

## GENERAL CONDITIONS OF CONTRACT

1. Material issued to contractor by BHEL, will be received by contractor with receipt acknowledgement signature and their company stamp. It will be under the responsibility of contractor till he returns the same to Production / Central Stores.
2. Contractor's Engineer / supervisor have to maintain data of issued raw material, finished good and scrap material on day to day basis.
3. Contractor has to hand over finished job to BHEL representative / painting department in proper format along with all fittings like, window cover, assembly of Heater / CT terminal box, conductor etc.
4. Shop supervisor from contractor side will co-ordinate with shift in-charge, BHEL, Production Shop for all his requirements i.e. targets of month, issue of raw material, required consumables, maintenance of machine/utilities provided, material handling & work verification on daily basis.
5. Contractor has to submit the material accountal with every bill submitted w. r. t. SIV issued by production, after the completion of fabrication.
6. The consumables will be issued only in proportion to the total tonnage of fabrication work. If the quantity increases, cost of excess qty. shall be recovered from contractor's due payment.
7. Contractor has to execute the work order in 2 shifts on compulsory basis as per production requirement. He has to put off all the power switches of machines, fans, lights and other shop appliances before leaving the work place after duty is over or going for lunch. If BHEL finds any lapses, suitable penalty shall be imposed to the contractor.
8. **Contractor's employees may use BHEL's canteen facility after purchasing the requisite coupons upon payment as notified by BHEL. BHEL is not bound for providing subsidized meal to contractor employee.**
9. Boarding, lodging & transportation facility of subcontractor's employees has to be arranged by contractor.
10. A work-register has to be maintained containing following information regarding IP ducts:
  - a) Date of receipt of SPBD Al. Raw Material for enclosure/conductor from BHEL along with requisite Drawings.
  - b) Date of inspection offered to BHEL.
  - c) Date of handing over of finished SPBD Enclosures/ Conductors to BHEL Production/Quality, with re-work/rectification incorporated as per the remarks of BHEL, Quality Deptt.
11. Quality of weld joint should be such as to qualify the radiography test (depends upon the project requirement, which will be intimated while loading Annexures).
12. The assignment as received from BHEL has to be completed as per schedule of work and if needed has to be realigned with the revised targets of BHEL by working in co-ordination with BHEL in two shifts/three shifts.
13. The contractor shall be fully responsible for the acts/omissions by the persons engaged by it for working at site under the contract. The persons engaged by the contractor should not

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have any criminal Record/or involved in any activity subversive of law and order. The contractor shall be fully responsible for injury/loss of life & property BHEL/contractor's own persons/any other party caused due to acts & omissions of sub-contractor or its employee during course of execution of work.

14. Compliance and payment of PF of sub-contractor staff employed for the work shall be the exclusive responsibility of the sub-contractor.
15. The sub-contractor should follow the rules of Health Safety and Environment Management Program as per requirement of ISO-14001 and OHSAS-18001.
16. **Cleaning of work area after completion of work is responsibility of subcontractor.**
17. Warranty: Not applicable.
18. Any loss/damage/intentional damages of BHEL's Tools & Plant during the execution of contract will be liable for recovery of cost involved, from the bills of contractor.

**(A) OFFER SUBMISSION IN RESPONSE TO INVITATION:**

1. Offer to be submitted in two bids. **(a). Techno-commercial bid & (b). Price Bid.**
2. **Techno-commercial bid** should contain signed & stamped pages of Annexure-A, B, C, D, E, F, G and Annexure-H2 (Unapprised Bid only) along with required **EMD as specified in NIT.** Copies of other documents (like PF, ESIC, & GST reg. etc) as mentioned in PQR Annexure-D to be attached OR submitted online.
3. **Price Bid** should contain only one filled price bid Annexure-H1, duly signed & stamped OR will be submitted online.
4. Party to confirm their acceptance towards detailed scope of work, general terms & conditions and other terms & conditions by signing and stamping all pages of Annexure-A, B, C, D, E, F, G.

**(B) EVALUATION OF OFFERS:**

1. Technical cum commercial Bid shall be opened first on due date specified in NIT for technical evaluation.
2. Price Bid shall be opened only for Technical cum commercial Bid qualified bidders.
3. **L-1 Party selection will be on the basis of overall offered price, received in price bid.**
4. *Offers not meeting Qualifying Requirements as per Annexure-II shall be out rightly rejected.*
5. Based on evaluation of the bids, successful bidder shall be awarded the contract.
6. Evaluation of offer will be strictly based on the information submitted by the bidder. In view of this the bidder is requested to go through tender document carefully and furnish all detail clearly.
7. The BHEL reserves its right to negotiate with the L-1, Bidder.

**(C) OTHER TERMS AND CONDITIONS:**

1. Safety obligation for contractor and general environmental obligation for contractor, as applicable to BHEL shall also be applicable to contractor inside the BHEL,CFP Plant except for the terms & conditions mentioned herein which shall be applicable as per Annexure-I.

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**2. Earnest Money Deposit (EMD):**

Earnest Money Deposit as specified in NIT is must and shall be deposited along with the offer in the form of Bank Draft/Pay Order from any nationalized bank, in favor of BHEL Rudrapur. The EMD amount given by unsuccessful bidders shall be refunded within 15 days of acceptance of award of work by successful bidders. The EMD deposited by successful bidders shall be converted & adjusted against Security Deposit. *Offers without EMD shall not be considered and shall be out rightly rejected*

**3. Security Deposit (SD):**

- a. Successful contractor shall submit the interest free **security (S.D.)**, **5% of total Work order value** in form of DD/PAY ORDER/FDR or in form of bank guarantee in favor of BHEL issued by scheduled banks in the name of contractor, A/C BHEL.
  - b. Contractor shall submit at least 50% of total security deposit, before start of the work. Balance of the Security Deposit will be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
  - c. Contractor has to submit security deposit within one week from the date of work order.
  - d. Work can be started before security deposit is collected in case of small value contracts not exceeding Rs 20 Lakhs. However, payment can be released only after collection/recovery of initial 50 % Security Deposit.
  - e. In case of delay in submission of performance security / Security Deposit, enhanced performance security which would include interest (SB PLR rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security / Security Deposit is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest.
  - f. The Security Deposit shall not carry any interest
  - g. The Security Deposit shall be refunded to the sub-contractor after three month of successful completion/termination of the contract subject to deduction on account of BHEL dues, non-deposit of statutory dues etc. (if any).
4. **Jurisdiction:** All disputes, claims or actions arising out of under or in connection with this contract shall be subject to the exclusive jurisdiction applicable over BHEL Rudrapur (Udham Singh Nagar) only.
5. The contractor shall be deemed to make them self familiar with the plant conditions before actual start of work and is expected to take adequate safety precautions for persons employed by it during execution of the work at site.

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6. Bidders are requested to furnish regret letter through email/fax/speed post/courier, if for any reason they are not able to put forward their offer against this tender enquiry.

**(D) RIGHTS OF BHEL:**

BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.

- i) To withdraw any portion of work and / or to restrict / alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergent reasons / BHEL's obligation to its customer.
- ii) To terminate the contract or get any part of the work done through other agency or deploy BHEL's own/ hired/ otherwise arranged resources, at the risk and cost of the contractor after due notice of a period of one week by BHEL, in the event of:-
  - i) Contractor's continued poor progress
  - ii) Withdrawal from or abandonment of the work before completion of the work
  - iii) Contractor's inability to progress the work for completion as stipulated in the contract
  - iv) Poor quality of work
  - v) Corrupt act of Contractor
  - vi) Insolvency of the Contractor
  - vii) Persistent disregard to the instructions of BHEL
  - viii) Assignment, transfer, sub-letting of contract without BHEL's written permission
  - ix) Non fulfillment of any contractual obligations
  - x) Violation of terms & conditions as specified in PQR.
- iii) In the opinion of BHEL, the contractor is overloaded and is not in a position to execute the job as per required schedule.
- iv) To meet the expenses including BHEL overheads on the differential cost at 10%, over and above the Liquidated damages/penalties arising out of "Risk & Cost" as explained above. BHEL shall recover the amount from any money due from Contractor, or from any money due to the Contractor including Security Deposit, or by forfeiting any T&P or material of the contractor under this contract or any other contract of BHEL or by any other means or any combination thereof.
- v) To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customer are terminated for any reason, as per mutual agreement.
- vi) To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody,

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
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due to contractor's failure to fulfill any of his obligations. BHEL shall levy overheads of 10% on all such payments along with interest as defined elsewhere in the GCC.

- vii) While every endeavor will be made by BHEL to this end, they cannot guarantee uninterrupted work due to conditions beyond their control. The Contractor will not be normally entitled for any compensation / extra payment on this account unless otherwise specified elsewhere in the contract.
- viii) In case the execution of works comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than two months, due to reasons not attributable to the contractor and other than Force Majeure conditions, BHEL may consider permitting the contractor to de mobilize forthwith and re mobilize at an agreed future date. Cost of such demobilization/remobilization shall be borne by contractor. ORC in such cases shall not be applicable for the period between the period of demobilization and re mobilization. The duration of contract/time extension shall accordingly get modified suitably. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.
- ix) In the unforeseen event of inordinate delay in receipt of materials, drawings, fronts, etc, due to which inordinate discontinuity of work is anticipated, BHEL at its discretion may consider contractor's request to short close the contract in following cases:  
The balance works cannot be done within a reasonable period of time as they are dependent on reasons not attributable to the contractor. At the point of requesting for short closure, contractor shall establish that he has completed all works possible of completion and he is not able to proceed with the balance works due to constraints beyond his control. In such a case, the estimated value of the unexecuted portion of work (or estimated value of services to be provided for carrying out milestone / stage payments) as mutually agreed, shall however be reduced from the final contract value.

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