


**Annexure-I****(A) Scope of Work & General Terms & Conditions:**

The following shall be in the scope of sub-contractor for Rectification work at KTPS work:

1. Removal of damaged palm & blanking plate of R-Phase bus duct after necessary cutting.
2. Placement & welding of new blanking plate on already existing aluminum conductor of bus duct.
3. Placement & Welding of Newly supplied conductor along with another blanking plate & palms on the newly installed blanking plate.
4. All necessary testing on welded joints to be performed as per standard norms
5. Mounting of 20 Nos. cu. Braided flexible on Al. palm & Cu. Plates of R-Phase.
6. Necessary tools & tackles and machineries (Welding machine, testing machine (X-Ray etc) to be arranged by the executing party.
7. All necessary consumable like argon gas, X- Ray quality filler Wire, DP Kit, for the completion of the job to be arranged by the party.
8. KTPS/WBPDCL May provide tit-bit assistance during execution of the job, if reqd.
9. Proper precautionary, Preventive and safety measure are to be ensured by the party during execution of the job.
10. Warranty/Guarantee: The contractor shall provide warranty against material and 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.
11. Electricity and water required for carrying out the work shall be provided by WBPDCL free of cost.
12. Boarding and lodging for sub contractor's engineer and their labour to be arrange by bidder at site.
13. Commissioning and acceptance by the customer.
14. Cleaning of site after commissioning.
15. 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 (KTPS) terms and conditions, Safety obligation for agency and General environmental obligation for agency, as applicable to BHEL (ref. Annexure – P) 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 (03 Pages), Annexure – A (04 Pages) & Annexure – P (03 pages)

  
11-11-2019





4. Offer to be submitted in two bids in two separate sealed envelopes. Tender No., due date, techno commercial bid/Price bid & bidders name should be clearly mentioned on each envelope.

(a) **Techno-commercial bid** should contain signed & stamped pages of Annexure – I (03 Pages), Annexure – A (04 Pages) & Annexure – P (03 pages) along with required EMD (Rs. 9986/-) & filled Annexure – II. Copies of other documents (like Labour license, ESI, EPF & GST tax reg. etc) as mentioned in Annexure – II to be attached along with.

(b) **Price Bid** should contain only filled price bid, duly signed & stamped.

(c) Offer not submitted in line with above Cl. 4(a) & 4(b) shall be out rightly rejected.

5. **Earnest Money Deposit (EMD):** Earnest Money Deposit 2% on estimate price of Rs. 9986/- is a must and shall be deposited along with the offer in the form of Bank Draft/Pay Order from any nationalized bank, in favor of BHEL Rudrapur or in the form of Cash. The EMD amount given by unsuccessful bidders shall be refunded within 15 days of acceptance of award of work by successful bidders. The EMD deposited by successful bidders shall be converted & adjusted against Security Deposit. **Offers without EMD shall not be considered and shall be out rightly rejected**

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 Conductor, Welding of Newly palm, Testing & Commissioning of System | : | 80% |
| (b) Acceptance by Customer KTPS  | : | 20% |

7. **Security Deposit (SD):** Successful contractor shall submit the interest free security(S.D.) @ 5% of contract value with BHEL before start of the work in form of cash/DD in favour of BHEL issued by scheduled banks in the name of contractor, A/C BHEL, duly discharged on the back based on the estimated value of work as per the following:

The S.D. shall be refunded to the contractor upon successful completion/termination of warranty period subject to deduction on account of BHEL dues, non-deposit of statutory dues etc. (if any).

Security deposit: SD will be secured. In case of small value contracts not exceeding Rs 20 Lakhs work can be started before the reqd S.D is collected. However, payment can be released only after collection/recovery of initial 50% S.D.

  
11-11-2019





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 KTPS/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**

Sl no	Activity	Date of completion
1	Mobilization of machine/manpower (including requisite infrastructure as per scope of work	Within one week of award of work
2	Removal of palms, Welding of Newly supplied Palms and its Testing	Within three weeks from award of work
3	Testing & commissioning for acceptance by KTPS	Within one week of erection

*[Handwritten Signature]*  
11-11-2019

(Signature & Stamp of Bidder)

*[Handwritten Signature]*