

**TERMS & CONDITIONS**

Indent No.: 20190244 (Rev2)

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 authorised dealers of approved 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. 01.01.2020. Work to be completed in all respect as per following schedule :**
  - (a) 30 % as per scope of work : by 29.02.2020
  - (b) 50 % as per scope of work : by 15.03.2020
  - (c) 100 % as per scope of work : by 30.06.2020
6. **Delivery terms:** F.O.R. BHEL, Rudrapur
7. Format of price bid shall be as per Annexure - III. 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 basis.
8. **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 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 handover to BHEL shall be liable to be rejected.
9. 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.
10. **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.

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11. **Payment terms:** Payment against satisfactory execution of work shall be made to the contractor based on M.B. records and invoice submitted by the contractor (in duplicate) through e-payment to contractor's account with 45 days as follows:

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

(A) 1<sup>st</sup> running bill: 40% of the contract value shall be paid on completion of 50% work as per scope work against running bill.

(B) 2<sup>nd</sup> & final bill: Balance 60% of contract value shall be paid on completion of 100% of work as per scope of work against final bill.

**Note:** (i) All payments will be subject to TDS & WCT 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.

12. **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.

13. **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.

14. **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.

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15. 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

*Rajesh*  
24/2/24