



TECHNICAL CONDITIONS OF CONTRACT (TCC)

TENDER NO.:

BHEL/CPC/ LRA_SGL_KOD/PMC/25/039

WORK DESCRIPTION:

“Engagement of a consulting firm for Project Management Consultancy for efficient execution of 2X800 MW NTPC Lara Project, 2X800 MW NTPC Singrauli Project & 2X800MW DVC Koderma (Phase-II)..”

BHARAT HEAVY ELECTRICALS LIMITED



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CHAPTER-I: Project Information

1.1 This contain project information of three projects namely 2X800MW Lara Super Thermal Power Station, Stage-II, 2X800MW SINGRAULI STPP (STAGE-III) & 2X800MW DVC Koderma (Phase-II).

1.2 Project Information: 2X800MW Lara Super Thermal Power Station, Stage-II

Sl. No.	Description	Details
1	Project Title	2X800MW Lara Super Thermal Power Station, Stage-II
2	Customer	National Thermal Power Corporation Limited (NTPC Limited)
3	Location	<p>Lara STPP Stage-I units are in operation near Lara village in Raigarh Distt. of Chhattisgarh. The Present tender is for the scope to be executed in Lara STPP, Stage-II (2x800 MW) as extension of existing Stage-I.</p> <p>The project is located in Raigarh district of Chhattisgarh State. The project is located south-east of Raigarh town near village Lara, bounded by villages Lara, Chhapora & Lhakhang and on the western side of Odisha State boundary.</p> <p>The project site is approachable from NH-200 (Raigarh–Sarangarh) via Kondatarai through State PWD Road.</p>
4	Nearest Airport	<p>The nearest commercial airport, Jarsuguda is about 90 kms from the project site.</p> <p>Raipur is about 250 kms from the project site.</p>
5	Nearest Railway link	The nearest rail head Raigarh Railway Station (on South East Central Railway, Howrah-Bilaspur Broad Gauge), is approximately 30 kms from the project site.
6	Access by Road/Major Cities	The project site is approachable from NH-200 (Raigarh–Sarangarh) via Kondatarai through State PWD Road.
7	Temperature	Mean of daily minimum temperature = 13.2°C Mean of daily maximum temperature = 41.8°C
8	Seismic Zone	The project site lies in zone III as defined in IS: 1893.
9	Wind Speed	Design wind speed is 39 m/sec as per IS: 875 Part III

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CHAPTER-I: Project Information

1.3 Project Information: 2X800MW SINGRAULI STPP (STAGE-III)

Sl. No.	Description	Details
1	Project Title	2X800MW SINGRAULI STPP (STAGE-III)
2	Customer	National Thermal Power Corporation Limited (NTPC Limited)
3	Location	Singrauli STPS is located in Sonebhadra district of Uttar Pradesh. The project is located at 118km towards South of District Head Quarters Robertsganj and is well connected by State Highway SH-5A..
4	Nearest Airport	The nearest airport is Lal Bahadur Shastri International Airport, Varanasi at a distance of about 220km from project site.
5	Access by Road/Major Cities	<p>Nearest National Highway NH-39 is at a distance of about 5km from the project.</p> <p>The nearest major town is Robertsganj, which is approx. 118km from the project. Nearest major city is Renukoot, located at a distance of 60km to the project.</p> <p>The nearest railway station is Shaktinagar at 3Km. Other nearby Important Stations are Renukoot Junction about 60 Km, Mirzapur Station about 198 Km, Mughal Sarai Junction About 196 Km and Varanasi Cantt About 202 Km.</p>
6	Temperature	Refer Climatological data

1.4 Project Information: 2X800MW DVC Koderma (Phase-II)

Sl. No.	Description	Details
1	Project Title	2X800MW KODERMA THERMAL POWER STATION (KTPS) PHASE-II
2	Customer	Damodar Valley Corporation (DVC)
3	Location	<p>The Koderma Thermal Power Station project is located near Benjhidi Village of Koderma District in Jharkhand. National Highway NH-19, which is referred to Delhi-Kolkata highway is about 25 Km from the Site. The nearest National Highway NH- 20 is about 8 Km from the site.</p> <p>The Site is located at latitudes of 24°23'00" N and longitudes of 85°33'15" E respectively.</p>

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		<p>The Site can be approached from District Head Quarters through National Highway NH-20 and thereafter the internal road of the town</p> <p>Town/City</p> <p>Nearest Town Koderma- About 7 Km District Head Quarters Koderma Collectorate -About 16 Km Nearest Major Town Hazaribagh- About 60 Km Nearest Major City Gaya About 115 Km</p>
4	Nearest Airport	<p>The nearest airport is Gaya Airport at Bodh Gaya at about 108 Km from the project site.</p> <p>Other Important Commercial Airport is Birs a Munda International Airport Ranchi at about 170 Km from the project site.</p>
5	Access By Road/Rail/Major Cities	National Highway NH-19, which is referred to Delhi-Kolkata highway is about 25 Km from the Site. The nearest National Highway NH- 20 is about 8 Km from the project.
6	Temperature	Refer Climatological data

1.5	The Bidder shall visit project site and acquire full knowledge and information about conditions prevailing at site and in & around the plant premises, together with site conditions, transportation routes, various distances, all the statutory, obligatory, mandatory requirements of various authorities and all information that may be necessary for preparing the bid and entering into the Contract. All costs for and associated with site visits shall be borne by the bidder.
1.6	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.
1.7	The Consultant, in the event of this work awarded to him, shall keep posted an authorized, responsible officer with valid Power of Attorney for the purpose of the contract billing. Any order or instructions of the 'Engineer' or his duly authorized representative, communicated to the Consultant's representative at site office will be deemed to have been communicated to the Consultant at his legal address.
1.8	No claim will be entertained by BHEL on ground of lack of knowledge and the Consultant's rates shall be deemed to have taken this into account.

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CHAPTER-II: Scope of Work

2.1 About BHEL:

BHEL is one of the largest engineering and manufacturing companies of its kind in India engaged in design, engineering, construction, testing, commissioning and servicing of a wide range of products and services including Thermal power plant. BHEL has Pan India presence with its Manufacturing Units in Bengaluru 1. Electronics Division (EDN) 2. Electronics Systems Division (ESD) 3. Solar Business Division (SBD), Bhopal 4. Heavy Electrical Plant (HEP), Goindwal 5. Industrial Values Plant (IVP), Haridwar 6. Heavy Electrical Equipment Plant (HEEP) 7. Central Foundry Forge Plant (CFFP), Hyderabad 8. Heavy Power Equipment Plant (HPEP), Jagdishpur 9. Fabrication Stamping & Insulator Plant (FSIP), Jhansi 10. Transformer Plant (TP), Rudrapur 11. Component Fabrication Plant (CFP) Ranipet 12. Boiler Auxiliaries Plant (BAP), Tiruchirappalli 13. High Pressure Boiler Plant (HPBP) 14. Seamless Steel Tube Plant (SSTP), Thirumayam 15. Power Plant Piping Unit (PPPU), Visakhapatnam 16. Heavy Plates & Vessels Plant (HPVP), Repair Units Mumbai 1. Electrical Machine Repair Plant (EMRP), Repair Units Varanasi 2. Heavy Equipment Repair Plant (HERP) & BHEL Subsidiary Kasaragod 1. BHEL Electrical Machines Ltd. (BHEL-EML).

2.2 Brief Requirement of Project:

BHEL has been awarded a work of Execution of 2X800MW Lara Super Thermal Power Station, Stage-II, 2X800MW SINGRAULI STPP (STAGE-III) & 2X800MW DVC Koderma (Phase-II) on EPC basis. The project is to be executed against a stringent delivery schedule with respect to other EPC projects of similar rating.

Details	2X800MW Lara Super Thermal Power Station, Stage-II	2X800MW SINGRAULI STPP (STAGE-III)	2X800MW DVC Koderma (Phase-II)
Project Contract period	First Unit within 48 months from zero date and second unit within a phase gap of 4 months i.e. 52 months.	First Unit within 50 months from zero date and second unit within a phase gap of 4 months i.e. 54 months.	First Unit within 48 months from zero date and second unit within a phase gap of 4 months i.e. 52 months.
Zero Date of project	29.08.2023	05.03.2024	Expected date 15.10.2024

For Execution of such stringent timeline project, BHEL's objective is to ensure high quality of engineering, procurement and construction of project, in conformity to the design requirements, specifications of the customer.

The delivery of the overall project shall:

- i. Require seamless coordination between
 - a) BHEL and Customer (NTPC/DVC),
 - b) BHEL's project site, manufacturing units, Engineering centers and various other ancillaries/ execution centers spread across India and

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c) BHEL & its contractors/ vendors/suppliers.

ii. Project is liable to several risks. Some of these would be on account of timely approvals, material ordering/ availability, changing construction schedule(s) & various execution challenges, etc.

2.3 Scope of Work:

BHEL intends to hire a Project Management Consultant in 2X800MW Lara Super Thermal Power Station, Stage-II, 2X800MW SINGRAULI STPP (STAGE-III) & 2X800MW DVC Koderma (Phase-II) for assisting BHEL in timely execution of work. To undertake the Project Management Consultancy services, detailed scope of work is mentioned hereunder:

S.No.	Broad Scope of Work	Sub Division
1	Project Management	
	a	Schedule Management
	b	Control/Review Management
	c	Support Management
	d	Management Information System
	e	Project specific Dash board
2	Contract Management	
	a	Contract administration
	b	Risk Management
	c	Project Governance
	d	Project Closure

1. **Project Management:** The objective of Project Management Consultancy will be to minimize the overall project delay and build a strong culture of high performance, by setting up an integrated team with the goal to achieve completion of the overall project within stipulated timelines. To deliver the project within project schedule and to improve process of BHEL, Consultant shall undertake the following activities relating to Project Management:

a. Schedule Management (by using MS Project/Primavera):

- Review/validate L-2 schedule (integrated schedule of Engineering, Supplies & Construction activities) in line with best effort schedule of BHEL. Analyzing and Realignment of project work breakdown structure (WBS) with activities duration.
- Validate L-3 schedule with BHEL's Contractor in line with agreed Best Effort L-2 schedule and respective Contract schedule of BHEL's Contractor.
- Review of financial L-2 Schedule in line with physical progress in consultation with BHEL.
- Linkage of resource inputs (with the help of BHEL) such as Drawing, Material, Manpower, Tools & Plant and inputs from Customer etc. through IPMS/digital dash board, in project schedule.
- Review of Three Months Rolling plan, Monthly activity plan and Look ahead/ catchup plan/mitigation plan with BHEL and BHEL's Contractors.

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- vi. Intermediate revision of L-2 schedule periodically at a defined frequency.

b. Control/Review Management:

- i. Updation of L-2/L-3 Schedule, monthly plan and three months rolling plan by collecting details from all stakeholders periodically at a defined frequency.
- ii. Review of timeliness and comprehensiveness of all critical documents such as customer inputs protocol/ Letters/clearances/approvals and Project deliverables protocol etc. in digital repository/ digital dashboard.
- iii. Identification and red flagging of critical path and near critical tasks on monthly basis.
- iv. Identifying constraints & hold-ups for present and the next three following months.
- v. Close monitoring of Catch-up plan/mitigation plan of critical activities.
- vi. Setting up of the Agenda for each of the meetings including the kick-off meetings and supporting BHEL, with details and documents, during the meetings.
- vii. Prepare, Circulate and monitor the MOM/RnD/Key take away from the meetings with stakeholders.
- viii. Review of resource mobilization by BHEL's contractor and advising BHEL regarding adequacy of special tools/ equipment, manpower and resources of contractor.
- ix. Establish a project specific vendor performance rating framework for all the vendors/ sub-contractor on the basis of their actual physical progress, manpower mobilization and T&P deployment vis-à-vis project requirement available inputs. Calculate performance-based vendor rating, independently, on monthly basis. Highlight vendors/ sub-contractors with consistent poor performance to the project leadership and suggest necessary corrective actions.
- x. Track status of supply of equipment/structures/BOPs/BOIs/other items required for execution of the work. Generation of critical material list on monthly basis.
- xi. Highlight the engineering inputs for next three months and conducting meetings with BHEL engineering centers on fortnightly basis.
- xii. Review of civil material requirement in the scope of BHEL as well as BHEL's Contractor.
- xiii. Facilitate Steering Committee Meetings on a monthly basis to resolve policy/contract related issues/ key bottle necks in project, suggest mitigating measures in the event of "overruns" and "Stuck Tasks".

c. Support Management:

- i. Report on scope of potential improvement in construction practices at site.
- ii. Submit Monthly analysis on "Productivity of Major/Critical Resources" deployed at site.
- iii. Estimate cost of delay in case of time overrun of any contract/overall project.
- iv. Perform root cause analysis causing delay.
- v. Assisting BHEL in evaluating solutions to resolve contractual problems and site related issues.

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- vi. Review of Contract Document between BHEL and Sub Vendor on need basis. Consultant to recommend improvement actions/benchmark practices to be under taken while Sub-contracting.
- vii. Ensure effectiveness of Drawing management processes at engineering centers (such as PEM & ISG) and Site.
- viii. Engineering Management – Monitoring (through MDL / IPMS / DMS/ PEMS/ digital dashboard) and forecasting priority RFC drawings required for next 3 months based on the work front availability and execution progress; Prepare a monthly look-ahead plan for engineering.
- ix. Material and equipment manufacturing/ delivery tracking – Prepare material/ equipment delivery plan and look-ahead plan as per the integrated schedule and project requirements. Monitor status of material delivery.
- x. Review existing construction technology/equipment/processing used and benchmark/best practices against latest construction technology/ equipment/ process being used along with their benefits.
- xi. Consultant shall submit a process improvement report to BHEL on periodic basis. Implementation of such process improvement report shall be at sole discretion of BHEL.

d. Management Information System:

- i. Develop & Implement MIS framework with BHEL identifying LIST OF KEY DELIVERABLES (after discussion with BHEL) on Daily/Weekly/Fortnightly /Monthly/Quarterly/Half yearly/Annual basis'.
- ii. Assessment of Project turnover on monthly/quarterly/annual basis.
- iii. Consultant shall use BHEL system (Wrench/IPMS/Other) for report publication and monitoring of Key Performance Indicators such as Milestone tracker, schedule status etc.
- iv. Presentation on critical issues & Potential bottlenecks along with mitigation approach, on need basis.
- v. Escalation report on Pertinent and Recurring issues.
- vi. Presentation of Project progress visualization (site photos).
- vii. Issue confidential exception report to BHEL's Top management on weekly basis.
- viii. Establishing tracker to monitor progress of engineering, Procurement, supply and construction.
- ix. Monthly/Quarterly project report preparation covering Key performance criteria such as current construction status, deviations from approved schedules, critical areas and proposed remedial measures.

e. Project specific Dash board:

- 1. On specific instruction of BHEL, Consultant shall develop, implement, operate and maintain a customized digital, user friendly, project monitoring dashboard to track Key Performance Indicators (KPIs) across the entire project lifecycle from engineering till commissioning of the Project.

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2. Consultant shall develop the modules, as mentioned hereunder, in consultation with BHEL. BHEL reserves the right to amend the requirement of module as mentioned hereunder, depending upto the project requirement.
3. Timeline for implementation of this customized platform shall be **8 weeks from consultant's kick-off meeting (KOM) of each project or as decided otherwise in KOM**. Till the project dashboard is ready for use, PMC agency shall support in manual generation of project MIS/progress reports.
4. The application shall be enabled to capture data across various data forms (Scheduling tools like MS Projects/Primavera, excel sheets and forms etc.) enabling effective monitoring and analysis of project information.
5. Consultant shall enable key persons of BHEL/Customer/sub agency/supplier, to excess the digital dashboard, in the form of training, familiarization if any.
6. Consultant shall bear all the cost including licenses fee, to enable the key persons of BHEL/Customer to have access the modules of the dash board.
7. Most of the details/inputs shall be filled by BHEL/BHEL's Subcontractors/suppliers on a defined frequency in the digital dashboard.

Web based digital dashboard shall have various modules/sub-modules as listed below:

- i. Module 1 – Login:
 - a. An application, with a secure introductory screen for logging in.
 - b. Login details - username and password, with optional CAPTCHA / two-factor authentication (2FA) for enhanced protection (A "Forgot Password" link to also be enabled).
 - c. Role-based authorization / access controls to ensure appropriate data access and management based on management levels.
- ii. Module 2 – Project Home page
Upon successful login, a Project Home page that serves as a central hub, showcasing entire portfolio of projects, along with basic information about the projects.
- iii. Module-3 - Progress Overview: Progress overview page of the selected project to be displayed with a holistic view of the project's progress and its salient features. The following sub-modules shall be included in the Project Overview:
 - a. Sub-Module-1 - Project Dashboard shall display project S-curve based on the physical progress across various phases of project, Critical path highlighting list the critical activities (through integration with a scheduling platform), potential critical activities, project exceptions, insights into the project's Quality & safety parameters, key project risks, look-ahead etc.
 - b. Sub-Module-2 - Project Dashboard shall display Milestone tracker: Planned v/s Achieved /anticipated milestone targets.
 - c. Sub-Module-3 - Project Dashboard shall display Financial progress: Tracking of overall/package wise turnover (TO) against the monthly plan.
 - d. Sub-Module-4 - Project Dashboard shall display Project Highlights and achievements.

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- e. Sub- Module-5 – System shall generate project Exception report.
- iv. Module-4 - Package level tracker:

Highlighting quantified progress achieved (against L2 level) across various packages on cumulative as well as weekly/monthly/quarterly basis. Functionality to capture package level progress tracking across functional areas – Engineering, Supply, Construction, and Commissioning.

Look-ahead plan capturing monthly and three-months look ahead targets matching project milestones.

Package wise front availability status / tracking of various inputs, materials, resources that are required for upcoming tasks.

Capturing various hindrances and bottlenecks along with milestones, and potential issues along with mitigations.
- v. Module-5 - Engineering

Tracking the progress of engineering deliverables against the planned schedule/milestones, highlighting three months drawing requirements.
- vi. Module-6 - Tendering / Package awards

Tracking (PI- PO) of the entire award cycle for tendering of work and procurement executed at various Units/region/CPC of BHEL.

Provision to track customer approval requirement & process.
- vii. Module-7 Manufacturing/Delivery tracking

Ability to effectively track manufacturing progress and equipment/material delivery, aligned with site construction/erection requirements.

Functionality to provide an overview of equipment/material delivery requirements over the next six months, along with anticipated delivery dates at site.

Application of analytics to highlight critical exceptions in terms of equipment manufacturing/delivery on a proactive basis.
- viii. Module-8 – Construction & Commissioning

Capability to track key aspects of construction activities, including project enablers, schedule adherence, raw material availability, manpower/resource mobilization, exceptions management, preparation of catch-up plans in case of delays and overall readiness for commissioning. This shall include the following sub-modules:

 - a. Sub-Module-1 – Project Enabler:

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Provision to highlight availability of critical project enablers necessary for the construction phase. Module should be able to track readiness of various construction enablers against targets, including but not limited to:

- o Blasting Permissions & Approvals (if applicable)
- o Roads (Permanent & temporary)
- o Boundary Walls
- o Drains
- o Construction Power and Utilities
- o Storage Space (incl. preservation of material) etc.

Capturing delays and exceptions related to project enablers and construction activities, along with mitigation plans and responsibilities.

b. Sub-Module-2 - Civil / Mechanical / Electrical / Commissioning

Functionality to manage detailed scheduling and planning for different construction disciplines. Plan v/s Actual: Compare planned v/s actual progress for each week/month, highlighting discrepancies and areas needing attention.

Raw Material Availability: Track raw material availability, including specific needs such as sand, cement, Steel, TMT etc.

Provision of auto upload of Daily Progress Reports (DPRs) from the data forms by the Site team to facilitate analytics, benchmarking, trend analysis, and catch-up plans.

Provision for generation of Daily progress report of the project for Customer/BHEL Management.

Provision to upload area wise site photographs, to reflect timeline progress of work.

c. Sub-Module-3 – Resource mobilization: Manpower / Tools & Plants (T&P) Tracking

Functionality to track and manage the deployment plan, and availability of manpower, tools, and equipment in order to meet the desired progress.

Generation of reports on workforce productivity metrics to identify areas for efficiency improvement.

d. Sub-Module-4 – System Level Readiness

Functionality to plan and track readiness of systems and components required for commissioning as per Milestone/operational targets, and incorporating inter-system dependencies.

Planning and monitoring availability of enablers for smooth commissioning of units.

ix. Module-9 – Quality & Safety

Functionality to monitor Quality/safety protocols, track KPIs. Capturing non-conformances, including status, actions taken, and pending issues; provide ageing analysis for open NCR's and other concerns.

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Linkage with BHEL's existing Online Quality/Safety Management systems such as SAR/CAR system etc. for data flow.

x. Module-10 - Lessons learnt

Provision to capture, document, and analyze lessons learned throughout the project on an annual basis.

Ability to integrate data to monitor implementation status of various lessons learned.

Capability to print various screens/reports.

Note: Project specific digital Dash board shall be developed and maintained by manpower other than Consultant deployed as per team deployment schedule. However, the Consultant deployed as per team deployment schedule shall be involved in operations of the Project specific digital Dash board.

2. **Contract Management:** To protect BHEL interests, Consultant shall undertake the following activities relating to Contract Management:

a. **Contract administration:**

- i. Understanding the Customer (NTPC/DVC) contract.
- ii. Identify & Record key deliverables to BHEL's Customer as per Contract along with target milestone date.
- iii. Review and monitor customer complain & hindrance register through BHEL systems/digital dashboard.
- iv. Support BHEL for contract related communications to Customer.
- v. Change Management: Assist BHEL by reviewing and reporting in analyzing change in scope if any from customer Contract.
- vi. Claim management: Assist BHEL in analyzing/preparing claims and counter claims on BHEL's Customer/ Sub contractor. Consultant shall provide all relevant data/ inputs to BHEL, which shall enable BHEL to raise & settle claims & disputes.
- vii. Consultant shall provide guidance/handholding of BHEL, till Project Handover/till consultant's contract period.
- viii. Provide inputs to BHEL for preparing delay analysis, in case of extension in customer contract.

b. **Risk Management:**

- i. Project risk identification, assessment and risk mitigation planning.
- ii. Identify opportunities in terms of early schedule completion & Process improvement.
- iii. Develop & update Risk register with prioritization on monthly basis.
- iv. Conduct risk workshops on quarterly basis to identify new risks, track and mitigate identified risks and capturing mitigation plan/status.

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c. Project Governance:

- i. Define and agree protocols/procedures for project monitoring and involvement of major stakeholders.
- ii. Define protocol/procedures to be followed for escalation of pending issues / critical risks to project.
- iii. Based on BHEL present organizational structure, Communication matrix/framework for report and data sharing with all the stake holders, to be develop.

d. Project Closure:

- i. Consultant shall submit Project closure report.
- ii. Periodic backup of data (including dashboard data) to be provided to BHEL. Backup file version/type shall be agreed with BHEL at initiation of contract.
- iii. After Completion of Contract period, consultant shall handover all the worksheets framework and records to BHEL site office.
- iv. Conduct lessons learnt workshop (on quarterly basis).
- v. Prepare and review Project closure plan on regular basis.
- vi. Consultant shall submit comprehensive learning report capturing learning after major project phases; engineering, procurement and construction (when the major work is complete for respective phase). A typical learning document may include but not limited to:
 1. Key challenges faced and project successes
 2. Key assumptions vs actual implementation
 3. Areas of time and cost over-run
 4. Major quality non-conformances
 5. Customer & sub-contractor/vendor feedback
 6. Future projects recommendations
- vii. Consultant shall submit Comprehensive Report listing out delays by BHEL or BHEL's subcontractor / Customer or Force Majeure along with backup documents.

2.4 General Conditions:

- i. Non-Disclosure Agreement: The selected bidder after placement of work order and prior to commencement of work must sign the Non-Disclosure Agreement (NDA) as per the format specified by BHEL (Annexure-3).
- ii. Consultant shall finalise a DELIVERABLE & KPIs PLAN based on above scope of work, with BHEL within 30 days from the date of LOI. The DELIVERABLE & KEY PLAN shall be subjected to BHEL's approval. The DELIVERABLE & KPIs PLAN shall be reviewed and revised on quarterly basis by BHEL/Consultant.
- iii. Consultant shall gather all information and activities executed till deployment of consultant at site. Consultant shall record all the delays (if any) including delays on the part of customer observed till deployment of consultant at site.
- iv. Consultant shall procure and handover one license of MS Project/Primavera to each BHEL project site. Consultant shall also provide basic training to BHEL representative of MS Project/Primavera.

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- v. Consultant Team shall coordinate with various stake holders including BHEL employees across manufacturing units/Regional office/Head office /any other office/Site.
- vi. Consultant shall collect, analyse and provide all the necessary data and deliverables as per the agreed format and timelines w.r.t. scope mentioned in the tender.
- vii. Consultant has to arrange Personal Protective gear for their personals, for site visits.
- viii. The team deployed by the consulting firm shall abide by all Safety Rules and Guidelines of BHEL and ensure the usage of proper Personal Protection Equipment (PPEs) while visiting the manufacturing units/ sites. The consulting firm shall also be responsible for compliance to statutory and government regulations as applicable as well as the safety & welfare of all employees deployed at BHEL and payment of salaries to their employees and statutory deductions if any.
- ix. BHEL shall review the performance of Consultant on half yearly/yearly basis, based on KPIs reflecting on agreed deliverables.
- x. BHEL at its discretion may short close the contract or part thereof with a notice period of 30 days. In case of such short closure, Consultant shall complete Contract Closure formalities and after submission of Project closure report, learning report & Claim report with customer (if any), consultant shall be entitled for release of retention payment. Consultant shall not be entitled for any claim in this regard.
- xi. On Specification instruction of BHEL, Consultant shall demobilise the resources and remobilise at project site, at no extra cost to BHEL.
- xii. The team proposed to be deployed shall remain unchanged during the whole period of contract and extension (if any), unless under unavoidable circumstances. In such a situation, whether during the contract execution period or during the bidding process, the change will only be permitted with the prior written consent of BHEL, based on credentials of new members furnished. The new member/s proposed to be deployed shall also meet the minimum experience as defined in the tender document.
- xiii. BHEL reserves the right to seek changes in the team of consultant deployed during the course of the contract.
- xiv. Consultant shall make their own arrangements of accommodation, local transportation and logistics such as Computers/laptops /printers/stationary etc. to execute the scope of work.
- xv. Consultant shall provide written assurance towards data privacy or place its IT server at site for all activities, including but not limited to, data collection, storage, analysis and reporting purpose.
- xvi. BHEL shall provide workspace (A/C) at site office/Head office to the consultant free of cost.
- xvii. Internet shall be provided by BHEL free of cost.
- xviii. After Completion of Contract period, consultant shall handover all the worksheets, reports, framework, dashboard and records to BHEL site office.
- xix. All Statutory Compliance (as applicable) for execution of this scope of work, shall be in the scope of Consultant. No Extra charges shall be made by BHEL against any statutory compliance.
- xx. No extra payment shall be made for any work executed beyond official working hours.
- xxi. Consultant may have to visit BHEL/Customer office or manufacturing units for presentation/follow-ups. In case BHEL instruct Consultant to visit BHEL/Customer office or manufacturing units, transportation (including local transportation) and accommodation charges of the consultant shall be reimbursed at actuals on submission of

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documentary proof. Approval from BHEL to be obtained for such travel, of consultant or representative of consultant company.

2.5 Consultant default: Breach of Contract, Remedies and Termination

2.5.1 BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the Consultant for any compensation.

2.5.2 BHEL shall terminate the contract after due notice of a period of 14 days in any of the following cases, which if not rectified/ improved within the time period mentioned in the notice, then, 'Breach of Consultant' will be considered to have been established:

- i). Consultant's poor progress of the work vis-à-vis execution timeline as stipulated in the agreed KPIs.
- ii). Withdrawal from or abandonment of the work by Consultant.
- iii). Repeated failure of Consultant in deploying the required resources, to comply the contractual requirements etc. even after given by BHEL in writing.
- iv). Assignment, transfer, subletting of Contract without BHEL's written permission.
- v). Non-compliance to any contractual condition or any other default attributable to Consultant.

2.5.3 Remedies in case of Breach of Contract is established

In case 'Breach of Contract' is established, Security Deposit and Retention Amount shall be encashed/ forfeited. This is without prejudice to BHEL's right to levy of liquidated damages, debarment etc. which shall be applied as per the provisions of the contract. Sequence of recovery to be made in case of breach of contract is established, is as below:

- (a) In case the value of Security Deposit & Retention Amount, available for the Contract, is less than 10% of the Contract Value, the balance amount shall be recovered from dues available in the form of Bills payable to Consultant against the same contract etc.
- (b) Demand notice for deposit of balance recovery amount shall be sent to Consultant, if funds are insufficient to effect complete recovery against dues indicated in (a) above.
- (c) If Consultant 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 Consultant against other contracts in the same Region shall be considered for recovery.
 - ii) If recovery cannot be made out of dues payable to the Consultant 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 Consultant.
 - iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against Consultant.

Note:

- 1) In addition to above, levy of liquidated damages, debarment, termination, short-closure etc. shall be applied as per provisions of the contract.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER-II: Scope of Work

2) If tendering is done for the balance work, the defaulted Consultant shall not be eligible for either executing the balance work or to participate in the tender(s) for executing the balance work. Defaulted Consultant will include:

(a) In case defaulted Consultant is The Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.

(b) In case defaulted Consultant is The Partnership Firm, any firm comprising of same partners/ some of the same partners (but not including any new partner); or sole proprietorship firm owned by any partner(s) as a sole proprietor.

2.6 Use of contract documents, specifications, design

The consulting firm shall not, without BHEL's prior written consent, disclose the contract or any provision thereof or any data, findings etc. or information furnished by or on behalf of BHEL in connection or to any person other than a person employed by the consulting firm in the performance of the work order/ contract. Disclosure to any such employed person shall be made in confidence and shall extend only so as may be necessary for the purpose of such performance. The bidder will bind such employees to the secrecy of information.

2.7 Documents/ reports/ deliverables

Reports & documents submitted by the Consultant shall remain the property of BHEL. BHEL will be authorized to use the intellectual property contained in the report for its own purposes in accordance with the contract. BHEL can download, make copies, distribute, modify and create derivate works of the reports.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – III: Team Deployment Schedule

3.1 Team Deployment Schedule:

1. Consultant shall deploy their team as per agreed Team Deployment Schedule to execute the complete project under aforesaid scope of work.
2. Consultant & BHEL Site office shall jointly assess the TEAM DEPLOYMENT SCHEDULE for entire duration of Contract period.
3. TEAM DEPLOYMENT SCHEDULE can be revised by BHEL (on advance notice of 30 days), after analysing actual requirement of Consultant at site. Payment shall be made w.r.t. any upward or downward variation in manpower deployment as mentioned in revised Team deployment schedule.
4. The consultant shall deploy their resources for the work at BHEL's Site offices/Head office.
5. Consultant has to share their resources between different project sites and Head Office based on Team Deployment Schedule as decided by BHEL.
6. BHEL holidays shall be applicable to the consultant. However, Consultant shall be liable to fulfil its commitment towards KPIs/ Deliverables.
7. In case of absence of deployed personals, Consultant shall intimate in advance and shall ensure the replacement of the personal with sufficient overlap period.
8. The Contract prices shall be inclusive of all charges, overtime charges, out of pocket allowance, travel (air / train / road) etc. No other claim on account of any other expenses shall be entertained by BHEL.
9. In case of non-availability of the required personal at site, BHEL shall not make the payment for the period of actual absence on pro rata basis (Considering 25 working days per month). In addition to above, BHEL shall deduct Rs. 1000 per day as penal action for the period of actual absence of personal at Site.
10. Consultant shall be liable to execute the agreed Key Deliverables, in variable of the availability of manpower at site.

3.2 Tentative Team Deployment Schedule for 2X800MW SINGRAULI STPP (STAGE-III) is mentioned hereunder:

Area/Man-months	No of Person	FY(24-25) from Nov'24	First Half of FY(25-26)	Second Half of FY(25-26)	First Half of FY(26-27)	Second Half of FY(26-27)	First Half of FY(27-28)	Second Half of FY(27-28)	First Half of FY(28-29)	Man Month
Project Director	1	5	6	6	6	6	6	6	6	47
Commercial Manager	1	5	6	6	6	6	6	6	6	47
Project Manager	1	5	6	6	6	6	6	6	6	47
Project Manager	1	3	6	6	6	6	6	6	6	45
Technical lead										
Civil	1	5	6	6	6	6	6	6		41
Mechanical	1		6	6	6	6	6	6	6	42

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – III: Team Deployment Schedule

Elec & C&I	1			6	6	6	6	6	6	36
Commissioning	1			6	6	6	6	6	6	36
Total Man-month									341	

3.3 Tentative Team Deployment Schedule for 2X800MW DVC Koderma (Phase-II) is mentioned hereunder:

Area/Man-months	No of Person	FY(24-25) from Nov'24	First Half of FY(25-26)	Second Half of FY(25-26)	First Half of FY(26-27)	Second Half of FY(26-27)	First Half of FY(27-28)	Second Half of FY(27-28)	First Half of FY(28-29)	Man Month
Project Director	1	5	6	6	6	6	6	6	6	47
Commercial Manager	1	5	6	6	6	6	6	6	6	47
Project Manager	1	5	6	6	6	6	6	6	6	47
Project Manager	1	3	6	6	6	6	6	6	6	45
Technical lead										
Civil	1	5	6	6	6	6	6	6		41
Mechanical	1		6	6	6	6	6	6	6	42
Elec & C&I	1			6	6	6	6	6	6	36
Commissioning	1			6	6	6	6	6	6	36
Total Man-month									341	

3.4 Tentative Team Deployment Schedule for 2X800MW Lara Super Thermal Power Station, Stage-II is mentioned hereunder:

Area/Man-months	No of Person	FY(24-25) from Nov'24	First Half of FY(25-26)	Second Half of FY(25-26)	First Half of FY(26-27)	Second Half of FY(26-27)	First Half of FY(27-28)	Second Half of FY(27-28)	Man Month
Project Director	1	5	6	6	6	6	6	3	38
Commercial Manager	1	5	6	6	6	6	6	3	38
Project Manager	1	5	6	6	6	6	6	3	38
Project Manager	1	5	6	6	6	6	6	3	38
Technical lead									

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – III: Team Deployment Schedule

Civil	1	5	6	6	6	6	6		35
Mechanical	1	5	6	6	6	6	6	3	38
Elec & C&I	1	5	6	6	6	6	6	3	38
Commissioning	1	5	6	6	6	6	6	3	38
Total Man-month									301

3.5 Team deputed by Consultant shall be professionally qualified and have the experience as envisaged below. Consultant to submit CVs before deployment for approval by BHEL.

Project Director	Min. 15 years of experience in infrastructure/power plant and completed at-least 1 power plant project as Project Director.
Commercial Manager	Min. 5 years of experience in Contract management and have consultancy experience.
Project Manager (2 nos. approx.)	Min. 5 years of experience in Project Management in Power/Infrastructure project and have consultancy experience.
Technical Lead (4 nos. approx.)	Min. 5 years of experience in Construction/Execution of projects in respective area.

For successful execution of work and deliverables as mentioned in KPIs, Consultant may have to deploy additional manpower beyond team deployment schedule agreed with BHEL, at their (consultant) own cost.

3.6 Bidder shall provide a list of Senior team members for all the projects who will be driving this project till completion of the contract. The Senior team shall include minimum, i) One Lead Partner/ Partner/ Director/ equivalent, who will be designated as Project Director; ii) One Commercial Manager; iii) Two Project Management Consultants.

CVs of Senior Team Members proposed to be deployed for the project, duly certified by CEO/Country Head/Board of Directors/ Company Secretary/Authorized signatory duly authorized by CEO/Partner to be submitted along with tender document. Acceptance of CVs is subject to approval by BHEL.

Bidders need to submit **Annexure B (CV of Team Members)** along with requisite documentary proofs to establish qualification.

Note:

- Members of team (other than Project Director), deployed by the Consultant, should not be above 60 yrs. of age on the date of joining.
- Project Director deployed by the Consultant, should not be above 65 yrs. of age on the date of joining.
- The aforementioned Team Deployment Schedule is tentative and based on BHEL experience. Consultant shall depute manpower for successful execution of work and deliverables, however BHEL shall make payment for actual deployment of manpower, maximum upto man-months mentioned in the Team Deployment Schedule. No Extra payment shall be made for any additional manpower deployed beyond **agreed Team Deployment Schedule**.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – IV: Contract Schedule

4.1 Contract Schedule:

Details	2X800MW Lara Super Thermal Power Station, Stage-II	2X800MW SINGRAULI STPP (STAGE-III)	2X800MW DVC Koderma (Phase-II)
Contract Schedule	38 Months	47 Months	47 months

Contract shall commence from the date of kick off meeting, held at each site within 15 days from date of Issuance of LOA (Letter of Award) or otherwise explicitly mentioned in Kick of meeting.

4.2 Extension of Contract: The services may get extended beyond contractual period on mutual agreement basis with same terms and condition incl. Payment Terms. Deployment of manpower beyond contractual schedule shall be reimbursed to the consultant on awarded Manpower rate + PVC as applicable.

4.3 The total scope of work, the subject Project Management Consultancy work is divided in to Three (03) nos. of Packages as mentioned below:

- Package-A:** Project Management Consultancy at 2X800 MW NTPC Lara Project.
- Package-B:** Project Management Consultancy at 2X800 MW NTPC Singrauli Project.
- Package-C:** Project Management Consultancy at 2X800 MW DVC Koderma Project.

All the three Packages shall be awarded to a single agency however, Package A, B & C shall be treated as separate contracts. For each item, item rate shall be derived from the price bid. Payment shall be made on item rate basis. In case of any dispute in scope of work between the packages, BHEL decision shall be final and binding to the agency.

4.4 For the purpose of award, Packages amount shall be calculated as mentioned hereunder:

S.No.	Area	Package A	Package B	Package C
1	Activity linked Payment	1	1	1
2	Deployed Manpower Payment	Man-Month	Man-Month	Man-Month
	Project Director	38	47	47
	Commercial Manager	38	47	47
	Project Manager	38	47	47
	Project Manager	38	45	45
	Technical Lead			
	Civil	35	41	41
	Mechanical	38	42	42
	Elec & C&I	38	36	36
	Commissioning	38	36	36
	Total Man-month	301	341	341

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – IV: Contract Schedule

S.No.	Area	Package A	Package B	Package C
3	Digital Dashboard			
3.1	Implementation of digital dashboard	1	1	1
3.2	Monthly maintenance of digital dashboard	38	47	47

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – V: Terms of Payment

5.1 Payment shall be released on pro rata basis:

1. Activity linked Payment: 2.5% of Contract value shall be paid on 'Commencement of mobilisation of team at site' and finalising 'TEAM DEPLOYMENT SCHEDULE' & 'LIST OF KEY DELIVERABLES'.
2. Deployed Manpower Payment: 95 % of Lumpsum amount shall be paid on actual deployment of consultant team based on TEAM DEPLOYMENT SCHEDULE on man month rate basis, **subject to completion of all agreed KEY DELIVERABLES, without any discrepancy, on monthly basis.**
3. Implementation and monthly maintenance of Digital Dashboard: 2.5 % of contract value. A Lumpsum amount shall be paid on implementation of digital dashboard at each site. Afterwards a monthly payment shall be made to consultant agency for monthly maintenance of Digital dashboard at each site.

5.2 Retention amount:

5.2.1 Retention Amount shall be 5% of contract value and shall be furnished before the first RA Bill becomes due for payment. In case of increase in contract value, additional 5% of differential amount shall be submitted by Consultant before payment of next RA Bill due.

The Retention amount of 5% of the contract value may be accepted in the following forms: -

- 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. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Consultant furnishing the security and duly endorsed/ hypothecated / pledged, as applicable, in favour of BHEL).
- iv. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act and in line with clause 1.12 of GCC. The Bank Guarantee format for Retention Amount shall be in the prescribed formats. The validity of BG shall be initially for the contract period & shall be extended up to acceptance of final bill if the final bill is not settled during the contract period.
- v. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Consultant, a/c BHEL).
- vi. Insurance Surety Bonds.

Alternatively, on successful bidder's request, the Retention Amount can also be recovered at the rate of 10% of the gross amount, progressively, from each of the running bills of the Consultant till the total amount of the required retention amount is collected.

In case, Consultant opts cash deduction from RA bills in the beginning & subsequently submit 5% of the Contract Value as Retention amount in any form as mentioned above, then refund of deducted retention amount may be permitted to Consultant.

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.

5.2.2 Refund of Retention Amount shall be as follows:

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – V: Terms of Payment

- a) 50% of retention amount shall be released on completion of Contractual obligation & submission of Project closure report, Learning report & Claim report with customer (if any).
- b) Balance 50% of Retention amount shall be released along with last/final bill on Certification from Package Manager regarding successful guidance/handholding during execution of project.

Note: Retention amount shall be released after deduction all expenses/ other amounts due to BHEL under the contract/ other contracts entered into with them (Consultant) by BHEL.

5.3 BHEL's authorized officer will duly authenticate & certify each document before processing the claim. BHEL, through electronic fund transfers, shall make payment within 45 days after submission of bills certified for payment along with statutory compliances.

5.4 Price bid for total scope of work:

S.No.	Area	Unit	Amount Weightage
1	Activity linked Payment	3	0.025000000000
2	Deployed Manpower Payment		
	Area	Man-Month for all the projects	Amount Weightage
	Project Director	132	0.163993024156
	Commercial Manager	132	0.136660852865
	Project Manager	132	0.136660852865
	Project Manager	128	0.132519614900
	Technical Lead		
	Civil	117	0.096904970937
	Mechanical	122	0.101046209011
	Elec & C&I	110	0.091107237633
	Commissioning	110	0.091107237633
	Total Man-month	983	
3	Digital Dashboard	Unit	Amount Weightage
3.1	Implementation of digital dashboard	3	0.012500000000
3.2	Monthly maintenance of digital dashboard	132	0.012500000000

Note:

1. Calculation shall be done up to two decimal points and without rounding-off.
2. The rates will be valid till the entire scope of the work is executed in all respects. No escalation in the rates, other than Price variation Compensation (PVC), shall be accepted during the entire period of the contract and extension if any.

5.5 Performance Security Clause:

- a) Performance Security shall be 5% of Contract value, which shall be submitted before commencement of work (in each project).

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Chapter – V: Terms of Payment

- b) In case of increase in contract value, additional 5% of differential/increased amount shall be submitted by Consultant before payment of next RA Bill due.
- c) Performance Security may be accepted in the following forms: -
 - 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. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Consultant furnishing the security and duly endorsed/ hypothecated / pledged, as applicable, in favour of BHEL).
 - iv. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Performance Security Amount shall be in the prescribed formats. The validity of BG shall be initially for the contract period. The BG shall be extended up to completion of Work (in case of extension if any).
 - v. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Consultant, a/c BHEL).
 - vi. Insurance Surety Bonds.
- d) 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.
- e) Refund of Performance Security amount shall be released after completion of Contract period & Extension (if any) and after deduction of all expenses/ other amounts due to BHEL under the contract/ other contracts entered into with them (Consultant) by BHEL.

5.6 Liquidated Damages/Penalty:

If the Consultant fails to provide the agreed KPIs/Deliverable within the agreed time frame on monthly basis, BHEL shall have the right to impose Liquidated Damage/Penalty at the rate of 0.5% of the Monthly RA Bill (of the month, in which delay occurred), per day of delay of each KPI from the schedule date, to a maximum of 5% of the contract value. For this purpose, the period for which LD is applicable shall be worked out based on portion of delay solely attributable to Consultant.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VI: Exclusions

6.1 The following matters shall be outside the scope of the Services:

- i) Supervision of activities such as Construction, testing & maintenance etc.
- ii) Review of Quality of workmanship of BHEL's Sub contractor/vendor/suppliers.
- iii) Procurement or Sub-contracting on behalf of BHEL.
- iv) Implementation of recommendations.
- v) Security/custody of BHEL assets & inventory.
- vi) Legal services relating to contracting.
- vii) Executing Business Payment Transactions and taxation issues.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VII: Taxes and Duties

7.0	TAXES & DUTIES
7.1	<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>
7.2	GST (Goods and Services Tax)
7.2.1	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.
7.2.2	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.
7.2.3	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.
7.2.4	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.
7.2.5	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.
7.2.6	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.
7.2.7	Vendor has to ensure that invoice in respect of such services which have been provided/completed on or before end of the month should not bear the date later than last working day of the month in which services are performed.
7.2.8	<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> <ol style="list-style-type: none"> Supply of goods and/or services have been received by BHEL. Original Tax Invoice has been submitted to BHEL.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VII: Taxes and Duties

	<p>c. Contractor/ Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>g. Contractor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.</p>
7.2.9	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.
7.2.10	TDS as applicable under GST law shall be deducted from contractor's bill.
7.2.11	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.
7.2.12	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.
7.2.13	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.
7.2.14	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.
7.2.15	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.
7.2.16	<u>Variation in Taxes & Duties:</u>

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VII: Taxes and Duties

	<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 contractor 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>
7.3	<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 – VIII: Price Escalation Clause

8.0 PRICE VARIATION COMPENSATION: PVC shall be applicable only for Extended contract period if any.

8.1 In order to take care of variation in cost of execution of work on either side, due to variation in the index of LABOUR Price Variation Formula as described herein shall be applicable

8.2 85% component of Contract 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:

SL NO.	CATEGORY	INDEX/ AVERAGE MINIMUM WAGE	PERCENTAGE COMPONENT ('K')
i)	LABOUR (ALL CATEGORIES)	(a) 'MONTHLY ALL-INDIA AVERAGE CONSUMER PRICE INDEX NUMBERS FOR INDUSTRIAL WORKERS' published by Labour Bureau, Ministry of Labour and Employment, Government of India. (50% weightage out of component 'K') (Website: labourbureau.nic.in)	85
		(b) Arithmetical average of minimum wages of Highly skilled workers as applicable at project site location (50% weightage out of component 'K')	

8.3 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.

$$P = K \times R \times \frac{(X_N - X_0)}{X_0}$$

Where,

- P = Amount to be paid/recovered due to variation in the Index for Labour.
- K = Percentage COMPONENT ('K') applicable for Labour.
- R = Value of the billing month (Excluding Taxes and Duties if payable extra)
- X_N = Revised Index for Labour, Revised Average Minimum Wages for Labour for the billing month under consideration
- X₀ = Index for Labour, Average Minimum Wages for Labour as on the Base date

8.4 PVC shall not be payable for Supplementary/Additional Items, Extra works. However, PVC will be payable for items executed under quantity variation of BOQ items under originally awarded contract.

8.5 Base date shall be the calendar month of the 'last date of bid submission'.

8.6 The Consultant shall furnish necessary monthly bulletins in support of the requisite indices from the relevant websites along with his Bills.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VIII: Price Escalation Clause

- 8.7 The Consultant will be required to raise the bills for price variation payments on a monthly basis along with the running bills 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.
- 8.8 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, Supplementary/Additional Items and Extra works except items due to quantity variation.