



PANIPAT THERMAL POWER STATION

A unit of Haryana Power Generation Corporation Ltd.)
Phone No. 0180-2566376 Fax No. 0180-2561573 / 375
(Regd. Office: URJA Bhawan, Sector-6, Panchkula.

SHORT TERM NOTICE INVITING TENDER

Sr. No.	NIT Number	Description	Last Date Of Submission of bid
1.	30/SM-366-Vol-VII Dt. 29-07-2013	Supply of 13 No. man power/ unskilled labour per day for loading, unloading, stacking, handling of material in Stores, cutting of grass, surkanda and wild growth in store area and any other work as per direction of engineer incharge on monthly basis for the period of 1 year.	13-08-2013 upto 13:00 Hrs

NOTE: - The details of above NIT along with Tender Documents can be seen and Downloaded from HPGCL website www.hpgcl.gov.in OR tenders@hpgcl.gov.in

Chief Engineer/PTPS-2,
HPGCL, Panipat,.

You are further requested to fill the following information and send along with the NIT detail Please visit our website hpgcl.gov.in and check the tenders section.
via email at tenders@hpgcl.gov.in, one sample Performa is attached.

Tender Information	
Source (Name of Power Station)	Panipat Thermal Power Station
Classification	Miscellaneous
NIT Number	30/SM-366/Vol-VII/dt. 29-07-2013
Brief NIT Description	Supply of 13 No. man power/ un-skilled labour per day for loading, unloading, stacking, handling of material in Stores, cutting of grass, surkanda and wild growth in store area and any other work as per direction of engineer incharge on monthly basis for the period of 1 year.
Tender Issue Date:	12-08-2013 up to 15:00 Hrs.
Document Sale Close Date	12-08-2013 up to 15:00 Hrs.
Bid Submission Date	13-08-2013 up to 13:00 Hrs.
Bid Opening Date (Part-I)	13-08-2013 at 15:30 Hrs.
Contact Info	Executive Engineer/Stores, PTPS, Panipat.
NIT Details	Attached
Corrigendum Detail	-
EMD Amount	Rs.24000/-
Tender Document Cost	Rs. 1132/-

Contract Classification

1. Supply of Material
2. Works Contract
3. Scrap
4. Computer & Software
5. **Miscellaneous (others)**



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SHORT TERM
NOTICE INVITING TENDER

Sealed Tenders are invited by CE/ PTPS-2, HPGCL, Panipat on behalf of HPGCL for Supply of **13 No.** man power/ un-skilled labour per day for loading, unloading, stacking, handling of material in Stores, cutting of grass, surkanda and wild growth in store area and any other work as per direction of engineer incharge on monthly basis for the period of 1 year.
Tender enquiry No. 30/SM-366/Vol-VII Dt. 29-07-2013

Description of work: Supply of **13 No.** man power/un-skilled labour per day for loading, unloading, stacking, handling of material in Stores, cutting of grass, surkanda and wild growth in store area and any other work as per direction of engineer incharge alongwith T&P and consumables such as brooms, duster, old dhoti, electric blower, gloves etc. on monthly basis for the period of 1 year.

Cost of Tender documents: **Rs. 1132/- non -refundable.**

Earnest Money Deposit Rs.24000/-

Last date for Request for purchase of Tender documents : 12-08-2013 up to 15:00 Hrs.

Last date of sale of Tender. : 12-08-2013 up to 16:00 hrs.

Last date of submission of Tender. : 13-08-2013 up to 13:00 hrs.

Date of opening of Tender. (Part-I) : 13-08-2013 at 15:30 hrs.

(A) Qualifying Conditions:-

Tender documents shall be considered of those firms who:-

- (i) Shall furnish documentary proof of having executed labour supply oriented job during last 3 years ending 31.3.2013, against minimum one no. Work Order alongwith repeat order or performance report, in any power plant/ Govt. Organization. The value of one no. work Order should be at least Rs. 4 lacs.
- ii) The firm should have valid EPF No., ESI Code No. and should be registered with labour Commissioner of Haryana or the firm has to obtain all the above 3 registration within 2 months from the date of issue of L.O.I.

(B) General Conditions:-

Tender documents can be obtained on written request of the firm on its letter head from the office of Executive Engineer/Store (O&M), PTPS, Panipat on any working day from 10:00 A.M to 4:00 P.M up to last date of sale of tender **OR** can be downloaded from the official website hpgcl.gov.in **OR** tenders@hpgcl.gov.in which should be accompanied with the followings :-

- i) Cost of tender documents (**non-refundable**) in the form of crossed payee Demand Draft infavour of Sr. Accounts Officer (O&M-I), PTPS, Panipat payable on any scheduled bank at Panipat **OR** pay order from State Bank of Patiala, Thermal Plant, PTPS, Panipat **OR** BA-16 receipt to be obtained from Sr. Accounts officer (O&M-I), PTPS, Panipat by depositing cash in his office.
- ii) Tender Documents, if downloaded from HPGCL's Official Website hpgcl.gov.in **OR** tenders@hpgcl.gov.in must accompanied the cost of tender documents, as stated above (i).
- iii) Documentary evidence in support of tenderer's qualification mentioned at 'A' above.
- iv) In case the last date of sale/submission of the tender documents is declared as holiday, the tender documents can be purchased/ submitted and opened on next working day.
- v) CE/ PTPS-2, HPGCL, Panipat reserves the right to reject any or all the tenders without assigning any reason.
- vi) If required, the negotiation will be held with L-1 bidder only

Executive Engineer/Store,
for CE/PTPS-2, HPGCL, Panipat.



HPGCL

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GENERAL INSTRUCTIONS TO TENDERERS

All tenderers must carefully observe the following instructions and offers/tenders not strictly in accordance with these instructions will be liable to rejection.

1. Tender must be complete in all respect.
2. Telegraphic tenders/offers will not be accepted.
3. Offers/tender should positively reach before last date prescribed for their receipt, those received late will not be considered irrespective of whether the same was sent by Regd. Post and place of posting.
4. Tenders/offers of the firms who do not purchase or who are not issued tender documents /specifications shall not be accepted.
5. The offer/tender should be typed or written in ink. Offer/tender written in pencil shall be ignored.
6. The offers/tenders will be opened on the date & time prescribed in the Notice inviting Tender Documents. In case, the date of opening falls on a holiday or a holiday is subsequently declared on that day, the tenders will be opened on the next working day following the holiday.
7. The prices quoted by the tenderer should be competitive and prevailing in the market and should be firm. Prices should be quoted per unit also wherever applicable and asked.
8. **STUDY OF TENDER DOCUMENTS**
Before quoting, the tenderer shall carefully study all the clauses and specifications of the tender documents. If tenderers have any doubt for the meaning of any portion of the tender assets, he shall at once contact the authority inviting the tender for clarifications before submission of the tender. No arguments on this account whatsoever shall be entertained after the last date & time of submission of tenders.
9. **SITE OF WORK INSPECTION**
Before tendering, the tenderer is advised to inspect the site of work.
10. **SUBMISSION OF TENDER**
 - a) Tenders should be submitted addressed to Executive Engineer/Store (O&M), PTPS, Panipat
 - b) The tender will be received in the office of Executive Engineer/Store (O&M), PTPS, Panipat upto **13.08.2013 at 1300 hours** and will be opened on the **same date at 15:30 hours** in the presence of the tenderer or his/their representative who may like to be present.
 - c) Tenders received late i.e. after the due date & time will not be entertained irrespective of whether the same was sent by registered post & date of posting.
11. **OVERWRITING**
All entries in the tender shall either be typed or written in ink. Erasers and overwriting are not permitted and may render tenders liable to summary rejection. The tenderer shall duly attest all cancellations and insertions.
The power of attorney in the name of signatory on behalf of the company for signing the tender documents and other papers of the contract should be furnished with Part-I tender.
12. **DEVIATION**
Tenderer's offer and remarks and any deviation shall be strictly with reference to sections and clause numbers given in the tender schedule, which should be strictly adhered to. The officer inviting tenders reserves the right to modify the tender as a whole or in parts and will not be responsible and not pay for any expenses or losses that may be incurred by the tenderer in preparation of the tenders.
13. **Rate Quoting Sheet**
The tenderers will quote their **rates strictly as per the rate quoting sheet** at Annexure-II
14. **EARNEST MONEY**
 - a) The tenderers shall be required to deposit earnest money of Rs.24000/- in one of the following forms:-
 - (i) Demand draft drawn on the STATE BANK OF PATIALA, payable at Thermal Plant, Panipat or any scheduled Bank at Panipat in favour of Sr.A.O./O&M-I, PTPS, Panipat.-132105.

- (ii) Cash at counter of PTPS, Panipat in the form of BA-16. Earnest money in the name of any officer other than the mentioned above & in other form will not be accepted.
- b) The earnest money of successful tenderer will be treated by the HPGCL as part of the security deposit for faithful execution of the contract.
- c) The Bank charges, if any, will be to the account of tenderer.
- d) No claim shall be entertained against the Board in respect of interest on earnest money deposit or its depreciation in value.
- e) The failure on the part of successful tenderer to honor his commitment given in the tender will constitute a default and in that event, his earnest money will stand forfeit by the HPGCL.
- f) The earnest money should be submitted in a separate envelope which should be written as “earnest money amount **Rs.24000 /-** enclosed”. The envelope should be properly sealed and signed by the tenderer. Tender **Inquiry No. 30/SM-366/Vol-VII and due date 13-08-2013** should also be mentioned on this envelope. Any statutory taxes/levies, if to be charged extra, should be clearly indicated by tenderer in their offer separately failing which it will be presumed that their quoted rate is inclusive of all such statutory taxes/levies.
15. The officer inviting tenders reserves the right to accept or reject any or all tenders without assigning any reasons and will not be responsible and will not pay for any expenses or losses that may be incurred by the tenderers in preparation of the tenders.
16. Any statutory taxes/levies, if to be charged extra, should be clearly indicated by tenderer in their offer separately failing which it will be presumed that their quoted rate is inclusive of all such statutory taxes/levies.
17. Any tenderer who has participated in Original NIT/ Corrigendum can revise **Price bid/ Part-II tender** suo-moto-any times and at any time before opening of Price-bids but in that case all the Price bids including original one shall be opened and lowest bid shall be considered for all the purposes.
18. **The Tender should be submitted in Two Parts (In a single sealed envelope)**
- Part-I:**
- i) Agreement to terms & condition of tender enquiry
 - ii) Proof of qualifying conditions in NIT.
 - iii) Cost of tender document if downloaded from website of hpgcl.
 - iv) Earnest Money Deposit
- Part-II:**
- i) Price bid
19. **VALIDITY**
The validity of tenders should be minimum for a period of 90 days from the date of opening of tender

Executive Engineer/Store,
PTPS, HPGCL, Panipat.



HPGCL

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ANNEXURE-II

RATE QUOTING SHEET

Rate quoting sheet against Tender Enquiry No. **30/SM-366/Vol-VII**, dated **29-07-2013** for Supply of **13 No.** man power/un-skilled labour per day for loading, unloading, stacking, handling of material in Stores, cutting of grass, surkanda and wild growth in store area and any other work as per direction of engineer incharge alongwith T&P and consumables such as brooms, duster, old dhoti, electric blower, gloves etc. on monthly basis for the period of 1 year.

Sr.No	Description of work	Rate (Rs.)
1	Supply of 13 No. man power/un-skilled labour per day for loading, unloading, stacking, handling of material in Stores, cutting of grass, surkanda and wild growth in store area and any other work as per direction of engineer incharge alongwith T&P and consumables such as brooms, duster, old dhoti, electric blower, gloves etc. on monthly basis for the period of 1 year.	Rs._____per month.

Authorized signatory with seal & stamp



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ANNEXURE-I

GENERAL TERMS & CONDITIONS

Limits of Mandays:

1. Contractor must supply 13 man-days per day during all working days for plant from Monday to Saturday. All men should be capable to load/unload minimum weight of 50 Kg. & carry within 100 Mtrs radius.
2. The firm shall deposit earnest money of Rs. 24000/-. Without earnest money the quotation will not be considered.

3. Security Deposit:

- I. The contractor shall deposit the security equal to 10% of the total value of the work order with Sr. A.O. O&M-I, PTPS, Panipat within 07 days of receipt of work order, otherwise the security deposit amount will be deducted from the first payment bill of the contractor.
- II. The earnest money amount of Rs. _____ deposited by the firm vide DD No. _____ dated _____ and drawn on Sr.A/O/ O&M-1 will be adjusted against security deposit.
No Claim shall be entertained against HPGCL in respect of interest or any depreciation in the value of security deposit
- III. If the contractor fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the HPGCL to forfeit either in whole or in part, in its absolute discretion, the security deposit furnished by the contractor.

If the work order has been issued but the contractor refuses to comply with it, the EMD deposited by contractor shall be forfeited in full, irrespective of Whether HPGCL sustains any loss on account of his default or not.

The forfeiture of security deposit shall be without prejudice to the right of HPGCL to recover any further amount or any liquidated and/ or other damages as admissible under the law, under payments or over payments made to the contractor under this contract or any other contract as well as to take such administrative action against the contractor as blacklisting etc.

In the event of breach of contract in any manner, the security deposit shall be forfeited and adjusted against the claim of HPGCL on the contractor for any damages or for any loss sustained to HPGCL on account of such breach.

4. Penalty Clause

In case Contractor fails to supply the required labour during execution of job a penalty of Rs.300/- per man day will be imposed and In case, the labour supplied is not in a position to do the work as per requirement of stores and Labour leaves the work uncomplete due to one or another reason the penalty @ Rs.500/man/day will be imposed and work will be got executed through another agency at the risk and cost of contractor. A penalty of Rs. 200/- per day/head shall be imposed if workers are found working without proper P.PEs (Personal Protective Equipment to be supplied by the contractor) and this amount shall be deducted from the bills.

5. Payment Term

100% payment shall be made by Sr. A.O. (O&M-I) PTPS, Panipat by cheque payable at State Bank of Patiala, Thermal Plant, Panipat on monthly basis as a running payment.

6. Force Majeure

PTPS may consider the request for reasonable extension of completion period of work, without levy of the damages for delay/penalty, due to strike, lock out, natural calamities, commissions/ omission on the part of the PTPS and labour problems which are beyond the reasonable control of the contractor etc.

7. Failure & Termination of contract

If the contractor fails to adhere to the time schedule or if his services are found to be unsatisfactory, the PTPS, will be entitled at its option either:

a) To cover damages as per penalty clause mentioned at Sr. No. 4 above if the said delay is not covered by the force majeure reasons.

OR

b) To get the work done from any other agency after serving a notice of 03 days on the contractor at his risk and cost and without prejudice to the provision of the work order.

OR

c) To cancel the contract & forfeit the security.

8. Idle Labour Charges

No Idle labour charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour being rendered idle due to any cause.

9. Watch & Ward

The watch & ward of T& P and other material will be the responsibility of the contractor.

10. Facilities to be arranged by Contractor

The Contractor shall make his own arrangement for providing all facilities like boarding, furniture & transportation etc. for his supervisors/ workers engaged by him for the job.

11. Income Tax & Sales Tax

Statutory deduction on account of Income Tax & Sales Tax including surcharge shall be made at source from the bills of the contractor at the prevailing rates by Sr.A.O/ O&M-I, PTPS, Panipat

12. Factory Act/Minimum Wages Act/ Insurance Act/ EPF Act Etc.

Strict adherence of various applicable labour laws like the Factories Act, Minimum Wages Act, ESI Act, Payment of Wages Act, the workman's compensation Act, EPF Act, Contractor labour (Regulation & Abolition) Act, 1970 and all other statutory requirements as amended from time to time to the entire satisfaction of Central/ State Govt. Authorities, shall be the responsibility of the Contractor and he shall have to make good loss, if any, suffered by HPGCL on account of default in this regard by the contractor. The contractor will submit the copy of EPF challan & EPF Inspection report along with bill. The EPF contribution will be deposited by the contractor in his own EPF code no. The Firm shall also obtain ESI No. from the ESI authority and shall submit at the time of submitting the bill.

13. Insurance of the Workers

The contractor will be solely responsible for any liability for his workers in respect of any accident, injury arising out and in course of contractor's employment. To meet his aforesaid obligation under the workmen Compensation Act, The contractor will obtain cover note from the Insurance Company under W.C. Policy in respect of persons employed by him for carrying out his work and obligation under the agreement.

The premium payable for the aforesaid insurance policy shall be borne by the contractor. The contractor shall ensure that the said Insurance Policy of this insurance cover is required to be submitted by the contractor to Engineer-in-charge of work immediately after issue of LOI, but before the start work. Payment against the work done will not be released to the contractor until and unless the contractor submits photocopy of insurance cover.

14. Safety Rules

A Firm shall have to comply with all provisions of safety rules. The Chief Safety Officer shall impose penalty of Rs. 200/- per day per head if the workers of firms are found to be working carelessly without proper protective equipments in unsafe conditions. Against violation of any other clause, a penalty of Rs. 500/- per violation (minimum) shall be levied. In case of repeated violation of serious nature resulting in various serious accident or direct loss to the corporation/ threatens to cause severe consequences, higher penalty rates may be imposed including suspension/ termination of the contract. In case of any fatal/ not fatal accident or any other violation of factory act, 1948, Pb. Hr. factory rules, 1952, or any other industrial or labour act are made by/ with the worker of the contractor and if prosecution is launched by Chief inspector of factories, Chandigarh against occupier/ factory manager or any other authority of HPGCL the contractor shall be liable to deposit the amount of fine/ penalty decided by the court on the same day. In

case of the amount shall be recovered from the outstanding dues/ liabilities of the contractor against this contract or any other contract at PTPS besides other action HPGCL, may deem fit.

B A safety clearance certificate from the chief safety officer has to be attached along with the bill.

15. Subletting

No sub letting of the contract shall be allowed and any subletting will lead to cancellation of contract. However as a special case, CE/ O&M-II after considering technical capability of the sub contractor may allow subletting for which the successful contractor will submit requisite document to Xen/Incharge of the work.

16. As the manpower will handling costly and sophisticated equipment of the power house, therefore, the contractor will ensure that only skilled personnel who have already handled such equipments should be deployed. The contractor will deploy competent site supervisor who should have at least 2 year experience. The proof of the deployment with the firm for at least six months needs to be supplied to Xen/Incharge of work before start of work

17. Liability

This office reserve the right to claim adequate compensation from the contractor on account of any damage caused to the plant and equipment due to careless handling or negligence on the part of contractor. However the total liability arising out of this contract shall be limited to the contract value.

18. Set of Clause

Any sum of money due and payable to the supplier under contract (including security deposit returnable to the supplier) appropriated by the corporation and set off against any claim of the corporation for the payment of sum of money arising out of that or any other contract entered into by the supplier with the Corporation.

19. The work shall last for **one year** from the date of issue of LOI/W.O. & can be extended further for 3 months is at the discretion of HPGCL

20. The contractor will abide by all the labour laws (**Detailed as per annexure-III**), provisions of Factory Act/Insurance Act, Safety rules as framed by the Govt. of India & Haryana and amended from time to time and as applicable to this project.

21. No labour below the prescribed limit of age i.e. not below 18 years and above 60 years shall be employed by the contractor on this work.

22. If any person / labour of contractor is found misbehaving or causing any nuisance in the opinion of the Officer-in-Charge, then the concerned personal shall be removed from work site within 24 hours of the notice of this office and the personal/labour so removed, should not be allowed to work without the prior written permission of the Officer-in-charge.

23. The contractor shall be solely and fully responsible for any mishap/accident of his workers at the site of work and HPGCL will not have any liability and responsibility for such accidents on their financial implications.

24. This office reserves the right to claim adequate compensation from the contractor on account of any damage caused to the Plant and equipment during execution of the work due to careless handling or negligence on the part of the contractor.

25. Contractor will be responsible for getting the gate passes of workmen/labour issued from the competent authority and will surrender such gate passes on the expiry of contract or in the event of workmen leaving the job.

26. The contractor shall keep a competent authorized representative without extra charges and his assistant so that the progress of work is not hampered. The representative shall represent the contractor in his absence and all directions given to him shall be binding as if given to contractor. In no case the authorized representative can refuse to the instructions.

27. The contractor will submit the contract agreement on NJSP of Rs. 10/- immediately before starting the work.

28. The contract is subjected to jurisdiction of Panipat Courts only.

29. Arbitration

All the disputed and/ or differences and / or claims arising out of and / or concerning and or in connection with, and / or in consequence or relating to this contract whether or not obligatory of either or both parties under the contract be subsisting at the time of such dispute and whether or not the contract has been terminated or purported to be terminated or completed shall be referred to the sole arbitration of MD, HPGCL or an officer appointed by MD, HPGCL as his nominee. The award of the arbitrator shall be final and binding on both the parties to the contract.

The objection that the arbitrator has to deal with the matters to which the contract relates, in the course of his duties or, he has expressed his views on any or all the matters in dispute or difference, shall not be considered as a valid objection.

The arbitrator may, from time to time, with the consent of the parties to the contract, enlarge the time for making the award. The venue of arbitration shall be the place from which the acceptance of offer is issued or such place as the arbitrator, in his discretion may determine.

All arbitration proceedings shall be governed by the provisions of latest arbitration and conciliation Act, 1996 and the rules there under, with any statutory modifications thereof for the time being in force, shall be deemed to apply to the arbitration proceedings under this clause.

30. No female worker shall be allowed in this contract.
31. Any tenderer who has participated in Original NIT/ Corrigendum can revise **Price bid/ Part-II tender** suo-moto-any times and at any time before opening of Price-bids but in that case all the Price bids including original one shall be opened and lowest bid shall be considered for all the purposes.
32. **The Tender should be submitted in Two Parts (In a single sealed envelope)**

Part-I:

- i) **Agreement to terms & condition of tender enquiry**
- ii) **Proof of qualifying conditions in NIT.**
- iii) **Cost of tender document if downloaded from website of hpgcl.**
- iv) **Earnest Money Deposit**

Part-II: i) **Price bid**

Executive Engineer/Store,
For CE/PTPS-II, Panipat

Labour Laws

1. Registration of Establishment (PTPS) and obtaining the labour Licence/ Renewal.

The Registration of Panipat Thermal Power Station with the list of working contractors is required under Section -7 of Contract labour Act, 1970. The name of working contractors must be on the list of contractors otherwise he (contractor) will not get Labour Licence/ Renewal from the Labour Department, Haryana Govt. so as and when the work is awarded to the contractors other than included in the list of contractors attached with the Registration of Panipat Thermal Power Station, the contractor will ensure that his name on the prescribed Performa is intimated to the Centralized Agency by the Officer in charge of the work for getting his name including in the said list.

Further after the needful, the contractor will be under obligation to obtain labour licenses/ its renewal under Section 12 of bid Act from the Labour Department, Haryana Govt. by completing the requisite formalities.

2. Payment of wages to the workers deployed on the work Under Section 63 to 73 of Contract Labour Act-1970.

The Contractor will be bound to pay wages to the workers deployed by him on the work as per minimum wages fixed by Labour Department, Haryana Govt., Chandigarh and follow revision from time to time. He will display on the notice Board of his site office, the date of making monthly wages payment which should be on or before 7th of every month. The payment shall be made in currency & coins in the presence of authorized representative of the Principal Employer / official from the Labour Department Haryana Govt. In case of default, the contractor will be liable for prosecution under the ibid Act.

3. Maintaining the Registers and records Under Section – 74 to 78 (a to d) of Contract Labour Act-1970.

The contractor shall maintain necessary records under the provisions of ibid Act viz. Register of Workman employed (Section 75), Issuing of Employment Cards (Section 76), Service Certificate (Section-77), Register of wages (Section 78 (a) to (d)), Attendant Register, Register of Over time, Register of Deduction, Register of advance, Register of fines, issuing of wages slips, etc., the same shall be made available with the site in charge of work or Authorized Representative of the Contractor for checking/ inspection as and when required by the Officer incharge of the PTPS authorities or Labour Department, Govt. of Haryana. Non maintaining/ non production of the above Registers/ Forms, under Section-23-24 of the bid Act will be treated as offence and contractor will be liable for prosecutions by the Labour Department, Govt. of Haryana.

4. Age limit of the workers.

No labour below the prescribed limit of age i.e. 18 years and above 60 years shall be employed by the contractor on his allotted works.

5.A) Compliance of various labour Act.

The contractor shall abide by all the labour laws required to be followed and he shall furnish an undertaking on NJSP of appropriate value duly attested by the Notary Public to the effect that he will comply with all the Acts or laws and regulations as may be applicable with regard to performance of work including Factory Act-1948. Industrial Dispute Act-1947. Employees state Insurance Act - 1948. Employees provident Fund Act-1952, Payment of wages Act- 1936. Minimum wages Act – 1948. Contract Labour Act(R&A, 1970). Workmen compensation Act-1923 and other rules and regulations as framed by the Central/ State Govt., in this regard from time to time.

B) The contractor shall also specify in above undertaking that all the labour/workmen engaged by him for rendering the services under the contract, will be the employees of the contractors for all intents and purposes and shall have no claim/ Right on HPGCL.

All the risks, responsibilities and liabilities towards his labour shall be owned by him. The contractor will take such steps as may be directly responsible for any dispute arising between him and his labour / workmen and keep the HPGCL and its officers indemnified from and against all losses, damages and any claim/ liability

arising there from. Under no circumstances whatsoever, HPGCL would be held responsible in respect of contractor's workers. In case any expenditure is incurred by HPGCL as a result of certain dues on the part of the contractor's labour or otherwise the HPGCL is entitled to recover / claim such dues / compensation from the contractor's pending payment bills or through court of law.

- C) Beside the above, the contractor shall obtain an affidavit on the NJSP of appropriate value duly signed and witnessed by him under his seal and duly attested by the Notary public from his each and every individual worker / employee that they will not claim any employment in HPGCL in lieu of services rendered by them to the contractor namely M/S-----against Work Order No. -----dated-----and all the dispute, whatsoever and of any nature, will be settled by their contractor who has engaged them. These affidavits along with his own undertaking as per Para- A&B shall be submitted by the contractor to the officer- in -Charge (applicable for ARC/AMC type contracts only).

6. Deposit of EPF contribution of the workers along with Employer share.

It is statutory obligation for the contractor to deduct EPF contribution for the employee drawing wages up to Rs 6500/- per month. The rate of deduction i.e. 12% on the minimum wage fixed of the labour by the Govt. or actual wages drawing (i.e basic pay +DA + cash value of food concession + leave encashment) and deposit the same with his share @ 12% (8.33 % in pension fund and 3.67% in employees contribution) and deposit the same with the EPF department with 1.61 % administrative charge in their allotted EPF code upto 15th of due month failing which interest and damages will be charged., copy of the deposit challan for 25.61% as mentioned above shall be submitted alongwith running bill in the office of officer in charge of work by the contractor. The monthly return on R-1 form by mentioning the social security No. of each worker which may be obtained from EPF department shall also be submitted in the office of Regional Commissioner and copy of the same shall be submitted to the officer in charge of the work/ Account Branch. The contractor possessing the EPF Code of out of state of Haryana Where R-I form is not applicable /introduced, They will supply the form 3A, 6A, 12A, 5, 10 as applicable in that state by the EPF Department, it is responsibility of the contractor to make the inspection of record of deposit of EPF contribution of their labour from the EPF Department and copy of the same will be submitted to the office in charge of work. /Accounts Branch, The contractors having out of state EPF code will also get their record inspected from local EPF office (Panipat).

7. Deposit of ESI Contribution of the workers along with Employer Share.

It is statutory requirement for the contractor under ESI-Act 1948 that the workers drawing gross wages up to Rs. 10,000/-, 1.75% contribution is deducted from wages of such worker and deposit along with Employer share of 4.75% i.e, total 6.5% with the authorized bank / branches of ESI Department by the contractor to cover their workers under ESI Scheme Up to 21st of due month, otherwise. Interest and damage will be charged on deposit of delayed payment. The contractor will get their ESI Code.

It is also responsibility of contractor to get the facilities as provided under ESI scheme, extended to their workers viz. issuance of ESI Cards, filling the returns on prescribed Form-6 on due dates i.e. 12 May ,11 November , every year in local ESI office, otherwise he will be prosecuted by the ESI Department as provided in the ibid Act.. In case of non issuance of ESI Cards, the workers will not get medical facilities /pension benefits to the widow which are provided by the ESI Department and contractors will be responsible for consequences.

8. Deposit of Labour Welfare Fund along with Employer share.

In pursuance of Haryana Government Labour Department Gazette Notification dated 4th April, 2007 further amended, the contractors are required to deduct labour Welfare Fund @ Rs.10/- from each worker and deposit the same with Employer's share @ Rs.20/-per worker (total Rs. 30/- each worker) with the Welfare commissioner, Haryana Chandigarh in shape of Demand Draft in their favour along with list of workers for whom the same is being deposited. The copy of proof in this respect shall be submitted along with bills to officer- in-charge / Account Branch.

9. The labour clearance certificate from CLWO, PTPS, Panipat has to be attached along with the bill.

Executive Engineer/Store,
For CE/PTPS-II, Panipat

