

भारत सरकार Government of India
परमाणु ऊर्जा विभाग Department of Atomic Energy
भारी पानी बोर्ड सुविधाएं, वडोदरा Heavy Water Board Facilities, Vadodara
डाक: फर्टिलाइजर नगर P.O: Fertilizer Nagar
वडोदरा Vadodara – 391750

Tender No.: [HWBF/V/PROD/2024-25/02/Na/01](#)

NAME OF WORK: Annual Contract for Piecemeal jobs on day-to-day basis in General shift & Round the clock shift in Sodium Plant of HWBF (Vadodara).

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भारी पानी बोर्ड सुविधाएं, वडोदरा Heavy Water Board Facilities, Vadodara
उत्पादन अनुभाग Production Section

ई-निविदा आमंत्रण Notice Inviting e-Tender

e-Tender Notice No. **HWBF/V/PROD/2024-25/02/Na/01**

भारत के राष्ट्रपति की ओर से दो चरण प्रणाली में ऑनलाइन मद दर निविदाओं परमाणु ऊर्जा विभाग के पात्र ठेकेदारों से ई-टेंडरिंग मोड और सीपीडब्ल्यूडी, एमईएस, रेलवे और की उचित सूची में से उन लोगों के माध्यम से इस तरह के परिमाण का पर्याप्त अनुभव और क्षमताओं समान निष्पादित करने के लिए (इसके बाद परिभाषित) महाप्रबंधक, भारी पानी बोर्ड सुविधाएँ (वडोदरा) द्वारा आमंत्रित कर रहे हैं।

Online item rate tenders in **TWO Stage system** are invited on behalf of the President of India by the General Manager, Heavy Water Board Facilities, Vadodara, through e-tendering mode from eligible contractors of DAE and those of appropriate list of CPWD, M.E.S., Railways, State PWD and contractors of repute having adequate experience and capabilities to execute similar works (as defined here after) of such magnitude.

1. काम का संक्षिप्त विवरण Brief Details of work	
1.1	<p>कार्य का नाम Name of work</p> <p style="text-align: center;">भारी पानी बोर्ड सुविधाएं, वडोदरा में सोडियम संयंत्र में सामान्य पारी और राउन्ड-द-क्लाक पारी के दिन प्रति दिन पीसमील काम के लिये वार्षिक ठेका। Annual Contract for Piecemeal jobs on day-to-day basis in General shift & Round the clock shift in Sodium Plant of HWBF (Vadodara)</p>
1.2	<p>अनुमानित लागत Estimated cost put to tender</p> <p>रु. 38,26,490/- (रूपये अड़तीस लाख छब्बीस हजार चार सौ नब्बे मात्र) (जी.एस. टी मिलाकर)। दस्तावेजी प्रमाण प्रस्तुत करने पर ईपीएफ/ईएसआईसी की प्रतिपूर्ति की जाएगी। Rs. 38,26,490/- (Rupees Thirty-Eight Lakh Twenty-Six Thousand Four Hundred Ninety only) (Inclusive of GST). EPF/ESIC will be reimbursed on production of documentary proof.</p>
1.3	<p>बयाना EMD</p> <p>रु. 76,530/- (रूपये छिहत्तर हजार पांच सौ तीस मात्र) का बयाना भुगतान एवं लेखा अधिकारी, भापाबोसु (वडोदरा) के पक्ष में किसी भी अनुसूचित बैंक द्वारा जारी क्रॉस्ड डीडी/बैंकर्स चेक/एफडीआर के रूप में (क) बयाना बैंक गारंटी के रूप में भी स्वीकार्य है। ऐसे मामलों में 50% बयाना या रु.20 लाख, जो भी कम हो, ऊपर दर्शाए गए प्रकार से जमा कराना होगा तथा शेष अनुसूचित बैंक द्वारा जारी बैंक गारंटी के रूप में स्वीकार किया जाएगा। (ख) चेक के रूप में बयाना स्वीकार्य नहीं है। (ग) बयाना डीडी/बीसी/एफडीआर/गारंटी निविदा खुलने की तिथि से न्यूनतम 60 दिन के लिए मान्य होगी। (घ) मान्य बयाना के बिना निविदा/प्रस्ताव सरसरी तौर पर अस्वीकृत होगा। Earnest Money Deposit of Rs. 76,530/- (Rupees Seventy-Six Thousand Five Hundred Thirty only) in the form of crossed DD/ Bankers Cheque/ FDR issued by a scheduled bank in favour of Pay & Accounts Officer, HWBF (Vadodara), (a) A part of earnest money is acceptable in the form of bank guarantee also. In such cases 50% of earnest money or Rs. 20 lakh whichever is less, will have to be deposited in shape prescribed above and balance can be accepted in form of bank Guarantee issued by a scheduled bank). (b) EMD in the form of Cheque will not be accepted. (c) The EMD DD/ BC/FDR/Guarantee shall be valid for minimum 60 days from date of opening of tender. (d) Tender/offer without valid EMD will be summarily rejected.</p>

1.4	कार्य समापन अवधि Completion period	कार्य निष्पादित करने के लिए दिया गया समय 12 (बारह) कैलेंडर माह The time allowed for carrying out the work will be 12 (Twelve) Calendar Months
1.5	प्रतिभूति जमा Security Deposit	कुल किए गए कार्य के 2.5% 2.5% of total work done.
1.6	निष्पादन गारंटी Performance Guarantee	निविदा मूल्य के 3% 3 % of tendered value.
1.7	निविदा दस्तावेज देखने के लिए उपलब्धता तारीख और निविदा आरेखण देखने व डाउनलोड की तारीख Dates of availability of Tender Documents for view and download including Tender Drawings if any.	www.eprocure.gov.in/eprocure/app वेबसाइट पर दिनांक 03.09.2024 (09:30 hrs) से 18.09.2024 (18:00 hrs) तक। विस्तृत एनआईटी www.hwb.gov.in वेबसाइट पर भी देखने के लिए उपलब्ध है। From 03.09.2024 (09:30 hrs) to 18.09.2024 (18:00 hrs) on website www.eprocure.gov.in/eprocure/app , Detailed NIT is also available on website www.hwb.gov.in for view only.
1.8	पूर्व-बोली वर्गीकरण Pre-bid clarification	पूर्व बोली पूछताछ के लिए ईमेल आईडी: Email ID for sending the pre-bid query: prod_record@brd.hwb.gov.in (on or before 19.09.2024)
1.9	निविदाओं के आनलाइन प्रस्तुत करने के लिए समापन के आखरी तारीख एवं समय Last date and time of closing of online submission of tenders:	23.09.2024 (18:00 hrs)
1.10	ठेकेदार का प्रत्यय-पत्र प्रस्तुत करने की अंतिम तारीख (पात्रता मापदंड के प्रमाण हेतु हार्ड प्रति अर्थात् सत्यापित प्रतियां तथा ईएमडी हेतु मूल डीडी/बीसी आदि, ई-भुगतान आदि की रसीद) Last date for submission of contractor credentials (hard copies i.e. attested copies of certificates for proof of eligibility criteria and Original DD/BC etc., towards EMD, copy of e-payment receipt etc.	दिनांक 30.09.2024 (14:00 hrs) तक या इसके पूर्व उप-उत्पादन प्रबंधक , भारी पानी बोर्ड सुविधाएँ (वडोदरा), गुजरात, पिन-391750 के कार्यालय में प्रस्तुत करें. Submit on or before 30.09.2024 (14:00 hrs) in the office of Dy. Production Manager, Heavy Water Board Facilities, Vadodara, at Fertilizer Nagar, Vadodara, Gujarat, PIN-391750.
1.11	तकनीकी बोली (भाग-ए) आनलाइन द्वारा खोलने की तारीख एवं समय Date and time of online opening of Technical Bid (Part A)	उप-उत्पादन प्रबंधक , भारी पानी बोर्ड सुविधाएँ (वडोदरा) के कार्यालय में 30.09.2024 को 15:00 बजे 30.09.2024 at 15:00 hrs in the office of Dy. Production Manager, Heavy Water Board Facilities, Vadodara.
1.12	योग्य बोलीदाताओं की वित्तीय बोली खोलने की तारीख (पार्ट बी) Date of opening of financial bids of qualified bidders (Part B)	बाद में अधिसूचित किया जाएगा Will be notified at a later date.
1.13	दोष दायित्व अवधि Defect liability period	06 (छह) माह 06 (Six) months
1.14	निविदा की वैधता Validity of Tender	निविदा जमा करने की अंतिम तिथि से 120 दिन 120 days from the last date of submission of tenders

2. निविदा में भाग लेने के लिए प्रारंभिक पात्रता मानदंड: निम्नलिखित आवश्यकताएं पूरी करने वाले ठेकेदार ही आवेदन करने के पात्र होंगे। **Initial Eligibility criteria for participation in tendering:** Contractors who fulfill the following requirements shall ONLY be eligible to apply.
- 2.1 इसी तरह की प्रकृति के निष्पादन में अनुभव होने का सबूत। बोलीदाताओं की भारत में एक पंजीकृत फर्म होना चाहिए। संयुक्त उद्यमों और या कन्शोरशियम स्वीकार्य नहीं हैं।
Proof of having experience in execution of similar nature of works. Bidders should be a registered firm in India. Joint ventures and or Consortiums are not acceptable.
- 2.2 इसी तरह के कार्यों में अनुभव **Experience in similar works:**
इच्छुक रखने वाले बोलीदाता को प्रदान की जाती है कि वह उपयुक्त प्राधिकारी, जो पिछले सात साल में नीचे निर्दिष्ट परिमाण के संतोषजनक ढंग से पूरा समान काम करता होने के सक्षम प्राधिकारी की संतुष्टि के लिए किया जाएगा, से निश्चित सबूत है बोली प्रस्तुत करने के लिए पात्र है। निविदा जमा करने की अंतिम तिथि के एक दिन पहले से सभी मामलों में पूरा किया जाएगा।
Intending bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below in last seven years. The similar works shall be completed in all respects by previous day of last date of submission of tender. Should have satisfactorily completed (based on certification of performance by client of the works)
- (a) एक ही प्रकृति का कार्य निष्पादन करने का औसत मान **₹. 30,61,192/-** से कम नहीं हो। One similar completed work of aggregate value not less than **Rs.30,61,192/- or**
- (b) दो प्रकार के समान कार्य निष्पादन करने में प्रत्येक का मान **₹. 22,95,894/-** से कम न हो। Two similar completed works, each value not less than **Rs. 22,95,894/- or**
- (c) तीन प्रकार के समान कार्य निष्पादन करने में प्रत्येक का मान **₹. 15,30,596/-** से कम न हो। Three similar completed works, each value not less than **Rs. 15,30,596/-**

इसी तरह के काम का मतलब: **रसायन एवं औद्योगिक गैस सिलिंडर रखरखाव कार्य**
Similar work means: **Chemicals & Industrial gas cylinders handling job**

काम के इस उद्देश्य लागत सरकार / ग्राहक द्वारा आपूर्ति माल की लागत, लेकिन लागत से मुक्त आपूर्ति की उन छोड़कर सहित पूरा काम के सकल मूल्य का मतलब होगा। यह कार्यकारी अभियंता/परियोजना प्रबंधक या समकक्ष के पद से ऊपर अधिकारी प्रमाणित किया जाना चाहिए।

For this purpose, cost of work shall mean gross value of the completed work including cost of material supplied by the Government/ Client but excluding those supplied free of cost. This should be certified by an officer not below the rank of Executive Engineer /Project Manager or equivalent with complete postal address, their mobile & phone numbers.

नोट Note:

- 1) निष्पादित कार्यों के मूल्य में प्रति वर्ष 7% की दर सरल, निविदाओं के लिए आवेदन प्राप्त करने की अंतिम तिथि की गणना पूरा होने की तारीख से कम से काम के वास्तविक मूल्य को बढ़ाने के द्वारा वर्तमान की लागत के स्तर तक लाया जाएगा। The value of executed works shall be brought to the current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from date of completion to the last date of receipt of applications for tenders.
- 2) काम के घटकों की लागत से कार्यान्वित, जबकि पात्रता के लिए समान काम के मूल्य पर पहुंचने से इसी तरह के काम की परिभाषा में वर्णित उन से अन्य कटौती की जाएगी। बोलीदाता इसके समर्थन में इसी प्रकार के घटकों की लागत की प्रमाणित सार प्रस्तुत करेगा। Cost of components of work executed other than those mentioned in definition of similar work shall be deducted while arriving at the value of similar work for eligibility. Bidder shall submit certified abstract of cost of similar components in support of this.

2.3 टर्नओवर Turnover:

बोलीदाता के पास पिछले लगातार 3 वित्तीय वर्षों के दौरान का कम से कम **₹.19,13,245/-** (रूपये उन्नीस लाख तेरह हजार दो सौ पैतालीस रुपये मात्र) का औसत वार्षिक वित्तीय टर्नओवर होना चाहिए। इसकी विधिवत लेखा परीक्षा एक पंजीकृत चार्टर्ड एकाउंटेंट द्वारा की जानी चाहिए और सीए की ओर से प्रमाणपत्र की स्कैन प्रति अपलोड की जानी चाहिए। जिस वर्ष में कोई कारोबार नहीं दिखाया जाता है, उस पर भी औसतन कार्य के लिए विचार किया जाएगा। Bidders should have average annual financial turnover of at least **Rs. 19,13,245/- (Rupees Nineteen Lakh Thirteen Thousand Two Hundred Fourty Five only)** during the immediate last 3 consecutive financial years. This should be duly audited by a registered Chartered Accountant and scanned copy of certificate from CA to be uploaded. Year in which no turnover is shown would also be considered for working out the average.

दिनांक **31.03.2024** को समाप्त अवधि के लिए 5 वर्षों के दौरान दो वर्षों में कोई भी प्रकार क्षति नहीं होना चाहिए। They should not have incurred any loss (profit after tax should be positive) in more than two years during last 5 years period ending with **31.03.2024**.

2.4 शोधन क्षमता: Solvency:

एक राष्ट्रीयकृत बैंक / अनुसूचित बैंक के बैंक शोधन क्षमता प्रमाणपत्र के लिए न्यूनतम **₹. 15,30,596/-** (रूपये पन्द्रह लाख तीस हजार पांच सौ छियानवे रुपये मात्र) और निविदा खोलने की तिथि से एक वर्ष से अधिक आयु नहीं होना चाहिए। किसी भी अनुसूचित बैंक द्वारा जारी किए गए प्रमाण पत्र की कॉपी अपलोड की गई और प्रस्तुत किया जाना आवश्यक है।

Intending bidder should have a Bank Solvency Certificate from a Nationalized Bank / Scheduled Bank for a minimum value of **Rs. 15,30,596/- (Rupees Fifteen Lakh Thirty Thousand Five Hundred Ninety-Six only)** and should not be older than one year from the date of opening of tender. A copy of the certificate should be uploaded and submitted along with the tender.

2.5 बोलीकर्ता के पास यह होना चाहिए The bidder should have the following

- (क) निर्माण संयंत्र और मशीनरी, उपकरण, सहायक उपकरण और अन्य बुनियादी सुविधाओं के निर्धारित समय में काम पूरा करने के लिए।
- (ख) आवश्यक तकनीकी स्टाफ।
- (ग) संबंधित विभागों द्वारा जारी किए गए प्रमाण पत्र मान्य
- (घ) निष्पादन प्रमाण पत्र
- (ङ) GST पंजीकरण प्रमाण पत्र
- (च) पैन (स्थायी खाता संख्या)
- (छ) ईपीएफ एव ईएसआईसी पंजीयन होना चाहिए।
- (ज) वार्षिक कारोबार प्रमाणपत्र
- (झ) चार्टर्ड एकाउंटेंट द्वारा विधिवत प्रमाणित लाभ और हानि विवरण
- (ञ) पिछले 3 साल के इंकम टेक्स रिटर्न और 26 एएस फॉर्म की प्रतियां और आईटी अधिनियम की धारा 206 एबी के अनुसार वचनबद्धता।
- (a) Construction plant & Machinery, equipments, accessories & other infrastructure facilities to complete the work in scheduled time.
- (b) Required Technical staff.
- (c) Valid certificates issued by concerned departments
- (d) Performance Certificates
- (e) GST registration certificate
- (f) PAN (Permanent Account Number)
- (g) EPF & ESIC Registration
- (h) Annual Turnover Certificate for last three years
- (i) Profit & Loss Statement duly certified by C.A.
- (j) Copy of of IT Returns and Form 26AS for the immediate preceding 3 years and Undertaking pursuant to section 206 AB of IT act

2.6 पात्र बनने के लिए, बोलीदाताओं के तहत के रूप में एक शपथ पत्र प्रस्तुत करना होगा

To become eligible, the bidders shall have to furnish an affidavit as under: -

मैं / हम अंडरटेक एवं पुष्टि करते हैं कि पात्र समान काम करता है (हैं) / की गई वापस आधार पर वापस करने के लिए एक और ठेकेदार के माध्यम से क्रियान्वित नहीं मिला है। इसके अलावा अगर इस तरह के उल्लंघन विभाग के ध्यान में आता है, तो मैं / हम भविष्य में परमाणु ऊर्जा विभाग में बोली लगाने के लिए हमेशा के लिए वंचित किया जाएगा। इसके अलावा, अगर इस तरह के उल्लंघन काम की शुरुआत की तारीख से पहले विभाग के ध्यान में आता है, इंजीनियर-इन-चार्ज बयाना जमा/निष्पादन गारंटी की पूरी राशि अर्थदंड करने के लिए स्वतंत्र होगा। (स्कैन प्रतिलिपि बोली प्रस्तुत करने के समय पर अपलोड किया जा सकता है)।

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in DAE in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee. (Scanned copy to be uploaded at the time of submission of bid).

3. ई-टेंडरिंग: बोलीदाताओं के लिए निर्देश e-Tendering: Instructions for Bidders

3.1 निविदा दस्तावेज वेबसाइट पर उपलब्ध Tender document available on web site :

योजनाओं, विनिर्देशों, निष्पादित किए जाने वाले विभिन्न प्रकार की मदों की मात्राओं की अनुसूची सहित निविदा दस्तावेजों तथा ठेके की नियम एवं शर्तों के सेट के अनुपालन के साथ अन्य आवश्यक दस्तावेजों को वेबसाइट <https://eprocure.gov.in/eprocure/app> अथवा www.hwb.gov.in (केवल एनआईटी) से निःशुल्क देखा तथा डाउनलोड किया जा सकता है।

The tender document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://eprocure.gov.in/eprocure/app> or www.hwb.gov.in (NIT only) at free of cost.

ई-पोर्टल e-Portal

a) भापाबो / परमाणु ऊर्जा विभाग में ई-टेंडरिंग के लिए के लिए सेवाएं मेसर्स सेंट्रल पब्लिक प्रोक्योरमेंट पोर्टल द्वारा प्रदान की जाती हैं सहायता डेस्क दूरभाष सं: 0120-4001002, 0120-4001005, 0120-6277787, ई-मेल: support-eproc@nic.in वेबसाइट <https://eprocure.gov.in/eprocure/app> है।

The service for e-tendering in HWB/DAE is provided by M/s Central Public Procurement Portal, Ph No: 0120-4001002, 0120-4001005, 0120-6277787, e-mail: support-eproc@nic.in and the website <https://eprocure.gov.in/eprocure/app>

b) पंजीकृत ठेकेदार अपेक्षित शुल्क के भुगतान के बाद ही निविदाएं खरीद/डाउनलोड तथा भेज/अपलोड कर सकते हैं। जो ठेकेदार ऊपर उल्लेखित वेब साइट पर पंजीकृत नहीं है, पऊवि के साथ ई-टेंडरिंग हेतु पहले पंजीनय कराना आवश्यक है।

Registered contractors can only purchase/download & submit/upload tenders after paying requisite fees. Those contractors not registered on the web site mentioned above, are required to get registered beforehand for e-tendering with DAE.

c) वेबसाइट <https://eprocure.gov.in/eprocure/app> पर एक्सेस करने के लिए आवेदकों को यूजर आईडी और पासवर्ड रखना अनिवार्य है। It is mandatory for the applicants to have user ID & password to get access to the website <https://eprocure.gov.in/eprocure/app>.

- d) ई-टेंडरिंग में भाग लेने के लिए सभी आवेदकों को किसी भी लाइसेंस प्रमाणन एजेंसी से क्लास -3 डिजिटल हस्ताक्षर प्रमाण पत्र प्राप्त करना अनिवार्य है। It is mandatory for all the applicants to have **Class-III digital signature certificate** from any of the licensed Certifying Agency to participate in e-tendering
- e) आवेदकों को यूजर आईडी और पासवर्ड के लिए सेवा प्रदाता, मेसर्स सेंट्रल पब्लिक प्रोक्योरमेंट पोर्टल के साथ अपनी फर्म / कंपनी को पंजीकृत करवाना होगा। पंजीकरण सेंट्रल पब्लिक प्रोक्योरमेंट पोर्टल को वार्षिक पंजीकरण शुल्क का भुगतान करके और उपरोक्त वेबसाइट में उल्लिखित अन्य औपचारिकताओं को पूरा करके किया जाएगा। सहायता/स्पष्टीकरण के लिए कृपया संपर्क करें - श्री भूषण बोरसे मोबाइल [7276665878](tel:7276665878) ई मेल bhushanborse2411@gmail.com अथवा श्री मयूर जाधव मोबाइल [9404212555](tel:9404212555) ई मेल mayuri642@gmail.com अथवा सहायता डेस्क [022-25487480](tel:022-25487480).
- The applicants have to get registered their firm / company with the service provider, M/s Central Public Procurement Portal, for user ID & password. The registration shall be done by paying an annual registration fees to M/s Central Public Procurement Portal and completing other formalities as mentioned in the above website. For assistance/ clarifications please contact mobile no. [7276665878](tel:7276665878), Shri Bhushan Borse e-mail: bhushanborse2411@gmail.com, or mobile no. [9404212555](tel:9404212555) Shri Mayur Jadhav mayuri642@gmail.com Help Desk – [022-25487480](tel:022-25487480).
- f) ऐसे आवेदक, जिन्होंने पहले ही भापाबो / परमाणु ऊर्जा विभाग के किसी भी अन्य परियोजना के लिए मेसर्स सेंट्रल पब्लिक प्रोक्योरमेंट पोर्टल से वैध यूजर आईडी और पासवर्ड प्राप्त कर लिया है, उन्हें वर्तमान निविदा में भाग लेने के लिए नए सिरे से यूजर आईडी और पासवर्ड प्राप्त करने की आवश्यकता नहीं है। The applicants, who have already obtained such valid user ID and password from M/s Central Public Procurement Portal, for any other project of HWB/DAE, need not obtain fresh user ID and password for the purpose of participation in the present tender.

3.2 निविदा दस्तावेज दो हिस्सों में तैयार किया जाता है। Tender document is prepared in two parts.

भाग-ए (तकनीकी वाणिज्यिक बोली) Part 'A' (Techno commercial Bid) consists of

- I – ई-निविदा आमंत्रण सूचना Notice Inviting e-Tender,
- II – करार का फार्म, ज्ञापन, मुख्य शासी सुविधाओं ('I' के लिए अनुसूचियों 'ए' से 'एफ' का प्रोफार्मा), निविदा उपक्रम, सामान्य नियम और ठेकेदार के मार्गदर्शन, अनुबंध की शर्तों, अनुबंध, सत्यनिष्ठा समझौते के खण्ड के लिए दिशा-निर्देश। Form of Agreement, Memorandum, Salient Governing features (Proforma of Schedules 'A' to 'F'), Tender undertaking, General Rules and Directions for the guidance of Contractors, Conditions of Contract, Clauses of Contract, Integrity pact.
- III - विशेष खण्ड, निविदाकर्ताओं को विशेष निर्देश, अतिरिक्त शर्तों Special Clauses, Special Instructions to Tenderers, Additional conditions,
- IV – तकनीकी विनिर्देशन Technical specifications,
- V – निविदा आरेखण की सूची यदि लागू हो तो List of Tender Drawings, if applicable
- VI - सुरक्षा मैनुअल, श्रमिकों के लिए स्वास्थ्य और स्वच्छता की व्यवस्था के संरक्षण के लिए मॉडल नियम, श्रम नियमों अनुबंध। Safety Manual, Model rules for the protection of health and sanitary arrangements for workers, Contract labour regulations
- VII - प्रारूप, प्रोफार्मा और परिशिष्ट और अनुबंध। Formats, proforma and appendices and Annexure.

भाग-बी (वित्तीय बोली) Part 'B' (Financial bid) consists of अनुसूची की मात्रा Schedule of Quantities.

3.3 निविदा की भागीदारी Tender Participation:

- (a) इच्छुक बोली लगाने वाले नियमों और "आमंत्रण सूचना निविदा" ध्यान की शर्तों को पढ़ने चाहिए। वह केवल अपनी बोली प्रस्तुत करना चाहिए अगर वह खुद को योग्य मानता है और वह सभी आवश्यक दस्तावेजों के कब्जे में है। The intending bidder must read the terms and conditions of "NOTICE INVITING TENDER" carefully. **He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.**
- (b) निविदा में भाग लेने के लिए, संभावित निविदाकार को वेबसाइट: <https://eprocure.gov.in/eprocure/app> के होम पेज में अपने यूजर आईडी/पासवर्ड तथा श्रेणी III डिजिटल हस्ताक्षर प्रमाण पत्र के माध्यम से लॉगइन करने के बाद भाग ए के फॉर्मेट – तकनीकी व्यवसायिक बोली, जिसमें तकनीकी-व्यावसायिक शीट, अनुलग्नक – ए, तथा भाग बी – वित्तीय बोली, उसे डाउनलोड करना आवश्यक होगा। To participate in the tender, Prospective Bidders are required to download the excel format of Part A – Techno-commercial Bid containing Technical Bid Forms and Part B-Financial Bid containing Schedule of Quantities after Login in the Home page of the website <https://eprocure.gov.in/eprocure/app>. with their User ID /Password & Class III Digital Signature Certificate.

3.4 प्रस्ताव प्रस्तुत करना Submission of offer:

- (a) एनआईटी में उल्लिखित तारीख और समय से पहले निर्धारित प्रारूप में निविदा ऑनलाइन प्रस्तुत करनी होगी। प्रस्तुत करने का कोई अन्य तरीका स्वीकार्य नहीं होगा। The tender shall be submitted online in the prescribed format before the date and time as mentioned in NIT. No other mode of submission is acceptable.
- (b) प्रस्ताव दो भागों में हैं – भाग-I (तकनीकी-वाणिज्यिक बोली) और भाग-II (वित्तीय बोली) संभावित बोलीदाताओं को एमएस एक्सेल और पीडीएफ प्रारूपों की कार्यपुस्तिका को दो भागों की वर्कशीट्स को लोड करना होगा, डाटा को निरपराध रूप से एक्सेल दस्तावेजों / पीडीएफ प्रारूपों में भरना और बिना उनका नाम बदले संपादित वर्कबुक को अपलोड करना होगा। Offer consists of two parts Part-I (Techno-commercial Bid) and Part-II (Financial Bid). Prospective Bidders has to **down load MS Excel workbook** containing worksheets of both parts, invariably fill the Data in the Excel documents/formats and **edited workbooks uploaded without renaming them**
- (c) भरने की तरीका **Mode of filling:**
बोलीकर्ता को एसएस एक्सेल में निम्नलिखित भरना होगा
The Bidder is required to fill the MS Excel work Book containing the following:
I - भाग Part - 'A'
a) तकनीकी बोली-1 Technical Bid-1.
b) तकनीकी बोली-2 Technical Bid-2 (Forms) containing
(i) सामान्य डेटा General Data
(ii) फॉर्म Form A - List of similar works completed during last seven years
(iii) फॉर्म Form B - List of works in hand
(iv) फॉर्म Form C- Manpower & Machinery proposed for the work& Cash Flow statement
II – भाग Part – 'B'
अनुसूची Schedule - 'B' (Financial Bid).
मूल्य बोली (अनुसूची) Price Bid (Schedule):
(i) ठेकेदार प्रत्येक मद की दर उद्धृत करने के लिए यह सुनिश्चित करना चाहिए।
(ii) बोलीदाता केवल भारतीय रुपए में काम के लिए बोली लगाई जाएगी।
(iii) बोलीदाता को यह सुनिश्चित करना चाहिए कि सभी मदों की दरें अपलोड / जमा करने से पहले प्रत्येक मद की मात्रा के सामने संबद्ध खाने में ठीक से भरी हो। इसलिए, यदि कोई खाना खाली छोड़ दिया जाता है

- और बोलीकर्ता द्वारा कोई दर कोट नहीं की जाती है, तो बोली को अनुत्तरदायी माना जाएगा और इस पर विचार नहीं किया जाएगा।
- (iv) बोली जमा करने के बाद, ठेकेदार संशोधित बोली बार की लेकिन पिछली बार और बोली प्रस्तुत करने की तारीख से पहले किसी भी संख्या को फिर से जमा कर सकते हैं के रूप में अधिसूचित।
- (v) संशोधित बोली प्रस्तुत करते समय ठेकेदार के रूप में अधिसूचित पिछली बार और बोली प्रस्तुत करने की तारीख एक या एक से अधिक मद कितनी भी बार की लेकिन इससे पहले कि दर को संशोधित कर सकते हैं।
- (vi) ठेकेदार मूल्य बोली में उद्धृत दरों का खुलासा नहीं करेगा और न ही करेगा लगा देना / दस्तावेजों पैरा 3.5 में उल्लेख के साथ किसी भी हार्ड कॉपी जमा करें।
- (i). Contractor must ensure to quote rate of each item.
- (ii). Bidder shall bid for work in Indian Rupees only.
- (iii). Bidder should ensure that the rates of all items shall be filled properly in relevant cells opposite to the Quantity of each item before uploading/ submission. Therefore, **if any cell is left blank and no rate is quoted by the bidder, the bid shall be treated as unresponsive and will not be considered.**
- (iv). After submission of bid, contractor can resubmit revised bid any number of times but before last time and date of submission of bid as notified.
- (v). While submitting revised bid, contractor can revise the rate of one or more item(s) any number of times but before last time and date of submission of bid as notified.
- (vi). **Contractor shall not disclose rates quoted in price Bid nor shall enclose /submit any hard copy along the documents mentioned in Para 3.5.**
- (d) भाग-I सभी फार्म की सभी वर्कशीट की प्रिंट प्रतियों में, प्रत्यक्ष रूप से हस्ताक्षरित करके उसे स्कैन करके और अनिवार्य दस्तावेजों के साथ अपलोड किया जाएगा। Print copies of all the worksheets of Part I all Forms, shall be signed physically, then scanned and uploaded as mandatory documents.
- (e) डाटा फार्मेट ए से एफ (निविदा दस्तावेज के) को भर कर हस्ताक्षर कर, स्कैन कर अपलोड किया जाना है। Data in Formats Form A to F (of Tender Document) are to be filled, signed, scanned and uploaded.
- (f) पैरा 3.5 के तहत उल्लेख दस्तावेजों की स्कैन प्रतियां भी अपलोड किया जाना हैं। Scanned copies of documents mentioned under Para 3.5 are also to be uploaded
- (g) अनिवार्य दस्तावेज अपलोड करने के लिए लिंक बनाई गई हैं। बोली जमा करने से पहले, बोलीदाताओं विषय निविदा के खिलाफ इस तरह के प्रत्येक अनिवार्य लिंक के खिलाफ दस्तावेज अपलोड करने के लिए है। अगर कोई अनिवार्य लिंक इन दस्तावेजों में से किसी के लिए उपलब्ध है, वही अन्य दस्तावेज के रूप में अपलोड किया जाएगा। Links are created for uploading mandatory documents. Before submission of bids, bidders have to upload documents against each such mandatory links against subject tender. If no mandatory link is available for any of these documents, same shall be uploaded as other document.
- (h) ईएमडी को एकल सीलबंद लिफाफे में प्रस्तुत करने होगा उस पर बयाना लिखना होगा। EMD shall be placed in single sealed envelope scribed as **"Earnest Money Deposit"**
- (i) निविदा सूचना में दिए अनुसार सूचीबद्ध आदेश और कार्य अनुभव प्रमाण-पत्र की प्रतियाँ एवं अन्य दस्तावेजों को बोली प्रस्तुत करने के निर्धारित अवधि में स्कैन करके अपलोड करना होगा और प्रमाणित प्रति को अलग से सीलबंद लिफाफे में रखकर जिस पर **" अन्य दस्तावेज"** लिखा हो के रूप में प्रस्तुत करना होगा।। Copies of Enlistment Order and certificate of work experience and other documents as specified in the detailed tender notice shall be scanned and uploaded to the e- Tendering website within the period of bid submission and certified copy of each shall be deposited in a separate envelop marked as **"Other Documents"**.

- (j) उपरोक्त दोनों लिफाफे को एक अलग से लिफाफे में रखना होगा और उस पर कार्य का नाम, तारीख व समय एवं निविदा खोलने की तारीख जिस पर पता **उप-उत्पादन प्रबंधक, भारी पानी बोर्ड सुविधाएँ (वडोदरा) – 391750** होना चाहिए और **मुख्य सुरक्षा द्वार** के ड्राप बाक्स आखिरी तारीख के अंदर डालना होगा Both the above mentioned envelopes shall be placed in another envelope with due mention of Name of work, date & time of opening of tenders addressed to **Dy. Production Manager, HWBF(V), Baroda-391750** and shall be dropped in the tender box placed at **security main gate** office on or before last date and time of submission as notified.
- (k) ठेकेदार को 'निविदा वचनबद्ध' अपने मुद्रित लेटरहेड पर हस्ताक्षर करके, स्कैन करके तकनीकी बोली के साथ अपलोड करना होगा। उपरोक्त 'अन्य दस्तावेज' के साथ मूल दस्तावेज को प्रस्तुत करना होगा। Contractor shall sign the 'Tender Undertaking' printed on their Letter Head, scanned and uploaded with Technical Bid. Original submitted with "Other Documents" as above.
- (l) अपलोड किए गए फार्म में मांगी गई सभी सूचना फार्म में संबद्ध कॉलमें के सामने दी जाए। यदि किसी कारण से सूचना पृथक शीट में दी गई हो तो उसे संबद्ध कॉलम में दर्शाया जाए। यदि कॉलम में कोई सूचना नहीं दी गई हो तो संबंधित कॉलम में 'शून्य' या 'कोई नहीं' की प्रविष्टि की जाए। यदि बोलीदाता के मामले में कोई भी विवरण / पृष्ठताछ लागू नहीं होता है, तो इसे "लागू नहीं" के रूप में दर्शाया जाए। बोलीदाताओं को चेतावनी दी गई है कि आवेदन पत्रों में मांगी गई पूरी सूचना नहीं देने पर या निर्धारित प्रपत्र में कोई स्पष्ट सूचना या कोई परिवर्तन करने या जानबुझकर सूचना को छिपाने के परिणामस्वरूप बोली को सरसरी तौर पर निरस्त किया जा सकता है। All information called for in the uploaded forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a "nil" or "no such case" entry should be made in that column. If any particulars/query is not applicable in case of the bidder, it should be stated as "not applicable". The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bid being summarily disqualified.
- (m) ऑनलाइन निविदा दस्तावेज के प्रस्तुत करने में किसी भी समस्या के मामले में, आवेदक 3.1 में उल्लेखित मोबाइल और ई-मेल पर हेल्प डेस्क से या उक्त वेबसाइट पर हेल्प मैनुअल और दी गई अन्य सूचना की सहायता ले सकता है। In case of any problem with the submission of the online tender document, the applicant may have the assistance of help desk on mobile and e-mail mentioned at 3.1 or uses the help manual and other information given on the said website.

3.5 स्कैन एवं अपलोड किए जाने वाले दस्तावेज **LIST OF DOCUMENTS TO BE SCANNED AND UPLOADED.**

(सभी स्कैन और अपलोड दस्तावेजों की प्रमाणित प्रतियां शारीरिक वित्तीय साधनों के साथ साथ प्रस्तुत किया जाना चाहिए)

- 1) नवीनतम बैंक शोधन क्षमता प्रमाणपत्र.
- 2) पिछले 7 साल में पूरे किए पूरा समान कार्य की सूची
- 3) हाथ में कार्यों की सूची
- 4) वैध प्रमाण पत्र:
 - क) प्रत्यायन / पंजीकरण प्रमाण पत्र, यदि कोई हो
 - ख) कार्य अनुभव / प्रदर्शन प्रमाण पत्र का प्रमाण पत्र
 - ग) जीएसटी पंजीकरण प्रमाणपत्र
 - घ) पैन (स्थायी खाता संख्या) पंजीकरण
 - ड) लेबर लाइसेंस।
 - च) ईपीएफ एव इन्सूरन्स

छ) सीए द्वारा प्रमाणित वित्तीय टर्न ओवर

ज) पिछले 3 साल के इंकम टैक्स रिटर्न और 26 एएस फॉर्म की प्रतियां और आईटी अधिनियम की धारा 206 एबी के अनुसार वचनबद्धता।

5) ईएमडी

6) यह वचन देना कि पात्र समान कार्य (कार्यों) को किसी अन्य ठेकेदार के माध्यम से बैंक टू बैंक आधार पर निष्पादित नहीं किया गया है। तकनीकी बोली के अनुसार निविदा उपक्रम का हस्ताक्षरित पत्र

7) प्री-बिड स्पष्टीकरण किसी भी निविदाएं तकनीकी बोली में संकेत के रूप में की बिक्री के पास होने के बाद विभाग द्वारा जारी किए गए हैं।

8) पिछले पांच वर्षों का वार्षिक कारोबार प्रमाणपत्र। पिछले 3 वित्तीय वर्षों के दौरान अनुमानित लागत का कम से कम 50% का औसत वार्षिक वित्तीय टर्नओवर होना चाहिए।

9) कोई अन्य दस्तावेज निविदा दस्तावेज के किसी भी हिस्से के रूप में निर्दिष्ट।

नोट: मूल प्रमाणपत्रों की स्कैन की गई कॉपी अपलोड किया जाना है। ईएमडी और अन्य दस्तावेजों को स्कैन और निविदा जमा करने और मूल की अवधि के भीतर निर्दिष्ट के रूप में जमा किया जाना चाहिए। आगे के विवरण यदि विभाग द्वारा आवश्यक हो तो निविदाओं/तकनीकी बोली खोलने के दौरान/बाद में प्रस्तुत किया जाएगा।

(Certified Copies of all the scanned and uploaded documents to be submitted along with Physical Financial instruments) Balance sheet/ profit & loss account for the last five years duly certified by CA.

1) Latest **Bank Solvency Certificate**

2) List of **Similar Works** completed in last 7 years

3) List of **Works in Hand**

4) Valid Certificates of:

a. Accreditation /**Registration certificate**, if any

b. Certificates of Work Experience / **Performance Certificates**

c. **GST** Registration Certificate

d. **PAN** (Permanent Account Number) Registration

e. **Labour License.**

f. **EPF & Insurance** for workmen

g. Annual turnover certified by CA & profit loss statement.

h. Copy of IT Returns and Form 26AS for the immediate preceding 3 years and Undertaking pursuant to section 206 AB of IT act

5) **EMD**

6) **Undertaking** that the eligible similar work(s) have not been executed through another Contractor on back-to-back basis. Signed letter of tender undertaking as per Technical Bid.

7) Pre-bid clarifications if any issued by the Department after close of sale of tenders as indicated in the Technical Bid.

8) **Annual Turnover for the last 5 years. Average annual turnover for the last 3 financial years should be at least 50% of estimated value**

9) Any other Document as specified in any part of tender document.

Note: Scanned copy of original certificates to be uploaded. EMD/Tender Processing Fee and other documents shall be scanned and uploaded to the e-tendering website within the period of tender submission Further details if any required by the department shall be submitted during /after opening of tenders/ technical bid.

3.6 आवेदकों को सलाह दी जाती है कि निविदा दस्तावेजों के संबंध में समय-समय पर (बोली प्रस्तुत करने की समय सीमा तक) ऊपर दर्शाई गई वेबसाइटों को **किसी भी अद्यतन या शुद्धिपत्र के लिए** देखते रहें। ऐसा न करने पर यदि कोई अद्यतन / शुद्धिपत्र सहित विधिवत बोलियां प्रस्तुत न करने पर उससे संबंधी सभी देनदारियों से आवेदक दोषमुक्त नहीं होगा। प्रस्तुत की गई अपूर्ण बोली को अस्वीकृत किया जा सकता है। Applicants are advised to keep visiting the above mentioned web-sites from time to time (till the deadline for bid submission) for any **updates or corrigendum** in respect of the tender documents, if any. Failure to do so shall

not absolve the applicant of his liabilities to submit the bids complete in all respect including updates/corrigendum thereof, if any. An incomplete bid submission may be liable for rejection.

3.7 निविदाकारों को सलाह दी जाती है कि उनके प्रस्ताव/ दस्तावेजों को **नियत तारीख और समय से पहले** अपलोड करें ताकि अंतिम समय में सर्वर पर अपलोड करने में जटिलताओं से बचा जा सके। दस्तावेज प्रस्तुत करने में या सर्वर और तकनीकी समस्याओं सहित किसी भी कारण दस्तावेजों को अपलोड करने में आने वाली किसी भी प्रकार की समस्या या किसी भी देरी के लिए भापाबो / भारी पानी बोर्ड सुविधाएं (वडोदरा) जिम्मेदार नहीं होगा। The tenderers are advised to **submit their offer/** upload their documents well **before the due date and time**, to avoid last minute rush on the server or complications in uploading. HWB / HWBF(V) shall not be responsible for any delay in submission of documents or for any type of problem in uploading the documents for any reason including server and technical problems.

3.8 अपूर्ण एवं विलिंबित निविदाएँ **Incomplete and late Tenders:**

- (क) निविदाकार, पैरा नं 2 एवं 3 में दर्शाए गए अनुसार या टेंडर नोटिस में दर्शाए गए समय एवं तिथि से पहले फीस और पात्रता मानदंड के रूप में मूल प्रमाण पत्र अन्य आवश्यकताओं की प्रतियां प्रस्तुत करने में विफल रहता है तो उनके प्रस्ताव को सरसरी तौर पर निरस्त कर दिया जाएगा और आगे कार्रवाई नहीं की जाएगी।
- (ख) मूल रूप में प्रत्यय-पत्र और ईएमडी देर से जमा करने पर विचार नहीं किया जाएगा।
- (ग) कोई भी निविदाकार किसी वैध कारण के बिना प्रस्ताव को अपलोड करने के बाद मूल प्रमाणपत्र प्रस्तुत करने में दुबारा विफल रहता है, तो निविदाकार न्यूनतम एक वर्ष की अवधि के लिए भाग लेने से वंचित कर दिया जाएगा।
- (घ) देरी या देर से प्राप्त प्रस्तावों को सरसरी तौर पर निरस्त कर दिया जाएगा। डाक विलंब के लिए विभाग जिम्मेदार नहीं होगा।
- (a) The offer of tenderer who fails to submit originals of fee and copies of certificates as per the eligibility criterion and other requirements mentioned at **Para No 2 and 3** on or before the time and date mentioned in the tender notice will be summarily rejected and will not be processed further.
- (b) Delayed /late submission of credentials and fee (Tender Fee/Tender Processing Fee/EMD) in originals will not be entertained.
- (c) If any tenderer repeats to fail in submission of originals after uploading the offer without any valid reason, the tenderer will be debarred from participation for a minimum period of one year.
- (d) The Delayed or late offers will be summarily rejected. Department will not be responsible for Postal delays.

3.9 अवैध निविदाएँ **Invalid Tenders:**

प्रस्तुत किया गया बोली अवैध और बोली और ई-टेंडरिंग प्रोसेसिंग शुल्क की लागत यदि वापस नहीं किया जाएगा:

- i) बोलीदाता को अयोग्य पाया जाता है।
- ii) बोलीदाता सभी दस्तावेजों (अनिवार्य स्कैन किए गए दस्तावेजों, तकनीकी वाणिज्यिक बोली (भाग 'ए') और वित्तीय बोली (भाग 'बी'), जीएसटी के लिए पंजीकरण का प्रमाण पत्र, और बोली दस्तावेज में निर्दिष्ट अन्य दस्तावेज निर्धारित अवधि के भीतर अपलोड नहीं करता है।
- (iii) कोई विसंगति दस्तावेज ऑनलाइन बोली जमा करने की समय पर अपलोड के रूप में और हार्ड प्रतियां लिफाफे (शुल्क एवं अन्य दस्तावेजों) भौतिक रूप से निविदा खोलने प्राधिकरण के कार्यालय में प्रस्तुत में के रूप में के बीच देखा जाता है और सरकार, किसी भी अन्य अधिकार या उपाय पर प्रतिकूल प्रभाव डाले बिना, स्वतंत्रता पर उपरोक्त के रूप में कहा कि बयाना के 50% अर्थदंड करने के लिए किया जाएगा। इसके अलावा निविदाकर्ता काम की फिर से निविदा प्रक्रिया में भाग लेने की अनुमति नहीं दी जाएगी।

The bid submitted shall become invalid and cost of bid & e-Tendering processing fee shall not be refunded if:

- (i) The bidder is found ineligible.
- (ii) The bidder does not upload all the documents (Mandatory scanned documents, Techno-Commercial bid (Part 'A') and Financial bid (Part 'B'), certificate of registration for GST and other documents as stipulated in the bid document within the prescribed period.
- (iii) Any discrepancy is noticed between the documents as uploaded at the time of submission of bid online and hard copies as submitted in the envelopes (Fee & other documents) physically in the office of tender opening authority and the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.

3.10 निविदाएं खोलना Opening of Tenders:

- (a) इच्छुक बोलीदाताओं द्वारा प्रस्तुत ऑनलाइन निविदा दस्तावेज केवल उन्हीं बोलीदाताओं के निर्दिष्ट तिथि और समय पर खोले जाएंगे, जिन्होंने ईएमडी जमा की है और स्कैन और अपलोड किए गए अन्य दस्तावेज क्रम में पाए जाते हैं। Online tender documents submitted by intending bidders shall be opened on the specified date and time only of those bidders, who has deposited Earnest Money Deposit and other documents scanned and uploaded are found in order.
- (b) भाग 'ए' खोलने के बाद निविदाकार के वित्तीय और तकनीकी क्षमता, समय और गुणवत्ता चेतना, ठेकेदारों द्वारा चलाए जा रहे कार्य स्थलों व कार्यालयों, कार्यों की प्रकृति, निविदाकर्ताओं की संगठनात्मक संरचना, संसाधनों रोजगार के निष्पादन, आवश्यक बाहरी दावों और विवादों, साइट योजना बनाने की क्षमता है आदि और उनके टेकनो वाणिज्यिक बोली संबंधित दस्तावेजों को कंपनी की प्रवृत्ति बनाने के संबंध में कंपनी का मूल्यांकन किया जाएगा। तदनुसार सक्षम प्राधिकारी द्वारा निविदाकर्ताओं योग्य / अयोग्य घोषित कर दिया जाएगा। After opening of Part "A", Tenderer's Financial and technical capability, Time and quality consciousness, contractors ongoing/completed works, work sites & offices, nature of works executed, organizational structures of tenderers, resources required for execution of the job, tendency of the company with regard to making extraneous claims and disputes, site planning ability, tendency of the company to award the work on back to back/subletting etc. and their Techno commercial Bid related documents will be evaluated. Accordingly, tenderers will be qualified/disqualified by the Competent Authority.
- (c) बोलीदाताओं द्वारा किए गए कार्य का निरीक्षण : समान प्रकृति के सभी पात्र कार्य तथा बोलीदाताओं द्वारा प्रस्तुत किए गए कार्य का निरीक्षण समिति द्वारा किया जाएगा जिसमें ग्राहक भी शामिल हो सकते हैं या एनआईटी अनुमोदन प्राधिकारी द्वारा लिए गए निर्णय के अनुसार अन्य किसी प्राधिकरण द्वारा किया जाएगा। यदि निरीक्षण किया जाएगा तो इस निरीक्षण के आधार पर गुणवत्ता के अंक दिए जाएंगे। Inspection of works done by Bidders: All the eligible similar works executed and submitted by the bidders may be got inspected by a committee which may consist client or any other authority as decided by NIT approving authority. The marks for the quality shall be given based on this inspection, if inspection is carried out.
- (d) भाग-ए खोलने के बाद निविदा में कोई संशोधन की अनुमति नहीं दी जाएगी
No modification in the tender shall be allowed after opening of Part "A".
- (e) भाग-बी (वित्तीय बोली) निट में योग्यता अर्हता प्राप्त करने के बाद एवं और भाग-1 (तकनीकी बोली) में पात्रता मानदंड को मूल्यांकन के बाद खोला जाएगा। इसलिए बोलीदाताओं भाग- 1 (तकनीकी बोली) अपने आप में दस्तावेजों के साथ अपेक्षित डेटा प्रस्तुत करना आवश्यक है। ठेकेदार के लिए लॉग इन और खोलने के बाद बोली स्थिति देख सकते हैं। Part-B (Financial Bid) will be opened (Date to be notified separately) only of those bidders who qualify eligibility criterion mentioned in NIT and evaluation of Part-I

(Technical Bid). Therefore, bidders are required to submit the requisite data with documents in Part-I (Technical Bid) itself. Contractors can login and see the status of Bids after opening.

- 4 निविदा जमा करने से पहले सभी एनआईटी मानदंडों को पूरा करते हुए भावी एजेंसियों को स्वयं को संतुष्ट करना होगा। विभाग एनआईटी शर्तों को पूरा न करने वाली और / या प्रतिकूल रिपोर्ट वाली एजेंसियों की निविदा पर विचार न करने का अधिकार सुरक्षित रखता है। यह पाया जाता है कि निविदा उचित तरीके से प्रस्तुत नहीं की गई है, या बेतुका दर दिए गए हैं, तो सरकार यह निविदा की अनदेखी कर सकती है।
Prospective agencies shall satisfy themselves of fulfilling all the NIT criteria before submission of tender. Department reserves the right of non-consideration of tender of the agencies not fulfilling the NIT stipulations and / or having adverse report. If it is found that the tender is not submitted in the proper manner, or contains absurd rates it will be open for the Government to ignore the tender.
- 5 बोली लगाने वाले या उसके एजेंट की ओर से कोई प्रयास प्रभाव करने या दबाव डालने के लिए नियोज्य अपनी बोली की अस्वीकृति में परिणाम होगा। निविदाओं सख्त वर्जित है और निविदाओं ठेकेदारों जो प्रचार का सहारा द्वारा प्रस्तुत करने के संबंध में प्रत्यक्ष अथवा परोक्ष रूप से किसी भी तरह के प्रचार, अस्वीकृति के लिए उत्तरदायी होगा। Any effort on the part of the bidder or his agent to exercise influence or to pressurize the employer would result in rejection of his bid. Canvassing of any kind whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 6 जिस ठेकेदार की कोई भी रिश्तेदार (ठेके के निष्पादन के लिए जिम्मेदार है) सहायक लेखा अधिकारी या अभियंता/वैज्ञानिक अधिकारी या वैज्ञानिक सहायक (दोनों मिलाकर) के पद है उन ठेकेदारों को निविदा प्रस्तुत करने की अनुमति नहीं दी जाएगी। उन्हें उनके नाम की सूचना देना होगा और भापासं, बड़ौदा /भापाबो या किसी भी पञ्चवि यूनिट में राजपत्रित अधिकारी के रिश्तेदारों को उनका द्वारा रोजगार दिया गया हो। ठेकेदार द्वारा इस हालत के किसी भी उल्लंघन के लिए उसे जिम्मेदार इस विभाग के ठेकेदारों की अनुमोदित सूची से हटा दिया जाएगा।
The contractor shall not be permitted to tender for works in HWBF, Vadodara in which his near relative (responsible for award and execution of contracts) is posted as Assistant Accounts Officer or as an officer in any capacity between the grades of Engineer/ Scientific Officer and Scientific Assistant (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted officer in HWP, Baroda/HWB or in DAE. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
- 7 राजपत्रित पद या इंजीनियरिंग या भारत सरकार के एक इंजीनियरिंग विभाग में प्रशासनिक कर्तव्यों में कार्यरत अन्य राजपत्रित अधिकारी का कोई इंजीनियर, सरकारी सेवा से सेवानिवृत्त लेने के बाद एक वर्ष की अवधि के लिए एक ठेकेदार के रूप में काम करने के लिए अनुमति नहीं दी जाएगी। निविदा प्रस्तुत करने से पूर्व, भारत सरकार से अनुमति नहीं ली है तो उनके ठेके का रद्द किया जा सकता है।
No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
- 8 कार्यों के लिए निविदाओं की ऑनलाइन जमा के समापन की अंतिम तिथि से 120 (एक सौ बीस) दिनों की अवधि के लिए स्वीकृति के लिए टेंडर खुला रहेगा /मान्य रहेगा। कोई निविदाकर्ता उक्त अवधि या स्वीकृति का पत्र जारी, पहले हो, या जो भी करता है इससे पहले कि उसकी निविदा वापस ले लेती है तो नियमों और निविदा की शर्तों जो विभाग को स्वीकार्य नहीं हैं, या किसी भी पूर्व अपेक्षित शुल्क का भुगतान करने से मना कर में किसी भी संशोधन, या

अनुस्मारक के साथ किसी भी शर्त शुल्क का भुगतान नहीं करते हैं, या प्रस्तुत नहीं करते अनुस्मारक के साथ किसी भी अपेक्षित दस्तावेज तो सरकार होगी, किसी भी अन्य अधिकार या उपाय पर प्रतिकूल प्रभाव डाले बिना, स्वतंत्रता पर उपरोक्त के रूप में कहा कि बयाना के 50% अर्थदंड करने के लिए किया जाना है। इसके अलावा, निविदाकर्ता काम की फिर से निविदा प्रक्रिया में भाग लेने की अनुमति नहीं दी जाएगी।

The **tender** for the works shall remain open/kept valid for acceptance for a period of **120 (One hundred and twenty)** days from the last date of closing of online submission of tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, or refuse to pay any pre-requisite fee, or do not pay any prerequisite fee with reminders, or do not submit any requisite document with reminders then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further, the tenderer shall not be allowed to participate in the re-tendering process of the work.

9 यदि आवेदक द्वारा दी गई जानकारी एक बाद में मंच पर गलत पाया जाता है, वे निविदा / ऊपर हमेशा के लिए भविष्य में भापासं (बडौदा) / भापाबो में काम करता लेने से वंचित कर दिया करने के लिए उत्तरदायी होगा। इसके अलावा अगर इस तरह के उल्लंघन काम की शुरुआत से पहले विभाग के ध्यान में आता है, इंजीनियर-इन-चार्ज ईएमडी और निष्पादन गारंटी की पूरी राशि अर्थदंड करने के लिए स्वतंत्र होगा। **IF ANY INFORMATION FURNISHED** by the applicant is **found to be incorrect** at a later stage, they shall be liable to be debarred from tendering / taking up works in HWBF(V) / HWB in future forever. Also, if such a violation comes to the notice of Department before start of work, the Engineer-in-charge shall be free to forfeit the entire amount of EMD and Performance Guarantee.

10 विभाग के पास यह अधिकार होगा कि (क) अनुबंध के मूल्य में संशोधन (ख) कोई कारण बताए बिना किसी भी या सभी आवेदन को अस्वीकार विभाग अधिकार सुरक्षित रखता है,
The Department reserves the right, without being liable for any damages or obligation to inform the bidder to a) Amend the scope and value of contract. b) Accept/ Reject any or all the applications without assigning any reason thereof.

11 एक या अधिक आइटम जोड़ने के लिए अधिकार ।

भापाबो / भापाबोसु (वडोदरा) को करार के पहले या बाद में निविदा में एक या एक से अधिक आइटम जोड़ने का अधिकार होगा। क्रम में स्थानीय विकास, नियंत्रण निकायों, साइट की स्थिति, आइटम के निष्पादन में कुछ बदलाव कर संगठन के नवीनतम आवश्यकताओं के साथ अनुपालन करने के लिए वारंटेड किया जा सकता है।

RIGHT TO OMIT OR ADD ONE OR MORE ITEMS.

The HWB/HWBF(Vadodara) shall have the right to omit or add one or more items put in the tender either before or after an agreement for the work is entered into. In order to comply with the latest requirements of the Organization, local development, control bodies, site conditions, certain variations in the execution of items may be warranted.

12 भारत के राष्ट्रपति की ओर से सक्षम प्राधिकारी के लिए बाध्य नहीं है सबसे कम या किसी अन्य निविदा स्वीकार करने के लिए, और खुद को भंडार अधिकार किसी एक या निविदाओं के सभी एक कारण के काम के बिना प्राप्त अस्वीकार करने के लिए। सभी निविदाओं जिसमें निर्धारित शर्तों के किसी भी पूरा कर रहे हैं नहीं है या अधूरा या सशर्त छूट की है कि सहित किसी भी हालत आगे निविदाकर्ता द्वारा लगाया जाता है सरसरी तौर पर अस्वीकार कर दिया जाएगा। The competent authority on behalf of President of India does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders in which any of the prescribed conditions are not fulfilled or incomplete or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.

- 13 भारत के राष्ट्रपति की ओर से सक्षम प्राधिकारी ने खुद को पूरे या निविदा और निविदाकर्ता का ही हिस्सा स्वीकार करने का अधिकार सुरक्षित रखता है और निविदाकार को उद्धृत दरों पर ही निष्पादन करने के लिए बाध्य किया जाएगा।

Competent authority on behalf of President of India reserves to himself the right of accepting the **whole or only part of the tender** and the tenderer shall be bound to perform the same at the rates quoted.

14 स्थल का दौरा Site Visit:

- (i). निविदाकार को कार्य एवं कार्य की प्रकृति एवं स्थान के बारे में खुद को परिचित करना होगा और इस संबंध में किसी भी विषय पर विचार नहीं किया जाएगा।

The tenderer shall acquaint themselves with the work and working conditions of the site and locality and no claim will be entertained for these issues.

- (ii) इच्छुक निविदाकार को सलाह दी जाती है कि निविदा प्रस्तुत करने से पूर्व स्थल एवं इसके आसपास प्रकृति के बारे में जांचे। आवास वे आवश्यकता होने पर और सामान्य रूप से स्वयं को जोखिम, आकस्मिक व्यय और अन्य परिस्थितियों जो प्रभावित या अपनी निविदा को प्रभावित कर सकता है।

Intending Tenders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable and applicable), the form and nature of the site, the means of access to the site. The accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender.

- (iii) निविदाकर्ता को स्थल के बारे में पूर्ण जानकारी होना चाहिए किसी भी गलतफहमी पर फलस्वरूप या कोई अतिरिक्त शुल्क की अनुमति नहीं दी जाएगी।

A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

- (iv) निविदाकर्ता की अपनी लागत पर सभी सामग्री, उपकरण और पौधों, पानी, बिजली का उपयोग, सुविधाओं के श्रमिकों के लिए व्यवस्था करना और सभी अन्य सेवाओं के काम को क्रियान्वित जब तक अन्यथा विशेष अनुबंध दस्तावेजों में के लिए प्रदान करने के लिए आवश्यक बनाए रखने के लिए जिम्मेदार होंगे।

The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents.

- (v) निविदाकर्ताओं निविदा जमा करने से पहले ध्यान से विनिर्देशों और ड्राइंग का अध्ययन करना होगा। ठेकेदारों विनिर्देशों निविदा कार्यक्रम में उल्लेख के अनुसार आवश्यक सामग्री की खरीद करनी चाहिए। स्थिति और अन्य संबंधित मामलों के संबंध में अस्पष्टता के मामले में निविदाएं निर्णय **महा प्रबंधक, भापाबोसु (व)** द्वारा उठाए निर्णय किसी भी अंतिम और बाध्यकारी होगा।

The tenderers shall read the specifications and study the drawing carefully before submitting the tender. The contractors should procure required materials from the choice as per the specifications mentioned in the tender schedules. In case of ambiguity in regard to conditions and other related matters if any with the Tenders the decision taken by the **General Manager, HWBF(V)** shall be final and binding.

15 स्थल का दौरा Plant Visit:

सुरक्षा कारणों से बोलीकर्ता (या) उनके प्राधिकृत प्रतिनिधि को बिना अनुमति के संयंत्र में प्रवेश नहीं होगा। बोलीकर्ता को (संयंत्र दौरा/पूर्वबोली स्पष्टीकरण / तकनीकी बिड डालने या अन्य कोई दस्तावेज के लिए) न्यूनतम दो दिन पूर्व रिकार्ड रूम उत्पादन, भा.पा.बो.सु (वडोदरा) से अनुमति लेनी होगी और संयंत्र के सुरक्षा द्वार पर उसकी जांच की जाएगी और यह अनिवार्य है। अधिक जानकारी के लिए किसी भी कार्य दिवस में रिकार्ड रूम उत्पादन, भा.पा.बो.सु (वडोदरा) 0265-2309 242 / 265, Fax: 0265- 2242037 से संपर्क करें।

Due to the security reasons the bidder (or) their authorized representatives cannot be permitted inside the plant without prior permission. Those bidder(s) who want to enter inside the plant premises (For the purpose of site visit/Pre-Bid clarifications/to drop the Technical Bid and other documents) must intimate **Production Record Room, HWBF(V)** at least 2 working days in advance (to the date of visit) and obtain entry permission and they should complete the security checkup before entry as a statutory requirement. For further information please contact **Production Record Room, HWBF(V)** 0265-2309 242 / 265, Fax: 0265- 2242037 during office hours.

- 16 भा.पा.बो.सु (वडोदरा) में कार्यों के निष्पादन के लिए यह अनिवार्य कि संबंधित शुल्क भुगतान करके पुलिस सत्यापन प्रमाण पत्र प्राप्त करना होगा। सफल बोलीदाता जिनकी निविदा स्वीकृत की गई है अपने इंजीनियर्स, पर्यवेक्षकों सहित सभी कर्मचारियों का पुलिस सत्यापन प्रमाणपत्र (पीवीसी) समय-समय पर गुजरात सरकार द्वारा जारी निर्देशों के अनुसार पुलिस अधीक्षक, बडौदा जिला द्वारा आवश्यक शुल्क अदा करके प्रस्तुत करना आवश्यक है। सभी शर्तों और निर्देश समय-समय पर संयंत्र /कालोनी सुरक्षा कर्मियों और सीआईएसएफ द्वारा दिए गए राजनीति, और प्रवेश के लिए पीछा किया जा जाएगा पुरुषों और माल के बाहर निकलने के रूप में भी सुरक्षा के उद्देश्य के लिए काम के निष्पादन के दौरान आवश्यक इस पहलू को पूरा करने के लिए आवश्यक रकम ठेकेदार द्वारा विचार किया जाएगा और तदनुसार बोली चाहिए। इस संयंत्र के राष्ट्रीय महत्व को में रखते हुए सफल बोलीदाता जो भी अनुबंध की सामान्य शर्तों में उल्लेख किया गया है इसके अलावा सुरक्षा उपाय सुनिश्चित करना होगा। समय-समय पर संयंत्र / कालोनी सुरक्षा कर्मियों और सीआईएसएफ द्वारा दिए गए सभी शर्तों और निर्देशों का पालन करना आवश्यक है। इस पहलू को पूरा करने के लिए आवश्यक रकम ठेकेदार द्वारा विचार किया जाएगा और तदनुसार बोली चाहिए। आवश्यक इस पहलू को पूरा करने के लिए आवश्यक रकम ठेकेदार द्वारा विचार किया जाएगा और तदनुसार कोट किया जना चाहिए।

It is mandatory to obtain **Police verification certificates** in respect of labour engaged for execution of works in HWBF(Vadodara) by paying requisite fee. The successful Bidder whose tender is accepted will be required to obtain and shall submit Police verification Certificate (PVC) of all the staff including Engineers, supervisors and labours to be engaged for the work at his own cost, through the office of SP, Vadodara by paying requisite fee at the rates in force from time to time as per the guidelines issued by the state Government of Gujarat keeping in view the national importance of this plant, the successful bidder shall ensure security measure besides whatever is mentioned in the General Conditions of contract. All stipulations and instructions given by Plant/Colony Security personnel and CISF from time to time shall be scrupulously be followed for entry, exit of men and materials and as also during execution of work for security purpose. The necessary sums required to meet this aspect shall be considered by the contractor and should quote accordingly.

- 17 इस ठेके से संबंधित जीएसटी सहित सभी कर, उपकर तथा शुल्क ठेकेदार द्वारा देय होगा और इस संबंध में सरकार किसी भी दावे पर विचार नहीं करेगी।

All Taxes, cess and duties including GST in respect of this contract shall be payable by the contractor and Government will not entertain any claim whatsoever in this respect.

निविदा प्रस्तुत करने से पहले, निविदाकर्ता साइट और कार्यों के क्षेत्र का वास्तविक निरीक्षण कर खुद संतुष्ट हुआ माना जाएगा, सभी शर्तों की उत्तरदायी कार्यों के निष्पादन के दौरान ध्यान में रखा जाएगा और निविदा फॉर्म में दी गई दरें ठेके की सामान्य शर्तों के खंड-37 प्रावधानों के साथ काम पूरा करने के लिए अभियंता की पूरी संतुष्टि हेतु पर्याप्त और सब-मिलाकर है।

Before submitting the tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates quoted in the tender forms are adequate and all-inclusive to accord with the provisions in Clause – 37 of General Conditions of Contact for the completion of the works to the entire satisfaction of the Engineer.

केंद्रीय माल और सेवा कर अधिनियम 2017 (सीजीएसटी) / एकीकृत माल और सेवा कर अधिनियम, 2017 (आईजीएसटी) / संघ क्षेत्र के सामान और सेवा कर अधिनियम, 2017 (यूटीजीएसटी) / संबंधित राज्य के राज्य माल और सेवा कर अधिनियम, 2017 (एसजीएसटी) के रूप में भी केंद्रीय / राज्य सरकार द्वारा अधिसूचित और बोली के पूर्व समय-समय पर संशोधन और लागू कर। निविदाकर्ता यह सुनिश्चित करें कि इन्पुट टैक्स क्रेडिट (आईटीसी) का लाभ उनके द्वारा लिया जा सकता है, वैसे दरों को उद्धृत करते हुए माना जाता है।

The tenderers will examine the various provisions of the Central Goods and Services Tax Act-2017 (CGST)/Integrated Goods and Services Tax Act, 2017 (IGST)/Union territory Goods and Service Tax Act, 2017 (UTGST)/respective State's State Goods and Service Tax Act, 2017 (SGST) also as notified by Central/State Govt. & as amended from time to time and applicable taxes before binding. Tenders will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

सफल निविदाकर्ता, सीजीएसटी / आईजीएसटी / यूटीजीएसटी / एसजीएसटी अधिनियम के तहत पंजीकृत होने के लिए उत्तरदायी है, ठेका प्रदान करने के तुरंत बाद सीजीएसटी / आईजीएसटी / यूटीजीएसटी / एसजीएसटी अधिनियम के तहत आवश्यक अन्य विवरण के साथ ही भापासं बडौदा को सौंपेगा, जिसके बिना कोई भुगतान जारी नहीं किया जाएगा। संबंधित प्राधिकारियों को लागू जीएसटी जमा के लिए ठेकेदार जिम्मेदार होगा।

The successful tenderer is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to Heavy Water Board Facilities, Vadodara immediately after the award of contract, without which no payment shall be released to the contract. The contractor shall responsible for deposition of applicable GST to the concerned authority.

- 18 कोट की गई दरों में, मद को पूर्ण रूप से संतोषजनक ढंग से पूरा करने के लिए आवश्यक सभी सामग्री, मानव, उपस्कर/प्लान्ट/मशीनरी और प्रस्ताव देने की अंतिम तिथि पर लागू सभी दर, शुल्क, तथा श्रमिक उपकर, प्रभुत्व, कार्य ठेका कर तथा जीएसटी आदि शामिल हैं। लागू नियमों के अनुसार ठेकेदार के बिल से समय-समय पर लागू जीएसटी भी काटा जाएगा। ईपीएफ तथा ईएसआई का नियोक्ता अंशदान ठेकेदार द्वारा संबंधित प्राधिकरण को देना होगा और इसे जमा कराने का प्रमाण प्रभारी अभियंता को प्रत्येक माह जमा कराना होगा। सत्यापन के बाद नियोक्ता के योगदान को एजेंसी को प्रतिपूर्ति की जाएगी

The Rates quoted shall be inclusive of all material, men, equipment/ plant/machinery required for satisfactory completion of item in all respects and should be inclusive of all taxes, duties and levies like labour cess, seigniorage, works contract tax and GST etc. as applicable as on last date of submission of offer. Employer's contribution of EPF and ESI should be paid by the contractor to the respective authorities and an evidence of having deposited the same shall be submitted by the Contractor to Engineer-in-Charge every month. After due verification employer contribution will be reimbursed to the agency.

19 दरों में अस्पष्टता **Ambiguities in rates quoted.**

- a) यदि ठेकेदार द्वारा दी गई दरों के बीच मतभेद है तो निम्नलिखित प्रक्रिया का पालन किया जाएगा। If there are differences between the rates given by the contractor in words and in figures or in amount worked out by him, the following procedure shall be followed.
- b) बोली लगाने वाले बोली केवल आंकड़ों में होगी। शब्दों में दरों, प्रत्येक आइटम और कुल की राशि स्वचालित रूप से उत्पन्न होता है। इसलिए, आंकड़ों में बोलीदाता द्वारा उद्धृत दर सही रूप में लिया जाएगा। The bidder shall quote rates in figures only. The rates in words, amount of each item and total is

generated automatically. Therefore, the rate quoted by the bidder in figures shall be taken as correct.

- c) प्रतिशत की दर बोली के मामले में, प्रतिशत के आंकड़े में उद्धृत सही रूप में लिया जाएगा। In the case of percentage rate bid, the percentage quoted in figures shall be taken as correct.
- d) एकमुश्त ठेके में, राशि के आंकड़ों में उद्धृत सही रूप में लिया जाएगा। In Lump Sum Contracts, the amount quoted in figures shall be taken as correct.

- 20 निविदाकर्ता की निविदा को स्वीकार कर लिया है अपने अनुबंध की पूर्ति के लिए निष्पादन गारंटी प्रस्तुत करना आवश्यक है। निष्पादन गारंटी निविदा मूल्य के **3%** होगा जो स्टेट बैंक ऑफ इंडिया कैंटान्मन्ट शाखा, बडौदा डीडी/वेतन आर्डर/बैंकर्स चेक द्वारा भुगतान एवं लेखा अधिकारी, भापाबोसु (वडोदरा) के नाम पर होना चाहिए। यदि ठेकेदार निष्पादन गारंटी प्रस्तुत करने में असफल रहता है तो जैसा कि एफ में सूचित किया गया है, विस्तार अवधि सहित विभाग (भापाबो/ भापाबोसु (वडोदरा)) बिना किसी पूर्व सूचना के बयाना राशि जब्त करने का अधिकार है। इसके अलावा अगर सफल निविदाकर्ता, निर्धारित समय के 1/8 के भीतर काम शुरू करने के लिए विफल रहता है, भारत के राष्ट्रपति या कार्यालय में उनके उत्तराधिकारियों करेगा किसी अन्य अधिकार या कानून में उपलब्ध उपाय पर प्रतिकूल प्रभाव डाले बिना, बयाना राशि अर्थदंड के रूप में जब्त किया जाएगा।

The tenderer whose offer is accepted is required to furnish Performance guarantee for the due fulfillment of his contract. **Performance Guarantee** shall be **3% of tendered value** in the form of Demand Draft/Pay Orders/Banker's Cheque of a Scheduled Bank issued in favor of Pay & Accounts Officer, HWBF(Vadodara) drawn on SBI, HWBF(Vadodara) cantonment Branch including the extended period if any, valid up to period as mentioned in LOA or Order issued by the Department. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the department (HWBF(V) / HWB) shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely and automatically without any notice to the contractor. Further if the successful tenderer, fails to commence work within 1/8th of the stipulated time, the President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely. **The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.**

- 21 कार्य के निष्पादन के दौरान, सिक्योरिटी डिपॉजिट (एसडी) विधेयकों चल रहा है और साथ ही अंतिम बिल से कटौती द्वारा एकत्र किया जाएगा। सुरक्षा जमा @ 2.5% प्रस्तुत मूल्य के हो जाएगा। प्रतिभूति जमा सफलतापूर्वक कार्य समापन के बाद **(06) छह माह** के लयबिलिटी अवधि के दौरान वापस किया जाएगा। During execution of work, **Security Deposit (SD)** will be collected by deductions from Running Account Bills as well as final Bill. Security Deposit shall be @ **2.5%** of total work done. The security deposit will be refunded only after the satisfactory completion of defect liability period of **06 (Six) months** after the actual date of completion of work as a whole wherein all the defects shall be rectified by the contractor at his own cost.

22 करार Agreement:

- समझौते निर्धारित प्रपत्र में सफल बोलीदाताओं (अन्य दस्तावेज के साथ निविदा दस्तावेज) वेब साइट पर अपलोड <https://eprocure.gov.in/eprocure/app> के साथ तैयार किया जाएगा। Agreement shall be drawn with the successful bidders in prescribed Form (Tender document along with other document) uploaded on the web site <https://eprocure.gov.in/eprocure/app>.
- बोलीदाताओं के विभिन्न नियमों और कहा कि निविदा जो समझौते के हिस्से के रूप में होगा की शर्तों के अनुसार उनके दरों उद्धृत करेगा। Bidders shall quote their rates as per various terms and conditions of the said tender which will form part of the agreement.
- यह निविदाकर्ता सभी घटक भागों के लिए निविदा दस्तावेज पर हस्ताक्षर करने के लिए की ओर से अनिवार्य होगा। It will be obligatory on the part of the tenderer to sign the tender document for all the component parts.

• ठेकेदार एवं भापाबोसु (वडोदरा) द्वारा लिखित करार पर हस्ताक्षर करने के द्वारा इस ठेके का कार्य शुरू होगा और ठेकेदार को यह समझना नहीं चाहिए कि यह कार्य पूर्ण हो गया है जब तक कि करार पर पहले ठेकेदार को हस्ताक्षर करना होगा और उसके बाद भापाबो/ भापाबोसु (वडोदरा) के प्राधिकृत अधिकारी के हस्ताक्षर करने होगा। The written agreement to be entered into between the contractor and the HWBF, Vadodara shall be the foundation of the rights of both the parties and contract shall not be deemed to be complete until the agreement has first been signed by the Contractor and then by the proper officer authorized by HWB/HWBF(Vadodara) to enter into the contract on behalf of the HWB/HWBF (Vadodara).

23 प्राधिकृत प्रतिनिधि Authorized Representative:

निविदा की स्वीकृति पर, ठेकेदार की मान्यता प्राप्त प्रतिनिधि (ओं) के नाम है जो इंजीनियर-इन-चार्ज से निर्देश लेने के इंजीनियर-इन-चार्ज करने के लिए सूचित किया जाएगा के लिए जिम्मेदार होगा। सफल निविदाकर्ता नाम और समापन करार के समय ठेकेदार के तकनीकी सहायक और नियुक्ति के आदेश की इच्छा पत्र के साथ मिलकर ठेकेदार द्वारा नियोजित तकनीकी सहायकों की योग्यता प्रस्तुत करना होगा।

On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-In-charge shall be communicated to the Engineer-In-charge. The successful tenderer will have to furnish the name and qualification of the Technical Assistants employed by the contractor together with the willingness letter of the technical assistant and appointment orders of the contractor at the time of the concluding agreement.

24 सफल बोलीदाता को काम इस पुरस्कार के बाद, ठेकेदार जो समझौते का एक हिस्सा बनेगी सक्षम प्राधिकारी के अनुमोदन के लिए समय-सीमा और नकदी प्रवाह (कैश फ्लो) विवरण प्रस्तुत करेगा। After award of work to the successful bidder, the contractor shall submit time schedule & cash flow statement for approval of competent authority which will form a part of agreement.

25 (i) काम के लिए साइट पर उपलब्ध है। The site for the work is available.

(ii) वास्तु और संरचनात्मक चित्र काम इस पुरस्कार के बाद ठेकेदार द्वारा प्रस्तुत पूरा होने की अनुमोदित कार्यक्रम के अनुसार ही की आवश्यकता के अनुसार चरणबद्ध तरीके से उपलब्ध कराया जाएगा। The architectural and structural drawings shall be made available in phased manner, as per the requirement of the same as per approved program of completion submitted by the contractor after award of work.

26 ब्याज Interest:

लेखा के अंतिम समायोजन पर मिलने वाले बकाया पर ठेकेदार कोई ब्याज का दावा करने के हकदार नहीं होगा। The contractor will not be entitled to claim any interest on arrears which he may be getting on the final settlement of accounts.

27 स्पष्टीकरण और शुद्धिपत्र Clarifications and corrigendums:

एमएस वर्ड, एमएस एक्सेल, पीडीएफ, वेबसाइट <https://eprocure.gov.in/eprocure/app> में अपलोड किया हुआ स्पष्टीकरण, शुद्धि पत्र संपादित नहीं किया जाना चाहिए या बोलीकर्ताओं द्वारा अपलोड किया जाना चाहिए। इन दस्तावेजों को भी निविदा दस्तावेज का हिस्सा हो जाएगा।

The clarifications, corrigendums uploaded by the department in MS Word, MS Excel, PDF, documents in website <https://eprocure.gov.in/eprocure/app> which should not be edited or corrected by bidders and not uploaded by them. These documents shall also be part of tender document.

28 निविदाकर्ता द्वारा निविदा जमा करने का तात्पर्य है कि वह AHS इस नोटिस और अन्य सभी अनुबंध दस्तावेजों को पढ़ा है और काम की विशिष्टताओं के बारे में पता किया और शर्तों और दरों की जा करने के लिए बनाया गया है, जिस

पर स्टोर, उपकरण और संयंत्र, आदि, सरकार और स्थानीय परिस्थितियों और अन्य कारकों के कार्य के निष्पादन पर असर होने से उसे करने के लिए जारी किया जाएगा।

Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc., will be issued to him by the government and local conditions and other factors having a bearing on the execution of the work.

- 29 यह सूचना निविदा आमंत्रित अनुबंध दस्तावेज़ का एक हिस्सा होगा। सफल निविदाकर्ता / ठेकेदार, स्वीकारना प्राधिकरण द्वारा उसकी निविदा की स्वीकृति पर, काम की शुरुआत की निर्धारित तिथि से 15 दिनों के भीतर, सामान्य नियम और निर्देश, स्टैंडर्ड सहित अनुबंध की शर्तों को निविदा आमंत्रित सूचना से मिलकर अनुबंध पर हस्ताक्षर करेगा निविदाकर्ताओं, रूपों के लिए अनुबंध की सामान्य शर्तों, अनुबंध के खंड, विशेष खंड, अतिरिक्त शर्तों, विनिर्देशों और चित्र (अगर कोई है), कार्यक्रम का प्रोफार्मा, सुरक्षा कोड, मॉडल नियम, ठेकेदारों श्रम नियमों, रजिस्ट्रों का प्रोफार्मा, विशेष निर्देश के रूप में, सूचना और बोलीदाताओं, स्पष्टीकरण, शुद्धिपत्र और सभी दस्तावेजों वेबसाइट <https://eprocure.gov.in/eprocure/app> और अन्य दस्तावेजों को टेंडर के निमंत्रण के समय में अपलोड के रूप में एनआईटी में उल्लेख किया है, पर पोस्ट करने के लिए निर्देश और दरों जमा करने के समय ऑनलाइन उद्धृत बोली और उसके स्वीकृति और अपलोड अन्य दस्तावेज / प्रस्तुत की और उसके एक साथ स्वीकृति किसी भी पत्राचार के लिए और सभी प्रासंगिक लागू के रूप में इस निविदा से संबंधित दस्तावेजों के साथ किया जाना चाहिए।

This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of Notice inviting tender, Conditions of contract including General rules and directions, Standard form of General conditions of contract, clauses of contract, special clauses, additional conditions, specifications and drawings (if any), proforma of schedules, safety code, Model rules, contractors labour regulations, proforma of registers, special instructions to tenderers, forms, information and instructions for bidders, clarifications, corrigendum's and all the documents posted on the website <https://eprocure.gov.in/eprocure/app> and other documents as mentioned in the NIT as uploaded at the time of invitation of tender, and the rates quoted online at the time of submission of bid and acceptance thereof and other documents uploaded/ submitted and acceptance thereof together with any correspondence leading there to and all relevant documents related to this tender as applicable.

- 30 आयकर और जीएसटी का टीडीएस पूर्व निर्धारित दर पर, चल रहे बिलों से काट लिया जाएगा। Income tax & TDS of GST shall be deducted from the running bills at the prescribed rate.


23/07/2024

एस थिरुवल्लुवन/ S. Thiruvalluvan

महाप्रबंधक General Manager

भारी पानी बोर्ड सुविधाएँ (वडोदरा) Heavy Water Board Facilities, Vadodara
भारत के राष्ट्रपति के लिए एवं की ओर से For and on behalf of the President of India

**GOVERNMENT OF INDIA
DEPARTMENT OF ATOMIC ENERGY
HEAVY WATER BOARD FACILITIES, VADODARA**

ITEM RATE TENDER FOR WORK

TENDER NOTICE NO.: HWBF/V/PROD/2024-25/02/Na/01

I/WE, HEREBY TENDER FOR THE EXECUTION FOR THE PRESIDENT OF INDIA FOR THE WORK SPECIFIED IN THE UNDERWRITTEN MEMORANDUM WITHIN THE TIME SCHEDULED IN SUCH MEMORANDUM AT THE RATES SPECIFIED THEREIN AND IN ACCORDANCE IN ALL RESPECTS WITH THE SPECIFICATIONS, DESIGNS, DRAWINGS AND INSTRUCTIONS WITH SUCH MATERIAL AS ARE PROVIDED FOR, BY AND IN ALL OTHER RESPECTS IN ACCORDANCE WITH SUCH CONDITIONS SO FAR AS APPLICABLE.

MEMORANDUM

- (A) GENERAL DESCRIPTION OF WORK : **Annual contract for piecemeal jobs on day-to-day basis in General shift & Round the clock shift in Sodium Plant of HWBF (Vadodara)**
- (B) ESTIMATED COST : **Rs. 38,26,490/-**
- (C) EARNEST MONEY DEPOSIT : **Rs. 76,530/-**
- (D) SECURITY DEPOSIT : **2.5% of total work done**
- (E) PERFORMANCE GUARANTEE : **3 % of the tendered value**
- (F) TIME LIMIT FOR COMPLETION : **12 (Twelve) Calendar Months**

I/WE HAVE READ AND EXAMINED THE NOTICE INVITING TENDER, SCHEDULE A, B, C, D, E & F, SPECIFICATIONS APPLICABLE, DRAWINGS AND DESIGNS, GENERAL RULES AND DIRECTIONS, GENERAL CONDITIONS OF CONTRACT, CLAUSES OF CONTRACT, SPECIAL CONDITIONS OF CONTRACT, SCHEDULE OF RATES AND OTHER DOCUMENTS AND RULES REFERRED TO IN THE CONDITION OF CONTRACT AND ALL OTHER CONTAINS IN THE TENDER DOCUMENT FOR THE WORK.

I/WE HEREBY TENDER FOR THE EXECUTION OF THE WORK SPECIFIED FOR THE PRESIDENT OF INDIA WITHIN THE TIME SPECIFIED IN THE SCHEDULE 'F', VIZ., SCHEDULE OF QUANTITIES AND IN ACCORDANCE IN ALL RESPECTS WITH THE SPECIFICATIONS, DESIGNS, DRAWINGS AND INSTRUCTIONS IN WRITING REFERRED TO IN RULE-1 OF GENERAL RULES AND DIRECTIONS AND IN CLAUSE 11 OF THE CONDITIONS OF CONTRACT AND WITH SUCH MATERIALS AS ARE PROVIDED FOR, BY, AND IN RESPECTS IN ACCORDANCE WITH, SUCH CONDITIONS SO FAR AS APPLICABLE.

SHOULD THIS TENDER BE ACCEPTED IN WHOLE OR IN PART, I/WE HEREBY AGREE (i) TO ABIDE BY AND FULFILL ALL THE TERMS AND PROVISIONS OF THE SAID CONDITIONS ANNEXED HERETO AND ALL THE TERMS AND PROVISIONS CONTAINED IN NOTICE INVITING TENDERS SO FAR AS APPLICABLE AND/OR IN DEFAULT THEREOF TO FOREFEIT AND PAY TO THE PRESIDENT OF INDIA OR HIS SUCCESSORS IN OFFICE THE SUM OF MONEY MENTIONED IN THE SAID CONDITION. A SUM OF RUPESS **76,530/- (RUPEES SEVETY SIX THOUSAND FIVE HUNDRED THIRTY ONLY)** HEREBY FORWARDED IN DEPOSIT AT CALL RECEIPTS OF THE STATE BANK OF INDIA/OR ANY SCHEDULED BANK OR DRAFTS PAYABLE ON DEMAND. IF I/WE AGREE TO COMMENCE THE WORK SPECIFIED IN

THE ABOVE MEMORANDUM, I/WE AGREE THAT THE SAID PRESIDENT OR HIS SUCCESSORS IN OFFICE, SHALL WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY BE AT LIBERTY TO FORFEIT THE SAID EARNEST MONEY ABSOLUTELY OTHERWISE THE SAID EARNEST MONEY SHALL BE RETAINED BY HIM TOWARDS SECURITY DEPOSIT, MENTIONED ABOVE AND (ii) TO EXECUTE ALL THE WORKS REFERRED TO IN THE TENDER DOCUMENTS UPON THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO THEREIN AND TO CARRY OUT SUCH DEVIATIONS AS MAY BE ORDERED UPTO MAXIMUM OR TWENTY-FIVE PERCENT AT THE RATES QUOTED IN THE TENDER DOCUMENT UPTO 25 PERCENT AND THOSE IN EXCESS OF THAT LIMIT AT THE RATES TO BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS CONTAINED IN CLAUSE 2(a) OF THE GENERAL CONDITIONS OF CONTRACT.

I/WE HEREBY DECLARE THAT I/WE SHALL TREAT THE TENDER DOCUMENTS DRAWINGS, SPECIFICATIONS AND OTHER RECORDS CONNECTED WITH THE WORK AS SECRET/CONFIDENTIAL DOCUMENTS SHALL EXCLUSIVELY USE ON THIS WORK AND SHALL NOT PASS ON SUCH PLANS EITHER IN PARTS OR IN FULL TO ANY UNAUTHORIZED HAND OR COMMUNICATE INFORMATION DERIVED THERE FROM TO ANY PERSON OTHER THAN A PERSON TO WHOM I/WE AM/ARE AUTHORIZED TO COMMUNICATE THE SAME OR USE THE INFORMATION IN ANY MANNER PREJUDICIAL TO THE SAFETY OF THE STATE. I/WE FULLY UNDERSTAND THAT ANY VIOLATION IN THIS REGARD WILL ENTAIL SUITABLE ACTION UNDER APPROPRIATE CLAUSES OF THE LAW

DATED THE DAY OF

SIGNATURE OF THE CONTRACTOR

WITNESS :	NAME :
SIGNATURE :	ADDRESS :
ADDRESS :	TELE. NO. :
OCCUPATION :	

THE ABOVE TENDER (AS MODIFIED BY YOU AS PROVIDED IN THE LETTERS MENTIONED HEREUNDER) IS ACCEPTED BY ME FOR AND ON BEHALF OF THE PRESIDENT OF INDIA FOR A SUM OF RS. (RUPEES.....)

THE LETTERS REFERRED TO BELOW SHALL FORM PART OF THIS CONTRACT AGREEMENT.

- (I)
- (II)
- (III)

DATED

FOR & ON BEHALF OF PRESIDENT OF INDIA
SIGNATURE
DESIGNATION

Salient Governing Features of the Tender / Work

PROFORMA OF SCHEDULES

Name of Work: Annual contract for piecemeal jobs on day-to-day basis in General shift & Round the clock shift in Sodium Plant of HWBF (Vadodara)

Schedule-A			
Sr. No.	Title	Particulars	Page No.
1	Tender Notice No.	HWBF/V/PROD/2024-25/02/Na/01	
2	Notice Inviting Tenders (NIT) Details	i) NIT as published in News Papers	
		ii) NIT as logged on to Web Site	
3	Scope & Location of Work	Heavy Water Board Facilities, Vadodara	
4	Time Schedule for work	12 Months	
5	List of Drawings	Not applicable	
6	List of changes in conditions of Contract	Attached as 'Special Conditions for Contract'	
7	List of Specification	Enclosed	
8	Schedule of Quantities	Enclosed	

Schedule-B				
Schedule of Materials to be issued to the Contractor				
Sr. No.	Description of Items	Quantity	Rate at which the Materials will be charged to the Contractor	Place of issue
NIL				

Schedule-C			
Land Earmarked for Temporary Infrastructure and Tools and Plants to be hired to the			
Sr. No.	Description	Hire Charges	Place of issue
1	Area for Storage/Site Office	Free of Cost	HWBF (Vadodara)
2	Temporary Buildings	--NA--	
3	Labour Hutments	--NA--	

Schedule-D	
Specific requirements/document for the work, if any.	
1	<p>Defect Liability Period:</p> <ul style="list-style-type: none"> • The defect liability period shall be Six Calendar Months from the actual date of completion of work as a whole. • The security deposit will be refunded only after the satisfactory completion of defect liability period wherein all the defects shall be rectified by the contractor at his own cost. • All the deficiencies observed during the defect liability period and communicated to the contractor shall be rectified by the contractor at their cost failing which the same will be got done by the department at the risk and cost of the contractor. Till such time i.e. till rectification of all such deficiencies communicated Security will not be released.
2	Special Clauses, special instructions to Tenderers, Additional conditions, Specifications, Safety codes.

Schedule-E		
Reference		CPWD GCC 2018
To Book of DAE Conditions & Clauses of Contract to be followed for this work		
Name of the Work: Annual contract for piecemeal jobs on day-to-day basis in General shift & Round the clock shift in Sodium Plant of HWBF (Vadodara)		As per NIT
Estimated Cost of work	Rs. 38,26,490 (including GST)	As per NIT
i) EMD	Rs. 76,530/-	As per NIT
ii) Performance Guarantee	3% of Tendered value	As per Tender
iii) Security Deposit	2.5% of work done value	As per Tender

Schedule-F	
General Rules & Directions:	
Tender inviting authority	General Manager HWBF(Vadodara)
Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with clauses 12.2 & 12.3	See Clause-12 below

Definitions		
2(v)	Engineer-In-Charge	Nominated in work order
2(viii)	Accepting Authority	G.M. HWBF(Vadodara)
2(x)	Percentage on cost of materials and labour to cover all overheads and profits	15% (Fifteen percent)
2(xii)	Department	Heavy Water Board
9(ii)	Standard Contract Form of Department	Item Rate Tender
Clause 1:		
(i)	Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance/ WO	7 days
(ii)	Maximum allowable extension beyond the period (provided in (i) above at the request of the contractor by the Engineer In-Charge with late fee @ 0.1% per day, of performance guarantee amount.	7 days
Clause 2:		
Authority for fixing compensation under clause 2		G.M, HWBF(Vadodara)
Clause 2A:		
Whether Clause 2A shall be applicable:		Not applicable

Clause 5:	
Number of days from the date of issue of Letter of Acceptance/ WO for reckoning date of start	15 days
Mile stones (s) as per table given below: Not applicable.	

Mile Stones			
Sr. No.	Description of Milestone (Physical progress)	Time allowed in days from date of start	Amount to be with-held in case of non achievement of mile stone
TIME ALLOWED FOR EXECUTION OF WORK			Twelve (12) months
Authority to decide:			

(i)	Extension of time
(ii)	Rescheduling of milestones
(iii)	Shifting of date of start in case of delay in handing over of site

Clause applicable – (6 or 6A):	Description of Milestone (Physical progress) Time allowed in days from date of start	Clause 6
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Clause 7:	
Gross work to be done together with net payment/ adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment.	As per terms of payments only

Clause 10A:-	Based on magnitude of the work, Units to decide
List of testing equipments to be provided by the contractor at site lab.	
1. Safety Shoes, Helmet	

Clause 10B (i): (Secured advance on non perishable Materials)- Not Applicable
Whether Clause 10 B (i) shall be applicable YES (if Yes clause of Tender Condition to be followed)
Clause 10B (ii): (Mobilisation Advance)- Not Applicable
Whether Clause 10 B (ii) shall be applicable YES (if Yes clause of Tender Condition to be followed)

Clause 10C: Applicable	
Component of labour expressed as percent of value of the work	

Clause 10 CC:- Not Applicable	
Clauses 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column.	N.A.

Clause 11	
Specifications to be followed for execution of this work	As enclosed in Tender, in the absence of specific specifications relevant BIS guidelines to be followed

Clause 12:- Applicable (As GCC enclosed)		
12.2 & 12.3	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work	
12.5	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work	
12.5	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for maintenance work	

Clause 16	
Competent Authority for deciding reduced rates	G.M., HWBF(Vadodara)

Clause 36 (i): Requirement of Technical Representative(s) and Recovery Rate :-						
Sr. No.	Minimum qualification of Technical Representative	Discipline	Designation (Principal Technical/ Technical representative)	Minimum experience in years	No.	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i) (Rupees in figures & words)
01		H.S.C		03	01	Not Applicable

Applicable Minimum Rate of Wages at HWP-(B)

भारत सरकार / Government of India
परमाणु ऊर्जा विभाग / Department of Atomic Energy
भारी पानी बोर्ड सुविधाएं, वडोदरा / Heavy Water Board Facilities, Vadodara.

HWBF(V)/ADMMN/23(20/2022/442

Date : 04.04.2024


परिपत्र

Ministry of Labour & Employment, Government of India vide order No.1/7(3)/2023-LS-II dated 04.03.2024 have revised the rates of variable dearness allowance applicable in Heavy Water Board Facilities (Vadodara) in respect of the contract labourers working in the Facilities w.e.f. 01.04.2024 to 30.09.2024 as under :

CATEGORY OF WORKER	Rates for Construction, Maint, Sewerage pipe lines & others works etc (B - AREA)	Rates for Loading and Unloading Operations, Sweeping & Cleaning employees
	AREA - (B) Vadodara. BASIC + V.D.A. = TOTAL (Rs.)	AREA - (B) Vadodara. BASIC + V.D.A. = TOTAL (Rs)
UNSKILLED	Rs.437/- + Rs.214/- = Rs.651/-	Rs.437/- + Rs.214/- = Rs.651/-
SEMI SKILLED / UNSKILLED SUPERVISORY	Rs.494/- + Rs.240/- = Rs.734/-	
SKILLED / CLERICAL	Rs.579/- + Rs.283/- = Rs.862/-	
HIGHLY SKILLED	Rs.637/- + Rs.311/- = Rs.948/-	

2. Workers employed on "High Rise Structures" that is on or above 30 feet height, even for one hour in a day, shall be paid 20 percent, extra wages of the minimum wages for the appropriate category.

3. This is for information and implementation.


(एच. एन. जाधव)
प्रशासन अधिकारी-III

All Head of Sections,
All Notice Boards.

C.C.: General Manager, HWBF, Vadodara

Dy. General Manager, HWBF, Vadodara

P&AO, HWBF, Vadodara

महासचिव, बीपीकेएस, भारी पानी बोर्ड सुविधाएं, वडोदरा

Worker is to be paid at the rate as applicable on the date as mentioned in the circular in force at the time of payment.

Hours of Work: Eight hours per day and 48 hours per week inclusive of ½ hour lunch break daily.

Wage Period : Monthly.

Dates of payment of Wages:

1. Monthly wages : by 7th day of following month
2. Unpaid wages : by 25th day of every month.

Name and addresses of inspectors having jurisdiction:

1	Regional Labour Commissioner (Central) New Mental Compound, Block No. 8-14, Meghani Nagar Road, Asarwa, Ahmedabad -380 016
2	Assistant Labour Commissioner (Central) Office of ALC, 5, Dhayber Society, Near Baroda High School, Bagi Khana Road, Vadodara
3	Labour Enforcement Officer Office of ALC, 5, Dhayber Society, Near Baroda High School, Bagi Khana Road, Vadodara

SECURITY DEPOSIT / GUARANTEE
(To be used by approved scheduled banks)

B.G. No. _____ dated _____

In consideration of the Heavy Water Board Facilities, Vadodara, Department of Atomic Energy, Government of India (hereinafter called the owner which expression shall unless repugnant to the subject or context includes its successors and assigns having agreed to exempt M/s. _____ (hereinafter called "the said Contractor(s)" which expression successors and assigns) from the demand under the terms and conditions of Letter of Intent No. _____ dated _____ issued in favour of Contractor and agreement No. _____ dated _____ made to be entered into between Heavy Water Board Facilities, Vadodara and M/s. _____ for _____ hereinafter called "the said Letter of Intent" "Agreement") of cash security deposit for the due fulfillment by the said Contractor (S) of the terms and conditions contained in the said Letter of Intent / Agreement, on production of Bank Guarantee for Rs. _____ (Rupees _____ only) we _____ Bank (hereinafter referred to as the "Bank") do hereby undertake to pay without demur to the owner an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the owner by reasons of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Letter of Intent/Agreement. (The decision of the owner as to any such breach having been committed and loss suffered shall be binding on us)

We _____ Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the owner stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the owner by reasons of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reasons of the said Contractor(s) failure to perform the said Letter of Intent / Agreement. Any such demand made on the Bank shall be exclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted an amount not exceeding Rs. _____ We _____ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Letter of Intent / Agreement and that it shall continue to be enforceable till all the dues of the owner have been fully paid and its claims satisfied on discharged the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharge the guarantee.

We _____ Bank further agree with the owner that the owner shall have the fullest authority without our consent and without affecting in any manner our obligations hereunder to / vary say of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the persons exercisable by the Company against the Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Letter of Intent / Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s)

or for any forbearance act or omission on the part of the owner or any indulgence by the owner to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us. Notwithstanding anything contained hereinbefore, our liability shall not _____ (Rupees _____ only) and expires on _____ 20__ unless a demand or claim under this guarantee is made on us within _____ months from the date of expiry, we shall be discharged from all the liability under this guarantee

We _____ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated the _____ day of _____ 20_____ for
_____ Bank _____

GENERAL INFORMATION AND ADDITIONAL CONDITIONS FOR PLANT SITE

- 1 Heavy Water Board Facilities, Vadodara is situated on National Highway No.8, Near Chhani Village @ 7.5 km from Vadodara Railway Station.
- 2 The work is to be carried out inside the running plant area during specified working hours only.
- 3 No persons shall be allowed to remain inside the plant area after working hours.
- 4 The tenderer will have to make his own arrangements for transport of his men, material and accommodation for his labour. No facility is available from Department in this regard.
- 5 Contractor must keep one qualified and responsible Supervisor who will remain present at site all time when work is being carried out.
- 6 Contractors and his labours should not carry inside any flammable material without Engineer's permission and smoking is strictly prohibited inside plant area.
- 7 Wearing of all safety equipments, like safety belts, helmets, goggles, etc. is compulsory for all the labours working at site and this will be strictly adhered to.
- 8 All necessary items, required for the work like scaffolding, tools, tackles, ropes, pulleys, hand carts, etc. shall be arranged by the Contractor.
- 9 Conditional tenders are liable to be rejected.
- 10 For working in plant area, the work shall be permitted only after obtaining a safety work permit from Shift In-charge. The permit shall be renewed daily in mornings and at shift change. No work shall be permitted without safety permit in plant area.
- 11 Contractor shall be responsible for the labours employed by him and will have to adhere to all the provisions of Contract Labour Regulation Act in force from time to time and pay his labours the wages notified by Assistant Labour Commissioner (central). He will have to obtain a labour license in case he intends to employ more than 20 labours. He will also have to maintain all the registers like payment register, muster roll, wage card, etc. for the Inspecting Authority.
- 12 **Working hours** shall be: General shift from 9:00 to 17:00 hr
1st shift from 06:00 to 14:00 hr
2nd shift from 14:00 to 22:00 hr
3rd shift from 22:00 to 06:00 hr

Permission to work beyond working hours shall be allowed only in urgent necessity of work with prior permission of Engineer.

- 13 No workman shall be allowed to work inside the plant area without a safety helmet and safety shoes. All the Workers, working at a height, will have to wear a safety belt.
- 14 All the scaffoldings shall be properly secured to ground and adjoining structures. All scaffolding planks shall be tied to members with a coir string. No loose planks shall be kept anywhere on the scaffolding.

15 All the workers employed on the job shall be subject to security check, frisking at the Main Gate while entry and exit. Contractors should employ the Workers with known backgrounds only. All the security rules, procedures, entry permits, issue of photo passes, etc. shall be strictly followed by the contractor.

16 No female labours shall be employed to work in plant area at height.

17 All the provisions prevailing labour laws shall be strictly followed, such as license, minimum wages, overtime, leave insurance and provident fund, etc. All registers pertaining to above shall be kept in order at site for inspection by Labour Officer, any time during the course of the work.

18 No labour below 18 years of age shall be employed on work.

19 Proper size and nos. of asbestos cloth blankets shall be provided by the Contractor while carrying out welding work on structure to arrest falling sparks.

20 SMOKING is strictly prohibited in the plant area.

21 Contractor shall inspect the site of work and get himself well acquainted with the scope of work, site conditions, etc.

I have read and understood the above conditions prior to quoting the rates for this tender.

Signature of the Contractor

**GOVERNMENT OF INDIA
DEPARTMENT OF ATOMIC ENERGY
HEAVY WATER BOARD FACILITIES, VADODARA**

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

- 1.1 Complete documents forming the contract are to be taken as mutually explanatory. Unless otherwise stated specifically, the 'singular' shall also mean 'plural' and vice versa wherever the context so requires. Words implying 'persons' shall include relevant 'corporate companies' or 'registered association, 'body individuals' or 'firm of partnership' as the case may be.
- 1.2 Notwithstanding the clause 1A of Conditions of Contract, the Security Deposit to be retained with the Department.

2. INTERPRETATION OF CONTRACT DOCUMENTS

- 2.1 Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Specifications of work, drawings and any other documents forming part of this contract wherever the context so requires.
- 2.2 In case of discrepancy in the drawings, specifications and schedule of quantities the matter shall be brought by the Contractor to the notice of the Engineer-in-Charge. Following order of preference shall be observed for various documents of the contract:
- i) Schedule of Quantities
 - ii) Technical Specifications
 - iii) Special Conditions of Contract
 - iv) General Conditions of Contract

3. CONTRACTOR TO EMPLOY QUALIFIED ENGINEER

The contractor shall employ a qualified Engineer to supervise and execute the work.

4. DRAWINGS:

All drawings and specifications prepared by HWBF(V) and included in this tender document are the property of the Department of Atomic Energy, Government of India. No exploitations or transfer of any information contained herein is permitted in the absence of an agreement with the Department of Atomic Energy neither the tender document nor any information contained in it shall be used for any purpose other than for drawings/specifications are to be returned to the Engineer on completion of the work.

5. SITE ESTABLISHMENT

The contractor shall be allotted an open area for his Site Office, Stores, etc. at a location to be approved by the Engineer. Space for contractor's labour camp will not be provided. The contractor after the completion of the work shall dismantle all these temporary works if directed by the Engineer and clear the Site completely at his own cost.

6. COORDINATION WITH OTHER AGENCIES

While the work under any schedule is in progress, the work under the other schedule will also progress simultaneously. Also, other Agencies like Electrical, Civil & Instrument agency will work simultaneously during the progress of work covered under any schedule or other Contractors. The contractor shall carry out work in co-ordination with other Agencies.

7. SPECIFICATIONS

In the absence of specifications for any work or material, relevant Indian Standard specifications shall be applicable.

8. ISSUE OF MATERIAL:

The material to be issued by the Engineer to the contractor for work as mentioned in the list of material as in Schedule 'A' of 'General Terms and Conditions of Contract' shall be issued on his written requisition in advance and should be used by the Contractor economically. The Contractor shall have to submit periodically an account of such material to the Engineer as directed by him.

9. ELECTRIC POWER SUPPLY

- 9.1 Electric power supply shall be made available free of cost at 440 volts, 3 phase, 4 wire 50 C/S to the contractor at one point. Further distribution, installation of switches boards, etc. shall be arranged by the Contractor at his own cost. He shall arrange to install a tested ELCB for drawing power.
- 9.2 HWBF(V) does not guarantee the regular supply of electricity and no compensation for any failure or short supply of electricity will be entertained.
- 9.3 HWBF(V) is not liable for any loss or damage to the contractor's equipments as a result of variations in voltage or frequency or interruption in power supply or any other loss to the contractor arising therefore.

10. WATER SUPPLY

Water in nominal quantity at one point shall be supplied free of cost, whenever necessary.

11. LOCAL ROADS AND HAUL ROADS

The contractor's heavy construction traffic or tracked equipments shall not travel on any public roads or bridges unless the Contractor has made arrangements with the concerned authorities and has taken approval of the Engineer-in-Charge. The Contractor shall construct and maintain at his own cost all temporary haul roads at the work site as may be found necessary by him for the execution of the works. The location of all such haul roads and any subsequent modifications / diversions thereto shall be got approved by the Engineer-in-Charge. The contractor should take special care that no damage is done to the permanent access road as a result of the use of the same and in case of damage; the same should be repaired by him, at his own cost.

12. INCONVENIENCE TO THE PUBLIC

The Contractor shall not deposit or store any material at any site without permission of the Engineer. The material will be stored at such places only with prior approval of the Engineer so that there is no obstruction in traffic or cause inconvenience to public or other Agencies.

13. TIME OF COMPLETION

The time limit for the work as covered under the schedule of quantities is as shown in the Memorandum which will be noted and strictly adhered to. As soon as possible, but not later than Ten days after the award of the contract, the Contractor shall submit the phased programme of the work, which after approval of the Engineer-In-Charge shall form a part of the contract and the Contractor shall carry out the work according to this phased programme.

14. MAINTENANCE PERIOD

In partial modification of Clause 17 of GCC, the Maintenance Period for the work covered by the Contract shall be **06 (Six) months** from the date of issue of completion certificate by the Engineer-in-Charge.

15. THE PROVISION AGAINST ACCIDENT AND SAFETY MEASURES

The contractor shall take sufficient care to prevent any accident at site. Adequate lighting arrangement shall be provided around excavated areas during the night and after the closure of their work. Necessary name boards, signals, diversions, diversion notices, etc. shall be arranged and provided by the contractor at his own cost as per directions of the Engineer.

16. MEDICAL CARE

The contractor shall provide at his cost first aid and emergency medical treatment to his employees and labour employed directly or through LCWO as per labour laws and rules.

The medical care by the contractor for his employees and labour shall include anti-malaria measures, vaccination against small pox, inoculations against cholera, typhoid fever and other infectious diseases. Employees/labourers of the Contractor suffering from infectious diseases shall be removed from the site as soon as detected, and the matter reported to the Engineer-In-Charge. The contractor shall abide by the provisions of the Employees State Insurance Scheme at his own cost.

17. FIRE PREVENTION

The contractor shall provide and maintain fire-fighting equipment at his own cost and take adequate fire precaution for the safety of all personnel and temporary and permanent works and shall prevent damage or destruction by fire of trees, shrubs and grasses.

18. CLEARING THE SITE

The site of work described and shown in the Plant with 3 m around shall be cleared off all the obstructions, loose stones and material, rubbish of all kinds, bushes, trees, brush wood, etc. complete. No trees shall be cut without permission. If any tree has to be cut, this shall be done by the contractor with the approval of the Engineer. All holes, hollows whether the originally existing or produced by removal of loose stone or brush wood, or bushes, etc. shall be carefully filled up with earth well rammed and levelled off as directed by the Engineer.

19. FORCE MAJEURE

Any delays in or failure of the performance of either parties thereto shall not constitute default hereunder or give rise to any claims for damages, if any, to the extent such delays or failure of performance are caused by occurrences such as acts of God or the public enemy, expropriation or confiscation of facilities by Government authority, compliance with any order or request of any Governmental authority, acts of war, rebellion, sabotage, fire, floods, explosions, riots or illegal strikes, provided always that such occurrences result in impossibility of performances of the contract. Only events of Force Majeure which actually impede the execution of the Contract at the time of its occurrence shall be taken into cognizance.

20. TAXES AND DUTIES

Further to the provision of Clause 3 8(i) and 38(ii) of GCC, the entire work of construction as per the scope of work covered under this contract shall be treated as "WORKS CONTRACT". Tenderer should quote for the work accordingly. The quoted price should include all taxes, royalties, levies, license fees, etc. including "Works Contract Tax". The Contractor will be responsible for the final assessment of the tax and make balance payment or to get refund from Tax authorities wherever admissible.

21. INCOME TAX

Income tax at prevailing rates on the gross amount of bills shall be deducted from the Contractor's bills as per Section 194 of the Income Tax Act or any amendments there to. **GST-TDS shall be deducted from RA Bills at the prescribed rates.**

22. SUPPLY OF MATERIALS

Contractor has to supply all the material as specified in Contractor's Scope of Supply including all consumables like grinding & cutting wheels etc, required for execution of the job.

23. QUALITY CONTROL

23.1 All material before being utilized in work shall be inspected and tested by the Engineer-in-Charge or his representative. Only approved materials shall be used in the works.

23.2 The nature of testing to be done, periodical intervals at which such testing is to be done, etc. as per the latest editions of relevant IS Codes/ Specifications shall be determined by the Engineer-in-

Charge.

- 23.3 For day to day and periodical tests to be carried out on materials, mixes and placed concrete, mortar etc. samples shall be specified by the Engineer-in-Charge from time to time.
- 23.4 The final acceptance of the work shall be based on the evaluation of the test results of the quality control laboratory. The Contractor shall make suitable arrangements to see that one of his representatives remains present at the time of taking samples and shall authenticate the samples, facts, if so required. Should the Contractor fail to keep his representative present at site at the time of taking samples or fail to provide required labourers and other equipment to collect samples, these shall be taken by the Owner and the samples selected shall be considered as authentic as jointly taken. The cost incurred by the Owner when the Contractor fails to provide required men and materials for collecting samples and for their transport shall be recovered from the Contractor.

24. LAYOUT

- 24.1 The layout and levels of all the works shall be the responsibility of the Contractor at his own cost with reference to the general grid of the plot and benchmark given by the Engineer-in-Charge. The Contractor shall provide all assistance, instruments, materials and men at his cost to the Engineer-in-Charge for checking the detailed layout and correctness of the layout and levels. The approval of the Engineer-in-Charge shall not be deemed to imply any warranty and shall not relieve the Contractor of his sole responsibility in connection with carrying out the work correctly. Making benchmark and the reference line pillars etc. and maintaining these up to the completion of the work shall be the responsibility of the Contractor. No extra payment shall be made on this account.
- 24.2 The various works shall be executed true to lines, levels and grades. The periodical checking of these by Engineer-in-Charge shall not absolve the Contractor of his responsibility regarding their accuracy. In case of any deviation or discrepancy in lines, levels or grades are noticed at the meeting face or elsewhere, the Contractor shall have to make good the deviation discrepancy at his cost without any compensation for the rectification works that arise, if any. The Engineer-in-Charge, shall further have unquestioned rights, if need be, to rectify the discrepancies and recover the costs from the contractor.
- 24.3 Any change in layout due to site conditions or technological requirements shall be binding on the Contractor and no extra claim on this account shall be entertained.

25. WEATHER CONDITIONS

The Engineer may order the Contractor to suspend any work which in the opinion of the Engineer may be subjected to damage due to prevailing weather conditions.

26. ECOLOGICAL BALANCE

The Contractor shall maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape. All trees and shrubbery which are not specifically required to be cleared or removed for construction purposes shall be preserved. Equipment and vehicles that give objectionable emission of exhaust gases shall not be operated. Burning of materials resulting from clearing of trees, bush and rubbish may be permitted only when atmospheric conditions for burning are considered favourable.

27. SECURITY MEASURES

- 27.1 Security requirements for the work shall be in accordance with the Owner's general requirements including provision of this Clause and the Contractor shall conform to such requirements and shall be held responsible for the actions of all his staff, employees and labour.
- 27.2 Contractor is requested to obtain immediately Police Verification Certificate (PVC) of your regular staff / workers deployed at site in respect of this work contract and same along with necessary application forms / documents to be submitted to Plant security to gain entry in Plant premises to carry out assigned work"
- 27.3 Contractor security vetting by Department / Plant is being carried out, if not earlier done. However, in case of receipt of any adverse character and antecedent reports against your firm or contract

personnel, consequent to the security vetting. This Plant reserves absolute right to terminate the contract forthwith without assigning reason / show cause notice. Under the circumstances the Contractor / Firm will have no right to claim good losses / liability that may be incurred as consequence to the above action intimated by HWBF (V). HWBF (V) also reserves the right to forfeit in part / full failure on the part of contractor to abide / adhere to the Security Instructions issued by HWBF (V) time to time”.

28. DEVIATIONS

Bidders may please note that the Contractor in whose favour the tender is accepted by the Owner will have to execute all the works referred to in the tender document on the terms and conditions contained or referred to therein and to carry out any deviations as may be ordered at the rates so accepted.

29. TEST CERTIFICATES

Test Certificates for all the materials to be used in the work shall be produced by the Contractor as per the relevant standards at his own cost.

30. EMPLOYEES PF ACT, 1952

Particulars regarding Registration and applicability of Employees Provident Fund Act, 1952. shall be given by contractor in the following format.

Work Order / NIT No.:

1. Name & nature of the contracting firm	
2. Composition of the contracting firm (strike out whichever is not applicable)	1. Sole Proprietorship
	2. Partnership
	3. Joint Stock Company
3. Particulars of works undertaken by / awarded to the contracting firm and the number of workmen employed against each	
4. State whether the contracting firm has any sister concern / subsidiary or is a holding Company of any other Joint Stock Company	
5. No. of workmen by the contracting firm (latest : and periodical wage register should be produced on demand from the Accounts Section	
6. Whether or not the contracting firm has any time been registered with the Provident Fund Commissioner or the PF Enforcement Authorities concerned, under any provisions of the Act, including Voluntary Enrolment under Sub Sec (4) of Sec.1 of the Act. If yes, PF subscription No. etc. may be furnished	
7 Whether or not the particular work as quoted by or awarded to the contracting firm, has any time attracted the provisions of the EPF & MP Act. If yes, the PF subscription No. etc., may kindly be stated	
8. Any other information as the contracting firm: may volunteer to furnish Signature of the contractor or authorized signatory	

DECLARATION

I _____ S/o. _____
of _____ hereby declare that:

1. All the information furnished above is true and in the unlikely event of any information being proved otherwise, I accept the full responsibility for the wrong/false statement or suppression of material information, if any and accept the legal, financial and other consequences for all my acts of omissions and commissions.

2. I understand that I am legally bound on to recover and remit PF Contribution from and remit Employees' Contribution in respect of workmen employed by me in the event of applicability of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and EPF Scheme, 1952, subject to the exceptions and provisions there under and in the event of failure to do so. I shall be personally liable to have the dues on this account, recovered and remitted to the PF Commissioner of the Enforcement Authority concerned, besides being liable for the penal consequences.

3. In the event of any firm Demand being received by the General Manager or his nominee from the Provident Fund Commissioner or Enforcement Officer for recovery of any sum payable by the contracting firm, I hereby authorise the Pay & Accounts Officer, Heavy Water Board Facilities, Vadodara to deduct the said sum from any amount payable to me or the contracting firm against this or any other work order and remit the proceeds to the Provident Fund Commissioner or the Enforcement Officer as the case may be, without referring the case to me and the amount so recovered for all purposes, shall be deemed to have been paid to me under valid acquaintance.

4. I hereby absolve and indemnify the President of India, represented by the General Manager, Heavy Water Board Facilities, Vadodara and his nominees against my responsibility whatsoever, on account of any failure on my part to complete with the provisions of the Act and the Scheme and I hereby hold myself responsible for enforcement of the provision of the Act and the scheme as applicable to the Contracting Firm in accordance with the Statutes, rules, regulations and orders as applicable from time to time

Signed this _____ day of _____ two thousand _____ under my hand and seal.

Signature

Name

Seal

In presence of

(Signature of the Witness)

Name: _____

Address: _____

Forwarded to: P & AO, Engineer – In – charge

Note: The contractor shall take into account all the costs involved in complying with the special conditions as mentioned above, while quoting for the work.

TECHNICAL SPECIFICATIONS

Name of Work: Annual contract for piecemeal jobs on day-to-day basis in General shift & Round the clock shift in Sodium Plant of HWBF (Vadodara)

1. All the jobs covered under the schedule of quantities shall be required to be carried out over a period of **12 months** from the date of work order/from the date of commencement. In case job demands, the contractor will have to increase the strength of the manpower for timely completion of jobs.
2. The Contractor is abiding to pay minimum wages to their labours as per the Notification by the Ministry of Labour, Govt. of India. Presently, the minimum rate of wages applicable at HWBF(Vadodara) in respect of the contractor's Labour working in the plant w.e.f. **01.04.2024 is Rs. 651/-** per day for 8 hrs duty. The minimum rates of wages are likely to change from time to time as per the notification by the Ministry of Labour, Govt. of India. Under such circumstances the contractor is also abide to pay revised minimum rate of wages to their labours.
3. The contractor will provide the safety gadgets / personal protective equipment like safety shoes, helmets, protective clothes etc. However, HWBF(Vadodara) shall provide other kind of personal protective equipment as per the job requirements like safety belts, safety goggles, aprons etc. for carrying out the jobs safely as per the guidelines of safety section.
4. On acceptance of tender, the name of the authorized representative(s) of the Contractor shall be communicated to HWBF(Vadodara). The authorized representative should be holding valid power of attorney for formal execution of agreement and who would also be responsible for taking instructions from HWBF(Vadodara).
5. Contractor's engineer/supervisor shall entirely co-ordinate this work with HWBF(Vadodara) authorities throughout the currency of the contract. The work shall be executed under contractor's engineer/supervisor's constant supervision.

6. PENALTY

Delay in completion of the job beyond the stipulated time shall attract compensation/liquidated damages @ 1.5% of contract value per month subject to maximum of 10% of value to be decided by the General Manager, Heavy Water Board Facilities, Vadodara at his discretion and the same is binding on the contractor. Any deviation proposed in the offer will make the offer invalid and stand rejected which may please be noted.

In normal working condition, contractor has to deploy minimum 91 mandays quarterly (or more if and "as & when" asked by EIC of work as per requirement), on all days on 8 hrs normal duty basis. In case of the contractor fails to deploy required man power i.e. 91 mandays quarterly, penalty will be levied on contractor for 'per no. of absentee manpower' at the prevailing labour rate (present rate is ₹.651/-). If required, contractor shall also arrange to provide manpower to work in extended working hours to execute the jobs as per the plant requirements.