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TECHNICAL CONDITIONS OF CONTRACT (TCC)

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This section of Technical conditions of contract (TCC) is applicable for service part of contract. The conditions mentioned inscribed hereunder shall be read along with other volumes of tender, i.e. general conditions of contract (GCC, Volume-IB), Volume-III etc and in case of any conflict or inconsistency, the provision of the TCC, Volume- IF shall prevail.

CLAUSE NO	DESCRIPTION
1.0	PROJECT INFORMATION
1.1	INTRODUCTION DVC is setting up 2X660 MW Thermal Power Plant, Phase-II at Raghunathpur near Asansol, Distt.-Purulia, West Bengal <u>Approach to Site</u> The site is well connected by road and railways. The nearest railway station is Asansol which is connected to all over India. Nearest airport is Durgapur.
2.0	SCOPE
2.1	Scope of work and technical specification shall be as per Technical Specification of tender for Topographical survey. Rates/ prices are to be quoted as per description of work in Price schedule. The successful bidder will be issued necessary drawing at site for execution. The scope covers broadly the following:
2.1.1	Conducting Field Tests as per drawing, Price Schedule, technical specification and direction of BHEL / Customer Engineer.
2.1.2	Preparation and submission of preliminary report in duplicate and to be submitted to BHEL.
2.1.3	Preparation and submission of final report incorporating the comments of BHEL on the draft report, four copies of the final report along with one reproducible of all annexures to the report (graphs, tables, charts, calculations etc.) shall be submitted for 2X660 MW Thermal Power Plant, Phase-II at Raghunathpur near Asansol
2.1.4	Preparation and submission of final Topographical Survey report as per technical specification. Four copies of the final report along with reproducible shall be submitted for 2X660 MW Thermal Power Plant, Phase-II at Raghunathpur near Asansol
3.0	NAME OF WORK The scope covers providing labour, supervision, materials, T&Ps etc for Topographical survey work in 2X660 MW Thermal Power Plant, Phase-II at Raghunathpur near Asansol as per specification and tender terms & conditions.
4.0	DELETED
5.0	DEWATERING Contractor shall ensure at all times that his work area and approach / access roads are free from accumulation of water, so that the materials are safe and the erection/ progress schedule are not affected. No separate claim in this regards shall be admitted.
6.0	GENERAL
6.1	Bidders will have to submit "no deviation certificate" as per enclosed format. They may please note that, in case of bidders taking any deviation from the tender terms, bids are likely to be rejected. Bidders are also required to fill all annexures of tender.

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6.2	The contractor shall comply with all the rules and regulations of the local authorities, all statutory laws including minimum wages, workmen compensation etc. All registration and statutory inspection fees, if any, in respect of the work executed by the contractor shall be to his account.
6.3	Contractor's engineer & supervisors shall be adequately qualified and also inclined to do a quality job.
6.4	BHEL will not provide any T&P/ instruments/ consumables to the party. The work under the scope of the contractor will be deemed to be completed, in all respects, only when so certified by BHEL.
6.5	Review of preliminary report at BHEL/ PEM/ Noida: After submission of preliminary report by contractor, they may have to visit PEM/BHEL office at Delhi, to explain/ clarify/discuss the issues connected with the work/report and submit the final report accordingly. Such visits will be part of scope of work.
6.6	The Contractor shall have total responsibility for all equipment and materials in his custody stores, loose, semi-assembled and/or erected by him at Site. The Contractor shall make suitable security arrangements including employment of security personnel to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss. All materials of the Contractor shall enter and leave the Employer Site only with the written permission of the Employer in the prescribed manner.
7.0	SITE VISIT
	The bidder may visit the actual site to acquire full knowledge and information about the conditions prevailing at site as well as, in and around the project site, together with the statutory, obligatory, mandatory requirements of various authorities before submission of the bid.
8.0	QUALITY CONTROL & QUALITY ASSURANCE/ OCCUPATIONAL HEALTH, SAFETY & ENVIRONMENT MANAGEMENT
8.1	INSPECTION & FIELD QUALITY ASSURANCE
8.1.1	Contractor shall carry out all activities conforming to the approved Field Quality Plan (FQP) & technical instructions 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.
8.1.2	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.
8.1.3	The protocols between contractor and customer / BHEL shall be made for correctness of work & procedures, at each stage of installation, generally as per the requirement of customer / BHEL. This is necessary to ensure elimination of errors and to avoid accumulation and multiplication of errors.
8.1.4	A daily log book (with proper indexing) should be maintained by every supervisor / engineer of contractor, for respective area of work, on the job for detailing and incorporating readings measurement observations and other details of topographical survey inspection details of various equipment, etc. This log book shall be always accessible to BHEL engineers.

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8.1.5	Any rework, modification etc. required due to contractor's mistake and found at any stage inspection, shall be carried out by the contractor at no extra cost. Repair / rectification procedure to be adopted to make any job acceptable shall be subject to the approval of BHEL
8.2	REQUIREMENT OF ISO 9001
8.2.1	BHEL: PSER is accredited with ISO 9001 certification and as such this work is subject to various audits to meet ISO 9001 requirements.
8.2.2	<p>The basic philosophy of the Quality Management System under ISO 9001 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 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.</p> <p>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.</p>
8.2.3	BHEL reserves the right to carry out quarterly quality audits and quality surveillance of the systems and procedures of contractor's quality management. Contractor shall provide all necessary assistance to enable BHEL to carry out such audit & surveillance.
8.2.4	Quality audits / approval of the results of test & inspection will not prejudice the right of BHEL to reject an equipment service not giving desired performance and shall not in no way limit the liabilities and responsibilities of the contractor in earning satisfactory performances of equipment / service as per specification.
8.3	MMEs / MMRs
8.3.1	Contractor shall ensure deployment of reliable and calibrated MMEs (Measuring and Monitoring Equipment). The MMEs shall have test / calibration certificates from authorised / Government approved / Accredited agencies traceable to National / International Standards. 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 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 i.e. repeat the readings taken by that instrument, failing which BHEL may deploy MME and retake the readings at Contractor's cost.
8.3.2	Contractor shall provide all the Measuring Monitoring Equipment (MMEs) required for completion of the work satisfactorily. These MMEs shall be of brand, quality and required accuracy as per standards and as 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 shall give an indicative list of MMEs required for this work elsewhere in this contract and to be made available by the contractor. The list will be reviewed by BHEL site as per the requirement of approved FQPs and the contractor shall meet required any augmentation. Wherever or whenever needed

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8.3.3	It is the responsibility of the contractor to prove the accuracy of the testing / measuring / calibrating equipment brought by him based on the periodicity of calibration as called for in the BHEL's quality assurance standards/BHEL Engineer's instructions.
8.3.4	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, including resource augmentation if any, as specified by BHEL to make-up for the loss of time.
8.3.5	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.
8.4	INSPECTION BY TS / FES / QA ENGINEERS OF BHEL UNITS / ENGINEERING CENTRES
8.4.1	Apart from day-to-day inspection by BHEL Engineers stationed at Site and Customer's Engineers, stage inspection of work at various stages may also be conducted by teams of Engineers from, Quality Assurance teams from Field Quality Assurance, of BHEL & customer etc. Contractor shall arrange all labour, tools and tackles etc along with proper access for such stage inspections free of cost.
8.4.2	Any modifications suggested by BHEL QA Engineers' team shall be carried out. Claims of contractor, if any, shall be dealt as per applicable clause of the contract, and provided such modifications have not arisen for reasons attributable to the contractor.
8.5	CONFORMANCE TO THE STATUTORY REQUIREMENTS (AS APPLICABLE UNDER THE SCOPE OF THE CONTRACT)
8.5.1	It shall be contractor's responsibility to comply with statutory requirement & obtain approval of Statutory Authorities, wherever applicable, for the conducting of any work which comes under the purview of these authorities, at his cost.
8.6	OCCUPATIONAL HEALTH, SAFETY & ENVIRONMENT MANAGEMENT
8.6.1	Vendor has to follow HSE norms at project site during execution of entire contract period.
9.0	EXECUTION OF WORK
9.1	The contractor shall make his own arrangement for accommodating his personnel, equipment and materials at site and his quoted rates shall be inclusive of the same. The contractor shall arrange accommodation for their staff and employees, required for the project work, outside the plant premises, at their own cost. However, successful contractor's security personnel, shall be allowed to be stationed at the work place subject to prior approval from BHEL / Customer.
9.2	Contractor shall ensure arrangement of work beyond normal working hours in order to meet the time schedule. However, work during extended hours shall be allowed only on specific request from the contractor, subject to approval of BHEL/ customer.
9.3	De watering the surface as well as subsoil water during execution of the work shall be carried out by the contractor at his own cost.
9.4	The contractor shall arrange for transportation of all his materials and equipment, required for successful completion of the works under this contract. BHEL shall not, in anyway, be responsible for transportation of such materials or equipment and shall not issue any permit etc. for the purpose.

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9.5	In addition to the local laws and regulations the Contractor shall also comply with the Minimum Wages Act and the Payment of Wages Act (both of the Government of India & Government of West Bengal) and the rules made there under in respect of its labour and the labour of its sub-contractors currently employed on or connected with the contract.
9.6	All registration and statutory inspection fees, if any, in respect of his work pursuant to this Contract shall be to the account of the Contractor.
9.7	The Contractor upon signing of the Contract shall, in addition to a Project Co-ordinator, nominate another responsible officer as his representative at Site suitably designated for the purpose of overall responsibility and coordination of the Works to be performed at Site. Such person shall function from the Site office of the contractor during the pendency of Contract.
9.8	All the Works shall be performed to the lines, grades and elevations indicated on the drawings. The Contractor shall be responsible to locate and layout the Works. Basic horizontal and vertical control points will be established and marked by BHEL/Customer at Site at suitable points. These points shall be used as datum for the works under the Contract. The Contractor shall inform BHEL/Customer well in advance of the times and places at which he wishes to do work in the area allotted to him so that suitable datum points may be established and checked by the Employer to enable the Contractor to proceed with his works. Any work done without being properly located may be removed and/or dismantled by BHEL/Customer at Contractor's expense.
9.9	The Contractor shall bring to Site all equipment, components, parts, materials, including construction equipment, tools and tackles for the purpose of the Works under intimation to BHEL/Customer. All such goods shall, from the time of their being brought vest in the Employer, but may be used for the purpose of the Works only and shall not on any account be removed or taken away by the Contractor without the written permission of the Employer. The Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto. The Employer shall have a lien on such goods for any sum or sums which may at any time be due or owing to him by the Contractor, under, in respect of or by reasons of the Contract. After giving a fifteen (15) days notice in writing of his intention to do so, the Employer shall be at liberty to sell and dispose off any such goods, in such manner as he shall think fit including public auction or private treaty and to apply the proceeds in or towards the satisfaction of such sum or sums due as aforesaid. After the completion of the Works, the Contractor shall remove from the Site under the direction of the Employer the materials such as construction equipment, erection tools and tackles, scaffolding etc. with the written permission of the Employer. If the Contractor fails to remove such materials, within fifteen (15) days of issue of a notice by the Employer to do so then the Employer shall have the liberty to dispose off such materials and credit the proceeds thereto to the account of the Contractor.
10.0	IMTE Contractor shall ensure deployment of reliable and calibrated instrument, measuring and test equipments (IMTEs). The IMTE shall have test/calibration certificate from authorised/ Govt approved agencies. The contractor shall also keep provision of alternate arrangement for such IMTEs, so that the work does not suffer when a particular IMTE is sent for calibration. Re-testing/ re-calibration shall also be arranged by the contractor at their own cost at regular intervals during the period of use as advised by BHEL.
11.0	TEST CERTIFICATE FOR T&P

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	All T&Ps, lifting tackles, pulling devices, wire rope and slings to be deployed by the contractor, must bear valid/latest test certificates for their suitability, and the documents shall be preserved at site.
12.0	INSURANCE
12.1	In contractor's scope.
13.0	TOOLS & PLANTS
13.1	All tools & plants necessary to for successful execution of the scope of work shall be in contractor's scope.
14.0	WATER, POWER & OTHER FACILITIES
14.1	Contractor has to make his own arrangement for water and power supply, as shall be required to carry out the entire scope of work under this tender specification at his own cost. BHEL shall not be responsible, for providing any source of water or power to the contractor. The contractor may have to carry out the boring jobs even during the night. Hence all necessary arrangements may be deployed to ensure 24 hour working to ensure timely completion of the job.
14.2	All resources including T&P, manpower, consumables etc, required for survey, investigation, testing & successful completion of job are to be arranged by the contractor within the quoted/ accepted rates.
14.3	Contractor has to make his own arrangement at his cost for completing the formalities with the all authorities/ customer, if required, for bringing their material, plant, equipment at site for execution of the work.
14.4	Contractor has to make his own arrangement for accommodation, transportation & other facilities of their workmen/ employees at their own cost. BHEL may assist contractor in getting customer guest house accommodation at project site, for their engineers on chargeable basis, if available and agreed by customer. Contractor has to make his own arrangement for computer facilities (including stationary), to carry out their portion of work and for preparation of reports etc., at their own cost. Providing watch & ward for security and safety of their scope of materials will be the responsibility of contractor at their cost. BHEL may call for weekly/ monthly meeting for reviewing the progress of the work and the contractor will comply with it.
14.5	The successful bidder shall solely be responsible for adherence of all safety norms as applicable in the project premises during the execution of work.
15.0	PERFORMANCE BOND/ SECURITY DEPOSIT
15.1	Performance bond is not applicable.
15.2	Security deposit shall be governed by provision of GCC.
16.0	COMPLETION PERIOD
16.1	The entire scope of the work under this tender shall be completed within the stipulated time of 21 days from date of LOI. However, sequential completion must be accomplished as per construction schedule mentioned hereunder.
16.2	The contractor shall mobilize resources for start of work within the number of days stipulated in construction schedule.
17.0	CONSTRUCTION SCHEDULE

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	The bidder shall strictly adhere to the time schedule furnished below and mobilise resources accordingly so as to complete the entire scope of the work under this contract within the stipulated time of 21 days from date of LOI.	
	Milestone	Time
17.1	Site mobilisation & starting of topographical survey work.	Within 3 (Three) days from the date of issue of LOI.
17.2	Completion of Field Topographical Survey work and submission of preliminary report.	Within 12 (Twelve) days from the date of LOI
17.3	Submission of final report for review and approval.	Within 15 (Fifteen) days from the date of LOI
17.4	Completion of all other balance jobs	Within 21 (Twenty One) days from the date of LOI
18.0	TAXES, DUTIES ETC	
18.01	All taxes excluding GST & BOCW Cess (as specified elsewhere in the tender) but including, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract shall be borne by successful bidder and shall not be payable extra by BHEL. Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful bidder contractor. Bidder's quoted/ accepted rates/ price shall be inclusive of all such requirements.	
18.02	GST along with Cess (as applicable) legally leviable & payable by successful bidder as per GST Law shall be paid by BHEL, extra. Hence, bidder shall not include GST along with Cess (as applicable) in their quoted rates/ price.	
18.03	Successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by successful bidder on BHEL for this project / work.	
18.04	Since GST on output will be paid by BHEL separately as enumerated above, bidder's your quoted rates / price should be after considering the Input Credit under GST law at bidder's end.	
18.05	TDS under Income Tax Act shall be deducted as per prevailing IT rules from the bills.	
18.06	TDS under GST shall be deducted as per prevailing GST rules from the bills.	
18.07.1	You may collect TCS under section 206C(1H) of Income Tax Act, 1961 if applicable.	
18.07.2	In case, you collect TCS under section 206C(1H) of Income Tax Act, 1961, following compliance is required.	
18.07.2.1	TAN and PAN of vendor should appear in all invoices/claims. Copy of TAN /TCS registration is to be submitted.	
18.07.2.2	Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice.	
18.07.2.3	You shall be required to submit certificate of TCS in Form no. 27D within 15 days from the due date for furnishing the statement of tax collected at the source.	
18.07.3	In case, you do not collect TCS under section 206C(1H) of Income Tax Act, 1961, following declaration is to be submitted alongwith each invoice: - "I/We hereby declare that I/We are not required to collect TCS under section 206C(1H) of Income Tax Act,	

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	1961, on this bill.
18.07.4	In event of failure to comply with the provisions of the Act, or proper certificate not issued, or if tax collected but not remitted to the Government, or for any other reason and thereby causing loss to BHEL, the same shall be recoverable from the vendor with applicable interest.
18.07.5	You shall comply with all statutory amendment/notifications in this respect.
18.08	Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred thereunder) wherein the 'Bill To' details shall encompass following. BHEL GSTN – Refer attached GSTN code table of BHEL. Name - BHARAT HEAVY ELECTRICALS LIMITED Address - Shall be intimated later. Specific details of BHEL GSTN, Name and Address as stated above, have been specified elsewhere in the tender.
18.09	Successful bidder to intimate immediately on the day of removal of goods (in case of any supply of goods) to BHEL along with all relevant details and send a scanned copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances. Portal address. and Email address – Shall be intimated later. Specific details of above shall be intimated to successful bidder by BHEL at appropriate juncture.
18.10	In case of delay in submission of above mentioned documents on the date of despatch, BHEL may incur penalty / interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from successful bidder, in case such delay is not attributable to BHEL.
18.11	In case of raising any Supplementary Tax Invoice (Debit / Credit Note), successful bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.
18.12	Successful bidder shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice. If any supply of goods is applicable, successful bidder shall also ensure prompt delivery of goods after despatch.
18.13	Bidder shall note that in case GST credit is delayed / denied to BHEL due to delayed / non receipt of goods and / or Tax Invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons, not attributable to BHEL, GST amount shall be recoverable from successful bidder along with interest levied/ leviable on BHEL, as the case may be.
18.14	Successful bidder shall upload the invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act, and the same shall be available to BHEL in FORM GSTR-2A/2B electronically through the common portal. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the successful bidder along with interest levied / leviable on BHEL.

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18.15	Way Bill: Successful bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract. Successful bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit / Way Bill, if required, shall be arranged by successful bidder and BHEL will not supply any Road Permit/ Way Bill for this purpose.
18.16	Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.
18.17	Benefits and / or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a later date.
19.0	TERMS OF PAYMENT
19.1	Subject to any deduction which BHEL may be authorised to make under the contract, the contractor, based on the certificate of the Engineer at site shall be entitled for payments of his Final bills as explained hereunder.
19.1.1	80 % of item wise unit rate will be payable on completion of site/ lab investigations.
19.1.2	10 % of item wise unit rate will be payable on submission of preliminary report.
19.1.3	10 % of item wise unit rate will be held as Retention amount and shall be payable on submission of final report subject to the confirmation of full GST Credit to BHEL. Any Interest if levied thereon for reasons elaborated in Tax & duties clause of the tender and attributable to you will be recovered for the Final Payment / Retention amount.
19.2	The contractor shall submit his Final bill, at the end of work. The final bill, complete in all respect, accompanied by BHEL engineers certified measurement sheets, jointly signed, will be paid within 30 days of submission of bill, subject to completeness and correctness. Income Tax at the prevailing rates on gross value of work done & applicable surcharge shall be deducted from contractor's bill, unless exempted by Income Tax Authority.
19.3	Applicable GST, which can be claimed at any point, shall be released to you upon compliance of following:
19.3.1	You declaring such Invoice in his GSTR-1
19.3.2	Receipt of Goods / services and Tax Invoice by BHEL
19.3.3	Confirmation of payment of GST thereon by you on GSTN Portal
19.4	Above is subject to receipt of goods / service and tax invoice thereof along with you declaring invoice in your return and paying GST within timeline prescribed for availing ITC by BHEL.
20.0	MOBILISATION ADVANCE/ INTEREST BEARING RECOVERABLE ADVANCE (IBRA)
	No mobilization advance / IBRA will be paid to the contractor.
21.0	PRICE VARIATION CLAUSE

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	The price shall remain firm throughout the contract period including extension period, if any.
22.0	OVER RUN CHARGES/ RATE REVISION
22.1	No overrun charges will be admissible/ applicable for this contract.
22.2	Rate Revision is not applicable, except otherwise stated elsewhere in the tender
23.0	LIQUIDATED DAMAGE/ PENALTY
23.1	Overall Completion
23.1.1	If the completion of work is delayed beyond the completion period referred above due to reasons attributable to the contractor, they shall pay to BHEL as penalty a sum @ 0.5% of contract prices per week of delay or part thereof subject to a maximum of 10% of the total contract value.
23.1.2	All other terms shall be as per the provision of GCC in this regard.
24.0	IDLE CHARGES/ EXTRA WORK
	Not applicable.
25.0	GUARANTEE
	Not applicable
26.0	CONTRACT PRICE
26.1	Bidder shall quote their rates strictly in accordance with prescribed Price Schedule, Volume-III (latest revision). Total price for the tendered scope of work at SCH-1 of Vol-III (latest revision), Price Schedule will be considered for evaluation and awarding.
27.0	OTHER POINTS
	All other terms & conditions shall be as per provision of Volume-IB (GCC).