

ANNEXURE TO CONDITIONS OF CONTRACT FOR CIVIL WORKS

The following terms and conditions shall form a part of the tender document. If any discrepancies found between below mentioned clauses and clauses in the Conditions of Contract for Civil Works, Doc.No.-TB-Civil-GCC, Rev-02, the clauses mentioned in this annexure shall prevail.

- 1.0 Clause C-27.0 of “Over run charges”** under special conditions of contract is now deleted. No overrun charges are payable under the contract.
- 2.0 Clause C-35.0 “secured advance”** under special conditions of contract is now deleted. No advance on materials shall be payable under the contract.
- 3.0 Clause C- of “C-29.7 ”** under special condition of contract is now deleted and now this clause should be read as below.
- 3.1 TDS under Income Tax, VAT etc. if any, shall be deducted at prevailing rates on Gross Value of invoice from the running bills unless Exemption certificate form the appropriate Authority/Authorities is furnished.
- 3.2 All taxes (Except service Tax including Cess/surcharge etc on service tax as applicable) WCT under VAT act, duties, charges, royalties, duties etc. any State or Central Levy and other taxes for materials for execution of the contract shall be borne by the contractor and shall not be payable extra. Any increase of the same at any stage during execution of the contract shall have to be borne by the contractor. Quoted price of the bidder shall be inclusive of all such requirements. Contractor is responsible to furnish all documentary evidences towards registration, payment of works contract Tax and other documents in connection with State VAT Act, as may be required from time to time as and when required by BHEL. Submission of Tax Invoice is a must after Grossing up Bills as the price is inclusive of VAT, separate depiction of VAT.
- 3.3 Entry Tax: As regards Entry Tax contractor may note that they will have to submit original payment receipt of entry tax and same will be passed to BSEB and only if it is agreed/paid by BSEB then benefit of the same will be passed on to the contractor. In case claim of contractor is not agreed/ paid by BSEB, claim will not be admissible.
- 3.4 Labour Welfare Cess- Labour welfare tax (at Present @ 2%), if applicable will be reimbursed by BHEL/ BSEB on submission of original payment receipt.
- 3.5 Contractors have to make their own arrangement at their cost for completing the formalities , if required, with state Vat Authorities, for bringing their material, plant & machinery at site for the execution of contract, road permit / way bill, if required shall be arranged by the contractor and BHEL will not supply any road permit / way bill for this purpose. Contractor must be a Registered as Dealer with the state VAT Act. A copy of the said Registration certificate must be provided to BHEL before the first bill is raised by the contractor.
- 3.6 Service tax: Contractor shall obtain prior approval of BHEL for adopting the scheme for payment of service tax for this contract before the first bill is raised by the contractor. BHEL reserves the right to disagree with the scheme proposed by the contractor .The decision of BHEL shall be final and the contractor shall be bound to adopt the scheme of service tax as finalized by BHEL.

Service Tax (including Cess/surcharge etc on service tax as may be applicable) as legally leviable & payable by the contractor under the provisions of applicable law/ act, shall be paid by BHEL extra as per provision of applicable law. The contractor must be duly registered service provider under service tax law The invoice shall be a Tax invoice

under service tax law and it should clearly depict following (i) the service tax registration number of the contractor (ii) the amount of service tax (iii) the rate of service tax (iv) any other requirement specified by law.

BHEL will not be held to be responsible for any non-compliance of the contractor in respect of various service tax rules, being framed from time to time.

Contractor will be required to provide all necessary documents / certificates as may be necessary for availment of input credit by BHEL.

- 3.7 Tender rates are inclusive of all taxes, duties levies etc except service tax, entry tax & Labour Welfare Cess. Any increase by the government in any of taxes except service tax, entry tax & Labour Welfare Cess shall be borne by contractor. Service tax as per Clause No. 3.6 above will be paid extra as per Contract. However, regarding newly introduced taxes (i.e. taxes introduced by government after tender opening date) reimbursement will be made subject to following

(a) if new tax introduced by Central Govt. /state Govt./ /Municipality becomes directly applicable on items specified in Bill of Quantities and as per the scheme announced by the government and new tax is neither in lieu of substitution nor in lieu of abolition, reduction of any of present taxes but is altogether a new tax, full reimbursement will be made provided it becomes directly applicable on items specified in BOQ.

(b) If new tax introduced by Central /state Govt. becomes directly applicable on items specified in Bill of Quantities but is in substitution /abolition /reduction of any present taxes other than service tax, no reimbursement will be made to that effect.

(c) If new tax introduced by Central /state Govt becomes directly applicable on items specified in Bill of Quantities but EITHER is in substitution /abolition of service tax OR is in substitution /abolition of service tax as well as any or all of present taxes, reimbursement will be made only to the extent service tax rate, which the contractor is entitled as per contract on the date immediately prior to date on which rate of new tax announced by Government becomes applicable/effective. New tax shall be paid at actual restricted to service tax rate which the contractor is entitled on the date immediately prior to date on which rate of new tax announced by the Govt. becomes applicable/effective, will have to be borne by contractor .If required, unit rates specified in BOQ may have to be appropriately adjusted for the work/bills pertaining to period after new tax becomes applicable.

It is further clarified in any of above cases, no reimbursement of any new tax shall be considered unless new tax becomes directly leviable on items specified in BOQ.

4.0 Clause C-26.0 “Price Variation” under special conditions of contract is now deleted and now this Clause should be read as below.

- 4.1 In order to take care of variation in cost of execution of work on either side, due to variation in the index of LABOUR, HIGH SPEED DIESEL OIL, ELECTRODE and MATERIALS (OTHER THAN CEMENT & STEEL), Price Variation Formula as described herein shall be applicable.
- 4.2 85% component of Contract Value shall be permitted to be adjusted for variation in various relevant indices during execution of work. The remaining 15% shall be treated as fixed component.
- 4.3 The basis for calculation of price variation in each category, their component, Base Index, shall be as under:

Sl. No.	Category	Base Index	Component (K)
1	Labour	'MONTHLY ALL-INDIA AVERAGE CONSUMER PRICE INDEX NUMBERS FOR INDUSTRIAL WORKERS' published by Labour Bureau, Ministry of Labour and Employment, Government of India. (Website: labourbureau.nic.in)	40
2	High Speed Diesel Oil	Name of Commodity : HSD OIL. Type : INDIVIDUAL COMMODITY (See Note A)	5
3	MATERIALS (Other Than Cement & Steel)	Name of Commodity: ALL COMMODITIES Type: GROUP ITEM (See Note A)	40

Note:

A. As per the 'MONTHLY WHOLE SALE PRICE INDEX' for the respective Commodity and Type, published by Office of Economic Adviser, Ministry of Commerce and Industry, Government of India. (Website: www.eaindustry.nic.in). Revisions in the index or commodity will be re adjusted accordingly.

4.4 Payment/recovery due to variation in index shall be determined on the basis of the following notional formula without any initial absorption, in respect of the identified components viz LABOUR, HIGH SPEED DIESEL OIL, CEMENT & MATERIALS,

$$P = K \times R \times \frac{(X_N - X_0)}{X_0}$$

Where

P = Amount to be paid/recovered due to variation in the Index for Labour, High Speed Diesel Oil, Cement and Materials

K = Percentage component applicable for Labour, High Speed Diesel Oil, Cement and Materials

R = Value of work done (Excluding Taxes and Duties if payable extra) for the billing month (The month in which the work has been performed)

X_N = Revised Index No for Labour, High Speed Diesel Oil, Cement and Materials for the billing month (The month in which the work has been performed) under consideration.

X₀ = Index no for Labour, High Speed Diesel Oil, Cement and Materials as on the Base date.

4.5 Base date shall be calendar month of the latest date of submission of Tender.

4.6 PVC shall not be payable for the ORC amount, Supplementary/Additional Items, Extra works executed on manday rates basis.

- 4.7 The contractor shall furnish necessary monthly bulletins for the necessary indices from the relevant websites along with his Bills.
- 4.8 The contractor will be required to raise the bills for price variation payments on a monthly basis along with the running bills irrespective of the fact whether any increase/decrease in the index for relevant categories has taken place or not. In case there is delay in publication of bulletins (final figure), the provisional values as published can be considered for payments and arrears shall be paid/recovered on getting the final values.
- 4.9 PVC shall be applicable for the entire original contract period plus the extended period. However the Total Quantum of Price Variation amount payable/recoverable shall be regulated as follows:
- i) For the portion of backlog attributable to the contractor, the PVC will be based on the average of the indices for the period of the original contract period.
 - ii) For the period of Force Majeure, the PVC will be limited to the indices applicable at the beginning of the force majeure period.
 - iii) For the portion of backlog attributable to BHEL, the PVC will be as per the indices applicable for the respective months.
 - iv) The total amount of PVC shall be limited to 20% of executed contract value. Executed contract value for this purpose is exclusive of PVC, ORC, Supplementary/Additional Items, Extra works executed on manday rates basis.

5.0 BHEL ISSUED MATERIALS

5.1.1 STEEL (REINFORCEMENT, MS ROD & STRUCTURAL)

- 5.1.1.1 The steel (Reinforcement, MS Rod & Structural) for the works shall be supplied by BHEL as per BOQ. Hence under items of steel (Reinforcement & Structural) in BOQ, the bidders are required to quote labour rates only. **(Applicable only for items where BHEL supply is mentioned in the BOQ).**
- 5.1.1.2 The steel (Reinforcement, MS Rod & Structural) shall be made available to the contractor within project area. The contractor shall collect these material from BHEL Store/ Storage yard.
- 5.1.1.3 Bidder to note that steel required for their enabling job like store/site office etc shall be arranged at his own cost
- 5.1.1.4 The contractor shall solely be responsible for the safety & security of material after it is handed over and issued to contractor by the BHEL.
- 5.1.1.5 BHEL issued materials, shall not be under any circumstances whatsoever, and shall be taken out of the project site unless otherwise permitted by BHEL for outside job.

5.1.2 **ISSUE OF STEEL: -**

The steel shall be issued to the contractor on the following basis:

(A)	Reinforcement Steel	Weighment basis (unit – MT)/ linear and earthing rod (MS round). Measurement (section wt. As per relevant IS code)
(B)	Structural Steel	Weighment Basis (unit – MT) / Linear Measurement (section wt. As per relevant IS code)

All the steel (Reinforcement, MS Rod & Structural) issued by the 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, approved laps, chairs and lugs. The measurement for payment as well as for accounting shall be based on linear measurements and the sectional weight as indicated in the following IS specifications.

Sl.no	IS code (s)	Description
1	IS: 808-1964	beams, channels and angle
2	IS: 1730-1961	plates, sheets and strips
3	IS:1732-1971/IS 1786	Rounds including deformed high yield strength bars/TMT rebar.

In case any such sectional weights are not available in the above documents, the manufacturer recommendation shall be binding. 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.

The contractor shall satisfy himself of the quality and quantity of the materials at the time of taking delivery from BHEL stores/storage yard. No claims whatsoever will be entertained by BHEL because of quality or quantity after the contractor takes the materials from BHEL stores/storage yard.

The contractor shall submit to the engineer, a statement indicating estimated quantity of steel required during a quarter at least two months in advance of the quarter. In addition, the contractor shall also furnish the estimated requirement of steel during a month by the third week of the previous month indicating his requirement.

Bidders to ensure that no lamination materials are taken over by them from BHEL stores. Fabrication wastage, if any due to above, shall not be compensated by BHEL.

5.1.3 **RETURN OF STEEL:-**

All surplus steel and all wastage materials will be taken back on weighment basis. However linear measurements shall also be acceptable for unused/ full size materials.

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.

All wastage / scrap (including melting scrap, wastage, and unusable scrap) shall be returned item wise to the stores 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.

All scrap for reinforcement steel (Cut pieces) shall be returned separately.

All scrap for structural steel including melting scrap shall be returned separately.

5.1.4 STEEL CONSUMPTION & WASTAGE

5.1.4.1 REINFORCEMENT STEEL & MS ROD

(A) CONSUMPTION:

The theoretical consumption of various section / diameter of reinforcement shall be based on approved construction drawing and bar bending schedule, approved laps, chairs & lugs. The 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 for the theoretical consumption including rolling tolerances. The consumption / wastage shall be determined as under:

- I) Actual consumption = (QTY issued by BHEL) – (surplus QTY returned by the contractor).
- II) Surplus = Un-tampered and unused quantity of steel returned by the contractor to BHEL supported by relevant documents
- III) Wastage = actual consumption - theoretical consumption (as erected quantity)

(B) WASTAGE

Allowable wastage: (+5%) of the theoretical consumption shall be considered as allowable wastage.

Wastage is further classified as cut pieces [pieces of lengths 3 m and above] and scrap (including pieces of lengths less than 3 m) measured as per actual weightment basis.

Sl.	Reinforcement steel & MS Rod	Basis of issue & penal recovery
R-1	Theoretical consumption [without considering wastage and scrap of loss	Free
R-2	Wastage limited to plus five percent [+5%] of aforesaid theoretical consumption [r-1] towards allowable wastage [cut pieces plus scrap to be returned to BHEL]	Free
R-3	Wastage beyond five percent [+5%] of the theoretical consumption above (r-1).	Penal rate @ 50% over & above the procurement rate

5.1.4.2 STRUCTURAL STEEL

(A) CONSUMPTION

The theoretical consumption of various sections shall be based on approved construction drawing and bar bending schedule. Weight shall be calculated considering/based on linear measurements and 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. However if rolling margins exceeds the limit stipulated in IS codes, the same shall be considered for reconciliation purpose.

- I) Actual consumption = Issue – Surplus (unused).
- II) Surplus = Un-tampered and unused qty. of steel returned by the contractor to BHEL store along-with relevant documents.
- III) Wastage = Actual consumption – Theoretical consumption.

(B) WASTAGE

Allowable wastage: - 5% (five percent) of the theoretical consumption shall be considered. Wastage shall be considered as cut pieces and scrap material, measured as per actual weightment basis. Invisible wastage, if any, shall be considered to be included in the specified 5 % allowable wastage.

Sl. No.	Structural Steel	Basis of issue & Penal recovery
S-1	Theoretical consumption (without considering wastage and scrap or loss)	Free
S-2	Wastage limited to plus five percent (+5%) of aforesaid theoretical Consumption (S-1) towards allowable Wastage (cut pieces plus scrap to be Returned to BHEL).	Free
S-3	Wastage beyond five percent (+5%) of the theoretical consumption above (S-1). (Cut pieces plus scrap to be returned to BHEL).	Penal Rate @ 50% over & above the procurement rate

5.2.0 CEMENT

5.2.1.1 The cement for the works shall be supplied by BHEL as per BOQ.

5.2.1.2 The cement shall be made available to the contractor within project area. The contractor shall collect these material form BHEL Store/ Storage yard.

5.2.1.3 Bidder to note that cement required for their enabling job like store/site office etc shall be arranged at his own cost

5.2.1.4 Cement as received from manufacturer/ stockiest will be issued to you. The theoretical weight of each bag of cement for issue purpose will be considered as 50kg. You shall be accountable for the cement issued to you on this notional weight only. No claim whatsoever will be entertained because of difference between the theoretical & actual weight of the bags of cement.

5.2.2 RETURN OF CEMENT:

Sealed cement bags remaining unused and in perfectly good condition at the time of completion or termination of the contract shall be returned promptly, if BHEL/ engineer is satisfied of the physical condition of the cement. Return of such cement to the project stores/ place as identified within the project area by engineer/ BHEL will not be entitled to handling and incidental charges. Surplus sealed and good conditioned cement bags will be taken back on weighment basis.

5.2.3 CONSUMPTION:

The theoretical consumption of cement shall be based on the following:-

For design mix concrete: as per approved design mix.

For nominal mix concrete work: as per minimum cement as specified or as approved by engineer-in-charge.

For item of works, where volume mix is permitted in writing by the BHEL, for masonry work, plaster other miscellaneous items, the cement consumption shall be governed by the "statement of cement consumption" attached to delhi schedule of rates of cpwd-dsr-2007 unless otherwise specified in the specifications or the drawing of contract or mutually agreed.

Actual consumption= qty issued by BHEL- surplus/unused qty. Of cement returned in good condition by you to store. (no sweep cement will be taken back by BHEL).

5.2.4 WASTAGE

Allowable wastage: - two percent (+2%) of theoretical consumption of cement unless specified in the technical specification.

For any material issued by BHEL to you free of cost, and which is not accounted for by you to BHEL, then recovery for such material shall be effected at penal rates.

SL.	CEMENT CONSUMPTION	BASIS OF ISSUE AND PENAL RECOVERY
C-1	Theoretical consumption (without considering any wastage or less).	Free.
C-2	Actual consumption being limited to plus two percent (+2%) of aforesaid theoretical consumption towards allowable wastage.	Free.
C-3	Actual consumption beyond two percent (+2%) of above (c-1).	Penal rate @ 50% over & above the procurement rate

5.3.0 RECONCILIATION OF BHEL ISSUED MATERIALS: -

- 1) The contractor shall submit a reconciliation statement of steel issued to them with each RA bill. BHEL engineer's certification will be final on this matter.
- 2) At the time of submission of bill(s), the contractor shall properly account for the material issued to him as specified herein to the satisfaction of BHEL certifying that the balance materials are available with contractor's custody at site.
- 3) At the time of submission of bills by the 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.
- 4) The approved drawings/bar bending schedules are to be considered for the purpose of reconciliation of materials.

6.0 RESPONSIBILITY OF CONTRACTOR IN RESPECT OF LAWS/ STATUTORY RULES / REGULATIONS

It shall be mandatory for the contractor to comply with Building and Other Construction Worker (Regulation of Employment and Conditions of Service) Act, 1996 and Rules of 1998 read with Building and other Construction Workers welfare Cess act, 1996 and Cess Rules.

It shall be the sole responsibility of the contractor to apply for a license to the Competent Authority under the Building and Other Construction Worker (Regulation of Employment and Conditions of Service) Act, 1996 and Rules of 1998 read with Building and other Construction Workers welfare Cess act, 1996 and Cess Rules and obtain proper certificate thereof by specifying the scope of its work. It shall also be responsibility of the contractor to furnish a copy of such certificate of license / permission to BHEL within 2 months from date of start of award of work at site or along with 1st RA bill whichever is earlier.

It shall be the responsibility of the sub-contractor to furnish the receipts / challans towards deposit of the cess together with the number, name and other details of beneficiaries (building or construction workers) engaged by the sub-contractor during the preceding month.

The onus shall lie on the contractor to register with the authorities and provide the details of the amount remitted to the authorities. In case the contractor fails to comply with the BOCW act, no payments shall be released to the contractor.

In case the customer owns the responsibility of compliance of BOCW act and deducts the amount from BHEL, the same shall be deducted from the RA bills of the contractor.

In the event of any penalty or other implication due to non compliance of statutory obligation the same shall be on contractor's account.

7.0 The Clause No. C-29.1 & C-29.2 “TERMS OF PAYMENT” of Conditions of contract for civil works stands deleted. Now the modified clause shall be read as below

- C-29.1 The contractor shall be paid monthly running bill to a maximum of 95% (retaining 5% from each running bill) of value of the works actually executed on site provided the work has been executed to the satisfaction of the Engineer. From this amount recoveries such as security deposit, income tax etc. would be made. The certificate of the Engineer regarding such approval and passing of sums so payable shall be final and conclusive against the contractor.
- C-29.2 All the progressive / monthly RA Bills shall be prepared on the basis of joint protocol signed by BHEL/ BSEB/ BSEB's Consultants and sub contractor for day to day work. Monthly RA Bills shall be prepared by sub contractor and shall be submitted on stipulated date of every month. Bill shall be finally checked / verified by BHEL and payment shall be released to subcontractor by BHEL. However, the usual recoveries would be effected from bill.

8.0 CONDITIONS FOR ACCEPTANCE OF BANK GUARANTEES

Contractors are advised to obtain Bank Guarantee preferably from any of the following BHEL consortium banks

Sl. No.	Nationalized Bank		Nationalized Bank
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign bank
5	Corporation bank	21	CITI Bank N.A
6	Central bank of India	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Overseas Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	The Royal Bank of Scotland N.V.
10	Punjab National Bank	26	J P Morgan
11	Punjab & Sindh Bank		Private bank
12	State Bank of India	27	Axis Bank
13	State Bank of Hyderabad	28	The Federal Bank Limited
14	Syndicate Bank	29	HDFC
15	State Bank of Travancore	30	Kotak Mahindra Bank
16	UCO Bank	31	ICICI
17	Union Bank of India	32	Indusind Bank
18	United Bank of India	33	Yes Bank

Conditions for acceptance of Bank Guarantees from Banks outside BHEL's consortium shall be as below:

The Bank Guarantees of all Public sector banks can be accepted (in addition to consortium banks)

The Bank Guarantees of Co-operative banks shall not be accepted.

Bank Guarantees of other than consortium bank and public sector bank can be accepted subject to an overall exposure limit (at New Delhi) of Rs. 10 crores for banks with networth of more than Rs. 500 crores as on last balance sheet date and Rs 5 crores for banks with net worth between Rs. 350 to Rs 500 crores (A certificate and copy of latest Balance Sheet to be given by the Bank at the time of submission of Bank Guarantees).

In case of private sector banks a clause to be incorporated in the text of Bank Guarantee that it can be enforceable by being presented at any branch of the bank.

In case of foreign vendors the bank guarantees issued by foreign banks may be confirmed by our consortium bank in India.

In case of Bank Guarantees given by Non-Consortium banks (Private sector or Public sector), the Bank Guarantees are to be enforceable in New Delhi or the town/ city in which the sector/ project is located.

9.0 OVER ALL PRICE VARIATION

The individual quantity can vary to any extent or may be deleted for which no compensation will be payable to the contractor and the rates will remain firm. Also the rate of each item remains firm as long as the variation in the total value of work executed under the contract including extra items if any remains within plus/minus 30 percent of the contract value. In case the actual value of executed work including extra work on completion of work becomes less than 70% of the basic/original contract value than the following method shall be adopted.

The actual executed value shall be raised by 7% (For arriving at the final payment against work executed) subject to the condition that total value of work executed plus increase by 7% as above shall be limited to 70% of the basic/original contract value. The rate quoted shall be firm irrespective of any upward variation in the contract price.

It is further clarified that the enhancement/rate revision on the basic rate as per PVC clause shall not be accounted for the purpose of operating this clause.

10.0 Clause No. C.24.0 (Delay and Extension of Time) of Conditions of Contract for Civil Works has been modified as below:

If, in the opinion of the Engineer, the work is delayed

- i) by reason of abnormally bad weather, or
- ii) by reason of serious loss or damage by fire, or
- iii) by reason of civil commotion, local combination of workmen, strike or lockout, affecting any of the trades employed on the work, or
- iv) by delay on the part of the agency or tradesman engaged by the BHEL in executing work not forming part of the contract, or

- v) By reason of any other cause which in the absolute discretion of the Engineer is beyond the contractor's control, then in any such case, the Engineer (or higher authority) may make fair and reasonable extension in the completion dates of the individual items of work of the contract as whole. Such extension which will be communicated to the contractor by the Engineer in writing shall be final and binding on the contractor. No other claim in this respect for compensation, idle labour or otherwise howsoever is admissible. Upon the happening of any such event causing delay the contractor shall immediately give notice thereof in writing to the Engineer but shall nevertheless use constantly his best endeavour to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the Engineer to proceed with the work.
- vi) In case of delay in completion of work BHEL reserve the right to grant time extension under the following options depending upon the performance of the vendor:
 - a. Time extension without levy of LD in case it is found that delay is not attributable to the vendor.
 - b. Time extension with deduction of applicable LD in line with Liquidity Damage clause if the delay is solely attributable to the vendor..
 - c. In case facts of delay is not settled, BHEL reserve the right to grant provisional time extension for delay in completion of total work or part thereof and running/ interim payments to the vendor will be released without deduction of LD subject to submission of additional Bank guarantee equivalent to maximum LD amount valid till completion of work under their scope and grant of final time extension.

During provisional time extension period ORC/ PVC shall not be payable to the contractor. The Final Delay analysis shall be prepared on completion of the work. In case of delay is not attributable to contractor as per final delay analysis the ORC/ PVC shall be released along with the final bill without any interest charges attributable to BHEL.

In case of delay attributable to contractor, LD shall be deducted for that period in line with clause "Compensation/ LD/ Penalty for delay in execution" of conditions of contract and balance ORC/ PVC (if any) shall be released along with the final bill without any interest charges attributable to BHEL.

- vii) PVC/ ORC shall be governed by respective clauses in the NIT.

11.0 All other terms and conditions of tender shall remain unchanged.