

**PANIPAT THERMAL POWER STATION**  
**(A Unit of Haryana Power Generation Corporation Limited)**  
(Regd. Office: C-7, Urja Bhawan, Sector-6, Panchkula)  
**Corporate Identity No. U45207HR1997SGC033517**  
Website:- [www.hpgcl.gov.in](http://www.hpgcl.gov.in)



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

**TENDER DOCUMENT**

**FOR**

**Overhauling of the Power distribution transformers of different ratings and different make installed in PTPS colony/plant Panipat**

**NIT No.13-2024/E-419/GS-Vol-I dated 14/06/2024**

**Panipat Thermal Power Station, HPGCL, Panipat**

**E- Mail ID:- [xengs.ptps@hpgcl.org.in](mailto:xengs.ptps@hpgcl.org.in)**

**MOBILE NO. 9355869386**

***June-2024***



**PANIPAT THERMAL POWER PLANT, PANIPAT  
(A UNIT OF HARYANA POWER GENERATION CORPORATION LIMITED)**

An ISO: 14001 and OHSAS 18001 Certified Company

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

**HPGCL**

Company Identity Number U45207HR1997SGC033517

Website: [www.hpgcl.org.in](http://www.hpgcl.org.in) E-mail:- xengs.ptps@hpgcl.org.in Phone No: 9355869386

**ONLINE NOTICE INVITING TENDER**

E-tenders in two parts are invited on behalf of CE/PTPS, Haryana Power Generation Corporation Limited (HPGCL) Panipat, for overhauling of the Power distribution transformers of different ratings and different make installed in PTPS colony/plant Panipat from eligible parties.

<b>Tender Enquiry No.</b>	<b>13-2024/E-419/GS-Vol-I dated 14/06/2024</b>
Description of work	Overhauling of the Power distribution transformers of different ratings and different make installed in PTPS colony/plant Panipat.
Completion Period	250 Days
Start date and time of tender uploading	14/06/2024 at 18:00hrs.
Last date for submission of tender	05/07/2024 at 15:00hrs.
Tender Opening (Part-I)	09/07/2024 at 13:00hrs.
Tender document Fee(Non –refundable)	Rs. 1180/-
E-service Fees (Non –refundable)	Rs.1180/-
Earnest Money	Rs.7200/-
Information regarding online payment	As per Annexure-A
Instructions to bidder on electronic tendering system	As per Annexure-B
General instructions for tenderers	As per Annexure-C
Scope of work	As per Annexure -D
Rate quoting sheet	As per Annexure-E
General terms & conditions	As per Annexure-F
Labour laws	As per Annexure-G
Statement of bidder	As per Annexure-H
Contract agreement	As per Annexure-I
Acceptance certificate	As per Annexure-J
Contact Information	Executive Engineer/General Services, PTPS, HPGCL, Panipat-132105, Mob. No.- 9355869386

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

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

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

- NOTE:**
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. Those agency who are exempted from EMD, should submit proof of related documents at least 10 days before end date of “**Downloading of Tender Documents & Bid Preparation**” stage to **publisher of the tender i.e. concerned Executive Engineer.**

The following are exempted from depositing the earnest money:-

- i) Public Sector Undertakings of the Central/ Haryana State Government.
- ii) Firms borne on D.G.S. & D/DS&D Haryana rate contracts. The exemption shall be for the specified items which are available on DGS&D/DS&D rate contract.
- iii) Firms registered with the Director of Industries, Haryana or registered with National Small scale Industries Corporation, Govt. of India. The exemption shall be for the specified items which are available on Director of Industries, Haryana or registered with National Small scale Industries Corporation rate contract.
- iv) Firms borne on the HPGCL’s approved list of suppliers which may have made a permanent earnest money deposit of Rs.10.00 Lakh 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.

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

**NIT NO. 13-2024/E-419/GS-Vol-I dated 14/06/2024.**

**Key Dates**

<b>Sr. No.</b>	<b>Department Stage</b>	<b>Tenderer’s Stage</b>	<b>Start date and time</b>	<b>Expiry date and time</b>
1	Tender Authorization & Publishing		14/06/2024 at 18:00 Hours	05/07/2024 at 15:00 Hours
2	--	Downloading of Tender Documents & Bid Preparation	14/06/2024 at 18:00Hours	
3	Technical Opening (Part-I)	--	09/07/2024 at 13:00Hours:	--
4	Short listing of Technical bids & Opening of Financial Bid	--	Will be intimated to the firms on their E-mail.	

**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. <https://etenders.hry.nic.in> 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.

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

**2.5** In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

**2.6** In case of any change in the authorization, it shall be the responsibility of management/partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm/company. The procedure for application of a digital certificate however will remain the same for the new user.

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

**3 Opening of an Electronic Payment Account:** Tender document can be downloaded online. Bidders are required to pay the tender documents 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>, 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>

**6 Download of Tender Documents:**

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

**7 Key Dates:**

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

**8 Bid Preparation (Technical & Financial) Online Payment of Tender Document Fee, eService fee, EMD fees and Submission of Bid Seal (Hash) of online Bids:**

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

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

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

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

**NOTE:-**

(a) If bidder fails to complete the Online Bid Submission on or before the stipulated date and time, it will be considered as “bid not submitted”, and hence will not appear during tender opening stage. Bidders participating in online tenders shall check the validity of their Digital Signature Certificate before participating in the online Tenders at the portal <https://etenders.hry.nic.in>.

(b) 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 online’ download the file.

Executive Engineer/GS,  
for Chief Engineer/PTPS,  
HPGCL, Panipat.

**GENERAL INSTRUCTIONS FOR TENDERER**

**Pre Qualifying Requirements (PQRs) / Eligibility Conditions for the tenderers:**

1. The tender of only those bidders shall be considered who will produce documentary proofs in supports of following qualifying criteria:
  - The bidder must have experience of having successfully executed work orders of same or similar works of overhauling of the Power distribution transformers of different ratings and different make OR above in Public Sector Undertakings of Central Govt./State Govt./SEBs/Corporations/ or any other reputed thermal / Hydel plant during last 5 years ending last day of the month previous to the month in which applications are invited having minimum order value as under:-
    - a) Single order of value not less than 2.43 lacs OR
    - b) Two orders of value not less than 1.52 lacs. OR
    - c) Three orders of value not less than 1.22 lacs.

- The amount of W.O value as depicted above should be exclusive of all taxes.

**Turnover:**

- i. Bidders must have average annual turnover in last 03 consecutive financial years ended prior to the financial year in which the applications are invited shall not be less than 3.5 Lacs.
  - ii. Average Annual Turnover is sum of the Annual Turnover of preceding 03 years / 03 (As per Audited accounts).
  - iii. Other income shall not be considered for arriving at annual turnover.
  - iv. 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.
- The firm should have own Income Tax No., PAN No., EPF code registration No. & GST.
  - A certificate to the effect that the tenderer is not black listed from any Public Sector undertakings of Central Govt. / State Govt. / SEBs / Corporations has to be furnished by him.
  - The tender document 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 /work completion certificate / repeat orders from the same organization if any.
  - If the bidder have a work order for a period of more than one year , the period and the proportionate value of the work order which have been completed prior to the month in which applications are invited (duly supported by successful completion / execution certificate of the such period / value ) shall be taken into consideration for assessing the eligibility criteria.
  - Decision of the HPGCL regarding fulfillment of pre-qualification requirement shall be final and binding upon the bidders.
  - The firm should submit authentic supporting documents for proving its credential. Original documents may be asked for verification at the time of finalizing the tender.
  - A committee nominated by HPGCL shall evaluate all the bids for fulfillment of qualifying criteria.

2. Before submitting tender online 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 parts, he shall clarify same from tender issuing office in writing before the due date of submission of the bid.
3. 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.
4. The Contractor is registered under Contract labour (Regulation and 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.
5. The tenderers shall upload their tender in two parts- the first part containing documents for qualifying criteria, technical specification, and all other terms and conditions except the rates (price bid), and the second part containing the rates (price bid) quoted for each item as well as other related terms like service tax etc.
6. All tenders received against this enquiry irrespective of whether they are from the approved contractors on the registered list or others, shall be considered, provided they are on the prescribed form and in accordance with the Qualifying as well as other tender conditions and specifications
7. 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.
8. The validity of the tender/offer shall be for 120 days from the date of opening of the price bid.
9. L-1 bidder shall be consider who has quoted lowest rate i.e. total as per Annexure-E after loading of all taxes.  
No negotiations shall be conducted with the bidders once the price bid tenders have been opened. The purchasing authority can negotiate with bidders regarding commercial terms, delivery schedule, technical specifications etc. after opening of part-I but before opening part-II (price bid) of the tender where tenders are invited in two parts.  
Provided that in case of un-reasonability of rates, the stores purchase committee comprising of C.E., FA & CAO and concerned superintending engineer may negotiate with the L-1 bidder or bidders after opening of price bids as per the guidelines/policy of Govt. of Haryana issued from time to time and duly adopted by HPGCL.
10. No deviation shall be allowed. However, in case of deviation of taxes etc., the same be loaded for comparison purpose.
11. 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.
12. The bidder shall bear all costs including bank charges, if any, 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.

13. CE/PTPS, HPGCL, Panipat 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 and will not be responsible and will not pay for any expenses or losses that may be incurred by the tenderers in preparation of the tenders.
14. The whole work against this tender shall be awarded to a single firm whose overall quoted/equated prices are lowest for the complete package.
15. Any Part/ Complete Work order can be short closed during any time of Contract with a notice of 15 days.
16. The bidders shall supply partnership deed in case of partnership firm and Memorandum of Association and Article of Association in case of a company.

Executive Engineer/GS,  
for Chief Engineer/PTPS,  
HPGCL, Panipat.



**SCOPE OF WORK**

**Overhauling of the Power distribution transformers of different ratings and different make installed in PTPS colony/plant Panipat.**

1. Recording IR value of T/F winding & BDV value of T/F oil before starting the work.
2. Washing of transformer before starting the work.
3. Drain out the T/F oil from the Transformer tank.
4. Opening of top plate of T/F. Lifting of T/F core / winding from the chamber.
5. Cleaning of core / winding with transformer oil.
6. Cleaning of module.
7. De-hydration of transformer oil.
8. To ensure the healthiness of buchholz relay of T/F if available.
9. Replacement of good quality transformer gasket and rubber parts and the same will be arranged by firm.
10. Replacement of Insulators, HV and LV side bushing if required as per the direction of the officer-in-charge will be in the scope of the contractor.
11. New stud or Making of thin and larger size thread on studs required for replacement of bushings with appropriate material will be in the scope of contractor.
12. Replacement of gasket of bushings & windows is in the scope of contractor.
13. Re-assemble of transformer.
14. Top up of transformer with dehydrated oil. Oil shall be provided by HPGCL.
15. Breakdown voltage test (BDV test) of transformer oil.
16. Two coat of spray painting on outer body of transformer with smoke grey colour. Point of 1<sup>st</sup> quality shall be supplied by the contractor.
17. Transportation, if any shall be arranged by the contractor at his own cost.
18. Any other activity required to execute the work successfully will be considered in the scope of contractor.
19. Recording of IR value of transformer winding after completion of work.
20. Shifting of all kind of material for carrying the work at site will be arranged by the contractor at his cost.
21. Any other Misc. work required to complete the job will be in the scope of contractor.

Executive Engineer/GS  
for Chief Engineer/PTPS  
HPGCL, Panipat.

**Rate Quoting Sheet**

<b>Sr. No.</b>	<b>Description of work</b>	<b>Quantity (In Nos.)</b>	<b>Unit Rate to be quoted by contractor in Rs. (Exclusive of GST)</b>	<b>Total amount</b>
1	Overhauling of 2 MVA distribution transformers.	2		
2	Overhauling of 1 MVA distribution transformers.	3		
3	Overhauling of 500 KVA distribution transformers.	6		
4	Overhauling of 300 KVA distribution transformers.	2		
5	Overhauling of 200 KVA distribution transformers.	7		

**Note- 1** 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 their quoted prices are inclusive of all such statutory taxes/levies.

**2** L-I bidder shall be considered who has quoted overall lowest rates, inclusive of all taxes.

**GENERAL TERMS AND CONDITIONS**

1. **Contract Agreement:** The contractor shall execute a contract agreement with HPGCL on a Non Judicial Stamp Paper of appropriate value within 7 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**
  - a) Every tenderer, while submitting his tender, shall deposit the earnest money specified in the **e-NIT No. 13-2024/E-419/GS-Vol-I dated 14/06/2024** by the way (methods) as specified in Annexure-III above (Information for payment regarding submission of EMD, e-service fee & tender document fee), without which the tender shall be rejected forthwith.
  - b) The earnest money furnished by the successful tenderers 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.
  - c) 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.
  - d) The security deposit shall be 10% of the contract value in all the cases. The deduction of the security deposit shall be regulated in a way that 10% amount of the monthly running bill shall be kept as security deposit. However, the EMD already deposited by the bidder shall be converted into the security deposit and the balance amount shall be deducted from the running bill.
  - e) The security deposit of the contractor shall be retained by HPGCL for faithful execution of the contract.
  - f) Security deposit shall be released only after completion of 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.
  - g) No interest shall be paid on EMD/Security Deposit for the period it remains deposited with HPGCL.

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

- i) If the tenderer withdraws his tender at any stage during the currency of validity period.
- ii) If the Work order 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 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 of the contract value shall be released against appropriate bill of the contractor and after satisfactory completion of the work by deducting 10% security deposit and statutory deductions.

**5. Mode of Payment:** Payment shall be released by the Sr. Accounts Officer, PTPS, Panipat through RTGS/NEFT and will intimate the complete bank details viz. Name of Bank / Branch, Account Number, Type of Account, IFSC Code etc. to Sr. Accounts Officer, PTPS, Panipat.

**6. Completion Period:**

- a) The work shall be completed within 250 days from date of issue of LOI/ Work Order, or after clearance of site.
- b) The whole Work order or any part of it can be short closed at any time during the contract period with a notice of 15 days.
- c) 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:**

Time is the essence of the contract. The contractor shall ensure timely completion of the job as per stipulated completion period. In case of delay in completing the work/job, the penalty for delay will be imposed @1% of the total contract value per week or part thereof shall be charged subject to maximum 10% of work order.

- i. In case of any dispute over interpretation of penalty between contractors to engineer, the decision of engineer-in-charge shall be final and binding on the contractor.
- ii. Any loss or damage to the other running Equipments & other related equipments in the plant, due to negligence of the contractor during commissioning of the work the same shall have to be bear by the contractor.
- iii. The contractor shall be responsible for engaging good workers for the said work. If any worker is found miss- behaving or causing any nuisance at the site in the opinion of the Shift in charge or the officer in charge then, the concerned worker shall be terminated from duty and can't be deployed again without prior permission of Engineer in charge.

**9. Documentation:** The firm shall ensure the following document before forwarding the bill to the account for pass and payment to avoid to delay in payment of the contractor:-

- i) Contractor shall submit bill in duplicate for the work to the Executive in-charge along with the following:
  - a) Bill for the work done/supply, in duplicate. The bill should be on the contractor's ESI code, Service Tax number, PAN. A photocopy of the EPF Code, ESI Code, Service Tax Number, GST, Labour license Pan shall be attached with the reference and record.
  - b) Self-attested copy of the attendance sheet, wages register and evidence of wage payment for the workers if any used during commissioning period.

- c) 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.
  - ii) Certificates from the Engineer In-charge that, a) work has actually been done as per the contract and the entire satisfaction of EIC. b) The copy of the EPF Challans, ESI Challans etc. submitted by the contractor pertains to the labour deployed at site and none of the worker has been excluded there from. c) The record entry of the work done has been taken in the small measurement book (SMB) at page no. \_\_\_\_\_ dated \_\_\_\_\_ d.) No penalty is leviable on the contractor on any account as per the certificate for stage payment, if required.
  - iii) 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/Safety Officer, From EIC.
- 10. Performance Bank Guarantee:-**  
The contractor shall submit Bank Guarantee of the Nationalize bank equivalent to 10% of the contract value in the prescribed performa valid up to one month after completion of the Guarantee / Warranty period.
- 11. Warranty**
- i. The contractor shall provide warranty for workmanship of overhauling and repair of the equipment for a period of six month from the date of completion of the work order.
  - ii. During this period if equipments which has been overhauled by the contractor is found to be defective, the same will have to be attended again without any additional charges to HPGCL in such case the warranty period of such repair will be start from that day.  
In case contractor fails to respond within a reasonable time, the job will 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 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 TDS under GST Act, 2017 & Income Tax Act 1961, 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 by the contractor to engineer-in-charge of work immediately after issue of LOI, but before the start of 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/nonfatal 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 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:** 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 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:**

a) All contracts shall be governed by the laws of India for the time being in force.

- b) 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.
- c) **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.
- d) The contract is subject to jurisdiction of Courts of Panipat only.
- 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 thereof or interest therein or advantage thereof in any part thereof in any manner whatsoever without prior consent of the Engineer-in-charge.
- 25. For Compliance of GST:-**
- The following undertakings on the firm's letter is required to be submitted along with the bill
- 25.1 GST registration is valid on date.
- 25.2 No default has ever been made by the firm in filing the various GST returns and deposit of GST dues with the department.
- 25.3 The firm 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 firm ineligible to participate in tender.
- 25.4 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.
- 25.5 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.
- 25.6 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 firm.
- 25.7 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.
- 25.8 In case of failure at the end of firm regarding deposit of tax and in complying with conditions mentioned at above, HPGCL will have right to recover the GST amount in default along with interest & penal amount and deposit the same directly with GST department on behalf of vendor to the credit of HPGCL.
- 25.9 Vendor will undertake to immediately inform the HPGCL about any amendment in the GST certificate and to immediately submit the updated registration certificate.
- 25.10 Submit a undertaking in case the firm is not generating e-invoice in following format:-
- We M/s. .... having PAN ..... and GSTIN  
Registration Number ..... hereby 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 provisions 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/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 centre Goods and Services Tax authorities, M/s. .... will be solely responsible.

Yours Truly,

For M/s. ....

Authorized Signatory Name: Designation

Executive Engineer/GS,  
for Chief Engineer/PTPS,  
HPGCL, Panipat



**LABOUR LAWS**

**1) Registration of Establishment (PTPS) and obtaining the Labour License/ Renewal.**

The Registration of Panipat Thermal Power Station with the list of working Contractors is required under Section -7 of Contract Labour Act, 1970. The name of working Contractor must be on the list of Contractors otherwise he (contractor) will not get Labour License/Renewal from the Labour Department, Haryana Govt. So as and when the work is awarded to the contractors other than included in the list of contractors attached with the Registration of Panipat Thermal Power Station, the contractor will ensure that his name on the prescribed Performa is intimated to the Centralized Agency by the officer in charge of the work for getting his name including in the said list. Further after the needful, the contractor will be under obligation to obtain labour license/ its renewal under Section 12 of ibid Act from the Labour Department, Haryana Govt. by completing the requisite formalities.

**2) Payment of wages to the workers deployed on the work Under Section 63 to 73 of Contract Labour Act-1970.**

The contractor will be bound to pay wages to the workers deployed by him on the work as per minimum wages fixed by Labour Department, Haryana Govt., Chandigarh/ DC Rates, Panipat/ UHBVN Rates, Panchkula as and where applicable and follow revisions from time to time. He will display on the notice Board of his site office, the date of making monthly wages payment which should be on or before 7<sup>th</sup> of every month. The payment shall be made in currency & coins in the presence of authorized representative of the Principal Employer/ official from the Labour Department Haryana Govt. In case of default, the contractor will be liable for prosecution under the ibid Act.

**3) Maintaining the Registers and records Under Section – 74 to 78 (a to d) of Contract Labour Act-1970 .**

The contractor shall maintain necessary records under the provisions of ibid Act viz. Register of Workman employed (Section -75), Issuing of Employment Cards (Section 76), Service Certificate (Section 77), Register of wages (Section 78 (a) to (d)), Attendant Register, Register of Over time, Register of deduction, Register of advance, Register of fines, Issuing of Wages Slips, etc., the same shall be made available with the site In charge of the work or authorized representative of the contractor for checking/ inspection as and when required by the officer In charge of PTPS authorities or Labour Department , Govt. of Haryana. Non maintaining/ non production of the above Registers /Forms, under Section- 23 – 24 of the ibid Act will be treated as offence and contractor will be liable for prosecutions by the Labour Department, Govt. of Haryana.

**4) Age limit of the workers.**

No labour below the prescribed limit of age i.e. 18 years shall be employed by the contractor on his allotted works.

**5.A) Compliance of various Labour Acts.**

The contractor shall abide by all the labour laws required to be followed and he shall furnish an undertaking on NJSP of appropriate value duly attested by the Notary Public to the effect that he will comply with all the Acts, laws and Regulations as may be applicable with regard to performance of work including Factory Act-1948, Industrial Dispute Act-1947 , Employees State Insurance Act-1948 , Employee Provident Fund Act-1952, Payment of Wages Act-1936 , Minimum Wages Act-1948, Contract Labour

Act (R&A , 1970) Workmen compensation Act 1923 and others rules and regulations as framed by the Central/ State Govt. in this regard from time to time.

**(B).** The contractor shall also specify in the above Undertaking that all the labour / workmen engaged by him for rendering the services under the contract, will be the employees of the contractors for all intents and purposes and shall have no claim / right on the HPGCL. All the risks, responsibilities and liabilities towards his labour shall be owned by him. The contractor will take such steps as may be directly responsible for any dispute arising between him and his labour / workmen and keep the HPGCL and its officers indemnified from and against all losses, damages and any claim/ liability arising there from. Under no circumstances whatsoever, HPGCL would be held responsible in respect of contractor's workers . In case any expenditure is incurred by HPGCL as a result of certain dues on the part of the contractor's labour or otherwise, the HPGCL is entitled to recover / claim such dues /compensation from the contractor's pending payments bills or through court of law.

**(C)** Besides the above, the contractor shall obtain an affidavit on the NJSP value duly signed and witnessed by him under his seal and duly attested by the Notary Public from his each and every individual worker/ employee that they will not claim any employment in HPGCL in lieu of services rendered by them to the contractor name **M/S** \_\_\_\_\_ Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ and all the disputes, whatsoever and of any nature, will be settled by their contractor who has engaged them. These affidavits along with his own undertaking as per Para-A&B above shall be submitted by the contractor to the Officer-in-Charge (Applicable for ARC/AMC type contracts only).

**6) Deposit of EPF contribution of the workers along with Employer share.**

It is statutory obligation for the contractor to deduct EPF contribution for the employee drawing wages up to Rs.6500/- per month. The rate of deduction i.e. 12% on the minimum wages fixed of the labour by the Govt. or actual wages drawing **(i.e. basic pay +DA +cash value of food concession +leave encashment)** and deposit the same with his share @ 12% (8.33 % in pension fund and 3.67% in employees contribution ) and deposited the same with the EPF Department with 1.61% administrative charges in their allotted EPF Code up to 15<sup>th</sup> of due month failing which interest and damages will be charged., Copy of the deposit challan alongwith ECR for 25.61% as mentioned above shall be submitted along with running bills in the office of officer in charge of the work by the contractor. It is responsibility of the contractor to make the inspection of record of deposit of EPF contribution of their labour from the EPF Department and copy of the same will be submitted to the officer in-charge of work / Accounts Branch/CLWO and only after that the security of the firm will be released.The contractors having out of state EPF Code will also get their record inspected from Local EPF office. (Panipat).

**7) Deposit of ESI Contribution of the workers along with Employer share.**

It is statutory requirement for the contractor under ESI Act 1948 that the workers drawing gross wages up to Rs.23000/-, 1.75% contribution is deducted from the wages of such worker and deposit along with Employer share of 4.75% i.e. total 6.5% with the authorized bank / branches of ESI Department by the contractor to cover their workers under ESI Scheme up to 21<sup>st</sup> of due month, otherwise, interest and damage will be charged on deposit of delayed payment. The contractors will get their ESI Code.It is also responsibility of the contractor to get the facilities as provided under ESI scheme, extended to their workers viz. issuance of ESI Cards, filing the Returns on prescribed **Form-6** on due dates i.e. 12 May, 11 November, every year in local ESI office,

otherwise he will be prosecuted by the ESI Department as provided in the ibid Act. In case of non issuance of ESI Cards, the workers will not get the medical facilities / pension benefits to the widow which is provided by the ESI Department and contractors will be responsible for consequences.

**8) Deposit of Labour Welfare Fund along with Employer share.**

In pursuance of Haryana Govt. Labour Department Gazette Notification dated 12<sup>th</sup> April, 2012 with latest amendment, the contractors are required to deduct Labour Welfare Fund @ Rs10/- from each worker and deposit the same with Employer's share @ Rs.20/- per worker (total Rs.30/- each worker) with the Welfare Commissioner, Haryana, Chandigarh in shape of Demand Draft in their favour along with list of workers for whom the same is being deposited. The copy of proof in this respect shall be submitted along with bills to officer-in-charge/ Account Branch.

**9) 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. The contractor will submit the copy of EPF Challan alongwith ECR and ESI Challan alongwith its contribution details at the time of 90% payment to CLWO. The EPF contributions will be deposited by the contractor in his own EPF code no.

**10)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 will obtain cover note from the Insurance Company under W.C. Policy in respect of persons employed by him for carrying out his work and obligation under the agreement. 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/CLWO immediately after issue of LOI, but before the start of work. Payment against the work done will not be released to the contractor until and unless the contractor submits photocopy of Insurance cover. This is mandatory for all the contractor's workers who are not covered under ESI, while working in PTPS premises.

- 11)** The labour clearance certificate from CLWO, PTPS, Panipat is to be attached along with the bill.

Executive Engineer/GS,  
for Chief Engineer/PTPS,  
HPGCL, Panipat

**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. Any other

Signature & Stamp of  
Bidder

Name & Designation of Authorized Bid Signatory \_\_\_\_\_

**CONTRACT AGREEMENT**

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

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

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

Here PTPS, Panipat and the contractor have agreed to execute an agreement.

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

In witness thereof, the contractor & HPGCL hereto set their hands as under.

Signature of the contractor

Signature & designation

In presence of witness

and on behalf of HPGCL in presence of witness

Witness

Witness

1.

1.

2.

2.

**Acceptance Certificate**

I Designation \_\_\_\_\_ of (Name of the Company)

\_\_\_\_\_  
\_\_\_\_\_. Here by accept the terms  
and conditions given on page No. **1 to 21** of the tender document (**NIT no.**

For M/s \_\_\_\_\_