

RAJIV GANDHI THERMAL POWER PLANT

(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, Email ID: xenmp.rgtp@hpgcl.org.in

E-TENDER DOCUMENT

FOR

**Servicing & in-situ seat cutting of boiler safety valves of 600 MW,
Unit-I, RGTPP, during forthcoming overhauling of 600 MW unit # 1
of RGTPP, Khedar, Hisar.**

NIT No. 20/M&P-671/RGTPP/2024-2025

Dated : 05.07.2024

**XEN/M&P,
FOR CHIEF ENGINEER/RGTPP,
RAJIV GANDHI THERMAL POWER PLANT,
HPGCL, KHEDAR, HISAR.
Telephone no.- 01693-250136**



HARYANA POWER GENERATION CORPORATION LIMITED

Regd. Office – C-7, UrjaBhawan, Sector-6, Panchkula

Corporate Identity Number: U45207HR1997SGC033517

Website: www.hpgcl.gov.in

Telephone No. 01693-250136

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

NOTICE INVITING E-TENDER

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

| | |
|--|--|
| Tender Enquiry No. | NIT No. 20/M&P-671/RGTPP/2024-2025 Dated: 05.07.2024 |
| Description of Work | Servicing & in-situ seat cutting of boiler safety valves of 600 MW, Unit-I, RGTPP, during forthcoming overhauling of 600 MW unit # 1 of RGTPP, Khedar, Hisar. |
| Earnest Money | - NIL - |
| Start date and time of tender uploading | 06.07.2024 At 13:00 hrs. |
| Last date for submission of online tender | 05.08.2024 Upto 13:00 hrs. |
| Due date & time of opening of Technical bid (Part-I) | 07.08.2024 At 15:00 hrs. |
| Cost of Tender documents (Non-refundable) | Rs. 1180/- |
| E-services fees (Non-refundable) | Rs. 1180/- |
| Instructions regarding e-tendering | Annexure-I |
| General Instructions to Bidders | Annexure-II |
| Scope of Work | Annexure-III |
| General Terms & Conditions of Contract | Annexure-IV |
| Special / Other Terms & Conditions | Annexure-V |
| Supervision / Quality Control of Work | Annexure-VI |
| Statement of bidders | Annexure-VII |
| Undertaking of Staff Engaged | Annexure-VIII |
| Rate Quoting Sheet | Annexure-IX |
| Check List | Annexure-X |
| S.O.P. regarding GST and TDS | Annexure 1 to 5 |

**XEN/M&P,
For Chief Engineer /RGTPP,
HPGCL, Khedar, Hisar.**

Instructions to bidder on Electronic Tendering System

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

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

All the bidders intending to participate in the tenders processed online are required to get registered on the centralized e-Procurement Portal i.e. <https://etenders.hry.nic.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 / Postmaster / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued.

For more details please visit the website – <https://etenders.hry.nic.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:

For support related to Haryana Tenders in addition to helpdesk you may also contact on email ID - eproc.nichry@yahoo.com , Tel- 0172-2700275

For queries on Tenders Haryana Portal, kindly contact

Note- Bidders are requested to kindly mention the URL of the Portal and Tender Id in while emailing any issue along with the Contact details. For any issues/ clarifications tender(s) published kindly contact the respective Tender Inviting Authority.

For any technical related queries please call at 24 x 7 Help Desk Number

E - mail: support-eproc@nic.in OR eproc.nichry@yahoo.com

Help Desk: 0120-4001002, 05, 0120-4200462, 0120-6277787, 0172-2700275

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 a safe place under proper security (for its use in case of emergencies).

2.5. In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

2.6. In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

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

- 2.8. Bidders participating in online tenders shall check the validity of his / her Digital Signature Certificate before participating in the online Tenders at the portal <https://etenders.hry.nic.in>.
- 2.9. For help manual please refer to the 'Home Page' of the e-Procurement website at <https://etenders.hry.nic.in>, and click on the available link 'How to ...?' to download the file.
- 2.10. Before submitting tenders the instructions may be read carefully regarding submission of tender. If any bidder finds discrepancies or omissions in the tender documents or is in doubt as to the true meaning of any part, he shall clarify same from tender issuing office in writing before the due date of submission of the bid. No arguments on this account whatsoever shall be entertained after the last date & time of submission of tenders.
- 3. Opening of an Electronic Payment Account:**
Tender documents can be downloaded online. Bidders are required to pay the tender documents fees online using the electronic payments gateway service.
- 4. Pre-requisites for online bidding:**
In order to bid online on the portal <https://etenders.hry.nic.in>, the user machine must be updated with the latest Java. The link for downloading the latest java applet is available on the Home page of the e-tendering Portal.
- 5. Online Viewing of Detailed Notice Inviting Tenders:**
The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <https://etenders.hry.nic.in>.
- 6. Download of Tender Documents:**
The tender documents can be downloaded free of cost from the e-Procurement portal <https://etenders.hry.nic.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.
The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders. If a bidder fails to complete the Online Bid Submission stage on the stipulated date and time, his/her bid will be considered as bid not submitted, and hence not appear during tender opening stage.
- 8. Bid Preparation (Technical & Financial) Online Payment of Tender Document Fee, e-Service fee, EMD fees of online Bids:**
- 8.1. The bidders shall have to pay for the Tender document fee, EMD fees & eService Fee (Rs. 1180/-) online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between contractors and online payment authorization networks. The Payment for Tender Document Fee and eService Fee can be made by eligible bidders/ contractors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT. For online payments guidelines, Home page of the e-tendering portal <https://etenders.hry.nic.in> may be referred.
- 8.2. The bidders shall upload their technical offer containing documents, qualifying criteria, technical specification, schedule of deliveries, and all other terms and conditions except the rates (price bid) in the Part-I (Technical envelope). The price bid shall be submitted in separate part-II format supplied by purchasing authority online. The committee members shall open only the part-I on the scheduled date of opening of technical bid. As per system settings, part-II cannot be opened on that date.
- 8.3. The tenders shall be opened on the due date by the Tender Opening Committee composed of Executive Engineer, AE/AEE and a representative of the finance / account department not below the rank of

Section Officer / Divisional Accountant. The tenders shall be downloaded and printouts taken.

9. If the tenders are canceled or recalled on any ground, the tender document fees & e-service fee will not be refunded to the agency. However, EMD shall be refunded.
10. Bidder shall ensure that payment shall be made at least 2 days prior to the last date of submission of the bid.
11. The bidder can revise his price bid any number of times but only before the last date of submission of bid. All previous quotes are deleted & only the latest price quoted is visible to the purchasing authority on the date of opening of price bid.
12. The bidders shall observe the highest standards of ethics during the submission of tender and execution of the contract. In case of evidence of cartel formation by the bidder(s) EMD is liable to be forfeited.
13. The bidder shall bear all costs of bank charges, if any, associated with the preparation and submission of his bid and the purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

NOTE:-

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

**XEN/M&P,
For Chief Engineer/RGTPP,
HPGCL, Khedar, Hisar.**

GENERAL INSTRUCTIONS TO THE BIDDERS

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

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

- A. The bidder should be an Original Equipment Manufacturer / Supplier (OEM/OES) or a registered vendor of HPGCL, as per Vendor Registration Policy for the specific category of the work / purchase.

OR

The bidder must have experience of successfully executed Work Order(s) in HPGCL/NTPC/any SEBs/any PSUs/any Corporations/Central Govt./State Govt./Semi Govt. or in any Thermal (minimum capacity of Thermal Power Station/unit shall be 110 MW or above) / Hydel Plant and have average annual turnover and other eligibility conditions as given below:

Experience of Execution of Work Order:

Bidders must have successfully executed the work order(s) for the same or similar work(s) during last 7 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. 1,29,588/-**

OR

Two Orders of the value not less than **Rs. 80,992/- each.**

OR

Three Orders of the value not less than **Rs. 64,794/- each.**

- B. The contractor is registered under Contract Labour (Regulation & Abolition) Act, 1970 and possesses a valid labour license for deploying the workers on the work or will obtain the same within 15 days of issuance of work order. Contractor shall provide LIN No./Shop No. for registration.
- C. The contractor should have GST No., EPF Account No. & PAN No.
- D. The bidder should have a valid ESI no. or shall submit an undertaking to provide the same within one month of issue of work order.
- E. The Bidder must have contractor ID on HEWP Portal (Haryana Engineering Works Portal) for participation in the tendering process failing which the firm's tender will be straight away rejected.**

Note:-

- a) If the bidder has a work order for a period of more than one year, the period and the proportionate value of the order which have been completed prior to the month in which applications are invited (duly supported by successful completion/execution certificate for such period/value) shall be taken into consideration for assessing the eligibility criteria.
- b) The firm has to submit the copy of work orders executed by them along with completion/performance certificate or copy of the repeated work orders from the same agency/enterprises/power plant etc. duly attested in support of qualifying conditions and as a proof of satisfactory execution of work.
- c) Eligibility of the black listed firms to participate in NIT: The firms who have been blacklisted by HPGCL or any other Centre or State Power Utility/ Board or Corporation/ or any other Thermal/Hydro Electricity project shall not be eligible to bid against the NIT of HPGCL, However:-
- i) In case the blacklisting of the firm is for a specific plant and not for the organization as a whole then such blacklisting will not tantamount to ineligibility of the bidder.
- ii) Blacklisting of the firm by any unit of HPGCL shall be considered as ineligibility of the firm at any other project of HPGCL.
- iii) In case any firm was blacklisted for a limited period in the past by any organization and presently such blacklisting has been removed by such organization then it will not tantamount to ineligibility of the bidder.
- iv) Firm has to certify itself for its eligibility with supporting documents to participate in the NIT stating that it has not been blacklisted by any organization presently, however in case at a later stage such certification found wrong then it will lead to misrepresentation of the facts and the firm shall be treated as blacklisted on this ground and action shall be taken as per regulations of the corporation.
- d) The rates will remain firm throughout the contract period irrespective of change of minimum wages etc.

- e) The firm should fill statement of bidder's Proforma as per Annexure-VII and submit authentic supporting documents for proving its credential. Original documents may be asked for verification at the time of finalizing the tender.
 - f) Decision of the HPGCL regarding fulfillment of Pre-qualification requirement shall be final and binding upon the bidders.
2. Conditions of the contract and other information can be had from the office of XEN/M&P (E-mail:xenmp.rgtp@hpgcl.org.in, Telefax No. 01693-250136/8222023757) on any working day prior to last date of Downloading of Tender Documents & Bid Preparation.
 3. The Tender Document can also be downloaded from HPGCL website www.hpgcl.org.in.
 4. The tender will only be submitted on the centralized e-procurement portal i.e. <https://etenders.hry.nic.in>.
 5. Before submitting tenders the instructions may be read carefully regarding submission of tender. If any bidder finds discrepancies or omissions in the tender documents or is in doubt as to the true meaning of any part, he shall clarify the same from the tender issuing office in writing before the due date of submission of the bid.
 6. The "Application for Bidding" along with the "Terms and conditions of the contract and its all Annexure should be submitted in duplicate duly filled up completely and signed on each page by the tenderer. Work offered should be strictly according to the specifications of scope of work and to the terms & conditions of the NIT. Unless a deviation from the specifications and terms and conditions given in NIT is pointed out by the tenderer specifically, it will be presumed that offer/ Tender conforms to the specifications and terms and conditions as laid down in NIT.
 7. The tenderer shall submit their tender in two parts- the first part containing documents for qualifying criteria, and all other terms and conditions except the rates (price bid), and the second part containing the rates (price bid) quoted for the mentioned works.
 8. RATE QUOTING SHEET:- The tenderer will quote their rates STRICTLY AS PER THE RATE QUOTING SHEET.
 9. The application for bidding along with all the detailed terms & conditions should be submitted online. Tenders through Fax / E-mail / telegraphic tenders shall not be considered. Incomplete, obscure or irregular tender is liable for rejection. If the tenderer deliberately gives wrong information in his tender, HPGCL reserves the right to reject such tender at any stage. The tenderer will quote their rates strictly as per details of specifications.
 10. All tenders received against open tender enquiry irrespective of whether they are from the approved contractors on the registered list or others, shall be considered, provided they are on the prescribed form and in accordance with the tender conditions and specifications.
 11. Unless exempted specifically, tenders not accompanied with the prescribed EMD/Cost of Tender shall be rejected. EMD/Cost of Tender shall be in the prescribed mode of payment as asked in the NIT, otherwise the tender shall be liable to be rejected.
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 scale 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.
 12. The rates quoted by the tenderer should be very competitive and as prevailing in the market and should be firm and lump-sum. Prices should be quoted per unit also wherever applicable and asked.
 13. The validity of the tender/offer shall be for **120 days** from the date of opening of the price bid.
 14. No deviation shall be allowed. However, in case of deviation of taxes etc., the same be loaded for comparison purpose.
 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. The whole work against this tender shall be awarded to a single firm whose overall quoted/equated prices are lowest for the complete package.

18. The tender documents of only those bidders shall be considered who fulfill the eligibility criteria and submit documentary evidence in support of the same along with the copy of performance certificate /repeat order from the same organization, if any.
19. Tenders through Fax / E-mail / telegraphic tenders shall not be considered. Incomplete, obscure or irregular tender is liable for rejection.
20. HPGCL reserves the right to cancel the NIT or to change qualifying requirements or to reject any or all the tenders so received without assigning any reason.
21. **INSPECTION OF SITE OF WORK: -**
Before tendering, the tenderer is advised to inspect the site of work, the environment & get acquainted with the actual work & other prevalent conditions, facilities available. No claim will be entertained later, on the ground of lack of knowledge.
22. Disqualification of The Bidders / Tenderers: -
 - a) Even though the bidders meet the above Qualifying Criteria they are subject to be disqualified, if they have made misleading or false representations in the forms, statements and attachments submitted in the proof of the qualification requirements.
 - b) Notwithstanding anything stated above Haryana Power Generation Corporation Ltd. reserves the right to assess the tenderer's capacity to perform the contract should the circumstances warrant such assessment in the overall interest of the Haryana Power Generation Corporation Ltd. In this regard the decision of the corporation will be final.
24. **Earnest money and Earnest money declaration Form**
- 24.1. The Bidder who does not have contractor id on HEWP cannot participate in the tendering process. Bidders who have contractor ID but have not registered on HEWP can participate in the tendering process by paying the earnest money through online payment on the portal. Bidders who have contractor Id and are registered on HEWP and also have deposited one time deposit are eligible for participation in the tender by annexing bid specific Earnest Money Declaration Form generated from HEWP.
25. The rate negotiations shall be held as per Govt. Notification/Guidelines issued from time to time.

Note:-

It may please be noted that the overhauling of unit#1 of RGTPP is scheduled to be carried out tentatively in between November 2024 to April 2025. However, the schedule of overhauling of unit(s) of RGTPP may vary as per site situations. Therefore, validity of work order will be eight months from the date of issuance of L.O.I / Work Order, whichever is earlier.

**XEN/M&P,
for Chief Engineer/RGTPP,
HPGCL, Khedar, Hisar.**

SCOPE OF WORK

1. The firm shall carry out the repair of damage seat by special seat cutting machine which shall be arranged by the firm.
2. The firm shall deploy expert engineer at site for in- situ repair of damage safety valve.
3. Labour assistance shall be provided by the HPGCL.
4. Traveling charges, boarding & lodging shall be in the scope of firm.
5. Work is to be carried out inside the plant at RGTPP, Khedar, Hisar.
6. Arrangement of special seat cutting machine is in firm scope.

| Sr. No. | Description of work | Quantity (Nos.) |
|----------------|--|------------------------|
| 1. | In-situ seat cutting of high-pressure safety valve of Drum and Super heater safety valve in Unit-I, RGTPP, HPGCL, Khedar, Hisar. | 05 |

Note:

The work can be increased / decreased as per site requirement. However, the payment shall be made as per actual work done.

for **XEN/BMD-1,**
Chief Engineer/RGTPP,
HPGCL, Hisar.

GENERAL TERMS AND CONDITIONS OF CONTRACT

1) CONTRACT AGREEMENT:-

The contractor shall execute a contract agreement with HPGCL on a Non Judicial Stamp Paper of appropriate value within 7 days of receipt of the 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 the 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: -

3.1. Every tenderer, while submitting his tender, should online deposit an amount of **NIL** as the earnest money.

3.2. The earnest money furnished by the successful tenderer on whom the work order is placed shall be converted into security deposits as a guarantee for faithful and satisfactory execution of the work order. (The EMD of the unqualified bidders will be returned without any interest, as promptly as possible, within 30 days after declaration of qualification result and that of unsuccessful bidder within 15 days of the execution of the contract with the selected bidder).

3.3. **The security deposit shall be 05% of the contract value. Firm has to deposit the Security Deposit amount upfront before start of work and Security Deposit Amount will not be adjusted from Firm's Bill.**

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

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

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

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

- a. If the tenderer withdraws his tender at any stage during the currency of validity period.
- b. 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.
- c. In the event of a breach of contract in any manner.
- d. In case of evidence of cartel formation by the bidder(s).
- e. 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.
- f. 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: -

- **50% payment of contract value** will be paid as stage payment against appropriate bill of contractor and on certification by Engineer-in-charge that 60% work stands completed.
- **Next 30% of contract value** against appropriate bill of the contractor and on the certification by Engineer-in-charge that 100% work stand completed.
- **Next 15% of contract value** against appropriate bill of the contractor on submission of jointly accepted protocols.
- **Balance 05% of contract value** after completion of warrantee period against appropriate bill of the contractor.

5) **MODE OF PAYMENT: -**

The Payment shall be made through RTGS in favour of contracting firm by the Sr. Accounts Officer, RGTPP, HPGCL, Khedar, Hisar. No Bank charges etc. of any kind shall be paid by HPGCL.

6) **COMPLETION PERIOD: -**

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

Work shall be started within 7 days of issue of LOI / Work Order, whichever is earlier unless otherwise directed by the issuer of tender. The work shall be carried and completed to match with other activities in progress of the unit.

Work shall be completed within **10 days (Bar to Bar)** from the date of issue of LOI / Work Order unless otherwise directed through written communication.

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

7) **RISK AND COST: -**

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

8) **PENALTY: -**

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 contract value per week or part thereof subject to maximum of 10% of the contract value.

Note:- (i) 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 bill for the work done, in duplicate to the executive in-charge along with the followings: -
 - a) The bill should be on the contractor's bill book duly serially numbered and bearing date of issue, contractors EPF code, ESI code (whenever applicable), GST number, PAN etc. A photo copy of the EPF code, ESI code (whenever applicable), GST number, Labour licence, PAN etc. shall be attached with the 1st running bill for reference and record.
 - b) Self attested copy of the deposit challan of EPF & ESI (whenever applicable) contribution, labour welfare fund deposited by the contractor for the labour 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 through bank.
- ii) The bill of contractor along with annexure submitted by contractor as mentioned above should be approved and verified by the officer-in-charge for gross value as well as net payable value and accompanied with the certificates/documents as mentioned 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 pertain 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 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) **PERFORMANCE BANK GUARANTEE** – Firm have to submit bank guarantee of the nationalized bank equivalent to **05% of the contract value** in the prescribed proforma valid up to one month after completion of warrantee period.
- 11) **WARRANTY / GUARANTEE :**
 - i) The contractor shall provide warranty for the workmanship of the work done for a period 90 days from completion of work/date of commissioning of equipment(s) after overhauling whichever is earlier.
 - ii) During this period if some equipment(s), which has been attended by the contractor, is found to be defective, the same will have to be attended again without any additional charges to HPGCL. In such cases, warranty period shall start from the date of such repair/rectification. In case the contractor fails to respond within a reasonable time, the job will be got done from any other agency at the risk and cost of the contractor.
- 12) **FORCE MAJEURE: -**

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

 - a) “The delay is resulted from any causes arising out of compliance with regulations, orders or instructions of the Central or State 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 scheduled date(s) of delivery.
- 13) **IDLE LABOUR CHARGES: -**

No idle labour charges will be admissible in the event of any stoppage caused in the work resulting in contractor’s labour being rendered idle due to any cause.
- 14) **OVER RUN CHARGES: -**

No overrun charges shall be paid in the event of the completion period being extended for any reasons.
- 15) **WATCH & WARD: -**

The watch and ward of vehicles and other material will be the responsibility of the contractor.
- 16) **FACILITIES TO BE ARRANGED BY CONTRACTOR: -**

The contractor shall make his own arrangement for providing all facilities like lodging, boarding and transportation etc. for his supervisors/staff engaged by him for the job.
- 17) **STATUTORY DEDUCTIONS:-** Statutory deduction on account of Income Tax including surcharge shall be made at source from the bills of the contractor at the prevailing rates.
- 18) **FACTORY ACT/MINIMUM WAGES ACT/INSURANCE ACT/ EPF ACT etc.: -**

Strict adherence of various applicable laws likes the Factories Act, Minimum Wages Act, ESI Act, Payment of Wages Act, the workmen'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 along with ECR to the Factory Manager with the corresponding list of workers. The contractor shall make the payment of wages to its labour in their saving account only. Documentary evidence thereof shall be submitted along with the running bills.
- 19) **INSURANCE OF WORKERS: -**

The contractor will be solely responsible for any liability for his workers in respect of any accident, injury arising out and in course of contractor’s employment. To meet his aforesaid obligation under the workman compensation Act, The contractor may obtain W.C policy from the Insurance Company for the persons employed by him for carrying out the work. The premium payable for aforesaid insurance policy shall be borne by the contractor. The contractor shall ensure that the said insurance policy of this insurance cover is required to be submitted by the contractor to Engineer-In-charge of work immediately after issue of L.O.I, but before the start of work.

20) 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 the 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 accidents 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 from the Safety Officer/RGTPP shall be obtained by the contractor and has to be attached along with the bill.

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

21) ARBITRATION:-

All the matters, questions, disputes, differences and/or claims arising out of and/or concerning and /or in connection with and /or in consequence of, and /or relating to the contract whether or not obligations of either or both the contractor and the corporation under this contract be subsisting at the time of such dispute and whether or not the contract has been terminated or purported to be terminated or completed, shall be referred to the Sole Arbitrator of Managing Director/ HPGCL or an officer appointed by the MD, HPGCL as his nominee. The Award of the Arbitrator shall be final and binding on both the parties to the contract.

22) LAWS GOVERNING CONTRACTS: -

All contracts shall be governed by the laws of India for the time being in force. Irrespective of the place of delivery, place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.

JURISDICTION OF COURTS:- The courts of the place 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.

23) SET OFF: -

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

24) 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 HPGCL.

Note: -

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

**XEN/M&P,
for Chief Engineer/RGTPP,
HPGCL, Hisar.**

SPECIAL / OTHER TERMS & CONDITIONS

- 1) Loss of HPGCL property during the contract period :- The contractor shall ensure that no damage or loss is done to HPGCL's property or human beings in the jurisdiction of the work site. In case it is found that, there is any loss to HPGCL's property or human being due to negligence of any labour/ worker of the contractor, then the same shall be made good by the contractor at his own cost.
- 2) The personal protective equipments (PPEs) for the safety of workers i.e. safety belt, safety shoes, safety helmets, hand gloves, safety goggles etc. shall have to be arranged by the contractor at his own cost.
- 3) The transportation of spares & other material from O&M store to site store or place of work & transportation of scrap/dismantled material to store yard will be in the scope of contractor. The contractor will assist the loading/unloading of spares, if the same are to be got repaired from any private workshop.
- 4) Water, electricity, compressed air will be provided by the RGTPP, HPGCL free of cost at the nearest point available. Further connections of the same shall, however, be made by the contractor up to the site of works at his cost.
- 5) The existing facilities available in the Departmental Workshop shall be provided by HPGCL free of cost, wherever available ; otherwise, the contractor shall be responsible for carrying out the job by making his own arrangement without affecting the completion schedule in any way.
- 6) Contractor shall fully associate with trial run, commissioning and balancing of the equipments, if required, up to the full load and keep sufficient manpower to attend fault etc., if any.
- 7) After attending the job, the area will have to be got cleaned/cleared and scrap etc. to be removed from site. In case Engineer-in-Charge feels that the area has not been cleaned/cleared properly, HPGCL has the right to get the above work done from other agency at the risk and cost of the contractor.
- 8) In case spares are not available at site or in store and same are required to be removed from other equipments i.e. boiler & its auxiliaries etc., the contractor is bound to do same without any extra cost.
- 9) The dismantled spares, new spares, kept at site for emergency use should be properly stacked, kept cleaned and covered properly in safe custody.
- 10) If the grating of platform/stairs, railings, etc. gets damaged while carrying out the repair work, same shall be rectified/repared by the contractor.
- 11) Any shortcoming, defect/deficiencies noticed during testing & commissioning shall have to be rectified by the contractor immediately at his own risk and cost to avoid any delay in the overall commissioning of the unit, irrespective of any reason whatsoever may be.
- 12) Contractors shall have to arrange necessary 24 volt lighting at various locations with their own cables and lamps as per requirement but electricity will be free of cost.

- 13) The work will be carried out round the clock with the full strength of technicians and supervisors.
- 14) The contractor will deploy parallel groups who will work simultaneously in parallel round the clock in full strength.
- 15) Isolation of area of work by warning tape shall be in the scope of the contractor.
- 16) The spares parts for the work shall be provided free of cost by the concerned user division (BMD-I) of RGTPP, HPGCL, if required.
- 17) If there will be any delay on account of HPGCL such as non-availability of material/spares etc. then the completion period will be extended by the HPGCL accordingly without levy of penalty on the contractor for the period attributable to HPGCL.
- 18) The consumables like welding electrodes, waste cotton, dhoti, etc. shall be in the scope of the firm/contractor. However, the consumables like special welding electrodes, grease and lub. oils, etc. shall be provided by the concerned user division (BMD-I) of RGTPP, HPGCL, if required.
- 19) The work is to be completed within 10 days from the date of clearance to start the work. The date of clearance to start the work shall be given by the user division (XEN/BMD-I, RGTPP).
- 20) GST:** GST, if charged, separately shall be said as per actual within delivery period on production of following certificates:
 - a) Certified that transaction on which tax has been claimed will be included in the return to be submitted to the GST authorities for the assessment of GST and the amount claimed from HPGCL shall be paid to the GST authorities.
 - b) Certified that the goods on which GST has been charged have not been exempted from GST under Haryana / Central GST Act or rules made there under. The charge on account of the GST on these goods is correct under the provisions of the relevant act or rules made there under.
 - c) Certified that we shall indemnify to HPGCL in case it is found at a later stage that incorrect payment has been recovered on account of GST by us.
 - d) Certified that we are registered as dealer and our Haryana / Central GST No. is _____

*HPGCL GST No. is: 06AABCH4536J1ZM

Note: - Any increase in taxes and duties after the delivery period shall be on supplier's account and shall not be borne by HPGCL.

The firm has to submit the duly filled performa (as per Annexure-1 to 5) for compliance of SOPs of GST and TDS.

**XEN/M&P,
For Chief Engineer/RGTPP,
HPGCL, Khedar, Hisar.**

Supervision / Quality Control of Work

1. 100% checking/supervision of the work will be done by the concerned Mtc. Division i.e. office of **XEN /BMD -1**, RGTPP.
2. The contractor will submit the advance programme/list of jobs/activities proposed to be done to the concerned Mtc. Division. This programme shall be chalked out by the contractor/firm in consultation with the concerned Mtc. Division.
3. The contractor shall also submit the details and report of the work done on a regular basis to the concerned Mtc. Division.
4. After completion of the job/work and successful commissioning of the equipments to place on record that the work has been done by the contractor as per scope of work of the work order, Protocols will be prepared by the contractor in consultation with concerned Mtc. Division (executing agency i.e. BMD -I) and got signed from : -
 - a) JE, AE/AEE & XEN of the concerned Mtc. Division i.e. **BMD -I**.
5. On these Protocols, a certificate will be recorded by the contractor that all the observations pointed out during supervision by HPGCL were attended.

XEN/M&P, RGTPP,
HPGCL, Khedar, Hisar.

STATEMENTS OF BIDDERS

- 1. Name of Bidder _____
- 2. Address of Head Office _____
- 3. Correspondence Address _____

Phone No.

Email ID :

- 4. Legal status
- 5. PAN & TIN Number of the Bidder (attached self attested photocopies)
PAN _____ TIN _____
CST No. _____.

- 6. Bank Details (attached signed canceled 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. _____
 - i. _____

9. Past Experience:-

| Name of Organization | Period | Reference of Contract | Order Value contract wise |
|----------------------|--------|-----------------------|---------------------------|
| | | | |
| | | | |
| | | | |

- 10. Any other: -

Signature & Stamp of Bidder

UNDERTAKING OF STAFF ENGAGED

I _____ S/O Sh _____
R/O _____ working with
M/s _____ hereby give
Undertaking that I will not claim any service in HPGCL in lieu of service render to the
Firm M/s _____ against work order
No. _____ dated _____.

Signature & Stamp of Contractor

Signature of worker

PART-II - RATE QUOTING SHEET (PRICE BID)

(Only for demonstration not to be filled. Rates to be quoted online portal only)

Item Rate BoQ

Tender Inviting Authority : XEN / M&P, RGTPP, HPGCL, Khedar, Hisar.
 Name of Work : Servicing & in-situ seat cutting of boiler safety valves of 600 MW, Unit-I, RGTPP, during forthcoming overhauling of 600 MW unit # 1 of RGTPP, Khedar, Hisar.

Contract No: e-NIT No...../M&P-671/RGTPP/2024-2025 ; Dated -

Note :-

1. Evaluation of tender i.e. L1,L2,L3...etc. bidders will be based on overall total rates quoted by the bidder in rate quoting sheet.
2. The work as a whole will be allotted to a single firm whose overall quoted/equated prices are lowest for the complete work.
3. Read scope of work and visit site before quoting the rate.
4. The quoted rate should be inclusive of all taxes except GST.
5. GST will be paid extra as per applicable rates against the documents proof.

| Name of the Bidder/ Bidding Firm / Company : | | | | | | |
|--|---|----------|--------|---|-------------------------------------|-------------------------------------|
| PRICE SCHEDULE | | | | | | |
| (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only) | | | | | | |
| NUMBER # | TEXT # | NUMBER # | TEXT # | NUMBER # | NUMBER # | TEXT # |
| Sl. No. | Item Description | Quantity | Unit | Basic Rate (without GST) In Figures To be quoted by the Bidder in Rs. P | Total Amount (without GST) in Rs. P | Total Amount without GST (In words) |
| 1 | 2 | 4 | 5 | 13 | 53 | 55 |
| 1 | Work of servicing and in-situ seat cutting of boiler's safety valves installed in Unit-I, RGTPP, Khedar | 5 | no. | | 0.00 | INR Zero Only |
| Total in Figures | | | | | 0.00 | INR Zero Only |
| Quoted Rate in Words | | | | | INR Zero Only | |

Check List

| Sr. No. | Documents | Bidder Response (Yes or No) |
|---------|--|--------------------------------|
| 1 | The Bidder must have contractor ID on HEWP Portal (Haryana Engineering Works Portal) for participation in the tendering process failing which the firm's tender will be straight away rejected. | |
| 2 | <p>The bidder should be an Original Equipment Manufacturer / Supplier (OEM/OES) or a registered vendor of HPGCL, as per Vendor Registration Policy for the specific category of the work / purchase.</p> <p style="text-align: center;">OR</p> <p>The bidder must have experience of successfully executed Work Order(s) in HPGCL/NTPC/any SEBs/any PSUs/any Corporations/Central Govt./State Govt./Semi Govt. or in any Thermal (minimum capacity of Thermal Power Station/unit shall be 110 MW or above) / Hydel Plant and have average annual turnover and other eligibility conditions as given below:</p> <p>Experience of Execution of Work Order: Bidders must have successfully executed the work order(s) for the same or similar work(s) during last 7 years ending last day of the month previous to the month in which applications are invited having minimum order value as under :-</p> <p>Single Order of the value not less than Rs. 1,29,588/-</p> <p style="text-align: center;">OR</p> <p>Two Orders of the value not less than Rs. 80,992/- each.</p> <p style="text-align: center;">OR</p> <p>Three Orders of the value not less than Rs. 64,794/- each.</p> | |
| 3 | The contractor is registered under Contract Labour (Regulation & Abolition) Act, 1970 and possesses a valid labour license for deploying the workers on the work or will obtain the same within 15 days of issuance of work order. Contractor shall provide LIN No./Shop No. for registration. | |
| 4 | The contractor should have GST No., EPF Account No. & PAN No. | |
| 5 | The bidder should have a valid ESI no. or shall submit an undertaking to provide the same within one month of issue of work order. | |
| 6 | Submission of signed copy of tender document as an acceptance to all the terms & conditions of the e-NIT | |
| 7 | Firm should submit a certificate to the effect that the tenderer is not presently blacklisted from any Public Sector undertakings of Central Govt. / State Govt. / SEBs / Corporations / any other reputed Thermal / Hydel Plant etc. | |

Stamp and Signature of Authorized signatory

Undertaking from the vendor (on vendor's letter head for not generating e-invoice)

We M/s. having PAN and GSTIN Registration Numberhereby undertake that our Aggregate Turnover (as per Section 2(6) of Central Goods and Services Tax Act, 2017) for FY 2019-20 does not exceed the prescribed threshold (as on the date of this declaration) for generation a Unique Invoice Registration Number (IRN) and QR code as per the provisions of Central Goods and Services Tax Act, 2017 and rules thereunder ("GST Law"). Further, we also undertake that if the aggregate turnover of M/s. exceeds the current threshold or revised threshold notified by Government of India at any future date, then we shall issue invoice and credit note in compliance with the required provisions of GST Law. In case of any queries from the any state or centre Goods and Services Tax authorities, M/s.will be solely responsible.

Yours Truly,

For M/s.....

Authorized Signatory Name: Designation:

Annexure-2

Undertaking from the vendor (on vendor's letter head) regarding validation of GST registration (for each GST number separately)

1.1.1. GST registration of GST no..... in name of m/s.....is valid as on date.....

1.1.2. No default has ever been made by me/my firm in name of in filing the various GST returns and deposit of GST dues with the department with respect to GSTN.....

Yours Truly,

For M/s.....

Authorized Signatory Name: Designation:

Annexure-3

Undertaking cum declaration from the vendor (on vendor's letter head)

- 1.2. I undertake to submit a CA certificate regarding validity of GST registration on every six months during the tenure of contract.
- 1.3. I undertake to submit copies of GSTR I and GSTR 3B/challans as evidence to deposit of GST with certification that GST collected from HPGCL, to be specified in exact rupees, has been paid to Govt. vide this challan (specifying the challan no. & date of deposit) and returns filed (date of filing of return) includes the transaction of supply of Good or/and services to HPGCL.
- 1.4. I undertake to inform immediately the HPGCL about initiation of any proceeding (if any) against me/my firm under the GST laws which may result in suspension or cancellation of GST number of the Vendor.

Yours Truly,

For M/s.....

Authorized Signatory Name: Designation:

Undertaking cum indemnity bond from the vendor (on vendor's letter head) regarding timely deposition of GST

- a) *Certified that we are registered as taxable person under GST Act, our GST no. is ----- and which is active as on-----.*
- b) *Certified that bill for the month of-----in which GST has been claimed, is included in all the GST returns submitted by us to the GST authorities.*
- c) *Certified that we shall deposit the amount of GST collected from RGTPP/HPGCL to the Government exchequer within the time specified under the GST Law.*
- d) *Certified that the goods/services on which GST has been charged have not been exempted from GST under GST Act. The rate/amount of GST in these goods/services is correct under the provisions of the GST Act.*
- e) *We give Undertaking-cum-indemnity bond to RGTPP/HPGCL that we shall indemnify to RGTPP/HPGCL for any loss sustained in case we does not deposit the GST to the government exchequer, which it has recovered from the M/s HPGCL as tax.*

Yours Truly,

For M/s.....

Authorized Signatory Name: Designation:

Annexure-5

Performa for declaration under Section 206AB/Section 206CCA

DECLARATION

I, _____, _____ (Designation) of _____ (Name of the Corporation/Company/Board/Trust), having PAN _____ (here in after referred as the Corporation/Company/Board/Trust), hereby declare and affirm a under:

- 1. That the Corporation/Company/Board/Trust is a regular income tax assessee.
- 2. That the Corporation/Company/Board/Trust has been filing its return of income tax regularly.
- 3. That the Corporation/Company/Board/Trust has filed returns of income tax for the financial years 2020-21 and 2021-22 under the provisions of section 139(1) of the Income Tax Act, 1961 as per details given below:

| Assessment Year | Acknowledgement Number | Date of filing |
|-----------------|------------------------|----------------|
| | | |

- 4. That the new provisions of Section 206AB/Section 206CCA which require deduction/collection of tax at source at higher rates are not applicable to our Corporation/Company/Board/Trust and hence tax may not be deducted / collected at source at higher rates.

(Deponent)

That whatever stated above in the above stated para (s) are true to my knowledge and belief.

(Deponent)