

TERMS & CONDITIONS

1. Work is to be executed strictly as per scope of work & Terms & conditions stipulated in Annexure – I & Annexure – II respectively.
2. **Safety:** Adequate safety precautions, safety belts, safety shoes, helmet, PPEs for contractor's workmen & work permit from BHEL for working at height >7ft, arrangement & use of safety net at Old Production Shop to prevent falling of splinters in shop shall be the responsibility of contractor. It may be noted that wearing of safety shoes shall be the essential requirement for entering into BHEL premises.
3. **Sourcing of Material:** Material shall be sourced from OEM or authorized dealers of Specified Make (ref. Annexure-III). Contractor shall submit delivery challan from OEM / authorized dealer as proof of sourcing against firm order from BHEL.
4. **Test Certificate:** Manufacturer's test certificate shall be provided by supplier along with the supply against firm order from BHEL.
5. **Delivery Schedule:** Site clearance for commencement of work shall be available w.e.f. 01.03.2020. Work to be completed in all respect as per following schedule:
 - (a) 30 % as per scope of work: by 15.03.2020
 - (b) 50 % as per scope of work: by 30.03.2020
 - (c) 100 % as per scope of work: by 30.06.2020
6. **Delivery terms:** F.O.R. BHEL-CFP, Rudrapur
7. **BOQ and Price distribution Format shall be as per Annexure – VI which shall be submitted as part of technical bid. Percentage value against each line item of Annexure-VI shall essentially be mentioned. In case, value of percentage is not mentioned, left blank, mentioned as 'Nil', 'included', zero etc., the bidder's offer shall be technically rejected.**
8. **Work shall be awarded on L-1 offer (Landing Cost) basis. Rate / amount of individual items of BoQ shall be distributed as per percentage values for respective items mentioned by the bidder in Annexure-VI.**
9. **Quality of Supply & workmanship:** Contractor should ensure that the supply of the items be made strictly as per the make & specifications mentioned in Annexure – III. The overlapping of sheets, ridges & gutters in final work should ensure minimum overlapping of 300 mm.
Items not as per the required make / specification, damaged, dented / bent items, misaligned / improper installation at the time of supply or final work before site handover to /takeover by BHEL shall be liable to be rejected.
10. All Tools, Tackles, 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 Material/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. **Inspection:** Inspection of supplied item and Installation work shall be carried out at BHEL-CFP works as follows:

- (a) Supplies made under the contract along with material challan shall be inspected by Quality deptt. of BHEL-CFP against W.O. specifications
- (b) Installation work shall be inspected by Civil / nominee deptt. of BHEL-CFP for acceptability.

Any Supply or Installation work found not conforming to the specifications / requirement as a result of inspection shall be replaced / repaired by the contractor as per requirement at its own risk & cost.

13. **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. Length & width measurement of work in respect of sheets, ridges, gutters & down take pipes shall be considered in running meters (excluding underlapping portion) and for Turbo Ventilators, measurement will be in numbers.

14. **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:

Contractor shall raise bills in two parts for claim of payment as follows:

- (A) Running Bill: Payment against 100% supply shall be made after inspection & acceptance at BHEL against bill submission subject to total payment shall be restricted to 60% of total contract of overall order value.
- (B) Final bill: Balance payment including I&C shall be made on completion of 100% I&C as per scope of Work against final bill.

Note: (i) All payments will be subject to TDS & GST other statutory deduction as per applicable rules.

(ii) No payment shall be made for incomplete supply or incomplete installation work In any structure

(iii) No mobilization / re-mobilization advance or compensation therefor shall be Payable by BHEL to the contractor in any circumstances.

15. **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.

16. **Liquidated DAMAGES/PENALTY:** If the contractor fails to complete the work as per schedule thereby results in delay in the completion of the work, 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. Contract Value for this purpose shall be the final executed value.

17. 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.

18. 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 24 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.

19. 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.

20. 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