# **RAJIV GANDHI THERMAL POWER PLANT**

(A Unit of Haryana Power Generation Corporation Limited)

(Regd. Office: C-7, UrjaBhawan, Sector-6, Panchkula) **Corporate Identity No**. U45207HR1997SGC033517

HPGCL

Website:-www.hpgcl.org.in, Email ID: xensyd.rgtpp@hpgcl.org.in



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

#### **TENDER DOCUMENT**

**FOR** 

Annual Maintenance Contract for operation & preventive/routine/breakdown maintenance of Electrical Distribution System at RGTPP Colony, Khedar, Hisar.

NIT No. 03/RGTPP/SYD/Colony-402/V-04/2024-25

Dated: 18.06.2024

XEN/SWITCHYARD, RGTPP FOR CHIEF ENGINEER/RGTPP, RAJIV GANDHI THERMAL POWER PLANT, HPGCL, KHEDAR, HISAR.

# HARYANA POWER GENERATION CORPORATION LIMITED

# Regd. Office – C-7, UrjaBhawan, Sector-6, Panchkula Corporate Identity Number: U45207HR1997SGC033517 Website: www.hpgcl.org.in Telephone No. 9315164

**Telephone No.** 9315164618 An ISO: 9001, ISO: 14001 and OHSAS: 18001Certified Company

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# **ONLINE NOTICE INVITING TENDER**

E-tenders in two parts are invited on behalf of CE/RGTPP, Haryana Power Generation Corporation Limited (HPGCL) Khedar, Hisar from eligible parties, for work of Annual Maintenance Contract for operation & preventive/routine/breakdown maintenance of Electrical Distribution System at RGTPP Colony, Khedar, Hisar.

| Tender Enquiry No.                                   | NIT No.03/ RGTPP/SYD/Colony-402/V-04/2024-                                                                                                             |
|------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| . ,                                                  | 25Dated: 18.06.2024.                                                                                                                                   |
| Description of Work                                  | Annual Maintenance Contract for operation & preventive/routine/breakdown maintenance of Electrical Distribution System at RGTPP Colony, Khedar, Hisar. |
| Earnest Money                                        | Rs.1,36,600/-(Rs. One Lakh Thirty Six Thousand Six Hundred Only)                                                                                       |
| Cost of Tender documents                             | Rs.1180/-                                                                                                                                              |
| (Non-refundable)                                     |                                                                                                                                                        |
| Period of Contract                                   | Two Years                                                                                                                                              |
| E-services fees (Non-refundable)                     | Rs. 1180/-                                                                                                                                             |
| Start date and time of tender uploading              | <b>20.06.2024</b> at <b>17:00</b> Hrs.                                                                                                                 |
| Last date for submission of online tender            | <b>22.07.2024</b> at <b>17:00</b> Hrs.                                                                                                                 |
| Due date & time of opening of Technical bid (Part-I) | <b>25.07.2024</b> at <b>11:00</b> Hrs.                                                                                                                 |

#### **INSTRUCTIONS TO BIDDER ON ELECTRONIC TENDERING SYSTEM**

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

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

All the bidders intending to participate in the tenders processed online are required to get registered on the centralized e-Procurement Portal i.e. <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a> Please visit the website for more details.

#### 2. Obtaining a Digital Certificate:

- 2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- 2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website https://etenders.hry.nic.in.
- 2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from:

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

For queries on Tenders Haryana Portal, kindly contact 0120-4001 002

0120-4200 462, 0120-4001 005, 0120-6277 787

- 2.4 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt the data and sign the hash during the stage of bid preparation & hash submission. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).
- 2.5 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- 2.6 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
- 2.7 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

#### 3. Opening of an Electronic Payment Account:

Tender documents can be downloads online. Bidders are required to pay the tender documents fees online using the electronic payments gateway service. For online payments guidelines, please refer the Home page of the e-tendering Portal <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a>.

#### 4. Pre-requisites bidding:

In order to bid online on the portal <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a>, the user machine must be updated with the latest Java. The link for downloading latest java applet is available on the Home page of the e-tendering Portal.

#### 5. Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a>.

#### 6. Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Procurement portal <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a>

#### 7. Key Dates:

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

| Sr.<br>No. | Department Stage                                                  | Bidder's Stage                                                  | Start Date<br>(DMY) | Start<br>Time | Expiry Date (DMY) | Expiry<br>Time |
|------------|-------------------------------------------------------------------|-----------------------------------------------------------------|---------------------|---------------|-------------------|----------------|
| 1.         |                                                                   | Downloading of tender document, Bid Preparation and submission. | 20.06.2024          | 17:00<br>Hrs. | 22.07.2024        | 17:00Hr<br>s.  |
| 2.         | Technical Opening (Part-I)                                        | 25.07.2024 at 11:00h                                            | Hrs.                |               |                   |                |
| 3.         | Short listing of technical bids & Opening of Price Bid (Part-II). | Will be intimated to the firms.                                 | ne Eligible firm    | s on their    | Email-id provid   | ded by the     |

#### Information Regarding Online Payment of Tender Document, eService & EMD Fee.

- 1. The Bidders can download the tender documents from the portal: <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a>.
- 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/ contractors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT. For online payments, Home page of the e-tendering portal <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a> may be referred.

#### Note: -

- 1. If the tenders are cancelled or recalled on any grounds, the tender document fees &e-service fee will not be refunded to the agency.
- 2. The following are exempted from depositing the earnest money:-
  - Public Sector Undertakings of the Central / Haryana State Government.
  - Firms borne on DGS&D, DS&D Haryana rate contracts.
  - Firms registered with the Director of Industries, Haryana or registered with National Small scale Industries Corporation, Govt. of India.
  - Firms borne on the HPGCL's approved list of suppliers which may have made a permanent earnest money deposit of Rs. 10.00 lacs at the respective Project/ office of HPGCL, if they quote the Registration number given by the respective project/ office of HPGCL in their tender papers.
- 2.0 The bidders shall upload their technical offer containing documents, qualifying criteria, technical specification, schedule of deliveries and all other terms & conditions except the rates (price bid). The bidders shall quote the prices in price bid format.
- 2.1 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.
- 2.2 EMD Exemption for MSME firm is not applicable to Service Sector as directed by DS&D Haryana.
- 2.3 Bidders who have contractor Identity and are registered on HEWP & have deposited one time deposit are also eligible EMD exemption. However, bidder shall submit bid specific Earnest Money Declaration Form generated from HEWP.
- 3. **Tender Closing:** -After the submission of bid by the bidders, the bidding round will be closed. Once the online tender is closed, no new Vendor can bid in the tender.

  Note:
  - **a).** If bidder fails to complete the online Bid Submission stage on the stipulated date and time, his/hers bid will be considered as bid not submitted, and hence bid will not appear during tender opening stage.
  - **b).** From the starting date of Tender downloading to final date of submission of bid, the bidder can rework on his bid number of times he wants. If bidder submits the revised bid including price bid, original bid will automatically deleted and this revised bid will become original bid. No revised bid will be submitted after part-I(Technical Bid) is opened.
  - c). Complete bid will only be submitted after realization of tender documents end EMD.
  - **d)**. Bidder participating in online tenders shall check the validity of his/her digitally signature certificate before participating in the online tenders at the portal <a href="https://etenders.hry.nic.in.">https://etenders.hry.nic.in.</a>
  - **e)**. for help manual please refer to the 'home page' of the e-procurement website a <a href="https://etenders.hry.nic.in.">https://etenders.hry.nic.in.</a> and click on available link 'how to -? 'To download the file.
- 4. If bidder fails to complete the Online Bid Preparation & Submission stage on the stipulated date and time, his/her bid will be considered as bid not submitted and hence not appear during tender opening stage.
- 5. If the tenders are cancelled or recalled on any grounds, the tender document fees & e-service fee will not be refunded to the agency. However, EMD shall be refunded.
- 6. Unless exempted specifically, tenders not accompanied with the prescribed EMD/Cost of Tender shall be rejected. EMD/Cost of Tender shall be in the prescribed mode of payment as asked in the NIT otherwise the tender shall be liable to be rejected.
- 7. The Bidder shall ensure that the payment shall be made at least 2 days prior to last date of submission of the bid.
- 8. The bidder can revise his price bid any number of times but only before last date of submission of bid. All previous quotes are deleted & only the latest price quoted is visible to the purchasing authority on date of opening of price bid.

# Special instructions to the Contractors/ Bidders for the e-submission of the bids online through this e-Procurement Portal.

- Bidder should do online Enrolment in this portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized certifying Authorities such as e-mudhra CA/GNGNFC/IDBRT/MtnlTrustline /Safescrpt/TCS.
- 2. The e-token that is registered should be used by the bidder and should not be misused by others.
- 3. DSC one mapped to an account cannot be remapped to any other account. It can only be inactivated.

- 4. The bidders can update well in advance, the documents such as certificates, purchase order details etc. under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
- 5. After downloading/getting the tender schedules, the Bidders should go through them carefully and then submit the document as per the document, otherwise, the bid will be rejected.
- 6. The BOQ template (price bid) must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
- 7. If there any clarifications, this may be obtained only through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
- 8. Bidder, in advance should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
- 9. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission and time for the tender.
- 10. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
- 11. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
- 12. There is no limit on the size of the file uploaded and the server end. However, the upload is decided on the Memory available at the client system as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
- 13. It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that he/she completes Bid Submission Process. Bids which are not frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
- 14. In case of offline payments, the details of the Earnest Money Deposit (EMD) documents submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the tender will be summarily rejected.
- 15. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
- 16. The bidders may submit the bid documents online mode only, through this portal. Offline document will not be handled through this system.
- 17. At the time of freezing the bid, the e-procurement system will give a successful bid updation message after uploading all the bid document submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
- 18. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
- 19. Successful bid submission from the system means the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
- 20. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- 21. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc. in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
- 22. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid document become readable only after the tender opening authorized individual.
- 23. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socked Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
- 24. The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

#### **GENERAL INSTRUCTIONS TO THE BIDDERS**

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

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

i. Bidder to have minimum 1- year experience of AMC LT Switchgears & other electrical equipments in any Thermal Power Station/ NTPC/ Electricity Boards/ PSUs in the preceding 07year ending on **30.05.2024** and having minimum order value including GST as under:-

Single order of the value not less than Rs. 26,77,268/- OR

Two orders of the value not less than Rs. 16,73,292/- each OR

Three orders of the value not less than Rs. 13,38,634/- each

- ii. Bidder must have average annual turnover in last three consecutive financial years ending 31.03.2024 shall not be less than **Rs.34,13,516/-**
- iii. The contractors should have GST No., EPF Account No., ESI Account No. and Permanent Account no. etc.
- iv. The firm should submit a certificate that the firm is not blacklisted in last 05 years ending 31.03.2024 any public sector undertakings of Central Govt./State Govt./SEBs/Corporations/any other reputed thermal/ Hydel plant/ in any organization etc. 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.
- v. Bidder(s) shall have HEWP contractor Identity while applying for the tender.
- Blacklisting of the firm by any unit of the HPGCL shall be considered as ineligibility of the firm at any other project of HPGCL.
- 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
- 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 Mis-representation of the facts and the firm shall be treated as blacklisted on this ground.

#### Note:

- i. The contractor should have registered under Contract Labour (Regulation & Abolition) Act, 1970 and possesses a valid Labour License for deploying the workers on the work or will obtain the same within 15 days of issuance of work order.
- ii. Firm has to follow all standard procedures to monitor GST compliance attached as Annexure-VIII.
- iii. EMD Exemption for MSME firm is not applicable to "Service" Sector as directed by DS&D Haryana.
- iv. 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.
- v. The firm should fill statement of bidders Performa as per **Annexure-X** and submit authentic supporting documents for proving its credential. Original documents may be asked for verification at the time of finalizing the tender.
- vi. Decision of the HPGCL regarding fulfillment of Pre-qualification requirement shall be final and binding upon the bidders.
- 2. Conditions of the contract and other information can be had from the office of XEN/Switchyard(e-mail: <a href="mailto:xensyd.rgtpp@hpgcl.org.in">xensyd.rgtpp@hpgcl.org.in</a>Telefax & Telephone No. 01693-250075/9315164618) on any working day prior to last date of Downloading of Tender Documents & Bid Preparation.
- 3. The Tender Document can also be downloaded from HPGCL websitewww.hpgcl.org.in.
- **4.** The tender will only be submitted on the centralized e-procurement portal i.e. https://etenders.hry.nic.in.
- **5.** Before submitting tenders the instructions may be read carefully regarding submission of tender. If any bidder finds discrepancies or omissions in the tender documents or is in doubt as to thetrue meaning of any part, he shall clarify same from tender issuing office in writing before the due date of submission of the bid.
- 6. The "Application for Bidding" along with the "Terms and conditions of the contract and its all Annexure should be submitted duly filed up completely and signed on each page by the tenderer online. Work offered should be strictly according to the specifications of scope of work and to the terms & conditions of the NIT. Unless a deviation from the specifications and terms and conditions given in NIT is pointed out by the tenderer specifically, it will be presumed that offer/ Tender conforms to the specifications and terms and conditions as laid down in NIT.
- 7. The tenderer shall submit their tender in two parts- the first part containing documents for qualifying criteria, technical specification, schedule of deliveries, and all other terms and

- conditions except the rates (price bid), and the second part containing the rates (price bid) quoted for each item.
- **8. RATE QUOTING SHEET**:-The tenderer will quote their rates strictly as per the RATE QUOTING SHEET. No deviation in terms shall be allowed.
- **9.** The application for bidding along with all the detailed terms & conditions should be submitted online. Tenders through Fax / E-mail / telegraphic tenders shall not be considered. Incomplete, obscure or irregular tender is liable for rejection. If the tenderer deliberately gives wrong information in his tender, HPGCL reserves the right to reject such tender at any stage. The tenderer will quote their rates strictly as per details of specifications.
- 10. Earnest money and Earnest money declaration Form
  - The Bidder who does not have contractor id on HEWP cannot participate in tendering process. 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.
- **11.** Unless exempted specifically, tenders not accompanied with the prescribed EMD/Cost of Tender shall be rejected. EMD/Cost of Tender shall be in the prescribed mode of payment as asked in the NIT; otherwise, the tender shall be liable to be rejected.
- **12.** The rates quoted by the tenderer should be very competitive and as prevailing in the market and should be firm and lump-sum. Prices should be quoted per unit also wherever applicable and asked.
- 13. The validity of the tender/offer shall be for 120 days from the date of opening of the price bid.
  - i. Suo-moto revised price bid / supplementary Part-II will not be accepted after the last date of submission of the tender. However, in case revised price bid is submitted by the bidder Suo-moto but prior to the due date of submission of the tender, then the revised price bid only, shall be opened and considered by the purchasing authority.
  - ii. The rate negotiations shall be held as per Govt. of Haryana Notification/Guidelines from timeto time.
- **14.** No deviation shall be allowed. However, in case of deviation of taxes etc., the same be loaded for comparison purpose.
- **15.** Selection preference of the tendered work may be allowed as per policy of the State Government to the Industrial Units located in Haryana on the lowest valid rates if tenderer so claim with requisite documentary evidence.
- **16.** 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.
- **17.** The bidder shall bear all costs including bank charges, if any, associated with the preparation and submission of his bid, and the purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 18. The whole work against this tender shall be awarded to a single firm i.e L-1 bidder whose overall quoted/equated prices are lowest for the complete package for 02 years.
- **19.** Purchaser reserves the right to cancel the NIT or to change qualifying requirement or to reject any or all the tenders so received without assigning any reason.
- **20. INSPECTION OF SITE OF WORK**: Before tendering, the tenderer is advised to inspect the site of work, the environment & get acquainted with the actual work & other prevalent conditions, facilities available. No claim will be entertained later, on the ground of lack of knowledge.

#### **SCOPE OF WORK**

- 1. Operation & Maintenance of 02 nos. 11KV / 415 Volt substations consisting of 11KV ABB make RMU panels, 09 nos. Circuit Breakers, 04 nos. Kirloskar make Dry Type Transformers having capacity 1000KVA (11KV/ 415V), LT panels of 06 nos. Siemens make LT Circuit Breakers, Power factor panels, Approx. 30 nos. MCCB units associated Lighting & Lifts panels, MCC panels of electric motors & pumps in RGTPP colony, internal and external power supply in public & residential buildings of RGTPP colony etc. Firm should maintain the equipments as per maintenance schedule provided by the HPGCL otherwise penalty will be imposed as per clause.
- 2. Electrical Maintenance of all electrical items / fittings such as metering & power panels, MCBs, fans, tube lights, electrical wiring etc. & replacement thereof installed in the following residential & non-residential buildings at RGTPP colony as per followings:
  - a. (Type-V&VI) 04 nos. 08 storey buildings consisting of 168 nos. houses.
  - b. (Type-IV, III&II) 05 nos. 04 storey buildings consisting of 240 nos. houses.
  - c. 03 nos. Double storey Transit Hostels & Rest House buildings consisting of 72 nos. houses.
  - d. CISF residences of 25 nos. houses.
  - e. 08 nos. Type-7 and 01 no. Type-8 houses.
  - f. Non-residential building Field Hostel, Rest House, VIP Guest House, Officer Club, Subordinate Staff Club, Community Centre, Maintenance Office, Dispensary, DAV School, Shopping Centre & CISF Barracks etc.
- 3. Maintenance of street lights in RGTPP colony. The work includes the following:
  - a. Replacement of items such as LED/HPMV/HPSV/Halogens lamps, CFLs, chokes, lamp Holders etc., complete fittings / sets and interconnected cables between poles etc..
  - b. Installation of new fittings / sets on the poles and temporary fittings / electrical items for functions.
  - c. Checking and maintenance of street lighting system on Sarsod Link road from RGTPP colony up to NH-65.
  - d. Checking and maintenance of lighting system in the Parks at RGTPP colony.
  - e. Checking and maintenance of the Music System installed in the park at RGTPP colony.
  - f. Checking and maintenance of the HT cable laid from the CHP Control Room to colony substation.
  - g. Maintenance & checking of Street Light Junction Boxes & Covers, making Glands and lugs, replacement of Junction Boxes.
  - h. Checking & maintenance of street lights & stair case light, parking lights and keeping records registers thereof.
  - i. General checking & general maintenance of electrical earth points in the RGTPP colony. General checking & general maintenance of electrical equipments such as voltage stabilizers, batteries, geysers, air coolers installed in the non domestic buildings in the RGTPP colony.
  - j. Find out cable fault location including HT cable, digging & cable jointing (fixing of HT/LT jointing kits).
  - k. Laying of all type of HT/LT underground and overhead cables including excavation & refilling of trenches.
  - I. New wiring to be done as per requirement and directed by Engineer-in-charge.

- 4. Cleaning of all electrical items and lighting reflectors of all non-residential building (check locking pin/nut bolts and shaft), general checking. To facilitate Accounting / inventory of ceiling fans, lighting fixtures, tube lights, exhaust fans etc. in all residential and non- residential buildings. Keeping records registers will be maintained by the contractor.
- 5. Colony residents electrical complain should be attended on time after receiving phone call or through register and keep records of visit and also keep records of material installed otherwise penalty will be imposed as per clause.
- Any other electrical maintenance work which related to RGTPP colony is not included in the above scope but required to complete the job shall be deemed in the scope of the contractor without extra charges.

#### 7. Manpower:

- a. The contractor shall be responsible to deploy adequate staff for carrying out the routine and breakdown maintenance of the equipment's and other activities as envisaged in the scope of work to the entire satisfaction of engineer-in-charge. It may be ensured that no work is suffered due to non-availability of adequate manpower.
- b. The contractor should be deployed of required qualified/ capable persons round the clock to attending faults/ complained independently by referring to drawing provided by HPGCL without help of HPGCL officers/officials and without any delay otherwise penalty will be imposed as per clause.
- c. The manpower requirement to carry out the specified jobs shall be for general duty as well as in the shifts (Morning, Evening & Night Shifts). The manpower deployed may be required to work round the clock depending upon the site emergency.
- d. Apart of above, additional manpower if required to meet out the emergencies as per the direction of Engineer-In-Charge, shall be arranged by the contractor for prompt attending of emergencies as per requirement. For this, no extra payments/ charges whatsoever shall be given by HPGCL.
- e. No overtime payment of any kind will be made by RGTPP. No extra payment of any kind will be made to any person working in odd hours by RGTPP.

### 8. Firm has to maintain the followings:-

- a. Furniture (table & chairs) for sitting of manpower by the firm.
- b. Almirah for upkeep T&P, consumables & record registers.
- c. Requisite T&P and requisite consumables.
- d. All safety equipments& items as per norms otherwise penalty will be imposed as per clause.
- e. Transport arrangement for making available his personnel / workers on duty / at site of work as per the requirement of job.
- f. To maintain work report registers otherwise penalty will be imposed as per clause.
- g. To maintain the proper record for rewinding of LT motors, to give proper receiving of the motor to the concerned residents and after repair properly install all the equipments without any delay. If there are any motors lost due to negligence then amount of the equipment will be deducted from the running bill or to provide same equipment by the contractor or penalty will be deducted as per clause.

#### List of T&P to be maintained by the contractor:-

- 1. The contractor should submit the details of all the T&P items before starting the commencement of the work.
- 2. The contractors will maintain Onenos. hand held IR measuring meter up to 5KV, Twonos. of Multimeters, Onenos. clamp meters (AC/DC).
- 3. Contractor will also maintain appropriate quantity of T&P such as Pliers, Screw drivers, Wire Cutters, Hacksaws (Mini & Big), Bearing Pullers (Small & Big), Goti Sets(Small & Big), Nose Pliers, Lock Pliers, Air Blowers ,Clamping Tools, R&D Spanner Sets (6 to 45),Champion Sets, Sling Sets, Chain Pulleys, Tool Bags,Torch's,Hammeres,Hydrometeres,Grease Gun, Hand Gloves (LT&HT), Testers, Knifes, LN Key Sets(Small & Long),Chisels, Test Lamps, Slide Wrenches, Measuring Tapes, Soldering iron, welding set with leads & torch gloves, Screws, brushes, spanners, hydraulic jacks, hoisting arrangement, portable grinding machines & drilling machine, personnel protective equipments for safety of workers etc.
- 4. Any other T&P required for execution of Job will be arranged by the Contractor.

#### List of consumables to be maintained by the contractor:-

Contractor will maintain appropriate quantity of consumables such as PVC Tape, Clothes, Amery Paper, Extension Board, Cotton waste, Teflon tapes, araldite, soldering flux, solder, oxygen and acetylene gas, Petrol/Diesel for cleaning, hexa blades, grinding wheel, M-seal, flexible pipes for cleaning etc.

#### Note:

- 1. In case contractor fails to bring sufficient consumables and T&P to site without which HPGCL work is suffering then penalty will be imposed as per work order clause and HPGCL shall be procuring the same from the market and recover from the contractor's bill @1.5 times the purchase price of the item.
- 2. The requirement of the consumables will be decided by the officer-in-charge by giving a short notice which shall be binding to the contractor and no extra claim for same shall be entertained otherwise penalty will be imposed as per clause.

# RESPONSIBILITY OF THE CONTRACTOR:

The contractor would be responsible for the following: -

- 1. All the labour / workmen deployed during the execution of the contract shall be adequately got insured by the contractor at his own cost.
- 2. Any mishappening / 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 / Workman's Compensation Act shall be the responsibility of the contractor. Any expenditure incurred by HPGCL arising out of the negligence of the contractor would be recovered from his bills / pending dues.
- 3. The good conduct of all the workmen at work site.
- 4. The loss / damage caused to the property of HPGCL or any other agency of the contractor or any of his workman / employee.
- 5. The contractor may employ such employees, as he may think fit to ensure the execution of the work to the entire satisfaction of Engineer-in-Charge. The employees would 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.
- 6. 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 for any expense 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.
- 7. The labour / employees engaged by the contractor shall not be below the age of 18 years and above 60 years.
- 8. Further, the contractor would furnish an undertaking on non-judicial stamp paper of appropriate value by 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.
- 9. The contractor shall also indemnify HPGCL against any liability towards its labour for non-compliance of laws etc.
- 10. The contractor will terminate such employee who is not able to do his job as per satisfaction and whose behaviour cause any nuisance or otherwise in the opinion of the Engineer-incharge, 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.

#### 11. Transportation:

- a. The contractor shall make his own arrangement for transportation of the material from stores to site of work, from site of work to O & M workshop/store, if required, and return of scrap back to stores. The contractor shall also assist in loading/ unloading of material being sent for repairs or received after repair to/ from outside of RGTPP.
- b. The contractor shall make his own arrangement for removal of old as well as unused material from the site to the place as specified by the Engineer-in -Charge after completion of work.
- c. 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.

#### 12. ACCOMMODATION:

The contractor will be responsible for the accommodation of his employees / workers deployed for execution of work. However, if the accommodation is available with HPGCL the same may be allotted on chargeable basis as per HPGCL rules. Contractor will submit the proof of house rent deposited with HPGCL for the previous month against the allotted accommodation along the invoice of the month for which bill is raised.

13. The contractor will provide the proof of labour payment till the 7<sup>th</sup> of each month.

#### **GENERAL TERMS & CONDITIONS**

#### 1. **CONTRACT AGREEMENT**:

The contractor shall execute a contract agreement with HPGCL on a Non Judicial Stamp Paperofappropriate value within 07 days of receipt of work order.

#### 2. RATE/CONTRACT PRICE:

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

#### 3. EARNEST MONEY AND SECURITY DEPOSIT:

- 3.1 Every tenderer, while submitting his tender, should online deposit an amount of **Rs. 1,36,600/-**as the earnest money.
- 3.2 The earnest money furnished by the successful tenderer on whom the work order is placed shall be converted into security deposits as a guarantee for faithful and satisfactory execution of the work order.
  - (The EMD of the unqualified bidders will be returned without any interest, as promptly as possible, within 30 days after declaration of qualification result and that of unsuccessful bidder within 15 days of the execution of the contract with the selected bidder).
- 3.3 The Security Deposit shall be 10% of the Contract value in all the cases. The deduction of the security deposit shall be regulated as per following:-

| Annual      | amount of the monthly running bill shall be kept as security    |
|-------------|-----------------------------------------------------------------|
| Maintenance | deposit. However, the EMD already deposited by the bidder shall |
| Contract    | be converted into the security deposit and the balance amount   |
|             | shall be deducted from the running bill.                        |

- 3.4 The security deposit of the contractor shall be retained by HPGCL for faithful execution of the contract.
- 3.5 Security deposit shall be released only after completion of the entire period of the contract and after completion of 30 days of Guarantee/Warranty period, on the certificate of Engineer In-charge/EIC for successful completion of Guarantee/Warranty period and submission of requisite documents like last EPF/ESI return by the contractor.
- 3.6 No interest shall be paid on EMD / Security Deposit for the period it remains deposited with HPGCL.
- 3.7 The earnest money/security deposit shall be forfeited in part or in full under the following circumstances:
  - 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.

### 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, RGTPP through RTGS/NEFT. The contractor will intimatethe complete bank details viz. Name of Bank/Branch, Account Number, Type of Account, IFSC Code etc, to Sr. Accounts Officer/Accounts Officer.Bank charges, if any, shall have to be borne by the tenderer/contractor.

#### 6. COMPLETION PERIOD OF CONTRACT:

a. The completion period of the work shall be the essence of the contract. The work shall be started after issue of LOI / Work Order (Start date and end date mentioned in LOI/Work order), whichever is earlier, unless otherwise directed by the Engineer-In charge. The work shall be carried out and completed on month to month basis, as per the requirement of the contract.

- b. The contract shall be for a fixed period of two years from the date of commencement of work, accordingly the work shall be carried out by the contractor though out the period at the rates decided by the project authorities which shall remain firm and shall not be subjected to any escalation on any account, whatsoever, irrespective of any increase in the labour rates from time to time.
- c. The contract period can, however, be extended beyond the completion period of 24 months for a further period of next three months or earlier subject to review at the discretion of HPGCL at the same rates, terms and conditions, if required. The contract can be short-closed at any time during this extension period.

#### 7. RISK AND COST:

In case the contractor fails to full fill the contractual obligation, the work shall be got done from some other agency at the risk and cost of 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. PENALITY FOR DELAY:

- a. In case it is noticed that proper work of maintenance is not being carried out as per directions according to the work, then a penalty at the rate of 1% of the monthly contract value per day will be imposed subject to a max. of 10% of the total annual contract value. The decision of the officer-in-charge shall be final and binding to the contractor / firm.
- b. If the contractor does not bring sufficient consumables or T&P item required for proper maintenance, then the same will be purchased at the risk & cost of the contractor and an amount 1.5 times the cost of the material so purchased by HPGCL will be debited from the bills of the contractor.
- c. Apart from the penalty, in case of complete refusal to execute the work by the contractor on any pretext or the other, at any time, the work shall be got entrusted from some other agency at the risk and cost of the existing contractor.

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

**Note:** Documents attached along with the contractor bill should be referred in the forwarding letter of the executive office forwarded the bill for pass and payment.

- 10. PERFORMANCE BANK GUARANTEE: Not applicable
- 11. WARRANTY: Not Applicable
- 12. 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. and
- 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.

#### 13. IDLE LABOUR CHARGES:

No idle labour charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour being rendered idle due to any cause.

#### 14. OVER RUN CHARGES:

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

#### 15. WATCH & WARD:

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

#### 16. FACILITIES TO BE ARRANGED BY CONTRACTOR

The contractor shall make his own arrangement for providing all facilities like lodging, boarding, furniture and transportation etc. for his supervisors/staff engaged by him for the job.

# 17. STATUTORY DEDUCTIONS

Statutory deduction on account of Income Tax and GST etc. including surcharge shall be made at source from the bills of the contractor at the prevailing rates.

#### 18. FACTORY ACT/MINIMUM WAGES ACT/INSURANCE ACT/EPF ACT ETC.

Strict adherence of various applicable laws likes the Factories Act, Minimum Wages Act, ESI Act, Payment of Wages Act, the workman's Compensation Act, EPF Act, Contractor labour (Regulation & Abolition) Act, 1970 and all other statutory requirements as amended from time to time the entire satisfaction of Central/State Govt. Authorities, shall be the responsibility of the Contractor and he shall have to make good loss, if any, suffered by HPGCL on account of default in this regard by the contractor. EPF/ESI contributions will be deposited by the contractor in his own EPF/ESI code no. in the respective account of the workers. The contractor will submit the copy of EPF/ESI challan to the Labour Welfare Officer, at the time of 90% payment along with corresponding list of workers. The contractor shall make the payment of wages to its labour/worker in their bank account only. Documentary evidence thereof shall be submitted along with the running bills.

#### 19. INSURANCE OF WORKERS

The contractor will be solely responsible for any liability for his workers in respect of any accident, injury arising out and in course of contractor's employment. To meet his aforesaid obligation under the 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.

#### 20. SAFETY RULES

During the execution of work at RGTPP the 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 quarterly 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.

#### 21. ARBITRATION

The contractor shall execute an arbitration agreement with HPGCL on a Non Judicial Stamp Paper of appropriate value within 07 days of receipt of work order as per below:

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

#### 22. LAWS GOVERNING CONTRACTS

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

#### 23. SET OFF

Any sum of money due and payable to the supplier/contractor 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.

#### 24. SUBLETTING AND ASSIGNMENT: -

The contractor shall not, sublet, transfer or assign the contract or any part there of or interest therein or advantage thereof in any part thereof in any manner whatsoever without prior consent of the purchaser.

Note: -

- i. Unless agreed otherwise the above terms and conditions of the contract will form the part of the work order after finalizing the proposal. The word tenderer where ever used above shall be read as contractor. The non-applicability / modification in the aforesaid clauses if agreed shall be mentioned / attached in / with the work order specifically.
- ii. Any other term not defined in instructions to the bidder or above terms and conditions should be interpreted as defined in HPGCL Purchase Regulation "2015".
- iii. The term "Bid" and "tender" and their derivatives ("Bidder / Tenderer" "Bidding / Tendering") are synonymous. Singular also means plural.

#### 25. 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. However, before termination of the contract, a default notice of seven days will be served to the contractor. The contract will be terminated after three such notices.

In such events, it shall be lawful to the HPGCL to forfeit any balance amount/security deposit or both which may otherwise be due to the contractor. If the dues are not sufficient, it will be lawful for HPGCL to recover the amount through the court of law.

#### 26. Jurisdiction-

The courts of the place from where the acceptance of tender has been issued shall alone have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract.

27. Compliance of GST & TDS SOP on attached annexure-VIII.

**Note:** The terms & conditions not specified in the tender, shall be governed by "HPGCL Work & Purchase Regulation 2015" which are available on the HPGCL website i.e. www.hpgcl.org.in.

#### Standard Operating Procedures to be followed to Monitor GST Compliance:

# Stage 1: Floating of Notice Inviting Tender (NIT) -

- It is to ensure that the all prospective bidders to submit copy of Registration Certificate under GST Act.
- The following undertakings (on the letter head of bidder) to be made part of mandatory documents to be submitted by all bidders:
- 1.1 GST registration is valid as on date
- 1.2 No default has ever been made by bidder in filing the various GST returns and deposit of GST dues with the department.
- 1.3 Bidders having multiple registrations under GST will submit undertaking for each & every GST number. A default under a GST number even if the GST number pertains to some other state, will make the vendor ineligible to participate in tender.
  - In addition, the successful bidder will also submit the following undertakings in addition to above immediately after issue of work order and with submission of each & every bill unless mentioned otherwise:
- 1.4. Undertakings mentioned at 1.1, 1.2 and 1.3
- 1.5. A CA certificate regarding validity of GST registration will be submitted every six months during the tenure of contract.
- 1.6. Vendor 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 supply of Good or/and services to HPGCL.
- 1.7. Vendor 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 Vendor.
- 1.8. Undertaking to indemnify the HPGCL in case of any financial implication on HPGCL due to non-compliance of prescribed obligation under the GST Law on part of the Supplier/vendor.
- 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. In case of one time job orders and purchaseorders, 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 before release of the security.

#### Stage 2: Scrutiny of bids -

- The GST registration status of vendors will be verified from the official website <a href="www.gst.gov.in">www.gst.gov.in</a>.
- The address of vendor, 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 department's website. In case vendor is having multiple GST registration numbers, executive to ensure that GST number linked to place of supplier should be submitted to HPGCL.
- Filing status of following returns is to be verified that the returns are being filed by vendor within due dates:

| Return  | Periodicity of filing | Return for                                                              |
|---------|-----------------------|-------------------------------------------------------------------------|
| GSTR1   | Monthly               | Outward supplies                                                        |
| GSTR2A  | Monthly               | Its auto populated on GST portal on the basis of GSTR 1 filed by vendor |
| GSTR 3B | 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 stage of evaluation itself.

#### Stage 3: Award of contract/ Issue of PO & WO-

- Vendor will undertake to immediately inform the HPGCL about any amendment in the GST certificate and to immediately submit the updated registration certificate.
- Purchase order/work order to specify that in case of failure at the end of vendor 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 vendor to the credit of HPGCL.

#### Stage 4: Receipt of first invoice-

- 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 the Tax invoice, Credit notes and debit notes) 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 supplier as per invoice with the GST number & address given in tender documents submitted by vendor and submit the duly verified invoice to accounts wing.
- After the implementation 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 01.Jan 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 contract/appointed officer of the respective plant should demand from the supplier E-Invoice containing the invoice reference number (IRN) and QR code. It is worthwhile to note that any tax invoice including tax credit / Debit note issued by such notified person for B2B supplies without following the e-invoicing procedure shall not be treated as a valid document.
- Obtain an undertaking from the vendors who are not generating e-invoice in following format:

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

#### Stage 5: Receipt of IInd& subsequent invoices -

- 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 vendor and GST consultant of HPGCL.

#### Others

- EMD and Securities/Bank guarantees taken by HPGCL may be refunded only after payment of GST by vendor/contractor which was charged from HPGCL.
- In case any issue arises wrt failure by the firm in GST compliances, all future payments to be put on hold after having consultation with HPGCL's GST consultant.
- Firm /vendor has to submit the undertaking in prescribed Format-A, B, C&D regarding GST.

# Annexure- A

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

| We M/s.       | having l                      | PAN               | and                   | GSTIN Registration    | on       |
|---------------|-------------------------------|-------------------|-----------------------|-----------------------|----------|
| Number        | hereby under                  | take that o       | ur Aggregate Turno    | over (as per Section  | on       |
| 2(6) of C     | entral Goods and Services Tax | x Act, 2017)      | for FY 20             | does not exceed to    | he       |
| prescribe     | d threshold (as on the date   | of this decla     | aration) for generati | on a Unique Invoid    | ce       |
| Registrat     | ion Number (IRN) and QR       | code as pe        | r the provisions of   | Central Goods and     | nd       |
| Services      | Tax Act, 2017 and rules there | under ("GS        | T Law"). Further, we  | e also undertake th   | at       |
| if the agg    | regate turnover of M/s        |                   | exceeds the current   | threshold or revise   | ∍d       |
| threshold     | notified by Government of Inc | dia at any fu     | ture date, then we sl | nall issue invoice ai | nd       |
| credit no     | e in compliance with the requ | uired provisi     | ons of GST Law. In    | case of any querie    | es       |
| from the      | any state or centre Goods and | d Services T      | ax authorities, M/s.  | и                     | /ill     |
| be solely     | responsible.                  |                   |                       |                       |          |
|               |                               |                   |                       |                       |          |
| Yours Tru     | ıly,                          |                   |                       |                       |          |
| For M/s       |                               |                   |                       |                       |          |
|               |                               |                   |                       |                       |          |
| Authorize     | d Signatory Name: Designation | n:                |                       |                       |          |
|               |                               |                   |                       |                       |          |
|               |                               |                   |                       | Annexure-             | <u>B</u> |
|               |                               |                   |                       |                       |          |
| <u>Undert</u> | aking from the vendor (on v   | endor's lett      | er head) regarding    | validation of GST     | _        |
|               | registration (for             | <u>each GST n</u> | umber separately)     |                       |          |
|               |                               |                   |                       |                       |          |
| 1.1.1         | GST registration o            | of GST            | no                    | in name               | of       |
| M/            | sis v                         | alid as on d      | ate                   |                       |          |
| 1.1.2         | No default has ever been m    | ade by me/        | my firm in name of    |                       | in       |
|               | filing the various GST return | s and depos       | it of GST dues with   | the department wi     | ith      |
|               | respect to GSTN               |                   |                       |                       |          |
|               |                               |                   |                       |                       |          |
| Yours Tru     | ıly,                          |                   |                       |                       |          |
| For M/s       |                               |                   |                       |                       |          |
|               |                               |                   |                       |                       |          |
| Authorize     | d Signatory Name: Designation | n:                |                       |                       |          |

#### <u>Undertaking cum declaration from the vendor (on vendor's letter head)</u>

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

| Yours Truly,                                                                        |
|-------------------------------------------------------------------------------------|
| For M/s                                                                             |
|                                                                                     |
| Authorized Signatory Name: Designation:                                             |
| Annexure-D                                                                          |
|                                                                                     |
| Undertaking cum indemnity bond from the vendor (on vendor's letter head) regarding  |
| timely deposition of GST                                                            |
| a) Certified that we are registered as taxable person under GST Act, our GST no. is |
| and which is active as on                                                           |
| b) Certified that bill for the month ofin which GST has been claimed, is included   |
| in all the GST returns submitted by us to the GST authorities.                      |
| c) Certified that we shall deposit the amount of GST collected from RGTPP/HPGCL to  |
| the Government exchequer within the time specified under the GST Law.               |
| d) Certified that the goods/services on which GST has been charged have not been    |

goods/services is correct under the provisions of the GST Act.
e) We give Undertaking-cum-indemnity bond to RGTPP/HPGCL that we shall indemnify to RGTPP/HPGCL for any loss sustained in case we does not deposit the GST to the government exchequer, which it has recovered from the M/s HPGCL as tax.

exempted from GST under GST Act. The rate/amount of GST in these

| Yours Truly, |  |
|--------------|--|
| For M/s      |  |

Authorized Signatory Name: Designation:

# **STATEMENTS OF BIDDERS**

| 2. Address of Head Office                                                                                                                                                                                                                                        |          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 3. Correspondence Address                                                                                                                                                                                                                                        |          |
| 4. Legal status 5. PAN &GST Number of the Bidder (attached self attested photocopies) PAN                                                                                                                                                                        |          |
| GST No HSN / SAC Code                                                                                                                                                                                                                                            |          |
| <ul> <li>6. Bank Details (attached signed cancelled cheque)</li> <li>i) Bank Name &amp; Address</li> <li>ii) Bank Account Number</li> <li>iii) Bank Branch Code</li> <li>iv) IFSC Code of Branch</li> <li>v) Nature of account (current/saving/OD/CC)</li> </ul> |          |
| 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                                                                                                                                                                                                                                             | contract |
|                                                                                                                                                                                                                                                                  |          |
|                                                                                                                                                                                                                                                                  |          |
|                                                                                                                                                                                                                                                                  |          |
| 10. Any other: -                                                                                                                                                                                                                                                 |          |
| Signature & Stamp of Bidder                                                                                                                                                                                                                                      |          |
| Name & Designation of Authorized Bid Signatory                                                                                                                                                                                                                   |          |

# **ANNEXURE-XI**

# FORMAT FOR CONTRACT AGREEMENT

| This contract agreement entered in to this day of the Power Generation Corporation Ltd., a body corporate const herein after called Corporation which terms shall include all it M/s                                                                    | ituted under the Indian Company Act, 1956 s heirs and successors on the one hand and                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| its heirs and successors on the other hand.                                                                                                                                                                                                             |                                                                                                                                                          |
| Where as a contract for                                                                                                                                                                                                                                 | as officially described in tender                                                                                                                        |
| documents issued against NIT nodated issue of Work Order nodated Contractor. Whereas Contractor further agrees to abide by may be enforced from time to time. Where the contractor also & responsibilities towards the labour engaged by the contract   | dated and concluded by the appended hereto between Corporation & all labour laws, rules and regulations which agrees to absolve the HPGCL from all risks |
| The contractor will comply all provisions of the relevant la framed there under. In the event of Rajiv Gandhi Thermal F pay the compensation, the contractor will indemnify the cotreated as part of the contract. Any break of labour laws/recontract. | Power Plant, Khedar, Hisar being obliged to corporation. The labour regulation shall be                                                                  |
| Here RGTPP, Khedar, Hisar and the contractor have agreed                                                                                                                                                                                                | to execute an agreement.                                                                                                                                 |
| Now this deed witness and parties here to hereby mutually ag                                                                                                                                                                                            | gree as above.                                                                                                                                           |
| In witness where of the contractor & HPGCL here to set their                                                                                                                                                                                            | hands as under.                                                                                                                                          |
| Signature of the contractor In presence of witness                                                                                                                                                                                                      | Signature & designation and on behalf of HPGCL presence of witness                                                                                       |
| Witness 1.                                                                                                                                                                                                                                              | Witness 1.                                                                                                                                               |
| 2.                                                                                                                                                                                                                                                      | 2.                                                                                                                                                       |

# **ANNEXURE-XI**

# **UNDERTAKING OF STAFF ENGAGED**

| I                                     | S/O Sh                                 |                     |
|---------------------------------------|----------------------------------------|---------------------|
| R/O                                   |                                        | working with        |
| M/s                                   |                                        | hereby give         |
| Undertaking that I will not claim any | service in HPGCL in lieu of service re | ender to the        |
| Firm M/s                              |                                        | against             |
| Work order No.                        | dated                                  |                     |
|                                       |                                        |                     |
|                                       |                                        | Signature of worker |

Signature & Stamp of Contractor.

(Deponent)

| ,       | , (Designation) of                                                                            |                                                                                                |                            |  |  |  |
|---------|-----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|----------------------------|--|--|--|
|         | ( Name                                                                                        | e of Corporation/Company/Board/Trus                                                            | t), having PAN No.         |  |  |  |
|         | (hereby in after re                                                                           | eferred as the Corporation/Company                                                             | /Board/Trust), hereby      |  |  |  |
| declare | and affirm as under:                                                                          |                                                                                                |                            |  |  |  |
| (1)     | That the Corporation/Company/Board/Trust is a regular income tax assessee.                    |                                                                                                |                            |  |  |  |
| (2)     | That the Corporation/Company/Board/Trust has been filling its return of income tax regularly. |                                                                                                |                            |  |  |  |
| (3)     | That the Corporation/Company                                                                  | That the Corporation/Company/Board/Trust has filed return of income tax for the financial year |                            |  |  |  |
|         | 2021-22,2022-23 and 2023-24 under the provision of section 139(1) of the Income Tax Ad        |                                                                                                |                            |  |  |  |
|         | 1961 as per details given below:                                                              |                                                                                                |                            |  |  |  |
|         | Assessment Year                                                                               | Acknowledgement Number                                                                         | Date of Filling            |  |  |  |
|         |                                                                                               |                                                                                                |                            |  |  |  |
|         |                                                                                               |                                                                                                |                            |  |  |  |
|         |                                                                                               |                                                                                                |                            |  |  |  |
|         |                                                                                               |                                                                                                |                            |  |  |  |
|         |                                                                                               |                                                                                                |                            |  |  |  |
|         |                                                                                               |                                                                                                |                            |  |  |  |
| (4)     | That the new provisions of Sect                                                               | tion 206AB/Section 206CCA which re                                                             | quire deduction /collectio |  |  |  |
| (4)     | ·                                                                                             | tion 206AB/Section 206CCA which re<br>s are not applicable to our Corpora                      |                            |  |  |  |
| (4)     | of tax at source at higher rate                                                               |                                                                                                | tion/Company/Board/Trus    |  |  |  |
| (4)     | of tax at source at higher rate                                                               | s are not applicable to our Corpora                                                            | tion/Company/Board/Trus    |  |  |  |
| (4)     | of tax at source at higher rate                                                               | s are not applicable to our Corpora                                                            | tion/Company/Board/Truses. |  |  |  |
| (4)     | of tax at source at higher rate                                                               | s are not applicable to our Corpora                                                            | tion/Company/Board/Trus    |  |  |  |
| (4)     | of tax at source at higher rate                                                               | s are not applicable to our Corpora                                                            | tion/Company/Board/Truses. |  |  |  |

#### **ANNEXURE-XIV**

**Subject:** Annual Maintenance Contract for operation & preventive/routine/breakdown maintenance of Electrical Distribution System at RGTPP Colony, Khedar, Hisar.

| Rate Quoting Sheet <u>(For Reference only)</u> |            |                                                                                                     |                                                 |  |  |  |
|------------------------------------------------|------------|-----------------------------------------------------------------------------------------------------|-------------------------------------------------|--|--|--|
| UOM                                            | OM (A)     | Basic Lumpsum Rate in Rs per Month (without GST) in Figures To be entered by the Bidder in Rs. P(B) | Total Amount for 12 Months without GST in Rs. P |  |  |  |
| Months                                         | nths 12    | To be filled online  (For Reference only)                                                           |                                                 |  |  |  |
| Months                                         | nths 12    | To be filled<br>online<br>(For Reference<br>only)                                                   |                                                 |  |  |  |
| K                                              | <b>Mor</b> | Months 12                                                                                           | To be filled online  (For Reference             |  |  |  |

# Note:

- 1. The rates to be quoted at Sl. No.1shall be applicable for First Year from the date of start of work under the contract.
- 2. The rates to be quoted at SI. No.2 shall be applicable for Second Year of the contract starting after the date of completion of first year under the contract and during the extension period if any.
- 3. The whole work against this tender shall be awarded to a single firm whose overall quoted price for both the years will be lowest (L1).
- 4. The GST will be paid extra as applicable.

Note: The above sheet is for reference only. The rate must be filled in rate sheet attached in the website.

# TECHNICAL CHECK LIST FORMAT (To be filled/ uploaded online only)

|     | (10 be filled/ uploaded online only)  Bidder                                                        |          |  |  |  |
|-----|-----------------------------------------------------------------------------------------------------|----------|--|--|--|
|     |                                                                                                     | Response |  |  |  |
| Sr. |                                                                                                     | (Yes or  |  |  |  |
| No. | Technical Specification                                                                             | No)      |  |  |  |
| 1   | Tender cost with e-service fees                                                                     |          |  |  |  |
| 2   | Earnest Money Deposited                                                                             |          |  |  |  |
| 3   | Documentary Evidence regarding Qualification Criteria:                                              |          |  |  |  |
|     | Bidder to have minimum 1- year experience of AMC LT Switchgears &other electrical                   |          |  |  |  |
|     | equipments in any Thermal Power Station/ NTPC/ Electricity Boards/ PSUs in the                      |          |  |  |  |
|     | preceding 07year ending on 30.05.2024 and having minimum order value including                      |          |  |  |  |
|     | GST as under:-                                                                                      |          |  |  |  |
|     | Single order of the value not less than Rs. 26,77,268/-                                             |          |  |  |  |
|     | OR                                                                                                  |          |  |  |  |
|     | Two orders of the value not less than Rs. 16,73,292/- each                                          |          |  |  |  |
| i   | OR                                                                                                  |          |  |  |  |
|     | Three orders of the value not less than Rs. 13,38,634/- each                                        |          |  |  |  |
|     | The authentic documentary evidence in support of their claim of having said                         |          |  |  |  |
|     | experience and turnover should be enclosed in technical bid for consideration of                    |          |  |  |  |
|     | their tender.                                                                                       |          |  |  |  |
|     | The tender documents of only those bidders shall be considered who fulfill the                      |          |  |  |  |
|     | eligibility criteria and submit documentary evidence in support of the same along                   |          |  |  |  |
|     | with a copy of a performance certificate/ repeat order from the same organization                   |          |  |  |  |
|     | if any                                                                                              |          |  |  |  |
| ii  | Documentary Proof for Turnover Certificates as prescribed in NIT.                                   |          |  |  |  |
|     | The firm should be registered under contract labour (Regulation & abolition) Act,                   |          |  |  |  |
| iii | 1970 and possesses a valid labour license for deploying the workers on the work                     |          |  |  |  |
|     | or will obtain the same within 15 days of issuance of work order.                                   |          |  |  |  |
|     | Documentary Proof for Permanent EPF and ESI Registration number from                                |          |  |  |  |
| 4   | Provident Fund Commissioner. Documentary Proof for GST number and PAN.                              |          |  |  |  |
|     | Statement of bidders as per AnnexureX. Acceptance of all terms & conditions of tender Annexure-VII. |          |  |  |  |
|     | Firm should submit a certificate to the effect that the tenderer is not presently                   |          |  |  |  |
| 5   | black listed from any Public Sector undertakings of Central Govt. / State Govt. /                   |          |  |  |  |
|     | SEBs / Corporations / any other reputed Thermal / Hydel Plant etc.                                  |          |  |  |  |
| 6   | Authority letter in the name of the Authorized Person who has signed the Tender                     |          |  |  |  |
| 0   | Document / Price Bid on behalf of the Contractor / Company.                                         |          |  |  |  |

Signature and stamp of Firm