

## SCOPE OF WORK

1. RCC/PCC Civil Construction for boundary wall as per layout at Annexure-III and BOQ given format of price bid Annexure-V at BHEL-CFP Site.
2. Civil Scrap & wastage etc. as a result of work should be dumped at a suitable place as per direction given by engineer-in-charge.

## TERMS & CONDITIONS

1. Quotation by the bidder against all the line items of 'Format of Price Bid' (Annexure-V) is a must. Hence, bidder must quote against all the line items and should not leave any of it blank / mention 'included 'or 'Nil', etc. In case, quote is not submitted by the bidder against any line items of Annexure- V, the bidder's offer shall be rejected even if the same stands technically acceptable before opening of the price bid.
2. **Safety:** Adequate safety precautions, safety belts, safety shoes, helmet, PPEs for contractor's workmen & work permit from BHEL for working at height >7ft. It may be noted that wearing of safety shoes shall be the essential requirement for entering into BHEL premises.
3. Cement, Sand, Aggregate, MS Steel and structural Steel required in the work shall be provided by BHEL.
4. Binding wire to bind the steel will be in contractor's scope.
5. To monitor the day to day activity, on site supervisor staff is must from the contractor's end.
6. Electric power point & water will be provided at site by BHEL.
7. **Delivery Schedule:** The work will be completed in all respect within 30 days from the date of award of work.
8. **Delivery terms:** F.O.R. BHEL-CFP, Rudrapur
9. **Format of price bid shall be as per Annexure – V. Since the line items are interrelated segments of a single work, hence for compatibility of interrelated items & co-ordination of work and warranty obligations, L-1 offer shall be evaluated on overall L-1 landing cost as per Annexure-V basis.**
10. All Tools, Tackles, Labour. Welding machine, welding consumable, Safety equipment's / provisions, PPE's, movement of manpower & material for the work, fulfilment of statutory obligations w.r.t. workmen engaged, shall be arranged by the contractor.
11. All tools & tackles supplied/brought inside BHEL premises by the contractor under the contract awarded shall be supplied through contractor's material challan duly stamped at BHEL security gate, a copy of which is also to be submitted to Civil deptt. of BHEL-CFP for records.
12. **Measurement of work:** Work carried out by the contractor shall be measured jointly by BHEL & Contractor and the same shall be entered in measurement book (M.B.) & verified..
13. **Payment terms:** Payment against satisfactory execution of work shall be made to the contractor based on measurement of work as per M.B. records and invoice submitted by the contractor (in duplicate) through e-payment to contractor's account within 45 days as follows:
14. **Risk Purchase:** BHEL reserves the right to exercise risk purchase in case of failure on the part of contractor to meeting the contractual obligations under the contract i.e. unsatisfactory execution of work / quality, incomplete work carried out by the contractor. BHEL shall not be liable to compensate the contractor for any loss arising out of risk purchase action.

*On your  
7/3/20*

*[Signature]*

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15. **Liquidated DAMAGES/PENALTY:** If the contractor fails to maintain the required progress of work which results in delay in the completion of the work as per the contractual completion period, BHEL shall have the right to impose Liquidated Damage/Penalty at the rate of 0.5% of the contract value, per week of delay or part thereof subject to a maximum of 10% of the contract value. For this purpose, the period of delay shall be the delay attributable to the Contractor for the completion of work as per contract. Contract Value for this purpose, shall be the final executed value.

16. **Time Extension :** In case, the work is delayed by Force majeure conditions like, abnormally bad weather, serious loss or damage by fire, civil commotion, strike or lockout, flood, riots, cyclone, earthquake etc. any other cause including non-availability of storage / delay in site clearance for work by BHEL, which in the absolute discretion of BHEL is beyond the contractor's control, request for extension of time along with reason(s) to be eligible for consideration, shall be made by the contractor in writing within seven days of the happening of the event causing delay but before expiry of scheduled date of completion. BHEL may or may not, at its discretion, give any extension after review of contractor's application and mere submission of application for extension shall not absolve the contractor of its obligation to complete the work within scheduled time or liable to be penalized for delay unless time extension is provided by BHEL. Status on grant / turndown of extension request shall be communicated to the contractor.

17. **Warranty & Security Deposit:** Contractor is required to deposit an interest free security deposit @5% of contract value before start of the work, which shall be retained by BHEL till successful completion of warranty period. Onsite **warranty of 12 months** against defective supply & defective workmanship shall be applicable from the date of completion of work against contract and handing over of site, to BHEL. Any defect found in supply during warranty period shall be replaced free of cost by the contractor. Similarly, any defect in workmanship detected during warranty period shall be rectified free of cost by the contractor.

18. Contractor shall take due care in carrying out the works so as not to cause damage to BHEL property. Any damage to BHEL property caused and attributed to the contractor or its workmen shall be repaired / 100% compensated by the contractor at its risk & cost.

19. Contractor have to provide the following documents and acceptance:

1	Name & Address of Party	
2	EPF Registration No.(Enclose a Copy)	
3	ESI Registration No.( Enclose a Copy)	
4	Pan Card No.(Enclose a copy)	
5	GST Registration no.(Enclose a Copy)	
6	Bank Account Details  IFSC Code  Account No.  Bank Name  Branch Name	Accepted & Documented submission
7	Acceptance to provide trained /qualified staff	Accepted & Documented submission
8	Acceptance of E-Payment	Accepted & Documented submission

*Shyam  
7/3/20*

*Jai*