

TENDER NO.- 88/16/6085/SAI dt 23.03.2017		
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These Commercial conditions shall be construed as part of tender document and shall be read along with General Conditions of Contract. In case of any conflict or inconsistency between the general conditions and these commercial conditions, the later shall prevail.

Cl. No.	DESCRIPTION	
1.0	<b>PROJECT SYNOPSIS AND GENERAL INFORMATION</b>	
	Name of the Owner	M/S NTPC SAIL Power Company Ltd (NSPCL), Rourkela, Odisha.
	Address	M/s NTPC- SAIL Power Company Private Ltd (NSPCL) District- Sundargarh. Odisha
	Project Name	1 X 250 MW NSPCL- ROURKELA TPP
	Nearest Railway	Rourkela
	Maximum Temperature	48 deg.C
2.0	<b>SITE VISIT</b>	
	Contractor should visit NSPCL Rourkela, Odisha, project site, to acquaint himself with the conditions prevailing at site and in and around the plant premises, together with all the statutory, obligatory, mandatory requirements of various authorities before submission of the bid.	
3.0	<b>SCOPE OF WORK</b>	
	Scope of work is as per technical specification enclosed.	
4.0	<b>DEVIATIONS/CLARIFICATIONS</b>	
	The contractor is required to submit with his offer in the relevant schedule/ format without any ambiguity. Any assumptions, presumptions, deviations etc. indicated or implied anywhere by the contractor except those indicated in the deviation schedule/ format will not be recognized and will not form a part of consideration / offer. In the absence of such filled-up schedule/ format it will be understood and agreed that the contractor's offer is based on strict conformance to the specification and no negotiation would be allowed in this regard. BHEL reserve the right not to recognize any / all deviations submitted after opening of the bid.	
5.0	<b>LAND</b>	
5.1	The contractor has to plan and use the existing land inside the Project Premises considering the use of land by other Civil /mechanical/ electrical contractors and the storage of plant machineries and materials. The existing land shall be shared by all erections agencies. Land will be allocated with certain time frame and to the extent available/ considered necessary, and will be reviewed by BHEL depending upon the area availability	
5.2	Land for labour colony near Project Premise may be available free of cost from owner, the contractor shall construct labour colony/ hutment as per his requirements after obtaining approval of formalities from statutory body.	
5.3	The contractor will be responsible for handing back all lands, as handed over to him by BHEL/NSPCL	
5.4	Land within plant premises for fabrication, batching plant, office, storage area etc. for construction purpose shall be provided as per availability free of cost	
6.0	<b>WATER</b>	
6.1	Till such time, Construction water facility is not ready; the contractor has to make his own arrangement for atleast first three months from start of work for	

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	<p>construction and drinking water.</p> <p>On readiness of the Construction water system, BHEL will provide construction as well as drinking water at one point each, at a suitable location, free of cost to the contractor.</p>
6.2	Further necessary network for construction & drinking water system shall be done by the contractor at his own cost
6.3	Contractor should arrange on their own, drinking water in their labour colony
6.4	BHEL shall not be responsible for any inconvenience or delay caused due to any interruption of water supply and the contractor shall claim no compensation for delay in work for such interruption. Contractor may make standby arrangement for water for which no separate payment shall be made by BHEL
6.5	Contractor will have to arrange for storage of water to meet the day-to-day requirement.
6.6	The availability of water (construction as well as drinking) in Kothagudem project may be limited. Contractor shall ensure that no water is wasted. In this regard the contractor shall take all necessary measure towards preservation of water
7.0	<b>ELECTRICITY</b>
7.1	<p><b>CONSTRUCTION POWER &amp; GENERAL ILLUMINATION NETWORK:</b></p> <p>Till such time the Construction Power is not ready, the Contractor has to make his own arrangement for (atleast for the first four month from the start of work) the same as required to carry out the job under the scope of work within the quoted rate.</p> <p>On readiness of the Construction Power (within around tentatively four months from start of work), BHEL Shall Provide Construction Power free of charge at 415V level at suitable points, contractors has to make his own distribution arrangement to draw electricity.</p> <p>General illumination system shall be provided by BHEL. However, provision of suitable temporary lights at different working areas for execution of the work &amp; safety of workmen shall be provided by the contractor for his specific working area, within the quoted rate. The illumination should be such that minimum illumination requirement as specified by Indian standards for general illumination is maintained.</p> <p><b>GENERAL:</b></p> <p>If any other voltage level (other than normally available) is required, the same shall be arranged by the contractor from power supply as above. Contractor will have to provide at his own cost necessary calibrated energy meters (tamper proof, suitably housed in a weather proof box with lock &amp; key arrangement) at point of power supply along with calibration certificate from authorized / accredited agency for working out the power consumption. In case of recalibration required for any reason the necessary charges including replacement by calibrated meters is to be borne by the contractor. Supply of electricity shall be governed by Indian Electricity Act and Installation Rules and other Rules and Regulation as applicable. The contractor shall ensure usage of electricity in an efficient manner and the same may be audited by BHEL time to time. In case of any major deviation from normally accepted norms is observed, BHEL will reserve the right to impose penalty as deemed fit for such cases.</p>
7.2	Contractor will have to arrange sufficient illumination at their own work areas

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7.3	The contractor shall have to make arrangement at their own cost for illumination that will be required in the working area for execution of the work & safety of workmen
7.4	The contractor shall have to make arrangement at their own cost for illumination etc in labour colony. However there may be provision of Chargeable Power for labour colony for which contractor has to install meters and necessary accessories
8.0	<b>CONSUMABLE</b>
8.1	All consumables, like gas, electrodes, chemicals, lubricants etc. required for the scope of work, shall be arranged by the contractor at his cost from approved brand/make unless otherwise specifically mentioned in the contract.
8.2	All consumables to be used for the job shall have to be approved by TSGENCO/ BHEL prior to use.
8.3	In the event of failure of contractor to bring necessary and sufficient consumables, BHEL may arrange for the same at the risk and cost of the contractor. The entire cost towards this along-with overhead shall be paid by the contractor or deducted from the contractor's bills. The actual cost incurred along with the departmental charges @15% will be recovered from the contractor.
8.4	Any material or Service to be issued / rendered by BHEL (unless specially stipulated to be free of cost / cost recoverable basis) to the bidder, the same shall be made available along with 15% departmental charges except as specified elsewhere in the technical specification over and above the cost. BHEL shall not be responsible for any delay due to this reason and delay shall be to the bidders account.
9.0	<b>CONTRACT SCHEDULE</b>
9.1	<b>Start date:</b> Within <b>15 days</b> from the date of LOA/ date of intimation by BHEL, whichever is later. The exact date of start of work shall be reckoned based on certificate of Resident Manager, BHEL ISG. <b>Overall Completion Date:</b> 24 Months from the date of Work Order.  Period mentioned is tentative and likely to be extend/ short close, without any additional cost.
10.0	<b>CERTIFICATE TOWARDS COMPLETION</b>
	The work under the scope of the contractor shall deemed to have been Completed in all respects only when so certified by RM, BHEL. The decision of BHEL in this regard shall be final and binding on the contractor.
11.0	<b>EXTENSION OF TIME</b>
11.1	If the completion of work as detailed in the scope of work gets delayed beyond the contract/ completion period, the contractor shall request for an extension of the contract and BHEL at its discretion may extend the contract, without any claim for additional costs.
11.2	Provisional extension of time pending 'delay analysis' for completion of total work or part thereof can be provided to the contractor. However, such time extension provided to Contractor without deduction of LD/ Penalty shall be subjected to submission of Bank Guarantee (BG) of value equivalent to maximum LD / Penalty amount by Contractor which shall be valid till completion of work and grant of final Time extension.
11.3	Based on the reviews jointly signed, the works balance at the end of original contract period less the backlog attributable to the contractor shall be quantified,

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	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.
11.4	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.
11.5	During the period of Time extension, contractor shall maintain their resources as per mutually agreed program
12.0	<b>MOBILIZATION ADVANCE/ INTEREST BEARING RECOVERABLE ADVANCE</b>
12.1	Not Applicable for this tender.
13.0	<b>OVERHEADS AGAINST RISK &amp; COST</b>
13.1	Referring clause no 2.7.3 & 2.7.5 of GCC, the overheads shall be 15% instead of 5% as mentioned in these clauses.
14.0	<b>SECURITY DEPOSIT &amp; PERFORMANCE BOND</b>
14.1	Performance bond is not applicable for the tender. Security deposit as per Amendment to GCC.
15.0	<b>CONTRACT PRICE</b>
15.1	Type Of Contract : Unit Item Rate Contract  Bidder shall quote their prices strictly as per Price Schedule only.  <b>Percentage allocation against each item of the BOQ is disclosed in the tender document, which becomes the basis for allocation of item wise amount / rate against the total price for the entire contracted scope / BOQ. Individual item rate so derived shall be deemed to be the contracted rates for various BOQ items for all purpose.</b>  Taxes, duties, etc shall be applicable as per tender provision. Service tax will be reimbursed extra at actuals against documentary evidence. However same will not be considered for evaluation purpose.
15.2	The unit rate derived for various items of BOQ shall include all the stipulation mentioned in the tender documents and nothing extra over BOQ rates shall be payable
15.3	However, the contractor shall inform BHEL in case quantity of any item reaches 100% (Hundred percent) of BOQ Quantity during execution and obtain approval /consent of RM, BHEL for execution of further quantity for this item.
16.0	<b>TAXES AND DUTIES</b>
16.1	Price quoted shall be inclusive of VAT
16.2	In case of civil works, as transfer of property in goods is involved, Works Contract Tax under VAT Act as applicable shall be included in the quoted price by you. You shall get registered with State VAT authorities and the Registration Certificate should be forwarded to BHEL immediately after commencement of work
16.3	Deduction of VAT (WCT) at source would be enforced from the running bills at the rates prescribed unless exemption certificate is produced from the

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	concerned authorities. Tax invoice if required under the relevant State VAT Law / or as required by BHEL, shall be submitted along with other compliances as per VAT Act.
16.4	The monthly/quarterly VAT return, duly incorporating the income from BHEL as turnover, should be submitted to BHEL at regular intervals with all annexure and details of payment of VAT (WCT).
16.5	Copy of the Assessment Orders under the State VAT Acts is also to be submitted to BHEL. If Assessment Orders are not forth coming, then a Certificate of Tax paid for the project (year wise), from the concerned CTO, is to be submitted
16.6	You have to obtain VAT Clearance Certificate from the concerned authorities as per the provisions of local VAT act, on completion of the project and submit along with the final bill.
16.7	Any other taxes and duties (except VAT & Service Tax) if any, as applicable, viz. Entry Tax, Octroi, Licenses, Deposits, Royalty, Stamp Duty, other charges / levies, etc.prevaling / applicable on the date of opening of technical bids and any variation thereof during the tenure of the contract are in the scope of bidder. In case BHEL is forced to pay any such taxes, BHEL shall have the right to recover the same from the bidder either from running bills or otherwise as deemed fit.
16.8	In case Government imposes any new levy / tax after award of the work during the tenure of the contract, BHEL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / tax is applicable to this contract.  GST in lieu of prevailing taxes shall be for variation as applicable to BHEL account; BHEL decision in this regard shall be final.
16.9	Statutory variations are applicable only in the cases of Value Added Tax and Service Tax on direct transactions with BHEL. The changes implemented by the Central / State Government in the VAT Act / Service Tax during the tenure of the contract viz. increase/ decrease in the rate of taxes, applicability, etc. and its impact on upward revision /downward revision are to be suitably paid/ adjusted from the date of respective variation. The bidder shall give the benefit of downward revision in favour of BHEL. No other variations shall be allowed during the tenure of the contract.
16.10	BHEL shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by BHEL before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by BHEL as per the provisions of Income Tax Act.
16.11	<b>SERVICE TAX</b>
16.11.1	Service Tax: Service Tax as legally leviable &payable by you, vide Sec-65B (44), shall be paid by BHEL on your gross bill by BHEL against documentary evidence of Service tax payment (Service Tax remittance challan) made to concerned Service tax authorities corresponding to the tax claimed in the previous invoice / RAB. In case Service Tax is payable by BHEL under

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	reverse charge mechanism vide Notification No. 30/2012-Service Tax dtd. 20-06-2012, shall be paid separately. The bidder shall obtain prior consent of BHEL before billing the service tax amount.
16.11.2	The Contractor shall issue invoice complying with Rule 4A of the Service Tax Rules 1994. The invoice shall indicate the name, address and the registration number (PAN Based STC No.) of the Contractor; the name and address and the registration number ( AAACB4146PST042 of BHEL) the description and value of taxable service provided; and the service tax payable thereon by the Contractor
16.11.3	Contractor shall furnish proof of Service Tax registration (ST-2) with Central Excise Division covering the Services. Registration should also bear endorsement for the premises from where the billing shall be done by contractor on BHEL for this Project
16.11.4	BHEL will not be held to be responsible for non-compliance of various Service Tax Rules, being framed from time to time.
16.11.5	Point of Taxation Rule, 2011 has come into operation from 01-04-2011. As per the rule Invoice must be generated within 30 days from the date of completion of service. In such case, the date of invoice will be the relevant date. However, if the invoice is not generated within 30 days as stated above, the date of completion of service shall be the relevant date
16.11.6	Contractors must take adequate care and cautions w.r.t "Point of Taxation Rule,2012" as otherwise both the Contractors (for non-compliance ) and BHEL ( unable to take Credit on Input Services, resulting in extra fund flow in that particular month ) will suffer.
16.11.7	Vendor shall comply with the Point of Taxation Rules, as contemplated under the Service Tax Rules. In case, the CENVAT credit could not be availed by BHEL within the time limit (statutory), due to delay in submission of invoice(s) or for any other reason(s) attributable to vendor(s)/contractor(s), liability towards the loss of such CENVAT credit shall be to the vendor(s)/contractor(s) account. TDS shall be made for IT as per Income Tax act.
16.11.8	The Swachh Bharat Cess leviable under sub-section (2) of section 119 of the Finance Act, 2015 shall be in addition to any cess or service tax leviable on such taxable services under Chapter V of the Finance Act, 1994, or under any other law for the time being in force.
16.11.9	Swachh Bharat Cess and Krishi Kalya Cesshas to be indicated as separate line item in invoice.
17.0	<b>INTERIM PAYMENTS</b>
17.1	The contractor should submit their monthly on account bills with all the details required by BHEL on specified date every month covering progress of work in all respects and areas from the 25th of previous calendar month to 24th of the current month. The contractor shall submit their bills once in a month duly furnishing the following information : i) Work order no and date. ii) Challan no and date. iii) Truck/ trailer/ wagon no. iv) Consignment no and date v) Work completion report w.r.t. challan.

	vi) Description of materials. vii) No of packages as per shipping docs/ challan/ consignment note. viii) Gross weight (MT) as per shipping docs/ challan/ consignment note. ix) Location of material. x) Amount claimed. xi) Recoveries such as hire charges, demurrage, fine/ penalty etc, if any. xii) Certified man-hour regarding upkeepment, maintenance and preservation etc.
17.2	<p>The RA bill, complete in all respects accompanied by BHEL engineer's certificate/ jointly signed measurement sheet will be paid, as indicated elsewhere, subject to its completeness &amp; correctness in all respects. The measurement will be taken by BHEL engineer as per relevant clause of GCC and certify regarding the actual work executed in the measurement book and bills for work. All admissible recoveries/ adjustments etc shall be made from the interim payable amount of each RA bill on completion of item of work. Contractor shall make their own arrangement for making payment of impending labour wages and other dues in the meanwhile.</p> <p>RA Bill with following statutory documents duly certified by BHEL Engineer in charge:</p> <ul style="list-style-type: none"> <li>• Proof of remittance of Service tax, WCT, labour welfare cess (if applicable) to the authority for previous month or till previous RAB.</li> <li>• Proof of wages paid.</li> <li>• Monthly EPF remittance challan</li> <li>• Monthly ESI remittance challan/ W.C. Insurance Policy whichever is applicable</li> <li>• Valid labour License</li> </ul> <p>Any other document as required by BHEL Engineer in charge.</p>
17.3	Retention Amount shall be as per Cl. No. 2.22 of the GCC.
17.4	In case minimum staff in not allotted by bidder for carrying out up keepment, maintenance & preservation/conservation work as per price format 4a. Payment shall be deducted from Contractor's bills on day to day basis on pro rata
17.4	<p><b>1. Re-shifting:</b> If during execution of work, any material which is already unloaded verified, stacked at store yard/ store/ work site as per instruction and satisfaction of BHEL site authority, need to be re-handled/ re-shifted and restacked beyond 250 mtr at any other place within project premises, all the relevant activities for above shall be termed as re-shifting and is included in the scope of work.</p> <p><b>2. Re-stacking:</b> If during execution of work, any material which is already unloaded, verified, stacked at store yard/ store/ work site as per instruction and satisfaction of BHEL site authority, need to be re-handled/ re-shifted within 250 mtr and re-stacked all the relevant activities for above shall be termed as re-stacking which is included in the scope of work.</p>
17.5	Contractor's RA bill, complete & correct in all respects, certified by BHEL engineer, shall be paid within 30 days of date receipt of bill subject to its completeness & correctness.
17.6	BHEL at its discretion may further split up the above percentages and effect payment to suit the site condition, cash flow requirement and according to the

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	progress of work.
18.0	<b>PRICE VARIATION COMPENSATION</b>
18.1	<b>PVC (As per Sl. No. 10 of Amendment to GCC-Annexure A and clause no. 2.17 of General Conditions of Contract) shall be applicable only for works executed during extended period, if any.</b>
18.2	<b>Clause no. 2.17.5 of General Conditions of Contract shall be read as: Base date shall be the calendar month of the schedule completion date (i.e. Actual Start date + Scheduled Contractual Completion period as per Letter of Intent/award and/or work order)</b>
19.0	<b>GUARANTEE</b>
19.1	Even though the work will be carried under supervision of BHEL engineers, bidder will be responsible to ensure proper handling, storage/ upkeepment, preservation of materials/ equipment, timely lodging of FIR/ MDRs for lodging claims with the underwriter (by BHEL) during the entire contract period and shall guarantee the work done for a period of 12 months from the date of start of guarantee period, as certified by the engineer for good workmanship and shall rectify free of cost all defects due to faulty material management. In case bidder fail to make good the defective works within the time specified by the engineer, BHEL may proceed to undertake the remedial actions for such defective works at bidder's risk & cost without prejudices to any other rights and recover the same from SD/ other dues
19.2	The guarantee period shall start from the date of completion of the scope of work under this contract which is to be certified by the BHEL engineer..
20.0	<b>AREA REQUIREMENT</b>
20.1	Contractor shall furnish the estimated area required for the construction of contractor's office etc separately (based on BHEL's customer's design), in contractor's technical bid. The same will be reviewed by BHEL and allotted to the extent available/ considered necessary, depending upon the area availability. Contractor shall also have to arrange the watch and ward of its office within the accepted price.
21.0	<b>CONSTRUCTION OF TEMPORARY OFFICE, CONTRACTOR'S OWN STORES ETC</b>
21.1	Contractor shall arrange at contractor's own cost cleaning of area allotted, construction of contractor's temporary office, contractor's own stores, etc and also the watch & ward of all the above. Materials required for the same shall be provided by contractor at contractor's own cost.
22.0	<b>TEST CERTIFICATE FOR T&amp;P</b>
22.1	All T&P, lifting tackles and pulling devices to be deployed by contractor must bear valid/ latest test certificates for contractor's suitability, and the documents shall be preserved at site.
23.0	<b>MMD</b>
23.1	Contractor shall ensure deployment of reliable & calibrated instrument, measuring and test equipment (MMD). The MMD shall have test calibration certificate from authorized/ Govt approved agencies. Contractor shall also keep provision of alternate engagement for such MMD so that the work does not suffer when a particular MMD is sent for calibration. Re-testing/ re-calibration shall also be arranged by contractor at contractor's own cost at regular interval during the period of use as advised by BHEL.
24.0	<b>CONTRACTOR'S RESPONSIBILITIES UNDER THE SCOPE OF WORK</b>
24.1	It would be contractor's responsibility to keep in touch with BHEL authorities at site to find out the arrival of the consignments. The railway/ transport receipts for



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	the consignments shall be handed over to contractor immediately on receipt.
24.2	Contractor are required to find out from railway/ transport authorities, regarding consignment arriving prior to receipt of railway/ transport receipts, if any and take delivery of the same on 'Indemnity Bond', which should be got signed by BHEL/ purchaser as required.
24.3	It would be contractor's responsibility, to examine the packages, consignments etc on arrival and bring to the notice of railway/ transport authorities and BHEL authorities the loss/ damages, if any, observed in the consignments. Before taking delivery particularly of consignments in "smalls", the weight of the same will be checked with the invoiced weight & any discrepancies shall be reported immediately to BHEL/ transport authority/ railway. It would be contractor's responsibility to sign on the delivery book/ acknowledgement slip of railway/ Transport authority after taking delivery of the consignment.
24.4	Any discrepancy/ shortage/ damage found in the consignment after taking delivery and giving clear receipt to the carriers, would be contractor's responsibility and the amount liable to be lost by BHEL on such accounts is recoverable from contractor, as per the calculation of amount of such loss made by BHEL.
24.5	In case of apparent damages/ shortages to/ in consignment packing or any transshipment noticed by contractor, such cases shall be brought to the notice of BHEL and cleared only with their knowledge/ approval.
24.6	Wagon / truck / trailer coming on Sunday and holidays, are also required to be handled by contractor. Since the offices and go-downs will probably remain closed on these days, it will be contractor's responsibility to contact the site engineer or the authorised representative of BHEL at their residence and obtain instructions.
24.7	BHEL reserves the right to recover from contractor any loss, which arises out of undue delay/ discrepancy/ shortage/ damage/ theft/ pilferage or any other causes during transit between the Railway siding/ transporter's go-down/ material receiving point and BHEL stores/ storage yard/ work site or during verification, stacking or at any time in contractor's custody.
24.8	Unloading from wagons/ trucks/ trailers, re-loading, transportation, unloading at storage yard/ store/ work site of heavy/ sophisticated equipment shall be done as per the directions of BHEL's engineer and in his presence, if required.
24.9	Certain packages are likely to be received by passenger trains. The relevant parcel way bills also are to be handed over to contractor for clearing the same from the railway parcel office. It is contractor's responsibility to clear the same at the railway station, transport and hand over to BHEL authorities at site, and is under the scope of this contract. Consignment coming by road, are also to be cleared similarly. The distance of railway station and the transporter's godown from site will be with in approx 50 (fifty) kms.
24.10	<b>PENALTY AGAINST DETENTION / DEMURRAGES</b>
24.10.1	Since the bidder is dependent on the arrival of materials at site, the liquidated damage will be charged if the consignment is not unloaded in time and BHEL had to pay any detention/demurrage. The amount of deduction will be limited to the amount of such charges + 5% in each case. The total ceiling for such detention shall be limited to 10 % of the executed contract value.
24.10.2	In case the contractor fails to pay the Detention / demurrage charges to transporters, BHEL shall pay the same and the actual cost incurred along with the overheads @15% will be recovered from the contractor's bills or from any money due to the Contractor or by any other means.

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24.11	Complete list of T&P/ equipment which shall be provided by contractor, is to be furnished in detail with the tender (in line with relevant annexure of GCC).
24.12	It will be contractor's responsibility to collect the used road permits from driver of truck/ trailer, as applicable and hand over to BHEL site office through format as given in relevant annexure of tender.
<b>25.0</b>	<b>GENERAL</b>
<b>25.1</b>	Contractor will make contractor's own arrangement for contractor's communication needs at contractor's site office or residential area/ labour colony.
<b>25.2</b>	It may be required to keep separate cranes at various receipt points for loading/ unloading of materials specially for materials received by rail. All T&Ps, lifting tackles and pulling devices to be deployed by contractor must bear valid/ latest test certificates for contractor's suitability and the documents shall be preserved at site. Contractor shall ensure deployment of reliable and calibrated instrument, measuring and test equipments (IMTE). The IMTE, as required for the job, shall; have valid test/' calibration certificate from authorised/ Govt approved agencies. Contractor shall also keep provision of alternate arrangement for such IMTE so that the work does not suffer when a particular IMTE is sent for calibration. Re-testing.' re-calibration shall also to be arranged by contractor at contractor's own cost at regular interval during the period of use as advised by BHEL.
<b>25.3</b>	Contractor shall submit a list of various tools, plants, material handling equipment etc being provided by them, to the Resident Manager, BHEL site before taking up the work in hand. The above items shall be deployed by contractor after taking prior approval of the Resident Manager with respect to their suitability and quality. These equipments shall not be removed from site without the written permission of the Resident Manager, BHEL site.
<b>25.4</b>	In event of any failure on contractor's part in providing necessary T&P etc, BHEL may at its discretion also terminate the contract on this ground and take out any or whole amount of the contract from contractor's scope. Decision of BHEL in this regard will be final and binding on contractor.
<b>25.5</b>	All consumables required for the work shall be provided by contractor at contractor's own cost. However, the tentative list of consumables to be provided by contractor are given in relevant annexure of the tender. The consumables supplied by contractor shall be subject to prior approval of BHEL.
<b>25.6</b>	Contractor shall provide necessary first aid facilities for all contractor's employees, representatives and workmen working at site.
<b>25.7</b>	During the period of contract contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish debris etc to entire satisfaction of BHEL. Contractor shall provide proper sanitary arrangement in the work area & office.
<b>25.8</b>	Work procedures that are to be used during the work shall be such, as to minimise fire hazards to the extent practicable. Combustible materials, waste and rubbish shall be collected and removed from the site, at least once in every week.
<b>25.9</b>	All contractor's supervisory personnel and sufficient number of workers shall be trained for fire-fighting and shall be assigned specific fire protection duties.
<b>25.10</b>	Contractor shall provide & maintain enough (at least 15 nos) of fire protecting equipment of the types and number for contractor's office & work premises and BHEL office & stores. Access to such fire protection equipment is to be given at all times. Compliance of the above requirement under fire protection shall in no way relieve contractor of any of contractor's responsibility and liabilities to fire accident occurring either to contractor's materials, man and equipment or to those of other's working in the area.

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25.11	Contractor shall have total responsibility for all materials in contractor's custody, and shall ensure protection of all materials from theft, fire, pilferage and any other damage and loss. Contractor shall make suitable and adequate arrangement to ensure the above, by deploying security personnel.
25.12	In case of theft of material from store/ storage yard under contractor's custody, contractor shall lodge FIR with the Police Station (PS) so that Insurance Company does not turn down the claim. In the event of non-admittance of the claim by Insurance Company due to non-availability of FIR, BHEL reserves the right to recover the Loss suffered from contractor's bills based on the merit of the case.
25.13	Contractor shall be responsible to ensure that none of the personnel move beyond the areas marked out for contractor's operation. In case of a need for contractor's personnel to move beyond the area marked for him, the same shall be done with a written permission of the Resident Manager.
25.14	Contractor shall be responsible for examining all the shipment and notify the BHEL engineer immediately of any damage, shortage, discrepancies etc for the purpose of engineer's information only. Contractor shall submit to the engineer a report detailing all the receipts after actual receipts of consignments. However, contractor shall be solely responsible for any shortage or damage after giving a clear receipt to railway/ transport companies, and for shortages/ damages during transit from material receipt/ unloading point to stores/ storage yard/ work site.
25.15	Contractor shall maintain an accurate and exhaustive record detailing out the list of all materials/ equipment received by him and keep such records both in hard copies and also in soft copies in BHEL Computerised system (SOMS/E store as applicable) ready for the inspection of the engineer at any time.
25.16	The materials/ equipment which are stored in the open or dusty location and required to be covered must be covered with suitable weatherproof and flameproof covering materials wherever applicable at any number of times at no additional cost. Such weatherproof/ flameproof covering which gets worn out from uses should be replaced periodically as per instruction of BHEL engineer at no additional cost. In no occasion, this work can be linked with preservation. All materials/ equipment shall be handled very carefully to prevent any damage/ loss. No bare wire ropes/ slings etc shall be used without the specific approval of BHEL.
25.17	If the materials/ equipments belonging to contractor are stored in areas other than those earmarked for him, the engineer will have the right to get it shifted to the area earmarked for contractor at contractor's cost.
25.18	For completion of work, contractor may have to work in one or more shifts. Contractor will not be eligible for any extra charges on account of this.
25.19	All the contractor's employees shall carry identification cards/ gate passes while working.
25.20	Contractor, during execution of the work under scope, shall take utmost care in preserving the identification marks/ tags as available on the materials.
25.21	Although all tools and plants of suitable capacities required for timely and safe completion of work under the specification shall be provided by contractor at contractor's own cost, based on contractor's demand (depending upon load to be lifted or approach availability at site), However, such requirement shall be intimated in writing by contractor suitably to the Resident Manager. Daily routine maintenance, monthly servicing of crane etc. of BHEL, will be under the scope of BHEL. Provision of T&Ps by BHEL shall be subject to following.
25.21.1	Actual use of T&P including marching as per entry in log-book duly certified by

	BHEL engineer shall be considered for calculation of overtime charges.
25.21.2	Contractor shall be responsible for the safe and proper use of T&P issued to him. Any loss/ damage to any part of the above T&P, for reason attributable to contractor shall be to contractor's account. In case contractor fail to make good the loss, and expenditures on these account will be recovered from their bills. BHEL's decision in this regard shall be final and binding on contractor.
25.21.3	Contractor shall have to return the above T&Ps at the earliest in good working condition, subject to normal wear & tear.
25.21.4	T&P issued shall be used only for the designated scope of work under specification.
25.21.5	If at any time, it is noticed that contractor are not using any of the T&Ps properly according to the instruction of BHEL, BHEL will have the right to withdraw any and all such T&P and any cost due to this shall be to contractor's account.
<b>26.0</b>	<b>INSURANCE</b>
26.1	BHEL shall arrange comprehensive MCE (marine cum erection) Insurance Policy for total project supply & services including balance of plant package covering transit risks & loss, destruction or damage during handling at site, storage, civil works, erection, testing and commissioning up to trial operation completion of each unit including theft, sabotage, fire, lightning and other natural calamities.
26.2	Contractor shall report to BHEL in writing any damages to equipments/ components on receipt, storing, and during withdrawal of the materials from stores. The above report shall be as prescribed by BHEL site management. Any consequential loss arising out of non-compliance of this stipulation will be borne by contractor.
26.3	Contractor will take necessary precautions/ due care to protect the material at Project site, while in contractor's custody from any damage/ loss till the same is handed over to BHEL/ BHEL Erection agency/ customer as applicable, at Project site. For lodging/ processing of insurance claim contractor will submit necessary documents. BHEL will reserve the right to recover the loss from contractor as detailed below in case the damage/ loss is due to negligence/ carelessness on contractor's part. In case of theft of material under contractor's custody, the same shall be reported to police by contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL/ customer for taking up with insurance. However this will not relieve contractor of contractor's contractual obligation for the materials in contractor's custody.
26.4	In case the damage/ loss/ theft of materials are attributable to negligence/ failure in discharging contractor's duties and obligations, the expenses incurred for repair/ replacement of such components in excess of the amount realized from the underwriters, shall be recovered from contractor.
26.5	In case the claim is summarily rejected by the underwriters due to contractor's WILFUL NEGLIGENCE, the entire cost of repair/ replacement will be recovered from contractor.
26.6	Other conditions of Insurance shall be as per relevant clause of GCC of tender.
<b>27.0</b>	<b>PROGRESS OF WORK</b>
27.1	During the course of work if the progress is found unsatisfactory, or if the target dates fixed from time to time for every milestone are to be advanced or in the opinion of BHEL, if it is found that the workmen employed are not sufficient, BHEL will induct required additional workmen, to improve the progress and recover them from contractor's bills, all charges incurred on this account including all expenses together with BHEL overheads / Departmental Charges.

27.2	Contractor shall submit monthly progress reports as per the Format given in relevant annexure of the tender, together with requisite nos of photograph, as detailed elsewhere, showing material receipt position and location, to the Resident Manager with a copy to Project Manager at BHEL/ ISG/ HQ. Manpower reports, material reports, consumables reports, and other reports considered necessary by the Engineer will also have to be submitted with a copy to Project Manager at BHEL/ ISG/ HQ.
27.3	Contractor shall take on average five colour digital photograph/ slides each month (not less than one per week) of the works during progress. In case of failure in providing such photograph in each month, an amount of Rs. 10,000/- per month shall be deducted from contractor's RA bill.
27.4	The manpower reports shall clearly indicate the manpower deployed category wise daily specifying also the activities in which they are engaged. The periodicity of the reports will be decided by BHEL engineer at site.
27.5	Contractor shall arrange for weekly progress review meetings with the engineer at site during which actual progress during the week vis-a-vis scheduled programme shall be discussed for action to be taken for achieving targets. The programme for subsequent week shall also be presented by contractor for discussions. Contractor shall constantly update/ revise contractor's works programme too meet the overall requirement and suit the material availability.
27.6	Contractor shall submit a detailed monthly plan after discussion with BHEL engineer and the same has to be forwarded by the first week of the month (Working month or calendar month).
<b>28.0</b>	<b>SPECIFIC REQUIREMENTS FOR ISO 9002</b>
28.1	Contractor shall ensure that all contractor's staff/ employees are exposed to periodical training programmes conducted by qualified agencies/ personnel on ISO-9002 Standards.
28.2	Contractor shall ensure that the quality is maintained in all the works connected with this contract at all stages of the requirement of BHEL.
28.3	Contractor shall ensure that all Inspection, measuring and testing equipment that are used, whether owned by contractor or used on loan, are calibrated by the authorized agencies and valid calibration certificate will be available with them for verification by BHEL. A list of such instruments possessed by contractor at site with its calibration status is to be submitted to BHEL engineer for control.
28.4	Contractor shall ensure that fitness certificate of the tools & plants, that are in use, whether owned by contractor or issued on loan, are tested by authorised agency & valid fitness certificate are available for verification by BHEL.
28.5	Contractor shall arrange for the inspection of the works at various stages as required by BHEL. Contractor shall take immediate corrective action for the non-conformances if any, observed and pointed out by BHEL.
<b>29.0</b>	<b>LABOUR AND SUPERVISORY STAFF</b>
29.1	Contractor shall engage specially skilled labour e.g sarangs, riggers, etc and khalasis for works under this contract.
29.2	Contractor shall provide adequate number of supervisory staff for carrying out job under this contract. The supervisory staff employed by contractor should be familiar with BHEL material identification pattern. Contractor shall ensure proper out turn of work and discipline on the part of about put on the job by contractor. They will also in general see that the works are carried out in a safe and proper manner and in co-ordination with labour and staff employed directly by BHEL or other contractor of BHEL or customer.

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29.3	It will be contractor's responsibility to ensure safe lifting of the equipment' material taking due precautions to avoid any accident and damage to other equipment and personnel. Contractor shall be liable for all accidents., damages, etc to personnel and equipment etc. during the execution of the work by contractor.
30.0	<b>OTHER TERMS</b>
30.1	While contractor's scope include deployment of all resources, like T&P, materials, consumables, manpower including supervision etc for proper completion of the subject job and no subcontracting for execution of the job is allowed by BHEL, depending on project's requirement and on prior acceptance of BHEL, contractor may associate agencies for deployment of skilled/unskilled manpower only for site execution. Contractor should arrange all resources, like T&P, materials, consumables, supervision etc directly for the subject job.
30.2	The contractor shall be responsible for timely submission of loss/damage/theft to the Under-writer, assistance in lodging & settlement of claim for losses/ damages/ theft/ lodging of FIR with police. Any consequential loss arising out of non-compliance of this stipulation will be borne by contractor.
30.3	It is the entire responsibility of the contractor to insure his workmen against accident and injury while at work as required by the relevant rules and to pay compensation, if any, to their workmen as per Workmen's Compensation Act. The contractor has also to insure his staff against accident/injury. The contractor has to take insurance cover for his tools and plants, assets etc.
30.4	These insurance covers have to be taken prior to start of work at project and he shall make available the policy to BHEL site-in-charge for necessary verification before commencement of work. However, irrespective of such verification/ acceptance, the sole responsibility to maintain adequate insurance cover for his workmen, T&P, assets etc at all times during the period of contract shall lie with the contractor. Regarding the aforesaid insurance cover, the contractor shall directly deal with the Insurance Company for all matters regarding the insurance in his scope
30.5	The contractor will take necessary precautions/ due care to protect the material at Project site, while in his custody from any damage/loss till the same is handed over to BHEL/ owner at project site. For lodging/ processing of insurance claim the contractor will submit necessary documents. BHEL will reserve the right to recover the loss from the contractor as detailed below in case the damage/loss is due to negligence/carelessness on the part of the contractor. In case of theft of material under contractor's custody, the same shall be reported to police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL/ owner for taking up with insurance. However this will not relieve the contractor of his contractual obligation for the materials in his custody.
30.6	It will be responsibility of the contractor 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 contractor as and when available
30.7	In case the claim is summarily rejected by the underwriters due to WILFUL NEGLIGENCE of the contractor and contractor's failure to replenish the items lost/ damaged, the entire cost of repair/replacement will be recovered from the contractor
30.8	Other conditions of Insurance shall be as per relevant clause of GCC

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