E-TENDER DOCUMENT

FOR

Hiring and Operation of 7 Nos. 52 Seater Buses (Model not older than year 2011) for transportation of families and school/college going children from RGTPP Colony, Khedar to Barwala, Sarsaud, Hisar City & back at RGTPP, Khedar, Hisar.

NIT No. 16/RGTPP/M&P-785/2017-18
Dated 12.05.2017

XEN/Mtc. & Plg.
FOR CHIEF ENGINEER/RGTPP,
RAJIV GANDHI THERMAL POWER PLANT,
HPGCL, KHEDAR, HISAR.
Tel. & Fax no.- 01693-250451
NOTICE INVITING E-TENDER

E-tenders in two parts are invited on behalf of CE/RGTPP, Haryana Power Generation Corporation Limited (HPGCL) Khedar, Hisar from eligible parties, for the work as under:

<table>
<thead>
<tr>
<th>Tender Enquiry No.</th>
<th>NIT No. 16/RGTPP/ M&amp;P-785/2017-18, Dated: 12.05.2017</th>
</tr>
</thead>
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<tr>
<td>Description of Work</td>
<td>Hiring and Operation of 7 Nos. 52 Seater Buses (Model not older than year 2011) for transportation of families and school/college going children from RGTPP Colony, Khedar to Barwala, Sarsaud, Hisar City &amp; back at RGTPP, Khedar, Hisar.</td>
</tr>
<tr>
<td>Earnest Money</td>
<td>Rs. 4,05,500/- (Rupees Four Lacs Five Thousand Five Hundred only)</td>
</tr>
<tr>
<td>Period of Contract</td>
<td>Two years (extendable up to another three months)</td>
</tr>
<tr>
<td>Start date and time of tender uploading</td>
<td>12.05.2017, 13:00 hrs.</td>
</tr>
<tr>
<td>Last date for submission of online tender</td>
<td>01.06.2017</td>
</tr>
<tr>
<td>Due date &amp; time of opening of Technical bid (Part-I)</td>
<td>01.06.2017, 15:00 hrs.</td>
</tr>
<tr>
<td>Cost of Tender documents (Non-refundable)</td>
<td>Rs. 1150/-</td>
</tr>
<tr>
<td>E-services fees (Non-refundable)</td>
<td>Rs. 1000/-</td>
</tr>
<tr>
<td>Information Regarding Online Payment of Tender Document, eService &amp; EMD Fee</td>
<td>Annexure-I</td>
</tr>
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<td>Instructions regarding e-tendering</td>
<td>Annexure-II</td>
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<td>General Instructions to Bidders</td>
<td>Annexure-III</td>
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<td>Scope of Work</td>
<td>Annexure-IV</td>
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<td>General Terms &amp; Conditions of Contract</td>
<td>Annexure-V</td>
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<td>Special Terms &amp; Conditions</td>
<td>Annexure-VI</td>
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<td>Statement of bidders</td>
<td>Annexure-VII</td>
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<td>Undertaking of Staff Engaged</td>
<td>Annexure-VIII</td>
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<td>Rate Quoting Sheet</td>
<td>Annexure-IX</td>
</tr>
</tbody>
</table>

XEN/Mtc. & Plg.,
For Chief Engineer/RGTPP,
HPGCL, Khedar, Hisar.
Information Regarding Online Payment of Tender Document, eService & EMD Fee.

1. The Bidders can download the tender documents from the Portal: https://haryanaeprocurement.gov.in.

2. The Bidders shall have to pay for the Tender documents, EMD Fees & e-Service 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. For online payments, Home page of the e-tendering portal https://haryanaeprocurement.gov.in may be referred.

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 Lacs 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.

3. The tenderers can submit their tender documents (Online) as per the dates mentioned in the Key Dates at Annexure-II.

XEN/Mtc. & Plg.,
For Chief Engineer/RGTPP,
HPGCL, Khedar, Hisar.
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 Portal i.e. 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.

   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, IInd 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.
2.8. 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.

2.9. 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 ‘How to …?’ to download the file.

2.10. Before submitting 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 part, he shall clarify same from tender issuing office in writing before the due date of submission of the bid. No arguments on this account whatsoever shall be entertained after the last date & time of submission of tenders.

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.

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 tenderers can submit their tender documents (Online) as per the dates mentioned in the following format:

<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>12.05.2017 at 13:00 hrs</td>
<td>01.06.2017 up to 13:00 hrs</td>
</tr>
<tr>
<td>2</td>
<td>Technical Opening (Part-I)</td>
<td>-</td>
<td>01.06.2017 at 15:00 hrs</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Shortlisting of Technical bids &amp; Opening of Price/ Financial Bid</td>
<td>Will be intimated to the firms on their E-mail</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.

If bidder fails to complete the Online Bid Submission stage on the stipulated date and time, his/her bid will be considered as bid not submitted, and hence not appear during tender opening stage.
8. **Bid Preparation (Technical & Financial) Online Payment of Tender Document Fee, eService fee, EMD fees of online Bids:**

8.1. The bidders shall have to pay for the Tender document fee, EMD fees & eService Fee (Rs. 1000/-) 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. For online payments guidelines, Home page of the e-tendering portal https://haryanaeprocurement.gov.in may be referred.

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) in the Part-I (Technical envelope). The price bid shall be submitted in separate part-II format supplied by purchasing authority online. The committee members shall open only the part-I on schedule date of opening of technical bid. As per system settings, part-II cannot be opened on that date.

8.3. The tenders shall be opened on the due date by Tender Opening Committee comprising of Executive Engineer, AE/AEE and a representative of finance / account department not below the rank of Section Officer / Divisional Accountant. The tenders shall be downloaded and print outs taken.

9. If the tenders are cancelled or recalled on any ground, the tender document fees & e-service fee will not be refunded to the agency. However, EMD shall be refunded.

10. Bidder shall ensure that payment shall be made at least 2 days prior to last date of submission of the bid.

11. The bidder can revise his price bid any number of times but only before last date of submission of bid. All previous quotes are deleted & only the latest price quoted is visible to the purchasing authority on date of opening of price bid.

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

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

**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.

XEN/Mtc. & Plg.,
For Chief Engineer/RGTPP,
HPGCL, Khedar, Hisar.
1. **Pre Qualifying Requirements (PQRs) / Eligibility Conditions for the tenderers:**

   The tender documents will only be accepted for those contractors who qualify the following criterion:

   **A)** Bidder to have minimum one year experience of ARC of providing same type of vehicles in any thermal/hydro power station/NTPC/Electricity boards/Govt. organization/PSUs in the preceding three years ending 30.04.2017 having minimum order value as under:

   - Single Order of the value not less than Rs. 71,65,061/-.
   - OR
   - Two Orders of the value not less than Rs. 44,78,164/- each.
   - OR
   - Three Orders of the value not less than Rs. 35,82,531/- each.

   **A)** Bidder must have average annual turnover in last three consecutive financial years ending 31.03.2017 shall not be less than Rs.1,01,38,000/-. 

   **B)** The contractor should have registered under Contract Labour (Regulation & Abolition) Act, 1970 and possesses a valid labour license for deploying the workers on the work or will obtain the same within 15 days of issuance of work order.

   **Note:-**

   a) If the bidder has a supply/work order for a period of more than one year, the period and the proportionate value of the order which have been completed up to 30.04.2017 (duly supported by successful completion/execution certificate for such period/value) shall be taken into consideration for assessing the eligibility criteria.

   b) The firm has to submit the copy of work orders executed by them along with completion/performance certificate or copy of the repeated work orders from the same agency/enterprises/power plant etc. duly attested in support of qualifying condition and as a proof of satisfactory execution of work.

   c) Average Annual Turnover = Sum of the Annual Turnover of preceding three years / 3 (As per audited Accounts).

   d) Other income shall not be considered for arriving at annual turnover.

   e) In case where audited results for the last preceding financial years are not available for determining the average turnover, certification of financial statements from a practicing Chartered Accountant shall be considered acceptable.

   f) Eligibility of the black listed firms to participate in NIT: The firms who have been blacklisted by HPGCL or any other Centre or State Power Utility/ Board or Corporation/ or any other Thermal/Hydro Electricity project shall not be eligible to bid against the NIT of HPGCL, However:-

   i) In case the blacklisting of the firm is for a specific plant and not for the organization as a whole then such blacklisting will not tantamount to ineligibility of the bidder.

   ii) Blacklisting of the firm by any unit of HPGCL shall be considered as ineligibility of the firm at any other project of HPGCL.

   iii) In case any firm was blacklisted for a limited period in past by any organization and presently such blacklisting has removed by such organization then it will not tantamount to ineligibility of the bidder.

   iv) Firm has to certify itself for its eligibility with supporting documents to participate in the NIT stating that it has not been blacklisted by any organization presently, however in case at a later stage such certification found wrong then it will lead to misrepresentation of the facts and the firm shall be treated as blacklisted on this ground and action shall be taken as per regulations of the corporation.

   g) The firm should fill statement of bidders Performa as per Annexure-VII and submit authentic supporting documents for proving its credential. Original documents may be asked for verification at the time of finalizing the tender.

   h) Decision of the HPGCL regarding fulfillment of Pre-qualification requirement shall be final and binding upon the bidders.
2. Conditions of the contract and other information can be had from the office of XEN/Mtc. & Plg. (E-mail: yogesh.bhari@hpgcl.org.in, Telefax No. 01693-250451/08222024666/08222023657) on any working day prior to last date of Downloading of Tender Documents & Bid Preparation.

3. The Tender Document can also be downloaded from HPGCL website www.hpgcl@org.in.

4. The tender will only be submitted on the centralized e-procurement portal i.e. https://haryanaeprocurment.gov.in.

5. Before submitting 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 part, he shall clarify same from tender issuing office in writing before the due date of submission of the bid.

6. The “Application for Bidding” along with the “Terms and conditions of the contract and its all Annexure should be submitted in duplicate duly filled up completely and signed on each page by the tenderer. 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.

7. The tenderer shall submit their tender in two parts- the first part containing documents for qualifying criteria, technical specification, schedule of deliveries, 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 freight, Works tax, VAT, price escalation, etc.

8. RATE QUOTING SHEET:-
   a) The tenderer will quote their rates STRICTLY AS PER THE RATE QUOTING SHEET.
   b) CONDITIONAL DISCOUNT offered by any tenderer will not be considered for the purpose of relative comparison of rates quoted by participating tenderers.

9. The application for bidding along with all the detailed terms & conditions should be submitted online. Tenders through Fax / E-mail / telegraphic tenders shall not be considered. Incomplete, obscure or irregular tender is liable for rejection. If the tenderer deliberately gives wrong information in his tender, HPGCL reserves the right to reject such tender at any stage. The tenderer will quote their rates strictly as per details of specifications.

10. All tenders received against open tender 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 tender conditions and specifications.

11. 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.

12. The rates quoted by the tenderer should be very competitive and as prevailing in the market and should be firm and lump-sum. Prices should be quoted per unit also wherever applicable and asked.

13. The validity of the tender/offer shall be for 120 days from the date of opening of the price bid.
   a) Suomoto revised price bid / supplementary Part-II will not be accepted after the last date of submission of the tender. However, in case revised price bid is submitted by the bidder Suomoto but prior to the due date of submission of the tender, then the revised price bid only, shall be opened and considered by the purchasing authority.
   b) 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 the L1 quoted rates. In case where the L1 bidder refuses to further reduce his offered price and the 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.
14. No deviation shall be allowed. However, in case of deviation of taxes etc., the same be loaded for comparison purpose.

15. Selection preference of the tendered work may be allowed as per policy of the State Government to the Industrial Units located in Haryana on the lowest valid rates if tenderer so claim with requisite documentary evidence.

16. 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.

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

18. The whole work against this tender shall be awarded to a single firm i.e L-1 bidder whose overall quoted/equated prices are lowest for the complete package.

19. The tender documents of only those bidders shall be considered who full fill the eligibility criteria and submit documentary evidences in support of the same along with the copy of performance certificate /repeat order from the same organization, if any.

20. Tenders through Fax / E-mail / telegraphic tenders shall not be considered. Incomplete, obscure or irregular tender is liable for rejection.

21. HPGCL reserves the right to cancel the NIT or to change qualifying requirements or to reject any or all the tenders so received without assigning any reason.

22. **INSPECTION OF SITE OF WORK:**
   - Before tendering, the tenderer is advised to inspect the site of work, the environment & get acquainted with the actual work & other prevalent conditions, facilities available. No claim will be entertained later, on the ground of lack of knowledge.

23. **Disqualification of The Bidders / Tenderers:**
   a) Even though the bidders meet the above Qualifying Criteria they are subject to be disqualified, if they have made misleading or false representations in the forms, statements and attachments submitted in the proof of the qualification requirements.
   b) Notwithstanding anything stated above Haryana Power Generation Corporation Ltd. reserves the right to assess the tenderer’s capacity to perform the contract should the circumstances warrant such assessment in the overall interest of the Haryana Power Generation Corporation Ltd. In this regard the decision of corporation will be final.

XEN/Mtc. & Plg., for Chief Engineer/RGTPP, HPGCL, Khedar, Hisar.
FOR FAMILY BUSES: -

1. The contractor shall provide 02 No. 52 Seater Buses (Commercial Permit, Model not older than year 2011) for the transportation of families of officers/officials as per requirement, the route of Buses and other direction will be intimated by Vehicle officer In-charge. Accordingly the buses will be utilized.

2. Generally the buses will move for two trips in a day from RGTPP Colony, Khedar to Hisar City and back as per below timings:

**MONDAY TO SATURDAY: -**

<table>
<thead>
<tr>
<th>Morning Timing (For Families)</th>
<th>Evening Timings (For Families)</th>
</tr>
</thead>
<tbody>
<tr>
<td>At 08:00 Hrs. and 09:00 Hrs. from RGTPP Colony, Khedar to Hisar City &amp; Back at 12:15 &amp; 13:15 Hrs. from Hisar City to RGTPP Colony, Khedar.</td>
<td>At 15:15 &amp; 17:15 Hrs. from RGTPP Colony, Khedar to Hisar City &amp; Back at 19:15 &amp; 20:00 Hrs. from Hisar City to RGTPP Colony, Khedar.</td>
</tr>
<tr>
<td><em>(The Buses shall be parked in Red Square Market, Parking area or Jindal Chowk, Hisar)</em></td>
<td><em>(The Buses shall be parked in Red Square Market, Parking area or Jindal Chowk, Hisar)</em></td>
</tr>
</tbody>
</table>

**SUNDAY: -**

<table>
<thead>
<tr>
<th>Morning Timing (For Families)</th>
<th>Evening Timings (For Families)</th>
</tr>
</thead>
<tbody>
<tr>
<td>At 09:15 &amp; 09:30 Hrs. from RGTPP Colony, Khedar to Hisar City &amp; Back at 11:30 &amp; 13:15 Hrs. from Hisar City to RGTPP Colony, Khedar.</td>
<td>At 15:15 Hrs. from RGTPP Colony, Khedar to Hisar City &amp; Back at 20:00 Hrs. from Hisar City to RGTPP Colony, Khedar.</td>
</tr>
<tr>
<td><em>(The Buses shall be parked in Jindal Chowk, Hisar)</em></td>
<td><em>(The Buses shall be parked in Jindal Chowk, Hisar)</em></td>
</tr>
</tbody>
</table>

Note: - The Buses will have a stoppage at Barwala Chungi, Bus Stand, Nagori Gate Chowk, Parijat Chowk, Red Square Market Chowk, Rani Jhansi Chowk, Phawara Chowk, Camp Chowk, Town Park, Dabra Chowk, DC Colony Mor, Pushpa Complex during transportation of Families.

3. The vehicles should be Regd. As Public Transport/Taxi/Commercial with Registered Authority & model of the buses should not be older than 2011 Model.

4. The vehicles should be in good running conditions.

5. The contractor will provide Mobile Phone Connection to the driver employed on these buses besides keeping one with him to help the executives to locate or to give necessary instructions in case of any urgent work or emergencies. All expenses for providing the Mobile Phone, whatsoever, including rental and maintenance etc. whatsoever, shall be borne by the contractor.

6. The Vehicles shall be kept neat & clean by the contractor all the time and passengers’ seat should be comfortable.

7. Arrangement of stay of Drivers and conductors shall be in the scope of contractor.

8. The daily log book of the bus and will be field by any of the officers/officials or their family members who will travel in the bus and will be counter checked by the Vehicle officer In-Charge.

9. The Vehicles will be allowed on duty after approval from XEN/Mtc. & Plg.

10. Drivers and Conductors deputed with the buses 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.

11. The buses will not be allowed to ply without conductor under any circumstances.
12. The fixed charges will be deducted proportionally if the buses are not being used for at least ten days continuously due to any reason. However regarding this prior intimation will be given to the contractor.

13. Contractor will follow all statutory norms of Government for family buses.

14. The contract will remain in force for 12 Months in a Year.

FOR SCHOOL/COLLEGE BUSES: -

1. The contractor shall provide 5 No. 52 Seater Buses (Commercial Permit, Model not older than year 2011) for the transportation of school/college going children from RGTPP Colony, Khedar to various schools of Barwala, Sarsaud and Hisar City. As per requirement, the route of buses and other directions will be intimated by Vehicle officer In-charge accordingly the buses will be utilized.

2. Generally the buses will move from RGTPP Colony, Khedar to various schools situated in Hisar City and back as per below timings:

<table>
<thead>
<tr>
<th>Route Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>From RGTPP Colony, Khedar to various schools of Barwala, Sarsaud, Hisar Cantt and Hisar City and back from Barwala, Sarsaud and Hisar city to RGTPP Colony, Khedar as per timings of various schools.</td>
</tr>
</tbody>
</table>

3. The vehicles should be Regd. as Public Transport/Taxi/Commercial with Registered Authority & model of the buses should not be older than 2011 Model.

4. The vehicles should be in good running conditions.

5. The contractor will provide Mobile Phone Connection to the driver employed on these buses besides keeping one with him to help the executives to locate or to give necessary instructions in case of any urgent work or emergencies. All expenses for providing the Mobile Phone, whatsoever, including rental and maintenance etc. whatsoever, shall be borne by the contractor.

6. The Vehicles shall be kept neat & clean by the contractor all the time and passengers’ seat should be comfortable.

7. Arrangement of stay of Drivers and conductors shall be in the scope of contractor.

8. The daily log book of the buses will be filed by any of the officers/officials or their family members who will travel in the bus and will be counter checked by the Vehicle officer In-charge.

9. The Vehicles will be allowed on duty after approval from XEN/Mtc. & Plg.

10. Drivers and Conductors deputed with the buses 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.

11. The buses will not be allowed to ply without conductor under any circumstances.

12. The fixed charges will be deducted proportionally if the buses are not being used for at least ten days continuously due to any reason. However regarding this prior intimation will be given to the contractor.

13. Contractor will follow all statutory norms of Government for school buses.

14. The contract will remain in force for 11 Months in a Year.

XEN/Mtc. & Plg.,
for Chief Engineer/RGTPP,
HPGCL, Khedar, Hisar.
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. Service Tax / GST, if to be charged extra, should be clearly indicated by tenderer in their offer separately, however, presently the bidder / service provider would indicate the abatement taken or method of valuation used for arriving at the taxable value on a separate sheet with Part-I of NIT.

3) **EARNEST MONEY AND SECURITY DEPOSIT:**

3.1. Every tenderer, while submitting his tender, should online deposit an amount of Rs. 4,05,500/- as the earnest money.

3.2. The earnest money furnished by the successful tenderer 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).

3.3. The security deposit shall be 10% of the contract value. The deduction of the security deposit shall be as under:

<table>
<thead>
<tr>
<th>Percentage</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>10%</td>
<td>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.</td>
</tr>
</tbody>
</table>

3.4. The security deposit of the contractor shall be retained by HPGCL for faithful execution of the contract.

3.5. Security deposit shall be released only after completion of the entire period of the contract and after 30 days of completion of work successfully on the certificate of Engineer In-charge for successful completion of work and submission of requisite documents like last EPF return by the contractor.

3.6. No interest shall be paid on EMD / Security Deposit for the period it remains deposited with HPGCL.

3.7. 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.

VII. If the work is not started within the 07 days of the LOI or as per the instruction in LOI or in case of any failure on his part to honour his commitment given in the tender, it will be treated as a default and in that case his earnest money/security will stand forfeited by HPGCL.

4) **PAYMENT TERMS:**

100% payment, after deducting 10% security deposit and statutory deductions, of the monthly running bills shall be made after satisfactory completion of the work done.

5) **MODE OF PAYMENT:**

Payment shall be released by the Sr. Accounts Officer/Accounts Officer, RGTPP through RTGS/NEFT. For payment through RTGS/NEFT, the Contractor will intimate within 07 days of issue of work order, the complete bank details viz. Name of Bank/Branch, Account Number, Type of Account, IFSC Code etc, to Sr. Accounts Officer/Accounts Officer, RGTPP, Khedar, Hisar. Bank charges, if any, shall have to be borne by the tenderer/contractor.

6) **COMPLETION PERIOD:**

The completion period of the work shall be the essence of the contract. The work shall be started within 07 days of issue of LOI/Work order, whichever is earlier unless otherwise directed by the issuer of tender. The work shall be carried out and completed on month to month basis, as per the requirement of the contract.

The quantum of any item of the scope of work may increase or decrease to any extent, as per the site requirement, subject to the limit that total contract value shall not exceed by 10% of the contract value. Payment shall not be made for the work not done. In case of increase of quantum of work, the completion period of the contract will not change and the contractor will have to complete the job within stipulated period unless the completion period is extended in writing.

7) **PERIOD OF CONTRACT:**

The period of contractor shall be for two (02) years from the actual date of commencement of work. However, HPGCL reserves the right to extend the period of contract for another three months on the same rates, terms & conditions.

8) **RISK AND COST:**

In case the contractor fails to full fill 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.

9) **PENALTY:**

a) 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 responsibility of the contractor, who shall immediately provide another vehicle to meet out the emergency, otherwise a penalty of Rs. 5,000/- per day per vehicle will be imposed.

b) The contractor shall have to obtain necessary gate passes for the vehicles as well as for the drivers & conductors for entering into the Plant Area. In case of any vehicle is found moving in the plant area without any gate pass or permission of the OFICER-In-Charge, a penalty amounting to minimum of Rs. 500/- for each occasion, shall be imposed.

c) The drivers/contractor will ensure that the speed limit of 25 Kms/hour is strictly implemented in the plant/colony area. If it is found that any of the vehicle is being plied beyond the said limit, then a fine of Rs.500/- will be imposed for each occasion.

d) All drivers and conductors should be neatly dressed with prescribed uniform, failing which a penalty of Rs. 500/- per day per driver/conductor will be imposed.

e) The contractor has to maintain the timings strictly. The late arrival of the vehicle shall be viewed seriously and a penalty of Rs.1,000/- will be imposed for each occasion, if the reason of late arrival is unsatisfactory.
f) In case the vehicle fails to report on duty or come to halt during out station journey due to break down or otherwise, the contractor shall be responsible to provide alternate vehicle within two hour, otherwise the HPGL will be within rights to make alternate arrangement at the risk and cost of the contractor after imposing the penalty as mentioned in para-9 (a) above.

g) Contractors have to provide fog lights on each vehicle in foggy season otherwise a penalty of Rs. 1,000/- per day of respective vehicle will be imposed.

h) 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 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.

i) In case of failure to comply the conditions of contract, it will constitute a default and a penalty of Rs. 2,000/- per instance will be imposed. After three defaults contract may be cancelled.

j) In case contractor fails to compliance Labour law and other statutory requirements, a penalty of Rs. 2,000/- per instance will be imposed apart from other financial obligations to be complied.

k) In case of absence of conductor of any bus a penalty of Rs. 500/- per instance will be imposed.

l) The contractor/Driver of the vehicle must keep his mobile phone in ON condition all the time and the excuse like, battery down, out of reach, out of order, temporary switch off will be considered for penalty of Rs. 100/- per instance.

m) Contractors have to provide First Aid Box with sufficient medicine in each bus as per the govt. norms. A penalty of Rs. 500/- per day will be imposed for non-providing of the same in any of the bus.

n) Contractors have to provide fire extinguisher in each bus as per the govt. norms. A penalty of Rs. 500/- per day will be imposed for non-providing of the same in any of the bus.

10) 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 the monthly bill in duplicate to the executive in-charge along with the followings:

a) The contractor shall submit the monthly bill in duplicate. The bill should be on the contractor’s bill book duly serially numbered and bearing date of issue, contractors EPF code, ESI code (whenever applicable), Service Tax number, PAN etc. A photo copy of the EPF code, ESI code (whenever applicable), Service Tax number, Labour licence, PAN etc. shall be attached with the 1st running bill for reference and record.

b) Self attested copy of the deposit challan of EPF & ESI (whenever applicable) contribution, labour welfare fund deposited by the contractor for the labour/driver engaged for the work duly validated with dossier of workers/drivers and their account no. in the appropriate prescribed Performa.

c) Self attested copy of the attendance sheet, wages register and evidence of wage payment through bank.

ii) The bill of contractor along with annexure submitted by contractor as mentioned 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 as mentioned below.

iii) Certificate 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 challan etc. submitted by the contractor pertain to the labour deployed at site and non of the worker has been excluded there from. c) The record entry of the work done has been taken in the SMB at page no. ______ on 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.

i) Certificate from Labour Welfare Officer / Factory Manager stating that contractor has complied with all labour laws and safety clearance certificate from Safety Officer. In case of non-availability of Labour Welfare Officer / Safety Officer, from EIC.

11) LOSS OF HPGCL PROPERTY DURING THE CONTRACT PERIOD: -

The contractor shall ensure that no damage or loss is done to HPGCL’s property or human being in the jurisdiction of work site. In case it is found that, there is any loss to HPGCL’s property or human being due to negligence of any labour/ worker/ driver the same shall be made good by the contractor at his own cost.

12) FORCE MAJEURE: -

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

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

13) 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.

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 vehicles 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 and transportation etc. for his supervisors/staff 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 contractor in his own EPF/ESI code no. in the respective account of the workers. The contractor will submit the copy of EPF/ESI challan along with ECR to the Factory Manager/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/worker/driver/conductor in their saving account only. Documentary evidence thereof shall be submitted along with the running bills.

19) INSURANCE OF WORKERS/DRIVERS: -

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 start of work.
SAFETY RULES: -
Contractor shall have to comply with all the provisions of safety rules. The Safety officer/RGTPP 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 or 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 from the Safety Officer/RGTPP 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.

ARBITRATION: -
All the matters, questions, disputes, differences and/or claims arising out of and/or concerning and /or in connection with and /or in consequence of, and /or relating to the contract whether or not obligations of either or both the contractor and the corporation under this 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 Arbitrator of Managing Director/ HPGCL or an officer appointed by the MD, HPGCL as his nominee. The Award of the Arbitrator shall be final and binding on both the parties to the contract.

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:-
The courts of the place from 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.

SET OFF: -
Any sum of money due and payable to the supplier 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 a sum of money arising out of under that or any other contract entered into by the contractor with the HPGCL.

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 HPGCL.

HPGCL reserves the right to cancel or short close the work order at any time after giving one month notice without assigning any reasons and will not be responsible and will not pay for any expenses or losses that may be incurred by the contractor towards preparation/mobilization for execution of the job against work order.

Note: -
1. Unless agreed otherwise the above terms & conditions of the contract will form the part of the work order after finalizing the award of work proposal. The word tenderer where ever used above shall be read as contractor / firm.
2. The term “Bid” and “tender” and their derivatives (“bidders / Tenderers” “Bidding / Tendering”) are synonymous. Singular also means plural.

XEN/Mtc. & Plg.,
for Chief Engineer/RGTPP,
HPGCL, Khedar, Hisar.
SPECIAL TERMS & CONDITIONS

1) MOBILE CONNECTIONS:-
   The contractor will provide Mobile Phone connections to all the drivers employed on the said vehicles besides keeping one with him to help the executives to locate or to give necessary instructions in case of any urgent work or emergencies. All expenses, whatsoever, for providing Mobile Phones including rental and maintenance etc. shall be borne by the contractor.

2) LIABILITY:-
   This office reserves the right to claim adequate compensation from the contractor on account of any damage caused to the man & machine during execution of the work, due to careless handling or negligence on the part of the contractor. However the total liability arising out of this contract shall be limited to the contract value.

3) PAYMENT:-
   The hiring rates shall be lump-sum per month covering all expenses towards running and maintenance of vehicles, cost of consumables/lubricants, insurance, permit fee and other charges including overtime/dues of drivers/conductors etc. but exclusive of Diesel, the amount of which shall be paid by HPGCL on an average basis of 4 KM/Ltr. on prevailing market rate OR Diesel will be provided from the RGTPP petrol pump on the basis of prescribed mileage throughout the contract period. However the Passenger Tax, Road Tax/Token Tax, Municipal Tax & Toll Tax as applicable from time to time shall be paid extra by HPGCL on production of actual deposit receipt to the concerned authority.

For calculating & payment of Diesel/cost of Diesel against running KM of bus, initially vehicle will be tested for average mileage which will be applicable for at least one year. In case of average/mileage of bus/buses comes out to be more than 4 KM/Ltr., then diesel / cost of diesel (@prevailing rate ) will be provided/paid on the basis of the actual mileage of the bus & running KM during month. Further, if the average mileage comes out to be 4 KM/Ltr or less than 4 KM/Ltr., then diesel/cost of diesel (@prevailing rate ) will be provided/paid on the basis of mileage of the bus @ 4 KM/Ltr. & running KM during month. The mileage shall be tested by a committee consisting of XEN/AEE/AE, JE/FM of the division and representative of the firm.

4) No. of vehicle may be increased also as per the requirement of the power plant i.e. RGTPP however prior intimation will be given to contractor well in time and vehicle has to be provided by contractor accordingly on the same rates, Terms & conditions with the prior approval of competent authority.

5) TERMINATION OF CONTRACT:-
   The contract may be terminated on occasions if any of the following contingencies:-
   
   a) If the performance of the contractor is not found satisfactory, HPGCL will serve a notice of one month to the contractor to improve the performance failing which HPGCL has the right to terminate the contract without any compensation.
   b) The Corporation (HPGCL) reserves the right to terminate the contract at any time after giving one month notice.

6) ESSENTIAL REQUIREMENTS:-
   i. The contractor must provide the vehicle duly registered as per motor vehicle act under commercial/ taxi permit/public transport.
   
   ii. The vehicle to be provided should not be older than 2011 model and having elegant interiors and manned by experienced driver. This should be well maintained in excellent road worthy conditions throughout the period of contract.
   
   iii. Documents required to be submitted:-
   
   a) The contractor shall produce all the requisite documents and the vehicle which he intends to ply, for inspection, verification and approval of Officer- In charge before their placement on duty.
   
   b) The contractor shall furnish a certificate before the start of work that none of his
relative is dealing with the receipt/deciding the tender or in supervision/execution of work or in passing and making the payments of the bills. In case during the contract period (till final payment) any relative is posted in any of the above job. He shall disclose the same immediately to the Engineer-In-Charge and the Chief Engineer/RGTPP.

c) 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 corporation.

d) Any person/driver engaged for rendering the services under this contract shall be the employee of the contractor for all purposes intent and shall have no claim/right on the HPGCL. The contractor will keep the corporation and its officers indemnified from and against any claim/liability by any such person.

e) 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 & conductor on the prescribed format attached that they will not claim any employment from HPGCL and all the dispute will be settled by their contractor who has engaged them.

f) The contract shall furnish an under taking on N.J.S.P. of appropriate value to the effect that he shall comply with all the acts. Laws or Regulations as may he 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.

g) In case the above certificates are found incorrect at any stage, the HPGCL has the right to impose any penalty on the contractor including termination of the contract.

iv. The contractor shall be responsible for fulfilling the requirements of all 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 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. In case the pending dues are less than the liability, then the balance shall be deposited by the contractor.

v. The vehicle should be comprehensively insured including the driver and passengers (HPGCL’s employees and their family). The vehicle deputed will have comprehensive insurance cover inclusive of the driver and other passengers and the corporation 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. The proof of the same should be attached with the bill.

vi. 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 vehicle(s) by RGTPP at his cost.

vii. The contractor shall be an independent entity engaged to produce the required result and compliance with all laws and regulations applicable in this behalf and also keep RGTPP/HPCL and its officers indemnified for any breach of default.

viii. The Contactor shall intimate address along with Telephone no. of their office as well as residence immediately after the award of contract.

7) **RESPONSIBILITIES OF THE CONTRACTOR:**

a. The contractor whose tender has been accepted will have to provide the vehicle within 07 days of the issue of “Letter of Indent” or as per instructions in 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; the HPGCL will be entitled to cover the damages of non-execution/delay and to get the same executed from some other source(s) at the risk and cost of firm 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 driver & conductor deputed with the vehicle should be of good character and antecedents, well behaved and neatly dressed. The driver should be in possession of appropriate valid Driving License. The proof of the present and permanent address including a copy of the driving License and other documents of each driver & conductor along with all requisite documents shall be submitted by the contractor before the work is taken in hand.

e. No driver shall be appointed less than 18 years old and not more than 60 years of age.

f. Liability of challan etc. will be borne by the contractor.

g. 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

h. Any person / driver engaged for rendering the services under this contract shall be the employee of the contractor for all intents &purposes intent and shall have no claim/right on the HPGCL. The contractor will keep the corporation and its officers indemnified from and against any claim/liability by any such person.

i. 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/conductor that they will not claim any employment form HPGCL and all the disputes will be settled by the contractor.

j. The contractor shall have to obtain necessary gate passes for the vehicle as well as for the drivers/conductors for entering into the Plant Area.

k. Accuracy of meter may be checked by the authorized officer of HPGCL any time and reserve 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.

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

m. Payment to drivers will be made by contractor through bank only. The copy of bank statement as a token of proof will be submitted by contractor with the running monthly bill.

8) The contractor shall make alternative arrangements for the driver/conductor when on rest days or on leave and for the vehicle when on servicing or under repairs due to break-down.

9) 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.

No km will be allowed for maintenance/service of the vehicle.

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

11) 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 Ist-class Executive Magistrate or the Notary Public shall be submitted by the firm.

12) The buses deputed by the bidder will abide by all the laws, instruction & pollution norms as governed/directed by Transport Department Haryana.

13) PARTNERSHIP:-

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

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) who has applied for this contract.

XEN/Mtc. & Plg.,
for Chief Engineer/RGTPP,
HPGCL, Hisar.
STATEMENTS OF BIDDERS

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. Main Lines of Business
   i. __________________ since________
   ii. __________________ since________
   iii. __________________ since________

8. Annual Turnover of past three year
   i. __________________
   ii. __________________
   iii. __________________

9. Past Experience:

<table>
<thead>
<tr>
<th>Name of Organization</th>
<th>Period</th>
<th>Reference of Contract</th>
<th>Order Value contract wise</th>
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</table>

10. Any other: -

Signature & Stamp of Bidder
UNDEARTAKING OF STAFF ENGAGED

I ____________________________S/O Sh___________________________________

R/O_______________________________________________________working with

M/s_________________________________________________________hereby give

Undertaking that I will not claim any service in HPGCL in lieu of service render to the

Firm M/s ____________________________against work order

No. ____________________________dated_______________________________.

Signature & Stamp of Contractor Signature of worker
**PART- II - RATE QUOTING SHEET (PRICE BID)**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description of Item</th>
<th>Lump Sum Hiring &amp; operation charges (in Rs.) (per bus per month)</th>
<th>Passe nger Tax (per bus per month)</th>
<th>Toke n Tax (per bus per month)</th>
<th>Munici pal Tax (per bus per month)</th>
<th>Servic e Tax as applicable (* as per note 8 below)</th>
<th>Any other Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Hiring &amp; operation of two no. (02) 52 Seater Bus (Model not older than year 2011) for transportation of families from RGTPP residential Colony, Khedar to Barwala, Sarsaud, Hisar City &amp; back on monthly chargeable basis (as per scope of work attached as annexure-IV).</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Hiring &amp; operation of five no. (05) 52 Seater Bus (Model not older than year 2011) for transportation of school/college going children from RGTPP residential Colony, Khedar to Barwala, Sarsaud, Hisar City &amp; back on monthly chargeable basis (as per scope of work attached as annexure-IV).</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**Note:-**

1. The Hiring & operation charges shall be fixed lump-sum charges per vehicle per month including all expenses towards running and maintenance cost of vehicles, cost of consumables/ lubricants, insurance, permit fee and other charges including salary of drivers & conductors etc. The monthly fixed charges shall be exclusive of Diesel which may be provided by RGTPP or may be reimbursed at the rates as mentioned at Para No. 5 below.

2. Road Taxes/Token Taxes, Passenger Taxes, M.C. Taxes & service tax as applicable are to be quoted by the bidder as per prevailing rate for calculation purpose. However the said taxes shall be paid extra by HPGCL on production of actual deposit receipt to the concerned authority.

3. If a bidder left any column unfilled then it will be assumed that their hiring & operation charges are inclusive of all the taxes and the same will be back calculated as per the prevailing rates.

4. Tentative average monthly running of the shopping buses & school buses is 4000 km & 1300 Km respectively.

5. For calculating & payment of Diesel/cost of Diesel against running KM of bus, initially vehicle will be tested for average mileage which will be applicable for at least one year. In case of average/mileage of bus/buses comes out to be more than 4 KM/Ltr., then diesel / cost of diesel (@ prevailing rate ) will be provided/paid on the basis of the actual mileage of the bus & running KM during month. Further, if the average mileage comes out to be 4 KM/Ltr or less than 4 KM/Ltr., then diesel/cost of diesel (@prevailing rate ) will be provided/paid on the basis of mileage of the bus @ 4 KM/Ltr. & running KM during month.

6. The overall L-1 bidder will be decided on quoted total hiring and operational charges (Sr. no 1 & 2 above) per vehicle per month including service Tax but excluding the Road Taxes, Passenger Taxes, Token Taxes, M.C. Taxes etc. The whole work against this tender shall be awarded to a single firm i.e overall L-1 bidder whose overall quoted/equated prices are found lowest.

7. The monthly fixed hiring & operation charges rates shall remain FIRM during the contract period (Two years extendable to another three months). 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 of labour / material or even in wages of the drivers/conductors etc.

8. The bidder / service provider would indicate the abatement taken or method of valuation used for arriving at the taxable value on a separate sheet as per clause no. 2 of general terms & conditions of NIT (Annex.-V).

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**Signature of Contractor**

Name: __________________

Address: __________________

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