

Enquiry No 423E249 Dated 4/11/2013

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

**TERMS & CONDITIONS FOR SERVICES**

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

Sl. No.	Terms & Conditions
1.0	<b><u>SCOPE OF WORK:</u></b> As per Technical Specification attached with this enquiry.
2.0	<b><u>COMMENCEMENT OF WORK:</u></b> Project start / zero date / Readiness at site for this work shall be intimated by BHEL.
3.0	<b><u>COMPLETION SCHEDULE:</u></b> Bidder to specify delivery period in weeks from the date of Project start / zero date / Readiness at site in the activity schedule format enclosed with enquiry.
4.0	<b><u>OVER RUN CHARGES:</u></b> No over run charges are payable.
5.0	<b><u>IDLE LABOUR CHARGES:</u></b> 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.
6.0	<b><u>SECURITY-CUM-PERFORMANCE GUARANTEE:</u></b> The contractor shall furnish security-cum-performance BG for 10% of contract value (for Service portion) within two weeks of placement of work order valid till guarantee period from any schedule bank subject to acceptance by TBG/BHEL Finance. The original BG shall be sent by issuing bank directly to AGM - FINANCE, TBG, BHARAT HEAVY ELECTRICALS LIMITED.
7.0	<b><u>INSURANCE:</u></b> The Contractor 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.
8.0	<b><u>GUARANTEE:</u></b> Though the work will be carried out under the supervision of BHEL Engineers, the contractor 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.
9.0	<b><u>TERMS OF PAYMENT:</u></b> The terms of payment shall be as specified under Clause 3 of General Terms and Conditions of this Enquiry.
10.0	<b><u>ESCALATION / PRICE VARIATION:</u></b> Prices shall be firm for total contract period and extended period, if any, and no price escalation / price variation will be applicable.
11.0	<b><u>COMPENSATION FOR DELAY IN EXECUTION:</u></b> In case the contractor 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 5% of the contract price.
12.0	<b><u>ADDITIONAL EXPENDITURE:</u></b> 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.
13.0	<b><u>REGULATION OF LOCAL AUTHORITIES AND STATUS :</u></b> The contractor shall adhere to the regulation of local authorities and status.
14.0	<b><u>DISCIPLINE OF WORKMEN:</u></b> The contractor shall adhere to the disciplinary procedure set by the owner in respect of his employees and workman at site.
15.0	<b><u>FORCE MAJEURE:</u></b> The force majeure shall be as specified under Clause 19 of General Terms and Conditions of this Enquiry.
16.0	<b><u>ARBITRATION:</u></b> The arbitration shall be as specified under Clause 14 of General Terms and Conditions of this Enquiry.

We 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