

Annexure-II

Terms & Conditions:

1. Only those bidders who agree to BHEL Scope, terms & Conditions of tender enquiry should their offer, Bidders should submit signed copy of annexure-I,II,III,IV, & V Along with their offer as acceptance to the same
2. Bidder should submit quotation for all the items of annexure V. Offers with partially filled Annexure –V are liable to be rejected.
3. Bid to be submitted in two parts viz., (I) Techno-commercial Bid (II) Price Bid I separate sealed envelopes ('Techno-commercial' & 'Price Bid' Should be subscribed on respective envelopes) enclosed in one bigger envelope. Tender no., Due date & name of bidder should be mentioned on each envelope
4. Offers without EMD shall be out rightly rejected. EMD of successful tenderer will be retained as part of security deposit. EMD shall be exempted for MSME bidders, subject to clause no 18
5. The L-1 offer shall be decided on overall lowest price based on offered price by the bidder as per qty. of work mentioned in "format of price bid" (Annexure-V). BHEL has right to conduct reverse auction instead of open price bid to determine L-1 offer
6. Work to be executed strictly under BHEL supervision, as per BHEL instructions and scope of work as and when required during General working shift (8:00 AM to 5:00 PM)
7. BHEL shall provide only paint, primer & thinner for the work. All Tools, Tackles, painting brush, wire brush, ladder & Safety equipment's shall be provided by the contractor. Movement of Manpower Materials shall be done by the contractor.
8. Water source at site shall be provided by BHEL to the contractor. Contractor shall be required to make suitable arrangement/pumping (as required) on its own to draw water from the source for exclusive use for execution of the contracted work.
9. Contractor should deploy adequate no. of person(s) for the work as required for execution/completion of work at its discretion. As per the nature/quantum of work and BHEL experience, the job shall be done by skilled and unskilled labor as a helper of skilled labor.
10. A measurement book (MB) shall be maintained at BHEL by the authorized representative of BHEL who shall make entries of the work executed by the contractor under relevant heads in the work executed by the contractor. Any deficiency found & mentioned by BHEL shall be rectified by the contractor within 1 day. Work measured shall be based on Area of Painting and the percentage of assigned work completed satisfactorily for township and verified by MNT deptt.
11. **Delivery Schedule:** The contracted work to be completed in all respect within 105 days from the date of LOI or award of work whichever is earlier.
12. **Payment terms:** Payment towards work satisfactorily executed will be made to the contractor through e-payment to contractor's account with 45 days (bill processing time shall be 20 days by MNT deptt. & 35 days by FIN deptt.) of submission of bill & verification of work by BHEL (minimum supervisor level person) as follows:
(1) 40% of contract value shall be paid on completion of 50% of work



(2) Balance 60% of contract value shall be paid on completion of 100% of work

All payments will be subject to TDS as per applicable income tax rules

13. **Risk Purchase:** In case of failure on part of contractor to execute the work, BHEL reserves the right to get it executed from market or nay other source at the risk and cost of contractor. BHEL reserves to deduct the amount from the bills of contractor and pay to the agency/source so engaged.
14. **Contractor shall submit along with the offer, a copy of valid GST registration, experience certificate/copy of work order along with work completion certificate of significant works of similar nature carried out in past 3 years by its firm.**
15. Shortcomings, if any, in the work executed by the contractor will pointed out by the designated employee to contractor or his authorized representative and the same shall be rectified by him within 1 day to the satisfaction of the designated employee.
16. Contractor has to essentially follow 'contractor's obligations' as per Annexure-IV
17. EMD by the tenderer will be forfeited if (i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates (ii) The tenderer does not commence the work within 15 days after award of contract. EMD will not carry any interest.
18. **Security Deposit:** Successful contractor shall submit the interest free security (S.D.) with BHEL @ 5% of work order value before star of the work in form of cash /DD in favor of BHEL/FDR issued by scheduled banks in the name of contractor, A/C BHEL, duly discharged on the back.
19. The S.D. shall be refunded to the contractor upon successful completion of warranty period/termination of the contract subject to deduction on account of BHEL dues, non-deposit of statutory dues etc. (if any).
20. **Warranty:** Work carried out shall be warranted for a period of **Six months(06 months)** from the date of completion of work against defective workmanship. Any defect found in the workmanship and notified to the contractor within warranty period shall be repaired/rectified by the contractor free of cost.
21. The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under the contract.
22. The contractor is advised to familiarize itself, of the working conditions within BHEL and take all necessary precautions for safe working by its persons. BHEL shall not be liable for any compensation to contractor/its person for nay injury/casualty to contractor's person caused as a result of incident/accident during the period of the contract.
23. The contractor shall be fully responsible for the acts/omissions by the persons engaged by it for working at BHEL premises under the contract. The person engaged by the contractor should not have any criminal record/or involved in any activity subversive of law and order. The contractor shall be liable to compensate for any damage to person/property of BHEL/third party by its person(s) within BHEL premises.
24. The decision of BHEL regarding interpretation of any of terms and conditions set forth in this agreement shall be final and binding on the contractor.
25. Any matter arising out of or in connection with the agreement shall be under the jurisdiction of Rudrapur court.



26. Notwithstanding anything contained in the agreement, the contract may be terminated by BHEL by giving a written notice of 15 days to the contractor in case of unsatisfactory work and communicated to the contractor.
27. All Disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached, the dispute shall be settled in accordance with the provisions of the arbitration and conciliation act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by Head of unit (BHEL, Rudrapur) the award of the arbitrator shall be final and binding on both the parties. The venue of arbitration shall be Rudrapur in India. The award to be given by the Arbitration shall be a speaking award. All question, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Rudrapur courts.
28. BHEL reserves the following rights
- To accept /reject any or all tenders without assigning any reason therefor.
 - To terminate the contract at any time without assigning any reason therefore by giving a notice of 15 days
29. **Liquidated Damage:** LD of 0.5% per week of awarded contract value limiting to maximum 10% of contract value shall be levied for delay of work beyond delivery schedule (ref. Cl.10)
30. For payment of GST, a copy of GST Registration to be submitted by the contractor.
31. Any Bidder falling under MSME category shall furnish the flowing details & submit documentary evidence/Govt. certificate etc. in support of the dame along with their techno-commercial offer.

Type Under MSME	SC/ST Owner	Other	
Micro			
Small			

If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

MSME bidders can avail the intended benefits only if they submit along with offer, attested copies of either EM-II Certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate of EM-II certificate along with attested copy of a CA certificate (format enclosed as Annexure-VI where deemed validity of EM-II certificate of five years has expired) applicable for the relevant financial year (last audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents is submits before price bid opening. Documents should be notarized or attested by Gazetted officer.

