

TERMS & CONDITIONS

- 1). Work is to be executed strictly as per scope of work, Terms & conditions, and BOQ stipulated in Annexure – A, Annexure – B & Annexure-I respectively.
- 2). GST should be mentioned, if applicable.
- 3). **Delivery Schedule:** The delivery will be done within 45 days from the date of order.
- 4). **Taxes & Duties:** Taxes and duties shall be as per actuals and shall be paid on production of documentary evidence.
- 5). **Payment terms:** Payment shall be made after submission of GST invoice in duplicate with running / final bill. Payment against satisfactory completion of work shall be made through e-payment to the contractor's account as per below details:

S.No.	Type of Bidder	Payment Terms (Number of Days)
1.	Micro & small enterprises (MSEs)	45 Days
2.	Medium Enterprises	60 Days
3.	Non MSME	90 Days

- 6). F.O.R. Destination: HIG-01 & 03, BHEL Transit Flat, Awas Vikas Rudrapur, Uttarakhand.
- 7). **Safety:** Adequate safety precautions & PPEs (safety belts, safety shoes, helmet, etc.) for workmen engaged by the contractor & taking work permit from BHEL as per Format F-HSE-18 (format shall be provided by BHEL) for working at height >7ft as required shall be the sole responsibility of contractor. It may be noted that wearing of safety shoes & face mask shall be the essential requirement for entering into BHEL premises. Contractor should ensure & provide valid test certificate of safety belt / other PPEs used by the contractor or its workmen. Contractor shall follow all preventive norms as applicable at BHEL premises regarding COVID-19.
- 8). **Inspection:** Inspection of work executed by the contractor shall be carried out by BHEL at site. Contractor should ensure that the items be made strictly as per the directions of BHEL. Items & work not as per the requirement during work progress or after completion of work has to be rectified / replaced by the contractor to the satisfaction of BHEL before site handover for takeover by BHEL. Item / Work not found as per specification shall be rejected.
- 9). The contractor shall supply MS Pipes, Angles and Flats conforming to relevant IS codes of TATA, SAIL, JSW, ESSAR, Jindal, RINL etc. The approval, for supply of other makes/ re-rolled steel and any other material which is not specified, shall be taken by contractor from BHEL management.
- 10). The MS steel should be distortion and corrosion less.
- 11). Quantity will be calculated using standard weight per running meter. No wastage on any account is payable. All reinforcement used should be free from loose mill scale, loose rust, paint and oil coating etc.

- 12). **Measurement of work:** The work executed by the contractor shall be measured, recorded & verified at site jointly by BHEL & Contractor representatives and the same shall be entered in measurement book (M.B.). The contractor shall provide all required appliances, labour and other things as necessary for the measurement of work at site. Contractor to supply material as per the requirement of work. Item supplied but not used in the work shall not be measured for payment.
- 13). **Risk Purchase:** BHEL reserves the right to exercise risk purchase in case of failure on the part of contractor to meet the contractual obligations under the contract w.r.t. unsatisfactory execution of work and/or quality, incomplete work carried out by the contractor & failure to meet delivery schedule. BHEL shall not be liable to compensate the contractor for any loss arising out of risk purchase action.
- 14). **Liquidated DAMAGES / PENALTY:** If the contractor fails to complete the work in stipulated time and there is delay in the completion of the work against delivery schedule, BHEL shall have the right to impose Liquidated Damage / Penalty at the rate of 0.5% of the value of unexecuted work per week of delay or part thereof subject to a maximum of 10% of the contract value. For this purpose, the period of delay shall be the delay attributable to the Contractor for the completion of work as per contract.
- 15). **Warranty & Security Deposit:** Onsite warranty of 12 months against defective supply & defective workmanship shall be applicable after completion of work from the date of taking over of site by BHEL. Any defective supply or defective workmanship during warranty period shall be rectified / replaced free of cost by the contractor. Contractor shall be required to deposit an interest free security deposit @5% of contract value before start of the work, which shall be retained by BHEL successful completion of the warranty period.