

 <b>INDUSTRIAL SYSTEMS GROUP</b>	<b>COMMERCIAL CONDITIONS OF CONTRACT</b>	<b>Enquiry No.</b> <b>88/19/6085/BPA</b> <b>dtd 09.04.2020</b>
	<b>CIVIL WORKS FOR CHP AREA MAIN ROADS</b>	
	<b>1 x 700 MW Bellary Unit - 3 Project</b>	

These Commercial conditions shall be construed as part of tender document and shall be read along with General Conditions of Contract. In case of any conflict or inconsistency between the general conditions and these commercial conditions, the later shall prevail.


Cl. No.	DESCRIPTION	
1.0	<b>PROJECT SYNOPSIS AND GENERAL INFORMATION</b>	
	Name of the Owner	<b>Karnataka Power Corporation Ltd (KPCL)</b>
	Address	<b>KUDATINI, BELLARY DISTRICT, KARNATAKA</b>
	Project Name	Bellary TPS, Unit-3 of 700 MW
	Nearest Railway station	Bellary Station
	Nearest City/Town	Bellary town
	Maximum temperature recorded	42.5 deg. C
	Minimum temperature recorded	14.6 deg. C
2.0	<b>BUYER/ BILL TO</b>	
	Resident Manager BHEL –Industrial Systems Group Bellary Thermal Power Station Unit III, Karnataka Power Corporation Limited, Kudatini Village-583115 Bellary District, Karnataka. GSTIN No. of BHEL / Karnataka state: 29AAACB4146P1ZB	
3.0	<b>SHIP TO (CONSIGNEE ADDRESS)</b>	
	Resident Manager BHEL –Industrial Systems Group Bellary Thermal Power Station Unit III, Karnataka Power Corporation Limited, Kudatini Village-583115 Bellary District, Karnataka. GSTIN No. of BHEL / Karnataka state: 29AAACB4146P1ZB	
4.0	<b>SITE VISIT</b>	
	Contractor should visit <b>KPCL, Bellary TPS, Unit-3 of 700 MW project site</b> , to acquaint himself with the conditions prevailing at site and in and around the plant premises, together with all the statutory, obligatory, mandatory requirements of various authorities before submission of the bid.	
5.0	<b>SCOPE OF WORK</b>	
	Scope of work is as per Technical Specification.	
6.0	<b>CLARIFICATIONS</b>	
	The bidders shall submit all their queries/clarifications <b>two (2) days</b> before the due date after which it will be presumed that there are no queries/clarifications and BHEL will be under no obligation to reply queries/clarifications raised after the date.	
7.0	<b>LAND</b>	
7.1	The contractor has to plan and use the existing land inside the Project Premises considering the use of land by other Civil /mechanical/ electrical contractors and the storage of plant machineries and materials. The existing land shall be shared by all erections agencies. Land will be allocated with	

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	certain time frame and to the extent available/ considered necessary, and will be reviewed by BHEL depending upon the area availability.
7.2	Land for labour colony near Project Premise may be available free of cost from owner, the contractor shall construct labour colony/ hutment as per his requirements after obtaining approval of formalities from statutory body.
7.3	The contractor will be responsible for handing back all lands, as handed over to him by <b>BHEL/KPCL</b> .
7.4	Land within plant premises for fabrication, batching plant, office, storage area etc. for construction purpose shall be provided as per availability free of cost.
8.0	<b>WATER</b>
8.1	BHEL will provide construction as well as drinking water at one point each, at a suitable location, free of cost to the contractor.
8.2	Further necessary network for construction & drinking water system shall be done by the contractor at his own cost.
8.3	Contractor should arrange on their own, drinking water in their labour colony.
8.4	BHEL shall not be responsible for any inconvenience or delay caused due to any interruption of water supply and the contractor shall claim no compensation for delay in work for such interruption. Contractor may make standby arrangement for water for which no separate payment shall be made by BHEL.
8.5	Contractor will have to arrange for storage of water to meet the day-to-day requirement.
8.6	The availability of water (construction as well as drinking) in <b>Bellary Project</b> may be limited. Contractor shall ensure that no water is wasted. In this regard the contractor shall take all necessary measure towards preservation of water.
9.0	<b>ELECTRICITY</b>
9.1	<p><b>CONSTRUCTION POWER &amp; GENERAL ILLUMINATION NETWORK:</b>          Till such time the Construction Power is not ready, the Contractor has to make his own arrangement for the same as required to carry out the job under the scope of work within the quoted rate.          On readiness of the Construction Power, BHEL Shall Provide Construction Power free of charge at 415V level at suitable points, contractors has to make his own distribution arrangement to draw electricity.          General illumination system shall be provided by BHEL. However, provision of suitable temporary lights at different working areas for execution of the work &amp; safety of workmen shall be provided by the contractor for his specific working area, within the quoted rate. The illumination should be such that minimum illumination requirement as specified by Indian standards for general illumination is maintained.</p> <p><b>GENERAL:</b>           If any other voltage level (other than normally available) is required, the same shall be arranged by the contractor from power supply as above. Contractor will have to provide at his own cost necessary calibrated energy meters (tamper</p>

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	<p>proof, suitably housed in a weather proof box with lock &amp; key arrangement) at point of power supply along with calibration certificate from authorized / accredited agency for working out the power consumption. In case of recalibration required for any reason the necessary charges including replacement by calibrated meters is to be borne by the contractor. Supply of electricity shall be governed by Indian Electricity Act and Installation Rules and other Rules and Regulation as applicable. The contractor shall ensure usage of electricity in an efficient manner and the same may be audited by BHEL time to time. In case of any major deviation from normally accepted norms is observed, BHEL will reserve the right to impose penalty as deemed fit for such cases.</p>
9.2	Contractor will have to arrange sufficient illumination at their own work areas.
9.3	<p>As there are bound to be interruptions in regular power supply, power cut/ load shedding in any construction sites, suitable extension of time, if found necessary only be given and contractor is not entitled for any compensation. It shall be the responsibility of the tenderer / contractor to provide and maintain the complete installation on the load side of the supply with due regard to safety requirements at site. It shall be responsibility of the contractor to have at least (2 to 4) diesel operated welding generator sets to get urgent and important work to go on without interruptions. The consumables required to operate the generators are to be provided by tenderers. This may also be noted while quoting.</p>
9.4	The contractor shall have to make arrangement at their own cost for illumination that will be required in the working area for execution of the work & safety of workmen.
9.5	The contractor shall have to make arrangement at their own cost for illumination etc in labour colony. However there may be provision of Chargeable Power for labour colony for which contractor has to install meters and necessary accessories
10.0	<b>CONSUMABLE</b>
10.1	All consumables, like gas, electrodes, chemicals, lubricants etc. required for the scope of work, shall be arranged by the contractor at his cost from approved brand/make unless otherwise specifically mentioned in the contract.
10.2	All consumables to be used for the job shall have to be approved by <b>KPCL/ BHEL</b> prior to use.
10.3	In the event of failure of contractor to bring necessary and sufficient consumables, BHEL may arrange for the same at the risk and cost of the contractor. The entire cost towards this along-with overhead shall be paid by the contractor or deducted from the contractor's bills. The actual cost incurred along with the departmental charges @15% will be recovered from the contractor.
10.4	Any material or Service to be issued / rendered by BHEL (unless specially stipulated to be free of cost / cost recoverable basis) to the bidder, the same shall be made available along with departmental charges @15% over and above the cost. BHEL shall not be responsible for any delay due to this reason and delay shall be to the bidders account.
11.0	<b>COMPLETION PERIOD</b> Commencement of work within one week of placement of LOA and <b>completion of entire scope of work shall be within Three (3) months from the date of</b>


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	<b>LOA.</b> Work front will be handed over progressively.
12.0	<b>CONTRACTOR'S OBLIGATION ON COMPLETION:</b>
12.1	On completion of work, 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 expenditure towards clearance of the same will be recovered from the contractor. The decision of BHEL Engineer in this regard is final.
13.0	<b>CERTIFICATE TOWARDS COMPLETION</b>
13.1	The work under the scope of the contractor shall be deemed to have been Completed in all respects only when so certified by RM, BHEL. The decision of BHEL in this regard shall be final and binding on the contractor.
14.0	<b>EXTENSION OF TIME</b>
	As per clause no. 2.11 of General Conditions of Contract (Rev.01).
15.0	<b>MOBILIZATION ADVANCE/ INTEREST BEARING RECOVERABLE ADVANCE</b> <b>Not Applicable for this tender.</b>
16.0	<b>PRICE BASIS</b>
16.1	Firm till completion of contract, inclusive of all taxes & duties, levies, cess, labour cess (except Goods & Service Tax). Goods & Service Tax (GST) only shall be payable extra at actual (as applicable as per statutes) to the quoted price.
16.2	Price Variation Clause (PVC)/ Over Run Compensation (ORC) not applicable for this tender/ contract.
17.0	<b>CONTRACT PRICE</b>
17.1	Type of Contract: Unit rate
17.2	Vendor shall quote the total lumpsum price for the entire scope of work/ BOQ as per the tender specifications and terms & conditions, as per the price bid format.
17.3	Percentage allocation/ weightage against each item of the BOQ is disclosed in Part-B of Annexure-II to this document, which shall become the basis for allocation of item wise amount/ rate against the total price for the entire contracted scope/ BOQ. Individual rates thus arrived, based on the item wise percentage allocations, shall be deemed to be the contracted rates for the BOQ items for all purposes. The individual rates of the BOQ shall be arrived at/ calculated in line with the instructions given under Part-A of Annexure-II to this document.
17.4	The total price for evaluation quoted as per the price bid format shall include all the stipulation mentioned in the tender documents.
17.5	The quantities given in the BOQ are tentative and are likely to change to any extent (increase/ decrease) depending on detailed engineering and actual site conditions during execution of the contract, or some of the items may not be executed at all. The contractor shall have no claim on this account. The rates quoted shall be firm irrespective of any upward/ downward variation in the quantities throughout the contract period.
17.6	The unit rates of each item shall be valid for item wise variation in quantity which may vary to any extent and also for the total variation in value of work up to plus or minus 30% of total contract value.


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17.7	Clause no. 2.14 of GCC (Rev.01) is not applicable for this tender/ contract.
18.0	<b>TAXES AND DUTIES</b>
18.1	<b>All taxes &amp; duties, levies, cess, labour cess shall be included in the quoted basic price except Goods &amp; Service Tax (GST).</b>
18.2	<p><b>GST shall be payable extra at actuals against GST invoice with Proof of GST Payment in each stage.</b></p> <p>The terms and conditions mentioned in the GCC or original tender documents anywhere regarding previous tax structure (ED,CST etc) shall be void and not to be considered.</p> <p>Clause 2.32 of GCC (Rev.1) is not applicable.</p> <p>TDS under Income Tax etc, if any, shall be deducted at prevailing rates on Gross Invoice Value from the Running Bills unless Exemption Certificate from the Appropriate Authority / Authorities is furnished.</p> <p>GST or any new tax in place of GST or in addition to GST shall be payable by the Vendor / BHEL, against proof, as the case may be subject to compliance of Anti-profiteering clause under Section 171 (1) of the GST.</p> <p>Terms relating to GST:</p> <ol style="list-style-type: none"> <li>Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST &amp; UTGST) separately, HSN/ SAC Code, etc.</li> <li>All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).</li> <li>A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal &amp; all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.</li> <li>All documents like Mill Test Certificate, LR copy, Guarantee/Warranty certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case</li> </ol>




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	<p>of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.</p> <ol style="list-style-type: none"> <li>5. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.</li> <li>6. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.</li> <li>7. This is to inform that GST portion of invoice shall be released only upon vendor declaring such invoice in his GSTR-1 and receipt of goods and Tax invoice by BHEL and confirmation of payment of GST thereon by vendor on GSTN portal. Alternatively, BG of appropriate value may be submitted by vendor which shall be valid at least one month after the confirmation of date of payment of GST by vendor on GSTN portal and receipt of Tax invoice and receipt of goods, whichever is later. Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.</li> <li>8. In case vendor delays, declaring such invoice in his 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 vendor/contractor along with interest levied/leviable on BHEL.</li> <li>9. Anti-profiteering clause: GST law has a provision that any reduction of rates in GST or the benefits of ITC shall be passed on to the recipient by way of commensurate reduction in price of goods/services. Hence, Bidder to ensure that benefit of reduction of rates in GST and benefit of ITC are being passed on by way of commensurate reduction in price of goods/services including capital goods.</li> </ol> <p>Such benefit would accrue to vendors/contractors due to availability of ITC for interstate Supplies under GST which was not available in existing law due to CST credit not being available or ITC reversals under existing law for stock transfers, ITC reversals under Existing law on account of common credit etc.</p>
19.0	<b>INTERIM PAYMENTS</b>
19.1	As per clause no. 2.23 and 2.31 of GCC (Rev.01).


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19.2	<p><b>Terms of Payment:</b></p> <p>Cl. No. 2.31 (i) of GCC (Rev.01) shall be read as:</p> <p>a) 95% on pro rata basis upon completion of work/ milestones as per billing schedule based on the certification by BHEL site Engineer/ Construction Manager.</p> <p>b) 2.5% after completion of complete scope of work based on the certification by BHEL site Engineer/ Construction Manager.</p> <p>c) 2.5% after completion 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 (if any) due to BHEL under the contract/ other contracts entered into by BHEL with them. This amount can also be released on commencement of the Guarantee period, on submission of equivalent Bank Guarantee valid for the entire Guarantee Period with a claim period of three months more than the Guarantee Period.</p>
19.3	<p><b>DOCUMENTS TO BE SUBMITTED BY VENDOR FOR PAYMENTS</b></p> <p>As per clause 2.24.1 and 2.24.2 of GCC (Rev.1). Two sets of tax invoices in original shall be submitted separately for each package, namely Package-A of BOQ and Package-B of BOQ (Part-B of Annexure-II to this document )</p>
20.0	<p><b>GUARANTEE/ WARRANTEE / DEFECT LIABILITY PERIOD</b></p>
20.1	<p>Guarantee/ Warrantee/ Defect Liability period shall be for a period of twelve (12) months from the date of Acceptance/ Hand over to BHEL/ Customer.</p> <p>The defect liability for any repair work done for damages attributable to the vendor shall be for a further period of 12 months from the completion of repair and handing over to BHEL/ Customer.</p>
21.0	<p><b>Approval of Sub-vendors</b></p>
21.1	<p>The supplier shall supply the materials from BHEL/ BHEL's Customer approved vendors only as specified as per Technical Specification.</p>
22.0	<p><b>MATERIAL DESPATCH CLEARANCE CERTIFICATE (MDCC</b></p>
	<p>Not Applicable</p>
23.0	<p><b>EVALUATION CRITERIA</b></p>
23.1	<p>The tender shall be evaluated on the overall package basis and on 'total cost to BHEL' on all inclusive basis (except GST, payable extra at actuals). Order shall be placed on the overall 'L1' bidder, based on opening of sealed bid / Reverse Auction. Offer will be considered incomplete and rejected if all items are not quoted.</p>
24.0	<p><b>AREA REQUIREMENT</b></p>


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24.1	Contractor shall furnish the estimated area required for the construction of contractor's office etc separately (based on BHEL's customer's design), in contractor's technical bid. The same will be reviewed by BHEL and allotted to the extent available/ considered necessary, depending upon the area availability. Contractor shall also have to arrange the watch and ward of its office within the accepted price.
25.0	<b>CONSTRUCTION OF TEMPORARY OFFICE, CONTRACTOR'S OWN STORES ETC</b>
25.1	Contractor shall arrange at contractor's own cost cleaning of area allotted, construction of contractor's temporary office, contractor's own stores, etc and also the watch & ward of all the above. Materials required for the same shall be provided by contractor at contractor's own cost.
	<b>TEST CERTIFICATE FOR T&amp;P</b>
	All T&P, lifting tackles and pulling devices to be deployed by contractor must bear valid/ latest test certificates for contractor's suitability, and the documents shall be preserved at site.
26.0	<b>Rights of BHEL and Risk &amp; Cost</b>
26.1	<p>As per clause no. 2.7 of GCC (Rev.01).</p> <p>Recovery on account of Purchases/ Works made by Purchaser at the Risk &amp; Cost of Seller/ Contractor shall be worked out as follows:</p> <p>Risk and Cost against Balance Work:  Risk &amp; Cost Amount= [(A-B) + (A x H/100)]  Where,  A= Value of Balance scope of Work/ Supply (*) as per rates of new contract.  B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC &amp; ORC, if any.  H = Overhead Factor to be taken as 15  In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).</p> <p><b>*(Balance scope of work/ supply)</b>  Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk &amp; cost amount.  Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.  Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.  Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of</p>




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	<p>contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions. However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.</p> <p>Note: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk &amp; Cost amount.</p>
26.2	<p><b>LD against delay in executed work/ supply in case of Termination of Contract:</b></p> <p>LD against delay in executed work/ supply shall be calculated in line with LD clause mentioned above for the delay attributable to contractor/ supplier. For this purpose, contract value shall be taken as Executed Value of work/ supply for the purpose of limiting maximum LD value.</p> <p>Method for calculation of "LD against delay in executed work/ supply" is given below.</p> <ol style="list-style-type: none"> <li>Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier= T1</li> <li>Let the value of executed work/ supply till the time of termination of contract= X</li> <li>Let the Total Executable Value of work/ supply for which inputs/ fronts were made available to contractor/ supplier and were planned for execution till termination of contract = Y</li> <li>Delay in executed work/supply attributable to contractor/supplier i.e. <math>T2 = [1 - (X/Y)] \times T1</math></li> <li>LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor/ supplier taking "X" as Contract Value and "T2" as delay attributable to contractor/ supplier.</li> </ol> <p>Note: In case portion of work/ supply is withdrawn, no LD shall be applicable for portion of work/ supply withdrawn.</p>
27.0	<b>PROVIDENT FUND &amp; MINIMUM WAGES</b>
27.1	<p>The contractor is required to extent the benefit of Provident Fund to the labour employed by you in connection with this contract as per the Employees Provident Fund and Miscellaneous Provisions Act 1952. For due implementation of the same, you are hereby required to get yourself registered with the Provident Fund authorities for the purpose of reconciliation of PF dues and furnish to us the code number allotted to you by the Provident Fund authorities within one month from the date of issue of this letter of award. In case you are exempted from such</p>

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	remittance an attested copy of authority for such exemption is to be furnished. Please note that in the event of your failure to comply with the provisions of said Act, if recoveries therefore are enforced from payments due to us by the customer or paid to statutory authorities by us, such amount will be recovered from payments due to you.
27.2	The contractor shall ensure the payments of minimum labour wages to the workmen under him as per the rules applicable from time to time in the state.
27.3	The final bill amount would be released only on production of clearance certificate from PF/ESI and labour authorities as applicable.
27.4	<b>OTHER STATUTORY REQUIREMENTS</b>
27.4.1	The Contractor shall submit a copy of Labour License obtained from the Licensing Officer (Form VI) u/r25 read with u/s 12 of Contract Labour (R&A) Act 1970 & rules and Valid WC Insurance copy or ESI Code (if applicable) and PF code no along with the first running bill.
27.4.2	The contractor shall submit monthly running bills along with the copies of monthly wages (of the preceding month) u/r 78(1)(a)(1) of Contract Labour Rules, copies of monthly return of PF contribution with remittance Challans under Employees Provident Fund Act 1952 and copy of renewed WC Insurance policy or copies of monthly return of ESI contribution with Challans under ESI Act 1948 (if applicable) in respect of the workmen engaged by them.
27.4.3	The Contractor should ensure compliance of Sec 21 of Contract Labour (R&A) Act 1970 regarding responsibility for payment of Wages. Incase of “Non-compliance of Sec 21 or non-payment of wages” to the workmen before the expiry of wage period by the contractor, BHEL will reserve its right to pay the workmen under the orders of Appropriate authority at the risk and cost of the Contractor.
27.4.4	The Contractor shall submit copies of Final Settlement statement of disbursement of retrenchment benefits on retrenchment of each workmen under I D Act 1948, copies of Form 6-A (Annual Return of PF Contribution) along with Copies of PF Contribution Card of each member under PF Act and copies of monthly return on ESI Contribution – Form 6 under ESI Act 1948 (If applicable) to BHEL along with the Final Bill.
27.4.5	In case of any dispute pending before the appropriate authority under I D Act 1948, WC Act 1923 or ESI Act 1948 and PF Act 1952, BHEL reserve the right to hold such amounts from the bills of the Contractor which will be released on submission of proof of settlement of issues from the appropriate authority under the act.
27.4.6	In case of any dispute prolonged/ pending before the authority for the reasons not attributable to the contractor, BHEL reserves the right to release the final bill of the contractor on submission of Indemnity bond by the contractor indemnifying BHEL against any claims that may arise at a later date without prejudice to the rights of BHEL.
27.4.7	In addition to the clause 2.8 of General Conditions of Contract, the contractor shall comply with the following.
27.4.7.1	The Contractor should Register their Establishment under BOCW Act 1996 read with rules 1998 by submitting Form I (Application for Registration of Establishment) and Form IV (Notice Of Commencement /Completion of Building

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	other Construction Work) to the respective Labour Authorities i.e., a) Assistant Labour Commissioner (Central) in respect of the project premises which is under the purview of Central Govt. etc b) Inspector of Factories in respect of the project premises which is under the purview of State Govt.
27.4.7.2	The Contractor should comply with the provisions of BOCW Welfare Cess Act 1996 in respect of the work awarded to them by BHEL
27.4.7.3	The contractor should ensure compliance regarding Registration of Building Workers as Beneficiaries, Hours of work, welfare measures and other conditions of service with particular reference to Safety and Health measures like Safety Officers, safety committee, issue of Personal protective equipments, canteen, rest room, drinking water, Toilets, ambulance, first aid centre etc
27.4.7.4	The contractor irrespective of their nature of work and manpower (Civil, Mechanical, Electrical works etc) should register their establishment under BOCW Act 1996 and comply with BOCW Welfare Cess Act 1996.
28.0	<b>COMPLIANCE TO CVC GUIDELINES FOR SELECTION AND EMPLOYMENT OF CONSULTANTS</b>
28.1	The tender/ contract shall be governed by CVC circular no 08/06/11 dt 24.06.2011 (copy enclosed).
28.2	The offers of the parties already available with BHEL-ISG for other tenders shall also be subjected to conditions mentioned in this circular. Only one order, either consultation or supplies/services, whichever is finalized earlier, shall be placed on the such bidder and the remaining offer(s) shall not be considered for further processing.
28.3	If any party, covered or not covered under clause 28.2, is awarded this contract, such parties shall comply with the above mentioned CVC guidelines to submit offers to BHEL-ISG against any future tender. If such offers are received, the same shall be rejected / accepted based on CVC guidelines.
29.0	<b>Pradhan Mantri Kaushal Vikas Yojna</b>
29.1	The contractor shall, at all stages of work deploy skilled/ semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/ Industrial Training Institute/ National Institute of Construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/ Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/ semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100/- per such tradesmen per day. Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.


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	<b>1 x 700 MW Bellary Unit - 3 Project</b>	

	Provide always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5 Crores.
30.0	<b>Security Deposit</b>
30.1	As per clause 1.10 of GCC.
31.0	<b>LIQUIDATED DAMAGES</b>
31.1	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 total contract value per week of delay or part thereof subject to a maximum of 10% of the total 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 Extra Works executed on Man-day rate basis, Supplementary/ Additional Items.
32.0	<b>MSE Bidder</b>
32.1	<p>MSE suppliers can avail the intended benefits as per MSMED Act 2006 only if they submit along with the offer (Part-1 bid in case of two or three part bid), attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (format enclosed vide Annexure-I where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part-1 in case of two or three part bid). Non-submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.</p> <p>MSE bidders can also submit the Udyog Aadhaar Memorandum along with the offer.</p> <p><b>Documents should be notarized or attested by a Gazetted officer.</b></p> <p>If the bidders fall under SC/ ST/ Women Entrepreneur category, same shall be indicated in the offer and relevant supporting documents shall be submitted along with the Part-1 bid.</p>


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33.0	INTEGRITY PACT											
33.1	<p><b>Integrity Pact (IP)</b></p> <p>a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.</p> <table><tr><th>SN</th><th>IEM</th><th>Email</th></tr><tr><td>1</td><td>Shri Arun Chandra Verma, IPS (Retd.)</td><td><a href="mailto:acverma1@gmail.com">acverma1@gmail.com</a></td></tr><tr><td>2</td><td>Shri Virendra Bahadur Singh, IPS (Retd.)</td><td><a href="mailto:vbsinghips@gmail.com">vbsinghips@gmail.com</a></td></tr></table> <p>b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.</p> <p>c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.</p> <p><i><u>Note:</u> No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:</i></p> <p><b>Details of contact person (s):</b></p> <table><tr><td>(1) Name: Bhubaneswari Parida, Dy. Manager / MM Deptt: Materials Management Address: BHEL-ISG, PB No. 1249, IISc Post, Prof. CNR Rao Circle, Malleswaram, Bangalore-560012 Phone: 080-22184134 Email: bparida@bhel.in Fax: 080-23562713</td><td>(2) Name: M V Gautam, AGM / MM Deptt: Materials Management Address: BHEL-ISG, PB No. 1249, IISc Post, Prof. CNR Rao Circle, Malleswaram, Bangalore-560012 Phone: 080-22184091 Email: mvg@bhel.in Fax: 080-23562713</td></tr></table>	SN	IEM	Email	1	Shri Arun Chandra Verma, IPS (Retd.)	<a href="mailto:acverma1@gmail.com">acverma1@gmail.com</a>	2	Shri Virendra Bahadur Singh, IPS (Retd.)	<a href="mailto:vbsinghips@gmail.com">vbsinghips@gmail.com</a>	(1) Name: Bhubaneswari Parida, Dy. Manager / MM Deptt: Materials Management Address: BHEL-ISG, PB No. 1249, IISc Post, Prof. CNR Rao Circle, Malleswaram, Bangalore-560012 Phone: 080-22184134 Email: bparida@bhel.in Fax: 080-23562713	(2) Name: M V Gautam, AGM / MM Deptt: Materials Management Address: BHEL-ISG, PB No. 1249, IISc Post, Prof. CNR Rao Circle, Malleswaram, Bangalore-560012 Phone: 080-22184091 Email: mvg@bhel.in Fax: 080-23562713
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34.0	ARBITRATION & RECONCILIATION											
34.1	As per Cl. No. 2.21 of General Conditions of Contract (GCC), Rev.01.											



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34.2	The Conciliation scheme for conducting proceedings under the BHEL conciliation scheme 2018 shall be as per Appendix-A to this CCC.
35.0	<b>Order of Precedence of Documents:</b> <ol style="list-style-type: none"> <li>Amendments/ Clarifications/ Corrigenda/ Errata etc issued in respect of the tender documents by BHEL.</li> <li>Notice Inviting Tender</li> <li>Commercial Conditions of Contract (CCC)</li> <li>Technical specification</li> <li>General Conditions of Contract (GCC)</li> </ol>

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**Annexure-I**

**Certificate by Chartered Accountant on Letter Head**

This is to certify that M/s .....  
(hereinafter referred to as 'Company') having its registered office at .....  
..... is registered under MSMED Act 2006, (Entrepreneur  
Memorandum No. (Part-II) .....dtd .....,  
Category: .....(Micro/ Small). Copy enclosed.

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year..... as per MSMED Act 2006 is as follows:

**1. For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722 (E) dated October 5, 2006):  
**Rs.....Lacs.**

**2. For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act. 2006):  
**Rs.....Lacs.**

**(Strike off whichever is not applicable)**

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs for .....Micro/ Small (Strike off which is not applicable) Category under MSMED Act 2006.

OR

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is ..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322 (E) dated 01.11.2013 published in the gazette notification dated 04-11-2013 by Ministry of MSME.

Date: ..... (dd/mm/yyyy)

(Signature)

Name-

Membership Number-

Seal of Chartered Accountant