

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

TENDER NO. :

BHEL/NR/SCT/DBCRTPP/PREBID/NDCT/1306

NAME OF WORK: PRE-BID TIE UP/MOU FOR EXECUTION  
OF NATURAL DRAFT COOLING TOWER (NDCT) PACKAGE  
ON EPC BASIS AT 1X800 MW DEEN BANDHU CHOTU  
RAM THERMAL POWER PROJECT YAMUNANAGAR,  
HARYANA.

BHARAT HEAVY ELECTRICALS LIMITED



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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## Chapter - I: Project Information

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### 1.0 INTRODUCTION:

#### 1.1 GENERAL:

Haryana Power Generation Corporation Limited (HPGCL), has invited bids for Engineering, Procurement & Construction (EPC) Contract for Coal-fired **1X800 MW SUPER CRITICAL EXPANSION UNIT at DEEN BANDHU CHHOTU RAM THERMAL POWER PLANT, YAMUNA NAGAR, HARYANA.**

#### 1.2 ABOUT THE DEVELOPER:

Haryana Power Generation Corporation Ltd. (HPGCL) came into existence on 14th August 1998 after the restructuring of erstwhile Haryana State Electricity Board. The main objectives of HPGCL are as under:-

- To generate power from its existing Generating Stations in the most efficient manner on commercial lines and to sell the same to distribution companies.
- To set up new Power Generation Projects.

#### 1.3 HPGCL owns & operates the following power plants in the state:-

1. Panipat Thermal Power Station, Panipat-710MW (1x210MW+2x250MW).
2. Deen Bandhu Chhotu Ram Thermal Power Project, Yamuna Nagar - 600 MW (2x300MW)
3. Rajiv Gandhi Thermal Power Project, Khedar, Hisar-1200MW (2x600MW).
4. WYC Hydro Electric Station, Yamunanagar - 62.7MW
5. Solar Power Plant at PTPS, Panipat-10MW

HPGCL intends to setup 1x800MW coal based supercritical unit as expansion of 2x300MW Deen Bandhu Chhotu Ram Thermal Power Plant at Yamuna Nagar.

#### 1.4 Present Status of 1X800 MW SUPERCRITICAL EXPANSION UNIT at DEEN BANDHU CHHOTU RAM THERMAL POWER PLANT, YAMUNA NAGAR, HARYANA:

- a) For project information, the bidder may refer to **Volume-II, General & Schedules (part of Volume-IB of this tender document)**.
- b) The land for main plant area has been acquired and is under possession of HPGCL.
- c) The land for rail infrastructure inside the plant boundary and raw water pipeline from existing Reservoir is under possession.
- d) Land for ash disposal pipe routing up to the existing ash pond is under possession.

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## Chapter - I: Project Information

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e) The process of obtaining Environment Clearance from Ministry of Environment, Forest & Climate Change (MoEF & CC), Govt. of India. has been initiated under the guidance of M/s Mecon, Ranchi (a Govt. of India Enterprise).

f) Water drawl from Western Yamuna Canal for the project has been tied up with Irrigation Department, Govt. of Haryana.

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## Chapter – II: TERMS AND CONDITIONS OF PRE-BID TIE-UP

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### 2.0 TERMS AND CONDITIONS OF PRE-BID TIE UP/MOU

1. BHEL is in the process of bidding on turnkey basis for 1X800 MW DEEN BANDHU CHOTU RAM THERMAL POWER PROJECT YAMUNANAGAR, HARYANA. BHEL intends to have a Pre-bid tie – up/MOU for Execution of NATURAL DRAFT COOLING TOWER (NDCT) package on EPC basis at 1X800 MW DEEN BANDHU CHOTU RAM THERMAL POWER PROJECT YAMUNANAGAR, HARYANA” associated with the above project on a back-to-back basis with the bidder offering most competitive price.
2. Bidders should quote their most competitive rates. However, if felt by BHEL, due to any subsequent changes in scope or specifications or any other aspects, price negotiation will be held with lowest bidder (L-1) only.
3. BHEL shall enter in MOU with successful bidder for pre-bid tie up for “Execution of NATURAL DRAFT COOLING TOWER (NDCT) package on EPC basis at 1X800 MW DEEN BANDHU CHOTU RAM THERMAL POWER PROJECT YAMUNANAGAR, HARYANA” and the work will be awarded to successful bidder in this tender, in case the work is awarded to BHEL from customer. MOU shall contain only broad terms and conditions. The work will be executed as per Terms and Conditions included in the subsequently executed contract.
4. The scope of work shall be on back to back basis for Execution of NATURAL DRAFT COOLING TOWER (NDCT) package on EPC basis at 1X800 MW DEEN BANDHU CHOTU RAM THERMAL POWER PROJECT YAMUNANAGAR, HARYANA. The bidder shall accept any price reduction agreed by BHEL during negotiation with customer, due to any changes in quantum of scope or specifications pertaining to NDCT Package. Where BHEL agrees to any discount in its final offer to customer during negotiations, the bidder shall give the corresponding reduction in the final price submitted to BHEL in this tender.
5. As this tender is for Back to Back tie-up order, in the event of any changes later in TERMS & CONDITIONS of order from customer, including but not limited to changes in Completion schedule, LD/Penalty, Warranty/Guarantee/ Defects Liability period, BHEL shall have the right to make corresponding changes in the MOU/ firm order/ Contractual terms. Any price implications arising out of such changes pertaining to the scope of work under this tender shall be accepted by the successful bidder. Any compensation received or price reduction given to customer, shall be correspondingly passed on to the successful bidder. Decision of BHEL in this regard shall be final and binding on the Bidder.
6. The bidder shall furnish a Bid Bond for 1% of the value of the final agreed price in the form of Bank Guarantee / Cash (as permissible under the relevant provisions under applicable laws) within 30 days after signing of MOU. The bidder shall keep the Bank Guarantee furnished as Bid Bond valid initially for Twelve Months from MOU date. Validity of Bank Guarantees shall be extended further in line with the relevant provision of the MOU considering reasonable margin for finalization of contract with Customer. MOU and Bank Guarantee furnished as Bid bond shall be strictly in the Format as per Tender.
7. The Letter of Award will be issued to the bidder upon receipt of Letter of Award and Notice to proceed from the Customer. The formal Contract will be executed between parties as per the Terms of this Tender. Once executed, the contract shall supersede the MOU, and effect or existence of MOU shall cease, except for the provisions specified in the MOU or Tender documents.

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8. DECLARATION BY BIDDER: Bidder shall furnish an undertaking that, “All the terms & conditions of BHEL stated above and other conditions of “Back-to-Back” contract are understood by us and are acceptable to us in full for the subject scope of Pre-Bid Tie up”.

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## Chapter – III: SCOPE OF WORK

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**3.0 For scope of work please refer SCOPE OF ENQUIRY (part of Vol-IB - Technical Specification for Cooling Towers (Book 1 of 2)). SCOPE OF ENQUIRY includes SCOPE OF MATRIX also which detailed out the complete scope of NDCT vendor.**

3.1 Other miscellaneous details are as follows:

- 3.1.1 **Cement and Reinforcement Steel Supply:** All consumables including cement & steel is in the scope of bidder. All material shall be in line with the customer specifications. Please refer complete technical requirements for tender scope of work.
- 3.1.2 ***BHEL SHALL NOT BE PROVIDING ANY MATERIAL, LABOUR OR ANY CONSUMABLE FOR THE SUBJECT TENDER.***
- 3.1.3 The working area shall be separated from the adjoining area by cordoning off the area by providing MS / GI sheets of suitable heights with appropriate frame work as approved by BHEL/ Customer. No extra payment shall be paid to contractor for this work.
- 3.1.4 The Customer (HPGCL) may depute their representative for checking and supervision of important stages of work. The contractor shall be required to provide all facilities for inspection of works at no extra cost to BHEL. Any defect in quality of work or deviations from drawings / specifications pointed out during such inspection shall be made good by the contractor in the same way as if pointed out by the BHEL Engineer, without any cost implication to BHEL.
- 3.1.5 EXTRA/ ADDITIONAL ITEMS OF WORK - No Extra/ additional claim of the successful bidder shall be allowed by BHEL beyond the contract value for the scope of work under the Contract. However, if due to change in specifications or scope of work any Extra/ additional work arises, same shall be carried out by the Contractor. BHEL shall pass 80% of the amount received from customer for such extra/ additional works carried out by the Contractor.
- 3.1.6 All relevant term & conditions of customer (HPGCL) contract shall be applicable to this contract also as the contract shall be awarded on back to back basis.
- 3.1.7 Relevant tender document of HPGCL for 1x800MW TPP on EPC basis is attached. Bidder to keep themselves updated with all such information and submit their bid considering the same.
- 3.1.8 BHEL have attached relevant technical specifications and complete Vol I of customer tender document. Vol I of HPGCL tender document consists of IFB, ITB, BDS, GCC, ECC & SCC.

**Note: IFB, ITB & BDS are being attached only for information purpose. However, GCC, ECC & SCC shall be applicable for the scope of tender.**

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – IV: Facilities in the scope of Contractor/BHEL

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### 4.1 SPACE:

1. BHEL shall provide clear, levelled land (free from any encumbrances and after clearing the shrubs, trees etc.) for the NATURAL DRAFT COOLING TOWER area as per the approved layout. Land for labour colony, laydown area for storage of equipment, fabrication yard or any other construction related activities is not available within the plant boundary. Bidder has to make his own arrangement to have these facilities outside plant boundary.
2. Owner/BHEL will not provide any accommodation to Contractor's supervisors', engineers and labourers. Construction of any labour quarter or residential accommodation within the plant boundary shall not be permitted.

### 4.2 ELECTRICITY

1. BHEL shall provide electricity at one single point at 415 V inside the plant boundary on chargeable basis. Electricity charges shall be recovered at actual per unit cost of electricity to BHEL, derived after loading all other charges as applicable. The Contractor shall make its own arrangement for connection and further distribution (including Distribution Boards, Cables, meters etc.)
2. The provision of temporary lighting and other facilities needed shall be provided by the Contractor.
3. All temporary wiring must comply with local regulations and shall be subject to the Engineer's inspection/approval before connection to supply.
4. BHEL shall not be responsible for any inconvenience for delay caused due to interruption in power supply and no compensation claimed by the Contractor.
5. The Contractor shall make its own arrangement for alternative source of power supply through deployment of adequate number of DG sets.
6. Contractor shall inform BHEL regarding the electricity requirement so as to plan for Construction Power Infrastructure by BHEL.

### 4.3 WATER

BHEL shall provide construction water at one single point within the plant boundary, if made available by Owner. However, the Contractor shall make its own arrangement of construction water and its further distribution arrangement. BHEL shall not be responsible for any interruption in water supply.

### 4.4 COMMUNICATION

The Contractor shall make his own arrangement for all his communication needs such as telephone, facsimile, telex etc. at his site office. The Owner/BHEL shall provide to the Contractor only reasonable assistance in this regard.

### 4.5 CLEANLINESS

1. Disposal and cleaning of all construction debris inside the plant boundary and facilities of bidder outside plant boundary are included in bidder's scope.
2. The Contractor shall be responsible for maintaining cleanliness of the site. The site shall be free of unwanted rubbish or filth, which is hazardous & detrimental to health, and affect safety of the work place.



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### Chapter – IV: Facilities in the scope of Contractor/BHEL

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3. The Contractor shall employ enough number of special personnel to thoroughly clean his work-area at least once in a day. All such rubbish and scrap material shall be stacked or disposed in a place to be identified by the OWNER.
4. The labour colony, the offices and the residential areas of the Contractor's employees and workmen shall be kept clean and neat to the entire satisfaction of the OWNER. Proper sanitary arrangements shall be provided by the Contractor, in the work-areas, office and residential areas of the Contractor.

#### 4.6 MISCELLANEOUS

1. The number of copies/prints/manuals to be furnished for various types of documents is given in Vol-IIB, Volume II, Chapter 5, Annexure-VI.
2. The Contractor shall furnish engineering data/drawings in accordance with the schedule of information as specified in Technical Specification and data sheets.
3. All site test facilities including test instruments for site test of equipment, piping, cabling, gauges, insulation testers etc., shall be supplied by the Contractor.
4. The Contractor shall establish a site office at the site and keep posted an authorized representative for the purpose of the contract.
5. The Contractor shall provide necessary first-aid facilities for all his employees, representatives and workmen working at the Site. Enough number of Contractor's personnel shall be trained in administering first-aid. The OWNER will provide the Contractor, in case of any emergency, the services of an ambulance for transportation to the nearest hospital.

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## Chapter – V: T&Ps and MMEs to be deployed by Contractor

### **(A) - LIST OF T & Ps TO BE ARRANGED BY THE CONTRACTOR AT HIS OWN COST:**

Sl No.	EQUIPMENT	INDICATIVE QUANTITY
1	TRANSIT MIXER WITH MATCHING DUMPERS	APR*
2	CONCRETE PUMPS (STATIC)	APR*
3	SUBMERSIBLE PUMP (DIESEL / ELEC)	APR*
4	HYDRA CRANE 9 / 14 T	APR*
5	PLC OPERATED BATCHING PLANT (MIN 30 CUM PER HOUR)	APR*
6	TYRE MOUNTED CRANE 75 MT (Min. capacity)	APR*
7	15/20 MT TRAILORS WITH PULLING UNIT / TRACTOR – TRAILORS	APR*
8	DEWATERING PUMP – 5/10/25 HP	APR*
9	SLUDGE / SLURRY PUMP ( DIESEL / ELEC )	APR*
10	POWER DRIVEN EARTH RAMMER	APR*
11	REINFORCEMET CUTTING / BENDING MACHINE	APR*
12	PORTABLE LIGHTING MAST / LIGHTING SYSTEM	APR*
13	CEMENT STORAGE SHED	APR*
14	SLIP FORM SHUTTERING	APR*
15	CONCRETE MIXTURE M/C	APR*
16	CONCRETE VIBRATORS	APR*
17	POWER / HAND WINCHES	APR*
18	WELDING MACHINES	APR*
19	HEATING OVEN	APR*
20	PORTABLE OVENS	APR*
21	EXCAVATORS	APR*
22	EARTH COMPACTOR	APR*
23	PLATE COMPACTOR	APR*
23	PNEUMATIC JACK HAMMER	APR*
24	JUMP FORM FOR SHELL CONCRETING ALONG WITH ALL ACCESSORIES E.G. REQUIRED NO. OF JACKS (INCLUDING SPARE JACKS), POWER PACKS, ROPES, SAFETY ACCESSORIES, ETC. ALL COMPLETE	APR*

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

### Chapter – V: T&Ps and MMEs to be deployed by Contractor

	REQUIRED FOR SMOOTH OPERATION OF JUMP FORM	
25	ALL SCAFFOLDING MATERIALS / PLATFORMS	APR*
26	PLY SHUTTERING BOARD WITH ADEQUATE SUPPORTING STRUCTURE	APR*
27	PIPE CUTTING MACHINE	APR*
28	VIBRO - HAMMER / DROP HAMMER ARRANGEMENT	APR*
29	HYD EXCAVATORS / POCLAINS / JCB	APR*
30	DUMPERS	APR*
31	DOZERS	APR*
32	AIR COMPRESSOR	APR*
33	WINCH WITH BUILDING HOIST	APR*
34	DG SET 125 kVA	APR*
35	WATER TANKER WITH SPRINKLER	APR*

**APR\*: As per Requirement**

**NOTES:**

- The above list – ( A ) is only indicative and these T&Ps may not be required for entire contract period but contractor will ensure that these T & Ps are provided as per the work requirement. **T&P Deployment schedule will be finalized at site based on the work fronts and in consultation with BHEL Engineer. Contractor have to mobilize / maintain the T&P as per the schedule notified time to time by BHEL Engineer.**
- If any one of T&P mentioned above is not needed for proper execution of scope of work, provided contractor has not utilized BHEL free issued T&P for completing such work, no recovery from contractor shall be applicable.
- Any additional item required in addition to above mentioned T&P for proper execution of scope of work, contractor has to arrange such T&P within quoted rate on the instruction of BHEL in writing within two weeks from the written instruction from BHEL.
- In case deployment of T&P w.r.t requirement, is delayed or deployed for a shorter period or abnormal down time of T&P or in case T&P w.r.t requirement was not deployed by the contractor as per instruction of BHEL and BHEL had to deploy either its own T&P or from outside, the recovery shall be done from the contractor as under:
  - In case BHEL had to deploy its own T&P, hire charges of T&P applicable for outside agencies as per extant guidelines for “Hire Charges on issue of Capital Tools & Plants” shall be recovered.
  - In case BHEL had to deploy the T&P from outside, actual hiring cost plus applicable overheads shall be recovered.
- All the tools and tackles/measuring instruments shall be duly tested/calibrated. Valid certificate to that effect from accredited agencies should be submitted to BHEL site in-charge before the start of work.
- All the tools and plants required for this scope of work, except the Tools & Plants provided by BHEL are to be arranged by the contractor within the quoted rates. The list is suggestive in nature.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – V: T&Ps and MMEs to be deployed by Contractor

Any additional T & P required to meet BHEL commitments/schedule shall be arranged without any extra cost by the contractor.

7. If the work related to T&Ps mentioned above list - (A) is completed then, Engineer I/c can release the T&P during contract period / extended period if any. However, written permission shall be taken by contractor from BHEL construction Manager before releasing T&P.

### **B- LIST OF IMTEs/MMEs REQUIRED:**

SL NO	EQUIPMENT
1	TOTAL STATION
2	AUTO LEVEL AND STAFF
3	COMPRESSION STRENGTH TESTING EQUIPMENT
4	CONSTRUCTION MATERIAL TEST EQUIPMENT
5	CONCRETE CUBE MOULDS (150 X 150 X 150) mm
6	CONCRETE SLUMP CONE
7	COARSE AGGREGATE SIEVES & SAND SIEVER
8	SIEVES AND SIEVE SHAKER
9	AGGREGATE IMPACT TEST MACHINE
10	HEATING OVEN
11	PHYSICAL BALANCE FOR LAB WORK
16	RAPID MOISTURE METER
17	VICAT APPARATUS WITH PLUNGERS FOR CEMENT TESTING
18	THEODOLITE ONE STAND ACCURACY
19	DUMPY LEVEL UP TO 350 MM
20	CORE CUTTER TEST APPARATUS
21	CUBE MOULDS (70MM SIZE)

### **NOTES:**

1. The above list is only indicative and these IMTEs/MMEs may not be required for entire contract period and will be provided as per need. Contractor will assess actual quantity and period of requirement based on his experience
2. All the IMTEs /MMEs required for this scope of work, except the IMTEs / MMEs provided by BHEL, are to be arranged by the contractor within the quoted rates. **The list is suggestive in nature. Any additional IMTEs / MMEs required to be arranged by the contractor.**

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VI: Time Schedule

<b>6.</b>	<b>TIME SCHEDULE</b>
<b>6.0</b>	<b>MOBILIZATION, TIME SCHEDULE, CONTRACT PERIOD AND GRACE PERIOD</b>
<b>6.1</b>	<b>INITIAL MOBILIZATION :</b> After receipt of Letter of Award (LOA), Contractor shall discuss with Project Manager / Construction Manager regarding initial mobilization. Contractor shall mobilize necessary resources within 2 weeks of issue of LOA or as per the directive of Project Manager / Construction Manager. Such resources shall be progressively augmented to match the schedule of milestones as directed by BHEL Engineer
<b>6.2</b>	<b>START DATE / ZERO DATE</b> The Actual Date of Start of Contract Period (Zero Date) shall be the date after 2 weeks of issue of LOA.
<b>6.3</b>	<b>COMPLETION PERIOD:</b> Entire work as detailed in tender specification shall be completed within <b>36 (Thirty Six) months</b> from the actual date of start of contract period (Zero Date) as per the programs / milestones indicated by BHEL. Contractor has to mobilize adequate resources to meet BHEL's commitments to their customer as indicated from time to time. <b>In the event the contractor fails to respond to these requirements, BHEL shall take appropriate actions to meet customer's commitments in line with the provisions of Contract.</b>
<b>6.4</b>	The work under the scope of this contract is deemed to be completed in all respects, only when all the works are carried out as per satisfaction of BHEL. The decision of BHEL on completion date shall be final and binding on the contractor.
<b>6.5</b>	In order to meet above schedule in general, and any other intermediate targets set, to meet customer/ project schedule requirements, contractor shall arrange & augment all necessary resources from time to time on the instructions of BHEL without any extra cost to BHEL.
<b>6.6</b>	<b>CONSEQUENCE OF DELAY</b> If delay in completion of facilities of project is attributable due to delay in NDCT package then the LD shall be levied as per Clause 10.22.9.
<b>6.7</b>	<b>SUBMISSION OF L3 SCHEDULE</b> The contractor shall submit a detailed area/structure wise L3 schedule within 15 days from LOA date in consultation with BHEL based on the tentative schedule provided as per the clause 6.3. The detailed L3 schedule shall be approved by BHEL and same shall be implemented. Bidder shall submit L3 schedule in MS Projects to meet the agreed project schedule covering various milestone activities and their split up details such as construction, procurement of materials, fabrication & erection activities. This schedule shall also clearly indicate the interface facilities/inputs.

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## Chapter – VII: Terms of Payment

<b>7.1</b>	<b>TERMS OF PAYMENT</b>
<b>7.1.1</b>	<p><b>Mode of Payment –</b> A single designated ESCROW account shall be opened by contractor in any scheduled bank of India under intimation to BHEL. All payments related to Erection/Civil/Site Fabricated Structural works by the BHEL due under the contract to contractor shall be released into above mentioned ESCROW account set up as per the Tri-Partite ESCROW Agreement between Contractor, BHEL, and Escrow Bank. The payment shall be disbursed in accordance with the mechanism set out in the Contract and Escrow Agreement. The purpose of the Escrow Account would be to ensure that payments received under the contract are solely used for implementation of the Contract. Under Tri-partite Escrow Agreement, the Escrow Bank will agree to ensure that amounts received in the ESCROW Account are utilized for making payments only to suppliers of goods and services related to Erection/Civil/Site Fabricated Structural Works, Statutory Authorities, establishment expenses etc. as may be required in the performance of the contract.</p> <p>All expenses/charges for opening/operation (including Annual Fee) of the Escrow Account shall be paid by the contractor. The draft ESCROW agreement as annexed as <b>Annexure-A</b> to TCC shall be followed for executing Escrow Account Agreement.</p> <p>The detailed Operative Procedure and Terms and Conditions of Escrow Account (Schedule-III of Draft agreement) shall be finalized between the contractor, BHEL, and the Escrow Bank within 30 days from date of Letter of Intent.</p> <p>In line with clause no. 44.5.1 of <b>Vol-IB, Vol-I, Section-IV, GCC, any commitment charges for tender works payable</b> to the financial institution shall be to the Contractor's account.</p>
<b>7.1.2</b>	<p><b>Ninety percent (90%) of the total Civil Works Price Component</b> of the Contract Price shall be paid progressively on certification by the Engineer-In-Charge for the quantum of work completed and by Owner's field quality surveillance representative for the successful completion of quality check points involved in the quantum of work billed.</p> <p><b>Ten Percent (10%)</b> of total Contract price shall be paid after issue of Final Taking Over certificate by Customer (as per clause no. 10.1 of section-VI of SCC, Volume- I, Conditions of Contract: Commercial and General as attached at Part-IB of this tender) and passing of contractor's "Final bill".</p> <p>Normally this money, shall not be released before passing of Final bill. However,</p> <ol style="list-style-type: none"> <li>Where after issue of Final Taking Over Certificate, the passing of Final Bill is delayed beyond a period of 03 months, for reasons not attributable to Contractor, then BHEL at its discretion and on specific request of Contractor in this regard may release the amount so retained upon submission of equivalent Bank Guarantee. The Bank Guarantee furnished by the Contractor for this purpose shall be kept valid until the passing of final bill.</li> <li>If BHEL contract with customer is terminated prior to issue of Final Taking Over Certificate by the Customer, but the Contractor has completed its Contractual responsibilities as per clause no. 10.1 of section-VI of SCC, Volume- I, Conditions of Contract: Commercial and General as attached at Part-IB of this tender</li> </ol>

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## Chapter – VII: Terms of Payment

	<p>for his scope of work, then this money shall be released. Provided, the Contractor furnishes an Indemnity Bond, indemnifying BHEL regarding any liability that may arise for any defect that remains undetected at the time of termination of contract of BHEL by Owner, but may arise at later date for the Contractor's scope of work.</p> <p>c) If the contract is short closed for any reason whatsoever (except as provided in the Clause 10.43), prior to issue of Final Taking Over Certificate, then this money shall not be payable.</p>
7.1.3	The payment for running bills will normally be released within 30 days of submission of running/progressive bill complete in all respect with all documents. It is the responsibility of the contractor to make his own arrangements for making timely payments towards labour wages, statutory payments, outstanding dues etc. and other dues in the meanwhile.
7.2	<b>CONTRACT PRICE</b> - Bidder shall quote their price as per the format of price schedule (Latest revision) only.
7.3	<b>OVER RUN CHARGES</b> Not applicable in this tender.
7.4	<b>PRICE ADJUSTMENT</b> To be dealt as per customer tender conditions. Please refer attached <b>part of Vol-IB, Annexure-K of GCC: "Price Adjustment"</b> .  <b>The base date for price adjustment shall be the date as specified in Annexure-K of GCC, which is "7 days prior to the date of opening of Part-II (Price) bids of customer tender."</b>
7.5	<b>INTEREST BEARING RECOVERABLE ADVANCES: <u>NOT APPLICABLE.</u></b>

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## Chapter – VIII: Taxes & Duties

8.0	<b>TAXES &amp; DUTIES</b>
8.1	<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 &amp; services consumed and output goods &amp; 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>
8.2	<b>GST (Goods and Services Tax)</b>
8.2.1	<p>GST as applicable on output supply (goods/services) are excluded from contractor's scope; therefore, contractor's price/rates shall be exclusive of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.</p>
8.2.2.	<p>The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL &amp; its Contractor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL &amp; its Contractor.</p>
8.2.3	<p>Contractor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor.</p>
8.2.4	<p>Contractor has to submit GST registration certificate of the concerned state. Contractor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.</p>
8.2.5	<p>Contractor/Vendor has to issue invoice indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.</p>
8.2.6	<p>Vendor has to submit GST compliant invoice within seven days from 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</p>



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VIII: Taxes & Duties

	provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts. Special care should be taken in case of month end transactions.
8.2.7	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.
8.2.8	<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"> <li>Supply of goods and/or services have been received by BHEL.</li> <li>Original Tax Invoice has been submitted to BHEL.</li> <li>Contractor/ Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>Contractor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.</li> </ol>
8.2.9	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.
8.2.10	TDS as applicable under GST law shall be deducted from contractor's bill.
8.2.11	Contractor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permits, all the e-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.
8.2.12	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.

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8.2.13	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.
8.2.14	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.
8.2.15	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.
8.2.16	<p><b><u>Variation in Taxes &amp; Duties:</u></b></p> <p>Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.</p> <p>In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its contactor only and within the contractual delivery period only.</p> <p>In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.</p>
8.3	<p><b><u>Income Tax:</u></b></p> <p><b>TDS/TCS</b> as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from contractor's bill.</p>
8.4	<b>BUILDING &amp; OTHER CONSTRUCTION WORKERS (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT, 1996 (BOCW Act) AND RULES OF 1998 READ WITH BUILDING &amp; OTHER CONSTRUCTION WORKERS CESS Act, 1996 &amp; CESS RULES, 1998.</b>
	In case any portion of work involves execution through building or construction workers, then compliance to the above titled Acts shall be ensured by the contractor and contractor shall obtain license and deposit the cess under the Act. In the circumstances it may be ensured as under:-

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VIII: Taxes & Duties

8.4.1	It shall be the sole responsibility of the contractor in the capacity of employer to forthwith (within a period of 15 days from the award of work) apply for a license to the Competent Authority under the BOCW Act and obtain proper certificate thereof by specifying the scope of its work. It shall also be responsibility of the contractor to furnish a copy of such certificate of license / permission to BHEL within a period of one month from the date of award of contract.
8.4.2	It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under these act and rules including that of payment / deposit of 1% cess on gross payment made for value of work involving building or construction workers engaged by the contractor within a period of one month from the receipt of payment.
8.4.3	It shall be the responsibility of the sub-contractor to furnish the receipts /challans towards deposit of the cess together with the number, name and other details of beneficiaries (building workers) engaged by the sub-contractor during the preceding month.
8.4.4	It shall be the absolute responsibility of the sub-contractor to make payment of all statutory payments & compensations to its workers including that is provided under the Workmen's Compensation Act, 1923.
8.4.5	The contractor shall, however ensure before deposit of any BOCW Cess, that customer is not depositing the same in order to avoid excess deposit of cess.
8.4.6	The contractor shall bear cost of BOCW cess either by way of deposit or through recovery by BHEL in case the same is deposited by the customer.
8.4.7	In case of failure in above mentioned compliances, BOCW Cess @ 1% as well as applicable penalty as specified in BOCW Act/Rules shall be deducted from the contractor.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-IX: Materials and Other Requirements

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<b>9.0</b>	<b>MATERIALS</b>
<b>9.1</b>	The contractor shall at his own expenses provide all materials including cement, steel, paints, welding electrodes etc. required for the work.
<b>9.2</b>	All materials to be provided by the Contractor shall be of the best kind in conformity with the specifications laid down in the contract or as per relevant Indian standard and the Contractor shall, if requested by the BHEL Engineer, furnish proof to the satisfaction of BHEL Engineer.
<b>9.3</b>	<b>ISSUE AND ACCOUNTING OF MATERIAL ISSUED BY BHEL</b>
<b>9.3.1</b>	Successful bidder shall submit a reconciliation statement of materials if issued by BHEL. The same may be submitted along with RA bill.
<b>9.3.2</b>	Successful bidder shall properly account for the material issued to them as specified herein to the satisfaction of BHEL certifying that the balance material are available with successful bidder's custody at site.

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## Chapter-X: Other Important Conditions

<b>10.0</b>	<b>GENERAL INSTRUCTION TO TENDERERS</b>
<b>10.1</b>	<p><b>DESPATCH INSTRUCTION:</b></p> <ul style="list-style-type: none"> <li>i) All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof. (For E-Tender, bidders shall use electronic Signature viz. Digital Signature Certificate while uploading on the e-procurement portal. The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages.</li> <li>ii) Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.</li> <li>iii) Integrity pact (IP) shall be applicable for all tenders / contracts if indicated in NIT. The integrity pact shall be issued as part of the Tender documents and shall be submitted by the bidder along with Techno-commercial bid duly filled, signed and stamped by the authorized signatory who signs the bid. Only those vendors / bidders who have entered into such an IP with BHEL shall be considered qualified to participate in the bidding. Entering into this pact shall be a preliminary qualification.</li> </ul>
<b>10.2</b>	<b>SUBMISSION OF TENDERS</b>
<b>10.2.1</b>	The tenderers must submit their tenders to Officer inviting tender as per instructions in the NIT.
<b>10.2.2</b>	Tenders submitted by post (i.e. by 'REGISTERED POST / by COURIER') shall be sent with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of tenders sent by post/courier. The tenders received after the specified time of their submission are treated as 'Late Tenders' and shall not be considered under any circumstances. Offers received by Email shall be considered as per terms of NIT. E-Tenders shall be submitted through E-Procurement portal as per instruction in NIT. Tenderers to upload offers well in advance in order to avoid last minute congestion in e-procurement website. However, after submission of the tender, the tenderer can re-submit revised tender but before due date and time of submission of tender as notified.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-X: Other Important Conditions

<b>10.2.3</b>	Tenders shall be opened by Officer of BHEL at the time and date as specified in the NIT, in the presence of such of those tenderers or their authorized representatives who would like to be present (In case of Manual Tenders). BHEL reserves the right to go ahead with opening of the Tender even in case of no representative is present on the specified date and time. For e-tenders, bidders may mark their presence online through provisions available in e-procurement portal.
<b>10.2.4</b>	Tenderers whose bids are found techno commercially qualified shall be informed about the date and time of opening of the Price Bids and such Tenderers may depute their representatives to witness the opening of the price bids (In case of Manual Tenders). BHEL's decision in this regard shall be final and binding.
<b>10.2.5</b>	<p>Before submission of Offer, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, accommodation etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.</p> <p>The tenderer may get aware about weather conditions, contingencies &amp; other circumstances which may influence or affect their tender prices. Invariable of inspection by the tenderer, the tenderer shall be considered deemed acquainted with all site conditions such as rain patterns, hazardous conditions, soil patterns, local factors etc. Tenderer to have satisfied himself in all respect before quoting his rates and no claim will be entertained later on the grounds of lack of knowledge of any of these conditions.</p>
<b>10.3</b>	<b>LANGUAGE</b>
<b>10.3.1</b>	The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. Tenderers are requested to refer the clauses of NIT/ Vol-II "Price Bid" for more details. For the purpose of the tenders, the metric system of units shall be used.
<b>10.3.2</b>	All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer
<b>10.4</b>	<b>PRICE DISCREPANCY:</b>
<b>10.4.1</b>	<p><b>Price Bid opening:</b></p> <p>During opening of price bids (submitted through conventional method or through E-Procurement system), if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.</p>
<b>10.4.2</b>	<p><b>Reverse Auction:</b></p> <p>In case of Reverse Auction, the successful bidder shall undertake to execute the work as per overall price offered by him during the Reverse Auction process. (Guidelines as available on <a href="http://www.bhel.com">www.bhel.com</a> on "supplier registration page".)</p>
<b>10.5</b>	<p><b>QUALIFICATION OF TENDERERS</b></p> <ul style="list-style-type: none"> <li>i) Only tenderers who have previous experience in the work of the nature and description detailed in the Notice Inviting Tender and/or tender specification are expected to quote for this work duly detailing their experience along with offer.</li> <li>ii) Offers from tenderers who do not have proven and established experience in the field shall not be considered.</li> </ul>

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-X: Other Important Conditions

	<p>iii) The offers of the bidders who are on the banned/ hold list and also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of banned/ hold firms is available on BHEL web site <a href="http://www.bhel.com">www.bhel.com</a>. (Refer clause 28.0 of NIT)</p> <p>iv) Offers from tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India shall not be considered.</p>
<b>10.6</b>	<p><b>EVALUATION OF BIDS</b></p> <p>i) Technical Bids submitted by the tenderer will be opened first and evaluated for fulfilling the PreQualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer</p> <p>ii) In case the same qualifying experience is claimed by more than one agency, then the agency who has executed the work as per documentary evidence submitted shall only be qualified. Scope of qualifying work should be totally with the agency who has executed and in case it is only labour and consumables without T&amp;P, then the responsibility of execution is assigned to the first agency and not to the agency who has executed only as labour supply contractor. Further, BHEL reserves the right to ask for further proofs including submission of TDS certificates for the said job.</p> <p>iii) In case the qualifying experience is claimed by private organizations based on Work Order and completion certificates from another private organization, BHEL reserves the right to ask for further proofs like TDS certificates, labour license, etc. for the said job.</p> <p>iv) Assessing Bidder's Capacity for executing the current tender shall be as per Notice Inviting Tender.</p> <p>v) Price Bids of shortlisted bidders shall only be opened either through the conventional/electronic price bid opening with/without Reverse Auction, at the discretion of BHEL. Unless specified otherwise in the tender, the L1 bidder amongst all the shortlisted bidders shall be considered for award. However, the L1 bidder shall have no claim on the award &amp; BHEL reserves the right to award the tender at its sole discretion.</p> <p>vi) Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated in due course after issue of LOI/LOA to successful bidder either through system generated e-mail or through letter/e-mail.</p> <p>vii) Bidders are advised to also refer to clause no 10.24.4 regarding evaluation of their performance in ongoing projects for the current tender</p>
<b>10.7</b>	<p><b>DATA TO BE ENCLOSED</b></p> <p>Full information shall be given by the tenderer in respect of the following. Non-submission of this information may lead to rejection of the offer.</p> <p>i) <b>INCOME TAX PERMANENT ACCOUNT NUMBER</b> Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company/Firm/Individual Partners etc. shall be furnished along with tender.</p> <p>ii) <b>ORGANIZATION CHART</b> The organization chart of the tenderer's organization, including the names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.</p> <p>iii) An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor.</p>



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	<p>iv) IN CASE OF INDIVIDUAL TENDERER: His / her full name, address, PAN and place &amp; nature of business.</p> <p>v) IN CASE OF PARTNERSHIP FIRM: The names of all the partners and their addresses, A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed.</p> <p>vi) IN CASE OF COMPANIES:</p> <p>a) Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished).</p> <p>b) Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.</p>
<b>10.8</b>	<p><b>AUTHORIZATION AND ATTESTATION</b></p> <p>Tenders shall be signed by a person duly authorized/empowered to do so, for which a Power of Attorney is to be submitted along with the tender offer. For company, a Power of Attorney (as per format in Volume-I D) shall be submitted.</p>
<b>10.9</b>	<p><b>CONTRACT PERFORMANCE SECURITY</b> (in line with clause no 34.0 Contract Performance Security @10% of ITB)</p> <p>10.9.1 Within thirty (30) days after the date of LOI, the successful Bidder shall furnish contract performance securities for ten percent (10%) of Contract Price for all the contracts and in the form provided in the Annexure-A to GCC</p>
<b>10.10</b>	<p><b>RETURN OF SECURITY DEPOSIT</b> – As per customer tender terms &amp; conditions, Contract Performance Security shall be returned on completion of defect liability <i>i.e.</i> completion of 12 months after issue of Final taking over by the Customer.</p>
<b>10.11</b>	<p><b>BANK GUARANTEES</b></p> <p>Where ever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with</p> <p>Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. (list of Banks attached as Annexure-D of TCC) Bank Guarantees issued by Co-Operative Banks/ Financial Institutions shall not be accepted. Bank Guarantees issued by Foreign Bank shall be confirmed by a Schedule Bank, in India.</p> <p>i) The Bank Guarantees shall be as per prescribed formats.</p> <p>ii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period as per the advice of BHEL Site Engineer / Construction Manager. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.</p> <p>iii) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Construction Manager and submitted to the Regional HQ issuing the LOI/LOA.</p> <p>iv) In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.</p> <p>v) Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.</p> <p>vi) The Original Bank Guarantee shall be submitted to Subcontracting Department of the respective Region of BHEL.</p>



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<b>10.12</b>	<b>VALIDITY OF OFFER</b> The rates in the Tender shall be kept valid for acceptance for a minimum period of SIX MONTHS from latest due date of offer submission (including extension, if any). In case BHEL (Bharat Heavy Electricals Ltd) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding on the tenderers.
<b>10.13</b>	<b>EXECUTION OF CONTRACT AGREEMENT</b> The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Award by Bharat Heavy Electricals Limited. The successful tenderer shall be required to execute an agreement in the prescribed form, with BHEL, within a reasonable time after the receipt of the Letter of Award, and in any case before submitting the first running bill. The contract agreement shall be signed by a person duly authorized/empowered by the tenderer. The expenses for preparation of contract agreement shall be borne by BHEL.
<b>10.14.1</b>	<b>REJECTION OF TENDER AND OTHER CONDITIONS</b> The acceptance of tender will rest with BHEL, which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever: - a. To reject any or all of the tenders. b. To split up the work amongst two or more tenderers as per NIT. c. To award the work in part if specified in NIT. d. In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable
<b>10.14.2</b>	Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc. are liable to be rejected.
<b>10.14.3</b>	<p>Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL.</p> <p>The offers of the bidders who are on the banned/ hold list of BHEL/ Customer and also the offer of the bidders, who engage the services of the banned/ hold firms by BHEL/ Customer, shall be rejected. The list of banned/ hold firms by BHEL is available on BHEL web site <a href="http://www.bhel.com">www.bhel.com</a>. (Refer clause 28.0 of NIT). Bidder shall submit a undertaking in this regard that he is not under Banned/ Sanction/ Hold list from BHEL/ Customer.</p> <p>Tenders of the tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India shall also be liable to be rejected.</p> <p>BHEL reserves the right to not consider a bidder for further processing of tender in case it is observed that they are overloaded and may not be in a position to execute this job as per the required schedule in line with <b>clause no. 9.0 of the 'NIT'</b>. The decision of BHEL will be final in this regard.</p>
<b>10.14.4</b>	<p>If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at its discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender and the firm fails to retain its character, BHEL may cancel such tender at its discretion.</p> <p>If the tender is cancelled due to the provisions under this clause, BHEL shall not be liable to pay any compensation whatsoever for any loss and/or damages incurred by the bidder on this account.</p>

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<b>10.14.5</b>	BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. BHEL at its discretion, may, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned
<b>10.14.6</b>	If the tenderer deliberately conceals the information and furnish untruthful undertaking regarding banning or gives any other wrong information in his tender, Earnest Money/ Bid Bond furnished by the Contractor shall stand forfeited. BHEL reserves its right to recover all losses and/or damages arising out of the cancellation of tender on this account as per the applicable provisions under the Contract and Law.
<b>10.14.7</b>	Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
<b>10.14.8</b>	In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Bid Bond/Security Deposit. BHEL shall have right to recover all losses and/or damages arising out of the cancellation of tender or contract (if awarded) on this account as per the applicable provisions under the Contract and Law
<b>10.14.9</b>	The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL's Construction Manager/Site in charge. Where the Contractor sub-contracts part or complete contract with the approval of Construction Manager or Site Incharge, it will not absolve him from any of his liabilities under the Contract. The tenderer shall continue to remain solely responsible to BHEL for the work awarded to him.
<b>10.14.10</b>	The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders, in case of Conventional/ Paper bid.
<b>10.14.11</b>	Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party (without taking into account the discount offered), then the awarded price i.e. contract value shall be worked out after considering the discount so offered.
<b>10.14.12</b>	BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not or in the case where tender is cancelled..
<b>10.15</b>	<b>INTIMATION OF CHANGE OF NAME/RE-CONSTITUTION OF THE ORGANIZATION</b> In the event of the organization (Proprietorship/Partnership/Company) undergoing any change of name or reconstitution, prior intimation of the same shall be given to BHEL. Upon such changes coming into effect, the same shall be intimated to BHEL immediately with supporting documents as applicable. The new entity shall give unqualified acceptance in writing that it will be bound by all the Terms and Conditions of the Contract and the commitments made in respect of the subject contract
<b>10.16</b>	<b>DEFINITION:</b> The following terms shall have the meaning hereby assigned to them except where the context otherwise requires
<b>10.16.1</b>	BHEL shall mean Bharat Heavy Electricals Limited (of the respective Power Sector Region inviting the Tender), a company registered under Indian Companies Act 1956,

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	with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI – 110 049, or its Power Sector Northern Region Office or its Authorized Officers or its Site Engineers or other employees authorized to deal with any matters with which these persons are concerned on its behalf.
<b>10.16.2</b>	“EXECUTIVE DIRECTOR” or “GENERAL MANAGER (In- charge)” or “GENERAL MANAGER” shall mean the Officer in Administrative charge of the Power Sector Northern Region (PSNR)
<b>10.16.3</b>	“COMPETENT AUTHORITY” shall mean BHEL Officers who are empowered to act on behalf of BHEL.
<b>10.16.4</b>	“ENGINEER” or “ENGINEER IN CHARGE” shall mean an Officer of BHEL as may be duly appointed and authorized by BHEL to act as “Engineer” on his behalf for the purpose of the Contract, to perform the duty set forth in this Conditions of Contract and other Contract documents. The term also includes ‘CONSTRUCTION MANAGER’ or ‘SITE INCHARGE’ as well as Officers at Site or at the Headquarters of the respective Power Sector Regions. Where the measurement, verification, completion, certification and/or approval of any work or document is involved the “Engineer” or “Engineer Incharge” shall include the Officer duly appointed and authorized by Customer and/or his Consultant on his behalf for the said purposes.
<b>10.16.5</b>	“SITE” shall mean the places or place at which the plants/equipments are to be erected and services are to be performed as per the specification of this Tender.
<b>10.16.6</b>	“CLIENT OF BHEL” or “CUSTOMER” shall mean the project authorities with whom BHEL has entered into a contract for supply of equipments or provision of services.
<b>10.16.7</b>	“CONTRACTOR” shall mean the successful Bidder/Tenderer who is awarded the Contract and shall include the Contractor’s successors, heirs, executors, administrators and permitted assigns.
<b>10.16.8</b>	“CONTRACT” or “CONTRACT DOCUMENT” shall mean and include the Agreement of Work Order, the accepted appendices of Rates, Schedules, Quantities if any, Offer submitted by contractor including acceptance to General Conditions of Contract, Special Conditions of Contract, Instructions to the Tenderers, Drawings, Technical Specifications, the Special Specifications if any, the Tender documents, subsequent amendments /corrigendum to Tender mutually agreed upon and the Letter of Intent/Award/Acceptance issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or subsequent letters shall not form part of the contract unless, specifically accepted in writing by BHEL in the Letter of Intent/Award and incorporated in the agreement or amendment thereof.
<b>10.16.9</b>	“GENERAL CONDITIONS OF CONTRACT” shall mean the ‘Instructions to Tenderers’ and ‘General Conditions of Contract’ pertaining to the work for which above tenders have been called for.
<b>10.16.10</b>	“TENDER SPECIFICATION” or “TENDER” or “TENDER DOCUMENTS” shall mean General Conditions, Common Conditions, Special Conditions, Price Bid, Rate Schedule, Technical Specifications, Appendices, Annexures, Corrigendum, Amendments, Forms, Procedures, Site information etc. and drawings/documents pertaining to the work for which the tenderers are required to submit their offers. Individual specification number will be assigned to each Tender Specification.
<b>10.16.11</b>	“LETTER OF AWARD” shall mean the intimation by a Letter/Fax/email to the successful bidder, stating the amount of award, the award date and that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all terms and conditions of the contract are applicable from this date.

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<b>10.16.12</b>	"COMPLETION TIME" shall mean the period by 'date/month' specified in the 'Letter of Intent/Award' or date mutually agreed upon for handing over of the intended scope of work, the erected equipment/plant which are found acceptable by the Engineer, being of required standard and conforming to the specifications of the Contract.
<b>10.16.13</b>	"PLANT" shall mean and connote the entire assembly of the plant and equipment covered by the contract.
<b>10.16.14</b>	"EQUIPMENT" shall mean equipment, machineries, materials, structural, electricals and other components of the plant covered by the contract.
<b>10.16.15</b>	"TESTS" shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the contractor or part thereof.
<b>10.16.16</b>	"APPROVED", "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL or Customer/ Consultant.
<b>10.16.17</b>	"WORK or CONTRACT WORK" shall mean and include supply of all categories of labour, specified consumables, tools and tackles and Plants required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipments to the entire satisfaction of BHEL.
<b>10.16.18</b>	"SINGULAR AND PLURALS ETC" words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting the masculine Gender shall be taken to include the feminine Gender and words imparting persons shall include any Company or Associations or Body of Individuals, whether incorporated or not.
<b>10.16.19</b>	"HEADING" – The heading in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken as instructions thereof or of the contract.
<b>10.16.20</b>	"MONTH" shall mean calendar month unless otherwise specified in the Tender.
<b>10.16.21</b>	'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of twenty-four (24) hours each. A Week shall mean continuous period of seven (7) days.
<b>10.16.22</b>	"COMMISSIONING" shall mean the synchronization testing and achieving functional operation of the Equipment with associated system after all initial adjustments, trials, cleaning, re-assembly required at site if any, have been completed and Equipment with associated system is ready for taking into service.
<b>10.16.23</b>	"WRITING" shall include any manuscript type written or hand written or printed statement or electronically transmitted messages, under the signature or seal or transmittal of BHEL.
<b>10.16.24</b>	"TEMPORARY WORK" shall mean all temporary works for every kind required in or for the execution, completion, maintenance of the work
<b>10.16.25</b>	'CONTRACT PRICE' or 'CONTRACT VALUE' shall mean the Lumpsum price quoted by the Contractor in his Bid Proposal with additions and deletions as may be agreed and incorporated in the Contract Agreement, for the scope of the works shall be treated as the Contract Price.
<b>10.16.26</b>	VOID
<b>10.16.27</b>	"COMMENCEMENT DATE" or "START DATE" shall mean the commencement/start of work at Site as per terms defined in the Tender

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<b>10.16.28</b>	"SHORT CLOSING" or "FORE CLOSING" of Contract shall mean the premature closing of Contract on mutually agreed terms between BHEL and the contractor.
<b>10.16.29</b>	"TERMINATION" of Contract shall mean the premature closing of contract due to reasons as mentioned in the contract / termination notice.
<b>10.16.30</b>	"DE MOBILIZATION" shall mean the temporary winding up of Site establishment by Contractor leading to suspension of works temporarily for reasons not attributable to the contractor
<b>10.16.31</b>	"RE MOBILIZATION" shall mean the resumption of work with all resources required for the work after demobilization
<b>10.17</b>	<b>LAW GOVERNING THE CONTRACT AND COURT JURISDICTION</b> The contract shall be governed by the Law for the time being in force in the Republic of India. Subject to clause 10.32.1.1 of this contract, the Civil Court having original Civil Jurisdiction at Delhi shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.
<b>10.18</b>	<b>ISSUE OF NOTICE</b>
<b>10.18.1</b>	<b>Service of notice on Contractor</b> Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by Registered Post/Speed Post/E-Mail to or leaving the same at the Contractor's last known address of the principal place of business (or in the event of the contractor being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Contractor to BHEL. Such posting or leaving of the notice shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.
<b>10.18.2</b>	<b>Service of notice on BHEL</b> Any notice to be given to BHEL in-charge/Region under the terms of the Contract shall be served by sending the same by post to or leaving the same at BHEL address or changed address as notified in writing by BHEL to the Contractor.
<b>10.19</b>	<b>USE OF LAND</b> No land belonging to BHEL or their Customer under temporary possession of BHEL shall be occupied by the contractor without written permission of BHEL.
<b>10.20</b>	<b>COMMENCEMENT OF WORK</b>
<b>10.20.1</b>	The contractor shall commence the work as per the time indicated in the Letter of Award from BHEL and shall proceed with the same with due expedition without delay.
<b>10.20.2</b>	If the contractor fails to start the work within stipulated time as per LOA or as intimated by BHEL, then BHEL at its sole discretion will have the right to cancel the contract. The Earnest Money and/or Security Deposit with BHEL shall stand forfeited without any further reference to him, without prejudice to any and all of BHEL's other rights and remedies in this regard.
<b>10.20.3</b>	All the work shall be carried out under the direction and to the satisfaction of BHEL.
<b>10.21</b>	<b>MEASUREMENT OF WORK AND MODE OF PAYMENT:</b>
	<b>10.21.1</b> All payments due to the contractors shall be made by e mode only, unless otherwise found operationally difficult for reasons to be recorded in writing.  <b>10.21.2</b> For progress running bill payments: - The Contractor shall present detailed measurement sheets in triplicate, duly indicating all relevant details based on technical documents and connected drawings for work done during the month/period



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	<p>under various categories in line with terms of payment as per contract. The basis of arriving at the quantities, weights shall be relevant documents and drawings released by BHEL. These measurement sheets shall be prepared jointly with BHEL Engineers and signed by both the parties.</p> <p><b>10.21.3</b> These measurement sheets will be checked by Engineer and quantities and percentage eligible for payment under various groups shall be decided by Engineer. The abstract of quantities and percentage so arrived at based on the terms of payment shall be entered in Measurement Book and signed by both the parties.</p> <p><b>10.21.4</b> Based on the above quantities, contractor shall prepare the bills, along with statutory documents, in prescribed format and work out the financial value. These will be entered in Measurement Book and signed by both the parties. Payment shall be made by BHEL as per the Terms of Payment after effecting the recoveries due from the contractor.</p> <p><b>10.21.5</b> All recoveries due from the contractor for the month/period shall be effected in full from the corresponding running bills unless specific approval from the competent authorities is obtained to the contrary.</p> <p><b>10.21.6</b> Measurement shall be restricted to that portion of work for which it is required to ascertain the financial liability of BHEL under this contract.</p> <p><b>10.21.7</b> The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the Contractor. Wherever required, the Customer and/or his Consultant through his authorized representative shall also participate in the joint measurement.</p> <p><b>10.21.8</b> The Contractor shall bear the expenditure involved if any, in making the measurements and testing of materials to be used/ used in the work. The contractor shall, without extra charges, provide all the assistance with appliances and other things necessary for measurement.</p> <p><b>10.21.9</b> If at any time due to any reason whatsoever, it becomes necessary to re-measure the work done in full or in part, the expenses towards such re measurements shall be borne by the contractor unless such re-measurements are warranted for reasons not solely attributable to contractor.</p> <p><b>10.21.10</b> Passing of bills covered by such measurements does not amount to acceptance of the completion of the work measured. Any left out work has to be completed, if pointed out at a later date by BHEL, Customer or his Consultant.</p> <p><b>10.21.11</b> Final measurement bill shall be prepared in the final bill format prescribed for the purpose by BHEL based on the certificate issued by BHEL Engineer that entire works as stipulated in tender specification has been completed in all respects to the entire satisfaction of BHEL. Contractor shall give "No Claim Certificate". All the tools and tackles loaned to him should be returned in satisfactory condition to BHEL. The abstract of final quantities and financial values shall also be entered in the</p>
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	Measurement Books and signed by both parties to the contract. The Final Bill shall be prepared and paid within a reasonable time after completion of work.
<b>10.22</b>	<b>RIGHTS OF BHEL</b> 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 contractor for any compensation.
<b>10.22.1</b>	To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to meet BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergent reasons/ BHEL's obligation to its customer.  In case of inadequate manpower deployed by the contractor, BHEL reserves the right to deploy additional manpower to meet the inadequacy through any other agency for expediting activities in the interest of the project. Supplied manpower shall be put on job by the contractor and payments and other statutory compliances related to manpower shall be the contractor's responsibility. In case of contractor's failure to fulfill his obligations in respect of such manpower, BHEL reserves the right to take necessary action as per contract conditions.
<b>10.22.2.1</b>	To terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' (this period can be reduced in case of urgency or increased otherwise) by BHEL in any of the following cases: <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 which 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) Termination of Contract on account of any other reason(s) attributable to Contractor.</li> <li>v) Assignment, transfer, subletting of Contract without BHEL's written permission.</li> <li>vi) Non-compliance to any contractual condition or any other default attributable to Contractor.</li> </ul> <p>Risk &amp; Cost Amount against Balance Work:  Risk &amp; Cost amount against balance work shall be calculated as follows:  Risk &amp; Cost Amount= [(A-B) + (A x H/100)]  Where,</p> <p>A= Value of Balance scope of Work (*) as per rates of new contract  B= Value of Balance scope of Work (*) as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of Price Adjustment &amp; ORC, if any.</p>

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	<p>H = Overhead Factor to be taken as 5</p> <p>In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).</p> <p>* Balance scope of work (in case of termination of contract): Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work for calculating risk &amp; cost amount.</p> <p>Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.</p> <p>Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.</p> <p>Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose.</p> <p>Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.</p> <p>However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.</p> <p>NOTE: Incase portion of work is being withdrawn at risk &amp; cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work' for calculating Risk &amp; Cost amount.</p> <p><b><u>LD against delay in executed work in case of Termination of Contract:</u></b></p> <p>LD against delay in executed work shall be calculated in line with LD clause no. 10.22.9 of TCC, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.</p> <p>Method for calculation of "LD against delay in executed work in case of termination of contract" is given below.</p> <ol style="list-style-type: none"> <li>i) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1</li> <li>ii) Let the value of executed work till the time of termination of contract= X</li> <li>iii) Let the Total Executable Value of work for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y</li> <li>iv) Delay in executed work attributable to contractor i.e. <math>T2 = [1 - (X/Y)] \times T1</math></li> </ol>
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	v) LD shall be calculated in line with LD clause (clause 10.22.9) of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.
<b>10.22.2.2</b>	In case Contractor fails to deploy the resources as per requirement, BHEL can deploy own/hired/otherwise arranged resources at the risk and cost of the contractor and recover the expenses incurred from the dues payable to contractor. Recoveries shall be actual expenses incurred plus 5% overheads or as defined in TCC
<b>10.22.3</b>	<p>Whenever any Claim or Claims for payment of any sum of money(s) arises under this or any other contract against the contractor, BHEL shall be entitled to withhold and also have a lien to retain such sum of money(s) in whole or in part from any money(s) payable to contractor and/or security deposits furnished or deducted in cash from the bills of contractor, (if any) under this contract. In the event of the securities or the amounts payable to Contractor, being insufficient to cover BHEL claims, then BHEL shall be entitled to withhold and have a lien to the extent of such claims from any sum or sums found payable or which at any time thereafter may become payable to the contractor under this or any other contract with BHEL.</p> <p>Claim or Claims for payment of any sum of money(s) arising from the Contractor under this or any other contract against the contractor, shall mean, the sum of money(s) actually incurred by BHEL in fulfilling the contractual responsibilities of contractor under the contract, to which he has failed to fulfill plus applicable overheads (@ 5%) along with interest as applicable under the Contract on total amount (i.e. money actually incurred plus overheads).</p> <p>Where the contractor is a partnership firm, BHEL shall be entitled to withhold and also have a lien to retain towards such claims in whole or in part, from any other sums payable to any partner, as the case may be, whether in his individual capacity or otherwise.</p> <p>It is an agreed term of the contract that, the sum or sums of money so withheld or retained under the lien by BHEL will be kept withheld or retained as such by BHEL till the claims arising out of this or any other contract is finally determined by arbitration (if the contract(s) is governed by Arbitration) or a Court of competent jurisdiction as the case may be in accordance with the terms of contracts involved. Intimation given by the BHEL Engineer regarding withholding of such money(s) shall be considered as sufficient and relevant date for all purposes.</p>
<b>10.22.4</b>	To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customer are terminated for any reason, whatsoever.
<b>10.22.5</b>	<p><b>Recoveries arising out of Risk &amp; Cost and LD or any other recoveries due from Contractor</b></p> <p>Following sequence shall be applicable for recoveries from contractor:</p> <p>a) Dues available in the form of Bills payable to contractor, SD, BGs against the same contract.</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>

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	<p>i) Dues payable to contractor against other contracts in the same Region shall be considered for recovery.</p> <p>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>iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.</p>
<b>10.22.6</b>	While every endeavor will be made by BHEL to this end, they (BHEL) cannot guarantee uninterrupted work due to conditions beyond their control. The Contractor will not be entitled for any compensation/extra payment on this account unless otherwise specified elsewhere in the contract.
<b>10.22.7</b>	<p>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:</p> <p>i)           suspension of work(s) at a Project either by BHEL or Customer,</p> <p style="text-align: center;">OR</p> <p>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</p> <p>In such cases, charges towards demobilization and remobilization shall be paid as decided by BHEL only after successful remobilization by contractor at site. BHEL's decision in this regard 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 get the balance works done at the Risk &amp; Cost of the Contractor. 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.</p>
<b>10.22.8</b>	<p>In the unforeseen event of inordinate delay in receipt of materials, drawings, fronts etc. due to which inordinate discontinuity of work is anticipated, BHEL on its own or contractor's request at its discretion may consider to short close the contract in any of the following cases:</p> <p>The balance works (including but not limited to Trial Operation, PG Test etc.) are minor vis a vis the scope of work envisaged as per the contract.</p>
<b>10.22.9</b>	<p><b>LIQUIDATED DAMAGES/PENALTY</b> (in line with clause no 20.1.2, section-IV of GCC)</p> <p>At the end of total work completion as certified by BHEL Engineer, and upon analysis of the total delay, the portion of time extensions attributable to (i) Contractor alone, (ii) Force majeure conditions, and (iii) BHEL, shall be worked out. The total period of time extensions shall be the sum of (i), (ii) and (iii) above and shall be equal to period between the scheduled date of completion and the actual date of completion of contract. LD shall be imposed/levied for the portion of time extensions solely attributable to contractor and recoverable from the dues payable to the contractor.</p>

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	<p>Wherever, the delay is found solely attributable to contractor as per foregoing para, BHEL shall have the right to impose Liquidated Damage/Penalty at the rate of 1/4% (Quarter Percent) of the total contract price per week of delay or part thereof for a period of four (4) weeks delay. subsequently LD shall be levied @1/2% (half percent) of total contract price per week of delay or part thereof. The total amount of liquidated damages due to delay shall be subject to a maximum of ten percent (10%) of the total contract price plus GST.</p> <p>Note:</p> <ol style="list-style-type: none"> <li>LD clauses as above are only related to LD for delay.</li> <li>Customer/HPGCL Customer Tender GCC clauses 20.2, 20.3 and 20.4 shall also be applicable in case of Performance guarantee of NDCT specified at execution stage as per customer contract.</li> <li>Any other penalty as imposed by customer with regard to delay in completion of NDCT package will be attributable to Contractor.</li> </ol>
<b>10.23</b>	<p><b>RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS ETC.</b></p> <p>The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc. The subcontractor shall fully indemnify BHEL against any claims of whatsoever nature arising due to the failure of the contractor in discharging any of his responsibilities hereunder:</p>
<b>10.23.1</b>	As far as possible, Unskilled Workers shall be engaged from the local areas in which the work is being executed.
<b>10.23.2</b>	The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals and religious and other customs.
<b>10.23.3</b>	The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations, Notifications etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Disputes Act, Employers Provident Act, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Bonus & Gratuity Act, Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996, The Building and Other Construction Workers' Welfare Cess Act 1996 and other Acts, Rules, and Regulations for labour/workers as applicable and amended or as may be enacted by the State Government and Central Govt. during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also comply with provisions of and give all such notices to the local Governing Body, Police and other relevant Authorities as may be required by the Law.
<b>10.23.4</b>	The Contractor shall obtain independent License under the Contract Labour (Regulations and Abolition) Act, 1970 for engaging contract labour as required from the concerned Authorities based on the certificate (Form- V or as applicable) issued by the Principal Employer/Customer.
<b>10.23.5</b>	The contractor shall pay and bear all taxes, fees, license charges, Cess, duties, deposits, tolls, royalties, commission or other charges which may be leviable on account of his operations in executing the contract.

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<b>10.23.6</b>	While BHEL would pay the inspection fees and Registration fees of Boiler/Electrical Inspectorate, all other arrangements for periodical site visits by the Inspectorate to site, Inspection certificate etc. will have to be made by contractor. However, BHEL will not make any payment to the Inspectorate in connection with contractor's Welders / Electricians qualification tests etc.
<b>10.23.7</b>	Contractor shall be responsible for provision of Health and Sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act), Safety precautions etc. as may be required for safe and satisfactory execution of contract.
<b>10.23.8</b>	The contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.
<b>10.23.9</b>	The contractor shall be responsible for the proper behavior and observance of all regulations by the personnel employed by him.
<b>10.23.10</b>	The contractor shall ensure that no damage is caused to any person/property of other parties working at site through the actions of his personnel and/or his works. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same to the aggrieved party. BHEL shall generally maintain a valid insurance for any T&P issued to the Contractor. However, it shall be the responsibility of the Contractor to verify that the insurance of any T&P issued is valid before putting it to use. If the insurance of the T&P is not valid same shall be immediately informed by the Contractor to BHEL and T&P shall not be used henceforth under any circumstance. Contractor shall be liable for any liability and/ or damages arising out of use of uninsured T&P.
<b>10.23.11</b>	All the properties/equipment /components of BHEL/its Client loaned with or without deposit to the contractor in connection with the contract shall remain properties of BHEL/its Client.
<b>10.23.12</b>	The contractor shall use such properties for the purpose of execution of this contract. All such properties/equipment /components shall be deemed to be in good condition when received by the contractor unless he notifies within 48 hours to the contrary. The contractor shall return them in good condition as and when required by BHEL/its Client. In case of non-return, loss, damage, repairs etc. the cost thereof as may be fixed by BHEL Engineer will be recovered from the contractor.
<b>10.23.13</b>	In case the contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon, if the item rates are not mentioned in existing contract.
<b>10.23.14</b>	Any accumulated delay in execution of works/or non-achievement of periodical targets due to the reasons attributable to the contractor, shall to be compensated by the contractor either by increasing manpower and resources or by working extra hours and/or by working more than one shift. All these are to be carried out by the contractor at no extra cost whatsoever to BHEL.
<b>10.23.15</b>	The contractor shall arrange and coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
<b>10.23.16</b>	Contractor shall maintain highest standards of safety without fail, at all time during the execution of contract. All safety rules and codes applied by the Client/BHEL at site

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	<p>shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards, slings etc. or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards or any kind of safety hazard. Due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of Clerical staff, watch and ward, store keepers shall be deployed to take care of equipment/materials and construction tools and tackles at site by the contractor till the completion of work under this contract.</p> <p>The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices.</p> <p>Contractor has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by BHEL/Customer. The contractor has to assist in HSE audit by BHEL/Customer and submit compliance Report. The contractor has to generate and submit record/reports as per HSE plan/activities as per instruction of BHEL/Customer.</p>
<b>10.23.17</b>	<p>The contractor shall be directly responsible for payment of wages to his workmen. A pay roll sheet giving all the payments given to the workers and duly signed by the contractor's representative shall be furnished to BHEL site for record purpose. Contractor shall create awareness amongst their workforce by helping &amp; encouraging in opening bank accounts and to encourage them to adopt digital mode of transactions. While releasing wages/ salary to their workers/ supervisors/ staff, Contractor shall comply with the GOI's guidelines for maximizing such transactions through Non-Cash / digital means.</p>
<b>10.23.18</b>	<p>In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.</p>
<b>10.23.19</b>	<p>No idle charges will be admissible in the event of any stoppage caused in the work for any reason where, contractor's labour and Tools &amp; Plants are rendered idle at any time.</p>
<b>10.23.20</b>	<p>The contractor shall take all reasonable care to protect the materials and work till such time the plant/equipment has been taken over by BHEL or their Client as per Contract.</p>
<b>10.23.21</b>	<p>The contractor shall not stop the work or abandon the site upon arising of any dispute related to this contract or for any reason whatsoever, excepting force majeure conditions. All such disputes shall be separately discussed and settled without</p>

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	affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly.
<b>10.23.22</b>	The contractor shall keep the area of work clean and shall remove the debris etc. while executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses including overheads @ 5% shall be recovered from the contractor.
<b>10.23.23</b>	The contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and/ or as per the instructions of the Engineer
<b>10.23.24</b>	The Contractor will take all necessary precautions and due care to protect the BHEL T&Ps, IMTEs and MMDs while in his custody, from any damage/ loss till the same is handed over back to BHEL. In case any damage / loss is caused while the T&P has been in the custody of contractor, the Contractor shall be liable to get them repair/ replace immediately and in case of his failure to do so within a reasonable time, BHEL shall recover the loss from the contractor along with overheads @ 5% as per contract.
<b>10.23.25</b>	<p>For all works having contract value of Rs. 5,00,000/- or above, BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/ permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.</p> <p>a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.</p> <p>b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL Units/ Offices/ townships and premises/ Project Sites.</p> <p>c) Compensation in respect of each of the victims:</p>



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	<p>i. In the event of death or permanent disability resulting from Loss of both limbs: Rs. 10,00,000/- (Rs. Ten Lakh).</p> <p>ii. In the event of other permanent disability: Rs.7,00,000/- (Rs. Seven Lakh)</p> <p>d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (I) of the Employee's Compensation Act, 1923.</p>
<b>10.23.26</b>	Contractor shall be fully responsible for their T&Ps and other material mobilized at site. In any case, BHEL shall not be liable for any damage/loss/misuse of any item(s) belong to the contractor.
<b>10.24</b>  <b>10.24.1</b>	<p><b>EXECUTION PLAN, PROGRESS MONITORING, MONTHLY REVIEW AND PERFORMANCE EVALUATION:</b></p> <p>A tentative plan/ programme for completion of the contractual scope of work as per the time schedule given in the contract shall be made jointly by BHEL and Contractor, before commencement of work. The above programme shall be supported by month wise deployment of resources viz Manpower, T&amp;P, Consumables, etc. Progress will be reviewed periodically (Daily/Weekly/Monthly) vis-à-vis this jointly agreed programme.</p> <p>Subsequently, every month, quarterly rolling plan will be made by BHEL based on budgeted targets. Monthly plan in F-14 format shall be drawn from this Quarterly plan. Monthly plan shall necessarily include activities required for achieving targets/ milestones unless inputs/ fronts are not available. While planning and arriving on asking rate all available inputs shall be taken into consideration.</p> <p>Vendor will be required to execute the monthly plan in that month and will make additional efforts to minimize the cumulative shortfall attributable to him up to the month.</p> <p>BHEL may require monthly work plan up to one and half times of average monthly value and demand matching manpower. Where, Average Monthly Value = Total Contract Value (as per latest revision) / Period of Contract (in months)</p> <p>Provided, this requirement is reflected in the rolling quarterly plan two months in advance.</p> <p>If the Contractor refuses to sign the F-14 format, those F-14 formats requiring Contractor's signature shall be deemed to have been signed and accepted by the Contractor, if communicated to the Contractor through email or any other mode as stated in clause 10.18.1.</p> <p>The Contractor shall submit periodical progress reports (Daily/Weekly/Monthly) and other reports/information including manpower, consumables, T&amp;P mobilization etc. as desired by BHEL.</p>

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<b>10.24.2</b>	Monthly progress review between BHEL and Contractor shall be based on the agreed programme as above, availability of inputs/fronts etc., and constraints if any, as per prescribed formats (i.e. Form F-14). Manpower, T&P and consumable reports as per prescribed formats shall be submitted by contractor every month. Release of RA Bills shall be contingent upon certification by BHEL Site Engineer of the availability of the above prescribed formats duly filled in and signed.
<b>10.24.3</b>	The Onus to establish that any delay in execution of contract is not attributable to the contractor shall be on the contractor himself. The monthly progress review shall record shortfalls attributable to (i) Contractor, (ii) Force Majeure Conditions, and (iii) BHEL, in Form-14.
<b>10.24.4</b>	Performance of the Contractor shall be assessed as per prescribed formats and shall form the basis for 'Assessment of Capacity of Bidder' for future BHEL Tenders where the Contractor is a bidder. BHEL reserves the right to revise the evaluation formats during the course of execution of the works.
<b>10.25</b>	<b>TIME OF COMPLETION</b>
<b>10.25.1</b>	The time schedule shall be as prescribed in the Contract. The time for completion shall be reckoned from the date of commencement of work at Site as certified by BHEL Engineer.
<b>10.25.2</b>	Time being the essence of the contract, the entire work shall be completed by the contractor within the time schedule or within such extended periods of time as may be allowed by BHEL under clause 10.26
<b>10.26</b>	<b>EXTENSION OF TIME FOR COMPLETION</b>
<b>10.26.1</b>	If the completion of work as detailed in the scope of work gets delayed beyond the contract period, the contractor shall request for an extension of the contract and BHEL at its discretion may extend the Contract.
<b>10.26.2</b>	Based on the F-14 formats, the works balance at the end of original contract period less the backlog attributable to the contractor shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the contractor is bound to complete the portion of backlog attributable to the contractor. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly.
<b>10.26.3</b>	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 at the risk and cost of contractor. Any grant of extension shall be without



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	prejudice to BHEL right to claim compensation in addition to Liquidated Damages, in accordance with the provisions under the Indian Contract Act, 1872.
<b>10.26.4</b>	Planning, progress monitoring, monthly review and performance monitoring shall be carried out as per clause 10.24 of GCC.
<b>10.27</b>	<b>QUANTITY VARIATION</b> Not Applicable.
<b>10.28</b>	<b>EXTRA WORKS</b> Not Applicable (Contract is on EPC basis, hence no extra works envisaged)
<b>10.29.1</b>	<b>INSURANCE</b>  BHEL/ customer shall arrange comprehensive insurance policy for total supply & services for main equipment/ system covering transit risks & loss, destruction or damage during handling at site, storage, civil works, erection, testing and commissioning up to trial operation/ completion of unit(s) including theft, sabotage, fire, lightning and other natural calamities.
<b>10.29.2</b>	It is the sole responsibility of the contractor to insure his materials, equipment, workmen etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client /BHEL in the area of project which are in force from time to time will have to be followed by the contractor.
<b>10.29.3</b>	If due to negligence and or non-observation of safety and other precautions by the contractors, any accident/injury occurs to the property / manpower belonging to third party, the contractor shall have to pay necessary compensation and other expense, if so decided by the appropriate authorities.
<b>10.29.4</b>	The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss due to theft or otherwise till the same is taken over by BHEL or customer as per Contract. For lodging / processing of insurance claim, the contractor will submit necessary documents. BHEL will recover the loss including the deductible franchise from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to Police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL for taking up with insurance. However, this will not relieve the contractor of his contractual obligation for the material in his custody. BHEL shall recover from the contractor, the amount remaining balance, after adjusting the money received under insurance claim including the deductible franchise along with overhead @5%.
<b>10.29.5</b>	Bidder have to take insurance covers for their T&P, workmen etc. prior to start of work and they shall make available the policy to Construction Manager, BHEL for necessary

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	verification before start of work. However, irrespective of such verification/ acceptance, sole responsibility to maintain adequate insurance cover at all times during the period of contract shall lie with the successful bidder. Regarding aforesaid insurance cover, the successful bidder shall directly deal with the insurance company for all matters regarding the insurance in his scope.
<b>10.29.6</b>	Successful bidder shall timely intimate dispatches/ discrepancy during contract operation, to the underwriter. The name of the underwriter and Policy Number shall be intimated in due course of time.
<b>10.29.7</b>	In case the damage/ loss/ theft of materials are attributable to negligence/ failure in discharging the duties and obligations of the successful bidder, the expenses incurred for repair/ replacement of such components in excess of the amount realized from the underwriters shall be recovered from the successful bidder.
<b>10.29.8</b>	In case the claim is summarily rejected by the underwriters, the entire cost of repair/ replacement will be borne by the successful bidder along with overheads @5%.
<b>10.29.9</b>	It will be responsibility of the successful bidder to replenish the items lost/ damaged in time without hampering the schedule of work and without waiting for settlement of insurance claim. Amount received from the underwriters on settlement of insurance claim shall be passed on to the successful bidder as and when available.
<b>10.30.1</b>	<p><b>STRIKES &amp; LOCKOUT</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, BHEL shall have the right to get the work executed through any other agencies at risk and cost of contractor under Clause 10.22.</p>
<b>10.30.2</b>	For all purposes whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL.
<b>10.31</b>	<b>FORCE MAJEURE</b> – As per Vol-IIB, clause no 22.0 of Volume-I GCC (Clause no 22.0 to Clause no 22.6)
<b>10.32</b>	<b>ARBITRATION &amp; CONCILIATION</b>
<b>10.32.1</b>	<b>ARBITRATION:</b>
<b>10.32.1.1</b>	Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 10.32.2 herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice').

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	<p>The Notice by the Contractor shall be addressed to the Head of the Power Sector Northern Region and shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. Within 60 days of receipt of the complete Notice, the Head of the BHEL Power Sector Northern Region shall offer names of three proposed Arbitrators to the invoking Party advising him to choose any one of the three names to be appointed as Sole Arbitrator. On getting confirmation from the invoking Party regarding the Arbitrator chosen from among the names so offered, both the parties shall jointly appoint such chosen person as the Sole Arbitrator for conducting the arbitration. The language of arbitration shall be English.</p> <p>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 in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be New Delhi. The Contract shall be governed by and be construed as per provisions of the laws of India.</p>
<b>10.32.1.2</b>	<p>In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs &amp; Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 and as amended from time to time.</p>
<b>10.32.1.3</b>	<p>Both Parties shall bear the fees of Arbitral Tribunal, for their respective Claims/ Counter Claims furnished by them, before the arbitral Tribunal, subject to the award passed by the arbitrator regarding the Cost.</p>
<b>10.32.1.4</b>	<p>Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance, the performance of its obligations under this Contract with due diligence and expedition in a professional manner, without affecting the progress of work at site in any manner whatsoever, unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.</p>
<b>10.32.2</b>	<p><b>CONCILIATION:</b></p> <p>If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.</p> <p>Notes:</p> <ol style="list-style-type: none"> <li>1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.</li> <li>2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.</li> </ol>

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	<p>The proceedings of Conciliation shall be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure 2.3 of 'Forms and Procedure'. The Procedure 2.3 together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this TCC.</p> <p>The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Procedure 2.3 of "<b>Forms and Procedure</b>" from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure 2.3 with effect from the date as intimated by BHEL to it.</p>
<b>10.32.3</b>	<p><b>No Interest payable to Contractor</b></p> <p>Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills, Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.</p>
<b>10.33</b>	<p><b>PAYMENTS</b></p> <p>Payments to Contractors are made in any one of the following forms: -</p>
<b>10.33.1</b>	<p><b>Running Account Bills (RA Bills)</b></p> <ol style="list-style-type: none"> <li>i) These are for interim payments when the contracts are in progress. The bills for such interim payments are to be prepared by Contractor in prescribed formats (RA Bill forms).</li> <li>ii) Payments shall be made according to the extent of work done as per measurements taken up to the end of the calendar month and in line with the terms of payments described in the Tender documents.</li> <li>iii) Recoveries on account of electricity, water, statutory deductions etc. shall be made as per terms of contract.</li> <li>iv) BBU Rate for the Work done shall be allowed only if the quantum of work has been done as per the specifications stipulated in the contract. If the work is not executed as per the stipulated specifications, BHEL may ask the contractor to redo the work according to the required specifications, without any extra cost. However, where this is not considered necessary 'OR' where the part work is done due to factors like non-availability of material to be supplied by BHEL 'OR' non availability of fronts 'OR' non availability of drawings, fraction payment against full rate, as is considered reasonable, may be allowed with due regard for the work remaining to be done. BHEL decision in this regard will be final and binding on the contractor.</li> </ol>
<b>10.33.2</b>	<p><b>Final Bill</b></p> <p>Final Bill' is used for final payment on closing of Running Account for works or for single payment after completion of works. 'Final Bill' shall be submitted as per prescribed format of BHEL after completion of works as per scope and upon material reconciliation, along with the following:</p> <ol style="list-style-type: none"> <li>i) 'No Claim Certificate' by Contractor</li> <li>ii) Clearance certificates where ever applicable viz. Clearance Certificates from Customer, various Statutory Authorities like Labour department, PF Authorities, Commercial Tax Department etc.</li> <li>iii) Indemnity Bond as per prescribed format.</li> </ol>

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	<p>iv) In case, BHEL and Contractor fail to arrive on consensus regarding the final bill amount, Contractor shall separately record his claims, before passing of final bill, for which he wish to keep his rights open for further adjudication.</p> <p>It shall be Contractor's responsibility to make himself aware about the prescribed formats, which he shall be required to complete for processing of final bill. BHEL shall settle the final bills after deducting all liabilities of Contractor to BHEL.</p>
<b>10.34</b> <b>10.34.1</b>	<p><b>PERFORMANCE GUARANTEE FOR WORKMANSHIP</b></p> <p>Even though the work will be carried out under the supervision of BHEL Engineers the Contractor will be solely 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 works 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 shall proceed to undertake the repairs of such defective works at the Contractor's risk and cost, without prejudice to any other rights of BHEL. All the expenses incurred by BHEL on this account along with overhead @ 5% shall be recovered from the Security Deposit.</p>
<b>10.34.2</b>	<p>BHEL shall release the Security Deposit subject to the following</p> <ul style="list-style-type: none"><li>i) Contractor has submitted 'Final Bill'</li><li>ii) Guarantee period as per contract has expired</li><li>iii) Contractor has furnished 'No Claim Certificate' in specified format</li><li>iv) BHEL Site Engineer/Construction Manager has furnished the 'No Demand Certificate' in specified format</li><li>v) Contractor has carried out the works required to be carried out by him during the period of Guarantee and all expenses incurred by BHEL on carrying out such works is included for adjustment from the Security Deposit refundable.</li></ul>
<b>10.35</b>	<p><b>CLOSING OF CONTRACTS</b></p> <p>The Contract shall be considered completed and closed upon completion of contractual obligations and settlement of Final Bill or completion of Guarantee period whichever is later. Upon closing of Contract, BHEL shall issue a performance/ experience certificate as per standard format, based on specific request of Contractor as per extant BHEL guidelines.</p>
<b>10.36</b>	<p><b>SUSPENSION OF BUSINESS DEALINGS</b></p> <p>BHEL reserves the right to take action against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time</p>
<b>10.37</b>	<p><b>LIMITATION ON LIABILITY:</b></p> <p>Notwithstanding anything to the contrary in this Agreement or the Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the total Contract Value. The Supplier in no case shall be liable for loss of profit or special, punitive, exemplary, indirect or consequential losses whatsoever beyond the total Contract Value. This shall not be applicable on the recoveries arising out of Risk and Cost, recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&amp;P etc. due from the contractor.</p>

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<b>10.38</b>	<b>OTHER ISSUES</b>
<b>10.38.1</b>	Value of Non judicial Stamp Paper for Bank Guarantees and Contract Agreement shall not be less than Rs 100/- unless otherwise required under relevant statutes in force at the relevant times.
<b>10.38.2</b>	<b>SAFETY CODE</b>
<b>10.38.2.1</b>	<b>The contractor shall comply with following towards Safety and Social Accountability as per Customer Contract Conditions.</b>
<b>10.39</b>	<b>COMPLETION OF WORK AND COMMENCEMENT OF GURANNTIE PERIOD</b>
<b>10.39.1</b>	The works shall be completed to the entire satisfaction of the Engineer and in accordance with the completion schedule as specified in the Contract, and all unused stores and materials, tools, plant, equipment, temporary buildings, site office, labor hutments and other things shall be removed and the site and work cleared of rubbish and all waste materials and delivered up clean and tidy to the satisfaction of the Engineer at the Contractor's expenses.
<b>10.39.2</b>	BHEL shall have power to take over from the Contractor from time to time such sections of the work as have been completed to the satisfaction of the Engineer. Such work however shall not be treated as have been completed until the extra / pending works are executed to the satisfaction of Engineer.
<b>10.39.3</b>	The Engineer shall certify to the contractor the date on which the work is completed and the date thereof for commencement of Guarantee Period. Guarantee Period shall be as per the customer tender terms & conditions detailed at clause no 35.0 "Warranty" of Vol-IB, Volume-I, Section-IV, GCC.
<b>10.40</b>	<b>QUALITY ASSURANCE</b>
	The contractor has to establish / arrange at site the field testing facilities for testing of civil construction materials and concrete cubes for ensuring the proper quality, grade and strength of the materials used in the construction in line with approved field quality check list of BHEL/ its client. Contractor has to submit detailed report for testing of all material used etc. All testing shall be done as per IS code specifications/ BHEL's quality plan. If further test is required by the engineer to be carried from outside laboratory, the cost of the same shall be borne by the contractor. In case the Contractor fails to provide the required testing facility or the testing facility remains inoperative or unavailable for any reason whatsoever, BHEL shall have the right to get the testing at Risk and Cost of Contractor. All expenses incurred on this account shall be recovered from Contractor along with overhead @ 5%.
<b>10.41</b>	<b>DEVIATION</b>
	The Contractor shall not make any alteration in, addition to or omission from the work as described in the tender documents except in pursuance of the written instructions of the Engineer. No such deviation from the work described in the tender documents shall be valid unless the same has been specifically confirmed and accepted by the Engineer in writing and incorporated in the Contract.
<b>10.42</b>	<b>PROGRESS REPORTING :</b>
<b>10.42.1</b>	Contractor is required to draw mutually agreed monthly programme in consultation with BHEL well in advance. Contractor shall ensure achievement of agreed programme and shall also timely arrange additional resources considered necessary at no extra cost to BHEL.
<b>10.42.2</b>	Weekly progress review meetings will be held at site during which actual progress during the week vis-a-vis scheduled programme shall be discussed for actions to be taken for achieving targets. The programme for subsequent week shall also be



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	presented by contractor for discussions. The contractor shall constantly update / revise his work programme to meet the overall requirement. All quality problems shall be discussed during above review meetings. Necessary preventive and corrective action, shall be discussed and decided upon in such review meetings and shall be implemented by the contractor in time bound manner so as to eliminate the cause of non-conformities.
<b>10.42.3</b>	The contractor shall submit weekly and monthly progress reports, materials reports, consumables (gases / electrodes) report and other reports as per proforma considered necessary by the Engineer.
<b>10.42.4</b>	The progress report shall indicate the progress achieved against planned , with reasons indicating delays , if any, and shall give the remedial actions which the contractor intends to take to make good the slippage or lost time , so that further works again proceed as per the original programme and the slippages do not accumulate and effect the overall programme.
<b>10.42.5</b>	The daily manpower reports shall clearly indicate the manpower deployed, category wise specifying also the activities in which they are engaged.



**ANNEXURE A: Escrow Agreement Format**

**ANNEXURE B: List of Bank**