

TENDER NO.- 88/17/6030/SK dtd.28.09.2017	
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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	PROJECT SYNOPSIS AND GENERAL INFORMATION
	Name of the Owner
	Rajasthan Rajya Vidyut Utpadan Nigam Limited, Rajasthan (RUVNL)
	Address
	2 X 660 MW Super Critical -TPS, Suratgarh, District-Sriganganagar, Rajasthan, India
	Project Name
	2 X 660 MW Suratgarh Super Critical Thermal Power Station Stage-V, Units 7 & 8.
	Nearest Railway station
	Suratgarh Junction Railway Station
	Nearest City/Town
	Suratgarh – 15 Km. Sri Ganga Nagar – 100 Km
	Maximum temperature recorded
	50 deg. C
	Minimum temperature recorded
	(-) 2.8 deg. C
	Customer/Owner's TIN No.
	08332105465
	Customer/Owner's PAN No.
	AABCR7436B
2.0	SITE VISIT
	Contractor should visit RVUNL, 2x660 MW, Stage-V, Unit # 7 & 8 SURATGARH 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	SCOPE OF WORK
	Scope of work is as per Technical Specification Nos. IS-01-13-2000/137, Rev. 00, dtd. 10.07.2017 respectively (enclosed).
4.0	CLARIFICATIONS
	The bidders shall submit all their queries/clarifications 5 days before the due date after which it will be presumed that there are no queries/clarifications and BHEL will be under no obligation to reply queries/clarifications raised after the date.
5.0	CONSIGNEE ADDRESS
5.1	Resident Manager/BHEL-ISG BHEL-ISG Site Office 2x660 MW Suratgarh SCTPS, Unit 7&8, Suratgarh, Dist - Sri Gangnagar ,Rajasthan Pin – 335804
5.2	Consignee address in LR should be strictly as per above for <u>the self-manufactured items of the vendor</u> . However, the material shall be consigned to the site address of the vendor only for the <u>bought out items of the vendor</u> , which are directly dispatchable to site.
6.0	DEWATERING
6.1	Contractor shall ensure at all times that his work area & approach/ access roads are free from accumulation of water, so that the materials are safe and the erection/ progress schedule are not affected. No separate claim in this regard shall be admitted by BHEL. No separate payments for dewatering of subsoil, surface water or catchments water, if required, at any time during execution of the work including monsoon period shall be considered by BHEL

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7.0	LAND
7.1	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.
7.2	Land for labour colony shall not be provided by BHEL/RRVUNL. The contractor should arrange the required land for construction of temporary labour colony. The contractor to construct temporary labour colony/ hutment as per his requirements after obtaining approval of formalities from statutory body.
7.3	The contractor will be responsible for handing back all lands, as handed over to him by BHEL/RVUNL .
7.4	Land within plant premises for fabrication, batching plant, office, storage area etc. for construction purpose shall be provided as per availability free of cost
8.0	WATER
8.1	BHEL will provide construction as well as drinking water at one point each, at a suitable location, free of cost to the contractor.
8.2	Further necessary network for construction &drinking water system shall be done by the contractor at his own cost.
8.3	Contractor should arrange on their own, drinking water in their labour colony.
8.4	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.
8.5	Contractor will have to arrange for storage of water to meet the day-to-day requirement. Contractor will ensure adequate supply of construction water to meet the requirement of water during major concreting
8.6	The availability of water (construction as well as drinking) in Surathgarh 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.
9.0	ELECTRICITY
9.1	<p>CONSTRUCTION POWER & GENERAL ILLUMINATION NETWORK:</p> <p>Till such time the Construction Power is not ready, the Contractor has to make his own arrangement for the same as required to carry out the job under the scope of work within the quoted rate. 2 no. of DG set of 125 KVA capacity rating must be installed by the bidder at his own cost for execution of civil works as per schedule mentioned vide relevant clause of this document.</p> <p>On readiness of the Construction Power, 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 &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>GENERAL:-</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</p>

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	have to provide at his own cost necessary calibrated energy meters (tamper proof, suitably housed in a weather proof box with lock & 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.
9.2	The bidder shall have to provide earth leakage circuit breaker at each point wherever human operated electrical drives/ T&Ps are deployed.
9.3	The power supply will be from the available grid. BHEL shall not be responsible for any inconvenience or delay caused due to any interruption of power supply/ variation in voltage level and no compensation for delay in work can be claimed by the contractor due to such non-supply on the grounds of idle labour, machinery or any other grounds.
9.4	The contractor should ensure that the work in critical areas is not held up in the event of power breakdown. In the event of breakdown in the electric supply, if the progress of work is hampered, it will be the responsibility of the contractor to step up the progress of work after restoration of electric supply so that overall progress of work is not affected.
9.5	Though the construction power for site office/store is provided free of charge, it is the responsibility of the vendor to ensure efficient utilization of the electricity. Suitable audit shall be carried out jointly by BHEL & vendor on a periodic basis to ensure the same. In case at any point of time it is found that construction power is being used inefficiently or for any other purpose than the intended use, the vendor will be suitably penalized as per the provision of the contract. The maximum penalty that can be imposed on the vendor shall be limited to one month's electricity charges (as will be obtained from the energy meter at drawal point) per incident of inefficient use or misuse
9.6	Contractor will have to arrange sufficient illumination at their own work areas.
9.7	As there are bound to be interruptions in regular power supply, power cut/ load shedding in any construction sites, suitable extension of time, if found necessary only be given and contractor is not entitled for any compensation. It shall be the responsibility of the tenderer / contractor to provide and maintain the complete installation on the load side of the supply with due regard to safety requirements at site. It shall be responsibility of the contractor to have at least (2 to 4) diesel operated welding generator sets to get urgent and important work to go on without interruptions. The consumables required to operate the generators are to be provided by tenderers. This may also be noted while quoting.
9.8	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.
9.9	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
10.0	CONSUMABLE
10.1	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.

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10.2	All consumables to be used for the job shall have to be approved by RVUNL/ BHEL prior to use.
10.3	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.
10.4	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 departmental charges @15%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.
11.0	PROJECT MANAGEMENT/ CONSTRUCTION MANAGEMENT To meet the need of construction management at site, contractor shall provide the following services within quoted/ accepted rates.
11.1	PLANNING & MONITORING
11.1.1	The bidder shall prepare detail construction schedule (L-3) as per completion dates given in this document. This schedule must include all milestone and key activities for each subsystems/ components in the areas of engineering (wherever applicable), procurement, manufacture (wherever applicable), ecogniz, excavation/ construction/ erection. This network must conform to the overall project schedule. The bidder should also ensure monitoring of these activities at least weekly basis to start with and on daily basis whenever required by BHEL.
11.1.2	The bidder shall also prepare progress report indicating progress on key activities, management summary for critical activities, list of actions requiring attention of BHEL. This schedule is to be preferably made in PRIMAVERA/MS PROJECTS, so that the same is compatible with BHEL's project management software.
11.1.3	The contractor's site office must have facilities of communications like Fax, E-mail, and telephone with STD facility within a month from LOI.
11.2	PROGRESS REPORTING
11.2.1	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.
11.2.2	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 Construction Manager with a copy to Project Manager at BHEL/ ISG/ HQ. Manpower reports, material reports, consumables (gases/electrodes) 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. In case of any failure on contractor's part to comply with this, BHEL may at its discretion, consider to withhold part payment against their RA bills.
11.2.3	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

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	works again proceed as per the original program and the slippages do not accumulate and effect the overall program.
11.2.4	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.
11.2.5	Contractor shall arrange for weekly progress review meetings with the engineer at site during which actual progress during the week vis-a-vis scheduled program shall be discussed for action to be taken for achieving targets. The program for subsequent week shall also be presented by contractor for discussions. Contractor shall constantly update/ revise contractor's works program to meet the overall requirement and suit the material availability.
11.2.6	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).
11.3	SITE ORGANIZATION
11.3.1	The contractor shall maintain a site organization of adequate strength in respect of manpower, construction machinery and other implements at all time for smooth execution of the contract headed by a competent construction manager for site operations with sufficient level of authority to take site decisions. The vendor will submit organization chart (showing the name of SITE-IN-CHARGE) with individual bio-data indicating various levels of experts to be posted for supervision in the fields of supervision and execution, quality, material management, planning, safety, etc. The organization shall be reinforced from time to time, as required to make up slippage (if any) from the schedule without any commercial implication to BHEL. The organization chart is to be submitted within 10 days from the date of LOI/ LOA.
11.3.2	Engineering manpower with power plant/CHP & AHP construction background to be deployed at site by the successful vendor for their day to day supervision etc.as per technical enquiry specification.
11.3.3	Engineer/ supervisor for other functions like store & purchase, material management, planning, fin, admn etc are to be provided as per site requirement and not considered in technical enquiry specification.
11.3.4	In the event of non-deputation of engineer/ supervisor/ Surveyor by the bidder as per above agreed schedule, BHEL shall reserve the right to deduct Rs 50,000.00 per man-month for engineer, Rs 30,000.00 per man-month for the supervisor, Rs 20,000.00 per man-month for the surveyor from RA bills. Further induction of manpower regarding site Surveyor, site Supervisor & site Engineer will be decided at site as per requirement without any financial implication.
11.3.5	BHEL reserves the right to reject or approve the list of personnel proposed by the contractor. The persons whose bio-data have been approved by BHEL will have to be posted at site and deviation in this regard will not be permitted unless specific & reasonable justification is made.
11.4	CONSTRUCTION MANAGEMENT
11.4.1	The contractor should submit network programs for the erection of various items. These networks shall show the RVUNL/ BHEL hold points (CHP), which have to be cleared by RVUNL/ BHEL , or their authorized representatives before further erection can take place. These programs for the erection would clearly identify

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	responsibilities of the contractor and RVUNL/ BHEL . It is the responsibility of the contractor to get the Networks approved by BHEL within two weeks of the date of finalization of award of work/ placement of LOA .
11.4.2	The program would be jointly finalized by the site in-charge of the contractor with BHEL/ RVUNL's project coordinator as well as the site-planning representative.
12.0	MATERIAL HANDLING (BHEL ISSUED MATERIAL) The contractor shall at his own expenses provide all construction materials required for the work. However, BHEL ISG will supply structural steel required for the structural works, reinforcement steels free of costs per the terms and conditions specified in the Technical Enquiry specification. All material provided by the contractor shall be of the best kind in conformity with the specifications laid down in the contract, or as per the relevant Indian Standards and Technical Specification. If requested by the Engineer, furnish proof to the satisfaction of the Engineer that the material so comply as per the Quality assurance given in the technical specifications. Refer the Technical Specification for detailed information.
12.1	Reinforcement Steel and structural steel as per Technical Specification) only will be issued free of cost by BHEL for use in the work covered in this contract. All other materials required for proper completion of job shall be provided by contractor and quoted rates shall be inclusive of this.
12.2	Consignment of steel will be directly issued to the contractor as received by BHEL, on weighment basis from its supplier, as per delivery challan of supplier.
12.3	Handling of steel including its unloading will be in vendor's scope for which no separate payment will be given by BHEL.
12.4	It would be the responsibility of the contractor to keep in constant contact with BHEL/ site to find out the delivery status, arrival of the consignments and arrange for escort to accompany the truck/ trailer for transportation of above materials by BHEL's supplier, as necessary. The lorry, truck way bill for the consignment as shall be received by BHEL would be handed over to the contractor immediately for unloading of materials including all arrangement for necessary gate passes etc. All arrangement for necessary gate passes etc shall be the responsibility of contractor.
12.5	Payment of all demurrages that may result due to contractor's fault/ delay would be the responsibility of the contractor. If BHEL have to make payment of demurrage together with freight, the amount so paid as demurrages for the reasons stated above, shall be recovered from the bills of the contractor. The decision of BHEL's engineer in this regard will be final and binding on the contractor. However the contractor has to clear all such charges, if any in this regard and complete the job without waiting for BHEL's decision.
12.6	It would be the responsibility of the contractor to sign on the delivery book acknowledgement slip of supplier/ transport authorities etc.
12.7	Consignments coming on Sundays and holidays are also required to be handled/ unloaded by the contractor. Since the offices and stores will probably remain closed on such days, it will be the responsibility of the contractor to contact BHEL engineers at their residence and obtain instructions.
12.8	Since the consignments are expected to arrive during any time of the day or night, contractor shall have, his workmen round the clock at site as well as other places as required to unload the materials immediately on arrival.
12.9	Unloading of materials at the storage yard or at places designated by BHEL,

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	stacking & restacking, shifting & re-shifting, using contractor's own cranes, trailers and other equipments with the valid road permit for their operation, unloading and stacking etc shall be responsibility of the contractor under this contract. All materials/equipments shall be stacked, stored above ground level by use of concrete or wooden sleepers. No materials shall remain on ground at any time. All concrete sleepers/ wooden sleepers as required for stacking the materials shall be arranged by contractor (successful bidder of this package). All other material handling equipments like winches, d-shackles, slings of various sizes, max puller, pulley blocks, jacks, trucks, tailors etc required for such material handling of steel, cements etc shall be arranged by contractor within quoted/accepted rates.
12.10	It will be the responsibility of the contractor to submit computerized account of all such consignments of materials received by them, daily to BHEL.
12.11	BHEL reserve the right to recover from the contractor any loss arising out of damage/ theft or any other causes of the materials issued to him at any point.
12.12	Open land (very limited space) for storage shall be provided by BHEL on free of cost basis as per availability. You shall maintain one centralized fenced store cum bar bending yard. Hard surfacing of this yard and all round drain shall be carried out by you at your own cost within the accepted rate. Batching plant area shall be provided within plant premises and you shall make use of the area for installation and operation of the Batching Plant at your own cost. You shall make complete arrangement of necessary security personnel, to safeguard all such materials in your custody. Materials issued will be used only for Construction of permanent work. You shall take care of material issued by BHEL and shall protect the same from theft, damage and weathering. Barbed wire fencing of the steel storage yard, batching plant area, reinforcement bending yard area etc. are to be done by the contractor at his own cost. Contractor shall also remove grass, bushes, trees etc. wherever required off the land provided to him and shall make proper continuous up-keepment of the open yard/ land by removing grass, bushes trees etc and same is included under the scope of his work & no extra payment shall be made to the contractor in this regard.
12.13	The contractor shall construct waterproof cement store for storing and stacking of cement, CGI/ asbestos roofing (slope) with brick masonry wall, PCC flooring. Materials required for the same shall be provided by contractor at his own cost. Cement has to be kept over wooden raised platform. Stacking of cement is to be done as per IS codes with proper illumination and locking arrangements.
	The contractor shall in no case be entitled for any compensation or damages on account of any delay in supply or non-supply thereof for all or any such material.
12.14	Excessive rusting of steel must be avoided. In case, due to any cause attributable to the contractor, such rusting of steel occur rendering the same unusable, then such quantity of steel shall be recovered from the interim payment at the penal rate specified in the tender.
12.15	No material shall be issued to the contractor except as those indicated above, i.e. steel unless otherwise expressly provided for in the contract. Contractor will have to make his own arrangement at his own cost for procurement of any other material as required for the works and of such quality as acceptable to BHEL.
12.16	The contractor shall maintain proper store account for all the BHEL issued materials and shall give three copies of monthly computerised reconciliation statement of such account to the BHEL.

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12.17	Contractor shall carry out in complete association with BHEL, material management functions and execution like day to day update of materials, issued to contractor, accounting for surplus/ scrap material returned etc. These functions shall also be carried out through computerised system utilizing suitable software. Contractor shall provide experienced software personnel to associate on dedicated basis for efficient discharge of the same.
12.18	The contractor shall solely be responsible for the safety & quality of material after it is handed over and issued to contractor by BHEL.
12.19	BHEL issued materials shall not under any circumstances be taken out of the project site unless otherwise permitted by BHEL.
12.20	All the necessary lifting tackles, cranes, hydra, tools & plants including tractors, trailers, trucks, pulley blocks, jacks, winches, wire ropes etc, of suitable capacities and other equipments incidental to carry out this work shall have to be arranged by the contractor at his cost. BHEL engineer reserves the right to inspect lifting tackles and equipment before allowing their use. Such approval however shall not relieve the responsibility of the contractor to ensure safe handling of equipment taking the precautions to avoid any accident and damage to other equipment and personnel.
12.21	No separate rate will be applicable for the above job. The contractor will quote the rate for the items inclusive of all charges for the above job.
12.22	Bidder's scope of handling of steel under the scope of this tender includes stacking/ storing of materials over concrete sleepers. Bidder scope shall include provision of concrete sleepers for this purpose and no separate payment against the same will be made by BHEL. After completion of the job bidder shall take back the sleepers. Bidder's quoted rate/ price shall be in consideration to this.
12.23	Removal of all the material including debris & scrap after dismantling as per the specification and handling/transportation of the same to the location identified by the customer inside the plant boundary shall be in contractor scope. No separate rate will be applicable for the above job. The contractor will quote the rate for the items inclusive of all charges for the above job.
13.0	ISSUE OF MATERIAL (REINFORCEMENT STEEL & STRUCTURAL STEEL)
13.1	The steel shall be issued to the contractor free of cost on the following basis.
13.2	Structural steel & Reinforcement Steel (MS Plate, MS flats, ISMB, Channel, Angle, MS Pipes, Chequered plates etc. as per technical Specification) - Weighment basis (unit - MT).
13.3	Structural steel - Weighment basis (unit - MT). Reinforcement steel - Weighment basis (unit - MT).
13.4	All the steel (structural steel (MS Plate, MS flats, ISMB, Channel, Angle, MS Pipes, Chequered plates etc.), Reinforcement Steel issued by BHEL shall be properly accounted for. The total quantity of steel required for the work will be calculated from the approved Bar Bending schedule, fabrication drawings. The measurement for payment as well as for accounting shall be based on the sectional weights as indicated in the following/ applicable latest IS specifications. IS: 808-1964 Beams, Channels and Angles IS: 1730-1961 Plates, Sheets and Strips/ Flats IS: 806 Steel tubes for structural purposes IS: 1161 Steel tubes for structural purposes

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	IS: 1732-1971 Rounds including deformed high yield strength bars
13.5	In case any such sectional weights are not available in the above documents, the manufacturer recommendation shall be binding.
13.6	The steel issued to the contractor shall be mainly in standard length and sections as received from the supplier. However, the contractor shall be bound to accept the steel in length as available in the project stores no claims for extra payment because of issue of non-standard length will be entertained.
13.7	In case MS flats as required in the fabrication of structures are not available, the contractor shall cut such width out of the available MS plates to make flats at no extra cost till such material is available and procured by BHEL.
13.8	The contractor shall satisfy himself of the quality and quantity of the materials at the time of taking delivery from BHEL ISG. No claims whatsoever will be entertained by BHEL because of quality or quantity after the materials are taken by the contractor from BHEL stores.
13.9	Bidders to ensure that no lamination materials are taken over by them from BHEL. Fabrication wastage, if any due to above, shall not be compensated by BHEL.
13.10	Bidder to note that all fasteners like MS/HT/HSFG bolts/nuts, lock nuts, washers etc shall be supplied by the bidder as per applicable item of BOQ-cum Rate schedule without any additional price implication to BHEL.
13.11	Bidder to note that cement and steel required for his enabling job like store/site office etc shall be arranged at his own cost.
14.0	RETURN OF MATERIALS
14.1	RETURN OF STEEL INCLUDING SCRAP
14. 1	All surplus steel and all wastage materials will be taken back on weightment basis.
14.2	Surplus, unused and un-tampered steel shall be sorted section-wise and returned separately for a place directed by BHEL/Engineer within the project area; Return of such materials will not be entitled to any handling and incidental charges.
14.3	All wastage/ scrap (including wastage, unusable scrap) shall be returned to the stores on weightment basis and a receipt obtained for material accounting purposes. Return of such material will not be entitled to any additional cost due handling and transportation and incidental charge.
14.4	Scrap for reinforcement steel and structural steel shall be returned separately.
15.0	STEEL CONSUMPTION AND WASTAGE
15.1	REINFORCEMENT STEEL CONSUMPTION
15.2	The theoretical consumption of various sections and/ or diameters of reinforcement shall be based on approved construction drawing and bar bending schedule. Weight shall be calculated considering the sectional weights as per Indian standards. No extra cost shall be payable to the contractor for any deviation in weights for the different procedures adopted for issue and calculation of the theoretical consumption including rolling tolerances.
15.3	Actual consumption = Issue - Surplus.
15.4	Surplus = Un-tampered and unused quantity of steel returned by the contractor to BHEL store along-with relevant documents.
15.5	Wastage = Actual consumption - Theoretical consumption.
16.0	REINFORCEMENT STEEL WASTAGE

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16.1	Allowable wastage: Five percent (+5%) of the theoretical consumption shall be considered as allowable wastage.		
162	Wastage and scrap shall be as per actual weightment basis.		
16.3	Sl no.	Reinforcement steel	Basis of issue & recovery rate
	R-1	Theoretical consumption (without considering wastage and scrap or loss)	Free
	R-2	Wastage limited to plus five percent (+5%) of aforesaid theoretical consumption (R-1) towards allowable wastage (cut pieces plus scrap returned to BHEL)	Free
	R-3	Wastage beyond five percent (+5%) of the theoretical consumption above (R-1) (cut pieces plus scrap returned to BHEL)	Penal Rate
17.0	STRUCTURAL STEEL (ROLLED SECTION, PLATES ETC.) CONSUMPTION		
17.1	The theoretical consumption of various sections shall be based on approved drawings. Weights shall be calculated considering the sectional weights as per Indian standard as mentioned in relevant clause. No extra shall be payable to the contractor for any deviation in weights for the two different procedures adopted for issue and calculation of the theoretical consumption including rolling tolerances.		
17.2	Actual consumption = Issue - Surplus.		
17.3	Surplus = Un-tampered, unused, uncut quantity of steel returned by the contractor to BHEL store.		
17.4	Wastage = Actual consumption - Theoretical consumption.		
18.0	STRUCTURAL STEEL (ROLLED SECTION, PLATES ETC.) WASTAGE		
18.1	Allowable wastage: 5 % (five percent) of the theoretical consumption shall be considered. Wastage is further classified as cut pieces and scrap measured as per actual weightment basis. Invisible wastage (loss of materials due to gas cutting, straightening of edges etc.), if any, shall be considered to be included in the specified 5% allowable wastage.		
18.2	Sl. No.	Consumption of Structural Steel (Rolled Section, Plates)	Basis of issue & recovery rate
	S-1	Theoretical consumption (without considering wastage and scrap or loss) as per specs & drg.	Free
	S-2	Wastage limited to plus five percent (+5%) of aforesaid theoretical consumption (S-1) towards allowable wastage.	Free
		Wastage beyond five percent (+5%) of the theoretical consumption above (S-1) (All wastage steel shall be returned to BHEL).	Penal Rate
19.0	RECONCILIATION OF BHEL ISSUED MATERIALS		
19.1	The contractor shall submit a reconciliation statement of cement and steel issued to him, with each RA bill.		
19.2	The contractor shall properly account for the material issued to him as specified herein to the satisfaction of BHEL certifying that the balance material are available		

	with contractor's custody at site.	
19.3	At the time of submission of bills by contractor, if it is noticed by BHEL that the wastage is high and calls recovery at the penal rate, then BHEL will proceed for recovery for the excess wastage as per penal recovery rates as specified from RA bill.	
19.4	The approved drawings/ bar bending schedules are to be considered for the purpose of reconciliation of materials.	
20.0	RECOVERY OF MATERIAL	
20.1	If wastage exceeds the specified limit, the recovery of excess wastage shall be made from monthly RA bill at the penal rate stipulated below.	
20.2	PENAL RATE OF MATERIALS	
	Item	Penal Rate (Rs)
	Reinforcement Steel Cold rolled steel, high tensile deformed bar or mild steel round bars including	Rs 50,000/- per MT.
	Structural Steel MS Plates, MS Flats, rolled steel joints, channels, and angles, MS Pipes, Chequered plates, etc in sizes and lengths as available	Rs 50,000/- per MT
21.0	COMPLETION PERIOD Commencement of work within one week of placement of LOA. Completion of services: Within 06 months from the date LOA	
22.0	CONTRACTOR'S OBLIGATION ON COMPLETION:	
22.1	On completion of work, all the temporary buildings, structures, pipe lines, cables etc. shall be dismantled and leveled and debris shall be removed as per instructions of BHEL by the contractor at his cost. In the event of his failure to do so, the expenditure towards clearance of the same will be recovered from the contractor. The decision of BHEL Engineer in this regard is final.	
23.0	CERTIFICATE TOWARDS COMPLETION	
23.1	The work under the scope of the contractor shall be 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.	
24.0	EXTENSION OF TIME	
24.1	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.	
24.2	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 shall be subjected to submission of Bank Guarantee (BG) of value equivalent to maximum LD amount by Contractor which shall be valid till completion of work and grant of final Time extension.	
24.3	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, 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.	
24.4	However, if any Time extension is granted to the contractor to facilitate continuation of	

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	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.
24.5	During the period of Time extension, contractor shall maintain their resources as per mutually agreed program.
25.0	MOBILIZATION ADVANCE/ INTEREST BEARING RECOVERABLE ADVANCE: Not Applicable for this tender.
26.0	PRICE BASIS
26.1	For Service: PVC not applicable for this tender..
26.2	Over Run Charges (ORC): ORC not applicable for this tender..
27.0	CONTRACT PRICE
27.1	Type of contract is unit item rate contract. The bidder shall quote their prices strictly as per prescribed Price schedule only. 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 BOQ 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. GST as applicable shall be payable extra at actual as per the applicable rates.
27.4	The unit rate quoted for various items of BOQ shall include all the stipulation mentioned in the tender documents and nothing extra over BOQ rates shall be payable.
27.5	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.
27.6	Orders for Supply and Services portion shall be placed separately as per BOQ.
28.0	TAXES AND DUTIES
28.1	GST shall be payable extra at actuals against GST invoice with Proof of GST Payment in each stage. Annexure-1 is attached for Terms related to GST. Clause 2.32 of GCC (Rev.01) is not applicable.
28.2	B.O.C.W Cess: Under Building and Other Construction Workers (Regulation of employment and conditions of service) (BOCW) Rule 2009 dated 30-04-2009; the contractor shall do necessary registration before commencement of work. Vide Section 46 of the BOCW Act. The required forms may be collected from office of Dy. Labour Commissioner, Sriganaganagar. Bidder should not consider BOCW Cess in their offer. Same shall be payable extra against documentary evidence, if applicable, by BHEL.
29.0	TERMS OF PAYMENT
29.1	As per clause 2.31 of GCC (Rev.01). Payment shall be made along with GST in each stage for services.
29.1.1	DOCUMENTS TO BE SUBMITTED BY VENDOR FOR PAYMENTS As per clause 2.24 of GCC (Rev.01). GST shall be payable extra at actuals against GST invoice as per the statutory provisions. Payment in each stage shall be shall be furnished as insisted by BHEL and compliance to the statutory provisions shall be ensured by vendor so as to enable BHEL to avail input tax credit of GST.

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29.1.2	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.
29.1.3	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 & correctness in all respects. The measurement will be taken by BHEL engineer as per relevant clause of GCC Rev-01 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. A pay roll sheet giving all the payments given to the workers and duly signed by the contractor's representative should be furnished to BHEL site for record purpose, if so called for.
29.1.4	For all items of works, billing shall be on item rate basis on actual measurement of work done as per the Price Schedule.
29.1.5	All admissible recovered/ adjustments etc. shall be made from the interim payable amount.
29.1.6	Retention Amount shall be as per Cl. No. 2.22 of the GCC Rev-01
29.1.7	Contractor's RA bill, complete & correct in all respects, certified by BHEL engineer, shall be paid in the following manner.
29.1.8	Contractor's RA bill, complete & correct in all respects, certified by BHEL engineer, shall be paid within 45 days of date receipt of bill subject to its completeness & correctness.
29.1.9	Such payment as above shall be effected only on certification by BHEL against completion of each stage.
29.2	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 progress of work.
29.3	It is the responsibility of the vendor to submit invoices along with documents required for effecting payment within the stipulated period mentioned in the applicable statute for this tender. Non-submission of invoices due to delay/reasons attributable to vendor resulting in / leading to loss of tax credit for BHEL will be into vendor's account.
30.0	METHOD OF MEASUREMENT
30.1	Mode of measurement shall be as per relevant clauses of technical specification of this tender. In case the same is not available the relevant IS 1200 in conjunction of IS code 3385 shall be adopted. In case the same is also not available, the standard procedure adopted in CPWD shall be adopted. In case the same is also not available in CPWD, the measurement of the work done will be based on the mutual agreement between BHEL and contractor. In all the above cases, the interpretation of BHEL will be final and binding to the contractor.
31.0	GUARANTEE
31.1	Work to be executed by bidder shall be guaranteed for a period of 06 (Six) months from the date of successful completion of work duly certified by BHEL site Incharge.
32.0	LIQUIDATED DAMAGES/ PENALTY: As per GCC Rev-01 (For Services) Clause No-2.7.9
33.0	Approval of Sub-vendors
33.1	The supplier shall supply the materials from BHEL/ RVUNL approved vendors only as specified as per technical specification nos. IS-1-13-2000-137-, Rev. 00, dtd. 10.07.2017 (enclosed).
34.0	Inspection & Inspection Agency
34.1	a) QAP shall be submitted by the Bidder for approval by BHEL/RVUNL. Vendor shall give inspection call in line with approved QAP/Customer/Owner Hold Points to

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	<p>BHEL-ISG / Third Party Inspection Agency (as informed by ISG) for arranging Customer/Owner / Third Party participation (Where ever applicable), with an advance notice of 15 working days by indigenous supplier and 30 working days by foreign supplier for participation in inspection/ Joint inspection on the proposed date. The MDCC shall be issued by Customer/Owner based on the BHEL-ISG report OR Joint inspection report of BHEL ISG & Customer/Owner (Wherever applicable). Inspection call should be furnished in the enclosed format only (Annexure III to CCC).</p> <p>b) Penalty for items not ready after inspection call / failure during inspection : The expenses incurred by Customer / BHEL for travel, stay etc. shall be recovered from the vendor's bills.</p> <p>c) Cost towards the inspection of indigenous/Offshore equipments by Customer/Customer's consultant will be to bidder's account, which includes to & fro Airfare/Railway/Road fare charges, Boarding and Lodging, local transportation and other related expenses. The cost shall be included in the price.</p> <p>d) Inspection calls shall be addressed to BHEL-ISG Purchase Department irrespective of inspection categories.</p> <p>e) No item / equipments shall be dispatched without obtaining Material Dispatch clearance certificate from BHEL-ISG Material Management Department irrespective of inspection categories.</p>
35.0	MATERIAL DESPATCH CLEARANCE (MDC)
35.1	Seller/ Contractor shall not dispatch any material before issue of MDC by Purchaser (site engineer of BHEL)/Owner.
35.2	Satisfactory completion of tests or issue of MDC shall not bind the Purchaser/Owner to accept the supply/ equipment should it, on further tests after erection, be found not to comply with the contract provisions.
36.0	AREA REQUIREMENT
36.1	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.
37.0	CONSTRUCTION OF TEMPORARY OFFICE, CONTRACTOR'S OWN STORES ETC
37.1	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.
38.0	TEST CERTIFICATE FOR T&P
38.1	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.
39.0	MMD
39.1	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.
40.0	GENERAL
40.1	Contractor will make contractor's own arrangement for contractor's communication needs at contractor's site office or residential area/ labour colony.

40.2	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 authorized/ 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.
40.3	Contractor shall submit a list of various tools, plants, material handling equipment etc being provided by them, to the Construction Manager, BHEL site before taking up the work in hand. The above items shall be deployed by contractor after taking prior approval of the Construction Manager with respect to their suitability and quality. These equipments shall not be removed from site without the written permission of the Construction Manager, BHEL site.
40.4	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.
40.5	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.
40.6	Contractor shall provide necessary first aid facilities for all contractor's employees, representatives and workmen working at site.
40.7	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.
40.8	Work procedures that are to be used during the work shall be such, as to minimize 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.
40.9	All contractor's supervisory personnel and sufficient number of workers shall be trained for fire-fighting and shall be assigned specific fire protection duties.
40.10	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.
40.11	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.
40.12	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 turns 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.
40.13	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 construction manager.
40.14	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.
40.15	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 Computerized system (SOMS/E store as applicable) ready for the inspection of the engineer at any time.
40.16	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.
40.17	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.
40.18	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.
40.19	All the contractor's employees shall carry identification cards/ gate passes while working.
40.20	Contractor, during execution of the work under scope, shall take utmost care in preserving the identification marks/ tags as available on the materials.
41.0	INSURANCE
41.1	Contractor shall arrange Insurance covering transit risks & loss, destruction or damage during handling at site, storage, erection, testing and commissioning up to scope completion including theft, sabotage, fire, lightning and other natural calamities.
41.2	The 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.
41.3	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.
41.4	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.
41.5	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/

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	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. However this will not relieve contractor of contractor's contractual obligation for the materials in contractor's custody.
41.6	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.
41.7	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.
41.8	Transit Insurance
41.8.1	<p>In BHEL Scope.</p> <p>A) Policy number -</p> <ul style="list-style-type: none"> SCE 5003004414P112521164 Policy period- 22/05/2017 to 21.05.2018 Marine Cargo Open Policy -5003002114P112528695, Policy period- 22/05/2017 to 21.05.2018 <p>B) Contact details :- Anju Kochhar Assistant Manager UIIC-LCB Delhi 9650052495 (Mobile) E-mail: anjukochhar@uiic.co.in</p>
41.8.2	<p>Prior Dispatch intimation shall be issued to Insurance agency about the value of consignment, dispatch details, along with one set of documents consisting of LR / RR copy, Packing List, Challan indicating the items dispatched (with their weights). A copy of above should be sent to the following :</p> <p>a) BHEL. Site office (Address same as Consignee address)</p> <p>b) BHEL-ISG, Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560 012.</p> <p>Contact Details: D.S. Pradeep Kumar Sarma, Sr. Engineer (Commercial) BHEL-ISG Bangalore Email ID- dsp@bhelisg.com Mob No- 9008242882 Tel No- 08022184046</p>
41.9	Other conditions of Insurance shall be as per relevant clause of GCC Rev-01 of tender.
42.0	SPECIFIC REQUIREMENTS FOR ISO 9002
42.1	Contractor shall ensure that all contractor's staff/ employees are exposed to periodical training programs conducted by qualified agencies/ personnel on ISO-9002 Standards.
42.2	Contractor shall ensure that the quality is maintained in all the works connected with this contract at all stages of the requirement of BHEL.
42.3	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.
42.4	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 authorized agency & valid fitness certificate are available for verification by BHEL.
42.5	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.
43.0	LABOUR AND SUPERVISORY STAFF
43.1	Refer relevant clauses of General Conditions of Contract (GCC Rev-01) also in this regard
43.2	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.
43.3	Contractor shall also comply with the requirements of local authorities/ project authorities calling for police verification of antecedents of the workmen, staff etc.
43.4	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.
43.5	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.
43.6	The Contractor in the event of engaging 20 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
43.7	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
43.8	Contractor may also be required to comply with provisions of ESI Act in vogue if applicable and submit evidence to BHEL.
43.9	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.
43.10	Contractor shall deploy only qualified and experienced engineers/ supervisors. They shall have professional approach in executing the work.
43.11	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.
43.12	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.
43.13	It is the responsibility of the contractor to arrange gate pass for all his employees, T&P

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	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.
43.14	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
43.15	Contractor shall not deploy women labour at night.
43.16	The contractor shall, at all stages of work deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/ Industrial Training Institute/ National Institute of Construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed I certified by State I Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/ semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.
44.0	PROVIDENT FUND & MINIMUM WAGES
44.1	The contractor is required to extend the benefits of Provident Fund to the labour deployed by them in connection with this contract as per the Employees Provident Fund and Miscellaneous Provisions Act 1952. For due implementation of the same, you are hereby required to get yourself registered with the Provident Fund authorities for the purpose of remittances of PF dues and furnish to us the code number allotted to you by the Provident Fund authorities within one month from the date of issue of this letter of intent. In case you are exempted from such remittance an attested copy of authority for such exemption is to be furnished. Please note that in the event of your failure to comply with the provisions of said Act, if recoveries therefore are enforced from payments due to us by the customer or paid to statutory authorities by us, such amount will be recovered from payments due to you.
44.2	The contractor shall ensure the payments of minimum labour wages and statutory payments thereon to the workmen under him as per the rules applicable from time to time in the state.
44.3	The final bill amount would be released only on production of clearance certificates from PF/ESI and other statutory authorities as applicable.
44.4	OTHER STATUTORY REQUIREMENTS
44.5	The Contractor shall submit a copy of Labour License obtained from the Licensing Officer (Form VI) u/r25 read with u/s 12 of Contract Labour (R&A) Act 1970 & rules before commencement of work and Valid WC Insurance copy covering all the workmen deployed by them or ESI Code (if applicable) and PF code no along with the first running

	bill.
44.6	The contractor shall submit monthly running bills along with the copies of monthly wages (of the preceding month) u/r 78(1)(a)(1) of Contract Labour Rules, copies of monthly return of PF contribution with remittance Challans under Employees Provident Fund Act 1952 and copy of renewed WC Insurance policy or copies of monthly return of ESI contribution with Challans under ESI Act 1948 (if applicable) in respect of the workmen deployed by them.
44.7	The Contractor should ensure compliance of Sec 21 of Contract Labour (R&A) Act 1970 regarding responsibility for payment of Wages. Incase of “Non-compliance of Sec 21 or non-payment of wages” to the workmen before the expiry of wage period by the contractor, BHEL will reserve its right to pay the workmen under the orders of Appropriate authority at the risk and cost of the Contractor.
44.8	The Contractor shall submit copies of Final Settlement statement of disbursal of retrenchment benefits on retrenchment of each workmen under I D Act 1948, copies of Form 6-A (Annual Return of PF Contribution) along with Copies of PF Contribution Card of each member under PF Act and copies of monthly return on ESI Contribution – Form 6 under ESI Act 1948 (If applicable) to BHEL along with the Final Bill.
44.9	In case of any dispute pending before the appropriate authority under I D act 1948, WC Act 1923 or ESI Act 1948 and PF Act 1952, BHEL reserve the right to hold such amounts from the bills payable to the Contractor which will be released on submission of proof of settlement of issues from the appropriate authority under the Act.
44.10	In addition to the clause 2.8 of General Conditions of Contract, the contractor shall comply with the following (If applicable):
44.11	The contractor should ensure compliance regarding Registration of Building Workers as Beneficiaries, Hours of work, welfare measures and other conditions of service with particular reference to Safety and Health measures like Safety Officers, safety committee, issue of Personal protective equipments, canteen, rest room, drinking water, Toilets, ambulance, first aid centre etc
44.12	The contractor irrespective of their nature of work and manpower (Civil, Mechanical, Electrical works etc) should register their establishment under BOCW Act 1996 and comply with BOCW Welfare Cess Act 1996.
45.0	COMPLIANCE TO CVC GUIDELINES FOR SELECTION AND EMPLOYMENT OF CONSULTANTS
45.1	The tender/contract shall be governed by CVC circular no 08/06/11 dt 24.06.2011 (copy enclosed).
45.2	The offers of the parties already available with BHEL-ISG for other tenders shall also be subjected to conditions mentioned in this circular. Only one order, either consultation or supplies/services, whichever is finalized earlier, shall be placed on the such bidder and the remaining offer(s) shall not be considered for further processing.
45.3	If any party, covered or not covered under clause 45.2 , is awarded this contract, such parties shall not submit offers to BHEL-ISG against any future open tender. If such offers are received, the same shall be rejected.
46.0	OTHER TERMS
46.1	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.

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	Contractor should arrange all resources, like T&P, materials, consumables, supervision etc directly for the subject job.
46.2	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.
46.3	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.
46.4	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.
46.5	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. However this will not relieve the contractor of his contractual obligation for the materials in his custody.
46.6	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.
46.7	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
46.8	Other conditions of Insurance shall be as per relevant clause of GCC Rev-01
47.0	MSE Bidder
	MSE suppliers can avail the intended benefits only if they submit along with the offer (Part-1 bid in case of two or three part bid), attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (format enclosed vide Annexure-I where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part-1 in case of two or three part bid). Non-submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.

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	<p>MSE bidders can also submit the UdyogAadhaar Memorandum along with the offer.</p> <p>Documents should be notarized or attested by a Gazetted officer.</p> <p>If the bidders fall under SC/ ST/ Women Entrepreneur category, same shall be indicated in the offer and relevant supporting documents shall be submitted along with the Part-1 bid.</p>