

Annexure- C**SPECIAL CONDITIONS OF CONTRACT**

Indent no.:202220337 rev00

1. BHEL reserves the following rights:

- a. BHEL intends to employ 02(Two) Subcontractors for the tendered work to execute the fabrication work at 02(two) fabrication stations.
- b. Loading criteria / distribution matrix for successful bidders shall be as follows :

No. of contractor	Distribution of tender quantity (%)	
	02 Qualified Bidders	01 Qualified Bidder
L-1	60	100
L-2	40	-
Total %	100	100

2. Contractor, after award of contract, will have to deploy their same qualified supervisor as declared by them in their tender offer, as per Pre-Qualification Criteria, clause no. 1(a)&(b). In case of full time supervisor not found qualified as per Pre-Qualification Criteria, at the time of execution of work order, their work order shall be short closed with immediate effect.
3. Execution of work order without presence of qualified supervisor more than 6 working days in a month shall be treated as violation of contract terms and condition and pre-qualification criteria, because their tender offer has been considered technically qualified as per Pre-Qualification Criteria only. In this case the work order issued to the respective party shall be short closed.
4. Bidder to submit welder qualification certificate of their welder who will actually work during execution of work order. If the successful bidder / Party found, executing work order without qualified welder more than 6 working days in a month, the same shall be considered as violation of contract terms and condition and PQR. In this case work order issued to the respective contractor shall be short closed with immediate effect.
5. The above conditions at sl. No. 2, 3 & 4 have to be strictly adhered by the sub-contractor. The essence of these conditions are to assure quality of work as per BHEL standard, better planning of work to achieve the required production out put from the contractor side to meet monthly targets, as per Turn Over plan.
6. 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.
- 7. Payment of bills:**
 - 7.1 The payment shall be released progressively after submission of GST invoice/bill and based on WAM and measurement of work on MB book as per schedule 7.2 through e-payment mode for which the contractor need to provide following detail/documents:
 - 7.1.1 Original Invoice with two copies.
 - 7.1.2 Copy of work order.
 - 7.1.3 Copy of work allocation annexure (LATEST REVISION).
 - 7.1.4 Copy of work completion certificate or Route card.
 - 7.1.5 Copy of wage register of the month in which the allotted work has been executed.
 - 7.1.6 Payment details of bank from which wages of employees have been transferred online.
 - 7.1.7 Copy of payment receipt of PF & ESI of Contractor Employee of work execution period.

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SL. NO.	PAYMENT ON COMPLETION OF FOLLOWING:	% OF PAYMENT TO BE RELEASED
1	Total verified weight of welded Assy. of SPBD enclosure and conductor as per the quality deptt signed route cards on monthly basis. Original copy of Route Cards passed by BHEL, Quality Department to be enclosed with the invoice.	100% against satisfactory completion of fabrication duly cleared by BHEL Quality.

7.2 After acceptance of bill, The payment shall be released from the date of acceptance to contractor as per following.

Sl no.	Type of Bidder	Payment terms (No of Days)
1.	Micro & Small Enterprises (MSEs)	45 days
2.	Medium Enterprises	60 days
3.	Non MSME	90 days
4.	Wherever ILC payment terms are being given in tenders floated outside GeM.	120 days

Note:

1. Without above documents bill cannot be processed for payment
2. Contractor to ensure compliance of GST/Income tax law and rules applicable on supply/service involved in this tender and in the event of non-compliance by contractor, implication of the same (if any) shall be on account of contractor.
3. Contractor to ensure timely compliance related to GST return filling. If Input tax credit (ITC) is not available to BHEL on account of non-compliance/ delayed compliance, GST charged in invoice will be paid when ITC is available to BHEL. If GST charged paid by BHEL it will be recoverable from Contractor."

8 Liquidated Damages (LD)/Penalty:

If the contractor fails to deliver ducts as per following delivery schedule in that case BHEL shall have the right to impose Liquidated Damage/Penalty at the rate of 0. 5% of the work value, per week of delay or part thereof subject to a maximum of 10% of the allotted work value.

Quantum of Work/	Delivery/fabrication Schedule (No. of Days)
0-7 MT minimum	Within 10 Days of loading or receipt of raw material whichever is later.

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07-13 MT minimum	Within 20 Days of loading or receipt of raw material whichever is later.
13-20 MT minimum	Within 30 Days of loading or receipt of raw material whichever is later.
<p>Note:</p> <ol style="list-style-type: none"> 1. Monthly Loading Annexure shall be issued to the contractor for fabrication of SPBD. 2. The total sum of the loading annexure will attract the respective delivery slab. e.g. If monthly annexure is of 15 MT (13-20 MT), it will lie in 30 days' delivery slab. If monthly annexure is of 10 MT (07-13MT), it will lie in 20 days' delivery slab & If monthly annexure is of 05 MT (0-7MT), it will lie in 10 days' delivery slab. 3. Accordingly Store/ Material Issue Voucher (SIV/MIV) will be issued to contractor for work execution against issued monthly loading annexure. 4. Work completion shall be considered only after acceptance of fabrication Route Card/Inspection report by quality department and the date of acceptance shall be considered as completion date. 5. LD shall be calculated on the basis of SIV/MIV date against monthly loading annexure & the date of acceptance of fabrication Route Card/Inspection report by quality department. 	

(Signature & stamp of bidder)



19/10/22

