

PANIPAT THERMAL POWER STATION
(A Unit of Haryana Power Generation Corporation Limited)

(Regd. Office: C-7, Urja Bhawan, Sector-6, Panchkula)

Corporate Identity No. U45207HR1997SGC033517

Website:- www.hpgcl.org.in



HPGCL

(An ISO 9001, 14001 & OHSAS 18001
Certified Company)

TENDER DOCUMENT

FOR

**“Running, operation & Mtc of sewage treatment plants &
other dewatering pumps (mono-block pumps & submersible
pumps, diesel pumps) deep tube-wells etc. at PTPS &
Village Khukhrana”**

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

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INDEX

Sr. No.	Description	Page No.
1.	Notice Inviting Tender	3 – 5
2.	Information regarding online payments of tender fee, e-service fee and EMD	6-7
3.	General terms and conditions of contract	8-12
4.	Additional terms and conditions	13-28
5.	Additional Technical/General terms & conditions	29-30
6.	Special terms and conditions	31
7.	Addition Terms And Conditions	32-33
8.	Other additional terms & condition	34
9.	Statements of bidders	35
10	Instructions to bidder on Electronic Tendering System	36-38
11	Check list for contractor	39
12	Schedule of Quantities/Price bid (Part-II)	40



An ISO: 9001, ISO: 14001 and OHSAS: 18001
Certified Company

HARYANA POWER GENERATION CORPORATION LIMITED

Regd. Office – C-7, Urja Bhawan, Sector-6, Panchkula

Corporate Identity Number: U45207HR1997SGC033517

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ONLINE NOTICE INVITING TENDER (E-TENDER)

Tender Enquiry No.	03 /CMDP-I/2018-19 dated 26.04.2018
Description of Item	Running, operation & Mtc of sewage treatment plants & other dewatering pumps (mono-block pumps & submersible pumps, diesel pumps) deep tube-wells etc. at PTPS & village Khukhrana.
Estimated Cost	Rs. 18.46 Lakh
Completion period	12 Months
Start date and time of tender uploading	26.04.2018 upto 20.00 Hrs.
Last date for downloading of tender & Bid Preparation	29.05.2018 upto 13:00 Hrs.
Technical Opening (Part-I)	29.05.2018 at 15:30 Hrs.
Tender document Fee (Non-refundable)	Rs. 2265/-
E-service Fees (Non – refundable)	Rs. 1000/-
Earnest Money(refundable)	Rs. 37000/- for general contractor & Rs. 37000/- for labour const. soc.
Information for payment (EMD, e-service fee & tender document fee)	As per Annexure-A
General Terms & Conditions	As per Annexure-B
Additional Technical/General Terms Conditions	As per Annexure-C-I, C-II, C-III, C-IV
Statements of bidders	As per Annexure-D
Instruction to the bidder for e-tender	As per Annexure-E
Contact Information	Executive Engineer/CMDP-I, PTPS, HPGCL, Panipat-132105. Mob. No.- 9355084769

1. **Pre Qualifying Requirements (PQRs) / Eligibility Conditions for the tenderers:** The tender of only those bidders will only be considered who will produce documentary proofs, duly attested by the Public Notary/Self attested, to meet the following requirements:-

a) The agency should have valid license under contract labour regulation and abolition Act-1970 from labour department Haryana or should give an undertaking that he will get himself registered within one month if work is allotted to him.

b) **Work Experience:-**

Being a specialized work running Mtc. & operation of STP, the bidders, must have successfully executed the work order (s) for same or similar item (s) / work(s) during the last 5-years ending last day of the month previous to the month in which applications are invited having minimum order value as under:

Single order of the value not less than **Rs. 14.77 lakhs.**

or

Two orders of the value not less than **Rs. 9.23 lakhs each.**

or

Three orders of the value not less than **Rs. 7.38 lakhs each.**

c) Bidders must have average annual turnover (As per Audited accounts) in last 3 consecutive financial years ended prior to the financial year in which the applications are invited shall not be less than **Rs. 18.46 lakhs** and submit the proof thereof along with the tender.

Note: - The firm should fill statement of bidders as per **annexure-D** 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.

2. Tenders should comprising of two parts i.e. Part-I (Technical Bid) & Part-II (Price Bid) addressed to Executive Engineer, CMDP-I, PTPS Panipat.
 - a) **Part-I** i.e. technical bid shall comprise of qualifying documents, General Conditions of contract, Technical Particulars & Credentials in support of qualifying criteria, detail of Tender documents fee, Earnest money deposited & e-Service Fee online deposited and deviations if any, will be opened on due date & time.
 - b) **Part -II** shall comprise of price bid only will be opened at a subsequent date to be fixed by the competent authority only of those bidders who qualifies the NIT requirements after checking the qualifying criteria & technical discussion on Tender Part-I.
 - c) **The unit rate is required to be quoted excluding GST which shall be paid extra as applicable.**
3. Any information regarding tender can be had from the office of XEN/CMDP-I (hk.jhamb@hpgcl.org.in) on any working day prior to last date of submission of tenders. The payment of Tender Document Fee and e-service Fee can be made online directly through Debit Cards & Internet Banking Accounts. The payment of Earnest Money can be made by eligible bidders / contractors online directly through RTGS / NEFT.
4. 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.
5. Unless exempted specifically, tenders not accompanied with the prescribed EMD, Cost of tender & e-Service fee 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.
6. The validity of the tender / offer shall be for 120 days from the date of opening of the price bid.
7. The details of NIT along with Tender Documents can be seen and downloaded from the portal <https://haryanaeprocurement.gov.in> as well as HPGCL website www.hpgcl.org.in.
8. 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.
9. The work as a whole will be allotted in a single part to the bidder who is overall lowest in the merit order considering all items of work.
10. The committee nominated by HPGCL shall evaluate all the bids received against NIT on the parameter indicated under heading qualifying requirement at Sr. No. 1 & 2 above. The decision of the committee shall be final.
11. Issuance of Tender Documents to any party shall not construe that such party is considered to be qualified.
12. In case due dates of sale / receipt /opening of tender happens to be holiday in PTPS/HPGCL, the needful will be done on next working day.
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. Engineer-in-charge 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 Site for the work is either available or it shall be made available in the parts in a manner so as not to hamper the progress of work.
19. The contractor whose tender is accepted will be required to furnish by way of security deposit for the due fulfillment of his contract such sum as will amount to 10% of the cost of work. The security deposit will be collected by the deduction from the running bills of the contractor at the rate mentioned above and the earnest money if deposited in cash at the time of tenders will be treated as a part of the security deposit and adjusted accordingly.
20. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the tenderers who resort to canvassing will be liable to rejection straight way.
21. All rates shall be quoted on the proper form i.e. price bid supplied as part of the tender documents on e-tender portal by the Department.
22. On acceptance of the tenders, the name of the authorized representative(s) of the tenders, who would be responsible for taking instructions from the Engineer-in-Charge and shall be communicated to the Engineer-in-Charge immediately after the allotment / start of work.
23. The Haryana Power Generation Corporation Limited does not bind itself to accept the lowest tender and reserves to itself the right to accept the whole or any part of the tender and the tendered shall be bound to perform the same at the rate quoted in this tender.
24. Sales tax or any other tax on material or labour in respect of this contract shall be payable by the contractor and Haryana Power Generation Corporation Limited will not entertain any such claim whatsoever.
25. No contractor is permitted to tender for the works if any of his near relatives is posted to deal with day to day duties in the passing of bill etc. and who is working in any capacity requiring him to give instructions / advice and in particular any office / official of the Corporation including the member of the Board. Any breach of this condition by any one shall render him liable to be removed from the list of the contractors for the Haryana Power Generation Corporation Limited and the work entrusted to him may be terminated.
26. **The contractor / firm shall submit the document as per requirement / check list, further in case it is found that the requisite document not supplied by the contractor/firm knowingly and the same supplied in other work / division etc. then the case of black listing of the firm will be initiated.**

NOTE: - By the terms near relatives is meant, wife / husband, parents and grandparents, children and grand children, brothers and sisters, uncles and cousins and their corresponding in-laws. The tendered shall attach with his tender the list of officers and employees of Haryana Power Generation Corporation Limited related to him.

Executive Engineer/CMDP-I
PTPS, HPGCL, Panipat

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

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

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

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

NOTE: 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 of that Procurement Division.**

The following are exempted from depositing the earnest money:-

- i) Public Sector Undertakings of the Central/ Haryana State Government.
- ii) Firms borne on D.G.S. & D/DS&D Haryana rate contracts.
- iii) Firms registered with the Director of Industries, Haryana or registered with National Small Industries Corporation, Govt. of India.
- iv) Firms borne on the HPGCL’s approved list of suppliers which may have made a permanent earnest money deposit of Rs.10.00 Lakh at the respective Project/office of HPGCL, if they quote the Registration number given by the respective project/office of HPGCL in their tender papers.

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

Guideline for Online Payments in e-tendering

Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing). Bidder shall proceed to select the tender he is interested in. On the respective Department’s page in the e-tendering portal, the Bidder would have following options to make payment for tender document & EMD:

- a) Debit Card
- b) Net Banking
- c) RTGS/NEFT

Operative Procedures for Bidder Payments:**Debit Card:**

The procedure for paying through Debit Card will be as follows.

- (i) Bidder selects Debit Card option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.
- (iii) Bidder clicks on “Continue” button
- (iv) The e-Procurement portal takes the bidder to Debit Card payment gateway screen.
- (v) Bidder enters card credentials and confirms payment
- (vi) The gateway verifies the credentials and confirms with “successful” or “failure” message, which is confirmed back to e-Procurement portal.
- (vii) The page is automatically routed back to e-Procurement portal
- (viii) The status of the payment is displayed as “successful” in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same,
- (ix) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

A) Netbanking:

The procedure for paying through Netbanking will be as follows.

- (i) Bidder selects Netbanking option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid by bidder.
- (iii) Bidder clicks on “Continue” button
- (iv) The e-Procurement portal takes the bidder to Netbanking payment gateway screen displaying list of Banks

- (v) Bidder chooses his / her Bank
- (vi) The Netbanking gateway redirects Bidder to the Netbanking page of the selected Bank
- (vii) Bidder enters his account credentials and confirms payment
- (viii) The Bank verifies the credentials and confirms with “successful” or “failure” message to the Netbanking gateway which is confirmed back to e-Procurement portal.
- (ix) The page is automatically routed back to e-Procurement portal
- (x) The status of the payment is displayed as “successful” in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same.
- (xi) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

B) RTGS/ NEFT:

The bidder shall have the option to make the EMD payment via RTGS/ NEFT. Using this module, bidder would be able to pay from their existing Bank account through RTGS/NEFT. This would offer a wide reach for more than 90,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.

- (i) Bidder shall log into the client e-procurement portal using user id and password as per existing process and selects the RTGS/NEFT payment option.
- (ii) Upon doing so, the e-procurement portal shall generate a pre-filled challan. The challan will have all the details that is required by the bidder to make RTGS-NEFT payment.
- (iii) Each challan shall therefore include the following details that will be pre-populated:
 - a) Beneficiary account no: (unique alphanumeric code for e-tendering)
 - b) Beneficiary IFSC Code:
 - c) Amount:
 - d) Beneficiary bank branch:
 - e) Beneficiary name:
- (iv) The Bidder shall be required to take a print of this challan and make the RTGS/NEFT on the basis of the details printed on the challan.
- (v) It is advised that the bidder make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan atleast T+2 day (Transaction + Two day) two day in advance to the last day for validation on account / transaction period.**
- (vi) In the event, bidders making the payment on the last day and same is not available for the bidders for validation on account of any reason whatsoever, Department, its banker or e-procurement service provider or payment gateway service provider would not be held responsible in any manner. In such cases, the bidders may not able to submit the tender.
- (vii) Post making the payment, the bidder would login to the e-Tendering portal and go to the payment page. On clicking the RTGS / NEFT mode of payment, there would be a link for real time validation. On clicking the same, system would do auto validation of the payment made.

NOTE:- Concessions / benefits to Micro & Small Enterprises (MSEs) will be applicable if the firm fulfill all the condition as per applicability Govt. of Haryana order GO no. 2/2/2016/4IBII(I) dt. 20.10.16 policy for MSMEs- 2016.

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	-----	Downloading of Tender Documents & Bid Preparation	26.04.2018 20:00 Hours	29.05.2018 13:00 Hours
2	Technical Opening (Part-I)	-	29.05.2018 15.30 Hours	---
3	Short listing of Technical bids & Opening of Financial Bid		Will be intimated to the firms on their E-mail	

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.

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 specified in the NIT (03 /CMDP-I/2018-19 dated 26.04.2018) by way as per detail in **annexure-A** attached.

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:

For Annual Maintenance Contract / ARC and Civil Construction work	10% amount of the monthly running bill shall be kept as security deposit. However, the EMD already deposited by the bidder shall be converted into the security deposit and the balance amount shall be deducted from the running bill.
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Note: Only the applicable provision of the above table is to 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 3 months and submission of requisite documents like last EPF / ESI and certified that the contractor that the payment to the all labourer has been made and liability relates to the work if any found that will be borne by him / 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 monthly running bill shall be made after satisfactory completion of work done.
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Note: Only the applicable provision of the above table is to be incorporated in the work order, accordingly to the nature of work/job.

5) **MODE OF PAYMENT**

Payment shall be released by the Sr. Accounts Officer/Accounts Officer, PTPS, HPGCL, Panipat through RTGS/NEFT.

6) **COMPLETION PERIOD**

The work shall be started within 7 days of issue of LOI / Work Order, whichever is earlier, unless otherwise directed by the issuer of tender. The work is to be completed within **12 months**.

The work shall be carried out/completed to match with other activities in progress of the unit.

For ARC	The period of the contract can be increased or decreased by 3 months at the sole discretion of Engineer-in-charge on the same rates and terms & condition of the contract.
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Note: Only the applicable provision of the above table is to be incorporated in the work order, accordingly to the nature of work/job.

The quantum of any item of the scope of work may increase or decrease to any extent, as per the site requirement. Payment shall not be made for the work not done.

7) **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.

8) **PENALTY FOR DELAY**

Time is the essence of the contract. The contractor shall ensure timely completion of the job as per stipulated completion period. In case of delay in completing the work/job, the penalty for delay will be imposed @ **1%** of the total contract value **per week** or part thereof subject to maximum of **10%** of the contract value.

Notes:-

- i) The percentage of penalty and time may vary according to necessity of the contract (particularly in overhauling contract).
- ii) Contract value means basic value of the contract exclusive of taxes and duties, if charged separately.

9) **DOCUMENTATION**

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

- i) Contractor shall submit monthly bill in duplicate to the executive incharge along with the followings:
 - a) Monthly bill for the AMC / ARC work and in other cases 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 EPF code, ESI code, Service Tax number, PAN. A photo copy of the EPF code, ESI code, Service Tax number, Labour licence, GST number.

- b) Self attested copy of the deposit challan of EPF & ESI contribution, labour welfare fund deposited by the contractor for the labour engaged for the work duly validated with dossier of workers and their account number in 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, ESI 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.

10) **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.

11) **IDLE LABOUR CHARGES:** No idle labour charges/machinery 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.

12) **OVER RUN CHARGES**

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

13) **WATCH & WARD**

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

14) **FACILITIES TO BE ARRANGED BY CONTRACTOR**

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

15) **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.

16) **FACTORY ACT/MINIMUM WAGES ACT/INSURANCE ACT/EPF ACT ETC.**

Strict adherence of various applicable labour laws like the Factories Act, Minimum Wages Act, ESI Act, Payment of Wages Act, the Workman's Compensation Act, EPF Act, Contractor labour (Regulation & Abolition) Act, 1970 and all other statutory requirements as amended from time to time to the entire satisfaction of Central/State Govt. Authorities, shall be the responsibility of the Contractor and he shall have to make good loss, if any, suffered by HPGCL on account of default in this regard by the contractor. 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 to the Factory Manager, at the time of 90% payment along with corresponding list of workers

17) **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.

18) **SAFETY RULES**

A Firm shall have to comply with all the provisions of safety rules. The Chief Safety Officer may impose penalty of **Rs.200/- per day per head** if the workers of contractor are found to be working carelessly without proper protective equipments in unsafe conditions. Against violation of any other clause, a penalty of Rs 500 /- per violation (minimum) shall be levied. In case of repeated violation of serious nature resulting in various serious accident or direct loss to the corporation /threatens to cause severe consequences, higher penalty rates may be imposed including suspension/ termination of the contract. If any action is initiated by Chief inspector of factories, Chandigarh or any other authority against occupier/factory manager 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.

19) **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.

20) **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.

21) 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.

22) SUBLETTING and ASSIGNMENT

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

Note:-

1. Unless agreed otherwise the above terms and conditions of the contract will form the part of the work order after finalizing the 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 work order specifically.
2. Executing authority shall put dated initials on each pages of the work 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/CMDP-I
PTPS, HPGCL, Panipat**

ADDITIONAL TERMS AND CONDITIONS**Clause-1 Variation/Deviation:**

The contractor must be prepared to start execution of work at the site on the dates as per programme and shall complete the execution of all works completed under the scope of this contract. The work can be extended for \pm 3 Months on the same rates & terms & condition of the contract.

Clause - 2 Compensation not payable for alteration in or restriction of work to be carried out

If at any time after commencement of work the Corporation shall for any reason whatsoever not require the whole works thereof as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not drive in consequence of the full amount of the work not having been carried out, neither shall he have specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated. Provided that the contractor shall be paid the charges on the cartage only of materials actually and bonafide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment or curtailment of the work of any portion thereof and then taken back by the contractor. Provided however, that the Engineer-in-Charge shall have in all such cases the option of taking over all or any such materials at their purchase price or at local current rates whichever may be less. In the case of such stores having been issued from departmental stores supervision charges and storage charges shall be refunded in addition to the issue rate of materials.

Clause - 3 Possession prior to completion

The Engineer-in-Charge shall have the right to take possession of part of the work completed or partially completed work. Such possession or use shall not be deemed to be formal acceptance of any work not completed in accordance with the contract if such prior possession or use by the Engineer-in-Charge delays the progress of the work an equitable adjustment in the time of completion will be made and the contract agreement shall be deemed to be modified accordingly.

Clause - 4 Extension of Time

If the contractor shall desire an extension of time for completion of work on the grounds of his having been unavoidably hindered in its execution or any other ground, he shall bring this to the notice of the Engineer-in-Charge in writing within 30 days of such hindrance on account of which he desired such extension as aforesaid, and the Engineer-in-Charge Competent Authority shall if in his opinion (which shall be final) reasonable grounds be shown therefore, authorize such extension of time, if any, as may in his opinion be necessary or proper.

Clause - 5 Completion Certificate

Within 10 days of the completion of the work the contractor shall give notice of such completion to the Engineer-in-Charge and within 30 days of the receipt of such notice the Engineer-in-Charge shall inspect the works and if there are no defects in the works shall furnish the contractor with certificate of completion. Otherwise, a provisional certificate of completion, including (a) defects to be rectified by the contractor and/or (b) defects for which payment will be made at reduced rates, shall be issued, but no certificate of completion, provisional or otherwise, shall be issued nor shall the work be considered to be completed until the contractor shall have removed from premises on which the work shall be executed, all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have to be executed or constructed by the contractor(s) and clear all dirt from all wood work, door, windows, walls floors or other parts of any building in upon or about which the work is to be executed, of which he may have had possession for the purpose of the execution thereof and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffoldings, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and clearing of dirt on or before the date fixed for the completion of the work the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc. and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause - 6 T & P for Construction

The contractor shall furnish along with the tender a list of items of special T&P and the machinery which he will be deploying on the particular job. He will also make necessary arrangements for supplementing them or

drawing any other items of machinery required to do so by the Engineer-in-Charge at the time of awarding of the contract or later as the work progresses. In contractor shall furnish along with the tender a list of items of special T&P and the may be supplied to the contractor on hire at the discretion of the Engineer-in-Charge at a rate and conditions to be fixed by the Engineer-in-Charge. The non-provision of such equipment/machinery by the Engineer-in-Charge or withdrawal of such equipment/machinery originally provided by the Engineer-in-Charge shall not be taken by the contractor as a plea for delay in the work/works or for payment of any compensation whatsoever. The contractors are expected to make their own arrangements for all tools and plants required for successful execution of the work.

If the tools and plants deployed by the contractor are found to be inadequate or defective in the opinion of the Engineer-in -Charge, he shall have the right to supplement the T&P of the contractor by issue of departmental T&P at the rates and terms and conditions as fixed by the Corporation from time to time. Under such circumstances, the contractor shall have no risk to ask for extension of time on grounds of non-availability of T&P or for any effected from the contractor's monthly running bills and final bills if necessary.

Clause - 7 Contractor to supply all plant ladders, scaffoldings etc.

The contractor shall supply and provide at his own cost all materials (except such special materials if any as may in accordance with the contract be supplied from the stores of Haryana Power Gen. Corp. Ltd.), plants, tools, appliances and implements, ladders, cordage, tackle, scaffoldings and temporary work requisites necessary for the proper execution of the work, whether original altered or substituted and whether include in the specification or other documents forming part of the contract or referred to in these conditions or not, or/of satisfying or complying with the requirements which may be necessary for the purpose of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, counting and weighing and assisting in measurements, or examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-Charge at the expenses of the contractor (his decision being final in this respect) and the expenses may be deducted from any money due to the contractor under contract of any other agreement for work, supply etc.

Clause-8 Work not be sublet contrary may be rescinded and security deposits forfeited and subletting, bring or if the contractor becomes insolvent

The contractor shall not assign or sublet any work or part thereof without the written approval of the Engineer-in-Charge. And if the contractor shall assign or sublet his contract or attempt to do so or becomes insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or any bribe, gratuity, gift, load, perquisite, reward or advantage, pecuniary or otherwise, shall directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any officer or person in the employment of the corporation in any way relating to his office or employment, or if any such officer or person all become in any way directly or indirectly interested of the Corporation and in the event of any of these courses being adopted the consequences specified in the said **clause 73** shall ensue.

Clause -9 Splitting of work The work as a whole will be allotted in a single part to the bidder who is overall lowest in the merit order considering all items of work.

Clause-10 Damage to work in consequence of hostilities or war-like operation

The work (whether fully constructed or not) and all materials, machines, tools and plant, scaffolding, temporary building and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the works being damaged or destroyed in consequence of hostilities or warlike operations, the contractor shall when ordered in writing by the Engineer-in-Charge remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract debris, staking or removal of serviceable material and/or the construction of all work ordered by the Engineer-in-Charge, such payment being in addition to the compensation into the value of the work originally executed before being damaged or destroyed and not paid for. In case of work damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Engineer-in-Charge. The Contractor shall be paid for the damage, destruction suffered and for restoring the materials at the rates passed on the analysis of the rates tendered, for in accordance with the provisions of this agreement The certificate of the Engineer-in-Charge regarding the quantity and quality of

materials and the purpose for which they were collected shall be the final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions as are deemed necessary by the Engineer-in-Charge and (b) for any materials etc: Not the site of work or for any tools, plants, machinery, scaffolding, temporary buildings and other things not intended for the work.

In the event of the contractor having carried out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is ordered by the Engineer-in-Charge, but the contractor will not be entitled to any compensation on this account.

Clause -11 Public Liability & Property Damage Insurance

The contractor shall take out, pay all costs and maintain throughout the period of this contract, public liability and property damage liability insurance with the following coverage's:

i) Public liability limits for bodily injured or death, not less than Rs. 1, 00,000/- for one person and Rs.2, 00,000/- for each accident.

ii) Property liability limit for each accident not less than Rs. 1, 00,000/-

The Engineer-in-Charge shall have the right at any time to require public liability insurance and property damage liability insurance greater than those specified in sub-sections (i) and (ii) above. In any such event, the additional premiums payable solely as the result of such increase in insurance shall be added to the contract sum.

In addition, the contractor is fully responsible for all equipment and material for damage or loss from any cause whatsoever until his complete work is formally accepted. This clause governs notwithstanding the part payment which may be advance to the contractor from time to time. As such it is recommended (but not mandatory) that the contractor obtains insurance for his work up to the time the work is formally accepted by the Engineer-in-Charge. In case the contractor does not obtain the insurance, he is allowed to dispense with taking of the policy to protect against risks in respect of fire, theft, burglary, earthquake, tempest, flood, civil war in respect of the works to be constructed under the agreement and, the contractor shall indemnify HPGCL against any loss that might arise in respect of the works under the agreement on account of any risk mentioned above and give an indemnity bond which shall be valid and binding upon him till the works are completed and handed over under satisfactory conditions to HPGCL by him.

The contractor shall submit all policies for insurance to the Engineer-in-Charge for approval prior to executing such insurance and starting his work on the site.

Clause -12 Electricity: Electricity will be supplied free of cost at site of work at one point.

Clause -13 Cleanliness and Rubbish

The contractor shall from time to time remove all rubbish resulting from the execution of his work. Adjacent streets drive ways and other areas shall be kept unobstructed at all times. The resulting rubbish shall be dumped in the areas indicated by the Engineer-in-Charge or removed by the Contractor as per instructions that may be issued by the Engineer-in-Charge. In case contractor does not keep the area clean and if found necessary to get the area cleaned, the Engineer-in-Charge will issue a notice of 48 hours and get the area cleaned by some other agency. The cost of such cleaning shall, however, be borne by the contractor. In case of rubbish accumulating due to deposition by more than one contractor, the share of charges to be borne by the contractor as indicated by the Engineer-in-Charge shall be final.

Clause -14 Care of finished work protection from weather

The contractor shall effectively protect the work from action of weather and from injury or defacement and shall cover finished parts where required for their through protection. Face work shall be left perfectly clean and free from defects. The contractor shall be responsible for protection work which has been completed by other contractor. Heavy planking shall be used when moving any equipment over finished work. Metal roller shall not be permitted. The contractor shall continuously maintain adequate protection of all his work from damage and shall protect adjacent property from injury or loss in connection with the contract operations. The contractor shall provide all passage ways, guard fences, lights and other facilities for protection required by public authorities or local conditions.

Clause -15 Standards

The work shall be carried out as per detailed specifications attached. Where the specifications are inadequate in the opinion of the Engineer-in-Charge, the work shall be carried out as per C.P.W.D. specifications (with latest additions). For items of work which are not available in the C.P.W.D. specifications, they shall be carried out in accordance with the latest Bureau of Indian Standards codes

except where otherwise specified in the description of items given in the schedule of quantities. All works must be in accordance with or equal or superior to the above referred specifications. The decisions of the Engineer-in-Charge in this respect shall be final.

Clause -16 Drawings, specifications, correspondence etc.

The contractor shall be deemed to have carefully examined the general conditions of contract, specifications and drawings etc. and also have satisfied himself as to the nature and character of work to be executed and where necessary, of the site conditions and other relevant matters and details. Any information thus had or otherwise obtained from the Engineer-in-Charge shall not in any way relieve the contractor from his responsibility for supplying all materials and executing the work in terms of the contract including all details and incidental work and supply of all accessories or apparatus which may not have been specifically mentioned in the contract but necessary for ensuring complete erection and safe and efficient working, if he shall have any doubt as to the meaning of an portion of the contract, he shall before signing it set forth the particulars thereof and submit them to the Engineer-in-Charge in writing in order that such doubt may be removed. After signing the contract, the contractor will be given free of charge three copies of all contract drawings and revisions thereto, and two complete sets of specifications. The contractor shall pay for any additional copies he requires.

Such further drawings or explanations as the Engineer-in-Charge may furnish to the contractor to illustrate the work to be done will form a part of the contract documents and the contractor shall conform thereto.

All drawings and specifications, being instruments of service, are the property of the Engineer-in-Charge and shall be returned to him when work is complete.

Figured dimensions shall be followed in preference to scale and detailed drawings in preference to general layout drawings. The contractor shall verify all dimensions in the field before any work is completed.

All instructions and order given by the Engineer-in-Charge are to be maintained in the site instructions book and will be taken to have been conveyed to the contractor for his compliance.

INTERPRETATIONS

- a) Decisions by the Engineer-in-Charge shall be final and conclusive. Any dispute regarding the true intent and meaning of drawing and specifications shall be referred to the Engineer-in-Charge whose decisions as to its true meaning shall be final.
- b) The contractor shall study and compare the drawings, specifications and other information given to him by the Engineer-in-Charge and shall report in writing to the Engineer-in-Charge any discrepancies, inconsistencies or omissions of statements regarding materials and methods of constructions which he noted.
- c) Verbal instructions or information purported to have come from the Engineer-in-Charge's office will not be recognized by him unless confirmed in writing. This also applies to information given while estimating and after the contract is awarded.
- d) The drawings and specifications are intended-to coordinate between themselves so that any item set forth in either shall be recognized as if fully set forth in both.

Correspondence: All correspondence regarding design, engineering, equipment layout etc. shall be sent in quadruplicate to the Engineer-in-Charge for proper distribution purposes.

Addendum: Details regarding distribution of letters, drawings and fabrication, reports and operating instructions may be modified at a later date.

Clause-17 Alterations to specifications and designs

The Engineer-in-Charge shall have the power to make minor alterations and omissions and additions to or substitutions from the original specifications, drawings, designs and instructions, that may appear to him to be necessary during the process of the work, and the contractor shall carry out the work in accordance with any instructions which may be given to him in writing, signed by the Engineer-in-Charge, and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered, added or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same condition in all respects on which the contractor had agreed to do the main work. The time for the completion of the work shall be extended in proportion of the altered, added or substituted work to the original work and the certificate of the Engineer-in-Charge shall be conclusive as to such proportion. The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order:

- i) If the rates for the additional altered or substituted work are. Specified in the contract for the main work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the main work.
- ii) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived by the Engineer-in-Charge from the rates for a similar class of work as are specified in the contract for the main work. This shall be binding on the contractor. In the event there is no similar class of work specified in the contract or as stated in Clause (ii) above, the contract shall work out a rate for each item on the basis of the prevalent market rates and submit the same together with detailed analysis of the Engineer-in-Charge within a period of 7 days.

The Engineer-in-Charge shall within a fortnight thereafter conduct necessary negotiations with the contractor to arrive at a mutually agreeable rate, in the event he does not agree to the rate as furnished by the contractor. The Engineer-in-Charge, however, reserves to himself the right to cancel his order to carry out such work and arrange to carry out in such manner as he may consider advisable.

Clause - 18 Action where no specifications

In case of any class of work for which there is no specification as is mentioned in Clause 17, such work shall be carried out in accordance with the directions to be furnished by the Engineer-in-Charge. No extra claims on account of the absence of such specification from the original tender documents shall be entertained.

Clause - 19 Inspection and Tests

a) Inspection

Work under these tender documents shall be subject to the approval of the Engineer-in-Charge who shall determine the amount, quality, acceptability and fitness of the several kinds of works and materials which may arise as to the measurement of quantities and the fulfillment of the technical requirement of the tender documents.

The Engineer-in-Charge, his assistants and agents of the consultants shall at all times have access to all places where work is being done or where materials are being prepared for use under this contract and they shall have full and safe facilities for the unrestricted inspection or such materials and work. The contractor shall furnish any aid or assistance required for the proper inspection and examination of the work.

b) Tests

Physical and chemical tests at the cost of the contractor may be required by the Engineer-in-Charge of the materials specified herein or proposed to be used in the work. The requirements to be met and the manner of testing shall be hereinafter mentioned or as may be prescribed or approved by the Engineer-in-Charge.

The Engineer-in-Charge reserves the right to waive any of the above test requirements and to prescribe new test requirements if found necessary to expedite the work and conform to the best and latest practice as may be shown by the standards prescribed by trade organizations, manufacturers or engineering societies. The expenses of such test will be borne by the contractor unless specified otherwise.

The cost of concrete cubes/cylinders, mortar briquettes and all materials, moulds and tools required for taking test samples as and when required by the Engineer-in-Charge will be borne by the Contractor.

c) Samples

The contractor shall furnish to the Engineer-in-Charge for approval, as required by the specifications, adequate samples of the materials and finishes to be used in the work. Such samples shall be submitted before the work is commenced and in ample time to permit tests and examination thereof. All materials finally supplied shall be fully equal to the approved samples. Samples of hardware, equipment and similar materials will be returned to the contractor for incorporation into the work. The contractor shall also furnish samples for tests other than those indicated in the specifications, if in the opinion of the Engineer-in-Charge such tests are necessary for conforming to the required standards.

Clause-20 Water Charges: Water charges will be retained @ 0.50% on gross value of work.

Clause - 21 Work to be executed in accordance with specifications, drawings, orders etc.

The contractor shall execute the whole and every part of the work in the most substantial way and in a manner showing high standard of workmanship both as regards materials used and labour employed. The contractor shall also confirm exactly, full and faithfully to the designs, drawings and instructions in writing in respect of the work furnished by the Engineer-in-Charge.

Clause - 22 Power to reject sub-standard work

The Engineer-in-Charge shall have full powers to reject and require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default the Engineer-in-Charge is at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such material. In case of default, the Engineer shall also have full powers to acquire and supply proper materials to be substituted thereof and costs which may attend such removal and substitution are to be borne by the Contractor.

Clause - 23 Dismantled materials

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work etc. as Corporation's property and such materials shall be disposed off to the best advantage of the Corporation according to the instructions in writing issued by the Engineer-in-Charge.

Clause - 24 Schedule and Progress

The contractor shall furnish the Engineer-in-Charge within two weeks after the award of the contract a schedule showing when he will commence and complete the different portions of the work according to various sections of the specifications.

MONTHLY PROGRESS REPORT UPON AWARD OF CONTRACT

The contractor will indicate the construction progress which has been made during the previous month duly verified by the Engineer's field representative.

The contractor shall also submit along with the above anticipated progress schedule for the next month.

Clause - 25 Extra work shifts

Night work shall be permitted upon the written approval of the Engineer-in-Charge provided that sufficient notice is given by the Contractor where the exigencies of the work so warrants. The Engineer-in-Charge may also direct the contractor to work extra shifts on holidays and in overtime to ensure completion of contract on schedule.

Clause - 26 Work to be open to inspection

All work under or in course of execution or executed in pursuance of the contract shall at all time be open to the inspection and supervision of the Engineer-in-Charge and his authorized representative and the contractor shall at all times during usual working hours and at all other times with reasonable notice of the intention of the Engineer-in-Charge or his representative to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing to be present for that purpose.

Clause - 27 Work to be executed under the directions of Engineer-in-Charge

All works shall be executed under the direction and subject to approval in all respects of the Engineer-in-Charge who shall be entitled to direct at what points and in what manner they should commence and from time to time be carried on.

Clause - 28 Notice to be given before the work is covered up

The contractor shall give not less than seven days notice in writing to the Engineer-in-Charge before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension thereof be taken before the same is covered up or placed beyond the reach of measurement. The Engineer-in-Charge shall within the aforesaid period of seven days get work inspected and measured. If any work shall be covered or placed beyond the reach of measurement without such notice having been given or Engineer-in-Charge's consent being obtained, the same shall be uncovered at the contractor's expense or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Clause - 29 Mutual Co-operation of contractors

The contractor shall arrange his schedule of work and method of operation to minimize inconvenience to other contractors in the project. In all matters of conflict or interest the Engineer-in-Charge shall direct what compromise should be made.

Clause - 30 Appointment of Technical Staff by contractors

The contractor shall employ technical staff during the executions of the work having sufficient experience. The contractor is also required to supply all supervisory personnel necessary to complete his work in strict accordance with the applicable drawings and specifications and within the scheduled completion date for his work.

Clause - 31 Contractor to preserve peace

The contractor shall at all times during the progress of work take all requisite precautions and use his best Endeavour to prevent any riotous or unlawful behavior by or amongst the workers and others employed on the works and for the preservation of peace and protection of the inhabitants and the security of property in the

neighborhood of works. He shall also pay the charges of special police if any that may be deployed for maintenance of peace and law and order at the discretion of the Engineer-in-Charge.

Clause - 32 Materials/Stores supplied by the Corporation

If the specifications or the schedule of items provides for use of any special materials to be supplied from the Engineer-in-Charge's stores, or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-Charge as shown in the scheduled of materials, the contractor shall be bound to procure and shall be supplied such materials and stores as are from to time required to be used by him for the purpose of the contract only and the value of full quantity of material and stores so supplied at the rates specified in the said schedule of materials may be set off or deduction from any sums then due to or thereafter to become due to the contractor under the contract, or otherwise or against or from the security deposit. All materials supplied to the contractor shall remain the absolute property of the Corporation and shall be at all times open to inspection by the Engineer-in-Charge. Any such materials remaining unused and in perfectly good condition at the time of completion or termination of the contract shall be returned to the Engineer-in-Charge at a place directed by him a notice in writing under hand shall so require but the contractor shall not be entitled to return any such materials unless with such consent and shall have no claim or compensation on account of any such materials so supplied to him as aforesaid not being used by him or for any wastages in or damage to any such materials. Provided that the contractor shall in no case be entitled to any compensation or damages on account of any such materials and stores. Provided further that the contractor shall be bound to execute the entire work if the materials are supplied by the Corporation within the scheduled time of completion of the work or if a part only of the materials has been supplied within the aforesaid period then the contractor is bound to do so much of the work as may be possible within the materials and stores supplied in the aforesaid period for the completion of the rest of the work the ; contractor shall be entitled to such extension of time as may be determined by the Engineer-in-Charge whose decision in this regard shall be final. The deductions for the cost of the materials issued by HPGCL to the contractor shall normally be done from the running bills as per the actual consumption of the material in the work covered by the respective running bill. Engineer-in-Charge, however, reserves his right to deduct the entire cost of the materials as mentioned above.

Clause - 33 Indent for materials

The Contractor shall furnish to the Engineer-in-Charge at least one month in advance a statement showing the quantities of materials as specified in the schedule and the approximate time the same are required by him for works.

Clause - 34 Loading, Transporting and Unloading of Stores

It shall be the responsibility of the contractor to take delivery of the materials from the stores of the Engineer-in-Charge or from such location as may be indicated by the Engineer-in-Charge within the project area and arranging for loading, transporting and unloading at the site at his cost. In case of materials which are handed over to the contractor at the railway siding at Panipat, directly from wagon, the contractor shall arrange for unloading and clearing of wagons within the time limit. Any demurrage due to delay in unloading will be payable by the contractor.

Clause - 35 Storage of materials: It will be the duty of the contractor to inspect the materials supplied to him prior to taking delivery thereof and to satisfy himself that they are in good condition. After the materials have been delivered by the Engineer-in-Charge, it shall be the responsibility of the contractor to keep them in good condition and under proper storage wherever necessary. If the materials are damaged by the contractor the same shall be made good by the contractor at his own cost as per the directions of the Engineer-in-Charge. And in case it is found necessary in the opinion of the Engineer-in-Charge to arrange for the replacement by the Corporation, he shall be required to pay the actual cost and the expenses incurred thereon by the Corporation.

Clause - 36 Return of surplus materials

Notwithstanding anything contained to the contrary in any or all the courses of this contract, where any materials for the execution of the contract are procured with the assistance of the Corporation either by issue from Corporation stocks of purchase made under order or permits or licenses issue by the Corporation, the contractor shall hold the said material economically and solely for the purpose of the contract and shall not remove the same from the site of the work or dispose them without the permission of the Engineer-in-Charge in writing, or return if required by the Engineer-in-Charge all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being pays or credited such prices as Engineer-in-Charge shall determine having due regard to the conditions of the materials. The contractor shall also not be entitled to carriage

and incidental charges for returning the surplus materials from and to the firms/stores/warehouses etc. where from they were issued. In regard to the price allowed to him excluding the storage if any the decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid conditions, the contractor shall in addition to the terms of the contract throw himself open to action for contravention of the terms of the licenses or permits and/or for criminal breach of trust be liable to Corporation for all moneys, advantages, profits resulting or which in the usual course would have resulted to him by reason of such breach. With regard to issue of structural steel:

- i) All bars 4.5 meters or above in length would be taken back HPGCL at the issue rates less storage charges as given in the tender specification.
- ii) Cut-pieces as defined in the specification i.e. bars below 4.5 meters in length, structural steel members below three meter in length and plates below one sq. meter in area (width also being less than 300 mm can be taken back by HPGCL at its option in whole or part thereof). The credit for such cut pieces which are taken back by HPGCL shall be given at issue rates less storage charges as mentioned in the specifications. Cut pieces which are not taken back by HPGCL can be taken by firm only with the written permission of the Engineer-in-Charge (such permission shall be given when cut pieces are not required by HPGCL).

Clause - 37 **Labour:** No labour below the age of eighteen years shall be employed on the work.

Clause - 38 **Minimum wages act**

The contractor shall comply with all provisions of the minimum wages act 1948, and any modification thereof and rules framed there under and other labour laws.

Clause - 39 **Fair wages clause Payment of wages to labour**

The contractor shall pay not less than fair wages to labours engaged by him on the work.

Explanation

Fair wages means whether for time of piece work notified at the time of inviting tenders for the work and where such wages have not been so notified, the wages prescribed by the competent authority under the minimum wages act for the district in which the work is done. It will be notified in consultation with the officers of the Industrial Relation Machinery located in the respective area and will not be less than the minimum rates of wages fixed by the local state Government for the class of employees engaged on the type of work in the same area. The contractor shall notwithstanding the provisions of any contract to the contrary cause to be paid fair wages to labours indirectly engaged on the work including any labour engaged by his subcontractor in connection with the said work as if the labours had been immediately employed by him. In respect of all directly or indirectly employed in the works for performance of the contractor's part of this agreement, the contractor shall employ with or cause to be complied with the contractor's labour regulation made by local/state Government from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorized made maintenance of wages books, wages slips, publications of scale of wages and other terms of employment inspection and submission of periodical return and all other matters of alike nature. The Engineer-in-Charge or the officer concerned shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfillment of conditions of contract for the benefit of the workers, non-payment of wages or of deductions made by him from their wages which are not justified by the terms of the contract or on observance of the regulations. Under the provisions of the minimum wages act, 1948 and the minimum wages (central) rules, 1980, the contractor is bound to allow or cause to be allowed to the laborers directly or indirectly employed in the works one day rest for six days continuous work and pay wages at the same rate as for duty in the event of default, the Engineer-in-Charge of sub-divisional officer shall have the right to deduct the sum not paid on account of wages for weekly holiday to any labourer, and pay the same of the persons entitled thereto from the Executive Engineer concerned. Vis-a-vis the Haryana Power Generation Corporation Ltd. and the contractor shall be primarily liable to all payment to be made under and or the observances of the regulations aforesaid without prejudice to his right to claim indemnity from his subcontractors. The regulations aforesaid shall be deemed to be part of this contract and any breach thereof shall deemed to be breach of this contract.

Clause - 40 **Compensation of workers**

In very case in which by virtue of the provisions of section 12 sub-section (i) of the workmen's compensation act 1923, the Corporation is obliged to pay compensation to a workman employed by the contractor in the execution of the works the Corporation will recover from the contractor the amount of the compensation so paid with prejudice to the rights of the Corporation under section-12, sub-section (2) of the said act, the Corporation

shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Corporation shall not be bound to contest any claim made against it under section 12 sub-section (i) of the said act, except on the written request of the contractor and upon his giving to the Corporation full security for all costs for which the Corporation might become liable in consequence of contesting such claims.

Clause – 41 Safety arrangements for labour

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of his agreement the contractor shall at his own expense arrange for the safety provisions as per CPWD safety code framed from time to time and shall at his own expense provide for all facilities in connection herewith. The safety code of CPWD is the accepted code of this project also as referred in Annexure-B and all amendments thereto from time to time shall also be applicable. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs. 100/-for each default and in addition the Engineer-in-Charge shall be at liberty to make arrangements and provide facilities as aforesaid and recover the costs incurred in this behalf from the contractor.

Clause – 42 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.

Clause - 43 Rates for substituted items

In case of contract or substituted items which individually exceed the quantities stipulated in the contract by more than the deviation limit, except the items relating to foundation work which the contractor is required to do under clause 22 above, the contractor shall within 7 days from the receipt of order, claim revision of the rates supported by proper analysis in respect of such items for quantities in excess of the deviation limit, notwithstanding the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provisions of sub-clause (ii) of clause 22, and the Engineer-in-Charge may revise their rates, having regard to the prevailing market rates and the contractor shall be paid in accordance with the rates so fixed. The Engineer-in-Charge shall, however, be at liberty to cancel his order to carry such increased quantities of work by giving notice in writing to the contractor and arrange to carry it out in such manner as he may consider advisable. All the provision of the preceding paragraphs shall equally apply to the decreases in the rates of items for quantities in excess of the deviation limit, notwithstanding the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provisions of sub clause (ii) of the preceding clause 22 and the Engineer-in-Charge may revise such rates having regard to the prevailing market rates.

Clause - 44 Contractor to be given a week to file objection to the measurements recorded by department

Before taking any measurement of any work as has been referred to in clause 61 and 62 hereof, the Engineer-in-Charge or a subordinate deputed by him shall give reasonable notice not exceeding 7 (seven) days to the contractor. If the contractor fails to attend at the measurements after such notice or fails to counter-sign or to record the difference within a week from the date of measurements in the manner required by the Engineer-in-Charge, then in any such even the measurements taken by the Engineer-in-Charge or by the subordinate deputed by him as the case may be would be final and binding on the contractor and the contractor shall have no right to dispute the same.

Clause - 45 Payment on intermediate certificate to be regarded as advance

No payment shall be made for works estimated to cost no more than rupees two thousand and five hundred, till after the whole of the works shall have been completed and certificate of completion given. But in the case of works estimated to cost more than rupees two thousand and five hundred, the contractor shall on submission of the bill therefore be entitled to receive a monthly payment proportionate to the thereof then executed to the satisfaction of the Engineer-in-Charge, whose certificate of the sums payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for works actually done and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and re-conducted or re-erected or be considered as an admission of the performance of the contract or any part thereof in any respect of the securing of any claim nor shall it conclude, determine or affect in any way the powers of the

Engineer-in-Charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed or completion of the work or of the date the certificate of completion furnished by the Engineer-in-Charge and payment shall ordinarily be made within three months of the submission of such bill. If there shall be any dispute about any items of the work then the undisputed item or items only shall ordinarily be paid within the said period.

Clause - 46 Bills to be submitted monthly

A bill shall be submitted by the Contractor each month on or before the date fixed by the Engineer-in-Charge for all works executed in the previous month and the Engineer-in-Charge for all works executed in the previous month and the Engineer-in-Charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified, and the entire claim as far as possible adjusted before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid the Engineer-in-Charge may depute within seven days of the date fixed as aforesaid a subordinate to measure up the said work in the presence of the contractor whose counter-signatures to the measurement list will be sufficient warrant and the Engineer-in-Charge may prepare a bill from such list. Otherwise action will be taken as per terms & condition of the contract by Engineer-in-Charge which will be final.

Clause - 47 Recovery of Corporation's dues

Whenever any claim against the contractor for payment of a sum or money arises out of or under the contract, HPGCL shall be entitled to recover such sum by appropriating, in part or whole, the security deposit of the contractor, in the event of the security deposit being insufficient, the balance or the total sum recoverable as the case may be shall be deducted from any sum then due or which at any time there after may become due to the contractor under this or any other contract with the Corporation. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to the Corporation on demand the balance remaining due similarly any sums due to the Corporation from the contractor on account of any other contract shall be recoverable from any sums due to the contractor under this contract.

The Corporation shall have the right to cause an audit technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount or over payment and it shall be lawful for the Corporation to recover the same from him in the manner prescribed in sub clause (i) of this clause or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under the contract shall be duly paid by the corporation to the contractor,

Clause - 48 Appropriation of dues

Any sum of money due and payable to the contractor including security deposit returnable to him under this contract and set off against any claim of the Corporation may be appropriated by it for the payment of such money arising out of or under any contract made by the contractor with the Corporation.

Clause - 49 Sales and other taxes

Sales tax/octroi or any other tax in respect of this contract shall be payable by the contractor and the Corporation shall not entertain any claim whatsoever in any respect. If pursuant to or under any law, rules, notifications or orders, any royalty, cases fee or the like is paid by the Corporation to the State Government/ Local authorities in respect of this contract, it shall be lawful for the Corporation and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from the dues of the contractor.

Clause - 50 Permits. Fees and Taxes

The contractor shall include in the tender price all tax properly applicable to his preparation The contractor shall obtain and pay for all permits, licenses or other privileges necessary to complete the work, certificates of which shall be delivered to the Engineer-in-Charge, and will become the property of the Engineer-in-Charge except the import licenses for imported materials required and permits for controlled items will be obtained by the Engineer-in-Charge the requisition for which should be furnished to the Engineer-in-Charge well in advance.

Service tax: The service tax as applicable as per latest instructions will be deducted at sources and same shall be deposited by HPGCL to the concerned department.

Clause - 51 Contractor liable for damage done for imperfections noticed within the prescribed guarantee period after the certificate

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working or any building roads, road curb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grass land, or cultivated ground continuous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress from any cause whatever or if any defect, shrinkage or other fault appear in the work within the guarantee period after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising- out of defective or improper materials or workmanship, the contractor shall upon a receipt of a notice in writing in that behalf makes the same good at his own expense, or in default the Engineer-in-Charge may cause the same to be made good by any outside agency and deduct the expense from any sums that may be then or at any time thereafter may become due to the contractor from the Corporation in respect of any other agreement, for works, supplies etc. or from his security deposit. The security deposits of the contractor shall not be refunded before the expiry of the period of guarantee when a specified guarantee has been stipulated in the technical specification for a period in excess of the said 6 (six)months the security deposit shall not be refunded before the expiry of this period.

If the period of guarantee of any individual items of work is extended following the remedying of the defect in that items of work, the Engineer-in-Charge shall retain ten percent of the value of such individual items of work out of the security deposit for not less than stipulated guarantee period starting from the formal re-acceptance date by the Engineer-in-Charge.

Clause - 52 Non-fulfillment of performance guarantee

Non-fulfillment of the general performance guarantees as stated in section 68(a) and in the specifications shall result in the application.

Clause - 53 Guaranty

The contractor shall guarantee that the materials and workmanship are the best of their respective kinds for the service intended and all the items will be free from all inherent defects in workmanship or materials.

If, after installation and trial operation, any equipment or material shall fail in any respect to meet the above guarantee, the contractor at his own expense and without expense to the Corporation shall place such work in a condition which will meet the above guarantee.

Guarantee as required shall be furnished by the contractor upon forms approved by the Engineer-in-Charge and shall be signed by both the contractor and the subcontractors whose work is involved.

These specifications assume a proper degree of skill upon the part of all contractor and workmen employed. The contractor shall consult with the Engineer-in-Charge whenever in his judgment, variation in the work of construction or in the quality of material would be beneficial or necessary to fulfill the guarantees called for. Such variations may be made by the contractor only when authorized by the Engineer-in-Charge.

The contractor shall provide a guarantee to remedy defects at his own cost in his work due to fault materials or workmanship, or both, which shall appear within the time specified for the guarantee. He shall pay for any damage to other work resulting from his own faulty work within the time specified. The contractor shall remedy such defects within a reasonable period of time.

Penalty for non-fulfillment of any guarantee shall be as provided in penalty clause above.

Period of guarantee

The period of the general guarantee on all construction works shall be three months starting from the date of acceptance of complete work of the contractor by the Engineer-in-Charge. However, should any defect arise in any item of work within this time, the required period of guarantee of that individual items only will be modified to one complete year, starting from the formal re-acceptance date by the Engineer-in-Charge following the remedying the defect by the contractor.

Clause - 54 Compensation for delay

The time allowed for carrying out the works as entered in the tender shall be strictly observed by the contractor and shall be deemed to be these essence of the contract on the part of the contractor and shall be reckoned from the tenth day after the date on which the order to commence the work is issued to the contractor. As soon as practicable after the acceptance of his tender, the contractor shall submit to the Engineer-in-Charge for his approval a programmer showing the order or procedure and method in which he proposes to carry out the works in accordance with the schedule of instructions furnished with these tender papers. He shall also whenever required .by the Engineer-in-Charge furnish for his information particulars in writing of the contractor's arrangements for carrying out all the works and the constructions plan and

temporary work which the contractor intends to make use or construct, as the case may be. Nevertheless, the submission to and approval by the Engineer-in-Charge of such programmer or the furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract.

The work shall throughout the stipulated period of the contract be preceded with all due diligence and further to ensure good progress during the execution of the work, the contractor shall be bound in all cases in which the time allowed for any work exceeds one month (save for special jobs) to complete one eighth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, three eighth of the work before one half of such time has elapsed and three fourth of work before three fourth of the time has elapsed. However, for special jobs if a time schedule that has been submitted by the contractor and the same has been accepted by the Engineer-in-Charge being within the contract period, the contractor shall comply with the said time schedule. In the event of the contractor failing to comply with this condition, he shall liable to pay as compensation an amount equal to one half percent of cost of the whole work as shown in the tender for every one week that the⁷work remains incomplete, provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10 (ten) percent of the estimated cost of the work as shown in the tender.

Clause - 55 Compensation for delay

The time allowed for carrying out the works as entered in the tender shall be strictly observed by the contractor and shall be deemed to be these essence of the contract on the part of the contractor and shall be reckoned from the tenth day after the date on which the order to commence the work is issued to the contractor. As soon as practicable after the acceptance of his tender, the contractor shall submit to the Engineer-in-Charge for his approval a programmer showing the order or procedure and method in which he proposes to carry out the works in accordance with the schedule of instructions furnished with these tender papers. He shall also whenever required .by the Engineer-in-Charge furnish for his information particulars in writing of the contractor's arrangements for carrying out all the works and the constructions plan and temporary work which the contractor intends to make use or construct, as the case may be. Nevertheless, the submission to and approval by the Engineer-in-Charge of such programmer or the furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract.

The work shall throughout the stipulated period of the contract be preceded with all due diligence and further to ensure good progress during the execution of the work, the contractor shall be bound in all cases in which the time allowed for any work exceeds one month (save for special jobs) to complete one eighth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, three eighth of the work before one half of such time has elapsed and three fourth of work before three fourth of the time has elapsed. However, for special jobs if a time schedule that has been submitted by the contractor and the same has been accepted by the Engineer-in-Charge being within the contract period, the contractor shall comply with the said time schedule. In the event of the contractor failing to comply with this condition, he shall liable to pay as compensation an amount equal to one half percent of cost of the whole work as shown in the tender for every one week that the⁷work remains incomplete, provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10% of the estimated cost of the work as shown in the tender.

Clause - 56 Contractor to remain liable to pay compensation if action not taken under clause 67 Power to take possession of or require, removal of or sell contractor's plant

In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause 67 hereto, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such power shall notwithstanding to exercisable in the event of any future case of default by the contractor and liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the proceeding clause, he may if he so desires after giving a notice in writing to the contractor take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final) use as on hire (the amount of the hire money having also fixed in final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works or the site thereof, belonging to the contractor, or procured by contractor and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of these not being applicable at current market rates to be certified by the Engineer-in-Charge whose certificate thereof shall be final, otherwise the Engineer-in-Charge by notice in writing may order the contractor or his clerk of the works, foremen or other authorized agent to remove such tools, plants, materials and stores from the premises (within a time to be

specified in such notice) and in the event of the contractor failing to comply with any such requisition the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Clause - 57 Action and compensation payable in case of bad work

If it shall appear to the Engineer-in-Charge or his subordinate in charge of the work that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall on demand in writing which shall be made within the period specified in Clause 62 from the Engineer-in-Charge specifying the work materials or articles complained of notwithstanding that the same may have been passed or certified forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or provide other proper and suitable materials or articles at his own charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid then the contractor shall be liable to pay compensation at the rate of one half percent of cost of whole work as shown in tender for every one week that the work remains incomplete provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed ten percent of the estimated cost of work as shown in the tender, while his failure to do so shall continue and in the case of any such failure the Engineer-in-Charge may rectify or remove or execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

Clause – 58 Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Corporation without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

Clause -59 Determination and termination of contract

The Engineer-in-Charge may without prejudice of his right against the contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and wither the date for completion has or has not elapsed by notice in writing, absolutely determine the contract in any of the following cases:

- i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in-any inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirements of such notice for a period of seven days or suspend the execution of the work so that either in the judgment of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion or he has already failed to complete the work by that date.
- ii) If the Contractor being a company shall pass a resolution or the court shall make an
- iii) Order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or manager or which entitled the court to make a winding up order.
- iv) If the contractor commits breach of any of the terms and conditions of this contract.
- v) If the contractor has made himself liable for action under any of the case aforesaid, the Engineer-in-Charge on behalf of the Corporation shall have powers:

To determine or rescinded the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination or rescission the security deposit of the contractor available within the Corporation at such time shall be liable to be forfeited and shall be absolutely at the disposal of the Corporation.

To employ labour paid by the Panipat Thermal Project Authorities and to supply materials to carry out the works for any part of the work debiting the contractor of the materials of the amount of which cost and price certified by the Engineer-in-Charge shall be final and conclusive against the contractor and crediting him with the value of the work done in all respects as if it had been carried out by the contractor under the terms of his contract. The certificate of the Engineer-in-Charge as the value of the work done shall be final and conclusive against the contractor provided always that action under the sub-clause shall only be taken after giving notice

in writing to the contractor. Provided also that if the expense incurred by the Corporation is less than the amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor. In such an event, the security deposit of the contractor available with the Corporation at that the time shall be absolutely at the disposal of the Corporation.

After giving 15 days notice to the contractor to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case any expense which may be incurred in excess of such which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess certificate in writing of the Engineer-in-Charge shall be final and conclusive) shall be born and paid by the original contractor and may be deducted from any money due to him by the Corporation under this contract or any other account whatsoever or from his security deposit on the proceeds as the case may be. In such as event as well, the security deposit of the contractor available with the Corporation at that time shall be liable to be forfeited and shall be absolutely at the disposal of the Corporation.

In the event of any one or more of the above cases, being adopted by the Engineer-in-Charge the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account of and with a view to the execution of work of the performance of the contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only entitled to be paid the value so certified.

Clause - 60 Change in constitution

Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of clause 8 hereof and the same action may be taken and the same consequence shall ensue as provided in the said clause 8.

Clause - 61 Termination on the death of contractor

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Engineer-in-Charge on behalf of the Corporation shall have the option of terminating the contract without compensation to the contractor.

Clause - 62 Relatives of contractor in department

No one shall be permitted to tender for the works where any of his near relatives is posted to deal with the day to day duties including passing of bills etc. and who is working in any capacity requiring him to give instructions/advice and in particular any officer/official of the Corporation including the members of the Corporation. Any breach of this condition by any one shall render him liable to be removed from the list of the contractors for the Haryana Power Generation Corporation Ltd- and the work entrusted to him may be terminated thereof without any compensation whatsoever.

Note: By the term near relatives is meant wife/husband, parents and grandparents, children and grand children/ brothers and sisters, uncles and cousins and their corresponding in-laws.

Clause - 63 Retired Government servants taking to contract

No engineer of gazette rank or other gazette officer employed in engineering or administrative duties in the Engineering Department of the Corporation is allowed to work as contractor for a period of two years of his retirement from Corporation's service without the previous permission of the Corporation. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be a person who had not obtained the permission of the Corporation as aforesaid before submission of the tender or engagement in the contractor's service as the case may be.

Clause - 64 Contractor's office, stores, workshop etc.

Subject to availability, the Engineer-in-Charge shall at his discretion and for the duration of the execution of the contract make available at site, free of charge land for construction of contractor's field office, workshop, stores, assembling yard etc. required for execution of the contract. Leveling and dressing of site, and construction of

temporary roads, offices, workshop etc. as per plan approved by the Engineer-in-Charge shall be done by the contractor at his own cost. The area of land required for constructing field office stores etc. as per this clause shall be indicated separately in the prescribed form of Panipat Thermal Power Project authorities. The payment of final bill shall not be made until and unless the contractor has handed over the vacant possession of land allotted to him for the above purpose.

Clause - 65 Security Rules: The project area will be a protected area. The contractor, their employees and laborers will have to follow the security rules as may be imposed from time to time by the Engineer-in-Charge. If contractors, their employees or laborers are found to be reluctant to follow the rules, Engineer-in-Charge will have the right to prohibit such employee's from entering into the project area.

Clause -66 Watching & Lighting: The contractor shall provide and maintain at his own cost all lights and watchmen where necessary or required by the Engineer-in-Charge for the protection of the works or for the safety or convenience of the public or others.

Clause - 67 Everything at contractor's risk

The contractor shall undertake all risk and liabilities of whatsoever kind arising out of the works including by way of application but not by way of limitation, all risks attended on the nature of the site, the soil, sub-soil, the levels and consistency of strata in or on which the works are to be found or constructed. Also all risks of fire, floods, gales or winds, variation of water levels in sub soil, quantities of water to be pumped, discharge of existing water course and rains, traffic delays and other causes, whether in or beyond contractor's control, which may affect the works during the construction and all damages which may happen in any way however to the works during their progress shall be made good by the contractor at his own expense.

Clause – 68 Site Order Books: The contractor shall maintain the site order book for recording day to day instructions given at site by the Engineer-in-Charge besides keeping a record of weather conditions, staff employed, progress of work etc.

Clause - 69 Patent Rights

The contractor shall fully indemnify the Corporation against any action, claim or proceeding relating to infringement of use of any patent or design or any alleged patent of design rights and shall pay any articles or part thereof included in the contract.

In the event of any claim made under or action brought against Haryana Power Generation Corporation Ltd. in respect of any such matter as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty at his own expense to settle any dispute or to conduct any litigation that may arise there from. Provided that the contractor shall not be liable to indemnify the Corporation if the infringement of the patent or design of any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

Clause - 70 Income Taxes

The Income tax as applicable from time to time will be deducted at source from the bills.

Clause - 71 EPF

The contractor will deduct and deposit EPF of his labour staff/worker as applicable from time to time in his own EPF A/c code and then produce a photocopy of documentary evidence of EPF Challan with each R.A. Bill for the concerned period.

Clause - 72 Public Liability Cover

The contractor is liable for the Public liability cover/Group insurance for the labour /worker. Clause - 69 Jurisdiction Irrespective of the place of delivery, the place of performance or place of payment under contract shall be deemed to have been made at the place from which the acceptance of the tender has been issued. As such, the courts of the Panipat from where acceptance of this has been issued shall have jurisdiction to decide any dispute arising out of or in respect of contract.

Clause - 73 ESI

The contractor will deposit ESI Charges and will produce ESI Challan.

Clause -74 ENVIRONMENTAL CLAUSE:

The firm will follow the environmental laws as applicable from time to time.

Clause-75 Arbitration

If any question, dispute, difference or objection whatsoever arises in any way connected with or arising out of the instrument or meaning or operation of any part thereof or the rights, duties or liabilities of either party, including the termination of the contract by either party and correctness thereof, at any stage whatsoever, it shall be referred to the arbitration of the Managing Director, HPGCL or his nominee not below the rank of a Superintending Engineer subject to the following conditions:-

- i) That in the first instance, before referring the matter to arbitration, it shall be referred by the contractor for being settled by the Engineer-in-charge of the work at the time of such reference in writing. The Engineer-in-charge shall convey his decision in writing to the contractor within a period of 90 days from such a request in writing by the contractor. The decision given by the Engineer-in-charge shall be final and binding upon the contractor except where he moves the Engineer-in-charge in writing for reference of such a claim or dispute to arbitration within a period of 60 days of his receipt of decision of the Engineer-in-charge in writing. In case the contractor fails, to make a written request within the stipulated period, the decision so conveyed to him by the Engineer-in-charge will be final and binding on both parties. In case the Engineer-in-charge fails to convey his decision in writing within a period of ninety days as referred to above, the contractor may, make a request to the Managing Director within 60 days of the expiry of the said 90 days to refer the matter to arbitration and the same shall be referred to arbitration in the manner provided hereinafter. The work under the contract shall not be stopped and shall continue during the arbitration proceedings.
- ii) That reference of dispute or difference referred to above for arbitration to an officer not below the rank of a Superintending Engineer, HPGCL, shall be by designation. It will not be a valid objection to any such reference to the arbitration that the arbitrator so appointed is an employee or is in employment of HPGCL, or he had to deal with the matters to which the contract relates or that the said arbitrator has expressed his views on all or any of the matters in dispute.
- iii) In case the arbitrator is unable or unwilling to act as an arbitrator for any reason whatsoever, the Managing Director shall be competent to appoint or nominate any other officer not below the rank of a Superintending Engineer as the arbitrator and the arbitrator so appointed shall be competent to proceed with the reference as if he had been appointed as the arbitrator initially.
- iv) In case the party invoking the arbitration is the contractor, the reference for arbitration shall be maintainable only after the contractor furnishes to the satisfaction of Engineer-in-charge a cash security deposit @ 3% of the total amount claimed by him. The sum so deposited by the contractor shall, on the termination of the arbitrator proceedings, be adjusted against the cost if any amount awarded against the contractor. The remaining amount shall be refunded to the contractor within one month from the date of the award.
- v) That the stamp fee due on the award shall be payable by the party at the discretion of the arbitrator and in the event of such party failing to pay the stamp fee, it shall be recoverable from any sum due to such party under this contract or any other contract.
- vi) The venue of the arbitration shall be such place or places as may be fixed by the arbitrator from time to time at his sole discretion.
- vii) Neither party shall be entitled to bring a claim for arbitration if not moved in writing for that purpose to the Managing Director HPGCL within six months from the date of the dispute is arisen between the parties.
- viii) The arbitration shall be deemed to have entered the reference on the day fixed by the arbitrator for the appearance of the parties from the first time.
- ix) Subject to the stipulation made in this clause, the arbitration proceeding shall be conducted in accordance with the provision of the Arbitration & Reconciliation Act, 1996.

NOTE: Engineer-in-charge means the concerned Chief Engineer under whom the work is executed.

ADDITIONAL TECHNICAL/GENERAL TERMS & CONDITIONS

- 1. IMPLEMENTATION OF LABOUR LAWS BY THE CONTRACTOR:** The contractor must be on the list of contractors got registered from labour Department Haryana under Section 7 of labour Contract Act-1970 by PTPS (Registration of Estt.) or get himself registered after the allotment of the work by supplying their requisite particulars to the C.L.O.W thought the officer Sncharge of the work. He should also obtain a valid labour licence under section-12 of ibid act tor the work awarded to him immediately after the allotment of work and 3 copy of the same must be submitted alongwith the contract Agreement or with the first running bill. The contractor shall maintain necessary records under contract labour Act-1970 viz Register of wages, Muster Roll/Attendance register, employment card/gate pass, overtime register, Register of deduction, Register of advance. Register of fine, wages lip, service certificate register, register of workman employed by contractor, etc. as required under aforesaid Acts and the same shall be made available with the site Incharge of the work or authorized representative of the contractor for checking/inspection as and when required by the officer In-Charge Project Authorities or labour Department/Govt. of Haryana. Non- maintaining /Non-production of the above registers/forms in that case under section-23-24 of the ibid act will be treated as offence and the contractor will be liable for prosecutions by the labour department Govt. of Haryana under section-71-72 of the contract labour Act-1970, the contractor is to ensure the disbursement of wages of the 'workers in the presence of authorized representative of the Principal Employer. The contractor is bound to pay the wages as fixed by the labour Commissioner, Haryana as per existing/revised rates from time to time. No labour below the prescribed limit of age i.e 18 years and above 60 years shall be employed by the contractor on his allotted work. The contractor shall submit an undertaking stating that all risks & responsibilities towards labour will be owned by him. The contractor will engage labour after getting the character antecedents verified from the Police.
- a) Department and a copy of the same should be retained by the officer incharge of the work for its record.
 - b) The contractor shall abide by all the labour lawas required to be followed and he shall furnish an undertaking on non Judicial stamp paper of appropriate value duly attested by the Notary Public to the effect that he will comply with all the Acts, laws and regulations as may be applicable with regard to performance of work, including but not limited to factory Act-1948. industrial Dispute Act 1947 Workmen compensation Act-1923. Employees State Act-1943. EPF Act-19'.)?, payment ol wages Act.1936. Minimum wages Act-1948, Contract labour Act (Regulation .and Abolition Acs, 1970 and other rules and regulations as framed by the Central/Haryana Govt in this regard from time to time.The contractor shall also specify n the above undertaking that all the labour/workmen engaged by him for rendering the services under the contract will be employees of the contractor for all! the intent and purposes and shall have no claim/right on the HPGCL. All risks, Responsibilities and liabilities towards his labour shall be owned by him. The contractor will take such steps as may be directly responsible for any dispute arising between him and his labour/workmen and keep the HPGCL and its oHu.ers indemnified from and against all losses, damages and any claim/liability arising their iiom. Under no circumstances whatsoever, HPGCL would be held responsible in respect of the contractor's workers. In case any expenditure is incurred by HPGCL as a result of certain dues on the part of the contractor's labour or otherwise the HPGCL is to recover/claim such dues/compensation from the contractor's pending payments or through court of law.
 - c) Besides the above, theory shall obtain an affidavit on the non-judicial stamp paper m under his seal and duly attested by the Notary Public from each and every of his individual

worker/employee that they will not claim any employment in HPGCL in lieu of services rendered by them to the contractor namely M/s _____ against work order No. ___ dated. _____ and all the disputes whatsoever and of any nature, will be settled by their contractor who has engaged them. These affidavits along with his own undertaking as per para-VII (a) above shall be submitted by the contractor to the officer in-charge.

- d) The Contractor will deposit the ESI contribution and EPF of the workers engaged by him along with employees shares and copies of the receipted challans will be submitted to the officer-in-charge of work along with running payment bills.

2. Safety Rules:-

The contractor shall have to comply with all the safety rules. The Chief Safety Officer shall impose penalty of Rs. 200/per day per head if the workers of the contractor are found to be working carelessly and/or in violation of use of proper protective equipments. 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 very serious accident or direct loss to the corporation/threatens to cause severe consequences, higher penalty rate may be imposed including suspension/termination of the contractor, 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. Are made by/with the worker of the contractor and if prosecution launched by Chief Inspectors of factories, Chandigarh against occupier/factory manager or any other authority of HPGCL the contractor shall be liable to deposit the amount of fine/penalty decided by the court on the same day. In case of the amount shall be recovered from the outstanding dues /liabilities of the contractor against his contract or any other contract at PTPS besides other action HPGCL, may deem fit. A safety clearness certificate from the Chief Safety Officer has to be attested along with.

3. Negotiation with bidders:-

- a) The price discovery for the Rate Contract shall be generally determined based on the rates quoted by the L₁ bidder (overall) lowest and the negotiations, if any, held with the lowest bidder. However, the rate contract negotiations could be held up to L₃ bidder, if the difference between the L₁ quoted rates and those quoted by the L₂ and L₃ is within 5% of the L₁ quoted rates. In cases 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 the L₁ bidder. However, in such a situation, the original L₁ bidder shall be given one more opportunity to match the discovered price. In case of acceptance, he would be treated as the L₁ bidder.
- b) 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.
- c) No deviation shall be allowed. However, in case of deviation of taxes etc., the same be loaded for comparison purpose.
- d) Selection preference of the tendered work may be allowed as per policy of the State Govt. to the Industrial Unit located in Haryana on the lowest valid rates if tendered so claim with requisite documentary evidence.
- e) The merit order of L₁, L₂, L₃ bidder will be decided with overall/ total value quoted by the respective bidders.
- f) The bidders, agreeing to accept the counter-offer of the discovered price following the above process, may be approved on the Rate Contract.
- g) The work as a whole will be allotted in a single part to the bidder who is overall lowest in the merit order considering all items of work.

4. **SPECIAL TERMS AND CONDITIONS**

1. **As the GST is applicable. So recoveries of all taxes/levies, income tax etc. as per statutory provisions as applicable shall be made at source while releasing the payments to the contractor against the work done. So the rates to be quoted accordingly.**
2. Conditional tender will not be accepted condition after the opening of tender may make his tender invalid and may also render him-self liable for the forfeiture of earnest money.
3. No tender shall be considered unless accompanied by Earnest money in shape of the Crossed Demand Draft in favour of the Sr. Account Officer/O&M-I, PTPS, HPGCL, Panipat, payable at Panipat/Thermal plant or the cash at counter with the Sr. Account Officer/O&M-I, PTPS, HPGCL, Panipat.
4. The competent authority shall reserve the right to reject any or all the tenders without assigning any reason whatsoever.
5. The completion period shall be reckoned from the 7th day of issues of L.O.I or actual start of work whichever is earlier.
6. In case of necessity, the two no. pumps installed in village sutana to be operated from the existing manpower deployed and no payment will be made for this activity.
7. In case of necessity the submersible pumps to be installed & operated in the Peripheral drain from the manpower deployed. No payment will be made for this activity.
8. The rates should be quoted keeping in view that the offer shall be valid and open up to 120 days from the date of opening of tenders. It should be noted clearly that the validity period is un-negotiable and any deviation from the same can put the tender liable for rejection. No fluctuation in market rates from the date of opening of tender shall be considered valid and neither any claim on this account will be entertained.
9. The work shall be executed strictly according to the tender specifications and to the entire satisfaction of the Engineer-in-charge.
10.
 - i. In any case staff is not available on the site a penalty of Rs. 400/- per head per shift shall be imposed upon the contractor.
 - ii. STP's shall be operated round the morning & evening shifts. At least one skilled operator is required in each morning & evening shifts.
 - iii. Hypo solution required for running of STP's shall be arranged by the contractor at his own cost.
 - iv. Hypo solution shall be consumed as per requirement of Plants and direction of Engineer In-charge.
 - v. Bacterial inoculums shall be arranged by the contractor at his own cost
 - vi. Bacterial inoculums shall be consumed as per requirement of Plants and direction of Engineer Incharge.
 - vii. The contractor shall brought the material at site and the same shall be got inspected from the site In-charge before use.
 - viii. Maintenance of all the pumps & miner repair possible at site during the year is also included in the scope of work.
 - ix. All the T& P required for running operation & maintenance of three no. STP's shall be arranged by the contractor at his own cost.
 - x. Accommodation can be provided in PTPS Colony on chargeable basis, on the request of the firm as per rules & regulation of HAC, PTPS, Panipat.

**Executive Engineer/CMDP-I
PTPS, HPGCL, Panipat.**

ADDITION TERMS AND CONDITIONS:-**1. General features of Sewage Treatment Plant.**

Sewage Treatment Plants are based on Submerged aerobic Fixed Film bio-reactor (SAFF Technology) Comprise of Sewage Septic cum Collection Tank, Stilling Chamber, Oil & Grit Trap, SAFF reactor with Bio Media, Diffused air system (Air Blower & Air Diffuser), Secondary Tube Settler Tank With Media, Tertiary Treatment (Chlorine contact tank, Chlorine Dosing System Pressure Sand Filter & Activated Carbon Filter) sludge drying beds & Filter Press etc.

i) Raw Sewage Septic cum collection tank.

The Raw sewage is collected in a raw Sewage Septic cum collection Tank. The raw sewage is transferred through pumps to stilling chamber.

ii) Stilling Chamber (With Fine bar Screen).

Raw Sewage water is pumped from sewages septic cum collection tank in stilling chamber to avoid turbulence in incoming flow & removal of fine floatable matter through the fine screen. The screenings matter is cleaned by manually.

iii) Oil & Grit Trap

The raw sewages after passing through Stilling Chamber by gravity flows to Oil & Grit Trap for removal of oil & Grit by manually.

iv) Submerged Aerobic fixed Film Attached Growth Biological Reactor (SAFF Reactor).

The Bioreactor has been designed to treat the sewage with SAFF process. The reactor is of suitable sized to take the organic and suspended Solids load in the raw sewage and deliver consistently at the outlet as per the treated wastewater mentioned.

The media is of such material of construction as of non-degradable and UV resistant. The media quantity shall be adequate to provided sufficient area for maintaining the microbial strength as required achieving the quality.

The air quantity required is suitable to provide sufficient oxygen for aerobic biodegradation of the influent organic matter. The air is supplied by positive displacement roots typw Air Blower.

The material of construction is suitable to avoid any corrosion and also designed to avoid any choking.

v) Secondary Tube Settler Tank.

The tank is provided with proper inlet distribution to achieve steady velocity throughout the cross section of the tank and to avoid turbulence. Supporting structure for tube settler is also provided. The media is resistant. The media is of such material of construction as to be non-degradable and resistant. The media quantity is adequate to provide sufficient surface area for proper separation of solid & liquid & to achieve the required quality of treated water.

vi) Sludge Sump.

The sludge from the Secondary Tube Settler tank is taken into a Sludge Sump. From the Sludge Sump, the sludge is taken to a Sludge Drying Beds/Filter Press.

vii) Dis-infection unit (Chlorine Contact Tank).

The Chlorine Solution is dosed in clear treated sewage with the help of Dosing Pumps as a disinfection agent and allowed to react in the tank with adequate retention time. Necessary flow pattern is created in the tank for proper mixing. The quantity of disinfecting agent is sufficient to achieve the microbial count as per the prevailing norms for treated sewage as given by State Pollution Control Board. The dosing system is suitable to deliver on 24 hours continuous basis.

viii) **Solids Handling (Sludge Drying/Filter Press).**

The Sludge from the Secondary Clarifier as is applicable is then pumped for solid- liquid separation on to Sludge Drying Beds/Filter Press. The filtrate from the Sludge drying Beds is collected in a filtrate chamber and recycled back to the system.

ix) **Tertiary System**

After disinfection the sewage is made to pass through the series of filters consisting of Pressure sand & Activated carbon filter with the help of filter feed pumps. It will help in removal of any colloidal particles, odour and any other slippages. .

2. Sewage treatment plants are located at two different places in thermal plant 25kld at west end of Unit-6, near D.M. Plant Unit-5.

- i. STP's shall be operated round the clock in three shifts. At least one skilled operator is required in each shift at each STP.
- ii. Hypo solution required for running of STP's shall be arranged by the contractor at his own cost.
- iii. Hypo solution shall be consumed as per requirement of Plants and direction of Engineer Incharge.
- iv. Bacterial inoculums shall be arranged by the contractor at his own cost
- v. Bacterial inoculums shall be consumed as per requirement of Plants and direction of Engineer Incharge.
- vi. The contractor shall brought the material at site and the same shall be got inspected from the site Incharge before use.
- vii. Maintenance of all the STP's such as repair of pumps & motors required during the year is also Included in the scope of work.
- viii. All the T& P required for running & maintenance of three no. STP's shall be arranged by the contractor at his own cost.
- ix. **Penalty:-**
In any case operator is not available on any site a penalty of Rs. 400/- per operator per shift shall be imposed upon the contractor. In case all the STP's are not operated for continuous period of 7th days the contract shall be terminated and security deposit shall be forfeited and work shall be carried out at the risk & cost of the contractor.

OTHER ADDITIONAL TERMS & CONDITION:-**SCHEDULE OF MATERIALS TO BE SUPPLIED BY THE CORPORATION**

Schedule showing (approximately) materials to be supplied by the Engineer-in-Charge of the project under clause of the conditions of the contract for work contracted to be executed and the rates at which they are to be charged for. Place of delivery for all materials shall be HPGCL Stores at Panipat.

Sr. No.	Particulars	Unit Rate per unit at which material
Will be charged to the contractor		
1	i) Cement (ordinary Portland or Per bag 50kg	(NIL)
	special sulphate resistant)	(NIL)
2	M.S round (6 mm to 12 mm dia)	(NIL)
3	M.S. round (16 mm and above)	(NIL)
4	High yield strength deformed bars (any diameter)	(NIL)
5	M.S. plates	(NIL)
6	M.S. flats	(NIL)
7	M.S. rolled Section such as beams, Channels, angles etc.	(NIL)
8	M.S. chequered plates	(NIL)
9.	32 mm GI pipe Grade B	(NIL)
10.		
11.		

Note:- Reinforcement will be arranged by the contractor.

Stock storage charges @ % shall be charged extra.

NOTE:

1. The persons or firm submitting the tender should see that the rates in the above schedule are filled up by the Engineer-in-charge on the issue of the form prior to submission of the tender.
2. Conditions for issue of material are given on the following pages which along with relevant clause may be referred to by the Contractor.
3. The quality of materials issued shall be worked out on the following basis:

Each bag of cement shall be taken to weight 50 Kg.

The weight of structural steel shall be calculated on the standard on the sectional weight and measured lengths.

XEN/CMDP-I
For Chief Engineer/PTPS,
PTPS, HPGCL, Panipat.

Conditions for issue of material

The material shall be issued to the contractor at the place of delivery as mentioned. If these are delivered at any other site, the difference due the cartage will be adjusted accordingly. The contractor shall have to cart at his own cost the materials to the site of work as soon as these are issued. The material shall be issued during the materials to the working hours and as per rules of the Haryana Power Generation Corporation Ltd. Stores and as amended from time to time. Cement may be supplied in bulk silos at the site of work. The contractor shall arrange its labour for operating the silos and shall be responsible for its safe custody. He shall be liable to pay compensation for any damage done to the silo over and above normal wear and tear. He shall pay hire for the silos at a rate to be fixed by the Engineer-in-charge. The contractor shall bear all incidental charge for cartage, storage and safe custody of materials.

Steel bars in coil shall be issued by weight. Other bars, flats, tees, angles etc. shall be issued in lengths as available at store including cut pieces and weight shall be calculated on their theoretical sectional weight basis. Samples of bars coils shall be taken and their actual weight per running meter length shall be determined and this weight shall be considered for purpose of payment of steel consumption and reconciliation. No claim in regards to issued length and each reinforcement bar/structural steel member being very short or otherwise shall be entertained. The contractor shall construct suitable godown at the site of work storing the materials, safe against damage by sun, rain, dampness, fire, theft, etc. He shall also employ necessary watch and ward establishment for the same. Cement bags shall be stored in separate godown with pucca floor and weather-proof roofs and walls. Each godown shall be provided with a single door locks. The keys of one lock shall remain with the section officer in charge of work and that of the other lock with the authorized agent of the contractor at the site of work so that the cement is removed from the godown accordingly to the daily requirement with the knowledge of both the parties. The cement bags shall be stacked on proper floors consisting of two layers of dry bricks lay on well consolidated earth at a level at least one foot above ground level. These stacks shall be in rows of 2 and 10 high with a minimum 2'9" clear space all round. The bags shall be placed horizontally continuous in earth line. The day to day receipts and issue accounts of cement shall be maintained by the Junior Engineer in charge and signed daily by the contractor or his authorized. The material will issued from time to time as per actual requirement by the contractor shall furnish such date as may be called for by the Engineer-in-Charge to satisfy him that the materials are actually required for the work. On completion of works the Engineer-in-Charge shall satisfy himself on the basis of the date that the quantity of materials issued to the contractor are the whole reasonable.

STATEMENTS OF BIDDERS

1. Name of Bidder _____
2. Address of Head Office _____
3. Correspondence Address _____
4. Legal status _____
5. PAN Number of the Bidder (attached self attested photocopies)
PAN _____
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:-

Name of Organization	Period	Reference of Contract	Order Value contract wise

10. Any other

Signature & Stamp of Bidder

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 eProcurement 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, IIInd 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 eProcurement 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 eProcurement 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) Online/offline Payment of Tender Document Fee, eService fee, EMD fees and Submission of Bid Seal (Hash) of online Bids:

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

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

- 8.2** The bidders shall upload their technical offer containing documents , qualifying criteria, technical specification, schedule of deliveries, and all other terms and conditions except the rates (price bid).

The bidders shall quote the prices in price bid format.

- 8.2** Submission of bids will be preceded by submission of the digitally signed& sealed bid (Hash) as stated in the time schedule (Key Dates) of the Tender.

NOTE:-

- (A) If bidder fails to complete the Online Bid Submission stage on the stipulated date and time. His/hers bid will be considered as bid not submitted, and hence not appear during tender opening stage.**
- (B) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://haryanaeprocurement.gov.in>.**
- (C) Forhelp manual please refer to the 'Home Page' of the eProcurement website at <https://haryanaeprocurement.gov.in>, and click on the available link 'How to online' to download the file.**

CHECK LIST FOR CONTRACTOR

Sr. No.	Technical Specification	Bidder Response (Yes or No)
1	Earnest Money Deposit.	
2	Acceptance of all terms & conditions of tender.	
3	Documentary Evidence regarding Qualification Criteria	
i)	The agency should have valid license under contract labour regulation and abolition Act-1970 from labour department Haryana or should give an undertaking that he will get himself registered within one month if work is allotted to him.	
ii)	<p>Work Experience:-</p> <p>Being a specialized work running Mtc. & operation of STP, the bidders, must have successfully executed the work order (s) for same or similar item (s) / work(s) during the last 5-years ending last day of the month previous to the month in which applications are invited having minimum order value as under:</p> <p style="text-align: center;">Single order of the value not less than Rs. 14.77 lakhs.</p> <p style="text-align: center;">or</p> <p style="text-align: center;">Two orders of the value not less than Rs. 9.23 lakhs each.</p> <p style="text-align: center;">or</p> <p style="text-align: center;">Three orders of the value not less than Rs. 7.38 lakhs each.</p>	
iii)	Bidders must have average annual turnover (As per Audited accounts) in last 3 consecutive financial years ended prior to the financial year in which the applications are invited shall not be less than Rs. 18.46 lakhs and submit the proof thereof along with the tender.	
4	Authority letter in the name of the Authorized Person who has signed the Tender Document / Price Bid on behalf of the Contractor / Company.	

Schedule of Quantities/Price bid (Part-II)

Sr. No.	Description of work	Unit.	Qty.	Basic Unit Rate (Rs.)	Total Amount excluding GST (Rs.)
1	Running operation & Mtc. of 2 nos skid mounted sewage treatment plants based on SAFF technology having capacity 25 kld placed at two different locations in PTPS, including all material required for running of STP's, T&P and labour complete in all respect as per direction of Engineer In-charge at PTPS, Panipat. By deployed one operator on STP in morning & evening shift.	Month	12		
2	Running operation & Mtc of Electrical pumps/ Submersible pump set in different locations as per requirement & direction of E.I.C at PTPS, Panipat by deploying the following labour: a) One no. Helper cum pump operator in three shifts. b) One no. Helper cum pump operator in general shifts. Note: The minor repair of Electrical pumps/ Diesel pumps, submersible pump set possible at site to will be done by contractor without any extra payment. The scope also include the shifting of damaged Electrical/ Diesel pumps/ submersible pumps to store & from store to required site at store to different location at PTPS, Panipat.	Month	12		
3	Running operation & Mtc. of 6 nos. tube-well installed in village Khukhrana as per requirement & direction of Engineer-in-charge by deploying one nos. pump operator round the clock as per requirement of work site.	Month	12		