



**MATERIALS MANAGEMENT
TRANSMISSION BUSINESS GROUP
BHARAT HEAVY ELECTRICALS LIMITED
TOWER A, 5TH FLOOR, ADVANT NAVIS IT BUSINESS PARK,
PLOT NO-7, SECTOR-142, EXPRESSWAY NOIDA, NOIDA-201305,
DISTT- GAUTAM BUDH NAGAR, UP**

Ph. No. 0120-6748472; email: naveen.kumar@bhel.in

SUBJECT: AMMENDMENT-01 TO NIT 26006

**Project : ONGC Hazira
Item : HTLS Conductor & Accessories
Enquiry No: 275E287 dtd. 08.01.16, due on 19.02.16**

With reference to the above tender,

1. Kindly note that the terms & conditions for Services Portion have been revised. Now, the terms & conditions for Services Portion are as per document No. BHEL-TBG-ETC-01-04.

All other terms and conditions of tender shall remain same.

Kindly ensure to submit your offer by due date & time i.e. 19/02/16 by 2:00 PM.

Naveen Kumar

Sr. Engineer (TBMM)

**BHARAT HEAVY ELECTRICALS LTD.
(TRANSMISSION BUSINESS GROUP)**

TERMS & CONDITIONS FOR SERVICES PORTION

NOTE: This format is to be submitted in original only, duly filled in. Reproduction of format on bidder's letter head or on other paper is not acceptable.

SN.	BHEL's Terms & Conditions
1.0	<u>SCOPE OF WORK:</u>
	The scope of work of the successful tenderer shall comprise but not limited to the following:
1.1	Supervision of receipt of equipment / material at site, unloading, handling, transportation to store area (indoor / open) for storage.
1.2	Joint Inspection/ verification of equipment/ materials received for any shortage/ damage after opening the packing cases and intimating the same to BHEL/ Owner and underwriters within the time period specified by BHEL and to strictly follow the procedures specified.
1.3	Necessary site visit to collect input of existing system is included in scope of work both during bidding stage and during detailed design engineering stage. Apart from data for existing system given in specification, no additional data is available. Bidder is to make site visit for collection of any other information required during bid stage
1.4	Transportation of equipment/ materials from stores to erection site, erection of equipment/ materials in line with the drawings/ instructions to be furnished by BHEL, testing and commissioning and handing over. Any damage to material including tower & civil works etc (supplied by bidder or existing material / equipment / foundation of owner) are to be rectified to the satisfaction of owner.
1.5	Safety/ security of equipment/ materials in construction area and temporary storage area.
1.6	Temporary illumination in construction area and temporary storage area, wherever required for safe working/temporary storage area.
1.7	Dismantled conductor, hardware and other materials etc. are to be handed over to customer. Any damage to materials are to be rectified to the satisfaction of owner.
1.8	Maintenance of associated and related equipment/ material till completion and handing over. It includes any other activity, necessary for completion of the job but not specifically mentioned in this specification.
1.9	Bidder has to comply with HSE (health, safety and environment) norms, customer rules & norms and all the prevalent statutory rules and regulations. In addition to this, Bidder has to comply with HSE requirement at site.
2.0	<u>TESTING AND COMMISSIONING :</u>
2.1	All the electrical/ mechanical test of the materials and equipment shall be arranged by the bidder as per standard specification/ Field Quality Plan/ Erection Manual/ Directive of the Site Engineer/ and Owner. The bidder shall fill the check list for joint verification, erection, testing and commissioning of all their equipment as per BHEL systems to ensure proper quality of work.
2.2	All the testing equipment required to carry out the site test for all their equipment or the erected equipment shall be arranged by the bidder at his own cost. However, necessary instructions and guidelines will be get approved by BHEL/Owner.
2.3	The contractor shall be completely responsible for the satisfactory erection and providing test equipment and skilled manpower for erection, testing and commissioning of all equipment.
2.4	Before charging, the system shall have to be approved by Statutory Govt. Authorities like Electrical Inspector, other concerned agency and the contractor has to arrange approval for the same.

SN	BHEL's Terms & Conditions
3.0	<u>CONSUMABLES:</u>
3.1	The bidder shall provide adequate inventory of necessary consumables at site prior to erection so that timely completion of the works under the contract is not held up due to non availability of spares/ consumables.
4.0	<u>COMMENCEMENT OF WORK:</u> Project start / zero date for this work shall be issue date of letter of intent or as specified in P.O.
5.0	<u>COMPLETION SCHEDULE:</u>
5.1	The entire work under this tender is required to be completed as specified in NIT / Enquiry.
6.0	<u>OVER RUN CHARGES:</u>
6.1	No over run charges are payable.
7.0	<u>IDLE LABOUR CHARGES:</u>
7.1	No idle labour charges will be admissible in the event of any stoppage of work resulting in the contractor's workmen being rendered idle due to any reason at any time.
8.0	<u>SECURITY-CUM-PERFORMANCE GUARANTEE:</u>
8.1	The bidder shall furnish security-cum-performance BG for 10% of total contract value within two weeks of placement of work order valid till guarantee period on a non-judicial stamp paper of appropriate value from a nationalised bank or any scheduled bank as per RBI guidelines (excluding cooperative bank) in the prescribed format . The BG should be sent directly by your banker to FINANCE DEPARTMENT.
9.0	<u>INSURANCE:</u>
9.1	The bidder shall take insurance cover(s) to cover his Tools and Plant assets, workman compensation and third party liability. The contractor shall make available the original insurance cover(s) to the Engineer for necessary verification before commencement of work.
10.0	<u>QUANTITY VARIATION:</u>
10.1	It may be noted that BOQ is indicative quantity only. The bidder shall verify the data during route survey/ detailed engineering & shall finalize the BOQ required for satisfactory performance of system. Actual quantities shall be supplied as per approved design and drawings. BHEL reserves the right for quantity variation due to any reason up to +/- 30% value at same unit rate during execution of the contract. The quantity of individual items (other than 1) may vary to any extent and may even be deleted.
10.2	Any other item of supply and services listed in the BOQ but is required for the completion of job/work/project to meet specification requirement and for safe and satisfactory operation is deemed to be included in the above quoted prices and will have to be supplied, executed free of cost. No extra price shall be payable in respect to extra items/services.

11.0	<u>GUARANTEE:</u>
11.1	Though the work will be carried out under the supervision of BHEL Engineers, the bidder shall be responsible for the quality of the workmanship and shall guarantee the work done for a period of 15 months from the date of putting the complete system into commercial operation or 18 months from the date the system is declared completely erected, duly tested and accepted by customer, whichever is later and shall rectify free of cost all defects due to faulty erection detected during the guarantee period starting from the date of the completion of rectification. In the event of the contractor failing to repair the defective works within the time specified by the engineer, BHEL may proceed to undertake the repairs of such defective works at the contractor's risk and cost without prejudice to any other rights under the contract and recover the same from security deposit/ other dues of this project or any other project executed by the contractor.

SN	BHEL's Terms & Conditions
12.0	<u>TERMS OF PAYMENT:</u> The terms of payment shall be as under unless specified elsewhere.
12.1	No mobilization advance is payable
12.2	70% of the contract price on the monthly progressive bills <u>on pro-rata basis</u> for the erection work completed as certified by BHEL, Engineer.
12.3	20% after testing of equipment/system on pro-rata basis & completion of satisfactory commissioning.
12.4	10% of the contract price after acceptance test, retest if any, and handing over.
12.5	The payment due to the bidder shall be released after deducting income tax wherever deductible at source as per Indian. Income tax act and BHEL will issue appropriate certificate to the contractor after tax deduction.
12.6	All taxes including sales tax, works tax, service tax etc., if any shall be to the contractor's account. All charges on account of Octroi, Terminal tax and / or other duties on materials obtained for the work shall be borne by the bidder. Service tax is payable extra as per actual.
13.0	<u>ESCALATION / PRICE VARIATION:</u>
13.1	Prices shall be firm for total contract period and extended period, if any, and no price escalation / price variation will be applicable.
14.0	<u>COMPENSATION FOR DELAY IN EXECUTION:</u>
14.1	In case the bidder fails to complete the work within the time specified or any extension thereof subject to force major condition, the contractor shall be liable to pay by way of compensation, a sum equal to half percent (½%) of the contract price, per calendar week or part thereof by which the commissioning is delayed, subject to a ceiling of 10% of the contract price.
15.0	<u>FACILITIES TO BE PROVIDED AT SITE BY THE CONTRACTOR:</u>
15.1	Watch and ward for construction area and the temporary stores and safe custody of the equipment/ materials / system in the scope of bidder shall be their responsibility till completion/ handing over.

15.2	It is the responsibility of the contractor to dismantle and take away all the materials of his office accommodation as soon as the work is handed over to BHEL/ Owner and clean the area of debris.
16.0	<u>ADDITIONAL EXPENDITURE:</u>
16.1	In case any additional expenditure is incurred in the works arising out of the faulty execution of the works by the contractor, such additional expenditure shall be borne by the contractor.
17.0	<u>REGULATION OF LOCAL AUTHORITIES AND STATUS :</u>
17.1	The contractor shall comply with all state and central laws, statutory rules, regulations etc., such as: The payment of wages to, the minimum wages Act. The workmen compensation Act., The employees liability Act., The industrial dispute Act., the employees provident fund Act., Employees state insurance scheme, The contract labour (regulation & abolition) Act 1970 and other Acts, Rules and regulations for labour as may be enacted by the Government during the tenure of the contract and having in force or jurisdiction at site. The contractor shall given to the local Governing Body, Police and other concerned Authorities all such notice as may be required under law.
17.2	The contractor, as required, will obtain independent license under the contract labour (Regulations and Abolition) Act. 1970 from the concerned authorities based on the certificate (Form-V) issued by the principal Employer/ Customer.
17.3	The contractor shall pay all taxes, fees, license charges deposits, duties, tolls, royalty, commissions or other charges which may be leviable on account of any of his operations connected with this contract. In case BHEL is forced to make any of such payments, BHEL shall recover the same from the contractor either from moneys due to him or otherwise as deemed fit.
18.0	<u>DISCIPLINE OF WORKMEN:</u>
18.1	The contractor shall adhere to the disciplinary procedure set by the owner in respect of his employees and workman at site.
19.0	<u>ELECTRICITY & WATER:</u>
19.1	Electricity for construction work shall be provided at one point (in the battery limit of the Plant Area) on chargeable basis. The contractor shall have to make their own arrangements for distribution to various locations for their works including proper switch/fuse units, distribution boards, cables poles etc. to ensure safety of men and equipment along with installation of approved energy meter. In addition to this, the contractor shall employ diesel operative equipment in addition to electric operated ones to ensure timely completion of work.
19.2	Unless stated otherwise, the contractor shall make his own adequate arrangement for procuring clear water to be used in various works.
20.1	<u>FORCE MAJEURE:</u>
20.2	The following shall amount to force majeure conditions: Acts of God, Act of any Government, war, sabotage, riots, civil commotion, Police action, revolution, flood, fire, cyclone, earthquake, epidemic and other similar causes, over which the contractor has no control.
21.0	<u>ARBITRATION:</u>
21.1	In case of any dispute, a sole arbitrator will be appointed by BHEL and whose decision would be final and binding on both the parties. The place of arbitration shall be any Indian city as decided by BHEL.
22.	<u>VALIDITY OF OFFER:</u>
22.1	The offer shall be valid for 120 days from the date of opening.

It is understand that the bids having deviation (s) w.r.t tender are to be out rightly rejected. BHEL, however at their discretion, if consider the bid, have undisputable right to load the prices for price comparison as they deem fit.

Signature of Supplier with seal