

**DEEN BANDHU CHHOTU RAM THERMAL POWER PROJECT,
YAMUNA NAGAR.**

(A Unit of Haryana Power Generation Corporation Limited)

(Regd. Office: C-7, UrjaBhawan, Sector-6, Panchkula)

Corporate Identity No. U45207HR1997SGC033517

Website:-www.hpgcl.org.in



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

TENDER DOCUMENT

(NIT No. : 127/SYD/251/2027-2029 Dated:25.08.2026)

FOR

**ARC/AMC for Operation & Maintenance of HT/LT
Switchgear, Transformers, Street Lighting, Sub Station and
electrical maintenance of Residential/Non- residential
buildings and common utilities services and Single point
metering of DCRTTP, HPGCL Colony, Yamuna Nagar.**

EXECUTIVE ENGINEER /SWITCHYARD

**DEEN BANDHU CHHOTU RAM THERMAL POWER PROJECT,
YAMUNA NAGAR.**

Email: xensyd.dcrtp@hpgcl.org.in

MOBILE No. 9354782031



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

HARYANA POWER GENERATION CORPORATION LIMITED

Regd. Office-C-7,Urja Bhawan,Sector-6,Panchkula
Corporate Identity Number:U45207HR1997SGC033517
Website: www.hpgcl.org.in E-mail-xensyd.dcrtp@hpgcl.org.in



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NOTICE INVITING TENDER (E-TENDER)

Haryana Power Generation Corporation Limited on behalf of Chief Engineer/DCRTPP invites e-tenders in two parts through online reputed firms for ARC/AMC for Operation & Maintenance of HT/LT Switchgear, Transformers, Street Lighting, Sub Station and electrical maintenance of Residential/Non- residential buildings and common utilities services and Single point metering of DCRTPP, HPGCL Colony, Yamuna Nagar.

NIT No.	Name of Work	Period of contract	EMD amount	Tender Document Fee + e-Service Fee (1180+1180) (Non-Refundable)	Last Date of Bid Submission
127/SYD/251/2027-2029 Dated: 25.08.2026	ARC/AMC for Operation & Maintenance of HT/LT Switchgear, Transformers, Street Lighting, Sub Station and electrical maintenance of Residential/Non-residential buildings and common utilities services and Single point metering of DCRTPP, HPGCL Colony, Yamuna Nagar for two years.	24 Months	2,41,500/-	Rs. 2360/-	22.09.2026

The Bidders can download the tender documents from the Haryana Engineering Works portal (<http://works.haryana.gov.in>) and E tender Portal (<https://etenders.hry.nic.in>). The Bidders shall have to pay for the Tender documents, EMD Fees & eService Fee online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between contractors and online payment authorization networks. The Payment for Tender Document Fee and eService Fee can be made by eligible bidders/ contractors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT.

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

Under this process, the Pre-qualification/ Technical online bid Application as Part-I as well as online Price Bid as Part-II shall be invited at single stage under two covers i.e. Pre-qualification /Technical & Commercial Envelope. Eligibility and qualification of the Applicant will be first examined based on the details submitted online under first cover (Pre-qualification & Technical) with respect to eligibility and qualification criteria prescribed in this Tender document. The Price Bid under the second cover shall be opened for only those Applicants whose Pre-qualification/Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

- 1. The payment for Tender Document Fee and e-Service Fee shall 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 or OTC Please refer to 'Online Payment Guideline' available at the Single e-Procurement portal of GoH (Govt.of Haryana) and also mentioned under the Tender Document.**

2. Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://etenders.hry.nic.in> to be eligible to participate in the e-Tender.
3. The interested bidders must remit the funds at least T+1 working day (Transaction + One Day) in advance **and make payment via RTGS/NEFT or OTC to the beneficiary account number Specified under the online generated challan. The intended bidder/Agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/Tenders at <https://etenders.hry.nic.in>.**
4. The interested bidders shall have to pay mandatorily e-Service fee (under document fee–Non refundable) of Rs.1180/- (One Thousand One Hundred Eighty only including GST) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.
The Payment for document fee/ e-Service fee can be made by eligible bidders online directly through Debit Cards & Internet Banking.

NOTE: If the tenders are cancelled or recalled on any grounds, the tender document fees & eservice fee will not be refunded to the firm. The tenderers can submit their tender documents (Online) as per the dates mentioned in the key dates mentioned below:-

Key Dates

Sr. No.	Department Stage	Tenderer's Stage	Start date	Expiry date
1.	Tender Authorization & Publishing	-	25.08.2026	22.09.2026
2.	-	Downloading of Tender Documents, Bid Preparation & Bid submission	25.08.2026	
3.	-	Last date of submission of EMD through Demand Draft	20.09.2026	
4.	Technical Opening (Part-I)	-	25.09.2026	
5.	Short listing of Technical bids & Opening of Financial Bid		Will be intimated to the firms on their E-mail	

For
Executive Engineer/Switchyard,
Chief Engineer/ DCRTTP,
HPGCL, Yamuna Nagar.

 HPGCL 001,14001 & OHSAS:18001 Certified Company	HARYANA POWER GENERATION CORPORATION LIMITED Regd. Office-C-7,Urja Bhawan,Sector-6,Panchkula Corporate Identity Number:U45207HR1997SGC033517 Website: www.hpgcl.org.in E-mail-xensyd.dcrtp@hpgcl.org.in	
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Annexure-I

Instructions to bidder on Electronic Tendering System

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

All the bidders intending to participate in the tenders processed online are required to get registered on the centralized e - Procurement Portal i.e. <https://etenders.hry.nic.in>. Please visit the website for more details. The bidder also needs to be registered with Haryana Engineering Works Portal (www.works.haryana.gov.in) of Govt of Haryana for participation in tender and proof of same i.e. HEW Portal ID should be enclosed with tender documents.

2. Obtaining a Digital Certificate:

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.

A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicants 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>.

The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from: <https://etenders.hry.nic.in>.

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).

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.

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.

The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3 Opening of an Electronic Payment Account:

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

4 Pre-requisites for online bidding:

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

5 Online Viewing of Detailed Notice Inviting Tenders:

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

6 Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Procurement portal <https://etenders.hry.nic.in> and HEWP <https://works.haryana.gov.in>.

7 Key Dates:

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

8 Bid Preparation (Technical & Financial) Online Payment of Tender Document Fee, e-Service fee, EMD fees and Submission of online Bids:

The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee can be made by eligible bidders/ contractors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT.

NOTE: -1. "The bidder who does not have contractor ID on HEWP cannot participate in tendering process. The bidders who have contractor ID but have not registered on HEWP can participate in tendering process by paying the Earnest money through online payment on the portal. Bidders who have contractor Id and are registered on HEWP and also have deposited one time deposit are eligible for participation in the tender by annexing bid specific Earnest Money Declaration Form generated from HEWP. The bidder who is registered as contractor with Haryana Government and is availing the exemption available for earnest money, shall upload bid specific Earnest Money Declaration form duly downloaded from HEWP."

The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks. The Tender Document Cost including E-service cost shall be paid online through Debit card or net banking and EMD shall be paid through RTGS/NEFT. Confirmation of receipt of the above costs is must before final submission of the tender. RTGS/NEFT may take 48 hrs. for clearance, therefore, EMD should be paid well in time so that tender can be submitted within closing date of tender

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

Submission of bids will be completed by submission of the digitally signed & sealed bid as stated in the time schedule (Key Dates) of the Tender.

NOTE: "The CBD generated by Haryana Engineering Works portal (<http://works.haryana.gov.in>) is not applicable for this work. All contractors shall strictly follow the NIT terms & conditions uploaded by the Executive Engineer on Haryana Engineering Works portal (<http://works.haryana.gov.in>) and E tender Portal (<https://etenders.hry.nic.in>)."

9. The following are exempted from depositing the earnest money:-

- i). Public Sector Undertakings of the Central / Haryana State Government.
- ii) EMD Exemption for MSME firm is not applicable to "Service" Sector as directed by DS&D Haryana.
- iii) Relaxation in EMD shall be given to the only tenderer, if the firm is registered on HEWP portal and also paid the Security amount on HEWP through online payment mode. Firm has to submit documentary proof for EMD/ Security deposit specific Earnest Money Exemption Declaration Form generated from HEWP.
- iv) The bidders who have contractor ID but not submitted Security amount on HEWP through online payment mode. Firm can participate in tendering process by paying the Earnest money through online payment on the portal. Bidders who have contractor Id and are registered on HEWP and also have deposited one time deposit are eligible for participation in the tender by annexing bid specific Earnest Money Exemption Declaration Form generated from HEWP. The bidder who is registered as contractor with Haryana Government and is availing the exemption available for earnest money, shall upload bid specific Earnest Money Exemption Declaration form duly downloaded from HEWP."
- v) MSME of Haryana based /any other states shall not be considered for exemption in EMD, Tender fee and E service fee.

10. Mandatory Documents

- a) Proof of Constitution - Partnership deed (in case of the partnership firm registration); or Certificate of Incorporation (in case of Private limited company, public limited company, Public Sector Undertaking, Limited Liability Partnership, registration); or Any proof substantiating constitution (in the case of society, trust, AOP, Government department, local authority, statutory body registration.)
- b) PAN Card
- c) GST Certificate
- d) Undertaking of Non-Blacklisting (Certificate that contractor has not been blacklisted previously)
- e) Cancelled Cheque / Proof of bank account
- f) Proof of Address
- g) EPF/ESI registration certificate.
- h) Similar works experience, Turnover, all documents as per PQR.

11. 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 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 document's fee and EMD.
- (D)** Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://etenders.hry.nic.in>.
For help manual please refer to the 'Home Page' of the e-Procurement website at <https://etenders.hry.nic.in>, and click on the available link 'How to..?' to download the file.

Executive Engineer/SYD
For Chief Engineer, DCRTTP,
HPGCL, Yamuna Nagar

 HPGCL 001,14001 & OHSAS:18001 Certified Company	HARYANA POWER GENERATION CORPORATION LIMITED Regd. Office-C-7,Urja Bhawan,Sector-6,Panchkula Corporate Identity Number:U45207HR1997SGC033517 Website: www.hpgcl.org.in E-mail-xensyd.dcrtp@hpgcl.org.in	
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ANNEXURE-II

INSTRUCTIONS TO THE BIDDERS

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

i.) The bids will be accepted from those reputed firms who fulfill following qualifying criteria:-

- a) The bidder should be OEM/OES or a registered vendor of HPGCL, as per vendor Registration Policy for the specific category of the work.
OR
- b) Bidder to have minimum 1-year experience of AMC of LT Switchgears and other electrical equipments in any thermal power Station/NTPC/Electricity Boards/ PSUs in the preceding 03 years.

ii) The bidder must have successfully executed the work orders of the same or similar item[s] /works during last 7 years ending last day of the month previous to the month in which applications are invited having minimum order value as under-

- a.) Single work order having annual value not less than Rs. 48,28,295/- OR
- b.) Two work orders having annual value not less than Rs. 30,17,684/- OR
- c.) Three work orders having annual value not less than Rs. 24,14,147/-

Note:

- i. Estimated cost (EC) for the purpose of above eligibility criteria has been taken for first 12-months only.
- ii. Similarly, if the bidder has a supply/ work order for a period of more than one year, the period and the proportionate value of the order which have been completed prior to the month in which applications are invited (duly supported by successful completion/ execution certificate for the such period/ value) shall be taken into consideration for assessing the eligibility criteria.

iii). Turnover:

Bidders must have average annual turnover in last 3 consecutive financial years ended prior to the financial year in which the applications are invited shall not be less than Rs 60,35,369/-

Note:

- a) Average Annual turnover = Sum of the Annual Turn Over of preceding three years/ 3 (As per Audited Accounts)
 - b) Other income shall not be considered for arriving at annual turnover.
 - c) In case where audited results for the last preceding financial year are not available for determining the average annual turnover, certification of financial statements from a practicing chartered accountant shall be considered acceptable.
- 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). Eligibility of the **black listed** firms to participate in NIT:
The firms who have been blacklisted by HPGCL or any other Centre or State Power Utility/ Board or Corporation/ or any other Thermal/Hydro Elect. project shall not be eligible to bid against the NIT of HPGCL. However;
 - (a) In case the blacklisting of the firm is for a specific plant and not for the organization as a whole then such blacklisting will not tantamount to ineligibility of the bidder.
 - (b) Blacklisting of the firm by any unit of the HPGCL shall be considered as ineligibility of the firm at any other project of HPGCL.
 - (c) In case any firm was blacklisted for a limited period in past by any organization and presently such blacklisting has removed by such organization then it will not tantamount to ineligibility of the bidder.
 - (d) Firm has **to certify** itself for its eligibility with supporting documents to participate in the NIT **stating that it has not been blacklisted by any organization presently**, however in case at a later stage such certification is found wrong then it will lead to misrepresentation of the facts and the firm shall be treated as blacklisted on this ground and action shall be taken as per regulation 36 & 37 of HPGCL 'Works & Purchase Regulations, 2015'.
- vi). The bidder should have a valid **P.F. Code No., PAN, and GSTIN.**
- Vii). The bidder should have a valid **ESI** no. or shall submit an undertaking to provide the same within one month of issue of work order.
- viii). The contractor has registered under Contract Labour (Regulation & Abolition) Act, 1970 and possesses a valid labour license (if applicable) for deploying the workers on the work or will submit under taking to obtain the same within 15 days of issuance of work order. Contractor shall provide LIN No./Shop No. for registration.

Note: -The firm should fill statement to bidders as per *Annexure-IX of NIT* and submit authentic supporting documents for proving its credential. Original documents may be asked for verification at the time of finalizing the tender.

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

2. **Disqualification of the Bidder:-**

- i) Even though the bidders meet the above Qualifying Criteria they are subject to be disqualified, if they have made misleading or false representations in the forms, statements and attachments submitted as the proof of the qualification requirements.
 - ii) The Bidders shall supply partnership deed in case of partnership firm / Memorandum of Association and Article of Association in case of a company.
 - iii) Notwithstanding anything stated above, Haryana Power Generation Corporation Ltd. reserves the right to assess the tenderer's capacity to perform the contract, should the circumstances warrant such assessment, in the overall interest of the Haryana Power Generation Corporation Ltd. In this regard the decision of corporation will be final.
3. Conditions of the contract and other information can be had from the office of **Executive Engineer/Switchyard, DCRTPP, HPGCL, Yamuna Nagar (Email ID:- xensyd.dcrtp@hpgcl.org.in)**, on any working day prior to last date of Downloading of Tender Documents & Bid Preparation.
 4. The Tender Document can also be seen on HPGCL website www.hpgcl.org.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 the true meaning of any part, he shall clarify same from tender issuing office in writing before the due date and time of submission of the bid.
 6. The tenderer shall only be submitted on the centralized e - Procurement Portal i.e. <https://etenders.hry.nic.in> and no manual submission shall be accepted.
 7. The tenderers will quote their rates strictly as per details of price quoting sheet.
 8. 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.
 9. All tenders received against open tender enquiry irrespective of whether they are from the approved Firms on the registered list or others, shall be considered, provided they are on the prescribed e-tendering process mentioned above.
 10. The validity of the tender/ quotation should be at least for 120 days from the date of

- opening of price bid.
11. Negotiation will be held as per negotiation policy of HPGCL and amendment there of applicable from time to time.
 12. **The work will be awarded to overall L-I bidder for combine work of fixed charges (Part A) and Unit Charges (Part B) in this NIT.**
 13. No deviation from the terms & conditions of tender shall be accepted. Once bidder submits the tender online, it is presumed that all the terms & conditions are accepted including payment terms.
 14. The bidders / contractors shall observe the highest standard of ethics during the submission of tender, procurement and execution of the contract. In case of evidence of cartel formation by the bidder(s), EMD is liable to be forfeited.
 15. The bidder shall bear all costs associated with the preparation and submission of his bid, and HPGCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
 16. **Opening of Tender:-**
The tenders will be opened in the office of Executive Engineer/Switchyard, DCRTPP, HPGCL, Yamuna Nagar in the presence of authorized representative of the tenderers, if they so desire, at the time and date set for opening of tenders or in case any extension was given thereof on the extended tender opening date and time. Tenderer's authorized representatives (up to two persons) may attend the opening.
 17. The Price Bid (Part-II of the tender) shall be opened after Part-I of the tenders have been scrutinized and evaluated. The tenderers whose Part I have been approved, will be allowed to participate in opening of Price Bid (Part-II). The due date and time for opening of Price Bid (Part-II) shall be informed later on via e-mail.
 18. **Earnest Money:-**
The Tenderer shall deposit requisite Earnest Money along with the tender to ensure that the tenderer takes up the contract in right earnest. An EMD is applicable which is to be paid online as specified in Annexure-I.
 - i) The EMD of the successful tenderer will be adjusted against security deposit in the event of placement of order. EMD of unsuccessful tenderer will be refunded on finalization of contract.
 - ii) No interest shall be payable on Earnest Money Deposit.
 19. Chief Engineer, DCRTPP, HPGCL, Yamuna Nagar reserves the right to amend/ cancel the NIT or to change qualifying requirement or to reject any or all the tenders so received without assigning any reason.
 20. All the fields of Price bid shall be filled by the bidder
 21. **Site of Work Inspection:-**Before submitting the offer, the bidder is advised to carefully read the all terms & conditions of contract and inspect the site of work and get acquainted with the actual work & other prevalent conditions, facilities available, No claim will be entertained later, on the ground of lack of knowledge.
 22. The **Committee** nominated by HPGCL shall evaluate the **Technical Bid (Part-I)** as per the 'Pre- Qualifying requirements' at Sl. No. 1 of 'General Instructions to the bidders'. The decision of the committee shall be final and would be binding upon the bidders.
 23. **Price bid (Part-II)** of the firms which meet the 'Pre Qualifying Requirement' shall be opened on a subsequent date, with the approval of CE/DCRTPP under intimation to all the participants through E-mail.
 24. **E-tenders shall only be submitted** on the centralized e - Procurement Portal i.e. <https://etenders.hry.nic.in> The tenderers will quote their rates strictly as per the Rate Quoting Sheet (Annexure-VII).

Executive Engineer/ Switchyard
For Chief Engineer/DCRTPP,
HPGCL, Yamuna Nagar

 HPGCL 001,14001 & OHSAS:18001 Certified Company	HARYANA POWER GENERATION CORPORATION LIMITED Regd. Office-C-7,Urja Bhawan,Sector-6,Panchkula Corporate Identity Number:U45207HR1997SGC033517 Website: www.hpgcl.org.in E-mail-xensyd.dcrtp@hpgcl.org.in	
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Annexure- III

GENERAL TERMS & CONDITIONS OF CONTRACT

1. **Contact Agreement**

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

2. **Rate/Contract price**

Rate shall be quoted by the bidder, strictly as per the 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 will be presumed that the quoted prices are inclusive of all such statutory taxes/levies.

3. **Earnest money and security deposit**

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.

10% amount of the running bill shall be kept as security deposit. However the EMD already deposited by the bidder shall be converted into security deposit and the balance amount shall be deducted from the running bill.

The security deposit of the contractor shall be retained by HPGCL for faithful execution of the contract. Security deposit shall be released only after 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 firm.

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

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

- If the tenderer withdraws his tender at any stage during the currency of validity period.
- 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.
- In the event of a breach of contract in any manner.
- In case of evidence of cartel formation by the bidder(s).
- 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.
- 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**

Subject to any deduction which the HPGCL may be authorized to make under this contract, the payment shall be made as follows

“90% payment shall be made against the running bill or monthly bills for the work done & balance 10% shall be kept as security deposit which shall be released after the satisfactory completion of the contract including the period of guarantee / warranty”. No interest shall be paid by HPGCL on the security amount.

5. Mode of Payment

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

6. Completion period

Two years plus extendable for three months on the basis of performance. The work shall be started within 7 days of issue of LOI/work order whichever is earlier unless/otherwise directed by issuer of tender. The work shall be carried out and completed on month to month basis as per the requirement of contract.

The quantum of any item of scope may increase or decrease to any extent as per the site requirement, subject to the limit that total contract value shall not exceeded by 10% of the contract value. The payment shall not be made for the work not done. In case of increase of quantum of work the completion period of the contract will not change and the contractor will have to complete the job within stipulated period unless the completion period is extended in writing.

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. Penalty for delay

- a. If the quality of work is not up to the satisfaction of engineer in charge or there is a delay in attending of jobs, a penalty @ 2.5% of the monthly fixed charges is levied on the contractor for each default. The penalty as imposed above shall be subject to maximum 10% of the monthly fixed charges.
- b. Inspection of stores and T&P shall be carried out by officer in charge as and when he wishes, if T&P and Stores found short a penalty of Rs. 2000/- shall be imposed on the firm. The material and T&P shall be recouped by the firm within a week's time.
- c. The contractor shall deploy minimum 02 nos. technicians and 01 no. helper at 11 KV sub-station round the clock, if at any point of time the persons not found available by the engineer in charge then a penalty of Rs. 4000/- shall be imposed for each default.
- d. The contractor shall deploy minimum 03 nos. persons in general shift i.e. 01 no. supervisor, 01 no. Foremen and 01 helper, if persons deployed not found available then a penalty of Rs 2,500/- for each person shall be levied.
- e. The contractor shall deployed 02 nos. Data Entry operator in general shift, for single point metering and up keeping of records relates to finance department, if data entry operators found absent then a penalty of Rs 1000/- each shall be levied.
- d. Contractor shall provide 02 No. cell phone facilities to his Supervisor and Shift person to facilitate HPGCL for easy communication with the contractor. If these mobile numbers and/or phone are found switched off/non-working due to low balance or low battery and remain unreachable for one week or more continuously then officer in charge if wishes may impose a penalty of Rs1000/- for each week of default.

- e. Following penalties as per relevant act will be imposed for non-payment of wages or non-deposition of EPF/ESI etc.:

Particulars/ Clauses for Penalty	Act
Clause 20: Penalty for offences under the Act	The Payment of Wages Act, 1936.
Clause 31: Time for payment of contribution	The Employees State Insurance (General) Regulations, 1950 (amended on 11.01.2024)
Clause- 14- Penalties	The Employees Provident Funds and Miscellaneous Provisions Act, 1952
Chapter VI- Penalties and Procedure	Contract Labour (Regulation & Abolition) Act, 1970 & Rule 1971
Chapter VII- Penalties	The Employee State Insurance Act, 1950

9. Documentation

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

- i) Contractor shall submit monthly bill in duplicate to the executive in-charge along with the followings:
 - a) Monthly bill for the AMC / ARC work and in other cases bill for the work done, in duplicate. The bill should be on the contractor's bill book duly serially numbered and bearing date of issue, contractors EPF code, ESI code, Service Tax number, PAN & TIN. A photo copy of the EPF code, ESI code, Service Tax number, Labour license (if applicable), PAN & TIN shall be attached with the 1st running bill for reference and record.
 - b) Self attested copy of the deposit challan of EPF & ESI contribution, labour welfare fund deposited by the contractor for the labour engaged for the work duly validated with dossier of workers and their account number in the appropriate prescribed Performa.
 - c) Self attested copy of the attendance sheet, wages register and evidence of wage payment. Certificate from Labour Welfare Officer / Factory Manager stating that contractor has complied with all labour laws and safety rules. In case of non-availability of Labour Welfare Officer/Safety Officer, from EIC.
- ii) The bill of the contractor along with the annexure submitted by the contractor should be approved and verified by the officer in charge for gross value as well as net payable value and accompanied with the certificate/documents mentioned at iii & iv below.
- iii) Certificate from the Engineer-in charge a) Work has actually been done as per the contract and to entire satisfaction of EIC. b) The copy of EPF challan, ESI challan etc submitted by the contractor pertains to the labour deployed at site and none of the workers has been excluded there from. c) The record entry of 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 livable the amount of penalty is..... e) Copy of protocol and certificate for stage payment if required.
- iv) Certificate from labour welfare officer/factory manager stating that contractor has complied with all labour laws and safety clearance certificate from safety officer. In case of non-availability of labour welfare officer/safety officer from EIC.

10. Performance Bank Guarantee

Unless agreed otherwise contractor shall submit bank guarantee of the nationalized bank equivalent to 10% of the contract value in the prescribed performa valid up to one month after completion of warrantee period.

11. Warranty

- i) The contractor shall provide warranty for the workmanship of the work done for a period 90 days from the date of commissioning of equipment (s) repaired. During the liability period any defect is observed in the equipment which is attributed to poor workmen ship or poor

quality of material used by the contractor, the same shall be attended by the contractor free of cost.

- ii) During this period if some equipment(s), which has been attended by the contractor, is found to be defective, the same will have to be attended again without any additional charges to HPGCL. In such cases, warranty period shall start from the date of such repair/rectification. In case the contractor fails to respond within a reasonable time, the job will be got done from any other agency at the risk and cost of the contractor.

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 instruction 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. Over run charges

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

14. Idle Labour Charges

(Not applicable in case of Colony)

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, Works Tax & Sales Tax 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 labour laws like the Factories Act, Minimum Wages Act, ESI Act, Payment of Wages Act, the Workman's Compensation Act, EPF Act, Contractor labour (Regulation & Abolition) Act, 1970 and all other statutory requirements as amended from time to time to the entire satisfaction of Central/State Govt. Authorities, shall be the responsibility of the Contractor and he shall have to make good loss, if any, suffered by HPGCL on account of default in this regard by the contractor. EPF/ESI contributions will be deposited by the contractor in his own EPF/ESI code no. in the respective account of the workers. The contractor will submit the copy of EPF/ESI challan to the Factory Manager, at the time of 90% payment along with corresponding list of workers.

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 to Engineer-in-charge of work immediately after issue of LOI/work order, but before the start of the work.

20. Safety Rules

A Firm shall have to comply with all the provisions of safety rules. The Chief Safety Officer may impose penalty of **Rs.200/- per day per head** if the workers of contractor are found to be working carelessly without proper protective equipments in unsafe conditions. Against violation of any other clause, a penalty of Rs 500 /- per violation (minimum) shall be levied. In case of repeated violation of serious nature resulting in various serious accident or direct loss to the corporation /threatens to cause severe consequences, higher penalty rates may be imposed including suspension/ termination of the contract. If any action is initiated by Chief inspector of factories, Chandigarh or any other authority against occupier/factory manager or any other

authority of HPGCL in case of any fatal/non fatal accident or any other violation of factory act, 1948, Pb. Hr. factory rules, 1952 or any other industrial or labour act, the contractor shall be liable for the same and also to deposit the amount of fine/penalty if any. In case of default action as deem fit shall be initiated against the contractor.

A safety clearance certificate on quarterly basis from the chief safety officer/Factory Manager 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

Prevailing guidelines/instructions as issued by Govt. of Haryana/HPGCL.

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.

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

23. Set Off

Any sum of money due and payable to the Contractor under the contract (including security-deposit returnable to the Contractor) 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 Contractor 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 HPGCL.

25. Period of the contract

The period of contract shall be two years i.e.to from the award of Work Order/ LOI. Normally a notice of seven days shall be given for starting the job, but the contractor should be able to mobilize his resources within 24 hours, if necessity arises the period of contract may be further extended up to 3 months at the same rates & terms and conditions, at the discretion of HPGCL. However the contract/work order can be short closed at any time at sole discretion of HPGCL.

26. Loss of Plant HPGCL Property during execution of work

The contractor shall ensure that no damage or loss is done to HPGCL Plant property or any other agency in the jurisdiction of work site. In case it is found that there is any loss to the plant equipment, HPGCL property or human being due to negligence of the labour / worker of the contractor the same shall be made good to HPGCL by the contractor at his own cost.

The contractor shall make his own arrangement for all tools & tackles, skilled and unskilled labour etc. required for the execution of contract. The work shall be subject to inspection at all time by the Engineer-in-charge or his authorized representative(s). The contractor shall have to carry out the work to entire satisfaction of the Engineer-in- charge.

27. Environment Laws

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

28. Short Close

Contract may be short closed by HPGCL at any time during the period of contract without assigning any reason by giving a notice of one month for which no compensation will be paid to contractor.

29. Authorized Representative

The firm will intimate (in writing) the name of authorized representative at site to whom necessary instructions regarding the works can be imparted and who will make correspondence regarding contract related issues.

The signature of so authorized representative shall be got attested from first class magistrate or Notary Public.

30. Ownership Deed

The firm will give ownership deed / partnership deed / proprietorship deed (as applicable)duly attested by notary public for record and reference of his office.

31. Firm has to certify itself for its eligibility with supporting documents to participate in the NIT starting that it is not under any default towards compliances under any of the labour laws presently, however in case at a later stage such certification found wrong then it will lead to misrepresentation of the facts and the firm shall be treated as blacklisted on this ground and action shall be taken as per regulation 36 & 37 of the HPGCL works & purchase Regulation, 2015.
32. Safety/wages slip shall be issued by the contractor on monthly basis and EPF statements on annual basis to the manpower deployed against respective contracts.

For Executive Engineer/Switchyard
 Chief Engineer/DCRTPP
 HPGCL, Yamuna Nagar

 HPGCL 001,14001 & OHSAS:18001 Certified Company	HARYANA POWER GENERATION CORPORATION LIMITED Regd. Office-C-7,Urja Bhawan,Sector-6,Panchkula Corporate Identity Number:U45207HR1997SGC033517 Website: www.hpgcl.org.in E-mail:xensyd.dcrtp@hpgcl.org.in	 ॥ बदलता हरियाणा-बढ़ता हरियाणा ॥
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SPECIAL TERMS & CONDITIONS

1. Consumables such as cloth, cotton waste, emery paper, hacksaw blades. Insulating tapes, old dhoti and all small items required for handling & maintenance jobs will be arranged/ provided by the firm. In case contractor fails to bring sufficient, consumables to site without which HPGCL work is suffering, 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 contractor shall complete the entire work within the time given by Engineer-in –Charge. To achieve this, he has to work round the clock. Any number of jobs can be released for planned maintenance/overhauling and contractor has to carry out the work by developing sufficient workers in addition to attending to breakdown faults. However, in case there is any delay due to non-availability of spares any job involving machining in workshop time extension will be given by HPGCL with the approval of competent authority.
3. All T&P as per Annexure-VI & consumables shall be arranged by the firm at their cost and no separate charges shall be paid by HPGCL for these items.
4. Power and Water supply required for Operation & Maintenance of Electrical System will be made available by HPGC free of cost.
5. **Routine Maintenance:** Routine Maintenance & Servicing of Equipment's/Electrical System & their scheduled/preventive maintenance shall be planned in such a way that there is least interruption.
6. **Watch and Ward:** Watch and ward of Electrical system equipment in the safe custody shall be the responsibility of the firm during the period of contract.
7. **Damage due to negligence:** Any loss or damage to equipment due to negligence of operator of the contractor shall have to be paid by the contractor.
8. The contractor shall submit the man power roster to the officer in charge before the month.
9. All damaged / replaced materials shall be kept in safe custody and shall be returned to department as per instruction of engineer in charge.
10. Contractors will take necessary precautions/ safety measures during working at the site mentioned in scope of work as per Indian Electricity Rules/ Acts and they will be fully responsible for any damage of persons / Equipment's because of their work.
11. **PPE'S/Safety equipment:** Proper protective equipment i.e. Safety shoes, Helmet, Gloves, Safety googles, Masks, dress etc. are in the scope of the firm.
12. Contractor shall follow all the ISO and environmental guidelines and maintain the site accordingly.
13. **STAFF**
The contractor shall arrange T&P, consumables in sufficient quantity & quality and adequate technical teams & Labours with adequate qualification & experience in General as well as in Shift duty round the clock to carry out routine /breakdown/emergency faults Mtc. as enlisted at “**Annexure V (Scope of work)**” during working hours or at odd hours or holidays as per site requirement for faithful execution of the ARC.

Sr.no	Description of Charge / Designation	Qualification / Work Experience
1.	Supervisors/shift in charge (Highly skilled)	Diploma holders in Electrical field minimum experience of 3 years.
2.	Electrician/Technicians (Skilled)	One year experience with I.T.I. in Electrical or 7 years experience in electrical field.
3.	Forman (Highly Skilled)	Diploma holders in Electrical field minimum experience of 1 year.
4.	Unskilled labour – (Unskilled).	Matriculation

Contractor will make the teams for shift group including 3 manpower i.e. 2 nos. technicians and 1 no. helper in each shift group i.e. Morning, Evening and Night shift and 1 team for general shift including supervisor, foreman, helper/Driver cum operator for truck mounted boom lift vehicle & Data entry operator. Contractor shall provide weekly rest to their staff as per factory act within the suggested manpower. The shift staff shall note down the complaints and ensure the compliance of the complaints. All persons deployed by the contractor should be literate and well mannered. The contractor shall not employ men and women below the age of 18years and above 60years. The firm shall deploy the persons with the consent of Engineer In charge.

The authorized representative of the firm if any should be technically qualified i.e. Degree/diploma Electrical, so that he may understand the technical requirements of the site.

14. Persons deployed by the contractor for the work shall be the employees of the contractor for all intent and purposes and in no case, there shall be no relationship of employer or employee between the said personnel's and the Corporation. The contractor would furnish an undertaking on non-judicial stamp paper of Rs 10/-, for each and every worker employed by him, that the worker will not claim any lien as a worker of HPGCL, for the services, he is rendering to the contractor.
15. The persons so deployed by the Contractor shall remain under the control and supervision of the contractor and contractor shall be liable for payment of their wages etc. and all other dues in time, which the contractor is liable to pay under various regulations and other statutory provisions.
16. Electricity, water will be provided free of cost at one point as per requirement of job. HPGCL may provide suitable space for site store free of charge to the contractor.

17. MATERIAL 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, if required, and return of scrap back to stores. The contractor shall also carry out the work of loading/ unloading of material being sent for repairs or received after repair to/ from outside of DCRTTP at his own cost. 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.
- b. Manpower Transportation: 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.
18. The persons deployed by the contractor shall not be deemed to be in the employment of HPGCL for any purpose whatsoever. The contractor shall abide by the rules, laws and regulations that may be enforced from time to time regarding the employment conditions of service of his employees. Under no circumstances whatsoever, HPGCL would be held responsible to the workmen of the contractor. HPGCL shall have the right to pass on the responsibility on the contractor together with any expenses incurred by HPGCL as a result of certain dues on the part of employees of the contractor. HPGCL shall be entitled to recover/ claim dues/compensation from the contractor in that event.
19. The contractor would immediately remove any person employed on the work, whose misbehavior causes any nuisance or otherwise in the opinion of the Engineer-in –Charge is

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

20. The contractor would station adequate working personnel in such a way that the maintenance work is carried out effectively & without any delay round the clock. The work shall have to start immediately as per the instructions of Engineer-in –Charge or his representative. The contractor should be able to mobilize the working force as per the quantum of work and should be capable of executing maintenance work simultaneously at no. of fronts depending upon the site requirements. The deployment of the workers of contractor will be subject to approval of Engineer-in –Charge of the work. If more persons are required for the completion of work in the time schedule as per emergency defined by Engineer-in-Charge, the same shall be arranged by the contractor without any extra payment to complete the work. The contractor would be responsible for the following:
- a) The contractor shall be responsible for any miss-happening / accident to any workmen at site of work & compensation payable to workmen on this account. All liabilities arising out of any provision of labour act / workmen's compensation act shall be the responsibilities of the contractor. Any expenditure incurred by HPGCL arising out of the negligence of the contractor would be recovered from his bills / pending dues.
 - b) The contractor shall be responsible for the good conduct of all the workmen at work site.
 - c) The contractor shall be responsible for the loss / damage caused to the property of HPGCL or any other agency by the contractor or any of his workmen / employee. It shall be the sole responsibility of the contractor to ensure security and safety of all the property and assets, moveable and immovable of Department in DCRTTP Colony and if there is any loss on account of dishonesty connivance and/or due to any other reason, the contractor shall make good on demand the loss of the Department of any theft or pilferage that comes to notice or otherwise reported to Officer-In-Charge of Department.
 - d) The contractor shall comply with central and state government laws, statutory rules, and regulations such as wages act, insurance act, minimum wages act, and industrial dispute act contract labour (regulation and obligation act 1970), EPF act 1952, ESI act & workmen's compensation act 1923 or any other act, rules and regulations for the labour as may be enacted by the Govt. during the tenure of the contract having force or jurisdiction at site. The contractor shall give instructions / record to the local Government bodies and other authorities as required by them from time to time.
 - e) The contractor shall be responsible for fulfilling all the obligations towards the persons deployed under various laws from time to time.
 - f) Discipline/welfare of the personnel deployed by contractor shall be his sole responsibility and any in-discipline/misconduct of personnel shall be promptly attended to by him as desired by the Employer.
 - g) The contractor shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct of acts of his employees deployed and for the preservations of peace and protection of persons and property of Department **(HPGCL)**.
 - h) Contractor shall deploy his persons in such a way that persons get weekly rest, the working hours/leave for which the work is taken from them, under relevant provision of shop & establishment act.
 - i) Contractor shall keep indemnifies against all claims whatsoever in respect of the employees deployed by the Contractor at various points. In case any employees of the contractor so deployed enter in dispute of any nature whatsoever, it will be the prior responsibility of the contractor to contest the same. In case HPGCL is made party and is supposed to contest the same, the HPGCL will be reimbursed for the actual expensed incurred towards counsel fees and other expenses, which shall be paid in advance by the Contractor to department on demand. Further, the Contractor shall ensure that financial or any other liability comes on department and it shall be indemnified in this respect.
21. The contractor will submit the monthly Labour welfare Fund copy.
22. Any damage or loss caused to the property of the HPGCL in DCRTTP Colony due to negligence of the contractor's labour/manpower, the contractor will have to make good the losses suffered by the Department failing which the losses will be recovered from the dues of the contractor.
23. Preservation & storage of material: All the material issued to the contractor by the HPGCL or brought by the contractor for its bonafide use shall be stored and preserved against any loss/ damage/ shrinkages or deterioration in any form. Any damage/ losses suffered on this

account shall be considered as loss due to willful negligence on part of the contractor and shall be liable to compensate HPGCL for these losses suffered at panel rates to be determined by the HPGCL. The rates charged for the purpose of recovery shall be final and binding on the contractor.

24. ENGINEER-IN-CHARGE

- a) The Engineer-in –Charge shall have the general supervision of the work. The work shall have to be started by the contractor as per the instruction of Engineer-in –Charge or his authorized representative at any time on working day, on holiday or after office hours, shall be confirmed by post-dated indent. The indent will indicate the date / time of start of work, details of work and scheduled time of completion of work as per contract. The time allowed for a work maintained in the indent will be addition of time of all the jobs/ activities as per contract. The Engineer-in –Charge may reduce the total cumulative time of various activities, keeping in view of emergency to bring back the equipment in time. The total time allowed by the Engineer –in –Charge will be final & binding to the contractor. He has authority to stop the work whenever such stoppage is necessary to ensure the proper execution of the contract. He shall also have authority to reject all works or part thereof and give necessary direction to carry out work again to his satisfaction. No claim whatsoever on this account will be entertained.
 - b) The decision of Engineer-in –Charge shall be final in regard to all matters relating to this contract.
 - c) The decision of Engineer-in-Charge for determining the category of the work with reference to the items not mentioned in scope of work shall be final.
 - d) The execution of work has to be carried out under all weather conditions and at all sites of DCRTTP Colony. The contractor may have to carry out jobs and work round the clock, as per the requirement to be decided by Engineer-in –Charge. No extra claim/ over time will be paid on this account.
 - e) In case the contractor fails to do the extra/ substituted work, Engineer-in-Charge will have the right to get the work done through another agency at the risk & cost of the contractor.
 - f) In case of any dispute, the contractor may represent in writing to the Engineer-in-Charge whose decision shall be final and binding.
 - g) On taking over the responsibility in case any person deployed by the contractor does not come up to the mark of performing his duties properly or indulges in any unlawful disorderly conduct, the contractor shall take suitable action against such employee of his own or on the report of the Officer-in-Charge of department. The contractor shall immediately replace of job assigned, the Contractor shall formulate the mechanism and duly assignment and same shall be informed to the Officer-in-Charge of Department. The same shall be reviewed from time to time as per work performance and additional measures required if any shall be taken by the contractor for streamlining the system. The Contractor shall be duty bound to carry out the direction/instructions given to him by the department/Officer-in-Charge in this respect from time to time.
 - h) The Engineer-in-charge or his authorized representative shall be liberty to carry out check on the persons deployed by the contractor in order to ensure that they are doing their duties properly.
26. In case HPGCL is unable to supply the spares in time to the contractor after opening of any equipment and the contractor remains unable to complete the job in absence of these spares, then the contractor shall be allowed the extension time for completing the job. This extension will be granted with the approval of competent authority. In case any spare, spares of the equipment under outage are to be repaired & machined in the workshop/ Private sector and the job gets delayed, the extension in completion time will also be considered accordingly with the approval of competent authority. Nothing extra will be paid for idling time etc.
27. Department reserves its right to have the contracted job done at the risk and cost of the Contractor, if in the opinion of the department the work and conduct of the Contractor is not to the entire satisfaction and is not strictly in accordance with the terms of present contract, the opinion of the Engineer-in-charge, DCRTTP Colony, Yamuna Nagar in this regard shall be final and binding and contractor shall have no objection to that.
28. HPGCL shall have power to make any alteration, omission from addition to or substitutions for the original specifications and instructions which may be considered necessary during the progress of work and contractor shall carry out the work in accordance with any

instructions which may be given to him in writing duly signed by the Engineer –in –Charge. Such alterations, omissions, additions, substitutions shall not invalidate the contract and any alteration, additional or substituted work which the contractor may be directed to do shall be carried out by the contractor on the same conditions in all respects on which he has agreed to do the main work.

29. Cell phone; the successful contractor shall provide 02 No. cell phone facilities to his Supervisor and Shift person to facilitate HPGCL for easy communication with the contractor. The contact no shall be intimated by the contractor immediately after the award of the contractor.

Executive Engineer/Switchyard
For Chief Engineer/DCRTPP
HPGCL , Yamuna Nagar

 HPGCL 001,14001 & OHSAS:18001 Certified Company	HARYANA POWER GENERATION CORPORATION LIMITED Regd. Office-C-7,Urja Bhawan,Sector-6,Panchkula Corporate Identity Number:U45207HR1997SGC033517 Website: www.hpgcl.org.in E-mail:xensyd.dcrtp@hpgcl.org.in	 ॥ बदलता हरियाणा-बढ़ता हरियाणा ॥
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SCOPE OF WORK

Sr. No.	Description of Work
1.	<u>Routine maintenance of</u> b) Residence buildings, Feeder Pillars, Street lightings, HT/LT Cablings etc. c) Various other blocks comprising of Guest House, Rest House, Field Hostel, Transit Accommodation Block-A&B, Staff Club, Officer Club, Dispensary, Complaint Centre, Community Centre, and other community services. d) CISF Campus: - Residential and non-residential buildings, Street lighting. e) 11 KV- Main Sub-Station, 11 KV- CISF Sub-Station.
2.	<u>Single point metering</u> a) Billing Software & development & Maintenance: -Data Entry operator is required to develop and maintain billing software and consumer database for various categories of consumers. b) Consumer database Maintenance &Storage: -Data Entry operator shall ensure the requisite security of database of consumers. c) Bill Generation/Printing: -Data Entry operator will generate and print as per the Single Point Energy Meter generated bill. d) Energy Meter Readings: -Data Entry Operator will record the energy bill readings. e) Upkeep of records related to finance department.

Note: -

- All the T&P required for the maintenance job shall be made available in maintenance office by the contractor (The list of T&P required is also enclosed as per Annexure-VI)
- If some extra manpower skilled/unskilled is required for completing the maintenance job that shall also be arranged by the contractor without any extra remuneration.
- Supervisor should be available round the clock even during odd hours as per requirement.
- All the complaints are required to be attended within a reasonable period not exceeding 24Hrs. If any consumable/spare is not available the complaint shall be attended within 03 days. Rewinding of Ceiling fans/exhaust fans within 05 days.
- In case spares are not readily available at site and O&M store and same are required to be removed from any other unit, then contractor is bound to do the same free of cost.
- The work of LT cable jointing, LT power cable thimbling etc. shall be in the scope of the firm. (LT joints will be supplied by HPGCL)
- Any miscellaneous work not mentioned in scope but is essential for completion of maintenance, repairing/overhauling of any equipment in the scope, shall be deemed to be in the scope of contractor.
- Firm will provide one A4 size paper rim per month and refill/top up the printer cartridge as per site requirement for generating of electricity bill under single point metering.

Executive Engineer/Switchyard
For Chief Engineer, DCRTTP,
HPGCL, Yamuan Nagar

 HPGCL 001,14001 & OHSAS:18001 Certified Company	HARYANA POWER GENERATION CORPORATION LIMITED Regd. Office-C-7,Urja Bhawan,Sector-6,Panchkula Corporate Identity Number:U45207HR1997SGC033517 Website: www.hpgcl.org.in E-mail:xensyd.dcrtp@hpgcl.org.in	 ॥ बदलता हरियाणा-बढ़ता हरियाणा ॥
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LIST OF T & P

1. Insulating Gloves 1.1 KV and 11 KV (02 Sets each).
2. 04 No. Pliers (Taparia make).
3. 04 No. Nose Pliers (Taparia make).
4. 01 No. Gotti Set (Taparia make).
5. 08 No. Screw Driver Set (Taparia make).
6. 02 No. Digital Tong Tester (0 to 30 amp. & 0 to 500 amp.) (Motwani/Metravi make).
7. Megger 500V (hand driven) & 5000 Volt (Electronic Megger). Any standard makes.
8. 02 No. Digital Multi meter (Motwani/Fluke, Kyoritsu make).
9. 01 No. Drill Machine (Bosch make)
10. 02 No. Allen key set (Taparia make)
11. 03 No. Wire stripper (Taparia make)
12. 02 No. Safety Belts
13. 03 No. Torch (04 Cell)
14. 01 No. Ring Spanner Set (Taparia make)
15. 01 No. Box Spanner Set "D" (Taparia make)
16. 01 No. Crimping tool (Taparia make)
17. 01 No. Air Blower (Bosch make)
18. 02No. Ladders & 02 No. Stair Stool each for colony maintenance.
19. 02 No. Earthing Rod.

NOTE: 1. All safety appliances are required to be provided by the contractor to their workers.

Executive Engineer/Switchyard
For Chief Engineer/ DCRTTP,
HPGCL, Yamuna Nagar

 HPGCL 001,14001 & OHSAS:18001 Certified Company	HARYANA POWER GENERATION CORPORATION LIMITED Regd. Office-C-7,Urja Bhawan,Sector-6,Panchkula Corporate Identity Number:U45207HR1997SGC033517 Website: www.hpgcl.org.in E-mail:xensydcrtpp@hpgcl.org.in	 ॥ बदलता हरियाणा-बढ़ता हरियाणा ॥
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RATE QUOTING SHEET**Part A (Fixed charges) for 2 years (24 months)**

Sr. No.	Description of Work	Yearly Frequency	Unit Rates to be quoted for 1 st year (12 months) (GST Extra as applicable)	Total Rates for 1 st year	Unit Rates to be quoted for 2 nd year (12 months) (GST Extra as applicable)	Total Rates for 2 nd year (12 months) (GST Extra as applicable)
1	ARC/AMC for Operation & Maintenance of HT/LT Switchgear, Transformers, Street Lighting, Sub Station and electrical maintenance of Residential/Non-residential buildings and common utilities services and Single point metering of DCRTTP, HPGCL Colony, Yamuna Nagar for two years.	12 Months				

Part-B (Unit Rates)

Sr.No.	Description of work	Tentative 2 years (24 Months) frequency in no./Sq inch. /mtr/pole	Unit Rates (Item wise) in Rs (GST Extra as applicable)	Total Rates (GST Extra as applicable)
1.	Supply & Replacement of 05 Amp Switches (make Anchor, Panasonic, Philips, Havells only)	1000		
2	Supply & Replacement of 05 Amp Socket (make Anchor, Panasonic, Philips, Havells only)	800		
3.	Supply & Replacement of Bell Switches/ two-way (make Anchor, Panasonic, Philips, Havells only).	300		
4	Supply & replacement of 15 Amp. Power Switch (make Anchor, Panasonic, Philips, Havells only)	400		

5.	Supply & replacement of 15 Amp. Power Socket (make Anchor, Panasonic, Philips, Havells only)	400		
6.	Supply & Replacement of Ceiling Fan & exhaust fans Capacitor (make Amcap, Epcos or equivalent)	400		
7.	Supply & Replacement Ceiling Fan Electronic Regulator (make Anchor, Panasonic, Philips, Havells only)	400		
8.	Rewinding of ceiling fans & exhaust fans with one year G/W for the repaired fans. (damaged fan wires shall be retained by contractor)	240		
9.	Supply & Replacement of bearings (02 No. for each fan/exhaust fan) make SKF/FAG only	300		
10.	Supply & Replacement of Door Bells/Buzzer (make Anchor, Panasonic, Philips, Havells only)	200		
11.	Supply & Replacement of 1-Pole MCBs (2 Amp. To 32 Amp.) make ABB, L&T- Havells, C&S, Siemens Schneider only	400		
12.	Supply & Replacement of 2 Pole MCBs (6 Amp. To 63 Amp). Make ABB, L&T- Havells, C&S, Siemens Schneider only	200		
13.	Supply & Replacement of 4 Pole MCBs (32 Amp & 63 Amp) make ABB, L&T- Havells, C&S, Siemens Schneider only	120		
14.	Supply & Replacement of Bakelite sheets per sq. inch including cutting etc.	1000		
15.	Supply & Replacement of faulty wiring point (5 Amp) with 1.5 sq. mm single core flexible copper wire. (Length of wire in meters)	1000		
16.	Supply & Replacement of faulty wiring point (15 Amp) with 04 sq. mm flexible copper wire (Length of wire in meters)	1000		
17.	Replacement of LT (415V) & HT (11 KV) heat shrink cable joint straight joint & end termination joints indoor/ outdoor. (Supply of kit in HPGCL Scope)	30		
18.	Laying(with digging) testing and termination of Power cables PVC/XLPE armoured/unarmoured in length/mtr 2C/3C/4C; 35 to 150mm ²	2000		
19.	Laying (with digging) testing and termination of Power cables PVC/XLPE armoured/unarmoured (length in meters) 2C/3C/4C; 150 to 400mm ²	2000		

20.	Painting of Feeder Panels, Metering panels including paint (Berger, Nerolac, Asian, Dulux make only). Rates per sq meters for two coat including cost of Paint.	1000		
21.	Painting of street light poles including paint (Nerolac, Asian, Berger, Dulex make only). Rates per pole for two coat including cost of Paint.	400		
22.	Supply & Replacement of Lamp Holder.	200		
23.	Repair of Feeder Panel with changing of door gaskets proper sealing of panel from cable glands holes, door repair etc. with six-months G/W for repaired panel.	200		

Executive Engineer/Switchyard
For Chief Engineer/DCRTPP
HPGCL, Yamuna Nagar

Acceptance certificate

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

Hereby accept the scope of work and terms and conditions of the tender document (NIT
No.- _____).

For M/s _____

Date:

Place:

 HPGCL An ISO: 9001,14001 & OHSAS:18001 Certified Company	HARYANA POWER GENERATION CORPORATION LIMITED Regd. Office-C-7,Urja Bhawan,Sector-6,Panchkula Corporate Identity Number:U45207HR1997SGC033517 Website: www.hpgcl.org.in E-mail:xensyd.dcrtp@hpgcl.org.in	 ॥ बदलता हरियाणा-बढ़ता हरियाणा ॥
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STATEMENTS OF BIDDERS

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

4. Legal status**5. PAN & TIN Number of the Bidder (attached self attested photocopies)**

PAN _____ TIN _____

CST No. _____.

6. Bank Details (attached signed cancelled cheque)

- i) Bank Name & Address
- ii) Bank Account Number
- iii) Bank Branch Code
- iv) IFSC Code of Branch
- v) Nature of account (current/saving/OD/CC)

7. Main lines of Business

- i. _____ since _____
- ii. _____ since _____
- iii. _____ since _____

8. Annual Turnover of past three year

- i. _____
- ii. _____
- iii. _____

9. Past Experience:-

Name of Organization	Period	Reference of Contract	Order Value contract wise

10. Any other

Signature & Stamp of Bidder

Check List For Contractor (To be filled online only)

Sl. No.	Enclosures/Documents required As per NIT (submit online)	Bidder's Response
1	Cost of Tender Documents Rs. 1,180.00	(Yes/No)
2	Earnest Money Deposit (EMD) Rs 2,45,500/- .	(Yes/No)
3	Bidder to have minimum 1-year experience of AMC of LT Switchgears and other electrical equipments in any thermal power Station/NTPC/Electricity Boards/ PSUs in the preceding 03 years.	(Yes/No)
4	The bidder must have successfully executed the work orders of the same or similar item[s] /works during last 7 years ending last day of the month previous to the month in which applications are invited having minimum order value as under- i. Single work order having annual value not less than Rs. 48,28,295/- OR ii. Two work orders having annual value not less than Rs. 30,17,684/- OR iii. Three work orders having annual value not less than Rs. 24,14,147/-	(Yes/No)
5	Copy of performance certificate / repeat order from the same organization, if any as a proof of having executed such type of works successfully.	(Yes/No)
6	Turnover Copy of audited results of last 3 consecutive financial years ended prior to the financial year in which the applications are invited shall not be less than Rs.60,35,369/-.	(Yes/No)
7	Proof that bidder should have a valid P.F. Code No., PAN No., and GSTIN.	(Yes/No)
8	Proof that the bidder should have a valid ESI no. or submit an undertaking to provide ESI no. within one month of issue of work order.	(Yes/No)
9	A certificate to the effect that the tenderer is not black listed from any organization presently.	(Yes/No)
10	Proof that the bidder/contractor is registered under Contract Labour (Regulation & Abolition) Act. 1970 and possesses a valid labour licence (if applicable) for deploying the worker on the work or will submit an undertaking to obtain the same within 15 days of issuance of work order.	(Yes/No)
11	Acceptance certificate duly signed	(Yes/No)
12	Statement of Bidder duly filled in as per given format	(Yes/No)
13.	HEWP Registration Certificate	(Yes/No)
14	Firm has to certify itself for its eligibility with supporting documents to participate in the NIT stating that it is not under any default towards compliances under any of the labour laws presently	(Yes/No)

INSTRUCTION REGARDING GST CERTIFICATIONS:-**Stage-I: Floating of Notice Inviting Tender (NIT)**

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

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

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

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

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

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

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

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

- Executive wing to verify that the invoice is in performa as specified under GST laws (Section 31 to 34 of CGST Act read with rules 46 to 55A of the CGST rules deal with Tax invoice, credit notes and debit 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 contractor as per invoice with the GST number and address given in tender submitted by contractor and submit the duly verified invoice to accounts wing.
- After the implication of the E-invoice w.e.f. 01 Oct-2020 generation of e-invoice from common e-invoice portal for B2B supplies by person having aggregate annual turnover of more than Rs. 500 Crs has been made compulsory. And w.e.f. 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 be made compulsory. The nodal officer / Engineer-in-Charge of the contractor / appointed officer of the respective plant should demand from the contractor E-invoice containing the invoice reference number (IRN) and QR code. It is worthwhile to note any tax invoice including tax credit / Debit note issued by such notified person for B2B supplies without following the e-invoice procedure shall not be treated as a valid document.
- Obtain a undertaking from the contractor who are not generating e-invoice in following format:

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

Yours Truly,

For M/s

Authorized Signatory Name : Designation:

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

Stage V: Receipt of 1st & subsequent invoice – (to be followed by Executive and Accounts wing)

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

INSTRUCTIONS REGARDING TDS DEDUCTION:-

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

HPGCL as a deductor of tax:

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

From Transaction to be reported

24Q TDS on Salaries

26Q TDS on all Payments except salaries

26QC TDS on Rent

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

HPGCL is in receipt of payment net of TDS:

- Payer to submit and undertaking that all the TDS pertaining to HPGCL will be deposited and return of TDS so deposited will be filed with in due time,
- Staff to monthly monitor the form 26AS to ensure that the TDS deducted out of payment of HPGCL has been deposited to the PAN of HPGCL.
- IN case TDS deducted is not updated in form 26AS after expiry of due date of filling of TDS return, issue needs to be taken up with the concerned party.
- Staff to undertake periodic reconciliation of TDS as per 26AS and TDS as appearing in books.
- TDS so deducted by other party should be claimed in Income Tax return of that financial year.