TENDER DOCUMENT

TENDER No: SRO/CON/ETS/025 dated 03.10.2019

FOR

“Construction of Substructure works upto plinth and Other works of main plant area of Package 1 (Unit 1 & 3) – Pkg 1C”

VOLUME – II

Additional Conditions of Contract General,

Technical Specifications (TSPGENCO),

BHEL Tender Documents

&

Drawings

Criteria
1.0 The following Additional Conditions of Contract shall be read in conjunction with General Conditions of Contract. If there are any provisions in these Additional Conditions of Contract, which are at variance with the provisions of General Conditions of Contract, the provisions in these Additional Conditions of Contract shall take precedence.

2.0 Introduction

5 x 800 MW Yadadri Thermal power stations is being set up by TELANGANA STATE GENERATION CORPORATION here in after called “Owner” at a site in Veerlapalem village, Dameracherla Mandal, NALGONDA DISTRICT, TELANGANA STATE, India. The said project was operated as an EPC contract and the same was operated by BHEL (here in after called BHEL) as EPC contractor. Further, the EPC project has divided in to multiple package and civil and structural works of unit 1 & 3 as package -1 was awarded to EPI as a “MAIN CONTRACTOR”.

EPI invited offer from the eligible BIDDERS/CONTRACTORS to execute the “Substructure works up to plinth and Other Works of Package 1 “as Package-1C (hereinafter referred to as “Works”) and detailed scope of work is mentioned in below chapter.

The Bidder shall acquaint himself by a visit to the site, if felt necessary, with the conditions prevailing at site before submission of the bid. The information given here in under is for general guidance and shall not be contractually binding on EPI / BHEL/ Owner. All relevant site data /information as may be necessary shall have to be obtained /collected by the Bidder.

These Special Conditions of Contract shall be read in conjunction with General Conditions of Contract, Instructions to Tenderers (ITT), Notice Inviting Tenders (NIT), Bill of Quantities (BOQ), Tender Drawings, and Technical Specifications & Other Tender Documents

3.0 Scope of work:

The project site for the work is clear and readily available.

The brief scope of work included in this tender shall include (but not limited to) for Construction of “Substructure works upto plinth and Other works of main plant area of Package 1 ( Unit 1 & 3) – Pkg 1C” for 5 x 800MW Yadadri TPS – Package 1C as mentioned below, including supply of all materials (excluding cement & Reinforcement Steel, MS Rails and MS Rounds for below ground earthing), labour, tools and plants. The scope of work is indicative but not limited to the given below." (herein after referred to as “Works’) as per Technical specifications, Drawings, BOQ, Instructions and Terms and conditions given in Tender Documents.

Package 1 consists of civil and architectural works of superstructure of power house, bunker and civil and architectural works in other areas of main plant of Units 1 & 3. Each Unit of this package-1 consisting of the following structures,

i) Superstructure civil works of Power house building including CCR
ii) Coal bunker floors
iii) Auxiliary boiler foundations (1 no.)
iv) ID system duct supporting foundations
v) ESP control room building
vi) Transformer yard including GT/ST foundations  
 vii) Cable trenches  
 viii) Paving, roads & drains  
 ix) Pipe rack foundations  
 x) Interconnecting walkway  
 xi) Boiler lifts machine room  
 xii) Underground utilities  
 xiii) Pavement including miscellaneous buildings (including foundations)  
 xiv) Filling (Part of levelling and grading works in plant area as per site condition)  
 xv) Superstructure civil works of Power house building including CCR  
 xvi) Apart from above, any other services (Building/Foundation/Structure) not covered above but required as per direction of EPI / BHEL/Owner are deemed to be included in the scope of work.

The work is to be carried out on Item rate basis as per bill of quantities and tender conditions.

4.0 Order of Precedence

Clause 42.1 of GCC stands amended as under:
In case of difference, contradiction, discrepancy, dispute with regard to Conditions of Contract, Specifications, Drawings, Bill of Quantities and Rates quoted by the Contractor and other documents forming part of the contract, the following shall prevail in order of precedence

4.1 Contract Agreement which includes NIT, Special Instructions to Tenderer/Bidder, Memorandum.  
4.2 Letter of Intent, detailed letter of Work Order along with statement of agreed variations and its enclosures.  
4.3 Description in Bill of Quantity / Schedule of Quantities  
4.4 Special Conditions of Contract.  
4.5 General Technical Specification as given in the Tender Documents.  
4.6 General Conditions of Contract.  
4.7 Drawings  
4.8 DSR latest edition, CPWD technical specifications / building data BIS specifications and Client specifications

5.0 TIME SCHEDULE & PROGRESS

The clause No. ‘43.2’ of General Conditions of Contract (GCC) of this Tender document shall be read as under:

The contract period for completion of entire work of each package under scope shall be **09 (Nine) months from the “COMMENCEMENT OF CONTRACT PERIOD”** as specified earlier for completion of the entire work. The contractor shall also furnish within 10 days of date of letter/telegram of Intent a Time and Progress Chart (Bar Chart) for completion of work within stipulated time by the consultation with EPI / BHEL Site in Charge. The contractor shall also ensure achievement of milestones as decided by Engineer in Charge /BHEL.

This shall be approved by EPIL. This approved Bar Chart shall form a part of the agreement. Achievement of milestones as well as total completion has to be within the time period allowed.
5.1 COMMENCEMENT OF CONTRACT PERIOD

The overall responsibility of the project by the contractor shall commence from the date of issue of LoI. The date of commencement of work under the LoI shall be mutually agreed date between contractor and EPI/BHEL site in charge.

6.0 Defect Liability Period:

Defect Liability Period as per GCC Clause No: 74.0 stands amended as “Guarantee period” and total time period of granntee period is twelve months (12 months). The said Guarantee period of 12 months for each package shall commence from the date of completion of the scope of the work in this package, as certified by EPI site in charge.

7.0 Security Deposit Cum Performance Bank Guarantee of Clause 9.0 of GCC shall be read as “SECURITY DEPOSIT” and amended as below:

7.1 In the event of award of “Works”, Contractor shall submit to EPI, Bank Guarantees OR Demand draft (in the name of Engineering Projects (I) Ltd., payable at Chennai ) from a Nationalized Bank / Scheduled Bank towards security deposit @ 5.0% (Five Point Zero) of the contract value of the accepted tender within 10 days from the date of LOI as per the EPI format enclosed and BG shall be initially upto the completion period as stipulated in the Letter of Intent / Award + 3 months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by EPI/BHEL failing which EPI at his discretion may revoke the LOI & forfeit the EMD furnished along with tender.

(OR)

7.2 At least 50% of the Security Deposit including the EMD (if deposited in DD/ Cash) should be deposited in any form as prescribed above and the balance 50% of the Security Deposit will be recovered by deducting 10% of the gross amount progressively from each running bills of the contractor till the total amount of the required Security Deposit is collected.

7.3 The recoveries made from running bills towards SD amount will be released against submission of equivalent Bank Guarantee in the prescribed formats, but only once, before completion of work. The Security Deposit shall not carry any interest.

7.4 Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor along with the ‘Final Bill’ after deducting all expenses / other amounts due to EPI under the contract / other contracts entered into with them by EPI

8.0 RETENTION MONEY Clause no. 10.0 of GCC shall be read as “PERFORMANCE SECURITY DEPOSIT ” and amended as under:

After award of work, before commencement of work at site Vendor shall submit 5% of the contract value towards Performance Security Deposit, in the form of (a) or (b) below.

(a) CASH 5% of the contract Value towards Performance Security Deposit, before commencing the contract

(or)

(b) Recovery 5% from Each Running Bill towards Performance security deposit.

Refund of Retention Amount shall be as follows:

8.1 50% of retention amount along with ‘Final Bill’

8.2 Balance 50% will be released after completion of Performance Guarantee Period (i.e., after expiry of Guarantee period), provided all the defects noticed during the guarantee period have been rectified to the satisfaction of EPIL site in charge and after deducting all
expenses/ other amounts due to EPI under the contract/ other contracts entered into by EPI with them. This portion of Performance Security Deposit, amount can be released on commencement of the Guarantee Period, on submission of equivalent Bank Guarantee.

8.3 The performance security deposit mentioned herein above is in addition to Security Deposit as stated above.

9.0 Mobilization Advance -
Clause no. 8.0 (8.1, 8.3, 8.4, 8.5, 8.6) of General Conditions of Contract (GCC) stands deleted.

10.0 Plant and Machinery: Necessary Plant and Machinery to suit the requirement of work and as directed by EPI shall be deployed by the contractor on taking over of site as per the following list:

10.1.1 Back hoe loader like JCB – 1 No.
10.1.2 Excavator equivalent to capacity of Poclain CK90 or higher to suit the requirement of work at site – 1 No
10.1.3 Automatic concrete batching plant with printing facility (minimum capacity of 30 CUM/Hr each) with DG backup with minimum 1 Nos. of silo per batching plant (100MT each)-1 no Transit mixer (5/6 M3 capacity)– 3 Nos.
10.1.4 Concrete pump (60 CUM/ hr min capacity & lift 90M) – 1 No.
10.1.5 Self-priming dewatering pump 5 HP (diesel/electric)- 5 nos.

11.0 SECURED ADVANCE: Clause no. 35 of GCC shall be deleted:

12.0 Payment Conditions:-
Payment condition mentioned in Clause no 37.0, 37.1, 37.2, 37.3 and 37.4 of EPI GCC is modified, by considering the sequence of work, as follows with respect to the nature of work.

i. Interim bills in the form of monthly running bills prepared by the contractor in soft as well as Hard copies shall be based on the quantities executed and measured.

ii. 60% item rate shall be released after completion of works certification by Engineer in charge.

iii. 40% of the item rate shall be released after submission of the quality check formats as per the quality plan for the quantum of work billed and duly certified by Engineer in charge.

iv. The Contractor shall become entitled for payment of RA bills /Final bill etc., after certification from EPI Site Engineer without waiting for corresponding payment(s). Contractor has to submit proper GST invoice against each RA Bill for release of payment. The Contractor shall have no claim on EPI in case the payments are delayed due to any reason whatsoever.

v. The payment shall be made as per mode of payment released to EPI by BHEL.

13.0 METHOD OF MEASUREMENT

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 not available in CPWD also, the measurement of the work done will be based on the mutual agreement between EPI/ BHEL and contractor. In all the above cases, the interpretation of EPI / BHEL will be final and binding to the contractor.
14.0 Taxes and Duties: The following shall be also read with clause no 13 of GCC:

a. The bidder/Contractor must be registered with GST and should have valid GSTIN number of the respective state of the project.

b. The bidder/contractor must submit as an compliances of GST Act, the invoices in GST compliant format.

c. Contractor’s price/rates shall be exclusive of GST & Cess (if applicable) (herein after termed as GST). Contractor shall submit to EPI / BHEL the GST compliant tax invoice/debit note/revised tax invoice on the basis of which EPI/BHEL will claim the input tax credit in its return. Since this is a works contract, the applicable rate shall be @ 18% GST, as applicable presently.

d. GST charged in the tax invoice/debit note/revised tax invoice by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with time of filing the monthly return. TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills.

e. The bidders/contractors are requested to update/upload the GST/Taxes data periodically so as to avail ITC credit by EPI failing which it shall be recovered/ adjusted by EPI without any prior notice from the next invoices or available dues with EPI.

f. Labour cess shall be deposited @ 1% of value of work done or as applicable from to time as per the directions of Government of Telangana by EPI. However, all the documentation and labour records shall be maintained properly by the contractor. It shall be produced to EPI / BHEL/ as and when is required.

g. Seigniorage Charges: The rate quoted by bidder inclusive of all royalty / signorages. The Seigniorage charges will be recovered as per rules from the work bills of the contract or based on the theoretical requirement of material as per GO Ms. No 198 of Industries and commerce (MI) Dept. dated 13-08-2009 at the rates decided by Govt. time to time. Seinorage/ Royalty slips for material supplied at site shall be submitted along with each RA Bill and for onward submission to client.

h. In case EPI is forced to pay any of such taxes ( labour cess and Seigniorage ), EPI shall have the right to recover the same from his bills or otherwise as deemed fit.

i. The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of EPI and shall also furnish such other information/document as EPI may require from time to time.

15.0 All men, materials, machinery, tools and plants, infra-structure, resources etc., as required for execution of “Works” shall be provided and arranged by CONTRACTOR for their portion of work. The amount/rate quoted in their offer by CONTRACTOR to EPI includes all charges, all direct and indirect cost of works, materials, labour, plant & equipment, all taxes( Except GST) , duties, levies, royalties, and labour welfare cess etc., all transportation charges including for cartage of issue material, electricity and water charges, site offices expenses, labour camp, bank guarantee charges, insurance charges, EPF/CPF/ Statutory contributions, preparation of all required design & detailed engineering and all required drawings etc., other expenses whatsoever, incurred on execution, completion and maintenance of the “Works” as per ‘Tender Documents’ and their own overheads and profit etc. CONTRACTOR shall comply with all the requirements laid down as per ‘Tender Documents’ as per terms, conditions, specifications, drawings, documents etc. given in the ‘Tender Documents’ for the completion, handing over, maintenance period etc. for the project. The contractor will not be allowed to take out equipment’s from the site without the written permission of BHEL/EPI.

16.0 The rate quoted by the party is inclusive of constructing temporary approach road to site, fencing, HSE/ safety gadgets, firefighting equipment’s, etc.as required for completion of work. Non conformity of safety rules and safety appliances will be viewed seriously and the BHEL has rights to impose fines on the contractor as per HSE manuals of BHEL.

Signature of Contractor with seal

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EPI
17.0 **PRICE VARIATION:**

Escalation as per Clause 16.0 of GCC of EPI stands good as No claim on account of any Price Variation / Escalation on whatsoever ground shall be entertained at any stage of works.

18.0 **Quantity variation:** Following Clauses shall be read in conjunction with GCC Clause No 69.1

i. The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side). The quoted rates for individual items shall remain firm irrespective of any variations in the individual quantities

ii. No compensation becomes payable in case the variation of the final executed contract value is within the limit of plus / Minus (+/-) 50% (Fifty Percentage) of awarded contract value.

iii. In case the finally executed contract value increases above the awarded Contract Value due to quantity variation, there will be no upward revision in the rates for the individual items and also contractor is not eligible for any compensation.

19.0 **Payment against Extra / Deviation/Supplementary items:**

Extra/ Deviation/ Supplementary items shall be carried out with prior approval of BHEL/EPI. However, payment shall be released after receipt of corresponding payment(s) from the BHEL. EPI overheads expenditure of 10% will be deducted from each corresponding payment.

20.0 **Free issue of material**

Clause no 44.0 of EPI GCC shall amended as follows, (refer Client document volume 1 of TCC - VOLUME-IA PART-I CHAPTER – XIII ACCOUNTING OF MATERIAL ISSUE-1.13.1,1.13.2)

i. The Contractor shall, at his own expense, provide all materials, required except Cement & Steel for the works.

ii. Cement & Reinforcement steel for civil works & MS round for below ground earthing shall be provided by BHEL free of cost. Embedment /inserts required for the works in general shall be supplied by the bidder and payment shall be made as per corresponding item in BOQ.

iii. **Wastages:** For steel works Wastage beyond FOUR percent (+4%) of the aforesaid theoretical consumption shall be Penal rate. And for cement Actual consumption beyond one and half percent (+1.5%) of above shall be Penal rate.

iv. Contractor is responsible for carrying out design mix as per IS 456/10262 (Latest revision), sampling and testing of cement as per Indian Standard / Specification / approved quality plan in the testing laboratory established by the bidder.

v. **Cement storage:** The cement shall be provided normally in bulkers and shall be unloaded in the silos (2 Nos cement silo of 100MT each per 30CUM/hr batching plant) to be installed by the bidder nearer to their batching plants. Also contractor should require making an arrangement for cements issued in bag forms.

vi. **Steel storage:** Also contractor should require making an arrangement for steel issued by client / EPI.

vii. **PENAL RATE OF MATERIALS are as follows**

<table>
<thead>
<tr>
<th>Material</th>
<th>Basic cost excluding taxes and duties</th>
</tr>
</thead>
<tbody>
<tr>
<td>REINFORCEMENT STEEL (Cold rolled steel, high strength, deformed bar or mild steel round bars)</td>
<td>Rs. 50,778/- per MT</td>
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</tbody>
</table>
### Structural Steel

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>STRUCTURAL STEEL MS plates, MS flats, MS Rails</td>
<td>Rs. 59,693/- per MT</td>
</tr>
<tr>
<td>rolled steel joists, channels, and angles, MS pipes, Chequered Plates, etc in sizes and lengths as available (Note: Structural steel will be issued only for embedment/inserts from scrap)</td>
<td></td>
</tr>
</tbody>
</table>

### CEMENT (OPC/ PPC/PSC)

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>CEMENT (OPC/ PPC/PSC)</td>
<td>Rs. 4,358/- per MT</td>
</tr>
</tbody>
</table>

## 21.0 WATER & ELECTRICITY –
Clause no 44.0 of EPI GCC shall amended as follows,

Water (Raw water) and Electricity required for construction purposes will be provided at one single point source within the plant area free of cost as provided by Client/BHEL.

i. For water:- The required pumps & accessories, pipes for drawing water from the given point and further distribution will be arranged by the contractor at their cost to go on without interruptions.

ii. For Electricity: - contractor to Provide necessary meter for measuring the power consumption.

iii. The contractor shall make his own arrangement for further distribution with necessary cables, isolator/LCB etc.

iv. However Sufficient back up / alternate arrangement for water and electricity shall be arranged by the contractor to get urgent and important work to go on without interruptions.

v. Contractor has to make their own arrangements for water & electricity requirement for labour colony and other than project related usages at his own cost

## 22.0 COMPENSATION FOR DELAY:
Clause no. 72.1 of GCC for compensation for delay shall be read as PENALTY INTERMEDIATE MILESTONES AND LIQUIDITY DAMAGES and stands modified as under:

### 22.1 Penalty for Intermediate Milestones

i. Incase delay in achieving M1 milestone is solely attributable to the contractor, 0.5% per week of executable contract value* limited to Maximum 2% of executable contract value will be withheld.

ii. Incase delay in achieving M2 milestone is solely attributable to the contractor, 0.5% per week of executable contract value* limited to maximum 3% of executable contract value will be withheld.

iii. Amount already withheld, if any, against slippage of M1 milestone, shall be released only if there is no delay attributable to contractor in achievement of M2 milestone.

iv. Amount required to be withheld on account of slippage of identified intermediate milestone(s) shall be withheld out of respective milestone payment and balance amount (if any) shall be withheld @10% of RA Bill amount from subsequent RA bills.

v. Final deduction towards LD (if applicable), on account of delay attributable to contractor shall be based on final delay analysis on completion / closure of contract. Withheld amount, if any due to slippage of intermediate milestones shall be adjusted against LD or released as the case may be.

### 22.2 Penalty for overall scope delay- (Project LD)

i. If the contractor fails to maintain the required progress of work which results in delay in the completion of the work as per the contractual completion period, EPIL shall have the right to impose Liquidated Damage/Penalty at the rate of 0. 5% of the contract
value, per week of delay or part thereof subject to a maximum of 10% of the contract value.

23.0 CANCELLATION / DETERMINATION OF CONTRACT IN FULL OR PART
Clause no 72.2 of GCC stands good

24.0 CONTRACTOR LIABLE TO PAY COMPENSATION EVEN IF ACTION NOT TAKEN
Clause no 72.3 of GCC stands good

25.0 TIME ESSENCE OF CONTRACT & EXTENSION FOR DELAY
Clause no 72.4 of GCC stands good

26.0 Contractor has to submit the schedules of deliverables including material procurement plan for EPI/BHEL approval. In the event of failure of contractor to adhere to approved procurement schedule. EPI shall purchase the required material on behalf of contractor with its own cost and the cost of procurement including freight, loading, unloading plus EPI overhead charges @10% of the landed cost of material at site shall be debited from contractor with any payable amount or from subsequent RA bill.

27.0 The CONTRACTOR shall be fully responsible to complete the “Works” in workmen like manner to the satisfaction of Client and EPI by maintaining high standard of quality and precision as per ‘Tender documents’, Agreements, Terms & Conditions, Specifications, Drawings etc., within the contractual completion period and within their contract value. In case Client reduces or increases scope of work related to CONTRACTOR’s portion of work, the same shall be binding on PARTY and the CONTRACTOR has to execute the same at rates paid by the Client less EPI’s margin.

28.0 Issues related to interpretation and claims, if any, related to CONTRACTOR’s scope of work, arising out of contract between EPI and Client shall be referred with full justification by CONTRACTOR to EPI for settlement with Client including arbitration with Client, if inescapable, and outcome of such a settlement shall be binding on CONTRACTOR. EPI at its option may associate the CONTRACTOR in the above process of settlement for CONTRACTOR’s portion of work. The cost & expenses on arbitration with Client shall be shared by EPI and CONTRACTOR in proportion of CONTRACTOR’s offer and EPI’s mark up towards its overheads & profits. In case the award/settlement with the Client is in favour of EPI, ninety percent of the award/settlement amount shall be shared between EPI and CONTRACTOR in proportion of CONTRACTOR’s contract price with EPI and EPI’s MARGIN towards its overheads & profits. The balance ten percent of the award/settlement amount shall be retained by EPI towards its administrative charges. In case the award/settlement is against EPI, the entire damages/counterclaims imposed, if any, shall be borne by CONTRACTOR alone and the CONTRACTOR shall have no claim whatsoever against, EPI in such a settlement. Further, EPI shall have no liability towards any claim of the CONTRACTOR, which is not paid by the Client.

29.0 COMPLETION AND TAKING OVER
As soon as the scope of work is completed, the Contractor shall inform EPI in writing and completion of works shall be certified upon verification by EPI.

30.0 A final certificate of rectification of all defects pointed out by EPI and / or during defect liability period shall be obtained from the nominated officer of EPI prior to releasing of the Security deposit by EPI.

31.0 FINAL BILL: The final bill will be submitted by the contractor within 90 days from the date of acceptance of completion of work accompanied by the following documents:

a) Completion certificate issued by the EPI specifying the handing over of the work including list of inventories (fittings & fixtures).

b) Computerized stage wise payments.
c) No claim certificate by the contractor.
d) No claim certificate from the sub-agencies / vendors engaged by the contractor.
e) Duly approved by the BHEL ‘As built’ drawings in required sets. (As applicable)
f) Certified measurements.
g) All operation and maintenance manuals.
h) All statutory approvals from various state / central govt. local bodies, if required for completion & handing over of the work as included in scope of Contractor.
i) Manufacturer’s guarantee of various machines / equipments installed as part of works.

32.0 Drawings and Layouts
i. The detailed drawings, specifications available with EPI / BHEL engineers will be made available to the contractor during execution of work at site. The contractor will also ensure availability of all drawings / documents at work place.
ii. The contractor shall maintain a record of all drawings and documents available with him in a register as per format given by EPI/BHEL Engineer. Contractor shall ensure use of pertinent drawings / data / documents and removal of obsolete ones from work place and returning to EPI/BHEL.
iii. Should any error or ambiguity be discovered in the specification or information the contractor shall forthwith bring the same to the notice of BHEL before commencement of work. BHEL’s interpretation in such cases shall be final and binding on the contractor.

33.0 Requirement of Technical Staff for the work / Deployment of men and material by EPI
Following Technical staff is required to be deployed in conjunction with Technical Staff Requirement as per clause 27.0 of GCC failing which EPI shall deploying the same:

<table>
<thead>
<tr>
<th>Requirement of Technical Staff</th>
<th>Minimum Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualification</td>
<td>Number</td>
</tr>
<tr>
<td>i) Project Manager with degree</td>
<td>1</td>
</tr>
<tr>
<td>ii) Sr. Site Engineer</td>
<td>1</td>
</tr>
<tr>
<td>iii) Supervisor</td>
<td>2</td>
</tr>
</tbody>
</table>

34.0 Furnished Office Accommodation & Mobility and Communication to be Provided by Contractor to EPI
Clause no 28.3 of GCC shall be amended as below:
The contractor shall be charged an amount of Rs. 25,000/- per month towards EPI’s Site office maintenance and maintenance and usage charges at Field laboratory set up by EPI.

LABOUR SAFETY PROVISION
Clause no 22.0 of GCC stands good and in addition to that the following shall be applicable. All the staff and labour at site shall be supplied with all the safety equipment’s by the contractor and shall be adhered to necessary safety norms as per the HSE manual provided in the BHEL document.

TESTS AND INSPECTION
Clause no 53.1 of GCC stands good and Lab equipment and Field Laboratory shall be set up EPI. Contractor to arrange necessary manpower for performing the tests.

BLASTING:
All Blasting shall be carried out by a licensed blaster having valid Blasting licence for Telangana State. Obtain all statutory approvals as per prevailing norms for blasting required for excavation shall be contractor responsibility. Obtaining blasting NOC in the name of EPI and the liaisoning for the same shall be the responsibility of the Contractor. All expenditure incurred on above head shall be borne by the contractor.

35.0 Project sign board to be supplied and erected at the site office as per the drawing enclosed at Annexure – II.

36.0 Gate Pass and permits:
It is the responsibility of the contractor to arrange gate pass for all his employees, T&P etc for entering the project premises. Necessary coordination with customer officials is the responsibility of the contractor. Contractor to follow all the procedures laid down by the customer for making gate passes. Where permitted, by Owner/ BHEL/ EPI, to work beyond normal working hours, the contractor shall arrange necessary work permits for working beyond normal working hours. It is the responsibility of the contractor to obtain the necessary permits like safety, quality etc., through EPI.
Contractor shall not deploy women labour at night. The contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.

37.0 **TOOLS AND PLANTS / MONITORING AND MEASURING EQUIPMENT (MMEs)**

T&P shown in the ANNEXURE-III is tentative requirement considering parallel working in all areas mentioned in scope of work. However, mobilization schedule and quantity/ numbers as mutually agreed at site for major T&Ps, have to be adhered to. Numbers/ time of requirement of T&Ps will be reviewed time to time by EPI/ BHEL site and contractor will provide required T&P/ equipment’s to ensure completion of entire work within schedule/target date of completion without any additional financial implication to BHEL.

38.0 **ARBITRATION: Modification of arbitration’s clause no 76.0 of GCC**

General Conditions of Contract (GCC) **Sub Clause no.76.1 deleted and Sub Clause no.76.2 will remain the same.**- Annexure – I

39.0 **JURISDICTION:**

General Conditions of Contract (GCC) 76.0 of Arbitration Clause no.76.3 are amended as, The courts in **Hyderabad** alone will have jurisdiction to deal with matters arising from the contract.

**SIGNATURE OF THE CONTRACTOR WITH SEAL**
1. CONCILIATION AND ARBITRATION

General Conditions of Contract (GCC) Sub Clause no.76.1 and 76.3 of Arbitration Clause no.76.0 are amended as given below. Sub Clause no.76.2 will remain the same.

76.0. ARBITRATION
76.1 Before resorting to arbitration as per the clause given below, the parties if they so agree may explore the possibility of conciliation as per the provisions of Part III of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015. When such conciliation has failed, the parties shall adopt the following procedure for arbitration:

i) Except where otherwise provided for in the contract, any disputes and differences relating to the meaning of the Specifications, Design, Drawing and Instructions herein before mentioned and as to the quality of workmanship or materials used in the work or as to any other questions, claim, right, matter or things whatsoever in any way arising out of or relating to the Contract, Designs, Drawings, Specifications, Estimates, Instructions, or these conditions or otherwise concerning the works of the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the Sole Arbitrator appointed by the Chairman & Managing Director (CMD) of Engineering Projects (India) Limited (EPI) or any other person discharging the functions of CMD of EPI. The person approached for appointment as Arbitrator shall disclose in writing circumstances, in terms of Sub-Section (1) of Section (12) of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015 as follows:

a) Such as the existence either direct or indirect, of any past or present relationship with or interest in any of the parties or in relation to the subject-matter in dispute, whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to his independence or impartiality; and

b) which are likely to affect his ability to devote sufficient time to the arbitration and in particular his ability to complete the entire arbitration within a period of twelve months.

The Arbitrator shall be appointed within 30 days of the receipt of letter of invocation of arbitration duly satisfying the requirements of this clause.

ii) If the arbitrator so appointed resigns or is unable or unwilling to act due to any reason whatsoever, or dies, the Chairman & Managing Director aforesaid or in his absence the person discharging the functions of CMD of EPI may appoint a new arbitrator in accordance with these terms and conditions of the contract, to act in his place and the new arbitrator so appointed may proceed from the stage at which it was left by his predecessor.

iii) It is a term of the contract that the party invoking the arbitration shall specify the dispute/differences or questions to be referred to the Arbitrator under this clause together with the amounts claimed in respect of each dispute.

iv) The Arbitrator may proceed with the arbitration ex-parte, if either party, in spite of a notice from the arbitrator, fails to take part in the proceedings.
v) The work under the contract shall continue as directed by the Engineer-In-Charge, during the arbitration proceedings.

vi) Unless otherwise agreed, the venue of arbitration proceedings shall be at the venue given in the “Memorandum” to the “Form of Tender”.

vii) The award of the Arbitrator shall be final, conclusive and binding on both the parties.

viii) Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modifications or re-enactment thereof and the Rules made there under and for the time being in force shall apply to the arbitration proceedings and Arbitrator shall publish his Award accordingly.