

## **Annexure-I**

### **(A) Scope of Work & General Terms & Conditions:**

**The following shall be in the scope of sub-contractor for Restoration of 11 KV SPBD in UT-4B Route.**

1. Mobilization of manpower along with requisite tool and tackle at NTPC Mouda site. Worker Compensation policy must be obtaining before mobilization of manpower at site.
2. Dismantling of damaged SPBD and its accessories like that fastener, Cu. Braided Flexible, Wall frame and SOB in UT-4B Route.
3. During dismantling if any other adjacent bus duct to be removed same will be carried out by subcontractor without any extra cost.
4. Inside cleaning of UT-4B Route through out (Indoor & Outdoor) with pressurized pipe by opening window from Swgr End to Trf End.
5. Insulation resistance must be taken before erection of SP Bus duct elements.
6. Erection of SP Bus duct element along with accessories including SOB, wall frame, Cu. Braided Flexible and its fastener with proper tightening.
7. Open Cu. Flexible termination at both SWGR End & Trf. End
8. Insulation resistance must be taken throughout the route.
9. High Voltage Test to be performed in all three phase duct.
10. Testing to be certified by customer (M/s NTPC)/BHEL Rudrapur representative.
11. Box up of opening window in throughout the route.
12. Cleaning of area around the work station.
13. During the opening and closing of inspection window cover. Window cover fastener not to be misplaced.
14. Necessary tools & tackles and machineries (Chain pulley, lifting belt, Hydra, scaffolding pipe, circular saw, Jig Saw, IR Tester & HV Machine etc.) to be arranged by the executing party.
15. Electrical wire and plug to be arrange by contractor for our tool and tackle at site.
16. All necessary consumable for the completion of the job to be arranged by the party.
17. BHEL May provide tit-bit assistance during execution of the job, if reqd.
18. Proper precautionary, Preventive and safety measure are to be ensured by the party during execution of the job.
19. Warranty/Guarantee: The contractor shall provide warranty against workmanship for 06 Months from the date of commissioning. In case of any problem during warranty period the same shall be attended/repaired free of cost.
20. Electricity and water required for carrying out the work shall be provided by NTPC free of cost.
21. Boarding and lodging for sub contractor's engineer and their labour to be arrange by bidder at site.
22. Commissioning and acceptance by the customer.
23. Cleaning of site after commissioning.

24. Other miscellaneous activities which has not been outlined in the scope but is necessary for erection & commissioning at site.

**(B) Other Terms and conditions:** -

1. Customer's (NTPC) terms and conditions, Safety obligation for agency and General environmental obligation for agency, as applicable to BHEL (ref. Annexure – A) shall also be applicable to sub contractor at site except for the terms & conditions mentioned herein which shall be applicable as per Annexure-I.
2. For payment of GST (if applicable), the party must furnish a copy of GST reg. certificate and also mention the reg. no on invoice.
3. Party to confirm their acceptance to BHEL scope, terms & conditions by signing and stamping all pages of Annexure – I (04 Pages) & Annexure – A (04 Pages).
4. Offer to be submitted: As per NIT.

5. **Earnest Money Deposit (EMD):** As per NIT.

**6. Payment Terms:**

The payment shall be released on submission of bill and based on WAM and measurement of work on MB book within 45 days from the date of submission of proper bill through e-payment mode for which the contractor need to provide its bank account details. All payments will be subject to deduction of income tax at source as per income tax and GST tax as per applicable rules. The payment shall be made in two stages: -

(a) Mobilization of manpower & machine etc at site, Removal of damaged bus duct, cleaning of UT-4B Route, Erection of fresh element of SPBD, IR & HV Test to be performed in UT-4B Route and ready for commissioning of system.	: 80%
(b) Acceptance by Customer NTPC	: 20%

7. **Security Deposit (SD):** As per NIT.

8. **Jurisdiction:** All disputes, claims or actions arising out of under or in connection with this contract shall be subject to the exclusive jurisdiction applicable over BHEL Rudrapur (Udham singh Nagar) only.
9. The contractor shall be deemed to make itself familiar with the site conditions before actual start of work and is expected to take adequate safety precautions for persons employed by it during execution of the work at site.
10. The contractor shall be fully responsible for the acts/omissions by the persons engaged by it for working at site under the contract. The persons engaged by the contractor should not have any criminal record/or involved in any activity subversive of law and order. The contractor shall be fully responsible for injury/loss of life & property to NTPC/BHEL/Sub contractor's own

persons/any other party caused due to acts & omissions of sub contractor or its employee during course of execution of work

11. Compliance and payment of PF, ESI of sub contractor staff employed for the work shall be the exclusive responsibility of the sub contractor.
12. The sub-contractor should follow the rules of Health Safety and Environment Management Programme as per requirement of ISO-14001 and OHSAS-18001.

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 exclusive of ORC, Extra Works executed on Manday rate basis, Supplementary / Additional Items and PVC.

14. Standard GCC Clause is as Applicable.

**(C) Schedule of Completion of work**

<b>Sl no</b>	<b>Activity</b>	<b>Date of completion</b>
1	Mobilization of machine/manpower (including requisite infrastructure as per scope of work	Within one week after award of work order/LOI
2	Removal of damaged bus duct, cleaning of UT-4B Route, Erection of fresh element of SPBD and Cleaning, IR & HV Test to be performed in UT-4B Route and ready for commissioning of system.	Within two weeks after issue of work permit at site by M/s NTPC Mouda.
3	Testing & commissioning for acceptance by NTPC.	Within one week after completion Restoration work of SPBD UT-4B Route which is mention in Sl. No.: -02.

(Signature & Stamp of Bidder)

## **Annexure-II**

### **Qualification Criteria**

#### **1. Technical**

Bidder must have successfully executed following works in the last seven (7) years as on latest date of bid submission ( i.e. Bidder must meet A.1.1 or A.1.2 or A1.3 )

A1.1) Executed at least one (1) contract of not less than Rs 2.40 Lakhs /- (Basic W.O. value) comprising of :-

- a) Erection & Commissioning of bus duct (IP/SP) package OR
- b) Bus duct (IP/SP) as a part of Electrical C&I Erection & Commissioning work OR
- c) Al. Bus duct fabrication and Manufacturing.

OR

A1.2) Executed at least two (2) contracts of each not less than Rs 1.50 Lakhs /- (Basic W.O. value) comprising of :-

- a) Erection & Commissioning of bus duct (IP/SP) package OR
- b) Bus duct (IP/SP) as a part of Electrical C&I Erection & Commissioning work OR
- c) Al. Bus duct fabrication and Manufacturing.

OR

A 1.3) Executed at least three (3) contracts of each not less than Rs 1.20 Lakhs /- (Basic W.O. value) comprising of :-

- a) Erection & Commissioning of bus duct (IP/SP) package OR
- b) Bus duct (IP/SP) as a part of Electrical C&I Erection & Commissioning work OR
- c) Al. Bus duct fabrication and Manufacturing.

#### ***REJECTION: -***

TENDER NOT ACCOMPANIED BY ANY ONE OR MORE OF THE PRESCRIBED ABOVE APPLICABLE DOCUMENTS ARE LIABLE TO BE REJECTED. EXECUTED' means the Vendor should have achieved the criteria specified in the Technical criteria of QR (as in 'A' above) even if the Contract has not been completed or closed.

#### **2. Financial**

##### **TURNOVER:**

Bidders must have achieved an average annual financial turnover (Audited) of **Rs 0.90/- lakhs** or more over last three Financial Years (FY) i.e. 2016-2017, 2017-2018, 2018-2019 or for 2017-2018, 2018-2019, 2019-2020 if Annual Accounts for FY 2019-2020 are not audited.

- 3. Valid registration of its Firm/Organisation
- 4. Valid Good & Service Taxes Registration No.
- 5. Provident Fund Registration No
- 6. ESIC No
- 7. EMD: As per NIT.

(Signature of bidder with seal)

**Annexure-III**

**PRICE BID**

Sl. No.	Description of Work	Qty	Rate per Unit	Amount
		A	B	C=AXB
1	Dismantling of damaged portion of SP Bus duct including its accessories.	02 No		
2	Cleaning of SP Bus duct of full route.	1 No		
3	Erection of fresh element of SP Bus duct along with its accessories.	2 No		
4	HV & IR Test in UT-4B Route.	1 No		
5	Basic (L-1)			
6	GST @18%			
7	Grand Total			

**L-1 decided on the basic amount ref Sl. No.:- (5).**

**Note to Vendor:**

1. The Quoted price is Firm throughout the job and payment will be made accordingly.
- We confirm that all the terms & conditions of this tender enquiry is acceptable to us & we have quoted the rates accordingly.
- We confirm that we are aware of the site & the working environment.

(Signature & stamp of bidder)

## **ANNEXURE-A**

### **CONTRACTOR'S OBLIGATIONS**

#### **(A) CONTRACTUAL**

- a) Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
- b) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- c) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- d) Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- e) Contractor should issue appropriate appointment letters to his employees.
- f) Contractor to provide employment card/Identity card with photograph duly verified and attested by the Contractor to his employees. Contractor to indicate the name of the proprietary/partnership firm/company, place of work, contract number and duration of validity of card.
- g) Contractor will be responsible for the good conduct of his employees. In case of any misconduct/misbehavior by any employee, the contractor will replace such employee(s) immediately.
- h) Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.

- i) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- j) Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
- k) The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform.
- l) Contractor to ensure that all precautions are taken for safety of his employees and equipments.
- m) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- n) Contractor shall provide to his employees all tools, tackles and equipments and maintain the same to carry out the job under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipments and tools and tackles.
- o) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- p) Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

***B) Towards statutory liability***

- a) All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act. 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972, ESI Act, 1948, The Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1965,

Income Tax Act, GST Act and all other applicable Acts shall be complied with by the contractor.

- b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- c) Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
- d) Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act , 1952 to the RPFC. **All contract labours deployed at CFP BHEL Rudrapur under this contract, irrespective of their monthly salary will have to be covered under EPF scheme & ESI scheme under ESI/ EPF Act.**
- e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No./card of each employee.
- f) Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
- g) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h) Contractor shall be solely responsible for non payment/ delayed payment of wages/ DA, contributions under EPF & MP Act, ESI Act etc.
- i) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.

- j) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- k) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- l) Contractor to obtain insurance cover for his employees / equipment / tools and tackles etc and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property and / or his employees.
- m) Contractor should have independent code numbers/ exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- n) Payment of bonus under the Payment of Bonus Act, Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.
- o) Over and above the daily wage rate, payment shall be made for leave with wages.
- p) Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
- q) In case a contractor employs women as employee he will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- r) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authority's representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
- s) Contractor to obtain license under CL(R&A) Act, 1970.