



RAJIV GANDHI THERMAL POWER PLANT
(A Unit of Haryana Power Generation Corporation Limited)
(Regd. Office: C-7, Urja Bhawan, Sector-6, Panchkula)
Corporate Identity No. U45207HR1997SGC033517
Website:-www.hpgcl.org.in, Email ID: xensyd.rgtp@hpgcl.org.in



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

TENDER DOCUMENT

FOR

**Annual Maintenance Contract of preventive/ routine/ breakdown maintenance of
400 KV Switchyard for 2x600MW, RGTPP, Khedar, Hisar**

NIT No. 02/SYD-35 VOL-XI/2024-2025

Dated: 14.06.2024

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

**HARYANA POWER GENERATION CORPORATION LIMITED****Regd. Office – C-7, Urja Bhawan, Sector-6, Panchkula****Corporate Identity Number: U45207HR1997SGC033517****Website: www.hpgcl.org.in****Telephone No. 9315164618****An ISO: 9001, ISO: 14001 and OHSAS: 18001 Certified Company****INDEX**

Sr. No.	Description	Annexure	Page No.
1.	Notice Inviting e-Tendering (e-NIT)	---	3
2.	Instructions to bidder on Electronic Tendering System	Annexure-I	4-5
3.	Information Regarding Online Payment of Tender Document, eService & EMD Fee	Annexure-II	6-7
4.	General Instructions to Bidders	Annexure-III	8-9
5.	Scope of Work	Annexure-IV	10
6.	General Terms & Conditions of Contract	Annexure-V	11-15
7.	Special Terms & Conditions	Annexure-VI	16-17
8.	Standard Operating Procedures to be followed to Monitor GST Compliance	Annexure-VII	18-19
9.	Undertaking regarding GST	Annexure-VIII	20-21
10.	Statement of bidders	Annexure-IX	22
11.	Format for Contract Agreement	Annexure-X	23
12.	Undertaking of Staff Engaged , Performa for monthly pay roll & Acceptance certificate	Annexure-XI	24
13.	TDS Declaration Undertaking	Annexure-XII	25
14.	Description of equipment installed	Annexure-XIII	26
15.	Rate Quoting Sheet	Annexure-XIV	27
16.	Price Bid Format	Annexure-XV	28



HARYANA POWER GENERATION CORPORATION LIMITED

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

Corporate Identity Number: U45207HR1997SGC033517

Website: www.hpgcl.org.in

Telephone No. 9315164618

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

ONLINE NOTICE INVITING TENDER

E-tenders in two parts are invited on behalf of CE/RGTPP, Haryana Power Generation Corporation Limited (HPGCL) Khedar, Hisar from eligible parties, for work of Annual Maintenance Contract of preventive/ routine/ breakdown maintenance of 400 KV Switchyard for 2x600MW, RGTPP, Hisar

Tender Enquiry No.	NIT No.02/SYD-35 VOL-XI/2024-2025 Dated: 14.06.2024
Description of Work	Annual Maintenance Contract of preventive/ routine/ breakdown maintenance of 400 KV Switchyard for 2x600MW, RGTPP, Hisar.
Earnest Money	Rs. 162827 (Rs. One Lakh Sixty Two Thousand Eight Hundred and Twenty Seven Only)
Cost of Tender documents (Non-refundable)	Rs.1180/-
Period of Contract	Two Years
E-services fees (Non-refundable)	Rs. 1180/-
Start date and time of tender uploading	20.06.2024, 18:00 Hrs
Last date for submission of online tender	22.07.2024, 15:00 Hrs
Due date & time of opening of Technical bid (Part-I)	25.07.2024, 11:00 Hrs

Executive Engineer/Switchyard,
for Chief Engineer/RGTPP,
HPGCL, Khedar, Hisar.

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

3. Opening of an Electronic Payment Account:

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

4. Pre-requisites 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. Bid Preparation (Technical & Financial) Online/offline Payment of Tender Document Fee, e-service fee, EMD fees and Submission of Bid Seal (Hash) of online Bids:

7.1 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.

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

7.3 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.

7.4 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 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) 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

8. Key Dates:

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

Sr. No.	Department Stage	Bidder's Stage	Start Date (DMY)	Start Time	Expiry Date (DMY)	Expiry Time
1.		Downloading of tender document, Bid Preparation and submission.	20.06.2024	18:00 hrs.	22.07.2024	15:00 hrs.
2.	Technical Opening (Part-I)	25.07.2024 at 11:00Hrs.				
3.	Short listing of technical bids & Opening of Price Bid (Part-II).	Will be intimated to the Eligible firms on their Email-id provided by the firms.				

Executive Engineer/Switchyard,
for Chief Engineer/RGTPP,
HPGCL, Khedar, Hisar

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

1. The Bidders can download the tender documents from the portal: <https://etenders.hry.nic.in>.
2. The Bidders shall have to pay for the Tender documents, EMD Fees & e-Service Fee online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between contractors and online payment authorization networks. The Payment for Tender Document Fee and eService Fee can be made by eligible bidders/ contractors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT. For online payments, Home page of the e-tendering portal <https://etenders.hry.nic.in> may be referred.

Note: -

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

Note:-

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

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

1. Bidder should do online Enrolment in this portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized certifying Authorities such as e-mudhra CA/GNGNFC/IDBRT/MtniTrustline /Safescript/TCS.

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

Executive Engineer/Switchyard,
for Chief Engineer/RGTPP,
HPGCL, Khedar, Hisar.

GENERAL INSTRUCTIONS TO THE BIDDERS

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

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

- i. The bidder should be Original Equipment Manufacturer/Supplier (OEM/OES) or a register vendor of HPGCL as per vendor registration policy for specific category of the work.

OR

The firm should have minimum of one year experience for carrying out the jobs of annual maintenance contract in 220 KV or above Switchyard of HPGCL / NTPC /any SEBs / any PSUs /any Corporations / Central govt. /State govt. / Semi govt. or in any Thermal/ Hydel Plant and have average annual turnover and other eligibility conditions as given below:-

Bidders must have successfully executed the Work Order(s) for the same work during last 7-years ending last day of the previous month i.e. 30.04.2024 in which applications are invited having minimum order value including GST as under:-

Single order of the value not less than Rs. 31, 92,683/- OR

Two orders of the value not less than Rs. 19, 95,427/- each OR

Three orders of the value not less than Rs. 15, 96,342/- each

- ii. Bidder must have average annual turnover in last three consecutive financial years ending 31.03.2024 shall not be less than Rs. 40,70,672/-
- iii. The contractors should have GST No., EPF Account No., ESI Account No. and Permanent Account no. etc.
- iv. The firm should submit a certificate that the firm is not blacklisted in last 05 years ending 31.03.2024 any public sector undertakings of Central Govt./State Govt./SEBs/ Corporations/any other reputed thermal/ Hydel plant/ in any organization etc. In case the blacklisting of the firm is for a specific plant and not for the organization as a whole then such blacklisting will not tantamount to ineligibility of the bidder.
- v. Bidder(s) shall have HEWP contractor Identity while applying for the tender.
 - Blacklisting of the firm by any unit of the HPGCL shall be considered as ineligibility of the firm at any other project of HPGCL.
 - In case any firm was blacklisted for a limited period in past by any organization and presently such blacklisting has removed by such organization then it will not tantamount to ineligibility of the bidder.
 - Firm has to certify itself for its eligibility with supporting documents to participate in the NIT stating that it has not been blacklisted by any organization presently, however in case at a later stage such certification found wrong then it will lead to Mis-representation of the facts and the firm shall be treated as blacklisted on this ground.

Note:

1. The contractor should have registered under Contract Labour (Regulation & Abolition) Act, 1970 and possesses a valid Labour License for deploying the workers on the work or will obtain the same within 15 days of issuance of work order.
2. Firm has to follow all standard procedures to monitor GST compliance attached as Annexure-VII.
3. EMD Exemption for MSME firm is not applicable to "Service" Sector as directed by DS&D Haryana.
4. 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.
5. The firm should fill statement of bidders Performa as per **Annexure-IX** and submit authentic supporting documents for proving its credential. Original documents may be asked for verification at the time of finalizing the tender.
6. Decision of the HPGCL regarding fulfillment of Pre-qualification requirement shall be final and binding upon the bidders.
7. Conditions of the contract and other information can be had from the office of XEN/Switchyard (e-mail: xensyd.rqtp@hpgcl.org.in Telefax & Telephone No. 01693-250075/9315164618) on any working day prior to last date of Downloading of Tender Documents & Bid Preparation.
8. The Tender Document can also be downloaded from HPGCL website www.hpgcl.org.in.
9. The tender will only be submitted on the centralized e-procurement portal i.e. <https://etenders.hry.nic.in>.
10. 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 of submission of the bid.
11. 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.
12. The tenderers shall submit their tender in 02 parts- the first part containing documents for qualifying criteria, technical specifications, schedule of deliveries and all other term & conditions except the rates (price bid) and second part containing the rates(price bid) quoted for each item as well as other related item like freight, GST, price escalation etc. as applicable Each part shall be uploaded/ submitted online. EMD Cost of tender and e-Service fee shall be submitted online.
 13. **RATE QUOTING SHEET**:-The tenderer will quote their rates strictly as per the RATE QUOTING SHEET. No deviation in terms shall be allowed.
 14. The application for bidding along with all the detailed terms & conditions should be submitted online. Tenders through Fax / E-mail / telegraphic tenders shall not be considered. Incomplete, obscure or irregular tender is liable for rejection. If the tenderer deliberately gives wrong information in his tender, HPGCL reserves the right to reject such tender at any stage. The tenderer will quote their rates strictly as per details of specifications.
 15. **Earnest money and Earnest money declaration Form**
The Bidder who does not have contractor id on HEWP cannot participate in tendering process. Bidders who have contractor ID but have not registered on HEWP can participate in tendering process by paying the earnest money through online payment on the portal. Bidders who have contractor Id and are registered on HEWP and also have deposited one time deposit are eligible for participation in the tender by annexing bid specific Earnest Money Declaration Form generated from HEWP.
 16. 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.
 17. The rates quoted by the tenderer should be very competitive and as prevailing in the market and should be firm and lump-sum. Prices should be quoted per unit also wherever applicable and asked.
 18. The validity of the tender/offer shall be for 120 days from the date of opening of the price bid.
 - a) Suomoto revised price bid / supplementary Part-II will not be accepted after the last date of submission of the tender. However, in case revised price bid is submitted by the bidder Suomoto but prior to the due date of submission of the tender, then the revised price bid only, shall be opened and considered by the purchasing authority.
 - b) The rate negotiations shall be held as per Govt. of Haryana Notification/Guidelines from time to time.
 - c) The whole work against this tender shall be awarded to a single firm i.e. L-1 bidder whose overall quoted/equated prices are lowest for the complete package.
 19. No deviation shall be allowed. However, in case of deviation of taxes etc., the same be loaded for comparison purpose.
 20. Selection preference of the tendered work may be allowed as per policy of the State Government to the Industrial Units located in Haryana on the lowest valid rates if tenderer so claim with requisite documentary evidence.
 21. 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.
 22. The bidder shall bear all costs including bank charges, if any, associated with the preparation and submission of his bid, and the purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
 23. Purchaser reserves the right to cancel the NIT or to change qualifying requirement or to reject any or all the tenders so received without assigning any reason.
 24. **INSPECTION OF SITE OF WORK**: - Before tendering, the tenderer is advised to inspect the site of work, the environment & get acquainted with the actual work & other prevalent conditions, facilities available. No claim will be entertained later, on the ground of lack of knowledge.

Executive Engineer/Switchyard,
for Chief Engineer/RGTPP,
HPGCL, Khedar, Hisar.

SCOPE OF WORK

1. Scope of work includes routine upkeep, attending breakdown maintenance round the clock which occurs during running of equipments or otherwise for the equipments installed at 400KV Switchyard and Power transformer yards of Unit 1 & 2, RGTPP, Khedar (Hisar). It consists of Power transformers (Generator Transformers, Station Transformers & UT's), Circuit Breakers, Isolators, CTs', EMVT's, CVTs', LAs', Wave Traps, Post insulators, Bus Bars, super structures, marshalling boxes, local panel equipments and other associated equipments, electrical wiring of local panels of these equipments, C & R panels, Energy Metering panels, Batteries & Battery chargers, Lighting system, ACDB and DCDB etc. Description of equipments installed is attached at Annexure IV. However for minor details if required, may be obtained from the office of XEN Switchyard, RGTPP.
2. Overhead maintenance works like tightening/replacement of jumpers, clamps, connectors, nuts & bolts in respect of bus bars, conductors, isolators, breakers, CTs, PTs, LA's etc. in 400 KV Switchyard and transformer yard.
3. Mechanical work on power transformers like checking/tightening & replacement of clamps, connectors, dismantling and assembling of HV/LV jumpers and maintenance of cooling system including replacement of oil pumps and fans etc.
4. Maintenance of yard lighting in 400 KV Switchyard and transformer yard area.
5. Maintenance of control & power cables installed in the switchyard and laying of any new cable.
6. Testing of electrical equipments installed at 400 KV Switchyard. However, testing instruments will be provided by HPGCL.
7. Replacement of CT, CVT, LA, Isolators, NGR under the supervision of OEM engineer. All the general T&P, consumables for the said works will be arranged by the contractor. However special T&P like Hydra/Crane, any special tool, testing instrument and material required, if any, will be arranged by HPGCL.
8. Servicing and overhauling of OLTC diverter switch under the supervision of OEM engineer.
9. Dehydration of transformer oil through filtration set. Shifting of oil filtration machine and storage tanks will be in contractor's scope. However, filtration machine and storage tanks will be provided by HPGCL.
10. Cleaning of porcelain insulators of all the equipments as per availability of shut-down.
11. Thermo vision scanning of 400 KV Switchyard. Thermo vision camera will be provided by HPGCL.
12. Cold washing of power transformers.
13. Servicing & overhauling of gear mechanism of isolators under the supervision of OEM engineer.
14. Deputation of required qualified persons round the clock to assist the Shift In charge for recording the site parameters of equipments.

Exclusions:-

1. Replacement of insulator strings i.e. tension and suspension on bus bars.
2. Replacement of HV of Power transformers.
3. Replacement of 400 KV breaker
4. Deputation of OEM engineer
5. Hot Line washing of equipments.
6. Transformer Oil testing.
7. Shifting of Power transformers etc.
8. Complete Overhauling of equipments

Executive Engineer/Switchyard,
for Chief Engineer/RGTPP,
HPGCL, Khedar, Hisar.

GENERAL TERMS & CONDITIONS**1) CONTRACT 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 rate quoting sheet and the agreed contract price shall remain firm during the currency of the contract. Any statutory taxes/levies, if to be charged extra, should be clearly indicated by tenderer in their offer separately, failing which it will be presumed that the quoted prices are inclusive of all such statutory taxes/levies.

3) EARNEST MONEY AND SECURITY DEPOSIT

3.1 Every tenderer, while submitting his tender, should online deposit an amount of **Rs.162827/-** as the earnest money.

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

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

3.3 The Security Deposit shall be 10% of the Contract value in all the cases. The deduction of the security deposit shall be regulated as per following:-

For Annual Maintenance Contract	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.
---------------------------------	---

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

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

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

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

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

4) PAYMENT TERMS

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

5) MODE OF PAYMENT

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

6) COMPLETION PERIOD

- I. The completion period of the work shall be the essence of the contract. The work shall be started within 7 days of issue of LOI / Work Order, whichever is earlier, unless otherwise

directed by the issuer of tender. The work shall be carried out and completed on month to month basis, as per the requirement of the contract.

II. PERIOD OF CONTRACT

The period of contract shall be for two years from the date of commencement of work. The period of contract may be extended up to three months at the same rates & terms and conditions at the discretion of HPGCL.

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

9. DOCUMENTATION

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

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

10. PERFORMANCE BANK GUARANTEE : Not applicable

11. WARRANTY:

- a. The contractor shall give guarantee for the work done for a period of 90 days from the date of successful commissioning of equipment repaired.

- b. During the liability period, if any defect is observed in the equipment, which is attributed to poor workmanship or poor quality of material used by the contractor, the same shall be attended by the contractor 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 & 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 Income Tax and GST etc. including surcharge shall be made at source from the bills of the contractor at the prevailing rates.

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

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

19. INSURANCE OF WORKERS

The contractor will be solely responsible for any liability for his workers in respect of any accident, injury arising out and in course of contractor's employment. To meet his aforesaid obligation under the workmen Compensation Act, The contractor may obtain W.C. Policy from the Insurance Company for the persons employed by him for carrying out the work. The premium payable for the aforesaid Insurance Policy shall be borne by the contractor. The contractor shall ensure that the said Insurance Policy of this insurance cover is required to be submitted by the contractor to Engineer-in-charge of work immediately after issue of LOI, but before the start of work.

20. SAFETY RULES

Contractor shall have to comply with all the provisions of safety rules. The Engineer-in-Charge or Safety Officer shall impose penalty of Rs.200/-per day per head if the workers of contractor are found to be working carelessly or in violation of use of proper protective equipments i.e. safety helmets, shoes, safety belts, goggles, ear plugs etc. and against violation of any other clause. A penalty of Rs. 500/- per

violation (minimum) shall be levied in case of repeated violation. Further, if the violation made by the contractor / labour which may cause any serious accident or direct loss to the corporation or threatens to cause severe consequences, the higher penalty may be imposed including suspension / termination of the contract.

- II. Following undertaking is also required to be submitted by the contractor:-
“I / We have gone through all the terms & conditions on safety regulations and undertake to strictly enforce the same during the execution of this contract including mobilization period, if any”. In case of violation of these terms & conditions, the HPGCL is free to take action as deemed fit.
- III. In case of any fatal / non fatal accident or any other violation of Factories Act 1948. Pb Hr Factory Rules 1952 or under other Industrial or Labour Act are made by / with the workers of the contractor and if prosecution is launched by Chief Inspector of Factories, Chandigarh or any other authority against occupier / Factory Manager or any other authority of HPGCL, the contractor shall be liable to deposit the amount of fine / penalty decided by the Court, on the same day. In case of default, the amount will be recovered from the outstanding dues / liabilities of the contractor against this contract or any other contract at RGTPP besides other action as the HPGCL may deem fit like black listing of the firm etc.
- IV. The liability of the injured person shall be borne by the contractor, irrespective of the location at which the accident has occurred.
- V. HPGCL 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 part of the contractor.
- VI. The contractor will observe all fire and safety regulations. He should adopt proper fire prevention arrangement during his work at site. He shall be responsible for any loss due to fire or unsafe methods or damage to any of the HPGCL property during the execution of contract and shall make good to the satisfaction of Engineer in charge. However, this will not relieve the contractor of any statutory or other obligations.
- VII. A safety clearance certificate on quarterly basis from the chief safety officer shall be obtained by the contractor and has to be attached along with the bill

21. ARBITRATION

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

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

22. LAWS GOVERNING CONTRACTS

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

23. SET OFF

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

24. SUBLETTING AND ASSIGNMENT: -

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

Note: -

1. Unless agreed otherwise the above terms and conditions of the contract will form the part of the work order after finalizing the proposal. The word tenderer where ever used above shall be read as contractor. The non-applicability / modification in the aforesaid clauses if agreed shall be mentioned / attached in / with the work order specifically.

2. Any other term not defined in instructions to the bidder or above terms and conditions should be interpreted as defined in HPGCL Purchase Regulation "2015".
 3. The term "Bid" and "tender" and their derivatives ("Bidder / Tenderer" "Bidding / Tendering") are synonymous. Singular also means plural.
25. **Jurisdiction** - The courts of the place from where the acceptance of tender has been issued shall alone have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract.
26. **Transportation:-**
- (i) The contractor shall make his own arrangement for transportation of the material from stores to site of work, from site of work to O & M workshop/store, if required, and return of scrap back to stores. The contractor shall also assist in loading/ unloading of material being sent for repairs or received after repair to/ from outside of RGTPP.
 - (ii) 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.
27. **T&P and Consumables:**
- All the T&P and consumables as mentioned in the technical terms & conditions required for execution of job will be arranged by the contractor. The requirement of the consumables will be decided by the officer-in-charge by giving a short notice which shall be binding to the contractor and no extra claim for same shall be entertained.

Executive Engineer/Switchyard,
for Chief Engineer/RGTPP,
HPGCL, Khedar, Hisar.

SPECIAL TERMS & CONDITIONS

1. All the works will be executed as per instructions of the Engineer-in-charge and all quality checks will be carried out in association with HPGCL, as per the field requirements. Necessary instructions given by the Engineer-in-charge to the contractor as per site requirement will have to be fully abided by him.
2. The necessary details & drawings as per the site requirements during the course will be supplied by HPGCL, accordingly works will have to be performed & completed. **In case manufacturer's engineer is called for any special job, the charges shall be borne by HPGCL.**
3. The scope of work for various equipments is given above. However, same shall not be limited to items as mentioned, but also includes all such items etc. which are not specifically mentioned but are essential for successful execution of work order unless specifically excluded. All the general T & P required for the execution of work as well as transportation of all the material, spares from stores to site would be in the scope of contractor. However, special T & P like Hydra/Crane etc. and testing equipments etc. will be provided by HPGCL.
4. The contractor shall be responsible to deploy adequate staff for carrying out the routine and breakdown maintenance of the equipments and other activities as envisaged in the scope of work to the entire satisfaction of engineer-in-charge. The manpower requirement to carry out the specified jobs shall be for general duty as well as in the shifts (Morning, Evening & Night Shifts). The manpower deployed may be required to work round the clock depending upon the site emergency. No overtime payment of any kind will be made by RGTPP. No extra payment of any kind will be made to any person working in odd hours by RGTPP.

Note:-

- a. Manpower with necessary qualification & experience shall be deployed by the contractor round the clock (general as well as shift duty) for smooth working of O&M of switchyard.
 - b. The services of the manpower supplied by the contractor may be utilized in General, Morning, Evening or Night shifts throughout the year including Sundays and holidays as per directions of Engineer-In-charge. No additional payments shall be made due to deployment of manpower on account of overtime.
 - c. For deployment of manpower beyond normal working hours, RGTPP shall not make any extra payments to contractor for labour so deployed. Payment of overtime of manpower shall be the exclusive responsibility of the contractor.
5. Consumables like MS welding electrodes, small nuts & bolts, oxygen and acetylene gas, Nitrogen Gas for Air Cell charging, cloth, cotton waste, emery paper, sealing agent, anabond 666 or 610, hacksaw blades, grinding wheel PVC tape, M-seal, Teflon tapes, araldite, soldering flux, solder, old dhoti and all small items required for handling & maintenance jobs etc. 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. However special silicon grease, O-ring, spares parts etc. will be provided by HPGCL.
 6. The contractor has to make his own arrangement including leads, screws, oil, brushes, welding set, welding electrode, torch, hand gloves, bulbs, wires & holders for temporary lighting at work place.
 7. All tools & tackles like spanners, multimeters, box-spanner, portable grinding machine, personnel protective equipments for safety of workers, safety belt, scaffolding material and other general purpose tools and tackles etc. have to be arranged/ provided by the contractor. Contractor will arrange all measuring instruments like micrometers, vernier calipers, scales, dial gauge etc. However special T&P, Hydra/crane, testing instruments etc. required for executing a particular job will be arranged by HPGCL
 8. The contractor shall complete the entire work within the time given by Engineer-In-Charge depending upon availability of PTW. To achieve this he has to work round the clock. Any number of jobs can be released for planned mtc/ 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 O&M workshop time extension will be given by HPGCL with the approval of competent authority.
 9. Trucks, trailer, tractor trolleys and hand carts for transportation of material to and from store / other site, O&M Workshop in plant & returning of scrap will be arranged by contractor. Loading/ unloading of material for transportation to above site will be done by contractor

without any extra claim.

10. All spares parts, o-rings, gaskets, packing and electricity supply for welding set / lighting, water, air required for mtc. Work will be provided by HPGCL free of cost.
11. Any miscellaneous work not mentioned in scope but is essential for completion of servicing / overhauling of any equipment in the scope, shall be deemed to be in the scope of contractor.

12. RESPONSIBILITY OF THE CONTRACTOR

The contractor would be responsible for the following: -

- a. All the labour / workmen deployed during the execution of the contract shall be adequately got insured by the contractor at his own cost.
- b. Any mishappening / accident to any workmen at site of work & compensation payable to workmen on this account, all liabilities arising out of any provision of Labour Act / Workman's Compensation Act shall be the responsibility of the contractor. Any expenditure incurred by HPGCL arising out of the negligence of the contractor would be recovered from his bills / pending dues.
- c. The good conduct of all the workmen at work site.
- d. The loss / damage caused to the property of HPGCL or any other agency of the contractor or any of his workman / employee.
- e. The contractor may employ such employees, as he may think fit to ensure the execution of the work to the entire satisfaction of Engineer-in-Charge. The employees would not be deemed to be in the employment of HPGCL for any purpose whatsoever. The contractor shall abide by the rules, laws and regulations that may be enforced from time to time regarding the employment conditions of service of his employees.
- f. Under no circumstances whatsoever, HPGCL would be held responsible to the labour of the contractor. HPGCL shall have the right to pass on the responsibility on the contractor for any expense incurred by HPGCL as a result of certain dues on the part of employees of the contractor. HPGCL shall be entitled to recover / claim dues / compensation from the contractor in that event.
- g. The labour / employees engaged by the contractor shall not be below the age of 18 years and above 60 years.
- h. Further, the contractor would furnish an undertaking on non-judicial stamp paper of appropriate value by each and every worker employed by him, that the worker will not claim any lien as a worker of HPGCL for the services, he is rendering to the contractor.
- i. The contractor shall also indemnify HPGCL against any liability towards its labour for non-compliance of laws etc.
- j. The contractor will terminate such employee who is not able to do his job as per satisfaction and whose behaviour cause any nuisance or otherwise in the opinion of the Engineer-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.
- k. The contractor will provide the proof of labour payment till the 10th of each month.

13. LOSS OF PLANT / HPGCL PROPERTY DURING EXECUTION OF THE 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.

14. 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.

15. ACCOMMODATION

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

for Executive Engineer/Switchyard,
Chief Engineer/RGTPP,
HPGCL, Khedar, Hisar.

Standard Operating Procedures to be followed to Monitor GST Compliance:**Stage 1: Floating of Notice Inviting Tender (NIT) –**

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

Stage 2: Scrutiny of bids –

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

Return	Periodicity of filing	Return for
GSTR1	Monthly	Outward supplies
GSTR2A	Monthly	Its auto populated on GST portal on the basis of GSTR 1 filed by vendor
GSTR 3B	Monthly	Payment of GST
GSTR9	Yearly	Compilation of outward and inward supplies made during the FY
GSTR9C	Yearly	Analytical statement on GST returns certified by GST Auditor

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

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

- Vendor will undertake to immediately inform the HPGCL about any amendment in the GST certificate and to immediately submit the updated registration certificate.

- Purchase order/work order to specify that in case of failure at the end of vendor regarding deposit of tax and in complying with conditions mentioned at stage I & II, HPGCL will have right to recover the GST amount in default along with interest & penal amount and deposit the same directly with GST department on behalf of vendor to the credit of HPGCL.

Stage 4: Receipt of first invoice-

- Executive wing to verify that the invoice is in Performa as specified under GST laws (Section 31 to 34 of CGST Act read with Rules 46 to 55A of the CGST rules deal with the Tax invoice, Credit notes and debit notes) with correct GST number of HPGCL so that no difficulty is faced by HPGCL while claiming Input Tax Credit of GST due to incorrect GST number and also to reconcile the GST number and address of supplier as per invoice with the GST number & address given in tender documents submitted by vendor and submit the duly verified invoice to accounts wing.
- After the implementation of the E-Invoice w.e.f. 01 Oct 2020 generation of e-invoice from common e-invoice portal for B2B supplies by person having aggregate annual turnover of more than Rs. 500 Crs has been made compulsory. And w.e.f 01.Jan 2021 Generation of E-invoice for GST supplies by person having aggregate turnover of more than Rs. 100 Crs has been made compulsory. And w.e.f 01.04.2021 generation of E-invoice for GST supplies by the person having aggregate turnover of more than Rs. 5 Crs is proposed to made compulsory. The nodal officer/engineer in charge of the contract/appointed officer of the respective plant should demand from the supplier E-Invoice containing the invoice reference number (IRN) and QR code. It is worthwhile to note that any tax invoice including tax credit / Debit note issued by such notified person for B2B supplies without following the e-invoicing procedure shall not be treated as a valid document.
- Obtain an undertaking from the vendors who are not generating e-invoice in following format:

We M/s.....having 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 provisions of Central Goods and Services Tax Act, 2017 and rules thereunder ("GST Law"). Further, we also undertake that if the aggregate turnover of M/s. exceeds the current threshold or revised threshold notified by Government of India at any future date, then we shall issue invoice and credit note in compliance with the required provisions of GST Law. In case of any queries from the any state or center Goods and Services Tax authorities, M/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 5: Receipt of IInd & subsequent invoices –

- In addition to procedure mentioned in stage IV, following steps to be undertaken
- All undertaking mentioned at stage I to be obtained & verified.
- GSTR 2A should be matched with amount of GST paid. In case, the details are not there in GSTR2A, issue needs to be taken up with vendor and GST consultant of HPGCL.

Others:

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

Annexure- A

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

We M/s. having PAN and 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 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:

Annexure- B

Undertaking from the vendor (on vendor’s letter head) regarding validation of GST registration (for each GST number separately)

- 1.1.1 GST registration of GST no..... in name of M/s.....is valid as on date.....
- 1.1.2 No default has ever been made by me/my firm in name of in filing the various GST returns and deposit of GST dues with the department with respect to GSTN.....

Yours Truly,
For M/s.....

Authorized Signatory Name: Designation:

Annexure-C

Undertaking cum declaration from the vendor (on vendor’s letter head)

- 1.2 I undertake to submit a CA certificate regarding validity of GST registration on every six months during the tenure of contract.
- 1.3 I undertake to submit copies of GSTR I and GSTR 3B/challans as evidence to deposit of GST with certification that GST collected from HPGCL, to be

specified in exact rupees, has been paid to Govt. vide this challan (specifying the challan no. & date of deposit) and returns filed (date of filing of return) includes the transaction of supply of Good or/and services to HPGCL.

1.4 I undertake to inform immediately the HPGCL about initiation of any proceeding (if any) against me/my firm under the GST laws which may result in suspension or cancellation of GST number of the Vendor.

Yours Truly,

For M/s.....

Authorized Signatory Name: Designation:

Annexure-D

Undertaking cum indemnity bond from the vendor (on vendor's letter head)
regarding timely deposition of GST

- a) *Certified that we are registered as taxable person under GST Act, our GST no. is - ----- and which is active as on-----.*
- b) *Certified that bill for the month of-----in which GST has been claimed, is included in all the GST returns submitted by us to the GST authorities.*
- c) *Certified that we shall deposit the amount of GST collected from RGTPP/HPGCL to the Government exchequer within the time specified under the GST Law.*
- d) *Certified that the goods/services on which GST has been charged have not been exempted from GST under GST Act. The rate/amount of GST in these goods/services is correct under the provisions of the GST Act.*
- e) *We give Undertaking-cum-indemnity bond to RGTPP/HPGCL that we shall indemnify to RGTPP/HPGCL for any loss sustained in case we does not deposit the GST to the government exchequer, which it has recovered from the M/s HPGCL as tax.*

Yours Truly,

For M/s.....

Authorized Signatory Name: Designation:

STATEMENTS OF BIDDERS

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

4. Legal status
5. PAN & GST Number of the Bidder (attached self attested photocopies)
 PAN _____
 GST No. _____
 HSN / SAC Code _____

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

Name & Designation of Authorized Bid Signatory _____

FORMAT FOR CONTRACT AGREEMENT

This contract agreement entered in to this _____ day of the month of _____, 2024 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 _____ 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 agrees to abide by all labour laws, rules and regulations which may be enforced from time to time. Where the contractor also agrees to absolve the HPGCL from all risks & responsibilities towards the labour engaged by the contractor during execution of the above said work.

The contractor will comply all provisions of the relevant labour laws/Acts and the rules /regulations framed there under. In the event of Rajiv Gandhi Thermal Power Plant, Khedar, Hisar 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 RGTPP, Khedar, Hisar and the contractor have agreed to execute an agreement.

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

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

Signature of the contractor
In presence of witness

Signature & designation
and on behalf of HPGCL presence of
witness

Witness

1.

2.

Witness

1.

2.

UNDERTAKING OF STAFF ENGAGED

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

Signature of worker

Signature & Stamp of Contractor.

MONTHLY PAY ROLL PERFORMA

1. Name of Corporation _____
2. Name of Contractor _____
3. (a) Licence No. _____
 (b) Validity expires on _____

Sr. No.	Name of engaged workers	Amount of wages	Account no. of engaged workers	ESI No. of engaged worker	EPF No. of engaged worker	ESI Contribution			EPF Contribution		
						Cheque No.			Cheque No.		
						Employer contribution	Worker contribution	Challan No.	Employer contribution	Worker contribution	Challan No.

Acceptance Certificate

I _____ Designation _____
 of (NameoftheCompany) _____

hereby accept the terms and conditions of the NIT no. .

For M/s _____

TDS Declaration Undertaking

I, _____ , _____ (Designation) of _____
_____ (Name of Corporation/Company/Board/Trust), having PAN No.
_____ (hereby in after referred as the Corporation/Company/Board/Trust), hereby
declare and affirm as under:

- (1) That the Corporation/Company/Board/Trust is a regular income tax assessee.
- (2) That the Corporation/Company/Board/Trust has been filling its return of income tax regularly.
- (3) That the Corporation/Company/Board/Trust has filed return of income tax for the financial year 2018-19,2019-20 and 2020-21 under the provision of section 139(1) of the Income Tax Act, 1961 as per details given below:

Assessment Year	Acknowledgement Number	Date of Filing

- (4) That the new provisions of Section 206AB/Section 206CCA which require deduction /collection of tax at source at higher rates are not applicable to our Corporation/Company/Board/Trust and hence tax may not be deducted/collected at source at higher rates.

(Deponent)

That whatever stated above in the above stated para(s) are true to my knowledge and belief.

(Deponent)

DESCRIPTION OF EQUIPMENTS INSTALLED

Sr. No.	Description of Equipments	Quantity	Make	Rating
1	Generator Transformers	7 Nos.	Areva make	20/400KV, 250MVA single phase
2	Station Transformers	2 Nos.	Areva make	400/11.5KV, 80MVA three phase
3	Unit Aux. Transformers	4Nos.	Areva make	20/11.5KV, 31.5MVA three phase
4	Neutral Grounding Resistor	06 Nos.	Areva make	300A
5	Circuit Breakers (mechanically ganged)	11 Sets.	Areva make	2000A, 400KV, Sf6, 40KA
6	HCB Isolators with single earth switch	5 Set	Siemens make	3 Phase, 2000A
	HCB Isolators with double earth switch	12 Set	Siemens make	3 Phase, 2000A
	Pantograph Isolators without earth switch	19 Set	Siemens make	3 Phase, 2000A
	Pantograph Isolators with one earth switch	12 Set	Siemens make	3 Phase, 2000A
7	Lightening Arrestors	24 Nos.	Areva make	1 Phase, 390KV, 20KA
8	Marshalling Kiosks	11 Nos.		
9	Battery Chargers(Float cum Boost)	02 Set	Chabbi make	300AH
10	Lead Acid Battery	109 in each set	Exide make	300A.H., 2.14V
11	CTs	30 Nos.	Areva make	1 Phase, Core (1 to 3)- 2000-1000-500/1A Core (4 to 5)-2000- 1000/1A
12	CVTs	23 Nos.	Areva make	4400pF, 420KV/ 110V/110V/110V
13	Wave Trap	08 Nos.	Areva make	2000A, 0.5 mH
14	Control & Relay Panels, metering panel, SCADA.	18 Nos.	ABB make	
15	Aux, Power Cables	38KM	Cord, Polycab	Various sizes
	Control Cables	60KM	Cord, Polycab	Various sizes
16	Clamps & Connectors		Kleman make	
17	ACDB Board (433V)		L&T make	
18	DC Distribution Board(220V)		L&T make	
19	String Insulator, Suspension Insulator, Composite Insulator		Aditya Birla make & Stone gold HDB	31KV/mm, 160KN
20	AL. Tubes			114.5mm O.D.,97mm I.D.
21	Main Bus-1 & 2	Quad Moose		2000A, 40KA for 1 Sec.
22	Transfer Bus	Twin Moose		1000A, 40KA for 1 Sec.
23	Earth Riser			40 mm MS rod
24	Earth Flat			75X10 mm, 50X6 mm, 50X10 mm
25	Cable Trays		Volt amp make	3.3KV, 433V
26	Lighting System Out door points In-door points. Lighting Panels	(Lump Sump)		

Executive Engineer/Switchyard,
for Chief Engineer/RGTPP,
HPGCL, Khedar, Hisar.

Subject: Annual Maintenance Contract of preventive/ routine/ breakdown maintenance of 400 KV Switchyard for 2x600MW, RGTPP, Khedar, Hisar.

Rate Quoting Sheet (For Reference only)					
Sl. No.	Description of Work	Quantity	Unit	Basic Lumpsum Rate in Rs per Month (without GST) in Figures To be entered by the Bidder in Rs. P	Total Amount for 12 Months without GST in Rs. P
1	The rates to be quoted for 1stYear: Annual Maintenance Contract of preventive/ routine/ breakdown maintenance of 400 KV Switchyard for 2x600MW, RGTPP, Hisar as per scope of work.	12	Months	To be filled online (For Reference only)	
2	The rates to be quoted for 2nd Year : Annual Maintenance Contract of preventive/ routine/ breakdown maintenance of 400 KV Switchyard for 2x600MW, RGTPP, Hisar as per scope of work	12	Months	To be filled online (For Reference only)	
Total Amount for Two Years (Sl. No. 1 + 2) =					

1. The firm is required to quote the rates strictly as per this rate quoting sheet format only.
2. The firm shall quote rate excluding of GST / tax as applicable i.e. only basic rate.
3. The GST/tax shall be paid extra as applicable from time to time.
4. L-1 will be decided on basis of total for all 02 years.

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

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

Sr. No.	Technical Specification	Bidder Response (Yes or No)
1	Tender cost with e-service fees	
2	Earnest Money Deposited	
3	Documentary Evidence regarding Qualification Criteria:	
i	<p>The bidder should be Original Equipment Manufacturer/Supplier (OEM/OES) or a register vendor of HPGCL as per vendor registration policy for specific category of the work.</p> <p align="center">OR</p> <p>The firm should have minimum of one year experience for carrying out the jobs of annual maintenance contract in 220 KV or above Switchyard of HPGCL / NTPC /any SEBs / any PSUs /any Corporations / Central govt. /State govt. / Semi govt. or in any Thermal/ Hydel Plant and have average annual turnover and other eligibility conditions as given below:- Bidders must have successfully executed the Work Order(s) for the same work during last 7-years ending last day of the previous month i.e. 30.04.2024 in which applications are invited having minimum order value including GST as under:-</p> <p align="center">Single order of the value not less than Rs. 31, 92,683/-</p> <p align="center">OR</p> <p align="center">Two orders of the value not less than Rs. 19, 95,427/- each</p> <p align="center">OR</p> <p align="center">Three orders of the value not less than Rs. 15, 96,342/- each</p> <p>The authentic documentary evidence in support of their claim of having said experience and turnover should be enclosed in technical bid for consideration of their tender.</p> <p>The tender documents of only those bidders shall be considered who fulfill the eligibility criteria and submit documentary evidence in support of the same along with a copy of a performance certificate/ repeat order from the same organization if any</p>	
ii	Documentary Proof for Turnover Certificates as prescribed in NIT.	
iii	The firm should be registered under contract labour (Regulation & abolition) Act, 1970 and possesses a valid labour license for deploying the workers on the work or will obtain the same within 15 days of issuance of work order.	
4	Documentary Proof for Permanent EPF and ESI Registration number from Provident Fund Commissioner. Documentary Proof for GST number and PAN. Statement of bidders as per Annexure-.VII. Acceptance of all terms & conditions of tender Annexure-VIII	
5	Firm should submit a certificate to the effect that the tenderer is not presently black listed from any Public Sector undertakings of Central Govt. / State Govt. / SEBs / Corporations / any other reputed Thermal / Hydel Plant etc.	
6	Authority letter in the name of the Authorized Person who has signed the Tender Document / Price Bid on behalf of the Contractor / Company.	

Signature and stamp of Firm