PANIPAT THERMAL POWER STATION
(A Unit of Haryana Power Generation Corporation Limited)
(Regd. Office: C-7, Urja Bhawan, Sector-6, Panchkula)
Corporate Identity No. U45207HR1997SGC033517
Website: www.hpgcl.gov.in

(Tender Document)

FOR

Hiring and Operation of 9 no. Maruti CIAZ and 1 no. 7 Seater Scorpio/Bolero/Tata Sumo etc with AC, BS-IV, model not older than 2017 having commercial permit on monthly chargeable basis for use at PTPS, Panipat.

NIT No: 21-2017/V- 206/GS

CHIEF ENGINEER/PTPS
PANIPAT THERMAL POWER STATION,
HPGCL, PANIPAT

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October - 2017
ONLINE NOTICE INVITING TENDER

E-tenders in two parts are invited on behalf of CE/PTPS, Haryana Power Generation Corporation Limited (HPGCL) Panipat, for Hiring and Operation of 9 no. Maruti CIAZ and 1 no. 7 Seater Scorpio/Bolero/Tata Sumo etc with AC, BS-IV, model not older than 2017 having commercial permit on monthly chargeable basis for use at PTPS, Panipat for a period of one year (extendable to further three months)on monthly chargeable basis from eligible parties.

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<thead>
<tr>
<th>Tender Enquiry No.</th>
<th>21-2017/V-206/GS</th>
</tr>
</thead>
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<td>Description of Item</td>
<td>Hiring and Operation of 9 no. Maruti CIAZ and 1 no. 7 Seater Scorpio/Bolero/Tata Sumo etc with AC, BS-IV, model not older than 2017 having commercial permit on monthly chargeable basis for use at PTPS, Panipat</td>
</tr>
<tr>
<td>Start date and time of tender uploading</td>
<td>07-11-17</td>
</tr>
<tr>
<td>Last date for submission of tender</td>
<td>28-11-17 at 13:00 Hrs.</td>
</tr>
<tr>
<td>Tender Opening (Part-I)</td>
<td>28-11-2017 at 15:30 Hrs</td>
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<td>Tender Fee (Non – refundable)</td>
<td>Rs.1180/-</td>
</tr>
<tr>
<td>e-service Fees (Non – refundable)</td>
<td>Rs.1000/-</td>
</tr>
<tr>
<td>Earnest Money</td>
<td>Rs.87,600/-</td>
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<td>As per Annexure-A</td>
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<td>Labour Laws</td>
<td>As per Annexure-I</td>
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<td>Statement of bidder</td>
<td>As per Annexure-J</td>
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<td>Acceptance certificate</td>
<td>As per Annexure-K</td>
</tr>
</tbody>
</table>
Information Regarding Online Payment of Tender Document, e-Service & EMD Fee.

The Bidders can download the tender documents from the web Portal: https://Haryana.eprocnurement.gov.in.

The Bidders shall have to pay for the Tender documents, EMD Fees & eService Fee online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between contractors and online payment authorization networks. The Payment for Tender Document Fee and eService Fee can be made by eligible bidders/contractors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT.

NOTE:  
1. If the tenders are cancelled or recalled on any grounds, the tender document fees & e-service fee will not be refunded to the agency.

2. Those agency who are exempted from EMD, should submit proof of related documents at least 10 days before end date of “Downloading of Tender Documents & Bid Preparation” stage to publisher of the tender i.e. concerned Executive Engineer.

The following are exempted from depositing the earnest money:-

i) Public Sector Undertakings of the Central/ Haryana State Government.

ii) Firms borne on D.G.S. & D/DS&D Haryana rate contracts.

iii) Firms registered with the Director of Industries, Haryana or registered with National Small Industries Corporation, Govt. of India.

iv) Firms borne on the HPGCL’s approved list of suppliers which may have made a permanent earnest money deposit of Rs.10.00 Lakh at the respective Project/office of HPGCL, if they quote the Registration number given by the respective project/office of HPGCL in their tender papers.

The Tenderers can submit their tender documents (Online) as per the dates mentioned in the key dates:-

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Department Stage</th>
<th>Tenderer’s Stage</th>
<th>Start date and time</th>
<th>Expiry date and time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>-----</td>
<td>Downloading of Tender Documents &amp; Bid Preparation</td>
<td>07-11-2017 from 17:00 hrs.</td>
<td>2811-2017 at 13:00 hrs.</td>
</tr>
<tr>
<td>2</td>
<td>Technical Opening (Part-I)</td>
<td>-</td>
<td>28-11-2017 at 15:30 hrs.</td>
<td>----</td>
</tr>
<tr>
<td>3</td>
<td>Short listing of Technical bids &amp; Opening of Financial Bid</td>
<td>Will be intimated to the firms on their E-mail/phone No.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Instructions to bidder on Electronic Tendering System

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1. **Registration of bidders on e-Procurement Portal:**

   All the bidders intending to participate in the tenders processed online are required to get registered on the centralized e-Procurement Web Portal i.e. [https://haryanaeprocurement.gov.in](https://haryanaeprocurement.gov.in). Please visit the website for more details.

2. **Obtaining a Digital Certificate:**

   2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

   2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant’s PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – [https://haryanaeprocurement.gov.in](https://haryanaeprocurement.gov.in).

   2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from:

   **M/s Nextenders (India) Pvt. Ltd.**

   O/o. DS&D Haryana,
   SCO – 09, II nd Floor,
   Sector – 16,
   Panchkula – 134108

   **E - mail:** Chandigarh@nextenders.com

   Help Desk: 1800-180-2097 (Toll Free Number)

   2.4 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt the data and sign the hash during the stage of bid preparation & hash submission. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).

   2.5 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
2.6 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

2.7 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3 Opening of an Electronic Payment Account:
   Tender document can be downloaded online. Bidders are required to pay the tender documents fees online using the electronic payments gateway service. For online payments guidelines, please refer to the Home page of the e-tendering Portal https://haryanaeprocurement.gov.in.

4 Pre-requisites for online bidding:
   In order to bid online on the portal https://haryanaeprocurement.gov.in, the user machine must be updated with the latest Java. The link for downloading latest java applet is available on the Home page of the e-tendering Portal.

5 Online Viewing of Detailed Notice Inviting Tenders:
   The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at https://haryanaeprocurement.gov.in.

6 Download of Tender Documents:
   The tender documents can be downloaded free of cost from the e-Procurement portal https://haryanaeprocurement.gov.in.

7 Key Dates:
   The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

8 Bid Preparation (Technical & Financial) Online Payment of Tender Document Fee, eService fee, EMD fees and Submission of Bid Seal (Hash) of online Bids:

8.1 The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee can be made by eligible bidders/ contractors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT.

   The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

8.2 The bidders shall upload their technical offer containing documents, qualifying criteria, technical specification, schedule of deliveries, and all other terms and conditions except the rates (price bid). The bidders shall quote the prices in price bid format.
8.3 Submission of bids will be preceded by submission of the digitally signed & sealed bid (Hash) as stated in the time schedule (Key Dates) of the Tender.

NOTE:-

(A) If bidder fails to complete the Online Bid Preparation & Submission stage on the stipulated date and time, his/hers bid will be considered as bid not submitted, and hence not appear during tender opening stage.

(B) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal https://haryanaeprocurement.gov.in.

(C) For help manual please refer to the ‘Home Page’ of the e-Procurement website at https://haryanaeprocurement.gov.in, and click on the available link ‘System Requirement” to download the file.

Executive Engineer/GS,
for Chief Engineer/PTPS,
HPGCL, Panipat.
GENERAL INSTRUCTIONS FOR TENDERER

Pre Qualifying Requirements (PQRs) / Eligibility Conditions for the tenderers:

1. The tender of only those bidders shall be considered who will produce documentary proofs in support of following qualifying criteria:

   (a) Tender of those firms/Bidders will be considered who have successfully executed requisite/similar type of work i.e. Hiring of Vehicles in HPGCL/NTPC/any SEBs/any PSUs/any Corporations/Central Govt. /State Govt. / Semi Govt./ or in any thermal/Hydel plant Public Sector undertakings of Central Govt./State Govt./SEBs/Corporations/ or any other reputed thermal / Hydel Plant and have average annual turnover and other eligible conditions as given below:

   - Single order of value not less than Rs 35 Lacs during the last 5 years ending 30-09-2017. OR
   - Two orders of value not less than Rs 22 Lacs each during the last 5 years ending 30-09-2017. OR
   - Three orders of value not less than Rs 17.50 Lacs each during the last 5 years ending 30-09-2017.

   ➢ Firm should have average annual turnover of Rs. 44 lacs during last three consecutive financial years ending 2016-17.
   ➢ The transporter /firm will submit the copy of work order and performance certificate or repeat work orders from the same firm/Bidder.
   ➢ Bidder to have minimum 1-year experience of ARC of providing of vehicles in any Thermal / Hydro Power Station / NTPC / Electricity Boards / Govt. Organization / PSUs in the preceding 3 years.

Note: -

- The firm/Bidder should submit authentic supporting documents for proving its credential. Original documents may be asked for verification at the time of finalizing the tender.
- A certificate to the effect that the tenderer is not black listed from any Public Sector undertakings of Central Govt. / State Govt./SEBs/Corporations has to be furnished by him.
- A committee nominated by HPGCL shall evaluate all the bids for fulfillment of qualifying criteria.
- Decision of the HPGCL regarding fulfillment of pre-qualification requirement shall be final and binding upon the bidders.

2. Before uploading the tenders the instructions may be read carefully regarding submission of tender. If any bidder finds discrepancies or omissions in the tender documents or is in doubt as to the true meaning of any parts, he shall clarify same from tender issuing office in writing before the due date of submission of the bid.

3. The “Application for Bidding” along with the “Terms and conditions of the contract and its all Annexure should be uploaded duly filed up completely and signed on each page by the tenderer online. Work offered should be strictly according to the specifications of scope of work and to the terms & conditions of the NIT. Unless a deviation from the specifications and terms and conditions given in NIT is pointed out.
by the tenderer specifically, it will be presumed that offer/ Tender conforms to the specifications and terms and conditions as laid down in NIT.

4. The tenderers shall upload their tender in two parts- the first part containing documents for qualifying criteria, technical specification, and all other terms and conditions except the rates (price bid), and the second part containing the rates (price bid) quoted for each item as well as other related terms like service tax/GST etc.

5. All tenders received against this enquiry irrespective of whether they are from the approved contractors on the registered list or others, shall be considered, provided they are on the prescribed form and in accordance with the Qualifying as well as other tender conditions and specifications.

6. Unless exempted specifically, tenders not accompanied with the prescribed EMD/Cost of Tender shall be rejected. EMD/Cost of Tender shall be in the prescribed mode of payment as asked in the NIT; otherwise, the tender shall be liable to be rejected.

7. The validity of the tender/offer shall be for 120 days from the date of opening of the price bid:-

   The rate negotiations could be held up to L3 bidder, if the difference between the L1 quoted rates and those quoted by L2 and L3 is within 5% of L1 quoted rates. In case where the L1 bidder refuses to further reduce his offered price and L2 or L3 bidders come forward to offer a price which is better than the price offered by L1 bidder, the bidder whose price is accepted becomes L1 bidder. However, in such a situation, the original L1 bidder shall be given one more opportunity to match the discounted price. In case of acceptance, he would be treated as L1 bidder.

8. No deviation shall be allowed. However, in case of deviation of taxes etc. the same be loaded for comparison purpose.

9. The bidders/ contractors shall observe the highest standards of ethics during the submission of tender, procurement and execution of the contract. In case of evidence of cartel formation by the bidder (s) EMD is liable to be forfeited.

10. The bidder shall bear all costs including bank charges, if any, associated with the preparation and submission of his bid, and HPGCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

11. CE/PTPS, HPGCL, Panipat reserves the right to cancel the NIT or to change qualifying requirement or to reject any or all the tenders so received without assigning any reason 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.

12. The bidders shall supply partnership deed in case of partnership firm/Bidder and Memorandum of Association and Article of Association in case of a company.

13. The Vehicles deputed by the bidder will abide by all the laws, instruction & pollution norms in the NCR region (Panipat) as governed / directed by Transport Department Haryana & MORTH.

14. Selection preference of the tendered work may be allotted as per policy of the State Government to the Industrial Units located in Haryana on the lowest valid rates if tender so claim with requisite documents evidence.

15. Purchaser reserve the right to cancel the NIT or to change qualifying requirement or to reject any or all the tender so received without assigning any reason.

16. The tender Documents can also be seen from HPGCL website www.hpgcl.org.in.

Executive Engineer/GS,
for Chief Engineer/PTPS,
HPGCL, Panipat.
SCOPE OF WORK

A. Hiring and operation of Maruti Ciaz (Commercial / Taxi Permit), BS-IV, not older than 2017 model car on monthly basis 24 hrs duty for use of SE’s and FA&CAO at PTPS, Panipat as per official requirement in Haryana and outside Haryana- 09 nos.

1. The contractor shall provide Nine no. Maruti Ciaz commercial / Taxi Permit vehicle on monthly basis.
2. The vehicle shall be available for duty as per disposal of the officer-in-charge. However weekly rest as per the direction of officer in charge will be provided to the contractor.
3. Vehicle should be in good condition & driver should have own mobile phone to help the executives to locate or to give necessary instructions in case of any urgent work or emergencies. All expenses of the usages of mobile phones shall be borne by the contractor.
4. Arrangement of stay of driver shall be in scope of contractor.
5. The vehicle shall be kept neat & clean by the driver all the time.
6. The colour of vehicle must be WHITE.

(B) Hiring and operation of 1 no. 7 seater Scorpio/Bolero/Tata Sumo (Commercial / Taxi Permit), BS-IV, not older than 2017 model on monthly basis 24 hrs duty at PTPS, Panipat

1. The vehicles can be sent anywhere on day to day basis as per official journeys in Haryana & in nearby state viz. Chandigarh, Punjab, Delhi, and Rajasthan etc as per requirement of PTPS.
2. The vehicles shall remain at the disposal of Engineer-in-charge for moving locally between various locations of Plant and Panipat.

Note:

- The Vehicle shall be kept neat & clean by the driver all the time and passenger’s seat should be comfortable.
- Vehicle will be made available for all the 365 days in a year. The contractor shall make alternative arrangements for the drivers when on rest or on leave and for the vehicle when on servicing or under repairs due.
- The vehicle should be Regd. as Public Transport / Taxi / Commercial with Registered Authority and will abide by all the laws/instruction as governed by Transport authorities.
- Arrangement of stay of Driver shall be in the scope of contractor.
- The daily log book of the vehicle will be filled by any of the officers/officials who will travel in the vehicle and will be counter checked by the Vehicle officer In-Charge.
- Driver deputed with the vehicle should be of good character and antecedents, well behaved and neatly dressed in uniform along with name plates and should be in possession of valid driving license.
- The first aid box with necessary medicines shall be provided in the vehicle by the contractor at his own cost.
- The vehicle should be provided with Stepney, tools, spares and necessary consumable while driving.
- The vehicle shall be chauffeur driven.
- The contractor will provide Mobile-Phone-Connections to all the its Drivers employed on the vehicles so hired on fixed monthly basis besides keeping one with him to help the Executive to locate or to give necessary instructions in case of any urgent work or emergencies. All expenses, for providing the Mobile Phones including rental and maintenance etc, whatsoever, shall be borne by the contractor.
- The vehicle shall be equipped with GPS system as per latest Govt. Instructions.
- Residential accommodation in the colony shall be provided on chargeable basis, if required by the contractor.

XEN/GS Division,
For Chief Engineer/PTPS,
HPGCL, Panipat.
RATE QUOTING SHEET (PRICE BID)

Hiring and Operation of 9 no. Maruti CIAZ and 1 no. 7 Seater Scorpio/Bolero/Tata Sumo etc with AC, BS-IV, model not older than 2017 having commercial permit on monthly chargeable basis for use at PTPS, Panipat. All the Vehicles shall be deployed for exclusive use of PTPS Panipat on 24 hrs basis for 365 days of the year.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description of work</th>
<th>Unit</th>
<th>Lump Sum Rates (in Rs.) to be Quoted per month per vehicle.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Hiring and Operation of 9 nos Maruti CIAZ (Commercial / Taxi Permit) BS-IV, not older than 2017 model car on monthly basis 24 hrs duty for minimum 2500 KM as per scope of work as per Annexure-D at PTPS, Panipat.</td>
<td>Per Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Rate beyond 2500 Km for ‘A’ above.</td>
<td>Per Km</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Hiring and Operation of 1 no. 7 seater Scorpio/Bolero/Tata Sumo (Commercial / Taxi Permit) BS-IV, not older than 2017 model on monthly basis 24 hrs duty for minimum 2500 KM as per scope of work as per Annexure-D at PTPS, Panipat.</td>
<td>Per Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Rate beyond 2500 Km for ‘B’ above.</td>
<td>Per Km</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
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</tbody>
</table>

GST: ----------------------------------------------------------------------------------------------------------------------------------

**NOTE:-**

1. The Hiring rates shall be lump-sum per vehicle per month covering all expenses toward running and maintenance of vehicles, cost of consumables/ lubricants, insurance, *permit fee* and other charges including the salary, uniform, overtime/ dues etc. of drivers, but exclusive of GST and should be according to carry out scope of work as per Annex-D. If Hiring charges quoted by the firm is inclusive of GST, then it should be clearly mentioned.

2. The toll tax and parking fees as applicable from time to time shall be paid extra by HPGCL on production of actual deposit receipt to the concerned authority.

3. The rates shall remain FIRM during the contract period. No escalation or price variation or any other extra payment what so ever and on any account shall be made/ allowed irrespective of any fluctuation in the prices / taxes or labour / material or even in wages of the drivers/conductors etc.

4. The rate should remain valid for at least 120 days from the opening of PART–II (Price Bid) of tender.

5. L-1 bidder shall be considered, on the basis of lump-sum rates quoted for first 2500 Km plus per KM rate quoted on 500 KM (for calculation purpose only) beyond 2500 KM for each category individually A & B after incorporating all taxes.

Signature of the contractor
Name
GENERAL TERMS & CONDITIONS

The following terms and conditions of contract must be read carefully by all the tenderers/contractors, signed on each page in token of having accepted the same and is essential to be uploaded along with the part-I (technical-bid) of the tender, failing which the Part-II (PRICE-BID) of the tender shall not be opened and tenders are liable to be rejected:

1) Contract Agreement

The contractor shall execute a contract agreement with HPGCL on a Non Judicial Stamp Paper of appropriate value within 07 days of receipt of work order.

2) Rate/ Contract Price

- Rate shall be quoted by the bidder, strictly as per rate quoting sheet and the agreed contract price shall remain firm during the currency of the contract. 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 the quoted prices are inclusive of all such statutory taxes/levies.
- The hiring rates shall be lump-sum per vehicle per month covering all expenses toward running and maintenance of vehicles, cost of consumables/lubricants, insurance, permit fee and other charges including the salary, uniform, overtime/ dues etc of driver.
- The hiring rates of Vehicles shall remain same during the contract period. No escalation or price variation or any other extra payment whatsoever and on any account shall be made/ allowed irrespective of any fluctuation in the prices / taxes or labour / material or even in wages of the drivers/conductors etc.

3) Earnest money and Security Deposit:

Every tender while submitting his tender, shall deposit the earnest money specified in the NIT by way of demand drawn in favour of the Sr. Accounts Officer, PTPS, payable at Panipat or by cash deposit. The payment can be made by RTGS also. In case of RTGS proof of deposit of Earnest Money containing UTR number etc. Duly certified by the bank shall be submitted. Earnest money deposit shall necessary accompany the sealed tender in separate envelope, without which the tender shall be rejected forthwith.

The earnest money furnished by the successful tenderers on whom the work order is placed shall be converted into security deposits as a guarantee for faithful and satisfactory execution of the work order.

(The EMD of the unqualified bidders will be returned without any interest, as promptly as possible, within 30 days after declaration of qualification result and that of unsuccessful bidder within 15 days of the execution of the contract with the selected bidder) :-

| 10% amount of the monthly running bill shall be kept as security deposit. However, the EMD already deposited by the bidder shall be converted into the security deposit and the balance amount shall be deducted from the running bill. |

The security deposit of the contractor shall be retained by HPGCL for faithful execution of the work order.

Security deposit shall be released only after completion of the entire period of the contract and after completion of 30 days of Guarantee / Warranty period, on the certificate of Engineer In-Charge / EIC for successful completion of Guarantee / Warranty period and submission of requisite documents like last EPF / ESI return by the contractor. No interest shall be paid on EMD / Security Deposit for the period it remains deposited with HPGCL.

The earnest money /security deposit shall be forfeited in part or in full under the following circumstances:

i) If the tenderer withdraws his tender at any stage during the currency of validity period.
ii) If the W.O. has been issued but the contractor refuses to comply with it irrespective of the fact that HPGCL sustains any loss on account of such default or not.
iii) In the event of a breach of contract in any manner.
iv) In case of evidence of cartel formation by the bidder(s).
v) 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 EMD/security deposit furnished by the contractor.
vi) The forfeiture of EMD/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.

4 Payment Terms:
100% payment after deducting 10% security deposit and statutory deductions, of the monthly running bill shall be made after submission of bill in duplicate.

5. Mode of payment:
Payment shall be released by the Sr. Accounts Officer /Accounts Officer, PTPS, Panipat through RTGS/NEFT.

6. COMPLETION PERIOD:
The work shall be started within 7 days of issue of LOI / Work Order, whichever is earlier unless otherwise directed by the issuer of tender. The work shall be carried and completed on month to month basis, as per the requirement of the contract.
   The contract shall remain in force for a period of one year from the date of starting of the work. However, HPGCL reserves the right to extend the period of the contract for another three months on the same rates, terms and conditions.
   i. The whole Work order or any part of it can be short closed at any time during the contract period with a notice of 15 days.
   ii. The number of vehicles can be increased / decreased as per requirement of the PTPS during any time of the contract.

7. Risk and Cost
In case the contractor fails to fulfill the contractual obligation, the work shall be got done from some other agency at the risk and cost of the contractor. It shall be without prejudice to the right of HPGCL to recover any further amount or any liquidated and/or other damages.

8. Penalty for delay:
   • If the alternate vehicle in good condition is not provided within 7 days from the date of issue of LOI, then a penalty of Rs.2000/- per day, per vehicle shall be levied.
     (a) The contractor shall have to obtain necessary gate passes for the vehicles as well as for the drivers for entering into the Plant Area.
     (b) In case of any vehicle is found moving in the plant area without any gate pass or permission of the Officer-In-Charge, a penalty amounting to minimum of Rs.500/- for each occasion, shall be imposed.
   • The drivers will ensure that the speed limit of 30 Kms /hour is strictly implemented in the plant/colony area. If it is found that any of the vehicles is being plied beyond the said limit, then a fine of Rs.500/- will be imposed on each occasion.
   • The contractor has to maintain the timings strictly. The late arrival of the vehicles shall be viewed seriously and a penalty of Rs.500/- will be imposed on each occasion.
   • During the contract period if any of the vehicles is seized / detained / impounded by the Police, Transport Officials or any other Authority for any reason, whatsoever, it will be at the sole risk and responsibility of the contractor, who shall immediately provide another vehicle in good condition to meet out the emergency, otherwise a penalty of Rs.1500/- per day will be imposed.
   • In case any of the vehicle fails to report on duty or comes to halt during out station journey due to break down or otherwise, the contractor shall be responsible to provide alternate vehicle within two hours, otherwise HPGCL will be within rights to make alternate arrangement at the risk and cost of the contractor in addition to imposing the penalty as mentioned above.
   • Misbehavior by the Driver and not parking of the vehicle at the assigned place or not obeying the instructions of the Officer-In-Charge, will be viewed very seriously and the Corporation reserves the right to impose any penalty as may be deemed fit in such cases, which will be recovered from the contractor from his monthly bills. In case it is found that the driver attached to the vehicle is causing any nuisance and is not suitable, the contractor will have to terminate/replace the driver immediately on the instructions of the Officer-In-Charge and the terminated driver shall not be taken back on duty at any stage without the prior permission of Officer-In-Charge.
   • In case of the breakdown of the vehicle or any repair work, after its reporting for duty, the contractor shall be responsible to provide alternate vehicle within two hours. In case of non availability of suitable vehicle, the penalty of Rs. 500/- per instance may be imposed. If the period of breakdown is more, the penalty of absence shall be Rs.100/- per hour of absence maximum to Rs 1500/- per day.
- A penalty of Rs.200/- per day for non wearing of prescribed uniform by the driver will be imposed.
- If the vehicle as per specifications are not provided within one month from the date of issue of LOI, then a penalty of Rs.5,000/- per month or part thereof per bus shall be levied.

9. Documentation:

The contractor and the Executive-in-charge of the work shall ensure the following document before forwarding the bill of the contractor to the accounts wing for pass and payment to avoid delay in payment of the contractor:

i) Contractor shall submit monthly bill in duplicate to the executive in-charge along with the following:
   a) The bill should be on the contractor’s ESI code, Service Tax number/GST. A photocopy of PAN, TIN, EPF Code, ESI Code, Service Tax Number/GST, Labour license Pan shall be attached with the 1st bill for reference and record.
   b) Self attested copy of the deposit Challans of EPF & ESI contribution, labour welfare fund deposited by the contractor for the labour engaged for the work duly validated with dossier of workers and their account number in appropriate prescribed Performa.
   c) Self attested copy of the attendance sheet, wages register and evidence of wage payment.

ii) The bill of the contractor along with the annexure submitted by the contractor at i.) above, should be approved and verified by the officer in-charge for gross value as well as net payable value and accompanied with the certificates/ documents mentioned at iii and iv below.

iii) Certificates from the Engineer In-charge that, a) Work has actually been done as per the contract and to the entire satisfaction of EIC.
   b) The copy of the EPF Challan, ESI Challans etc. submitted by the contractor pertains to the labour deployed at site and none of the worker has been excluded there from.
   c) The record entry of the work done has been taken in the small measurement book (SMB) at page no.________ dated __________
   d) No penalty is leviable on the contractor on any account as per the contract if leviable the amount of penalty is _____________.
   e) Copy of protocol and certificate for stage payment, if required.

iv) Certificate from Labour Welfare Officer/ Factory Manager stating that contractor has compiled will all labour laws and safety clearance certificate from safety officer. In case of non availability of Labour Welfare Officer/Safety Officer, from EIC.

v) The contactor should have its own EPF, ESI & Service tax number/GST and shall produce the copy of same or submit the affidavit to take the EPF & ESI, Service tax/GST registration before allotment of the work/Bidder.

10. PERFORMANCE BANK GUARANTEE:

Not Applicable.

11. WARRANTY

Not Applicable.

12. FORCE MAJEURE

The delay in completion of work may be treated as force majeure to the contractor only if:-

a. The delay is resulted from any causes arising out of compliance with regulations, orders or instructions of the Central or State Government, acts of God, acts of Civil & Military authority, fires, floods, strikes, lock-outs, freight embargoes, war risk riots and civil commotion.

b. The contractor’s request for extension of the delivery period along with all necessary evidence comes, before the expiry of the schedule date(s) of delivery.

13. IDLE LABOUR CHARGES

Not applicable.
14 **OVER RUN CHARGES**

No overrun charges shall be paid in the event of the completion period being extended for any reasons.

15 **WATCH & WARD**

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

16 **FACILITIES TO BE ARRANGED BY CONTRACTOR**

The contractor shall make his own arrangement for providing all facilities like lodging, boarding furniture and transportation etc., for his driver engaged by him for the job.

17 **STATUTORY DEDUCTIONS**

Statutory deduction on account of Income Tax, Works Tax & Sales Tax etc. including surcharge shall be made at source from the bills of the contractor at the prevailing rates.

18 **FACTORY ACT/MINIMUM WAGES ACT/INSURANCE ACT/ EPF ACT ETC.**

Strict adherence of various applicable 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 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. EPF /ESI contributions will be deposited by the contractors in his own EPF/ESI code no. in the respective account of the workers. The contractor will submit the copy of EPF challan to the Labour Welfare Officer, at the time of 90% payment along with corresponding list of workers.

The contractor shall make the payment of wages to its labour in their saving account only. Documentary evidence thereof shall be submitted alongside with the running bills.

19 **INSURANCE OF 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 workman compensation Act. The contractor may obtain W.C policy from the Insurance Company for the persons employed by him for carrying out the work. The premium payable for 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 L.O.I, but before the starting of work.

20 **SAFETY RULES**

A firm shall be to comply with all the provisions of safety rules. The chief Safety officer may impose penalty of Rs. 200/- per day per head if the workers of contractor 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. If any action is initiated by Chief Inspector of Factories, Chandigarh or any other authority against occupier/factory manager of any other authority of HPGCL in case of any fatal/non fatal accident or any other violation of factory act, 1948, Pb. Hr. Factory rules, 1952 or any other industrial or labour act, the contractor shall be liable for the same and also to deposit the amount of fine/penalty if any. In case of default action as deem fit shall be initiated against the contractor. A safety clearance certificate on quarterly basis for the chief safety officer shall be obtained by the contractor and has to be attached along with the bill.

This office reserves the right to claim adequate compensation from the contractor on account of any damage caused to the plant & equipment handed over to him for execution of the work, due to careless handling or negligence on the part of the contractor.

21 **ARBITRATION**

All matters, questions, disputes, differences and /or claims arising out of and/ or concerning, and / or in connection with, an / or in consequence of ,or relating to the contractor whether or
not obligations of either of both the Supplier and the Corporation under that 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 any 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 contract is subject to the jurisdiction of Panipat Court only.

22 **LAWS GOVERNING CONTRACTS**

All contracts shall be governed by the laws of India for the time being in force.

Irrespective of the place of delivery, place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.

Jurisdiction of Courts-The courts of the place form where the acceptance of tender has been issued shall alone have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract.

23 **SET OFF**

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

24 **SUBLETTING AND ASSIGNMENT**

The supplier shall not, sublet, transfer or assign the contract or any part there of or interest therein or advantage thereof in any part thereof in any manner whatsoever without prior consent of the purchaser.

XEN/GS Division, for Chief Engineer/PTPS, HPGCL, Panipat
SPECIAL TERMS & CONDITIONS

1. Forfeit of Security
   • If the contractor fails or neglects to perform under the contract, it shall be lawful for the HPGCL (in its absolute discretion) to forfeit either in whole or in part of the security deposit in addition to the Earnest Money so furnished /deposited by the contractor.
   • The forfeiture of the Security Deposit as well as Earnest Money shall be without prejudice to the right of HPGCL to recover any further amount or any liquidated and/or other damages under payments or overdue payments made to the contractor under this contract or any other contract.
   • No interest of any kind and or any account whatsoever whether on the security deposit earnest money or any depreciation in value or on any overdue payment, shall be paid.
   • The firm/Bidder to whom the work is awarded will have to provide the vehicle as per annexure-D within 30 days from date of issue of LOI. Till then alternate vehicle of good condition of same or more seating capacity will be provided by the firm within 7 days from the date of LOI as per requirement.

2. Termination of contract:
The Corporation (HPGCL) reserves the right to terminate the contract or any part of it at any time after giving 15 days notice.

3. Essential Requirements:
   • The contractor must provide the vehicles duly registered as per motor vehicles Act under Commercial Permit anywhere in Haryana and having pollution control certificate.
   • The vehicles to be provided should be of model not older than 2017 and well maintained in good road worthy condition.
   • Documents of vehicle: The contractor shall produce before the Officer-In-Charge all the requisite documents and the vehicles which he intends to ply, for inspection, verification and approval before their placement on duty.

4. RESPONSIBILITIES OF THE CONTRACTOR:
   a. The firm/Bidder will provide the alternate Vehicles in good condition within 7 days of the issue of “LETTER OF INTENT” and Vehicles as per the specifications shall be provided within 30 days from the date of LOI.
   b. If the contractor fails to take the work in hand within the stipulated period OR if his services are found to be unsatisfactory at any stage, HPGCL will be entitled at its option to get the same executed from some other agency at his risk and cost besides forfeiting the Earnest Money as well as Security Deposit and to take the legal remedies to recover the balance amount, if left.
   c. The contractor shall be responsible for all the risks involving liabilities and obligations arising out of this contract and under pay provision of law in force from time to time.
   d. The drivers deputed with the vehicles should be of good character and antecedents, well behaved and neatly dressed and should be in possession of appropriate valid Driving License with minimum one year experience. The proof of present and permanent address including a copy of the License and other documents of each driver along with all requisite documents of each vehicle shall be submitted by the contractor before the work is taken in hand.
   e. (i) The contractor will also certify in advance before the start of work that no vehicle is registered in the name of the serving employees of the HPGCL.
   f. In case the above certificates are found incorrect at any stage, HPGCL has the right to impose any penalty including termination of the contract.
   g. (i) Drivers engaged for rendering the services under this contract, shall be the employees of the contractor for all intents & purposes and shall have no claim/right on HPGCL. The contractor will keep the Corporation and its officers indemnified from and against any claim/liability by any such person.
   h. The contractor shall obtain an undertaking on Non-Judicial Stamp Paper of proper value duly signed and witnessed by him under his seal from the individual driver that they will not claim any employment from HPGCL and all the disputes will be settled by their contractor who has engaged them.
   i. The contractor shall furnish an undertaking on N.J.S.P. of appropriate value to the effect that he shall comply with all the acts, Laws or Regulations as may be applicable with regard to performance of work, including but not limited to the Minimum Wages Act, contract Labour (Regulation and Abolition) Act, ID Act, Shops and Establishment Act, Factory Act, Workmen Compensation Act etc. from time to time and take such
steps as may be directly responsible for any dispute arising between him and his drivers/ workers and keep the company indemnified against all losses, damages and claims arising there From (the contractor) shall pay minimum wages as prescribed by the State/Central Govt. to all his operating crew and shall be responsible for fulfilling the rather. Further the statutory provisions of all the aforesaid acts including Employees Provident Fund Motor Vehicle Act, Bonus Act, Gratuity Act and other industrial enactments at his own risk and cost in respect of all the drivers /staff employed by him. If due to any reason, whatsoever, the HPGCL is made liable; it shall be recovered by the HPGCL from any pending dues of the contractor.

j. In case the pending dues are less than the liability, then the balance shall be deposited by him (the contractor).

k. Comprehensive insurance policy - The vehicles deputed will have comprehensive insurance cover inclusive of the driver and other passengers and the HPGCL shall not be responsible for any damage, whatsoever, to the vehicle or its driver/passengers or third party. As such the adequate insurance of appropriate value should be arranged to cover the risk of injuries/death of the driver / passengers.

l. The contractor shall have to obtain necessary gate passes for the vehicles as well as for the drivers for entering into the Plant Area.

m. The contractor shall obtain all the necessary permits from the RTO or any Govt. or Municipality or any other Authority that may be required in connection with the hiring of said vehicle(s) at his cost. The contractor shall, however, indemnify the HPGCL from any claim, whatsoever from Statutory Authorities.

n. The contractor shall be an independent entity engaged to produce the required results and compliance with all the laws and regulations.

o. Consumables - The time to time maintenance of vehicles including all spares, consumables and lubricants will be the responsibility of the contractor.

p. Counting of distance will be from the starting point of the user and closing at the completion of the travel. The distance covered in each way between user delivery address and the garage /normal parking place will be allowed on actual basis or 2 Km whichever is less.

q. HPGCL reserves the right to claim adequate compensation from the contractor on account of any damage caused to the human or the equipment/machinery due to negligence or careless handling of the vehicle by the driver or the contractor.

r. Any injury/accident to drivers or to any other person due to lapse on the part of the drivers shall be the responsibility of contractor.

s. The contractor will deposit the ESI contribution of the drivers and the receiving challan shall be attached with the monthly bill along the wages sheet of drivers/conductors.

t. The vehicle should be parked at specified location and contractor shall be sole responsible for safety of vehicle.

u. Address verification- The signatures of the tenderer along with temporary and permanent addresses on the Non Judicial Stamp Paper of proper value duly attested by the 1st class Executive Magistrate or the Notary Public shall be submitted by the firm.

5. **Accuracy of meter** - The meter of the vehicle can be checked by the authorized officer of HPGCL and reserves the right to get the meter calibrated or checked at any time at his sole discretion and in the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, and any other panel action as decided by HPGCL may be taken. The cost of calibration / testing will be borne by the contractor.

6. **Partnership** - The requisite attested copy of the registered partnership deed along with a certificate from each partner shall be supplied.

7. If any of the tenderer is working in the partnership then the attested copy of the registered Partnership deed has to be submitted along with a certificate by each partner that they are not the partner in any other firm(s) which is applying for this contract.

8. **Tax Liability:**
   - The income tax at the prevailing applicable rates under the income Tax Act shall be deducted at source on the gross amount of the monthly running bills.
   - Firm shall deposit toll tax, parking fee at the rate as applicable. However, same shall be reimbursed on production of actual deposit receipt.
   - The firm should be registered under GST as per Govt. norms.
9. Indemnification: The contractor shall indemnify HPGCL from any mishap if vehicle on road or from any other dispute or liabilities of vehicle during tenure of contract.

10. Uniform – The contractors will provide the uniform to their drivers, on the cost of contractor as per instructions of HPGCL. This shall be worn by them all the time while on duty. The colour will be grey or sky blue.

XEN/GS Division,
for Chief Engineer/PTPS,
HPGCL, Panipat.
INSTRUCTIONS FOR TENDERERS

All contractors/ tenderers must carefully observe the following instructions. The offers/tenders not accordance with these instructions, are liable to be rejected:

1. The rates quoted by the tenderer should be very competitive and as prevailing in the market and should be firm/Bidder and lump sum per vehicle per month exclusive of all taxes/duties/levies etc.

2. The rates should be quoted only on the prescribed RATE-QUOTING-SHEET attached with the tenders.

3. No interest of any kind, whatsoever and on any account shall be paid by HPGCL.

4. The tenders/offers will be received and opened on the date and time as prescribed in the Notice-Inviting Tender. In case the date of receipt/ opening happens to be a holiday or is a subsequent declared holiday on that day then the next working day shall be treated as due date.

5. The period of contract can be extended for another three months beyond one year on the same rates, terms and conditions at the sole discretion of the HPGCL.

6. Reserves the right to modify the tenders as a whole or in parts.

7. Reserves the right to accept or reject any or all the tenders without assigning any reason.

XEN/GS Division,
for Chief Engineer/PTPS,
HPGCL, Panipat.
LABOUR LAWS

1) Registration of Establishment (PTPS) and obtaining the Labour License/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 Contractor must be on the list of Contractors otherwise he (contractor) will not get Labour License/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 included in the said list.

Further after the needful, the contractor will be under obligation to obtain labour license/ its renewal under Section 12 of ibid 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/ DC Rates, Panipat/ UHBVN Rates, Panchkula as and where applicable and follow revisions 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 the work or authorized representative of the contractor for checking/ inspection as and when required by the officer In charge of PTPS authorities or Labour Department, Govt. of Haryana. Non maintaining/ non production of the above Registers /Forms, under Section- 23 – 24 of the ibid 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 shall be employed by the contractor on his allotted works.

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, 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, Employee Provident Fund Act-1952, Payment of Wages Act-1936, Minimum Wages Act-1948, Contract Labour Act (R&A , 1970) Workmen compensation Act 1923 and others rules and regulations as framed by the Central/ State Govt. in this regard from time to time.

(B). The contractor shall also specify in the 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 the 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 payments bills or through court of law.

(C) Besides the above, the contractor shall obtain an affidavit on the NJSP 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 __________ Work Order No. __________ dated ______ and all the disputes, 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 above 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 wages 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 deposited the same with the EPF Department with 1.61% administrative charges in their allotted EPF Code up to 15th of due month failing which interest and damages will be charged,. Copy of the deposit challan alongwith ECR for 25.61% as mentioned above shall be submitted along with running bills in the office of officer in charge of the work by the contractor. 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 officer in-charge of work / Accounts Branch/CLWO and only after that the security of the firm will be released.
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.23000/-, 1.75% contribution is deducted from the 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 contractors will get their ESI Code.

   It is also responsibility of the contractor to get the facilities as provided under ESI scheme, extended to their workers viz. issuance of ESI Cards, filing 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 the 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 Govt. Labour Department Gazette Notification dated 12th April, 2012 with latest amendment, the contractors are required to deduct Labour Welfare Fund @ Rs10/- 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.

   
   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 alongwith ECR and ESI Challan alongwith its contribution details at the time of 90% payment to CLWO. The EPF contributions will be deposited by the contractor in his own EPF code no.

10 INSURANCE OF 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/CLWO immediately after issue of LOI, but before the start of work. Payment against the work done will not be released to the contractor until and unless the contractor submits photocopy of Insurance cover. This is mandatory for all the contractor's workers who are not covered under ESI, while working in PTPS premises.

11.) The labour clearance certificate from CLWO, PTPS, Panipat is to be attached along with the bill.

Executive Engineer/GS,
for Chief Engineer/PTPS-2,
PTPS, HPGCL, Panipat.
STATEMENTS OF BIDDERS

NIT No. 21-2017/V-206/GS

1. Name of Bidder ________________________________
2. Address of Head Office ________________________________
3. Correspondence Address ________________________________
   ________________________________
4. Legal status
5. PAN & TIN Number of the Bidder (attached self attested photocopies)
   PAN ____________________________ TIN ____________________________
   CST No. ____________________________
6. Bank Details (attached signed cancelled cheque)
   i)  Bank Name & Address
   ii) Bank Account Number
   iii) Bank Branch Code
   iv)  IFSC Code of Branch
   v)   Nature of account (current/saving/OD/CC)
7. Any other

Signature & Stamp of Bidder

Name & Designation of Authorized Bid Signatory ____________________________
Acceptance Certificate

I__________________________________ Designation __________________________

Of (Name of the Company) ___________________________________________________
_________________________________________________________________________

Here by accept the terms and conditions given on page No. 1 to 25 of the tender document (NIT no. 21-2017/V-206/GS)

For M/s ____________________________