

Modified Conditions of Contract

SL. NO.	Reference of Clauses of NIT	Existing Conditions	Modified conditions
1	NIT, Clause 9 (Page 4 of 7)	All material such as cement, steel, coarse/ fine aggregate, bricks etc. required for construction works have to be procured from approved sources only. It will be the bidder's responsibility to get the approval of vendors / material.	In addition to existing clause following point is added Contractor shall procure cement from reputed manufacturers of cement conforming to BIS Standards. The brand of cement will be approved by customer (NEEPCO) before start of work. Steel for construction work shall be procured from SAIL, TISCO and RINL only.
2	NIT, Clause 6, GTC for reverse auction	Total Price quoted shall be inclusive of all taxes except service tax in line	This clause may be read as "Total Price quoted shall be inclusive of all applicable taxes and duties prevailing on the Base Date of tender except service tax in line" The Base Date of tender shall be date of opening of tender.
3	Clause B.6.3 of Conditions of Contract.	The measurement sheets will be checked by the Engineer and quantities & percentage eligible for payment under different groups shall be decided by him. The abstract of quantities and percentage so arrived at based on the terms of payment shall be entered in the Measurement Book & signed by both the parties. Where required counter signature of Customer/Owner shall have to be taken.	In addition to existing clause following point is added All the progressive / monthly RA Bills shall be prepared on the basis of joint protocol signed by BHEL and NEEPCO and sub contractor for day to day work done. Monthly RA Bills shall be prepared by sub contractor and shall be submitted on stipulated date of every month. Bill shall be finally checked / verified by BHEL and payment shall be released to subcontractor by BHEL.
4	Clause B.8.5 of Conditions of Contract.	The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges which may be Leviable on account of any of his operations connected with this contract.....	This clause may be read as "The Contractor shall pay all applicable taxes, fees, license charges, deposits, duties, tolls, royalty, monopoly and Mohal charges, commissions or other charges which may be Leviable on account of any of his operations connected with this contract"

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5	Clause C-2.0 of Conditions of Contract.	The contractor shall submit Bank Guarantee of an approved Nationalised Bank as per BHEL proforma for an amount equal to 2.5% of the contract value as performance bond to get his balance 2.5% payment released at the discretion of the engineer as per the general conditions of contract. The performance Bank Guarantee shall remain valid up to successful completion of performance and guarantee tests of the station and taking over of the plant by BHEL/client of BHEL. Notwithstanding the provisions of any other clause(s) of General Conditions of Contract, the contractor shall continue to be responsible to execute all such works of repair, rectification and making good of defects, imperfections of other faults as may be required of the contractor in writing by the Engineer for the period as stated above. The proforma for submission of the BG shall be as per Annexure I. Above clause shall be read in conjunction with clause no. 29.5.2	This clause may be read as The contractor shall submit Bank Guarantee of an approved Nationalised Bank as per BHEL proforma for an amount equal to 2.5% of the contract value as performance bond to get his balance 2.5% payment released at the discretion of the engineer as per the general conditions of contract. The performance Bank Guarantee may be kept valid up to three months more than the date of expiry of guarantee period indicated at Clause B.14.0 of Conditions of Contract. However it may be released after expiry of the guarantee period.. Notwithstanding the provisions of any other clause(s) of General Conditions of Contract, the contractor shall continue to be responsible to execute all such works of repair, rectification and making good of defects, imperfections of other faults as may be required of the contractor in writing by the Engineer for the period as stated above. The proforma for submission of the BG shall be as per Annexure I. Above clause shall be read in conjunction with clause no. 29.5.2
6	Clause C-29.2 of Conditions of Contract.	The Engineer shall after a measured bill allow and certify payment to the contractor on the basis of abstract measurement bill submitted by contractor. However, the usual recoveries would be effected from bill.	This clause may be read as All the progressive / monthly RA Bills shall be prepared on the basis of joint protocol signed by BHEL and NEEPCO and sub contractor for day to day work done. Monthly RA Bills shall be prepared by sub contractor and shall be submitted on stipulated date of every month. Bill shall be finally checked / verified by BHEL and payment shall be released to subcontractor by BHEL. However, the usual recoveries would be effected from bill.
7			Modality for billing for steel and cement: The contractor will provide photocopy of Excise Challan/ Invoice from the manufacturer along with the MRC issued by NEEPCO.

Note: Some conditions of NIT have been modified as above. If there is any contradiction in clauses mentioned anywhere else in the NIT (Conditions of contracts, annexure to conditions of contract or any other documents of NIT) and above modified conditions, the modified conditions of contract as mentioned above will supercede.