

**NIT No: 196/RE-630/Vol-XII/L dated  
13.01.2021**

**TENDER DOCUMENT  
FOR  
ENGAGEMENT of HELPERS for  
OPERATION of POWER HOUSES at WYC  
HE Project, HPGCL, Bhudkalan**

# HARYANA POWER GENERATION CORPORATION LIMITED

NOTICE INVITING E-TENDER NIT No.: 196/RE-630/Vol-XII/L dated 13.01.2021

E-tenders are invited in two parts from the Private Limited or Public Limited Companies or Labour Cooperative Societies or Firms by Chief Engineer/DCRTPP, Yamunanagar as per following details:-

Sr. No.	Brief scope of work	Due date for submission of tenders up to 13:00 hrs.	Opening date of Bids (Part-1) at 15:00 Hrs	Amount of Earnest money to be deposited via RTGS/NEFT /OTC through online portal as per conditions mentioned in the bidding document (in Rs.)
1.	Outsourcing of Helpers for operation of Power Houses at WYC HE Project, HPGCL, Bhudkalan	03.02.2021	04.02.2021	1,25,000/-

Sr. No.	Date of Starting of e-Tender for submission of online Techno-Commercial Bid and Price Bid at <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a>	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid on web portal	Opening date of part-1 of proposal on web portal
1.	(14.01.2021 From 10:00 Hrs.)	(03.02.2021 up to 13:00 Hrs.)	(04.02.2021 at 15:00 Hrs.)

1. The Tender document & e-service charges of Rs. 2,360/- (Rs. 1180/- cost of tender document + Rs. 1,180/- e-service charges) are to be paid online through e-procurement portal <https://etenders.hry.nic.in> & the tender documents are available on the website [www.hpgcl.org.in](http://www.hpgcl.org.in) and <https://etenders.hry.nic.in> The detailed terms and conditions can be seen in the tender documents.

2. The Bidders shall have to pay for the Tender documents, EMD fees & eService fee online through e-procurement portal <https://etenders.hry.nic.in> by using the service of secure electronic payment gateway. The secure electronic payments and e-Service fee can be made by eligible bidders online directly through Debit Cards & Internet banking Accounts and the Payment for EMD can be made online directly through RTGS/NEFT/OTC.

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

For any clarification regarding bid preparation and bid submission, please contact:

DS&D Haryana, SCO-09, IIInd Floor, Sector-16, Panchkula-134108

**E- mail:** <https://etenders.hry.nic.in>

Help Desk:0120-400-1002(**Toll Free Number**)

Details may be seen from the website <https://etenders.hry.nic.in> & [www.hpgcl.org.in](http://www.hpgcl.org.in)

Executive Engineer/RE  
For Chief Engineer/DCRTPP,  
HPGCL, Yamunanagar

**HARYANA POWER GENERATION CORPORATION LIMITED**  
**Chief Engineer/DCRTPP, HPGCL, Yamunanagar**

**NOTICE INVITING E-TENDER ENQUIRY NO. 196/RE-630/Vol-XII/L dated 13.01.2021**

E-tender for providing manpower for deployment at WYC HE Project, HPGCL, Bhudkalan through contractor under outsourcing policy.

**Key Dates**

<b>S. No.</b>	<b>Department Stage</b>	<b>Tenderer's Stage</b>	<b>Start date and time</b>	<b>Expiry date and time</b>
1.		Downloading of Tender Documents & Bid Preparation	14.01.2021 10:00 Hours	03.02.2021 13:00 Hours
2.	Technical Opening (Part-I)	-	04.02.2021 15:00 Hours	
3.	Short listing of Technical bids & Opening of Financial Bid		Will be intimated to the firms on their E-mail / telephone message /sms	

**Name of Contractor/ Firm** \_\_\_\_\_

**Annexure:**

<b>Sr. No.</b>	<b>Description</b>
1.	<b>Conditions of Contract</b>
2.	<b>Escrow Account Agreement</b>

Executive Engineer/RE  
For Chief Engineer/DCRTPP,  
HPGCL, Yamunanagar

**HARYANA POWER GENERATION CORPORATION LIMITED**  
**Chief Engineer/DCRTPP, HPGCL, Yamunanagar**

**NOTICE INVITING E-TENDER ENQUIRY NO. 196/RE-630/Vol-XII/L dated 13.01.2021**

E-tenders are invited in **two parts** by the undersigned on behalf of Haryana Power Generation Corporation Limited **from the Private Limited or Public Limited Companies or Labour Cooperative Societies or Firms** having License from Labour commissioner, Haryana for the supply of below mentioned category of skilled/unskilled workers having the requisite Education Qualification and experience prescribed below for deployment at **Haryana Power Generation Corporation Limited** for a period of six months (starting from 01.04.2021 to 30.09.2021) and extendable for another six months at the sole discretion of the Corporation up to the date on which a regular incumbent is posted, whichever is earlier, in accordance with the outsourcing policy of Haryana Govt. notification No. 43/5/2001-3GSII dated 03.06.2014, on rates approved by the Government of Haryana Govt. notification no. 43/5/2001-3GSII dated 03.06.2014 payable to each category of engaged worker plus premium.

Sr. No.	Category of Worker	Total No. required	Desired Education Qualification	Remarks
1.	Helpers	25	"Matriculation from any Board recognized by the Govt. of Haryana with a minimum 60% marks".	Preference should be given to the workers/Diploma Engineers having experience of same/similar Hydro Project. Percentage criteria of marks can be relaxed for personal with experience in operation of Hydel Project.

**The manpower requirement given above is tentative & may increase or decrease depending upon the requirement.**

**Age: Minimum age of the manpower deployed should be 18 years.**

**Note:-**

- Earnest money of **Rs.1,25,000/-** shall be deposited via RTGS/NEFT/OTC through online portal as per conditions mentioned in the bidding document. .
- The Tender document & e-service charges of Rs. 2360/- (Rs.1180/- cost of tender document + Rs. 1,180/- e-service charges) are to be paid online through e-procurement portal <https://etenders.hry.nic.in> & the tender documents are available on the website [www.hpgcl.org.in](http://www.hpgcl.org.in) and <https://etenders.hry.nic.in> . The detailed terms and conditions can be seen in the tender documents.
- The contractor should have a valid license issued by Labour commissioner from Haryana before submission of tenders. License under renewal shall be considered for acceptance on merit and on production of documentary proof of application of renewal submitted to the Labour commissioner. He should have already provided similar services with at least 15 persons to any utility during at least two years and shall submit along with the bid the rolls of such personnel as a proof of having provided these much required nos. of personnel.
- The tender documents having detailed terms and conditions can be downloaded from the website <https://etenders.hry.nic.in> & For details, please visit [www.hpgcl.org.in](http://www.hpgcl.org.in) . The e-tenders shall be received through website only. All interested firms are requested to get themselves registered as vendors with the said website for submitting their bids. For any assistance, please contact Toll free No. 0120-400-1002 of DS&D Haryana, SCO-09, IInd Floor, Sector-16, Panchkula. The price bid is to be submitted on-line only. The price bid in hand/paper form shall not be accepted/entertained.
- Rates are to be quoted strictly as per rate quoting sheet.
- The contractor should provide PAN (Permanent account no.) issued by income tax Authority.
- The successful bidder has to submit the Bank Guarantee equivalent to two month salary of employees engaged on outsource basis.**
- No. of manpower can increase/decreased as per requirement.
- In case, the day of opening of tender happens to be a holiday, the tender will automatically be opened on next working day.
- This office reserve the right to reject any or all the tenders received without assigning any reason.
- Only those tenders shall be considered who deposit the earnest money and tender cost & transaction fee by due date.
- The firm who have been blacklisted by HPGCL or any other Centre or state Power Utility/Board or environment/ or any other thermal/Hydro electrical Project shall not be eligible to bid against the NIT of HPGCL. However,
  - In case the blacklisting of the firm is for a specific plant and not for the organization as a whole then such blacklisting will not tantamount to ineligibility of the bidders.
  - Blacklisting of the firm by any unit of the HPGCL shall be considered as ineligibility of the firm at any other Project of HPGCL.

3. On case any firm was blacklisted for limited period in past by any organization and presently such blacklisting has removed by such organization then it will not tantamount to ineligibility of the bidder.
4. Firm has to certify itself for its eligibility with supporting documents it has not been blacklisted by any organization presently, however in case at a later stage such certification found wrong then it will lead to misrepresentation of the facts and the firm shall be treated as blacklisted on this ground and action shall be taken as per regulation 36 and 37.

Note:

1. Unless agreed otherwise the above terms & conditions of the contract will form the part of the purchase order after finalizing the procurement proposal. The word tenderer where ever used above shall be read as supplier. Above T&C are equally applicable in case of limited/ proprietary enquiry as well. The non-applicability/ modification in the aforesaid clauses if agreed shall be mentioned/ attached in/ with the purchase order specifically.
2. Any other term not defined in instructions to the bidder or terms & conditions should be interpreted as defined in HPGCL Purchase Regulation "2015". The purchase regulation are available on the website of HPGCL. All bidders are instructed to peruse the regulation before submitting their bids.
3. The term "Bid" and "tender" and their derivatives ("Bidder/Tenderer" "Bidding/ Tendering") are synonymous. Singular also means plural.

Executive Engineer/RE  
For Chief Engineer/DCRTPP,  
HPGCL, Yamunanagar

## HARYANA POWER GENERATION CORPORATION LIMITED

### INSTRUCTIONS TO BIDDER ON e-TENDERING SYSTEM

These conditions will over-rule the condition 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>. The bidders are also required to have/obtain Class-II & III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities for submission and processing of the bids. Please visit the website for more details.

#### 2. **Download of Tender Documents:**

The bidders can view and download 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>

#### 3. **Prerequisites for online bidding:**

In order to bid online on the portal <https://etenders.hry.nic.in>, the user machine must be updated with the latest Java. The link for downloading latest java applet and "DC setup" Utility is available on the Home page under the tab 'Download' of the e-tendering Portal.

#### 4. **Key Dates:**

The bidders are strictly advised to follow date and time as indicated in the online Notice Inviting Tenders (NIT). 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 (NIT).

#### 5 Bid Preparation (Technical & Financial) Online Payment of Tender Document Fee, eService fee (Rs. 1180/-), EMD fees and Submission of Bid Seal (Hash) of online Bids:

##### 5.1 **The online payment for Earnest Money Deposit (EMD) can be done using the secure electronic payment gateway looking into the EMD amount as mentioned below:**

Following payments are to be made by the bidder online through e-procurement portal.

- a) Tender document fee of Rs. 1,180/- and e-service charges of Rs.1,180/- (Total Rs. 2360/-).
- b) **Earnest Money Deposit (EMD): Earnest money of Rs.1,25,000/-**

The secure electronic payments gateway is an online interface between contractors and authorization networks.

The Interested bidder must submit the funds at least transaction + 1 day (t+1) in advance to the last date of respective tenders and make the payment via RTGS/NEFT/OTC to the beneficiary account no. as mentioned in the Challan.

##### 5.2 The bidders shall upload their technical offer containing documents, qualifying criteria, technical specification, schedule of deliveries, validity and all other terms and conditions except the rates (price bid). The bidders ensure that uploaded documents must be properly numbered and indexed.

The bidders shall quote the prices in price bid format in a specified template.

##### 5.3 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:-

1. If bidder fails to complete the Online Bid Preparation & Submission stage by the stipulated date and time, his/her bid will be not be considered.
2. 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>
3. 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 'System Requirement" to download the file. Help manual is available on 'Home Page' of the <https://etenders.hry.nic.in>

Executive Engineer/RE  
For Chief Engineer/DCRTPP,  
HPGCL, Yamunanagar

**SCHEDULE- 'B'**  
**GENERAL INSTRUCTIONS TO TENDERERS**  
**(Referred to in Regulation 7.1)**

The following instructions must be carefully observed by all tenderers. Offer/Tenders not strictly in accordance with instructions will be liable to rejection.

1.	The Tender must be on the prescribed tender form and complete in all respects.
2.	The bidders shall upload their technical offer containing documents, qualifying requirements, and all other terms and conditions except the rates (price bid) in Technical template. The bidders shall quote the prices in price bid format in a commercial template.
3.	The bidders are strictly advised to follow date and time as indicated in the online Notice Inviting Tenders (NIT). 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 (NIT).
4.	The tenders will be opened electronically on the e-procurement portal using DSCs on the date and time prescribed in the notice inviting tenders. In case the date of opening falls on a holiday or a holiday is subsequently declared on that date, the tenders will be opened on the next working day following the holiday at the same time.
5.	All Tenders/Offer will be regarded as constituting as offer or offers open to acceptance in whole or in part until the last date of validity as prescribed in the Notice Inviting Tenders or as indicated by the tenderer in the tender/offer, whichever be later.
6.	In this Tender, the Service Charge as % of the wages may be quoted by the tenderer for the complete category of manpower to be supplied and which shall be evaluated for complete manpower to be supplied.
7.	Tenderer should specifically mention the period of validity of tender/offer. The validity of the quotation should not be less than the period as specified in Notice Inviting Tender/Tender Document.
8.	The online payment for Earnest Money Deposit (EMD) can be done using the secure electronic payment gateway looking into the EMD amount as mentioned below:  Following payments are to be made by the bidder online through e-procurement portal.  a) Tender document fee of Rs. 1,180/- and e-service charges of Rs. 1,180/- (Total Rs. 2360/-). b) <b>Earnest Money Deposit (EMD): Rs. 1,25,000/-</b>
9.	The Bank Charges, if any, will be to the account of the tenderer
10.	No claims shall be against the Corporation either in respect to interest if any due on the Security Deposit/Earnest Money or its depreciation in value.
11.	The purchaser reserves the right to reject to any or all tenders received without assigning any reasons
12.	The validity of the quotation should not be less than the period as specified in Notice Inviting Tender/Tender documents
13.	The tenders/quotation should be addressed to the Chief Engineer/DCRTPP, HPGCL, Yamunanagar, where these shall be opened online on the prescribed date and time indicated in the NIT.
14.	Only such a tender shall be considered "Valid tender where the tenderer has in accordance with the above regulations remitted the requisite amount of earnest money.
15.	Tenders not submitted on prescribed form will be liable to be rejected.
16.	The post tender offers or communications received from the suppliers/contractors etc. which effect the quoted and equivalent rates there by changing the merit position of the tenders shall not be entertained.
17.	The purchase/ contract will come into existence on the day the purchaser posts acceptance to the supplier offer through post or email. The date of posting the letter/ email will be the date of agreement and the contractual obligation of the service provider will commence from that very date. The supplier will have no right to revoke his offer after the purchaser has posted/ emailed his acceptance in the aforesaid manner.
18.	In the event of a firm not favoring the delivery commitment of the previous contracts this fact will weight against the firm tendering against a subsequent enquiry and be treated as disability. Before issue of the letter of Intent/ Award of placing the order, the previous order should be fully discharged or a reliable under taking should be given that it would be done within a reasonable period and within a scope of the previous contracts, if the firm decline to give this undertaking it would be considered ineligible for competing against any subsequent or and the order would automatically pass on the next lower firm.

Signature of Bidder  
Complete Address (Rubber Stamp)



## CONDITIONS OF CONTRACT

### **1. Definitions and Interpretations**

#### **1.1 Definitions**

In the contract (as herein after defined), the following words and expressions shall have the meanings hereby assigned to them:

- 1.1.1 “Commencement Date” means the date of signing of contract.
- 1.1.2 “Conditions” means Conditions of Contract.
- 1.1.3 “Contract” means agreement between the Employer and the Service Provider for the deployment of skilled/ unskilled man power incorporating conditions, Service Provider’s price and other completed schedule, bid, Letter of Award and such further documents as may be expressly incorporated in the letter of award.
- 1.1.4 “Contract Agreement” means the document recording the terms of the contract between the Employer and the Service Provider.
- 1.1.5 “Contract Price” means the sum stated in the letter of Award as payable to the Service Provider for execution and commissioning of the works and adjusted, after optimization, on the basis provided in the contract. It shall be the sum total of the entire amount entered by the Service Provider in the schedule of prices.
- 1.1.6 “Service Provider” means the person who’s Bid has been accepted by the Employer
- 1.1.7 “Service Provider Risk” means the risk defined in pursuant with corresponding clause.
- 1.1.8 “Employer/ Owner” means the HARYANA POWER GENERATION CORPORATION LIMITED (HPGCL)
- 1.1.9 “Force Majeure” has the meaning assigned to it under in pursuant with corresponding clause.
- 1.1.10 “Gross Misconduct” means any act or omission of the Service Provider in violation of the most elementary rules of diligence, which a conscientious Service Provider in the same position and under the same circumstances would have followed.
- 1.1.11 “Letter of Award” means the formal award by the Employer of the bid incorporating any adjustments or variations to the bid agreed between the Employer and the Service Provider.
- 1.1.12 “Performance Security” means the security to be provided by the Service Provider in pursuant with corresponding clause for the due performance of the contract.
- 1.1.13 “Site” means the place or places, where service is to be provided by the Service Provider .
- 1.1.14 “Sub- Service Provider” means any person (other than the Service Provider) named in the contract for any part of the works or any person to whom any part

of the contract has been subcontracted with the consent of the Employer and the Sub - Service Provider's legal successors in title but not any assignee of the Sub-Service Provider.

1.1.15 "Performance Certificate" means the certificate to be given by the Employer to the Service Provider In pursuant with corresponding clause.

1.1.16 "Bid" means the Service Provider's priced offer to the Employer for the execution of the works.

1.1.17 "Government" means the Government of Haryana.

1.1.18 "Other Service Provider" means any party or parties having a direct contract with the Employer for the work outside the scope of this contract and shall include any sub Service Provider of this "other Service Provider."

1.1.19 "Engineers" shall mean the Chief Engineer concerned, HPGCL, Yamunanagar to act as "Empowered Officer", from time to time for the purpose of the contract.

## **1.2 Written Communication:-**

Wherever in the contract provision is made for communication to be "Written" or "in writing" this means any hand-written, type written or printed communication including telex, cable and facsimile transmission.

## **1.3 Periods.**

In these conditions "day" means calendar day, however, "working day" as used therein means all calendar days excluding Sunday and all legal holidays within India.

"Month and Year" and all dates shall be reckoned according to the Gregorian calendar.

## **2. Assignment**

2.1 The Service Provider shall not assign the contract or any part of his obligations under the contract.

## **3. Contract Documents**

### **3.1 Ruling Language**

Where versions of the contract are prepared in different languages, the English version shall prevail.

### **3.2 Day to Day communications**

The day to day communications shall be in English or Hindi language.

## **4. Obligations of the Service Provider**

### **4.1 General Obligations**

- i. The Service Provider shall, in accordance with the contract, with due care and diligence, shall supply the human resource as per the requirement of HPGCL.
- ii. The Service Provider shall be deemed to have carefully examined the bidding documents, the site and the existing installations, as applicable, and to have satisfied himself as to the nature and character of the work on which human resource to be deployed, the prevailing meteorological conditions as well as the

local uses and conditions and any other relevant matters and details.

- iii. Any information received from the Employer shall not in any way relieve the contractor from his responsibility for executing his work in terms of the contract including all details which may not have been specifically mentioned in the contract but are necessary for ensuring efficient execution of the installations of HPGCL.
- iv. On requisition of Chief Engineer/ DCRTTP, HPGCL, Yamunanagar the service provider will submit the list of workers eligible to be deployed on various sites/**offices as per sites requirement**. The qualification, experience and other requirements of a particular job position should be as per work order and rules, policy framed by the HPGCL from time to time.
- v. Proper record of the engaged worker database will be maintained by the service provider which will be submitted to the Chief Engineer/ DCRTTP, HPGCL, Yamunanagar on demand. The engaged worker database should provide the information about the profile of each worker deployed by the service provider along with the incumbency of the worker in the appropriate format to be mutually agreed between the service provider and HPGCL. The Service Provider shall certify regarding character antecedents of workers (as per attached Proforma **Annexure-III**) deputed for deployment in HPGCL.
- vi. The service provider should be a license holder under the contract regulation and abolition Act,1970 and will abide by all the applicable labour laws for example Payment of Wages Act, Engaged workers Provident fund Act, ESI etc. He will submit a monthly dossier with regard compliance of all statutory compliances as per the format enclosed along with documentary evidence of such compliances.
- vii. The shifting of manpower deployed by the service provider will be done after taking the Chief Engineer/DCRTTP, into confidence and for valid reasons to be recorded in writing.
- viii. The service provider will ensure that a strict discipline is observed by the staff deployed on the establishments/ sites of the HPGCL. However in case of unsatisfactory conduct and non-observance of discipline by any staff deployed by Service Provider, HPGCL reserve the right to ask for immediate replacement of such an engaged worker.
- ix. The service provider will ensure that the competent persons are deployed on HPGCL establishments/ sites, so that they can work with efficiency and chances of accident are avoided. The service provider will procure appropriate Group Insurance Cover of not less than insured value of Rs. 3.00 lacs per engaged worker as ex-gratia assistance to the completely dependent member of the indigent family of worker in case of death.
- x. Any liability arising because of deployment of skilled labour by the service provider due to the act of the service provider himself or due to the act of the staff deployed will be borne by the service provider.

## **5. Contract Agreement**

The Service Provider will have to execute a contract agreement with the HPGCL on prescribed Performa (Annexure-IV) on N.J.S.P. worth Rs. 100/- with

the Chief Engineer/ DCRTPP, HPGCL, Yamunanagar or any other officer nominated by him who will represent Principal Employer i.e. the Chief Engineer/ DCRTPP, HPGCL, Yamunanagar, within 15 days of the receipt of L.O.I. or award of work. The cost of the stamp paper shall be borne by the contractor.

## **6. Performance Guarantee**

6.1 The Service Provider shall furnish contract performance guarantee (s) for the proper fulfillment of the contract in the prescribed form within 15 days of "Notice of award of contract". The performance guarantee (s) shall be in the following manner.

6.2 Performance Guarantee by way of demand draft/Bank Guarantee equivalent to **Two month salary** including EPF, ESI, Service tax and all other components quoted in the bid document except premium of the number of persons deployed valid for **18 months** from the date of award of contract shall be furnished by the successful bidder immediately after the placement of order. No interest will be paid on this amount and the same will be released on completion of the contract on a demand raised by the Service Provider within 30 days of such request on the successful completion of contractual obligations on the part of Service Provider. This performance guarantee shall remain valid for entire contractual period. On the receipt report of DDO or on receipt of complaint, Chief Engineer/ DCRTPP, HPGCL, Yamunanagar, shall be the authorized person to get the B G en-cashed in the case of following defaults made by the Service Provider:

- I. If the Service Provider fails to submit Pay rolls by 3<sup>rd</sup> of every month to Executive Engineer/ WYC HE Project, HPGCL, Bhudkalan, Yamunanagar for verification to enable him submission to the Accounts Section by 7<sup>th</sup> of that month.
- II. If Service Provider has been found indulging in malpractices.
- III. If Service Provider fails to discharge statutory obligations of relevant provisions of the various Acts and Notifications issued by Govt. of India and Govt. of Haryana and of the contract.
- IV. If the Service Provider fails to deposit by 7<sup>th</sup> of every month the obligatory contribution of ESI, PF, Service Tax and other statutory fund in the name of the concerned workers who have been engaged.
- V. If the Service Provider violates the Tripartite Agreement executed between HPGCL, Service Provider and the Bank.
- VI. The Service Provider shall keep proper record and time sheets showing the wages paid to and the time worked by all workmen employed by him in and for the performance of the contract and shall produce such wages' books and time sheets on demand for inspection by any persons duly authorized by the Employer and shall furnish to the Employer such information relating to the wages and conditions of employment of such workmen as the Employer or his duly authorized representative may from time to time require.

6.3 The form of the performance Guarantee shall be as provided in **(Annexure-VI)** of this bidding document. In the event of any change in the contract price, the performance security shall be adjusted provided that such adjustment shall be subject to the approval of the Employer. The performance security shall be paid to the Employer on first demand without conditions or proof.

6.4 Further penalty of @ 0.35% per week or part thereof subject to maximum of 2% of the value of B.G. if the bank guarantee is not submitted within 15 days from the date of issue of LOA/LOI. If the bank guarantee is not submitted within 45 days from the date of issue of LOA/LOI the employer/Nigam reserve the right to cancel the LOA & initiate the action for allotment to L-2 firm at L-1 rates or below. However, before the expiry of above mentioned 45 days the contractor may seek approval for grant of additional 1 month (maximum) on the payment of the entire penalty amount for 45 days as mentioned above. The grant of 1 month will not entitle the firm to claim the extension of scheduled completion time.

## 7. **Period of Validity**

The performance security shall be valid until the Service Provider has successfully executed the work orders in accordance with the contract and has also discharged all statutory obligations of the contract and has also submitted the proof/certifications thereof issued by respective departments in respect of claims made by Service Provider.

## 8. **Contract Price**

### 8.1 **Sufficiency of Contract Price**

The Service Provider shall be deemed to have satisfied himself of and taken account of in his bid, all the conditions and circumstances of supplying human resource, contributions toward statutory obligations of EPF, ESI, Insurance, Maternity benefits, GST, duties, income tax etc affecting the contract price specifically.

- a. Payment as per 50 % of entry level pay of helpers in HPGCL + DA or DC rate applicable in Yamunanagar whichever is higher. **(As applicable at the time of payment of wages)**. In case of revision of DC rates, revised DC rates shall be paid from the date of applicability.
- b. Statutory liabilities of the Service Provider (including engaged workers share).
- c. Premium on govt. approved rates as per 'a' above
- d. Deduction of taxes at source as per laws for the time being in force.
- e. Any other component.
- f. Latest instruction/corporation policy will be applicable.

## 9. **TERMS OF PAYMENT**

The payment to the Service Provider for the performance of the works under the Contract will be made by the Owner as per the guidelines and conditions specified herein.

- a. The service provider will ensure that wages, allowances and other dues of the staff deployed by him are paid in time as per service agreement with them

and he will provide evidence of payment of dues of staff deployed in HPGCL in the manner agreed upon between the parties. All the dues of the engaged workers will be liquidated through “ESCROW ACCOUNT” in the following manner:-

- b. The Service Provider shall submit monthly payroll on the prescribed format attached at Annexure -VII on or before by 3<sup>rd</sup> of every month to Executive Engineer/RE, WYC HE Project, Bhudkalan for verification to enable him for submission to the Accounts Section by 7th of that month for reimbursement of payment, along with prescribed documents mentioned thereon.
- c. The payment of wages and other statutory benefits to workers shall be made as per detailed format by Service Provider through “ESCROW ACCOUNT operated under a Tripartite Agreement to be executed between HPGCL, Service Provider and the Bank specifying stakes of each party and payroll submitted by the Service Provider shall be forwarded to bank for making listed payments to stake holders.
- d. It is obligatory on the part of the Service Provider to open the account of all the workers in one bank where payment can be remitted by him through ESCROW ACCOUNT to the stake holders and to the obligatory contribution of ESI, PF, Service Tax and other statutory fund in the name of the concerned workers who have been engaged.
- e. ESCROW ACCOUNT will be operated at Panchkula for Corporate office, HPGCL and at Plant level i.e. Panipat, Hisar, Yamuna Nagar & Faridabad for respective Thermal Plants manpower requirements. This account will be opened by the successful bidder preferably at above specified location.

#### **10. DEDUCTION FROM CONTRACT PRICE**

All costs, damages or expenses which the Owner may have paid, for which under the Contract the Service Provider is liable, will be claimed by the Owner. All such claims shall be billed by the Owner to the Service Provider regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Service Provider to pay within Forty Five (45) days of the receipt of the corresponding bills and if not paid by the Service Provider within the said period, the owner may then deduct the amount, from any monies due or becoming due by him to the Service Provider under the Contract or may be recovered by actions of Law or otherwise.

#### **11. Service Provider’s Representative**

- i. The Service Provider shall, in addition to a project coordinator, employ one or more competent representatives to superintend the carrying out of the works on site. They shall be fluent in the language for day to day communications. At least one of the Service Provider’s competent representatives on each site shall be fluent in

speaking, writing, reading and understanding English.

- ii. Any instruction or notice which the Employer gives to the Service Provider's representatives shall be deemed to have been given to the Service Provider.

## **12. Safety Precautions**

The Service Provider shall ensure that persons deployed by him observe all applicable regulations regarding safety on the site.

## **13. Compliance with Statutes, Regulations.**

The Service Provider shall in all matters arising in the performances of the contract, comply in all respects with, give all notices and pay all fees required by the provisions of any national or state statute, ordinance or other law or any regulations or by law of any duly constituted authority.

The contract shall in all respects be construed and interpreted in accordance with the laws in force in India, including any such laws passed or made or coming into force during the period of the contract.

The Service Provider shall keep proper record and time sheets showing the wages paid to and the time worked by all workmen employed by him in and for the performance of the contract and shall produce such wages' books and time sheets on demand for inspection by any persons duly authorized by the Employer and shall furnish to the Employer such information relating to the wages and conditions of employment of such workmen as the Employer or his duly authorized representative may from time to time require.

The contractor will abide by all the conditions regarding policy for engaging /outsourcing of services of activities as laid down in State Government instructions no. 43/5/2001-IGSI dated 12.01.2011, instruction no. 28/25/2012-1B&C dated 23.08.2012 and instruction no. 43/5/2001-3GS-II dated 20.02.2014 and **latest instructions/amendments of Haryana govt /Corporation will be applicable.**

## **14. Restriction on Working Hours.**

- 14.1 Work shall be carried out on the Site normal working hours/shift or on the locally recognized days.
- 14.2 The Service Provider shall deploy only skilled engaged workers with experience of the particular type or work. No female labour shall be deployed after darkness. No person below the age of eighteen years shall be deployed. In case the Employer becomes liable to pay any wage or dues to the labour or any Government agency under provisions of the minimum wages act/ D.C. rate, workmen compensation Act, Contract Labour Regulation Abolition Act or any other law due to act of omission of the Service Provider, the Employer may make such payments and can recover the same from the Service Provider's bills.

## **15. Damages**

- i. The Service Provider shall make good the defects or damage as soon as practicable and at his own cost to match the original specification to the satisfaction of the

Employer in case loss is caused due to negligence of the engaged worker of the service provider.

- ii. In case of any loss to property of HPGCL takes place due to the negligence of contract staff of service provider, the liability to compensate for the loss shall be that of the Service Provider. The Service Provider shall ensure that the contract staffs found responsible for loss is withdrawn immediately and suitable replacement is provided. It is made clear that on three such events of negligence the contract can be terminated and the earnest money shall be forfeited. The Service Provider is also liable to face black listing if the contract is terminated under this clause.

## **16. Indemnity Bond**

The indemnity bond shall be furnished by the Service Provider before commencement of the contracts as per **Annexure-IV**.

## **17. Mitigation of loss or Damage**

In all cases the party claiming a breach of Contract or a right to be indemnified in accordance with the contract shall be obliged to take all reasonable measures to mitigate the loss or damage which has occurred or may occur.

## **18. Insurance**

### **18.1 Third Party Liability**

The Service Provider shall insure against liability to third parties for any death or personal injury and loss of or damage to any physical property including the property of the Employer

- (i) Such insurance shall be affected before the Service Provider begins any work on the Site.
- (ii) The Service Provider shall supply Undertaking on Non-Judicial Stamp Paper that in case of any mishap he shall be responsible for the payment of all type of compensation to the labour as per provision under various Acts such as workman compensation Act etc.

### **18.2 General Requirements of Insurance Policies**

The Service Provider shall: -

- a. Whenever required by the Employer, produce the policies or certificates of any insurance which he is required to effect under the contract together with receipts for the premiums.
- b. Effect all insurances for which he is responsible with an insurer and in terms approved by the Employer, and
- c. Make no material alterations to the terms of any insurance without the Employer's approval. If an insurer makes any material alteration to the terms the Service Provider shall forthwith notify the Employer, and
- d. In all respects comply with any conditions stipulated in the insurance policies, which he is required to place under the contract.

### **18.3 Remedies on the Service Provider's Failure to Insure**

If the Service Provider fails to produce evidence of insurance cover as stated in



pursuant to corresponding clause then the Employer may effect and keep in force such insurance. Premiums paid by the Employer for this purpose shall be deducted from the contract price.

## **19. General**

### **19.1 Termination for Employer's Convenience**

The Employer may at any time terminate the Contract for any reason by giving the Service Provider a notice of termination.

## **20. Force Majeure.**

### **20.1 Definition of Force Majeure**

Force Majeure means any circumstances beyond the control of the parties, including but not limited to:-

- a) War and other hostilities, (whether war be declared or not), invasion, act of foreign enemies. mobilization, requisition or embargo;
- b) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;
- c) Rebellion, revolution, insurrection, military or usurped power or civil war;
- d) Riot, commotion or disorder, except where solely restricted to engaged workers of the Service Provider.

### **20.2 Effect of force Majeure**

Neither party shall be considered to be in default or in breach of his obligations under the contract to the extent that performance of such obligations is prevented by any circumstances of Force Majeure which arise after the date of the Notification of Letter of Award.

### **20.3 Notice of Occurrence**

If either party considers that any circumstances of Force Majeure have occurred which may affect performance of his obligations he shall promptly notify the other party.

### **20.4 Performance to Continue**

Upon the occurrence of any circumstances of Force Majeure the Service Provider shall Endeavour to continue to perform his obligations under the contract so far as reasonably practicable. The Service Provider shall notify the

Employer of the steps he proposes to make including any reasonable alternative means for performance which is not prevented by Force Majeure. The Service Provider shall not take any such steps unless directed so to do by the Employer.

### **20.5 Additional Costs caused by Force Majeure**

If the Service Provider incurs additional costs in complying with the Employer's directions in pursuant to the relevant clause, the amount thereof shall be certified by the

Employer and added to the Contract price.

## **20.6 Termination in Consequence of Force Majeure**

If circumstances of Force Majeure have occurred and shall continue for a period of 180 days then, notwithstanding that the Service Provider may by reason thereof have been granted an extension of Time for completion of the works, either party shall be entitled to serve upon the other 30 days notice to terminate the contract. If at the expiry of the period of 30 days Force Majeure shall still continue the contract shall terminate.

## **21. Notice of Default**

If the Service Provider is not executing the works in accordance with the contract or is neglecting to perform his obligations there under so as seriously to affect the program for carrying out of the works, the Employer may give notice to the Service Provider requiring him to make good such failure or neglect.

### **21.1 Nature of Service Provider's Default**

If the Service Provider:-

- a) has failed to comply within a reasonable time with a notice in pursuant to corresponding clause or
- b) Assigns the contract or subcontracts the whole of the works
- c) Becomes bankrupt or insolvent, has a receiving order made against him or compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors or goes into liquidation.

The Employer may, after giving 15 days notice to the Service Provider, terminate the contract and expel the Service Provider from the site.

Any such expulsion and termination shall be without prejudice to any other rights or powers of the Employer, or the Service Provider under the contract.

The Employer may upon such termination outsource human resource himself or by any other Service Provider.

### **21.2 Statutory and other Regulations.**

The contract price shall be adjusted to take account of any increase or decrease in cost resulting from changes in legislation of the country.

Legislation means any law, order, regulation or by-law having the force of law, which affects the Service Provider in the performance of his obligations under the contract, made after the date of notification of award and its acceptance.

## **22. Notices**

### **22.1 Notice to Service Provider**

All certificates, notices or written order to be given to the Service Provider by the Employer under these conditions shall be sent by airmail post, cable, telex or facsimile transmission to or left at the Service Provider's principal place or business or such other address as the Service Provider shall notify for that purpose, or may be handed over to the Service Provider's representative.

### **22.2 Notices to Employer**

Any notice to be given to the Employer under these conditions shall be sent by airmail post, cable, telex or facsimile transmission to or left at the respective address notified for that purpose in the letter of award, or handed over to the Employer's representative authorized to receive it.

### **22.3 Minutes of Meetings.**

Instructions or notice to the Service Provider and notice from the Service Provider to the Employer record in a minute or protocol signed by the authorized representative of the given and of the recipient of such notice or instruction shall be valid notice or instruction for the purposes of the contract.

## **23. Settlement of Disputes**

**23.1** Any dispute (s) or difference (s) arising out of or in connection with the contract shall, to the extent possible, settled amicably between the parties.

**23.2** If any dispute or difference of any kind whatsoever shall arise between the owner and the Service Provider, arising out of the contract for the performance of the works whether during the progress for the works, or after its completion or whether before or after the termination abandonment or breach of the contract, it shall, in the first place, be referred to and settled by the Empowered Officer appointed by the owner, who, within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to the owner and the Service Provider.

**23.3** Unless as hereinafter provided, such decision in respect of any matter so referred shall be final and binding upon the parties until the completion of the works and shall forthwith be given effect to by the Service Provider who shall proceed with the works with all due diligence, whether he or the owner required arbitration as hereinafter provided or not.

**23.4** If after the Empowered Officer has given written notice of his decision to the parties, no claim to arbitration has been communicated to him by either party within party (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.

**23.5** In the event of the Empowered Officer failing to notify his decision as aforesaid within thirty (30) days after being requested aforesaid, or in the event of either the owner or the Service Provider being dissatisfied with any such decision, or within thirty (30) days after the expiry of the first mentioned period of thirty (30) days, as the case may be, either party may require that the matters in dispute be referred to arbitration as hereinafter provided.

## **24. Arbitration**

**24.1** All matter questions, disputes, differences and/or claims arising out of and/or concerning and/or in connections and/or in consequences or relating to this contract whether or not obligations of either or both parties under the 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 the MD, HPGCL, Panchkula. The award of the Arbitration shall be final

and binding on the parties to this contract.

24.2 The arbitrator may from time with the consent of parties to the contract enlarge the time for making the Award. The venue of 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.

24.3 The parties to the contract agree that cost of arbitration shall be as per the instructions of the Corporation issued/prevalent on the date of appointment of arbitrate tribunal.

24.4 Subject to aforementioned provisions, of the Arbitration and conciliation Act. 1996 and the Rules there under any statutory modifications thereof for the time being in force. Shall be deemed to apply to the Arbitration proceedings under the clause.

## **25. Taxation:**

25.1 The Service Provider shall be entirely responsible for payment of all taxes, duties, license fees etc. incurred until delivery of the contract supplied to the Employer.

25.2 The Service Provider shall be solely responsible for the taxes that may be levied on the Service Provider's persons or on earning of any of his engaged worker and shall hold the Employer indemnified and harmless against any claims that may be made against the Employer. The Employer does not take any responsibility whatsoever regarding taxes under income Tax Act, for the Service Provider or his person if it is obligatory under the provisions under the Indian Income Tax Act, deduction of Income Tax at source shall be made by the Employer.

## **26 QUANTITY VARIATION:**

The Empowered Officer of the Employer reserves the right to increase or decrease the man power requirement as per need.

## **27 Scrutiny of Qualification/ Credentials of Staff Provided**

The contractor, on demand, shall submit the qualification/ experience proof and other credentials to the Resident Engineer, WYC HE Project, Bhudkalan in original along with one set of photocopy.

## **28 Justification of Premium (Service Charges):-**

The contractor shall provide the justification of the premium quoted by him stating the details of expenditure to be incurred such as supervision, insurance, TDS, contractor's profit etc. etc. **In case quoted premium is less than 2% then the bids are liable to be rejected.**

29 The contractor shall share user ID and Password with DDO for monitoring of EPF/ESI of each personnel.

30 The contractor shall submit computer generated EPF Challan along with ECR report and proof of deposition of the same in Bank to DDO every month.

31 The contractor shall submit computer generated Challan of ESI along with all details of contribution with the monthly bill. Thereafter, the contractor will submit the receipt of ESI deposition in the Bank to DDO on monthly basis.

32 The contractor shall provide a list of each personnel stating their Bank Account, ESI/EPF etc. to the DDO at the time of signing the contract.

**33** Reservation while engaging contractual employee under part-II will be applicable as per the adoption of State Government Instruction issued vide letter memo no 22/104/2014-1GS111, dated:27.10.2017.

**34. Environmental Clause**

Contractor shall follow all the Environmental law issued by Pollution Control Board Haryana from time to time.

IN witness whereof, the parties hereto consent this agreement to be signed in their respective names as the day & year first above written.

Executive Engineer/RE  
For Chief Engineer/DCRTPP,  
HPGCL, Yamunanagar

## **INSTRUCTION TO BIDDERS PART-2**

### **1.1 SCOPE OF BID: -**

Chief Engineer/ DCRTTP, HPGCL, Yamunanagar, Haryana Power Generation Corporation Limited (HPGCL), (Haryana) hereinafter called 'HPGCL'/ 'Owner'/ 'the Employer' wishes to receive Bids from the service provider for deployment of appropriate skilled human resource in HPGCL as per detail below:

- 1.1 The detailed scope of works has been described in detail in Section-I of bidding documents.

### **1.2 WORK SCHEDULE**

- 1.2.1 The successful Bidder immediately after award of contract is required to execute and sign contract within 15 days of issue of Letter of Award (LOA). In case bidder does not sign the contract within the above stipulated period agreement, the owner/employer has right to forfeit the earnest money and consider the next eligible bidder for awarding work.

### **2.1 Pre-Qualifying Requirements for Bidders:**

- I. The tenderer/bidder shall be Contractor of Public Sector Undertakings of Central Govt./State Govt./SEBs/Corporations or any other reputed Thermal/ Hydel plant having carried out same/similar works (like ARCs/AMCs/Annual work contracts involving labour oriented works) and have other eligibility conditions as given below in the last 5 years ending on 31.12.2020:-
- a. Single order of the value not less than Rs. 49.65 Lakhs  
OR
  - b. Two orders of the value not less than Rs. 31.02 Lakhs  
OR
  - c. Three orders of the value not less than Rs. 24.82 Lakhs

The bidders must have average annual turnover in last three consecutive financial years ending 31.03.2020 not less than Rs. 62.05 Lakhs

Note: - a. In case where audited results for the last preceding financial years are not available for determining the average annual turnover, certification of financial statements from a practicing chartered accountant shall be considered acceptable.

b. The tender document of only those bidders shall be considered who fulfill the eligibility criteria and submit documentary evidence in support of the same with copy of performance certificate/repeat order from the same organization if any.

c. The firm should fill statement to bidders as per annexure-2 of General Terms & Conditions and submit authentic supporting documents for proving its credential. Original documents may be asked for verification at the time of finalizing the tender. A certificate to the effect that the tenderer is not black listed from any Public Sector undertakings of Central Govt./State Govt./SEBs/Corporations/any other reputed thermal/Hydel plant etc.

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

The contractor is registered under Contract Labour (Regulation & Abolition) Act, 1970 and possesses a valid Labour license issued by Labour Commissioner from Haryana before submission of tenders. License under renewal shall be considered for acceptance on merit and on production of documentary proof of application of renewal submitted to the Labour Commissioner.

## **2.2 Personnel Capability :**

The Bidder should have the management team to ensure smooth functioning of human resource supplied by him.

## **2.3 Bids may be submitted by one of the following:**

A Private Limited or Public Limited Company or Labour Cooperative Society or Firm that meets all the qualification requirements set forth in pursuant to relevant clause

- a) To be qualified for award, bidders shall provide evidence satisfactory to the employer of their capability and adequacy of resources to carry out the contract effectively. Bids shall include the following information: Copies of original documents defining the constitution or legal status, place of registration and principal place of business, power of attorney in favour of the signatory of the bid.
- b) Proof of total annual turnover of the last 3 years.
- c) List of Contracts executed as Prime Service Provider of similar nature over the last 3 years and details of other works in hand and contractual commitments.
- d) Reports on the financial standing of the bidder including profit and loss statements, audited balance sheets, credit reports of the last 3 years and an estimated financial projection for the next two years.
- e) Evidence of access to lines of credit and availability of other financial resources.
- f) Authority to seek information from the Bidder's banks on the format attached.
- g) Information regarding any current litigation in which the bidder is involved, the parties concerned and nature of dispute.

## **2.4 Black listing:-**

Only those firms who have not blacklisted by HPGCL/ HVPNL or any State/ Central Govt. Power Utility in India on the date of issuance of NIT, shall be entitled to submit the tenders. The Firm shall submit an affidavit of non-blacklisting on the non-judicial stamp paper of the appropriate value attested by Notary public.

## **3.1 ONE BID PER BIDDER**

Each bidder shall submit only one bid. A bidder who submits more than one bid will be disqualified.

## **4.0 AMENDMENT TO BIDDING DOCUMENT:**

4.1 At any time prior to the deadline for submission of bids, the Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a

prospective Bidder, modify the Bidding Document by amendment (s).

- 4.2 The amendment will be notified in writing or by telex or cable to all prospective Bidders which have received the Bidding Document at the address contained in the letter of request for issue of bidding document from the Bidders. Owner will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.
- 4.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Owner may, at its discretion, extend the deadline for the submission of bids.
- 4.4 Such amendments, clarifications, etc. shall be binding on bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

### **5.1 LANGUAGE OF BID**

- 5.1 The Bid prepared by the Bidder and all correspondence and documents relating to the bid, exchanged by the Bidder and the Owner, shall be written in the English language.

### **6.1 DOCUMENTS COMPRISING THE BID**

- I. The Service Provider should be a license holder under the Contract Regulation and Abolition Act, 1970 and being the principle employer complies with the provisions of all the labour laws vis. Minimum Wages Act, ESI, P.F., service tax, Maternity benefits etc. and ensure the compliance of the same. The Service Provider will submit the documentary evidence of the previous transactions and valid copy of certificate/registration, permits, permissions and license issued by the competent authority of the concerned department. Service provider shall ensure that all such permits/permission/Licenses etc. are duly renewed, valid before submission with Bid Document.
- II. The service provider will submit the list of workers eligible to be deployed on various substations. The qualification, experience and other requirements of a particular job position should be as per rules, policy framed by the HPGCL from time to time.
- III. The engaged worker data base having information about the profile of each worker to be deployed by the service provider along with the incumbency of the worker in the appropriate format and character antecedents of workers (as per attached Performa).
- IV. Prescribed Earnest Money to be deposited via RTGS/NEFT/OTC through online portal as per condition mentioned in the bidding document.
- V. The proof of satisfactory execution of similar contracts if any.
- VI. The bidder shall quote the prices in price bid format in a commercial template.

### **7.1 BID PRICE**

- 7.1 Price quoted for in the bid form and schedule of prices attached at **Annexure-I** shall be reasonable in the judgment of the employer. Under no circumstances, will a manifestly unbalanced bid be considered.



7.2 The bidder shall complete the bid form and appropriate price and other schedules furnished in the bidding documents, indicating the services to be provided.

7.3 The prices shall be quoted in Indian Rupees (INR) only. The Service Charges shall be quoted as % of the wages for the complete category of the manpower deployed by the tenderer.

## **8.1 BID VALIDITY**

8.1 Bids shall remain valid for 120 days from the date of opening bid Part I or for 90 days from the opening of Price bid Part II, whichever is later.

8.2 In exceptional circumstances, prior to expiry of the original bid validity period, the employer may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by cable. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension.

## **9.1 TAXES AND DUTIES:**

9.1 The work contract tax and other Taxes and Duties, Levies, service tax etc shall payable by the bidders in respect of contract shall be paid by him.

9.2 As regards the Income Tax, surcharge on Income Tax and other taxes including tax deduction at source, the Bidder shall be responsible for such payment to the concerned authorities within the prescribed period.

## **10.1 Earnest Money:**

10.1 Each tender shall be accompanied with requisite **Earnest Money Rs.1,25,000/-** which shall be deposited via RTGS/NEFT/OTC through online portal as per condition mentioned in the tender document. The amount deposited with the tender as Earnest Money shall be adjusted towards security deposit in case of successful bidder.

10.2 The employer shall reject any bid not accompanied by an acceptable Earnest Money.

10.3 The Earnest Money of unsuccessful bidders will be returned at the earliest, but not later than 30 days after the expiry of the period of bid validity. In case of successful bidder the amount deposited with the tender as Earnest Money shall be adjusted towards bid security.

10.4 The Earnest Money of the successful bidder will be returned when the bidder has signed the agreement and furnished the required performance security and security deposit.

10.5 The Earnest Money/security deposit may be forfeited

- a) If the bidder withdraws its bid except as provided in pursuant to relevant clause
- b) In case the successful bidder, if he fails within specified time limit to:
  - i) Sign the agreement
  - ii) Furnish the required performance security.
- c) In case, the bidder submits the fraudulent documents to get qualified.

- d) If the tenderer withdraws his tender at any stage during the currency of validity period.
- e) If the W.O. has been issued but the contractor refuses to comply with it irrespective of the fact that HPGCL sustains any loss on account of such default or not.
- f) In the event of a breach of contract in any manner.
- g) In case of evidence of cartel formation by the bidder(s).
- h) If the contractor fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the HPGCL to forfeit either in whole or in part, in its absolute discretion, the EMD/security deposit furnished by the contractor.
- i) The forfeiture of EMD/security deposit shall be without prejudice to the right of HPGCL to recover any further amount or any liquidated and/or other damages as admissible under the law, under-payments or over payments made to the contractor under this contract or any other contract as well as to take such administrative action against the contractor as blacklisting etc.

## **11. CONTRACT PERFORMANCE GUARANTEE:**

- 11.1 Within 15 days of receipt of letter of award from the owner, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Guarantee from a Scheduled Bank, in the form attached in Annexure-VI in favour of the Owner.
- 11.2 Performance Guarantee from a Scheduled Bank by way of demand draft/Bank Guarantee equivalent to two month salary of the number of persons deployed valid for **18 months** from the date of award of contract.
- 11.3 The guarantee amount of the Contract price shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications.
- 11.4 No interest will be paid on this amount and the same will be released on completion of the contract on a demand raised by the Service Provider within 30 days of such request on the successful completion of contractual obligations on the part of Service Provider
- 11.5 On the receipt report of DDO or on receipt of any complaint Chief Engineer/DCRTPP, HPGCL, Yamunanagar shall be the authorized person to get the Bank Guarantee en-cashed in case of following defaults made by the Service Provider:
  - I. If the Service Provider fails to submit Pay rolls every month by 3<sup>rd</sup> of every month to Executive Engineer/RE WYC HE Project, HPGCL, Bhudkalan, Yamunanagar for verification to enable him submission to the Accounts Section by 7th of that month.
  - II. If Service Provider has been found indulging in malpractices.
  - III. If Service Provider fails to discharge statutory obligations of relevant provisions of the various acts and notifications issued by Govt. of India and Govt. of Haryana and of the contract.

- IV. If the Service Provider fails to deposit by 7<sup>th</sup> of every month the obligatory contribution of ESI, PF, Service Tax and other statutory fund in the name of the concerned workers who have been engaged.
- V. If the Service Provider violate the Tripartite Agreement executed between HPGCL, Service Provider and the Bank.

If the Service Provider shall keep proper record and time sheets showing the wages paid to and the time worked by all workmen employed by him in and for the performance of the contract and shall produce such wages' books and time sheets on demand for inspection by any persons duly authorized by the Employer and shall furnish to the Employer such information relating to the wages and conditions of employment of such workmen as the Employer or his duly authorized representative may from time to time require.

## **12. BID SECURITY:**

The successful bidder on receipt of letter of Award shall have to deposit a sum of **Rs.5.00 Lac** as bid security. Earnest Money received with the bid document would be adjusted toward bid security. The bid security could be forfeited and shall be released as per the conditions laid for the performance guarantee pursuant to corresponding clauses of bid document above. Interest will be paid on the security deposit of **Rs. 5.00 Lac** on the successful completion of the contract equal to the base rate of SBI for 1 year loan prevailing on the date of award of the contract.

## **13. SIGNATURE OF BIDS:**

- 13.1 All the bidders intending to participate in the tenders processed online are required to get registered on the centralized e-Procurement Portal i.e. <https://haryanaeprocurement.gov.in>. The bidders are also required to have/obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities for submission and processing of the bids. Please visit the website for more details.
- 13.2 Bid by a Private Limited or a Public Limited company that meets all the qualification requirements set forth in pursuant to relevant clause. Or a public limited company must be furnished by the Director/ Authorized representative of company/firm as per detail elaborated at Sr. No.13.1.
- 13.3 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.
- 13.4 The Bidder's name stated on the proposal shall be the exact legal name of the firm.
- 13.5 Bids not conforming to the above requirements may be disqualified.

## **14.0 DEADLINE FOR SUBMISSION OF BIDS:**

- 14.1 The bidders should complete the online bid preparation and submission stage by the stipulated date and time, otherwise his/her bid will not be accepted. Bids submitted by telex/ telegram/e-mail will not be accepted. No request from any Bidder to the Owner to collect the proposals from airlines, cargo agents etc. shall be entertained

by the Owner.

14.2 Bids must be submitted online through e-Procurement portal.

14.3 The Owner may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of the Owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**15.0 LATE BIDS:**

15.1 Any bid received by the Owner after the time & date fixed or extended for submission of bids prescribed by the Owner, will be rejected and/or returned unopened to the Bidder.

**16.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

16.1 The Bidder may modify or withdraw its bid after the Bid's submission provided that written notice of the modification or withdrawal is received by the Owner prior to the deadline prescribed for submission of bids.

16.2 The Bidder's modification or withdrawal notice shall be prepared and submitted online in accordance with the provisions of relevant clause.

16.3 No bid may be modified subsequent to the deadline for submission of bids.

16.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/ modification of a bid during this interval may result in the forfeiture of its bid security.

**17.0 OPENING OF BIDS BY OWNER:**

17.1 The tenders will be opened electronically on the e-procurement portal using DSCs on the date and time prescribed in the notice inviting tenders. In case the date of opening falls on a holiday or a holiday is subsequently declared on that date, the tenders will be opened on next working day following the holiday at the same time.

17.2 No electronic recording devices will be permitted during the opening of bid as well as price bids.

**18.0 CLARIFICATION OF BIDS:**

18.1 To assist in the examination, evaluation and comparison of bids the Owner may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

**19.0 EXAMINATION OF BIDS:**

19.1 The Owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. The price bid of only those bidders will be opened whose bids are found technically & commercially acceptable.

19.2 The price furnished in various price schedules should be consistent with each other. In the case of any inconsistency in the price furnished in the specified price schedules, the owner shall be entitled to consider the lowest prices for the purpose of evaluation and award of contract. All arithmetical errors will be rectified on the basis of the unit price or total price (in figures or in words) whichever is more beneficial to the owner.

## **20.0 DEFINITIONS AND MEANINGS:**

For the purpose of the evaluation and comparison of bids, the following meanings and definition will apply.

'Bid Price' shall mean the base price quoted by each bidder in his proposal for the services of providing human resource as per the requirement of Haryana Power Generation Corporation Limited as defined in price schedules plus all statutory obligation of EPF, ESI etc. and all applicable Taxes and premium/service charges payable to the bidder.

## **21.0 COMPARISON OF BIDS:**

21.1 The bids shall be compared on the basis of total for the entire scope as given in Price Schedules.

21.2 The evaluated bid prices of all the bidders shall be compared among themselves and as a result of this comparison, the lowest bid emerging after negotiations in the Committee (constituted to finalize/ approve the proposal for outsourcing of manpower) will be selected for award of the contract.

21.3 The discount arising out of negotiation with the Committee (constituted to finalize/ approve the proposal for outsourcing of manpower) will be indicated in the price schedule.

21.4 If there is a tie between two or more firms, the committee may carry out lucky draw to decide the firm to whom the work shall be awarded.

## **22.0 CONTACTING THE OWNER:**

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/ rejection is made by the Owner to the Bidders. While the bids are under consideration, Bidders and/or their representatives or the interested parties are advised to refrain from contacting by any means, the Owner and/ or his engaged workers/ representative on matters related to the bids under consideration. The Owner, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the Bidders, in writing. Bidders will not be permitted to change the substance of the bids after the bids have been opened. Any effort by a bidder to influence the purchaser in any way may result in rejection of the bidder's bid.

## **23.0 AWARD CRITERIA:**

23.1 The Owner will conduct negotiation on the offered rates with the successful bidder,

whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the Contract satisfactorily. The Owner shall award the contract on the negotiated rates and the owner shall be the sole judge in this regard.

23.2 The rate negotiations could be held up to L3 bidder, if the difference between the L1 quoted rates and those quoted by L2 and L3 is within 5% of the L1 quoted rates. In case where the L1 bidder refuses to further reduce his offered price and the L2 or L3 bidders come forward to offer a price which is better than the price offered by L1 bidder, the bidder whose price is accepted becomes L1 bidder. However, in such a situation, the original L1 bidder shall be given one more opportunity to match the discounted price. In case of acceptance, he would be treated as L1 bidder.

23.3 Further, the Owner reserves the right to award contracts to two or more parties in line with the terms and conditions specified in the contract.

#### **24.0 OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

24.1 The Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Owner's action.

#### **25.0 LETTER OF AWARD:**

25.1 Prior to the expiry of the period of bid validity and extended validity period, if any, the Owner will notify the successful Bidder in writing by registered letter or by FAX, to be confirmed in writing by registered letter, that its bid has been accepted.

25.2 The notification of award will constitute the formation of the Contract.

25.3 Upon the successful Bidder's furnishing of performance guarantee in pursuant to relevant Clause the Owner will promptly notify each unsuccessful Bidder and will discharge its EMD, pursuant to corresponding clauses of bid document.

#### **26.0 SIGNING OF CONTRACT:**

26.1 Within Fifteen (15) days of the Notification of award the successful bidder shall, sign the contract agreement and submit required bid security & performance guarantee. In case successful bidder fails to do so the owner has right to reject his bid and can forfeit the earnest money beside next eligible bidder would be considered for award of contract.

#### **27.0 Disclosure of Operating Expenses:**

The contractor shall, along with the bid, separately furnish details of operating expenses which he expects to incur on monthly & yearly basis to fulfill obligations under the contract. The employer may reject the bid not accompanied by such details of operating expenses.

28. The Service Provider should have complete data base of the human resource to be

supplied by him including photograph, resumes, Identity Proof and the copy of the testimonials.

29. The service provider should have the management team to ensure smooth functioning of human resource supplied by him.

30. HPGCL reserves the right to short close the work order at any time during the period of the work order. HPGCL shall provide a notice of 15 days to the firm in this matter. The decision to short close shall be of HPGCL alone and the contractor shall have to abide by the decision.

31. **Submission of Bids:**

The bids will be submitted in two parts. Part-I shall comprise of Technical & Commercial bid and Part II shall comprise of Price Bid.

IN WITNESS WHEREOF, the Service Provider has hereunto set its hand through its authorized representative under the common seal of the Company, the day, month and year first above mentioned.

For and on behalf of

M/s .....

(Duly authorized to sign the tender on behalf of the Service Provider)

Name .....

Designation.....

Name of Co. ....

(in Block Letters)

**Price Bid**

Sr No	Description of Item	To be paid by Contractor to the persons to be deployed	Reimbursement by HPGCL to the contractor	Service Charges Of the Service Provider (Quotation of rate should be inclusive of all other component & obligations of the Service provider provided in the bid document and Deduction of taxes at source as per laws for the time being in force) Service Charge @ _____% of the wages as per State Govt. instructions dated 03.06.2014/ Corporation Instruction.
1	<b>A). Wages In Respect of the category of the person to be provided like</b> <b>i). Helpers</b> <b>B). Statutory liabilities of the contractor (Including employer share such as EPF, ESI, LWF etc. if any)</b> <b>C). GST number</b>	For item (A) : Payment as per 50% of entry level pay in first cell of pay matrix of helper + DA as applicable or DC rate applicable in Yamunanagar whichever is higher For item (B &C) : As applicable at the time of payment of wages (As per Govt. Notification)	For item (A) : Payment as per 50 % of entry level pay in first cell of pay matrix of helper + DA as applicable or DC rate applicable in Yamunanagar whichever is higher For item (B &C) : As applicable at the time of payment of wages (As per Govt. Notification)	

**Signature of the Service Provider.**



**PERFORMA OF LETTER OF UNDERTAKINGS  
(To be submitted by the bidder along with his Bid)  
(To be executed on non-judicial paper of requisite value)**

Ref: .....

Date: .....

To

CHIEF ENGINEER/DCRTPP,  
HARYANA POWER GENERATION CORPORATION LIMITED,  
Yamunanagar.

Dear Sir,

1. I\*/We\* have read and examined the following bid documents relating to the  
.....(full scope of work)
  - a) Notice Inviting Tender.
  - b) Instructions to bidders.
  - c) Conditions of Contract along with Annexure.
2. I\*/We\* Undertake hereby submit our Bid and to keep our Bid Valid for a period of 90 days from the date of opening of Price Bid and 120 days from the date of opening of bid, whichever is later. I\*/We\* hereby further undertake that during said period I/We shall not vary/alter or revoke my/our bid.

This undertaking is in consideration of HPGCL agreeing to open my Bid and consider and evaluate the same for the purpose of award of contract in terms of provisions of bidding documents.

Should this Bid be accepted, I/We also agree to abide by and fulfill all the terms, conditions of provision of the above mentioned bid documents.

Signature along with Seal of Co.

.....  
(Duly authorised to sign the tender on behalf of the Service Provider)

Name .....

Designation.....

Name of Co. ....  
(in Block Letters)

*WITNESS*  
Signature

.....  
Date & Postal Address

Date

.....

Name & Address .....

.....  
.....  
.....  
.....  
.....

Telegraphic Address

Telephone No. ....

Telex No.....

\*Strike out whichever is not applicable

**Annexure-III**

<b><u>CHARACTER ANTECEDANT :</u></b>				
1.	Name of Person			
2.	Father's Name			
3.	Permanent Home Address			
4.	Residential Home Address			
5.	Educational Qualification			
<b>Sr. No</b>	<b>Examination passed</b>	<b>%age of marks obtained</b>	<b>Name of the institution</b>	<b>Year of Passing</b>
6.	Nationality			
7.	Religion			
8.	Date of Birth			
9.	Mark of Identification.			
10.	Bank A/C No. & Detail			
11.	P.F A/C No. & Detail			
12.	GIS A/C No. & Detail			
13.	ESI A/C No & Detail			
14.	Pan No			
15.	Have you ever been convicted by the court for any offence? If so give detail.			
16.	GENGEAR/OBCSC/ST			

I further certify that the above information is true to the best of my knowledge & belief and nothing has been concealed therein.

**Signature of the  
worker.**

Certified that I have got above particulars verified through my own sources. I hereby stand guarantee about good conduct & behaviour of the workman.

**Signature of the Service  
Provider.**

**PROFORMA OF “AGREEMENT”  
(To be executed on non-Judicial stamp paper)**

This agreement made this ..... day of ..... Two thousand ..... between Haryana Power Generation Corporation Limited (hereinafter referred to as “Owner” or HPGCL which expression shall include its administrators, Company incorporated under the Companies Act, 1956) on the one part and ..... having its registered office at ..... (here in after referred to as the “Service Provider” or .....”X”..... name of the Contracting Company which expression shall include its administrators, successors, executors and permitted assigns) of the other part.

WHEREAS HPGCL is desirous of outsource skilled/ unskilled man power for HPGCL, ..... work invited bids from Service Providers, and whereas ..... ‘X’ ..... had participated in the above referred bidding vide their proposal No. .... Dated..... And awarded the contract to .....”X”..... on terms and conditions, documents referred to therein, which have been accepted by .....”X” .....resulting into a “contract”.

**NOW THEREFORE THIS DEED WITNESSETH AS UNDER.**

1.1 Article .....

1.2 Award of Contract .....

HPGCL has awarded the contract to .....”X”.....for the work of ..... on terms and conditions contained in its letter of award No. .... Dated ..... And the documents referred to there in. The award has taken effect from aforesaid letter of award. The terms and expressions used in this agreement shall have the same meaning as are assigned to them in the “Contract Documents” referred to in the succeeding article.

**2.1 CONTRACT DOCUMENTS**

The contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (herein after referred to as “Contract Documents”)

1. HPGCL bidding documents in respect of Invitation to Bid, Instructions to Bidders, Conditions of Contract and all other sections including all amendments vide its letter(s) No(s) ..... dated.....

ii) Agreed Minutes of the Meeting held on ..... between HPGCL and “X”.

iii) HPGCL’S letter of award No..... dated .....duly accepted by “X” and detailed award No.....dated.....

All the aforesaid contract documents shall form an integral part of this agreement, in so as the same or any part conform to the bidding documents (Vol-I & II) and what has been specifically agreed to by the owner in its letter of award. Any matter inconsistent therewith, contrary or repugnant there to or any deviations taken by the Service Provider in its “Bid Proposal”, but not agreed to specifically by the owner shall not form part of this agreement. For the sake of brevity this agreement along with its aforesaid contract documents shall be referred to as the “Agreement”.

**3.1 CONDITIONS AND COVENANTS**

3.2 The scope of the contract, consideration, terms of payment, taxes, wherever applicable, insurance, liquidated damages, performance guarantee and all other terms and conditions are contained in HPGCL’s letter of award No..... dated..... read in conjunction with other aforesaid contract documents. The contract shall be duly performed by the Service

Provider strictly and faithfully in accordance with the terms of the agreement.

3.3 The scope of work shall also include supply & installation of all such items which are not specifically mentioned in the contract documents, but which are needed for successful, efficient, safe and reliable operation of the equipment unless otherwise specifically excluded in the specifications under “exclusions” or Letter of Award.

**3.4 TIME SCHEDULE**

3.3.1 Time is the essence of the contract and schedules shall be strictly adhered to and “X” shall perform the work in accordance with the agreed schedule.

3.4 It is further agreed by the Service Provider that the Contract performance guarantee shall in no way be construed to limit or restrict the owner’s right to recover the damages/compensation due to short-fall in the equipment performance figures as stated above or under any other clause of the Agreement. The amount of damages/compensation shall be recoverable either by way of deduction from the contract price, contract performance guarantee and/or otherwise.

The contract performance guarantee furnished by the Service Provider is irrevocable and unconditional and the owner shall have the powers to invoke it notwithstanding any dispute or difference between the owner and the Service Provider pending before any court, tribunal, arbitrator or any other authority.

3.5 This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede any prior correspondence, terms and conditions contained in the agreement. Any modification of the agreement shall be effected only by a written instrument signed by the authorized representative of both the parties.

**4.0 SETTLEMENT OF DISPUTES**

It is specifically agreed by and between the parties that all the differences or disputes arising out of the Agreement or touching the subject matter of the Agreement shall be decided by the process of settlement & arbitration as specified in clause 24 the Conditions of Contract & of the provisions of the Indian Arbitration and Conciliation Act 1996 shall apply and Yamunanagar/ Jagadhari courts alone shall have exclusive jurisdiction over the same.

**4.1.1 NOTICE OF DEFAULT**

Notice of default given by either party to the other party under Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against acknowledgement or by telex or by registered mail with acknowledgement duly addressed to the signatories at the addresses mentioned herein above.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution where of has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at Yamunanagar.

Signed, sealed and Delivered by the

**FOR AND ON BEHALF OF HARYANA POER GENERATION CORPORATION LTD.**

NAME :

TITLE : CHIEF ENGINEER/DCRTPP, Yamunanagar.

IN THE PRESENCE OF

**FOR AND ON BEHALF OF THE SERVICE PROVIDER (NAME & ADDRESS OF THE FIRM)**

NAME :

TITLE :

IN THE PRESENCE OF

**Note:**



**PERFORMA OF INDEMNITY BOND TO BE EXECUTED BY THE SERVICE PROVIDER FOR THE EQUIPMENT HANDED OVER BY HPGCL FOR PERFORMANCE OF ITS CONTRACT**

**(Entire Equipment consignment in one lot) (On non-Judicial stamp paper of appropriate Value)**

**INDEMNITY BOND**

THIS INDEMNITY BOND is made this .....day of ..... 20..... by ..... a Company registered under the Companies Act, 1956/Partnership firm/proprietary concern having its Registered Office at .....(hereinafter called as 'Service Provider' or 'Obligor' which expression shall include its successors and permitted assigns) in favour of Haryana Power Generation Corporation Limited, \_\_\_\_\_ (hereinafter called HPGCL which expression shall include its successors and assigns).

WHEREAS HPGCL has awarded to the Service Provider a Contract for ..... vide its Letter of Award/Contract No. .... dated ..... and its Amendment No. ....and Amendment No. ....(applicable when amendments have been issued, hereinafter called the 'Contract') in terms of which HPGCL is required to hand over various Equipment to the Service Provider for execution of the Contract.

And WHEREAS by virtue of clause No16 of the said Contract, the Service Provider is required to execute an Indemnity Bond in favour of HPGCL for the  
NOW THEREFORE, This Indemnity Bond witnesseth as follows:

1. The Service Provider undertakes to keep HPGCL harmless against any loss or damage that may be caused to HPGCL on a/c of act by persons deployed by him.
2. The Service Provider undertakes that the Persons deployed shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and none part of the person shall be utilized for any other works or purpose whatsoever. It is clearly understood by the Service Provider that non-observance of the obligations under this Indemnity Bond by the Service Provider shall inter- alia constitute a criminal breach of trust on the part of Service Provider for all intents and purposes including legal/penal consequences.
3. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipment or the same or any part thereof is mis-utilised in any manner whatsoever, then the Service Provider hereby agrees that the decision of Engineer-in-Charge/Engineer of HPGCL at to assessment of loss or damage to the Equipment shall be final and binding on the Service Provider. The Service Provider binds itself and undertakes to replace the lost and/or damaged Equipment at its own cost and/or shall pay the amount of loss of HPGCL without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to HPGCL against the Service Provider under the contract and under this Indemnity Bond.
4. NOW THE CONDITION of this Bond is that if the Service Provider shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of HPGCL THEN, the Bond shall be void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the Service Provider has hereunto set its hand through its authorized representative under the common seal of the Company, the day, month and year first above mentioned.

Fore and on behalf of  
M/s .....

WITNESS

		Signature
1.	1. Signature .....	.....
	2. Name .....	Name .....
		Designation
	3. Address .....	.....
	.....	Authorized representative
1.	1. Signature .....	
	2. Name .....	(Common Seal)
	3. Address .....	(In case of Company)
	.....	

\* Indemnity Bonds are to be executed by the authorized person and (I) in case of contracting Company under common seal of the Company or (ii) having the Power of Attorney issue under common seal of the company with authority to execute Indemnity Bonds, (iii) In case of (ii), the original Power of Attorney if it is specifically for this contract or a Photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.

**PERFORMA OF BANK GUARANTEE FOR  
CONTRACT PERFORMANCE  
(To be stamped in accordance with stamp Act)**

Ref: ..... Bank Guarantee No.....  
Date: .....

To

Sr. Account Officer/DCRTPP,  
HARYANA POWER GENERATION CORPORATION LIMITED,  
Yamunanagar.

Dear Sir,

In consideration of HARYANA POWER GENERATION CORPORATION LIMITED, (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/Head office at..... (hereinafter referred to as the 'Service Provider' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Owner's letter of Award No. .... Dated .....and the same having been unequivocally accepted by the Service Provider, resulting into a contract bearing No. ....dated ..... Valued at ..... for ..... (scope of contract) and the Service Provider having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to ..... \* .....(%) .....per cent) of the said value of the Contract to the Owner.

We, ..... (Name and Address of the Bank)  
having its Head Office at ..... (hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all monies payable by the Service Provider to the extent of.....as aforesaid at any time upto..... (days/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Service Provider.

Any such demand may by the owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Service Provider or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.



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 extend the time for performance of the contract by the Service Provider. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Service Provider and to exercise the same at any time in any manner, and either to enforce or to for bear to enforce any covenants, contained or implied in the Contract between the Owner and the Service Provider or any other course or remedy or security available to the Owner. The bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of Owner of 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 a principal debtor, in the first instance without proceeding against the Service Provider and notwithstanding any security or other guarantee the Owner may have in relation to the Service Provider's liabilities.

Not with standing anything contained herein above our liability under this guarantee is restricted to ..... and it shall remain in force upto and including ..... And shall be extended from time to time for such period, as may be desired by M/s ..... on whose behalf this guarantee has been given.

Dated this .....day of.....20.....at.....

WITNESS

.....  
♦ (Signature)

.....  
(Signature)

.....  
♦ (Name)  
♦ (Official Address)

.....  
(Name)  
(Designation with Bank Stamp)

Attorney as per Power  
of Attorney No.....

Date : .....

NOTE :

1. The stamp papers of appropriate value shall be purchased in the name of issuing bank.

**PERFORMA OF EXTENSION OF BANK GUARANTEE**

Ref: ..... Date: .....

To  
Sr. Account Officer/DCRTPP,  
HARYANA POWER GENERATION CORPORATION LIMITED,  
Yamunanagar.

Dear Sir,

**Sub : Extension of Bank Guarantee No..... for Rs. .... favoring yourselves, expiring on ..... on account of M/s.....in respect of Contract No..... dated ..... (Hereinafter called original Bank Guarantee).**

At the request of M/s ....., We ..... Bank, branch office at ..... and having its Head Office at .....do hereby extend our liability under the above mentioned Guarantee No. .... Dated ..... for a further period of ..... Years/Months from .....to expire on ..... Except as provided above, all other terms and conditions of the original Bank Guarantee No. .... Dated ..... shall remain unaltered and binding.

Please treat this as an integral part of the original Bank Guarantee to which it would be attached.

Yours faithfully,

For .....  
Manager/Agent/Accountant  
Power of Attorney No. ....  
Dated .....

SEAL OF BANK

- **NOTE:** The non-judicial stamp paper of appropriate value shall be purchased in the name of the bank who has issued the Bank Guarantee.

**ANNEXURE-VII**

1. Name of Department .....

2. Name of Contractor .....

under Contract (Regulation & Abolition)  
Act, 1970

3. (a) License No. ....

(b) Validity expires on .....

4. MONTH

YEAR

No. of Emp	Name of Engaged workers	Skilled/un skilled worker	Amount of wages	Payment made vide cheque No./Account No of engaged worker	ESI code of Engaged workers	Amount deposited Ch. No			Engaged workers P.F. No	PF deposited Cheque No		
						Employers contribution	Engaged workers contribution	Challan No.		Employer's contribution	Engaged workers contribution	Challan No.

**DECLARATION**

I, \_\_\_\_\_ authorized Representative of M/s \_\_\_\_\_ do hereby solemnly declare that our firm M/s \_\_\_\_\_ has not been blacklisted by any State Government/Central Government or any Agency and that we shall be liable for consequences of wrong declaration.

Signature of the person  
Making declaration with  
seal of the Firm.

## GENERAL INSTRUCTIONS, TECHNICAL &amp; COMMERCIAL TERMS &amp; CONDITIONS

NIT No: \_\_\_\_\_

Sr. No.	Commercial Terms	Response
	The terms and conditions stated below shall supersede all relevant conditions, if any, contained in all tender documents.	AGREE
1.	Tenderer must carefully study the general terms and conditions before preparation of tender. All terms and conditions of NIT and Corrigendum shall be applicable.	AGREE
2.	The Bidders shall have to pay for the Tender documents, EMD Fees & e-Service Fee online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between contractors and online payment authorization networks. The Payment for Tender Document Fee and eService Fee can be made by eligible bidders/ suppliers online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT.	AGREE
3.	The tenders shall be submitted in two parts. Part-I shall consist of technical details and commercial terms and part-II shall consist of price bid only.	AGREE
4.	Detailed procedure for depositing earnest money, terms and conditions are contained in SOT/key dates & tender documents. Each tenderer is required to <b>sign by his authorized representative along with stamp</b> , these documents & upload the same along with tender.	AGREE
5.	The tenders should remain valid for 120 days from the date of opening of tender Part-I otherwise the same will not be accepted and rejected out-rightly.	AGREE
6.	The Corporation reserves the right to reject any or all the tenders received without assigning any reason.	AGREE
7.	The work will commence immediately after issue of detailed order by the Nigam and shall be completed as per schedule given by the Corporation.	AGREE
8.	This office reserves the right to allot the works to other eligible contractor(s) also who submitted his/their tender if he will be willing to execute the work on the rates tendered by L-1 bidder & accepted by this office.	AGREE
9.	Tender must bear signature of owner/sole proprietor and in case of registered firms, the firm should supply an attested copy of partnership deed and the legal power of attorney to sign the documents on behalf of the firm	AGREE
10.	The service provider should have a valid license issued by Labour commissioner from Haryana before submission of tenders. License under renewal shall be considered for acceptance on merit and on production of documentary proof of application of renewal submitted to the Labour commissioner.— <b>Past performance certificate of concerned employer as documentary proof be attached Please upload the document.</b>	AGREE
11.	The successful Bidder immediately after award of contract is required to execute and sign contract within 15 days of issue of Letter of Award (LOA). In case bidder does not sign the contract within the above stipulated period agreement, the owner/employer has right to forfeit the earnest money and consider the next eligible bidder for awarding work.	AGREE
12.	<b><u>Pre-Qualifying Requirements for Bidders:</u></b>  The tenderer/bidder shall be Contractor of Public Sector Undertakings of Central Govt./State Govt./SEBs/Corporations or any other reputed Thermal/ Hydel plant having carried out same/similar works (like ARCs/AMCs/Annual work contracts involving labour oriented works) and have other eligibility conditions as given below in	AGREE

	<p>the last 5 years ending on 31.12.2020:-</p> <p>Single order of the value not less than Rs. 49.65 Lakhs OR Two orders of the value not less than Rs. 31.02 Lakhs OR Three orders of the value not less than Rs. 24.82 Lakhs</p> <p>The bidders must have average annual turnover in last three consecutive financial years ending 31.03.2020 not less than Rs. 62.05 Lakhs</p> <p><b>Note:- a. In case where audited results for the last preceding financial years are not available for determining the average annual turnover, certification of financial statements from a practicing chartered accountant shall be considered acceptable.</b></p> <p><b>b. The tender document of only those bidders shall be considered who fulfill the eligibility criteria and submit documentary evidence in support of the same with copy of performance certificate/repeat order from the same organization.</b></p>	
13.	The Service Provider will submit the copy of registration certificate issued by the office of Provident Fund, ESI and GST number in the name his firm/company.	AGREE
14.	<b>PERSONNEL CAPABILITY:</b>	AGREE
	The Bidder should have the management team to ensure smooth functioning of human resource supplied by him.	AGREE
	<b>Bids may be submitted by one of the following:</b>	AGREE
	A Private Limited or Public Limited Companies or Labour Cooperative Societies or Firms that meets all the qualification requirements set forth in pursuant to relevant clause	AGREE
	To be qualified for award, bidders shall provide evidence satisfactory to the employer of their capability and adequacy of resources to carry out the contract effectively. Bids shall include the following information :	AGREE
	a) Copies of original documents defining the constitution or legal status, place of registration and principal place of business, power of attorney in favour of the signatory of the bid.	AGREE
	b) Proof of total annual turnover of the last 5 years.	AGREE
	c) List of Contracts executed as Prime Service Provider of similar nature over the last 5 years and details of other works in hand and contractual commitments.	AGREE
	d) The qualification and experience of personnel proposed to be employed for executing the contract.	AGREE
	e) Reports on the financial standing of the bidder including profit and loss statements, audited balance sheets, credit reports of the last 3 years and an estimated financial projection for the next two years.	AGREE
	f) Evidence of access to lines of credit and availability of other financial resources.	AGREE
	g) Authority to seek information from the Bidder's banks on the format attached.	AGREE
	h) Information regarding any current litigation in which the bidder is involved, the parties concerned and nature of dispute	AGREE
15.	Each bidder shall submit only one bid. A bidder who submits more than one bid will be disqualified	AGREE
16.	Bids shall remain valid for 120 days from the date of opening bid Part-I or for 90 days from the opening of Price bid Part II	AGREE

17.	In exceptional circumstances, prior to expiry of the original bid validity period, the employer may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by cable. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension	AGREE
18.	The work contract tax and other Taxes and Duties, Levies, service tax etc shall payable by the bidders in respect of contract shall be paid by him	AGREE
19.	As regards the Income Tax, surcharge on Income Tax and other taxes including tax deduction at source, the Bidder shall be responsible for such payment to the concerned authorities within the prescribed period.	AGREE
20.	Only those firms which have not been blacklisted by HPGCL/HVPL or any State/Central Govt. Power Utility in India on the date of issuance of NIT shall be entitled to submit the tenders. The firm shall submit an affidavit of non-blacklisting on the non-judicial stamp paper of the appropriate value attested by Notary public.	AGREE
21.	i. Undertaking for not changing of ownership in next two year of Rs.10 ii. Declaration for not black listed of Rs.10 iii. EPF No. & ESI No. vi. Pan No and GST no.	AGREE
22.	Undertaking for not changing of ownership in next two year	AGREE
23.	The bidder shall be financially sound and must not be anticipating any ownership change during the period from Bid submission to two years after Commercial operation.	AGREE
24.	Note: Each authorized representative of tender is required to sign by his along with stamp, these documents upload the same along with tender.	AGREE

<b>S. No.</b>	<b>Required Document per PQRs of NIT</b>
1	<p>The tenderer/bidder shall be Contractor of Public Sector Undertakings of Central Govt./State Govt./SEBs/Corporations or any other reputed Thermal/ Hydel plant having carried out same/similar works (like ARCs/AMCs/Annual work contracts involving labour oriented works) and have other eligibility conditions as given below in the last 5 years ending on 31.12.2020:-</p> <p>Single order of the value not less than Rs. 49.65 Lakhs OR Two orders of the value not less than Rs. 31.02 Lakhs OR Three orders of the value not less than Rs. 24.82 Lakhs</p>
2	<p>The bidders must have average annual turnover in last three consecutive financial years ending 31.03.2020 not less than Rs. 62.05 Lakhs</p>
3	<p>The Service provider will submit the copy of registration certificate issued by the office of Provident Fund, ESI and GST number in the name his firm/company.</p>
4	<p>The successful Bidder immediately after award of contract is required to execute and sign contract within 15 days of issue of Letter of Award (LOA). In case bidder does not sign the contract with in the above stipulated period agreement, the owner/employer has right to forfeit the earnest money and consider the next eligible bidder for awarding work.</p>
5	<p>The service provider should be a license holder under the contract regulation and abolition Act, 1970 and being the principle employer complies with the provisions of the all the labour laws vis. Minimum Wages Act, ESI, P.F., Maternity benefits etc. and ensure the compliance of the same.</p>
6	<p>The bidder shall be financially sound and must not be anticipating any ownership change during the period from Bid submission to two years after Commercial operation.</p>
7	<p>Blacklisting Undertaking</p>
8	<p>EMD</p>
9	<p>Terms and Conditions of NIT</p>