

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

The following shall be in the scope of sub-contractor for Completion of CT Terminal Box installation on Generator Bus duct package at NEEPCO Tuirial 2x30 MW site in Unit-01 &02.

Project: NEEPCO TUIRIAL 2X30 MW Site

Location of Project: - NEEPCO TUIRIAL (2X30 MW)
North Eastern Electric Power Corporation Limited (NEEPCO)
Tuirial HE Project
Dist: Aizawl (Mizoram)

Contact Person: - Sh. D Chakraborty, Mob: 6000415631

Present Status of Work: -

- (a)** Unit-01 & 02: - Generator Bus Duct Erection, Testing & Commissioning completed without permanent arrangement of CT Wiring due to CT Terminal Box not fixed on Generator Bus duct package. To meet the milestone (Synchronization) BHEL PSER terminate the CT through IPBD inspection window cover but it's not safe for long run operation.
- (b)** Unit-01 & Unit-02 are commissioned and work to be completed after issue work permit by Customer with proper safety measure to be checked.

(B) Scope of Works: -

1. Depute expert team at NEEPCO TUIRIAL 2X30 MW Site along with tools and tackles for executing work (Installation of CT terminal Box) in Generator Bus duct package in U-01 & U-02. Total Qty-6 Nos. for Unit-01 & 02 of CT Terminal box to be installation in our Generator Bus duct package.
2. CT Terminal Box to be installed as per drg.
3. Before Installation of CT Terminal Box. CT to be withdrawn from bus duct in each phase. 2 Nos. of CT installed in each phase of bus duct.
4. Removal of CT through bus duct to be extreme care so no damage in CT.
5. After installation of CT Terminal box. CT to be reinstall in bus duct and termination with CT terminal Box to be completed and checked for continuity up to CT Marshalling Box.
6. After completion of Work in Unit-01 & 02. Site to be cleaned and removal of tool and tackle from plant premises.
7. During execution of JOB. Vendor must be follow std. safety guideline which is applicable in NEEPCO Tuirial site.
8. Vendor must be obtain worker compensation policy before mobilization of team at NEEPCO Tuirial site. Gate pass of worker will be generate after submission of worker compensation policy.
9. Work completion protocols to be signed with BHEL and NEEPCO Tuirial with regards to new permanent arrangement and needs to be provided to BHEL as work completion certificate.

10. Getting hot work permit/work permit is NEEPCO dependent and coordination will be required at site between BHEL, NEEPCO and sub-contractor to get it at the earliest.
11. Balance unused material properly returned to BHEL/NEEPCO Store as per site requirement.
12. After completion of above work, units will be taken for synchronization for full load capacity. If any problem is noticed during synchronization/ COD immediately it has to be attended.
13. Requisite statutory document must be submitted before start of work viz. WC Policy, EPF & ESIC, Adhaar details for gate passes etc.
14. Proper precautionary, Preventive and safety measures are to be ensured by the party during execution of the job.
15. Bidder is responsible to deploy sufficient qty. of manpower to meet the targeted schedule of work permit issued or shutdown time as intimated by NEEPCO. A qualified and experienced supervisor is to be deputed for the said job.
16. Necessary T&Ps, tools & tackles and machineries and its consumables to be arranged by the bidder.
17. Electricity and potable water required for carrying out the work shall be provided by NEEPCO free of cost.
18. Boarding and lodging for sub contractor's engineer and their labours to be arranged by bidder at site.
19. In light of Covid-19 situation prevailing now and if prevailing in future, required social distancing, PPEs and safety instructions issued by state/Center Govt may be complied with at work place.
20. **Warranty:** The contractor shall provide warranty towards workmanship for 12 Months from the date of commissioning. In case of any problem during warranty period the same shall be attended/repaired free of cost.
21. Commissioning and acceptance by the customer for IPBD for Unit-01 & Unit-02 is to be ensured by the bidder.
22. Other miscellaneous activities which has not been outlined in the scope but is necessary for completion of CT Terminal Box and modification of ducts in Unit-01 & Unit-02 may be carried out.
23. BHEL will provide overall supervision during execution of the said work, if reqd.

(C) Other Terms and conditions: -

1. Customer's (NEEPCO) terms and conditions towards Safety obligation for agency and General environmental obligation for agency, as applicable to BHEL 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. Bidder 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 – III (01 pages) & Annexure-II (01 page).

4. 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 three stages: -

Sl. No.	Description of Payment Work	Percentage of Payment
1.	CT Terminal Box-3 Nos. installation in Unit-01.	40%
2.	CT Terminal Box-3 Nos. installation in Unit-02.	40%
3.	Work completion certificate from BHEL/NEEPCO	20%

5. 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.
6. 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.
7. 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 NEEPCO/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
8. Compliance and payment of PF, ESI of sub contractor staff employed for the work shall be the exclusive responsibility of the sub contractor.
9. The sub-contractor should follow the rules of Health Safety and Environment Management Programme as per requirement of ISO-14001 and OHSAS-18001.

10. PENALTY/ LIQUIDATED DAMAGES

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.

11. Standard GCC & SCC Clause is as Applicable.

(D) Schedule of Completion of work

Sl no	Activity	Date of completion
1	Mobilization of expert team at site	Within 7 Days after issue of LOI / Work order.
2	CT Terminal Box-3 Nos. installation in Unit-01.	Within 17 days after issue of LOI/Work order. OR With 10 days after issue of work permit by Neepeco Tuirial.
3	CT Terminal Box-3 Nos. installation in Unit-02.	Within 27 days after issue of LOI/Work order. OR With 10 days after issue of work permit by Neepeco Tuirial.
4	Cleaning and contract closing at site	Within 03 days after completion of Unit-02 work.

(Signature & Stamp of Bidder)

Annexure-P

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 3.37 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.
- c) Executed work contract for aluminium bus duct fabrication/Manufacturing.

OR

A1.2) Executed at least two (2) contracts of each not less than Rs 2.11 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.
- c) Executed work contract for aluminium bus duct fabrication/Manufacturing.

OR

A 1.3) Executed at least three (3) contracts of each not less than Rs 1.68 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.
- c) Executed work contract for aluminium bus duct fabrication/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: Tender floated in second half of financial year 1st Oct-2020 to 31- March-2021.

Bidders must have achieved an average annual financial turnover (Audited) of **Rs 1.26/-** lakhs or more over last three Financial Years (FY) i.e. 2017-2018, 2018-2019, 2019-2020.

2.a In case audited financial statements have not been submitted for all three units as indicated above, then the applicable audited statement by the bidders against the requisite three years, will be averaged for three years.

2.b If financial statement are not required to be audited statutorily, then instead of audited financial statement, financial statement are required to be certified by chartered accountant.

3. Net Worth and cash flow from operations, at least the immediate previous year of the bidder should be positive.

Note: Net worth shall be calculated based on the latest audited. Account as furnished for 'B-1' above. Net worth= Paid up share capital*+ Reserves(*Share Capital or Partnership capital or Proprietor Capital as the case may be)

4. Bidder must have earned profit in any one of the three financial years as applicable in the last three financial years as furnished for "B-1' above. Note: Profit shall be PBT earned during any one year of last three financial years as in 'B-1' above.

5. Bidder must not be under Bankruptcy Code Proceeding (IBC) by NCLT or Under Liquidation/BIFR, which will render him in eligible for participation in this tender, and shall submit undertaking to this effect.

5. Valid registration of its Firm/Organisation

6. Valid Good & Service Taxes Registration No.

7. Provident Fund Registration No

8. ESIC No

(Signature of bidder with seal)

Annexure-II

PRICE BID

SL. NO.	DESCRIPTION OF PAYMENT WORK	QTY in Sets	RATE/ UNIT	AMOUNT
		A	B	C=AXB
1	Lot-01: CT Terminal Box installation in Unit-01 & Unit-02. Unit-01=03 Nos. (1Set) Unit-02=03 Nos. (1Set)	02		
2	Sub Total			
3	GST @18% {(2)x18%}			
4	Grand Total (2+3)			

Value in Words:

Note to Vendor:

- The Quoted price for Grand Total Sl. No.: 04 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-III

UN-PRICED BID

SL. NO.	DESCRIPTION OF PAYMENT WORK	QTY in Sets	RATE/ UNIT	AMOUNT
		A	B	C=AXB
1	Lot-01: CT Terminal Box installation in Unit-01 & Unit-02. Unit-01=03 Nos. (1Set) Unit-02=03 Nos. (1Set)	02		
2	Sub Total			
3	GST @18% {(2)x18%}			
4	Grand Total (2+3)			

Value in Words:

Note to Vendor:

- The Quoted price for Grand Total Sl. No.: 04 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)

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, Service Tax 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.