

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



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

DRAFT TENDER DOCUMENT

NIT No. XX/PTP/MTP-II-226, VOL-VI/2024-26 Dated XX.XX.2024

FOR

**ENGAGING THE SERVICES OF AN AGENCY TO PROVIDE, COMMISSION AND
MAINTAIN MPLS-VPN WAN CONNECTIVITY AMONG HPGCL POWER STATIONS AND
CORPORATE OFFICE FOR CIPMS.**

October 2024

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

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HARYANA POWER GENERATION CORPORATION LIMITED



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

Corporate Identity Number: U45207HR1997SGC033517

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ONLINE NOTICE INVITING TENDER

On behalf of Chief Engineer, PTPS, Haryana Power Generation Corporation Limited (HPGCL) Panipat, e-tenders are invited in two parts, from eligible reputed, registered and experienced firms/ parties for the following works at HPGCL sites:-

Tender Enquiry No.	NIT No. XX/PTP/MTP-II-226, VOL-VI/2024-26
Dated	26.10..2024
Description of Item	ENGAGING THE SERVICES OF AN AGENCY TO PROVIDE, COMMISSION AND MAINTAIN MPLS-VPN WAN CONNECTIVITY AMONG HPGCL POWER STATIONS AND CORPORATE OFFICE FOR CIPMS
Period of contract	Two years
Start date and time of tender uploading	As per e-tender portal.
Start date and time of tender clarification	As per e-tender portal.
Last date and time of tender clarification	As per e-tender portal.
Last date for submission of bids online	As per e-tender portal..
Tender Opening (Part-I: PQR & Technical)	As per e-tender portal.
Tender Fee (Non –refundable)	Rs.1,180/-
e-service Fees (Non –refundable)	Rs.1,180/-
Earnest Money Deposit (EMD)	Rs. 11,200/-
Contact Information	Executive Engineer/IT, PTPS, HPGCL, Panipat. Mobile No. – 09315164647/0180-2566980/8222022654

**Executive Engineer/IT
For Chief Engineer/PTPS,
HPGCL, Panipat**

1. DEFINITIONS.

For the purpose of this document, the expressions mentioned hereunder shall have the meaning specified against them unless there is anything repugnant in the subject or context:

(a)	‘Owner’ or ‘Employer’	Shall mean the Haryana Power Generation Corporation Limited (HPGCL), a Company incorporated under the Companies Act, 1956 having its registered office at Urja Bhawan, C-7, Sector-6, Panchkula, Haryana and its power stations, units and all offices under its control.
(b)	‘Tender’	Shall mean the tender submitted by the tenderer for acceptance by the Owner.
(c)	‘Managing Director’	Shall mean the Managing Director (MD) of HPGCL, or his successors in office as designated by the Owner.
(d)	‘Agency’ or ‘Contractor’	Shall mean the person or persons, firm or company whose tender has been accepted by HPGCL and includes the Contractor’s legal representatives, his successors and permitted assignees.
(e)	‘Sub-contractor’	Shall mean any person or firm or company (other than the contractor) to whom any part of the work has been entrusted by the Contractor, with the written consent of the owner or his representative and the legal representatives, successors and permitted assignee of such person, firm or company..
(f)	‘Contract’	Shall mean the agreement between the Owner and the agency for execution of the contract including therein all documents such as the invitation to Tender, instructions to tenderer, Special Conditions of Contract, Scope of Work, agreed Variations if any etc.
(g)	‘Contract Document’	Shall mean collectively the tender documents, agreed variations, if any and other documents constituting the tender and acceptance thereof.
(h)	‘Site’	Shall mean the locations and places wherever business activities are conducted by the Owner.

(i)	'Plant'	Shall mean the Power Generating station of HPGCL.
(j)	'Offices'	Shall mean Corporate Office and Offices at various Power Generating station of HPGCL
(k)	'Notice'	Shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post/speed post/e-mail to the last known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post/electronic post it would have been delivered.
(l)	'Appointing Authority'	Shall be the Managing Director or any other person so designated by him for the purpose of arbitration.
(m)	'Letter of Intent'	Shall mean intimation by a Letter to tenderer that the tender has been accepted in accordance with the provisions contained in the letter.
(n)	'Days'	Shall mean a calendar day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
(o)	Total Value of Contract'	Shall mean the total bid price including all applicable taxes in accordance with the prices accepted in tender as payable to the agency for providing the consulting services

In the event of any doubts arising with respect to the provisions of the rules and inadequacy in the scope of its coverage, the final authority of interpretation shall vest with the Chief Engineer whose decision shall be final.

2. INTRODUCTION

Haryana Power Generation Corporation Ltd. came into existence on 14.08.98 after the restructuring of Haryana State Electricity Board into Haryana Power Generation Corporation Ltd. (HPGCL), Haryana Vidyut Prasaran Nigam Ltd. (HVPNL), Uttar Haryana Bijli Vidyut Nigam Ltd. (UHBVNL) & Dakshin Haryana Bijli Vidyut Nigam Ltd. (DHBVNL) under the Reform Program.

The main objectives of HPGCL are as under: -

1. To generate power from its existing Generating Stations in the most efficient manner on commercial lines and to sell the same to distribution companies.
2. To set up new Power Generation Projects.

HPGCL owns & operates the following power plants/Offices in Haryana state:

Sr. No	Name of Power Station/Office of HPGCL	Unit Details	Location (with Lat/long)	Contact Persons for Location
i.	Corporate Office HPGCL, C-7, Urja Bhawan, Sector-6, Panchkula	Corporate Office	C-7, Urja Bhawan, Sector-6, Panchkula, Haryana, PIN-134109 (Lat/long: 30.70/76.85)	Er Sunil Gagneja: 9417450480
ii.	Panipat Thermal Power Station (PTPS), Panipat	210MW+2x250MW +10MW (Solar plant)	Village Assan, Distt. Panipat Haryana PIN-132105, (Lat/long: 29.39/76.87)	Er Rajni Rani 9354577091
iii.	Deen Bandhu Chhotu Ram Thermal Power Project(DCRTTP), Yamuna Nagar.	2x300 MW	Village-Pansara, Tehsil & Distt. Yamunanagar, PIN-135001 (Lat/long: 30.10/77.31)	Er H.K. Kansal 9355061856
iv	Rajiv Gandhi Thermal Power Project (RGTPP) Khedar, Hisar	2x600 MW	Village Khedar, Tehsil Barwala, Distt. Hisar PIN-(Lat/long: 29.34/75.85)	Er Pankaj Mehta 8607388087

3. Information Regarding Online Payment of Tender Document , e-Service & EMD Fee.

3.1 The Bidders can download the tender documents from the Portal: <https://etenders.hry.nic.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**.

3.2 It is advised that the bidder make the payment for EMD via RTGS / NEFT to the beneficiary account number as mentioned in the challan at least T+2 day (Transaction + Two day) two day in advance to the last day for validation on account / transaction period.

NOTE:

1. If the tenders are cancelled or recalled on any grounds, the tender document fees & e-service fee will not be refunded to the agency.
2. Those agencies who are exempted from EMD, should submit proof of related documents at least 10 days before end date of “**Downloading of Tender Documents & Bid Preparation**” stage to **publisher of the tender i.e. concerned Executive Engineer.**

The following are exempted from depositing the earnest money:-

- i) Public Sector Undertakings of the Central/ Haryana State Government.
- ii) Firms borne on D.G.S. & D/DS&D Haryana rate contracts.
Firms registered with the Director of Industries, Haryana or registered with National Small Industries Corporation, Govt. of India.
- iii) 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.
- iv) The Tenderers can submit their tender documents (Online) as per the dates mentioned in the key dates.

3.3 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:

A) 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.

B) Net banking:

The procedure for paying through Net banking will be as follows.

- (i) Bidder selects Net banking 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 Net banking payment gateway screen displaying list of Banks.
- (v) Bidder chooses his / her Bank.
- (vi) The Net banking gateway redirects Bidder to the Net banking 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 Net banking 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.

C) 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 at least 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 be 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.

4. Key Dates

Sl. No.	Department Stage	Tenderer's Stage	Start date and time	Expiry date and time
1	Tender Authorization & Publishing	Downloading of Tender Documents, Bid Preparation & Bid submission	As per e-tender portal.	As per e-tender portal.
2	Tender Clarification	-	As per e-tender portal.	As per e-tender portal.
3	Technical Opening (Part-I)	-	As per e-tender portal.	-----
4	Short listing of Technical bids & Opening of Financial Bid	-	Will be intimated to the firms on their E-mail	

5. 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 tender processed online are required to get registered on the centralized e-Procurement Portal i.e. <https://etenders.hry.nic.in> (**Go to the link in top bar-How to.... – Register and Bid Online and download the file**). 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://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 need to be obtained for e-filing on the e-tendering portal.
 - 2.4 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt the data and sign the hash during the stage of bid preparation & hash submission. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).
 - 2.5 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
 - 2.6 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
 - 2.7 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.
3. **Opening of an Electronic Payment Account:** Tender document can be downloaded online. Bidders are required to pay the tender documents fees online using the electronic payments gateway service. For online payments guidelines, please refer to the Home page of the e-tendering Portal <https://etenders.hry.nic.in>
4. **Pre-requisites for online bidding:** In order to bid online on the portal <http://etenders.hry.nic.in>, the user machine must be updated with the latest Java. The link for downloading latest java applet is available on the Home page of the e-tendering Portal.

- 5. Online Viewing of Detailed Notice Inviting Tenders:** The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <http://etenders.hry.nic.in>
- 6. Download of Tender Documents:** The tender documents can be downloaded from the e-Procurement portal <http://etenders.hry.nic.in> or www.hpgcl.org.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, e-service 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.
- 8.2** The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.
- 8.3** 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 bidders shall quote the prices in price bid format and price bid shall be submitted in separate part-II.
- 8.4** 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://etenders.hry.nic.in>.
- (C)** 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 online' to download the file.

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

A. QUALIFYING CRITERIA:

The tender documents of only those bidders shall be considered who fulfil the following eligibility criteria and submit documentary evidences in support of the same along with copy of performance certificate / repeat order from the same organization:

The bidder should be the Original Equipment Manufacturer / Supplier (OEM/ OES) or a registered vendor of HPGCL as per Vendor registration policy for specific category of work.

OR

The bidder must have experience of having successfully executed Work Order(s) in HPGCL / NTPC / any SEBs / any PSUs / any Corporations / Central Govt. / State Govt. / Semi Govt. or in any Thermal/ Hydel Plant and have average annual turnover and other eligibility conditions mentioned below:

Experience for Execution of Work Order- The bidder must have successfully executed Work Orders(s) for same or similar item (s) / Works (s) during **last 7 years** ending last day of the month previous to the month in which applications, are invited (i.e. up to 30.09.2024) and having minimum order value as under:

- a. Single order of the value not less than Rs 4.45 lacs OR
- b. Two orders of the value not less than Rs 2.78 lacs/- OR
- c. Three orders of the value not less than Rs 2.22 lacs/-

Note: i) The Work Order value referred above is exclusive of all taxes and duties.

- ii) 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 the such period/ value) shall be taken into consideration for assessing the eligibility criteria.

Turnover

Bidders must have average annual turnover in last 3 consecutive financial years ended prior to the financial year in which the applications are invited shall not be less than Rs. **5,57,026/-** (including taxes).

Note:

- a) In case where audited results for the last preceding financial year are not available for determining the average annual turnover, certification of financial statements from a practicing chartered accountant shall be considered acceptable.
- b) In case the annual turnover of the firm is above one crore, than the copy of on-line balance sheet submitted to Income tax Department will be required for that particular year.
- c) Other income shall not be considered for arriving at annual turnover.

7. GENERAL INSTRUCTIONS FOR TENDERER

A. Technical Requirements:

1. The bidder must have valid NLD/UL License (Not below the category A for the internet services) from DoT which must remain enforce throughout the contract period (Minimum 2 year) starting from the date of Bid opening. Copy of NLD/UL license submitted with the bid must have validity period mentioned on it .
2. Bidder must have experience of providing MPLS-VPN Mesh network service between minimum 3 locations of a single customer in India. Minimum bandwidth provided to at least one of the locations must be 10 Mbps and that of the other should be at least 3 Mbps.

B. DOCUMENTS IN SUPPORT OF QUALIFYING REQUIREMENT:

1. The tender documents of only those bidders shall be considered who fulfill the eligibility criteria / qualifying documents and submit documentary evidences duly attested in support of the same along with copy of performance certificate / repeat order from the same organization, if any.
2. The bidder should possess GST Number, PAN number and copy of the same to be attached with e-NIT.
3. The firm should fill statement of bidders as per Annexure-XI and submit authentic supporting documents for proving its credential.
4. Originals of any/ all documents submitted by bidders while tendering, may be asked for verification at the time of finalizing the tender or anytime thereafter.
5. Decision of HPGCL regarding fulfillment of pre-qualification requirement shall be final and binding upon the bidders.
6. In case of service contracts, bidders who have successfully carried out erection, testing & commissioning and have minimum one year experience of Operation & Maintenance in the preceding 5 years of the equipment where the services are required will also be eligible.

C. DISQUALIFICATION OF THE BIDDER:-

- i) 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.
- ii) The Bidders shall supply partnership deed in case of partnership firm / Memorandum of Association and Article of Association in case of a company.
- iii) Notwithstanding anything stated above Haryana Power Generation Corporation Ltd. Reserves the right to assess the tenderer's capacity to perform the contract should the circumstances warrant such assessment in the overall interest of the Haryana Power Generation Corporation Ltd. In this regard the decision of corporation will be final.

Special Notes: -

1. **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 Elect project shall not be eligible to bid against the NIT of HPGCL, However;
 - a. 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.
 - b. Blacklisting of the firm by any unit of the HPGCL shall be considered as ineligibility of the firm at any other project of HPGCL.

- c. In case any firm was blacklisted for a limited period in past by any organization and presently such blacklisting has removed by such organization then it will not tantamount to ineligibility of the bidder.
- d. 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 HPGCL Purchase & Works regulation 36 and 37.

2. Opening of Tender:-

- a) The tenders will be opened in the office of Executive Engineer/IT, PTPS, Panipat in the presence of authorized representative of the tenderers, if they so desire, at the time and date set for opening of tenders or in case any extension was given thereto on the extended tender opening date and time. Tenderer's authorized representatives (up to two persons) may attend the opening.
- b) The Price Bid (Part-II of the tender) shall be opened after Part-I of the tenders have been scrutinized and evaluated. A committee nominated by HPGCL shall evaluate all the bids for fulfillment of qualifying criteria. The tenderers whose Part-I have been approved, will be allowed to participate in opening of Price Bid (Part-II). The due date and time for opening of Price Bid (PartII) shall be informed later on.
3. Before submitting tender online the instructions may be read carefully regarding submission of tender. If any bidder finds discrepancies or omissions in the tender documents or is in doubt as to the true meaning of any parts, he shall clarify same from tender issuing office in writing before the due date of submission of the bid. Any information regarding tender can be had from the office of Executive Engineer/ IT, PTPS, Panipat (xenit.ptps@hpgcl.org.in) on any working day prior to last date of clarification.
4. 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. Cost of tender and EMD in any other form shall not be accepted.
5. The "Application for Bidding" along with the "Terms and conditions of the contract and its all Annexure should be submitted **duly filed up completely and signed & stamped on each page by the tenderer** online. Work offered should be strictly according to the specifications of scope of work and to the terms & conditions of the NIT. No deviation from the specifications, scope and terms and conditions given in NIT will be accepted.
6. The tenderers shall submit their tender in two parts- the first part containing documents for qualifying criteria, technical specification, schedule of completion period, and all other terms and conditions except the rates (price bid), and the second part containing the rates (price bid) quoted for each item as well as other related terms like GST etc.
7. All tenders received against this enquiry irrespective of whether they are from the approved contractors on the registered list or others, shall be considered, provided they are on the prescribed form and in accordance with the Qualifying as well as other tender conditions and specifications.
8. 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 e-NIT, otherwise, the tender shall liable to be rejected.
9. The validity of the tender/offer shall be for 120 days from the date of opening of the price bid.

10. A) **For Negotiation Policy**, please latest policy adopted by HPGCL. **In case of Haryana based MSME firms, procedure as per G.O. No.-02.02.2016-41B11 (1) dated 20.10.2016 and shall be followed.**
11. The merit order of L-1, L-2, L-3 bidder will be decided with overall/total value quoted by the respective bidders.
12. The work as a whole will be allotted in a single part to the bidder who is overall lowest in the respective bidders.
13. Suo-moto revised price bid/ supplementary Part-II will not be accepted after the last date of submission of the tender. However, in case revised price bid is submitted by the bidder Suo-moto but prior to the due date of submission of the tender, then the revised price bid only will be visible, opened and considered by the purchasing authority.
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, 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 HPGCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
17. HPGCL, reserves the right to cancel the NIT or to change qualifying requirement or to reject any or all the tenders so received without assigning any reason and will not be responsible and will not pay for any expenses or losses that may be incurred by the tenderers in preparation of the tenders.
18. 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.
19. The tenderer shall quote the prices in English language and international numerals. The rates shall be in whole rupees and shall be entered in figures as well as in words. For the purpose of tender, the metric system of units shall be used.
20. 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
21. All rates shall be quoted online in the proper format i.e. “price bid form” provided as part of the tender documents on e-tender portal by the Department.
22. Before tendering, the tenderer is advised to inspect the site of work, the environment & get acquainted with the actual work & other prevalent conditions, facilities available. No claim will be entertained later, on the ground of lack of knowledge.
23. The whole work against this tender shall be awarded to single bidder who will be overall lowest in the merit order considering all items of specified work. HPGCL may drop the e-NIT at any time without assigning any reason.
24. The bidders shall supply partnership deed in case of partnership firm and Memorandum of Association and Article of Association in case of a company.

8. SCOPE OF WORK

1. The scope of works includes Providing, commissioning & maintaining / support for two year support of MPLS-VPN WAN Connectivity required to be established for interconnection across HPGCL Power Stations and Corporate Office for functioning of CIPMS Application, Video Conferencing and CCTV surveillance system etc. with the following details :

S. No.	Location of Stations/Office of HPGCL	Approx. Req'd. Bandwidth in Mbps	Possible Mode of Connectivity	Type of Site-to-Site Connectivity
1.	Corporate Office, C-7, Urja Bhawan, Sector-6, HPGCL Panchkula	15	Fiber/wire line / wireless	Mesh/Any to any
2.	Panipat Thermal Power Station (PTPS), Panipat.	9	Fiber/wire line / wireless	Mesh/Any to any
3.	Deen Bandhu Chhotu Ram Thermal Power Project (DCRTPP), Yamuna Nagar.	3	Fiber/wire line / wireless	Mesh/Any to any
4.	Rajiv Gandhi Thermal Power Project(RGTPP), Khedar, Hisar	3	Fiber/wire line / wireless	Mesh/Any to any

2. MPLS-VPN link shall be configured as (1:1) symmetrical, unshared for all HPGCL sites and will be terminated with Customer Premises Equipments (CPEs).
3. The Bidder will provide all required hardware/CPEs through OFC/ wireline/ wireless to meet minimum SLA requirement and will remain their property. In addition, the required hardware should also be compatible with the existing hardware/software installed at the above locations of HPGCL.
4. Device Up gradation, if required during the currency of the contract will be done by the bidder without any extra cost.
5. The IP pool being used by HPGCL for its internal LAN/WAN will have to configured by the bidder in the solution.
6. Scheduled maintenance of its network devices/CPEs will be done by the bidder with prior intimation to HPGCL not less than 24 hours time period.
7. The Bidder Will Provide a Pro-Active Monitoring system for the network. Any licensing required for last mile connections will be entirely the responsibility of the Bidder.
8. It will be the responsibility of the successful bidder to arrange for necessary permission/ approval from all the external authorities for trenching/laying/installing of OFC cable/RF/wireless.
9. The successful bidder has to provide a single point contact address and phone no. for all future communication regarding link/ connectivity issues. Bidder will also provide the escalation matrix for problem escalation and resolution.
10. The successful bidder will enhance/reduce the bandwidth provided at any of the locations mentioned in scope of work as requested by HPGCL. A maximum lead time of 10 days will

be granted to the bidder for providing enhanced/reduced bandwidth from the date of formal request by HPGCL. The payment of recurring charges for the enhanced / reduced bandwidth will be made on a pro-rata basis.

11. The bids must provide technical details of the proposed solution for HPGCL along with the bid. The technical details must include nature of Last Mile Connection, the nearest location of PE router of bidder's core MPLS network for each of the locations mentioned above , redundancy level of bidder's core MPLS network, the maximum latency period between any two locations, etc.
12. The specifications/features given in the Tender Documents are the minimum level of specifications that are required. The bidders may choose to supply higher specification, but no downward deviation from the specified configurations will be permitted.

**Executive Engineer/IT,
for Chief Engineer/PTPS,
HPGCL, Panipat**

9. SPECIAL TECHNICAL TERMS AND CONDITIONS

A. Feasibility

The bidder will perform himself a feasibility study at his own expenses. He will submit the feasibility report in format below: (when to submit)

Sr No	Address of HPGCL Station/Office	Feasibility Media	SLA against the last mile used	If Last mile is from 3rd party then name of the owner
1	Corporate Office,C-7 Urja Bhawan,Sector-6 Panchkula			
2	Panipat Thermal Power Station (PTPS), Panipat.			
3	Deen Bandhu Chhotu Ram Thermal Power Project (DCRTPP),Yamuna Nagar			
4	Rajiv Gandhi Thermal Power Project(RGTPP), Khedar, Hisar			

B. Delivery, Installation & Commissioning Terms

- 1) The commissioning work at all the sites will be completed within 30 days from the date of date of work order/Lol/ issue of letter of commissioning, in case commissioning for all the sites is asked simultaneously by HPGCL. However, HPGCL may opt for site/link wise progressive/phased commissioning schedule and in that case the Service Provider will commission the respective link within 20 days from the date of issue of letter of commissioning for that particular link. In case, if a site is declared as 'Not Clear' by HPGCL after the start of work, then the total time consisting of the time given before stoppage of work and after resumption of work will remain 20 days and the period for which the work remained suspended will not be counted for the completion period. Further, if the letter of commissioning or clearance for any site/link is not given by HPGCL, no penalty for delay or non-commissioning will be levied by HPGCL in that case. The letter of commissioning for a site(s) will be communicated by XEN/IT, PTPS, Panipat.
- 2) The Bidder will put up a schedule plan for execution. The Project is to be completed within 30 days in all respects at all HPGCL stations/office i.e. deliveries and all kind of installations, testing and commissioning, from the date of work order/Lol. In case, the bidder fails to implement the solution within stipulated delivery date, HPGCL will impose a penalty @1% per week subject to a maximum of 10% of quarterly charges of the respective site link for the delay in installation & commissioning of the respective site link. The amount of penalty so calculated shall be deducted at the time of making payment for the first quarter.
- 3) Site Acceptance Testing (SAT):
SAT of the respective connectivity/ links will be carried for 72 hours in presence of HPGCL. The SAT covers commissioning of MPLS connectivity and successful data transfer between at least two sites. The successful completion of SAT of the individual link shall lead to the commissioning of the same. The Service Provider will share the site acceptance testing plan before commissioning.
- 4) The MPLS leased line connectivity to be provided shall be compatible with the existing Hardware installed at HPGCL sites i.e Routers, switches, Modems etc. The service provider shall take the responsibility of the configuration of existing hardware for installation and commissioning of the MPLS WAN services.

- 5) HPGCL reserves the full right to take any action as it deems fit including forfeiture of EMD/PBG in case the bidder does not implement the solution in all respect
- 6) The bidder will deliver, along with the solution, complete set of System Software, systems documentation and User O&M manual four no. hard copies along with soft copy.
- 7) The successful bidder will abide by all safety and security norms of HPGCL while working inside HPGCL premises.
- 8) The installation and commissioning team/ service engineers of the successful bidder has to arrange for its accommodation & transport at the time of installation/ commissioning and preventive/ corrective maintenance. The accommodation, if available, at HPGCL stations may be given on chargeable basis.
- 9) All type of Hardware, tools, measuring equipment etc. required for installation & commissioning of the links & for maintenance will be arranged by the bidder at its own cost.
- 10) Full details of the space requirement for installation of the complete solution with dimensions should be given in advance.
- 11) In case of laying of underground OFC, the top of the casing/ conduit pipe containing the fiber cables shall be at least 2 to 2.5 feet covered by layer of brick and sand below the ground surface subject to at least 0.3 m below the drain inverts. However, in case of special site conditions, variable depth/ dimensions may be permitted depending on the site conditions.
- 12) The bidder shall restore the dug-up area/ sites to their original condition simultaneously, clear the area of any unused earth/ debris, and dispose off such debris/ earth at the sites away from the work site as permitted by the competent authority and to the satisfaction of the concerned authority.
- 13) The bidder shall undertake communication infrastructure works in a manner so as to cause least public inconvenience. Bidder would be expected to suitably cordon-off the area to ensure public safety and encouraged to execute the works during off-peak times so as to cause minimum inconvenience to the public traffic.
- 14) All the aspects of safe delivery, installation, commissioning and uplink of the WAN connectivity shall be the exclusive responsibility of the vendor. The successful bidder has to abide by all safety and security norms of HPGCL while working inside HPGCL premises.

C. Other agencies at work: The bidder shall be required to co-operate and work in co-ordination with and afford reasonable facilities for such other agencies/specialists as are/may be employed by HPGCL on other works/sub-works in connection with the project/scheme of which this work forms part and in this connection it shall be deemed that the bidder has prior to submitting the quotation inspected the premises and taken all circumstances into consideration.

D. CERTIFICATION AND AUTHORISATION : The bidder should be either be a Layer3 MPLS VPN Service provider under the license of Govt. of India or a national long distance/Basic service operator having own MPLS-VPN network and should submit the copy of the appropriate license.

E. Subcontracting: The service provider shall not, without the prior written consent of HPGCL, sub-contract or permit anyone other than the bidder's own personnel to perform any of the work, services or other performance required of the bidder. (What about last mile connectivity if it is from the third party).

F. Other Technical Terms & Conditions:

- a) The detailed specifications & detailed BoM will be shared by service provider.
- b) Appropriate network security solution should be designed for securing HPGCL's application and data, minimum list of devices required are mentioned in the technical specifications, however, service provider can propose most optimum solution by improving upon the same.
- c) Service Provider shall comply with all the Cert-In & NCIIPC – Critical Sector Guidelines to secure the entire solution and provide secure access to HPGCL's users over MPLS links.
- d) The Additional resources with necessary Infrastructure, management software and licenses If required will be arranged by the bidder at its own cost should be part of the solution
- e) The service provider should provide details of network bandwidth report, network security& device management and log management reports for the relevant period.
- f) The service provider will provide all the required equipment which may not be specifically stated in the e-NIT but will be required to meet the intent of ensuring completeness, maintainability and reliability to run the application smoothly.

10. GENERAL TERMS & CONDITIONS

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) CONTRACT PERIOD:

The contract period is for two years from the date of start of work/service at last HPGCL station; the period can be extended further for 3 months on the same rates and terms & conditions at the sole discretion of HPGCL.

3) 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.

4) EARNEST MONEY AND SECURITY DEPOSIT

- Earnest Money deposit (EMD) is compulsory, without which the tender shall be rejected forthwith.
- The Earnest money furnished by the successful tenderers on whom the work order is placed shall be converted into security deposits as a guarantee for faithful and satisfactory execution of the work order.
- The EMD of the unqualified bidders and unsuccessful bidder will be returned within 15 days of the execution of the contract with selected bidder.
- The Security Deposit shall be 10% of Contract value. 10% amount of the monthly running bill shall be kept as security deposit. However, the EMD already deposited by successful bidder shall be converted into the security deposit and balance amount shall be deducted from the running bills/first quarterly bill.
- The security deposit of the contractor shall be retained by HPGCL for faithful execution of the contract.
- Security deposit shall be released only after completion of the entire period of the contract and after completion of 30 days of Guarantee/Warrantee period, on the certificate of Engineer In-charge/EIC for successful completion of Guarantee/Warrantee period and submission of requisite documents by the contractor.
- No interest shall be paid on EMD/ Security Deposit for the period it remains deposited with HPGCL.

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

- i) If the tenderer withdraws his tender at any stage during the currency of validity period.
- ii) If the W.O has been issued but the contractor refuses to comply with it irrespective of fact the 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) In case contractor fails or neglects to observe or perform any of his obligations under 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 law, under payments or over payments made to the contractor under this contract any other contract as well as to take such administrative action against contractor blacklisting etc.

5) PAYMENT TERMS:

- a) The payment will be made after 21 days on submission of invoice on quarterly basis. 100% payment, after deducting 10% security deposit and other statutory deductions of the running bill shall be made on the satisfactory completion of the work for the related period.
- b) The payment will be made through RTGS/ NEFT.
- c) The income tax, GST TDS and other applicable taxes will be deducted at the source.
- d) Payments will be released by the respective XEN/IT of the Power plants/ corporate office Panchkula) on quarterly basis against the Bills raised separately for each HPGCL site only after the completion of each quarter subject to satisfactory performance. It is the responsibility of the supplier to provide reports of Bandwidth usage and traffic parameters defined in SLA to demonstrate that the minimum SLA is being met.
- e) In case HPGCL decides to discontinue the service at a location as mentioned in this document, the payment for Annual Recurring Bandwidth charge for that location will be paid on pro-rata basis only up-to the date of availing the service at that location.
- f) In case of shifting of connectivity as mentioned above, the cost of shifting will be paid after installation and commissioning of connectivity at the new premise as per the mutually agreed charges.
- g) DOCUMENTS TO BE ENCLOSED: Invoice(s) reflecting taxes and duties, GST undertaking, GSTR1 and GSTR 3B all in duplicate. A copy of the relative Purchase Order should also be submitted along with your claim.

6) MINIMUM SERVICE LEVEL /GUARANTEE-WARRANTEE CLAUSE:

The table for the requirements of Quality of Service (QoS) w.r.t. their threshold limits for MPLS-VPN and Internet connectivity is as under:

Sr.No	SLA Parameter	Parameter Threshold limits
1	Network Link Availability (average uptime)	>=98.5 %
2	Bandwidth availability	100% pure & un-contended bandwidth, (1:1 symmetric unshared bandwidth)
3	Packet Loss	=<2 %

4	Site to Site Latency	=< 100 ms
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- a) These figures relate to performance between WAN ports on two HPGCL CPEs. Further, one would consider Network performance to be “significantly” deteriorated in case the actual performance is poorer than the one specified above. In respect of available bandwidth, at no time should the available bandwidth be less than the one agreed/committed by the bidder (and in accordance with the class of service offered).
- b) Similarly, the network link between locations will said to be “not available” if the observed performance over this link is “significantly” deteriorated in respect of any one of the above parameters, or if there is a breach in security in respect of this link. The availability figure will be computed per location on quarterly basis.
- c) However, power failure to CPEs is not included in the link being termed as “not available”.

6.2 Computation of Availability/Uptime:

The Service Provider will be responsible for uninterrupted MPLS-VPN connectivity with average uptime during a quarter not less than 98.5%.

The Actual Uptime will be calculated in respective quarter and will be measured against the total uptime hours during the respective quarter. The deduction in payment will be made for downtime in the quarterly bills raised by the Service Provider. The uptime period will be taken from the date, the MPLS-VPN/ Internet connectivity of that particular site is restored.

The availability of a MPLS link will be assessed by the following formula on Quarterly basis:
 Calculation of Actual Uptime % = (Actual Uptime Hours / Total Uptime hours) X 100

Definition:

Total Uptime hours = Total no. of hours in the Quarter i.e. No of days in Quarter X 24

Actual Uptime Hours = Total no. of hours in the Quarter– Total outage during the Quarter

Example:

In the 1stQuarter of Jan-Mar total days are 31+28+31=90 and assume that total down time in the same quarter is 20 hours. In such case the Actual Uptime will be calculated as follows:

Total Uptime hours = 90 X 24 = 2160

Downtime Hours = 20

Actual Uptime Hours = 2160 –20 = 2140

Actual Uptime % = (2140/2160) X 100 = 99.07 %

Exceptions for Uptime calculations:

The downtime due to the following situations will not be considered for the purpose of availability calculation:

- a. Scheduled maintenance by the Service Provider, with prior permission & intimation to HPGCL. HPGCL will be informed preferably 24 hours in advance followed by approval/ acceptance from HPGCL.
- b. Link down due to power failure or switch off of equipments (CPEs) at HPGCL locations.
- c. Natural Calamity.

6.2.1 SLA Compliance

The network Availability (SLA Compliance) will be reviewed quarterly and deductions for non-compliance will be made on quarterly basis from the recurring charges as under:

Service Level Parameter	Measurement Methodology /	Penalty																											
Network Availability of MPLS Links	Network Availability of MPLS 98.5.0% will be measured site wise with the help of SLA reports provided by bidder viz a viz Minimum Service Level Parameters Tab.	Penalty as per defined in Uptime & Downtime Matrix below <table border="1" data-bbox="710 548 1342 981"> <thead> <tr> <th data-bbox="710 548 778 660">Sr. No</th> <th data-bbox="778 548 1007 660">Up time Availability</th> <th data-bbox="1007 548 1342 660">Penalty in % of running Quarterly Bill (Basic charges for the Link)</th> </tr> </thead> <tbody> <tr> <td data-bbox="710 660 778 701">1.</td> <td data-bbox="778 660 1007 701">≥ 98.5</td> <td data-bbox="1007 660 1342 701">0</td> </tr> <tr> <td data-bbox="710 701 778 741">2.</td> <td data-bbox="778 701 1007 741">< 98.5 upto 98</td> <td data-bbox="1007 701 1342 741">1</td> </tr> <tr> <td data-bbox="710 741 778 781">3.</td> <td data-bbox="778 741 1007 781">< 98 upto 97</td> <td data-bbox="1007 741 1342 781">2</td> </tr> <tr> <td data-bbox="710 781 778 822">4.</td> <td data-bbox="778 781 1007 822">< 97 upto 96</td> <td data-bbox="1007 781 1342 822">4</td> </tr> <tr> <td data-bbox="710 822 778 862">5.</td> <td data-bbox="778 822 1007 862">< 96 upto 95</td> <td data-bbox="1007 822 1342 862">6</td> </tr> <tr> <td data-bbox="710 862 778 902">6.</td> <td data-bbox="778 862 1007 902">< 95 upto 90</td> <td data-bbox="1007 862 1342 902">8</td> </tr> <tr> <td data-bbox="710 902 778 943">7.</td> <td data-bbox="778 902 1007 943">< 90 upto 85</td> <td data-bbox="1007 902 1342 943">10</td> </tr> <tr> <td data-bbox="710 943 778 981">8</td> <td data-bbox="778 943 1007 981"><85</td> <td data-bbox="1007 943 1342 981">100</td> </tr> </tbody> </table> <p data-bbox="699 987 1358 1176">In case of non-availability, the link will be considered as down with effect from time of detection till the time it is restored. However, 100% deduction will be made in case availability goes below 85%.</p>	Sr. No	Up time Availability	Penalty in % of running Quarterly Bill (Basic charges for the Link)	1.	≥ 98.5	0	2.	< 98.5 upto 98	1	3.	< 98 upto 97	2	4.	< 97 upto 96	4	5.	< 96 upto 95	6	6.	< 95 upto 90	8	7.	< 90 upto 85	10	8	<85	100
Sr. No	Up time Availability	Penalty in % of running Quarterly Bill (Basic charges for the Link)																											
1.	≥ 98.5	0																											
2.	< 98.5 upto 98	1																											
3.	< 98 upto 97	2																											
4.	< 97 upto 96	4																											
5.	< 96 upto 95	6																											
6.	< 95 upto 90	8																											
7.	< 90 upto 85	10																											
8	<85	100																											

8) RISK AND COST:

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

9) COMPLETION PERIOD:

a) The installation & commissioning work shall be completed within 30 days of issue of LOI/Work order, whichever is earlier, 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 requirement.

10) PERFORMANCE BANK GUARANTEE (PBG) :

The Performance BG shall be 10% of total contract price and shall be valid upto one months after the contract completion period of 2 years plus extension period of three months if any. The successful bidder shall furnish the performance bank guarantee within thirty 30 days of the receipt of work order from HPGCL.

11) DOCUMENTATION:

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

Bidder shall submit quarterly bill in duplicate to the respective Executive in-charge along with the following:

- i) Quarterly bill for the AMC/ARC work, in duplicate. The bill should be on the contractor's bill book duly serially numbered and bearing date of issue, Service Tax number, PAN & TIN. A photocopy of the GST/Service Tax Number, PAN & TIN shall be attached with the 1st running bill for reference and record.
- ii) The bill of the firm along with the annexure submitted by the contractor at i.) above, should be approved and verified by the respective XEN/IT at each HPGCL station/office for gross value as well as net payable value and accompanied with the certificates/documents mentioned at iii and iv below.
- iii) Certificates from the Engineer In-charge that work has actually been done as per the contract and to the entire satisfaction of EIC.

12) FORCE MAJEURE:

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

- a) The delay is resulted from any causes arising out of compliance with regulations, orders or instructions of the Central or State Government, acts of God, acts of Civil & Military authority, fires, floods, strikes, lock-outs, freight embargoes, war risk riots and civil commotion and
- b) The contractors request for extension of the completion period along with all necessary evidence comes, before the expiry of the schedule date(s) of completion period.

13) OVER RUN CHARGES:

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

14) WATCH & WARD:

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

15) FACILITIES TO BE ARRANGED BY FIRM:

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

16) STATUTORY DEDUCTIONS:

Statutory deduction on account of TDS under GST Act, 2017 & Income Tax Act 1961 etc. including surcharge shall be made at source from the bills of the contractor at the prevailing rates.

18) ARBITRATION:

All matters, questions, disputes, differences and /or claims arising out of and/ or concerning, and / or in connection with, an / or in consequence of ,or relating to the contractor whether or not obligations of either of both the Contractor and the Corporation under that contract be subsisting at the time of such dispute and whether or not the contract has been terminated or purported to be terminated or completed, shall be referred to the

sole arbitration of MD, HPGCL or any officer appointed by MD, HPGCL as his nominee. The award of the Arbitrator shall be final and binding on both the parties to the contract. All arbitration proceedings under this Regulation shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 and the Rule there under, with any statutory modifications thereof for the time being in force and as amended from time to time.

19) LAWS GOVERNING CONTRACTS:

- a. All contracts shall be governed by the laws of India for the time being in force.
- b. 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
- c. 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. In this case the contract is subject to jurisdiction of Panipat Courts only.

20) SET OFF:

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

21) SUBLETTING AND ASSIGNMENT:

The firm 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/approval of CE/ PTPS, HPGCL, PTPS, Panipat.

22) LIABILITY:

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. However the total liability arising out of this contract shall be limited to the contract value.

23) TERMINATION:

The Agreement resulting from this proposal may be terminated:

- a) If the work entrusted is not proper and to the satisfaction of HPGCL and if the work of the agency continues to be unsatisfactory, the agreement shall be terminated by HPGCL by giving 30 days notice at any time during subsistence of this agreement. The same will be entrusted to another agency and the extra expenditure incurred thereon by HPGCL, will have to be borne by the existing agency.
- b) The agreement can be short close (Partial/full) by HPGCL as and when required by giving the not less than thirty (30) days written notice of termination at any point of time.

**Executive Engineer/IT,
for Chief Engineer/PTPS
HPGCL, Panipat.**

11. LABOUR LAWS (As applicable)

- 1). Registration of Establishment (PTPS) and obtaining the Labour License/ Renewal.
The Registration of Panipat Thermal Power Station with the list of working Contractors is required under Section -7 of Contract Labour Act, 1970. The name of working Contractor must be on the list of Contractors otherwise he (contractor) will not get Labour License/Renewal from the Labour Department, Haryana Govt. So as and when the work is awarded to the contractors other than included in the list of contractors attached with the Registration of Panipat Thermal Power Station, the contractor will ensure that his name on the prescribed Performa is intimated to the Centralized Agency by the officer in charge of the work for getting his name including in the said list. Further after the needful, the contractor will be under obligation to obtain labour license/ its renewal under Section 12 of ibid Act from the Labour Department, Haryana Govt. by completing the requisite formalities.
- 2) Payment of wages to the workers deployed on the work Under Section 63 to 73 of Contract Labour Act-1970.
The contractor will be bound to pay wages to the workers deployed by him on the work as per minimum wages fixed by Labour Department, Haryana Govt Chandigarh and follow revision from time to time. He will display on the notice Board of his site office, the date of making monthly wages payment which should be on or before 7th of every month. The payment shall be made in currency & coins in the presence of authorized representative of the Principal Employer/ official from the Labour Department Haryana Govt. In case of default , the contractor will be liable for prosecution under the ibid Act.
- 3) Maintaining the Registers and records Under Section – 74 to 78 (a to d) of Contract Labour Act-1970 .
The contractor shall maintain necessary records under the provisions of ibid Act viz. Register of Workman employed (Section -75), Issuing of Employment Cards (Section 76), Service Certificate (Section 77), Register of wages (Section 78 (a) to (d)), Attendant Register, Register of Over time , Register of deduction, Register of advance, Register of fines, Issuing of Wages Slips, etc., the same shall be made available with the site In charge of the work or authorized representative of the contractor for checking/ inspection as and when required by the officer In charge of PTPS authorities or Labour Department , Govt. of Haryana. Non- maintaining/ non production of the above Registers /Forms, under Section- 23 – 24 of the ibid Act will be treated as offence and contractor will be liable for prosecutions by the Labour Department, Govt. of Haryana.
- 4) Age limit of the workers.
No labour below the prescribed limit of age i.e. 18 years and above 60 years shall be employed by the contractor on his allotted works.
- 5(A) Compliance of various Labour Acts.
The contractor shall abide by all the labour laws required to be followed and he shall furnish an undertaking on NJSP of appropriate value duly attested by the Notary Public to the effect that he will comply with all the Acts, laws and Regulations as may be applicable with regard to performance of work including Factory Act-1948, Industrial Dispute Act-1947 , Employees State Insurance Act-1948 , Employee Provident Fund Act-1952, Payment of Wages Act-1936 , Minimum Wages Act-1948, Contract Labour Act (R&A , 1970) Workmen compensation Act 1923 and others rules and regulations as framed by the Central/ State Govt. in this regard from time to time.

- (B) The contractor shall also specify in the above Undertaking that all the labour / workmen engaged by him for rendering the services under the contract, will be the employees of the contractors for all intents and purposes and shall have no claim / right on the HPGCL. All the risks, responsibilities and liabilities towards his labour shall be owned by him. The contractor will take such steps as may be directly responsible for any dispute arising between him and his labour / workmen and keep the HPGCL and its officers indemnified from and against all losses, damages and any claim/ liability arising there from. Under no circumstances whatsoever, HPGCL would be held responsible in respect of contractor's workers. In case any expenditure is incurred by HPGCL as a result of certain dues on the part of the contractor's labour or otherwise, the HPGCL is entitled to recover / claim such dues /compensation from the contractor's pending payments bills or through court of law.
- (C) Besides the above, the contractor shall obtain an affidavit on the NJSP value duly signed and witnessed by him under his seal and duly attested by the Notary Public from his each and every individual worker/ employee that they will not claim any employment in HPGCL in lieu of services rendered by them to the contractor namely M/S _____ Work Order No. _____ dated _____ and all the disputes, whatsoever and of any nature, will be settled by their contractor who has engaged them. These affidavits along with his own undertaking as per Para-A&B above, shall be submitted by the contractor to the Officer-in-Charge (Applicable for ARC/AMC type contracts only).
- 6) Deposit of EPF contribution of the workers along with Employer share.
It is statutory obligation for the contractor to deduct EPF contribution for the employee drawing wages up to Rs.15000/- per month. The rate of deduction i.e. 12% on the minimum wages fixed of the labour by the Govt. or actual wages drawing (i.e. basic pay +DA +cash value of food concession +leave encashment) and deposit the same with his share @ 12% (8.33 % in pension fund and 3.67% in employees contribution) and deposited the same with the EPF Department with 1.61% administrative charges in their allotted EPF Code up to 15th of due month failing which interest and damages will be charged., Copy of the deposit challan along with ECR for 25.61% as mentioned above shall be submitted along with running bills in the office of officer in charge of the work by the contractor. It is responsibility of the contractor to make the inspection of record of deposit of EPF contribution of their labour from the EPF Department and copy of the same will be submitted to the officer incharge of work / Accounts Branch/CLWO and only after that the security of the firm will be released.
The contractors having out of state EPF Code will also get their record inspected from Local EPF office (Panipat).
- 7) Deposit of ESI Contribution of the workers along with Employer share.
It is statutory requirement for the contractor under ESI Act 1948 that the workers drawing gross wages up to Rs.15000/- , 1.75% contribution is deducted from the wages of such worker and deposit along with Employer share of 4.75% i.e. total 6.5% with the authorized bank/ branches of ESI Department by the contractor to cover their workers under ESI Scheme up to 21st of due month, otherwise, interest and damage will be charged on deposit of delayed payment. The contractors will get their ESI Code.
It is also responsibility of the contractor to get the facilities as provided under ESI scheme, extended to their workers viz. issuance of ESI Cards, filing the Returns on prescribed Form-6 on due dates i.e. 12 May, 11 November, every year in local ESI office, otherwise he will be prosecuted by the ESI Department as provided in the ibid Act. In case of non-issuance of ESI Cards, the workers, will not get the medical facilities / pension benefits to the widow

which are provided by the ESI Department and contractors will be responsible for consequences.

- 8) Deposit of Labour Welfare Fund along with Employer share.
In pursuance of Haryana Govt. Labour Department Gazette Notification dated 12th April, 2012 with latest amendment, the contractors are required to deduct Labour Welfare Fund @ Rs10/- from each worker and deposit the same with Employer's share @ Rs.20/- per worker (total Rs.30/- each worker) with the Welfare Commissioner, Haryana, Chandigarh in shape of Demand Draft in their favour along with list of workers for whom the same is being deposited. The copy of proof in this respect shall be submitted along with bills to officer-in-charge/ Account Branch.
- 9) 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. The contractor will submit the copy of EPF Challan along with ECR and ESI Challan along with its contribution details at the time of 90% payment to CLWO. The EPF contributions will be deposited by the contractor in his own EPF code no.
- 10) **INSURANCE OF WORKERS**
The contractor will be solely responsible for any liability for his workers in respect of any accident, injury arising out and in course of contractor's employment. To meet his aforesaid obligation under the workmen Compensation Act, the contractor will obtain cover note from the Insurance Company under W.C. Policy in respect of persons employed by him for carrying out his work and obligation under the agreement. The premium payable for the aforesaid Insurance Policy shall be borne by the contractor. The contractor shall ensure that the said Insurance Policy of this insurance cover is required to be submitted by the contractor to Engineer-in-charge of work/CLWO immediately after issue of LOI, but before the start of work. Payment against the work done will not be released to the contractor until and unless the contractor submits photocopy of Insurance cover. This is mandatory for all the contractor's workers who are not covered under ESI, while working in PTPS premises.
- 11) The labour clearance certificate from CLWO, PTPS, Panipat is to be attached along with the bill, if applicable.
- 12) i) Firm has to certify itself for its eligibility with supporting documents to participate in the NIT stating that it is not under any default towards compliances under any of the labour laws presently however in case at a later stage such certification found wrong then it will lead to misrepresentation of the facts and the firm shall be treated as blacklisted on this ground and action shall be taken as per regulation 36 & 37 of the HPGCL works & Purchase Regulations.2015.”
- ii) Payment shall be released by the DDO's through RTGS/NEFT , in the Escrow account of the contractor which shall be used by the contractor for payment of wages to the workers in their Saving accounts and other statutory obligation like EPS/ESI etc. For payment through RTGS/NEFT, the contractor will open the requisite Escrow account by a tripartite agreement

with HPGCL and State Bank of India within 7 days of issue of the works order and will intimate the complete bank details viz. Name of Bank/ Branch Account number, type of account IFSC code etc. to Sr. Account Officer/Accounts Officer no payment to the contractor shall be released other than in Escrow account opened for the purpose.

**Executive Engineer/IT,
For Chief Engineer/PTPS
HPGCL, Panipat.**

12. Acceptance Certificate

I _____ (FullName)
_____ (Designation)
of _____
_____ (Name of the Company)

here by accept all the terms and conditions given on page No. 4 to 37 of the tender document(**NIT no. XX/PTP/MTP-II-226, VOL-VI/2024-26 dated XX.XX.2024**)

Signature & Stamp of Bidder

Name & Designation of Authorized Bid Signatory _____

13. PERFORMA OF CONTRACT AGREEMENT TO BE EXECUTED BY THE SERVICE PROVIDER

This contract agreement entered in to this _____ day of the month of _____, 2024 between Haryana Power Generation Corporation Ltd., a body corporate constituted under the Indian Company Act, 1956 herein after called Corporation which terms shall include all its heirs and successors _____ on the one hand and M/s _____ . The contractor which terms shall include all its heirs and successors on the other hand.

Whereas a contract for _____ at PTPS, Panipat for the work of _____ as officially described in tender documents issued against NIT no . _____ dated _____ and concluded by the issue of Work Order no. _____ dated _____ appended hereto between Corporation & Contractor. Whereas Contractor further agree to abide by all labour laws, rules and regulations which may be enforced from time to time. Whereas the contractor also agree to absolve the Corporation from all risks & responsibilities towards the labour engaged by the contractor during execution of the above said work.

The contractor will comply with all the provisions of the relevant labour laws/Acts and the rules /regulations framed there under. In the event of Panipat Thermal Power Station, Panipat being obliged to pay the compensation, the contractor will indemnify the Corporation. The labour regulation shall be treated as part of the contract. Any break of labour laws/regulation shall be treated as breach of the contract.

Here PTPS, Panipat and the contractor have agreed to execute an agreement.

Now this deed witness and parties hereto hereby mutually agree as above.

In witness thereof, the contractor & HPGCL hereto set their hands as under.

Signature of the contractor

Signature & designation

In presence of witness

and on behalf of HPGCL in presence of witness

Witness

Witness

1.

1.

2.

2.

14. MPLS-VPN SERVICE PROVIDER AUTHORISATION FORM

Ref No:

Date:

To
Chief Engineer/PTPS
HPGCL, Panipat.

Dear Sir,

Sub: Tender No. **NIT no. XX/PTP/MTP-II-226, VOL-VI/2024-26 dated XX.XX.2024)**

We.....who are established and reputable MPLS-VPN Service Provider of Having HO atand.....do hereby authorize

M/s.....

..... (Name and address of bidders) is authorized to submit a bid and sign the contract with you against the above Tender No.....dated..... We hereby extend our full guarantee and warranty as per the clauses of contract based on the terms and conditions of the Tender for the goods and services offered by the above firm against this Tender.

M/s.....

..... (Name and address of bidders) is our
_____ Status of The Bidder.

Yours faithfully,

For (Name of the MPLS-VPN Service Provider)

Note: This letter of authority should be on the letter head of the MPLS-VPN Service Provider / ISP and should be signed by a person competent and having the power of attorney to bind the Bidder. It should be included by the bidder in its technical bid. In the absence of this letter Bids are liable to be rejected.

15. STATEMENTS OF BIDDERS/ TECHNICAL BID FORM

NIT Ref No: XX/PTP/MTP-II-226, VOL-VI

Dated:XX.XX.2024

Description of the works: Supply & Implementation of MPLS-VPN Connectivity.

Section-1

Bidder should meet/comply the following technical specifications failing which the bidder will be rejected and its financial bid will not be opened:

1	Name of The Bidder (Company Name)	
2	Address of Corporate Office	
3	Address of Dealing Branch Office	
4	Telephone No	
5	Fax No.	
6	Contact Person for the Project With Telephone No, Email	
7	Type of Business	
8	Year of incorporation	
9	NLD/UL License No & Validity	
10	PAN	
11	TAN	
12	GST NO	
13	Bank Details (attached signed cancelled cheque)	
14	Bank Name & Address	
15	Bank Account Number	
16	Bank Branch Code	
17	IFSC Code of Branch	
18	Nature of account (current/saving/OD/CC)	
19	Closest field offices to HPGCL H.O. and Power stations	List to be enclosed
20	Does your company have an existing relationship with HPGCL? Describe the nature and extent of this relationship.	

21	Name of Important clients / firms using the services			List to be enclosed
22	Compliance regarding meeting eligibility criteria and relevant documents			Please attach all relative documents and compliance.
24	Detail of major orders executed			Please attach a separate list
	Name of Organization	Period	Reference of Contract	Order Value of Contract
28	Number of Support Centre in India & Delhi NCR			Please attach the list
29	Escalation Matrix of After Installation Support			Please attach the list

Section-2:

- **Solution Architecture:** Please provide high-level solution architecture diagram for HPGCL highlighting the different technical components.
- Please describe high-level features and functionality of each of the components with relevance to HPGCL's requirements.
- Please highlight the benefits of your solution. (Please restrict your response to 2 pages.)

Signature of Authorized Signatory: _____

Name and Title Of Authorized Signatory: _____

Name of Firm/Company: _____

Address of Communication: _____

Telephone No. (Office): _____

Mobile No.: _____

Fax: _____

16. TECHNICAL BID CHECK LIST FORMAT

Sr. No.	Technical Specification	Bidder Response (Yes or No)
1	Tender cost with e-service fee @ Rs. 2,360/-	
2	Earnest Money Deposit (EMD) Rs. 11,200/-	
3	Proof of PAN No.	
4	Proof of GST Registration No.	
5	Proof of NLD/UL License/ Registration No.	
6	Documentary proof of OEM/ OES / registered vendor of HPGCL for the specific category (Annexure-IV) OR	
7	Copy of work order(s), of similar type of works along with its successful completion certificate in the past 07 years reckoned from 30.09.2024 directly placed on them from HPGCL/NTPC/any State Electricity Board/any Public Sector Unit/Central Govt. /State Govt./Semi Govt. or in any Thermal Power Plant having minimum work order of value as under:- i. Single order of value not less than Rs. 4.45 Lacs or ii. Two orders of the value not less than Rs. 2.78 Lacs each or iii. Three orders of the value not less than Rs. 2.22 Lacs each	
8	Copy of the repeat work order, for similar of works from the same organization, in case of non-supply of successful completion certificate against work order as mentioned above.	
9	Proof of MPLS-VPN Mesh network service between minimum 3 locations of a single customer in India. Minimum bandwidth provided to at least one of the locations must be 10 Mbps and that of the others should be at least 3 Mbps	
10	Certificate that firm has not been black listed by any party/ organization during the last three years.	
11	Statement of Bidder duly filled in as per given format	
12	Acceptance Certificate of all terms & conditions of tender duly signed	
13	Authority letter in the name of the Authorized Person who has signed the Tender Document / Price Bid on behalf of the Contractor / Company.	

17. SCHEDULE OF REQUIREMENT AND PRICE BID

1. The financial Bid must take into account the tax liability & cost of insurances if any and any other statutory payouts as per the standard guidelines.
2. The Bids should only be submitted online on <https://etenders.hry.nic.in>.
3. The tender will be awarded to L1 bidder in Financial Bid. The Price Bid of the bidders short-listed on the basis of eligibility criteria evaluated by the Technical Committee will only be opened. The final selection of Lowest tenderer (L1) bidder will be decided on 2 Year Total Cost of Ownership of the MPLS-VPN service Solution, inclusive of all.

Note:- The installation charges (including all the required hardware) shall be borne by the bidders themselves.

The Price Bid format:

IMPORTANT:

(TO BE FILLED IN ONLINE ONLY)

Sl. No	Address of HPGCL Station/Office	Required Bandwidth in Mbps	Proposed Mode of Connectivity by bidder	Proposed Type of Connectivity by bidder	Two year Reoccurring Bandwidth Charges	Rate of GST (in %)
1.	Corporate Office, Panchkula	15	OFC/Wireline /Wireless	Mesh/Any to any	To Be Filled Online	To Be Filled Online
2.	Panipat Thermal Power Station (PTPS), Panipat.	9	OFC/Wireline /Wireless	Mesh/Any to any	To Be Filled Online	To Be Filled Online
3.	Deen Bandhu Chhotu Ram Thermal Power Project (DCRTPP), Yamuna Nagar.	3	OFC/Wireline /Wireless	Mesh/Any to any	To Be Filled Online	To Be Filled Online
4.	Rajiv Gandhi Thermal Power Project(RGTPP), Khedar, Hisar	3	OFC/Wireline /Wireless	Mesh/Any to any	To Be Filled Online	To Be Filled Online