NIT NO: 399/HR-TAX/WW/16-17

TOWNSHIP ADMINISTRATION AND DEVELOPMENT WATER WORKS DEPARTMENT HEEP, BHEL HARIDWAR

(TECHNO COMMERCIAL OFFER: Containing 14 pages)

NIT No: 399/HR-TAX/WW/16-17

DATED: 18.03.2017

Dated: 18.03.2017

Date of opening: 11.04.2017

Name of work: Repair & Redevelopment of Tubewell at BHEL Haridwar

Estimated value of work: ₹ **15.63 lacs** (Rupees Fifteen lacs and Sixty Three Thousand only)

Time of completion: 03 months (Three months)

Earnest money: ₹ **31,270/-** (Rupees Thirty One Thousand Two Hundred Seventy

Only)

Tender cost: ₹ **500/**- (Rupees Five Hundred Only)

1. PRE-QUALIFYING REQUIREMENTS (PQR):

a. EXPERIENCE:

i. Contractors must possess experience of similar nature of work.

- ii. Experience of successfully executed similar nature of work as mentioned at point no. (i) above during last 7 (seven) years as on 31.3.2016 should be any one of the following:
 - 1. Three similar completed works, each costing not less than the amount equal to 40% of the estimated cost (i.e. ₹ 6.25 lacs).

OR

2. Two similar completed works, each costing not less than the amount equal to 50% of the estimated cost (i.e. ₹ 7.82 lacs).

OR

- 3. One similar completed work costing not less than the amount equal to 80% of the estimated cost (i.e. ₹ 12.50 lacs).
- iii. Contractors shall submit copies of relevant documents and work completion certificate in original/ photo copy on the letter head of the organization for which the work has been done and signed by authorized signatory of the concerned organization (Format Enclosed at Page-14 of Techno-Commercial Bid).
- iv. They should also submit the reference of a responsible person from the company which has issued such certificates. BHEL reserves the option to visit and/ or verify these credentials directly from such companies. In case the same is not verified, the bidder may not be qualified for this tender

b. FINANCIAL CAPACITY:

 i. Average Annual financial turnover during the last 03 financial years ending 31st March 2015, must be more than ₹ 4.69 Lacs (30% of the estimated cost). Balance Sheet/ ITR to be submitted along with the Technical bid.

OR

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ii. Contractor shall have to submit proof of filing Income Tax Return for previous three financial years ending 31st march 2015 (PAN No. to be given).

LEGAL OBLIGATIONS:

- i. Parties should comply with all relevant state and central Govt. statutory/ legal obligations and the Contractors must possess PAN Card, P.F. code No., ESI Code No., Trade Tax No., PAN Based Service Tax No. (Works Contract Category) & Labour License No. etc. Copy of the same has to be submitted in support of the above.
- ii. In case the Contractor do not possess P.F. code No., ESI Code No., Trade Tax No., Service Tax No. & Labour License No., he will have to submit an undertaking stating that P.F. code No., ESI Code No., Trade Tax No., Service Tax No. & Labour License No. shall be submitted within one month of award of work, failing which BHEL shall be authorized to forfeit EMD against this tender and cancel the tender. BHEL shall provide form—V for Labour License after LOI, if required.
- d. All disputes shall be subject to Haridwar Jurisdiction.
- e. Offer of the Contractors not meeting/ fulfilling the PQR criteria's mentioned above shall be ignored/rejected.

2. **TENDER COST:**

a. Contractor must submit tender cost of ₹ 500/- in the form of demand draft in favor of Accounts Officer, BHEL-HEEP, Ranipur, Hardwar along with Techno-Commercial offers in case tender document is downloaded from web-site.

3. **EARNEST MONEY DEPOSIT (EMD):**

a. Contractor shall deposit EMD of ₹ 31,270/- in the form of demand draft or pay order only. No other mode of payment is acceptable. EMD shall be payable in favour of Accounts Officer, BHEL-HEEP, Ranipur, Hardwar & give the details as under.

i.	Amount:	₹
ii.	Demand Draft/ Pay Order No:	
iii.	Dated:	

NOTE: EMD shall not carry any interest

Technical bids without the original instrument for the requisite EMD will not be qualified for evaluation.

4. **POWER OF ATTORNEY**

- a. In case of firms, the tender documents must be signed by a person holding a valid notarized power of attorney and a copy of such power of attorney duly attested by a Gazetted Officer should be attached with the techno - commercial bid
- b. The contractor must provide "Name of the contact person", "Address", "Phone Numbers" and "E-Mail IDs" who will be authorized, by the bidders through a valid notarized Power of attorney, for concluding the contract. BHEL shall not communicate with any other person/ Numbers/ mail IDs/ address other than mentioned.

5. MODE OF TENDER:

a. The tender shall comprise of **two** parts i.e. 'Techno-commercial offer' and 'Price bid'. Contractor must sign on all the pages and complete the "Techno commercial offer" and "Price bid" in all respect.

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 Both the offers are to be sealed in separate envelope having NIT No., Name of Contractor and Name of offer i.e. Techno- Commercial and Price bid respectively.
 These two envelopes shall be sealed in a third envelope having NIT No., Name of Contractor, Name of offer & date of opening and shall be sent to:

> "Head of Material Management, Material Management Department, 4th Floor, Main Administrative Building,

HEEP, Bharat Heavy Electricals Limited, Ranipur, Haridwar-249403"

before date of opening as given in NIT.

- Incomplete offer is liable to be rejected. Offers received after due date & time are likely to be rejected. BHEL is not responsible for postal delay.
- Tenders will be opened at Tender Room, 4th Floor, Main Administrative Building, BHEL Hardwar on date mentioned in NIT.
- b. EMD should be enclosed along with the Technical bid. Also an unpriced copy of the price bid should be enclosed with the Technical bid to confirm that the bidders has quoted as per the prescribed Price bid format. Any condition/ modification in the price bid will not be entertained.

6. **GENERAL**:

- a. Contractors shall go through the tender document and confirm that work shall be carried out as per enclosed specifications and abide by all the tender conditions and they do not have any counter conditions.
- b. BIDS submitted not in accordance with the above guidelines will be liable for rejection.
- c. The risk of delay/ loss in transmission of tender documents by post/ courier rests with the bidder/ Contractor. No Late tender shall be accepted.
- d. If any information/ document submitted by the Contractor is found false/ fake at any stage, the tender will stand cancelled and EMD shall be forfeited. In such a case, the bidder is liable to be banned from future Tenders of BHEL.
- **e.** Contractors found technically suitable based on Techno-Commercial offer shall be eligible for further stage of the tender. **Information regarding date of price bid opening** and other details shall be informed to the eligible contractors separately.
- f. Contractors shall submit all the relevant documents as per the Pre-qualifying Requirements (PQR).
- g. Techno-commercial offer along with BHEL General Conditions of Contract, Special Conditions of Contract, contain total of ____ pages.
- h. Valid certificate towards exemption of EMD & tender fee, applicable for micro and small enterprises, as mentioned below:
 - i. MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either:
 - 1. EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or

 Valid NSIC certificate or EM II certificate along with attested copy of a CA's certificate (format enclosed where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited).

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- ii. Date to be reckoned for determining the deemed validity will be the date of bid opening (part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiencies in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.
- iii. Documents should be notarized or attested by a Gazetted Officer.
- i. As a matter of administrative ease, the contractor should make all disbursements to his workmen preferably through their bank accounts.

SPECIAL CONDITIONS OF CONTRACT

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(Repair & Redevelopment of Tubewell at BHEL Haridwar)

- 1. Material Supplied should be as per the specification of BOQ/ CPWD Specifications.
- 2. The contractor shall ensure production of Invoice & Test Certificate for all material (such as pipes, gravels etc.) being used for the work. The contractor shall use the material only after production of Invoice & Test Certificate and after being allowed by the department.
- 3. BHEL shall only designate temporary areas where the contractor shall make their own arrangement for and storage of material. The responsibility of safe guarding the material rests with the contractor.

4. Service Tax

- a. Successful bidder must give an undertaking for registration under VAT as well as Service Tax (Works Contract Category)
- b. Composite work will be subject to Service Tax as per prevailing Govt. rule, which will be reimbursed by BHEL based on the documentary evidences for deposit of the Service Tax so paid as per BHEL Policy.

5. Payment Terms

- a. Running Bills (RA Bills) will be admissible on monthly progress of the work based on joint measurement to be completed by 7th of the succeeding month in case the same is preferred within 3 days of completion of the calendar month.
- b. RA bills will be paid within 1 month from the date of the joint measurements on completion of the full contract in all respect.
- c. All the statutory recoveries like applicable TDS of Income tax, works contract tax etc as per Uttarakhand rules and shortfall of Security Deposit, if any, will be recovered from the Gross RA bill.
- d. On completion of 12 months warranty period the Security Deposit will be finally released by BHEL subject to completion of all defect liability works notified within the warranty period.

6. Extra Items:

- a. Any item which is not covered in the bill of quantity but essentially required to be carried out for completion of work as per the site condition, has to be executed by the contractor after due written approval of BHEL. However its payment shall be done on the basis of Market Rate and accepted premium as per the contract agreement. The rate shall be derived based on actual cost mutually agreed by the BHEL and the contractor and the same needs to be approved before execution of the work.
- 7. BHEL shall provide 3 to 4 locations in the campus; party has to arrange geological survey by approved Govt. Geologist for locating of pin point for probable discharges of expected 200 M3/ hour at his own cost.
- 8. Party has to ensure 200 M3/hr discharge of the tube well before drilling up the tube well.
- 9. All the T&P, tent, Rig, Generator, Pump, Motor, Starter, and Compressor etc., has to be transported and installed at site of work.
- 10. Party should ensure the correct nature of work and survey the area prior to quoting the rates.
 - a. Static water level is 28 meter or more below ground level.
 - b. Expected yield required-----200M3/hr.

- c. Purpose of water needed------Domestic
- d. Head required ---30 m above ground level
- e. Any more information, if required, can be obtained from Water Works Department.

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- 11. Water point shall be provided free of charge at site of work.
- 12. Electric supply shall be provided free of charge near the site of work at electric pole for drilling purpose only. Rest of the material or T&P which is not mentioned in the bill of quantity shall have to be arranged by the contractor for proper completion of the work without any extra charges.
- 13. Encasing pipe should be painted with corrosion resistant paint. Quality of encasing pipe has be to got approved by Engineer I/c.
- 14. In this contract, service tax shall be applicable. For this service tax registration number is required. Service Tax shall be reimbursed as per actual. Service Tax shall be charged as per rules, as notified from time-to-time.
- 15. Contractor shall get the discharges of 200m3/hr checked to the department after final commissioning of tubewells after submersible Pumpset is installed.
- 16. The bore should be perfectly vertical. Vertically tests shall be done as per relevant CPWD/BIS Standards.
- 17. No compensation, of whatsoever nature, will be paid to the contractor for losses, if any, during running of work or accident at site. The contractor shall indemnify BHEL against this.
- 18. One time EMD is not acceptable in this tender.
- 19. Any other applicable Cess/ Tax, if any, which is not mentioned earlier, shall also be borne by the contractor and the quoted rates shall be deemed to have included all such applicable taxes whatsoever. BHEL shall not entertain any claim in this regard.
- 20. Valid certificate towards exemption of EMD & tender fee, applicable for micro and small enterprises, as mentioned below:-

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA's certificate (format enclosed where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer.

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GENERAL CONDITIONS OF CONTRACT

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(containing 6 pages)

- 1. Documents submitted with the offer shall be signed and stamped in each page by the tenderer/ authorised representative of the tenderer.
- 2. Conditional tender is likely to be rejected.
- 3. BHEL shall have the right to reject any tender based on past unsatisfactory performance of Tenderer.
- 4. BHEL has the right to reject all or any of the tenders and accept any tender(s) irrespective of its/ their being the lowest/ highest.
- 5. BHEL reserves the right to award only fraction or part of the work given in the Bill of Quantity.
- 6. Contract may be cancelled at any stage without assigning any reason and Contractor/Tenderer shall not have any claim in this regard.
- 7. Power of Attorney will not be accepted from individual Contractors/Tenderers.
- 8. If any information/documents submitted by the Contractor/Tenderer is/are found false/fake at any stage, the tender will be cancelled and earnest money deposited shall be forfeited.
- 9. The Tenderer shall sign every page of the tender document. In-case of firm/companies, the tender documents must be signed by a person holding a valid power of attorney and a copy of such power of attorney should be attached with the tender.
- 10. The main criteria of judging performance of Contractor will be timely completion & quality of the work and response of the Contractor.
- 11. In-case more than one Contractors quote equal L-1 rates, lottery shall be drawn among L-1 parties to decide one L-1 party.
- 12. The Contractor will have to make his own arrangement for transportation of water to the site of work from nearest available water point in township at no extra cost. Contractor has to ensure storage of water during non-supply hours at no extra cost.
- 13. If required, work can be done anywhere in the township of BHEL Haridwar as per direction of Engineer In-Charge.
- 14. Contractor has to complete the work within the given period of completion.
- 15. Extension of time for completion of work may be granted by BHEL where delay is not attributable to the Contractor. However, where delay is on account of Contractor, extension of time shall not be granted without L.D. LD shall be charged at the rate of 0.5% (zero point five percent) of contract value for every one-week delay or part thereof in time of completion subject to maximum of 10% of contract value.
- 16. Quantity may vary 25% on either side of individual items. Excess of Expenditure over agreement value shall not be allowed unless approved by BHEL
- 17. The work will be done as per enclosed specification. Details not covered in enclosed specification/BOQ shall be as per CPWD/relevant BIS specifications.
- 18. For measurement, CPWD norms shall be followed unless otherwise mentioned.
- 19. Measurement shall be taken jointly by any person / persons duly authorised on the part of the BHEL & the Contractor.
- 20. The Contractor shall provide assistance with appliance and other things necessary for measurement without extra charge.
- 21. If the Contractor/their representative fails to attend when required for measurement, the Engineer In-Charge shall have the power to proceed by himself to take measurements and in

that case, these measurements shall be deemed to have been accepted by the Contractor as final.

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- 22. Measurement shall be recorded in measurement book maintained by the authorized representative of BHEL who shall make entries regarding the work executed by the Contractor under different items of Bill of Quantity. These entries will be counter-signed by the Contractor or his duly authorized representative.
- 23. Payment shall be made as per accepted rates for the satisfactory work done as per details given in item & its specification.
- 24. No payment shall be made for the work done without the permission of Engineer In-Charge.
- 25. Running Bill payment against the work executed shall be made to the Contractor after recording on Measurement book by authorised BHEL representative & agreeing by the Contractor's representative and duly checking by Engineer In-Charge.
- 26. The payment of final bill will be made only after satisfactory completion of the work, clearance of the site & clearance of all the liabilities on Contractor's part. No claim will be entertained after signing the final bills.
- 27. Water charges will be deducted at the rate of Rs. 1.00 per Rs. 1000.00 of the value of the work.
- 28. All payment will be subject to deduction of income tax/ trade tax etc. at source as per applicable rules.
- 29. All payment will be made through e-mode.
- 30. **EARNEST MONEY DEPOSIT (EMD):** EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT. Rates of EMD shall be as under:

For works/ services with estimates upto	2% of the estimated cost		
Rs 10 Crs			
For works/ services with estimates	Rs. 20 lakhs plus 1% of the estimated		
more than Rs 10 Crs	cost over Rs. 10 Crs		

Where work is to be split on two or more contractors, amount of EMD may be based on the maximum quantum of work envisaged on one Contractor.

A) The EMD may be accepted only in the following forms:

- Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- II. Pay order/ Demand draft, in favour of BHEL (along with offer)

B) Forfeiture of EMD

EMD by the Tenderer will be forfeited as per NIT conditions, if:

- After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- II. The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
- III. EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged
 - under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

- C) EMD of successful tenderer will be retained as part of Security Deposit
- **D)** EMD shall not carry any interest.
- 31. Offer of Tenderer shall be considered valid for 180 days from the date of opening of the tender.

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32. SECURITY DEPOSIT (SD):

A. The total amount of Security Deposit will be **5% of the contract value**. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

B. Modes of deposit:

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- i. Cash (as permissible under the extant Income Tax Act)
- ii. Pay Order/ Demand Draft in favour of BHEL
- iii. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be duly pledged in favour of BHEL & discharged on the back i.e. in the name of the Contractor, a/c BHEL)
- iv. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
 - (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)
- C. At least 50% of the required Security Deposit, including the EMD, should be deposited by the successful tenderer before start of the work. Balance of the Security Deposit can be recovered by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- D. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- E. The Security Deposit shall be retained for the maintenance period & will be released only after carrying out required maintenance, if any, to the entire satisfaction of Engineer In-Charge. Normally maintenance period shall be Six Months after date of actual completion of work unless otherwise mentioned. Entire Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
- F. The Security Deposit shall not carry any interest.

33. **Termination of Contract for Death**: Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the Contractor's authorised survivors.

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- 34. **Recovery from Contractor:** Whenever under the contract, any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under the contract or under any other contract with BHEL or from his security deposit, or he shall pay the claim on demand.
- 35. **Post Technical Audit of Work and Bills**: BHEL reserves the right to carry out a post payment audit/ technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the preceding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
- **36.** The Contractor shall not be entitled to any interest with respect to the security deposit or any money which may be due to him from BHEL to make progress or other payments.
- 37. As a matter of Administrative ease, the contractor should make all disbursements to his workmen preferably through their bank accounts.
- 38. Any other applicable Cess and/or Tax not mentioned above shall be borne by the Contractor. The rates quoted shall be deemed to include all such applicable Cess and/or Tax of both Central & State Governments. The contractor shall indemnify BHEL from all such claims in this regards.
- 39. Valid certificate towards exemption of EMD & Tender Fees, applicable for Micro and Small Enterprises shall be as mentioned below:

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA's certificate (format enclosed where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer.

Contractor's Obligations

A. Contractual

- 1. Contractor shall supervise the work allowed to him and to be carried out by his employees.
- 2. 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 skills, proficiency, qualification, experience etc.
- 3. Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- 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.

 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.

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- 6. Contractor will ensure that the jobs are being executed through his employees on his rolls and shall not sub-contract the job.
- 7. 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.
- 8. Contractor to provide safety appliances and safety shoes to his employees. the Contractor shall be responsible for enforcing all safety regulations as applicable.
- 9. Contractor to ensure that all precautions are taken for safety of his employees and equipment.
- 10. 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.

B. Towards Statutory Liabilities:

- 11. All statutory requirements under The Minimum Wages Act 1948, The Payment of Wages Act 1936, The Workmen's Compensation Act 1923, Employees" Provident Funds and Miscellaneous Provisions Act 1952, Payment of Gratuity Act, 1972, The Employees' State Insurance Act, 1948, the Contract Labour (Regulation and Abolition) Act 1970, the Payment of Bonus Act 1965, Income-tax Act, 1961, Service Tax Act and Rules as Amended by Finance Act 2016 and all other applicable acts shall be complied with by the contractor.
- 12. Contractor shall comply with all statutory requirements, rules and regulations notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- 13. 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/BHEL authorities.
- 14. Contractor to provide PF passbooks to his employees and ensure payment of PF, under EPF & MP Act 1952 to the RPFC.
- 15. Contractor shall ensure payment of ESI contribution under ESI Act 1948 and provide ESI membership no. card of each employee.
- 16. Contractor shall produce proof of deductions as well as remittances of PF, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
- 17. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- 18. Contractor shall be solely responsible for non-payment / delayed payment of Wages/DA, Contributions under EPF & MP Act, ESI Act etc.
- 19. 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 bill under the contract can be utilized by BHEL to discharge the liability of the contractor.
- 20. 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.

21. The liability for any compensation on account of injury sustained by an employee of the contractor will exclusively be that of the contractor.

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- 22. Contractor shall be responsible for making payment of wages before the expiry of 7th day after the last day of the wage period in the presence of the authorised representative of contract operation division.
- 23. Contractor to obtain license under The CL (R&A) Act, 1970.

C. Towards Supply of Tools, Tackles & Materials

- 24. Contractor shall provide to his employees all tools, tackles and equipment 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, equipment and tools and tackles.
- 25. Contractor shall provide safety appliances & PPEs and maintain the same at his own cost which may be required under the statute or otherwise.
- 26. Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

D. Towards Finance

27. Contractor to arrange his own finance for carrying out the job including supply of tools, tackles and equipment to his employees, materials, payment of wages to his employees etc.

Rates quoted shall be net and inclusive of all the capital cost, material cost, taxes and levies which might be applicable to this type of job

CHECKLIST

Before quoting, the Contractors are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labour. They should be well versed with BHEL General Conditions of Contract, Special Conditions of Contract and all other documents which form part of the agreement to be entered into subsequent to award of work. The Contractors shall specially note that it is the Contractor's responsibility to provide any item which is not specially mentioned in the specification, but which is necessary to complete the work at his own risk and cost.

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I/ We hereby certify that I/ We have read, signed, understood and agree completely to all the above mentioned pages of this tender document and shall abide by these conditions.

(Signature of Contractor with Date & Seal)

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Summary of Experience Certificates enclosed with techno commercial bid

SI. No.	Full Postal Address of Client & Name of Officer Incharge	Descripti on of Work	Value of Contract	Completi on Time as stated in tender	Date of Commencemen t of Work	Actual Completion	Year of Comple tion	Enclosures Required: 1. Experience Certificate 2. Copy of Bill of Quantity
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)