



**WYC HE PROJECT HPGCL BHUDKALAN
YAMUNA NAGAR
(A unit of Haryana Power Generation Corporation Ltd.)
(Regd. Office Urja Bhawan, Sector-6, Panchkula)**

E-TENDER DOCUMENTS

For

**“Making Water Proofing Treatment on Roof of Power House-D at WYC HE
Project, Bhudkalan”**

**HARYANA POWER GENERATION CORPORATION LIMITED**

WESTERN YAMUNA CANAL HYDRO ELECTRIC PROJECT, HPGCL,

BHUDKALAN

Website: www.hpgcl.org.in Email: abhinav@hpgcl.org.in

Telephone No: 01735-278005

**NOTICE INVITING E-TENDER****NIT No.17/XEN/C/Hydel****Date: 14.05.2018**

On behalf of Chief Engineer/DCRTPP, HPGCL, Yamuna Nagar, Online E-Tender (Two Part) on portal <https://haryanaeprocurement.gov.in> is hereby invited from the eligible firms for the work mentioned below :

Description	Tender Fee (Rs.) (Non – refundable)	e-service Fees (Rs.) (Non – refundable)	EMD (Rs.)	Last date of submission of Bids online
Making Water Proofing Treatment on Roof of Power House-D at WYC HE Project, Bhudkalan	1180/-	1,000/-	30,000/-	31.05.2018 (13:00 Hours)

Information Regarding Online Payment of Tender Document, eService & EMD Fee.

The Bidders can download the tender documents from the Portal: <https://haryanaeprocurement.gov.in> and HPGCL website www.hpgcl.org.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: If the tenders are cancelled or recalled on any grounds, the tender document fees & e-service fee will not be refunded to the bidder.

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

Key Dates

Sr. No.	Department Stage	Tenderer's Stage	Start date and time	Expiry date and time
1	Tender Authorization & Publishing	-	14.05.2018 10:00 Hours	14.05.2018 22:00 Hours
2.	-	Downloading of Tender Documents , Bid Preparation & Bid submission	15.05.2018 10:00 Hours	31.05.2018 13:00 Hours
3	Technical Opening (Part-I)	-	31.05.2018 15:00 Hours	---
4	Short listing of Technical bids & Opening of Financial Bid		Will be intimated to the firms through telephonically, SMS and E-mail	

For
Executive Engineer/Civil
Chief Engineer,
DCRTPP, HPGCL,
Yamuna Nagar

Instructions to bidder on Electronic Tendering System

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 who is bidding online. These Digital Certificates are issued by a Certifying Authority Approved, 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.

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 <http://haryanaeprocurement.gov.in>.

4 Pre-requisites for online bidding:

In order to bid online on the portal <http://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 <http://haryanaeprocurement.gov.in>.

6 Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Procurement portal <http://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) , Payment of Tender Document Fee, eService fee, EMD fees and Submission 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.

The Tender Document Cost including E-service cost shall be paid online through Debit card or net banking and EMD shall be paid through RTGS/NEFT. Confirmation of receipt of the above costs is must before final submission of the tender.

RTGS/NEFT may take 48 hrs. for clearance, therefore, EMD should be paid well in time so that tender can be submitted within closing date of tender.

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 completed by submission of the digitally signed & sealed bid as stated in the time schedule (Key Dates) of the Tender.

9 Tender Closing:

After the submission of bid by the bidders, the bidding round will be closed. Once the online tender is closed, no new Vendor can bid in the tender.

NOTE:-

(A) The bid will be accepted only online on the portal <https://haryanaeprocurement.gov.in>. No Hard copy of any part will be accepted and will not be considered for processing at any stage. The Executive Engineer has the right to verify the authentication of the documents submitted by the bidder online

(B) If bidder fails to complete the Online Bid 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.

(C) From the starting date of tender downloading to final date of submission of bid, the bidder can rework on his bid number of times he wants. If bidder submits the revised bid including price bid, original bid will automatically deleted and this revised bid will become original bid.No revised bid will be submitted after Part-I (Technical Bid) is opened.


(D) Complete bid will only be submitted after realization of tender document's fee and EMD.

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

For help manuals 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. Bidders may also call at Toll free no. 1800 180 2097 and 01735- 278005.

For Executive Engineer/Civil
Chief Engineer
DCRTPP, HPGCL,
Yamuna Nagar.

Schedule-'B-2'
(Referred to in regulation 7.1)

	<p align="center">Haryana Power Generation Corporation Ltd. (An ISO:9001, ISO:14001 & OHSAS:18001 Certified Company)</p>
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INSTRUCTIONS TO THE BIDDERS (WORK ORDER)

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

Bidder must have successfully executed the work order for the same or similar civil work order in HPGCL/NTPC/Any SEBs/any PSU/any corporation/central Govt/State govt./semi Govt or in any thermal/Hydel plant during last five years ending 31.03.2018 having minimum order value as under:

- a. Single order copy of value not less than Rs. 11.80 Lacs
OR
 - b. Two orders of the value not less than Rs. 7.37 Lacs
OR
 - c. Three orders of the value not less than Rs. 5.90 Lacs
- II The bidder must have average annual turnover of Rs. 14.74 lacs in last three consecutive financial years ending 31-03-2018.

Note:-

- a. The tender document of only those bidders shall be considered who fulfill the eligibility criteria and submit documentary evidence in support of the same with copy of performance certificate/repeat order from the same organization if any.
- b. The firm should fill statement to bidders as per annexure-2 of General Terms & Conditions and 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/any other reputed thermal/Hydel plant etc.

Decision of the HPGCL regarding fulfillment of pre-qualification requirement shall be final and binding upon the bidders.

- a) The contractor is 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.
2. The tenderer shall only be submitted on the centralized e-procurement Portal i.e. <https://haryanaeprocurement.gov.in>
 3. The Tender Document can also be seen and downloaded from HPGCL website www.hpgcl@org.in. Tender document so downloaded duly filled up completely is only acceptable as per NIT when accompanied with prescribed tender cost and earnest money deposit.
 4. Before submitting tenders the instructions may be read carefully regarding submission of tender. In case of any doubt arising in the description of work or any other terms & conditions, clarification can be had from Executive Engineer/civil, WYC HE Project HPGCL, Bhudkalan, Distt. Yamuna Nagar before the due date of submission of the bid
 5. The Price must be quoted strictly as per Rate quoting sheet as per NIT.
 6. Normally the tenders should not differ from the Terms & Conditions and technical specifications incorporated in the Tender Documents from this scope of work. In case of any deviation the same shall be specifically mentioned on separate sheet otherwise It will be presumed that tenderer agreed all terms & conditions as per Tender Document.
 7. The tenders shall be submitted through online only containing following necessary documents as under:
 - (a)**Part-I**
 1. Supporting documents as per Qualifying Requirement & Techno Commercial Bid.
 - (b)**Part-II**
 1. Price Bid/Rate quoting sheet.
 2. Price Bid shall bear reference to the name of the work and NIT.
 8. 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.
 9. If due date of opening of the tenders happens to be a Public Holiday, the opening of tenders will be done on the next working day at the same place and time specified originally for opening in the office of Executive Engineer/Civil, WYC HE Project, HPGCL, Bhudkalan, Distt. Yamuna Nagar in the presence of tenderers or their authorized representatives, who desire(s) to be present at the time of opening of tender.
 10. 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. Incomplete, obscure or irregular tender is liable for rejection.

11. The validity of the tender/offer shall be for 120 days from the date of opening of the price bid.
 - a) The bidder/tenderer are not allowed to revise the price bid, during the validity of the price bid already submitted. In case, the bidder submit a revised price bid suo-moto, original as well as revised offers shall be opened and lowest will be considered only.
 - 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.
12. The order placing authority is not bound to accept the lowest tender or any other tender or assign any reasons for the rejection. HPGCL shall have the right to call for fresh tenders or accept either the whole or part of tenders or to place order on the basis of prices quoted.
13. No deviation shall be allowed. However, in case of deviation of taxes etc., the same be loaded for comparison purpose.
14. 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.
15. 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.
16. 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.
17. HPGCL 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
18. The HPGCL reserve the right to cancel, amend or alter the order without assign any reasons whatsoever at any time before the receipt of intimation to this office regarding dispatch of material to destination in whole or in parts.
19. The firm who have been blacklisted by HPGCL or any other Centre or state power utility/Board or corporation/or any other thermal/hydro electrical project shall not be eligible to bid against the NIT of HPGCL, However
 - 1) 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 bidders.
 - 2) Blacklisting of the firm by any unit of the HPGCL shall be considered as ineligibility of the firm at any other project of HPGCL
 - 3) On case any firm was blacklisted for 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.
 - 4) Firm has to certify itself for its eligibility with supporting documents 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 regulation 36 and 37.

For **Executive Engineer/Civil
Chief Engineer DCRTTP,
HPGCL, Yamunanagar**

SCHEDULE 'C-2'
(Referred to in regulation 7)

GENERAL TERMS AND CONDITIONS OF CONTRACT (Work order)

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/LOI.

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.

3) EARNEST MONEY AND SECURITY DEPOSIT

Every tenderer, while submitting his tender, shall deposit the earnest money through online specified in the NIT.

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).

The Security Deposit shall be 10% of the Contract value in all the cases. The deduction of the security deposit shall be regulated according to the nature of the contract, which may be any one of the followings:

Payment terms shall be regulated according to the nature of the work, which can be any of the followings:

For Annual Maintenance Contract / ARC and Civil Construction Work	100% payment, after deducting 10% security deposit and statutory deductions, of the bill shall be made after satisfactory completion of work done.
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Note: Only the applicable provisions of the above table be incorporated in the work order, accordingly to the nature of work/job.

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

Payment terms shall be regulated according to the nature of the work, which can be any of the followings:

For Annual Maintenance Contract / ARC and Civil Construction Work	100% payment, after deducting 10% security deposit and statutory deductions, of the bill shall be made after satisfactory completion of work done.
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5) MODE OF PAYMENT

Payment shall be released by the Sr. Accounts Officer/Accounts Officer, Hydel Project Bhudkalan through RTGS/NEFT

6) Variation:

Price & Rates shall be firm for a variation in the total contract prices by plus-minus 10% with the provision that quantity of individual item may vary to any extent. Payment shall not be made for the work not done. In case of increases of quantum of work, the competition 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) COMPLETION PERIOD

The completion period of the work as specified below shall be the essence of the contract.

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 time period for work shall be of three months. The contract can be closed earlier without any reason by the HPGCL.

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 FOR DELAY

Penalty @ 1% per week per week or part there of the value of the work remained uncompleted subject to a maximum of 10% gross value of work order shall be deducted towards compensation for delay in completion work

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 running bill in duplicate to the Executive in charge along with the followings:
 - a) Running bill for the work done, in duplicate. The bill should be on the contractor's bill book duly serially numbered and bearing date of issue, contractors ESI, EPF code, GST number, PAN. A photo copy of the EPF code, GST number, Labour license, PAN shall be attached with the 1st running bill for reference and record.
 - b) Self-attested copy of the deposit challan of ESI EPF 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 the 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) 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 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. _____ 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.
- iv) 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.

Note:-

Documents attached along with the contractor bill should be referred in the forwarding letter of the executive office forwarded the bill for pass and payment.

11) PERFORMANCE BANK GUARANTEE

NOT APPLICABLE

12) WARRANTY

The contractor shall be provided warranty for workmanship of 12 months from the completion of work.

13) FORCE MAJEURE

The delay in the completion of the 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 Governments, acts of God, acts of Civil & Military authority, fires, floods, strikes, lock-outs, freight embargoes, war-risk riots and civil commotion. and
- 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. (Not Applicable)

14) 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.

15) OVER RUN CHARGES

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

16) FACILITIES TO BE ARRANGED BY CONTRACTOR

Arrangement of suitable transport for carrying firm's staff from place of stay to work place & back shall be responsibility of firm.

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 labour laws like the Factories Act, Minimum Wages 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. EPF/ESI contributions will be deposited by the contractor in his own /ESI/EPF code no. in the respective account of the workers. The contractor will submit the copy of EPF challan to the EIC, at the time of 90% payment along with corresponding list of workers

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 workmen 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 the aforesaid Insurance Policy shall be borne by the contractor. The contractor shall ensure that the said Insurance Policy of this insurance cover is required to be submitted by the contractor to Engineer-in-charge of work immediately after issue of LOI, but before the start of work.

20) TERMINATION OF CONTRACT :-

If the contractor is unable to execute the work, any loss incurred by HPGCL in this respect will be into the contractor's account. HPGCL may also terminate the contract after giving a three days' notice, if in its opinion the work under the contract is not being done to its satisfaction. HPGCL also has the right to get the job done from a third party at the risk and cost of the first contractor till the expiry of the period of contract.

21) SAFETY RULES

A Firm shall have to comply with all the provisions of safety rules. The EIC 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 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.

22) ARBITRATION

All 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 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 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.

23) 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 a 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 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.

24) 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 supplier with the HPGCL.

25) WATCH & WARD:-

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

- 26) Test report:** The contractor shall provide the material test report from Govt. Approved authorized agency.
- 27) Inspection:** Work shall be completed up to full satisfaction of Engineer- in charge and inspection shall be carried out by the authorized representative after completion of the work.
- 28) FACILITIES TO BE ARRANGED BY CONTRACTOR:-**
Boarding & lodging and other necessary requirements e.g. All materials and Total station shall be the responsibility of contractor.
- 29) LOSS OF PLANT HPGCL PROPERTY DURING THE EXECUTION OF WORK:-**
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 the plant equipment HPGCL's property or human being due to negligence of any Labour/workers the same shall be made good by the contractor at his own cost.
- 30) Jurisdiction**
The contract shall be deemed to have entered in to at Yamuna Nagar and all causes of action in relation to the contract shall, therefore, be deemed to have arisen with the jurisdiction of the court of Jagadhri Distt-Yamuna Nagar on the related Hon'able High Court (Pb & Hr.) Chandigarh.
- 31) 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.

- Note: - 1. Unless agreed otherwise the above terms and conditions of the contract will form the part of the purchase order after finalizing the procurement proposal. The word tenderer where ever used above shall be read as supplier. Above T&C are equally applicable in case of limited / proprietary enquiry as well. The non-applicability / modification in the aforesaid clauses if agreed shall be mentioned / attached in / with the purchase order specifically.
2. Purchasing authority shall put dated initials on each pages of the purchase order including the above terms and conditions printed on both side of the paper.
3. Any other term not defined in instructions to the bidder or above terms and conditions should be interpreted as defined in HPGCL Purchase Regulation "2011".
4. The term "Bid" and "tender" and their derivatives ("Bidder / Tenderer" "Bidding / Tendering") are synonymous. Singular also means plural.

Executive Engineer/Civil
For Chief Engineer, DCRTTP
HPGCL, Yamunanagar

Scope of work

Making Water Proofing Treatment on Roof of Power House-D at WYC HE Project, Bhudkalan as per direction and satisfaction of Engineer-in charge

For Executive Engineer/Civil,
Chief Engineer/DCRTPP,
HPGCL, Yamuna Nagar

Rate Quoting Sheet

Sr. No.	Description of Item	Unit	Qty	Rate (Exclusive of GST)	Amount (Exclusive of GST)
1	Scraping of existing waterproofing with the help of proper tools equipment	Sqm	695		
2	Providing/repair of proper Gola(150mm x100mm)all throughout the junction of roof and parapet with cement mortar of mix 1:4 admixed with approved integral waterproofing compound like Dr. Pidiproof LW conforming to IS:2645 @200ml/50kg cement and finished smooth.	Running Meter	105		
3	Repair of pot holes/cracks, with cement putty using bonding agent like Dr. Fixit Pidicrete URP including cleaning of all dirt, loose material from the sub-base of the roof top structure and surface to be kept dry .	Sqm	561		
4	Providing & laying a 1.2mm thick non reinforced "EPDM" membrane (Dr. Fixit Flexshield) confirming to ASTM D4637-96 on RCC slab with the help of appropriate recommended Binding Adhesives (rubber adhesives) manufactured by Pidilite Industries Ltd. Keep minimum 100 mm overlap between two adjacent membranes and adhere it with appropriate Splice Adhesive manufactured by Pidilite Industries Ltd.. The entire application procedure to be carried out as per manufacturer's recommendations only.	Sqm	695		
5	The membrane to be terminated by providing an aluminium strip over membrane and anchored properly. Silicon sealant to be applied at the screws holes for sealing.	Running Meter	105		
6	Providing and laying a geotextile mat of 120 Gsm for protection over the membrane	Sqm	695		
7	Over the geo textile mat ,Providing & laying 50 mm protective screed(1:2:4) admixed with integral waterproofing compound like Dr. Fixit Pidiproof LW@200 ml /50 kg cement and 100% virgin homo polymer polypropylene multifilament fibers confirming to ASTM C-1116 like recron or equivalent. The screed to be casted in 6MX6M panel with groove of 12mm between two panels to be sealed with bitumen mastic.	Sqm	695		

Total amount exclusive of GST Rs.

Signature of Contractor

Pre-qualifying requirement

Sr.No	Pre-qualifying requirement	Response by bidder (Yes/No)	Document attached (Yes/No)
1	The agency should have his own independent ESI, EPF and GST number, PAN Number		
2	Bidder must have successfully executed the work order for the same or similar civil work order in HPGCL/NTPC/Any SEBs/any PSU/any corporation/central Govt/State govt./semi Govt or in any thermal/Hydel plant during last five years ending 31.03.2018 having minimum order value as under: <ul style="list-style-type: none"> a. Single order copy of value not less than Rs.11.80 Lacs <li style="text-align: center;">OR b. Two orders of the value not less than Rs.7.37 Lacs <li style="text-align: center;">OR c. Three orders of the value not less than Rs.5.90 Lacs 		
3	The bidder must have average annual turnover of Rs. 14.74 lacs in last three consecutive financial years ending 31.03.2018.		
4	The tenderer/bidder shall furnish a Certificate that his firm is not black listed by any state Govt. Organization during the last 5 years, the bidder shall be responsible for the consequence arising out of wrong declaration furnished by them.		