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### **NIT TERMS & CONDITION**

1. **VALIDITY OF OFFER:** For 30 Thirty days from the date of opening of techno commercial bid. Offered price shall remain firm till the date of completion of supply/work.

**EARNEST MONEY DEPOSIT(EMD): -**

EMD to be necessarily submitted (whether or not registered as MSME). This is to be ensured in line with provisions of "works contract".

**EMD Rs. 33500.00 (Thirty Three Thousand Five Hundred)** shall be submitted.

All details related to submission of EMD has been given in **(REG2019-20190716 in Chapter 01, Clause 7 (page 4/41) of GCC** in form of pay order or demand draft payable at Rudrapur or NEFT/RTGS to BHEL office in favor of BHEL along with Offer.

2. **SECURITY DEPOSIT(SD):-**

Contractor are required to submit 5% of total contract value as security deposit before commencement of work. After adjustment of EMD amount balance SD amount may be accepted in the following form: -

- Cash (as permissible under the extent Income Tax Act)
- Local Cheque of Scheduled bank, subject to realization/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of BHEL, Rudrapur.
- Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL RUDRAPUR, duly discharged on the back.
- Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of contractor furnishing the security and duly endorsed/hypothecated/pledged, as applicable, in favour of BHEL).

BHEL reserves the right to **forfeit the Security Deposit** in addition to other claims in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per the terms and conditions of the contract. BHEL reserves the right to set off the Security Deposit, against any of their claims relating to the contract, or due from the contractor.

3. **REFUND OF SECURITY DEPOSIT: -**


Security deposit shall refund to contractor after successfully completion of work & fulfillment of contractual obligations.

4. **COMPLETION TIME: -** 30 days from the date of issue of work order. Successful contractor

Signature and seal of Contractor





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will complete the supply, installation and commissioning work as per scope within 30 days from the date of P.O.

**5. PAYMENT TERMS:**

100% payment of the measured extant work to be released within 45 days after joint measurement of work & submission of running bill in accordance with clause no.1 of chapter VIII of SCC.

**6. RISK PURCHASE:**

If the supplier fails to deliver the services within the stipulated period mentioned in the work order, BHEL shall be entitled to terminate the contract and to order the same or the best and the nearest available substitute from elsewhere at the risk and cost of the seller either the whole or any part of the goods/Services. In case of deviation or non-acceptance of Risk Purchase clause, offer shall be liable for rejection. Risk & Cost Amount payable by Supplier or recoveries in-lieu of Risk Purchase may be recovered from supplier by encasing/invoking Bank Guarantee, Security Deposits available with BHEL against the same or any other contract or may be adjusted against dues available in the form of bills payable to supplier by BHEL against the same or any other purchase orders/contracts/work orders etc. placed on the supplier by any unit/region etc. of BHEL or through any other legal remedy available to BHEL.

Risk and Cost against Balance Work:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work/ Supply (\*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (\*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

\*(Balance scope of work/ supply)

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

**Note:** Non-acceptance/non-submission of any of the above requirements will render the offer liable for rejection.

**7. GUARANTEE / WARRANTY: -**


Warranty period shall be satart after successful commissioning for the period of 5 years.

Contractor shall furnish warranty certificate. During the warranty period contractor has to provide Name, address, mobile number and email address of the service Centre to be contacted in case of failure or complaint and complaint should be attended within 72 hours.

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**9. LIQUIDATED DAMAGE: -**

If the work is not completed within the specified delivery schedule (viz. two weeks from the date of issue of work order) and any extension thereof, the contractor shall be liable to pay liquidated damages for delay in completion of work @ 0.5% of the value of contract for every week of delay or part thereof, subject to a maximum of 10% of the contract value. ✓

**10. CONTRACT PERFORMANCE BANK GUARANTEE (CPBG): -**

Contractor will be responsible for quality of workmanship of the work undertaken & will ensure the proper operation during the warranty period. To ensure the same, contractor is required to submit **"CPBG securing 5% of total contract value with a validity period of 5 Year"**. CBPG should be issued in the favour of BHEL. 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 and recover the same from the Guarantee money.


CPBG to be refund to the contractor after successfully completion of guarantee period.


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### DECLARATION BY THE CONTRACTOR

I/We ..... (Hereinafter referred to as Contractor) being desirous of participating for tender, having fully understood the scope of tender and having carefully noted all the terms and conditions, specifications etc. as mentioned in the tender document (**REG-2019-20190716 REV 00**) do hereby declare that-

1. The Contractor is fully aware of all the requirements of the tender document (**REG-2019-20190716, REV 00**) and agrees with all provisions of the tender document and accepts all risks, responsibilities and obligations directly or indirectly connected with the performance of the tender.
2. The Contractor is fully aware of all the relevant information for proper execution of the proposed scope of work, with respect to the proposed place of works/ site, its local environment, approach road and connectivity etc. and is well acquainted with actual and other prevailing working conditions, availability of required materials and labour etc. at site.
3. The Contractor is capable of executing and completing the supply/work as required in the tender and is financially solvent and sound to execute the tendered supply/work. The Contractor is sufficiently experienced and competent to perform the contract to the satisfaction of BHEL. The Contractor gives the assurance to execute the tendered work as per specifications, terms and conditions of the tender on award of work.
4. The Contractor has no collusion with other Contractors, any employee of BHEL or with any other person or firm in the preparation of the tender.
5. The Contractor has not been influenced by any statement or promises by BHEL or any of its employees but only by the tender document.
6. The Contractor is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipal, District, State and Central Government that may affect the work, its performance or personnel employed therein.
7. The Contractor has never been debarred from similar type of supply/work by any Government undertaking /Department. (An undertaking on Stamp paper in this regard shall have to be submitted).
8. The Contractor accepts that the earnest money may be absolutely forfeited by BHEL if the Contractor fails to sign the contract or to undertake the work within stipulated time.
9. All the information and the statements submitted with the tender are true.

Ac

St

Signature and seal of Contractor