

Tender Enquiry No.- 88/24/6143/LSY		
COMMERCIAL CONDITIONS OF CONTRACT		PAGE1 OF 16

These Commercial conditions of Contract (CCC) shall be construed as part of tender document and shall be read along with General Conditions of Contract (GCC_01). In case of any conflict or inconsistency, the requirement of CCC shall prevail over the GCC_01.

Clause No.	DESCRIPTION	
1.0	PROJECT SYNOPSIS AND GENERAL INFORMATION	
a)	Name of the BHEL's Customer	Telangana State Power Generation Corporation Limited (TSGENCO)
b)	Site Address	Location: Veerlapalem village, Damarcherla Mandal, Nalgonda District Telangana State, India PIN- 508208
c)	Project Name	5X800MW Yadadri TPS.
d)	Nearest Railway station	Vishnupuram, 12.7 KM from Veerlapalem village
e)	Nearest City/Town	Miriyalaguda, 28.8 KM from Veerlapalem village
2.0	SITE VISIT	
	Contractor should visit TSGENCO , 5X800MW Yadadri TPS project site, 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.	
3.0	SCOPE OF WORK	
	Scope of work shall ELECTRICAL/C&I CONTROL AND INSTRUMENTATION ERECTION, TESTING & COMMISSIONING WORKS etc. as per the BOQ. Details scope of work shall be as per Technical Specifications Document No.IS-1-15-2001/113 enclosed.	
4.0	CLARIFICATIONS	
	The bidders shall submit all their queries/clarifications 2 days 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.	
5.0	LAND	
5.1	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 certain time frame and to the extent available/ considered necessary, and will be reviewed by BHEL depending upon the area availability.	
5.2	Land for labour colony near Project Premise may be available free of cost from BHEL's Customer, the contractor shall construct labour colony/ hutment as per his requirements after obtaining approval of formalities from statutory body.	
5.3	The contractor will be responsible for handing back all lands, as handed over to him by BHEL / BHEL's Customer.	
5.4	Land within plant premises for fabrication, batching plant, office, storage area etc. for construction purpose shall be provided as per availability free of cost.	

Tender Enquiry No.- 88/24/6143/LSY	
COMMERCIAL CONDITIONS OF CONTRACT	PAGE2 OF 16

6.0	WATER
6.1	BHEL will provide construction as well as drinking water at one point each, at a suitable location, free of cost to the contractor.
6.2	Further necessary network for construction & drinking water system shall be done by the contractor at his own cost.
6.3	Contractor should arrange on their own, drinking water in their labour colony.
6.4	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.
6.5	Contractor will have to arrange for storage of water to meet the day-to-day requirement.
6.6	The availability of water (construction as well as drinking) at project site 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.
7.0	ELECTRICITY
7.1	CONSTRUCTION POWER & GENERAL ILLUMINATION NETWORK: 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 & 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. GENERAL: 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 proof, suitably housed in a weather proof box with lock & 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.
7.2	Contractor will have to arrange sufficient illumination at their own work areas.
7.3	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 bidder / 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

Tender Enquiry No.- 88/24/6143/LSY	
COMMERCIAL CONDITIONS OF CONTRACT	PAGE3 OF 16

	provided by bidders. This may also be noted while quoting.
7.4	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
7.5	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
8.0	COMPLETION PERIOD: Commencement of work within 10 days of placement of LOA and completion of supply and E&C by 06 months from the date of LOA. However work completion shall be within 03 months from the date of respective front availability by BHEL.
9.0	CONTRACTOR'S OBLIGATION ON COMPLETION:
9.1	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.
10.0	CERTIFICATE TOWARDS COMPLETION
10.1	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.
11.0	MOBILIZATION ADVANCE/ INTEREST BEARING RECOVERABLE ADVANCE Not Applicable for this tender.
12.0	PRICE BASIS
12.1	For Supply of Goods: Firm till completion of contract, Ex-works inclusive of packing & forwarding charges, freight charges, all taxes & duties except Goods & Service Tax (GST).
12.2	For E& C Services: Price is with PVC, GST shall be payable extra at actuals Price variation (PVC) is applicable. PVC is not applicable in case of extension where delay is attributable to vendor (if any). PVC is limited to the original contract period and for extended period (where delay is not attributable to vendor). Further PVC details as per Annexure-II of CCC. Percentage component (K) Electrical, C&I Material Management/ Handling and other labour oriented packages is applicable.
12.3	Latest Amendment of Ministry for Labour & Employment and Labour Bureau for Consumer Price Index for Industrial Worker (CPI-IW) is applicable.
12.3	Over Run Compensation (ORC) is not applicable.

Tender Enquiry No.- 88/24/6143/LSY	
COMMERCIAL CONDITIONS OF CONTRACT	PAGE4 OF 16

13.0	CONTRACT PRICE
13.1	Type of Contract: Unit Item Rate Contract Bidder shall quote their prices strictly as per Price Schedule only. Percentage allocation against each item of the BOQ is disclosed in the tender document, which becomes the basis for allocation of item wise amount / rate against the total lump-sum price for the entire contracted scope / BOQ. Individual item rate so derived shall be deemed to be the contracted rates for various BOQ items for all purpose.
13.2	The unit rates allocated for various items of BOQ shall include all the stipulation mentioned in the tender documents and nothing extra over BOQ rates shall be payable.
13.3	However, the contractor shall inform BHEL in case quantity of any item reaches 100% (Hundred percent) of BOQ Quantity during execution and obtain approval /consent of RM, BHEL (in writing), for execution of further quantity for this item.
14.0	TAXES AND DUTIES

Tender Enquiry No.- 88/24/6143/LSY		
COMMERCIAL CONDITIONS OF CONTRACT		PAGE5 OF 16

14.1	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. 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. Terms relating to GST: 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 & UTGST) separately, HSN/ SAC Code, etc. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code). A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & 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. All documents like Mill Test Certificate, LR copy, Guarantee/Warrantee 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 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. 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. 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. 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
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Tender Enquiry No.- 88/24/6143/LSY	
COMMERCIAL CONDITIONS OF CONTRACT	PAGE6 OF 16

	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. 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. 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. 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. Clause 2.32 of GCC (Rev.1) is not applicable.
15.1	Payment shall be made to the contractor based on the actual quantity of work executed, measured, certified by the site engineer and entered in the measurement book. The payable amount subject to statutory deductions and terms of payment etc. as applicable. The payment for work completed and certified by the site engineer shall be released as per payment terms mentioned below. (A) For E&C Services: - 1) 90% of basic price, along with GST for corresponding value, shall be payable on pro rata basis upon completion of works as per billing schedule based on the certification by BHEL Site Engineer. Supporting documents are to be submitted by vendor along with the RABs as per Clause No.2.24.2 (a) of GCC Rev 01 2) 5% of basic price, along with GST for corresponding value, shall be payable against commissioning on pro-rata basis as per approved BBU based on the certification by BHEL Site Engineer. 3) 5% of the basic price along with GST for corresponding value shall be payable after completion of all the supply and services in the scope of the bidder, PG test (if applicable) and handing over, based on certification by BHEL Site

Tender Enquiry No.- 88/24/6143/LSY	
COMMERCIAL CONDITIONS OF CONTRACT	PAGE7 OF 16

	Engineer/Resident Manager and after deducting all expenses/ other amounts (if any) due to BHEL under the contract/ other contracts entered into by BHEL with Contractor them (B) For Supply: - 1) 85% of basic price of materials supplied, as per approved billing schedule, along with 100% GST (as applicable), shall be paid against clean receipted LR on pro-rata basis. Supporting documents are to be submitted by vendor along with the RABs as per Clause No.2.24.1 (a) of GCC Rev 01 2) 10% of basic price of materials supplied will be released on pro-rata basis after submission of Material Receipt Certificate (MRC) from project site engineer of BHEL. 3) 5% of the basic price shall be payable after completion of all the supply and services in the scope of the bidder, PG test (if applicable) and handing over, based on certification by BHEL site Engineer/Construction Manager and after deducting all expenses/ other amounts (if any) due to BHEL under the contract/ other contracts entered into by BHEL with Contractor them. Clause 2.31 of GCC (Rev.1) is not Applicable.
16.0	DEFECT LIABILITY PERIOD/ Guarantee Period
16.1	Work to be executed by bidder shall be guaranteed against bad workmanship for a period of 06 (Six) months from the date of issue of completion certificate for Supply & Services from BHEL.
17.0	Approval of Sub-vendors
17.1	The supplier shall supply the materials from BHEL/ BHEL's Customer approved vendors only as specified as per Technical Specifications. No.IS-1-15-2001/113
18.0	MATERIAL DESPATCH CLEARANCE CERTIFICATE (MDCC)
18.1	Seller/ Contractor shall not dispatch any material before issue of MDCC by Purchaser (site engineer of BHEL)/ BHEL's Customer.
18.2	Satisfactory completion of tests or issue of MDCC shall not bind the Purchaser/BHEL's Customer to accept the supply/ equipment should it, on further tests after erection, be found not to comply with the contract provisions.
19.0	EVALUATION CRITERIA
19.1	The tender shall be evaluated on the overall package basis and on 'total cost to BHEL' on all inclusive basis (except GST, GST payable extra at actuals). Order shall be placed on the overall 'L1' bidder, based on opening of sealed bid. Offer will be considered incomplete and rejected if all items are not quoted.
20.0	AREA REQUIREMENT

Tender Enquiry No.- 88/24/6143/LSY	
COMMERCIAL CONDITIONS OF CONTRACT	PAGE8 OF 16

20.1	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.
21.0	CONSTRUCTION OF TEMPORARY OFFICE, CONTRACTOR'S OWN STORES ETC
21.1	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.
22.0	TEST CERTIFICATE FOR T&P
22.1	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.
23.0	PROVIDENT FUND & MINIMUM WAGES
23.1	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 intent. In case you are exempted from such 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.
23.2	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.
23.3	The final bill amount would be released only on production of clearance certificate from PF/ESI and labour authorities as applicable.
23.4	OTHER STATUTORY REQUIREMENTS
23.5	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.
23.6	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

Tender Enquiry No.- 88/24/6143/LSY	
COMMERCIAL CONDITIONS OF CONTRACT	PAGE9 OF 16

	monthly return of ESI contribution with Challans under ESI Act 1948 (if applicable) in respect of the workmen engaged by them.
23.7	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.
23.8	The Contractor shall submit copies of Final Settlement statement of disbursal 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.
23.9	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 final bills of the Contractor which will be released on submission of proof of settlement of issues from the appropriate authority under the act.
23.10	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.
23.11	In addition to the clause 2.8 of General Conditions of Contract, the contractor shall comply with the following.
23.12	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 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. b) Inspector of Factories in respect of the project premises which is under the purview of State Govt.
23.13	The Contractor should comply with the provisions of BOCW Welfare Cess Act 1996 in respect of the work awarded to them by BHEL
23.14	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 centreetc
23.15	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.
24.0	COMPLIANCE TO CVC GUIDELINES FOR SELECTION AND EMPLOYMENT OF CONSULTANTS
24.1	The tender/contract shall be governed by CVC circular no 08/06/11 dtd. 24.06.2011
24.2	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, for the same

Tender Enquiry No.- 88/24/6143/LSY	
COMMERCIAL CONDITIONS OF CONTRACT	PAGE10 OF 16

	project, shall be placed on the such bidder and the remaining offer(s) shall not be considered for further processing.
24.3	If any party, covered or not covered under clause 34.2, is awarded this contract, such parties shall not submit offers to BHEL-ISG against any future open tender, for the same project. If such offers are received, the same shall be rejected.
25.0	Pradhan Mantri Kaushal Vikas Yojna
25.1	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. 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.
26.0	Earnest Money Deposit
26.1	EMD amount Rs. 20,00,000/- only. EMD amount shall be paid in the form of DD / Pay order / Cheque / NEFT transfer to BHEL's bank account. Entire EMD amount should reach the tenderer before the tender due date & time. In case, DD/Pay order/Cheque for Entire EMD amount should reach the tenderer in separate cover by speed post on or before the tender due date & time. If EMD submission through NEFT, only reference no. has to send through Email. DD shall be drawn in favour of "Bharat Heavy Electricals Limited" and payable at Bangalore. <u>Modes of deposit:</u> The EMD may be accepted only in the following forms: (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening) (ii) Electronic Fund Transfer credited in BHEL account (before tender opening) (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer) (iv) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be

Tender Enquiry No.- 88/24/6143/LSY		
COMMERCIAL CONDITIONS OF CONTRACT		PAGE11 OF 16

	in the name of the Contractor, a/c BHEL In addition to above, the EMD amount in excess of Rs Two lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for atleast six months. The bank account details for Electronic Fund Transfer/ Cash deposit are as under- Name of Site /division : BHEL ISG Name of the Bank : ICICI Bank Limited Branch : ICICI Bank Tower, #1, Commissariat Road, Bangalore – 560025 Branch Code : 0002 IFSC Code : ICIC0000002 Account No: 000205003783 Nature of Account : Collection A/C Phone No of Bank: 022-28308110 Cash Receipt or proof of remittance to be attached along with part-1 offer. In case EMD is not received before the tender due date, the offer is liable for rejection.
26.2	Further, As per clause 1.9 of GCC (Rev.1).
27.0	Security Deposit
27.1	As per clause 1.10 of GCC Rev.01 The BG shall be initially valid for 12 months from the date of LOA and extended further till completion of Guarantee period as per clause 16 of CCC. Bidder agrees to submit security deposit required for execution of the contract within the time period mentioned. Bidder should be submit at least 50% of the required Security Deposit, including the EMD, before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period shall be submitted by the bidder. Further, if security deposit is not submitted till such time the first bill becomes due, the amount of security deposit due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor

Tender Enquiry No.- 88/24/6143/LSY		
COMMERCIAL CONDITIONS OF CONTRACT		PAGE12 OF 16

	Security Deposit shall be refunded/ Bank Guarantee(s) will be released to the Contractor upon completion of Guarantee period (As per CCC clause no.16) after deducting all expenses/ other amounts due to BHEL under the contract / other contracts entered into with them by BHEL upon fulfilment of contractual obligations as per terms of the contract. Modes of Deposit: (i) Cash (as permissible under the extant Income Tax Act) (ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL (iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL (iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL) (v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL) (vi) Insurance Surety Bonds (Note: 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).
28.0	Rights of BHEL
28.1	As per clause 2.7 of GCC (Rev.1)
29.0	Liquidated damages for delays
29.1	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 at the rate of 0.5% of the contract value per week of delay or part thereof on unexecuted portion subject to a maximum of 10% of the contract value.
30.0	Quantity variation
30.1	The quantities given in the price format / BOQ are tentative and are likely change to any extent depending on detailed engineering and the 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 quoted rate of each item shall remain firm as long as the variation in the total value of work executed under this contract including extra items if any, remain within plus or minus 25 (twenty five percent) of the basic contract value as per the design consideration. The tenderer has to keep their quoted rates firm for supplies / variable as per PVC clause for services up to variation of plus or minus 25% on the basic contract value.

Tender Enquiry No.- 88/24/6143/LSY		
COMMERCIAL CONDITIONS OF CONTRACT		PAGE13 OF 16

	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 awarded Contract Value due to quantity variation, there will be no upward revision in the rates for the individual items.
31.0	Reverse Auction/Price Bid Opening
31.1	Reverse Auction (RA) not applicable for this tender. Price Bids (Part-2) of the Techno-Commercially qualified bidders will be opened.
32.0	MSE Bidder
32.1	The Intended benefits shall be as per the MSMED Act and extant guidelines. The type of tender/ contract for the purpose of this clause shall be "Works".
33	ARBITRATION & RECONCILIATION
33.1	As per Cl. No. 2.21 of General Conditions of Contract (GCC), Rev.01
33.2	The Conciliation scheme for conducting proceedings under the BHEL conciliation scheme 2018 shall be as per Appendix-A to this CCC.
34	RECOVERY OF OUTSTANDING AMOUNT In event of any amount of money being outstanding at any point of time against the Seller/Contractor due to excess payment or any other reason whatsoever, in the present order/contract or any other order/contract from any BHEL Unit, the outstanding amount shall be recovered from the payments due to the Seller/Contractor or at any other appropriate time and manner/mode as deemed fit by the Purchaser at its sole discretion.
35	No interest shall be payable by the Purchaser on the security amount, bank guarantee amount or balance payment or any money which may become due owing to difference or misunderstanding or any dispute between the Purchaser and the Contractor, or any delay on the part of Purchaser in making periodical or final payment or any other aspects incidental thereto.
36	Conflict of Interest among Bidders/ Agents
	A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anticompetitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

Tender Enquiry No.- 88/24/6143/LSY		
COMMERCIAL CONDITIONS OF CONTRACT		PAGE14 OF 16

	a) they have controlling partner (s) in common; or b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or c) they have the same legal representative/ agent for purposes of this bid; or d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following: 1) The principal manufacturer directly or through one Indian agent on his behalf; and 2) Indian/foreign agent on behalf of only one principal; or g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.
37	Breach of contract, Remedies and Termination
37.1	1) In case of delays in completion of supplies, works or non-fulfilment of any other terms and conditions of the Contract as enumerated subsequently in this clause, then, without prejudice to its right to recover any expenses, losses or damages to which the Buyer may be put to incur or sustain by reason of the Contractor's default or breach of Order/Contract or to suspend business dealings with the Contractor in terms of the Buyers' Guidelines for Suspension of Business Dealings as applicable from time to time, the Buyer shall also be entitled to cancel the Order/ Contract either in whole or portion thereof without compensation to Seller. On the occurrence of any of the acts/omissions mentioned below, the Buyer may if it so desires, procure upon such terms and in such manner as deemed appropriate, works/services not completed in the opinion of the Buyer (which shall be final), readily procurable. Contractor shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. BHEL reserves the right to terminate the contract partially / totally or withdraw portion of work and get it done through other agency after due notice of a period of 14 days to the seller/contractor by BHEL in any of the following cases: i) If the Contractor fails to deliver the goods or materials or works/ services or any instalment thereof within the period(s) fixed for such

Tender Enquiry No.- 88/24/6143/LSY	
COMMERCIAL CONDITIONS OF CONTRACT	PAGE15 OF 16

	delivery or the Seller's poor progress of the supply/services vis-à-vis delivery/execution timeline as stipulated in the contract, backlog attributable to the Seller including unexecuted portion of supply/works/ services does not appear to be executable within balance period available. ii) delivers goods or materials or works/ services not of the contracted quality and failing to adhere to the contract specifications/execution methodology. iii) withdrawal from or repudiation/abandonment of the supply/ works/ services by the contractor before completion as per contract or if the contractor refuses or is unable to supply goods or materials or works/ services covered by the order/Contract either in whole or in part or otherwise fails to perform the Order/Contract. iv) Non supply by the contractor within scheduled completion/delivery period as per contract or as extended from time to time for reasons attributable to the contractor. v) Termination of Contract on account of any other reason(s) attributable to the contractor. vi) Assignment, transfer, sub-letting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. vii) If the contractor be an individual or a Sole Proprietorship, in the event of death or insanity of the contractor. viii) If the Contractor being an individual or if a partnership firm thereof, shall at any time be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act. ix) If the Contractor being a Company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager. x) Non- Compliance to any contractual condition or any other default attributable to the contractor. Such defaulting contractor is not eligible to participate in re-tendering conducted on account of purchase made due to fault / breach of contract by such contractor. 2) In case of breach of contract, BHEL shall be entitled to recover 10% of the contract value due to breach of contract and the same is payable by contractor. The recovery of 10% of the contract value can be made by BHEL by way of encashing the performance bank guarantee/ performance security available with BHEL. In the case the value of the security instruments/ performance security available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount etc. with BHEL) or legal remedies shall be pursued.
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	Further, in addition to the above, levy of liquidated damages, debarment, termination, descoping, short closure, as applicable etc. shall be applied as per provisions of the contract.												
38.1	Integrity Pact (IP)- 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. <table><tr><th>SI No</th><th>IEM</th><th>Email</th></tr><tr><td>1</td><td>Shri Otem Dai, IAS (Retd.)</td><td>iem1@bhel.in</td></tr><tr><td>2</td><td>Shri Bishwamitra Pandey, IRAS (Retd.)</td><td>iem2@bhel.in</td></tr><tr><td>3</td><td>Shri Mukesh Mittal, IRS (Retd.)</td><td>iem3@bhel.in</td></tr></table> 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. 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. <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 in</i> Details of contact person (s): 1) Name: Lakshman Singh Yadav Deptt: PG-1 Address: BHEL-ISG, Prof. CNR Rao Circle, IISc Post, Malleswaram, Bangalore-560012, Karnataka, India Phone: +91 80 2218 4127 Email: lsy@bhel.in 2) Name: Mithilesh Prasad Deptt: PG-1 Address: BHEL-ISG, Prof. CNR Rao Circle, IISc Post, Malleswaram, Bangalore-560012, Karnataka, India Phone: +91 80 2218 4221 Email: mp@bhel.in	SI No	IEM	Email	1	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in	2	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in	3	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in
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