



BHARAT HEAVY ELECTRICALS LIMITED
 RAMACHANDRAPURAM, HYDERABAD - 502032
 TOWNSHIP ADMINISTRATION DEPT.
 Contact No. 040 - 23182157, 23183585

TENDER NOTICE

Name of the department : **TOWNSHIP ADMINISTRATION**
 Tender Notice No. : **HY/TA/E/OT-02/2017-18 _ Dt. 16.09.2017**

Bharat Heavy Electricals Limited, is a Govt. of India Public Sector undertaking, having its Registered Office at Siri Fort, New Delhi. BHEL Ramachandrapuram, one of its manufacturing units, invites sealed tenders in Two Part Bid from eligible contractors, who fulfil qualification criteria as stipulated in NIT for the work of "**Replacement of SPT (Single Pole Tumbler) Switch Boards in Township Quarters**".

1. Sealed Quotations containing Technical bid and Price bid in separate sealed covers, super scribing the Name of work and Tender reference will be received up to **10.10.2017 till 11:00 AM**, at **Vendor Complex, beside Administrative Building**, BHEL Ramachandrapuram. Technical Bid(s) will be opened after 1.00 PM on the same day. Further information if any, may be obtained from the office.
2. The tender documents are available for download on the website of BHEL i.e., www.bhel.com. Tenderers while submitting the tender documents downloaded from website, must enclose a Banker's Cheque / Demand Draft in favour of "BHEL R.C.Puram, Hyderabad" or NEFT Receipt for the prescribed Document Cost of **Rs. 250/-** only. Tender documents submitted without Banker's Cheque / Demand Draft / NEFT Receipt for the specified value of document cost will be summarily rejected.
3. A set of tender documents (non-transferable) may be purchased from the office of Township Administration, Planning Dept., BHEL-HPEP, R.C.Puram, Hyderabad-32 on any working day (Monday to Saturday) between 09:00 hrs. to 14:00 hrs. by paying document cost of **Rs. 500/-** only in the form of NEFT / Banker's Cheque / Demand Draft in favour of "BHEL R.C.Puram, Hyderabad".
4. In case, tender documents are requested by post, BHEL shall not be responsible for any delay due to any reasons (including postal delay) either in receiving the Agency's request or receipt of tender documents by the agency.
5. The salient features of this tender document are as follows:
 - i) Notice Inviting Tender
 - ii) Instructions to Tenderer
 - iii) General terms and conditions
 - iv) Duties and Responsibilities of Contractor
 - v) Manpower
 - vi) Contract Work Description
 - vii) Pro-forma for offering technical bid
 - viii) Special terms and conditions of Contract
 - ix) Price Bid Format
 - x) Declaration by Contractor
 - xi) Period of Contract
 - xii) Failure to comply with contract
 - xiii) Payment to Contractor
 - xiv) Sub-contract
 - xv) Statutory Requirement(s)
 - xvi) Copy of agreement between BHEL & Contractor
6. Corrigendum to this tender notice, if any will be published on BHEL web site only. Tenderers shall regularly visit the website till the last date for any kind of updates.

(Signature & Designation of Official)

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1.0 NOTICE INVITING TENDER (NIT)

(i)	Tender Number & Date	:	HY/TA/E/OT-02/2017-18 _ Dt. 16.09.2017
(ii)	Name of work	:	Replacement of SPT (Single Pole Tumbler) Switch Boards in Township Quarters.
(iii)	Approx. Estimated Value of work	:	Rs. 4.48 lakhs (+ GST Extra)
(iv)	Earnest Money Deposit (EMD)	:	Rs. 9,000/-
(v)	Cost of Tender Documents	:	Rs. 250/- (if downloaded from web) Rs. 500/- (if purchased from BHEL)
(vi)	Last Date for sale of Tender Documents (from office)	:	09.10.2017 (up to 14:00 Hrs.)
(vii)	Last Date for Receipt of Tenders	:	10.10.2017 (up to 11:00 Hrs.)
(viii)	Date, Time & Place for Tender Opening	:	10.10.2017 at 13:00 Hrs. Place: Vendor Complex near Admin. Bldg.
(ix)	Period of Completion	:	Four (4) months from date of commencement
(x)	Maintenance period	:	Six (6) months from date of completion

Special Notes:

- This tender is hosted on BHEL website (<http://www.bhel.com>). Any corrigenda or changes to the tender will be published in the above website only. Tenderers shall regularly visit the website up to the last date for any updates.
- TENDERER MUST SIGN ON ALL PAGES OF THE TENDER DOCUMENTS. THE COPIES OF DOCUMENTS SUBMITTED IN THE TENDER MUST BE SELF-ATTESTED.
- FILLED IN TENDERS TO BE DROPPED IN THE TENDER BOX AVAILABLE AT VENDOR COMPLEX NEAR ADMINISTRATIVE BUILDING.

<i>Name & Address of the tenderer:</i> ----- ----- ----- -----	<i>Phone No.:</i> _____ <i>FAX No.:</i> _____ <i>E-mail:</i> _____
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2.0 PRE-QUALIFICATION REQUIREMENTS

The following conditions have to be satisfied by the tenderer, with documentary proof to be enclosed with tender (Technical Bid).

- i) Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year (should submit balance sheet and P&L account for last 3 years – certified by Chartered Accountant), should be at least 30% of the estimated cost (i.e., 30% of 4.48 lakhs = Rs.1.35 lakhs). Further, if the tenderer fails to submit the figure(s) for 3 years, non-submitted year will be considered as “0” (Zero) for averaging the turnover.
- ii) Particulars of experience/ credentials for the works executed of ‘similar nature’ during not older than 7 years (completion and experience certificate of the works to be enclosed), ending last day of month previous to the one in which tenders are invited should be either of the following:
 - a. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost (40% of 4.48 lakhs = Rs. 1.79 lakhs).
OR
 - b. Two similar completed works each costing not less than the amount equal to 50% of the estimated cost (50% of 4.48 lakhs = Rs. 2.24 lakhs).
OR
 - c. One similar completed work costing not less than the amount equal to 80% of the estimated cost (80% of 4.48 lakhs = Rs. 3.58 lakhs).

‘Similar Nature’ means: Any kind of electrical works.

Note:-

- *Work experience must be supported with proper work completion certificate. Copy of work order / acceptance letter / agreement etc. will not be considered as work experience.*
- *Work experience certificate from organizations other than BHEL, should be supported with Form 26AS / TDS details.*
- *Any adverse remarks in experience certificate issued by BHEL, R.C.Puram for works executed in BHEL R.C.Puram during past three years will be a disqualification factor.*

- iii) Valid ESI Registration Number
- iv) Valid PF Registration Number.
- v) Goods & Service Tax (GST) Registration Number.
- vi) PAN No. (In case not available, proof of having applied with acknowledgement from concerned authority).
- vii) Valid Grade-A / Grade-B Electrical License
- viii) The offers of the bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firm shall be rejected. The list of banned firms is available on BHEL website <http://www.bhel.com>.

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2.1 (A) SOME OF THE IMPORTANT TERMS & CONDITIONS

1. **Period of Contract:** The contract once finalized will be valid for a period of **four (4) months** from the date of commencement.
2. **Extension of Contract:** Subject to satisfactory execution and based on mutual acceptance between BHEL & the contractor, the contract may be extended with the same rates, terms & conditions.
3. **Price Variation Clause:** Price Variation is not applicable for this contract. The prices quoted by the contractor shall remain firm for the entire period of contract. Contractor should anticipate any related hike / fall and quote accordingly.
4. **Taxes & Duties:** The rate quoted by the contractor shall be exclusive of GST.

Please refer Pg. 6 of this NIT for conditions related to Taxes & Duties w.r.t. GST.

All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).

5. **Payment Terms:**
 - a) Part Payments on Running Bills / 100% payment on Final Bill shall be made to the contractor based on quantity of work executed and subsequent acceptance & certification of the bills by Contract Executing Officer.
 - b) Income Tax will be deducted at source from the running bills as per applicable income tax rules and other statutory requirements.
 - c) No advance payment will be made in respect to the contract.
 - d) All payments to the Contractor shall be made through NEFT.
6. **Penalty:** In the event of delay in supply of goods and/or services beyond contractual delivery date, penalty of 0.5% per week or part thereof shall be levied on the full contract value subject to a maximum of 10% of the order value. Penalty amount so determined along with GST if applicable thereon shall be recovered.

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2.1 (B) TAXES AND DUTIES w.r.t. GST

1. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.
2. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied / leviable on BHEL.
3. The bidder shall arrange to send to BHEL, Hyderabad along with all the required documents as in Purchase Order, Tax Invoice (Original for Recipient) along with his bills.
4. Vendor to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement Supply of goods and services or both.
5. Taxes and duties prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be applicable paid. Composition Scheme to be addressed.
6. Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable.
7. Invoice should mention BHEL-HPEP-HYDERABAD GSTIN: 36AAACB4146P1ZG or GSTIN of BHEL Nodal Agency as mentioned in PO.
8. In case of any short supply of goods or service, Vendor has to raise a credit note for short supplied quantity as per GST provisions.
9. Any GST liability arising on BHEL under reverse charge before actual receipt of goods and or services and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law, as applicable.
10. **Penalty clause:** In the event of delay in supply of goods and/or services beyond contractual delivery date, penalty of 0.5% per week or part thereof shall be levied on the full contract value subject to a maximum of 10% of the order value. Penalty amount so determined along with GST if applicable thereon shall be recovered.
11. Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
12. A declaration to the effect that all tax liability as per GST rules and regulations shall be discharged.

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NOTES:

1. **The Demand Draft / Banker's Cheque for Tender Cost and EMD (as applicable) are to be enclosed in Part-A (technical bid) cover. Tenders submitted without EMD and/or Tender cost as stipulated will be rejected.**
2. **The agencies are advised to visit the work site with prior notice to understand the nature/ quantum or work in its true perspective to avoid any kind of misunderstanding.**
3. A tender may be rejected during scrutiny of technical bids in case there is unsatisfactory past performance in the execution of an earlier contract. BHEL also reserves the right to reject any/all tenders in part or in full without assigning any reasons.
4. The tender documents may also be submitted through post/ speed post/ courier so as to reach within the stipulated date and time. The same shall also to be sent to above address. However, it should be noted that BHEL will not be responsible for any postal delay / non-delivery of item.
5. Tender will be finalised on lowest cost to BHEL. In the Price Bid, tenderers should quote their tender percentage in terms of Excess / Less / At Par with estimate amount. The tender percentage (%) thus quoted will be uniformly applicable for all the line items. **Any conditional offer is not acceptable.**
6. Price Bids will be opened only for those tenderers who are found to be technically qualified in Part-A i.e., Techno-Commercial Bid.
7. L1 vendor will be evaluated on the basis of overall considered value.
8. All the bills of the contractors will be cleared subject to the production of clearance certificate by the contractors in respect of compliance of all statutory requirements, issued by IR section of personnel department. Agency to raise invoice in line with GST rules for processing of bill.
9. **Contractor shall provide valid E-mail id and all the communication made to that email id shall be treated as official correspondence.**
10. Any clarifications sought from the contractors during the tender evaluation process, an email seeking clarifications and followed by two reminders through email will be sent with a response time of 2 days from the date of email and if no response is received from the contractor, it is treated as contractor does not possess required information sought or is not interested for the work. In cases where the contractor replies within the response time period of 2 days and seeks further extension of time, then BHEL reserves all its right to grant further time depending upon the reasonability of the case and all decisions taken by BHEL in this regard shall be final and binding on the contractor.
11. **If any agency is found to have submitted fake documents during our verification, his offer shall be treated as disqualified and suitable action will be taken as per extant rules of BHEL.**
12. Any additional documents (over those mentioned in NIT) may be sought by BHEL for clarifications in processing of the tender. The contractor has to submit all the concerned documents asked by BHEL within the stipulated time as mentioned in clause 10.
13. **All the copies of certificates / documents enclosed must be attested by the contractor with seal.**

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2.2 INSTRUCTIONS TO TENDERER

- 2.2.1 Tender documents can be downloaded from BHEL web-site <http://www.bhel.com>. Those who are downloading the tender documents from web-site must also pay cost of tender documents in the form of Demand Draft / Banker's Cheque / NEFT, without which the tender will be summarily rejected.
- 2.2.2 Tenders are invited in **Two-Part Bid system**. Therefore, the tender documents consist of two parts i.e., Part-A (Techno-Commercial Bid) and Part-B (Price Bid).
- 2.2.3 Part-A i.e., Techno Commercial Bid and General Terms and Conditions shall be attached to Techno-Commercial Offer with signature of the tenderer at the bottom of each page as a token of acceptance. The tenderer shall expressly accept all the terms and conditions of the Tender. The tenderer shall not indicate the price or rate anywhere in the Techno-Commercial Bid.
- 2.2.4 Part-B i.e., Price Bid should not carry any conditions. Price / rate / % should be quoted in clear terms in the format given by BHEL. The price / rate / % should be quoted in figures as well as in words.
- 2.2.5 The tenderers, before making the offer, are advised to carefully go through the terms and conditions, which form part of the Agreement.
- 2.2.6 Both Part 'A' & Part 'B' of the tender form duly filled in all respects shall be signed on each page by the tenderer. Any alteration, erasure or over-writing will render the tender invalid. Alteration neatly carried out and duly attested with the full signature of the tenderer however is permitted.
- 2.2.7 All entries in the tender document should be in one ink. Corrections, over writing, cuttings etc. are not permitted. All the columns in the tender form should be filled without leaving any column blank in any page of the tender. In case any of the columns is left blank, the tender would be rejected.
- 2.2.8 The tenderer should submit the tender documents intact without detaching any page(s).
- 2.2.9 **Each and every page of tender documents should be stamped & signed by the tenderer.**
- 2.2.10 **The tenderer should clearly mention his name & address either by writing or by putting stamp on the sealed envelopes.**
- 2.2.11 **Part-A & Part-B of the tender documents duly sealed in separate envelopes and should be sealed in another envelope. All the envelopes should be clearly super scribed with Tender Enquiry No. HY/TA/E/OT-02/2017-18, dated 16.09.2017 along with the part name i.e., Technical Bid / Price Bid / Common Sealed Cover.**
- 2.2.12 Duly sealed envelopes containing tender documents should be deposited at the Vendor Complex, BHEL, R.C.Puram, Hyderabad-32 addressed to Addl. General Manager / TA, BHEL, R.C.Puram, Hyderabad-32 so as to reach **on or before 11:00 hrs. on 10.10.2017**. The tender documents may also be sent either by registered post / Speed Post / Courier so as to reach on or before the said date and time. Part 'A' of tender i.e., Techno-Commercial Bid will be opened at 13:00 hrs. on the same day in the presence of available tenderers or their representatives.
- 2.2.13 For any further details, Sr. Manager / Planning-TA, BHEL, R.C.Puram, Hyderabad-32 may be contacted in person or through Telephone Nos. 040-23182157 / 23183585.
- 2.2.14 BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. The company has no obligation to accept the lowest tender. Offer of the Tenderer if prima-facie found not comparable with the quantum of work envisaged and the bid is a desperate effort to be L1, then the offer is liable to be rejected. BHEL's decision in this regard shall be final and binding.

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2.2.15 BHEL reserves the right to reject the tender of a bidder, who committed default and having bad track record in execution of previous contracts in BHEL. For the purpose of this clause, "default and bad track record" means violation of labour laws (such as non-payment of wages in time, non-payment of ESI, PF contribution, non-payment of bonus) and backing out from contract after Reverse Auction or after receipt of LOI / entering into agreement etc.

2.2.16 **PRICE BID** - The tenderers are required to submit their quotation for all the items listed in the Price Bid format given along with the tender documents. The price should be quoted for each activity after careful study of the actual job requirement so that, in case the contract is awarded, contractor should not express any difficulty in execution of the contract.

2.2.17 **VALIDITY OF RATES** - The rates quoted shall remain valid for 120 days from the date of opening of the Techno-Commercial bid.

2.2.18 The tenderer will be required to quote the rates against each item of work under each group (both in figures and words).

2.2.19 **REVERSE AUCTION** (Not applicable for this tender)

~~BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.~~

~~In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of online sealed bid by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.~~

~~Start price for Reverse Auction will be the estimate or L1 of on-line sealed bids, whichever is less.~~

2.2.20 **DISCREPANCY IN WORDS & FIGURE QUOTED IN PRICE BIDS:**

- i) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) and (ii) above.

If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

2.2.21 In case of quantity based work contracts, the tenderer should quote the rates against each item keeping in view the prevailing applicable Minimum wages / BHEL Fair Wages whichever is higher, statutory payments and other payments if any and other obligations as per the statutory provisions and amendments thereto and also as directed by BHEL from time to time.

2.2.22 BHEL reserves the right to award the contract to one or more contractors simultaneously as deemed fit at the initial stage or during the contract period.

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Tender Notice No. **HY/TA/E/OT-02/2017-18**, dated : **16.09.2017**

- 2.2.23 BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further, BHEL also reserves the right to reject any or all tenders without assigning any reasons thereof.
- 2.2.24 BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the tenderer.
- 2.2.25 Wherever prescribed formats are specified for the tenderers use, he shall use the same for making his Claims.
- 2.2.26 Tender document should be complete in all respects.
- 2.2.27 Successful tenderers shall enter into an Agreement on stamp paper of Rs. 200/- for having accepted the rates, terms and conditions of the contract as per the pro-forma given by BHEL.
- 2.2.28 The Offers should be in full conformity with the terms and conditions of this tender. No contra conditions are acceptable. Incorrect and incomplete tenders are liable to be rejected. Tenders not submitted in the prescribed forms will be rejected.
- 2.2.29 BHEL reserves the right to accept or reject any tender in part or full at their discretion without assigning any reason.
- 2.2.30 If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, then BHEL reserves the right to reject such tender at any stage.
- 2.2.31 If the tenderer indulges in any unethical practice for securing the contract, the offer of such tenderer shall be rejected.
- 2.2.32 Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by Contractor in writing to BHEL HPEP for the contract purposes or to his e-mail address.
- 2.2.33 **SITE VISIT:**
- a. Before quoting, the tenderers 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 related procedures & practices. They should be well versed with BHEL General Conditions of Contract, Instructions to tenderers, drawings wherever applicable and specifications and all other documents which form part of the agreement to be entered into subsequent to award of work. The tenderers shall specially note that it is the tenderer's responsibility to provide any item which is not specially mentioned in the specification or drawing, but which is necessary to complete the work.
 - b. The tenderer/Bidder and any of his authorized personnel or agents will be granted permission by the BHEL to enter upon its premises and lands for the purpose of site visit. However, the bidder shall express condition that he, his personnel, and agents will be responsible against all liability in respect thereof, including death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
 - c. The Bidder should inform the BHEL at least 2 days (time may be fixed in consultation with tender issuing authority) in advance about the proposed site visit. The Bidder, at his own responsibility and risk is encouraged to visit, inspect and survey the Site and its surroundings and satisfy himself before submitting his bid as to the form and nature of the Site, the means of access to the Site, the accommodation he may require, etc.
 - d. In general, Bidders shall themselves obtain all necessary information. A Bidder shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed. The cost of visiting the Site shall be at the Bidders' own expense. Any deviations of information in the report and the actual site will not be the responsibility of the BHEL.

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3.0 GENERAL TERMS AND CONDITIONS

- i) Contractor shall obtain Labour License (Central / State Government) before commencement of work as applicable.
- ii) In case Contractor engages labour from outside Telangana State to execute the said work, he is required to obtain licence under Inter State Migrant Workmen (RE&CS) Act 1979.
- iii) BHEL reserves the right to split up the work into convenient portions and award them to different contractors.
- iv) The tenderer shall keep the contents of his tender and rates quoted by him confidential.
- v) All expenses in preparation and submission of bids and visits to the office or any place in connection with the preparation of Bid shall be borne by Bidder. BHEL in no case shall be responsible or liable for these costs regardless of the outcome of the Bidding process
- vi) The bid prepared by the Bidder including all correspondence etc. relating to his offer/ bid shall be in ENGLISH language only.

3.1 ELIGIBILITY CRITERIA

- 3.1.1 In case the contractor is a Partnership Firm or a Company, the same should be a registered under the relevant Indian Partnership Act 1932 or Companies Act, 1956 and well established organization having at least three years' existence in business consecutively for the past three years.
- 3.1.2 The Successful tenderer has to get the license from central Labour Dept., (if applicable) under Contract Labour (Regulation & Abolition) Act 1970 for the areas and nature of work, which they will be performing as part of the contract.
- 3.1.3 Tenderer should have independent ESI Employer code under ESI Act 1948 and PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952.
- 3.1.5 Photocopy of letter from ESI Corp. and PF Commissioner's Office to establish that tenderer is independently registered as an employer under ESI and PF to be produced.
- 3.1.6 The tenderer shall also mention the PAN Number issued by Income Tax Department. Copy of the PAN card or PAN number allotment letter shall be submitted along with the tender documents.
- 3.1.7 The tenderer shall also mention the GST Registration Number. Copy of the GST Registration Number allotment letter shall be submitted along with the tender documents
- 3.1.8 There should be no litigation or charge under investigation / enquiry / trial against the Tenderer, or conviction in a court of law or suspension or blacklisting by any organization on any ground. Tenderer shall confirm this in the Declaration. During the course of work, if any such information comes to light, the contract may be terminated.
- 3.1.9 The opinion / decision of BHEL regarding the bid shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason.
- 3.1.10 In case the tenderer has a relative employed in BHEL, the authority inviting tender shall be informed of this fact in writing at the time of submission of tender, failing which the tender may be disqualified, or if such fact comes to light subsequently, the contract may be terminated.
- 3.1.11 For the works which are continuous in nature, and which require regular interaction and monitoring, the contractor shall have an Office/Establishment in Hyderabad. Absence of such an arrangement may lead to disqualification of the Tenderer.

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3.2 EARNEST MONEY DEPOSIT (EMD):

- 3.2.1 An amount of **Rs. 9,000/-** towards EMD shall be paid by NEFT or Demand Draft / Banker's cheque drawn on any nationalized / scheduled bank in favour of "Bharat Heavy Electricals Limited" payable at Hyderabad and shall be enclosed to the tender bid. No other means of payment shall be accepted. EMD / any money due to the tender by BHEL shall not carry any interest.
- 3.2.2 **Tenders received without EMD as specified above shall be rejected.** If EMD accompanies price bid, such bids shall not be considered and will be rejected. No adjustment of EMD shall be made with EMD submitted earlier with other tenders of BHEL or any outstanding amount. If EMD is not in line with amount called for, the EMD as well as the quotations will be returned and unopened to the tenderers.
- 3.2.3 EMD of unsuccessful bidders shall be returned promptly upon award of Contract and EMD of successful bidder will be returned upon the bidder's accepting the contract and furnishing the requisite security deposit.
- 3.2.4 EMD by the tenderer will be forfeited if:
i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modifications 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/ in accordance with the instructions of BHEL
- 3.2.5 The EMD will be forfeited if the accepted tender is withdrawn. If only a part of the work included in the tender had been awarded to the tenderer, proportionate amount of EMD will be retained.

3.3 SECURITY DEPOSIT (SD):

- 3.3.1 Upon acceptance of his tender bid, the successful tenderer must deposit Security Deposit within the time specified in the letter of intent. Security Deposit should be collected from the successful tenderer.
Total amount of Security Deposit will be 5% of the contract value.
- 3.3.2 EMD of the successful tenderer shall be converted and adjusted towards the required amount of SD.
- 3.3.3 If the work is awarded, the agency has to pay 50% of SD in advance on contract value before commencement of work after adjusting of EMD amount.
- 3.3.4 Security Deposit may be furnished in any one of the following forms.
- i) Cash (as permissible under the Income Tax Act)
 - ii) Local cheques of scheduled banks (subject to realization)/ Pay Order/ Demand Draft in favour of BHEL.
 - iii) Bank Guarantee from scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee should be in BHEL approved format.
 - iv) Fixed Deposit Receipt issued by scheduled Banks/ Public Financial Institutions as defined in the companies Act. The FDR should be in the name of the Contractor, a/c BHEL, duly discharged on the back.
 - v) Securities available from India Post such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
 - vi) Security Deposit can also be recovered at the rate 10% from the running bills. However, in such cases at least 50% of the Security Deposit, including the EMD, should be deposited before start of the work and the balance 50% will be recovered from the running bills.

Note: Acceptance of Security Deposit against Sl. No. (iv) and (v) above will be adjusted to hypothecation or endorsement on the documents in favour of BHEL. However, 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.

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3.3.5 Failure by the successful tenderer/bidder to deposit the security deposit amount as mentioned above within the stipulated time, which will include any extension that may be granted by the authorities, will render his earnest money deposit liable to forfeiture and his tender shall be consider as withdrawn. Security Deposit shall not be refundable to the contractor except in accordance with the terms of the contract.

3.3.6 The Security Deposit will be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract i.e., along with the final bill or after completion of maintenance period for the work, whichever will be later, subject to the condition that nothing is outstanding against the Contractor.

3.4 STATUTORY REQUIREMENTS:

3.4.1 While quoting the rate, the tenderers are advised to take note of minimum wages / BHEL Fair Wages / Central Govt., / State Govt., (whichever is higher) payable to workmen.

3.4.2 The tenderer will be required to comply with all the statutory provisions such as Bonus (% as prevailing in BHEL R.C.Puram), PF, EDLI, ESI, Gratuity etc. (as per prevailing %), GST and other applicable taxes, BHEL Fair Wages prevailing at the time of payment or arrears thereof, declared Holidays, leave, AP Labour Welfare Fund etc. The contractor shall submit the documentary evidence of payment on account of submission of statutory payments made to the concerned agencies every month and same may be submitted for clearance of bill.

3.4.3 The tenderer shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, ESI Act 1948, Employees Provident Fund and Miscellaneous Provisions Act 1952, Minimum Wages Act 1948, Payment of Gratuity Act 1972, Industrial Disputes Act, 1947, Payment of Bonus Act 1965, Employers Liability Act 1938, Inter State Migrants Workmen (Regulation of employment and conditions of Service) Act 1979 AP Labour Welfare Fund Act, and or any other Laws and Rules that may be applicable from time to time to the workers engaged by him. The tenderer, when required by the Company shall produce the registers and records for verification and comply with other directions issued by the company for compliance of the statutory provisions.

3.4.4 The tenderer shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the Tenderer or his representative.

3.4.5 The tenderer shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order to enable scrutiny by the Company whenever required.

3.4.6 The tenderer shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the Tenderer in making such payment, and payment of his bill will be deferred despite other legal action.

3.4.7 Each tenderer will be required to maintain the daily attendance of his labours in the prescribed Pro-forma for accounting payment of wages, deduction towards ESI & PF Contributions, payment of Bonus, leave etc.

3.4.8 The tenderer will have to follow the provisions of Payment of Bonus Act 1965 and Rules 1975, and is liable to pay Bonus to his workers. Minimum prescribed bonus at present is 20% of annual wages subject to a maximum wage ceiling of Rs.3500/= per month. However, the quantum of Bonus payable by the tenderer to his workmen will be as a part III of price bid format.

3.4.9 The tenderer will have to extend paid National Holidays and Festival Holidays to their workmen as per BHEL R.C.Puram direction or as per the provisions of the relevant Act and the Rules thereof. However, if due to exigencies of work the contractor engages his workmen on National Holidays or Festival Holidays contractor shall pay additional wages as prescribed under the provisions of the Act.

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3.5 MANPOWER:

- 3.5.1 The Contractor shall provide the required manpower for executing the contracted work. The contractor shall not engage a person who is less than 18 years of age.
- 3.5.2 The contractor shall be responsible for safety of his workers while they are engaged for work connected with the contract. The Contractor shall be responsible for the appropriate usage of the Uniform and PPE's by their workmen.
- 3.5.3 The contractor, as the employer of his workmen, shall manage them. In the event of any dispute arising between the Tenderer and his employees, the Tenderer alone is solely responsible for resolving the dispute between them and BHEL will in no way be responsible for settling the dispute either statutory or otherwise.
- 3.5.4 The contractor will be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The contractor or his representatives shall be available in the factory to control and supervise his workers and take down instructions from the designated officials of BHEL. The cost of deployment of Supervisor has to be borne by the Contractor.
- 3.5.5 The contractor shall have full control over his workmen w.r.t determining service conditions, discharge, dismiss, or otherwise terminate their services at any time. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
- 3.5.6 The contractor shall employ only such personnel who are medically fit. The company has right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.
- 3.5.7 The contractor shall employ only such personnel who have not been found unfit for employment in Organizations such as Central/State/Public Undertakings by the Police authorities. Persons against whom criminal cases are pending or under investigation and persons found guilty of offences involving moral turpitude shall not be engaged for executing work.
- 3.5.8 The Contractor shall comply with all the operational rules and regulations, including safety and security rules framed by the company from time to time wherein the Contractor or his workmen happen to be operating / working. In the event of any of the workmen of the contractor violating any of the said rules and regulations, the Contractor would be required to remove forthwith such workmen from the company's premises.
- 3.5.9 Out of total manpower to be deployed the Contractor shall to the extent possible to deploy 15% scheduled castes and 7.5% of scheduled tribe community.

3.5 (A) SAFETY:

- (i) All safety equipment such as safety belts, helmets & other equipment (as required for this work) are to be positioned by the contractor & used as per requirement.
- (ii) Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the contractor's risk & cost.
- (iii) Violation of applicable safety, health & environment related norms, a penalty of ₹5,000.00(Rupees Five thousand) per occasion shall be imposed.
- (iv) Violation as above resulting in any physical injury a penalty of 0.5% of the contract value shall be imposed (maximum of ₹20,000.00) per injury in addition to ₹5,000.00 as mentioned above.
- (v) In case of fatal accidents, a penalty of 1% of the contract value (maximum of ₹10,00,000.00 (Rupees Ten lakhs) per fatality in addition to ₹5,000.00 as mentioned above.

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3.6 PERIOD OF CONTRACT

- (i) The contract period shall be **4 months** from the date of commencement.
- (ii) Subject to satisfactory execution and based on mutual acceptance between BHEL & the contractor, the contract may be extended with the same rates, terms & conditions.
- (iii) BHEL is at liberty to terminate the Agreement by giving 30 days' notice in writing.

3.7 FAILURE TO COMPLY WITH CONTRACT

- (i) Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract due to any failure on the part of the Tenderer in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Tenderer shall be final and binding on the tenderer.
- (ii) In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from contractor's end directly or indirectly, the cost of its repairs or replacement will be recovered from the contractor. If there is any work stoppage in any area of the Plant due to the fault of the contractor, the contractor is liable to compensate the same.
- (iii) In the event of any failure on the part of the tenderer, BHEL shall have the right without prejudice to any other right or remedies, to get the work done through any other agency and the Tenderer shall be liable to compensate BHEL for any losses on this account. The additional cost, loss, if any incurred by BHEL will be recovered from the bills, security deposits, other dues, directly from the Tenderer or by initiating appropriate legal action.

3.8 PAYMENT TO THE CONTRACTOR

- (i) Normally, the periodicity of payment to the contractor shall be on a calendar month basis. The Contractor shall raise the bill for payment as per the contractual terms & conditions mentioned in the contract, which should be duly certified by the BHEL official in charge of the contracted work.

In certain cases, due to direct association of work with customer project, payment is made after completion of work. In such cases same will be specified in the NIT/enquiry and the agreement entered into post award of job.

The Contractor shall raise the bill for payment as per the contractual terms and conditions mentioned in the contract, duly supported by attendance sheet for all the contract labours capturing therein for each of the Contract labour total time engaged during each day on the job and the same to be duly certified by the BHEL official in charge of the contracted work.

Contract is to be expressed both in terms of required categories of labour and number of labours against each category to ensure that the contractor discharges all the contractual and statutory obligations in respect of labours engaged on the job. At the same time required output in terms of units, tonnage etc. is also to be stated to correlate achieved output vis-à-vis desired output.

Following conditions shall be adhered strict during the contract period:

- a. In case there is fall in the achieved output vis-à-vis desired output, contractor is to be warned in two spells.
 - b. If the unsatisfactory performance repeats, contract is liable to be short closed.
- (ii) The Contractor shall initially pay the wages, and other statutory payments etc., with in the specified time, related to his workmen and then claim bills from BHEL. The contractors would be required to submit their Claims along with the proof of payment of wages, PF, ESI etc., to the respective Departments. The claims will be scrutinized and certified for payment by the respective department and forwarded to Accounts Department for effecting payment.

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- (iii) The Contractor shall provide two pairs of Uniform to each of his workmen along with stitching charges and catering cap as specified by BHEL. The Contractor is required to submit their claims along with proof of expenditure incurred and acknowledgement from his workmen for providing uniform, subject, however, the maximum reimbursement of claim amount will not exceed a total amount of Rs.1000/- (including all) for two pairs of Uniform to each workmen. BHEL will not entertain any additional / excess claims than the ceiling limit provided herein and contractor agrees to accept the same.
- (iv) The contractor shall pay bonus to all his workmen as per the applicable provisions of the payment of Bonus Act, 1965 and its rules for contract period and also as per the instructions / guidelines of BHEL regarding payment of Bonus (at present 20%). In this connection, the Contractor shall submit actual Bonus payable statement for the relevant period before submission of final bill. BHEL shall release actual bonus payable amount after verification of necessary documents such as attendance & wage registers.
- (v) The contractor shall provide Personal Protective Equipment including one pair per year safety shoe of standard specified by BHEL safety department and two pair of socks to all his workmen during the contract period. The contractor is required to submit their claims with proof of expenditure incurred in providing Personal Protective Equipment to his workmen, subject, however, the maximum reimbursement of claim amount will not exceed a total amount of Rs. 800/- for Personal Protective Equipment to each workman for the whole contract period. BHEL will not entertain any additional / excess claims than the ceiling limit provided herein unless the contractor offers such additional / excess claims in the Price Bid and BHEL accepts to the same.
- (vi) **IMPLEMENTATION OF PRICE VARIATION CLAUSE:-** (Not applicable for this contract)

~~Any increase in consolidated wages of BHEL R.C.Puram or increase in Variable Dearness Allowance by appropriate government to the eligible workmen of contractors, will be reimbursed by BHEL R.C.Puram to the contractor to that extent of increase on production of proof of payment to the workmen by the Contractor duly verified by the Contract Executing Officer, HR/IR and Finance. In case of decrease in the Variable Dearness Allowance by the Appropriate Government, the same will be deducted from the running bills of the Contractor to that extent. (Note: Increase is admissible on the variable components such as wages, Dearness Allowance, PF, ESI, and leave wage etc., which will be notified by the HR/IR from time to time).~~

3.9 SUB-CONTRACTING

The contractor shall not sub-contract or transfer or assign the contract in full or any part thereof to any other person or firm or company without the previous express written approval of BHEL.

3.10 LAWS GOVERNING THE CONTRACT

- (i) The contract will be governed by the Laws of India for the time being in force and as amended or made from time to time.
- (ii) All disputes shall be settled in accordance with the Laws of India for the time being in force and as amended from time to time.
- (iii) All disputes arising out of or in relation to this contract or Agreement shall be settled by mutual discussions through Conciliation and in the event of failure of conciliation, such disputes shall be referred to Arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996.

3.11 LEGAL JURISDICTION:

In respect of all matters arising out of or pertaining to the contract, the cause of action thereof shall be deemed to have arisen only at R.C.Puram, Hyderabad, where BHEL - HPEP is situated. All legal proceedings pertaining to the above matters or dispute shall be instituted only in courts having territorial jurisdiction over the place where BHEL-HPEP is situated and no other court shall have the jurisdiction.

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3.12 BHEL FRAUD PREVENTION POLICY:

The bidder along with its associates/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

4.0 DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:

- 4.1 The duties, responsibilities and obligations of the contractor including statutory responsibilities mentioned in this document are indicative and not exhaustive. Contractors are required to confirm with the concerned authorities for proper and complete compliance.
- 4.2 The contractor will abide by the provisions of Child Labour (Prohibition & Regulation) Rules 1988. He should issue appropriate Appointment Letter to his Workmen.
- 4.3 The following documents / forms under Contract Labour (Regulation & Abolition) Act 1970 and relevant rules therein shall be maintained by the contractor:
- (i) A notice showing the wage period and date of disbursement of wages to be displayed at the place of work and a copy sent by the contractor to the HR Department (Rule 75).
 - (ii) A register of workmen Form XIII (Rule 75)
 - (iii) Employment card Form XIV (Rule 76)
 - (iv) Service Certificate Form XV (Rule 77)
 - (v) Muster Roll, Wage Register, Deductions Register, overtime Register Etc.
 - (vi) Half yearly return to be sent (In duplicate) by the contractor to the licensing officer. Form – XXIV (Rule 82 (I)) with a copy to HRM Department regularly.
 - (vii) All statutory registers and records shall be preserved in original for a period of Ten years and should be made available even after the contract is over for verification.
- 4.4 The contractor shall comply with the provisions of Contract Labour (R & A) Act 1970 including provisions relating to welfare and Health facilities as provided under the Contract Labour (R& A) Act 1970 and relevant rules.
- 4.5 All the Contractors shall submit the half yearly / yearly returns to Regional Labour Commissioner (Central), Hyderabad or appropriate authority as required under contract Labour (Regulation & Abolition) Act 1970 and forward a copy to HR Department.
- 4.6 BHEL, HPEP, R.C.PURAM – Hyderabad is a Notified Area under the provisions for ESI Act 1948. The contractor shall comply with the provisions of ESI Act, and will be responsible for any liability arising during the tenure of the work contract under the Act. The contractor should ensure ESI coverage and facilities to his workers (i.e. ESI code no. and ESI card etc.) as per ESI Scheme from ESI authorities including Medical Benefit etc. The contractor shall arrange for filing of family declaration forms in respect of their contract labours and deposit the same in ESI office for issue of Identity card by ESI authorities. The contractor may deduct required ESI contribution from the wages of their employees as per law and deposit the same (Employees share) along with his contribution to the ESI authorities.
- 4.7 Workmen insured under ESI Act only shall be deployed in contract work. For the Persons not covered under the provisions of ESI Act, the contractor shall take required insurance under Employees Compensation Act 1923 with medical benefit.
- 4.8 The tenderer shall submit bi-annual return in Form 6 along with monthly Challans to the appropriate authority under the provisions of Employee's State Insurance Act 1948, under intimation to HR Dept.
- 4.9 Notwithstanding anything contrary to this, in the event of accident, the contractor shall be required to submit accident / injury report to the concerned authorities with a copy of the same to the designated BHEL Executive immediately and ensure the compliance of the ESI Act and rules made therein.

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- 4.10 The tenderer shall submit the following returns to the appropriate authority under the provisions of Employee's Provident Fund and Misc. Provisions Act 1952, Employees' Pension Scheme 1995 under intimation to HR Dept.
- (i) Monthly return in Form 12 A along with form 5 & 10 (addition and deletion) and monthly Challan or any other form as modified by PF authorities.
 - (ii) Annual Return in Form 6A along with Form 3A. (till this procedure is discontinued by the PF authorities)
- 4.11 The Contractor shall maintain the following records as required under the Employees Provident Fund and Miscellaneous Provisions Act 1952, Employee's Pension Scheme 1995
- Declaration of Nomination, Form No.2 Para 33 and 61 (1).
 - Attendance.
 - Wage Register.
 - Any other documents / registers as required
- 4.12 The contractor shall regularly on or before prescribed date of every month pay the amount of contribution (employer's contribution as well as the employee's contribution) as per the Employee's Provident Fund and Miscellaneous Provisions Act 1952, Employees' Pension Scheme 1995 and Employee's State Insurance Act 1948
- (i) The contractor may recover from his workmen, the employee's contribution in accordance with the provisions of the said act and the Scheme but shall not recover the employer's contribution or the other charges from his employees in any manner.
 - (ii) The contractor shall submit along with monthly bills to BHEL, statement showing the recoveries of contributions in respect of employees employed by or through him along with the proof of Deposit of such contribution with the Concerned Authority and shall also furnish to BHEL such information, in the capacity of principal Employer, as required to be furnished under the provisions of the schemes under the Employees P.F. and Misc. Provisions Act 1952 and ESI Act, 1948 to the authorities under the said Acts.
 - (iii) The Contractor shall arrange for his own P.F. and ESI Code Number from the PF and ESI authorities respectively. The expenditure incurred by the contractor towards payment of the Employers Contribution and PF Administrative charges is already included in the estimated price of BHEL.
- 4.13 In case of revision of Wage/DA by appropriate Government or by BHEL after the award of work, BHEL will bear the difference of increase during the currency of the Contract. Any failure to comply with the statutory requirements on the part of contractor shall disqualify such contractor from all contracts awarded to him and his name shall be black-listed for further tenders/ contracts. In addition, the Contractor's security deposit shall be forfeited apart from consequential legal action against him.
- 4.14 The contractor shall maintain Form D as per Rule 5 of the Payment of Bonus Act, 1965. The contractor is further liable to pay bonus to his employees in accordance with the payment of Bonus Act 1965 (Max. 20%) on completion of contract and to keep all the records in Form C as per the said Act.
- 4.15 The contractor will be required to contribute towards gratuity payment of his employees (contract workers) required as per Payment of Gratuity Act. He will also be responsible to pay retrenchment compensation under the Act. In case of short closing of contract by either side, the Contractor shall settle all dues payable to workmen including Bonus on last working day.
- 4.16 In case the contractor employs women, he will discharge his obligation under law in respect of such women workers such as prohibition of engaging them during night hours, prohibition of employing them more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.

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- 4.17 The Wage period for the Workmen of Contractors engaged on long contracts shall be Calendar Month and the contractor shall be responsible for making payment of wages within 7 days of the closure of the wage month (on 07th day of the calendar month following the wage month) The disbursement shall be preponed to the 6th day, if the 7th day happens to be a holiday. The Contractor would be required to open an Account for Electronic Fund Transfer (EFT) of his Bills/Claims from BHEL as well as EFT of wages/OT/other payments of his workmen from his Bank Account to the Bank Accounts of his workmen so that risks associated with cash transactions can be avoided.
- 4.18 The Contractor shall be required to issue monthly Wage slips /OT Slips to their workmen. Further, the Contractors claims are to be accompanied by a Certificate from BHEL Official certifying that "the Wage /OT Slips for the previous month/current month have been issued by the contractor to all their workmen". Further, the contractor would be required to issue Annual PF Statement from the PF Authorities for all his workmen engaged in BHEL HPEP, R.C.PURAM, HYD -32 before submitting Claim for refund of Security Deposit for the respective years.
- 4.19 In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the Security deposit / other dues payable under the contract can be utilized by BHEL to discharge the liability of the contractor.
- 4.20 The workmen of the contractors shall wear uniform while attending duty in BHEL campus. The uniform shall be provided by Contractor to his workmen. The Contractor/his authorized representative shall ensure wearing of the Uniform by his workmen in the BHEL premises.
- 4.21 The liability for compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- 4.22 NATIONAL & FESTIVAL HOLIDAYS (as declared by BHEL): The contractor will give paid National Holidays and Festival Holidays to the workers as per Section 5 of National and Festival Holidays Act. However, if due to the exigency of work if any of his workmen is required to work on National Holiday or Festival Holiday, the contractor has to pay wages as per Section 5, sub section 2 and 3 of the said Act.
- 4.23 Besides the four national holidays i.e. 15th August, 26th January, 2nd October and 1st May (May Day) if Govt. declares any other day as a national holiday same will be treated as paid holiday for the purpose of this contract. Accordingly, the contractor shall be required to provide paid holiday to its workers for the same. If any of the contract worker works on such additional declared national holiday, he will be entitled to additional wage for the said day.
- 4.24 In addition to the above holidays mentioned at Clause 4.23, in the event the Central / State Government declares any other holiday/s and if such Holiday/s is/are applicable to BHEL, R.C.Puram, Hyderabad also, then the tenderer/contractor shall extend paid Holiday/s to his workmen. The tenderer shall take into account all such occasions while quoting in the tender.
- 4.25 GENERAL ELECTIONS: If the general elections are held for State Assembly / Parliament and Government declares a public holiday for exercising the franchise, the contractor shall give their workmen half day leave in "First" shift only. The contractor's workmen working in "Second" and "Night" shifts will be required to exercise their franchise during their own time.
- 4.26 The Contractor shall maintain the following Documents, Registers, Forms as required under the FACTORIES Act 1948 and Rules 1950 thereof
- | | |
|--------------------|---------------|
| (i) Leave Register | (Form No. 15) |
| (ii) Nomination | (Form No. 25) |
- 4.27 The contractor will extend leave with wage to his workers @ of one day for every 20 days work. To facilitate the proper execution of the Factories Act, these leaves shall be allowed during the same calendar year. The contractor will pay the un-availed portion of leave in cash along with monthly wages / at the end of Contract period.

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- 4.28 Contractor has to ensure that all his workmen are granted one day weekly off after every 48 hrs. of working. The workmen working for more than 48 hours in any week shall be paid wages twice the ordinary rate of wage in accordance with the provisions of Section 59 of the Factories Act, 1948 read with the A.P Factories Rules 1950.
- 4.29 The contractor shall follow safety rules and regulations as per provisions of Factories Act 1948, and Rules at his own expense and arrange for the safety provisions as appended to these conditions or rules framed by the government from time to time.
- 4.30 **REFUND OF SECURITY DEPOSIT:** The Security Deposit will be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract. Security Deposit of contractor will be refunded only after the expiry of the contract period and based on the certification of successful completion of the contract and payment of PF, ESI and applicable statutory dues by the concerned Officials / department and submission of an Undertaking from the contractor, that in case of Claims from any of the statutory authorities, the same would be indemnified by the Contractor.
- 4.31 The Contractor shall inform his GST Registration Number to BHEL. The contractor must comply to the Terms & Conditions w.r.t GST.
- 4.32 The Contractor shall inform his PAN to BHEL. Income tax as applicable will be deducted at source by BHEL from the bills of contractor.
- 4.33 All the Registers and Records, forms, Notices maintained under the relevant Acts and Rules should be produced on demand before the Inspector or any other authority under the Act, failing which the contract may be terminated without any notice.
- 4.34 Contractor shall be required to submit a list of his workers to be deployed for the works contract giving details regarding Name of contract worker, Fathers Name, permanent and Present Address, Date of Birth, Qualification, Caste-SC/ST/OBC, ESI No, PF No. and the family details.
- 4.35 The contractor shall abide by all the labour legislations and other laws including the provisions of Contract Labour (Regulation & Abolition) Act, 1970, the Factories Act, 1948, the Payment of Wages Act, 1936, the Minimum Wages Act, 1948, ESI Act, 1948, Employee Provident Fund Act, 1952, AP Labour Welfare Fund Act, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, and other relevant Acts applicable to his workmen under this Contract.
- 4.36 BHEL shall be indemnified against all losses, Claims, prosecutions etc. under any law.
- 4.37 The contractor shall promptly furnish all information and document required by BHEL authorities for the purpose of complying with the responsibilities of Occupier of the factory and shall render all the necessary assistance for the same.
- 4.38 The contractor will maintain proper discipline of his workmen and will ensure that his workers do not cause any loss or theft or damage to any company's property. The contractor will also be responsible for the good conduct of his workmen.
- 4.39 The contractor shall ensure and maintain uninterrupted progress of the work in accordance with instructions given to him on behalf of BHEL from time to time.
- 4.40 In case the contractor makes default in commencing the work within the time specified by BHEL without any reasonable cause, disputes any of the terms and conditions of the contract or refuses to execute the contract or any part thereof at any stage, the contract shall, without prejudice to any other right or remedies available to BHEL, be liable to be cancelled / terminated in part or in whole. In the event of such cancellation / termination of contract, the contractor shall be liable; to compensate BHEL for all losses incurred by BHEL including the loss suffered on account of having the work executed through any other contractor or department as may be convenient to BHEL, in accordance with the exigencies of the work. In case only a part of the contract is cancelled, the remaining portion of contract may be allowed be executed by the contractor.

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- 4.41 The Contractor will also submit the required documents and certificates as prescribed from time to time for the clearance and the payment of the Bill.
- 4.42 Whenever any sum of money is found to be recoverable from or payable by the contractor, the same will be deducted from any sum that may due or which at any time there after becomes due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not complete even after such deduction, the contractor shall pay the same or the balance thereof from the security deposit. The contractor shall immediately thereafter pay such further sums as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.
- 4.43 During the currency of contract, if the contractor is awarded any other job work contract in BHEL, the contractor will have to inform the designated BHEL official before accepting the other work.
- 4.44 In case of failure on the part of the contractor to execute the work awarded to him within the stipulated time, the sum equivalent to the EMD as per BHEL Works Policy shall be forfeited as per the Undertaking provided by tenderers, after a week's notice issued by the awarding officer and BHEL may in its discretion award the contract to any other party.
- 4.45 In case of any extra work executed by the contractor, the contractor will be paid on pro-rata basis.
- 4.46 All the Terms and Conditions as mentioned in Work Order will also form a part of the Agreement.
- 4.47 BHEL shall have the right to deduct any sum from the bill of the contractor for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract, Non-payment of wages or of deduction made from his or their wages which are not justified by the terms of the contract or non-observance of the said contract Labour regulations.
- 4.48 The contractor shall be responsible for observance of local laws, employment of personnel, payment of taxes etc. As far as possible, workers shall be engaged from the local areas in which the work is being executed.
- 4.49 The contractor shall be wholly responsible for the behaviour of the workmen at the work place and outside, in the BHEL premises.
- 4.50 The contractor shall be responsible for safe custody of BHEL's property like materials, tools etc., entrusted to him and if necessary arrange insurance at his own expense.
- 4.51 The contractor shall be responsible to make good and rectify at his own expense any defect, which may develop or may be noticed within the period of the contract.
- 4.52 BHEL shall be entitled to recover any payment made on behalf of the contractor under any law or otherwise.
- 4.53 BHEL Officer In-charge shall have the right to stop the work at any stage or at any time by giving the contractor seven days' notice in writing.
- 4.54 **ARBITRATION:** All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit/his nominee as per the extant rules of the Company read with the provisions of The Arbitration and Conciliation Act, 1996 and amendments thereto. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Hyderabad in India. The Award to be given by the Arbitrator/Arbitral Tribunal shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Sangareddy Courts.

SIGNATURE OF TENDERER

5.0 CONTRACT WORK DESCRIPTION:

Contract period	4 months from date of commencement.
Name of Work	Replacement of SPT (Single Pole Tumbler) Switch Boards in Township Quarters.

Sl. No.	Description of items	Unit	Qty.
(1)	(2)	(3)	(4)
1.	Supply & fixing of 8" x 10" size decolam board with wooden base on walls complete with required screws, washers, fasteners etc. including supply & fixing 5 nos. of 5/6 amps piano type switches and 2 nos. of 3 pin 5/6 amp socket outlet on each board, making internal connections with ISI marked, 1100V grade FR PVC insulated, single core copper conductor cable of 1.5 sq. mm and providing connectors for joints with existing wires followed by removing & refixing the existing fan regulators etc., with all material, labour and incidental charges in contractor scope; complete as directed by Engineer-in-charge.	Each Switch Board	1150
2.	Disconnecting and removing the existing SPT switch boards followed by removing the switches, and sockets from the boards, stacking and handing over to stores etc.; complete as directed by Engineer-in-charge.	Each Switch Board	1150

Recommended Makes of Items:

- a) Switches & Sockets - Anchor / Maru / Gold Medal / SSK / CPL
b) Copper Cables - Finolex / RR Kabel / L&T / Havells / Anchor / Polycab / HPL.

SIGNATURE OF TENDERER

Tender Notice No. **HY/TA/E/OT-02/2017-18**, dated : **16.09.2017****6-A) TECHNO-COMMERCIAL BID APPLICATION**

To,

Bharat Heavy Electricals Limited
H.P.E.P., R.C.PURAM,
HYDEDRABAD – 32.

Dear Sir,

I / We hereby offer to carry out the work '**Replacement of SPT (Single Pole Tumbler) Switch Boards in Township Quarters**' against Tender Enquiry No. HY/TA/E/OT-02/2017-18, dated 16.09.2017.

I / We have carefully perused the following documents connected with the above mentioned work and agree to abide with the same.

- | | | |
|---|---|------------|
| <ol style="list-style-type: none"> 1. Notice Inviting Tender 2. Bid Application 3. Bid Questionnaire-A 4. Bid Questionnaire-B 5. Declaration by Tenderer 6. Instructions to tenderer 7. General terms and conditions 8. Specific terms and conditions 9. Evaluation of price bid 10. Scope of Work & Schedule-A | } | (Part – A) |
| <ol style="list-style-type: none"> 11. Price Bid Format | } | (Part – B) |

I / We further agree to execute all the works referred to in the said documents as per the General terms and conditions.

I am / We are in possession of independent PF/ESI Code.

I/We undertake to obtain applicable the PF/ESI coverage of all our workmen to be deployed for the above work and also agree for recovery of appropriate PF/ESI contribution from wages/bills.

Strike out which is not applicable

Signature of Tenderer with stamp

SIGNATURE OF TENDERER

Tender Notice No. **HY/TA/E/OT-02/2017-18**, dated : **16.09.2017****PART - A****TECHNICAL BID - I**Tender Enquiry No. : **HY/TA/E/OT-02/2017-18**, dated **16.09.2017****Details of the Contractor:**

- a) Name and address of the Firm:
- b) Name and address of the proprietor:
- c) Is any contract being operated under the control of the tenderer in BHEL? (Yes / No)
(If yes furnish the details below):

	<u>Location/ Address</u>	<u>Value</u>	<u>Date of Completion</u>
1.			
2.			
3.			
4.			

- d) Is any relative of tenderer employed in BHEL? (Yes / No)
(If yes, furnish the details below):

<u>Name</u>	<u>Staff no.</u>	<u>Location / Area</u>

Signature of the Tenderer with stamp

Date:

SIGNATURE OF TENDERER

TECHNICAL BID – II (to be filled by tenderer)

1.	Name of the Contractor / Firm	:	
2.	a. Address ----->	:	
	b. Contact No(s).	:	
	c. Valid E-mail ID	:	
3.	Particulars for EMD & Tender Cost (refer clause 3.2 of this NIT)		
	a. Details of Demand Draft / Banker's Cheque / NEFT for EMD	:	
	b. Details of Demand Draft / Banker's Cheque / NEFT for Tender Cost	:	
4.	Work Experience (as per pre-qualification criteria to be enclosed)	:	YES / NO
5.	Financial turnover for preceding three years duly certified by qualified chartered accountant.	:	YES / NO
6.	ESI Code No. (copy of ESI code allotment letter from ESI authority to be enclosed)	:	YES / NO Registration No. :
7.	P.F. Code No. (copy of PF code allotment letter from EPF authority to be enclosed)	:	YES / NO Registration No. :
8.	PAN No. (copy of registration / applied proof with proper acknowledgement to be enclosed)	:	YES / NO Registration No. :
9.	GST No. (copy of registration / applied proof with proper acknowledgement to be enclosed)	:	YES / NO Registration No. :
10.	Electrical License (Grade-A / Grade-B)	:	YES / NO License valid up to : ____/____/____
11.	Have you quoted rates for all the activities as indicated in the price bid?	:	YES / NO
12.	National Electronic Fund Transfer (NEFT) form duly filled to be submitted if <u>new tenderer</u> to BHEL	:	Enclosed <input type="checkbox"/> / Not Enclosed <input type="checkbox"/>

- Note:
- Self-attested photocopy** wherever applicable should be attached in support of above.
 - Please note that non-submission / 'not available' / 'NO' for any/all of the sl. nos. 4 to 10, will lead to rejection of the bid.

Date:

SIGNATURE OF TENDERER

6-B) SPECIAL TERMS & CONDITIONS OF CONTRACT

- i. The quantity of raw materials drawn, if any from the Stores and balance unused should be accounted and returned to the Stores.
- ii. Ensure cleanliness of the preparation area/work spot before and after the work on daily basis.
- iii. The quantity will be counted, measured and weighed and certified by the authorized persons.
- iv. The quantity may slightly vary depending on the requirement which will be informed in advance by BHEL.
- v. The payment will be as per actual quantity prepared, executed and accounted.
- vi. In case of delay of payment of wages to the contract labour by the contractor, for more than a week, the contract executing officer will initiate action for payment of wages directly from BHEL side and recover the same from the payments due to the contractor along with penalty as decided by the respective product head. In case, the contractor default/fail to pay wages to the contract labour repeatedly (more than once) the contract executing officer shall take action for payment of wages directly by BHEL and contract may be short closed despite blacklisting/banning the said contractor from participating in the future bidding/tendering in BHEL.
- vii. Experience Certificate: On completion of contract, the contractor will be issued an experience certificate on the total performance of the contractor such as technical competency, implementation of statutory provisions in time, such as payment of wages to the worker, payment of PF contribution, Payment of ESI contribution, Payment of bonus, issue of PPE, uniform cloth, safety shoe etc. based on which the contractor's future bid if any in BHEL will be evaluated.

6-C) EVALUATION OF PRICE BID

- i. A single rate must be quoted for each category mentioned in the Price Bid Proforma as the job would be awarded to one or more successful tenderer.
- ii. Evaluation of the L-1 offer shall be computed on overall lowest cost to BHEL basis. (Grand Total Price for all the items indicated above minus tax credit, if, any)
- iii. In the event of two or more tenderers becoming L1, the said tenderers would be called for negotiation and will be instructed to submit fresh price bid offers. Further, in the event of two or more tenderers becoming L1, the selection of the tenderer for the purpose of awarding contract will be on the basis of LOTTERY to be held in presence of representatives of L1 tenderers.
- iv. Contractor shall take total care to educate himself to know the prevailing wages payable to contract labour in BHEL R.C.Puram and quote rates taking into account all aspects of contract.

SIGNATURE OF TENDERER

6-D) PROFORMA FOR PRICE BID

Sl. No.	Description	Unit	Qty.	Rate	Amount
1	Work item description ... 1	##	P	A	P x A
2	Work item description ... 2	##	Q	B	Q x B
				TOTAL	(P x A) + (Q x B)

The tenderers are required to quote their tender value on %age basis at excess or less or on par with estimated value.

Tender %	In words	Figures
Excess	*****	***
Less	*****	***
On par with Estimate	*****	***

7.0



NO SPECIAL CONDITIONS

SIGNATURE OF TENDERER

8.0 DECLARATION BY TENDERER

I,, aged Yrs.,

S/o,

residing at

Hereby declare as follows:

- (i) That my nationality is _____.
- (ii) That I am a major and eligible to enter into contract / my firm / my company is competent to enter into an agreement.
- (iii) I shall employ only such personnel who have not been found unfit for employment in Organizations such as Central / state / Public undertaking by the Police Authorities.
- (iv) I shall not employ persons against whom Criminal cases are pending or under investigation.
- (v) I shall also not employ persons found guilty of offences involving moral turpitude for executing work in BHEL contracts.
- (vi) That there are no Criminal cases pending or under investigation against me or my firm or company.
- (vii) I have not been found guilty of offences involving moral turpitude nor any of the company directors / partners of my firm have been found guilty of offences involving moral turpitude.
- (viii) Neither I nor my firm nor my company has been declared insolvent in the past.
- (ix) I have taken due care and efforts to furnish only information which are true in the tender document.
- (x) I shall employ labours who are more than 18 years of age and having sound physical and mental health.
- (xi) I shall keep Photograph / identity proof / residential proof of the labourers to be employed against this tender and arrange for police verification.

[Signature with Name & seal of the Tenderer]

Date :
Place :

Annexure-A**[New Vendors to furnish this mandate on their Letter Head.]**

To,

Dy. Manager/Finance - Cash Management
 Bharat Heavy Electricals Limited
 Ramachandrapuram
 Hyderabad – 502 032.

Dear Sir,

Sub: **Details for National Electronic Fund Transfer (NEFT) – Reg.**

We request and authorize you to effect payment through NEFT to our Bank Account, subject to RBI Guidelines as per the details given below.

- A. Sup code (As per PO/SCO) :
 (if available)
- B. Beneficiary (Name as per PO/SCO) :
- C. PAN of Beneficiary :
- D. TIN of Beneficiary :
- E. E-mail address of Beneficiary :
- F. City (of Beneficiary) :
- G. Bank Name :
- H. Branch (of Bank) :
- I. A/c Number :
- J. A/c type (Saving or Current) :
- K. MICR Code of the branch (*9 digit*) :
- L. IFSC for NEFT (*11 char.*) :
- M. IFSC for RTGS (*if different from L*) :

Thanking you,

Signature (With Seal)

Name :

Address :

This is certified that the particulars furnished above are correct as per our records.

Date:-

(Signature of authorized official of bank)
 With Bank Stamp

SIGNATURE OF TENDERER

Annexure-B**TENDERER'S AND CONTRACTOR'S CERTIFICATE**

1. I hereby declare that I have perused in detail and examined closely the CPWD / Andhra Pradesh Standard Specifications and its addenda volume and also BHEL General Conditions of contract. I agree to be bound by and comply with all specifications contained in Andhra Pradesh Standard Specification and General Conditions of contract, for the various items of works specified in the Schedule "A" and the work as a whole.
2. I hereby declare that I shall pay the statutory minimum wages to my workers as applicable from time to time. I shall also adhere to all the statutory obligations under Contract Labour (Regulation and Abolition) Act 1971 and Rules framed there under with subsequent revisions if any.
3. Daily Wage Rate:
 - i) The daily wage rate of labour w.e.f 01.10.2016 is as follows:

Unskilled Worker	-	Rs. 500.80 / per day	}	inclusive of weekly off
Semi-Skilled Worker	-	Rs. 553.15 / per day		
Skilled Worker	-	Rs. 604.96 / per day		
 - ii) Leaves and Holidays

The work force is entitled for holidays which are applicable to BHEL and 1-day leave for every 20 days of working.
 - iii) P F and E S I contributions wages

The PF & ESI @ 12% and 1.75% respectively should be contributed by the contractor on above daily wages and payment of Minimum Bonus under the Bonus Act 1965. It is once again reiterated that all the contractors shall also provide Uniform, Safety Shoes and other Personal Protective Equipment (PPEs) as required to their workforce and maintain all registers and records up to date.
4. The contractors are advised to quote the rates considering the above statutory payments and also future increase in wage rate to contract work force. BHEL will not pay any escalation charges in minimum wages during the contract period.

- - -

SIGNATURE OF TENDERER

ANNEXURE-C**NON PAYMENT / DELAY / SHORT PAYMENT OF WAGES**

Obligation of Principal Employer under Payment of Wages Act 1936 / Contract Labour (R&A) Act 1971 and Rules made thereof:

1. As a Principal Employer it is our bound duty to ensure that wages are paid to all the contract labours engaged by various contractors in BHEL R.C.Puram Unit as specified below:
2. As per BHEL guidelines all the **contractors are required to pay wages** to all their contract labour on or **before 7th of every month** in case of monthly wage period and every Saturday in case of weekly payments.
3. Any delay in this regards attracts penalty under Payment of Wages Act 1936 as well as under the provisions of Contract Labour (R&A) Act 1970. In such cases it is the responsibility of the Principal Employer to pay the wages to the contract labour and recover the same from the dues payable by BHEL to the contractors. In case of such violation of above provisions i.e., delay in payment by the contractor the Contract Executing Officer shall take following action immediately:
 - a. In case of delay or non-payment of wages by the contractor by designated date/day, the contract executing officer shall issue a letter seeking explanation for non-payment of wages and instruct the contractor to arrange payment immediately not later than a week.
 - b. In case the contractor not acted on the said letter, the contract executing officer shall take immediate action to initiate a note for drawing advance to the extent of the dues payable to the contract labours by the contractor with the concurrence of Finance department and approval of General Manager/HOD, pay the wages directly to the affected labours through their respective Bank Account. The PF/ESI contribution into the respective authorities under the same contractor PF/ESI code. The amount so drawn shall be adjusted against the outstanding bills/payment/SD/EMD or any other payment due to the contractor by BHEL R.C.Puram Unit.
 - c. The Contract Executing officer shall take necessary action against the contractor to short close the contract and black list the contractor.

SIGNATURE OF TENDERER

ANNEXURE - D**SPECIAL CONDITIONS – SAFETY**

1. The following are a few safety measures suggested while carrying the work. However, all the items of work should be carried out in safe working manner taking all precautions.
2. Before any conductor or apparatus is handled, adequate precaution shall be taken, by earthing or other suitable means to discharge electrically such conductor or apparatus.
3. Person who is working on an electric supply line or apparatus shall be provided with tools, instruments such as line testers, multi-meter, tongue tester, megger and safety equipment such as gloves, rubber shoes, safety belts, ladders, earthing devices, helmets and the like for protecting him from mechanical or electrical injury.
4. No person shall work on the live circuit without the express orders of the supervisor. It shall be made sure that all safety precautions have been taken and the person is accompanied by a second person competent to render First Aid and Artificial Respiration.
5. The contractor shall keep a supervisor always at work site.
6. Power shut down shall be taken before commencement of the work wherever power cables are running.
7. Proper and necessary tools are to be used for carrying out all types of works.
8. The contractor is responsible for providing of necessary safety equipment such as helmets, gloves, rubber shoes, safety belts, ladders, earthing devices etc. to carry out the work safely.

SIGNATURE OF TENDERER