



DEEN BANDHU CHHOTU RAM THERMAL POWER PROJECT

YAMUNA NAGAR

(A Unit of Haryana Power Generation Corporation Ltd.)

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

TENDER DOCUMENTS

FOR

ARC of cleaning work of Boiler & its auxiliaries for Unit-I & Unit-II, 2x300 MW, DCRTTP, HPGCL, Yamuna Nagar.

EXECUTIVE ENGINEER BMD-II/DCRTTP.

DEEN BANDHU CHHOTU RAM THERMAL POWER PROJECT, HPGCL,

YAMUNA NAGAR

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NOTICE INVITING TENDER (E-TENDER).

Chief Engineer/DCRTPP, HPGCL, Yamuna Nagar invites short term e-tender in two parts from the reputed, registered and experienced firms for ARC of cleaning work of Boiler & its auxiliaries of Unit- I & II, 2x300 MW, DCRTPP, Yamuna Nagar.:-

NIT No.	Description	Period of contract	Tender Fee (Rs.) (Non-refundable)	EMD (Rs.)	e-service Fees (Rs.)	Last date of submission of Bids online
288/BM-03 /2025-26 Dated 18.09.2026	ARC of cleaning work of Boiler & its auxiliaries for Unit-I & Unit-II, 2x300 MW, DCRTPP, Yamuna Nagar	24 Months (May be extended by 3 month at same rates at the discretion of HPGCL)	1180/-	173800/- for contractors & 86,900/- for Cooperative Society &	1180 /-	28.09.2026

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

The Bidders can download the tender documents from the Haryana Engineering Works portal (<http://works.haryana.gov.in>) and E tender Portal (<https://etenders.hry.nic.in>).

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

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

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

Key Dates

Sr. No.	Department Stage	Tenderer's Stage	Start date and time	Expiry date and time
1.	Tender Authorization & Publishing	-		
	-	Downloading of Tender Documents, Bid Preparation & Bid submission	18.09.2026 16:00 Hrs	28.09.2026 13:00 Hrs
2	Last Date of EMD	28.09.2026		
3	Technical Opening (PART-I)	-	30.09.2026 13:00 Hrs	
4	Short listing of Technical bids & Opening of Financial Bid (PART-II)		Shall be intimated to the firms on their Email	

Executive Engineer/BMD-I,
For Chief Engineer/ DCRTPP,
HPGCL, Yamuna Nagar.

Instructions to bidder on Electronic Tendering System**1. Download of Tender Documents :**

The tender documents can be downloaded from the Haryana Engineering Works portal (<http://works.haryana.gov.in>) and E tender Portal (<https://etenders.hry.nic.in>). The bidder who does not have contractor ID on HEWP cannot participate in tendering process. The bidders who have contractor ID but have not registered on HEWP can participate in tendering process by paying the Earnest money through online payment on the portal.

2. Pre-requisites for online bidding:

In order to bid online on the Haryana Engineering Works portal (<http://works.haryana.gov.in>) and E tender Portal (<https://etenders.hry.nic.in>), the user machine must be updated with the latest Java. The link for downloading latest java applet is available on the Home page of the Portal.

3. Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the Haryana Engineering Works portal (<http://works.haryana.gov.in>) and E tender Portal (<https://etenders.hry.nic.in>)

4. Bid Preparation (Technical & Financial) Online Payment of Tender Document fee, e-Service Fee, EMD Fees of online Bids:

- i) The Bidders shall have to pay for the Tender documents, EMD Fees & e-Service Fee (Rs. 1180/-) online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between contractors and online payment authorization networks. The Payment for Tender Document Fee and eService Fee can be made by eligible bidders/ contractors online directly through **Debit Cards & Internet Banking Accounts** and the Payment for **EMD** can be made online directly through **RTGS / NEFT**. "The bidder who does not have contractor ID on HEWP cannot participate in tendering process. The bidders who have contractor ID but have not registered on HEWP can participate in tendering process by paying the Earnest money through online payment on the portal. Bidders who have contractor Id and are registered on HEWP and also have deposited one time deposit are eligible for participation in the tender by annexing bid specific Earnest Money Declaration Form generated from HEWP. The bidder who is registered as contractor with Haryana Government and is availing the exemption available for earnest money, shall upload bid specific Earnest Money Declaration form duly downloaded from HEWP."
- ii) The bidders shall upload their technical offer containing documents, qualifying criteria, technical specification and all other terms and conditions except the rates (price bid) The bidder shall quote the price in price bid.
- iii) The tender shall be opened on due date by Tender Opening Committee comprising of Executive Engineer/BMD-I, AEE/BMD-I and a representative of finance/ account department.
- iv) **Qualification of the Bidder**
- A) For works put to tender upto Rs. 25.00 Lacs, a valid Registration Certificate/contractor's id created on Haryana Engineering Works Portal. (No technical evaluation shall be carried out for this category). The intending bidders who are not registered are required to submit the following documents in place of Registration: Interested bidders who are not registered should upload the following documents at the time of bidding:

Mandatory Documents

- i. Proof of Constitution - Partnership deed (in case of the partnership firm registration); or Certificate of Incorporation (in case of Private limited company, public limited company, Public sector undertaking, Limited Liability Partnership, registration); or Any proof substantiating constitution (in the case of society, trust, AOP, Government department, local authority, statutory body registration.)
- ii. PAN Card
- iii. GST Certificate
- iv. Undertaking of Non-Blacklisting – (Certificate that contractor has not been blacklisted previously)
- v. Proof of immovable properties/self-certification that doesn't have any property
- vi. Cancelled Cheque / Proof of bank account
- vii. Proof of Address
- viii. Similar works experience for the category of registration

- ix. The applicant himself or his employee (at least one) should be a Diploma Holder Engineer (Civil/Electrical/Agri./Hort.) as applicable. Accordingly, self-declaration certificate of applicant and his employee along with copy of Diploma certificate is to be submitted.
- x. In case of registration for electrical works the applicant or the employee of the applicant should submit valid Wireman License from Chief Electrical Inspector, Haryana.

5. Key Dates

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

Sr. No.	Department Stage	Tenderer's Stage	Start date and time	Expiry date and time
1.	Tender Authorization & Publishing	-		
	-	Downloading of Tender Documents, Bid Preparation & Bid submission	18.09.2026 16:00 Hrs	28.09.2026 13:00 Hrs
2	Last Date of EMD	28.09.2026		
3	Technical Opening (PART-I)	-	30.09.2026 13:00 Hrs	
4	Short listing of Technical bids & Opening of Financial Bid (PART-II)		Shall be intimated to the firms on their Email	

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

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

6. If the tenders are cancelled or recalled on any grounds, the tender document fees & e-service fee will not be refunded to the firm.
7. Unless exempted specifically, tenders not accompanied with the prescribed EMD/ Cost of Tenders shall be rejected. EMD/Cost of Tender shall be in the prescribed mode of payment as asked in the NIT; otherwise, the tenders shall be liable to be rejected.
8. The bidder shall ensure that payment of earnest money shall be made at least 48 hrs prior of the closing time of submission of bid.
9. The bidder can revise his bid any number of times but only before last date of submission of bid. All previous quotes are deleted & only the latest price quoted shall be visible on date of opening of price bid.
10. The validity of the tender/ quotation should be at least for 120 days from the date of opening of price bid.
11. Negotiation will be held as per negotiation policy of HPGCL and amendment there of applicable from time to time.
12. The bidders / contractors shall observe the highest standards of ethics during the submission of tender, procurement and execution of the contract. In case of evidence of cartel formation by the bidder(s), EMD is liable to be forfeited.
13. The bidder shall bear all costs associated with the preparation and submission of his bid, and HPGCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
14. Chief Engineer, DCRTTP, HPGCL, Yamunanagar reserves the right to cancel the NIT or to change qualifying requirement or to reject any or all the tenders so received without assigning any reason.
15. **Preliminary Information for bidders** :
 - a) Registration of bidders on e-Procurement Portal:-
All the bidders intending to participate in the tenders processed online are required to get registered on Haryana Engineering Works portal (<http://works.haryana.gov.in>) and E tender Portal (<https://etenders.hry.nic.in>). Please visit the website for more details.

- b) Obtaining a Digital Certificate:
- i) The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
 - ii) A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – Haryana Engineering Works portal (<http://works.haryana.gov.in>) and E tender Portal (<https://etenders.hry.nic.in>).

The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from: For queries on Tenders please visit Haryana Engineering Works portal (<http://works.haryana.gov.in>) and E tender Portal (<https://etenders.hry.nic.in>).

Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt the data and sign the hash during the stage of bid preparation & hash submission. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised **to keep a backup of the certificate** and also keep the copies at safe place under proper security (for its use in case of emergencies).

- iii) In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- iv) In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
- v) The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.
- vi) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the Haryana Engineering Works portal (<http://works.haryana.gov.in>) and E tender Portal (<https://etenders.hry.nic.in>).
- vii) For help manual please refer to the 'Home Page' of the Haryana Engineering Works portal (<http://works.haryana.gov.in>) and E tender Portal (<https://etenders.hry.nic.in>).
- viii) Before submitting tenders the instructions may be read carefully regarding submission of tender. If any bidder finds discrepancies or omissions in the tender documents or is in doubt as to the true meaning of any part, he shall clarify same from tender issuing office in writing before the due date and time of submission of the bid.

Executive Engineer/BMD-I
For Chief Engineer, DCRTTP,
HPGCL, Yamuna Nagar

INSTRUCTIONS TO THE BIDDERS (REGARDING ARC)**Pre Qualifying Requirements (PQRs)/Eligibility Conditions for the tenderers:-****1. A) The bids will be accepted from those reputed firms who fulfill following qualifying criteria:-**

The bidders must have minimum 1-year experience of cleaning work in areas of Boiler/Turbine/Switchyard/Coal Handling Plant in any Thermal Power Station of HPGCL/NTPC/any SEBs/PSUs/any corporation / Central Govt. / State Govt. / Semi Govt./ Private Thermal Power Plant.

AND

Having average annual turnover and other eligibility conditions as given below:-

The bidders must have successfully executed the work order(s) for the same or similar item(s)/work(s) during last 7-years ending last day of the month previous to the month in which applications are invited and having minimum order value including GST as under:

- i) Single order of the value not less than **Rs.33,87,370/- (80% of the EC)or**
- ii) Or Two work orders of the value not less than **Rs.21,17,106/- (50% of the EC)Each or**
- iii) Or three work orders of the value not less than **Rs.16,93,685/- (40% of the EC) Each.**

Note:-

- 1. In case of ARCs / AMCs of works / supply of more than one year, estimated cost for the purpose of above eligibility criteria shall be taken for First 12 months only. The criteria will not be applicable in case of less than 12 months contract where the minimum value of the order shall be required according to estimated cost of such work.
- 2. Similarly if the bidder has a supply/work order for a period of more than one year, the period and the proportionate value of the order which have been completed prior to the month in which application are invited (Duly supported by successful completion/ execution certificate for the such period/value) shall be taken into consideration for assessing the eligibility criteria.

B) Turnover

Bidders must have average annual turnover in last 3-consecutive financial years ended prior to the financial year in which the applications are invited shall not be less than **Rs.42,34,213/-**.

Note:-

- 1. Average annual turnover = Sum of the annual turnover (ATO) of preceding 3 years /3 (As per audited accounts)
- 2. $ATO = EC \times 12 / CP$
ATO = Annual Turnover
EC = Estimated cost
CP = Job Completion in months (Contract Period)
- 3. Other Income shall not be considered for arriving at Annual turnover.
- 4. In case where audited result for the last preceding financial are not available for determining the average annual turnover, certification of financial statements from a practicing chartered accountant shall be considered acceptable
- 5. In addition to above minimum capacity of thermal power station/Unit shall be considered **110 MW** or above.

C) The tender documents of only those bidders shall be considered who fulfill the eligibility criteria and submit documentary evidences in support of the same along with copy of performance certificate/repeat order from the same organization if any.**D) Eligibility of the black listed firms to participate in NIT:**

The firms who have been blacklisted by HPGCL or any other Centre or State Power Utility/Board or Corporation/ or any other Thermal/Hydro Elect. Project shall not be eligible to bid against the NIT of HPGCL, However;

- (i) In case the blacklisting of the firm is for a specific plant and not for the organization as a whole then such blacklisting will not tantamount to ineligibility of the bidder.
- (ii) Blacklisting of the firm by any unit of the HPGCL shall be considered as ineligibility of the firm at any other project of HPGCL.
- (iii) In case any firm was blacklisted for a limited period in past by any organization and presently such blacklisting has removed by such organization then it will not tantamount to ineligibility of the bidder.
- (iv) Firm has to certify itself for its eligibility with supporting documents to participate in the NIT stating that it has not been blacklisted by any organization presently, however in case at a later stage such certification found wrong then it will lead to misrepresentation of the facts and the firm shall be treated as blacklisted on this ground and action shall be taken as per HPGCL regulation.

E) 1. The contractor is registered under Contract Labour (Regulation & Abolition) Act, 1970 and possesses a valid labour licence for deploying the workers on the work or will obtain the same within 15 days of issuance of work order.

2. The Firms should have a valid Labour license, if not; the firm will give the undertaking that the license will be submitted immediately after award of the work.
3. The firm should have own income Tax No., PAN No., EPF code registration No. & GST Number.

4. INSTRUCTION REGARDING GST CERTIFICATIONS:-

Stage-I: Floating of Notice Inviting Tender (NIT)

- It shall be ensured that the prospective bidders to submit copy of Registration Certificate under GST Act.
- The following undertakings (on the letter head of contractor) to be made part of mandatory documents to be submitted by all the bidders:
 - 1.1 GST registration is valid as on date.
 - 1.2 No default has ever been made by bidder in filing the various GST returns and deposit of GST dues with the department.
 - 1.3 Bidders having multiple registrations under GST will submit undertaking for each & every GST number. A default under a GST number even if the GST number pertains to some other state, will make the contractor ineligible to participate in tender.
In addition, the contractor will also submit the following undertakings in addition to above immediately after issue of work order with submission of each & every bill unless mentioned otherwise:
 - 1.4 Undertakings mentioned at 1.1, 1.2 and 1.3.
 - 1.5 A CA certificate regarding validity of GST registration will be submitted every six months during the tenure of contract.
 - 1.6 Contractor will submit copies of GSTR I and GSTR 3B/challans as evidence to deposit of GST with certification that GST collected from HPGCL, to be specified in exact rupees, has been paid to Govt. vide this challan (specifying the challan no. & date of deposit) and returns filed (date of filing of return) includes the transaction of services to HPGCL.
 - 1.7 Contractor will inform immediately the HPGCL about initiation of any proceeding (if any) against him under the GST laws which may result in suspension or cancellation of GST number of the contractor.
 - 1.8 Undertaking to indemnify the HPGCL in case of any financial implication on HPGCL due to non-compliance of prescribed obligation under the GST Law on part of the Contractor.
 - 1.9 In case of ARCs/AMCs having duration above one year copies of GSTR 1, GSTR 2A and GSTR 3B along with copies of invoices raised to HPGCL, duly reconciled with three returns to be submitted on quarterly basis.

Stage-II Scrutiny of bids- (to be followed by bid screening committee)

- The GST registration status of contractors will be verified from the official website www.gst.gov.in
- The address of contractor, the place from which supplies will be made or the invoice will be raised mentioned in bid document should match with the GST registration number on the departments website. In case contractor is having multiple GST registration numbers, executive to ensure that GST number linked to place of contractor should be submitted to HPGCL.
- Filing status of following returns will be verified that the returns are being filed by contractor within due dates:

Return	Periodicity filing	Return for
GSTR1	Monthly	Outward supplies
GSTR2A	Monthly	Its auto populated on GST Portal on the basis of GSTR1
GSTR3B	Monthly	Payment of GST
GSTR9	Yearly	Compilation of outward and inward supplies, made during the FY
GSTR9C	Yearly	Analytical statement on GST returns certified by GST Auditor

- Verify that the undertakings as specified in NIT have been submitted by bidders. Failure to submit unconditional undertakings will render the bidder to ineligible at technical stager of evaluation itself.

Stage III: Award of contract / issue of WO – (to be followed by executive wing.)

- Work order to specify that in case of failure at the end of contractor regarding deposit of tax and in complying with conditions mentioned at Stage I & II, HPGCL will have right to recover the GST amount in default along with interest & penal amount and deposit the same directly with GST department on behalf of contractor to the credit of HPGCL.
- Contractor will undertake to immediately inform the HPGCL about any amendment in the GST certificate and to immediately submit the updated registration certificate.

Stage IV: Receipt of first invoice – (to be followed by executive and accounts wing)

- Executive wing to verify that the invoice is in performa as specified under GST laws (Section 31 to 34 of CGST Act read with rules 46 to 55A of the CGST rules deal with Tax invoice, credit notes and debit noted) with correct GST number of HPGCL so that no difficulty is faced by HPGCL while claiming input Tax Credit of GST due to incorrect GST

number and also to reconcile the GST number and address of contractor as per invoice with the GST number and address given in tender submitted by contractor and submit the duly verified invoice to accounts wing.

- After the implication of the E-invoice w.e.f. 01 Oct-2020 generation of e-invoice from common e-invoice portal for B2B supplies by person having aggregate annual turnover of more than Rs. 500 Crs has been made compulsory. And w.e.f. 01Jan 2021 Generation of E-invoice for GST supplies by person having aggregate turnover of more than Rs. 100 Crs has been made compulsory and w.e.f. 01.04.2021 generation of E-invoice for GST supplies by the person having aggregate turnover of more than Rs. 5 Crs is proposed to made compulsory. The nodal officer / Engineer-in-Charge of the contractor / appointed officer of the respective plant should demand from the contractor E-invoice containing the invoice reference number (IRN) and QR code. It is worthwhile to note any tax invoice including tax credit / Debit note issued by such notified person for B2B supplies without following the e-invoice procedure shall not be treated as a valid document.

- Obtain a undertaking from the contractor who are not generating e-invoice in following format:

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

Yours Truly,

For M/s

Authorized Signatory Name : Designation:

- Accounts wing to check Arithmetical Accuracy, Rate of GST charged & other calculations.
- In case there is difference in value of invoice due to deference in quantity or quality actually supplied GST will be applied on revised value of invoice.

Stage V: Receipt of IInd& subsequent invoice – (to be followed by Executive and Accounts wing)

- In addition to procedure mentioned in stage IV, following steps to be undertaken.
- All undertaking mentioned at stage I to be obtained & verified.
- GSTR 2A should be matched with amount of GST paid. In case the details are not there in GSTR2A, Issue needs to be taken up with contractor and GST consultant of HPGCL. Others: (to be Followed by Executive and accounts wings)
- EMD and Securities / Bank Guarantees taken by HPGCL may be refunded only after payment of GST by Contractor which was charged from HPGCL.
- In case any issue arises wrt failure by the firm in GST compliance all future payments to be put on hold after having consultation with HPGCL's GST consultant.

INSTRUCTIONS REGARDING TDS DEDUCTION:-

Any person making specified payments mentioned under the Income Tax Act are required to deduct TDS at the time of making such specified payment.

HPGCL as a deductor of tax:

- Any tax deducted from payment to any person is a liability of HPGCL and the Tax is to be deposited invariably on or before the due date by filling challan no. ITNS-281.
- Filling of TDS return is mandatory and the return should be filed on or before the due date. The Type of return to be filed is as under:

From Transaction to be reported

24Q TDS on Salaries

26Q TDS on all Payments except salaries

26QC TDS on Rent

- As per section 196 of Income Tax Act 1961, no deduction of tax shall be made by any person from any sums payable to Govt. (State & Central Govt.)
- As per Circular No. 18/2017, The Central Board of Direct Taxes (The Board) for Such entities whose income is unconditionally exempt under Section 10 of the Income – Tax Act (The Act) and who are also statutorily not required to file return of income as per section 139 of the act, there would be no requirement for tax deduction at source (TDS) from the payments made to them since their income is anyway exempted from tax under the Act.

HPGCL is in receipt of payment net of TDS:

- Payer to submit and undertaking that all the TDS pertaining to HPGCL will be deposited and return of TDS so deposited will be filed with in due time,
 - Staff to monthly monitor the form 26AS to ensure that the TDS deducted out of payment of HPGCL has been deposited to the PAN of HPGCL.
 - IN case TDS deducted is not updated in form 26AS after expiry of due date of filling of TDS return, issue needs to be taken up with the concerned party.
 - Staff to undertake periodic reconciliation of TDS as per 26AS and TDS as appearing in books.
 - TDS so deducted by other party should be claimed in Income Tax return of that financial year.
- 5. Disqualification of the Bidder:-**
- i) Even though the bidders meet the above Qualifying Criteria they are subject to be disqualified, if they have made misleading or false representations in the forms, statements and attachments submitted in the proof of the qualification requirements.
 - ii) The Bidders shall supply partnership deed in case of partnership firm / Memorandum of Association and Article of Association in case of a company.
 - iii) Not withstanding anything stated above Haryana Power Generation Corporation Ltd. reserves the right to assess the tenderer's capacity to perform the contract should the circumstances warrant such assessment in the overall interest of the Haryana Power Generation Corporation Ltd. In this regard the decision of corporation will be final.
- 6.** Conditions of the contract and other information can be had from the office of Executive Engineer/BMD-1, DCRTTP, HPGCL, Yamuna Nagar (Email ID: xenbmd.dcrtp@hpgcl.org.in), on any working day prior to last date of Downloading of Tender Documents & Bid Preparation
- 7.** The Tender Document can also be seen on HPGCL website www.hpgcl.org.in.
- 8.** Before submitting tenders the instructions may be read carefully regarding submission of tender. If any bidder finds discrepancies or omissions in the tender documents or is in doubt as to the true meaning of any part, he shall clarify same from tender issuing office in writing before the due date and time of submission of the bid
- 9.** The tenderer shall only be submitted on Haryana Engineering Works portal (<http://works.haryana.gov.in>) and the centralized e-Procurement Portal i.e. etenders.hry.nic.in
- 10.** The tenderers will quote their rates strictly as per details of price quoting sheet.
- 11.** Tenders through Fax / E-mail / telegraphic tenders shall not be considered. Incomplete, obscure or irregular tender is liable for rejection. If the tenderer deliberately gives wrong information in his tender, HPGCL reserves the right to reject such tender at any stage.
- 12.** All tenders received against open tender enquiry irrespective of whether they are from the approved Firms on the registered list or others, shall be considered, provided they are on the prescribed e-tendering process mentioned above.
- 13.** The validity of the tender/ quotation should be at least for 120 days from the date of opening of price bid.
- 14.** Negotiation will be held as per negotiation policy of HPGCL and amendment there of applicable from time to time.
- Note: Work will be given to L1 bidder mean overall L-1 i.e whose overall rates would be lowest.**
- 15.** The bidders are required to quote lump sum fixed rate for the entire period of the contract. The rates quoted shall remain FIRM during the contract period including extension period inclusive of all present & future levies, taxes, duties and any other tax levied by State/Central Govt. during the period. The tenderer's acceptance of this condition should be indicated along with the Bid. Ordinarily the deviation in terms shall not be considered.
- 16.** No deviation from the terms & conditions of tender shall be accepted. Once bidder submits the tender online, it is presumed that all the terms & conditions are accepted including payment terms.
- 17.** The bidders/contractors shall observe the highest standard of ethics during the submission of tender, procurement and execution of the contract. In case of evidence of cartel formation by the bidder(s), EMD is liable to be forfeited.
- 18.** The bidder shall bear all costs associated with the preparation and submission of his bid, and HPGCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 19. Opening of Tender:-**
- The tenders will be opened in the office of Executive Engineer/BMD-I, DCRTTP, HPGCL, Yamuna Nagar in the presence of authorized representative of the tenderers, if they so desire, at the time and date set for opening of tenders or in case any extension was given thereof on the extended tender opening date and time. Tenderer's authorized representatives (up to two persons) may attend the opening.
- a.** The Price Bid (PART-II of the tender) shall be opened after PART-I of the tenders have been scrutinized and evaluated. The tenderers whose PART-I have been approved, will be allowed to participate in opening of Price Bid (PART-II). The due date and time for opening of Price Bid (PART-II) shall be informed later on.

b. Earnest Money:-

The Tenderer shall deposit requisite Earnest Money along with the tender to ensure that the tenderer takes up the contract in right earnest. An EMD amounting to **Rs.173,800/- (Rs. One Lac Seventy Three Thousand & Eight Hundred only)** is applicable which is to be paid online through RTGS/NEFT.

- i) The tenderer shall deposit requisite earnest money before the closing time of submission of tender.
- ii) The EMD of the successful tenderer will be adjusted against security deposit in the event of placement of order. EMD of unsuccessful tenderer will be refunded on finalization of contract.
- iii) No interest shall be payable on Earnest Money Deposit.
- iv) HPGCL reserves the right to forfeit Earnest Money Deposit or part thereof in circumstances which may indicate that the contractor is not earnest in executing the contract. EMD shall also be forfeited in case the bidder does not come forward for execution of the contract agreements and submission of balance security deposit.
- v) If the tenderer withdraws his tender at any stage during the currency of his validity period, the earnest money shall be forfeited in full in such cases. .

The following are exempted from depositing the earnest money:

- i) Public Sector Undertakings of the Central / Haryana State Government.
 - ii) EMD Exemption for MSME firm is not applicable to "Service" Sector as directed by DS&D Haryana.
 - iii) **Relaxation in EMD shall be given to the only tenderer, if the firm is registered on HEWP portal and also paid the Security amount on HEWP through online payment mode. Firm has to submit documentary proof for EMD/ Security deposit specific Earnest Money Exemption Declaration Form generated from HEWP.**
 - iv) The bidders who have contractor ID but not submitted Security amount on HEWP through online payment mode. Firm can participate in tendering process by paying the Earnest money through online payment on the portal. Bidders who have contractor Id and are registered on HEWP and also have deposited one time deposit are eligible for participation in the tender by annexing bid specific Earnest Money Exemption Declaration Form generated from HEWP. The bidder who is registered as contractor with Haryana Government and is availing the exemption available for earnest money, shall upload bid specific Earnest Money Exemption Declaration form duly downloaded from HEWP."
 - v) MSME of Haryana based /any other states shall not be considered for exemption in EMD, Tender fee and E service fee.
- 20.** Chief Engineer, DCRTTP, HPGCL, Yamuna Nagar reserves the right to amend/ cancel the NIT or to change qualifying requirement or to reject any or all the tenders so received without assigning any reason.
- 21.** All the fields of Price bid shall be filled by the bidder.

Executive Engineer/BMD-I,
For Chief Engineer/ DCRTTP,
HPGCL, Yamuna Nagar.

SCOPE OF WORK: Part-A

Cleaning of boiler along with aux. & its surrounding area of Unit-I&II

Daily Cleaning of Boiler & its Auxiliaries (Ground floor and above zero meter to 60 meter elevation) & near flooring / platforms / pathways of various equipments which includes:-

1. Daily cleaning of Boiler area which includes:
 - a) Area below furnace i.e. around bottom ash hopper & Seal air fans.
 - b) Area around ID, FD & PA Fans.
 - c) Floors below various air & flue gas ducts up to Chimney.
 - d) Path ways in boiler area.
2. The cleaning work should be completed with the help of brooms, spades, kassies and spatulas etc. The ash/ garbage and rubbish will be collected at suitable place and which later on lifted by using tractor-trolley. Labour should be deployed in such a way that complete boiler area as mentioned above should remain clean. Contractor should deploy sufficient labour in general duty hours on all the working days of the week.
3. All pipe-laid trenches and drains in the above mentioned boiler area will be cleaned daily by taking out ash & mud and collecting it at suitable place for its further disposal by using tractor-trolley in the designated area.
4. The contractor shall further get all the areas in this scope cleaned with the help of air and water once in a week or as per requirement as directed by Engineer-in-charge.
5. Washing of floor as per requirement. Arrangement of water hose pipe with nozzle is in the scope of the contractor.
6. Contractor has to strictly follow the cleaning schedule as supplied by Engineer in-charge to keep the area neat and clean.
7. Regular cleaning of boiler platforms /structure /columns etc. including all floors up to the height of 66 meter & roof of pent house.
8. Regular cleaning of the platform near the APH's area.
9. Cleaning of fly ash / coal dust / debris from Primary hot /cold air ducts & Secondary hot/cold air ducts.
10. Bringing down the fly ash/garbage to zero meter level by suitable methods and dumping the same at the place as directed by the Engineer-in-Charge.
11. Cleaning also involves removing cobweb, bee-hives from all roofs and boiler structure.
12. Regular cleaning of platforms & nearby areas of ID Fans, FD Fans, PA Fans, Seal Air Fans, scanner air fans, APH's & their ducting and dampers.
13. Cleaning of suction / exhaust duct top area of FD & PA fans.
14. Regular cleaning of Flue Gas Ducts, cold air ducts & pipes etc.
15. Regular cleaning of roofs of ESPs and its various stairs & platforms, removing of cobweb, bee-hives etc.
16. Cleaning and handling of splashed fuel oil in boiler area, subsequent degreasing of various floors in any structure and equipment in boiler area.

Note:-

1. Any of the work relating to above scope not indicated but required to be carried out as per site requirement is deemed to be included and contractor shall accomplish the same at no extra cost.
2. The labour can be engaged in any other area on specific occasions as per the direction of Engineer-in-Charge.

SCOPE OF WORK: Part-B

Lifting & disposal of ash/garbage emptied from Boiler Area

1. Lifting and disposal of ash/garbage emptied from inside of various ducts during shut down/routine activities by means of tractor-trolley (provided by contractor itself) at prescribed site i.e. Ash Dyke Lapra (within the lead of 8-9 Km approx. outside the plant premises). The firm shall provide the weighing bridges receipt for claiming the lifting and disposal rates of ash in Dyke area and also take receiving of dumping of ash from security person posted at Lapra Ash Dyke.
2. Payment will be made on the basis of actual work done.

Note:-

1. Any of the work relating to above scope not indicated but required to be carried out as per site requirement is deemed to be included and contractor shall accomplish the same at no extra cost.
2. The labour can be engaged in any other area on specific occasions without any extra cost as per the direction of Engineer-in-charge.
3. The tractor-trolley (along with fuel) shall be in scope of contractor for lifting and disposal of ash/garbage. In case of Tractor trolley engaged by contractor then one out of minimum suggestive/adequate manpower must have valid driving license for tractor trolley.

Executive Engineer/BMD-I,
For Chief Engineer/ DCRTTP,
HPGCL, Yamuna Nagar.

GENERAL TERMS AND CONDITIONS OF CONTRACT

1) CONTRACT AGREEMENT

The contractor shall execute a contract agreement with HPGCL on a Non Judicial Stamp Paper of Rs.100/- within 10 days of receipt of work order. Cost of the stamp paper will be borne by the contractor. The person who has signed the tender papers should have got authority to sign on behalf of the contractor. If it is discovered at any time that the person so signing has no authority to do so, the HPGCL without prejudice to any other right or remedy available to it, may cancel the contract and get the work done from any other agency at risk and cost of the contractor. The contractor shall mean the contractor's legal representatives, successors and assigns.

2) RATE/CONTRACT PRICE

Rate shall be quoted by the bidder, strictly as per rate quoting sheet and the agreed contract price shall remain firm during the currency of the contract. Any statutory taxes/levies, if to be charged extra, should be clearly indicated by tenderer in their offer separately, failing which it will be presumed that the quoted prices are inclusive of all such statutory taxes/levies.

The firm will quote the service charges for Part-A on the minimum wages rates prescribed by the ministry of labour under minimum wages act 1948 & revised from time to time and anticipated increase in labour rates during pendency of contract.

3) EARNEST MONEY, SECURITY DEPOSIT & PBG

Every tenderer, while submitting his tender, shall deposit the earnest money specified in the NIT (**Rs.173,800/-**) can only be made online directly through RTGS / NEFT.

The earnest money furnished by the successful tenderer on whom the work order is placed shall be converted into security deposits as a guarantee for faithful and satisfactory execution of the work order.

(The EMD of the unqualified bidders will be returned without any interest, as promptly as possible, within 30 days after declaration of qualification result and that of unsuccessful bidder within 15 days of the execution of the contract with the selected bidder).

However, the EMD already deposited by the bidder shall be converted into the security deposit and adjusted & the balance amount shall be deducted from the running bill.

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

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

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

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

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

3 (A) PERFORMANCE BANK GUARANTEE

Unless agreed otherwise, Contractor shall submit bank guarantee for the nationalize bank equivalent to 10% of the contract value in the prescribed Performa valid up to one month after completion of contract period. (5% for cooperative labour and construction societies only)

4) PAYMENT TERMS

100% payment, after deducting 10% security deposit and statutory deductions, of the monthly running bill shall be made after satisfactory completion of work done.

5) MODE OF PAYMENT

Payment shall be released by the Sr. Accounts Officer/Accounts Officer, DCRTTP, Yamuna Nagar through RTGS/NEFT, in the ESCROW account of the contractor which shall be used by the contractor for payment of wages to the workers in their saving

account and other statutory obligations like EPF/ESI/etc. For payment through RTGS/NEFT, the contractor will open the requisite ESCROW account by a tripartite agreement with HPGCL and State Bank of India, within 7 days of issue of the work order and will intimate the complete bank details viz. Name of Bank/Branch, Account Number, Type of Account, IFSC Code etc, to Sr. Accounts Officer/Accounts Officer, No payment to the contractor shall be released other than in an ESCROW account opened for the purpose.

6) PERIOD OF CONTRACT

The period of contract shall be for two years from the date of issue of LOI/Work Order whichever is earlier and may be further extendable by another three months at same rates and terms & conditions at the sole discretion of HPGCL. Normally a notice of seven days shall be given for starting the job, but the contractor should be able to mobilize his resources within 24 hours, if necessity arises.

7) RISK AND COST

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

8) PENALTY/DEDUCTIONS

- a. If cleaning of equipment/site is not maintained properly then a penalty of Rs.3000/- per site per day of respective Unit will be deducted from the monthly bill exclusive of taxes and duties, if charged separately.
- b. If on any day, less manpower found in any cleaning team as per area defined then penalty of Rs. 2000/- per team per day will be levied on the contractor and there shall be no maximum ceiling.
- c. The successful contractor shall provide the Mobile Phone facility to his supervisor. The contractor shall intimate in writing the contact no. / Mobile No. immediately after the award of contract. However in case the Mobile phone provided by contractor is found switched off/out of range due to which Engineer-in-charge or his representative is unable to contact the supervisor then penalty of Rs.500/- per instance will be imposed on the contractor. This penalty will be over and above the penalty mentioned above.

9) DOCUMENTATION

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

- i) Contractor shall submit monthly bill in duplicate to the executive-in-charge along with the followings:
 - a) Monthly bill for the ARC work and in other cases bill for the work done, in duplicate. The bill should be on the contractor's bill book duly serially numbered and bearing date of issue, contractors EPF code, ESI code, GST number, PAN & TIN. A photo copy of the EPF code, ESI code, GST number, Labour license, Copy of PAN, TIN & Insurance of the worker shall be attached with the 1st running bill for reference and record.
 - b) Self-attested copy of the deposit challan of EPF & ESI contribution, labour welfare fund deposited by the contractor for the labour engaged for the work duly validated with dossier of workers and their account number in the appropriate prescribed Performa.
 - c) Self attested copy of the attendance sheet, wages register and evidence of wage payment.
- ii) The bill of the contractor along with the annexure submitted by the contractor at i above, should be approved and verified by the officer in-charge for gross value as well as net payable value and accompanied with the certificates/documents mentioned at iii and iv below.
- iii) Certificate from the Engineer in-charge that, a) Work has actually been done as per the contract and to the entire satisfaction of EIC. b) The copy of the EPF challan, ESI challan etc. submitted by the contractor pertains to the labour deployed at site and none of the worker has been excluded there from. c) The record entry of the work done has been taken in the small measurement book (SMB) at page no. _____ on dated _____. d) No penalty is leviable on the contractor on any account as per the contract if leviable the amount of penalty is _____. e) Copy of protocol and certificate for stage payment, if required.
- iv) Certificate from Labour Welfare Officer / Factory Manager stating that contractor has complied with all labour laws and safety clearance certificate from safety officer. In case of non availability of Labour Welfare Officer/Safety Officer, from EIC.

10) FORCE MAJEURE

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

- a. The delay is resulted from any causes arising out of compliance with regulations, orders or instructions of the Central or State Governments, acts of God, acts of Civil & Military authority, fires, floods, strikes, lock-outs, freight embargoes, war-risk riots and civil commotion.

- b. The contractor's request for extension of the delivery period along with all necessary evidence comes, before the expiry of the schedule date(s) of delivery.
- 11) IDLE LABOUR CHARGES**
- a) No idle labour charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour being rendered idle due to any cause.
- b) In case of non operation of the unit/units, due to any reasons, on the prior instruction of HPGCL, of at least 7 days and work/activity is not carried out:
- i) for up to one month, a deduction @ 35% payment of particular work will be made.
- ii) for more than one month, a deduction @ 50% payment of particular work will be made.
- 12) OVER RUN CHARGES**
- No overrun charges shall be paid in the event of the completion period being extended for any reasons.
- 13) WATCH & WARD**
- The watch and ward of T&P and other material will be the responsibility of the contractor.
- 14) FACILITIES TO BE ARRANGED BY CONTRACTOR**
- The contractor shall make his own arrangement for providing all facilities like lodging, boarding, furniture and transportation etc. for his supervisors/staff engaged by him for the job.
- 15) STATUTORY DEDUCTIONS**
- Statutory deduction on account of Income Tax, Works Tax & Sales Tax etc. including surcharge shall be made at source from the bills of the contractor at the prevailing rates.
- 16) FACTORY ACT/MINIMUM WAGES ACT/INSURANCE ACT/EPF ACT ETC.**
- Strict adherence of various applicable labour laws like the Factories Act, Minimum Wages Act, ESI Act, Payment of Wages Act, the Workman's Compensation Act, EPF Act, Contractor labour (Regulation & Abolition) Act, 1970 and all other statutory requirements as amended from time to time to the entire satisfaction of Central/State Govt. Authorities, shall be the responsibility of the Contractor and he shall have to make good loss, if any, suffered by HPGCL on account of default in this regard by the contractor. EPF/ESI contributions will be deposited by the contractor in his own EPF/ESI code no. in the respective account of the workers.
- 17) INSURANCE OF WORKERS**
- All the works shall be cover under ESI. The contractor will be solely responsible for any liability for his workers in respect of any accident, injury arising out and in course of contractor's employment. In case contractor workers are not covered under ESI, to meet his aforesaid obligation under the workmen Compensation Act, the contractor may obtain W.C. Policy from the Insurance Company for the persons employed by him for carrying out the work. The premium payable for the aforesaid Insurance Policy shall be borne by the contractor. The contractor shall ensure that the said Insurance Policy of this insurance cover is required to be submitted by the contractor to Engineer-in-Charge of work immediately after issue of LOI, but before the start of work.
- 18) SAFETY RULES**
- A Firm shall have to comply with all the provisions of safety rules. The Chief Safety Officer may impose penalty of Rs.200/- per day per head if the workers of contractor are found to be working carelessly without proper protective equipments in unsafe conditions. Against violation of any other clause, a penalty of Rs 500 /- per violation (minimum) shall be levied. In case of repeated violation of serious nature resulting in various serious accident or direct loss to the corporation/threatens to cause severe consequences, higher penalty rates may be imposed including suspension/ termination of the contract. If any action is initiated by Chief inspector of factories, Chandigarh or any other authority against occupier/factory manager or any other authority of HPGCL in case of any fatal/non fatal accident or any other violation of factory act, 1948, Pb. Hr. factory rules, 1952 or any other industrial or labour act, the contractor shall be liable for the same and also to deposit the amount of fine/penalty if any. In case of default action as deem fit shall be initiated against the contractor.
- A safety clearance certificate on monthly basis from the chief safety officer shall be obtained by the contractor and has to be attached along with the bill.
- This office reserves the right to claim adequate compensation from the contractor on account of any damage caused to the plant & equipment handed over to him for execution of the work, due to careless handling or negligence on the part of the contractor.
- 19) ARBITRATION**
- Prevailing guidelines/instructions as issued by Govt. of Haryana/HPGCL.
- 20) LAWS GOVERNING CONTRACTS**
- All contracts shall be governed by the laws of India for the time being in force respective of the place of delivery, place of performance or place of payment under a contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.

21) JURISDICTION

All legal proceedings in connection with contract shall be subject to the territorial jurisdiction of local court at Yamuna Nagar (Haryana).

22) SET OFF

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

23) SUBLETTING AND ASSIGNMENT

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

24) AUTHORIZED REPRESENTATIVE

The firm will intimate (in writing) the name of authorized representative at site to whom necessary instructions regarding the works can be imparted and who will make correspondence regarding contract related issues. The signatures of the aforesaid authorized representative shall be got attested from first class magistrate or notary public.

25) Being an ISO- 9001, ISO-14001 & ISO-45001 certified organization we seek your co-operation to enable us to achieve excellence in our quality management & environment management systems. Kindly ensure that (i) Only quality products & services are provided & you are following environmental protection norms. (ii) Your products & services shall take care of environmental health & safety precautions.

26) GST Certifications:-

The following undertakings (on the letter head of contractor) to be made part of mandatory documents to be submitted by all contractor

1. GST registration is valid as on date.
2. No default has ever been made by bidder in filing the various GST returns and deposit of GST dues with the department.
3. Bidders having multiple registrations under GST will submit undertaking for each & every GST number. A default under a GST number even if the GST number pertains to some other state, will make the contractor ineligible to participate in tender.
In addition, the contractor will also submit the following undertakings in addition to above with submission of each & every bill unless mentioned otherwise:
 - a) Undertakings mentioned at 1, 2 and 3.
 - b) A CA certificate regarding validity of GST registration will be submitted every six months during the tenure of contract.
 - c) Contractor will submit copies of GSTR I and GSTR 3B/challans as evidence to deposit of GST with certification that GST collected from HPGCL, to be specified in exact rupees, has been paid to Govt. vide this challan (specifying the challan no. & date of deposit) and returns filed (date of filing of return) includes the transaction of services to HPGCL.
 - d) Contractor will inform immediately the HPGCL about initiation of any proceeding (if any) against him under the GST laws which may result in suspension or cancellation of GST number of the contractor.
 - e) Undertaking to indemnify the HPGCL in case of any financial implication on HPGCL due to non-compliance of prescribed obligation under the GST Law on part of the Supplier/vendor
 - f) After end of the financial year, supplier of goods and /or services to provide copies of GSTR 1, GSTR 2A and GSTR 3B along with copies of invoices raised to HPGCL, duly reconciled with three returns upto 30th June of next year.
 - g) In case of failure at the end of vendor in complying with conditions mentioned at above, HPGCL will have right to recover the GST amount in default along with interest & penal amount and deposit the same directly with GST department on behalf of contractor to the credit of HPGCL.
 - h) Contractor will undertake to immediately inform the HPGCL about any amendment in the GST certificate and to immediately submit the updated registration certificate.
 - i) EMD and Securities/Bank guarantees taken by HPGCL may be refunded only after payment of GST by contractor which was charged from HPGCL.
 - j) In case any issue arises w.r.t failure by the firm in GST compliances, all future payments to be put on hold after having consultation with HPGCL's GST consultant.

For Executive Engineer/BMD-I,
 Chief Engineer/ DCRTPP,
 HPGCL, Yamuna Nagar

Annexure-VI

SPECIAL TERMS & CONDITIONS

1. Manpower Strength and deployment of tractor –trolley for both units:-

- i. The contractor will deploy minimum suggestive manpower as per area defined and one no. tractor-trolley for both the units as per detail given below:

A) For Part-A Scope of work:

Sr No.	Duty type	Team For Unit-I	Team for Unit-II	Areas/Sites for daily cleaning
1.	General Duty	Cleaning Team	Cleaning Team	Cleaning of ID Fans, ESP platforms/pathways, ESP roof and Chimney inlet ducts
2.	General Duty	Cleaning Team	Cleaning Team	FD Fans, PA Fans, Boiler Ground Floor etc.
3.	General Duty	Cleaning Team	Cleaning Team	Boiler Area from 08 mtr to 66 mtr various elevation platforms, pathways, Scanner air Fans, APHs, Primary Air duct, Secondary air duct, flue gas duct etc.
4.	General Duty	One common Cleaning Team		Cleaning of Common area lying between both the units.
5.	General Duty	One common supervisor/Team Leader		To supervise/leader of cleaning team of both Units.
Note: A Cleaning team must comprise of minimum 2 no. helpers/sweepers.				

B) For Part-B Scope of work: As per site requirement.

- 2.** In case of site requirement / need, contractor has to increase the manpower to carryout works as per scope of work within stipulated period. However no additional payment will be made to contractor for this additional manpower deployed. Electricity, air & water will be provided free of cost at one point per unit as per requirement of job.
- 3. Accommodation:-**
- a) Suitable one no. Type-II & one no. Type-III accommodation in DCRTTP colony may be provided to the contractor on chargeable basis, as per HPGCL rates, if available. The contractor himself will arrange electricity.
- b) Supervisor along with adequate staff is bound to stay near plant locality i.e. within 04 km from plant or in accommodation if provided by HPGCL So that in case of emergency he along with his staff could reach plant immediately to attend plant emergency.
- 4. Transportations:-**
- The contractor shall make his own arrangement for making available his personnel, at site of work at any time as per the requirement of job.
- 5. Man Power deployed by contractor:-**
- a) The employees of contractor should not be deemed to be in the employment of HPGCL for any purpose whatsoever. The contractor shall abide by the rules, laws and regulations that may be enforced from time to time regarding the employment conditions of service of his employees. Under no circumstances whatsoever, HPGCL would be held responsible to the labour of the contractor HPGCL shall have the right to pass on the responsibility on the contractor together with any expenses incurred by HPGCL as a result of certain dues on the part of employees of the contractor. HPGCL shall be entitled to recover/claim dues/compensation from the contractor in that event.
- b) The labour/manpower engaged by the contractor shall not be below the age of 18 years and not exceeding 60 years.
- c) Further the contractor would furnish an undertaking on Non-judicial stamp paper of appropriate value, for each and every worker employed by him, that the worker will not claim any lien as a worker of HPGCL, for the services, he is rendering to the contractor.
- d) The contractor shall also indemnify HPGCL against any liability towards its labour for non-compliance of labour laws etc.
- e) The contractor will terminate such employee who is not able to do his job as per satisfaction and whose behavior cause any nuisance or otherwise in the opinion of the

Engineer-in-charge, is not fit to be deployed on the work. Such person shall not be re-employed or allowed on the work without the prior written permission of the Engineer-in-charge.

- f) Copy of attendance sheet & wages sheet should also be supplied along with monthly bills.
- g) Insurance of the manpower shall be ensured by the contractor and copy of insurance shall be submitted with the bill.

6. Contractor Responsibilities:-

- a) The contractor would station adequate working personnel in such a way that the Cleaning work is carried out effectively & without any delay. The work shall have to start immediately as per the instruction of Engineer-in-charge or his representative. The contractor should be able to mobilize the working force as per the quantum of work and should be capable of executing Cleaning work simultaneously at no of fronts depending upon the site requirements. It is also made clear that the deployment of the workers of contractor will subject to approval of Engineer-in-charge of the work. If more persons are required for the completion of work in the time schedule as per emergency defined by Engineer-in-charge, the same shall be arranged by the contractor without any extra payment to complete the work.
- b) All the labour/workman deployed during the execution of the contract shall be adequately got insured by the contractor at his own cost. Proof of the same must be provided along with the first bill.
- c) The contractor shall be responsible for any mis-happening / accident to any workmen at site of work & compensation payable to workmen on this account. All liabilities arising out of any provision of labour act / workmen's compensation act shall be the responsibilities of the contractor. Any expenditure incurred by HPGCL arising out of the negligence of the contractor would be recovered from his bills / pending dues.

- 7. HPGCL shall have power to make any alteration, omission, addition, substitutions for the original specifications and instructions which may be considered necessary during the progress of work and contractor shall carry out the work in accordance with any instructions which may be given to him in writing duly signed by the Engineer-in-charge. Such alterations, omissions, additions, substitutions shall not invalidate the contract and any alteration, additional or substituted work which the contractor may be directed to do shall be carried out by the contractor on the same conditions in all respects on which he has agreed to do the main work.

8. Period of the contract:-

The period of contract shall be for two years (24 months) from the date of start of work. Normally a notice of seven days shall be given for starting the job, but the contractor should be able to mobilize his resources within 24 hours, if necessity arises. The period of contract may be extended up to 3 months at the same rates & terms and conditions, at the discretion of HPGCL.

9. Termination of contract:-

If the contractor is unable to execute the work, any loss incurred by HPGCL in this respect will be to the contractor's account. HPGCL may also terminate the contract after giving a three days notice, if in its opinion the work under the contract is not being done to its satisfaction. HPGCL also has the right to get the job done from a third party at the risk and cost of the first contractor till the expiry of the period of contract and debit the cost plus 15% of the cost to the first contractor's account.

- 10. The contractor shall have to maintain records viz. registers of wages, muster roll/attendance, gate pass register etc. As per required under relevant acts and the same shall be made available to the Officer-in-Charge/Project Authority/Govt. of Haryana representative for checking/inspection as and when required.

11. Authorized Representative:-

The firm will intimate (in writing) the name of authorized representative at site to whom necessary instructions regarding the works can be imparted and who will make correspondence regarding contract related issues. The signatures of the aforesaid authorized representative shall be got attested from first class magistrate or notary public.

For
Executive Engineer/BMD-I,
Chief Engineer/ DCRTTP,
HPGCL, Yamuna Nagar.

Annexure-VII

TECHNICAL TERMS & CONDITIONS

1. Consumables & T&Ps for cleaning will be arranged / provided by the firm. In case contractor fails to bring sufficient consumables & T&Ps to site without which HPGCL work is suffering, HPGCL shall be procuring the same from the market and recover the cost from the contractor's bill @1.5 times the purchase price of the item.
2. Contractor has to make his own arrangement for wire brush, gloves, bulbs, wires and holders for temporary lighting etc. at work place.
3. Personal protective equipments for the safety of workers i.e. safety helmet , safety shoes, safety goggles ,safety mask, gum boots ,ear plugs , dangri /overcoat, gloves, safety belt etc. shall have to be arranged by the contractor and every day all the deployed manpower must wear all safety equipment's during working on site.
4. The entire work shall be completed by the contractor within the time given by Engineer-in-Charge.
5. The description of works has been given in the scope of work of **Annexure-III & IV** of the tender document. It will be obligatory on the part of the contractor to carry out left over jobs relating to the system.
6. Contractor should deploy sufficient labour in general duty hours on all the days including Sundays & holidays if required without any extra financial expenditure.
7. The work shall be started immediately after getting written/verbal instructions from the authorized representative of the Engineer-in-Charge.
8. The electricity for site office at nearest point will be provided free of cost. The contractor will be responsible to use the same judiciously.
9. If required, the space for office and store can be provided if available by HPGCL. The site office should be well painted and constructed in such a way that it should give a good look.
10. Lifting and transportation of collected ash, coal dust, coal debris and other waste material by hand cart or tractor trolley to the dumping yard or to the place as directed by Engineer-in-Charge.
11. **Special tools & tackles required for cleaning is under scope of contractor as mentioned below:-**
 - a) All tools & tackles and consumable for proper cleaning shall be arranged by the contractor at his own cost. However, air and water & electricity required for cleaning shall be provided nearest available point in free of cost basis.
 - b) The contractor shall keep the following tools & tackles in sufficient Nos. i.e. Broomsticks, Belcha, Foara, Hand Brush, Flower Broom, Bamboo Rod, spade, tasla, kassi, Morter Pan, Feather Brush, air pipe, Water Hose Pipe or any other tools & tackles required for cleaning.
 - c) The contractor shall bring all consumable for proper cleaning like air hose pipe at least 50m in length (02 nos.) and water hose pipe with nozzles (2 sets).
12. Manpower deployed by contractor shall be in specific dress code.
13. The cleaning work generally be carried out from 8.00 Hrs. to 17.00 Hrs. However cleaning of various boiler elevations shall be carried out before arriving of general duty staff to avoid nuisance to their work.
Under all special circumstances the contractor shall have to engage labour in odd hours for which no extra payment shall be made.

For Executive Engineer/BMD-I,
 Chief Engineer/ DCRTPP,
 HPGCL, Yamuna Nagar.

Annexure-VIII

CONTRACT AGREEMENT

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

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

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

Here DCRTTP, Yamuna Nagar and the contractor have agreed to execute an agreement.

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

In witness where of the contractor & HPGCL here to set their hands as under.

Signature of the contractor

Signature & designation

In presence of witness

and on behalf of HPGCL presence of witness

Witness

Witness

1.

1.

2.

2.

Annexure-IX

STATEMENTS OF BIDDERS

1. Name of Bidder _____
2. Address of Head Office _____
3. Correspondence Address _____
4. Legal status _____
5. PAN & Service Tax Number of the Bidder (attached self attested photocopies)
PAN _____ ST No _____
6. Bank Details (attached signed cancelled cheque)
- i) Bank Name & Address _____
- ii) Bank Account Number _____
- iii) Bank Branch Code _____
- iv) IFSC Code of Branch _____
- v) Nature of account (current/saving/OD/CC) _____
7. Main lines of Business
- i. _____ since _____
- ii. _____ since _____
- iii. _____ since _____
8. Annual Turnover of past three year
- i. _____
- ii. _____
- iii. _____
9. Past Experience:-
- | Name of Organization | Period | Reference of Contract | Order Value contract wise |
|----------------------|--------|-----------------------|---------------------------|
| | | | |
| | | | |
| | | | |
10. Any other _____

Signature & Stamp of Bidder

Annexure-X

Acceptance certificate

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

Hereby accept the terms and conditions given on page no.-..... of the tender document
(NIT No.-_____).

For

M/s _____

Date:

Place:

Rate Quoting Sheet

Sr. No.	Description of Work	UOM	Tentative Frequency (Two years for both the Units=2X24)	Rates(Rs.) per Unit per month excluding GST	Amount (Rs.) excluding GST
A	Part-A: Cleaning of boiler along with aux. & its surrounding area of Unit-I&II. (As per scope of work at Annexure-III)	Per Unit per month(24 months for each Unit)	48		
B	Part-B: Lifting & disposal of ash and garbage emptied from Boiler Area of Unit-I&II to the Ash Dyke Lapra (As per scope of work at Annexure-IV)	m ³	3600		
C	Total amount Rs. (Part-A+ Part-B)				
D	GST extra as applicable (Currently @18%)				
E	Total Amount (Inclusive of GST)				

A. Declaration by the bidder:

1. The above quoted rates are inclusive of levies such as EPF, ESI, Labour Welfare Fund, insurance etc.
2. The GST will be extra as applicable (currently GST @18%).

B. Note for the bidder:

1. The Bidders are required to quote the rates strictly as per the Rate Quoting sheet format.

C. Evaluation of Bidder

1. The evaluation for L-1 bidder will be done on the basis of overall quoted rates.

No extra payment will be made to the contractor for any work under special circumstances.

Note:

The tractor-trolley (along with fuel) shall be in scope of contractor for lifting and disposal of ash/garbage. In case of Tractor trolley engaged by contractor then atleast one manpower deployed against minimum suggestive must have valid driving license for tractor trolley.

The Ash emptied from Boiler area of Unit-I&II lifted and be must be disposed to Ash Dyke Lapra site (within lead of 8-9 Km approx. outside the plant premises) so quote accordingly.

For Executive Engineer/BMD-I,
Chief Engineer/ DCRTTP,
HPGCL, Yamuna Nagar.

CHECK LIST FOR BIDDER

Sr. No.	Technical Specification	Bidder Response
1.	Acceptance of all terms & conditions of tender.	(Yes or No)
2.	Documentary Evidence and proof regarding Qualification Criteria as per PQR.	
3.	GST Registration Number along with HSN Code.	
4.	Authority letter in the name of the Authorized Person who has signed the Tender Document / Price Bid on behalf of the Contractor / Company if any.	
5.	EMD Submission proof	