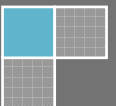


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BHARAT HEAVY ELECTRICALS LIMITED



SPECIAL CONDITIONS OF CONTRACT (SCC)

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Chapter - I : General Intent of Specifications

1.0	INTENT OF THE SPECIFICATION
1.1	Please refer Technical Conditions of Contract.

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Chapter - II : General Services to be rendered by the Bidder

2.0	GENERAL SERVICES TO BE RENDERED BY THE BIDDER
2.1	Please refer Technical Conditions of Contract.

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Chapter - III : General Technical Requirements (Codes and Standards)

3.0	GENERAL TECHNICAL REQUIREMENTS (CODES AND STANDARDS): Not Applicable
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Chapter - IV : Obligations of contractor

4.0	OBLIGATIONS OF CONTRACTOR
4.1	Please refer Technical Conditions of Contract.

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**Chapter – V : Responsibilities of contractor in respect of Labour,
Supervisory Staff, etc.**

5.0	RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF LABOUR, SUPERVISORY STAFF, ETC.
5.1	Refer relevant clauses of General Conditions of Contract (GCC) also in this regard
5.2	The contractor shall deploy all the necessary skilled/semiskilled/ unskilled labour including highly skilled workmen etc. These workmen should have previous experience on similar job. They shall hold valid certificates wherever necessary. BHEL reserves the right to insist on removal of any employee of the contractor at any time if he is found to be unsuitable and the contractor shall forthwith remove him.
5.3	Contractor shall also comply with the requirements of local authorities/ project authorities calling for police verification of antecedents of the workmen, staff etc.
5.4	It is the responsibility of the Contractor to engage his workmen in shifts and or on overtime basis for achieving the targets set by BHEL. This target may be set to suit BHEL's commitments to its customer or to advance date of completion of events or due to other reasons. The decision of BHEL in regard to setting the erection and commissioning targets will be final and binding on the contractor.
5.5	Contractor shall provide at different elevation suitable arrangement for urinal and drinking water facility with necessary plumbing & disposal arrangement including construction of septic tank. These installations shall be maintained in hygienic condition at all times.
5.6	The Contractor in the event of engaging 10 or more workmen, shall obtain Independent license under the Contract labour (Regulation and Abolition) Act 1970 from the concerned authorities based on Form-V issued by the Principal Employer/Customer. In order to issue Form-V by Customer, contractor shall fulfill all Statutory requirements like Insurance Policy, PF Code/PF Account number etc as per the requirement of BHEL/Customer
5.7	Contractor shall deduct the necessary amount towards Provident Fund and contribute equal amount as per Government of India laws. This amount will be deposited regularly to the provident Fund Commissioner. BHEL/Customer may insist for submission of the account code duly certified by PF Commissioner
5.8	Contractor may also be required to comply with provisions of ESI Act in vogue if applicable and submit evidence to BHEL.
5.9	BHEL / customer may insist for witnessing the regular payment to the labour. They may also like to verify the relevant records for compliance with statutory requirements. Contractor shall enable such facilities to BHEL / Customer.

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**Chapter – V : Responsibilities of contractor in respect of Labour,
Supervisory Staff, etc.**

5.10	Contractor shall deploy only qualified and experienced engineers/ supervisors. They shall have professional approach in executing the work.
5.11	The Contractor's supervisory staff shall execute the work in the most professional manner in the stipulated time. Accuracy of work and aesthetic finish are essential part of this contract. They shall be responsible to ensure that the assembly and workmanship conform to dimensions and tolerances given in the drawings/instructions given by BHEL engineer from time to time.
5.12	The supervisory staff employed by the Contractor shall ensure proper outturn of work and discipline on the part of the labour put on the job by the contractor. Also in general they should see that the works are carried out in a safe and proper manner and in coordination with other labour and staff employed directly by BHEL or other Contractors of BHEL or BHEL's client.
5.13	It is the responsibility of the Contractor to arrange gate pass for all his employees, T&P etc for entering the project premises. Necessary coordination with customer officials is the responsibility of the Contractor. Contractor to follow all the procedures laid down by the customer for making gate passes. Where permitted, by customer / BHEL, to work beyond normal working hours, the Contractor shall arrange necessary work permits for working beyond normal working hours.
5.14	The actual deployment will of Labour and Engineer/supervision staff shall be so as to satisfy the erection and commissioning targets set by BHEL. If at any time, it is found that the Contractor is not in a position to deploy the required engineers/supervisors/workmen due to any reason, BHEL shall have the option to make alternate arrangements at the Contractor's risk and cost. The expenditure incurred along with BHEL overheads thereon shall be recovered from the contractor
5.15	Contractor shall not deploy women labour at night.

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6.0	MATERIAL HANDLING, STORAGE AND PRESERVATION ETC (Not Applicable)
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Chapter- VII

7.0	DRAWINGS AND DOCUMENTS(Not Applicable)
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Chapter – VIII: Inspection and Quality

8.0	INSPECTION AND QUALITY
8.1	Please refer Technical Conditions of Contract

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Chapter-IX:HSE & OHSAS

9.0	OCCUPATIONAL HEALTH, SAFETY & ENVIRONMENT MANAGEMENT/ QUALITY ASSURANCE PROGRAMME : BHEL, is certified for ISO 9001. Quality of work to customer's satisfaction and fulfillment of system requirements are the essence of ISO 9001 certification. BHEL, have HSE certification (ISO 14001 & OHSAS 18001) and therefore contractor also shall organise/ plan/ perform all their activities to meet with the applicable requirements of these standards. They are required to ensure compliance through their inspection & surveillance to the various clauses w.r.t Quality Assurance & Control as enumerated in TCC & other documents to be adhered to by the Execution contractors appointed by BHEL.
9.1	Please refer Technical Conditions of Contract.

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Chapter-X: RA Bill Payments

10.0	RA Bill Payments
10.1	The Contractor shall submit his monthly RA bills with all the details required by BHEL on specified date every month covering progress of work in all respects and areas for the previous calendar month.
10.2	Mode of payment and measurement of work completed shall be as per relevant clauses of General Conditions of Contract
10.3	Release of payment in each running bill including PVC Bills will be restricted to 95% of the value of work admitted as per stages of progressive pro rata payments.
10.4	The 5% thus remaining shall be treated as 'Retention Amount' and shall be released as per terms specified in the General Conditions of Contract.
10.5	The payment for running bills will normally be released within 30 days of submission of running bill complete in all respects 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.
10.6	BHEL shall release payment through Electronic Fund Transfer (EFT)/RTGS. In order to implement this system, contractor to furnish details pertaining to his Bank Accounts where proceeds will be transferred through BHEL's banker, as per prescribed formats: Note: BHEL may also choose to release payment by other alternative modes as applicable
10.7	Paying Authority shall be the Construction Manager of the Site. Any change in the paying Authority shall be intimated to the Contactor accordingly.

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Chapter-XI : Performance Monitoring

11.0	Performance Monitoring											
11.1	Performance of the Contractor is monitored through various reports/reviews and shall be jointly evaluated every quarter as per prescribed formats. Based on the net weighted score obtained, Contractors shall be rated 'Good' or 'Satisfactory' or 'Unsatisfactory'											
11.2	Annual performance (Financial Year wise) and Over all Performance (for the Contract) shall be based on the averages of Quarterly net weighted scores.											
11.3	<p>In case Annual/Quarterly performance is found 'Unsatisfactory', BHEL reserves the right to put on hold such contractors as given below:</p> <table><tr><td>Sl No</td><td>Performance status</td><td>Type of suspension</td></tr><tr><td>1</td><td>'Unsatisfactory' in the Annual performance in the last Financial Year (if the agency is executing only one job in the Region)</td><td>Hold for a period of six months for similar Work</td></tr><tr><td>2</td><td>'Unsatisfactory' in the Annual performance in the last Financial Year or in the 'Overall' Performances, for 2 or more Works/Contracts being executed by the contractor in the Region</td><td>Hold for a period of six months for similar Works for which performance is 'Unsatisfactory'.</td></tr></table> <p>Note: If there is any conflict between the "Overall" performance and the latest "Annual" performance, then the 'Overall' performance shall prevail. However, BHEL reserves the right on the decision of 'Hold', in case of consistent 'Annual' improvement notwithstanding the vendors 'Overall' performance being unsatisfactory.</p>			Sl No	Performance status	Type of suspension	1	'Unsatisfactory' in the Annual performance in the last Financial Year (if the agency is executing only one job in the Region)	Hold for a period of six months for similar Work	2	'Unsatisfactory' in the Annual performance in the last Financial Year or in the 'Overall' Performances, for 2 or more Works/Contracts being executed by the contractor in the Region	Hold for a period of six months for similar Works for which performance is 'Unsatisfactory'.
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12.0	Chapter – XII:: Suspension of Business dealings
12.1	BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them.
12.2	Suspension could be in the form of 'Hold', 'De-listing' or 'Banning' a contractor.
12.3	<p>A bidder may be put on HOLD for a period of 1 year, for future tenders for specific works on the basis of one or more of the following reasons:</p> <ul style="list-style-type: none"> a) Bidder does not honour his own offer or any of its conditions within the validity period. b) Bidder fails to respond against three consecutive enquires of BHEL. c) Bidder fails to settle sundry debt account, for which he is legitimately liable, within one year of its occurrence. d) Bidder's performance rating falls below 60% in specific category (more fully described in chapter 'Performance Monitoring') e) Bidder works are under strike/ lockout for a long period. f) Two consecutive delays, for delays attributable to the bidder, in execution of the contracts where delay occurs such that, <ul style="list-style-type: none"> i) Prescribed maximum LD time limits of the contract is exceeded. ii) Delay period has equaled/exceeded half the original delivery period specified in the contracts <p>whichever among above is earlier</p>
12.4	<p>A Bidder may be de-listed from the list of registered Bidders of the region for a period of 2 year on the basis of one or more of the following reasons:-</p> <ul style="list-style-type: none"> a) Bidder tampers with tendering procedure affecting ordering process or commits any misconduct which is contrary to business ethics. b) Bidder has substituted, damaged, failed to return, short returned or unauthorizedly disposed off materials/ documents/ drawings/ tools etc of BHEL. c) After placement of order, Bidder fails to execute a contract d) Bidder no longer has the technical staff, equipment, financial resources etc. required to execute the orders/ contracts.
12.5	A Bidder can be banned from doing any business with all Units of BHEL for a period of 3 years on the basis of one or more of the following reasons:
<p>a) Bidder is found to be responsible for submitting fake/ false/ forged</p>	

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	<p>documents, certificates, or information prejudicial or misrepresentation/wilful suppression of facts, or has resorted to unethical, illegal means.</p> <p>b) After price bid opening but before placement of the order, the bidder withdraw their offer or varies it in any manner within its validity period.</p> <p>c) In spite of warnings, the Bidder persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements.</p> <p>d) Bidder is found to be involved in cartel formation or any other act so as to influence the bidding process or influence the price.</p> <p>e) The Bidder has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion, etc..</p> <p>f) The Bidder is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings.</p> <p>g) The Bidder is declared bankrupt, insolvent, has wound up or been dissolved; i.e ceases to exist for all practical purposes.</p> <p>h) Bidder is found to have obtained Official Company information/ documentation by unauthorized means.</p> <p>i) Bidder has substituted, damaged, failed to return, or unauthorizedly disposed off free issue materials/tools, etc. of BHEL.</p> <p>j) Communication is received from the administrative Ministry of BHEL to ban the Bidder from business dealings.</p>
12.6	Contracts already entered with a contractor before the date of issue of order of 'HOLD' or 'DE-LISTING' shall not be affected.
12.7	All existing contracts with a 'BANNED' contractor shall normally be short closed
12.8	Once the order for suspension is passed, existing offers/new offers of the contractor shall not be entertained
12.9	The above guidelines are not exhaustive but enunciate broad principles governing action against contractors

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13.0	Chapter – XIII:: TAXES & DUTIES:
13.1	<p>The quoted rates shall be exclusive of GST but inclusive of all other taxes, including any cess or surcharge or levy/tax by whatever name called, imposed under GST law or any other law at any time, for which input credit is not available to BHEL under any interpretation of the law.</p> <p>GST at the applicable rates shall be payable extra. SAC/HSN code is _____(As applicable). However, the same shall not be paid if the input credit thereof is not available to BHEL due any reason attributable to the supplier/bidder.</p> <p>TDS under GST as and when applicable, shall be deducted at prevailing rates.</p> <p>GST as applicable on the LD/Penalty shall also be recoverable in addition to LD/Penalty applicable on delayed supplies.</p> <p>Bidders have to comply with all requirements of the GST law as may be prescribed by the Government from time to time (including provisions related to E-way bills as and when prescribed). In the event of any non-compliance to any of the requirements of the GST law by the supplier/bidder, any consequential financial implication to BHEL, including interest on delayed discharge of BHEL's GST liability, denial of input credit of GST, etc., shall be recoverable from the supplier/bidder.</p>
13.2	<p>SERVICES (E&C, Supervision of E&C, Civil Works etc.):</p> <p>Bidders have to issue GST compliant invoices showing: BHEL, State of _____(State in which the project site is located) GSTIN of BHEL in such State (to be obtained by the bidders before raising any invoice) under "Details of Receiver (Billed To) BHEL's Customers details (mentioned in SCC/Dispatch Instructions) under "Details of Consignee (Shipped To) State in which the project is located, as the "Place of Supply". The invoices shall be raised within the time limit prescribed under the GST law. In the event of any delay in submission of the invoice to BHEL, any</p>

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	<p>consequential financial implication to BHEL, including interest loss on discharge of BHEL's GST liability, denial of input credit of GST, etc., shall be recoverable from the supplier/bidder.</p> <p>Wherever the work executed is in more than one state, separate GST invoice for work done in each state shall be submitted by the bidders.</p>
13.3	<p>PAYMENT OF GST:</p> <p>The GST amount on gross value of each invoice shall be claimed by the bidders along with the first stage payment by submission of GST invoice as mentioned above. However, the amount of GST shall be paid only upon confirmation of the following:</p> <p>The bidder declaring the invoice in his GSTR-1 and Confirmation of payment of GST thereon by bidder on GSTN Portal.</p> <p>However, BHEL, at its discretion, may release the GST amount based on undertaking by the bidders in the prescribed format(Ann. I), Pending the above confirmation, and in such cases, if any discrepancy is found on subsequent verification as per data available from GSTIN Portal, the entire financial implication thereof on BHEL shall be recovered from the bidder.</p>
13.4	<p>PENALTY:</p> <p>In addition to the Penalty determined as per clause in GCC, GST on penalty is also recoverable.</p>