

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Tender Specification No. - YTPS: SCT: 202212-135

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Chapter-I: Project Information

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1.1 Project Information:

Sl. No.	Description	Details
1	Project Title	5x800 MW Yadadri Thermal Power Station
2	Customer	Telangana State Power Generation Corporation Limited (TSGENCO)
3	Location	Site is located 7Km from the NH-565 (SH2) Veerlapalem Village, Damarcherla Mandal, Nalgonda District, Telangana State
4	Nearest Railway Station	Damarcherla about 6.5Km
5	Nearest Airport	Vijaywada about 130Km
6	Nearest Town	Miryalaguda about 30Km
7	Site Conditions	
7a	Average Min. Ambient Temperature	10°C
7b	Average Max. Ambient Temperature	47°C
7c	Annual Rainfall	600mm
7d	Mean Wind Speed	8Km/h
7e	Plant Elevation above MSL	85m

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Chapter-II: Scope of Work and Technical Specification

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2.1 Scope of Work:

- 2.1.1 Operation & Maintenance of 02 nos. 33/11kV Sub-Station & 36 nos. 11/0.433kV Skid Mounted Sub-Station with associated lines (Approx. 13 Km) under construction power network including maintenance of 57 nos. high mast, 4 nos. offices, 1 no. mess & 14 nos. store and area light etc. at 5x800MW Yadadri TPS, Nalgonda, Telangana.
- 2.1.2 Deployment of Manpower by 24X7 - Supervisor, Electricians, Operators and Helpers with required maintenance equipment tools & tackles for the works of operation & maintenance of construction power distribution system which consists of all the components and equipment erected and commissioned at site. The man power should be available throughout the duration inclusive of all holidays and Sundays. Manpower strength shall be decided by site according to site requirement.
- 2.1.3 Contractor should possess valid "HT Electrical Contractor License" issued by TELANGANA STATE Electricity authorities for executing 33KV, 11KV electrical works before start of work.
- 2.1.4 Supervisors engaged by the agency must possess a valid Electrical license for O&M of 33/11kV sub station and handling other Electrical equipment etc. in the scope of this contract.
- 2.1.5 For immediate attending the breakdown job and routine maintenance activities at project premises vehicle if required by O&M staff, shall be arranged by the contractor within the quoted rate.
- 2.1.6 The scope of O & M work includes identification of items at stores/yards, checking, reporting the damages if any, taking delivery at storage yard / stores, loading, transportation to working yard, pre-assembly, calibration, checking, replacing, testing and commissioning & post-commissioning activities using their tools and tackles and testing instruments along with the supply of all consumables like insulation tapes, HT tapes, electrodes, gas, cable dressing materials, PVC sleeves etc.
- 2.1.7 Spares like HRC fuses, bulbs are excluded from the contractor's scope and will be provided by BHEL.
- 2.1.8 All necessary Hand tools set including double end spanner set, ring spanner set, Box spanner set, Allen Key set, Star screw driver set etc., Digital multimeter, 33kV & 11kV discharge rods, 33kV & 11kV hand gloves, manila ropes, Normal aluminium Ladders etc., shall be in the contractor's scope. Minimum 04 sets of above shall be arranged by contractor for Maintenance their quoted rates.
- 2.1.9 Any other special tools & tackles are required to maintain the System shall be arranged by the contractor. Grass cutting of substation and below overhead line shall also be carried out within the quoted rates.
- 2.1.10 Special type ladders for street light maintenance shall be arranged by contractor whenever necessary shall be bidder's scope.
- 2.1.11 The Cable jointing work of all cables (HT, LT Control cables) are under the scope of contractor during maintenance period. The contractor shall arrange suitable cable jointer immediately to rectify the cable damage, Actual cost or subjected to maximum of Rs.4000/- per HT cable Joint shall be paid extra for jointing work and required cable jointing kits shall be issued by BHEL at free of cost.
- 2.1.12 Contractor shall attend the break down and replace the defective components promptly, failing which BHEL will get the same done at the risk and cost of the contractor.
- 2.1.13 The area light including high mast to be operated in manual mode, if it doesn't operate in auto mode due to any reason.
- 2.1.14 During the maintenance period, if the contractor fails to deploy adequate manpower continuously for one week, BHEL shall engage a maintenance agency at the risk and cost of contractor.

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- 2.1.15 Periodic maintenance of all erected equipment as prescribed by BHEL is in the Bidder's scope.
- 2.1.16 Any annual inspection from electricity authority, if required, for energized electrical equipment, shall be carried out by the agency and the cost will be reimbursed by BHEL (fee comprising of registration, inspection and other charges of electrical inspectorate for obtaining clearance from authority) on submission of paid receipt.

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Chapter-III: Facilities in the scope of Contractor/BHEL (Scope Matrix)

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Sl. No	Description PART I	Scope		Remarks
		BHEL	Bidder	
3.1	Establishment:			
3.1.1	For Construction Purpose:			
a	Open space for office (as per availability)	Yes		Location will be finalized after joint survey with owner
b	Open space for storage (as per availability)	Yes		Location will be finalized after joint survey with owner
c	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	
d	Bidder's all office equipments, office/store/ canteen consumables		Yes	
e	Canteen facilities for the bidder's staff, supervisors and engineers etc		Yes	
f	Firefighting equipments like buckets, extinguishers etc		Yes	
g	Fencing of storage area, office, canteen etc of the bidder		Yes	
3.1.2	For living purpose of the bidder:			
a	Open space for labour colony (as per availability)		Yes	Contractor has to make his own arrangements shelter and transportation of labours as per their requirement.
b	Living accommodation		Yes	
3.2	Electricity:			
3.2.1	Electricity for construction purposes			
a	Single point source	Yes		
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.2.2	Electricity for office, stores, canteen etc. of the bidder.			
a	Single point source	Yes		
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	

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		BHEL	Bidder	
c	Duties and deposits including statutory clearances if applicable		Yes	
d	Living facilities for office use including charges		Yes	
e	Demobilization of the facilities after completion of works		Yes	
3.2.3	Electricity for living accommodation of the bidder's staff, engineers, supervisors etc.			
a	Single point source		Yes	
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.3	Water Supply:			
3.3.1	For construction purposes: (to be specified whether chargeable or free)			
a	Making the water available at single point	Yes		
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.3.2	Water supply for bidder's office, stores, canteen etc.			
a	Making the water available at single point	Yes		
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.3.3	Water supply for Living Purpose			
a	Making the water available at single point		Yes	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.4	Lighting			
a	Contractor's office		Yes	
b	Arranging the necessary lighting during the maintenance work		Yes	
c	Lighting for the living purposes of the bidder at the colony/quarters		Yes	
3.5	Communication facilities for site operations of the bidder			
a	Telephone, fax, internet, intranet, e-mail etc		Yes	
3.6	Compressed air wherever required for the work		Yes	
3.7	Demobilization of all the above facilities		Yes	
3.8	Transportation			
a	For site personnel of the bidder		Yes	

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Sl. No	Description PART I	Scope		Remarks
		BHEL	Bidder	
b	For bidder's equipments and consumables (T&P, Consumables etc)		Yes	

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

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- 4.1 All the tools & plants required for this scope of work are to be arranged by the contractor within the quoted rates. Necessary accessories for the tools & plants shall also be provided by the contractor.
- 4.2 **Equipment for O&M:**
- 4.3 The following testing equipment/T&P shall be made available at site by contractor in sufficient number to carry out the job simultaneously in more than one area.
 - (a) 5KV Digital insulation tester (Megger)
 - (b) Digital Multi-meter
 - (c) Digital Clip on Tong tester
 - (d) Earth resistance tester
- 4.4 List of equipment are for illustrative purpose only. Any other T&Ps and testing equipment required for successful completion of the scope of the contract, shall also be arranged by the contractor within the quoted rate.
- 4.5 The above instruments / equipment will be sent for testing and calibration wherever from time to time and maintained by contractor as required by BHEL.
- 4.6 All testing instruments shall have calibration certificate issued by recognized/accredited agencies.
- 4.7 List of periodicity of calibration required for different instruments will be furnished by BHEL at site.
- 4.8 Contractor shall maintain calibration records as per the BHEL format and produce them whenever called for by BHEL Engineers.
- 4.9 Contractors shall arrange experienced/qualified persons for using these calibration instruments at laboratory and also at work spot.
- 4.10 Wherever frequent calibration is required, contractor shall arrange adequate number of instruments such that the work does not suffer for want of test instruments.
- 4.11 Protection/handling of tools and plant arranged by the contractor.
- 4.12 Equipment, vehicles, tools and plants and materials brought to site by the contractor from his resources shall have distinctive identification marks and the contractor shall intimate the description and quantity to BHEL in writing.
- 4.13 All construction materials brought by the contractor shall have prior approval regarding quality and quantity by BHEL. The contractor shall also provide, necessary enclosures containers and protective materials for proper storage of materials inside, whenever so instructed by the purchaser without any extra cost.
- 4.14 No material or equipment or tools etc. shall be taken out of the work-site without the written consent of BHEL.
- 4.15 BHEL shall not be responsible for the safety and protection of the materials of the contractor and the contractor shall make his arrangements for proper watch and ward for his materials.

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5.1 BHEL shall not provide any T&Ps and MMEs for this scope of work.

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6.1 Contract Period:

The operation and maintenance period of the construction power distribution system & Yard Lighting shall be 12 (Twelve) months from the date of commencement of operation and maintenance.

The contract period may be extended for another 06 (Six) months at the discretion of BHEL with existing terms and conditions.

6.2 Date of commencement of operation and maintenance:

After issue of Work Order, the contractor will start the O&M work by 1st Feb 2023 as the existing O&M contract for the said work is being completed by 31st Jan 2023. Also, contractor shall report to the General Manager of BHEL at site at least 15 (fifteen) days before from the start of work for arranging/mobilization of manpower and T&Ps and to make the statutory requirements of deploying workmen.

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- 7.1 100% Payment shall be payable on submission of monthly running Bills at the quoted/accepted monthly charges and as certified by BHEL engineer. The payment for running bills will normally be released within 30 days of submission of running bill complete in all respects with all necessary/required documents.
- 7.2 The bills and relevant documents shall be submitted at the following address for payment.

General Manager/Yadadri
Bharat Heavy Electricals Limited
5x800 MW Yadadri TPS Project Site
Power Sector-Southern Region
Village - Veerlapalem, Mandal - Damarcherla,
District - Nalgonda
Telangana - 508355

GST Number: 36AAACB4146P1ZG

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8.1 Goods and service Tax (GST) & Cess:

- 8.1.1 The successful bidder shall furnish proof of GST registration with GSTIN Portal in the State in which the Project is being executed, covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work. If the Successful Bidder submits Invoice from a GST No. from outside the state where the project is being executed, then the Bidder shall furnish a declaration for the same in their Letter head, for the single supply of services/short term supply of services.
- 8.1.2 Contractor's price/rates shall be exclusive of GST & Cess (if applicable) (herein after termed as GST). Contractor shall submit to BHEL the GST compliant tax invoice/debit note/revised tax invoice on the basis of which BHEL will claim the input tax credit in its return. GST will pay extra as applicable (Presently @18%).
- 8.1.3 Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules wherein the 'Bill to' details will be as below:
- BHEL GSTN - 36AAACB4146P1ZG
NAME - BHARAT HEAVY ELECTRICALS LIMITED
ADDRESS:
BHEL SITE OFFICE, YADADRI THERMAL POWER
STATION (5X800 MW), VEERLAPALEM VILLAGE
DAMERACHERLA MANDAL
NALGONDA DISTRICT - 508355
- 8.1.4 GST charged in the tax invoice/debit note/revised tax invoice by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return.
- 8.1.5 In case BHEL has to incurred any liability (like interest / penalty etc.) due to denial/reversal / delay of input tax credit in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor.
- 8.1.6 Further, in case BHEL is deprived of the Input tax credit, due to any reason attributable to contractor, the same shall not be paid or Recovered if already paid to the contractor.
- 8.1.7 Tax invoice/debit Note/revised tax invoice shall contain all such particulars as prescribed in GST law and comply to the timelines for issue of the same. Invoices shall be submitted on time to the concerned BHEL Engineer In Charge.
- 8.1.8 TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills.
- 8.1.9 E-way bills / Transit passes / Road Permits, if required for materials / T&P etc., bought into the project site is to be arranged by the Contractor only.
- 8.1.10 BHEL shall not reimburse any amounts towards any interest / penalty etc., incurred by contractor. Any additional claim at a later date due to issues such as wrong rates / wrong classification by contractor shall not be paid by BHEL.
- 8.1.11 Bidder Shall submit E-Invoice as per the GST Rules, if E-Invoicing has been enabled against their GSTIN No. Otherwise a Declaration may be submitted along with Invoice certifying that E-Invoicing is not enabled against their GSTIN No.

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- 8.1.12 Bidder shall note that if the service which they are going to provide to BHEL is covered under RCM, then BHEL shall discharge the liability on RCM basis and no GST Payment will be released to the Bidder in any circumstances.

8.2 All taxes and duty other than GST & Cess:

The contractor shall pay all (except the specific exclusion viz GST & Cess) taxes, fees, license charges, deposits, duties, tools, royalty, commissions, Stamp Duties, or other charges / levies, which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract and the same shall not be reimbursed by BHEL. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

8.3 Statutory Variations:

Statutory variations are applicable under the GST Acts, against production of proof. The changes implemented by the Central / State Government during the tenure of the contract viz. increase / decrease in the rate of taxes, applicability, etc. and its impact on upward revision / downward revision are to be suitably paid/ adjusted from the date of respective variation. The bidder shall give the benefit of downward revision in favour of BHEL. No other variations shall be allowed during the tenure of the contract.

8.4 New Taxes/Levies:

In case Government imposes any new levy / tax after submission of bid during the tenure of the contract, BHEL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / tax is applicable to this contract.

8.5 Direct Tax:

BHEL shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by BHEL before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by BHEL as per the provisions of Income Tax Act.

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Chapter-IX: Bill of Quantity

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9.1 Bill of quantity contains detailed specifications of item:

Sl.No.	Description	Unit	Quantity
1.0	Operation & Maintenance of 02 nos. 33/11kV Sub-Station & 36 nos. 11/0.433kV Skid Mounted Sub-Station with associated lines (Approx. 13 Km) under construction power network including maintenance of 57 nos. high mast, 4 nos. offices, 1 no. mess & 14 nos. stores and area light etc and providing manpower of skilled Supervisors, Electricians, Operators and Helpers with required T&Ps. Manpower strength shall be decided by BHEL site as per site requirement. Manpower shall be provided for 24X7 (including Sundays and Holidays). Shift hours minimum 8 hrs per day.		
1.1	Highly Skilled (Supervisor)	Man-months	36
1.2	Skilled (Electricians)	Man-months	120
1.3	Semi-skilled (Operator)	Man-months	84
1.4	Un-Skilled (Helper)	Man-months	132

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10.1 In addition to the clause 2.8 of General Conditions of Contract (Volume-1C of Book-II) the contractor shall comply with the following:

10.1.1 BOCW Act & BOCW Welfare Cess Act: 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.–NTPC, NTPL etc.
- (b) Appropriate State Authorities in respect of the project premises which is under the purview of State Govt./others.
- (c) The Contractor should comply with the provisions of BOCW Welfare Cess Act 1996 in respect of the work awarded to them by BHEL.
- (d) 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 equipment, canteen, rest room, drinking water, Toilets, ambulance, first aid centre etc.
- (e) 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.
- (f) "Non-compliance to Provisions of the BOCW Act & BOCW Welfare Cess Act is not acceptable. In case of any non-compliance, BHEL reserves the right to withhold any sum as it deems fit. Only upon total compliance to the BOCW Act and also discharge of total payment of Cess under the BOCW Cess Act by the Contractor, BHEL shall consider refund of the Amounts".

10.1.2 Provident Fund:

- (a) The contractor is required to extent the benefit of Provident Fund to the labour employed by contractor in connection with this contract as per the Employees Provident Fund and Miscellaneous Provisions Act 1952. For due implementation of the same, contractor is hereby required to get contractor registered with the Provident Fund authorities for the purpose of reconciliation of PF dues and furnish to us the code number allotted to contractor by the Provident Fund authorities within one month from the date of issue of this letter of intent. In case contractor are exempted from such remittance an attested copy of authority for such exemption is to be furnished. Please note that in the event of contractor failure to comply with the provisions of said Act, if recoveries therefore are enforced from payments due to BHEL by the customer or paid to statutory authorities by BHEL, such amount will be recovered from payments due to contractor.
- (b) The final bill amount would be released only on production of clearance certificate from PF / ESI and labour authorities as applicable.

10.1.3 Other Statutory Requirements:

- (a) The Contractor shall submit a copy of Labour License obtained from the Licensing Officer (Form VI) u/r 25 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.
- (b) 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

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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.

- (c) The Contractor should ensure compliance of Sec 21 of Contract Labour (R&A) Act 1970 regarding responsibility for payment of Wages. In case 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.
- (d) The Contractor shall submit copies of Final Settlement statement of disbursement of retrenchment benefits on retrenchment of each workman under ID 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.
- (e) In case of any dispute pending before the appropriate authority under ID 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.
- (f) 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.
- (g) All the Statutory requirements such as ESI, PF etc as per labour laws have to be met by the bidder and proof of compliance shall be submitted to BHEL.
- (h) Necessary insurance (covering WC act) for the work men engaged by the contractor has to be met at their cost and copy of the same shall be submitted before commencement of work. The contractor shall follow and comply with all safety rules of the Employer, relevant provisions of applicable law pertaining to the safety of workmen, employees, plant & equipment as may be prescribed from time to time without any demur, protest or contest or reservation. In case of any non-conformity between statutory requirement and safety rules of the Employer referred above. The latter shall be binding on the contractor unless the statutory provisions are more stringent.
- (i) If the contractor does not take all safety precautions and /or fails to comply with the safety rules as prescribed by the Employer or under the applicable law for the safety of the equipment and plant and for the safety of the personnel and contractor does not prevent hazardous conditions which cause injury to his own employees or employees of other contractors or the Employer's employees or any other person who are at site, the contractor shall be responsible for payment of compensation to concerned agency/BHEL as applicable.
- (j) An indemnity bond shall be given as per GCC by the contractor stating that all expenditure caused due to failure of statutory obligations of the part of the tender shall be borne by the contractor.
- (k) All the work shall be carried out as per instructions of BHEL engineer. BHEL engineer's decision regarding the correctness of the work and method of working shall be final and binding on the contractor.
- (l) All the necessary certificates and licenses required to carry out this work are to be arranged by the contractor expeditiously at his cost.

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- (m) The contractor (at own cost) shall arrange necessary security measures for adequate protection of his machinery, equipment, tools, materials etc. BHEL shall not be responsible for any loss or damage to the contractor's construction equipment and materials.
- (n) The contractor must obtain the signature and permission of the security personnel of the customer for bringing any of their materials inside the site premises. Without the Entry Gate Pass these materials will not be allowed to be taken outside.
- (o) Contractors shall ensure that all their Staff/Employees are exposed to periodical training programme conducted by qualified agencies/ personnel on ISO 9001 – 2000 Standards.

10.1.4 Deployment of Skilled / Semi-skilled Tradesmen:

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. 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 tradesman 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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SI. No. 1: Clause 2.12 of GCC (General Conditions of Contract Volume-I Book-II) on OVER RUN COMPENSATION (ORC) shall not be applicable for this tender.

SI. No. 2: Clause 2.17 of GCC (General Conditions of Contract Volume-I Book-II) on PRICE VARIATION COMPENSATION (PVC) shall not be applicable for this tender.

SI. No. 3: Clause 2.13.1, 2.13.6 & 2.13.7 of GCC (General Conditions of Contract Volume-I Book-II) on INTEREST BEARING ADVANCE shall not be applicable for this tender.

SI. No. 4: Clause 2.21.1 of GCC (General Conditions of Contract Volume-I Book-II) on ARBITRATION - "The seat of arbitration shall be Chennai". All other conditions in Clause 2.21.1 under 'Arbitration', remains unchanged."

SI. No. 5: Clause 1.10.1 of GCC (General Conditions of Contract Volume-I Book-II) on security deposit shall be amended as below:

Upon acceptance of tender, the successful tender should deposit the required amount of security deposit @3% for satisfactory completion of work.

SI. No. 6: Occupational Health, Safety and Environment Management / Quality Assurance Program: The following clauses in Occupational Health, Safety & Environment Management / Quality Assurance Program published in Chapter-IX of Special Conditions of Contract (Volume I Book-II) is revised as under.

Chapter IX Clause 9.1 is modified as below:

Contractor will comply with HSE (Health, Safety & Environment) requirements of BHEL as per the "HSE Plan for Site Operations by Subcontractor" (Document No. HSEP: 14 Rev00) enclosed as Volume-1A Part-II Chapter 2 in this booklet.

Chapter IX Clause 9.1.1 to 9.1.25 stands deleted.

Chapter IX Clause 9.2 to 9.62 stands deleted.

SI. No. 7: Clause 2.7.2 of GCC (General Conditions of Contract Volume-I Book-II) on is revised as under. To terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases:

- (i) Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work does not appear to be executable within balance available period considering its performance of execution.
- (ii) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- (iii) Non-completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.
- (iv) Termination of Contract on account of any other reason (s) attributable to Contractor.
- (v) Assignment, transfer, subletting of Contract without BHEL's written permission.
- (vi) Non-compliance to any contractual condition or any other default attributable to Contractor.

Risk & Cost Amount against Balance Work:

Risk & Cost amount against balance work shall be calculated as follows:

Risk & Cost Amount= $[(A-B) + (A \times H/100)]$

Where,

A= Value of Balance scope of Work (*) as per rates of new contract

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B= Value of Balance scope of Work (*) as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

*** Balance scope of work (in case of termination of contract):**

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 for calculating risk & 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 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.

NOTE: Incase portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work' for calculating Risk & Cost amount.

LD against delay in executed work in case of Termination of Contract:

LD against delay in executed work shall be calculated in line with LD clause no. 2.7.9 of GCC, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

Method for calculation of "LD against delay in executed work in case of termination of contract" is given below.

- (i) 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 = T1
- (ii) Let the value of executed work till the time of termination of contract= X
- (iii) Let the Total Executable Value of work for which inputs/fronTS were made available to contractor and were planned for execution till termination of contract = Y
- (iv) Delay in executed work attributable to contractor i.e. $T2 = [1 - (X/Y)] \times T1$
- (v) LD shall be calculated in line with LD clause (clause 2.7.9) of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.

In case Contractor fails to deploy the resources as per requirement, BHEL can deploy own/hired/otherwise arranged resources at the risk and cost of the contractor and recover the expenses incurred from the dues payable to contractor. Recoveries shall be actual expenses incurred plus 5% overheads or as defined in TCC.

Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor Following sequence shall be applicable for recoveries from contractor:

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- (a) Dues available in the form of Bills payable to contractor, SD, BGs against the same contract.
- (b) Demand notice for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above.
- (c) If contractor fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery:
 - (i) Dues payable to contractor against other contracts in the same Region shall be considered for recovery.
 - (ii) If recovery cannot be made out of dues payable to the contractor as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor.
 - (iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.

Sl. No. 7: Existing format on Monthly Performance Evaluation of Contractor, as available in Form No F-15 of Volume ID Forms and procedure stands Deleted.