



Annexure – I
SPECIAL CONDITIONS OF CONTRACT

1. SITE VISIT :

Before quoting for this job, bidders are advised to visit worksite and satisfy themselves about the worksite and working conditions thereof. Bidders shall be solely responsible for gathering first-hand information and to inform themselves fully of all local conditions and factors, which may have any effect on the work under this scope. No claim on account of lack of information/ knowledge in respect of the above shall be entertained by BHEL.

2. NAME OF WORK :

Balance Works for following systems for 1x 100 MW APGCL Namrup Project:

- a) Heating, ventilation and Air Conditioning System (HVAC system)
- b) Ventilation System

The above works shall be executed as per BHEL Technical Specification (Doc. No. PY51317 Rev.00)

3. SCOPE OF WORK:

Supply, Erection, Testing, Commissioning and trial operation of the Items under the scope of work and handing over to customer for Balance HVAC works as per BHEL Technical Specification (Doc. No. PY51317 Rev.00).

4. START OF WORK:

Bidder to start the work within 7 days from the date of work order.

5. COMPLETION PERIOD

Tentative completion of work shall be completed within 2 (two) months from the date of issue of LOI/Work Order or handing over of site whichever is earlier.

6. REVISION OF RATES / OVER RUN CHARGES:

In the event of revision of daily wages of labour, it shall be reimbursed to the contractor Minimum Wages act of Govt. of Assam.

7. DEVIATIONS:

This is a no deviation tender. The bidder is required to submit with his offer in the relevant schedule / format list. Bidder is required to visit site and acquaint himself about the situation of sites, law and order situation etc. and submit their bid accordingly. If bidders have any queries, the same shall be taken-up as pre-bid queries before cut-off date. The clarifications of BHEL on bidders' queries shall be furnished to all bidders. Any assumptions, presumptions, deviations etc. indicated or implied anywhere by the bidder may lead to cancellation offer.

8. MOBILIZATION ADVANCE:

No mobilization advance shall be paid to the contractor.

9. VALIDITY OF OFFER



Annexure – I

SPECIAL CONDITIONS OF CONTRACT

The rates in the tender shall be kept valid for acceptance for minimum period of Three months from the date of submission of latest offer.

10. REJECTION OF TENDER

The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons what so ever.

11. TO REJECT ANY OR ALL THE TENDER.

No deviation from the tender specification shall be acceptable to BHEL. Tenderer shall confirm their unqualified acceptance of the terms and conditions by giving an undertaking.

12. RIGHTS OF BHEL:

BHEL reserve the following rights in respect of this contract without entitling the sub-contractor for any compensation.

- To get the work done through other agency at the risk and cost of the contractor in the event of contractor's poor progress or inability of progress the work for completion as stipulated in the contract, and to recover compensation for such losses from contractor including BHEL's supervision charges and overheads from dues.
- To withdraw any portion of work and or to restrict/alter the quantum of work as indicated in the contract during the progress of work and get it done through other agency and or by departmental labour to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergency reasons/BHEL's obligation to its customer.

13. COMMERCIAL CONDITIONS

- The group insurance of the workmen employed by the contractor is to be taken by the contractor at his own cost. The contractor has to strictly comply with the Minimum Wages as per notification/ circular of Govt of for this area.
- The contractor has to make his own arrangement for accommodation of his staff and workers at his own cost.
- The contractor shall mobilize his resources and work force as per requirement of BHEL day to basis.
- All tools & tackles, manpower required for timely execution of work under this contract shall be provided by the contractor at his own cost.
- The Contractor shall be responsible for safety of his workmen, materials and equipment deployed at site

14. PAYMENT TERMS:



Bharat Heavy Electricals Limited

Project : 1 x 100 MW NAMRUP COMBINED CYCLE REPLACEMENT POWER PROJECT (PHASE-I)
NAMRUP, ASSAM -786622

Annexure – I

SPECIAL CONDITIONS OF CONTRACT

For all the items of work as per Bill of quantities, bill amount will be paid against actual work done on item rate basis within 30 days of the receipt of correct and complete invoice by BHEL accompanied with BHEL engineer's jointly signed measurement sheet subject to its completeness and correctness in all respect.

- a) TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.
- b) TDS under GST (if/ as & when applicable later) shall be deducted at prevailing rates on gross invoice value from the running bills. However as on date no TDS under GST is applicable
- c) All taxes excluding GST but including Charges, Royalties, any State or Central Levy and other Taxes for materials if any obtained for the work and for the execution of the contract shall be borne by you and shall not be payable extra.
- d) GST along with Cess (as applicable) legally leviable & payable by the successful bidder as per GST Law, shall be paid by BHEL. Hence Bidder shall not include GST along with Cess (as applicable) in their quoted price.
- e) The successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.
- f) Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details will as below :-

BHEL GSTN.- 18AAACB4146P1ZE, Assam
Bharat Heavy Electricals Ltd.
1x100 MW Namrup Replacement power Project site
P.O. - NTPS, Dibrugarh, Assam-786622

- g) GST shall be released to the vendor upon compliance of following :-

Vendor declaring such Invoice in his GSTR-1, Receipt of service and Tax Invoice by BHEL, confirmation of payment of GST thereon by vendor on GSTN Portal

No other payments shall be made by BHEL with relation to this Work order

10) OTHER IMPORTANT CONDITIONS

In addition to the local laws and regulations, the Contractor shall also comply with the Minimum Wages act of Assam and the rules made there under in respect of its labour currently employed on or connected with the contract in NTPS premises. All other conditions shall be as per NIT.