

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

The following shall be in the scope of sub-contractor for Completion of balance work at NTPC Gadarwara site in Unit-2 IPBD.

Project: NTPC Gadarwara 2X800 MW Site.

Location of Project: - Gadarwara Super Thermal Power Project (2X800 MW)

Village: - Kudrai; PO: Gangai

PS: Chichli; Teh: Gadarwara

Dist: Narsinhapur (M.P)-487770

Present Status of Work: -

- (a)** Unit-02: - Generator Bus Duct Erection & Testing completed. During the final inspection before synchronization, it was noticed that CTs were found damaged in Line side and needed to be immediately replaced with available mandatory spares CTs. However, 0.2S class CTs, Qty- 2 nos. were not available against mandatory spares at site. So, IPBD was made ready on temporary basis without installing 0.2 S Class CTs for synchronization.
- (b)** IPBD Neutral chamber structure (Column) was obstructing CT window covers opening during the removal of CT in 2 phases (R & B) which restricted withdrawal of CT in Unit-01 & Unit-02.
- (c)** M/s NTPC requested to immediately make ready the Generator Bus duct system with permanent arrangements by installing required CTs and providing additional window so as to provide easy maintenance access of CTs in Line side of Unit-01 & Unit-02.

(B) Scope of Works: -

1. Depute expert team at NTPC Gadarwara 2X800 MW Site along with tools and tackles for executing work in Generator Bus duct package in U-01 & U-02.
2. Internal shifting of material from BHEL Store to working site is in the Subcontractors scope. Required material are already available at BHEL Store inside plant.
3. CT- 6 nos which are to be delivered from BHEL supplier at NTPC, Gadarwara site has to be tested at site with the help of CT Analyser, which will be in subcontractor's scope.
4. UNIT-02: Withdrawal of 6 Nos. CTs from our bus duct in Line side of Unit-02 (Only) by opening of CT Disconnecting link, Cu. Strip Flexible, Removal Palm and its SOB etc.
5. Unit-02: As and when shutdown/hot work permit is provided by M/s NTPC. Modification of 3 Nos. of IPBD ducts (Bom No.:11000, Qty-1 no, 12000, Qty-1 no & 13000-Qty-1 no) and installing CT window frame and its cover by means of cutting, grinding & Al. welding and finally applying touch up paint on welded portion. Required touch up paint to be arranged by subcontractor.

6. Unit-02: Installation of 8 Nos. of CTs in line side bus duct including 0.2S class CT carefully and then installing of removal palms, CT Disconnecting link and its SOB and Cu. Strip Flexibles for termination, etc.
7. Unit-02: After installation of CTs, termination with CT terminal Box to be completed and checked for continuity up to CT Marshalling Box.
8. Unit-01: Modification of 3 Nos. of IPBD segment (Bom No.-11000, Qty-1no,12000 – 1no & 13000- 1 no) and installing CT window frame and its cover by means of cutting, grinding & Al. welding and finally applying touch up paint on welded portion as and when shutdown/hot work permit is provided by M/s NTPC. Required material are already available at BHEL Store inside plant.
9. Work completion protocols to be signed with BHEL and NTPC 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 NTPC dependent and coordination will be required at site between BHEL, NTPC and sub-contractor to get it at the earliest.
11. Balance unused material properly returned to BHEL/NTPC 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 NTPC. 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 NTPC 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 Restoration work 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 (NTPC) 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.	Completion of permanent arrangement of CTs in line side bus duct in Unit-02 including dismantling, testing and installation.	30%
2.	Modification of IPBD CT inspection window cover in line side bus duct in Unit-02	30%
3.	Modification of IPBD CT Inspection window cover in line side bus duct in Unit-01	30%
4.	Cleaning and contract closing of site with obtaining of COF of Unit-01 & 02	10%

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 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
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**

SI no	Activity	Date of completion
1	Mobilization of expert team at site	Within 7 Days after issue of LOI / Work order.
2	Completion of permanent arrangement of CTs in line side bus duct in Unit-02 including dismantling, testing and installation & Modification of IPBD CT inspection window cover in line side bus duct in Unit-02	Within 30 days from the receipt of CT. Or If CTs are available at site, then within 30 days from the Issue of work permit by NTPC at site.
3	Completion of modification work of bus ducts in Unit-01	Within 20 days after issue Work permit from M/s NTPC Gadawara site.
4	Cleaning and contract closing at site	Within 7 days from the issue of COF for Unit-1 & 2.

(Signature & Stamp of Bidder)

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 1.84 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

A1.2) Executed at least two (2) contracts of each not less than Rs 1.15 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

A 1.3) Executed at least three (3) contracts of each not less than Rs 0.91 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

A 1.4) Executed at least 45 MT of Al. Bus duct fab work.

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 0.69/-** lakhs or more over last three Financial Years (FY) i.e. 2017-2018, 2018-2019, 2019-2020 or for 2016-2017, 2017-2018, 2018-2019 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: 5420

(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: Removal CT & Installation of 0.2s Class CTs in line side bus duct in Unit-02.(Two Phase only)	01		
2	Lot-02: Modification of 6 Nos. IPBD CT inspection window cover in line side bus duct in Unit-02 (03 Nos.) & Unit-01 (03 Nos.)	02		
3	Lot-03: Cleaning and contract closing of site (COF of Unit-01 & 02)	01		
4	Sub Total (1+2+3)			
5	GST @18% {(4)x18%}			
6	Grand Total (4+5)			

Value in Words:

Note to Vendor:

- The Quoted price for Sub 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 WORK	QTY	RATE/ UNIT	AMOUNT
		A	B	C=AXB
1	Lot-01: Removal CT & Installation of 0.2s Class CTs in line side bus duct in Unit-02.(Two Phase only)	01		
2	Lot-02: Modification of 6 Nos. IPBD CT inspection window cover in line side bus duct in Unit-02 (03 Nos.) & Unit-01 (03 Nos.)	02		
3	Lot-03: Cleaning and contract closing of site (COF of Unit-01 & 02)	01		
4	Sub Total (1+2+3)			
5	GST @18% {(4)x18%}			
6	Grand Total (4+5)			

Value in Words:

Note to Vendor:

- The Quoted price for Sub 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-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, 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.