



HARYANA POWER GENERATION CORPORATION LIMITED

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

Corporate Identity Number: U45207HR1997SGC033517

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

Website: www.hpgcl.org.in E-mail Id: cefuel@hpgcl.org.in

xenfuel2.pkl@ hpgcl.org.in

Telephone/ Fax No. 0172-5022431/ 5022441

e-NIT No: 23 /HPGCL/CE/Fuel-315

Dated: 31.03.2022

Short Term e-TENDER

For

Engagement of Agency for Lifting of 2.00 Lac MT Coal (Road-cum-Rail mode) from Northern Coalfields Limited, Singrauli (Jayant, Dudhichua & Khadia mines), Handling and Transportation of the same to Railway Goodshed sidings and Loading in the Railway Rakes for dispatch to RGTPP Khedar, Hisar (PMRG).



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ONLINE Short Term NOTICE INVITING TENDER

HPGCL intends to engage Transporting & Handling Agency for lifting of 2.00 Lac MT Coal from Northern Coalfields Limited, Singrauli (Jayant, Dudhichua & Khadia projects/ mines), Handling and Transportation of the same to Railway Goodshed sidings and Loading in the Railway Rakes for dispatch to RGTPP Khedar, Hisar (PMRG) having eligibility as per Pre-Qualifying Requirement of the e-tender.

E-tenders / online bids are invited in two parts by the office of CE/Fuel, HPGCL, Panchkula as per details given below:-

Tender Enquiry No.	e-NIT No. 23/HPGCL/CE/Fuel-315 dated 31.03.2022
Description of Work	Engagement of Transporting & Handling Agency for Lifting of 2.00 Lac MT Coal (Road-cum-Rail mode) from NCL (Jayant, Dudhichua & Khadia projects/ mines), Handling and Transportation of the same to Railway Goodshed sidings and Loading in the Railway Rakes for dispatch to RGTPP Khedar, Hisar (PMRG)
Start date and time of tender downloading	31.03.2022 at 18:00 Hours
Last date & time for submission of tender	07.04.2022 upto 13:00 Hours
Due date & time of opening of Techno-Commercial Bid / Part-I tender	08.04.2022 at 11:00 Hours
Estimated Cost	Rs. 12.0 Crore
Tender Fee (Non refundable)	Rs 3360/- (including GST)
e-service Fees (Non refundable)	Rs 1180/- (including GST)
Earnest Money Deposit	Rs. 50.00 Lakhs
Instructions to Bidders for Online Electronic Tendering System	As per Annexure-1 (Page No. 4 to 7)
Instructions to Bidders	As per Annexure-2 (Page No. 8 to 12)
Pre Qualifying Requirements	As per Annexure-3 (Page No. 13 to 15)
General Information	As per Annexure-4 (Page No. 16 to 17)
Scope of Work	As per Annexure-5 (Page No. 18 to 26)
General Terms & Conditions	As per Annexure-6 (Page No. 27 to 31)
Statement of Bidders	As per Annexure-7 (Page No. 32)
No Deviation Certificate	As per Annexure-8 (Page No. 33)
Power of Attorney	As per Annexure-9 (Page No. 34)
General Checklist for Bidders	As per Annexure-10 (Page No. 35)
Format of Performance Bank Guarantee	As per Annexure-11 (Page No. 36)
Format of Contract Agreement	As per Annexure-12 (Page No. 37)
Format of Irrevocable Undertaking	As per Annexure-13 (Page No. 38)
Price Bid	As per Annexure-14 (Page No. 39 to 40)

Chief Engineer/Fuel
HPGCL, Panchkula

Techno-Commercial (Part-I) of e-Tender

ANNEXURE-1

INFORMATION REGARDING ONLINE PAYMENT OF TENDER DOCUMENT, E- SERVICE & EMD FEE AND BID SUBMISSION

INSTRUCTIONS TO BIDDERS ON ELECTRONIC TENDERING SYSTEM**Information Regarding Online Payment of Tender Document Fee, e-Service Fee & EMD.**

Bidders can download tender documents from the portal: <https://etenders.hry.nic.in>.

Bidders shall have to pay Tender document fee, e-Service fee and EMD online by using the service of secure electronic payment gateway. The secure electronic payment gateway is an online interface between bidders / contractors and online payment authorization networks. Payment for Tender Document Fee and e-Service Fee can be made by bidders / contractors online directly through **Debit Cards / Internet Banking Accounts / any other authorized online mode** and payment for **EMD** can be made online directly through **RTGS / NEFT/ any other authorized mode on the online portal**.

NOTE: If tender is cancelled or recalled on any ground, the tender document fee & e-service fee will not be refunded to the bidders.

Bidders can submit their tender documents (online) as per the following key dates:-

Key Dates

Sr. No.	Department Stage	Tenderer's Stage	Start date and time	Expiry date and time
1	-----	Downloading of Tender Documents, Bid Preparation & Submission	31.03.2022 from 18:00 Hrs	07.04.2022 upto 13:00 Hrs
2	Technical Opening (Part-I)	---	08.04.2022 at 11:00 Hrs	-----
3	Short listing / Qualifying Technical Bids & Opening of Price Bids	---	Will be intimated to the firms through e-mail / letter.	

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 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 or may obtain information and application format and documents required for the issue of digital certificate from <https://etenders.hry.nic.in>. **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 'Information about DSC'.**
- 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 fee 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 <https://etenders.hry.nic.in>, the user machine must be installed with the required software like Mozilla firebox, Java etc. The link for downloading latest java applet is available on the Home page of the e- Java or 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.

8. Bid Preparation (Technical & Financial) Online/offline Payment of Tender Document Fee, eService fee, EMD 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. Payment for Tender Document Fee and eService Fee can be made by bidders / contractors online directly through Debit Cards/Internet Banking Accounts/any other authorized mode and payment for EMD can be made online directly through RTGS / NEFT / any other authorized mode on the online portal.

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

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

The bidders shall quote the prices in price bid format.

- 8.3** 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/her bid will be considered as bid not submitted, and hence will 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>. 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 'Information about DSC'.
- (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 'Help to Contractor'.
- (D) For any technical related queries please call at 24 x 7 Help Desk Number given on the 'Home Page' of the e-Procurement website at <https://etenders.hry.nic.in> and click on the available link 'Contact Us'.

Chief Engineer/Fuel
HPGCL, Panchkula

ANNEXURE-2

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1. Please visit HPGCL website www.hpgcl.org.in and <https://etenders.hry.nic.in> for NIT details.
2. Bidders are instructed to submit their bids online only on Haryana e-portal website (<https://etenders.hry.nic.in>).
3. 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.
4. Tender received through Telefax / email or in physical form shall not be considered.
5. In case, date specified for opening of tender, happens to be a public holiday, then next working day shall be considered automatically for the same.
6. All the costs and expenses incidental to the preparation of tender, discussions, conferences, if any, shall be borne by the tenderers and HPGCL shall bear no liability whatsoever on such costs and expenses.
7. After opening of Part-I bids, the Tender Evaluation Committee as constituted by HPGCL shall examine the documents / credentials submitted by the bidders against prequalifying requirements / eligibility conditions of tender. Bidders shall be informed about their respective deficiencies / shortcomings, if any, and shall be given an opportunity to submit their requisite deficient documents for better competition. Price Bid (Part-II) of only those bidders shall be considered for opening, whose credentials for eligibility / qualifying criteria are found to be in order by the committee. The decision of Tender Evaluation Committee shall be final and binding on the bidders.
8. Negotiations, if required would be held by competent authority of HPGCL with reference to Haryana Govt. O/o no. 2/2/2010-4-IB-II dated 16.06.2014. Price negotiation could be held up to L₃ bidder, if the difference between L₁ quoted rate and those quoted by L₂ & L₃ is within 5% of the L₁ quoted rate. In case where the L₁ bidder refuses to further reduce his offered price and the L₂ or L₃ bidders come forward to offer a price which is better than the price offered by L₁ bidder, the bidder whose price is accepted becomes the L₁ bidder. However, in such a situation, the original L₁ bidder may be given one more opportunity to improve upon the discovered price. In case, the original L₁ bidder further improves upon the price discovered during the negotiations, he would be treated as the L₁ bidder.
9. **How to Quote Rates (Schedule of Rates):** The bidders are required to quote their rate online only as per Price Bid format (Part-II) of this tender. Variation or enhancement in quoted prices due to escalation or for any other reason throughout the period of contract shall not be permissible, except for GST which is to be levied by Govt. of India / State Govt. GST will be paid extra provided that the firm has quoted the present rate in Price Bid Format.
10. HPGCL reserves the right to reject any or all bids without assigning any reason.
11. **Definitions:**
 - i. The term HPGCL wherever appearing in this tender document would mean Haryana Power Generation Corporation Limited and shall include the persons authorized to place an order under this NIT.
 - ii. The term PTPS wherever appearing in this tender document would mean Panipat Thermal Power Station, Panipat.
 - iii. The term DCRTTPP wherever appearing in this tender document would mean Deen Bandhu Chhotu Ram Thermal Power Plant, Yamuna Nagar.
 - iv. The term RGTPP wherever appearing in this tender document would mean Rajiv Gandhi Thermal Power Plant, Khedar, Hisar.
 - v. The term TPS wherever appearing in this tender document would mean Thermal Power Station.
 - vi. EMD : Earnest Money Deposit

- vii. The term Contracting Agency/Agency/Contractor wherever appearing in this tender document would mean Agency i.e. Sole Bidder on whom order is placed.
- viii. 'Bidder' means a firm that has submitted a bid.

12. **Preparation of Tender**

- 12.1 Before submission of the tender, the bidders are requested to make themselves fully conversant with the technical specifications, nature of work, site conditions, general conditions of contract etc. so that no ambiguity arises at a later date in this respect. They may visit the site for acquaintance of actual working conditions and the nature of work.
- 12.2 Only such firms will be authorized to participate in tender who would qualify the pre-qualification clause of tender and submit the documentary proofs as set by HPGCL.
- 12.3 Chief Engineer/ Fuel, HPGCL, Panchkula reserves the right to revise or amend the Terms and Conditions of bid documents prior to the date notified for opening of the tenders and also to postpone the date for submission and opening of tender without assigning any reason/s.
- 12.4 Bidders are requested to adhere to all clauses of the NIT and terms & conditions to facilitate finalization of the contract. Any clarification with regard to the specifications can be sought by the bidders before submission of their tenders. No correspondence on this account will be entertained once the tender / bid is submitted by the bidder.
- 12.5 Tender documents are not transferable.
- 12.6 Not more than one tender for the work will be submitted by any firm.
- 12.7 Tenders submitted for part work shall not be entertained.
- 12.8 Tender shall be submitted online only in prescribed format and shall be considered completely as part of the contract document in case of successful bidder. The bidder will sign each & every page of the tender documents before uploading the same.
- 12.9 Bid of a firm, not in conformity with any clause of scope of work / terms & conditions / remuneration / penalties etc. of tender, is liable for rejection.

13. **Earnest Money Deposit (EMD):** - Amount of EMD of Rs. 50.0 Lakhs is to be deposited through RTGS/NEFT/any other authorized mode on the online portal as per conditions in the bidding document.

- 13.1 In case of unsuccessful bidder, the earnest money will be refunded only after issuance of work order on the successful bidder(s). In case of successful bidder, the amount of earnest money deposited will be converted into security deposit.
- 13.2 Request for adjustment / appropriation of earnest money / other deposits, if any, already lying with HPGCL in connection with some other tenders / orders / works shall not be entertained.
- 13.3 No interest shall be payable on earnest money deposits (EMD).
- 13.4 If the bidder withdraws his tender / denies the execution of work at any stage during the currency of the bid validity period / contract period, his earnest money / security deposit shall stand forfeited in full.
- 13.5 Every bidder, while submitting tender, shall be required to submit online the Earnest Money Deposit specified in the NIT through RTGS / NEFT / any other online mode as per instructions contained under title "Information regarding online payment of tender document fee, e-service fee and EMD". The proof of Earnest Money Deposit shall necessarily accompany with online tender, without which the tender shall be rejected forthwith.
- 13.6 The following will be exempted from depositing the earnest money: -
 - 13.6.1 Central / Haryana State Government agencies applying in response to the tender. Provided further that the provision of this regulation may not apply to a

Public Sector Undertaking of the Central / Haryana State Government with whom separate terms regarding Security Deposit, if any, may be negotiated /provided for.

13.6.2 Firms borne on D.G.S.&D / DS&D Haryana rate contracts. The exemption shall be for the specified items which are available on DGS&D / DS&D rate contract.

13.6.3 Firms registered with the Director of Industries, Haryana or registered with National Small Industries Corporation, Govt. of India. The exemption shall be for the specified items which are available on Director of Industries, Haryana / National Small Industries Corporation rate contract.

13.6.4 Firms borne on the HPGCL's approved list of suppliers which may have made a permanent earnest money deposit of Rs.10.00 Lakh for quoting at the respective project / office of HPGCL or Rs. 20.00 lakh for quoting anywhere in the HPGCL, if they quote the registration number given by the respective project / office of HPGCL in their tender papers.

14. **General**

14.01 The bidder shall keep the details of specifications / bid documents as confidential and they shall not be reproduced anywhere without the written authorization of HPGCL.

14.02 Direct or indirect canvassing on the part of the bidder or their representative will lead to disqualification from participation in the tender.

14.03 The offer of bidder to HPGCL shall be deemed to constitute an agreement between the bidder and HPGCL, whereby each tender shall remain open for acceptance by HPGCL. The bidder shall agree for neither to withdraw his offer nor to impair or derogate the same. If bidder is notified during the period of validity of tender that his tender has been accepted by HPGCL, he shall be bound by the terms of agreement constituted by his tender and such acceptance thereof by HPGCL shall be a Part of formal contract even if it is signed later by firm and HPGCL or agreement is replaced by HPGCL.

14.04 Bidder must not have any conflict of interest with HPGCL and the bidder must disclose in its bid the list of works being executed with HPGCL at present. Accordingly, HPGCL shall reserve the right to reduce the existing or proposed scope of work of the bidder.

15. **Cartel Formation:** - Cartel formation is against the basic principle of competitive bidding and defeats the very purpose of open and competitive tendering system. Such practices shall be severely discouraged and dealt with stern action which includes suitable administrative action, like rejecting the offers, reporting the matter to appropriate authority to take suitable actions against such firms.

16. **Validity of Tender:** - The validity of tender shall be **120 days** from the date of opening of Part-I i.e. 'Techno-Commercial Bid'.

17. **Deviations:** - No deviation on the specifications, terms & conditions of bid, scope of work, remuneration & penalties etc. of tender shall be accepted. Once bidder submits the tender online, it is presumed that all the terms & conditions are accepted. No Deviation Certificate must be attached with the bid as per format mentioned at **Annexure-8** of the bid documents.

18. **Corrupt or fraudulent practices**

HPGCL requires that Bidders should observe highest standard of ethics during the execution of contract and that the Bidders / Contractors do not indulge in corrupt or fraudulent practices. In pursuance of this policy, HPGCL defines for the purposes of this provision, the terms corrupt practice and fraudulent practice as follows:

- i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the HPGCL, and includes collusive practice among bidders (prior to or after tender submission) designed to establish tender prices at artificial, non-competitive levels and to deprive HPGCL of the benefits of free and open competition.

- iii. HPGCL will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
 - iv. HPGCL will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a HPGCL contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a HPGCL contract.
19. 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.
20. The detail of contact persons are as under:-
- Sh. Prem Kumar, Executive Engineer/Fuel-II, Mobile: 9316083453, email: xenfuel2.pkl@hpgcl.org.in
- Sh. M.K. Aggarwal, Chief Engineer/Fuel, Mobile: 9355084446, email: cefuel@hpgcl.org.in.

Chief Engineer/Fuel
HPGCL, Panchkula

ANNEXURE-3

PRE QUALIFYING REQUIREMENTS (PQRs) / ELIGIBILITY CONDITIONS FOR THE BIDDERS

PRE QUALIFYING REQUIREMENTS (PQRS) / ELIGIBILITY CONDITIONS FOR THE BIDDERS

The prospective bidder should be a single bidder or a Company/ Partnership Firm. To qualify, bidder should have the following minimum qualifying requirements-

A. Technical Qualification:

- i. **(A)** The bidder should have successfully executed the work of coal transportation through Road Cum Rail Mode from any of the CIL Subsidiaries i.e. work of lifting of coal and transportation of coal by road from mines with experience in liasioning with Railways/CIL Subsidiaries i.e. arranging rakes, dispatches of coal from any Railway Sidings by loading of coal into railway wagons through own arrangement with monitoring the movement of rakes upto the destination Power Plant.
- (B)** The bidder should have executed such work as above for any State Owned Power Generating Companies/NTPC/Other PSU/Reputed Power Plants/Steel Plants/Cement Plants etc. for a minimum quantity of 2 Lakh MT from any of the CIL Subsidiaries in a particular Financial/Calendar Year during the last 3 years ending with 31.03.2022.

Note:a) Credentials of washery operators/Coal Traders/coal consumers will not be accepted in the present work. It may be further noted that the bids of those bidders will be summarily rejected if such bidder is found to be directly involved in the business of coal trading/washery operations. The bidders have to furnish an irrevocable undertaking to this effect in the prescribed format with the bid. The format of undertaking is attached as **Annexure-13.**

- b) Bidders shall not be allowed to participate in the NIT by forming a Joint Venture/ Consortium.
- ii. The work execution certificate or certified bill copies together with the work order may be submitted towards the above requirements with Technical Bid (Part-I).

B. Financial Qualification:

- i) Average annual turnover of the bidder for the last three financial year (ending March'22) shall not be less than 36 Crore.
- ii) The net worth for the last financial year ending on March'22 shall be at least 42 Crore.
 1. Documentary proofs of turnover i.e. Audited balance sheets should be enclosed with Technical Bid (Part-I).
 2. The bidder shall submit certificate regarding Net Worth from a practicing Chartered Accountant.
 3. In case where audited results for the financial year is not available, certification of financial statement of bidder from a practicing Chartered Accountant or provisional balance sheet duly signed by Chartered Accountant shall be submitted. The turnover of any sister concern shall not be considered.
 4. Rounding Off: Figures regarding qualifying criteria i.e. experience and turnover, shall not be rounded off to nearest higher figure to make it absolute.

Notes:- The bidder should submit authentic supporting documents for proving its credentials against above stipulated qualifying requirement clause of tender. Original documents may be asked for verification at any time before / after finalizing of tender.

C. NON BLACKLISTING CERTIFICATE: The bidder should certify that it has not been blacklisted by any organization presently. However in case such certification is found wrong at a later stage, then it will be construed as misrepresentation of facts and the bidder shall be liable for blacklisting and other penal actions.

D. EARNEST MONEY DEPOSIT: The bids in the absence of requisite earnest money deposit or without valid documentary proof for exemption of earnest money are liable for rejection.

E. GST DOCUMENTS & UNDERTAKING:

All Prospective bidders to submit copy of Registration Certificate under GST Act.

The following undertakings (on the letter head of the bidder) to be made part of mandatory documents to be submitted by all bidders:-

- 1.1. GST registration is valid as on date.
- 1.2. No default has ever been made by bidder in filing the various GST returns and deposit of GST dues with the department.
- 1.3. Bidders having multiple registrations under GST will submit undertaking for each & every GST number. A default under a GST number even if the GST number pertains to some other state, will make the bidder ineligible to participate in tender.
The successful bidder will also submit the following undertakings in addition to above immediately after issue of work order and with submission of each & every bill unless mentioned otherwise:-
- 1.4. Undertakings mentioned at 1.1, 1.2 and 1.3.
- 1.5. A CA certificate regarding validity of GST registration will be submitted every six months during the tenure of the contract.
- 1.6. Bidder will submit copies of GSTRI and GSTR 3B/challans as evidence to deposit of GST with certification that GST collected from HPGCL, to be specified in exact ruppes, 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.
- 1.7. Bidder will inform immediately the HPGCL about initiation of any proceeding (if any) against him under the GST laws which may result in suspension or cancellation of GST number of bidder.
- 1.8. Undertaking to indemnify the HPGCL in case of any financial implication on HPGCL due to non compliance of prescribed obligation under the GST Law on part of the supplier / bidder.

A. **DISQUALIFICATION OF THE BIDDER:-**

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 as proof of the qualification requirements.

Notwithstanding anything stated above, HPGCL 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 HPGCL. In this regard the decision of HPGCL will be final.

B. **EVALUATION CRITERIA OF BIDS:**

The Price Bids shall be evaluated based on overall lowest rates quoted by the bidder for all the mines inclusive of all taxes & duties and Goods & Service tax. However, the present applicable rate of Goods & Service Tax (GST) shall be quoted separately in the Price Bid.

The bidder shall quote the rates in the Price Bid only.

The rates shall remain fixed and binding on the Bidder and shall not be subject to any increase for any reason whatsoever during the term of the Contract until the entire allocated Coal quantity is received at the HPGCL Thermal Power Plant.

However, statutory variations (increase or decrease) on account of the change in statutory taxes & duties, introduction of any new tax, withdrawal, or modification of any tax shall be passed through during the period of Contract. Documentary evidence shall be required from the Bidder for the same.

Chief Engineer/Fuel
HPGCL, Panchkula

ANNEXURE-4

GENERAL INFORMATION

GENERAL INFORMATION

2. HPGCL has three Thermal Power Plants with detailed capacity and connected railway siding as under:-

Name of HPGCL Station	Generation Capacity of Station (MW)	Nearest Railway Station to Power Plant
PTPS, Panipat	710 (1x210 + 2x250)	Panipat Jn. (Northern Railway)
DCRTPP, Yamuna Nagar	600 (2x300)	Kalanaur (Northern Railway)
RGTPP, Hisar	1200 (2x600)	Barwala (Northern Railway)
HPGCL as a whole	2510	

3. RGTPP has annual linkage of 15.0 Lac MT with Northern Coalfields Limited (NCL) against the Fuel Supply Agreement (FSA) signed between the parties.
4. NCL has offered 2.00 Lac MT coal for RGTPP through Road-cum-Rail (RCR) mode from mines of NCL which shall be taken under FSA. All provisions of FSA and Tripartite Agreement for Sampling & Analysis and Tripartite Agreement for Railway Freight will be applicable.
5. The detail of mines/projects offered by NCL from where coal is to be lifted/ dispatched is as under:-

Name of TPS	Mine of NCL	Quantity in MT	Grade/Size	Mode
RGTPP Hisar	Jayant	50000	G-10 / -250mm	Road / RCR
	Dudhichua	75000	G-11 / -250mm	
	Khadia	75000	G-8/ -250mm	

6. NCL does not allow coal lifted through RCR mode to be taken through its own sidings. The detail of nearest Goodshed sidings are as under:-

Mine of NCL	Quantity in MT (Grade/Size)	Nearest Goodshed Siding
Jayant	50000 (G-10 / -250mm)	ECR: Mahdeiya WCR: Gondwali & Bargawan
Dudhichua	75000 (G-11 / -250mm)	ECR: Mahdeiya WCR: Gondwali & Bargawan
Khadia	75000 (G-8/ -250mm)	ECR: Krishnashila

7. In case of emergent requirement of coal at other Thermal Power Stations of HPGCL i.e. PTPS, Panipat & DCRTPP, YamunaNagar, HPGCL reserves the right to get it dispatched to the desired Thermal Power Stations after completing all formalities with NCL/Railways. Therefore, the contracting agency shall have no objection in this regard and will complete all formalities without any additional cost.

Chief Engineer/Fuel,
HPGCL, Panchkula.

ANNEXURE-5

Scope of Work

SCOPE OF WORK

1. The detail of mines/projects & quantity of coal offered by NCL from where coal is to be lifted/ dispatched is as under:-

Name of TPS	Mine of NCL	Quantity in MT	Offered/ Declared Grade/Size	Mode
RGTPP Hisar	Jayant	50000	G-10 / -250mm	Road / RCR
	Dudhichua	75000	G-11 /-250mm	
	Khadia	75000	G-8/ -250mm	

2. After issuance of LOA, the successful bidder/ contractor/ contracting agency shall initiate the activities like preparation of stockyard at Goodshed sidings, logistic arrangements and allied equipment, follow up with NCL/ Railways/ CIMFR etc. RGTPP Khedar, Hisar (PMRG) has already tripartite agreement with Railways (ECR) and railway freight is being paid through e-facility. However, necessary formalities for dispatch of coal from WCR sidings (Gondwali /GNDI & Bargawan/ BRRB) will be completed in due course of time for which contractor will coordinate and extend assistance.
3. The contracting agency/Contractor shall provide an unconditional irrevocable Performance Bank Guarantee amounting to Rs. 5.00 Crore from any of the scheduled nationalized bank (on the prescribed format attached with tender document) within 7 days from the date of issue of LOA/ Work order, whichever is earlier. On receipt of valid Bank Guarantee, HPGCL will authorize the contracting agency for lifting of coal as allotted by NCL from its mines.
4. The payment of coal quantity will be made by HPGCL to NCL as per the payment terms.
5. The contracting agency/ contractor should collect the Delivery Order (DO)/ Release Order (RO) from NCL and submit the same to concerned area including all documentation required for permission for vehicle, man & machine etc. The agency shall be responsible for all Liaisoning, supervision and coordination for loading and transportation of coal with all concerned authorities like NCL/ CIL/ Railways/ CIMFR/ Environmental/ Pollution/ Local authorities. All responsibilities like Insurance of vehicles, equipment/ machinery and manpower engaged in the work will be on the part of the contractor.
6. The quantity allocated to the agency shall be based on Delivery/Release Order and agency has to lift entire quantity as allotted within stipulated time of respective Delivery/Release Order issued by NCL. Generally, NCL allows coal to be lifted within 45 days from the date of issue of DO/ RO, however, actual lifting period will be as mentioned in DO/ RO.
7. Essence of the contract is to arrange coal through RCR mode to meet up the urgent requirement of Thermal Power Station in the present scenario of coal shortage nationwide and HPGCL is committed to sustain the power generation for the State of Haryana. Therefore, the contractor will initiate all activities for timely execution of work i.e. to supplement the coal shortage. Therefore, the contractor shall start lifting of coal within 2-days from the date of issue of DO/ RO from respective NCL mines (Jayant, Dudhichua & Kadhia) under intimation to HPGCL subject to submission of performance bank guarantee stated as above. If due to any reason whatsoever, the contractor fails to start the lifting work, penalty @ 0.25% per day of the contract value subject to maximum amount of 5% shall be levied and deducted from the running bills.
8. The penalties on account of less/ delayed dispatch of coal against the coal quantity lifted from mines as per DO is as under:-

Time period for Dispatches	Penalty
Zero date	Third day from the date of issuance of DO/ RO by NCL
From Day-1 to Day-5	Nil penalty
From Day-6 to Day-12	0.5 % per week of the contract/ work order value
From Day-13 to Day-19	0.75 % per week of the contract/ work order value
Beyond 20 days	1.0 % per week of the contract/ work order value. The total penalty on this account will be maximum 5% contract/ work order value

Notes:

- a) In case railway rakes are not made available by the railway authorities then the date of placing the indent for railway rakes will be considered as deemed date for dispatch of Coal subject to the Contractor producing documentary proof of the same from the railway authorities.
 - b) The Contractor will ensure that there is no discrimination against HPGCL in dispatch of rakes.
 - c) This clause is not applicable in the case dispatches are regulated (delayed despatch) by HPGCL due to any reason.
 - d) No penalty for delayed dispatch shall be applicable for retaining part rake quantity against DO/ RO quantity.
9. At the end of the contract if the quantity of coal left at loading end of Goodshed Siding does not happen to be full rake quantity, NCL will be requested to allow some additional quantity to make the quantity for full rake load and the contractor will arrange for lifting & dispatch on same rates and terms & conditions.
- HPGCL as its discretion may also ask the contractor to dispatch the quantity lifted by him even if it is less than 3894 MT i.e. rake load, subject to the condition that the contractor will not be liable to pay underloading charges/ wagon load charges.
10. The agency shall be responsible for taking delivery/ lifting of coal from NCL (Jayant, Dudhichua & Khadia) mines on behalf of HPGCL as per DO/RO. The agency shall make its own arrangement for loading of coal into trucks/ dumpers/ tippers from the stockyards/ mines of NCL (Jayant, Dudhichua & Khadia) and will get the weighment done in respect of each trucks/ dumpers/ tippers from the weighbridges of NCL. The weighment receipts duly signed by concerned officials of NCL will be taken and are also required to attach with the payment bills. The agency shall transport the coal as per DO/ RO issued by NCL to the to the designated Goodshed siding mentioned in the tender for unloading in stockyard and further loading into Railway wagons for dispatch to RGTPP Khedar, Hisar (PMRG), Haryana.
- The contracting agency will stack the coal grade-wise/mine-wise separately at the stockyard of Goodshed sidings. In case, the agency dispatch the coal of two different grade/mine, then the wagon-wise detail of loaded grade/ mines will be provided to Thermal Plant (RGTPP) for maintaining the record of received quantity of coal.
11. The agency on behalf of HPGCL shall adhere to the schedule given by NCL for placement of trucks/dumpers/tippers etc for transportation of coal. The detail of quantity lifted/ transported from the designated mines will be intimated to the office of CE/RGTPP Khedar, Hisar & CE/Fuel, HPGCL, Panchkula through email at cergtpp@hpgcl.org.in, cefuel@hpgcl.org.in. However, concerned officers may ask daily data through whatsapp/ sms/ email.
12. The agency shall arrange to remove extraneous material from the wagons and clean the empty wagons placed for loading.
13. The agency shall maintain the coal dumps at the stockyard platform at the Goodshed siding with proper suppression of dust to the extent that coal should not gain weight and become extraordinary wet due to water/moisture, as required by the railway authority and to avoid environmental problems.
14. The agency is supposed to follow all environmental guidelines and will cover trucks/ tipper/ dumpers with tarpaulin during road transportation and railway rakes, if required. If any penalty imposed by concerned authority on this account, shall be borne by the agency.
15. The agency shall make necessary arrangements for continuous loading and drawing out of the wagon when loading is completed.
16. The agency shall ensure loading of wagons to the rated capacity, as per Railway regulation and leveling /trimming of the coal as well as plugging the holes in the wagons to prevent bleeding of the loaded coal.
17. The agency shall comply with all formalities as per rules and regulations in force of the Railway authorities and book the rakes to HPGCL Thermal Power Plants.

18. The payment of railway freight will be made by RGTPP directly to the railway through e-payment.
19. The agency should ensure that all the anti-pollution measures are strictly implemented to the entire satisfaction of the Railway Authorities/ Pollution Control Board, throughout the currency of the contract at his own cost.
20. The agency will be responsible for the demurrage on detention of the rakes resulting from a slower average rate of loading. Any penalty on account of rake detention at loading end shall be borne by the contractor but no penalty, on this account, at unloading end shall be levied.
21. The cost of coal supplied by NCL is decided purely on the basis of the invoices, hence to that extent the agency is responsible for follow up with NCL to dispatch the copies of the Invoices to HPGCL.
22. The agency will be responsible for supply of coal strictly as per analysis report of CIMFR to be carried at mine end on freight pre-paid basis to RGTPP (PMRG). Payment of the Railway freight shall be the responsibility of HPGCL.
23. The agency will plan to submit rail movement programme in advance for timely sanction & dispatch of coal. Placement of wagon indent with railways, arrangement/ placement of wagon, file forwarding note with railway, obtain RRs as per railway rules, indent required staff and equipment enabling facilities and the other agencies for ensuring services for the above operations.
24. The agency must liaison/follow up with various agencies such as coal company i.e. NCL, Railways regarding work relating to movement of 2.00 Lac MT coal from Loading Points to HPGCL Thermal Power Plants by Rail. The collieries/quantity may vary to any extent depending upon the requirement of HPGCL Thermal Power Plants as well as allocation by NCL.
25. The agency shall make arrangement of watch and ward for the coal stacked at the Goodshed siding and loading of the coal into railway wagons for onward movement to HPGCL Thermal Power Plants.
26. The Goodshed siding for Jayant mine is Mahdeiya (MRDA), GondWali (GNDI) & Bargawan (BRRB); The Goodshed siding for Dudhichua mine is Mahdeiya (MRDA), GondWali (GNDI) & Bargawan (BRRB); The Goodshed siding for Khadia mine is Krishnashila (KRSL). The agency shall lift the coal in trucks/ tippers/dumpers and will stack the coal in these Goodshed sidings for loading of coal into railway wagon for HPGCL TPS. Keeping in view the compelling circumstances, HPGCL reserves the right to change the Goodshed siding & quantity as per requirement for timely execution of the work.
27. The agency will maintain the record of daily weighment receipts against each delivery order mine-wise (Jayant, Dudhichua, Khadia).
28. The agency shall give report on daily basis to HPGCL TPSs. The agency shall maintain truck wise record of coal weighment dispatched from Mines end on daily basis.
29. The agency shall maintain document/stock register at mine and siding on daily basis.
30. The agency will intimate on daily basis about the quantity being lifted and transported to stockyard at Goods Shed siding. The agency will make back-to-back arrangement for dispatch of coal by making efforts with Railway, however, in case due to non-availability of rakes, HPGCL may ask the agency to stop lifting & transportation of coal to stockyard of Goods Shed Siding in view of quantity lying undispached.
31. The agency shall be responsible for dispatch of complete quantity of coal as per DO/ RO to HPGCL Thermal Power Plants within stipulated time.
32. The agency is required to intimate daily lifting of coal from NCL and 3 days advance program of loading/ dispatch of railway rakes to HPGCL.
33. The agency shall render general services such as liaison with Coal Companies and Railways and make all necessary efforts to arrange empties from railways.
34. The concerned officers of HPGCL may ask the agency to furnish any other information or maintain any other record or to pursue any matter related with the supply of coal and the

agency shall not be entitled for any extra payment/compensation /concession for such additional services.

35. The agency shall collect the Railway receipts (R.Rs) from dispatching stations and same shall be sent to the concerned TPS within 24 hours.
36. HPGCL reserves the right to witness work performed by agency at any time. The contracting agency will extend full cooperation in this regard.
37. The contractor shall ensure that no sick wagons are allotted by Railways and no freight charges for sick wagon(s)/empty wagons are charged by railways. In case of charging of freight of sick /empty wagons, Contractor shall take up the matter with Railways for refund of the same. Till that time same will be recovered from bills of the contractor and be refunded after getting credit from railways.
38. The contractor shall keep constant vigil on the rake after dispatch to avoid diversion to any Plant other than HPGCL. In case, because of the reasons beyond control or as per Railway authorities at its own, if any rake is diverted to HPGCL Thermal Plant, the quantity such received will be accounted at RGTPP for all purposes.

However, in case of diversion of rake to any other plant other than HPGCL Plant, the transportation/ handling charges will kept on hold till the coal company refund/ adjust the coal cost, thereafter the payment of transportation/ handling charges will be made. The contractor shall provide all necessary assistance for getting the generation of Super-Sessional RR (SRR) and refund of railway freight.

39. While rakes are in transit, the Contractor shall keep on updating RGTPP on movement of rake from loading siding till the rake reaches the RGTPP siding, the Contractor shall assist in identification of rake with nomenclature along with wagons as per copy of E-RR. Any missing wagon shall be reported to RGTPP at the earliest and the Contractor shall endeavor to keep close track and coordinate with Railways to deliver the missing wagon to RGTPP at the earliest. If any wagon(s)/rake(s) is/ are held enroute by Railways or any other agency for any reason, the contractor shall ensure that the rake shall reach at RGTPP within minimum possible time. The contractor shall bear the additional cost if incurred for any such delay/ stoppage.
40. Due to non-scheduling of generating units and availability of sufficient coal stock, HPGCL reserves the right to stop the quantity to be lifted from the projects/ mines of NCL. The contractor will stop the lifting of coal on receipt of information received from HPGCL immediately. However, the coal quantity already lifted and stacked in the yard maintained by the contractor at goodshed sidings will be got dispatched to RGTPP.
41. The ordered quantity can be increased upto 10% of the total quantity.
42. In case of emergent requirement of coal at other Thermal Power Stations of HPGCL i.e. PTPS, Panipat & DCRTTP, YamunaNagar, HPGCL reserves the right to get it dispatched to the desired Thermal Power Stations after completing all formalities with NCL/Railways. Therefore, the contracting agency shall have no objection in this regard and will complete all formalities without any additional cost.
43. The agency will bear the full penalty whatsoever if it is imposed by NCL on HPGCL Thermal Power Plants for less evacuation of Coal within specified period.
44. HPGCL reserves the right to recover its losses as per the contract or arising out of this contract from the proceeds of the PBG/Security if could not be recovered from the running bills of the Agency

45. **Weight Reconciliation:-**

- a. The final quantity reconciliation shall be done for the total dispatch coal and total receipt quantity at RGTPP Khedar, Hisar on individual DO/RO basis considering moisture correction, transit loss.
- b. The weight recorded at power plant shall be received weight. The excess moisture content shall be adjusted from receipt weight for individual DO/RO to arrive at adjusted weight. Maximum transit loss of 0.8% shall be allowed on adjusted weight, corresponding to DO/RO quantity and restricted to RR weight. If the difference between adjusted weight

and RR weight is found to be more than 0.80%, the value of coal found short will be deducted @ double of prevailing rate of the coal including all taxes, royalty, cess, etc. from contractor's Bill. For the purpose payment to agency adjusted weight shall be considered final.

- c. In case of outage/non availability of one of the either side Rail Weigh Bridge i.e. Power Station or Loading point, the weighment of coal recorded by IMWB of other side i.e. Power Station or Loading point, Rail Weigh Bridges shall be treated as final for all the purposes. In case of outage of both side Rail Weigh Bridges i.e. Power Station or and Loading point, weighment of coal will be considered on the basis of average weight of last 03 rakes received at TPS.
- d. Weighment of Coal rake:
 - i. The weighment of Coal rake would be carried out on the In-motion Electronic Weighbridges at the Loading and Unloading Ends.
 - ii. In case of failure or non-working of RGTPP's In-motion Electronic Weighbridges for some reason then RR weight shall be taken as final for all purpose.
 - iii. In case of failure or non-working of Railway siding In-motion Electronic Weighbridges for some reasons, then weight at RGTPP's In-motion Electronic Weighbridges shall be taken as final for all purpose.

46. Coal Sampling:

- a. Coal sampling at Loading of coal in Truck/ Dumper/ Tipper at Mines ends (Jayant, Dudhichua, Khadia) will be carried out by CSIR-CIMFR as per provisions of FSA & Tripartite Agreement signed between CIMFR, HPGCL & NCL. The analysis of the coal samples is to be carried out by CIMFR in its laboratories. The grade determination/ TM% will be based on the test reports of CIMFR. The work of sample collection & preparation will be witnessed by representative of Coal Liaisoning Agent already engaged by HPGCL. However, the contracting agency may depute its representative to witness the sampling work at Mines end. The procedure for challenging of referee sample will be as per provisions of FSA & Tripartite Agreement and the referee sample will be got tested from designated approved laboratories as per Tripartite Agreement and the results of referee sample shall be binding on both parties.

- b. The contracting agency/contractor shall ensure sampling of coal at mine end by CIMFR, for which Agency has to inform CIMFR well in advance.

- c. Coal sampling at Unloading end i.e. RGTPP Khedar, Hisar (or and PTPS, Panipat & DCRTTP, YamunaNagar) will be carried out by Third party already engaged by HPGCL as per the provisions of FSA and testing & analysis will be carried out by another third party engaged by HPGCL in its Plant laboratory. The contracting agency may depute its representative (duly authorized by HPGCL) to witness the sample collection, preparation & analysis work at unloading ends. In case, representative of contractor does not join the sampling & analysis procedure, then the work will be completed by RGTPP & the contractor will accept the analysis result and shall have no objection. One copy of analysis/ testing report (Quality & TM) duly signed by concerned HPGCL officer shall be provided to the agency.

At unloading ends, final sample shall be divided into two equal parts. One part shall be analyzed by agency engaged by HPGCL in laboratory of concerned plant of HPGCL and second part will be kept as Referee sample. Referee sample shall be retained in double sealed condition duly signed by representative(s) of contracting agency and HPGCL Plant officials and will be kept in joint custody of both parties i.e. RGTPP & Contractor.

- d. In case of any dispute, the referee sample (of Plant end) will be got analyzed in National Council for Cement and Building Materials (NCCBM), Ballabgarh or Shriram Institute for Industrial Research (SIIR), New Delhi as one of them mutually decided and the referee sample will be submitted to the laboratory jointly by two officials of both parties for analysis. The party challenging referee part of sample shall bear the cost of analysis. However, the contractor or HPGCL will intimate in advance prior to the extraction of the referee sample from the joint custody. The results declared by the mutually agreed laboratory will be final and binding on both the parties. The either parties will raise the issue for challenging referee part of sample within 7 days from the date of receipt of analysis report.

47. Quality Variation:

- a. Coal lifted through Truck/ Dumper/ Tipper shall be sampled at mines end & analyzed by CSIR-CIMFR for grade determination/ TM%. Coal shall be again sampled and analyzed by third party agency engaged by HPGCL at unloading end (RGTPP Khedar, Hisar) as per the procedure laid down in FSA.
- b. The computation of penalties/recoveries/quality adjustment will be done on weighted average basis DO-wise/RO-wise. In case of GCV difference in the coal received at plant end with respect to coal dispatched from mine end, the Penalty on account of reduction in GCV will be computed as per table below:

GCV (Eq.) CIMFR vs Plant	Formula applicable
Penalty	i) NIL for first 70 Kcal/Kg GCV reduction
	ii) Rs. 0.50 per MT for every 1 Kcal/Kg reduction in GCV for second slab of 71-200 Kcal/Kg
	iii) Rs. 1.00 per MT for every 1 Kcal/Kg reduction in GCV for second slab of 201-300 Kcal/Kg
	iv) Rs. 1.25 per MT for every 1 Kcal/Kg reduction in GCV beyond 300 Kcal/Kg This will be applied as per the methodology of income tax slab.

Illustration:

Payable quantity – 1,000 MT
 CIMFR reported GCV (Eq.)- 4000 Kcal/Kg
 Plant received GCV (Eq.)- 3670 Kcal/Kg
 Difference in GCV (Eq.)- 330 Kcal/Kg

Conditions	Difference in GCV (Kcal/Kg)	Penalty Rate (Rs./ MT)	Penalty Amount (Rs.)
For first 70 Kcal/Kg	70	NIL	NIL
From 71 kcal/Kg to 200 Kcal/Kg	130	0.5	65,000
From 201 Kcal/Kg to 300 Kcal/Kg	100	1	1,00,000
For beyond 300 Kcal/Kg	30	1.25	37,500
Total	330		2,02,500

48. Quantity correction on account of Higher Total Moisture (TM) %:

- a. In case of difference in the weighted average of Total Moisture (ARB) of coal received for individual DO exceeds the weighted average of Total Moisture of corresponding lifted coal quantity, then the adjustment in weight shall be done for increase in total moisture and the received coal quantity shall be reduced on prorata basis. i.e. received coal quantity considered for weight reconciliation shall be equal to Received Quantity X (1 - M/100), Where:- M is difference of weighted average of % TM at plant end & weighted average of % TM Mines end reported by CIMFR on individual DO basis.
- b. In case the Total Moisture (TM%) of coal received at Plant is less than the TM% of loading end analyzed by CIMFR, no benefit will be given to the contractor in that case.

49. Penalty of underloading (PUL) and Penalty of over-loading (POL):

- a. The contractor shall ensure that there is no under-loading or overloading of wagons, to avoid idle freight and levy of any overloading charges by the Railways.
- b. Idle freight for recovery of Railway freight shall be calculated as below:
 Idle freight = (Chargeable Weight + POL- Actual Weight) as per RR
- c. Idle freight as per RR on account of under loading above 20 MT per rake shall be borne by the contractor for incremental quantity (i.e. for upto 20 MT under loading per rake, no penalty shall be applicable on contractor and for more than 20 MT under loading per rake, the penalty shall be imposed for incremental quantity on the contractor at normal railway freight.
- d. The agency shall ensure that the wagons are not loaded beyond the permissible limits so that penal freight is not levied by the Railways. If however due to any reason, penal freight is charged by railways, the same shall be borne by agency. The deduction on this account shall be made from the agency's bill with respect to POL charges only and penalty on this account shall be levied on the amount calculated after deducting basic freight of additional quantity of coal received by HPGCL from the total POL amount.

50. Demurrage at loading ends and unloading ends:

Demurrage imposed at loading ends shall be borne by the Contractor. Demurrage imposed at unloading ends shall be borne by HPGCL Plant.

51. Assessment of Oversize Stone (+250mm):

Rake wise oversize stone (+250 mm) quantity received at Plant site will be assessed and proportionately apportioned as per practice followed at Plants inline with provisions of FSA.

Accordingly, the stone quantity attributed to the rake will be subtracted from the coal receipt quantity to arrive at Rake Plant weight.

Note:-

- i. The contractor shall ensure that foreign material like plastic, sand, stones, bajri, tramp iron pieces, concrete blocks, etc. are not loaded into the wagons. Repeated incidences of foreign material may lead to curtailment of quantity and/ or termination of contract.
- ii. Incidences of repetitive demurrage attributable to Contractor at HPGCL Plant end may lead to curtailment of quantity and/ or termination of contract.

52. Penalty on lapsed quantity of Coal:

If the Contractor fails to lift the entire Delivery Order / Release Order quantity or any part thereof within the stipulated time limit, then:

- a. The Contractor shall be liable to a penalty for lapsed linkage coal quantity equal to 15% of the Notified Base Price inclusive of all taxes and duties of Coal Company declared grade of Coal for the quantity which gets lapsed due to not being lifted by the Contractor.
- b. However, on the presentation by the Contractor of a certificate issued by Coal Company to the effect that Coal Company has not offered/supplied that quantity (i.e. short lifted qty.) of Coal to the Contractor, depending upon the genuineness of the case to be determined by HPGCL, no recovery may be made from Contractor. In such a case, the Contractor shall get assurance from Coal Company for making good the lapsed quantity in subsequent months.
- c. No penalty will be imposed on the Contractor for the following events:-
 - i. HPGCL instructs the Contractor in writing not to lift the Coal.
 - ii. Delay from HPGCL side in issuing LOA/ Work Order and authorization to the Contractor to lift quantity on HPGCL behalf.
 - iii. Operational restrictions at HPGCL plant end.
 - iv. Lower lifting due to non-availability of rakes. In this case, enough indents must be placed by the Contractor and rigorous efforts/co-ordination with the railway to be made for early placement of rakes.
 - v. Force Majeure Event as per provisions of the contract.
 - vi. Non-availability of mining pass/permit or any other statutory permission required by Coal company/railways.
 - vii. Law & order problems at mine end/loading area.
 - viii. Infrastructure constraint at the mine end in lifting & transporting coal.

Note:- All the requisite approvals including DMO approval shall be in the Scope of the Contractor.

53. Payment to the Contractor:

- a. No advance shall be paid to the Contractor/ Contracting Agency.
- b. The Contractor shall raise the payment bills on fortnightly basis triplicate to the Engineer in-charge i.e. Executive Engineer (Fuel), RGTTP, Khedar Hisar for the quantity of coal as per Railway receipt/ actual quantity received for verification and arranging the payment.
- c. The Contractor shall furnish following documents alongwith invoices
 - (a) Copy of the Delivery Order(s)/ Release Order (s) issued by NCL against which the coal quantity is lifted.
 - (b) Weighment sheets of coal at NCL end duly certified by NCL.
 - (c) Railway receipts (RR) and details of the rakes billed for the fortnight.
 - (d) Copy of quality reports of loading end of CIMFR, if available.
 - (e) Copy of quality reports of Plant end alongwith copy of weighment sheet of Plant end.
 - (f) Any other relevant documents, as required.
- d. The bills duly verified by Engineer in-charge shall be forwarded to the Accounts wing for making payment. The payment shall be released within 20 days from the date of submission of bills along with all documents. The payment will be made through RTGS/ NEFT for which the account details will be provided by the contractor.

- e. 85% payment shall be released on fortnightly basis against running bills and 15% of the running bills shall be retained as security deposit and the same shall be released after successful execution/ reconciliation of the contract. No interest will be paid on delayed payment (s). Deduction of TDS (Tax deducted at Source), GST & other statutory duties as per prevailing laws will be deducted from the bill.
- f. Payment towards transportation charges to the Agency will be made by HPGCL Thermal Power Plants only for the Quantity of coal actually received at the HPGCL Thermal Power Plants after adjustment of Transit Loss as per Clause no. 45 (b) of the contract. All other adjustments on account of TM%, quality, etc. will be made after reconciliation DO-wise/RO-wise.

Chief Engineer/Fuel
HPGCL, Panchkula

ANNEXURE-6

GENERAL TERMS & CONDITIONS OF CONTRACT

GENERAL TERMS & CONDITIONS OF CONTRACT

The bidders are required to carefully examine and make themselves acquainted with the general conditions, specifications, schedules, scope of work, evaluation criteria and site conditions etc. before submitting the bids. In case of any doubt to the meaning or any portion of the general and special conditions, the bidder/s may ask for clarification before submitting the bid/s.

1. Acceptance of Tender.

It will be the discretion of HPGCL to accept the offer of lowest bidder or negotiate with or cancel the tender or to call the tender afresh without assigning any reason.

2. Contract Documents and Agreement.

2.01 The order placed under these specifications shall be governed by terms and conditions as incorporated in this section of the specifications and also as given in the work order and its any annexure(s). The terms and conditions specified in this section, if differ from the terms as indicated in the work order and its annexure(s), the later shall prevail. The contract shall for all purposes be governed according to the laws of India and subject to jurisdiction of Haryana Courts only.

2.02 For the due fulfillment of the contract the firm shall execute an agreement in two copies in the prescribed form to be obtained from the order placing authority on non-judicial stamp paper of Rs 100/- or as per stamp duty applicable in State of Haryana. Such agreement shall be executed and signed by the competent authority of the firm on each page thereof. The original agreement shall be executed on stamp paper. The second copy may be executed on simple paper. Such complete agreement form duly executed along with the contract documents shall be required to be returned by the firm to the order placing authority within a period of 15 days from the receipt of the order. Second copy of the executed agreement duly signed by the order placing authority shall be sent to the Contracting Agency / firm for his reference. The contract documents shall include the following :

- i. Contract Agreement (Format attached as **ANNEXURE-12**)
- ii. NIT.
- iii. Tender documents.
- iv. Quotation of the bidder.
- v. Letter(s) submitted by firm after negotiations with SPC / WTDs / ULHPPC, if any.
- vi. Letter of Acceptance and Work Order.

2.03 The charges in respect of execution of the contract agreement shall be borne by the firm. The firm shall be furnished with a copy of the agreement.

3. Correspondence.

All correspondence pertaining to any clarification required on the terms and conditions, contract documents, scope of work, etc. shall be addressed to Chief Engineer/Fuel, HPGCL, Panchkula.

4. Change of name of Bidder/Firm.

At any stage after tendering, the order placing authority, shall deal with bidder / firm only in the name and at the address under which he has submitted the tender. All the liabilities / responsibilities for the execution of the contract shall be that of firm. Under no circumstances the firm shall be relieved of any obligations under the contract. The order placing authority may however at its discretion deal with the firm / representatives and such dealing shall not absolve the firm from his responsibilities / obligations / liabilities with the HPGCL under the contract. Any change / alteration of name / constitution / organization of the firm shall be duly notified to the order placing authority and the order placing authority reserves the right to determine the contract in case of such notification.

5. Risk and Cost.

HPGCL reserves the right to cancel the work order due to non-fulfillment of contractual terms and HPGCL shall recover the damages incurred for the engagement of some other agency (ies) to carry out the activity(ies), full / part scope of work covered under this work order.

6. Subletting: Subletting of work will not be allowed.

7. All payments under this contract shall be made in Indian Rupees unless otherwise specified.

8. Acknowledgement of the Tender:

The acknowledgement of the LOA / Work Order shall be conveyed to the order placing authority immediately upon the issue of LOA / Work Order.

9. Security Deposit

9.01 With a view to assure the faithful execution of contract, the Earnest Money Deposit of Rs. 50.00 Lakhs of successful bidder shall be converted in the security deposit. In addition, security deposit @ 15% shall be deducted from the running bills of the firm during the contract period.

9.02 Security deposit of the firm, unless or otherwise specifically mentioned, shall be released after completion of the contract or settlement of disputes under this work order or reconciliation of accounts with the firm, whichever is later, to the entire satisfaction of the HPGCL.

9.03 If the firm fails or neglect to observe or perform any of its obligation under the contract, it will be lawful for HPGCL to forfeit either in whole or part at its absolute discretion, the security deposit furnished by the firm.

9.04 No interest shall be payable to the firm on security deposit and Earnest Money Deposit (EMD).

9.05 In the event of a breach of contract in any manner, the security deposit shall be forfeited and adjusted against the claim of HPGCL on the supplier / firm for any damages or for any loss sustained by HPGCL on account of such breach.

10. Performance Bank Guarantee (PBG)

Firm shall furnish a Performance Bank Guarantee to HPGCL on prescribed format of HPGCL for an amount of Rs. 5.00 Crore with validity of six months from any of the scheduled nationalized banks acceptable to HPGCL within 7 days from the date of issue of LOA/ Work order, whichever is earlier. However, reconciliation is not completed after expiry of contract period, Performance Bank Guarantee can be got extended suitably. Performance Bank Guarantee shall be released after completion of contract, reconciliation of accounts between firm & HPGCL and settlement of disputes (if any) under this work order whichever is later, to the entire satisfaction of HPGCL. The Performance Bank Guarantee furnished by firm shall be irrevocable, non-transferable & unconditional and HPGCL shall have the right to invoke it notwithstanding any dispute or difference between firm and HPGCL pending before any court tribunal, arbitrator or any other authority. **(Format attached as Annexure-11).**

11. Force Majeure:

a) Notwithstanding the provisions of clause(s) of this NIT / Order for penalties, the firm shall not be made liable for any loss or damage due to delay in execution of work as may result 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, Fire, Flood, Strike, Freight embargoes, War-risk, Riot and Civil Commotion.

b) The decision of HPGCL in all matters under this clause shall be final and binding on the firm.

12. The failure to act / perform duties according to the scope of work shall be considered as non performance of duty and may tantamount to breach of contract. HPGCL will forfeit the security deposit, PBG and any other pending payments.

13. Liabilities for Damages:

13.01 If due to firm's negligence and / or non-observance of safety codes and other precautions, any accident / injury occurs to any other person / public, the agency shall have to pay necessary compensation and other expenses, if so decided by the statutory authorities under labour laws and / or rules in force from time to time.

13.02 If due to agency's carelessness, negligence or non-observance of rules/ safety precautions, damage to HPGCL /Coal Companies or Railways property or to personnel's occurs, the same will be recovered from the running bills of the agency and / or from agency's security deposit.

14. Contract Period:

The period of contract shall be for a period of four months from the date of issue of Letter of Acceptance / Work Order extendable at the discretion of HPGCL for a further period of two months on the same rates, terms and conditions.

15. Withholding of Payment:

HPGCL may withhold the whole or part of any payment for work executed by the agency which in the opinion of the order placing authority is necessary to protect HPGCL from loss on account of:-

- a) Services not rendered as per the scope of work
- b) Damage to HPGCL or others property.
- c) Penalties if imposed on account of statutory labour laws or by court of law in case of injuries inflicted on any personnel including those of HPGCL.

16. Obligation of Firm:

16.01 The firm shall abide by all general regulations enforced at site and to any special conditions notified by the local administration and / or issued by Chief Engineer of respective Power Plants.

16.02 The firm shall be fully responsible for the conduct of its employees. Any act of misbehavior / man-handling / theft on part of the firm's employees shall be reckoned as breach of contract.

17. Power to Vary or Omit any item of work

No alteration / amendment, omission, addition, suspension (hereinafter referred to as variation) in the scope of work shall be made by the firm except as directed in writing by Chief Engineer / Fuel, HPGCL, Panchkula. HPGCL will have full powers subject to the provision hereinafter contained from time to time during the execution of contract by notice in writing to instruct the firm to make such variations without prejudice to the contract and the firm shall carry out such variations and be bound by the same conditions as far as applicable although the said variation occurred in the specifications if any suggested variations would be in the opinion of the firm, if carried out prevent them from fulfilling any of their obligation under the contract, the firm shall notify to the competent authority thereof in writing and the competent authority shall decide forth with whether or not the same shall be carried out. If the competent authority confirms their instructions, the firms obligations and guarantees shall be modified accordingly by mutual agreement. The difference of commissions if any occasioned by any such variations shall be added to or deducted from the contract rate as the case may require. The amount of such difference if any shall be ascertained and determined in accordance with the rate specified in the work order. But HPGCL shall not become liable for the payment or any charges in respect of any such variations, unless instructions for the performance of the same shall have been given in writing by the competent authority.

18. Negligence.

If the firm shall neglect to execute the work with due diligence and expeditiously or shall refuse or neglect to comply with any reasonable orders given in writing by the Chief Engineer/Fuel HPGCL Panchkula, Chief Engineer/PTPS Panipat, Chief Engineer/DCRTPP Yamunanagar, Chief Engineer/RGTPP Hisar in connection with this contract or shall contravene the provisions of this contract, the Chief Engineer/Fuel shall be at liberty to take the work wholly or in part out of the firm's to re-contract to any other firm at the risk and cost of the original firm who shall have to pay the extra expenditure involved as a result thereof. In such an event, it will be lawful for the Chief Engineer Fuel to retain any balance amount which may otherwise become due to the firm on any account and apply the same towards the execution of the whole or balance of the or so re-contracted. If no such balance is due to the contractor or if the amount due is not sufficient to cover the amount thus recoverable from the firm, it shall be lawful for the HPGCL to recover the whole or the balance of the amount from the firm by action of law or otherwise. The

remedy under this clause will be in addition to and without prejudice to rights available to HPGCL under other clauses of the contract.

19. Bankruptcy:

If firm shall commit any act of bankruptcy or being a corporation commences to be, wound up except for re-construction purposes or carry on its business under a receiver the executors, successors, or other representative in law of the estate of the firm or any such receiver, liquidator or any person to whom the contract may become vested, shall forthwith give notice thereof in writing to Chief Engineer/Fuel and shall for one month take all reasonable steps to prevent a stoppage of work, have the option of carrying out the contract subject to the firm providing such guarantee as may be required by Power Stations but not exceeding the value of work. In the event of stoppage of work, the period for the option under this clause shall be 14 days only, provided that the above option not be exercised, the contract may be determined by Chief Engineer / Fuel by notice in writing to the firm and the same power and provisions reserved to Chief Engineer / Fuel on the last proceeding clauses of taking the work out of the firm's hands shall immediately become operative.

20. Arbitration:

- i) All matters, questions, disputes, differences and / or claims arising out of and / or concerning, and / or in connection with, and / or in consequence of, and / or relating to any contract, whether or not obligations of either or both the firm 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 arbitrator to be appointed by MD/HPGCL. The award of the Arbitrator shall be final and binding on both the parties to the contract.
- ii) The venue of the arbitration shall be the place from which the acceptance of offer is issued or such other place as the Arbitrator, in his discretion, may determine.
- iii) All arbitration proceedings under this Regulation shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 and the Rules there under, with any statutory modifications thereof for the time being in force.

21. Termination of Contract:

HPGCL reserves the right to terminate the contract in full or part thereof at its sole discretion without assigning any reason by giving notice to the agency.

22. Jurisdiction:

All legal proceedings in connection with contract shall be subject to the territorial, jurisdiction of local civil courts at Panchkula, Haryana.

23. Labour Laws:

The firm will abide by all labour laws/Acts, EPF, ESI, Safety rules and regulations or any other law enforced by statutory authorities framed / amended from time to time for the staff deputed at collieries/loading points of coal companies/ unloading points of Plant end.

24. HPGCL reserves the right to reject any or all the tenders without assigning any reason.

25. The terms & conditions not specified in the tender, shall be governed by "HPGCL Works & Purchase Regulations 2015" which are available on the HPGCL website i.e. www.hpgcl.org.in.

26. Short Closing of Contract:

HPGCL reserves the right to short close the contract without assigning any reason after giving a notice to the agency for which no compensation shall be paid.

Chief Engineer/Fuel
HPGCL, Panchkula

STATEMENTS OF BIDDERS

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

4. Place of Business with Address _____
5. Legal Status _____
6. PAN , TIN & GST Number of the Bidder (attached self attested photocopies)
PAN _____ TIN _____
GST No. _____.
7. Bank Details (attached signed cancelled cheque)
 - i) Bank Name & Address
 - ii) Bank Account Number
 - iii) Bank Branch Code
 - iv) IFSC Code of Branch
 - v) Nature of account (current/saving/OD/CC)
8. Main lines of Business
 - i. _____ since _____
 - ii. _____ since _____
 - iii. _____ since _____
9. Annual Turnover of past 3 years
 - i. _____
 - ii. _____
 - iii. _____
 - iv. _____
10. Past Experience:-

Name of Organization	Period	Reference of Contract	Quantity lifted/handled/dispatched contract wise as per scope of work

11. Any other

Signature & Stamp of Bidder

CERTIFICATE REGARDING NO DEVIATIONS
(On letter head of the Bidder)

Ref: e-Tender No.....dated

To

Chief Engineer/Fuel,
HPGCL, Sector-6,
Panchkula, Haryana

Subject: e-Tender for Engagement of Agency for Lifting of 2.00 Lac MT Coal (Road-cum-Rail mode) from Northern Coalfields Limited, Singrauli (Jayant, Dudhichua & Khadia mines), Handling and Transportation of the same to Railway Goodshed sidings and Loading in the Railway Rakes for dispatch to RGTPP Khedar, Hisar (PMRG).

Dear Sir,

We hereby certify that we have gone through all terms and conditions of your e-TENDER No. _____ dated _____ and confirm that the bid submitted by us is in total compliance of the terms of bid documents and no deviations whatsoever are incorporated in our bid.

We further undertake that the entire work shall be performed as per the terms of the above bid documents.

Date :

Signature of Authorized Person

(Name & Designation)

Official Seal/Stamp

POWER OF ATTORNEY

(To be executed on non-judicial stamp paper of appropriate value as per Stamp Act)

Know all men by these presents, We(name and address of the registered office of the Bidder) do hereby constitute, appoint and authorize Mr./Mrs./Ms (name and residential address) who

is presently employed with us and holding the position of as our lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the Bid Document no for Lifting of 2.00 Lac MT Coal (Road-cum-Rail mode) from Northern Coalfields Limited, Singrauli (Jayant, Dudhichua & Khadia mines), Handling and Transportation of the same to Railway Goodshed sidings and Loading in the Railway Rakes for dispatch to RGTPP Khedar, Hisar (PMRG), including signing and submission of all documents, Bid and providing information / responses to HPGCL, representing us in all matters before HPGCL, negotiating, entering into and executing any Contract, agreement, accepting any Work Order or LoA, complying with the conditions thereof and generally dealing with HPGCL in all matters in connection with our response to the said Bid Documents.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For (Insert name of the Bidder on whose behalf PoA is executed)

.....(signature)

Name:

Accepted.

Specimen signatures of attorney attested

(Signature of Notary Public)

..... (signature)

(Name, Designation and Address of the Attorney)

Place: -----

Date: -----

Note:

- (1) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Laws and the charter documents of the executant(s).
- (2) *Also, wherever required, the executant(s) should submit for verification of extract of the chartered documents and documents such as a board resolution / power of attorney, in favour of the person executing this Power of Attorney for delegation of power hereunder on behalf of the executant(s).*

GENERAL CHECKLIST FOR BIDDERS

S. No.	Documents Attached / Uploaded	Yes / No (To be filled by firm)
1	Cost of Tender Fee (Rs 3360/-)	
2	Earnest Money Deposit (Rs 50.00 Lakh) or requisite valid exemption certificate	
3	a) Work Order copies for minimum quantity of 2.0 Lac MT coal in a particular financial/ calender year during last 3-years ending with 31.03.2022	
	b) Work execution certificate or certified bill copies together with Work Order	
	c) Audited balance sheets having Minimum Average Annual Turnover of not less than Rs. 36.0 Crore in last 3 financial years ending with 31.03.2022	
	d) Certificate from Chartered Accountant that Net Worth of the bidder is Rs. 42.0 Crore for the last financial year ending March 2022.	
4	Non-Blacklisting certificate strictly as per wording of Tender	
5	No Deviation Certificate	
6	Detail of authorized signatory of the bidder (Aadhar Card) and authorization certificate on the letter head of bidder by competent authority	
7	Power of Attorney	
8	Duly signed & stamped copy of tender documents uploaded	
9	Statement of Bidders	
10	Undertaking on the letter head of bidder regarding GST provisions as per contract.	
11	Irrevocable Undertaking	

NOTE: The above is only an illustrative checklist and HPGCL may ask for any other document, as and when required.

Signature & Name of Firm with Seal

PERFORMANCE BANK GUARANTEE FORMAT

Sr. Accounts Officer, HPGCL
C-7, Urja Bhawan, Sector-6, Panchkula, Haryana

Dear Sir,

In consideration of the Haryana Power Generation Corporation Limited (HPGCL) (hereinafter referred to as the 'Owner', which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s With its registered office at (hereinafter referred to as the 'Contracting Agency' which expression shall unless repugnant to the context or meaning thereof, include its successor, administrators, executors and assigns), a Contract by issue of Owner's Letter of Intent No..... dated and the same having been unequivocally accepted by the Contracting Agency, resulting into a Contract bearing No.....dated valued at Rs. (Rupees.....) for Lifting of 2.00 Lac MT Coal (Road-cum-Rail mode) from Northern Coalfields Limited, Singrauli (Jayant, Dudhichua & Khadia mines), Handling and Transportation of the same to Railway Goodshed sidings and Loading in the Railway Rakes for dispatch to RGTPP Khedar, Hisar (PMRG) and other activities as per scope of work against NIT No. dated (hereinafter called the 'Contracting Agency) and the Contracting Agency having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract amounting to Rs. 10.00 Crore (Rupees ten crore only) to the Owner.

We(Name of Bank), a body corporate, constituted under the Banking Companies (Acquisition & Transfer of undertaking) Act 1970 having its Head Office at & the Branch Office amongst other places at (hereinafter referred to as the 'Bank', which expression shall unless repugnant to the context or meaning thereof, include its successor, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner immediately on demand any or all monies payable by the Contracting Agency to the extent of Rs. (Rupees.....) as aforesaid at any time upto without any damur, reservation, contest or protest and/or without any reference to the Contracting Agency, Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contracting Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Contracting Agency. The Owner shall have the fullest liberty without affecting this guarantee to postpone from time to time the exercise of any power vested in them or of any right which they might have against the Contracting Agency and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contracting Agency or any other course or remedy or security available to the Owner. The bank shall not be released to its obligations under these presents by any exercise by the Owner of its liberty with reference of the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this guarantee against the Bank as principal debtor, in the first instance without proceeding against the Contracting Agency and notwithstanding any security or other guarantee that the Owner may have in relation to the Contracting Agency's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs.(Rupees.....) and this guarantee is valid up to beyond three months after the completion of contract period or till the settlement of dispute covered under RISK and COST clause whichever is later and which shall be released and discharged from all liabilities hereunder unless a written claim for payment under this guarantee is lodged on us within 1 month from the date of expiry of the guarantee i.e. on or before irrespective of whether or not the original guarantee returned to us.

The confirmation of this Bank Guarantee is available with our controlling office, the Beneficiary in his own interest should obtain such confirmation from the controlling office at the following address: -

Place:

Signed and Seal of Bank: _____

Date:

Address of the Bank:

FORMAT FOR CONTRACT AGREEMENT

1. This agreement made at **HPGCL, Panchkula** and entered into this day of 2022, between Haryana Power Generation Corporation Limited. acting through the **Chief Engineer / Fuel, HPGCL, Panchkula** (hereafter called "HPGCL" which expression shall unless executed by or repugnant to the context include its successors and assignees) having their registered office at Panchkula on one part and M/s (Name of the Company) having their registered office at (Address) (hereafter referred as "Contractor" which expression shall unless excluded by or repugnant to the context include its successors of permitted assignees) on other part.
 2. In accordance with the Tender Specification vide Tender No. dated..... and after submitted by the Contractor vide their letter no..... dated and whereas the said offer accepted by HPGCL under letter of intent no..... dated..... and followed by details Work Order No.....dated....., on the terms and conditions specified in the aforesaid Tender & Work Orders.
 3. Now this agreement witnessed and it is hereby agreed and declared as under:-
In consideration of value of the contract vide Work Order No..... dated..... viz Rs..... placed with the contractor on the terms and conditions specified in the contract the Contractor hereby covenant with the **Corporation** that he shall and will duly provide and execute the work and shall perform all other works and things in this contract mentioned and described and which are implied then from or may reasonably be necessary for the satisfactory execution of said work within and of the same time in the manner and subject to the terms and conditions stipulated in this contract and the HPGCL shall pay to the Contractor all the sums of money as and when they may become due and payable under the terms and provision of this contract.
 4. The Contractor shall undertake the work for Lifting of 2.00 Lac MT Coal (Road-cum-Rail mode) from Northern Coalfields Limited, Singrauli (Jayant, Dudhichua & Khadia mines), Handling and Transportation of the same to Railway Goodshed sidings and Loading in the Railway Rakes for dispatch to RGTPP Khedar, Hisar (PMRG) as per terms and conditions of the tender enumerated therein and work order no..... dated..... and will execute the same within stipulated period in accordance with the tender specification and conditions annexed, subject to force majeure conditions incorporated in the Work Order.
 5. The Contractor shall execute the work as per the terms and conditions specified in the HPGCL Work Order No. dated.....
 6. The Contractor shall indemnify the HPGCL for payment of all claims or any compensation for injury caused to any person whether workman or not or for any other cause of action in pursuance of this contract and bound to defend HPGCL in all such cases brought under the Workman's Compensation Act or any other statutory rules. The Contractor shall only be liable for claims / compensation payment of such claims.
 7. The aforesaid HPGCL's work orders along with the Contractor acceptance letter no.....dated....., regarding date of starting the work addressed to the **Chief Engineer / Fuel, HPGCL, Panchkula** shall be deemed to be the part of this contract.
 8. The said papers are signed by Mr..... for and on behalf of the Contractor and Mr....., **Chief Engineer / Fuel, HPGCL, Panchkula** for and on behalf of the HPGCL for the purpose of identification annexed herewith as scheduled:
 - i) Tender No..... dated.....
 - ii) LOI/LOA No..... dated.....
 - iii) Work Order No. dated.....
 - iv) In witness whereof the parties hereto have set their respective common seals with signatures to be herein to be affixed to the day and month of the year first above written.
- (Signature of the Contractor
with seal)
- (Signature of the Owner or
HPGCL representative
with seal)
- (Signature of witness)
- (Signature of witness)

Irrevocable Undertaking
(On letter head of the Bidder)

Ref: e-Tender No.....dated

To

Chief Engineer/Fuel,
HPGCL, Sector-6,
Panchkula, Haryana

Subject: e-Tender for Engagement of Agency for Lifting of 2.00 Lac MT Coal (Road-cum-Rail mode) from Northern Coalfields Limited, Singrauli (Jayant, Dudhichua & Khadia mines), Handling and Transportation of the same to Railway Goodshed sidings and Loading in the Railway Rakes for dispatch to RGTPP Khedar, Hisar (PMRG)- Irrevocable undertaking regarding non-involvement in the business of coal trading/ washery operations, thereof.

Dear Sir,

I,.....(Authorized signatory on behalf of bidder) hereby declare and submit irrevocable undertaking that our bidding firm namely having its registered office at is/ are not directly involved in the business of coal trading/ washery operations.

In case such undertaking/declaration is found wrong at a later stage, then it will be construed as misrepresentation of facts and the bidder shall be liable for blacklisting and other penal actions.

Date :

Signature of Authorized Person
(Name & Designation)
Official Seal/Stamp

PRICE BID

(PART-II) of e-Tender

Format of PRICE BID (Part-II)

The bidders would be required to quote rates only in the Price Bid format on the portal <https://etenders.hry.nic.in> for Lifting of 2.00 Lac MT Coal (Road-cum-Rail mode) from Northern Coalfields Limited, Singrauli (Jayant, Dudhichua & Khadia mines), Handling and Transportation of the same to Railway Goodshed sidings and Loading in the Railway Rakes for dispatch to RGTPP Khedar, Hisar (PMRG) as detailed below:

Sr. No.	Projects/ Mines of Northern Coalfields Limited (NCL), Singrauli	Goodshed Siding	Tentative Qty. of Coal to be lifted (MT)	Rates including all taxes & duties except GST (Rs. per MT)	GST (in %)	GST amount (in Rs.)	Rates including all taxes & duties and GST (Rs. per MT)	Total Cost (Rs.)
			A	B	C	D=(BXC)/100	E=B+D	F =A X E
1.	Jayant	Mahdeiya/ MHDA (ECR)	20000					
		Gondwali/ GNDI (WCR)	15000					
		Bargawan/ BRRB (WCR)	15000					
2.	Dudhichua	Mahdeiya/ MHDA (ECR)	25000					
		Gondwali/ GNDI (WCR)	25000					
		Bargawan/ BRRB (WCR)	25000					
3.	Khadia	Krishnashila/ KRSL (ECR)	75000					
Grand Total including all taxes & duties and GST			200000					

GST (Present Rate) = ...%

Note: -

- i) If bidder does not quote the present rate of GST, it will be assumed that the rates quoted by bidder for all packages are inclusive of GST and no GST will be payable extra.
- ii) Rates should not be quoted on this format or anywhere else in Part-I bid.
- iii) The rates shall remain fixed and binding on the Bidder and shall not be subject to any increase for any reason whatsoever during the term of the Contract until the entire allocated Coal quantity is received at the HPGCL Thermal Power Plant.
- iv) However, statutory variations (increase or decrease) on account of the change in statutory taxes & duties, introduction of any new tax, withdrawal, or modification of any tax shall be passed through during the period of Contract. Documentary evidence shall be required from the Bidder for the same.