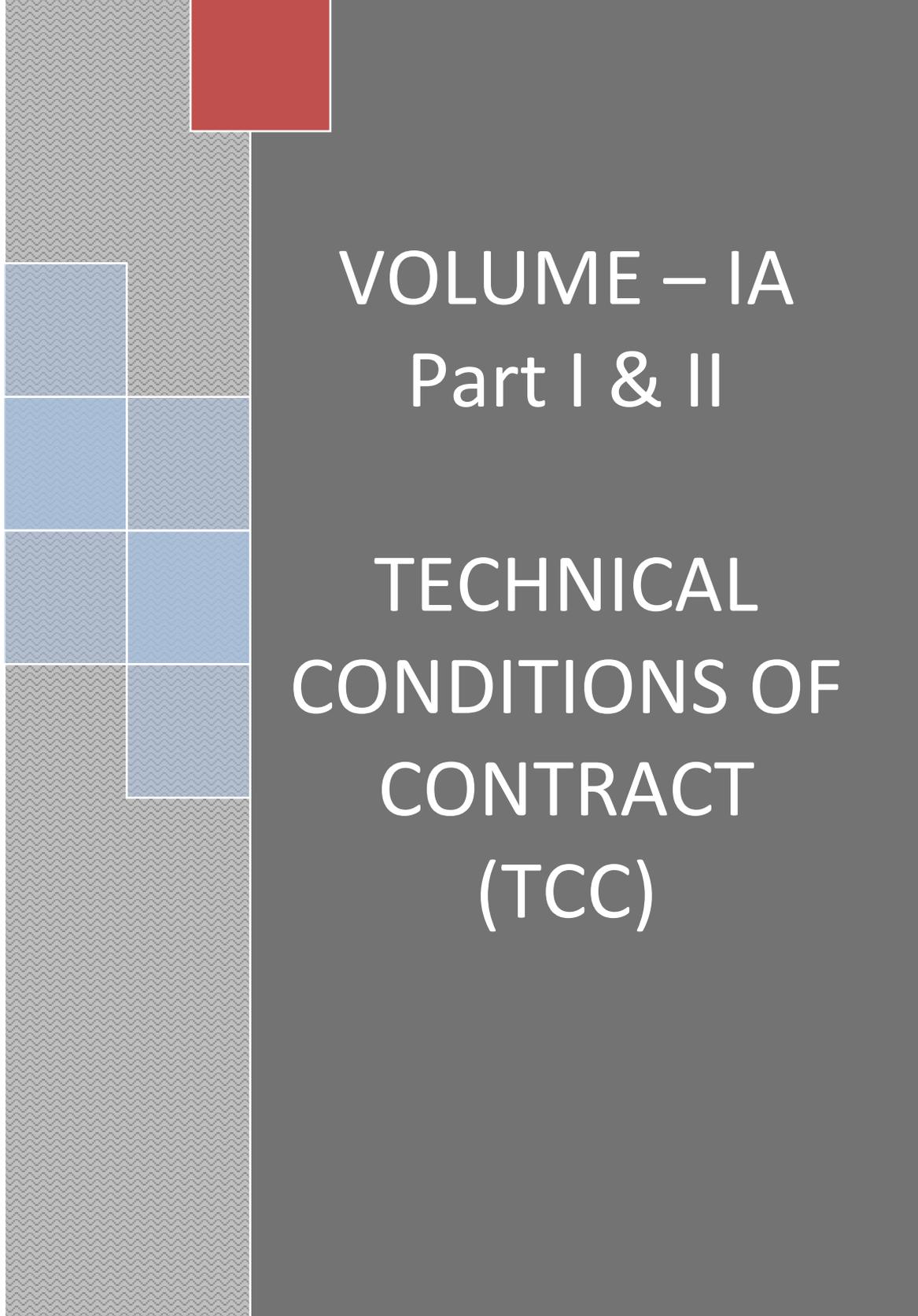


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## VOLUME - IA PART – I CHAPTER – I

### PROJECT INFORMATION

#### INTRODUCTION

ENNORE SEZ STPP 2 X 660 MW is being set up by TAMILNADU GENERATION AND DISTRIBUTION CORPORATION (TANGEDCO) at Minjur, Ponneri Taluk, Tamil nadu.

#### APPROACH TO SITE

The proposed site for main power plant is located near Ennore port (approx 5 km) and also 35 km from Chennai City. The nearest Railway station is at Athipattu Pudunagar (approx 5 km)

#### PROJECT INFORMATION

**Project Title:** 2 X 660 MW ENNORE SEZ Coal Based Super Critical Thermal Power Project  
Stage IV

**Plant capacity:** 2 X 660 MW

**Type of project:** Greenfield

**Owner:** Tamil Nadu Generation and Distribution Corporation Limited (TANGEDCO)

**Plant site location:** In the premises of North Chennai Thermal Power Station (NCTPS)

**Location co-ordinates :** 80° 19' E to 80° 20' E Longitude 13° 13' N to 13° 18' N Latitude

**Nearest Village:** Ennore & Puzhuhdivakkam Village

**Nearest Town & City:** Chennai (35 Km)

**State Capital:** Chennai (35 Km)

**Nearest Railway Station:** Athipattu Pudunagar (~ 5 Km) on Chennai–Vijayawada Line

**Nearest Airport:** Chennai (~ 60 Km)

**Nearest Seaport :** Ennore (~ 3 Km)

**Nearest Road access:** All weather road from Pattamandri on the Thiruvottiyur –

Before submitting the bid, the Bidder shall familiarise himself with the conditions at the site by visiting the site if deemed necessary. The information given herein is for general guidance only and shall not be contractually binding on BHEL/Owner. All relevant site data and information, as may be necessary, shall have to be obtained or collected by the bidder.

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**TERMS AND CONDITIONS OF CONTRACT**

**1. SCOPE OF WORK**

- 1.1. The scope of work shall comprise but not limited to the following: (All the works mentioned hereunder shall be carried out within the accepted rate unless otherwise specified.)
- 1.2. The work to be carried out at quoted / accepted rates by the Contractor under the scope of these specifications covers the complete work of cleaning of ash slurry/debris/dewatering of pipes, transportation of slurry to designated area within plant premises, cutting of pipes (if required) for slurry removal and safety purposes, ensuring proper safety of labours, ensuring adequate illumination, proper ventilation and oxygen availability inside the pipeline, welding of cut areas by bidder, perform DPT and UT and thereafter corrocoat. The bidder shall visit the site and study the total area before quoting.
- 1.3. The length of Pipeline where ash slurry / slush deposited is envisaged is as below:

Sl.No	Description	Unit	Total Length
1	Unit 1 - Power house to CWPH header	Rm	1206
2	Unit 2 - Power house to CWPH header	Rm	938
	TOTAL	Rm	2144

- 1.4. The ash slurry and water deposited in pipeline is envisaged up to 40 % of the pipe volume. (Maximum Pipe Line Diameter 3840 mm).
- 1.5. The above volume & qty given are indicative and may have variation as per actual conditions.

**Methodology:**

- 1.6. Cleaning slush in a confined pipeline is a specialized process that requires strict adherence to safety protocols. Bidder may adopt mechanical / manual / or any other suitable methods approved by BHEL to remove accumulated Ash / Slush / Debris.
- 1.7. Bidder / Vendor should ensure communication channels inside pipe line, proper ventilation and oxygen availability, adequate lighting, hazardous gases identification & removal methods.
- 1.8. Bidder may require to cut pipes in UFM pit Unit 1, UFM pit Unit 2 and Four lines areas. Hydra (Pick and Carry Crane) for removal of pipes is in scope of bidder. However, for removal of pipes

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where higher capacity crane is required, the same shall be provided by BHEL. Though, diesel cost shall be borne by the bidder.

- 1.9. The removed ash slurry needs to be transported to one or more identified areas within the plant premises.
- 1.10. After completion of cleaning, bidder shall erect and weld the pipes at their original location and perform 100% DPT and 100% UT. Thereafter, Corrocoat coating (1000 microns thickness) of length 100 MM on each side from the welding joint is to done by bidder.
- 1.11. Water arrangement for flushing of pipes (if required) is in scope of bidder.
- 1.12. Damaged Corrocoat coating, excluding the joint area, to be rectified by contractor.
- 1.13. **Key Safety Precautions:** A confined space, such as a pipeline, will have potential hazards including hazardous gases, oxygen depletion, fire/explosion risks, and physical entrapment. Bidder to ensure the following:  
**Inspection:** Conduct an initial inspection with safety protocols to assess the slush / debris type, extent of deposits and potential hazards.  
**Ventilation:** ensure adequate ventilation to achieve safe oxygen levels and illumination by suitable methods.  
**Oxygen levels Testing:** Continuously monitor the oxygen levels and gases and oxygen content before and during the work at suitable intervals.  
**Personal Protective Equipment (PPE):** All personnel must wear appropriate safety PPEs, safe suits, gloves, safety belts, and escape breathing apparatus when required.  
**Ground Supervision:** A supervisor and ground personnel must monitor workers inside the pipe, maintain communication, and be prepared for emergencies.
- 1.14. The works to be performed under this contract, consist of providing all labor, supervision, material, scaffolding, construction equipment's, tools and plants, temporary works, supplies including POL (Petroleum, oil & lubricants), transportation and all incidental items not shown or specified but reasonably implied or necessary for the proper completion of work in all respects.
- 1.15. The area of work shall be cleared of all vegetation, rubbish and other objectionable matter and materials removed shall be burnt or otherwise disposed of as directed by the Engineer-in-Charge. No separate payment for these operations shall be made. The cost of all these operations shall be deemed to have been included in the unit rates rendered for the different items under bill of quantities.
- 1.16. All the works areas shall be adequately flood lighted to the satisfaction of the Engineer-in-Charge when the work is in progress during the night shifts.
- 1.17. The unit rates shall include all material equipment, fixtures, labor construction plant, temporary works and everything whether of permanent or temporary nature necessary for the completion of job in all respects.
- 1.18. The unit rates for various items of B.O.Q shall include all the stipulations mentioned in technical specifications and nothing extra over B.O.Q rates shall be payable.

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- 1.19. The bidder should fully apprise himself of the prevailing conditions at the proposed site, climatic conditions including monsoon pattern, local conditions, soil strata and site-specific parameters and shall include for all such conditions and contingent measures in the bid, including those which may have not been specifically brought out in the specifications.
- 1.20. Bidder shall visit site for better clarification against present status of fronts availability in the area of works as mentioned under the scope and assessment of scope of work. The work covered under scope shall be taken up on the release of fronts from civil team as applicable in site as per the instructions of BHEL Engineer in charge.
- 1.21. The pipe lengths for cleaning given in the Price Bid are approximate and these are subject to change as per site conditions. **+/- 30 % quantity variation is applicable.**
- 1.22. **Payments will be made for the pipe lengths actually cleaned at the quoted rates.**

## **2. FACILITIES & CONSUMABLES IN THE SCOPE OF CONTRACTOR / BHEL**

### **2.1. ELECTRICITY:**

Construction Power will be provided at 415 V at one (1 No.) point at the nearest sub-station, as defined below, on chargeable basis.

It is advisable to have DG set for working in pipeline towards CWPH area.

### **2.2. CONSUMABLES**

All the required electrodes/filler rods shall be arranged by contractor at his cost. It shall be the responsibility of the contractor to obtain prior approval of BHEL, before procurement regarding, suppliers, type of electrodes etc. On receipt of the electrodes at site, it shall be subject to inspection and approval by BHEL. The contractor shall inform BHEL details regarding type of electrodes, batch number and date of expiry etc.

The contractor shall provide within finally accepted price / rates, all consumables like **welding electrodes**, dye penetrants, radiography films. Other erection consumables such as tapes, jointing compound, grease, mobile oil, M-seal, Araldite, petrol, CTC / other cleaning agents, **grinding and cutting wheels** are to be provided by the contractor. Wooden planks, trolleys, buckets, plastic sheets, scaffolding material and preassembly materials, hardware items etc required for completion of work are to be arranged by him.

- 2.3. **POSSESSION OF GENERATOR/TRACTOR PUMPS:** For pipeline towards CWPH it is advisable for the contractor to have one generator set for electric pumps or use Tractor Pumps for dewatering purposes. The consumables required to operate the generators are to be provided by tenderers. This may also be noted while quoting.

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### 3. **T&Ps TO BE DEPLOYED BY CONTRACTOR**

The following indicative Tools & Plants (T&P) shall be arranged by the contractor within the quoted rate for execution of the scope of works covered under this contract.

Sr. No.	Description	By Contractor
1	New Generation Pick and Carry crane – Minimum capacity 12T	As required - may be hired at site on requirement basis.
2	Excavators	Minimum 1 Nos.
3	Tipper/Dumper	Minimum 1 No.
4	Mother Oven and Portable Ovens	As required - may be hired at site on requirement basis.

**Note:** If front access of pick and carry cranes are not available for erection/pipe removal, higher capacity crane shall be provided by BHEL at no extra cost to contractor. However, diesel and maintenance charges (if any) during that period need to be borne by contractor.

The above list is indicative and not exhaustive. If additional T&Ps are required to complete the work within the stipulated time, the same shall be in scope of bidder without any extra cost.

**All pulley/lifting arrangement (if required), dewatering pumps, excavators, Tippers/Dumpers, ventilation system and oxygen system arrangement and any other mechanical equipment required to clean the pipes with safety is in the scope of bidder.**

### 4. **CONTRACT PERIOD**

The contract period for completion of entire work under this scope shall be 06 (Six) months from the "COMMENCEMENT OF CONTRACT PERIOD". The major activity times are listed below:

Activity	Time Period
Unit 1 Pipes Cleaning	2 months
Unit 2 Pipes Cleaning	2 months
Pipe Welding at openings, completion of DPT, UT and Application of Glass Flake Coating in the pipe opening and also in all other damaged areas inside pipes, removal of ash/debris to designated area.	2 months



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**5. LD**

In case delay in achieving of completion schedule is solely attributable to the contractor

.0.5% per week of executable contract value\* limited to Maximum 10% of executable contract value will be withheld.

Final deduction towards LD (if applicable), on account of delay attributable to contractor shall be based on final delay analysis on completion / closure of contract. Withheld amount, if any due to slippage of intermediate milestones shall be adjusted against LD or released as the case may be.

Note: \*Executable contract value-value of work for which inputs/fronTS were made available to contractor and were scheduled for execution till the date of achievement of that milestone.

In case of termination of contract due to any reason attributable to contractor before completion of work, the amount already withheld shall not be released and be converted in to recovery.

**6. CONTRACT PRICE:**

The quoted /accepted rates shall remain firm to the entire contractual period and no claim for revision of rates is allowed under any circumstances.

**7. GUARANTEE PERIOD**

NA

**8. TERMS OF PAYMENT**

**ERECTION & COMMISSIONING PAYMENT FOR TURNKEY PACKAGES**

- a. Payments will be made for the tonnage actually erected along with completion of welding and quality checks at the quoted rates.
- b. 90% payment on pro-rata basis for the work completed, as per approved billing schedule, shall be released by Site authorities/ Region on submission of protocols, duly signed by BHEL Site/ Owner.
- c. 10% of the total value shall be released by Site authorities/ Region on successful completion of work and handing over system to BHEL.

**Vendors shall submit documents for payment directly to BHEL.**

Payment shall be made to the seller within 90 days of submission of bills along with all protocols.

Payment time line shall be

Type of Bidder	Payment Terms (Number of days)
Micro & Small Enterprises (MSE)	45 Days

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Medium Enterprises	60 Days
Non MSME Non MSME	90 Days

To be eligible for payment as Micro and Small category, vendors shall submit annual certification for validation from designated authority under MSMED Act or Chartered Accountant within first quarter of every financial year.

**MODE OF PAYMENT:** Payments shall be made directly to the Seller/ Contractor by E-transfer.

No interest shall be payable by the Purchaser on the security amount, bank guarantee amount or balance payment or any money which may become due owing to difference or misunderstanding or any dispute between the Purchaser and the Contractor, or any delay on the part of Purchaser in making periodical or final payment or any other aspects incidental thereto.

## **RECOVERY OF OUTSTANDING AMOUNT**

In event of any amount of money being outstanding at any point of time against the Seller/Contractor due to excess payment or any other reason whatsoever, in the present order/contract or any other order/ contract from any BHEL Unit, the outstanding amount shall be recovered from the payments due to the Seller/ Contractor or at any other appropriate time and manner/ mode as deemed fit by the Purchaser at its sole discretion.

## **9. Statutory Requirement**

It will be the responsibility of the contractor to ensure that all statutory requirements like minimum wage (including latest revision, if any), PF, ESI/WC Insurance, Leave Pay, Bonus etc as applicable at Ennore SEZ site are taken care of and no additional /extra cost will be payable during the contract period on any account. The Contractor shall fully indemnify BHEL against all claims on this account. Contractor also to register with the authorities wherever required as per statutory requirements.

Insurance as applicable for field work such as third party liability, workmen compensation, Seller/ Contractor's own Tools & Plants and automobile shall be arranged by the Seller/ Contractor.

## **10. VARIATION OF CONTRACT VALUE:**

Prices shall remain Firm for any increase or decrease in the Order/ Contract value (Ex-works) upto plus or minus 30% (for any amendment) within 2 years from the date of original PO unless specified otherwise in NIT. The Purchaser shall have the right to increase or decrease quantities and scope upto the above extent of value and Seller/ Contractor shall be bound to accept the same at the contracted prices without any escalation.

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## **11. CONTRACT PERFORMANCE BANK GUARANTEE**

Vendor shall submit Contract Performance Bank Guarantee (as per Annexure-I) for 10% of Order/ Contract value (excluding taxes, duties & freight) before first submission of documents for payment to cover the due performance of Order/ Contract and to fulfill the guarantee conditions stipulated in the Order/ Contract.

Value of the Bank Guarantee (at the time of submission) shall remain unchanged for any subsequent variations in order/ contract value up to +/- 30%. Beyond this, the Seller/Contractor shall arrange to enhance or reduce the value of the Bank Guarantee accordingly.

Validity of the Bank Guarantee shall be for the entire Guarantee period, later extended (if required) to cover the entire guarantee period, two months before its expiry.

Purchaser reserves the right to encash the bank guarantee and forfeit the amount in the event of any default, failure or neglect on part of the Seller/ Contractor in fulfilment of performance of the Order/ Contract.

Equivalent amount shall be recovered from payment due to the Seller/ Contractor, before releasing any payment, in absence of a valid bank guarantee.

Bank Guarantees shall be from nationalised Bank.

In case of private sector banks, a clause to be incorporated in the text of bank guarantee that it can be enforced by being presented at any branch of the bank located in the Chennai.

## **12. SHORTAGES / DAMAGES**

### **FOR E&C PACKAGES**

Any shortages or damages during unloading and handling at site, including at the time of erection and commissioning, shall be made good by the Seller/ Contractor at his risk and cost, to meet the project schedule. In case of faults/ discrepancies in any material, component, sub-assembly, assembly, etc., the same shall be supplied/ replenished free of cost to enable the equipment to be put to service.

## **13. CONFIDENTIALITY**

Seller/ Contractor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the Purchaser and also of systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/ or finalized during the course of execution of order/ contract.

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#### **14. DEFAULT/ BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE**

If Seller/ Contractor fails to deliver goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply goods or materials covered by the Order/ Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of Order/ Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/ Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/ Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm is dissolved under the Partnership Act or if the Seller/ Contractor being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the Purchaser may be put to incur or sustain by reason of Seller/ Contractor's default or breach of Order/ Contract, Purchaser shall be entitled to cancel the Order/ Contract either in whole or portion thereof without compensation to Seller/ Contractor and if the Purchaser so desires, may procure upon such terms and in such manner as deemed appropriate, stores not so delivered or others of similar description where stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/ Contractor and the Seller/ Contractor shall be liable to the Purchaser for any excess costs provided that the Seller/ Contractor shall continue the performance of the Order/ Contract to the extent not cancelled under the provisions of this clause. The Seller/ Contractor shall on no account be entitled to any gain on such repurchases. Vendor's maximum liability will be limited to the total contract value including taxes, duties and freight.

Recovery on account of purchases made by Purchaser at the risk and cost of Seller/ Contractor shall be worked out as follows:

- a. Excess of new purchase cost over old purchase cost, where the total value of new PO is more than total value of old PO.

And

- b. Additional 30% overheads as departmental charges on the ex-works value of new PO".

#### **15. TERMINATION OF CONTRACT**

Purchaser shall have the right to cancel Order/ Contract, wholly or in part, in case they are obliged to do so on account of any decline, diminution, curtailment or stoppage of their business and in that event, the Seller/ Contractor compensation claim shall be settled mutually.

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Purchaser shall have the right to cancel order/ contract at the risk and cost of Seller/ Contractor in case either the Seller/ Contractor himself or any of his representative or agent is found to have been a previous employee of the Purchaser immediately before retirement and has within a period of two years of such retirement accepted the employment of the Seller/ Contractor either as a Seller/ Contractor or as an employee without having obtained prior permission of Purchaser.

In case of cancellation of main supply order/ contract, all other associated orders/ contracts like mandatory spares/ recommended spares/ E&C/ supervision of E&C would also get cancelled.

## **16. TRANSFER, SUB-LETTING/ ASSIGNMENT/ SUB-CONTRACTING**

Seller/ Contractor shall not sublet, transfer or assign order/ contract or any part thereof or interest therein or benefit or advantage thereof save with the prior consent in writing of Purchaser. In the event of Seller/ Contractor sub-letting, transferring or assigning order/ contract or any part thereof or interest therein or benefit or advantage thereof without such permission, the Purchaser shall be entitled to cancel the Order/ Contract and to purchase the stores from elsewhere at risk and costs of Seller/ Contractor and the Seller/ Contractor shall be liable for any loss or damage which Purchaser may sustain in consequence of or arising out of such risk purchase.

If Seller/ Contractor is an individual or proprietary concern and the individual or the proprietor dies or the partnership is dissolved or substantially affected, then unless the Purchaser is satisfied that legal representative of individual seller/ contractor or proprietor of proprietary concern and surviving partners of partnership firm are capable of carrying out and completing the order/ contract, the Purchaser shall be entitled to cancel the order/ contract as to its incomplete portion and without being in any way liable to payment of any compensation to estate of seller/ contractor and/ or to surviving partners of seller's/ contractor's firm on account of cancellation of the order/ contract.

Decision of Purchaser that legal representatives of deceased seller/ contractor or surviving partners of the seller's/ contractor's firm cannot carry out and complete the order/ contract shall be final and binding on the parties hereto.

Terms and Conditions shall not get affected in case of merger/ amalgamation/ takeover/ re-arrangement etc.

## **17. FORCE MAJEURE**

Notwithstanding anything contained in Clause 7, if at any time during the continuance of the Order/ Contract, the performance in whole or in part by either party of any obligations under the Order/ Contract shall be prevented or delayed by reason of any war hostilities, acts of the public enemy, restrictions by Govt. of India, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, strike, lock-outs, or acts of God (hereinafter referred to as 'event'), then, provided notice of the happening of such event is given by either party to the other within fifteen (15) days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate the Order/ Contract nor shall have any claim for damages against each other in respect of such non-performance and delay in performance. Performance under the Order/ Contract shall be resumed immediately after such event has come to an end or ceased to exist and decision of Purchaser as to whether the deliveries have to be resumed or not shall be final, conclusive and binding on the parties hereto.

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In the event of the parties hereto not able to agree that a force majeure event has occurred, the parties shall submit the disputes for resolution pursuant to the provisions hereunder, provided that the burden of proof as to whether a force majeure event has occurred shall be upon the party claiming such an event.

Notwithstanding the above provisions, Purchaser shall reserve the right to cancel the Order/ Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements for completion of delivery and other schedules.

**18. SETTLEMENT OF DISPUTES**

Except as otherwise specifically provided in the Order/ Contract, all disputes concerning questions of the facts arising under the Order/ Contract, shall be decided by Purchaser, subject to written appeal by the Seller/ Contractor to the Purchaser, whose decision shall be final.

Any dispute or difference shall be, to the extent possible, settled amicably between the parties hereto, failing which the disputed issues shall be settled through arbitration.

Seller/ Contractor shall continue to perform the order/ contract, pending settlement of dispute(s).

**19. ARBITRATION**

In the event of any dispute or difference arising out of execution of order/ contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by Seller/ Contractor in any manner touching upon order/ contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of Purchaser.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at New Delhi.

In case of Order/ Contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the extant guidelines of Govt. of India shall be followed.

The cost of arbitration shall be borne equally by the parties.

**20. LAWS GOVERNING THE CONTRACT**

Contract, including all matters connected with contract, shall be governed by the Indian Law, both substantive and procedural, for the time being in force including modification thereto, and shall be subject to the exclusive jurisdiction of the Indian courts at Chennai.

**21. JURISDICTION OF COURT**

Courts at Chennai shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

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## **22. DEALING WITH BANNED SUPPLIERS/ CONTRACTORS IN BHEL**

Offers of the bidders, who are on the banned list, as also the offers of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website [www.bhel.com](http://www.bhel.com).

## **23. TAXES & DUTIES**

- 23.1. All taxes and duty other than GST & Cess and BOCW Cess
- 23.2. The contractor shall pay all (except the specific exclusion viz GST & Cess and BOCW Cess, both of which are dealt separately) taxes, fees, license charges, deposits, duties, tools, royalty/ seigniorage, commissions, Stamp Duties, or other charges / levies, which may be levied on the input goods (including construction material viz. sand, coarse aggregates, moorum, borrowed earth, etc.) & services consumed and output goods & services delivered in course of his operations in executing the contract and the same shall not be reimbursed by BHEL. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.
- 23.3. Goods and service Tax (GST) - For GST Registered bidder:  
The successful bidder shall furnish proof of GST registration under GST Law, covering the supply and services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/work. The bidder to specify in their offer the category of registration under GST i.e. Regular dealer or composite dealer.
- 23.4. Bidder's price/rates shall be exclusive of GST & GST Compensation Cess (herein after termed as GST).
- 23.5. Vendor / Contractor require to ensure that all Input Tax benefits as per existing laws have been considered.
- 23.6. Price quoted by the composite dealer shall be considered as inclusive of GST. In the event of any change in the status of vendor / Contractor from composite to regular dealer after the submission of the bid but before completion of supply of services or goods, Contract value shall be amended to remove the embedded GST and any ITC benefit arising due to change of status, which shall be passed on to BHEL. GST paid on the amended contract value shall be reimbursed at actuals against the Tax invoice if BHEL is able to take input tax credit. However, no reimbursement of GST shall be made if BHEL is not able to take input tax credit. The decision of BHEL in this regard will be final and binding on the vendor/contractor.
- 23.7. It is the responsibility of the vendor / contractor to adhere to all the provisions of E- Invoicing under GST Act (if applicable). As per the E-Invoicing provisions vendor / Contractor has to generate IRN and QR Code from the E-Invoicing system and the same need to be printed in the invoice submitted to their customer. Invoices that do not comply to the above requirements, will not be accepted by BHEL. If the TECHNICAL CONDITIONS OF CONTRACT (TCC)

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successful Bidder is not falling under the preview of E-Invoicing, then he has to submit a declaration in that respect along with relevant financial statements. However, applicability of E-Invoicing, shall be verified from the E-Invoicing portal on submission of vendor / Contractor GSTN. BHEL shall reimburse GST only if all the provisions of E-invoicing are complied with.

23.8. It is the responsibility of the vendor/ Contractor to issue the Tax Invoice strictly as per the format prescribed under the GST Act within the prescribed time period in order to enable BHEL to avail input tax credit within the due date. Invoices shall be submitted on time to the concerned BHEL Engineer In Charge. Tax invoice should also contain below details

- a. Contractor Name and Contact details.
- b. GST No of Contractor
- c. PAN No of Contractor
- d. Document Type: Tax Invoice/ Debit Note/ Credit Note
- e. Category: B2B / B2C (B2B is only applicable w.r.t BHEL)
- f. Customer Name and Contact details / Bill To Details (as mentioned below)
- g. Unique Tax Invoice Number
- h. Invoice Date
- i. IRN No, QR Code, Acknowledgment No and Acknowledgment Date generated from EInvoice Portal as per E-invoicing provisions under GST Act (If applicable)
- j. Place of Supply (as mentioned below)
- k. Description of service provided
- l. 8 Digit SAC code
- m. GST Rate
- n. Gross value of Invoice
- o. Taxable Value
- p. Tax / GST Amount
- q. Total Invoice value including GST.

Above are inclusive and not exhaustive list of requirements.

23.9. Bidder should mention the "Bill To "and "Place of supply" as below in the Tax Invoice Bill To: Location of BHEL Site office , State: GSTN of BHEL: ----- Place of Supply: Location of BHEL Site office , TECHNICAL CONDITIONS OF CONTRACT (TCC) State: GSTN of BHEL: ----- (Above details will be given later, contractors may contact BHEL, PSSR before billing)

23.10. In case of supply of goods contract, the successful bidder must promptly provide details of the dispatched items on the same day they are removed for shipment to the BHEL site. This intimation must include all relevant information and documents about the goods and a scanned copy of the tax invoice. If any financial liabilities arise for BHEL due to non-compliance with GST laws resulting from the bidder's delay in providing this information, the bidder will be held liable, unless the delay is directly attributable to BHEL.

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- 23.11. BHEL will reimburse the GST amount claimed by the Vendor/Contractor, along with the payment due to the contractor in the RAB, upon receipt of a valid tax invoice. However, if the Vendor/Contractor fails to comply with the GST compliance requirements specified below for any prior invoice, BHEL reserves the right to recover an amount equivalent to the reimbursed GST from subsequent invoices as a corrective measure for statutory non-compliance. Furthermore, the GST amount claimed in any subsequent invoices will be withheld until the statutory compliance for the preceding invoice is ensured. However, In the case of the Vendor/Contractor's final bill, or in case where single invoice is submitted for the entire contract, BHEL will withhold an amount equivalent to the GST claimed from the invoice value towards pending statutory compliance. This withheld amount will only be released once Vendor/Contractor satisfies the below specified GST compliance requirements. GST Compliance Requirements:
- Vendor / Contractor must provide the original copy of Tax invoice /debit note as per the prescribed format under the GST act within the prescribed time period in order to enable BHEL to avail input tax credit within the due date.
  - The details of the invoice or debit note referred to in clause (a) must be furnished/filed by the Vendor/ Contractor in the statement of outward supplies (presently in GSTR1 or IFF) and such details should get reflected in the BHEL GST login (both in GSTR 2A and GSTR 2B) in the manner specified under GST Act.
  - Details of vendor/contractor invoice reflected in BHEL GST login should match with the details in the tax invoice submitted by the vendor/contractor, including the invoice number, invoice date, GSTIN, and place of supply. Additionally, the status of GSTR-1 and GSTR-3B filings must be "Yes."
  - The tax charged in the invoice /debit note referred to in clause (a) must be paid to the Government by the Vendor/Contractor, either in cash or through the utilization of input tax credit.
- TECHNICAL CONDITIONS OF CONTRACT (TCC)
- 23.12. In case, any GST credit is delayed/denied to BHEL or BHEL has to incur any liability (like interest / penalty) due to non/delayed receipt of goods or submission of tax invoice after the expiry of timeline prescribed in the relevant GST Act for availing ITC, or any other reasons not attributable to BHEL, Then the same shall be recovered from the vendor/contractor along with interest levied/ leviable on BHEL.
- 23.13. GST shall be levied on recoveries, wherever applicable and same shall be recovered from payments. BHEL shall issue / raise Tax invoice on contractor/vendors for such recoveries.
- 23.14. E-way bills / Transit passes / Road Permits, if required for materials / T&P etc., bought into the project site is to be arranged by the Vendor / Contractor themselves. BHEL shall not issue or raise any Road Permit/ E- Way Bill for this purpose. Any claim or demand raised by the GST department for non- generation / non-submission of E-way bill shall be to the contractor/ vendor account

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- 23.15. BHEL shall not reimburse any expenditure incurred by the contractor towards demand, additional liability or interest / penalty etc., raised by the GST department due to issues such as wrong rates / wrong classification of services or goods.
- 23.16. Where GST is payable by BHEL under reverse charge basis, any demand raised or any interest or penalty levied / leviable by the GST department due to non-submission or delayed submission of invoice by the contractor or for any other reason not attributable to BHEL, the same shall be recovered from the vendor/contractor.
- 23.17. Tax Deduction at Source (TDS) as per Sec 51 of the CGST Act shall be deducted (if applicable). GST TDS certificate in Form GSTR -7A shall be issued to be contractor. However, GST TDS certificate can be generated only if the contractor accepts the TDS details uploaded by BHEL and files his return. If any specific exemption from GST TDS is applicable to any contractor/vendor, then a declaration to that effect along with relevant documents as may be required by BHEL, substantiating such exemption in line with GST law provisions or notification, shall be submitted by the vendor/contractor. For GST Unregistered bidder:
- 23.18. In case, bidder is not required to register under Goods and service Tax (GST) & Cess, the same is to be specified in the offer.
- 23.19. Successful bidder to furnish a Self-declaration that registration under GST is not required or not applicable as per the provisions of GST Law along with relevant document and provisions in the GST law.
- 23.20. In case BHEL has to incur any liability (like interest / penalty etc.) due to non- compliance of GST law in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor.
- 23.21. TDS under GST (as & when applicable) shall be deducted at prevailing rates on gross invoice value.
- 23.22. If RCM is made applicable at a later date, GST will be paid by BHEL to the department at applicable rate treating the quoted the price as inclusive of GST if BHEL is not able to take Input tax credit.
- 23.23. In the event of any change in the status of bidder from unregistered to registered under the GST law after the submission of bid but before the completion of supply of services or goods, the same need to be intimated and all the clauses applicable for Registered bidder need to be followed. The vendor/ contractor is required to pass on the ITC benefit arising due to change of status, to BHEL. Contract value shall be amended accordingly. GST paid on the amended contract value shall be reimbursed at actuals against the Tax invoice only if BHEL is able to take input tax credit.
- 23.24. Statutory Variations  
BHEL shall pay statutory variation only for GST, and no other variations shall be payable  
In general, Statutory variation for GST is payable to the Vendor/Contractor during the contract period including extension thereof. Beyond the contract period, BHEL will reimburse the actual

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applicable tax only if BHEL is able to take the input tax credit. However, the decision of BHEL in this regard will be final and binding on the vendor/contractor

23.25. New Taxes/Levies –

In case Government imposes any new levy / tax after submission of bid during the tenure of the contract, BHEL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / tax is applicable to this contract. However, Contractor/ Vendor shall obtain prior consent from BHEL before depositing new taxes and duties.

Any benefits arise out of new tax levies and/or abolition of existing taxes must be passed on to BHEL. The decision of BHEL in this regard will be final and binding on the vendor/contractor.

23.26. Direct Tax

Vendor/ Contractor is required to update himself on its own and comply with provisions of Indian Income Tax Act as notified from time to time. Purchaser shall not be liable towards liability of income tax accruing to the vendor/contractor of whatever nature including variations thereof, arising out of this Order/ Contract, as well as tax liability of the vendor/ Contractor and his personnel

Deductions of Tax at source as per Income Tax Act, at the prevailing rates shall be effected by the Purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the Purchaser as per the statutory TECHNICAL CONDITIONS OF CONTRACT (TCC) provisions. The Vendor/Contractor has to mention their Permanent Account Number (PAN) and GSTIN in all invoices.

23.27. BOCW Act & BOCW Welfare Cess Act 6.1 Contractor's price/rates shall be exclusive of BOCW Cess .

23.28. The Contractor should Register their Establishment under BOCW Act 1996 read with rules 1998 by submitting Form I (Application for Registration of Establishment) and Form IV (Notice Of Commencement / Completion of Building other Construction Work) to the respective Labour Authorities i.e., a. Assistant Labour Commissioner (Central) in respect of the project premises which is under the purview of Central Govt.–NTPC, NTPL etc. b. Appropriate State authorities in respect of the project premises which is under the purview of State Govt.

23.29. The Contractor should comply with the provisions of BOCW Welfare Cess Act 1996 in respect of the work awarded to them by BHEL.

23.30. The contractor should ensure compliance regarding Registration of Building Workers as Beneficiaries, Hours of work, welfare measures and other conditions of service with particular reference to Safety and Health measures like Safety Officers, safety committee, issue of Personal protective equipments, canteen, rest room, drinking water, Toilets, ambulance, first aid centre etc.

23.31. The contractor irrespective of their nature of work and manpower (Civil, Mechanical, Electrical works etc) should register their establishment under BOCW Act 1996 and comply with BOCW Welfare Cess Act 1996.

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- 23.32. Contractor shall make remittance of the BOCW Cess as per the Act in consultation with BHEL as per the rates in force (presently 1%). BOCW remittance should be made only after obtaining prior consent from BHEL. BHEL shall reimburse the same upon production of documentary evidence. However, BHEL shall not reimburse the fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.
- 23.33. Non-compliance to Provisions of the BOCW Act & BOCW Welfare Cess Act is not acceptable. In case of any non-compliance, BHEL reserves the right to withhold any sum as it deems fit. Only upon total compliance with the BOCW Act and the discharge of total payment of Cess (in consultation with BHEL) under the BOCW Cess Act by the Contractor, BHEL shall consider refund of the amounts.

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**VOLUME-IA PART-II CHAPTER-1**  
**CORRECTIONS / REVISIONS IN SPECIAL CONDITIONS OF**  
**CONTRACT, GENERAL CONDITIONS OF CONTRACT AND FORMS**  
**& PROCEDURES**

Sl. No.: 01

Following Clauses in General Conditions of Contract (GCC) are modified/ revised/ added:

S. No	GCC Clause Reference	Modification / Revision / Addition in GCC Clause
1.	GCC Clause 1.9.1, Sl. No (ii)	The following mode of deposit, Sl. No. (e) is added: e) Insurance Surety Bonds
2.	GCC Clause 1.10.3, Sl. No. (vi)	The following Clause, Sl. No. (vi) is deleted: Security deposit can also be recovered at the rate of 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected. However, in such cases at least 50% of the required Security Deposit, including the EMD, should be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills as described above
3.	GCC Clause 1.10.3, Sl. No (vii)	The following mode of deposit, Sl. No. (vii) is added: e) Insurance Surety Bonds
4.	Note mentioned under the GCC Clause 1.10.3	Note mentioned under GCC Clause 1.10.3 is revised as below: Note: (1) 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. (2) In case of delay in submission of security deposit, enhanced security deposit which would include interest (Repo rate +4%) for the delayed period, shall be submitted by the bidder.

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5.	GCC Clause 1.10.8	GCC Clause 1.10.8 is revised as below: Bidder agrees to submit security deposit required for execution of the contract within the time period mentioned. In case of delay in submission of security deposit, enhanced security deposit which would include interest (Repo rate+4%) for the delayed period, shall be submitted by the bidder. Further, if security deposit is not submitted till such time the first bill becomes due, the amount of security deposit due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest
6.	GCC Clause 2.22.1	GCC Clause 2.22.1 is revised as: Retention Amount shall be 5% of the Contract Value and shall be furnished through BG in line with clause 1.12 of GCC before payment of first RA Bill. The validity of the said BG shall be initially for the contract period & shall be extended, if so required, up to acceptance of final bill. In case of increase in

S. No	GCC Reference Clause	Modification / Revision / Addition in GCC Clause
		contract value, additional BG for 5% of differential amount shall be submitted by Contractor before payment of next RA Bill due. Retention Amount can also be recovered at the rate of 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required retention amount is collected. In case, contractor opts cash deduction from RA bills in the beginning & subsequently offers to submit BG later on, then refund of deducted retention amount may be permitted against submission of BG for 5% of the Contract Value.

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7.	New Clause for "Breach of Contract, Remedies and Termination" is added in place of existing clause of Risk & Cost (i.e. 2.7.2.1 to 2.7.3)	<p><b>1. Clause 2.7.2 and 2.7.3 are revised as:</b></p> <p><b>2.7.2 Breach of Contract, Remedies and Termination</b></p> <p>2.7.2.1 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 Contract' will be considered to have been established:</p> <ul style="list-style-type: none"> <li>i). Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work does not appear to be executable within balance available period considering its performance of execution.</li> <li>ii). Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.</li> <li>iii). Non-completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.</li> <li>iv). Repeated failure of contractor in deploying the required resources, to comply the statutory requirements etc. even after given by BHEL is writing.</li> <li>v). Strike or Lockout declared is not settled within a period of one month.</li> <li>vi) Termination of Contract on account of any other reason (s) attributable to Contractor. vii). Assignment, transfer, subletting of Contract without BHEL's written permission.</li> <li>viii). Non-compliance to any contractual condition or any other default attributable to Contractor.</li> </ul>
S. No	GCC Clause Reference	<b>Modification / Revision / Addition in GCC Clause</b>
		<p>2.7.2.2 <u>Remedies in case of Breach of Contract is established</u></p> <p>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:</p>

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		<p>a) In case the value of Security Deposit &amp; 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 contractor, BGs against the same contract etc.</p> <p>b) Demand notice for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above.</p> <p>c) If contractor fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery:</p> <p style="padding-left: 40px;">i) Dues payable to contractor against other contracts in the same Region shall be considered for recovery. ii) If recovery cannot be made out of dues payable to the contractor as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor.</p> <p style="padding-left: 40px;">iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.</p> <p>Note:</p> <p>1) In addition to above, levy of liquidated damages, debarment, termination, short-closure etc. shall be applied as per provisions of the contract.</p> <p>2) If tendering is done for the balance work, the defaulted contractor (including all the members/partners in case of JV/ partnership firm) shall not be eligible for either executing the balance work or to participate in the tender(s) for executing the balance work.</p> <p>2.7.3 In case Contractor fails to deploy the resources as per requirement informed by BHEL in writing to expedite the work, BHEL can deploy own/hired/otherwise arranged resources and recover the expenses incurred from the dues payable to contractor. Recoveries shall be actual expenses incurred plus 5% overheads or as defined in TCC.</p>
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S. No	GCC Reference	Clause	Modification / Revision / Addition in GCC Clause
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8.	GCC Clause 2.7.7	<p>GCC Clause 2.7.7 is revised as:</p> <ol style="list-style-type: none"><li>1. BHEL may permit or direct contractor to demobilize and remobilize at a future date as intimated by BHEL in case of following situations for reasons other than Force majeure conditions and not attributable to contractor:<ol style="list-style-type: none"><li>i) suspension of work(s) at a Project either by BHEL or Customer,</li><li>or</li><li>ii) where work comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than three months</li></ol></li><li>2. In such cases, charges towards demobilization and remobilization shall be as decided by BHEL after successful remobilization by contractor at site, and decision of BHEL shall be final and binding on the contractor. After remobilization, all conditions as per contract shall become applicable. In case Contractor does not remobilize with adequate resources or does not start the work within the period as intimated, then BHEL reserves the right to terminate the contract and effect remedies under Clause 2.7.2.2. Duration of the contract/time extension shall be revised suitably. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.</li></ol>
9.	GCC Clause 2.11.3	<p><b>GCC Clause 2.11.3 is revised as:</b></p> <p>However, if any 'Time extension' is granted to the contractor to facilitate continuation of work and completion of contract, due to backlog attributable to the contractor alone, then it shall be without prejudice to the rights of BHEL to impose penalty/LD for the delays attributable to the contractor, in addition to any other actions BHEL may wish to take under clause 2.7.2 of GCC i.e.</p> <p>"Breach of Contract, Remedies and Termination".</p>
10.	GCC Clause 2.19.1	<p><b>GCC Clause 2.19.1 is revised as:</b></p> <p>The contractor will be fully responsible for all disputes and other issues connected with his labour. In the event of the contractor's labour resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of one month, it may be considered as</p>

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S. No	GCC Reference Clause	Modification / Revision / Addition in GCC Clause
		'Breach of Contract' under Clause 2.7 and the remedies under Clause 2.7.2.2 may be executed, at the discretion of BHEL.
11.	GCC Clause 2.24.1	<b>GCC Clause 2.24.1 is revised as:</b> Even though the work will be carried out under the supervision of BHEL Engineers the Contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of Twelve months from the date of commencement of guarantee period as defined in Technical Conditions of Contract, for good workmanship and shall rectify free of cost all defects due to faulty erection detected during the guarantee period. In the event of the Contractor failing to repair the defective works within the time specified by the Engineer, BHEL may proceed to undertake the repairs of such defective works, by itself, without prejudice to any other rights and recover the cost incurred for the same along with 5% overheads from the Security Deposit.

**Sl. No.: 02**

In addition to The EARNEST MONEY DEPOSIT (EMD) clause 1.9 and The SECURITY DEPOSIT (SD) clause 1.10 published in General Conditions of Contract (Volume I Book II) following is added for FDR

1. FDR should be Lien marked in favour of M/s BHEL.
2. Bank issuing FDR should agree to the following conditions and submit duly signed letter addressed to BHEL, confirming the following points:
  - a) There is no Lock in Period for Encashment of the Said FDR
  - b) The amount under the Said FDR would be paid to BHEL-PSSR on Demand, at any point of Time before, or upon Maturity, without any reference to the ..... (Contractor Name).
  - c) Encashment whether premature or otherwise would not require any clearance from any other authority /Person.
  - d) FDR will be auto renewed for such period/s initially mentioned in the FDR and the intimation of Such renewal shall be sent to BHEL, PSSR and ..... (Contractor), immediately after the renewal.
  - e) FDR will not be closed, Encashed, Changed or Discharged without the Written permission/Confirmation from M/s BHEL PSSR.

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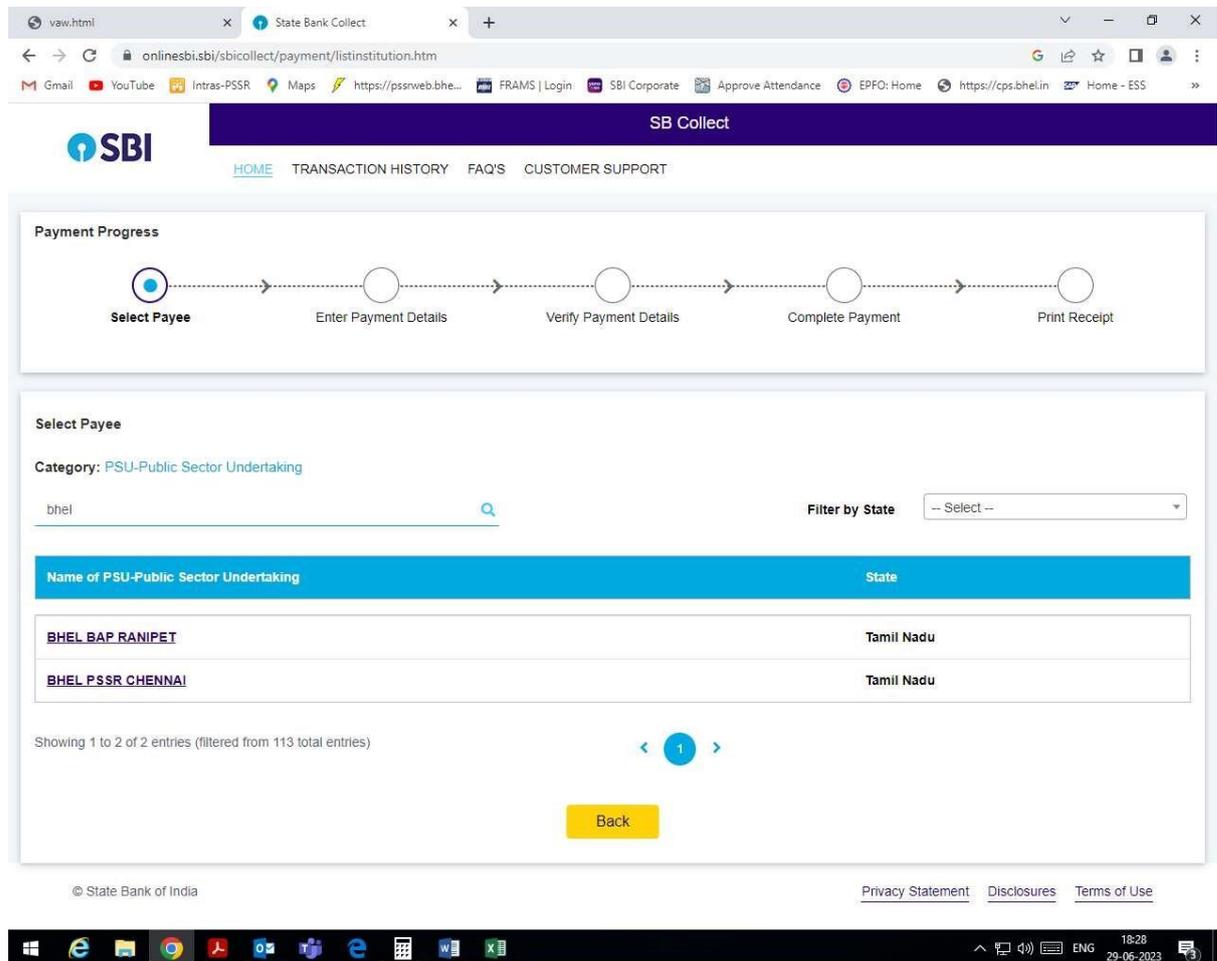
f) Bank to acknowledge and agree that the Lien created on the FDR shall be in Force until M/s BHEL PSSR, gives a Discharge Letter in this regard.

### SL. No.3

Detailed Instruction for EMD / Security deposits through SBI e-collect:

Step 1: Vendors may visit SBI collect website, the URL of which is <https://www.onlinesbi.sbi/sbicollect> where they get the home page with various categories of institutions.

Step 2: Select PSU - Public Sector Undertakings – leading to a page with list of PSUs Step 3: Type BHEL and search, they get to see all BHEL divisions wherein they shall select BHEL PSSR Chennai. The screen shot of the same is given below.



Payment Progress

Select Payee

Category: PSU-Public Sector Undertaking

bhel

Filter by State: -- Select --

Name of PSU-Public Sector Undertaking	State
BHEL BAP RANIPET	Tamil Nadu
BHEL PSSR CHENNAI	Tamil Nadu

Showing 1 to 2 of 2 entries (filtered from 113 total entries)

Back

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Step 4: Select EMD receipts. Having selected the Payee in the Payment Progress, it will lead to the payment details – a drop down list of values. From that list, vendors shall select EMD receipts. Upon clicking the entry EMD receipts, a form will open asking for the remitters details and the details of the tender.

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Step 5: Confirm details and pay

Fill in all the details correctly, verify the details, and complete the payment as it is leading to the payment gateway.

Step 6: Take a printout on completing the payment and enclose the copy of the same along with the bid submission. Store the copy of receipt for future reference.

**SI. No.: 04**

GCC Clause 2.9 Execution Plan, Progress Monitoring, Monthly Review and Performance Evaluation - NOT APPLICABLE

**SI. No 05**

GCC Clause 2.12 Overrun Compensation (ORC)- NOT APPLICABLE

**SI. No 06**

GCC Clause 2.13 – Interest Bearing Recoverable Advance-NOT APPLICABLE

**SI. No 07**

GCC Clause 2.14 – Quantity variation; (Quantity variation compensation shall not be applicable)- NOT APPLICABLE

**SI. No 08**

GCC Clause 2.15 – Extra works -NOT APPLICABLE

**SI. No 09**

GCC Clause 2.16 – Supplementary items-NOT APPLICABLE

**SI. No 10**

GCC Clause 2.17 – Price Variation Compensation (PVC) -NOT APPLICABLE

**SI. No 11**

SCC Clause 1.0– General Intent of the Specifications- NOT APPLICABLE

**SI. No 12**

SCC Clause 2.0– General Services to be rendered by the Bidder- NOT APPLICABLE

**SI. No 13**

SCC Clause 3.0 General Technical Requirements (Codes and Standards) - NOT APPLICABLE

**SI. No 14**

SCC Clause 4.0 Obligations of Contractor - NOT APPLICABLE



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**SI. No 15**

SCC Clause 6.0 Material handling, Storage, Preservation, etc.- NOT APPLICABLE

**SI. No 16**

SCC Clause 7.0 Drawings and Documents- NOT APPLICABLE

**SI. No 17**

SCC Clause 8.0 Inspection and Quality- NOT APPLICABLE