	1 no.	1 no.
3.	Low Bed Trailer		60 MT	APR	APR
4.	Trailer with Pulling Unit		10 / 20 MT	3 No.	2 No.
5.	Hydra		14/18 MT	3 No.	2 No.
6.	Hydraulic Jack (Low Height)		25/50/100T	APR	APR
7.	Screw Jacks		5/10/25/50T	APR	APR
8.	Hydraulic Pipe Bending Machine (Manual and Motorised)			1 no. each.	1 no. each.
9.	Bolt stretching device			*APR	*APR
10.	Stress Relieving Sets, including oil cooled transformers, heating coils, panels Recorders Etc.			APR	APR
11.	Radiography arrangement including source			2 set	1 set
12.	Vacuum Cleaner (Industrial)			2 No.	1 No.
13.	Surface Grinder and other Workshop Equipment s			1 set.	1 set.
14.	Electric Winches			APR	APR
15.	Torque Tension Meter/ Wrench Up to 1000ft Lbs Range			1 number.	1 number.
16.	Electronic / Electrical Tube Expander (With Tools)			6 number.	4 number.
17.	Air Compressor		140/210 CFM	1 number.	1 number.

18.	Tube/ pipe chamfering machine			1 number	1 number
19.	Profile making M/C			APR	APR
20.	Nibbling M/C			APR	APR
21.	Shearing M/C			APR	APR
22.	Portable grinding M/C			APR	APR
23.	Portable drilling M/C			APR	APR
24.	Chain Pulley blocks	Up to 15 MT		APR	APR
25.	Fire retardant Tarpaulins			APR	APR
26.	Fire Extinguisher			APR	APR
27.	Three phase distribution board with complete setup for drawl & distribution of construction power			APR	APR
28.	Power cables for drawl & distribution of construction power, heating machines			APR	APR
29.	Recordable UT test Equipment			APR	APR
30.	Long feeler Gauge set			APR	APR
31.	Scaffolding pipes			Minimum 1000 nos. per unit (2000 nos.)	Minimum 1000 nos.
32.	Hand operated Megger	Up to 200 M ohms 500 V/ 100 0V	$\pm 5\%$ at center scale $\pm 10\%$ at end of scale	2 Nos.	2 Nos.
33.	Digital Multimeter 3½ digit			2 Nos.	2 Nos.
34.	Digital Multimeter			2 Nos.	2 Nos.

	4½ digit				
35.	Dial Gauges of different sizes and types			APR	APR
36.	Micro-Meter (both inside and outside)			APR	APR
37.	NDT test kits			APR	APR
38.	Taps and die sets			APR	APR
39.	Dumpy level	0 to 350 mm	LC-0.01	1 No.	1 No.
40.	Surface plate	Up to 1.0 Sq. Mtr	Grade 1,2,3	1 No	1 No
41.	Straight Edge	Up to 2 Mtr long	Grade 1,2,3	1 No.	1 No.
42.	Temperature recorder for 0-1000C 6/12 points with thermo couples / rods and compensating cable			2 Sets	2 Sets
43.	Master pressure gauge	0 – 4 Kg/c m ²	0.02	1 No.	1 No.

***APR- Contractor has to deploy T&P as per the requirement of BHEL site as decided by BHEL Engineer In-charge.**

NOTES:

1. The above list specifies only major T&P/MMD (may not be complete to be deployed by the contractor for the respective packages. All additional/ other tools and plants which are required for satisfactory & timely completion of work of the respective packages shall also be deployed by the contractor within finally accepted rate/ price.
2. If works gets delayed due to non-availability of T&P and MMD, BHEL reserves the right to get work done at the risk & cost of contractor without prejudice to right of BHEL as in GCC.
3. Contractor must re-ascertain/ recheck range and accuracy of each IMTE from BHEL Engineer well in advance before arranging calibration/ deployment.
4. Other terms and conditions regarding above items shall be as per T&P clause in SCC.

Chapter - V: T&P AND MMD DEPLOYED BY BHEL ON SHARING BASIS

5.0 T&P AND MMD DEPLOYED BY BHEL ON SHARING BASIS PER PACKAGE

LIST OF T&P and MMD being provided by BHEL for use of contractor /For stator lifting free of hire charges on sharing basis.				
S.NO.	EQUIPMENT	CAPACITY	QTY	REMARKS
T&Ps				
1	Crawler crane	100/200 / 250 MT	01 No	Refer Note no. 3
2	EOT Crane (in T.G. hall)	180T / 20T	02 Nos.	Based on availability FOR HANDLING AND ERECTION WITHIN TG HALL
3	Motorized hydraulic test pump		One No.	
4	Chemical Cleaning Arrangement	By BHEL agency		
5	Portal Crane	360 MT	1 set	FOR STATOR LIFTING
SPECIAL T&Ps				
6	Slings for lifting turbine rotors with lifting beam		One Set	
7	Slings for lifting generator stator with lifting beam		One Set	

NOTES:

1. **Cl.4.2.2.16 c. of SCC shall be read as** day-to-day upkeep and running maintenance like filling topping up of lubricants, changing filters, etc including repair of self starter, batteries and dynamo of these cranes shall be the responsibility of the contractor. If on checking it is found that the same is not followed, BHEL will exercise its right to get the job/works done at the risk and cost of contractor. BHEL may also provided cranes through crane hiring agencies in which case the day-to-day upkeep and running maintenance shall be excluded from scope of contractor.

2. **Cl.4.2.2.16 e. of SCC shall be read as-**The operator for BHEL's cranes **100 MT & above capacity** being provided by BHEL free of cost. **Further, Helpers and fuel for operation of all BHEL cranes, shall be provided by contractor within the final accepted rates.**
3. **The Cranes at SI No.1 will be provided as per requirement on sharing basis** FOR LIFTING OF DEAERATOR SHELL AND FEED STORAGE TANK SHELL SEGMENTS AND FOR SHIFTING OF HP TURBINE & LP TURBINE ROTOR AND OTHER HEAVY COMPONENTS THE TYPES OF CRANES SHALL BE ALOTTED AFTER SEEING THE ACTUAL LOAD REQUIREMENT. The cranes shall be issued for the purpose of loading/unloading and lifting to locations as stated above at erection site **at the discretion of the BHEL Engineer.**
4. **The contractor shall make necessary arrangement like lying of steel plates, assembly & dismantling of heavy lift attachment, boom, jib etc. for movement and operation of crane.**
5. Any other special T&P if supplied by the manufacturer and available with the customer will also be provided to the contractor free of hire charges as and when made available. Special tools and tackles are to be used only for the purpose for which these are meant and to be returned in good condition. However low height jack may not be made available and will have to be arranged for by the contractor
6. **Other T&P mention above contractor shall transport from BHEL stores, install, operate, carry out maintenance, dismantle after use and return to BHEL stores.**
7. Other terms and conditions regarding above items shall be as per T&P clause in SCC.

Chapter - VI: TIME SCHEDULE

6. TIME SCHEDULE

6.1 TIME SCHEDULE FOR PACKAGE A: LALITPUR: UNIT 1&3

- 6.1.1 The contractor is required to commence the work within 15 days from the date of issue of LOI unless BHEL decides to fix any other later date. However, the actual date of start of work, to fix up the zero date of the contract, will be certified by BHEL Engineer after adequate mobilisation of manpower and T&Ps by the contractor.
- 6.1.2 Entire work as detailed in the tender specifications for package A: Unit1 &3 shall be completed **within 30 months** from the Zero date as per programme/ milestones indicated by BHEL Engineer. Contractor has to mobilize adequate resources to meet BHEL's commitments to their customer as indicated from time to time.
- 6.1.3 The various milestones dates to be achieved for Package A: Unit 1, under this tender is as:

MILE STONES	MONTHS
Condenser Erection Start	ZERO (Tentatively start in JAN'13)
TG Erection Start	TWO
MDBFP Commissioning	FOURTEEN
Box – up for oil flushing	SIXTEEN
Oil Flushing Completion.	EIGHTEEN
Barring Gear	NINETEEN
Synchronisation (Coal firing)	TWENTY
FULL LOAD	TWENTY ONE
Trial operation & Handing over	TWENTY TWO

The above schedule is only for Unit No. 1 .For Unit No. 3 the phase gap shall tentatively be 8 months respectively w.r.t all activities of unit no. 1.

6.2 TIME SCHEDULE FOR PACKAGE B: LALITPUR: UNIT 2

6.2.1 The contractor is required to commence the work within 15 days from the date of issue of LOI unless BHEL decides to fix any other later date. However, the actual date of start of work, to fix up the zero date of the contract, will be certified by BHEL Engineer after adequate mobilisation of manpower and T&Ps by the contractor.

6.2.2 Entire work as detailed in the tender specifications for package B shall be completed **within 22 months** from the Zero date as per programme/ milestones indicated by BHEL Engineer. Contractor has to mobilise adequate resources to meet BHEL's commitments to their customer as indicated from time to time.

6.2.3 The various milestones dates to be achieved for Package B: Unit 2, Lalitpur under this tender is as:

MILE STONES	MONTHS
Condenser Erection Start	ZERO (Tentatively start in MAY'13)
TG Erection Start	TWO
MDBFP Commissioning	FOURTEEN
Box – up for oil flushing	SIXTEEN
Oil Flushing Completion.	EIGHTEEN
Barring Gear	NINETEEN
Synchronisation (Coal firing)	TWENTY
FULL LOAD	TWENTY ONE
Trial operation & Handing over	TWENTY TWO

Note:

In order to meet above schedule in general, and any other intermediate targets set, to meet customer/ project schedule requirements, contractor shall arrange & augment all necessary resources from time to time on the instructions of BHEL. This project is a fast track project. Customer is making all out efforts to advance the project schedule. In case the civil inputs are advanced by customer, TG erection start and further erection work may have to be advanced to suit project requirement. No extra payment whatsoever shall be paid on this account.

6.3 The contractor has to ensure that work is completed in all respects leaving no pending points. However the punch list/ pending points, which are possible to be attended at site, shall be fully liquidated within two months from successful trial operation of the unit.

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

Chapter - VII: TERMS OF PAYMENT

7.0 TERMS OF PAYMENT

- 7.1 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.
- 7.2 Contractor shall 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.
- 7.3 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.

7.3.1 Interest bearing recoverable advance: Applicable as per Clause No. 2.13 of GCC.

7.3.2. PROGRESSIVE PAYMENT ON PRORATA BASIS

- A. **84% of Lump sum price (Item No.1 of Rate Schedule of Package A and B) (Applicable on items covered under ANNEXURE – I, II)**

		Pkg A	Pkg B
		Unit 1&3: Lalitpur	Unit2: Lalitpur
1.	UNLOADING, LIFTING & PLACEMENT OF GEN. STATOR ON FOUNDATION AT ELEVATION OF 17.0 M by Portal crane at Lalitpur site	2X2%	4%
2.	CONDENSER	2X12%	24%
3.	TURBINE	2X11%	22%
4.	GENERATOR	2X5%	10%
5.	AUXILIARIES (DEAERATOR, FST, PUMPS ETC.)	2X8%	16%
6.	INTEGRAL PIPING	2X4%	8%
	TOTAL	84%	84%

NOTES:

1. Further break-up of above terms of payment, if required can be carried out at site entirely at the discretion of BHEL.
2. The above break up is only for payment purposes and does not cover all equipment in the scope of the subject work. The total scope of work shall be as detailed in the tender specification.
3. Pro-rata payments shall be made every month in proportion to the work carried out by the contractor during the month, which shall be measured on the basis of percentages fixed above. The engineer shall carry out the assessment of the work for payment within the above percentages and it shall be final and binding on contractor. However, further percentage break up for payment against above clauses, will be mutually discussed and finalized at site.

B. 84% of UNIT RATE (Item No.2 of rate Schedule for Package A&B resp.)

(Applicable on items covered under ANNEXURE – II ITEM A)

1.	ON PRE-ASSEMBLY WHEREVER APPLICABLE (IF NOT APPLICABLE, THIS PORTION TO BE PAID ALONG WITH PLACEMENT IN POSITION)	15 %
2.	PLACEMENT IN POSITION	20 %
3.	ALIGNMENT	15 %
4.	WELDING/BOLTING/FIXING	20 %
5.	COMPLETION OF NON DESTRUCTIVE EXAMINATION & STRESS RELIEVING/ HEAT TREATMENT (if not applicable, then this portion to be clubbed with next activity)	5%
6.	HANGERS & SUPPORTS ETC WHEREVER NECESSARY AS PER DRG	5%
7.	HYDRAULIC TEST/PNEUMATIC TEST WHERE EVER APPLICABLE	4%

C. 84% of UNIT RATE (item No. 3 of rate schedule for Package A&B resp.)

(Applicable on items covered under ANNEXURE – II ITEM B)

1.	On transportation of required quantity of materials on locations and its proper protection.	10 %
2.	On fabrication / fixing of retainers, lagging & stitching of mattresses and welding of retainers,	40 %
3.	On fixing of casing supports, fabrication, beading, sealing, bitumen painting, installation and screen fixing of cladding & completion of all jobs	30 %
4.	On system completion and area cleaning.	4 %

D. 84% of UNIT RATE (item No.4 of rate schedule for Package A&B resp.)

1.	PLACEMENT IN POSITION	50 %
2.	ALIGNMENT	14 %
3.	WELDING/BOLTING/FIXING	20 %

**E. STAGE/MILESTONE PAYMENTS
(16% of contract Value)**

		For Pkg A	For Pkg B
1.			
2.	Condenser HT	2x0.5%	1%
3.	CEP Trial run	3x2x0.5%	3x1%
4.	TDBFP Trial run	4X0.5%	2x1%
5.	MD BFP Trial run	2x0.5%	1%
6.	Barring Gear Completion	2x0.5%	1%
7.	Rolling and Synchronization	2x0.5%	1%
8.	Trial Operation of Unit	2x1%	2%
9.	Painting (including arrow marking, nomenclature, etc	2x0.5%	2%
10.	Area cleaning, temporary structures cutting/removal and return of scrap	2X0.5%	1%
11.	Punch List points/pending points liquidation	2x0.5%	1%
12.	Material Reconciliation	2X0.5%	0.5%
13.	Completion of Contractual Obligations	2x0.5%	0.5%

Note:

If the commissioning activities could not be carried out due to no fault of contractor, BHEL Site in-charge, at his discretion, after recording reasons for exercising such option, can split and release payment up to 50% of milestone payment on completion of work, to the extent possible, required for carrying out that particular milestone/ commissioning activity.

Chapter - VIII: TAXES, DUTIES, LEVIES

8.0 TAXES, DUTIES, LEVIES

The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

However, provisions regarding **Service Tax and Value Added Tax (VAT)** on output services and goods shall be as per following clauses.

8.1 **Service Tax & Cess on Service Tax**

Service Tax and Cess on Service Tax as applicable on output Services are excluded from contractor's scope; therefore contractor's price/rates shall be exclusive of Service Tax and Cess on Output Services.

Contractor shall obtain prior written consent of BHEL before billing the amount towards such taxes. The Service Tax Rules permit more than one option or methodology for discharging the liability of tax/levy/duty and BHEL will have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the

Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor. Contractor shall submit to BHEL documentary evidence of Service Tax registration certificate specifying name of services covered under this contract. For the purpose of claiming any Service Tax from BHEL, the following procedure shall be adopted :

Contractor shall submit serially numbered Service Tax and Cess Invoices, signed by him or a person authorized by him in respect of taxable service provided, and shall contain the following, namely:

1. The name, address and registration number of the contractor
2. The name and address of the party receiving taxable service (BHEL)
3. Description, classification and value of taxable service provided and
4. The Service Tax payable thereon.

All the four conditions shall be fulfilled in the invoice for payment of Service Tax by BHEL.

Where more than one nature of Service under Service Tax Rules is involved, the invoice mentioned above shall contain the break up of all values for each nature of Service.

8.2 VAT (Sales Tax /WCT)

The rates quoted by the Contractor shall be inclusive of VAT/Sales Tax and BHEL shall not reimburse any amount on this account due to any reason whatsoever.

The Contractor shall register himself with the respective Sales Tax authorities of the state and submit proof of such registration to BHEL along with the first RA bill.

Deduction of tax at source shall be made as per the provisions of law unless otherwise found exempted.

In case tax is deducted at source as per the provisions of law, this is to be construed as an advance tax paid by the contractor and no reimbursement thereof will be made unless specifically agreed to.

Contractor has to make his own arrangement at his cost for completing the formalities, if required, with Sales Tax/VAT Authorities, for bringing all their material, plant and equipment etc at site for the execution of the work, including arrangement of Road Permits if and as applicable under the relevant VAT Act.

8.2.1 Modalities of Tax Incidence on BHEL

Wherever the relevant tax laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL will have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with

regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the contractor.

8.2.2 New Taxes/Levies

In case the Government imposes any new levy/tax on the output service/goods/work after award of the contract, the same shall be reimbursed by BHEL at actual.

In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of PriceBid. Claim for any such impact after opening the Price Bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

No reimbursement/recovery on account of increase/reduction in the rate of taxes, levies, duties etc. on input goods/services/work shall be made. Such impact shall be taken care of by the Price Variation/Adjustment Clause (PVC) if any. In case PVC is not applicable for the contract, Bidder has to make his own assessment of the impact of future variation if any, in rates of taxes/duties/ levies etc. in his price bid.

8.3 BUILDING & OTHER CONSTRUCTION WORKERS (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT, 1996 (BOCW Act) AND RULES OF 1998 READ WITH BUILDING & OTHER CONSTRUCTION WORKERS CESS Act, 1996 & CESS RULES, 1998.

In case any portion of work involves execution through building or construction workers, then compliance to the above titled Acts shall be ensured by the contractor and contractor shall obtain license and deposit the cess under the Act. In the circumstances it may be ensured as under:-

- i. It shall be the sole responsibility of the contractor in the capacity of employer to forthwith (within a period of 15 days from the award of work) apply for a licence to the Competent Authority under the BOCW Act and obtain proper certificate thereof by specifying the scope of its work. It shall also be responsibility of the contractor to furnish a copy of such certificate of licence / permission to BHEL within a period of one month from the date of award of contract.
 - ii. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under these act and rules including that of payment / deposit of 1% cess on the extant of work involving building or construction workers engaged by the contractor within a period of one month from the receipt of payment.
 - iii. It shall be the responsibility of the sub-contractor to furnish the receipts / challans towards deposit of the cess together with the number, name and other details of beneficiaries (building workers) engaged by the sub-contractor during the preceding month.
 - iv. It shall be the absolute responsibility of the sub-contractor to make payment of all statutory payments & compensations to its workers including that is provided under the Workmen's Compensation Act, 1923.
-

Chapter - IX: Others

9.0 OTHERS

- 9.1** For reverse auction/ Price Bid opening, only those bidders will be considered who will 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.
- 9.2** THE PROCEDURE FOR SELECTION & FINALIZATION OF CONTRACTORS FOR PACKAGE-A & PACKAGE-B OF THIS TENDER FOR **UNIT NO. 1, 2 & 3 AT 3X660 LALITPUR STPS OF LALITPUR POWER GENERATION CO. LTD., DISTT. LALITPUR, U.P.**
- 9.2.1** There will be three units of 660 MW each **AT 3X660 MW LALITPUR STPS OF LALITPUR POWER GENERATION CO. LTD., DISTT. LALITPUR.**
- 9.2.2** **Mode of Award of subject work for three units (3X660MW) at Lalitpur is packaged as follows:**
1) Package A: Unit 1 and Unit 3 (time gap of 08 months)
2) Package B: Unit 2
- Party who is awarded Package 'A' shall not be eligible for package 'B' and vice-versa.**
- 9.2.3** Scope of work under Package-A & B of this tender is given under clause 2.0. The two packages shall be awarded to two separate contractors i. e. no single bidder shall be awarded more than one package.
- 9.2.4** Bidders may submit their offer either for both the packages or any one of the packages i.e. Package-A or Package-B given in this tender. However, Bidders shall specifically confirm in their bid that they have quoted for Package-A or Package-B or both of the packages.
- 9.2.5** Bidders shall submit price bid for each package separately by enclosing each price bid in a separate envelop, clearly indicating on cover of the envelop the respective package number(i.e. Package-A or Package-B) besides furnishing other requisite details.
- 9.2.6** There will be two separate Contracts for each Package. All the contracts will individually be treated as a separate contract and Contract Agreement for each package shall be signed separately.

Chapter - X: ANNEXURES

ANNEXURE-I

TENTATIVE WEIGHT SCHEDULE OF MAIN PACKAGES FOR 1X660 MW UNIT **(APPLICABLE FOR PACKAGE A & PACKAGE B)**

S.No.	EQUIPMENT / PACKAGE	APPROX. WT. (in MT)
A	STEAM TURBINE & AUX.	1650
B.	TURBO GENERATOR & AUX.	
C.	CONDENSOR,LP,HP Heaters, Deaerator, FST	1200
D.	BOUGHT OUT ITEMS (BHEL Hardwar Scope)	500
E.	TANKS,VESSELS,R.E.JOINTS,B.F.valves	580
F.	PUMPS, TURBO DRIVE & MOTORS	267
G	TG INTEGRAL PIPING	94
H.	BOUGHT OUT ITEMS (BHEL PEM Scope)	250

NOTE:

THE WEIGHT INDICATE ABOVE IS APPROXIMATE AND THERE MAY BE A VARIATION IN WEIGHT OF EQUIPMENT / PACKAGE. NO CLAIM WHATSOEVER WILL BE ENTERTAINED BY BHEL ON ACCOUNT OF VARIATION IN WEIGHT / QUANTITIES IN RESPECT OF TG EQUIPMENTS; TG INTEGRAL PIPING ALONGWITH OTHER EQUIPMENTS & PEM SUPPLIED ITEMS.

G) TG-INTEGRAL PIPING (Part of Bought out items of BHEL HWR)

S.No.	TG INTEGRAL PIPING	APPROX. WT. (in Kg)
1.	LUBE. OIL PIPING (CS & Alloy)	15000
2.	CONTROL FLUID PIPING (Stainless Steel)	17200
3.	SEAL STEAM PIPING	16000
4.	CONDENSATE SPRAY PIPING (CS & Alloy Steel)	3600
5.	TURBINE WATER DRAINAGE PIPING (CS & Alloy Steel)	13000
6.	ACW PIPING (OIL & C.F.ROOM)	5000
7.	GENERATOR INTEGRAL PIPING—SEAL OIL, P.W. PIPING AND GAS PIPING ETC.	23700
		93500

E. Flash Tanks & Vessels, RE-JOINTS, HT Motors, BUTTERFLY VALVES ETC (BHEL BHOPAL)

SI.NO	DESCRIPTION	PACKAGE SIZE	UNIT WT.(KG)	Remarks
A.	Flash Tanks			
1.	HP Drain Flash Tank – 1 No.	3500X3500X5600	7900	
2.	LP Drain Flash Tank - 1 No.	3600X3100X5300	6600	
3.	Steam Drain Flash Tank – 1 No.	2500X2800X3700	3700	
4.	Atmospheric-1 No.	1700Dx1800L	3700	
5.	Boxes for Loose items-6 No.	2000Lx1000Wx1000H	1000	
	Total weight			27.9 MT
B.	Misc. Tanks			
1.	Clean Oil Tank -2 No.	6400X3100X4500	9500	
2.	Dirty Oil Tank – 2 No.	6400X3100X4500	9500	
3.	Oil unloading Tank – 2 No.	2300X1250X800	600	
4.	DMCW Overhead tank-1 No.	3000x3000x7200	6000	
5.	Alkali Dosing Tank			
	Total weight			25.6 MT

C.	R.E. JOINTS			Unit weight(KG)
1.	Inlet –Pipe Assy. (RH)	1	2600Dx1050L	3000
2.	Inlet –Pipe Assy. (LH)	1	2600Dx1050L	3000
3.	Inlet –Pipe Detail	2	1500Wx3000L	6000
4.	Inlet –Pipe Assy.	2	3200Dx450H	6000
5.	Inlet – Blank Flange Assy.	2	3650Dx125H	8000
6.	Inlet – Bellows	4	2600Dx500H	700
7.	Outlet–Pipe Assy. (RH)	1	2600Dx350H	1800
8.	Outlet–Pipe Assy. (LH)	1	2600Dx350H	1800
9.	Outlet – Pipe Details	2	1500Wx3000L	700
10.	Outlet – Pipe Assy	2	3200Dx450H	700
11.	Outlet–Blank Flange Assy	2	3650Dx125TH	900
12.	Outlet – Bellows	4	2600Dx500H	700
13.	Boxes for loose items	9	2000x1000x1000	1000
	Total weight			68.8 MT

D.	B.F. VALVES			Unit weight
1.	2520 Dia	4	2530Lx3000Wx1110H	10000
2.	800 Dia	6	1030Lx1250Wx415H	1400
3.	700 Dia	2	930Lx1160Wx405H	1200
4.	600 Dia	3	815Lx1000Wx300H	800
5.	500 Dia	8	700Lx865Wx300H	600
6.	400/450 Dia	21	600Lx750Wx275H	400
7.	Boxes for loose items	52	700Lx700Wx300H	300
	Total weight			442 MT

Annexure –II

WEIGHT SCHEDULE FOR PIPING SYSTEM PER UNIT
(Applicable for Both Packages A & B)

A		BHEL PIPING CENTRE, CHENNAI	PROJECT: LALITPUR 3 X 660 MW
1	80329	EXTRACTION STEAM TO BFP DRIVE TURBINE	12,000
2	80331	EXTRACTION STEAM TO LP HEATER-2	6,500
3	80332	EXTRACTION STEAM TO LP HEATER-3	7,500
4	80335	EXTRACTION STEAM TO DEAERATING HEATER	20,000
5	80336	EXTRACTION STEAM TO HP HEATER NO.1	7,000
6	80337	EXTRACTION STEAM TO HP HEATER-2	2,500
7	80338	EXTRACTION STEAM TO HP HEATER-3	3,200
8	80339	AUX STEAM TO BFD TURBINE	2,000
9	80349	AUX STEAM TO GLAND SEALS - TG SCOPE	1,000
10	80363	EXHAUST STEAM FROM PRIME MOVERS-TG SCOPE	25,000
11	80371	DRAIN FLASH TANK VENT TO CONDENSER	13,000
12	80375	UNLISTED SV EXHAUSTS - TG SCOPE	500
13	80379	HPH SV EXHAUST TO FLASH TANK	4,500
14	80382	LP HEATER VENTS	1,200
15	80385	VENT FROM UNLISTED PPG/EQPT TO COND	9,500
16	80388	CONDENSER AIR EVACUATION PIPING	3,000
17	80400	CONDENSATE SUCTION	10,500
18	80401	CD FROM PUMP TO LPH1/DC INLET TEE&RECIR	49,000
19	80402	CD FROM LPH1/DC INLET TEE TO TG TP	27,500
20	80403	CD FROM TG TP TO DEAERATING HEATER	21,000
21	80407	CONDENSATE FOR SEALING OF VACUUM	4,000
22	80408	CONDENSATE DUMP FROM HEADER	2,000
23	80412	CONDENSATE TRANSFER	3,500
24	80419	DEAERATOR SAFETY VALVE EXHAUST TO ATM	4,500
25	80420	BOILER FEED PUMP SUCTION	48,500
26	80421	BOILER FEED PUMP RECIRCULATION	62,500
27	80423	BOILER FEED PUMP TO HPH	223,500

		INCLUDING BYPASS		
28	80424	BFD BETWEEN HTRS & GROUP PROTECTION VLV	76,500	
29	80433	SPRAY WATER FROM BFP INTERSTAGE	4,000	
30	80436	SPRAY WATER TO LPBP DESH	5,500	
31	80439	TURBINE FLASH TANK DRAIN TO CONDENSER	800	
32	80442	GLAND STEAM COOLER DRAINS	300	
33	80443	LP HEATER-1 TO CONDENSER	4,000	
34	80444	LP HEATER-2/3/4/5 DRAINS&DRIP PUMP INCL	10,000	
35	80446	DEAERATING HEATER OVER FLOW AND DRAIN	6,000	
36	80447	HP HEATER DRAINS	35,000	
37	80448	DRAIN FROM UNLISTED EQPT/VESSEL-TG SCOPE	10,000	
38	80449	TG CYCLE PIPING DRAINS & VENTS	12,000	
39	80457	MANIFOLDS FOR HP FLASH BOX & CONDENSER	1,700	
40	80459	HP FLASH TANK DRAIN TO CONDENSER	3,000	
41	80463	TG AUX COOLING WATER	136,500	
42	80468	MAIN CIRCULATION WATER PIPING	98,500	
43	80493	HP FLASH TANK VENT TO CONDENSER	5,000	
44	80494	LP FLASH TANK VENT TO CONDENSER	4,000	
45	80495	LP FLASH TANK DRAIN TO COND	4,500	
46	80601	LOW PRESSURE DOSING PIPING	2,000	
47	80610	SERVICE AIR-COMP SUCT & DIS TO RECEIVER	7,000	
48	80673	LUBE OIL PIPING SYSTEM	7,000	
49	80928	H&S FOR BOILER LIGHT UP - TG	210,000	
50	80930	H&S FOR SYNCHRONISATION - TG	80,000	
51	80933	H & S FOR LP PIPING	25,000	
52	81036	CW STORAGE TANK 16-25 CUM	6,900	
53	81041	IMPURE CONDENSATE TANK	4,100	
54	81060	SPECIAL TANKS AND VESSELS	50,000	STARTUP FLASH TANK
55	81110	COOLING WATER PUMP	400	EMERG COOLING WATER BOOSTER PUMP
56	81415	TEST THERMOWELLS	400	
57	81416	PERFORMANCE GUARANTEE TEST MATERIALS	1,200	
		Total	1,386,200	

B.			INSULATION	
	81	325	MINERAL WOOL MATTRESS	60000
	81	341	SEALING COMPOUND FOR INSL	600
	81	350	ALUMINIUM CLADDING FOR INSULATION	40000
				100600
			Thermal Insulation(PEM supply)	300000
			Total for one unit	401 MT

Chapter - XI: RATE SCHEDULE

RATE SCHEDULE FOR PACKAGE –A

S.No.	Description of Item	Qty.	UNIT RATE per 660 MW set in Rupees	Total Amount (in RS.)
	PACKAGE-A :Lalitpur			
1	Lumpsum price for complete scope of work as per tender specification for items indicated under Annexure-I for 2 x 660 MW TG sets at Lalitpur including integral piping, & auxiliaries (Items as per Annexure- I)	2 set		
2	Rate in Rs / MT for complete work as per tender specification for TG piping systems indicated under Annexure-II-Item A (Approximately 2772 MT)	2772 MT		
3	Rate in Rs / MT for complete work as per tender specification for insulation & sheeting indicated under Annexure-II Item B (Approximately 802 MT)	802 MT		
4	Rate in Rs / MT for fabrication and installation of additional platforms, structures, ladders as per site requirement and which are not indicated in the drawing (Approximately 100 MT)	100 MT		
		Total price in Rs.		

NOTES:

- The quantities indicated above are tentative and are liable to vary depending upon the site requirement. The contractor has to handle / erect / commission all the items indicated by BHEL for achieving the milestones and completion of work.
- Evaluation of bids shall be done on the total price of Package A and Package B, against this Rate Schedule / BOQ.
- The contractor while quoting the above rates, categorically confirms having understood the fullest implications of price escalation provisions contained in tender. Accordingly taking into consideration all aspects thereof quoted above rates. Further contractor confirms that he will not come with any other claim/compensation on account of any increase whatsoever during the entire period of execution including extended period if any.

RATE SCHEDULE FOR PACKAGE –B

S.No.	Description of Item	Qty.	UNIT RATE per 660 MW set in Rupees	Total Amount (in RS.)
	PACKAGE-B :Lalitpur			
1	Lumpsum price for complete scope of work as per tender specification for items indicated under Annexure-I for 1 x 660 MW TG sets at Lalitpur including integral piping, & auxiliaries (Items as per Annexure- I)	1 set		
2	Rate in Rs / MT for complete work as per tender specification for TG piping systems indicated under Annexure-II -Item A (Approximately 1386 MT)	1386 MT		
3	Rate in Rs / MT for complete work as per tender specification for insulation & sheeting indicated under Annexure-II-Item B (Approximately 401 MT)	401 MT		
4	Rate in Rs / MT for fabrication and installation of additional platforms, structures, ladders as per site requirement and which are not indicated in the drawing (Approximately 50 MT)	50 MT		
		Total price in Rs.		

NOTES:

- The quantities indicated above are tentative and are liable to vary depending upon the site requirement. The contractor has to handle / erect / commission all the items indicated by BHEL for achieving the milestones and completion of work.
- Evaluation of bids shall be done on the total price of Package A and Package B, against this Rate Schedule / BOQ.
- The contractor while quoting the above rates, categorically confirms having understood the fullest implications of price escalation provisions contained in tender. Accordingly taking into consideration all aspects thereof quoted above rates. Further contractor confirms that he will not come with any other claim/compensation on account of any increase whatsoever during the entire period of execution including extended period if any.

TECHINICAL CONDITIONS OF CONTRACT (TCC)

TENDER NO. BHEL/ NR/ SCT/ LALITPUR- 1, 2&3/TG/899

FOR

ERECTION ,TESTING, COMMISSIONING, TRIAL OPERATION AND HANDING OVER OF STEAM TURBINE, GENERATOR AND ITS AUXILIARIES &PIPINGETC. FOR UNIT NO.1,2 &3 AT 3X660 MW AT 3X660 MW LALITPUR TPS OF LPGCL AT LALITPUR ,U.P

PART- II OF TCC



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

PART-II

SI	<u>DESCRIPTION</u>	<u>Chapter No.</u>	<u>PAGES</u>
	Part-II: Technical Specifications		
1.	GENERAL	Chapter-I	
2.	CIVIL WORKS, FOUNDATION, GROUTING	Chapter-II	
3.	ERECTION	Chapter-III	
4.	WELDING, HEAT-TREATMENT, RADIOGRAPHY AND N	Chapter-IV	
5.	APPLICATION OF INSULATION	Chapter-V	
6.	PAINTING INCLUDING FINISH PAINTING	Chapter-VI	
7.	TESTING, PRE-COMMISSIONING, COMMISSIONING, / POST-COMMISSIONING	Chapter-VII	

PART- II

Chapter - 1: GENERAL

1.0 GENERAL

- 1.1** The intent of this specification is to provide services for execution of project according to most modern and proven techniques and codes. The omission of specific reference to any method, equipment or material necessary for the proper and efficient services towards installation of the plant shall not relieve the contractor of the responsibility of providing such services / facilities to complete the work or portion of work awarded to him. The quoted / accepted rates / lump sum price shall deem to be inclusive of all such contingencies.
- 1.2** The contractor shall carry out the work in accordance with standard practices / codes / instructions / drawings / documents / specification supplied by BHEL from time to time.
- 1.3** The work shall conform to dimensions and tolerances given in various drawings and documents that will be provided during execution. If any portion of work is found to be defective in workmanship, not conforming to drawings or other stipulations, the contractor shall dismantle and redo the work duly replacing the defective materials at his cost failing which the job will be carried out by BHEL by engaging other agencies / departmentally and recoveries will be affected from contractor's bills towards expenditure incurred including BHEL's usual overhead charges.
- 1.4** Following shall be the responsibility of contractor and have to be provided within finally accepted rates / prices.
- 1.4.1** Provision as required of all types of labour, supervisors, engineers, watch and ward, tools & tackles, calibrated inspection, measuring and test equipments as specified and otherwise required for the work, consumables for erection, testing and commissioning including material handling.
- 1.4.2** Proper out-turn as per BHEL's plan and commitment
- 1.4.3** Completion of work as per BHEL Schedule.
- 1.4.4** Good quality and accurate workmanship for proper performances of equipment.
- 1.4.5** Repair and rectification
- 1.4.6** Preservation / Re-conservation of all components during storage / erection till handing over.
- 1.4.7** HOUSE KEEPING-The contractor is supposed to carryout house keeping of the work area on regular basis to keep the work place neat and tidy and available for the SAFE Working. The scrap, generated daily during the Execution activities, is to be dumped at designated area as decided by BHEL/ LPGCL on daily basis. The erection materials issued to the contractor and kept near the work area should also be staged properly at site. Compliance report on above shall be submitted by the contractor to

BHEL on Daily basis. In case the contractor fails to do so, BHEL have rights to carry out the same from the other party at the Risk and cost of the contractor. The cost applicable with BHEL overheads shall also be recovered from the monthly running bills of contractor.

1.5 PRELIMINARY WORKS

1.51 The contractor shall, as a first field activity check the foundations for turbine, generator and all auxiliaries for the correctness of the same as per the drawings and satisfy himself in all aspects. He should ensure location of foundations, their consolidation, absence of voids, levels, correctness of boltholes, pockets levels and centerlines etc. All measurements should be recorded and submitted to Engineer for approval before erection

1.52 Before starting erection job, contractor shall ensure that TG area is sufficiently enclosed against ingress of dust and water, and all debris have been cleared off from the floor to a designated area as per instruction of Engineer. The contractor shall arrange to get the working area and surroundings cleaned daily to ensure a dust free atmosphere for working.

Contractor shall first cover all openings on operating floor and put temporary hand railings on all sides of the floor to avoid any accident to the personal working. Material for above work, if available can be issued by BHEL on returnable basis.

1.53 The contractor shall provide his tool stores for special tools and instruments at a convenient location near to the place of working in TG hall. Necessary area shall be provided to contractor by BHEL. This is to be cleared after completion of the work. If so required he will have shift the same if required to give fronts to other agencies engaged at site.

1.54 The contractor shall set up longitudinal and transverse axes and two or more level bench marks accurately on TG floor. BHEL Engineer shall certify these. The certified TG-Center lines and datum level shall be the reference for TG and all auxiliaries' erection and alignment work. The contractor shall transfer these axes to all the floors to facilitate further execution.

1.55 All matching surfaces of components shall be well cleaned with cleaning agent and burrs shall be removed by filing and blue matched wherever required. Wherever necessary sealing/ lubricating/ anti-seize compounds shall be applied as per recommendation of Engineer. Machining/ grinding required for fitting of keys, pins, packers & dowels etc. shall be carried out by contractor at his cost. The contractor is expected to have his own arrangements for machining activities.

1.56 The accuracy of all equipment/ instruments and their functioning shall be established before they are permitted for use on the job. If the Engineer doubts the accuracy of the precision tools, any time during erection, the contractor shall arrange the checking/ calibration of tools/ equipment/ instruments at his cost.

Chapter - II: CIVIL WORKS, FOUNDATION, GROUTING

2.0 CIVIL WORKS, FOUNDATION, GROUTING

- 2.1 BHEL shall provide all equipment foundations. For the correctness of these foundations as per drawings, the contractor shall check the dimensions & locations of the foundations, pockets, anchor-bolt pitch. Further, top elevation of foundations shall be checked with respect to benchmark. All minor adjustments of foundation level, dressing and chipping of foundation surfaces up to 50 mm, enlarging the pockets in foundations etc., as may be required for the erection of equipment / plants shall be carried out by the contractor.
- 2.2 While on the job, care is essential to avoid too much chipping and resultant lowering of level. In case of excess chipping, contractor has to arrange additional packing plates as per requirements provided BHEL Engineer allows it. When required by manufacturers, the embedded sub-sole plates shall be scraped and checked with prussian blue to get the required contact with frames.
- 2.3 The contractor shall ensure perfect matching of packer plates including machining, scraping and blue matching with foundation by dressing the foundation, as well as perfect matching between the packer plates and the base plate of equipment to the satisfaction of BHEL Engineer. If required the packer plates may have to aligned and fixed on the foundations using special high strength, non-shrinking and quick-setting grouts. The minimum thickness below the packer plate should be 20 mm. The material required for this has to be arranged for by the contractor at his cost.
- 2.4 **FOR Package A & Package B:**
The Grouting of BFP, TG and other equipments will have to be carried out by the Contractor. The contractor has to arrange for all materials required for carrying out the grouting including the supply of the Special Grout as indicated in the drawings and as approved by the BHEL Engineer. **Although supply and application of approximately 20 MT of approved Non- Shrink Grout per unit has been envisaged, the contractor will be required to supply and apply actual quantity as per the site requirement without any extra cost.**
- 2.5 The contractor has to ensure that all the matching joints which are not to be grouted shall be kept free from the grouting mixture by applying tape or any other alternative method approved by Engineer. All assistance required has to be provided by the contractor
- 2.6 The contractor shall check and verify the alignment of equipment, alignment of shafts of rotating machinery, the slopes of all bearing pedestals, centering of rotors with respect to their sealing bores, couplings etc. as applicable and the like items to ensure that no displacement had taken place during grouting. The values recorded prior to grouting shall be used during post grouting check up and verifications. Such pre and post grout records of alignment details shall be maintained by the contractor in a manner acceptable to the Engineer.
- 2.7 Besides grouting as above, any civil works required for safe and efficient operation of tools and tackles like grouting / excavation/ casting of foundation / anchor points for derricks, winches, guy ropes fastening, etc / foundations

required for chemical cleaning pumps, tanks and any other temporary supports shall also be the contractor's responsibility. For these civil works all materials including cement and required facilities will have to be arranged by contractor at his own cost.

Chapter - III: ERECTION

3.0 ERECTION

- 3.1** All normal erection and assembly techniques necessary for completion of works under this specification and magnitude have to be carried out. It is not possible to specifically list out all of them. Absence of any specific reference will not absolve the contractor of his responsibility for the particular operation. These would include,
- Scaffolding and rigging operations,
 - Machine / flame / electric cutting, grinding, welding, radiography and stress relieving
 - Fitting, filing, straightening, chamfering chipping, scrapping, reaming, as cleaning, checking, leveling, blue matching, aligning and assembly.
 - Machining, surface grinding, drilling, doweling, shaping.
 - Temporary erections for alignment, dismantling of certain equipment for checking, cleaning, servicing and site fabrication.
- 3.2** Any fixtures, scaffolding materials, approach ladder, concrete block supports, steel structures required for temporary supporting, pre-assembly or checking, welding, lifting and handling during pre-assembly and erection shall be arranged by contractor at his cost.
- 3.3** No members of any ladder / structure / platform should be cut without specific approval of BHEL. In case it is necessary to cut, the contractor shall rectify / repair in a manner acceptable to BHEL / customer without any additional cost.
- 3.4** The contractor shall erect scaffolding / temporary platforms for erection. These should be of adequate capacity and shall never be over loaded. These should be replaced when not found suitable during erection work and dismantled on work completion & removed from work site.
- 3.5** Corrections like straightening of ladders, tube support plates adjustment / removal of ovalities in pipes and opening or closing the fabricated bends of piping to suit the layout shall be considered part of the work and the contractor is required to carry out such work within finally accepted price / rate as per instructions of Engineer.
- 3.6** The contractor shall carry out assembly and erection of condenser components normally on the condenser foundation directly. This includes
- Assembly and welding of bottom plate, side plates, hot well, springs and steam throw device.
 - Complete fabrication and welding of shell out of loose side-walls dome walls, and stand pipes.
 - Assembly and welding of water chambers and water-boxes.
 - Assembly and welding of support plates, baffles and stiffening structure,
 - Tubes insertion, expansion and cutting/ trimming.

Hydraulic test and water fill test and any other fitting/ assemblies required to complete the assembly.

3.7 The contractor shall carry out the condenser tube insertion and expansion at site after the installation of condenser on its foundation. Condenser tubes shall be handled strictly as per instructions of BHEL Engineer. Before installation of tubes, the contractor shall check for any dents, mechanical damages or any other defects of tubes caused during storage. These should be thoroughly internally and externally cleaned for all extraneous matter as per the directions of the engineer.

3.8 Before insertion of tubes, the contractor shall clean the surface of the holes in the main tube plates and tube support plates for paint, corrosion spots oxide scale etc. as per the instructions of the engineer. Even reaming of support plates if required for smooth insertion of tubes is to be carried out by contractor at his cost and reaming and its arrangement is to be arranged by contractor.

The contractor shall carry out the tube insertion & expansion of the condenser strictly in accordance with the instructions issued by the engineer. Tubes may require adjustment of length on both ends. The contractor shall ensure to provide covering above the top row of tubes to avoid any damage to the tubes prior to tube insertion as per instruction of BHEL Engineer at his cost.

6.1 The contractor shall carry out the condenser neck welding with casing only after final installation of casing. However the contractor shall adjust the gap between condenser neck and LP exhaust hood uniformly by suitably lifting the condenser as directed by engineer. Also the makeup pieces required for this purpose shall be fabricated and welded to the dome walls by the contractor.

3.10 The feed water storage tank will be supplied in three sections with feed pipe, heating steam header, spray nozzles, supports etc., in loose components. These are to be erected, aligned & welded in position. Welding, NDT & heat treatment if required shall be carried out by the contractor within quoted rate. IBR / statutory requirements, if any, shall be in the scope of contractor and necessary drawing/ details only will be given by BHEL

3.11 Erection of platform and supporting structures around FST / Deaerator is covered in the scope of contract and shall be erected by the contractor within the quoted rate

3.12 LP Heater No. 1 is to be erected inside the condenser in rear side, for which contractor has to cut open the condenser dome plate already erected. After erection, condenser plates have to be strengthened / stiffened as per the instruction of BHEL Engineer

3.13 Some of the rotating equipment and electrical motors are provided with protective greases only. Contractor shall arrange for cleaning of the same with petrol or some other reagent. If necessary, dismantling some of the parts of the equipment would be necessary. He shall arrange for re-greasing / lubricating them with recommended lubricants and for assembling back the dismantled parts, at quoted rate. Lubricants will, however, be supplied free of cost by BHEL.

3.14 All rotating machines and equipment shall be cleaned, lubricated, checked for their smooth rotation, if necessary by dismantling and refitting before erection. If,

in the opinion of Engineer, the equipment is to be checked for clearance, tolerance at any stage of work or during commissioning period, all such works are to be carried out by contractor at his cost.

- 3.15** All the shafts of rotating equipment shall be properly aligned to those of the matching equipment to as perfect and as accurately as practicable. All bearings, shafts and other rotating parts shall be thoroughly cleaned and suitably lubricated before starting.
- 3.16** All the motors and equipment shall be suitably doweled after alignment of shafts with tapered/parallel machined dowels. The contractor at his own cost shall arrange for the machining of dowel pins required for the same. However the materials for dowel pins shall be issued by BHEL free of cost.
- 3.17** The bearings shells will be blue matched at site and checked for bearing clearances. The contractor shall carry out scraping of bearing housing, if required to any extent. No extra claim for blue matching of any two surfaces up to 1mm initial gap will be entertained. The contractor shall also check air gap and adjustment of stator/ rotor to magnetic center shall be carried out as part of erection.
- 3.18** The contractor shall fabricate and weld pipes, special bends, as required for installing lube oil systems. The contractor shall also service the lube oil system, carry out the hydraulic test of oil coolers and piping systems as required.
- 3.19** The contractor as part of the scope of work if required or if directed by BHEL shall carry out the servicing and realignment of skid-mounted equipment.
- 3.20** All electrical panels, control gears, motors and such other devices shall be properly dried by heating to improve IR value, before they are installed and energized. Bearings, slip rings commutators and other exposed parts shall be protected against ingress of moisture and corrosion during storage and periodically inspected.
- 3.21** The contractor shall completely erect and test all the piping systems including their hangers, supports, valves, insulation, and accessories including sampling lines and coolers as per specifications and drawings. The services will include welding, pre-heating, stress relieving, bolting, testing, cleaning insulation and painting. System shall be demonstrated in condition to operate continuously in a manner acceptable to the Engineer. Welding shall be used throughout for joining pipes except where flanged screwed or other type joints are specified or shown on the drawings. All piping shall be erected true to the lines and elevation as indicated in the drawings
- 3.22** Most of the pipes shall be supplied un-fabricated in running lengths without beveling. It shall be responsibility of contractor to carry out fabrication by cutting to size, bevel / prepare edges, fabricate support pads, drill holes for drains, vents and other stubs, welding, carryout NDT & SR as per site requirement & as directed by BHEL. Pipes sent in standard length shall be cut to suit the site conditions and the layouts. Tubes or pipes wherever deemed to be convenient will be sent in running lengths with sufficient bends. Bends upto 80 mm nb will be fabricated at site wherever required.

- 3.23** The connection to the pipes terminal points including edge preparation, fit-up, welding applicable NDE etc are in the scope of work. Certain adjustments in length may be necessary while erecting pipelines. The contractor should remove the extra lengths/add extra lengths to suit the final layout after preparing edges afresh at no extra cost. Minor adjustment like removal of ovality in pipes is in the scope of work. All drains / vents / relief tubes / escape pipes / air relief valves/ safety valve/ piping to various tanks / sewage / drain canal / flash box / sump / atmosphere etc from the piping and equipments erected by the contractor is completely covered in the scope of work.
- 3.24** Certain adjustments in length may be necessary while erecting high-pressure pipelines. The contractor should remove the extra lengths/ add extra lengths to suit the final layout after preparing edges a fresh by adopting specified heat treatment procedures, at no extra cost.
- 3.25** It is possible that a few flanges may not be matching. The contractor shall be required to cut and re-weld the same as and when required without any additional cost.
- 3.26** The contractor shall be responsible for any modifications of shop fabricated pipes prior to installation to accommodate minor site alteration in pipe routing at no extra cost
- 3.27** All vents and drains for piping equipment covered in the scope whether shown in the drawings or not, shall be terminated outside the TG hall in atmosphere and at sump-pit as directed by the engineer.
- 3.28** Wherever piping erected by the contractor is connected to equipment/ piping erected by the other agencies the joint at the connecting point shall be the responsibility of the contractor of this specification.
- 3.29** Normally the high-pressure valves will have prepared edges for welding. But, if it becomes necessary, the contractor will prepare new edges or recondition the edges by grinding or chamfering to match the corresponding tubes and pipes. All fittings like 'T' pieces, weld neck flanges, reducers etc., shall be suitably matched with pipes/valves for welding.
- 3.30** The valves will have to be checked, cleaned or overhauled (including lapping of seat) in full or in part before erection and/or after chemical cleaning and during commissioning.
- 3.31** The contractor shall be responsible for correct orientation of all valves so that seats, stems & hand wheels are in desired direction. It is the responsibility of the contractor to obtain the information regarding orientation of valves not fully located on drawings before the same are installed.
- 3.32** Steel for suspensions for piping, will be supplied in running lengths. These are to be cut to suitable sizes and adjusted as per requirement.
- 3.33** No temporary supports should be welded on the piping. In case of absolute necessity prior approval should be taken from BHEL Engineer. In such cases heat treatment, if required, shall be carried out by the contractor

- 3.34** All hangers, supports and anchors shall be installed as per drawing to obtain safe and reliable and complete pipe installation as per instructions of Engineer. Any additional support as called for by Engineer shall have to be fabricated and erected by the contractor. The raw materials required for fabricating such supports shall be supplied by BHEL free of cost and contractor shall be eligible for payment of such additional supports as per applicable rate for item No 5 of rate schedule.
- 3.35** Spring suspensions/ constant load hangers may have to be pre-assembled for required load and erection carried out as per instructions of BHEL. Any adjustments, removal of temporary arrestors / lockers etc., have to be carried out as and when required.
- 3.36** Contractor shall install piping in such a way that no excessive or destructive expansion forces exist either in the cold condition or under conditions of maximum temperature and pressure. All bends, expansion joints and any other special fittings necessary to take care of proper expansion shall be incorporated as per the advice of Engineer. During installation of expansion joints, anchors, care must be taken to see that full design movement is available at all times from maximum and minimum temperature.
- 3.37** The contractor shall carry out the tightening of the field bolts on the equipment and piping covered under this specification by using either the calibrated torque wrench method or the turn of part method. The procedure to be followed, the tools and the equipment deployed shall be subject to the approval of Engineer. All the torque wrenches shall be calibrated as per requirement and before they are put in use on any job.
- 3.38** The contractor shall ensure that all supporting elements, anchors & restraint have been installed and adjusted in accordance with the drawings / sketches & other written instructions of the Engineer. The contractor shall inspect the hangers associated with the piping systems as follows:
- After hydraulic test, with the piping in the cold position, with all travel stops removed, with the pipe completely insulated and complete in all respect ready for start up.
 - Piping in the hot position with the unit operating at the maximum load.
 - Piping in the cold position during the first complete shut down.
- 3.39** The hanger assemblies shall not be used for attachment of rigging to hoist the pipes into position. Separate temporary supports shall be used to securely hold the pipe in position till pipe supports are completely assembled and attached to the building structure.
- 3.40** Layout of small bore piping as required shall be done as per site requirement. Necessary sketch for routing these lines should be got approved from BHEL by the contractor. There is a possibility of slight change in routing the above pipelines even after completion of erection or from aesthetic point of view. Contractor at no extra cost should carry this out.
- 3.41** Erection, testing and commissioning of power cylinders, electrically operated valves and their actuators etc. coming under various groups is covered under the scope of this specification

- 3.42** All valves, including valves, flap valves, dampers and actuators, shall be serviced and lubricated to the satisfaction of Engineer before erecting the same and during pre-commissioning also. Welding or jointing of extension spindle for valves to suit the site conditions and operational facility shall be part of erection work within the quoted rates
- 3.43** The contractor shall also or grind the valve seat, if required, to ensure satisfactory performance of valves at no extra cost. All parts such as gaskets, gland packing which form the permanent part of equipment shall be supplied by BHEL free of cost.
- 3.44** Erection and welding of necessary instrumentation tapping points, thermocouple pads, thermo-wells, valves, battery of first root valves, condensing vessels, flow nozzles and control valves to be provided on TG, auxiliaries and pipe lines covered within the scope of this specification, will also be the responsibility of the contractor. The welding of all the above items will be contractor's responsibility even if the:
- Product groups, under which these items are released, are not covered in the scope of this tender.
 - Items are supplied by any agency other than BHEL.
- NOTE: ADDITIONAL THERMOWELLS AS REQUIRED FOR CONDUCTANCE OF THE PERFORMANCE GUARANTEE TEST ARE TO BE INSTALLED BY THE CONTRACTOR.**
- 3.45** Erection of CO₂ and H₂ systems complete in all respects, including cylinders stands, connecting piping, valves, distribution headers, main control panels etc is in the scope of contractor. The delivery gas cylinders is to be taken from BHEL / its client stores, their handling and filling of gases in the system as and when required, till unit is commissioned and handed over, shall be the responsibility of the contractor. The empty cylinders are to be returned to BHEL/its client stores.
- 3.46** Additional platforms and ladders of permanent nature incidental to the job for approaching different equipment / valves as per site requirement, which may not be indicated in drawings, shall be fabricated and installed by the contractor. The materials required will be supplied by BHEL free of cost. The contractor will be eligible for payment for such additional platform and ladders at the rate applicable rate against item No. 5 of the rate schedule.
- 3.47** The contractor shall carry out Kerosene oil / dye penetration tests of all the bearing housing of turbine & generator. The Kerosene oil DPT kit for the tests shall also be arranged by the contractor at his cost.
- 3.48** The contractor is strictly prohibited in using the TG / Aux. Components for any temporary supporting or scaffolding woks etc. In case of such misuse a sum of determined by Engineer will be recovered from contractor's bills
- 3.49** The calibration of skid mounted instruments shall be arranged by BHEL through other agency engaged for C&I. Contractor will be informed by BHEL engineer about the details of C&I agency. The contractor shall coordinate with the C&I agency for removal, calibration and re-installation of the instruments. Though C&I agency will remove and reinstall the instruments after calibration, the contractor for this package will maintain the list of all the instruments removed &

reinstalled. Instruments prior to removal and after reinstallation shall be considered in custody of the contractor for this package. All instruments such as pressure gauges/ temperature gauges, switches etc. forming part of product group (PG) are under the erection scope of this contract and shall be installed and commissioned by the contractor of this package at no extra cost to BHEL, however the calibration of these instruments shall be done by C&I agency as above

- 3.50** The feed storage tank will be received in 3 pieces and is to be assembled, welded and tested at site. Besides the provisions under T&P Clause, all other arrangements for erection of feed storage tank and deaerator has to be made by contractor with in their finally accepted price
- 3.51** The contractor shall assist BHEL in preparation of as built piping drawing.

Chapter - IV: WELDING, HEAT-TREATMENT, RADIOGRAPHY AND NDT

4.0 WELDING, HEAT-TREATMENT, RADIOGRAPHY AND NDT

- 4.1** The equipment and piping shall be erected in conformity with the provisions of Indian Boiler Regulation and as may be directed by BHEL as per any standard / specification in practice in BHEL. The method of welding (arc, gas, TIG or other method) may be indicated in the detailed drawings / schedules. BHEL Engineer will have the option of changing the method of welding as per site requirements.
- 4.2** Welding of equipment, piping, high tensile structural steel shall be done by certified high pressure welders who possess valid certificate of CIB of the State in which the equipment is erected as per provision of IBR. The H.P. welder who possesses necessary certificate shall ensure re-validation as per relevant provisions of IBR and keep the certificate valid till the completion of work. The services of such welders, the validity of whose certificates have expired shall not be utilized for high-pressure works.
- 4.3** All welders like structural and high pressure welder shall be tested as per ASME section IX / IBR and approved by BHEL Engineer before they are actually engaged on work even though they may possess a valid IBR certificate. BHEL reserves the right to reject any welder if the welder's performance is not found to be satisfactory. The contractor shall maintain the records of qualification of welders. BHEL Engineer will issue all the welders qualified for the work, an identity card. The welder will keep the same with him at work place at all times. He may be stopped from work if he is not found in possession of the same.
- 4.4** Engineer may stop any welder from the work if his performance is unsatisfactory for any reason or if there is a high percentage of rejection in the joints welded by him. The welder having passed qualification tests does not absolve the contractor of contractual obligation to continuously check the welder's performance.
- 4.5** Faulty welds caused by the poor workmanship shall be cut and re-welded at the contractor's expense. The Engineer, prior to any repair being made, shall approve the procedure for the repair of defective welds. After the repair has been carried out, the compliance shall be submitted to the engineer.
- 4.6** The contractor shall carry out the root run welding of all HP / LP piping, valves by TIG welding method only. The contractor shall have to carry out full TIG welding of butt weld joints of tubes / pipes of lesser thickness if required. During the root runs of stainless steel joints, the contractor shall before and during welding have to purge the pipes with inert gas. All arrangements required for the above shall be the responsibility of the contractor at no additional cost.
- 4.7** All expenses for testing of contractor's welders including destructive and nondestructive tests conducted by BHEL at site or at laboratory shall have to be borne by the contractor only. Limited quantity of raw material required for making test pieces will be supplied by BHEL free of cost.
- 4.8** The regulators used on welding machines shall be calibrated before putting these into use for work. The Contractor at his cost shall also arrange periodic calibration for the same.

- 4.9 Only BHEL/ CUSTOMER approved electrodes and filler wire are to be arranged and used by the contractor, within the finally quoted price.** BHEL/ UPRVUNL reserve the right to test from the certified lab of approved electrode being used by the contractor. Testing charges for the same shall be borne by the contractor. All electrodes shall be baked 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 the site will have valid manufacturing test certificate. The test certificate should have a co-relation with the lot number/ batch number given on electrode packets. No electrodes will 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. The contractor shall also arrange periodical calibration for the same.
- 4.10** All butt / fillet welds shall be subject to dye penetration test as per the instructions of the engineer at no additional cost.
- 4.11** The contractor shall maintain a record in the form as prescribed by BHEL of all operations carried out on each weld. He has to maintain a record indicating the number of welds, the names of welders who welded the same, date and time of start and completion, preheat temperature, radiographic results, rejection if any, percentage of rejection etc. and submit copies of the same to the BHEL Engineer as required. Interpretation of the BHEL Engineer regarding acceptability or other wise of the welds shall be final.
- 4.12** The contractor shall carry out the edge preparation of weld joints at site in accordance with the details acceptable to BHEL Engineer. Wherever possible machining or automatic flame cutting should be done. Gas cutting will be allowed only wherever edge preparation otherwise is impractical. All slag / burrs shall be removed from the edge and all the hand cuts shall be ground smooth to the satisfaction of engineer.
- 4.13** All welds shall be painted with anticorrosive red oxide paint once radiography and stress relieving works are over. Necessary consumables and scaffolding etc including paints shall be provided by contractor at his own cost.
- 4.14** Pre-heating, radiography and other NDT tests, post heating and stress relieving after welding of tubes, pipes, including attachment welding wherever necessary, are part of erection work and shall be carried out by the contractor in accordance with the instructions of the Engineer. Contractor at his cost shall arrange all equipment and consumables essential for carrying out the above process.
- 4.15** Contractor shall arrange all necessary stress relieving equipment with automatic recording devices. The contractor arrange for labour, heating elements, thermocouples, thermo-chalks, temperature recorders, thermocouple attachment units, graphs, sheets insulating materials like asbestos cloth, ceramic beads, asbestos ropes etc. required for heat treatment/ stress relieving operations. The contractor should take a note of the following,
- Temperature shall be measured by thermocouple and recorded on a continuous printing type recorder. All the recorded graphs for heat treatment works shall be the property of BHEL.

- All stress relieving equipment will be used after due calibration and submission of test certificate to BHEL. Periodic calibration from Govt. Approved / accredited Test Houses traceable to National / International standards will also be arranged by the contractor for such equipment at his cost.

The contractor shall obtain the signature of Engineer or his representative on the strip chart of the recorder prior to the starting of SR operations.

- 4.16** The contractor shall also be equipped for carrying out other NDT like LPI / MPI / Hardness test/Ultrasonic testing etc. as required as per welding schedules / drawings within the finally accepted price / rates.
- 4.17** The technical particulars, specification and other general details for radiography work shall be in accordance with ASME, IBR or ISO as specified by BHEL.
- 4.18** Contractor for radiography work shall use iridium-192/cobalt-60/any other sources may be required/ specified. The geometric un-sharpness shall not exceed 1.5 mm. The contractor should take adequate safety precautions while carrying out radiography. Contractor at his cost shall arrange necessary safe guards required for radiography (including personnel from BARC).
- 4.19** Low speed high contrasts, fine grain films (D-7 or equivalent) in 10 cm width only be used for weld joint radiography. Film density shall be between 1.5 to 2.0.
- 4.20** All radiographs shall be free from mechanical, chemical or process marks, to the extent they should not confuse the radiographic image and defect finding. Penetrometer as per ASME or ISO must be used for each exposure.
- 4.21** Lead numbers and letters are to be used (generally 6mm size) for identification of radiographs. Contract number, joint identification, source used, welder's identification and SFD are to be noted down on paper cover of radiograph.
- 4.22** Lead intensifying screens for front and back of the film should be used as per the above-referred ASME specification.
- 4.23** The joint is to be marked with permanent mark A, B, C to identify the segments. For this a low stress stamp shall be used to stamp the pipe on the down streamside of the weld.
- 4.24** For multiple exposures on pipes, an overlap of about 25-mm of film should be provided.
- 4.25** Radiography personnel with sufficient experience and certified by M/s BARC for conducting radiographic tests in accordance with safety rules laid down by Division of Radiological protection only have to be deployed. These personnel should also be registered with DRP / BARC for film badge service.
- 4.26** All arrangements for carrying out radiography work including dark room and air conditioner and other accessories shall be provided by contractor within the space allotted for office at his cost. As an alternative the contractor may deploy an agency having all above facilities and who are duly approved / accredited by BARC and / or other Regulatory authorities. Detailed particulars of such agencies will be submitted and got approved by BHEL Engineer before the actual deployment of agency for radiography work.
- 4.27** The contractor shall have a dark room fully equipped with radiography equipment, film (un-exposed), chemicals and any other dark room accessories.

- 4.28** Contractor shall note that 100% radiography will be done at the initial stages on all the piping welding joints. Subsequently radiographic inspection will be done on the basis of quality of welding. However minimum percentage of joints to be radiographed shall not be less than the requirement of BHEL welding schedule / IBR / Customer's requirements. The percentage may be increased depending upon the quality of joints and at the discretion of BHEL. Radiography on LP piping joints is not envisaged. However other NDT test as called for in the FQP including LPI, MPI and HT will have to be carried out
- 4.29** All the Radiographs shall be properly preserved and shall become the property of BHEL. They are to be reconciled with the work done, joints radiographed and submitted to BHEL / customer.
- 4.30** Since radioisotopes are being used, all precautions and safety rules as prescribed by BHEL/BARC/ Customer shall be strictly followed. BARC / DRP certificate to be provided before taking up the work.
- 4.31** Radiography of joints shall be so planned after welding that the same is done either on the same day or next day of the welding to assess the performance of HP welders. If the performance of welder is unsatisfactory, he is to be replaced immediately.
- 4.32** Wherever radiographs are not accepted, on account of bad shot, joints shall be re-radiographed and re- submitted for evaluation.
- 4.33** However, if the defect persists after first repair, further repair work followed with radiography shall be repeated till the joint is made acceptable. In case the joint is not repairable, the same shall be cut, re-welded and re-radiographed at contractor's cost.
- 4.34** If the contractor does not carry out radiography work due to non-availability of source / film / chemical / operator etc., BHEL will get the work done departmentally or through some other agency at the risk and cost of the contractor.
- 4.35** Heat treatment and radiography may be required to be carried out at any time (day and night) to ensure the continuity of progress. The contractor shall make all necessary arrangements including labour, supervisors/ Engineer required for the work as per directions of BHEL.
- 4.36** The contractor shall assist BHEL Engineer in preparing complete field welding schedule for all the field welding activities to be carried out in respect of piping and equipment erected by him involving high pressure welding at least 30 days prior to the scheduled start of erection work at site. The contractor shall strictly adhere to such schedules.
- 4.37** The pressure parts, equipment and piping shall be erected in conformity with the provisions of Indian Boiler Regulation and as may be directed by BHEL as per any standard / specification in practice in BHEL. The method of welding (arc, gas, TIG or other method) may be indicated in the detailed drawings / schedules. BHEL Engineer will have the option of changing the method of welding as per site requirements.
- 4.38** **Check shots as per the requirement of BHEL/ LPGCL will be taken at the contractor's cost.**

Chapter - V: APPLICATION OF INSULATION

5.0 APPLICATION OF INSULATION

- 5.1 All attachment welding, including welding of hooks / supports as per pitch both on equipment and piping shall be done as directed by Engineer. Attachment welding shall have to be done by certified welders. If necessary contractor may have to cut the hooks to correct length. Application of red oxide paint including supply of paint on welded portions as directed by BHEL is also included in scope of work.
- 5.2 The mineral wool mattresses (bonded / un-bonded) / LRB mattresses are received at site in standard sizes. These are to be dressed / cut to suit site requirements by the contractor.
- 5.3 The number of layers / thickness of mineral wool / LRB mattresses for auxiliaries, pipe lines, valves and other vessels shall be as per various drawings and as directed by Engineer. For applying the mineral wool mattress, the required holding materials, if necessary by fabrication of rings/ hooks shall be fixed as directed and as per drawings and spec.
- 5.4 The contractor should ensure, proper finishing of surface of the insulation, sheeting and cementing.
- 5.5 The contractor should ensure that the finished surface of the insulation works conforms to the dimensions and tolerances given in the drawings. Aesthetic finish and accuracy of work are most important.
- 5.6 It is the responsibility of the contractor to ensure that the insulation materials and sheet metal covering issued to him for application are well protected against loss or damage from weather conditions. Closed / semi closed sheds or any other arrangements required for this will be by him at his cost. If any damage occurs to the material due to improper storage or due to any causes attributable to the contractor except for normal breakage or damages allowed in such cases, the cost of such damaged material shall be to the account of the contractor.
- 5.7 Aluminum sheet cladding will be fabricated to the sizes and shapes specified in drawings. Beading, swaging, beveling of sheets, crowning the sheets if necessary will be carried out by him. Two coats of anti-corrosive black bituminous paint are to be applied on inner surfaces of the cladding. Bitumen sealing compound on the joints if necessary is included in the scope of this work. **Contractor may note that he will also supply anti-corrosive black bituminous paint & bituminous sealing compound required for above works at his cost.**
- 5.8 Aluminum sheet metal cladding over insulation will consist of plain / ribbed / corrugated sheets. The sheets will be supplied in standard sizes. Cutting them to required size, grooving, fabricating bends, boxes etc., for proper covering is contractor's responsibility. Any cutting / bending / welding of fabricated skin casing sheets if required will also be covered within the scope of this contract.

- 5.9** A logbook shall be maintained by the contractor to obtain clearance for application of insulation. If the contractor does the work on his own accord without prior permission the area may have to be redone at his cost.
- 5.10** Contractor is liable for the exact accounting of the material issued to him and he shall make any unaccountable losses good. Wastage allowance for the material issued are as below:
1. Wool / LRB mattresses and cladding sheets 2%
 2. Insulation bricks and mortar 2%
 3. Castable refractory 1%
- 5.11** The entire surplus, unused materials etc., supplied by BHEL shall be returned to BHEL after the work is over. Materials like gunny bags and packing materials, empty containers may be returned at periodical intervals.
- 5.12** The contractor shall leave certain gaps and opening while doing the work as per instructions of BHEL engineer to facilitate inspection during commissioning and to fix gauges, fittings and instruments. The gaps will have to be finished as per drawings at a later date by the contractor at his cost.
- 5.13** If during erection and commissioning any of the parts are to be insulated temporarily fixed and then replaced by permanent ones at a later date or if any of the parts are to be removed for modification, rectification, adjustment and then refitted or if some parts are to be opened for inspection and checking and for measurement of metal surface temperature the same may necessitate removal and re-application of insulation and sheet metal cladding, which shall be done by the contractor and the erection rate quoted shall be inclusive of such contingencies.
- 5.14** Removable type of insulation shall be provided for valves, fittings, expansion joints etc as per the drawings or as directed by BHEL Engineer.
- 5.15** All temporary pipelines required during testing, pre-commissioning and commissioning should be insulated as directed by BHEL at no extra cost to BHEL. However required insulation material shall be issued by BHEL free of cost.

Chapter - VI: PAINTING INCLUDING FINISH PAINTING

6.0 PAINTING INCLUDING FINISH PAINTING

- 6.1** All exposed metal parts of the equipment, structure, auxiliaries, piping, and other items (covered within the scope of this contract) after installations are to be painted after thoroughly cleaning the dust, rust, scales, grease, oil and other foreign materials by wire brushing, scrapping and any other method approved by BHEL Engineer.

Mostly the equipment / components installed are with one coat each of primer paint and synthetic enamel / heat resistant paint. However, due to aging, the same may have got deteriorated or peeled off. The surfaces are to be thoroughly cleaned of all dirt, rust, scales, grease, oils and other foreign materials by wire brushing, scrapping, any other method as per requirement of BHEL. The same will be inspected and approved by the engineer before painting.

- 6.2** After applying the primer paints all structure / equipment / items, shall be finish painted with two coats of alloyed resin machinery enamel paints as specified by BHEL engineer. In case proper finish is not obtained in two coats, the contractor shall apply additional coat (s) till proper finish is achieved. After completion of painting all bright spots shall be cleaned to the satisfaction of Engineer.
- 6.3** Before applying the subsequent coats as per specification the thickness of each coat shall be measured and recorded with BHEL/ Customer. The instrument for checking the thickness of coats is to be procured by the contractor and should be calibrated after periodical intervals.
- 6.4** Certain equipment like control panels, valves etc. shall require spray painting. The contractor shall make arrangements of the required equipment for spray painting. Spray painting at the job site shall be permitted only at times and locations approved by Engineer.
- 6.5** Contractor at no extra cost to BHEL shall supply all paints, primers, tools and other consumables including scaffolding materials required for finish painting. Paint is to be BHEL approved make only and painting should be as per colour scheme and quality approved / specified by Engineer. Valid Test Certificate for the paint so supplied shall be made available before use of the same on work. No paint whose shelf life has expired should be used for painting.
- 6.6** The contractor may be required to fill up dents / marks by applying putty before final painting of equipment. All materials and arrangements have to be made within quoted lump sum price/rates.
- 6.7** The contractor shall provide legends with direction of flow on equipment and piping in size specified by Engineer. Letter writing shall be done in Hindi / English or in both languages.

6.8 The painters have to undergo test on a mock plate of size 1m*1m and only qualified painters will be allowed to work.

6.9 The contractor shall ensure availability of

- Ford Cup-4 to measure consistency of paint,
- Automatic magnetic gauge to measure the dry film thickness and
- SSPC Visual standards to assess degree of cleanliness of surfaces to be painted.

6.10 All paints should be stored in well-ventilated store. The painters and other personnel deployed should use proper protective equipment to avoid inhalation of fumes.

6.11 CONDENSER PAINTING

6.11.1 The condenser main tube plates will be dispatched to site from the works with surface protection only on water box side. The same shall be removed adopting one of the suitable methods indicated elsewhere in this specification. The contractor shall do the surface protection of these tube plates after the completion of the tube insertion and expansion activities. The surface shall be first painted with at least two or more coats of approved quality chemical resistant epoxy zinc chromate primer after thoroughly cleaning all such parts of all dirt, rust scales greases, oils and other foreign materials by adopting suitable methods as approved by BHEL. Afterwards the above parts shall be finished with two or more coats of approved quality high build black coal tar coating. Before the painting is taken up, the contractor shall plug all the holes with suitable tapered plastic / wooden plugs to avoid any damage to the tube ends. The plastic / wooden plugs and paints required for the above operations shall have to be arranged by the contractor at his cost. The above paints are also to be applied on water chamber / box. The thickness is to be confirmed by suitable measurement.

6.11.2 The condenser steam space shall be surface protected with at least two coats of suitable steam washable paint. Before the painting is taken up, the contractor shall clean the surfaces to be coated by adopting suitable methods. The contractor at no extra cost shall procure paint to BHEL

Chapter - VII: TESTING, PRE-COMMISSIONING, COMMISSIONING, AND POST-COMMISSIONING

7.0 TESTING, PRE-COMMISSIONING, COMMISSIONING, AND POST-COMMISSIONING

7.1 The contractor shall carry out the following tests & activities for commissioning of Steam Turbine Generator & its auxiliaries:

- (1) TRIAL RUN OF FEED PUMPS, CEP, AND VARIOUS ROTATING MACHINERIES / PUMPS.
- (2) TRIAL RUN OF MOTORS/ DRIVES FOR VARIOUS AUXILIARIES.
- (3) HYDRAULIC TEST OF PIPELINES, CLOSED SYSTEMS, TANKS AND VESSELS.
- (4) FLUSHING OF ALL PIPELINES BY AIR/OIL/WATER/STEAM AS THE CASE MAY BE.
- (5) SERVICING OF ALL VALVES AND FITTINGS.
- (6) MANUAL/ MECHANICAL CLEANING OF OIL TANKS, DEAERATOR, FST, SUCTION STRAINERS /FILTER ELEMENTS OF CEP, BFP, BOOSTER PUMP AND OTHER VARIOUS EQUIPMENTS AND TANKS ERECTED BY THE CONTRACTOR. THIS MAY HAVE TO BE REPEATED SEVERAL TIMES DURING THE COMMISSIONING PROCESS.
- (7) CHEMICAL CLEANING OF PIPING SYSTEMS, DEAERATOR AND FST AS PER REQUIREMENT. CONTRACTOR SHALL CARRY OUT DISASSEMBLY AND REASSEMBLY OF VULNERABLE COMPONENTS LIKE DEAERATOR SPRAY NOZZLES, GAUGES, INSTRUMENTS ETC. AS INSTRUCTED BY BHEL DURING THIS PROCESS.
- (8) PUTTING TURBINE ON BARRING GEAR.
- (9) ROLLING AND SYNCHRONISATION.
- (10) FULL LOAD OPERATION.
- (11) TRIAL OPERATION

These would also include hydraulic test of condenser, land flow test, chemical cleaning, alkali flushing and water flushing of piping, oil flushing of oil system etc. as instructed by BHEL.

All the chemicals required for carrying out these activities will be supplied by BHEL free of cost.

All required tests (Mechanical and electrical) indicated by BHEL and their clients for successful commissioning are included in the scope of these specifications. These tests / activities may not have been listed in these specifications.

Specialized test equipment, if any, shall be provided by BHEL / its client free of hire charges. However contractor has to take proper care of the equipment issued to him.

- 7.2 The contractor shall carry out the air-tightness test on assembled generator to the satisfaction of BHEL Engineer. The necessary arrangement for testing with dry-clean air shall be made by the contractor at his cost. Compressed air for testing can be taken by the contractor from the existing system
- 7.3 All the tests may have to be repeated till all the equipment satisfy the requirement / obligation of BHEL at various stages. The contractor shall repairs all joints (shop welded or site welded) failed during testing.
- 7.4 All items / material required for conducting hydraulic test, Detergent flushing, oil flushing, steam blowing etc., will be supplied by BHEL / its customer.

While the Detergent cleaning operation including the required looping in piping , draining and disposal will be carried out by another agency , the Contractor will have to ensure the readiness and availability of CEP ,associated systems and the piping which is to be cleaned . Any work required on the permanent system will have to be carried out by the Contractor.

All temporary piping along with their supports for steam blowing in the systems erected by the Contractor, and the required loops for chemical cleaning of the piping erected by the contractor will have to be erected within the quoted rates.

For completing the chemical cleaning contractor may have to do some temporary piping /welding will be in the scope of work.

The Contractor will also be responsible for their installation wherever required. He will dismantle the total system and return the same to BHEL / their customer store as directed. No separate payment will be released for erection & dismantling of the required equipment & piping.

- 7.5 Thermal shocks will be required during oil flushing operations. The contractor is required to make all arrangements for the same. This would include fabrication of heating tank with nozzles and requisite piping with supports. Complete erection with pumps, tanks, electrical fittings including and other accessories is to be carried out. All material and equipment will be provided on returnable basis by BHEL.
- 7.6 The scope of pre-commissioning activities cover installation of all necessary temporary piping, supports, valves, blanking, pumps, tanks etc. and other accessories with access platforms valves, pressure gauges, electric cables, switches, cutting of some of existing valve, placing of rubber wedges in the valves etc., required for hydro test, chemical cleaning, steam blowing or for any other tests as the case may be and will carry out above activities under this scope of work as per instructions of BHEL. The scope also covers the off site disposal of effluents
- 7.7 All arrangement required for steam blowing including removal, reinstallation and welding of CRH NRV and installation of steam blowing arrangements including steam blow off piping is included in the scope of work.
- 7.8 It shall be the responsibility of the contractor to preserve the cleaned surface as per BHEL's requirement.
- 7.9 The pre-commissioning activities will start prior to oil flushing of the TG and various trials, commissioning operations shall continue till the TG is handed over to customer. Simultaneous commissioning checks, activities will be in progress

in various areas like trial run of various equipment, checking of equipment erected, making ready for trial runs, filling up of lubricants, Chemicals etc.

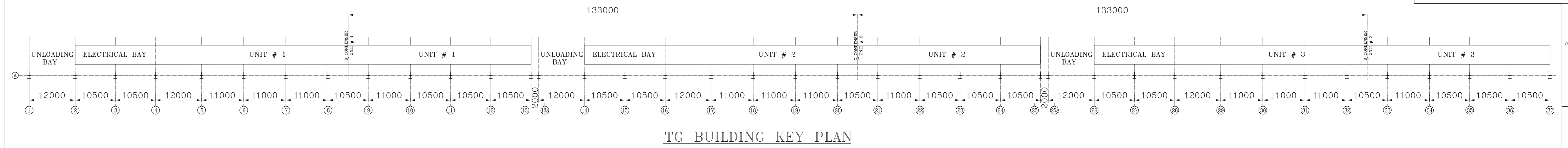
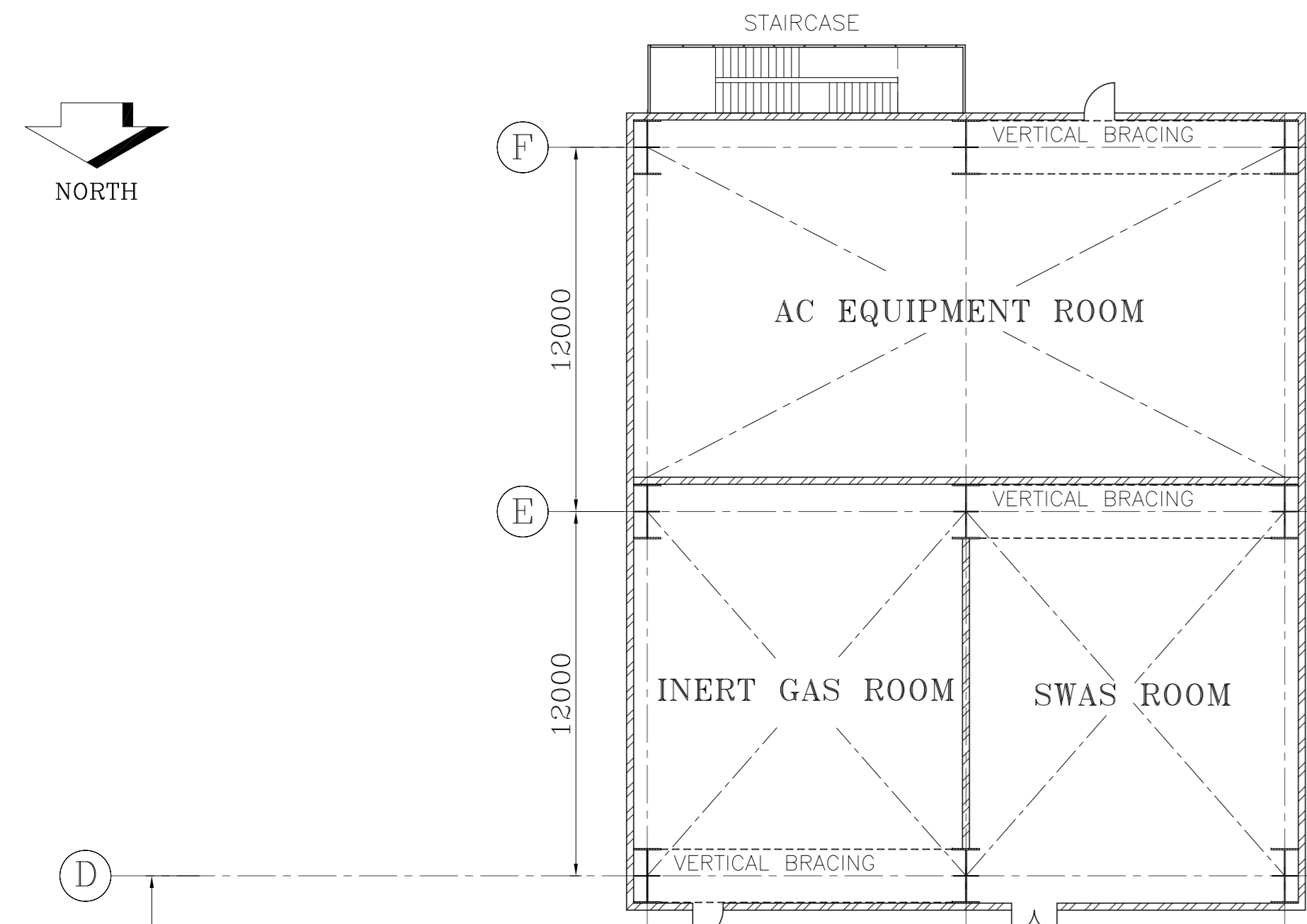
All these works need specialized gangs including electricians, instrument technicians, fitters, in each area to render assistance to BHEL commissioning staff. Contractor shall earmark separate manpower for various commissioning activities. This manpower shall not be disturbed or diverted. The mobilization of these commissioning gangs shall be sufficient so that planned commissioning activities are taken up in time and also completed as per schedule and the work is to be undertaken round the clock if required.

Association of BHEL's / Client's staff during above period will not absolve contractor from above responsibilities.

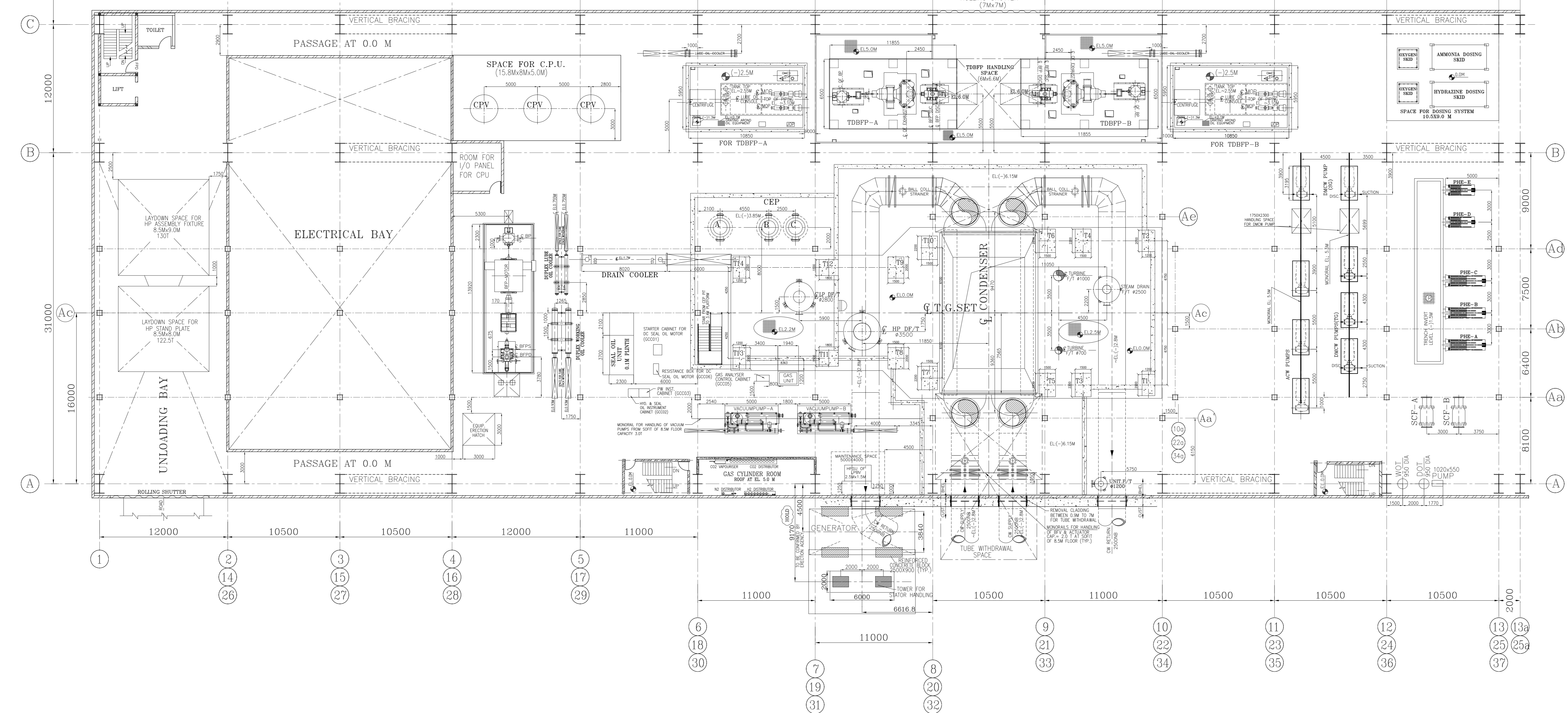
- 7.10** It shall be specifically noted that the employees of the contractor may have to work round the clock along with BHEL/Customer Engineers and hence overtime payment by the contractor may be involved. The contractor's finally accepted rates/ price shall be inclusive of all these factors also.
- 7.11** In case, any rework is required because of contractor's faulty erection that is noticed during pre-commissioning and commissioning, the same has to be rectified by the contractor at his cost. If any equipment / part is required to be inspected during pre-commissioning and commissioning, the contractor will dismantle/open up the equipment / part and reassemble / redo the work without any extra claim.
- 7.12** During commissioning, opening / closing of valves, changing of gaskets, realignment of rotating and other equipment, attending to leakage and adjustments of erected equipment may arise. This is included in the scope of work.
- 7.13** The contractor shall make all necessary arrangements including making of temporary closures on piping / equipment for carrying out the hydro-static testing on all piping equipment covered in the specification at no additional cost.
- 7.14** The water boxes of the condenser will be tested hydraulically to 1.5 times the design pressure after its assembly at site. The arrangement of all the blanking for carrying out the hydraulic test shall be the responsibility of the contractor at no additional cost. However only the main blanking flanges with fasteners for CW inlet and CW outlet of the condenser shall be provided by BHEL free of cost. Fabrication of blanks will be carried out by the contractor.
- 7.15** The water-fill test of the steam space shall be carried out by filling the water upto 1 Meter or as required above the top row of tubes to facilitate leak detection. Hydraulic testing shall be carried out on the condenser water boxes. Dummy plates shall be provided by BHEL.
- 7.16** The contractor shall fill the condenser upto the specified level as many times as called for by the Engineer for checking of the turbine at no additional cost
- 7.17** In case any defect is noticed during tests, trial runs and commissioning such as loose components, undue noise or vibration, strain on connected equipment etc.,

the contractor shall immediately attend to these defects and take necessary corrective measures. If any readjustment and realignment including repair, rectification and replacement work are necessary, the contractor shall carry out the same as per Engineer's instructions. The parts to be replaced shall be provided by BHEL.

- 7.18** During hydraulic testing of pipes, all piping having variable spring type supports shall be held securely in place by temporary means while constant spring type support hangers shall be pinned or blocked solid during the test.
- 7.19** The contractor shall carry out cleaning and servicing of valves and valve actuators prior to pre-commissioning tests and / or trial operations of the plant. A system for recording of such servicing operations shall be developed and maintained in a manner acceptable to BHEL Engineer to ensure that no valves and valve actuators are left un-serviced.
- 7.20** Cleaning & servicing of all the filters / strainers, toppings of oils coming in the system shall be done by the contractor till the completion of trial operation and handing over of the unit within the quoted price .
- 7.21** The contractor shall incorporate all the changes / decisions proposed by BHEL Engineer at no additional cost.



4000 2600 10000 10300 5100 5100 10300 10000 1st. ROW BOILER COL.



- NOTES**
1. ALL DIMENSIONS ARE IN MM'S AND LEVELS ARE IN METRES.
 2. ALL ELEVATIONS INDICATED IN THE DRG. ARE W.R.T. POWER HOUSE GROUND FLOOR ELEVATION AS 0.00M.
 3. EQUIPMENTS SHOWN IN THIS DRAWING WHICH ARE NOT COVERED UNDER TG PACKAGE ARE INDICATIVE ONLY.
 4. EQUIPMENTS & FACILITIES SHOWN FOR PACKAGES OTHER THAN TG PACKAGE ARE SUGGESTIVE ONLY HOWEVER IT IS PREFERRED THAT SIMILAR DETAILS BE ENSURED FROM RESPECTIVE PACKAGE VENDORS.

- LEGEND:**
- CHEQUERED PLATE FLOORING
 - REMOVABLE CHEQUERED PLATE
 - GRATED FLOORING
 - REMOVABLE GRATING
 - CONCRETE BLOCK
 - HAND RAILING
 - PARAPET WALL
 - GLASS PARTITION
 - CUT OUTS
 - BRICK WALL

- REFERENCE DRAWINGS:**
1. EQUIPMENT PLAN AT 8.5M & 12.0M PE-DG-375-100-M004
 2. EQUIPMENT PLAN AT 17.0M PE-DG-375-100-M005
 3. EQUIPMENT PLAN AT 24.0M PE-DG-375-100-M006
 4. CROSS SECTION OF MAIN PLANT PE-DG-375-100-M007
 5. CONDENSER ASSEMBLY - (HWR)
 6. TG FOUNDATION ARRANGEMENT - (HWR)
 7. GLAND STEAM CONDENSER - (HWR)
 8. FOUNDATION DETAILS OF GEN. AUXILIARY EQUIPMENTS - (HWR)
 9. FOUNDATION ARRANGEMENT OF CEP - (HYD)
 10. GENERAL ARRANGEMENT OF DRAIN COOLER - (HWR)
 11. FOUNDATION DETAILS OF HPSU (FOR IV, ESV & OV) - (HWR)
 12. FOUNDATION DETAILS OF HPSU (LPBP VALVE) - (HWR)
 13. VACUUM PUMP - (HWR)
 14. G.A. OF CENTRAL OIL PURIFICATION UNIT - (HWR)
 15. PLOT PLAN OF TDBFP - (HYD)
 16. GA OF HP DRAIN F/T - (BPL)
 17. GA OF LP DRAIN F/T - (BPL)
 18. GA OF STEAM DRAIN F/T - (BPL)
 19. GA OF UNIT F/T - (BPL)
 20. G. A. OF CLEAN OIL TANK - (BPL)
 21. G. A. OF DIRTY OIL TANK - (BPL)
 22. ARRANG. & ASSY. OF OIL UNLOADING VESSEL - (BPL)
 23. UNIT AIR RECIVER - (PEM)
 24. CPU SKID - (PEM)
 25. GA OF DOSING SKID - (PEM)

COPY RIGHT AND CONFIDENTIAL. THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY ELECTRICALS LIMITED. IT MUST NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BHARAT HEAVY ELECTRICALS LIMITED.

COMPUTER FILE NAME: 375_100_M003_00

OWNER: LALITPUR POWER GENERATION COMPANY LTD

OWNER CONSULTANT: TATA CONSULTING ENGINEERS BANGALORE, INDIA

LALITPUR SUPER THERMAL POWER PROJECT-3X660MW LALITPUR, UTTAR PRADESH

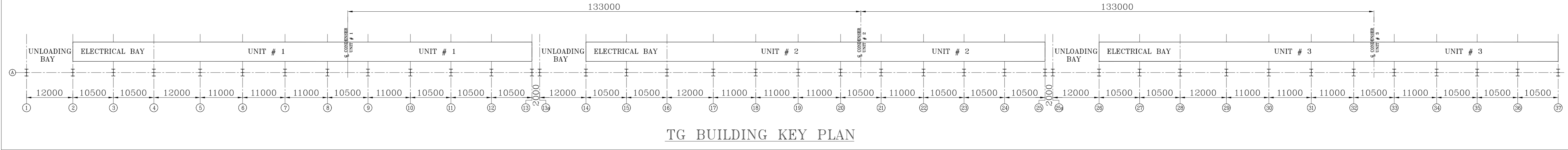
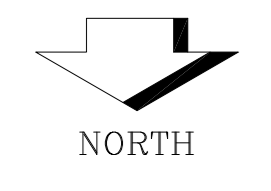
BHARAT HEAVY ELECTRICALS LTD
POWER SECTOR
PROJECT ENGINEERING MANAGEMENT
NOIDA

JOB NO. 375
STATUS CONTRACT
DISTRIBUTION

REV.	DATE	ALTD	CHD	APPD	DEPT. CODE	DESIGNER	CHECKER	APPROVER	NAME	SIGN	DATE
						DESN	DEEPAK				21.05.2011
						CHD	BKA				21.05.2011
						APPD	MANI JOSHI				21.05.2011

TITLE
T.G. EQUIPMENT LAYOUT PLAN AT EL. 0.0M

DEPT. SCALE 1:175
DRAWING NO. PE-DG-375-100-M003
SHEET 1 OF 1 REV. 00

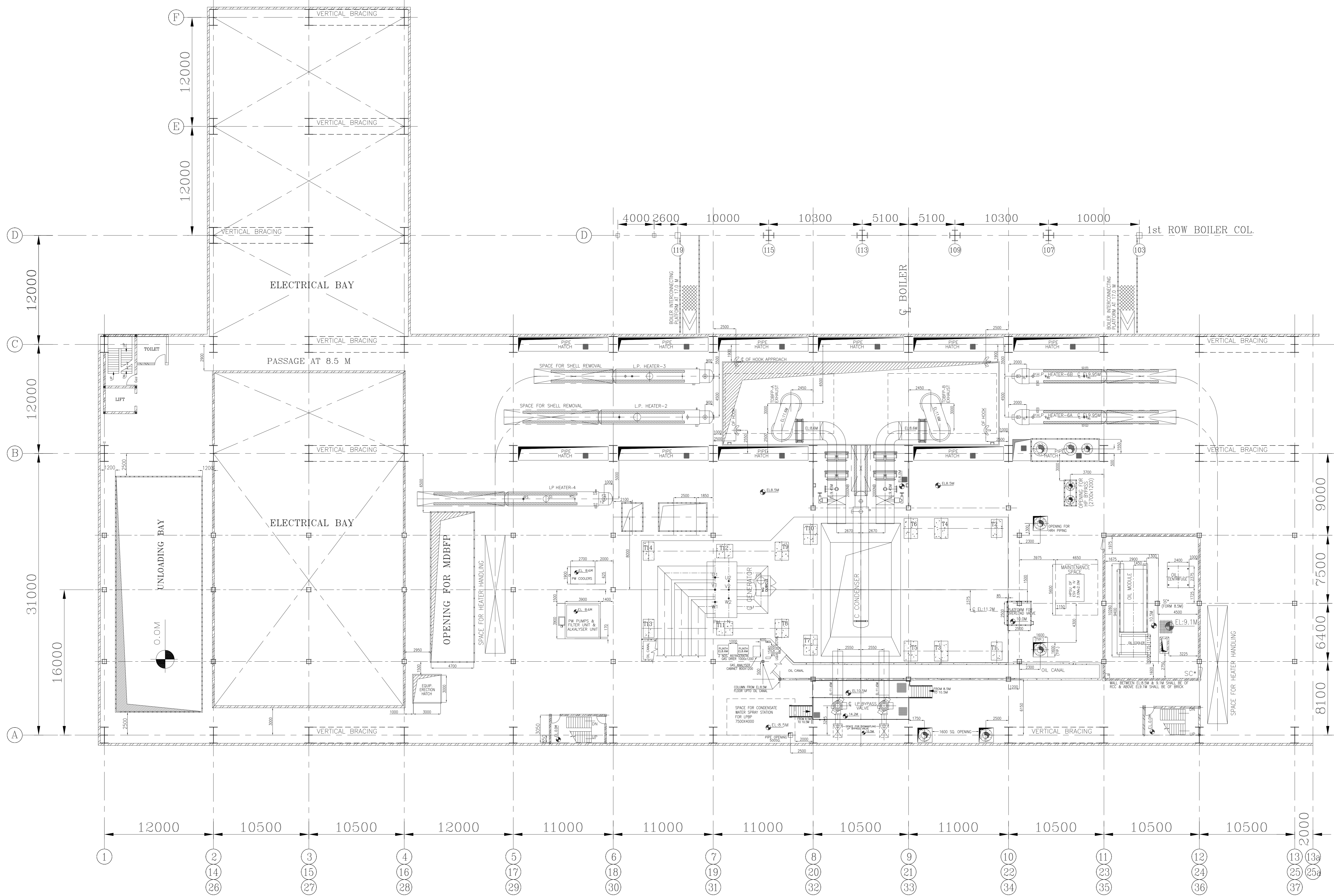


TG BUILDING KEY PLAN

- NOTES**
1. ALL DIMENSIONS ARE IN MM'S AND LEVELS ARE IN METRES.
 2. ALL ELEVATIONS INDICATED IN THE DRG. ARE W.R.T. POWER HOUSE GROUND FLOOR ELEVATION AS 0.00M.
 3. EQUIPMENTS SHOWN IN THIS DRAWING WHICH ARE NOT COVERED UNDER TG PACKAGE ARE INDICATIVE ONLY.
 4. EQUIPMENTS & FACILITIES SHOWN FOR PACKAGES OTHER THAN TG PACKAGE ARE SUGGESTIVE ONLY HOWEVER IT IS PREFERRED THAT SIMILAR DETAILS BE ENSURED FORM RESPECTIVE PACKAGE VENDORS.

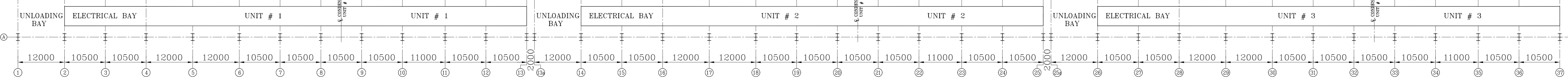
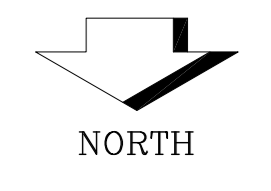
- LEGEND:**
- CHEQUERED PLATE FLOORING
 - REMOVABLE CHEQUERED PLATE
 - GRATED FLOORING
 - REMOVABLE GRATING
 - CONCRETE BLOCK
 - HAND RAILLING
 - PARAPET WALL
 - GLASS PARTITION
 - CUT OUTS
 - BRICK WALL

- REFERENCE DRAWING:**
1. EQUIPMENT PLAN AT 0.0M PE-DG-375-100-M003
 2. EQUIPMENT PLAN AT 17.0M PE-DG-375-100-M005
 3. EQUIPMENT PLAN AT 24.0M PE-DG-375-100-M006
 4. CROSS SECTION OF MAIN PLANT PE-DG-375-100-M007
 5. CONDENSER ASSEMBLY (GENERAL ARRANGEMENT) - (HWR)
 6. GENERATOR OUTLINE - (HWR)
 7. OIL ROOM ARRANGEMENT - (HWR)
 8. FOUNDATION DETAILS OF GEN. AUXILIARY EQUIPMENTS - (HWR)
 9. LP BYPASS VALVE ARRANGEMENT - (HWR)
 10. GENERAL ARRANGEMENT OF LP HEATER No.1 - (HWR)
 11. GENERAL ARRANGEMENT OF LP HEATER No.2 - (HYD)
 12. GENERAL ARRANGEMENT OF LP HEATER No.3 - (HYD)
 13. GENERAL ARRANGEMENT OF LP HEATER No.4 - (HYD)
 14. GENERAL ARRANGEMENT OF HP HEATER No. 6A - (HYD)
 15. GENERAL ARRANGEMENT OF HP HEATER No. 6B - (HYD)
 16. GENERAL ARRANGEMENT OF MD BFP SET - (HYD)
 17. TURBINE JB AND LIST & LAYOUT - (HWR)

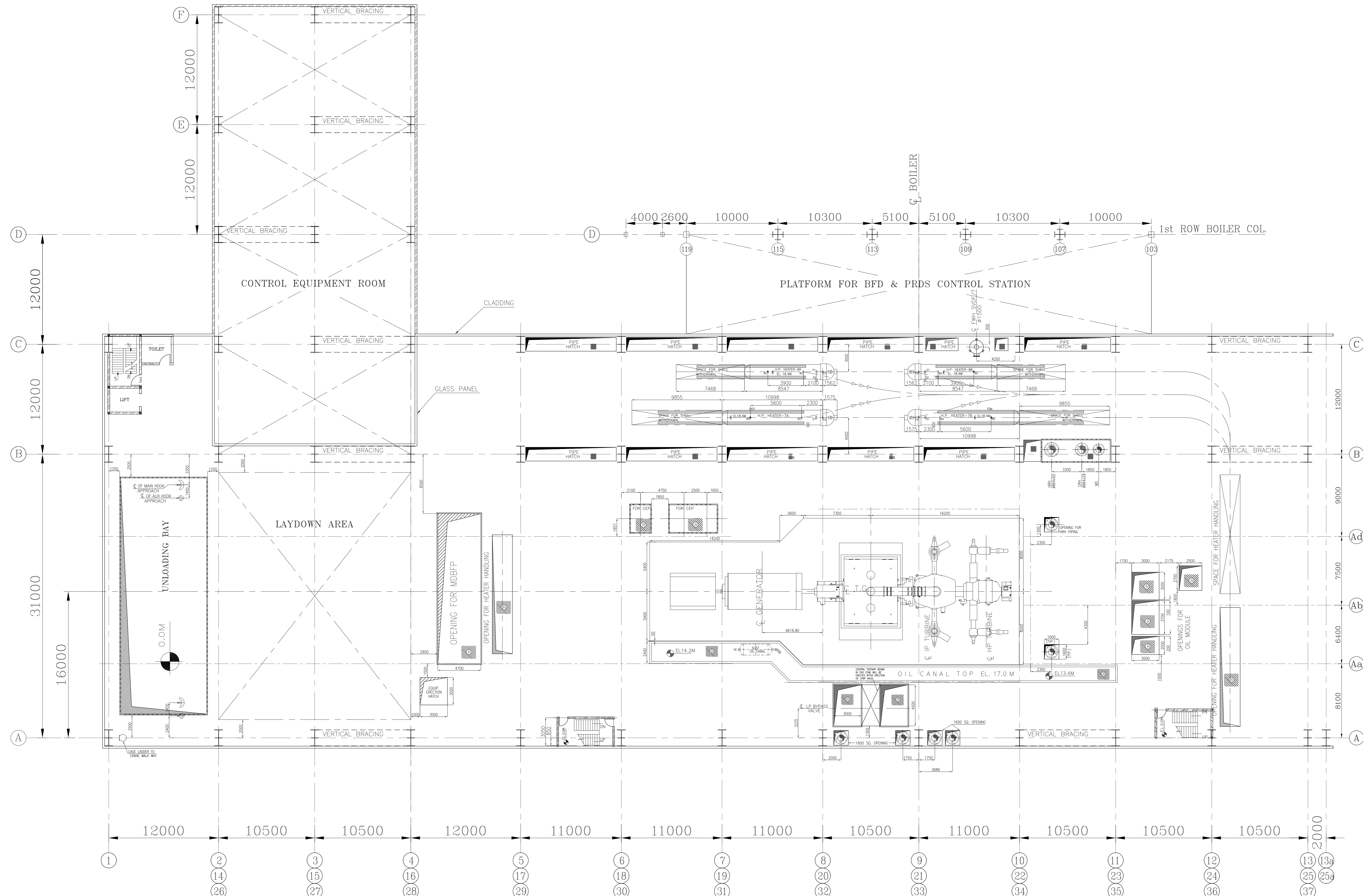


COPY RIGHT AND CONFIDENTIAL
 The information on this document is the property of Bharat Heavy Electricals Limited
 It must not be used directly or indirectly in any way detrimental to the interest of the company.
 COMPUTER FILE NAME: 375-100-M004-00

OWNER: LALITPUR POWER GENERATION COMPANY LTD	
OWNER CONSULTANT: TATA CONSULTING ENGINEERS BANGALORE, INDIA	
LALITPUR SUPER THERMAL POWER PROJECT-3X660MW LALITPUR, UTTAR PRADESH	
BHARAT HEAVY ELECTRICALS LTD POWER SECTOR PROJECT ENGINEERING MANAGEMENT NOIDA	
JOB NO. 375 STATUS CONTRACT DISTRIBUTION	DEPT. CODE: M DESN: DEEPAK CHD: BKA APPD: MAIL_0508
REV. DATE ALD CHD APPD	DEPT. SCALE: 1:175 SIGN: DRAWING NO. PE-DG-375-100-M004 SHEET 1 OF 1 REV. 00
TITLE: T.G. EQUIPMENT LAYOUT PLAN AT EL. 8.5M	



TG BUILDING KEY PLAN



DETAIL OF LAY-DOWN SPACE FOR TG COMPONENTS.

S.No.	DESCRIPTION	WTEN No.	AREA M x M
01	HP OUTER CASING (EXHAUST PART)	25000	3.4 x 3.3
02	HP INNER CASING UPPER HALF	17000	3.4 x 2.0
03	HP SHAFT	20000	5.5 x 1.3
04	HP STAND PLATE (LOCATED AT 0.0M FLOOR)	122500	8.0 x 8.5
05	HP ASSEMBLY FIXTURE (LOCATED AT 0.0M FLOOR)	130000	9.0 x 8.5
06	HP OUTER CASING UPPER HALF	35000	5.8 x 4.2
07	HP INNER CASING UPPER HALF	30000	3.5 x 3.2
08	HP INNER CASING LOWER HALF	35000	3.5 x 3.5
09	HP SHAFT	32000	5.8 x 1.7
10	LP OUTER CASING UPPER HALF	46000	10.8 x 7.1
11	LP INNER CASING II UPPER HALF	58000	6.6 x 6.5
12	LP SHAFT	120000	8.05 x 4.2
13	LP SHAFT SEAL CASING (TE & GE)	500 x 2	0.405 x 1.12
14	PRECAST COVER-HP(BEARING CASING HP FRONT)	600	1.344 x 0.62
15	PRECAST COVER HP-(BEARING CASING HP REAR)	1000	1.45 x 0.79
16	PRECAST COVER LP-(BEARING CASING LP REAR)	2300	2.08 x 1.215
17	PRECAST COVER LP-(BEARING CASING LP FRONT)	2500	2.08 x 1.235
18	STEEL TRAY COVER ASSEMBLY LP STAGE 2-3 (LOWER SHIELD LEFT & RIGHT)	7000 x 2	4.7 x 1.0
19	GENERATOR ROTOR WITH BASE FRAME	80000	14.028 x 1.79
20	END SHIELD UPPER & LOWER HALF (ES)	8000 x 2	1.2 x 3.6
21	END SHIELD UPPER & LOWER HALF (TS)	8000 x 2	1.2 x 3.6
22	HYDROGEN COOLER (2 NOS. TWIN TUBE)	10000 x 2	5.5 x 2.247
23	HYDROGEN COOLERS HOUSING	19000	5.5 x 4.4
24	SLIP RING SHAFT ASSLY.	8500	3.3 x 1.5
25	COVER FOR SLIP RING ASSLY.	3000	3.9 x 3.3
26	BEARING SHELLS (SHAFTS-UPPER & LOWER HALF)	500 x 4	0.5 x 0.8

REFERENCE DRAWING:

- EQUIPMENT PLAN AT 0.0M
- EQUIPMENT PLAN AT 8.5M
- EQUIPMENT PLAN AT 24.0M
- CROSS SECTION OF MAIN PLANT
- GENERAL ARRANGEMENT OF HP HEATER No. 7A
- GENERAL ARRANGEMENT OF HP HEATER No. 7B
- GENERAL ARRANGEMENT OF HP HEATER No. 8A
- GENERAL ARRANGEMENT OF HP HEATER No. 8B
- FOUNDATION PLAN
- GENERAL ARRANGEMENT OF TD BFP SET
- GA OF STEAM DRAIN F/T
- OIL CANAL DETAIL
- LAYDOWN SPACE FOR GENERATOR COMPONENTS
- LAYDOWN SPACE FOR STEAM TURBINE COMPONENTS
- OIL ROOM ARRANGEMENT
- LP BYPASS ARRANGEMENT

- PE-DG-375-100-M003
 PE-DG-375-100-M004
 PE-DG-375-100-M006
 PE-DG-375-100-M007
- (HYD)
 - (HYD)
 - (HYD)
 - (HYD)
 - (HWR)
 - (HYD)
 - (BPL)
 - (HWR)
 - (HWR)
 - (HWR)
 - (HWR)
 - (HWR)
 - (HWR)
 - (HWR)

NOTES

- ALL DIMENSIONS ARE IN MM'S AND LEVELS ARE IN METRES.
- ALL ELEVATIONS INDICATED IN THE DRG. ARE W.R.T. POWER HOUSE GROUND FLOOR ELEVATION AS 0.00M.
- EQUIPMENTS SHOWN IN THIS DRAWING WHICH ARE NOT COVERED UNDER TG PACKAGE ARE INDICATIVE ONLY.
- EQUIPMENTS & FACILITIES SHOWN FOR PACKAGES OTHER THAN TG PACKAGE ARE SUGGESTIVE ONLY HOWEVER IT IS PREFERRED THAT SIMILAR DETAILS BE ENSURED FORM RESPECTIVE PACKAGE VENDORS.

OWNER: LALITPUR POWER GENERATION COMPANY LTD

OWNER CONSULTANT: TATA CONSULTING ENGINEERS BANGALORE, INDIA

LALITPUR SUPER THERMAL POWER PROJECT-3X660MW LALITPUR, UTTAR PRADESH

BHARAT HEAVY ELECTRICALS LTD POWER SECTOR PROJECT ENGINEERING MANAGEMENT NOIDA

JOB NO. 375
 STATUS CONTRACT
 DISTRIBUTION

REV.	DATE	ALTD	CHD	APPD	DEPT.	NAME	SIGN	DATE
					DESIGN	DEEPAK		21.05.2011
					CHK	BKA		21.05.2011
					APPD	MAIL JOSHI		21.05.2011

TITLE: T.G. EQUIPMENT LAYOUT PLAN AT EL. 17.0M

DEPT. SCALE 1:175 DRAWING NO. PE-DG-375-100-M005 SHEET 1 OF 1 REV. 00

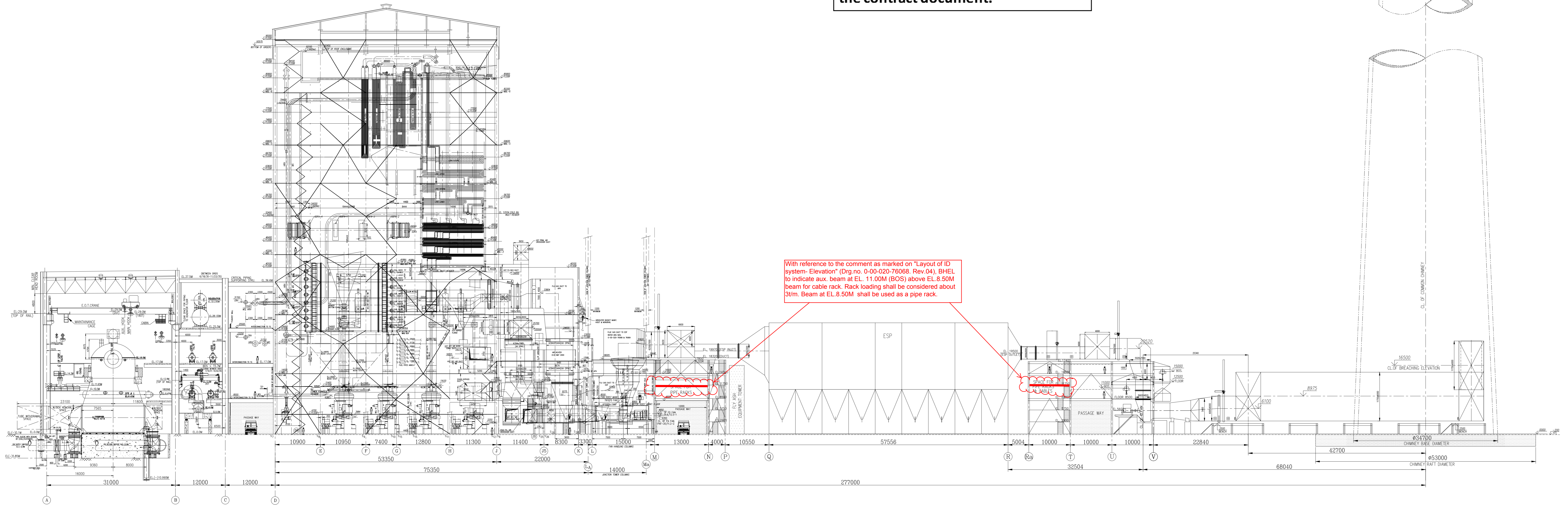
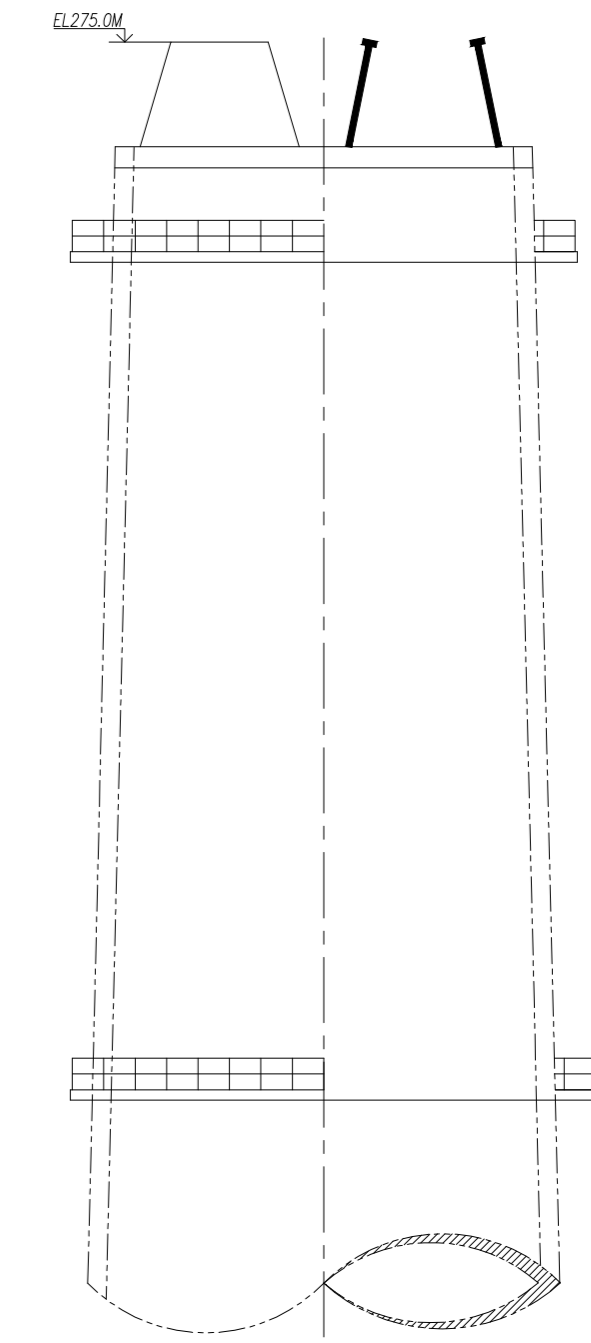


LPGCL

APPROVED WITH COMMENTS

CATEGORY- II

This approval of this drawing / document does not relieve the contractor, of his contractual obligations, mentioned elsewhere in the contract document.



With reference to the comment as marked on "Layout of ID system- Elevation" (Drg no. 0-00-020-76068, Rev.04), SHEL to indicate aux. beam at EL. 11.00M (BOS) above EL.8.50M beam for cable rack. Rack loading shall be considered about 30/m. Beam at EL.8.50M shall be used as a pipe rack.

REFERENCE DRS:-

1. T.G. EQUIPMENT PLAN AT 0.0M
2. T.G. EQUIPMENT PLAN AT 8.5M
3. T.G. EQUIPMENT PLAN AT 17.0M
4. T.G. EQUIPMENT LAYOUT PLAN AT DEGENERATOR FLOOR
5. GENERAL ARRANGEMENT OF BOILER SECTIONAL SIDE ELEVATION
6. GENERAL ARRANGEMENT OF ID SYSTEM SIDE ELEVATION

- PE-DG-375-100-M003
- PE-DG-375-100-M004
- PE-DG-375-100-M005
- PE-DG-375-100-M006
- 0-00-022-75950 (TRY)
- 0-00-020-76068 (TRY)

NOTES

1. ALL DIMENSIONS ARE IN MM'S AND LEVELS ARE IN METRES.
2. ALL ELEVATIONS INDICATED IN THE DRG. ARE W.R.T. POWER HOUSE GROUND FLOOR ELEVATION AS 0.00M, WHICH CORRESPONDS TO RL(+325.94) & BOILER PAVED LEVEL IS EL(-)0.200M WHICH CORRESPONDS TO RL(+325.94).
3. EQUIPMENTS SHOWN IN THIS DRAWING WHICH ARE NOT COVERED UNDER TG PACKAGE ARE INDICATIVE ONLY.
4. EQUIPMENTS & FACILITIES SHOWN FOR PACKAGES OTHER THAN TO PACKAGE ARE SUGGESTIVE ONLY HOWEVER IT IS PREFERRED THAT SIMILAR DETAILS BE ENSURED FROM RESPECTIVE PACKAGE VENDORS.

LPDCL DRG No. : BE-LAL-EMV-101-B-0022

OWNER: LALITPUR POWER GENERATION COMPANY LTD

OWNER CONSULTANT: TATA CONSULTING ENGINEERS BANGALORE, INDIA

3x660MW LALITPUR SUPER THERMAL POWER PROJECT LALITPUR, UTTAR PRADESH

JOB NO. 375
STATUS CONTRACT
DISTRIBUTION

BHARAT HEAVY ELECTRICALS LTD
POWER SECTOR
PROJECT ENGINEERING MANAGEMENT
NOIDA

REV.	DATE	ALTD	CHD	APPD	REV.	DATE	ALTD	CHD	APPD
01	24.03.2012	LWS	DEEPAK	RAJ	01	14.09.2011	JK	SAJ	DEEPAK/RAJ SAJ

DEPT	NAME	SIGN	DATE
DESIGN	DEEPAK	SAJ	06.06.2011
CHD	RAJ	SAJ	06.06.2011
APPD	DEEPAK	SAJ	06.06.2011

TITLE CROSS SECTION OF MAIN PLANT

DEPT. SCALE 1:350
DRAWING NO. PE-DG-375-100-M007
SHEET 1 OF 1 REV. 02

COPY RIGHT AND CONFIDENTIAL
The information on this document is the property of Bharat Heavy Electricals Limited
It must not be used directly or indirectly to the interest of the Company.

COMPUTER FILE NAME: 375_100_M007_02

Rev 01
1st June
2012

SPECIAL CONDITIONS OF CONTRACT (SCC)

(Document No PS:MSX:SCC)

BHARAT HEAVY ELECTRICALS
LIMITED



SPECIAL CONDITIONS OF CONTRACT (SCC)

Contents

SN	DESCRIPTION	Chapter	No. OF PAGES
1	General Intent of the Specifications	Chapter-I	
2	General Services to be rendered by the Bidder	Chapter-II	
3	General Technical Requirements (Codes and Standards)	Chapter-III	
4	Obligations of Contractor (In respect of Tools, Tackles, Consumables, etc employment of supervisory staff and workmen)	Chapter-IV	
5	Responsibilities of Contractor (In respect of employment of Labour, Supervisory staff, etc)	Chapter-V	
6	Material Handling, Storage, Preservation, etc	Chapter-VI	
7	Drawings and Documents	Chapter-VII	
8	Inspection and Quality	Chapter-VIII	
9	HSE & OHSAS Obligations	Chapter-IX	
10	RA Bill Payment	Chapter-X	
11	Performance Monitoring	Chapter-XI	
12	Suspension of Business Dealings	Chapter-XII	

SPECIAL CONDITIONS OF CONTRACT (SCC)

Chapter - I : General Intent of Specifications

1.0	INTENT OF THE SPECIFICATION
1.1	The intent of this erection specification is to provide services for execution of the project according to most modern and proven techniques and codes. The omission of specific reference to any method, equipment or material necessary for the proper and efficient services towards installation of the plant shall not relieve the contractor of the responsibility of providing such services / facilities to complete the work or portion of work awarded to him. The quoted / accepted rates / price shall deem to be inclusive of all such contingencies.
1.2	The work shall conform to dimensions and tolerances given in various drawings and documents that will be provided during erection. If any portion of works is found to be defective in workmanship and not conforming to drawings / documents or other stipulations, the contractor shall dismantle and re-do the work duly replacing the defective materials at their own cost, failing which recoveries, as determined by BHEL, shall be effected from contractor's bills.
1.3	It is not the intent of this specification to specify herein all the details of erection and commissioning. However, the system shall conform in all respects to high standards of quality and workmanship for performing the required duties in a manner acceptable to purchaser who will interpret the meaning of drawings and specifications and shall be entitled to reject any work or material, which in his judgments is not in full accordance herewith.
1.4	The omission of specific reference to any fabrication / erection or other method, equipment or material necessary for proper and efficient working of the plant shall not relieve the tenderer of the responsibility of providing such facilities to complete the work at quoted rates. Any mismatch/ defect found due to mistake in fabrication / erection shall have to be rectified by the vendor free of cost. Inspection by BHEL/Customer does not relieve vendor of his responsibility of executing quality erection.
1.5	The work covered under this specification is of highly sophisticated nature, requiring the best quality workmanship, supervision, engineering and construction management. The contractor should ensure proper planning and successful and timely completion of the work to meet the overall project schedule. The contractor must deploy adequate quantity of tools & plants, modern / latest construction aids etc. He must also deploy adequate trained, qualified and experienced supervisory staff and skilled personnel.

SPECIAL CONDITIONS OF CONTRACT (SCC)

Chapter - I : General Intent of Specifications

1.6	Contractor shall erect and commission all the equipments and auxiliaries as per the sequence & methodology prescribed by BHEL depending upon the technical requirements. Availability of materials and fronts will decide this. BHEL Engineer's decision regarding correctness of the work and method of working shall be final and binding on the contractor. No claims for extra payment from the contractor will be entertained on the ground of deviation from the methods / sequence adopted in erection of similar sets elsewhere.
1.7	Following shall be the minimum responsibility of contractor and have to be provided within finally accepted rates / prices:
1.7.1	Provision as required of all types of labour, supervisors, engineers, watch and ward, tools & tackles, calibrated MMEs (Monitoring and Measuring Equipment) as specified and otherwise required for the work, consumables for erection, testing and commissioning including material handling
1.7.2	Achieving Proper out-turn / Turn-over as per BHEL plan and commitment.
1.7.3	Completion of work as per BHEL Schedule
1.7.4	Good quality and accurate workmanship for proper performance of the equipment
1.7.5	Repair and rectification
1.7.6	Preservation / Re-conservation of all components during storage / erection / commissioning till handing over.

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter - II : General Services to be rendered by the Bidder

2.0	GENERAL SERVICES TO BE RENDERED BY THE BIDDER
2.1	Services for construction, fabrication, equipment erection testing as well as trial run & commissioning of various equipment and accessories under the contract shall include but not be limited to the following:
2.2	Issuing materials from store/open yard from time to time for erection as per the construction programme. The Contractor shall be the custodian of all the materials issued till the plant/equipment is officially taken over by the owner / BHEL after complete erection any successful trial run & commissioning.
2.3	Transport of material to their respective places of erection and erection of the complete plant & equipment as supplied under this specification.
2.4	Trial run and commissioning of individual equipment / sub-systems to the satisfaction of Owner/BHEL.
2.5	Deployment of all skilled and unskilled manpower required for erection, supervision of erection, watch & ward, commissioning and other services to be rendered under this specification.
2.6	Deployment of all erection tools & tackle, construction machinery, transportation vehicles and all other implements in adequate number and size, appropriate for the erection work to be handled under scope of this specification except otherwise specified.
2.7	Supply of all consumables, eg welding electrodes, cleaning agents, diesel oil, lubricant etc as well as materials required for temporary supports, scaffolding etc as necessary for such erection work, unless specified other wise.
2.8	Providing support services for the contractor's erection staff eg construction of site offices, temporary stores, residential accommodation and transport to work site for erection personnel, watch and ward for security and safety of the materials under the Contractor's custody etc. as required.
2.9	Maintaining proper documentation of all the site activities undertaken by the Contractor as per the proforma mutually agreed with BHEL, Submission of monthly progress reports and any such document as and when desired by BHEL/owner, taking approval of all statutory authorities i.e Boiler Inspector, Factory Inspector, Inspector of Explosives etc , as applicable for respective portions of work fall under the jurisdiction of such statutes of laws.
2.10	Any other service, although not specifically called for but required for a contract of the size and nature indicated in the specification.

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter - III : General Technical Requirements (Codes and Standards)

3.0	GENERAL TECHNICAL REQUIREMENTS (CODES AND STANDARDS)
3.1	Except where otherwise specified, the plant/equipment shall comply with the appropriate Indian Standard or an agreed internationally accepted Standard Specification as mentioned elsewhere in contract specifications, each incorporating the latest revisions at the time of tendering. Where no internationally accepted standard is applicable, the Bidder shall give all particulars and details as necessary, to enable BHEL to identify all of the plant/equipment in the same detail as would be possible had there been a Standard Specification.
3.2	Where the Bidder proposes alternative codes or standards he shall include in his tender one copy (in English) of each Standard Specification to which materials offered shall comply. In such case, the adopted alternative standard shall be equivalent or superior to the standards mentioned in the specification.
3.3	In the event of any conflict between the codes and standards referred above, and the requirements of this specification, the requirements which are more stringent shall govern.
3.4	Tools used during erection and commissioning shall not be accepted except with the specific approval of the Engineer.

SPECIAL CONDITIONS OF CONTRACT (SCC)

Chapter - IV : Obligations of Contractor

4.0	OBLIGATIONS OF CONTRACTOR
4.1	CONSUMABLES & OTHER ITEMS
4.1.1	The contractor shall provide within finally accepted price / rates, all consumables (excepting those indicated in BHEL scope) like welding electrodes (including alloy steel and stainless steel), filler wires, TIG filler wires (over & above as supplied by the unit along with the plant materials, which will be given free of cost to bidder), gases (inert, welding, cutting), soldering material, dye penetrants, radiography films, etc. Other erection consumables such as tapes, jointing compound, grease, mobile oil, M-seal, Araldite, petrol, CTC / other cleaning agents, grinding and cutting wheels are to be provided by the contractor. Steel, packers, shims, wooden planks, scaffolding materials hardware items etc required for temporary works such as supports, scaffoldings are to be arranged by the contractor. Sealing compounds, gaskets, gland packing, wooden/concrete sleepers, for temporary work, required for completion of work except those which are specifically supplied by manufacturing unit are also to be arranged by the contractor.
4.1.2	All the shims, gaskets and packing, which go finally as part of plant equipment, shall be supplied by BHEL free of cost.
4.1.3	It shall be the responsibility of the contractor to plan the activities and store sufficient quantity of consumables. Non-availability of any consumable materials or equivalent suggested by BHEL cannot be considered as reason for not attaining the required progress or for additional claim.
4.1.4	<u>TIG Filler wire for Boiler and Filler wires for Electrodes for P91/T91 piping:</u> These shall be supplied by BHEL free of cost as supplied by BHEL Manufacturing Units as part of regular supply. Required quantity as arrived at by calculation / standards will only be supplied. It would be the contractors' responsibility to account for the consumption of these filler wires. Additional consumption beyond standard / calculated quantity will be at cost recovery basis only unless and otherwise accounted for. Surplus quantity of TIG filler wire, if any, shall be properly stored and returned to BHEL stores.
4.1.5	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. 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 number, date of expiry etc and produce test certificate for each lot / batch with correlation of batch / lot number with respective test certificate. No electrode without a valid test certificate will to be used.

SPECIAL CONDITIONS OF CONTRACT (SCC)

Chapter - IV : Obligations of Contractor

4.1.6	BHEL reserves the right to reject the use of any consumable including electrodes, gases, lubricants / special consumables if it is not found to be of the required standard / make / purity or when shelf life has expired. Contractor shall ensure display of shelf life on consumable wherever required and records maintained.
4.1.7	Storage of all consumables including welding electrodes shall be done as per requirement / instruction of the Engineer by the contractor at his cost.
4.1.8	In case of improper arrangement for procurement of any consumable, BHEL reserves the right to procure the same from any source and recover the cost from the Contractor's first subsequent bill at market value plus the departmental charges of BHEL from time to time. Postponement of such recovery is normally not permitted. The decision of Engineer in this regard shall be final and binding on the Contractor.
4.1.9	All lubricants and chemicals required for pre-commissioning, commissioning, testing, preservation and lubricants for trial runs of the equipment shall be supplied by BHEL / BHEL's client. All services including labour and T&P will be provided by the contractor for handling, filling, emptying, refilling etc. The consumption of lubricants / chemicals shall be properly accounted for. Surplus material if any shall be properly stacked/tagged and returned to BHEL/ CUSTOMER stores at no extra cost to BHEL. BHEL reserves the right to recover costs for wastage by the contractor.
4.1.10	Transportation of oil drums, from stores, filling of oil for flushing, first filling, subsequent changeover if any, topping/making up till the unit is fully commissioned and handed over to customer is included in scope of this contract. The contractor shall have to return all the empty drums to BHEL / BHEL's client store at no extra cost. Any loss / damage to above drums shall be to contractor's account.
4.1.11	All charges on account of Octroi, terminal or sales tax and other duties on materials obtained from any source for carrying out the works in the scope of the contractor shall be borne by the contractor.
4.2	TOOLS AND PLANTS / MONITORING AND MEASURING EQUIPMENT (MMEs)
4.2.1	T&Ps and MMEs to be provided by Contractor
4.2.1.1	All T&Ps and MMEs excepting those specifically indicated in BHEL scope are to be provided by the Contractor. Contractor has to make his own arrangement at his cost for completing the formalities (including arrangement of Road permits, if any) if required with Sales Tax/VAT authorities, for bringing their materials, plants and equipments at site for the execution of work under this contract.

SPECIAL CONDITIONS OF CONTRACT (SCC)

Chapter - IV : Obligations of Contractor

4.2.1.2	All suitable cranes, lifting and transport equipments for material handling at stores/yard/siding of BHEL/Customer are included in scope. BHEL's cranes will not be available for this purpose unless otherwise specifically permitted as per contract conditions
4.2.1.3	All T&Ps to be deployed by the contractor shall have the approval of BHEL Engineer with regard to brand, quality and specification.
4.2.1.4	Indicative list of Major T&Ps in the scope of Contractor are given in the Technical Conditions of Contract. Bidders to note that these are only indicative and as such all other T&P necessary for timely and satisfactory completion of work in scope shall be mobilized by Contractor
4.2.1.5	Timely deployment of adequate T&Ps is the responsibility of the contractor. The contractor shall be prepared to augment the T&P at short notice to match the planned programme and to achieve the milestones.
4.2.1.6	Contractor shall maintain and operate his tools and plants in such a way that major breakdowns are avoided. In the event of major breakdown, contractor shall make alternative arrangements expeditiously so that the progress of work is not hampered.
4.2.1.7	In the event of contractor failing to arrange the required tools, plants, machinery, equipment, material or non-availability of the same owing to breakdown, BHEL will make alternative arrangement at the risk and cost of the contractor. Decision of BHEL shall be final and binding on the contractor
4.2.1.8	The T&P to be arranged by the contractor shall be in proper working condition and their operation shall not lead to unsafe condition. The movements of cranes, and other equipment should be such that no damage / breakage occurs to foundations, other equipments, material, property and men. All arrangements for the movement of the T&P etc shall be the contractor's responsibility.
4.2.1.9	Use of welding generators/ rectifiers only shall be permitted for welding. Use of welding transformers will be subject to specific approval of BHEL engineer.
4.2.1.10	The contractor at his cost shall carry out periodical testing of his construction equipments. Test certificates shall be furnished to BHEL.
4.2.1.11	Contractor shall ensure deployment of serviced and healthy T&Ps including cranes, lifting tackles, wire ropes, manila ropes, winches and slings etc. History card and maintenance records for major T&Ps will be maintained by the contractor and will be made available to BHEL Engineer for inspection as and when required. Fitness certificate / Test Certificates of T&P shall have to be submitted before it is put in use. Identification for such T&Ps will be done as per BHEL Engineer's advice.

SPECIAL CONDITIONS OF CONTRACT (SCC)

Chapter - IV : Obligations of Contractor

	BHEL reserves the right to permit only new slings up to 20 mm and lifting tackles up to 3 MT capacities.
4.2.1.12	Contractor shall ensure deployment of reliable and calibrated MMEs (Inspection measuring and Monitoring equipment). The MMEs shall have test / calibration certificates from authorized / Government approved / accredited agencies traceable to National / International standards. Each MME shall have a label indicating calibration status i.e. date of calibration, calibration agency and due date for calibration. A list of such instruments deployed by contractor at site with its calibration status is to be submitted to BHEL Engineer for control.
4.2.1.13	Re-testing / re-calibration shall also be arranged at regular intervals during the period of use as advised by BHEL Engineer within the contract price. The contractor will also have alternate arrangements for such MME so that work does not suffer when the particular instrument is sent for calibration. If any MMEs not found fit for use, BHEL shall have the right to stop the use of such item. It will be necessary for the contractor to deploy proper item. Any readings taken by the defective instrument will be recalled and repeat the readings taken by that instrument with a proper one. In case he fails to do so, BHEL may deploy MMEs and retake the readings at contractor's cost.
4.2.1.14	BHEL shall have lien on all T&P, MMEs and other equipment of the contractor brought to the site for the purpose of erection, testing and commissioning. BHEL shall continue to hold the lien on all such items throughout the period of contract / extended period. The contractor and / or his sub-contractors, without the prior written approval of the Engineer, shall remove no material brought to the site.
4.2.1.15	The month wise T&P deployment plan to execute the work is to be submitted as per relevant format as per the instruction of BHEL. It shall be the contractor's responsibility to deploy the required T&P, for timely and successful completion of the job, to any extent.
4.2.2	Obligations in respect of T&Ps and MMEs provided by BHEL
4.2.2.1	T&P / MMEs being provided by BHEL to sub-contractor free of hire charges shall be shared by other subcontractors working for BHEL at site and the allotment done by BHEL Engineer shall be final and binding.
4.2.2.2	BHEL T&P will be issued in basic assembled condition. Additional loose components / sub-assemblies / attachments as and when necessary, will be issued by BHEL. Assembly of such additional loose components/sub-assemblies/ attachments is in contractor's scope.
4.2.2.3	In case of non-availability of the T&Ps to be provided by BHEL due to breakdown, major overhauls, distribution pattern or any other reason, the contractor shall plan /

SPECIAL CONDITIONS OF CONTRACT (SCC)

Chapter - IV : Obligations of Contractor

	amend / alter his activities to meet erection / commissioning targets in consultation with BHEL.
4.2.2.4	void
4.2.2.5	The contractor shall engage trained and experienced operators for the operation of BHEL's T&Ps. Their skill / performance will be checked by BHEL Engineer before they are allowed to operate the same. However checking of skills by BHEL does not absolve the contractor of his responsibilities for proper and safe handling of equipment, consistent good performance of operators and regular performance evaluation of operators.
4.2.2.6	<p>The day to day operation and maintenance of BHEL's T&Ps (Other than cranes) shall be carried out by contractor as per manufacturer's / BHEL's maintenance schedule at his cost. The contractor shall arrange, at his own cost, trained operators, fuel and other consumables for their operation. BHEL shall arrange all spares needed for upkeep of major T&Ps provided like Huck Bolting Machine*, DG Set, Induction Machine and Hydraulic Test pumps. The contractor has to arrange for fixing of the spares; supervision in specialized cases will be provided by BHEL. For upkeep of all other T&Ps supplied by BHEL, spares shall be arranged by the Contractor. BHEL supplied T&Ps shall be maintained in good working condition during the entire period of use. T&Ps in defective / damaged condition shall be rectified promptly to the full satisfaction of BHEL engineer. Contractor shall maintain records for maintenance of major T&Ps. These shall be made available for inspection whenever required. In case of any lapses on the part of the contractor, BHEL at its own discretion shall get the servicing / repair of equipment done at the risk and cost of the contractor along with BHEL overheads. Further, if there are breakdowns / damages due to negligence of the contractor, the complete service / repair charges and cost of all the spares damaged with BHEL overheads shall be recovered from contractor's RA bills.</p> <p>*: for operation and maintenance of ESP Huck bolting machine, BHEL shall provide the basic power rig and hose. Balance toolings ie Guns, chuck jaws etc are to be arranged by contractor.</p>
4.2.2.7	void
4.2.2.8	Increasing / shortening of the crane boom to suit work requirements shall have to be arranged by the indenting contractor at his cost including restoration to a state as directed by BHEL. All necessary manpower tools, support, consumables, illumination etc. will have to be arranged by contractor at his cost. If required,

SPECIAL CONDITIONS OF CONTRACT (SCC)

Chapter - IV : Obligations of Contractor

	contractor has to return the crane with original boom.
4.2.2.9	The area and infrastructure development of the area to be carried out by the customer. However in construction projects of this magnitude it is possible that all the areas / approaches may not be ready. In such cases backfilling of approaches where ever necessary, 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. No compensation on this account shall be payable.
4.2.2.10	In the event of contractor not using and maintaining BHEL T&Ps according to BHEL's instructions. BHEL will have the right to withdraw such item without any notice and no claim in this regard shall be entertained and contractor shall be responsible for delay in execution on this account.
4.2.2.11	The contractor shall furnish regular utilization report of the BHEL T&Ps, as per requirement of BHEL.
4.2.2.12	Any loss / damage to any part of BHEL T&Ps and MMEs shall be to the contractor's account and any expenditure on these accounts by BHEL will be recovered from the contractor's bill in case the contractor fails to make good the loss.
4.2.2.13	It shall be responsibility of the contractor to take delivery of T&Ps and MMEs from stores or place of use by other contractor at project site, transport the same to site and return the same to BHEL store / place as intimated by Engineer in project site in good working conditions after use.
4.2.2.14	The contractor shall return BHEL T&Ps and MMEs issued to him in good working condition as and when desired by BHEL (on completion or reduction of workload). If contractor delays return of T&P and MME, hire charges as applicable shall be levied by BHEL from time, it was requisitioned till the time of actual return. T&Ps and MMEs returned in damaged / unserviceable condition shall be got repaired by BHEL at its own discretion and entire cost of repair with BHEL overheads shall be recovered from the contractor.
4.2.2.15	Replacement cost including BHEL overheads in respect of irreparable / completely damaged / non return of T&Ps and MMEs shall be recovered from the contractor's running / final bills

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter - IV : Obligations of Contractor

4.2.2.16	Obligations in respect of Cranes provided by BHEL
a)	BHEL will make available the cranes (as per Technical Conditions of Contract) free of charge to the contractor on sharing basis mainly for the purposes enumerated/indicated therein. BHEL cranes have to be shared with other agencies / contractors of BHEL. The allocation of cranes shall be the discretion of BHEL engineer, which shall be binding on the contractor.
b)	BHEL Cranes may be initially issued in basic assembled condition. Any alteration/addition like boom reduction / extension, assembly of components/sub-assemblies needed for modulating the capacity/reach/other features of cranes and restoration to the state as directed by BHEL shall be the contractor's responsibility.
c)	<p>In case the BHEL cranes are not covered under AMC of BHEL, then the day-to-day upkeep and running maintenance like filling / topping up of lubricants, changing filters, etc including repair of self starter and dynamo of these cranes shall be the responsibility of the contractor. If on checking it is found that the same is not followed, BHEL will exercise its right to get the job/works done at the risk and cost of contractor.</p> <p>In case BHEL cranes are covered under AMC awarded by BHEL, then the day-to-day upkeep and running maintenance as described above are excluded from scope. However any additional helpers if any required during Preventive/Breakdown Maintenance, Assembly/disassembly shall be provided by contractor at no extra cost.</p> <p>BHEL may also provide cranes through crane hiring agencies in which case the day-to-day upkeep and running maintenance shall be excluded from scope of contractor.</p>
d)	Minor consumables like cotton cloth, cotton waste, etc is to be supplied by Contractor. All spares and lubricants/grease is excluded from scope. Contractor to give the requirements of these items well in advance in case the cranes provided by BHEL are BHEL owned cranes.
e)	Unless otherwise specified, trained operators for BHEL owned cranes shall be provided by the contractor. These operators should possess valid license for heavy vehicle.
f)	BHEL cranes will be withdrawn for regular and capital maintenance as per the respective schedule of maintenance. As far as possible such schedules will be intimated to the contractor in advance and may be adjusted depending on the work requirements at site. However no claim whatsoever will be entertained on account

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter - IV : Obligations of Contractor

	of non-availability of cranes.
g)	Where the services of the cranes provided by BHEL are to be shared by other agencies/ contractors of BHEL, the contractor's responsibilities defined above will also be apportioned accordingly to the beneficiary agency. Working arrangements in this regard will be done at site by BHEL engineer and in any case his decision shall be final and binding.
h)	Major breakdowns will be attended to by BHEL. However, in case of breakdowns or damages due to negligence of the contractor, the complete service/repair charges including cost of spares shall be to the account of the contractor, along with BHEL overheads.
4.2.2.17	Obligations in respect of Construction Lift/Elevators provided by BHEL
a)	The total erection including commissioning, maintenance, statutory clearances shall be included in scope of work. Supervision by the original equipment supplier or their authorized agency shall be arranged for by BHEL, in case found necessary.
b)	All day to day and routine maintenance and checking is to be carried out by the contractor as per the recommendations of the supplier. He should periodically check the brakes and carry out the all works to ensure the safety of all those using the lift/elevator. BHEL shall arrange spares required for upkeep of Construction lift/elevator
c)	The construction lift/elevator should never be overloaded as this can lead to serious accidents. Ensuring all safety aspects in operation of the lift shall be the responsibility of the contractor. Erection of all the required number of landing platforms is included in scope. Landing platforms are to be provided with proper barricades and hand railings.
d)	After completion of contractual scope of work or as per BHEL advice, the temporary elevator/lift shall be dismantled and handed over to BHEL neatly identified/tagged. Temporary structures/platforms etc erected for the elevators/lifts are also to be dismantled and materials to be returned to stores as applicable. The construction and dismantling of the foundations required for the construction/elevator lifts is included in the scope of the contractor.

SPECIAL CONDITIONS OF CONTRACT (SCC)
**Chapter – V : Responsibilities of Contractor in respect of Labour,
 Supervisory Staff, etc.**

5.0	RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF LABOUR, SUPERVISORY STAFF, ETC.
5.1	Refer relevant clauses of General Conditions of Contract (GCC) also in this regard
5.2	The contractor shall deploy all the necessary skilled/semiskilled/ unskilled labour including highly skilled workmen etc. These workmen should have previous experience on similar job. They shall hold valid certificates wherever necessary. BHEL reserves the right to insist on removal of any employee of the contractor at any time if he is found to be unsuitable and the contractor shall forthwith remove him.
5.3	Contractor shall also comply with the requirements of local authorities/ project authorities calling for police verification of antecedents of the workmen, staff etc.
5.4	It is the responsibility of the contractor to engage his workmen in shifts and or on overtime basis for achieving the targets set by BHEL. This target may be set to suit BHEL's commitments to its customer or to advance date of completion of events or due to other reasons. The decision of BHEL in regard to setting the erection and commissioning targets will be final and binding on the contractor.
5.5	Contractor shall provide at different elevation suitable arrangement for urinal and drinking water facility with necessary plumbing & disposal arrangement including construction of septic tank. These installations shall be maintained in hygienic condition at all times.
5.6	The Contractor in the event of engaging 20 or more workmen, shall obtain Independent license under the Contract labour (Regulation and Abolition) Act 1970 from the concerned authorities based on Form-V issued by the Principal Employer/Customer. In order to issue Form-V by Customer, Contractor shall fulfill all Statutory requirements like Insurance Policy, PF Code/PF Account number etc as per the requirement of BHEL/Customer
5.7	Contractor shall deduct the necessary amount towards Provident Fund and contribute equal amount as per Government of India laws. This amount will be deposited regularly to the provident Fund Commissioner. BHEL/Customer may insist for submission of the account code duly certified by PF Commissioner
5.8	Contractor may also be required to comply with provisions of ESI Act in vogue if applicable and submit evidence to BHEL.
5.9	BHEL / customer may insist for witnessing the regular payment to the labour. They may also like to verify the relevant records for compliance with statutory requirements. Contractor shall enable such facilities to BHEL / Customer.

SPECIAL CONDITIONS OF CONTRACT (SCC)

Chapter – V : Responsibilities of Contractor in respect of Labour, Supervisory Staff, etc.

5.10	Contractor shall deploy only qualified and experienced engineers/ supervisors. They shall have professional approach in executing the work.
5.11	The contractor's supervisory staff shall execute the work in the most professional manner in the stipulated time. Accuracy of work and aesthetic finish are essential part of this contract. They shall be responsible to ensure that the assembly and workmanship conform to dimensions and tolerances given in the drawings/instructions given by BHEL engineer from time to time.
5.12	The supervisory staff employed by the contractor shall ensure proper outturn of work and discipline on the part of the labour put on the job by the contractor. Also in general they should see that the works are carried out in a safe and proper manner and in coordination with other labour and staff employed directly by BHEL or other contractors of BHEL or BHEL's client.
5.13	It is the responsibility of the contractor to arrange gate pass for all his employees, T&P etc for entering the project premises. Necessary coordination with customer officials is the responsibility of the contractor. Contractor to follow all the procedures laid down by the customer for making gate passes. Where permitted, by customer / BHEL, to work beyond normal working hours, the contractor shall arrange necessary work permits for working beyond normal working hours.
5.14	The actual deployment will of Labour and Engineer/supervision staff shall be so as to satisfy the erection and commissioning targets set by BHEL. If at any time, it is found that the contractor is not in a position to deploy the required engineers/supervisors/workmen due to any reason, BHEL shall have the option to make alternate arrangements at the contractor's risk and cost. The expenditure incurred along with BHEL overheads thereon shall be recovered from the contractor
5.15	Contractor shall not deploy women labour at night.

I

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter – VI: Material Handling, Storage & preservation

6.0	MATERIAL HANDLING, STORAGE AND PRESERVATION ETC
6.1	MATERIAL HANDLING AND STORAGE
6.1.1	All the equipments/materials furnished under this contract shall be received from the project stores, sheds / storage yards and transported to pre assembly area / erection site and stored in the storage spaces in a manner so that they are easily retrievable till the contractor erects them. While drawing/lifting material from BHEL / customer stores, the contractor shall ensure that the balance / other materials are stacked back immediately. No claim is admissible on this account
6.1.2	While BHEL will endeavor to store / stack / identify materials properly in their open / close / semi closed / tarpaulins covered storage yard / shed, it shall be contractor's responsibility to assist BHEL in identifying materials well in time for erection. They should take the delivery of the same, following the procedure indicated by BHEL, and transport the material safely to pre-assembly yard / erection site in time, according to program.
6.1.3	The contractor shall take delivery of components, equipment / consumables from storage area after getting the approval of BHEL Engineer on standard indent forms.
6.1.4	The contractor shall identify and deploy necessary Engineers / supervisors / workmen for the above work in sufficient number as may be needed by BHEL, for areas covering their scope.
6.1.5	All the equipment shall be handled very carefully to prevent any damage or loss. No untested wire ropes / slings etc. shall be used for unloading / handling. The equipment shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the stores shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at site.
6.1.6	Contractor shall ensure that while lifting slings shall be put over the points indicated on the equipment or as indicated in the manufacturer's drawings. Slings / shackles of proper size shall be used for all lifting and rigging purposes. All care shall be taken to safe guard the equipment against any damage. Dragging of piping / valves should be avoided. In case of any damage the cost shall be covered from the contractor.
6.1.7	Approach road conditions from the stores / yards to the erection site may not be equipped and ideal for smooth transportation of the equipment. Contractor

SPECIAL CONDITIONS OF CONTRACT (SCC)

Chapter – VI: Material Handling, Storage & preservation

	may have to be adequately prepared to transport the materials under the above circumstances without any extra cost. . The contractor may familiar himself with soil conditions at site.
6.1.8	Contractor shall be responsible for examining all the plant and materials issued to him and notify the Engineer immediately of any damage, shortage, discrepancy etc before they are moved out of the stores / storage area. The contractor shall be solely responsible for any shortages or damages in transit, handling, storage and erection of the equipment once received by him. As the erection work will be spread in different areas / locations of the project, contractor has to arrange sufficient number of watch / ward personal to avoid any pilferage of material
6.1.9	The contractor shall maintain an accurate and exhaustive record-detailing out the list of all equipment received by him for the purpose of erection and keep such record open for the inspection of the engineer at any time.
6.1.10	All the material in the custody of contractor and stored in the open or dusty locations must be covered with suitable weather proof / fire retardant covering material wherever applicable and shall be blocked up on raised level above ground. All covering materials including blocks and sleeper shall be arranged by the contractor at his cost.
6.1.11	If the material belonging to the contractor are stored in area other than those earmarked for his operation the engineer will have the right to get it moved to the area earmarked for the contractor at the contractors risk and cost.
6.1.12	The contractor shall be responsible for making suitable indoor storage facilities to store all equipment (drawn by the contractor from BHEL / customer stores), which require indoor storage till the time of their installation. The Engineer will direct the contractor in this regard, which item in his opinion will require indoor storage, and the contractor shall comply with Engineer's decision.
6.1.13	The contractor shall ensure that all surplus / damaged / scrap / unused material, packing wood / containers/ special transporting frames etc are returned to BHEL at a place in project area identified by the Engineer. The contractor will maintain an account for all items received and returned to BHEL. Any shortage in returning such items shall be chargeable to the contractor except allowable wastage for packing wood only.
6.1.14	The contractor shall hand over all parts / materials remaining extra over the normal requirement with proper identification tags to the stores as directed by the concerned BHEL engineer.

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter – VI: Material Handling, Storage & preservation

6.1.15	The contractor shall ensure that all the packing materials and protective devices installed on equipment during transit and storage are removed before installation.
6.1.16	It shall be the responsibility of the contractor to keep the work / storage areas in neat, tidy and working conditions. All surplus/unusable packing and other materials shall be removed and deposited at location(s) specified by BHEL within the project premises. If required weighing of the same within the project premises will have to be carried out.
6.2	PRESERVATION OF COMPONENTS
6.2.1	After taking delivery from BHEL / customer's stores, plant materials storage shall be subjected to the following protection besides other provisions indicated in these specifications elsewhere.
6.2.1.1	Items stored outdoors shall be stacked up at least six inches (6") off the ground. Items should not be stored in a low lying area where water logging is a possibility. Contractor should have sufficient numbers of wooden / concrete / steel sleepers for the job.
6.2.1.2	Motors, valves, electrical equipment, control equipment and instruments, and special or precision items requiring special care, etc shall be stored indoors. Motor windings shall be kept dry by use of external heat or space heaters.
6.2.1.3	Bearings and other wearing surfaces of plant materials shall be protected against corrosion and kept clean and should be regularly monitored.
6.2.1.4	Insulation materials shall be stored indoors or otherwise protected against getting wet/ damaged, using suitable measures and should be protected from direct rain.
6.2.2	It shall be the responsibility of the contractor to apply preservatives / touch up paints (primer) on equipment handled and erected by him till such time of final painting. It shall be contractor's responsibility to arrange for required paints (primer), thinners, labour, scaffolding materials, cleaning materials like wire brush, emery sheets, etc, cleaning of surface and provide one coat of preservatives / paints (primer) from time to time as decided by BHEL engineer. The accepted rate shall include this work also. It is to be noted that such painting may have to be done as and when required till such time the final painting is carried out.
6.2.3	The contractor shall effectively protect the finished work from action of weather and from damage or defacement and shall cover the finished parts then and there for their protection.

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter – VI: Material Handling, Storage & preservation

6.2.4	Any failure on the part of contractor to carry out works according to above clauses will entail BHEL to carry out the job from any other party and recover the cost from contractor.
--------------	--

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter – VII: Drawings and documents

7.0	DRAWINGS AND DOCUMENTS
7.1	The detailed drawings, specifications available with BHEL engineers 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.
7.2	Necessary drawings to carry out the erection work will be furnished to the contractor by BHEL on loan, which shall be returned to BHEL Engineer at site after completion of work. Contractor shall ensure safe storage and quick retrieval of these documents.
7.3	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 returning to BHEL.
7.4	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. The contractors quoted rates shall be inclusive of the above factor
7.5	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.
7.6	Deviation from design dimensions should not exceed permissible limit. The contractor shall not correct or alter any dimension / details, without specific approval of BHEL.

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter – VIII: Inspection and Quality

8.0	INSPECTION AND QUALITY
8.1	Inspection, Quality Assurance, Quality Control
8.1.1	Preparation of quality assurance log sheets and protocols with customer/consultants/statutory authority, welding logs, NDE records, testing & calibration records and other quality control and quality assurance documentation as per BHEL engineer's instructions, is within the scope of work/specification. These records shall be submitted to BHEL/customer for approval from time to time.
8.1.2	The protocols between contractor and customer/ BHEL shall be made prior to installation for correctness of foundations, materials, procedures, at each stage of installation, generally as per the requirement of customer/ BHEL. This is necessary to ensure elimination of errors or keeping them within tolerable limits and to avoid accumulation and multiplication of errors.
8.1.3	<p>A daily log book should be maintained by every supervisor/engineer of contractor on the job in duplicate (one for BHEL and one for contractor) for detailing and incorporating alignment/clearance / centering / leveling readings and inspection details of various equipments etc.</p> <p>High pressure welding details like serial number of weld joints, welders name, date of welding, details of repair, heat treatment etc. will be documented in welding log as per BHEL Engineer's instructions.</p> <p>Record of radiography containing details like serial number of weld joints, date of radiography, repairs, if any, re-shots etc shall also be maintained as per BHEL Engineer's instructions.</p> <p>Record of heat treatments performed shall be maintained as prescribed by BHEL</p>
8.1.4	The performance of welders will be reviewed from time to time as per the BHEL standards. Welders' performance record shall be furnished periodically furnished for scrutiny of BHEL's Engineer. Corrective action as informed by BHEL shall be taken in respect of those welders not conforming to these standards. This may include removal/ discontinuance of concerned welder(s). Contractor shall arrange for the alternate welders immediately
8.1.5	All the welders shall carry identity cards as per the proforma prescribed by BHEL/Customer/Consultant. Only welders duly authorized by BHEL/customer/consultant shall be engaged on the work.

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter – VIII: Inspection and Quality

8.1.6	Contractor shall provide all the Measuring Monitoring Equipments (MMEs) required for completion of the work satisfactorily. These MMEs shall be of brand, quality and accuracy specified by BHEL Engineer and should have necessary calibration and other certificates as per the requirement of BHEL Engineer. Decision of BHEL Engineer regarding acceptance or otherwise of the measuring instruments/gauges/tools for the work under this specification, is final and binding on the contractor. BHEL may give an indicative list of MMEs required for this work and to be made available by the contractor. The list will be reviewed by BHEL and the contractor shall meet any augmentation needed wherever required.
8.1.7	It is the responsibility of the contractor to prove the accuracy of the testing/measuring/calibrating equipments brought by him based on the periodicity of calibration as called for in the BHEL's quality assurance standards/BHEL Engineer's instructions.
8.1.8	Any re-laying or re-termination of cables/re-erection of instruments/recalibration of instruments etc. required due to contractor's mistake or design requirement and found at any stage inspection, shall be carried out by the contractor at no extra cost.
8.1.9	BHEL, Power Sector Regions (PSNR/PSER/PSWR/PSSR) have already been accredited with ISO 9001 certification and as such this work is subject to various audits to meet ISO 9001 requirements. One particular aspect which needs special mention is about arrangement of calibration of instruments by the contractor. Contractor shall ensure deployment of reliable and calibrated MMEs (Measuring and Monitoring Equipments). The MMEs shall have test / calibration certificates from authorised / Government approved / Accredited agencies traceable to National / International Standards. Re-testing / recalibration shall also be arranged at regular intervals during the period of use as advised by BHEL Engineer within the contract price. The contractor will also have alternate arrangements for such MMEs so that work does not suffer when the particular equipment / instrument is sent for calibration. Also if any MMEs 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 ie repeat the readings taken by that instrument, failing which BHEL may deploy MME and retake the readings at Contractor's cost.
8.1.10	Re-work necessitated on account of use of invalid MMEs shall be entirely to the contractor's account. He shall be responsible to take all corrective actions,

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter – VIII: Inspection and Quality

	including resource augmentation if any, as specified by BHEL to make-up for the loss of time.
8.1.11	In the courses of erection, it may become necessary to carry repeated checks of the work with instruments recently calibrated, re-calibrated. BHEL may counter/ finally check the measurements with their own MMEs. Contractor shall render all assistance in conduct of such counter/final measurements.
8.1.12	Total Quality is the watchword of the work and Contractor shall strive to achieve the Quality Standards, procedures laid down by BHEL. He shall follow all the instructions as per BHEL drawings and Quality Standards.
8.2	Stage Inspection By FES/QA Engineers
8.2.1	Apart from day-to-day inspection by BHEL Engineers stationed at Site and Customer's Engineers, stage inspection of equipments under erection and commissioning at various stages shall also be conducted by teams of Engineers from Field Engineering Services of BHEL's Manufacturing Units, Quality Assurance teams from Field Quality Assurance, Unit/Factory Quality Assurance and Commissioning Engineers from Technical Services etc. Contractor shall arrange all labour, tools and tackles etc along with proper access for such stage inspections free of cost.
8.2.2	Any modifications suggested by BHEL FES and QA Engineers' team shall be carried out. Claims of contractor, if any, shall be dealt as per Section 13, and provided such modifications have not arisen for reasons attributable to the contractor.
8.3	Statutory Inspection of Work
8.3.1	<p>The work to be executed under these specifications has to be offered for inspection, at appropriate stages of work completion, to various statutory authorities for compliance with applicable regulations.</p> <p>The work related statutory inspections, though not limited to, are as under:</p> <ol style="list-style-type: none"> 1) Inspectorate of Steam Boilers and Smoke Nuisance 2) Electrical Inspector 3) Factory Inspector, Labour Commissioner, PF Commissioner and other authority connected to this project work <p>The scope includes getting the approvals from the statutory authorities, which includes arranging for inspection visits of statutory authority periodically as per</p>

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter – VIII: Inspection and Quality

	BHEL Engineer's instructions, arranging materials for ground inspection, taking rub outs for the pressure parts to be offered for inspection, submitting co-related inspection reports, documents, radiographs etc and following up the matter with them. Contractor shall also make all arrangements for offering the Products / Systems for inspection at location, as applicable, to the concerned authority.
8.3.2	Contractor should be qualified to execute pressure parts & piping work coming under the purview of IBR, for which he should register himself with CIB of state concerned. contractor also should be aware of the latest IBR regulations and Electricity Act, including the amendments thereof.
8.3.3	Contractor shall comply with 'Qualification Tests for welders engaged in welding of Boilers and Steam Pipes under Construction, Erection and Fabrication at Site in India and in repairing Boilers and steam pipes by welding' in line with Chapter XIII of Indian Boiler Regulations-1950, for testing his welders / men / workers, including all associated fees, procedures, required instruments and equipments and their calibration there of. It shall be contractor's responsibility to obtain approval of Statutory Authorities, wherever applicable, for the conducting of any work which comes under the purview of these authorities, at his cost.
8.3.4	The following fees shall be excluded from scope of Contractor: 1. Registration Fee as per Regulation 385 of Chapter IX of Indian Boiler Regulations-1950 2. Fees for inspection of Boiler at the site of Construction as per Regulation 395 A, sl no 4 of Chapter IX of Indian Boiler Regulations-1950 However all other fees like visit fees charged by the Boiler Inspector and other arrangements for his visit or visits till satisfactory completion of work, shall be included in scope of Contractor
8.4	The Quality Management System of BHEL, Power Sector Regions (PSNR/PSE/PSWR/PSSR) have already been certified and accredited under ISO 9002 standards in this regard. The basic philosophy of the Quality Management System is to define the organizational responsibility, work as per documented procedures, verify the output with respect to acceptance norms, identify the non-conforming product/ procedure and take corrective action for removal of non-conformance specifying the steps for avoiding recurrence of

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter – VIII: Inspection and Quality

	such non-conformities, & maintain the relevant quality records. The non conformities are to be identified through the conduct of periodical audit of implementation of quality systems at various locations/stages of work. Suppliers/vendors of various products/services contributing in the work are also considered as part of the quality management system. .as such the contractor is expected not only to conform to the quality management system of BHEL but also it is desirable that they themselves are accredited under any quality management system standard.
8.5	Field Quality Assurance
8.5.1	Contractor shall carry out all activities conforming to the approved Field Quality Plan (FQP) as revised from time to time. Total quality shall be the watchword of the work and contractor shall strive to achieve the quality standards, procedures laid down by BHEL. He shall follow all the instructions as per BHEL drawings and quality standards. Contractor shall provide the services of quality assurance engineer as per the relevant clauses.

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter-IX:HSE & OHSAS

9.0	<p>OCCUPATIONAL HEALTH, SAFETY & ENVIRONMENT MANAGEMENT/ QUALITY ASSURANCE PROGRAMME : BHEL, Power Sector Regions (PSNR/ER/WR/SR) are each certified for ISO 9001. Quality of work to customer's satisfaction and fulfillment of system requirements are the essence of ISO 9001 certification. BHEL, PS Regions have HSE certification (ISO 14001 & OHSAS 18001) and therefore Contractor also shall organise/ plan/ perform all their activities to meet with the applicable requirements of these standards.</p>
9.1	<p>HSE (Health, safety & Environment): Contractor will comply with HSE (Health, safety & Environment) requirements of BHEL. HSE requirements in brief, are given below :-</p>
9.1.1	<p>Contractor will nominate one of their qualified and experienced employees as Safety Officer, who will be responsible for all HSE related issues of contractors work area. Safety Officer will have authority to stop any activity, in case he observes that the activity is not being carried out in safe manner. He will conduct surprise inspection as well as periodic inspection/drill (at least once in a month) and submit such reports to BHEL. He will conduct periodic meetings with supervisors of different working groups and explain HSE issues and use of PPEs to them. Reports of such meetings will be submitted to BHEL. Contractor will develop suitable work procedures based upon HSE guidelines and OCPs and implement it. Such work procedures will consist of Area of work, T&P Details, Work Procedure, PPE requirements etc. Please refer Schedule VIII of BOCW Rules for number of safety officers, qualification, duties etc.</p> <p>Contractor should highlight the requirement of safety to staff and labour through daily tool box meeting before start of the days job.</p> <p>Contractor to also submit monthly safety reports as per the format/procedure of BHEL.</p>
9.1.2	<p>The contractor shall arrange induction and regular health check of their employees as per schedule VII of BOCW rules by a registered medical practitioner. The contractor shall take special care of the employees affected with occupational diseases under rule 230 and schedule II of BOCW Rules. The employees not meeting the fitness requirement should not be engaged for such job</p>
9.1.3	<p>Following personnel protective equipments (PPEs), in adequate numbers, will be made available at site & their regular use by all concerned will be ensured :-</p>

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter-IX:HSE & OHSAS

	- HELMET
	- SAFETY GOGGLES & WELDING FACE SHIELDS
	- SAFETY BELTS AND PROTECTIVE NET FOR WORKING AT HEIGHT
	- SAFETY SHOES
	- EAR PLUG
	- ANY OTHER SAFETY EQUIPMENT REQUIRED FOR SAFE COMPLETION OF THE WORK
	Contractor to also submit monthly reports on above as per the format/procedure of BHEL.
9.1.4	Providing appropriate First Aid facilities for prompt treatment of injuries and illness at work place. Arranging training to contractor workmen/ employees for giving first aid.
9.1.5	Arranging ambulance in case of any emergency situation .
9.1.6	Identification of nearest hospital and health check-up of workmen/employees
9.1.7	Providing filtered drinking water at work place in cool container.
9.1.8	Providing Canteen, Rest Room, Washing facilities to the contracted employees as per provisions of Contract Labour Regulation Act 1970 (Chapter V).
9.1.9	Providing appropriate fire fighting equipment at designated work place and nominate a fire officer/warden adequately trained for his job.
9.1.10	Identification of nearest fire station and display contact telephone nos. / person's name around work places for cases of emergencies .
9.1.11	Providing adequate no. of 24 V sources and ensure that no hand lamps are operating at voltage level above 24 Volts.
9.1.12	Fulfilling safety requirements at all power tapping points.
9.1.13	Red & White caution tape of proper width(1.5 to 2 inch) to be used for cordoning unsafe area such as open trench, excavation area etc.
9.1.14	Providing contractors company logo on cloths /uniform/ proper identity cards with photographs, for correct identification of people working at project site .
9.1.15	High/ Low pressure welders to be identified with separate colour clothings. No welders will be deployed without passing appropriate tests and holding valid welding certificates. Approved welding procedure should be displayed at work place.
9.1.16	Displaying safe handling procedures for all chemicals such as lube oil, acid, alkali, sealing compounds etc , at work place .
9.1.17	All scaffolding/ platforms should be made from materials of appropriate quality/grade so that these are safe for use. It should be certified/declared safe

SPECIAL CONDITIONS OF CONTRACT (SCC)

Chapter-IX:HSE & OHSAS

	for use by an experienced contractor person, before any scaffolding/platform is used. Please refer IS:3696 part 1&2 and 4014 part 1 & 2
9.1.18	All T&Ps/ MMEs should be of reputed brand/appropriate quality & must have valid test/calibration certificates bearing endorsement from competent authority of BHEL.. Contractor to also submit monthly reports of T&Ps deployed and validity test certificates to BHEL safety Officer as per the format/procedure of BHEL.
9.1.19	Ensure that the regulatory requirement of excessive weight limit (to carry/lift/ move weights beyond prescribed limits) for male and female workers are complied with.
9.1.20	Safety slogan, Safety/ Caution boards , wherever required to be displayed in consultation with BHEL.
9.1.21	Take suitable measures for waste management and environment related laws/legislation as a part of normal construction activities. Compliance with the legal requirements on storage/ disposal of paint drums (including the empty ones), Lubricant containers, Chemical Containers, and transportation and storage of hazardous chemicals will be strictly maintained. Ensure proper cleanliness of work place, housekeeping and waste management (including proper waste disposal) on daily basis.
9.1.22	It is imperative on the part of the contractor to join and effectively contribute in joint measures such as tree plantation, environment protection, contributing towards social upliftment, conversion of packing woods to school furniture, keeping good relation with local populace etc.
9.1.23	The contractor shall carry out periodic air and water quality check and illumination level checking in his area of work place and take suitable control measure.
9.1.24	The Contractor is required to provide proper safety net systems (IS-11057) where ever the hazard of fall from height is present as per instruction of BHEL Engineer. The safety nets shall be fire resistant, duly tested and shall be of ISI Mark and the nets shall be located as per site requirements to arrest or to reduce the consequences of a possible fall of persons working at different heights.
9.1.25	All applicable OCPs (Operational control procedures) will be followed by contractor as per BHEL instructions. This will be done as part of normal scope of work. List of such OCPs is given below . In case any other OCP is found to be applicable during the execution of work at site, then contractor will follow this as well, within quoted rate. These OCPs (applicable ones) will be made available to contractor during work execution at site. However for reference

SPECIAL CONDITIONS OF CONTRACT (SCC)

Chapter-IX:HSE & OHSAS

	purpose, these are kept with Safety Officer of BHEL at the Power Sector Regional HQ, or available in downloadable format in the website, which may be refereed by contractor, if they so desire.
■	OCP for safe handling of chemicals
■	OCP for Electrical safety
■	OCP for energy conservation
■	OCP for safe welding and gas cutting operation
■	OCP for fire safety
■	OCP for safety in use of hand tools
■	OCP for first aid
■	OCP for food safety at canteen
■	OCP for safety in use of cranes
■	OCP for storage and handing of gas cylinders
■	OCP for manual arc welding
■	OCP for safe use of helmets
■	OCP for good house keeping
■	OCP for working at height
■	OCP for safe excavation
■	OCP for safe filling of Hydrogen in cylinder
■	OCP for illumination
■	OCP for handling and erection of heavy metals
■	OCP for safe acid cleaning
■	OCP for safe alkali boil out
■	OCP for safe oil flushing
■	OCP for steam blowing
■	OCP for safe working in confined area
■	OCP for safe operation of passenger lift, material hoists & cages
■	OCP for Vehicle maintenance
■	OCP for safe radiography
■	OCP for waste disposal
■	OCP for working at night
■	OCP for blasting
■	OCP for DG Set
■	OCP for handling & storage of mineral wool
■	OCP for drilling, reaming and grinding(machining) etc.
■	OCP for hydraulic test
■	OCP for spray insulation

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter-IX:HSE & OHSAS

	<ul style="list-style-type: none"> ■ OCP for trial run of rotary equipment ■ OCP for stress relieving ■ OCP for material preservation ■ OCP for cable laying/tray work ■ OCP for electrical maintenance ■ OCP for transformer charging ■ OCP for safe handling of battery system ■ OCP for computer operation ■ OCP for storage in open yard ■ OCP for sanitary maintenance ■ OCP for batching ■ OCP for piling rig operation ■ OCP for gas distribution test ■ OCP for cleaning of hotwell / deaerator ■ OCP for electro-resistance heating ■ OCP for compressor operation ■ OCP for O&M of control of AC plant & system ■ OCP for air compressor ■ OCP for passivation ■ OCP for Safe EDTA Cleaning ■ OCP for Safe Chemical cleaning of Pre boiler system ■ OCP for Safe Boiler Light up ■ OCP for Safe Rolling and Synchronisation ■ OCP for Safe Loading of Unit
9.2	<p>SAFETY AND CLEANLINESS :</p> <p>The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per discretion of BHEL or its authorised officials (Site Construction Manager) to prevent loss of human lives, injuries, to personnel engaged and damage to property. Before commencing the work, the contractor shall submit a “Safety Plan” to the above authorised BHEL official and obtain approval on the same. The safety plan shall indicate in detail the measures that would be taken by the contractor to ensure safety of men, equipment, materials and environment during execution of the work. This will also include an organization structure, role and responsibilities of the concerned key personnel, the safety practices that will be followed, PPEs deployed, plan for handling critical activities and emergencies.</p>
9.3	<p>If the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions issued by</p>

SPECIAL CONDITIONS OF CONTRACT (SCC)

Chapter-IX:HSE & OHSAS

	the authorised BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor.
9.4	During the course of construction, alternation or repairs, scrap with protruding nail, sharp edge etc and all other debris shall be kept clean from working areas, passage, ways and stairs in and around site.
9.5	Combustible scrap and debris shall be removed at regular intervals during the course of execution. Safe means shall be provided to facilitate such removal. The combustible scrap should be stored in safe place away from the plant materials to avoid fire accidents. The area shall be chosen in consultation with the Engineer and to be cordoned off.
9.6	Rigging equipment for materials handling shall be inspected prior to use in each shift and as necessary during its use to ensure that it is safe. Defective rigging equipment will be removed from service.
9.7	Rigging equipment shall not be loaded in excess of its recommended safe working load. Rigging equipment, when not in use, shall be removed from the original work area so as not to present a hazard to employees.
9.8	Contractor shall notify the engineer, of his intention to bring on to site any equipment or any container, with liquid or gaseous fuel or other substance which may create a hazard. The Engineer shall have the right to prescribe the condition under which such equipment or container may be handled and used during the performance of the works and the contractor shall strictly adhere to such instructions. The Engineer shall have the right to inspect any construction tool and to forbid its use, if in his opinion it is unsafe. No claim due to such prohibition will be entertained.
9.9	Where it is necessary to provide and/or store petroleum products or petroleum mixture & explosives, the contractor shall be responsible for carrying out such provision / storage in accordance with the rules & regulations laid down in the relevant petroleum act, explosive act and petroleum and carbide of calcium manual, published by the chief inspector of explosives of India. All such storage shall have prior approval if necessary from the chief inspector of explosives or any other statutory authority. The contractor shall be responsible for obtaining the same.
9.10	Cylinders shall be moved by tilting and rolling them on their bottom edges. They shall not be intentionally dragged, struck or permitted to strike each other violently.

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter-IX:HSE & OHSAS

9.11	When cylinders are transported by powered vehicle they shall be secured in a vertical position.
9.12	All workmen of the contractor working on construction area shall wear safety shoes, hand gloves, safety helmets and safety belt as applicable. The contractor shall provide to its workforce and ensure the use of following personnel protective equipment as found necessary and as directed by BHEL.
9.12.1	Safety Helmets conforming to IS-2925 : 1984
9.12.2	Safety Belts conforming to IS-3521:1983
9.12.3	Safety Shoes conforming to IS-1989 : 1978
9.12.4	Eye and face protection devices conforming to IS – 1179:1967, IS 5983:1980, IS 8521 Part 1:1977, IS 8521 Part 2: 1994.
9.12.5	Hand and body protection devices conforming to IS 4770:1991 and IS- 6994 : Part 1: 1973, IS – 8619 : 1977
9.12.6	Ear protection IS-9167:1979
9.12.7	Respiratory Protective Devices as per IS-9473:2002, i4746:1999 and 14166:1994
9.13	The contractor shall insure his workmen against all accidents and the policy shall be presented to BHEL Engineer on demand. Other wise, BHEL will arrange the same and the expenditure towards this will be debited to the contractor. In case of a fatal or disabling injury accident to any person at construction site due to lapses by the contractor, the victim and/or his/her dependants 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 contractor and recover the same from payments due to the contractor for suitably compensating the victim and/or his/her dependence before imposing any such penalty. Appropriate enquiry shall be held by BHEL giving opportunity to the contractor for presenting his case. Above safety conditions are not exhaustive but gives an idea for the contractor and contractor shall adhere to all safety precaution given by the Engineer at site.
9.14	The contractor shall arrange at his cost adequate lighting facilities e.g. flood lighting, hand lamps, area lighting etc. at various levels for safe and proper working operations during night hours at the work spot as well as at the pre-assembly area.

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter-IX:HSE & OHSAS

9.15	The contractor shall be responsible for provision of all the safety notices and safety equipment as enjoined on him by the application of relevant statutory regulation / provisions and/or as called upon by BHEL from time to time. He shall be held responsible for any violation of statutory regulations (local, state or central) and BHEL instruction that may endanger safety of men, equipment and material.
9.16	The contractor shall provide temporary fencing wherever required as a safety measure against accident and damage to properties. Suitable caution notices shall be displayed where access to any part is found to be unsafe and hazardous.
9.17	Contractor shall ensure safety of all the workmen, material and equipment either belonging to him or to others working at site. He shall observe safety rules and codes applied by BHEL without exception.
9.18	It will be the responsibility of the contractor to ensure safe lifting of the equipment, taking due precaution to avoid any accident and damage to other equipment and personnel. All requisite tests and inspection of handling equipment, tools & tackle shall be periodically done by the contractor by engaging only the COMPETENT PERSONS as per law. Defective equipment or uncertified shall be removed from service. Any equipment shall not be loaded in excess of its recommended safe working load.
9.19	The contractor shall provide necessary first aid facilities as per schedule III. In addition, ambulance facilities, OHC and CMO as per schedule IV, V, X and XI of BOCW Rules as applicable for all his employees, representatives and workmen at site and BHEL shall have no obligation in this regard. The first aid boxes should be placed at various elevations so as to make them available within the reach and at the quickest possible time. The contractor should conduct periodical first –aid classes to keep his supervisor and Engineers properly trained for attending to any emergency.
9.20	Training
9.20.1	The contractor shall arrange induction safety training for all employees before assigning work. In addition, awareness programme, mock drill at regular intervals and daily tool box meetings shall be arranged. Monthly report of the above to be given to BHEL safety Officer as per prescribed BHEL formats
9.20.2	All the contractor’s supervisory personnel and sufficient number of workers shall be trained for fire protection systems. Enough number of such trained personnel must be available during the tenure of contract. Contractor should nominate his

SPECIAL CONDITIONS OF CONTRACT (SCC)

Chapter-IX:HSE & OHSAS

	supervisor to coordinate and implement the safety measures.
9.21	Contractor shall provide enough fire protecting equipment of the types and numbers at his office, stores, temporary structure in labour colony etc. Such fire protection equipment shall be easy and kept open at all times. The fire extinguishers shall be properly refilled and kept ready which should be certified at periodic intervals. The date of changing should be marked on the Cylinders. All other fire safety measures as laid down in the “codes for fire safety at construction site” issued by safety coordinator of BHEL shall be followed. Non-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 either to his materials or equipment or those of others. Emergency contacts nos must be displayed at prominent locations
9.22	The contractor shall at his cost, remove from vicinity of work at least once each day all combustible waste, scrap, painting materials, rubbish, unused or other materials and deposit them in places specified by BHEL to keep the work site clear and tidy. Use of undercoated canvas paper, corrugated paper, fabricated carton, plastic or other flammable materials shall be restricted to the minimum and promptly removed.
9.23	The contractor shall not use any hand lamp energized by Electric power with supply voltage of more than 24 volts in confined spaces like inside water boxes, turbine casings, condensers etc.
9.24	All portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed. Only electricians licensed by appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. Details of earth resource and their test date to be given to BHEL safety officer as per the prescribed formats of BHEL
9.25	In case of any delay in 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.
9.26	Valve protection caps shall be kept in place and secured.
9.27	The contractor shall be responsible for the safe storage and handling of his radio-active sources as per BARC rules and regulations.
9.28	Tarpaulin being inflammable should not be used (instead, only non infusible covering materials shall be used) as protective cover while preheating, welding,

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter-IX:HSE & OHSAS

	stress relieving etc. at site.
9.29	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 instruction regarding safety issued by BHEL, BHEL shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than 7 days indicating the steps that would be taken by BHEL.
9.30	If the contractor succeeds in carrying out its job in time with out any fatal or disabling injury accident and without any damage to property BHEL may, at its sole discretion, favorably consider to reward the contractor suitably for the performance.
9.31	The contractor shall carefully follow the safety requirement of BHEL/ the purchaser with the regard to voltages used in critical areas.
9.32	The contractor shall use only properly insulated and armored cables which conform to the requirement of Indian Electricity Act and Rules for all wiring, electrical applications at site. BHEL reserves the right to replace any unsafe electrical installations, wiring, cabling etc. at the cost of the contractor. All electrical appliances used in the work shall be in good working condition and shall be properly earthed. No maintenance work shall be carried out on live equipment. The contractor shall maintain adequate number of qualified electricians to maintain his temporary electrical installations. Area wise Electrical safety inspection is to be carried out on monthly basis as per "Electrical Safety Inspection checklist" and the report is to be submitted to BHEL safety officer
9.33	The contractor shall arrange adequate number of persons specifically for clearing any debris and for house keeping of the erection area including restacking of components in the erection areas. Housekeeping to be carried out as per BHEL's checklist and report is to be submitted to BHEL safety officer
9.34	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 contractor after holding an appropriate enquiry.
9.35	The contractor shall submit report of all accidents, fires and property damage etc to the Engineer immediately after such occurrence, but in any case not later then 24 hours of the occurrence. Such reports shall be furnished in the manner prescribed by BHEL. In addition periodic reports on safety shall also be

SPECIAL CONDITIONS OF CONTRACT (SCC)

Chapter-IX:HSE & OHSAS

	submitted by the contractor to BHEL from time to time as prescribed by the Engineer. Compiled monthly reports of all kinds of accidents, fires and property damage to be submitted to BHEL safety officer as per prescribed formats
9.36	Before commencing the work, the contractor shall appoint/nominate a responsible person to supervise implementation of all safety measures and liaison with his counterpart of BHEL.
9.37	Suitable scaffolds shall be provided for workman for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration of work which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made of steel. The steps shall have a minimum width of 45 cm and a maximum rise of 30 cm. Suitable handholds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ horizontal and 1 vertical.
9.38	Scaffolding or staging more than 3.6 m above the ground floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly bolted, braced or otherwise secured, at least 90 cm above the floor or platform of such scaffolding or staging and extending along the entire length of the out side and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from savor, from swaying, from the building or structure.
9.39	Working platforms, gangways and stairways shall be so constructed that they do not sag unduly or unequally and if the height of the platform gangways provided is more than 3.6 m above ground level or floor level, they shall be closely boarded and shall have adequate width which shall not be less than 750 mm and be suitably fenced as described above.
9.40	Every opening in the floor or a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 90 cm.
9.41	Wherever there are open excavation in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations.
9.42	Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m in the length while the width between side rails in rung ladder shall in no case be less than app. 29.2 cm for ladder upto and including 3 m in length. For longer ladders this

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter-IX:HSE & OHSAS

	width shall be increased at least ¼” for each additional foot of length.
9.43	A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to Construction.
9.44	All personnel of the Contactor working within the plant site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal worker shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.
9.45	Adequate precautions shall be taken to prevent danger for electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.
9.46	All trenches, four feet or more in depth, shall at all times be supplied with at least one ladder for each 30 m in length or fraction thereof. The ladder shall be extended from bottom of the trench to at least 90 cm above the surface of the ground. Sides of the trenches which are 1.50 m or more in depth shall be stepped back to give suitable slope or securely held by timer bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
9.47.1	The contractor shall take permission of BHEL prior to risky jobs such as working at height, hot work, liftig activities, etc through permits. No job should be started without permits.
9.47.2	The Contactor shall take all measures at the sites of the work to protect all persons from accidents and shall be bound to bear the expenses of defense of every suit, action or other proceeding at law that may be brought by any persons for injury sustained or death owing to neglect of the above precautions and to pay any such persons such compensation or which may with the consent of the Contractor be paid to compromise any claim by any such person should such claim proceeding be filed against BHEL, the Contractor hereby agrees to indemnify BHEL against the same.
9.48	Before any demolition work is commenced and also during the process of the work the following shall be ensured:
9.48.1	All roads and open areas adjacent to the work site shall either be closed or suitably protected.

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter-IX:HSE & OHSAS

9.48.2	No electric cable or apparatus which is liable to be a source of danger nor a cable or an apparatus used by the operator shall remain electrically charged.
9.48.3	All practical steps shall be taken to prevent danger to persons employed from the risks of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render them unsafe.
9.49	All necessary personnel safety equipment as considered adequate by the Engineer should be kept available for the use of the persons employed in the Site and maintained in a condition suitable for immediate use and the Contactor should take adequate steps to ensure proper use of equipment by those concerned.
9.49.1	Workers employed on mixing asphalted materials, cement and lime mortars shall be provided with protective foot wear and protective goggles.
9.49.2	Those engaged in white washing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.
9.49.3	Those engaged in welding works shall be provided with welder's protective eyesight lids.
9.49.4	Stone breakers shall be provided with protective goggles and protective clothing and seated sufficient to safe intervals.
9.49.5	Where workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into manhole, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
9.49.6	The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precautions should be taken.
9.49.6.1	No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
9.49.6.2	Suitably face masks should be supplied for use by the workers where paints are applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter-IX:HSE & OHSAS

9.49.6.3	Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
9.50	When the work is being done near any place where there is risk of drowning all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
9.51	Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safe guards. Hoisting appliance should be provided with such means as will reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers employed on electrical installations which are already energized, insulting mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductor of electricity.
9.52	All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near the places of work.
9.53	The contractor shall maintain and ensure necessary safety measures as required for inspection and tests HV test, Pneumatic test, Hydraulic test, Spring test, Bend test etc as applicable, to enable. inspection Agency for performing Inspection. If any test equipment is found not complying with proper safety requirements then the Inspection Agency may withhold inspection, till such time the desired safety requirements are met.
9.54	The Contractor shall notify BHEL of his intention to bring to site any equipment or material which may create hazard. BHEL shall have the right to prescribe the conditions under which such equipment or materials may be handled and the contractor shall adhere to such instructions. BHEL may prohibit the use of any construction machinery, which according to him is unsafe. No claim for compensation due to such prohibition will be entertained by BHEL.
9.55	All safety precautions shall be taken for welding and cutting operations as per IS-818. All safety precautions shall be taken for foundation and other excavation marks as per IS-3764.

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter-IX:HSE & OHSAS

9.56	.All gas cylinders shall be stored in upright position. Suitable trolley shall be used. There shall be flash-back arrestors conforming to IS-11006 at both cylinder and burner ends. Damaged tube and regulators must be immediately replaced. No of cylinders shall not exceed the specified quantity as per OCP												
9.57	These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent, place at work spot. The persons responsible for compliance of the safety code shall be named therein by the Contractor												
9.58	To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangement made by the contract shall be open to inspection by the Engineer of the Engineer's Representative.												
9.59	Keeping the work area clean/ free from debris, removed scaffoldings, scraps, insulation/sheeting wastage /cut pieces, temporary structures, packing woods etc. will be in the scope of the contractor. Such cleanings has to be done by contractor within quoted rate, on daily basis by an identified group. If such activity is not carried out by contractor / BHEL is not satisfied, then BHEL may get it done by other agency and actual cost alongwith BHEL overheads will be deducted from contractor's bill. Such decisions of BHEL shall be binding on the contractor.												
9.60	Notwithstanding the above clauses there is nothing to exit the Contractor from the operations of any other Act or Rule in force in area of work in this respect. Provided always that all safety measures apart from those specifically provided in this agreement which are brought to the notice of the Contractor from time to time by the Engineer shall be complied by the Contractor. Provided further that all consequences, damages, or losses arising by reason of any safety code shall be met with by the Contractor.												
9.61	<p><u>NON COMPLIANCE:-</u> NONCONFORMITY OF SAFETY RULES AND SAFETY APPLIANCES WILL BE VIEWED SERIOUSLY AND BHEL HAS RIGHT TO IMPOSE FINES ON THE CONTRACTOR AS UNDER <u>for every instance of violation noticed:</u></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">SN</th> <th style="width: 60%;">Violation of Safety Norms</th> <th style="width: 30%;">Fine (in Rs)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">01</td> <td>Not Wearing Safety Helmet</td> <td style="text-align: center;">50/- *</td> </tr> <tr> <td style="text-align: center;">02.</td> <td>Not wearing Safety Belt or not anchoring life line</td> <td style="text-align: center;">100/-*</td> </tr> <tr> <td style="text-align: center;">03</td> <td>Not wearing safety shoe</td> <td style="text-align: center;">100/-*</td> </tr> </tbody> </table>	SN	Violation of Safety Norms	Fine (in Rs)	01	Not Wearing Safety Helmet	50/- *	02.	Not wearing Safety Belt or not anchoring life line	100/-*	03	Not wearing safety shoe	100/-*
SN	Violation of Safety Norms	Fine (in Rs)											
01	Not Wearing Safety Helmet	50/- *											
02.	Not wearing Safety Belt or not anchoring life line	100/-*											
03	Not wearing safety shoe	100/-*											

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter-IX:HSE & OHSAS

04	Not keeping gas cylinders vertically	100/-
05	Not using flash back arrestors	50/-
06	Not wearing gloves	50/- *
07.	Grinding Without Goggles	50/- *
08.	Not using 24 V Supply For Internal Work	500/-
09.	Electrical Plugs Not used for hand Machine	100/-
10.	Not Slinging property	200/-
11.	Using Damaged Sling	200/-
12.	Lifting Cylinders Without Cage	500/-
13.	Not Using Proper Welding Cable With Lot of Joints And Not Insulated Property.	200/-
14.	Not Removing Small Scrap From Platforms	200/-
15.	Gas Cutting Without Taking Proper Precaution or Not Using Sheet Below Gas Cutting	200/-
16.	Not Maintaining Electric Winches Which are Operated Dangerously	500/-
17.	Improper Earthing Of Electrical T&P	500/-
18	No or improper barricading	500/-
19.	Activity carried out without Safety work permit (Height work, Lifting activity, Hot work-each person/case)	1000/-
20.	Accident Resulting in Partial Loss in Earning Capacity	25,000/- per victim
21.	Fatal Accident/Accidents Resulting in total loss in Earning Capacity	1,00,000/- per victim #

Legend:-*: per head,

#: or as deducted by Customer whichever is higher

Any other non-conformity noticed not listed above will also be fined as deemed fit by BHEL. The decision of BHEL engineer is final on the above. The amount will be deducted from running bills of the contractor. The amount collected above will be utilized for giving award to the employees who could avoid accident by following safety rules. Also the amount will be spent for purchasing the safety appliances and supporting the safety activity at site.

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter-IX:HSE & OHSAS

9.61	<p>CITATION:-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</p>
9.62	<p><u>MEMORANDUM OF UNDERSTANDING</u> After Award Of Work, Contractors Are Required To Enter Into A Memorandum Of Understanding As Given Below:</p> <p style="text-align: center;"><u>Memorandum of Understanding</u></p> <ul style="list-style-type: none">➤ BHEL, Power Sector _____ Region is committed to Health, Safety and Environment Policy (EHS Policy).➤ M/s _____ do hereby also commit to the same EHS Policy while executing the Contract Number _____➤ M/s _____ shall ensure that safe work practices not limited to the above are followed by all construction workers and supervisors. Spirit and content therein shall be reached to all workers and supervisors for compliance.➤ BHEL will be carrying out EHS audits twice a year and M/s _____ shall ensure to close any non-conformity observed/reported within fifteen days. <p>Signed by authorized representative of M/s -----</p> <p>Name :</p> <p>Place & Date:</p>

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter-X: RA Bill Payments

10.0	RA Bill Payments
10.1	The contractor shall submit his monthly RA bills with all the details required by BHEL on specified date every month covering progress of work in all respects and areas for the previous calendar month.
10.2	Mode of payment and measurement of work completed shall be as per relevant clauses of General Conditions of Contract
10.3	Release of payment in each running bill including PVC Bills where ever applicable will be restricted to 95% of the value of work admitted as per stages of progressive pro rata payments.
10.4	The 5% thus remaining shall be treated as 'Retention Amount' and shall be released as per terms specified in the General Conditions of Contract.
10.5	<p>The payment for running bills will normally be released within 30 days of submission of running bill complete in all respects with all documents. It is the responsibility of the contractor to make his own arrangements for making timely payments towards labour wages, statutory payments, outstanding dues etc and other dues in the meanwhile.</p> <p>In case of Civil works, 60% of RA Bills complete and correct in all respects and certified by BHEL Engineer, shall be paid within 15 days of receipt. Balance payment shall be within 30 days.</p>
10.6	<p>BHEL shall release payment through Electronic Fund Transfer (EFT)/RTGS. In order to implement this system, Contractor to furnish details pertaining to his Bank Accounts where proceeds will be transferred through BHEL's banker, as per prescribed formats:</p> <p>Note: BHEL may also choose to release payment by other alternative modes as applicable</p>
10.7	Paying Authority shall be the Construction Manager of the Site. Any change in the paying Authority shall be intimated to the Contactor accordingly.

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter-XI : Performance Monitoring

11.0	Performance Monitoring
11.1	Performance of the contractor is monitored through various reports/reviews and shall be jointly evaluated every month for unit wise identified packages as per prescribed formats. Based on the net weighted scores obtained, Contractors shall be rated 'Good' or 'Satisfactory' or 'Unsatisfactory'
11.2	In case of any dispute on performance rating and the contractor refuses to sign on the performance rating given by BHEL package Incharge, the same shall be reviewed by BHEL site Incharge/Construction Manager and his decision shall be final.
11.3	Release of RA Bills will be contingent upon joint evaluation of performance
11.4	Performance of the contractor will be taken into consideration for assessing the capacity of the bidder to execute future jobs under tender, as detailed in the Notice Inviting Tender. Risk of non evaluation or non availability of the Monthly performance evaluation reports is to be borne by the Bidder.
11.5	In case of 'Unsatisfactory performance' for a continuous period of three or more months for a package or packages, BHEL has the right to get the balance works executed at the risk and cost of the contractor.
11.6	In case of 'Unsatisfactory performance' in a financial year, BHEL reserves the right to put on hold such Contractors for a period of six months for similar package or similar packages

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter-XII: Suspension of Business Dealings

12.0	Suspension of Business dealings
12.1	BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them.
12.2	Suspension could be in the form of 'Hold', 'De-listing' or 'Banning' a contractor.
12.3	<p>A bidder may be put on HOLD for a period of 6 months, for future tenders for specific works on the basis of one or more of the following reasons:</p> <ul style="list-style-type: none"> a) Bidder does not honour his own offer or any of its conditions within the validity period. b) Bidder fails to respond against three consecutive enquires of BHEL. c) After placement of order, Bidder fails to execute a contract. d) Bidder fails to settle sundry debt account, for which he is legitimately liable, within one year of its occurrence. e) Bidder's performance rating falls below 60% in specific category (more fully described in chapter 'Performance Monitoring') f) Bidder works are under strike/ lockout for a long period.
12.4	<p>A Bidder may be de-listed from the list of registered Bidders of the region for a period of 1 year on the basis of one or more of the following reasons:-</p> <ul style="list-style-type: none"> a) Bidder tampers with tendering procedure affecting ordering process or commits any misconduct which is contrary to business ethics. b) Bidder has substituted, damaged, failed to return, short returned or unauthorizedly disposed off materials/ documents/ drawings/ tools etc of BHEL. c) Bidder no longer has the technical staff, equipment, financial resources etc. required to execute the orders/ contracts.
12.5	<p>A Bidder can be banned from doing any business with all Units of BHEL for a period of 3 years on the basis of one or more of the following reasons:</p> <ul style="list-style-type: none"> a) Bidder is found to be responsible for submitting fake/ false/ forged documents, certificates, or information prejudicial to BHEL's interest. b) In spite of warnings, the Bidder persistently violates or circumvents the provisions of labour laws/ regulations/ rules and other statutory requirements. c) Bidder is found to be involved in cartel formation

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter-XII: Suspension of Business Dealings

	<p>d) The Bidder has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage etc which are contrary to business ethics.</p> <p>e) The Bidder is found guilty by any court of law for criminal activity/offences involving moral turpitude in relation to business dealings.</p> <p>f) The Bidder is declared bankrupt, insolvent, has wound up or been dissolved; i.e ceases to exist for all practical purposes.</p> <p>g) Bidder is found to have obtained Official Company information/documentation by questionable means.</p> <p>h) Communication is received from the administrative Ministry of BHEL to ban the Bidder from business dealings.</p>
12.6	Contracts already entered with a contractor before the date of issue of order of 'HOLD' or 'DE-LISTING' shall not be affected.
12.7	All existing contracts with a 'BANNED' contractor shall normally be short closed
12.8	Once the order for suspension is passed, existing offers/new offers of the contractor shall not be entertained
12.9	The above guidelines are not exhaustive but enunciate broad principles governing action against contractors

General Conditions of Contract

(Common for Power Sector Regions)

2012

TABLE OF CONTENTS

1. **Chapter-1** : General Instructions to Tenderers
 - 1.1. Despatch Instructions
 - 1.2. Submission of Tenders
 - 1.3. Language
 - 1.4. Price Discrepancy
 - 1.5. Qualification of Tenderers
 - 1.6. Evaluation of Bids
 - 1.7. Data to be enclosed
 - 1.8. Authorisation and Attestation
 - 1.9. Earnest Money Deposit
 - 1.10. Security Deposit
 - 1.11. Return of Security Deposit
 - 1.12. Bank Guarantee
 - 1.13. Validity of offer
 - 1.14. Execution of Contract Agreement
 - 1.15. Rejection of Tender and other Conditions

2. **Chapter-2**
 - 2.1. Definitions
 - 2.2. Law Governing Contract and Court Jurisdiction
 - 2.3. Issue of Notice
 - 2.4. Use of land

- 2.5. Commencement of Work
- 2.6. Measurement of Work and Mode of Payment
- 2.7. Rights of BHEL
- 2.8. Responsibilities of Contractor in respect of Local Laws, Employment of Workers etc
- 2.9. Progress Monitoring, Monthly Review and Performance Evaluation
- 2.10. Time of Completion
- 2.11. Extension of Time for Completion
- 2.12. Over Run Compensation
- 2.13. Interest Bearing Recoverable Advances
- 2.14. Quantity Variation
- 2.15. Extra Works
- 2.16. Supplementary Items
- 2.17. Price Variation Clause
- 2.18. Insurance
- 2.19. Strikes & Lockout
- 2.20. Force Majeure
- 2.21. Arbitration and Reconciliation
- 2.22. Retention Amount
- 2.23. Payments
- 2.24. Performance Guarantee for Workmanship
- 2.25. Closing of Contracts
- 2.26. Reverse Auction
- 2.27. Suspension of Business Dealings
- 2.28. Other Issues

CHAPTER -1

1. GENERAL INSTRUCTION TO TENDERERS

1.1. DESPATCH INSTRUCTION

- i) The General Conditions of Contract form part of the Tender specifications. **All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof.** The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages
- ii) Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.
- iii) Integrity pact (IP) shall be applicable for all tenders / contracts if indicated in NIT. This integrity pact shall be issued as part of the Tender documents and shall be returned by the bidder along with Techno-commercial bid duly filled, signed and stamped by the authorized signatory who signs the bid. Only those vendors / bidders who have entered into such an IP with BHEL shall be considered qualified to participate in the bidding. Entering into this pact shall be a preliminary qualification.

1.2. SUBMISSION OF TENDERS

- 1.2.1 The tenderers must submit their tenders to Officer inviting tender as per instructions in the NIT
- 1.2.2 Tenders submitted by post shall be sent by 'REGISTERED POST ACKNOWLEDGEMENT DUE / by COURIER' and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of tenders sent by post/courier. **The tenders received after the specified time of their submission are treated as 'Late Tenders' and shall not be considered under any circumstances.** Offers received by Fax/Email/Internet shall be considered as per terms of NIT.
- 1.2.3 Tenders shall be opened by authorised Officer of BHEL at his office at the time and date as specified in the NIT, in the presence of such of those tenderers or their authorised representatives who may be present

1.2.4 Tenderers whose bids are found techno commercially qualified shall be informed the date and time of opening of the Price Bids and such Tenderers may depute their representatives to witness the opening of the price bids. BHEL's decision in this regard shall be final and binding.

1.2.5 Before submission of Offer, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

1.3. LANGUAGE

1.3.1 The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tenders, the metric system of units shall be used.

1.3.2 All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.

1.4 PRICE DISCREPANCY:

1.4.1 **Conventional (Manual) Price Bid opening** : In the case of price bid opening without resorting to Reverse Auction, if there are differences between the rates given by the tenderer in words and figures or in amount worked out by him, the following procedure for evaluation and award shall be followed:

- i) When there is a difference between the rates in figures and in words, the rates which corresponds to the amounts worked out by the contractor, shall be taken as correct
- ii) When the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figure or in words, then the rate quoted by the contractor in words shall be taken as correct
- iii) When the rate quoted by the contractor in figures and words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.
- iv) In case of lumpsum price, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.
- v) In case of omission in quoting any rate for one or more items, the evaluation shall be done considering the highest quoted rate obtained against the respective items by other tenderers for the subject tender. If the tenderer becomes L-1, the notional rates for the omission items shall be the lowest rates quoted for the respective items by the other tenderers against the respective omission items for the subject job and the 'Total quoted price (loaded for omissions)' shall be arrived at. However the overall price remaining the same as quoted originally, the rates for all the items in the 'Total quoted price (loaded for omissions)' shall be reduced item wise in proportion to the ratio of 'Original' total price and the 'Total quoted price (loaded for omissions)'
- vi) The 'Final Total Amount' shall be arrived at after considering the amounts worked out in line with 'i' to 'iv' above.

1.4.2 **Reverse Auction**: In case of Reverse Auction, the successful bidder shall undertake to execute the work as per overall price offered by him during the Reverse Auction process. In case of omission of rates, the procedure shall be as per 'Guidelines for Reverse Auction' enclosed.

1.5. QUALIFICATION OF TENDERERS

- i) Only tenderers who have previous experience in the work of the nature and description detailed in

- the Notice Inviting Tender and/or tender specification are expected to quote for this work duly detailing their experience along with offer.
- ii) Offers from tenderers who do not have proven and established experience in the field shall not be considered
 - iii) .Offers from tenderers who are under suspension (banned) by any Unit/Region/Division of BHEL shall not be considered.
 - iv) Offers from tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India shall not be considered.

1.6. EVALUATION OF BIDS

- i) Technical Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Pre Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer
- ii) In case the same qualifying experience is claimed by more than one agency, then the agency who has executed the work as per documentary evidence submitted shall only be qualified. Scope of qualifying work should be totally with the agency who has executed and in case it is only labour+consumables without T&P, then the responsibility of execution is assigned to the first agency and not to the agency who has executed only as labour supply contractor. Further, BHEL reserves the right to ask for further proofs including submission of TDS certificates for the said job
- iii) In case the qualifying experience is claimed by private organizations based on Work Order and completion certificates from another private organization, BHEL reserves the right to ask for further proofs including submission of TDS certificates for the said job
- iv) Assessing Bidder Capacity for executing the current tender shall be as per Notice Inviting Tender
- v) Price Bids of shortlisted bidders shall only be opened either through the conventional price bid opening or through electronic Reverse Auction, at the discretion of BHEL
- vi) Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated in due course after issue of LOI/LOA to successful bidder and receipt of unqualified acceptance from the successful bidder
- vii) Bidders are advised to also refer to clause no 2.9.4 regarding evaluation of their performance in ongoing projects for the current tender

1.7. DATA TO BE ENCLOSED

Full information shall be given by the tenderer in respect of the following. Non-submission of this information may lead to rejection of the offer.

- i) **INCOME TAX PERMANENT ACCOUNT NUMBER**
Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company/Firm/Individual Partners, etc. shall be furnished along with tender.
- ii) **ORGANIZATION CHART**
The organization chart of the tenderer's organization, including the names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.
- iii) An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor
- iv) **IN CASE OF INDIVIDUAL TENDERER:**
His / her full name, address and place & nature of business.

v) **IN CASE OF PARTNERSHIP FIRM**

The names of all the partners and their addresses, A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed.

vi) **IN CASE OF COMPANIES:**

- a. Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished).
- b. Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.

1.8 **AUTHORISATION AND ATTESTATION**

Tenders shall be signed by a person duly authorized/empowered to do so. An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor shall be submitted along with the tenders

1.9 **EARNEST MONEY DEPOSIT**

1.9.1 Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.

- i) EMD shall be furnished along with the offer in full as per the amount indicated in the Special Conditions of Contract / NIT
- ii) EMD is to be paid in cash (as permissible under Income Tax Act), Pay order or Demand Draft in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ issuing the tender.
- iii) No other form of EMD remittance shall be acceptable to BHEL
- iv) Bidder may opt to deposit "One Time EMD" of Rs. 2.0 lakhs (Rupees Two lakhs only) with BHEL:Power Sector Region HQ issuing the tender, which will enable them to participate in all the future tender enquiries in respect of Erection and Commissioning services issued from the respective office. Interested bidders may clearly send their consent for converting the present EMD into a "One Time EMD" in their offer.
 - Note : The 'One Time EMD' cannot be withdrawn by the tenderers within 3 years from the date of deposit, under any circumstances. The Tenderer who wishes to withdraw after three years will not be allowed to submit 'One Time EMD' again.
- v) Bidders who have already deposited such "One Time EMD" of Rs. 2.00 lakh are exempted from submission of EMD for this tender. However a copy of 'One Time EMD' certificate issued by BHEL Regional HQ issuing the tender shall be enclosed along with the offer.

1.9.2 EMD by the bidder will be forfeited as per Tender Documents if

- i) After opening the tender, the bidder revokes his tender within the validity period or increases his earlier quoted rates.
- ii) The bidder 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.

1.9.3 EMD shall not carry any interest.

1.9.4 In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after acceptance of award by successful tenderer.

1.10 SECURITY DEPOSIT

1.10.1 Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work, as per the rates given below:

SN	Contract Value	Security Deposit Amount
1	Up to Rs. 10 lakhs	10% of Contract Value
2	Above Rs. 10 lakhs upto Rs.50 lakhs	1 lakh + 7.5% of the Contract Value exceeding Rs. 10 lakhs.
3	Above Rs. 50 lakhs	Rs 4 lakhs + 5% of the Contract Value exceeding Rs. 50 lakhs.

1.10.2 The security Deposit should be furnished before start of the work by the contractor.

1.10.3 Security Deposit may be furnished in any one of the following forms

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order / Demand Draft in favour of BHEL.
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats
- vi) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- vii) 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 deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills.
- viii) EMD of the successful bidder can be converted and adjusted against the cash portion of Security Deposit excepting for such bidders who have remitted One Time EMD.

NOTE: Acceptance of Security Deposit against Sl. No. (iv) and (vi) 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.

1.10.4 The Security Deposit shall not carry any interest.

1.10.5 In case the value of work exceeds / reduces from the awarded / accepted value, the Security Deposit shall be correspondingly enhanced / reduced as given below:

- i) The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
- ii) There will be no reduction in Security Deposit value in case of variation in contract value upto the lower limit specified in Quantity variation clause. In case of reduction of contract value beyond the lower limit specified in Quantity Variation clause, then the Security Deposit shall be re adjusted in proportion.
- iii) In case of reduction, the reduced Contract value shall be certified by BHEL Construction Manager after ascertaining / freezing of BOQ / Drawings from the Design / Engineering Centre. The reduced Security Deposit value can only be considered after taking into account the adequacy of the

securities held by BHEL to meet the liabilities of the contractor for the contract, and the performance of the contract in general. **In such cases, the revised value of Security Deposit shall be worked out only after execution of not less than the lower limit of the revised scope of work/contract value as per quantity variation clause, and as certified by Construction Manager. This reduction in value of Security Deposit shall not entitle the contractor to any amendment of Contract and shall be operated at the discretion of BHEL**

iv) Contract value for the purpose of operating the reduced/increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on manday rates.

1.10.6 The validity of Bank Guarantees towards Security Deposit shall be initially upto the completion period as stipulated in the Letter of Intent/Award + 3 months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL

1.10.7 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 fulfill 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 other contracts with BHEL.

1.11 RETURN OF SECURITY DEPOSIT

Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor along with the 'Final Bill' after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

1.12 BANK GUARANTEES

Where ever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with

- i) Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
- ii) The Bank Guarantees shall be as per prescribed formats.
- iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period (subject to a minimum period of six months), as per the advice of BHEL Site Engineer / Construction Manager. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.
- iv) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Construction Manager and submitted to the Regional HQ issuing the LOI/LOA.
- v) In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
- vi) Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.
- vii) The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due), addressed to the Subcontracting Department of the respective Region.

1.13 VALIDITY OF OFFER

The rates in the Tender shall be kept open for acceptance for a minimum period of **SIX MONTHS** from latest due date of offer submission (including extension, if any) . In case BHEL (Bharat Heavy Electricals Ltd) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

1.14 EXECUTION OF CONTRACT AGREEMENT

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 Tenderer shall submit an unqualified acceptance to the Letter of Intent/Award within the period stipulated therein.

The successful tenderer shall be required to execute an agreement in the prescribed form, with BHEL, within a reasonable time after the acceptance of the Letter of Intent/Award, and in any case before releasing the first running bill. The contract agreement shall be signed by a person duly authorized/empowered by the tenderer. The expenses for preparation of agreement document shall be borne by BHEL.

1.15 REJECTION OF TENDER AND OTHER CONDITIONS

1.15.1 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 as per NIT
- c. To award the work in part if specified in NIT
- d. In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.

1.15.2 Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.

1.15.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL, or tenderer under suspension (hold/banning /delisted) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India. BHEL reserves the right to reject a bidder in case it is observed that they are overloaded and may not be in a position to execute this job as per the required schedule in line with clause no. 9.0 of the 'NIT'. The decision of BHEL will be final in this regard.

1.15.4 If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.

1.15.5 BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. They 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.

- 1.15.6 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 money due.
- 1.15.7 Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
- 1.15.8 In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.
- 1.15.9 The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL's Construction Manager/Site Incharge. The tenderer is solely responsible to BHEL for the work awarded to him.
- 1.15.10 The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders
- 1.15.11 Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-I party, then the awarded price i.e contract value shall be worked out after considering the discount so offered.
- 1.15.12 BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

CHAPTER-2

2.1 **DEFINITION:** The following terms shall have the meaning hereby assigned to them except where the context otherwise requires

- i) BHEL shall mean Bharat Heavy Electricals Limited (of the respective Power Sector Region inviting the Tender), a company registered under Indian Companies Act 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI – 110 049, or its Power Sector Regional Offices or its Authorised Officers or its Site Engineers or other employees authorised to deal with any matters with which these persons are concerned on its behalf.
- ii) “EXECUTIVE DIRECTOR” or ‘GROUP GENERAL MANAGER’ or “GENERAL MANAGER (Incharge)” or “GENERAL MANAGER” shall mean the Officer in Administrative charge of the respective Power Sector Region.
- iii) “COMPETENT AUTHORITY” shall mean Executive Director or Group General Manager or General Manager (Incharge) or General Manager or BHEL Officers who are empowered to act on behalf of the Executive Director or General Manager (Incharge) or General Manager of BHEL.
- iv) “ENGINEER” or “ENGINEER IN CHARGE” shall mean an Officer of BHEL as may be duly appointed and authorized by BHEL to act as “Engineer” on his behalf for the purpose of the Contract, to perform the duty set forth in this General Conditions of Contract and other Contract documents. The term also includes ‘CONSTRUCTION MANAGER’ or ‘SITE INCHARGE’ as well as Officers at Site or at the Headquarters of the respective Power Sector Regions.
- v) “SITE” shall mean the places or place at which the plants/equipments are to be erected and services are to be performed as per the specification of this Tender.
- vi) “CLIENT OF BHEL” or “CUSTOMER” shall mean the project authorities with whom BHEL has entered into a contract for supply of equipments or provision of services.
- vii) “CONTRACTOR” shall mean the successful Bidder/Tenderer who is awarded the Contract and shall include the Contractor’s successors, heirs, executors, administrators and permitted assigns.
- viii) “CONTRACT” or “CONTRACT DOCUMENT” shall mean and include the Agreement of Work Order, the accepted appendices of Rates, Schedules, Quantities if any, General Conditions of Contract, Special Conditions of Contract, Instructions to the Tenderers, Drawings, Technical Specifications, the Special Specifications if any, the Tender documents, subsequent amendments mutually agreed upon and the Letter of Intent/Acceptance issued by BHEL. Any conditions or terms stipulated by the contractor 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/Award and incorporated in the agreement.
- ix) “GENERAL CONDITIONS OF CONTRACT” shall mean the ‘Instructions to Tenderers’ and ‘General Conditions of Contract’ pertaining to the work for which above tenders have been called for.
- x) “TENDER SPECIFICATION” or “TENDER” or “TENDER DOCUMENTS” shall mean General Conditions, Common Conditions, Special Conditions, Price Bid, Rate Schedule, Technical

	Specifications, Appendices, Annexures, Corrigendums, Amendments, Forms, procedures, Site information, etc and drawings/documents pertaining to the work for which the tenderers are required to submit their offers. Individual specification number will be assigned to each Tender Specification.
xi)	“LETTER OF INTENT” shall mean the intimation by a Letter/Fax/email 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 terms and conditions of the contract are applicable from this date.
xii)	“COMPLETION TIME” shall mean the period by ‘date/month’ specified in the ‘Letter of Intent/Award’ or date mutually agreed upon for handing over of the intended scope of work, the erected equipment/plant which are found acceptable by the Engineer, being of required standard and conforming to the specifications of the Contract.
xiii)	“PLANT” shall mean and connote the entire assembly of the plant and equipments covered by the contract.
xiv)	“EQUIPMENT” shall mean equipment, machineries, materials, structural, electricals and other components of the plant covered by the contract.
xv)	“TESTS” shall mean and include such test or tests to be carried out on the part of 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 contractor or part thereof.
xvi)	“APPROVED”, “DIRECTED” or “INSTRUCTED” shall mean approved, directed or instructed by BHEL.
xvii)	“WORK or CONTRACT WORK” shall mean and include supply of all categories of labour, specified consumables, tools and tackles and Plants required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipments to the entire satisfaction of BHEL.
xviii)	“SINGULAR AND PLURALS ETC” words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting the masculine Gender shall be taken to include the feminine Gender and words imparting persons shall include any Company or Associations or Body of Individuals, whether incorporated or not.
xix)	“HEADING” – The heading in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken as instructions thereof or of the contract.
xx)	“MONTH” shall mean calendar month unless otherwise specified in the Tender.
xxi)	Day’ or ‘Days’ unless herein otherwise expressly defined shall mean calendar day or days of twenty four (24) hours each. A week shall mean continuous period of seven (7) days.
xxii)	“COMMISSIONING” shall mean the synchronisation testing and achieving functional operation of the Equipment with associated system after all initial adjustments, trials, cleaning, re-assembly required at site if any, have been completed and Equipment with associated system is

	ready for taking into service.
xxiii)	“WRITING” shall include any manuscript type written or hand written or printed statement or electronically transmitted messages, under the signature or seal or transmittal of BHEL.
xxiv)	“TEMPORARY WORK” shall mean all temporary works for every kind required in or for the execution, completion, maintenance of the work.
xxv)	‘CONTRACT PRICE’ or ‘CONTRACT VALUE’ shall mean the sum mentioned in the LOI/LOA/Contract Agreement subject to such additions thereto or deductions there from as may be made under provisions hereinafter contained
xxvi)	“COMMENCEMENT DATE” or “START DATE” shall mean the commencement/start of work at Site as per terms defined in the Tender/
xxvii)	“SHORT CLOSING” or “FORE CLOSING” of Contract shall mean the premature closing of Contract, for reasons not attributable to the contractor and mutually agreed between BHEL and the contractor
xxviii)	“TERMINATION” of Contract shall mean the pre mature closing of contract due to reasons as mentioned in the contract
xxix)	“DE MOBILISATION” shall mean the temporary winding up of Site establishment by Contractor leading to suspension of works temporarily for reasons not attributable to the contractor
xxx)	“RE MOBILISATION” shall mean the resumption of work with all resources required for the work after demobilization.
2.2	<p style="text-align: center;">LAW GOVERNING THE CONTRACT AND COURT JURISDICTION</p> <p>The contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court having original Civil Jurisdiction at Delhi for PSNR, at Kolkata for PSER, at Nagpur for PSWR and at Chennai for PSSR, shall alone have exclusive jurisdiction in regard to all claims in respect of the Contract. No other Civil Court shall have jurisdiction in case of any dispute, under this contract</p>
2.3	<p style="text-align: center;">ISSUE OF NOTICE</p> <p>2.3.1 <u>Service of notice on contractor</u> Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by Registered Post / Speed Post to or leaving the same at the Contractor's last known address of the principal place of business (or in the event of the contractor being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Contractor to BHEL. Such posting or leaving of the notice shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.</p> <p>2.3.2 <u>Service of notice on BHEL</u> Any notice to be given to BHEL in-charge/Region under the terms of the Contract shall be served by sending the same by post to or leaving the same at BHEL address or changed address as notified in writing by BHEL to the Contractor.</p>
2.4	<p style="text-align: center;">USE OF LAND</p> <p>No land belonging to BHEL or their Customer under temporary possession of BHEL shall be occupied by the contractor without written permission of BHEL.</p>

2.5 COMMENCEMENT OF WORK

- 2.5.1 The contractor shall commence the work as per the time indicated in the Letter of Intent from BHEL and shall proceed with the same with due expedition without delay.
- 2.5.2 If the contractor fails to start the work within stipulated time as per LOI or as intimated by BHEL, then BHEL at its sole discretion will have the right to cancel the contract. The Earnest Money and/or Security Deposit with BHEL 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.
- 2.5.3 All the work shall be carried out under the direction and to the satisfaction of BHEL.

2.6 MEASUREMENT OF WORK AND MODE OF PAYMENT:

- 2.6.1 All payments due to the contractors shall be made by e mode only, unless otherwise found operationally difficult for reasons to be recorded in writing.
- 2.6.2 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 work done during the month/period under various categories in line with terms of payment as per contract. The basis of arriving at the quantities, weights shall be relevant documents and drawings released by BHEL. These measurement sheets shall be prepared jointly with BHEL Engineers and signed by both the parties.
- 2.6.3 These measurement sheets will be checked by BHEL Engineer and quantities and percentage eligible for payment under various groups shall be decided by BHEL Engineer. The abstract of quantities and percentage so arrived at based on the terms of payment shall be entered in Measurement Book and signed by both the parties.
- 2.6.4 Based on the above quantities, contractor shall prepare the bills in prescribed format and work out the financial value. These will be entered in Measurement Book and signed by both the parties. Payment shall be made by BHEL after effecting the recoveries due from the contractor.
- 2.6.5 All recoveries due from the contractor for the month/period shall be effected in full from the corresponding running bills unless specific approval from the competent authorities is obtained to the contrary.
- 2.6.6 Measurement shall be restricted to that portion of work for which it is required to ascertain the financial liability of BHEL under this contract.
- 2.6.7 The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the Contractor.
- 2.6.8 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 charges, provide all the assistance with appliances and other things necessary for measurement.
- 2.6.9 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 re measurements shall be borne by the contractor unless such re measurements are warranted solely for reasons not attributable to contractor.

2.6.10 Passing of bills covered by such measurements does not amount to acceptance of the completion of the work measured. Any left out work has to be completed, if pointed out at a later date by BHEL.

2.6.11 Final measurement bill shall be prepared in the final bill format prescribed for the purpose based on the certificate issued by BHEL Engineer that entire works as stipulated in tender specification has been completed in all respects to the entire satisfaction of BHEL. Contractor shall give unqualified "No Claim" Certificate. All the tools and tackles loaned to him should be returned in satisfactory condition to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Books and signed by both parties to the contract. The Final Bill shall be prepared and paid within a reasonable time after completion of work.

2.7 RIGHTS OF BHEL

BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.

2.7.1 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 other agencies to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergent reasons/ BHEL's obligation to its customer.

2.7.2 To terminate the contract or get any part of the work done through other agency or deploy BHEL's own/hired/otherwise arranged resources, at the risk and cost of the contractor after due notice of a period of two weeks by BHEL, in the event of:-

- i) Contractor's continued poor progress
- ii) Withdrawal from or abandonment of the work before completion of the work
- iii) Contractor's inability to progress the work for completion as stipulated in the contract
- iv) Poor quality of work
- v) Corrupt act of Contractor
- vi) Insolvency of the Contractor
- vii) Persistent disregard to the instructions of BHEL
- viii) Assignment, transfer, sub-letting of contract without BHEL's written permission
- ix) Non fulfillment of any contractual obligations
- x) In the opinion of BHEL, the contractor is overloaded and is not in a position to execute the job as per required schedule

2.7.3 To meet the expenses including BHEL overheads on the differential cost at 5%, over and above the Liquidated damages/penalties arising out of "Risk & Cost" as explained above under SI.No. 2.7.2. BHEL shall recover the amount from any money due from Contractor, or from any money due to the Contractor including Security Deposit, or by forfeiting any T&P or material of the contractor under this contract or any other contract of BHEL or by any other means or any combination thereof

2.7.4 To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customer are terminated for any reason, as per mutual agreement.

2.7.5 To effect recovery from any amounts due to the contractor under this or any other contract or in

any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor's failure to fulfill any of his obligations. BHEL shall levy overheads of 5% on all such payments along with interest as defined elsewhere in the GCC.

2.7.6 While every endeavour will be made by BHEL to this end, they cannot guarantee uninterrupted work due to conditions beyond their control. The Contractor will not be normally entitled for any compensation/extra payment on this account unless otherwise specified elsewhere in the contract.

2.7.7 In case the execution of works comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than two months, due to reasons not attributable to the contractor and other than Force Majeure conditions, BHEL may consider permitting the contractor to de mobilize forthwith and re mobilize at an agreed future date. Cost of such demobilization/remobilization shall be mutually agreed. ORC in such cases shall not be applicable for the period between the period of demobilization and re mobilisation. The duration of contract/time extension shall accordingly get modified suitably. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.

2.7.8 In the unforeseen event of inordinate delay in receipt of materials, drawings, fronts, etc, due to which inordinate discontinuity of work is anticipated, BHEL at its discretion may consider contractor's request to short close the contract in following cases:

- a) The balance works (including but not limited to Trial Operation, PG Test, etc) are minor vis a vis the scope of work envisaged as per the contract.
- b) There has been no significant work in past 6 months OR no significant work is expected in next 6 months (example in Hydro projects or in projects where work has stopped due to reasons beyond the control of BHEL)
- c) The balance works cannot be done within a reasonable period of time as they are dependent on unit shutdown or on other facilities of customer or any other reasons not attributable to the contractor

At the point of requesting for short closure, contractor shall establish that he has completed all works possible of completion and he is not able to proceed with the balance works due to constraints beyond his control. In such a case, the estimated value of the unexecuted portion of work (or estimated value of services to be provided for carrying out milestone/stage payments like Trial Operation/PG Test, etc) as mutually agreed, shall however be reduced from the final contract value.

2.7.9 **LIQUIDATED DAMAGES/PENALTY**

If the contractor fails to maintain the required progress of work which results in delay in the completion of the work as per the contractual completion period, BHEL shall have the right to impose Liquidated Damage/Penalty at the rate of 0.5% of the contract value, per week of delay or part thereof subject to a maximum of 10% of the contract value. For this purpose, the period of delay shall be the delay attributable to the Contractor for the completion of work as per contract. Contract Value for this purpose, shall be the final executed value exclusive of ORC, Extra Works executed on Manday rate basis, Supplementary/Additional Items and PVC.

2.8 RESPONSIBILITIES OF THE 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. The subcontractor shall fully indemnify BHEL against any claims of whatsoever nature arising due to the failure of the contractor in discharging any of his responsibilities hereunder:

- 2.8.1 As far as possible, Unskilled Workers shall be engaged from the local areas in which the work is being executed.
- 2.8.2 The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals and religious and other customs.
- 2.8.3 The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Disputes Act, Employers Provident Act, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act 1970, Payment of Bonus & Gratuity Act 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 also give to the local Governing Body, Police and other relevant Authorities all such notices as may be required by the Law.
- 2.8.4 The contractor shall obtain independent License under the Contract Labour (Regulations and Abolition Act, 1970) as required from the concerned Authorities based on the certificate (Form-V) issued by the Principal Employer/Customer
- 2.8.5 The contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalties, commission or other charges which may be leviable on account of his operations in executing the contract.
- 2.8.6 While BHEL would pay the inspection fees and Registration fees of Boiler/Electrical Inspectorate, all other arrangements for site visits periodically by the Inspectorate to site, Inspection certificate etc. will have to be made by contractor. However, BHEL will not make any payment to the Inspectorate in connection with contractor's Welders/Electricians qualification tests etc.
- 2.8.7 Contractor shall be responsible for provision of Health and Sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act), Safety precautions etc. as may be required for safe and satisfactory execution of contract.
- 2.8.8 The contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.
- 2.8.9 The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.
- 2.8.10 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 is responsibility of the contractor to make good the losses or compensate for the same.

- 2.8.11 All the properties/equipments/components of BHEL/their Client loaned with or without deposit to the contractor in connection with the contract shall remain properties of BHEL/their Client.
- 2.8.12 The contractor shall use such properties for the purpose of execution of this contract. All such properties/equipments/components shall be deemed to be in good condition when received by the contractor unless he notifies within 48 hours to the contrary. The contractor shall return them in good condition as and when required by BHEL/their Client. In case of non-return, loss, damage, repairs etc, the cost thereof as may be fixed by BHEL Engineer will be recovered from the contractor
- 2.8.13 In case the contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon if the item rates are not mentioned in existing contract
- 2.8.14 Any delay in completion of works/or non achievement of periodical targets due to the reasons attributable to the contractor, the same may have to be compensated by the contractor either by increasing manpower and resources or by working extra hours and/or by working more than one shift. All these are to be carried out by the contractor at no extra cost.
- 2.8.15 The contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- 2.8.16 All safety rules and codes applied by the Client/BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards, slings etc. or other protection 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. Due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of Clerical staff, watch and ward, store keepers to take care of equipment/materials and construction tools and tackles shall be posted at site by the contractor till the completion of work under this contract.
- The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices.
- Contractor has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by BHEL/Customer. The contractor has to assist in HSE audit by BHEL/Customer and submit compliance Report. The contractor has to generate and submit record/reports as per HSE plan/activities as per instruction of BHEL/Customer
- 2.8.17 The contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet giving all the payments given to the workers and duly signed by the contractor's representative should be furnished to BHEL site for record purpose, if so called for.
- 2.8.18 In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.

- 2.8.19 Also, no idle charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour and Tools & Plants being rendered idle due to any reason at any time.
- 2.8.20 The contractor shall take all reasonable care to protect the materials and work till such time the plant/equipment has been taken over by BHEL or their Client whichever is earlier.
- 2.8.21 The contractor shall not stop the work or abandon the site for whatsoever reason of dispute, excepting force majeure conditions. All such problems/disputes shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly
- 2.8.22 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.
- 2.8.23 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.
- 2.8.24 The Contractor to note that some of BHEL's T&Ps/MMDs may not be 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.
- 2.9 **PROGRESS MONITORING, MONTHLY REVIEW AND PERFORMANCE EVALUATION**
- 2.9.1 A detailed plan/programme for completion of the contractual scope of work as per the time schedule given in the contract shall be jointly agreed between BHEL and Contractor, before commencement of work . The above programme shall be supported by monthwise deployment of resources viz Manpower, T&P, Consumables, etc. Progress will be reviewed periodically (Daily/Weekly/Monthly) vis a vis this jointly agreed programme. The Contractor shall submit periodical progress reports (Daily/Weekly/Monthly) and other reports/information including manpower, consumables, T&P mobilization etc as desired by BHEL.
- 2.9.2 Monthly progress review between BHEL and Contractor shall be based on the agreed programme as above, availability of inputs/fronts etc, and constraints if any, as per prescribed formats. Manpower, T&P and consumable reports as per prescribed formats shall be submitted by contractor every month. Release of RA Bills shall be contingent upon certification by BHEL Site Engineer of the availability of the above prescribed formats duly filled in and signed.
- 2.9.3 The burden of proof that the causes leading to any shortfall is not due to any reasons attributable to the contractor is on the contractor himself. The monthly progress review shall record shortfalls attributable to (i) Contractor, (ii) Force Majeure Conditions, and (iii) BHEL
- 2.9.4 Performance of the Contractor shall be assessed as per prescribed formats and shall form the

basis for 'Annual/Overall Performance Evaluation' of the Contractor and also for 'Assessment of Capacity of Bidder' for Tenders where the Contractor is a bidder. BHEL reserves the right to revise the evaluation formats during the course of execution of the works

2.10 TIME OF COMPLETION

- 2.10.1 The time schedule shall be as prescribed in the Contract. The time for completion shall be reckoned from the date of commencement of work at Site as certified by BHEL Engineers
- 2.10.2 The entire work shall be completed by the contractor within the time schedule or within such extended periods of time as may be allowed by BHEL under clause 2.11

2.11 EXTENSION OF TIME FOR COMPLETION

- 2.11.1 If the completion of work as detailed in the scope of work gets delayed beyond the contract period, the contractor shall request for an extension of the contract and BHEL at its discretion may extend the Contract.
- 2.11.2 Based on the monthly reviews jointly signed, the works balance at the end of original contract period less the backlog attributable to the contractor shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the contractor is bound to complete the portion of backlog attributable to the contractor. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly.
- 2.11.3 However if any 'Time extension' is granted to the contractor to facilitate continuation of work and completion of contract, due to backlog attributable to the contractor alone, then it shall be without prejudice to the rights of BHEL to impose penalty/LD for the delays attributable to the contractor, in addition to any other actions BHEL may wish to take at the risk and cost of contractor.
- 2.11.4 A joint programme shall be drawn for the balance amount of work to be completed during the period of 'Time Extension', along with matching resources (with weightages) to be deployed by the contractor as per specified format. Review of the programme and record of shortfall shall be done every month of the 'Time extension' period in the same manner as is done for the regular contract period.
- 2.11.5 During the period of 'Time extension', contractor shall maintain their resources as per mutually agreed program
- 2.11.6 At the end of total work completion as certified by BHEL Engineer, and upon analysis of the total delay, the portion of time extensions attributable to (i) Contractor, (ii) Force majeure conditions, and (iii) BHEL, shall be worked out and shall be considered to be exhausted in the same order. The total period of time extensions shall be the sum of (i), (ii) and (iii) above and shall be equal to period between the scheduled date of completion and the actual date of completion of contract. LD shall be imposed/levied for the portion of time extensions attributable to contractor and recoverable from the dues payable to the contractor.

2.12 OVERRUN COMPENSATION

- 2.12.1 Over Run Compensation (ORC) is payable for works done during the extension period, by way of rate revisions for periods beyond original contract period subject to the following terms and conditions.
- 2.12.2 Rates shall be increased by 10% for the first twelve months of one or more extensions beyond original contract period. For the next twelve months of further extensions if any, rates shall be increased as above by 10% over the previous twelve months, and similarly for each subsequent twelve months extension.
- 2.12.3 The amount of increase payable per month due to rate revisions is subject to a minimum of Rs

- 1,00,000/- per month and a maximum of Rs 10,00,000/- per month.
- 2.12.4 Should there be any 'Time extension' for reasons attributable only to the contractor, then the work shall be executed by the contractor at the rates applicable for the period the work was planned
- 2.12.5 Payment of ORC shall be regulated as follows:
- i) Contractor is entitled to Over Run Compensation (ORC) only for the portion of backlog attributable to BHEL.
 - ii) 50% of the compensation as per clause 2.12.3 is allocated for deployment of resources agreed as per the joint programme drawn vide 2.11.4. Payment shall however be based on the actual deployment of resources for the month as certified by BHEL, as per weightages assigned therein
 - iii) 50% of the compensation as per clause 2.12.3, is allocated for achieving of planned progress agreed as per the joint programme drawn vide 2.11.4. Payment shall be on pro rata basis for actual achieved quantities
 - iv) Total Over Run Compensation shall be limited to 10% of the executed contract value as certified in Final Bill. For this purpose executed contract value excludes PVC, ORC, Supplementary/Additional Items and Extra Works done on Manday rate basis
- 2.12.6 Contractor shall not be entitled for any Over Run Compensation (ORC) for the portion of backlog attributable to the contractor. Such works shall be executed at the rates applicable for the period the work was planned

2.13 INTEREST BEARING RECOVERABLE ADVANCES

- 2.13.1 Normally no advance is payable to the contractor. However, advance payment in exceptional circumstances shall be interest bearing and secured through a Bank Guarantee and shall be limited to a maximum of 5% of contract value. This 'Interest Bearing Recoverable Advance' shall be payable in not less than two installments with any of the installment not exceeding 60% of the total eligible advance.
- 2.13.2 In exceptional circumstances, with due justification, Competent Authority of BHEL is empowered to approve proposals for payment of additional interim interest bearing advance against Bank Guarantee, for resource augmentation towards expediting work for project implementation.
- 2.13.3 Bank Guarantee towards 'Interest Bearing Recoverable Advance' shall be atleast 110% of the advance so as to enable recovery of not only principle amount but also the interest portion, if so required.
- 2.13.4 Contractor shall establish the utilization of advance drawn before the release of next installment.
- 2.13.5 Payment and recovery of Interest Bearing Recoverable advance shall be at the sole discretion of BHEL and shall not be a subject matter of arbitration.
- 2.13.6 The rate of interest applicable for the above advances shall be the prime lending rate of State Bank of India prevailing at the time of disbursement of the advance + 2%, and such rate will remain fixed till the total advance amount is recovered
- 2.13.7 Unadjusted amount of advances paid shall not exceed 5% of the total contract value at any point of time. Recovery of advances shall be made progressively from each Running Bill such that the advance amounts paid along with the interest is fully recovered by the time the contractor's billing reaches 80% of contract value.
- 2.13.8 Recovery rate per month shall be the sum of:

- a. Not less than 10% of Running Bill amount
- b. Simple interest up to the date of RA Bill on the outstanding Principle amount/amounts

2.13.9 Contractor to submit Bank Guarantee as per prescribed formats for each of the advance and shall be valid for at least one year or the recovery duration or the balance contract period which ever is later. In case the recovery of dues does not get completed within the aforesaid BG period, the contractor shall renew the BG or submit fresh BG for the outstanding amount and the remaining recovery period.

2.13.10 BHEL is entitled to make recovery of the entire outstanding amount in case the contractor fails to comply with the BG requirement

2.14 **QUANTITY VARIATION**

2.14.1 The quoted rates shall remain firm irrespective of any variations in the individual quantities. No compensation becomes payable in case the variation of the final executed contract value is within the limits of Plus (+) or Minus (-) 15% of awarded contract value

2.14.2 Compensation due to variation of final executed value in excess of the limits defined in clause above, shall be as follows:

- i) In case the finally executed contract value reduces below the lower limit of Contract Value due to quantity variation specified above, the contractor will be eligible for compensation @ 15% of the difference between the lower limit of the contract value and the actual executed value.
- ii) In case the finally executed contract value increases above the upper limit of Contract Value due to quantity variation specified above, there will be no revision in the rates within the contract period.

2.15 **EXTRA WORKS**

2.15.1 All rectifications/modifications, revamping, and reworks required for any reasons not due to the fault of the contractor, or needed due to any change in deviation from drawings and design of equipments, operation/maintenance requirements, mismatching, or due to damages in transit, storage and erection/commissioning, and other allied works which are not very specifically indicated in the drawings, but are found essential for satisfactory completion of the work, will be considered as extra works.

2.15.2 Extra works arising on account of the contractor's fault, irrespective of time consumed in rectification of the damage/loss, will have to be carried out by the contractor free of cost. Under such circumstances, any material and consumable required for this purpose will also have to be arranged by the contractor at his cost.

2.15.3 All the extra work should be carried out by a separately identifiable gang, without affecting routine activities. Daily log sheets in the pro-forma prescribed by BHEL should be maintained and shall be signed by the contractor's representative and BHEL engineer. No claim for extra work will be considered/entertained in the absence of the said supporting documents i.e. daily log sheets. Signing of log sheets by BHEL engineer does not necessarily mean the acceptance of such works as extra works.

2.15.4 BHEL retains the right to award or not to award any of the major repair/rework/modification/rectification/fabrication works to the contractor, at their discretion without assigning any reason for the same

2.15.5 After eligibility of extra works is established and finally accepted by BHEL engineer/designer, payment will be released on competent authority's approval at the following rate.

MAN-HOUR RATE FOR ELIGIBLE EXTRA WORKS: Single composite average labour man-hour rate, including overtime if any, supervision, use of tools and tackles and other site expenses and incidentals, consumables for carrying out any major rework/ repairs/ rectification/ modification/ fabrication as certified by site as may arise during the course of erection, testing, commissioning or extra works arising out of transit, storage and erection damages, payment, if found due will be at Rs 60/- per man hour.

2.15.6 The above composite labour man hour rate towards extra works shall remain firm and not subject to any variation during execution of the work. PVC will not be applicable for extra works. Rate revision, Over Run Charges/compensation etc will not be applicable due to extra works.

2.15.7 **Extra Works for Civil Packages** shall be regulated as follows

- i) Rates for Extra Works arising due to (1) non availability of BOQ (Rate Schedule), OR (2) change in Specifications of materials/works (3) rectification/modification/dismantling & re erecting etc due to no fault of Contractor, shall be in the order of the following:
 - a) Item rates are to be derived from similar nature of items in the BOQ (Rate Schedule) with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities.
 - b) As per CPWD-DSR-2007 (or latest edition) with applicable escalation derived from All India Consumer price Index for Whole Sale Commodities, OR, Notification issued by the office of CPWD for 'Cost Index' in that Region where the project is being executed, whichever is less
 - c) Item rates are to be worked out on the basis of prevailing market rates mutually agreed between BHEL and Contractor, plus 15% towards Contractor's overheads and profit.
- ii) PVC and ORC will not applicable be for (i) above.

2.16 SUPPLEMENTARY ITEMS

2.16.1 For NON Civil Works

Supplementary items are items/works required for completion of entire work but not specified in the scope of work. Subject to certification of such items/works as supplementary items by BHEL Engineer, rates shall be derived on the basis of any one of the following on mutual agreement:

- i) Based on percentage breakup/rates indicated for similar/nearby items
- ii) In case (i) above does not exist, then BHEL/site may derive the percentage breakup/rates to suit the type of work

2.16.2 For Civil Works

- i) Rates for Supplementary Works/Additional Works arising out due to additions/alterations in the original scope of works as per contract subject to certification of BHEL Engineer shall be worked out as under:
 - a) Item rates which are available in existing BOQ (Rate Schedule) shall be operated with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities
 - b) Items of works which are not available in existing BOQ shall be operated as an 'Extra Works' and rate shall be derived as per clause no 2.15.7
- ii) Execution of Supplementary Works/Additional Works through the Contractor shall be at the sole discretion of BHEL, and shall be considered as part of executed contract value for the purpose of Quantity Variation as per clause 2.14
- iii) BHEL Engineer's decision regarding fixing the rate as above is final and binding on the contractor.

iv) PVC and ORC will not be applicable for (i) above.

2.17 PRICE VARIATION COMPENSATION

2.17.1 In order to take care of variation in cost of execution of work on either side, due to variation in the index of LABOUR, HIGH SPEED DIESEL OIL, WELDING ROD, CEMENT, STEEL, MATERIALS, Price Variation Formula as described herein shall be applicable

2.17.2 85% component of Contract Value shall be permitted to be adjusted for variation in various relevant indices during execution of work. The remaining 15% shall be treated as fixed component

2.17.3 The basis for calculation of price variation in each category, their component, Base Index, shall be as under:

SL NO.	CATEGORY	BASE INDEX	COMPONENT ('K')				
			CIVIL PACKAGES (See Note A/B/C)			MECHANICAL PACKAGES	LABOUR ORIENTED PACKAGES (See Note D)
			A	B**	C		
i)	LABOUR (ALL CATEGORIES)	'MONTHLY ALL-INDIA AVERAGE CONSUMER PRICE INDEX NUMBERS FOR INDUSTRIAL WORKERS' published by Labour Bureau, Ministry of Labour and Employment, Government of India. (Website: labourbureau.nic.in)	40	25	30	65	80
ii)	HIGH SPEED DIESEL OIL	Name of Commodity : HSD OIL. Type : INDIVIDUAL COMMODITY (See Note F)	5	3	5	5	5
iii)	WELDING ROD	Name of Commodity : WELDING ROD Type: INDIVIDUAL COMMODITY (See Note F)				15	
iv)	CEMENT	Name of Commodity : GREY CEMENT Type: INDIVIDUAL COMMODITY (See Note F)		20	30		
v)	STEEL (Structural and Reinforcement Steel)	Name of Commodity : a1. IRON & SEMIS Type: GROUP ITEM (See Note F)		25			
vi)	MATERIALS (Other than Cement & Steel)	Name of Commodity: ALL COMMODITIES Type: GROUP ITEM (See Note F)	40	12	20		

Note: A) Cement & Steel : Free Issue (BHEL Scope)

B) Cement & Steel : In Contractor Scope {**: unless otherwise specified in Special Conditions of Contract (SCC) }

C) Cement in Contractor Scope, and Steel is Free Issue (BHEL Scope)

D) Predominantly 'Labour Oriented' packages including Material Handling & Management, Insulation, Painting, Electrical and CI or a combination thereof, which are separately tendered and awarded

E) For Composite packages (i.e. Civil+Mechanical+Electrical/CI or Civil+Mechanical or Mechanical+Electrical/CI), the components for various categories shall be as per respective packages

F) As per the 'MONTHLY WHOLE SALE PRICE INDEX' for the respective Commodity and Type, published by Office of Economic Adviser, Ministry of Commerce and Industry, Government of India. (Website : www.eaindustry.nic.in). Revisions in the index or commodity will be re adjusted accordingly.

2.17.4 Payment/recovery due to variation in index shall be determined on the basis of the following

notional formula without any initial absorption, in respect of the identified components viz LABOUR, HIGH SPEED DIESEL OIL, WELDING ROD, CEMENT, STEEL, MATERIALS

$$P = K \times R \times \frac{(X_N - X_o)}{X_o}$$

Where

P = Amount to be paid/recovered due to variation in the Index for Labour, High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials

K = Percentage component applicable for Labour, High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials

R = Value of work done for the billing month (Excluding Taxes and Duties if payable extra)

XN = Revised Index No for Labour, High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials for the billing month under consideration

Xo = Index no for Labour, High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials as on the Base date.

2.17.5 **Base date shall be calendar month of the latest date of submission of Tender.**

2.17.6 PVC shall not be payable for the ORC amount, Supplementary/Additional Items, Extra works.

2.17.7 The contractor shall furnish necessary monthly bulletins for the necessary indices from the relevant websites along with his Bills.

2.17.8 The contractor will be required to raise the bills for price variation payments on a monthly basis along with the running bills irrespective of the fact whether any increase/decrease in the index for relevant categories has taken place or not. In case there is delay in publication of bulletins (final figure), the provisional values as published can be considered for payments and arrears shall be paid/recovered on getting the final values.

2.17.9 PVC shall be applicable for the entire original contract period plus the extended period. However the Total Quantum of Price Variation amount payable/recoverable shall be regulated as follows:

- i) For the portion of backlog attributable to the contractor, the PVC will be based on the average of the indices for the period of the original contract period.
- ii) For the period of Force Majeure, the PVC will be limited to the indices applicable at the beginning of the force majeure period.
- iii) For the portion of backlog attributable to BHEL, the PVC will be as per the indices applicable for the respective months
- iv) The total amount of PVC shall not exceed 20% of the cumulatively executed contract value. Executed contract value for this purpose is exclusive of PVC, ORC, Supplementary/Additional Items and Extra works.

2.18 **INSURANCE**

2.18.1 BHEL/their customer shall arrange for insuring the materials/properties of BHEL/customer covering the risks during transit, storage, erection and commissioning.

2.18.2 It is the sole responsibility of the contractor to insure his materials, equipments, workmen, etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client /BHEL in the area of project which are in force from time to time will have to be followed by the contractor.

2.18.3 If due to negligence and or non-observation of safety and other precautions by the contractors, any accident/injury occurs to the property / manpower belong to third party, the contractor shall have to pay necessary compensation and other expense, if so decided by the appropriate authorities.

2.18.4 The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss due to theft or otherwise till the same is taken over by BHEL or customer. For lodging / processing of insurance claim the contractor will submit necessary documents. BHEL will recover the loss including the deductible franchise 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. However this will not relieve the contractor of his contractual obligation for the material in his custody.

2.19 STRIKES & LOCKOUT

2.19.1 The contractor will be fully responsible for all disputes and other issues connected with his labour. In the event of the contractor's labour resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of one month, BHEL shall have the right to get the work executed through any other agencies and the cost so incurred by BHEL shall be deducted from the Contractor's bills.

2.19.2 For all purposes whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL

2.20 FORCE MAJEURE

The following shall amount to Force Majeure:-

2.20.1 Acts of God, act of any Government, War, Sabotage, Riots, Civil commotion, Police action, Revolution, Flood, Fire, Cyclones, Earth quake and Epidemic and other similar causes over which the contractor has no control.

2.20.2 If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by force majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the contractor shall be extended by a period of time equal to period of delay, provided that on the occurrence of any such contingency, the contractor immediately reports to BHEL in writing the causes of delay and the contractor shall not be eligible for any compensation.

2.21 ARBITRATION & RECONCILIATION

2.21.1 In case amicable settlement is not reached in the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the Contractor in any manner touching upon the Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by BHEL/In charge(Region).

The award of the Arbitrator shall be binding upon the parties to the dispute

Subject as aforesaid, the provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or re enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. 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

2.21.2 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable :

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively.

2.21.3 The cost of arbitration shall be borne equally by the parties.

2.21.4 Work under the contract shall be continued during the arbitration proceedings

2.22 RETENTION AMOUNT

2.22.1 Retention Amount shall be 5% of executed contract value and shall be recovered at the rate of 5% from each Running Bill admitted, including PVC Bills.

2.22.2 Refund of Retention Amount shall be as follows:

- i) 50% of retention amount along with 'Final Bill'
- ii) Balance 50% of retention amount shall be retained towards 'Performance Guarantee for Workmanship' and shall become refundable after expiry of Guarantee period, provided all the defects noticed during the guarantee period have been rectified to the satisfaction of BHEL Site Engineer/BHEL Construction Manager, and after deducting all expenses/other amounts due to BHEL under the contract/other contracts entered into by BHEL with them. This portion of the retention amount can be released on commencement of the Guarantee period, on submission of equivalent Bank Guarantee.

2.23 PAYMENTS

Payments to Contractors are made in any one of the following forms

2.23.1 Running Account Bills (RA Bills)

- i) These are for interim payments when the contracts are in progress. The bills for such interim payments are to be prepared by Contractor in prescribed formats (RA Bill forms).
- ii) Payments shall be made according to the extent of work done as per measurements taken up to the end of the calendar month and in line with the terms of payments described in the Tender documents
- iii) Recoveries on account of electricity, water, statutory deductions, etc are made as per terms

- of contract
- iv) Full rates for the work done shall be allowed only if the quantum of work has been done as per the specifications stipulated in the contract. If the work is not executed as per the stipulated specifications, BHEL may ask the contractor to re do the work according to the required specifications, without any extra cost. However, where this is not considered necessary 'OR' where the part work is done due to factors like non-availability of material to be supplied by BHEL 'OR' non availability of fronts 'OR' non availability of drawings, fraction payment against full rate, as is considered reasonable, may be allowed with due regard for the work remaining to be done. BHEL decision in this regard will be final and binding on the contractor.
 - v) In order to facilitate part payment, BHEL Site Engineer at his discretion may further split the contracted rates/percentages to suit site conditions, cash flow requirements according to the progress of work

2.23.2 Final Bill

Final Bill' is used for final payment on closing of Running Account for works or for single payment after completion of works. 'Final Bill' shall be submitted as per prescribed format after completion of works as per scope and upon material reconciliation, along with the following.

- i) 'No Claim Certificate' by contractor
- ii) Clearance certificates where ever applicable viz Clearance Certificates from Customer, various Statutory Authorities like Labour department, PF Authorities, Commercial Tax Department, etc
- iii) Indemnity bond as per prescribed format

BHEL shall settle the final bills after deducting all liabilities of Contractor to BHEL

2.24 PERFORMANCE GUARANTEE FOR WORKMANSHIP

2.24.1 Even though the work will be carried out under the supervision of BHEL Engineers the Contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of twelve months from the date of commencement of guarantee period as defined in Special Conditions of Contract, for good workmanship and shall rectify free of cost all defects due to faulty erection detected during the guarantee period. 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 the Guarantee money.

2.24.2 BHEL shall release the guarantee money subject to the following

- i) Contractor has submitted 'Final Bill'
- ii) Guarantee period as per contract has expired
- iii) Contractor has furnished 'No Claim Certificate' in specified format
- iv) BHEL Site Engineer/Construction Manager has furnished the 'No Demand Certificate' in specified format
- v) Contractor has carried out the works required to be carried out by him during the period of Guarantee and all expenses incurred by BHEL on carrying out such works is included for adjustment from the Guarantee money refundable.

2.25 CLOSING OF CONTRACTS

The Contract shall be considered completed and closed upon completion of all contractual obligations and settlement of Final Bill or completion of Guarantee period whichever is later. Upon closing of Contract, BHEL shall issue a completion certificate as per standard format, based on specific request of Contractor.

2.26	REVERSE AUCTION: BHEL reserves the right to go for Reverse Auction for Price Bid Opening by BHEL appointed service provider, instead of opening the submitted sealed price bid in the conventional way. The Business Rules for Reverse Auction shall be as per BHEL guidelines issued from time to time.
2.27	SUSPENSION OF BUSINESS DEALINGS BHEL reserves the right to take action against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.
2.28	OTHER ISSUES
2.28.1	Value of Non judicial Stamp Paper for Bank Guarantees and for Contract Agreement shall be not less than Rs 100/- unless otherwise required under relevant statutes.
2.28.2	In case of any conflict between the General Conditions of Contract and Special Conditions of Contract, provisions contained in the Special Conditions of Contract shall prevail.
2.28.3	Unless otherwise specified in NIT, offers from consortium/JVs shall not be considered.
2.28.4	BHEL may not insist for signing of Contract Agreements in respect of low value and short time period contracts like providing services for Hot water flushing, Chemical Cleaning, Transportation, etc