

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Framework Agreement (Rate Contract) for Supply of HSFG Bolt with Nut and Washer (Composite Items) of different sizes for the following project sites:

- 2X800 MW NTPC Lara Super Thermal Power Station
- 2X800 MW NTPC Singrauli Super Thermal Power Plant, Stage-III
- 2X800 MW DVC Koderma Super Thermal Power Plant



TECHNICAL CONDITIONS OF CONTRACT (TCC)

CONTENTS

Sl. No	DESCRIPTION	Chapter
Volume-IA	Part-I: Contract specific details	
1	Project Information	Chapter-I
2	Scope of Works	Chapter-II
3	Time Schedule	Chapter-III
4	Terms of Payment	Chapter-IV
5	Taxes and other Duties	Chapter-V
6	BOQ Cum Rate Schedule for Each Item	Chapter-VI
7	Annexures	Chapter-VII

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - I: PROJECT INFORMATION

1.1	INTRODUCTION:
1.1.1	<p>BHEL is intended to finalize a Framework Agreement (Rate Contract) for “Supply of HSFG Bolt with Nut and Washer (Composite Items) of different sizes” as per BOQ Cum Rate Schedule and Technical Specification of tender for following BHEL project sites.</p> <p>The project sites are envisaged are as follows:</p> <ol style="list-style-type: none">1. 2X800 MW NTPC Lara Super Thermal Power Station2. 2X800 MW NTPC Singrauli Super Thermal Power Plant, Stage-III3. 2X800 MW DVC Koderma Super Thermal Power Plant
1.1.2	<p>The information given herein is for general guidance and shall not be contractually binding on BHEL/Owner. All relevant site data /information as may be necessary shall have to be obtained /collected by the Bidder.</p>

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: SCOPE OF WORKS

2.0	Scope of Works:																			
2.1	Framework Agreement for “Supply of HSFG Bolt with Nut and Washer (Composite Items) of different sizes” as per BOQ Cum Rate Schedule and Technical Specification for the following project sites. 1. 2X800 MW NTPC Lara Super Thermal Power Station 2. 2X800 MW NTPC Singrauli Super Thermal Power Plant, Stage-III 3. 2X800 MW DVC Koderma Super Thermal Power Plant																			
2.1.1	Item No. 1: Mild Steel Bolts (of property class 4.6 as per IS: 1367 and grade `C' as per IS: 1363) and HSFG Bolts (of property class 8.8 and product grade `C' as per IS: 1367): <table><tr><th>Sl. No.</th><th>Item Description</th><th>Unit</th><th>Quantity</th></tr><tr><td>2311</td><td>Supply of permanent mild steel bolts (class 4.6 as per IS: 1367 and grade `C' as per IS: 1363) and nuts, washers etc. up to and inclusive of 39 mm diameter and up to 300mm long for structural steel work etc. all complete.</td><td>MT</td><td>15.4</td></tr><tr><td>2312</td><td>Supply of high strength structural bolts (of property class 8.8 and product grade `C' as per IS: 1367) and conforming to IS: 3757 and high strength structural hardened and tempered nuts (of property class `8' as per IS:1367) conforming to IS:6623 with hardened and tempered washers as per IS:6649 etc. up to and inclusive of 39 mm diameter and up to 300 mm long for structural steel work etc. all complete.</td><td>MT</td><td>1540.7</td></tr><tr><td></td><td>Total Quantity</td><td>MT</td><td>1556.1</td></tr></table>				Sl. No.	Item Description	Unit	Quantity	2311	Supply of permanent mild steel bolts (class 4.6 as per IS: 1367 and grade `C' as per IS: 1363) and nuts, washers etc. up to and inclusive of 39 mm diameter and up to 300mm long for structural steel work etc. all complete.	MT	15.4	2312	Supply of high strength structural bolts (of property class 8.8 and product grade `C' as per IS: 1367) and conforming to IS: 3757 and high strength structural hardened and tempered nuts (of property class `8' as per IS:1367) conforming to IS:6623 with hardened and tempered washers as per IS:6649 etc. up to and inclusive of 39 mm diameter and up to 300 mm long for structural steel work etc. all complete.	MT	1540.7		Total Quantity	MT	1556.1
Sl. No.	Item Description	Unit	Quantity																	
2311	Supply of permanent mild steel bolts (class 4.6 as per IS: 1367 and grade `C' as per IS: 1363) and nuts, washers etc. up to and inclusive of 39 mm diameter and up to 300mm long for structural steel work etc. all complete.	MT	15.4																	
2312	Supply of high strength structural bolts (of property class 8.8 and product grade `C' as per IS: 1367) and conforming to IS: 3757 and high strength structural hardened and tempered nuts (of property class `8' as per IS:1367) conforming to IS:6623 with hardened and tempered washers as per IS:6649 etc. up to and inclusive of 39 mm diameter and up to 300 mm long for structural steel work etc. all complete.	MT	1540.7																	
	Total Quantity	MT	1556.1																	
2.1.2	Item No. 2: HSFG Bolts (of property class 10.9 and product grade `C' as per IS: 1367): <table><tr><th>Sl. No.</th><th>Item Description</th><th>Unit</th><th>Quantity</th></tr><tr><td>A2312</td><td>Supply of high strength structural bolts (of property class 10.9 and product grade `C' as per IS: 1367) and conforming to IS: 3757 and high strength structural hardened and tempered nuts (of property class `8' as per IS:1367) conforming to IS:6623 with hardened and tempered washers as per IS:6649 etc. up</td><td>MT</td><td>1135.2</td></tr></table>				Sl. No.	Item Description	Unit	Quantity	A2312	Supply of high strength structural bolts (of property class 10.9 and product grade `C' as per IS: 1367) and conforming to IS: 3757 and high strength structural hardened and tempered nuts (of property class `8' as per IS:1367) conforming to IS:6623 with hardened and tempered washers as per IS:6649 etc. up	MT	1135.2								
Sl. No.	Item Description	Unit	Quantity																	
A2312	Supply of high strength structural bolts (of property class 10.9 and product grade `C' as per IS: 1367) and conforming to IS: 3757 and high strength structural hardened and tempered nuts (of property class `8' as per IS:1367) conforming to IS:6623 with hardened and tempered washers as per IS:6649 etc. up	MT	1135.2																	

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: SCOPE OF WORKS

		to and inclusive of 39 mm diameter and up to 300 mm long for structural steel work etc. all complete.		
		Total Quantity	MT	1135.2
2.1.3	Modality of Award:			
2.1.3.1	The scope consists of Two (02) Items viz. Item-1: Mild Steel Bolts (of property class 4.6 as per IS: 1367 and grade 'C' as per IS: 1363) and HSFG Bolts (of property class 8.8 and product grade 'C' as per IS: 1367) (Sl. No. 2.1.1) and Item-2: HSFG Bolts (of property class 10.9 and product grade 'C' as per IS: 1367) (Sl. No. 2.1.2)			
2.1.3.2	Bidders to quote total price on F.O.R. Basis (excluding GST) for Item-1 and Item-2, separately. Bidder may quote for each item or any combination of items. Bidder to declare the same as per Annexure-1A in their techno-commercial (Part-I) offer.			
2.1.3.3	Price bids of qualified bidders shall be evaluated separately for Item-1 and Item-2 and based on their order of price competitiveness, L1 bidder shall be decided for Item-1 and Item-2, separately.			
2.1.3.4	Total quantity for each item shall be splitted in the Ratio of 60%: 40% (except for Sub-Item No. 2311 of Item No. 1) and shall be awarded as per clause 2.1.3.5. Further, splitting shall not be possible.			
2.1.3.5	Case-I: In case, L1 bidder happens to be MSE: L1 bidder shall be awarded to 60% of total quantity for each item (except for Sub-Item Sl. No. 2311 of Item No. 1 which shall be awarded 100% of quantity) and balance 40% of the quantity shall be counter offered to the next bidder in order of their price competitiveness (L2, L3, L4 and henceforth) on Finalized L-1 rates. The bidder accepting the L1 rates shall be considered for awarding of balance 40% of total quantity for each item. Case-II: In case, L1 bidder happens to be Non-MSE: <ol style="list-style-type: none"> L1 bidder shall be awarded to 60% of total quantity for each item (except for Sub-Item Sl. No. 2311 of Item No. 1 which shall be awarded 100% of quantity) Purchase preference shall be given to MSE-MII bidders for the balance 40% of the quantity of each item in line with Office Order No. F.No. DPE/3(3)/10-Fin dated 29.05.2023 forwarded by Department of Public Enterprises against Department of Expenditure O M No. F.1/4/2021-PPD dated 18.05.2023. In case of subsequent orders issued by the nodal ministry, changing the definition of MSE, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT. In case none of the MSE-MII bidders, falling within 15% margin of purchase preference, accepts to match the L1 rate, balance 40% of total quantity for each 			

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: SCOPE OF WORKS

	<p>item shall be counter offered to the next bidder in order of their price competitiveness (L2, L3, L4 and henceforth) at L1 price.</p> <p>d) In case none of the MSE-MII bidders falls within 15% margin of purchase preference, balance 40% of total quantity for each item shall be counter offered to bidders in the order of price competitiveness.</p> <p>e) The bidder accepting the L1 rates shall be considered for awarding of balance 40% of total quantity for each item. The unit rates of awarded of 60% of total quantity for each item as derived from L-1 rates shall be applicable for unit rates of 40% of total quantity for each item and accordingly total awarded value of 40% of total quantity for each item shall be calculated.</p> <p>Case III:</p> <p>In case, none of the bidders agrees to match the finalized L-1 rates of item/(s) then BHEL reserves the right to award the ‘40% of total quantity for the item/(s)’ to L-1 Bidder/(s) (to whom 60% of total quantity for each item is awarded) at its sole discretion based on criteria/(s) like capacity of the L-1 bidder, etc.</p> <p>In such case, BHEL at its discretion offers the ‘40% of total quantity for the item/(s)’ to the L-1 bidder, then it has to be necessarily accepted by L-1 bidder.</p>																																																	
2.1.4	<p>Tentative Quantity of all line items with Tentative Delivery Schedule is as below however, it may vary as per actual progress of the project sites.</p> <table><tr><th rowspan="2">Period</th><th colspan="2">Item-1 (MT)</th><th colspan="2">Item-2 (MT)</th></tr><tr><th>Part-A</th><th>Part-B</th><th>Part-A</th><th>Part-B</th></tr><tr><td>Up to Dec'25</td><td>173</td><td>116</td><td>127</td><td>84</td></tr><tr><td>Jan'26-Mar'26</td><td>97</td><td>65</td><td>71</td><td>47</td></tr><tr><td>Apr'26-Jun'26</td><td>99</td><td>66</td><td>72</td><td>48</td></tr><tr><td>Jul'26-Sep'26</td><td>99</td><td>66</td><td>72</td><td>48</td></tr><tr><td>Oct'26-Dec'26</td><td>139</td><td>93</td><td>101</td><td>67</td></tr><tr><td>Jan'27-Mar'27</td><td>121</td><td>81</td><td>89</td><td>59</td></tr><tr><td>Apr'27-Jun'27</td><td>136</td><td>90</td><td>99</td><td>66</td></tr><tr><td>July'27-Sept'27</td><td>69</td><td>46</td><td>51</td><td>34</td></tr></table> <p>Part-A: 60% of the total quantity</p> <p>Part-B: 40% of the total quantity</p>	Period	Item-1 (MT)		Item-2 (MT)		Part-A	Part-B	Part-A	Part-B	Up to Dec'25	173	116	127	84	Jan'26-Mar'26	97	65	71	47	Apr'26-Jun'26	99	66	72	48	Jul'26-Sep'26	99	66	72	48	Oct'26-Dec'26	139	93	101	67	Jan'27-Mar'27	121	81	89	59	Apr'27-Jun'27	136	90	99	66	July'27-Sept'27	69	46	51	34
Period	Item-1 (MT)		Item-2 (MT)																																															
	Part-A	Part-B	Part-A	Part-B																																														
Up to Dec'25	173	116	127	84																																														
Jan'26-Mar'26	97	65	71	47																																														
Apr'26-Jun'26	99	66	72	48																																														
Jul'26-Sep'26	99	66	72	48																																														
Oct'26-Dec'26	139	93	101	67																																														
Jan'27-Mar'27	121	81	89	59																																														
Apr'27-Jun'27	136	90	99	66																																														
July'27-Sept'27	69	46	51	34																																														
2.2	<p>Brief Scope of work is as follows:</p>																																																	

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: SCOPE OF WORKS

2.2.1	<p>The bolts, nuts and washer shall be supplied in dull black treated condition with residual coating of light oil.</p> <p>Technical specification shall be as per following IS standards:</p> <ol style="list-style-type: none"> For Bolts - IS 3757(Latest); Property Class: 8.8 and 10.9; Product Grade C of IS specification IS:1367 Part-2 (Latest) For Nuts - IS: 6623 (latest); Property Class: 8 or 10; Product Grade B For Washers - IS: 6649 (Latest); Material: 45C8, Type A: Plain Hole Circular Washer; Grade: Ordinary
2.2.2	<p>Raw Materials:</p> <ul style="list-style-type: none"> Bolts and Nuts - Rolled /Forged Bar of Carbon Steel Washers - As per IS: 1571 Part-2 (Latest) Chemical Compositions: <p>Bolts – Plain Carbon Steel, Carbon Steel with additives (e.g. Br, Mn or Cr): As per Table-2 of IS: 1367 Part-3 (Latest)</p> <p>Nuts - As per Table-4 of IS: 1367 Part-6 (Latest)</p> <p>Washers - As per IS: 1570 Part-2 and Sulphur, Phosphorus < 0.06% in check analysis.</p>
2.2.3	<p>Dimensions and Tolerances:</p> <ul style="list-style-type: none"> Process: Cold/Hot Forging with dies and tools clean of loose scale and sheet particle. Threads on bolts shall be checked with a properly calibrated ring gauge with a tolerance class 6g. Threads on the nuts shall be checked with a properly calibrated plug gauge with tolerance class 6H. Dimensions of the bolts shall be as per table given in IS: 3757 (Latest) Dimension of nuts shall be as per table given in IS: 6623 (Latest) Dimension of washer shall be as per the table given in IS: 6649 (Latest) <p>Note: Washer shall be flat with a maximum deviation not exceeding 0.25mm from the straight edge laid along a line passing through the centre of the hole. The hole of the washer shall be concentric with outside dimensions within 0.50mm. Washers are required to be clipped to provide clearance, the clipped edge shall not be closer to the centre of the washer than 0.9 of the bolt diameters.</p>
2.2.4	Preparation and submission of MQP to BHEL/customer for approval. Supplier has to make the necessary changes in the MQP as per BHEL/customer recommendations.
2.2.5	Arranging the inspection as per approved MQP and TDC of the same at manufacturer's/ Supplier's shop and related testing.
2.2.6	Material shall be supplied as per the applicable latest Technical Delivery Conditions

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: SCOPE OF WORKS

	<p>(TDC)/ Material Standard Requirements/Drawing and other requirement as per terms and condition of contract.</p> <p>Supply shall be commenced to the respective sites as per issued Sub PO only after obtaining approval from BHEL/Customer.</p>
2.2.7	BHEL will reserve the right to inspect/test the material during/after manufacturing at suppliers' works, and/or at BHEL Site. In case of rejection at any stage, supplier shall be liable to replace the materials at his own cost.
2.2.8	<p>When the tests have been satisfactorily completed at the vendor's works, the Inspection Agency shall issue a certificate to that effect within Seven (07) days after completion of tests, but if the tests were not witnessed by the Inspection Agency or his representative, the certificate would be issued within Seven (07) days of the receipt of the test certificates by the Inspection Agency.</p> <p>No material shall be dispatched by supplier unless and until Material Dispatch Clearance Certificate (MDCC) issued by BHEL/Site.</p> <p>BHEL shall issue MRC (duly signed by the BHEL/Customer Site Engineer) after receipt of the material and its physical verification at site generally within Seven (07) days. Vendor shall take alternate action in case of any non-conformity observed during physical verification.</p>
2.3	<p>Quantity Variation:</p> <p>The quantities given for the rate contract are tentative and may vary within the limits of Plus/Minus (+/-) 25% of awarded rate contract value. Also, no compensation becomes payable in case the contract gets partially executed/ short closed/ terminated/ work withdrawn by BHEL at its discretion. The quantity variation as mentioned shall also be applicable to Sub-PO Quantity.</p>
2.4	GENERAL
2.4.1	<p>Guarantee / Warranty Period:</p> <p>Guarantee / Warranty period for Supply of material shall be 12 (Twelve) calendar months from the date of last receipt of consignment at site against each Sub-PO.</p> <p>In case of notification of defect, supplier shall replace the defective material free of cost (inclusive of freight, material cost, taxes etc.) up to destination within a period of 30 days from the date of intimation by BHEL.</p>
2.4.2	Test Certificate: Manufacturer's Test Certificate for material and Supplier's Quality inspection report should be as per specification (normally 2 copies) and extra if demanded by BHEL without any extra cost.
2.4.3	Sample Test: Random sample may be taken by site for third party inspection at the cost of supplier.
2.4.4	Unloading of materials: Unloading of the materials at site is in the scope of BHEL.
2.4.5	Documents required with materials for unloading at destination:

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: SCOPE OF WORKS

	<ul style="list-style-type: none"> (i) Duplicate for transporter copy of Invoice (ii) LR copy (iii) Weighment/ Weighbridge slip (iv) Gate pass (v) Manufacturer's Test Certificate (vi) Supplier's Quality inspection report <p>Additionally, one full set photocopy of all the above documents is also required along with supply.</p>
2.4.6	<p>Delivery Destination: The Destination address is as below (Tentative and Final Delivery Destination shall be reflected in the Sub POs)</p> <p>Sold to Party & Ship to Party (Consignee) & Billing Address</p> <ul style="list-style-type: none"> (i) BHEL Site Office - Construction Manager / Project Director 2X800 MW NTPC Lara Super Thermal Power Station PO - Pussore, Village - Chhapora Dist – Raigarh, Chhattisgarh - 496440 GST No.: 22AAACB4146P1ZP (ii) BHEL Site Office - Construction Manager / Project Director 2X800 MW NTPC Singrauli Super Thermal Power Plant, Stage-III PO – Shaktinagar Distt. – Sonebhadra, Uttar Pradesh (UP) – 231222 GST No.: 09AAACB4146P2ZC (iii) BHEL Site Office - Construction Manager / Project Director 2X800 MW DVC Koderma Super Thermal Power Plant PO – Benjhidi Distt. – Koderma, Jharkhand – 825421 GST No.: 20AAACB4146P5ZP
2.4.7	<p>Mode of Dispatch: By Road</p> <p>Note: It is Supplier's responsibility to ensure availability of vehicle well in advance for dispatch of material to meet contractual delivery requirement and as per instruction of BHEL engineer.</p> <p>Road Permit Requirement: As per requirement to be arranged by Supplier.</p>
2.4.8	<p>Transit Insurance: Transit insurance from supplier's works/warehouse to BHEL site stores shall be arranged by BHEL.</p> <p>Prior to dispatch of each consignment, intimation shall be issued to Insurance agency/underwriter of BHEL about the value of consignment, dispatch details, along with one set of documents consisting of LR/RR copy, packing list / Challan indicating</p>

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: SCOPE OF WORKS

	<p>the items dispatched (with their weights). A copy of above should be sent to BHEL Respective site office (address same as delivery destination).</p> <p>Upon dispatch of material, supplier has to immediately intimate underwriter of BHEL, failing which transit loss if any, would be borne by supplier.</p> <p>Supplier shall obtain details of Insurance agency & policy documents from BHEL prior to dispatch of first consignment of material to site.</p>
2.4.9	<p>Marking, Preservation and Packing:</p> <p>The following to be stamped or embossed on the top surface of the bolt and nut.</p> <ul style="list-style-type: none">• Bolt – Manufacturer’s identification symbol and grade of bolt• Nut - manufacturer’s identification symbol and grade of Nut• Washer – shall be identified by – provision of 2 nibs and manufacturer’s identification symbol being placed as near to the outer edge as possible.• Following details shall be clearly indicated in the tags tied to the bundle:<ul style="list-style-type: none">(a) Manufacturer Name, (b) Vendor Code, (c) Purchase Order and Supplier Internal W.O. (d) Quantum and weight and (e) Item description with diameter and length.(b) It shall be packed in bituminous coated polyethylene cloth/bags.(c) Each bag shall contain only the same size bolts/nuts/washers respectively and shall be indicated in the tags.(d) The packing shall be in conformity with specification and shall be such as to ensure prevention of damages, corrosion, deterioration, shortages, pilferage and loss in transit or storage.
2.4.10	<p>Transportation & Freight Charges:</p> <ul style="list-style-type: none">a) All road dispatches shall be through the carriers.b) Owing to any reason, in case the seller / vendor has to resort to a mode of transport other than what was contemplated, to keep up the delivery / completion schedule incurring extra expenditure, such extra expenditure shall be borne by the seller / vendor.c) Freight charges shall be borne by the seller / vendor.d) Any charges related to the transportation of material till site is to be borne by the seller / vendor.
2.4.11	<p>Demurrage Charges:</p> <p>BHEL shall complete the unloading within 48 hours from the time of Vehicle entry into the plant premises. If the material is not unloaded within 48 hours due to reasons not attributable to the Supplier/ Transporter. The Supplier shall be entitled to demurrage charges as follows:</p> <ul style="list-style-type: none">a) Demurrage charges for Part Loads i.e. for vehicle carrying load below 5.5 MT: ₹800 per day.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: SCOPE OF WORKS

b) Demurrage charges for vehicle carrying load above 5.5 MT and below 18 MT: ₹1,700 per day.

c) Demurrage charges for vehicle carrying load above 18 MT: ₹2,200 per day.

Demurrage shall be applicable only if the delay exceeds 24 hours beyond the free period (48 Hrs). Any delay of less than 24 hours beyond the free period (48 hrs) shall not attract demurrage.

Example: If a vehicle enters the site on August 2, 2025, at 10:00 AM, the free period (48 hours) lasts until August 4, 2025, at 10:00 AM.

- If the vehicle exits at 4:00 PM on August 4, 2025 (6 hours late) → No demurrage will be charged.
- If the vehicle exits at 11:30 PM on August 4, 2025 (13.5 hours late) → No demurrage will be charged.

If the vehicle exits at 10:30 AM on August 5, 2025 (24 hours + 30 minutes late) → Demurrage for one full day (August 6) will be charged.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – III: TIME SCHEDULE

3	Time Schedule: Duration of Framework Agreement for “ Supply of HSFG Bolt with Nut and Washer (composite Items) of different sizes to the designated project sites” shall be Twenty Four (24) Months from issuance of LOA.																				
3.1	Delivery period from the date of intimations (Through mail / Separate Sub POs) shall be as follows: <ul style="list-style-type: none"> (i) If Ordered Qty is up to 100 MT – Within 06 weeks from the date of intimation. (ii) If ordered Qty is more than 100 MT and less than 200 MT – 08 weeks from the date of intimation. (iii) If ordered Qty is more than 200 MT - 10 weeks from the date of intimation. Note: Date of intimation shall be after considering time frame required for submission and approval of various process listed as Sl. No. 3.2 below.																				
3.2	Time Schedule for various in process activities: <table border="1"> <thead> <tr> <th rowspan="2">Sl. No.</th><th rowspan="2">Activities</th><th rowspan="2">Time Frame</th><th colspan="2">Input Provided By</th></tr> <tr> <th>BHEL</th><th>Supplier</th></tr> </thead> <tbody> <tr> <td>1</td><td>Submission of MQP</td><td>Within Seven (07) days from the date of issuance of Sub-PO.</td><td></td><td>Yes</td></tr> <tr> <td>2</td><td>Approval of MQP</td><td>Within Seven (07) days from the date of submission of MQP by Supplier.</td><td>Yes</td><td></td></tr> </tbody> </table>				Sl. No.	Activities	Time Frame	Input Provided By		BHEL	Supplier	1	Submission of MQP	Within Seven (07) days from the date of issuance of Sub-PO.		Yes	2	Approval of MQP	Within Seven (07) days from the date of submission of MQP by Supplier.	Yes	
Sl. No.	Activities	Time Frame	Input Provided By																		
			BHEL	Supplier																	
1	Submission of MQP	Within Seven (07) days from the date of issuance of Sub-PO.		Yes																	
2	Approval of MQP	Within Seven (07) days from the date of submission of MQP by Supplier.	Yes																		
3.3	Last Sub-PO shall be issued at least Two (02) Month prior to the completion of duration of Framework Agreement.																				

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – IV: TERMS OF PAYMENT

4.0	Terms of Payment:
4.1	Measurement of material supplies shall be on the weighment basis.
4.2	The contractor shall submit his RA bills with all the details required by BHEL covering measurement of supplies in all respects.
4.3	Release of payment in each running bill including PVC Bills where ever applicable will be the value of supplies admitted as per stages of progressive pro rata payments.
4.4	<p>For MSME suppliers: 100% payment (excluding GST) for running bills will be paid through TReDS such as Receivable Exchange of India Limited (RXIL), M1 Exchange, Invoice art, etc. as per extant guidelines after receipt & acceptance of material at site and submission of following documents.</p> <p>For Non-MSME suppliers: 100% of payment (excluding GST) for running bills will normally be released within 45 days of after receipt & acceptance of material at site and submission of following documents:</p> <ol style="list-style-type: none"> GST Compliance Invoice (1 Original/e-invoice + 2 copies) Copy of insurance intimation letter / e-mail. (Intimation to Insurance agency to be sent on the same day of dispatch.) LR copy (consignee address shall be BHEL Lara site) Packing List indicating item description/quantity/Net Weight against each item dispatched – wherever applicable. Original Material Dispatch Clearance Certificate issued by BHEL/BHEL's Customer. Guarantee Certificate – Original Material Receipt certificate by BHEL/site. Material test Certificate (MTC) (for raw material supplied by Vendor)
4.5	<p>Retention Amount for Respective POs issued by PS-Regions – 5% of payment shall be withheld from each RA Bills and released after successful completion of supply and along with Final Bill/last certified supply invoice of sub PO.</p> <p>On specific request of contractor, 5% amount can be released against submission of Bank Guarantee of 5% of Sub-PO value, in acceptable form. Also, upon submission of the aforementioned BG, further deduction of 5% from RA Bill shall not be made. BG shall be kept valid for a period of Contract duration and Extension if any. (Retention BG Format to be referred.)</p>
4.6	Performance Security shall be 5% of each Sub-PO Value issued by Respective PS-Region and shall be dealt as per Clause 2.13 of GCC. In case of increase in Sub-PO value, additional 5% of differential/increased amount shall be submitted by Supplier before payment of next RA Bill due.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – IV: TERMS OF PAYMENT

4.7	Applicable GST shall be released upon compliance of following documents: Vendor has to declare such Invoice in their GSTR-1 & has to pay the tax to the Government by filing GSTR-3B or any other return/form for payment of tax so that Vendor's invoice details appear in BHEL's GSTR-2A. Payment may not be released if above is not complied & invoice details do not appear in BHEL's GSTR-2A.			
4.8	Paying Authority shall be respective project sites of the BHEL, to whom materials will be supplied. Final Destinations shall be intimated separately while placing the Sub -Supply Purchase Order.			
4.9	Price Variation Compensation:			
4.9.1	In order to take care of variation in cost of material on either side, due to variation in the index of LABOUR, HIGH SPEED DIESEL OIL, BOLTS, SCREWS, NUTS & NAILS OF IRON & STEEL & ALL COMMODITIES, Price Variation Formula as described herein shall be applicable.			
4.9.2	85% component of Award Value shall be considered for PVC calculations and remaining 15% shall be treated as fixed component. The basis for calculation of price variation in each category, their component, Base Index, shall be as under:			
4.9.2.1	Sl. No.	Category	Index	Percentage Component
	1	LABOUR (ALL CATEGORIES)	MONTHLY ALL-INDIA AVERAGE CONSUMER PRICE INDEX NUMBERS FOR INDUSTRIAL WORKERS' published by Labour Bureau, Ministry of Labour and Employment, Government of India (Website: labourbureau.nic.in)	5%
	2	HIGH SPEED DIESEL OIL	Name of Commodity: HSD Type – Individual Commodities (See Note)	5%
	3	BOLTS, SCREWS, NUTS & NAILS OF IRON & STEEL	Name of Commodity: Bolts, screws, nuts & nails of Iron & steel Type: Individual Commodity (See Note)	35%
	4	ROUNDS	Retail Market Price as per JPC (Average of all available diameter shall be considered under head of "ROUNDS" for Kolkata Region)	30%

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – IV: TERMS OF PAYMENT

	5	ALL COMMODITIES	Name of Commodity: Paint Type: Individual Commodity (See Note)	10%
4.9.2.2	NOTE: As per the 'MONTHLY WHOLE SALE PRICE INDEX' for the respective Commodity and Type, published by Office of Economic Adviser, Ministry of Commerce and Industry, Government of India. (Website: eaindustry.nic.in). Revisions in the index or commodity will be re-adjusted accordingly.			
4.9.3	<p>Payment/recovery due to variation in index shall be determined on the basis of the following notional formula in respect of the identified COMPONENT ('K') viz LABOUR, HIGH SPEED DIESEL OIL, BOLTS, SCREWS, NUTS & NAILS OF IRON & STEEL, ALL COMMODITIES.</p> $P = K \times R \times (XN - X_o)/X_o$ <p>Where,</p> <p>P = Amount to be paid/recovered due to variation in the Index for LABOUR, HIGH SPEED DIESEL OIL, HOT ROLLED (HR) COIL, PAINT</p> <p>K = Percentage COMPONENT ('K') applicable for LABOUR, HIGH SPEED DIESEL OIL, HOT ROLLED (HR) COIL, PAINT</p> <p>R = Amount of supplies for the billing month (Excluding Taxes and Duties if payable extra)</p> <p>XN = Revised Index for LABOUR, HIGH SPEED DIESEL OIL, BOLTS, SCREWS, NUTS & NAILS OF IRON & STEEL, ALL COMMODITIES for the billing month under consideration</p> <p>Xo = Index for LABOUR, HIGH SPEED DIESEL OIL, BOLTS, SCREWS, NUTS & NAILS OF IRON & STEEL, ALL COMMODITIES as on the Base date</p>			
4.9.4	PVC will be payable for items supplied including quantity variation of BOQ items under originally awarded contract.			
4.9.5	Base date shall be calendar month of the 'last date of submission of Tender'.			
4.9.6	The contractor shall furnish necessary monthly bulletins in support of the requisite indices from the relevant websites along with his Bills.			
4.9.7	The contractor will be required to raise the bills for price variation payments for each RA Bill/(s) irrespective of the fact whether any increase/decrease in the index for relevant categories has taken place or not. In case there is delay in publication of bulletins (final figure), the provisional values as published can be considered for payments and arrears shall be paid/recovered on getting the final values.			
4.9.8	<p>PVC shall be applicable for the entire original contract period plus the extended period, i.e. for the complete execution period, as follows:</p> <p>For PVC computation of the nth month:</p>			

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – IV: TERMS OF PAYMENT

	<p>Let the cumulative delay attributable to the Contractor is D_n in the nth month as per delay analysis.</p> <p>Considering R_n as the billing value for the nth month, PVC for the nth month shall be calculated as follows:</p> <ol style="list-style-type: none"> PVC for the portion of R_n for an amount of $D_{(n-1)}$ shall be payable as per indices for the $(n-1)$th month. PVC for the balance portion of R_n shall be payable as per indices for the nth month. <p>In case $D_{(n-1)}$ is greater than R_n, then entire R_n shall be payable as per indices for the $(n-1)$th month and the balance portion of $D_{(n-1)}$ shall be adjusted from $R_{(n+1)}$ of the $(n+1)$th month and will be payable as per indices for the $(n-1)$th month. The above process shall be continued for subsequent month(s) also till full $D_{(n-1)}$ is consumed.</p> <ul style="list-style-type: none"> ➤ For milestones mentioned in the contract, PVC shall be applicable as per average of the indices from the month of base date till the month of execution of milestone. ➤ PVC shall not be applicable for time extension provided for the delays solely attributable to the contractor.
4.9.9	The total amount of PVC shall not exceed 15% of the cumulatively executed contract value. Executed contract value for this purpose is exclusive of PVC except items due to quantity variation.
4.10	Liquidated Damage:
4.10.1	LD shall be 0.5% of the Sub-PO Value per week of delay or part thereof subject to a maximum of 10% of the Sub-PO Value.
4.10.2	In case of any amendment/ revision, the LD shall be linked to the amended/revised Sub-PO value.
4.10.3	<p>Any delay in intermediate activity including Supplies to the destination from schedule completion period due to reasons solely attributable to Supplier, the excess period shall be considered for LD purpose.</p> <p>In case, the delay is not attributable to supplier, suitable time extension shall be provided with existing terms and conditions.</p>

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – V: TAXES AND DUTIES

5.0	TAXES & DUTIES
5.1	<p>The contractor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.</p> <p>However, provisions regarding GST on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.</p>
5.2	GST (Goods and Services Tax)
5.2.1	<p>GST as applicable on output supply (goods/services) are excluded from contractor's scope; therefore, contractor's price/rates shall be exclusive of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.</p>
5.2.2	<p>The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its Contractor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Contractor.</p>
5.2.3	<p>Contractor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor.</p>
5.2.4	<p>Contractor has to submit GST registration certificate of the concerned state. Contractor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.</p>
5.2.5	<p>Contractor/Vendor has to issue Invoice/Debit Note/Credit Note indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.</p>
5.2.6	<p>Vendor has to submit GST compliant invoice within the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts to enable BHEL to meet its GST related compliances. Special care should be taken in case of month end transactions.</p>
5.2.7	<p>Void</p>
5.2.8	<p>Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Contractor: -</p>

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – V: TAXES AND DUTIES

	<ul style="list-style-type: none">a. Supply of goods and/or services have been received by BHEL.b. Original Tax Invoice has been submitted to BHEL.c. Contractor/ Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order.d. In cases where e-invoicing provision is applicable, vendor/contractor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder.e. Contractor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent invoice. In case of final invoice/ bill, contractor has to submit proof of such return within fifteen days from the due date of relevant return.f. Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice and in GSTR-2B of the month in which such invoices has been reported by the contractor along with status of ITC availability as "YES" in GSTR-2B. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the contractor.g. Contractor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.
5.2.9	Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from contractor's bill or otherwise as deemed fit.
5.2.10	TDS as applicable under GST law shall be deducted from contractor's bill.
5.2.11	Contractor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permit, all the e-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.
5.2.12	Contractor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of contractor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.
5.2.13	In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/alterd/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Contactor's due payment.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – V: TAXES AND DUTIES

5.2.14	Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Contractor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Contactor.
5.2.15	In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the contractor.
5.2.16	<p><u>Variation in Taxes & Duties:</u></p> <p>Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.</p> <p>In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its contactor only and within the contractual delivery period only.</p> <p>In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.</p>
5.3	<p><u>Income Tax:</u></p> <p>TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from contractor's bill.</p>

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VI : BOQ CUM RATE SCHEDULE

BOQ CUM RATE SCHEDULE FOR **Item No. 1: Mild Steel Bolts (of property class 4.6 as per IS: 1367 and grade 'C' as per IS: 1363) and HSFG Bolts (of property class 8.8 and product grade 'C' as per IS: 1367):**

ST NO	ITEM DESCRIPTION	UOM	QTY	RATES = TOTAL QUOTED PRICE * WEIGHTAGE / (QUANTITY * 100)	AMOUNT (INR) = RATE * QUANTITY	WEIGHTAGE IN % (UPTO 10 DECIMAL POINT)
Item-1	Refer Clause 2.1.1 of TCC:					
2311	Supply of permanent mild steel bolts (class 4.6 as per IS: 1367 and grade 'C' as per IS: 1363) and nuts, washers etc. up to and inclusive of 39 mm diameter and up to 300mm long for structural steel work etc. all complete.	MT	15.4			0.8494755132
2312	Supply of high strength structural bolts (of property class 8.8 and product grade 'C' as per IS: 1367) and conforming to IS: 3757 and high strength structural hardened and tempered nuts (of property class '8' as per IS:1367) conforming to IS:6623 with hardened and tempered washers as per IS:6649 etc. up to and inclusive of 39 mm diameter and up to 300 mm long for structural steel work etc. all complete.	MT	1540.7			99.1505244868
	TOTAL					100

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VI : BOQ CUM RATE SCHEDULE

BOQ CUM RATE SCHEDULE FOR **Item No. 2: HSFG Bolts (of property class 10.9 and product grade 'C' as per IS: 1367):**

ST NO	ITEM DESCRIPTION	UOM	QTY	RATES	AMOUNT (INR) = RATE * QUANTITY
Item-2	Refer Clause 2.1.2 of TCC				
A2312	Supply of high strength structural bolts (of property class 10.9 and product grade 'C' as per IS: 1367) and conforming to IS: 3757 and high strength structural hardened and tempered nuts (of property class '8' as per IS:1367) conforming to IS:6623 with hardened and tempered washers as per IS:6649 etc. up to and inclusive of 39 mm diameter and up to 300 mm long for structural steel work etc. all complete.	MT	1135.2		
	TOTAL				

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VII : ANNEXURE

7.1	Declaration by Bidder (Annexure-1A)
7.2	Details of supplied material as per POs for satisfying PQR (Annexure-2)
7.3	Drawings, Technical Standard, Technical Delivery Condition (TDC), Quality Plan, Rust Preventive Specs, etc. (Annexure-3)