

Head Office HPGCL, Panchkula

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

Corporate Identity No. U45207HR1997SGC033517

Website:- www.hpgcl.org.in



(An ISO 9001, 14001 & OHSAS 18001

Certified Company)

**TENDER DOCUMENT
FOR
OUTSOURCING OF SKILLED/UNSKILLED MANPOWER
UNDER
Chief Engineer/Admin., HPGCL,
Panchkula.**

NIT No: 01/CE/Admin/Pkl/2021 dated : 26.07.2021

**Chief Engineer/Admin., HPGCL,
Panchkula.**

E- MAIL:- dsgenl@hpgcl.org.in



HARYANA POWER GENERATION CORPORATION LTD

HPGCL

AN ISO: 9001, ISO : 14001 &
OHSAS : 18001 COMPANY

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

website: - www.hpgcl.org.in
Telephone No. 0172-5023425

Corporate Identity Number: 45207HR1997SGC033517

NOTICE INVITING E-TENDER NIT No. 01/CE/Admin./Pkl/2021

Dt. 26.07.2021

E-tenders are invited in two parts from the Private Limited or Public Limited Companies or Labour Cooperative Societies or Firms by Chief Engineer/Admin., HPGCL, Panchkula as per following details:-

Sr. No.	Brief scope of work	Bid Preparation & Submission *(Bidder Stage)	Opening date of Bids (Part-1)	Amount of Earnest money to be deposited via RTGS/NEFT /OTC through online portal as per conditions mentioned in the bidding document (in Rs.)	Estimate cost
1.	Outsourcing of skilled/un-skilled manpower for HPGCL, Corporate Office, Panchkula		31.08.2021 15:00 hrs	Earnest Money @2% of estimated cost (i.e. Rs 2.97 Lacs)	Rs. 1.48 Crore & GST Extra as applicable

1. The Tender document & e-service charges (**Rs. 4,480/- cost of tender document + Rs. 1180/- e-service charges**) are to be paid online through e-procurement portal <https://etenders.hry.nic.in> & the tender documents are available on the website www.hpgcl.org.in and <https://etenders.hry.nic.in>. The detailed terms and conditions can be seen in the tender documents.

2. The Bidders shall have to pay for the Tender documents, EMD fees & eService fee online through e-procurement portal <https://etenders.hry.nic.in> by using the service of secure electronic payment gateway. The secure electronic payments and eService fee can be made by eligible bidders online directly through Debit Cards & Internet banking Accounts and the Payment for EMD can be made online directly through RTGS/NEFT.

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

For any technical related queries please call at 24X7 Help Desk Number

0120 – 4001 002
0120 – 4200 462
0120 – 4001 005
0120 – 6277 787

Details may be seen from the website <https://etenders.hry.nic.in> & www.hpgcl.org.in

Chief Engineer/Admin.,
HPGCL, Panchkula.



HPGCL

AN ISO: 9001, ISO : 14001 &
OHSAS : 18001 COMPANY

HARYANA POWER GENERATION CORPORATION LTD

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

website: - www.hpgcl.org.in
Telephone No. 0172-5023425

Corporate Identity Number: 45207HR1997SGC033517

NOTICE INVITING E-TENDER ENQUIRY NO. 01/CE/Admn./Pkl/2021 Dt. 26.07.2021

E-tender for providing Skilled/Un-skilled manpower for the deployment at HPGCL, Corporate office, Panchkula through contractor under outsourcing policy.

Key Dates

Sr. No.	Department Stage	Tenderer's Stage	Start date and time	Expiry date and time
1.		Downloading of Tender Documents & Bid Preparation	26.07.2021 17:00 Hours	26.08.2021 13:00 Hours
2.	Technical Opening (Part-I)	-		31.08.2021 15:00 Hours
3.	Short listing of Technical bids of Opening of Financial Bid		Will be intimated to the firms on their E-mails / telephone message / sms	

Name of Contractor/ Firm _____

Annexure:

- | Sr. No. | Description |
|----------------|--------------------------|
| 1. | Conditions of Contract |
| 2. | Escrow Account Agreement |

**Chief Engineer/Admin.,
HPGCL, Panchkula.**



HPGCL

AN ISO: 9001, ISO : 14001 &
OHSAS : 18001 COMPANY

HARYANA POWER GENERATION CORPORATION LTD

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

website: - www.hpgcl.org.in
Telephone No. 0172-5023425

Corporate Identity Number: 45207HR1997SGC033517

NOTICE INVITED E-TENDER ENQUIRY NO. 01/CE/Admn./Pkl/2021 Dt. 26.07.2021

E-tenders are invited in **two parts** by the undersigned on behalf of Haryana Power Generation Corporation Limited **from the Private Limited or Public Limited Companies or Labour Cooperative Societies or Firms** having License from Labor commissioner, Haryana for the supply of below mentioned category of skilled/unskilled workers having the requisite Education Qualification and experience prescribed below for deployment at **Haryana Power Generation Corporation Limited, Corporate Office, C-7, Urja Bhawan, Sector-6, Panchkula for six months and extendable for another six months** at the sole discretion of the Corporation or up to the date on which a regular incumbent is posted, whichever is earlier, in accordance with the outsourcing policy of Haryana Govt. notification No. 43/5/2001-3GSII dated 03.06.2014, on rates approved by the Government of Haryana Govt. notification no. 16/7/2015-3GSIII dated 06.06.2016 along with Corporation (HPGCL) instructions issued from time to time in this regard, payable to each category of engaged worker plus premium.

Sr. No.	Category of Worker	Total No. required	Minimum Education Qualification	Remarks
1.	Peon / Helper	72	Matric pass or above with Hindi	
2.	Maid-Attendant	1	-	
3	Mali	1	-	
4.	Drivers	14	a) Middle pass and possess valid driving license for the last 5 years for light vehicles. b) Experience of driving must be at least for 5 years.	
5.	LDC	23	a) Graduate with minimum 60% marks in respect of General category / other category and 55% marks for SC category candidates of Haryana domicile from any University recognized by Govt. of Haryana. b) Must have passed Hindi/Sanskrit upto Matric Standard.	
6	Steno typist	1	a) 10+2 / 10+2 (vocational) 2nd division or equivalent and above (for ex-serviceman 10+2 only) or graduate from any Board / University recognized by the Govt. of Haryana with working knowledge of computer (Fundamentals, Internet/E-mail and MS office-Word, Excel, Powerpoint) b) Shorthand test in English at the speed of 80 WPM and transcription thereof at the speed of 15 WPM. The passage shall contain 240 words. Time for transcription 10 minutes and duration of piece shall be 3 minutes. c) Shorthand test in Hindi at the speed of 64 WPM and transcription thereof at the speed of 11 WPM. The passage shall contain 192 words. Time for transcription 17.5 minutes and duration of piece shall be 3 minutes. iii) 8% mistakes in English / Hindi shorthand transcription are allowed. d) Must have passed Hindi/Sanskrit upto Matric Standard.	
7	Accounts clerk	4	a) Bachelor Degree in Commerce with at least 50% marks from any University recognized by the State Govt. of Haryana b) Hindi/Sanskrit upto Matric Standard c) Working knowledge of computer (Fundamentals, Internet/E-mail and MS office-Word, Excel, Powerpoint)	
8.	Assistant Law Officer	3	L.L.B. (Professional) degree from any University recognized by Govt. of Haryana with three years practice as an advocate.	

Note: 1. The manpower requirement given above is tentative & may increase or decrease depending upon the requirement.

2. State Govt. instructions issued vide letter No. 22/104/2014-1GSIII dated 27.10.2017 be followed to provide reservation to the manpower deployed.
3. Further, in case of any emergent requirement of field offices of HPGCL situated at DCRTPP, Yamuna Nagar, RGTPP Khedar (Hisar), PTPS, Panipat etc., they can be deployed on equivalent post.
4. Contractor will provide a panel of 2.5 times names of contractual persons of the total manpower are to be deployed, from which the manpower selected shall be deployed / provided by the contractor as per the requirement of Corporation.
5. State Govt. instructions no. 16/7/2015-3GSII dated 09.12.2019 be followed regarding granting the benefits of maternity leave to the female employees engaged under Outsourcing Policy of Govt. of Haryana.

Note:-

1. Earnest money @ 2% of estimated cost (**i.e. Rs. 2.97 Lacs**) shall be deposited via RTGS/NEFT through online portal as per conditions mentioned in the bidding document. The estimated cost of skilled/ unskilled manpower to be outsourced is **Rs. 1.48 Crore plus GST extra as applicable**.
2. The Tender document & e-service charges of (Rs. 4480/- cost of tender document + Rs 1180/- e-service charges) are to be paid online through e-procurement portal <https://www.etenders.hry.nic.in> & the tender documents are available on the website www.hpgcl.org.in and <https://www.etenders.hry.nic.in>. The detailed terms and conditions can be seen in the tender documents.
3. The contractor should have a valid license issued by Labour commissioner from Haryana before submission of tenders. License under renewal shall be considered for acceptance on merit and on production of documentary proof of application of renewal submitted to the Labour commissioner.
4. The tender documents having detailed terms and conditions can be downloaded from the website <http://etenders.hry.nic.in> & For details, please visit www.hpgcl.org.in from **26/07/2021** from **17:00 hrs** onwards. The e-tenders shall be received through website only. All interested firms are requested to get themselves registered as vendors with the said website for submitting their bids. The price bid is to be submitted on-line only. The price bid in hand/ paper form shall not be accepted/ entertained.
5. The contractor should provide the following breakup of the lump sum amount specified there in each component of the cost along with its quantum on basis of calculation.
 - a. Wages rates (Category Wise) – As per State Govt. instructions dated 06.06.2016/ Corporation instructions issued time to time.
 - b. Statutory liability of the contractor (including employer share) such as EPF, ESI etc. if any.
 - c. Premium on Wages rates (as %).
 - d. GST if any.
 - e. Deduction of taxes at source as per Law for the time being in force.
 - f. Any other component.
 - g. Aggregate of all.
6. The contractor should provide PAN (Permanent account no.) issued by income tax Authority.
7. The successful bidder has to submit the Bank Guarantee equivalent to 2 months salary of employees engaged on outsource basis.
8. No. of manpower can be increase/decreased as per requirement.
9. The Bids will be opened in the office of Chief Engineer/Admin., HPGCL, Panchkula in the presence of service providers who wish to be present.
10. In case, the day of opening of tender happens to be a holiday, the tender will automatically be opened on next working day.
11. This office reserve the right to reject any or all the tenders received without assigning any reason.

12. Only those tenders shall be considered who deposit the earnest money and tender cost & transaction fee by due date.

For any technical related queries please call at 24X7 Help Desk Number

0120 – 4001 002
0120 – 4200 462
0120 – 4001 005
0120 – 6277 787

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

Key Dates

Sr. No.	Department Stage	Tenderer's Stage	Start date and time	Expiry date and time
1.		Downloading of Tender Documents & Bid Preparation	26.07.2021. 17:00 Hours	26.08.2021 13:00 Hours
3.	Technical Opening (Part-I)			31.08.2021 15:00 Hours
4.	Short listing of Technical bids of Opening of Financial Bid		Will be intimated to the firms on their E-mails / telephone message / sms	

Chief Engineer/Admn.,
HPGCL, Panchkula.

HARYANA POWER GENERATION CORPORATION LIMITED

INSTRUCTIONS TO BIDDER ON e-TENDERING SYSTEM

These conditions will over-rule the condition 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>. The bidders are also required to have/obtain Class-II& III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities for submission and processing of the bids. Please visit the website for more details.

2. Download of Tender Documents:

The bidders can view and download 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>.

3. Pre-requisites for online bidding:

In order to bid online on the portal <http://etenders.hry.nic.in>, the user machine must be updated with the latest Java. The link for downloading latest java applet and "DC setup" Utility is available on the Home page under the tab 'Download' of the e-tendering Portal.

4. Key Dates:

The bidders are strictly advised to follow date and time as indicated in the online Notice Inviting Tenders (NIT). 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 (NIT).

5 Bid Preparation (Technical & Financial) Online Payment of Tender Document Fee, eService fee (Rs.4480/-+Rs 1180/-), EMD fees: 2.97 Lacs

5.1 The online payment for Earnest Money Deposit (EMD) can be done using the secure electronic payment gateway looking into the EMD amount as mentioned below:

Following payments are to be made by the bidder online through e-procurement portal.

- a) Tender document fee of Rs. 4480/-- and e-service charges of Rs. 1180./-.
- b) Earnest Money Deposit (EMD): Earnest money **Rs 2.97 Lacs** (@ 2% of estimated cost, subject to maximum of Rs. 10.00 Lacs).

The secure electronic payments gateway is an online interface between contractors and authorization networks.

The Interested bidder must submit the funds at least transaction + 1 day (t+1) in advance to the last date of respective tenders and make the payment via RTGS/NEFT to the beneficiary account no. as mentioned in the Challan.

- 5.2 The bidders shall upload their technical offer containing documents, qualifying criteria, technical specification, schedule of deliveries, validity and all other terms and conditions except the rates (price bid). The bidder ensure that uploaded documents must be properly numbered and indexed.

The bidders shall quote the prices in price bid format in a specified template.

- 5.3 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:-

1. If bidder fails to complete the Online Bid Preparation & Submission stage by the stipulated date and time, his/her bid will be not be considered.
2. Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <http://etenders.hry.nic.in>.
3. 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 'System Requirement' to download the file. Help manual is available on 'Home Page' of the <http://etenders.hry.nic.in>.

SCHEDULE- 'B'
GENERAL INSTRUCTIONS TO TENDERERS
(Referred to in Regulation 7.1)

The following instructions must be carefully observed by all tenderers. Offer/Tenders not strictly in accordance with instructions will be liable to rejection.

1.	The Tender must be on the prescribed tender form and complete in all respects.
2.	The bidders shall upload their technical offer containing documents, qualifying requirements, and all other terms and conditions except the rates (price bid) in Technical template. The bidders shall quote the prices in price bid format in a commercial template.
3.	The bidders are strictly advised to follow date and time as indicated in the online Notice Inviting Tenders (NIT). 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 (NIT).
4.	The tenders will be opened electronically on the e-procurement portal using DSCs on the date and time prescribed in the notice inviting tenders. In case the date of opening falls on a holiday or a holiday is subsequently declared on that date, the tenders will be opened on next working day following the holiday at the same time.
5.	All Tenders/Offer will be regarded as constituting as offer or offers open to acceptance in whole or in part until the last date of validity as prescribed in the Notice Inviting Tenders or as indicated by the tenderer in the tender/offer, whichever be later.
6.	In this Tender, the Service Charge as % of the wages may be quoted by the tenderer for the complete category of manpower to be supplied and which shall be evaluated for complete manpower to be supplied.
7.	Tenderer should specifically mention the period of validity of tender/offer. The validity of the quotation should not be less than the period as specified in Notice Inviting Tender/Tender Document.
8.	The online payment for Earnest Money Deposit (EMD) can be done using the secure electronic payment gateway looking into the EMD amount as mentioned below: Following payments are to be made by the bidder online through e-procurement portal. a) Tender document fee of Rs. 4,480/- and e-service charges of Rs. 1,180/-. b) Earnest Money Deposit (EMD): @2% of the estimated cost (i.e. Rs. 2.97 Lacs)
9.	The Bank Charges, if any, will be to the account of the tenderer
10.	No claims shall be against the Corporation either in respect to interest if any due on the Security Deposit/Earnest Money or its depreciation in value.
11.	The purchaser reserves the right to reject to any or all tenders received without assigning any reasons
12.	The validity of the quotation should not be less than the period as specified in Notice Inviting Tender/Tender documents
13.	The tenders/quotations should be addressed to the Chief Engineer/Admn., HPGCL, Panchkula, where these shall be opened online on the prescribed date and time indicated in the NIT.
14.	Only such a tender shall be considered "Valid tender where the tenderer has in accordance with the above regulations remitted the requisite amount of earnest money.
15.	Tenders not submitted on prescribed form will be liable to be rejected.
16.	The post tender offers or communications received from the suppliers/contractors etc. which effect the quoted and equivalent rates there by changing the merit position of the tenders shall not be entertained.

17.	The purchase/ contract will come into existence on the day the purchaser posts acceptance to the supplier offer through post or email. The date of posting the letter/ email will be the date of agreement and the contractual obligation of the service provider will commence from that very date. The supplier/contractor will have no right to revoke his offer after the purchaser has posted/ emailed his acceptance in the aforesaid manner.
18.	In the event of a firm not favoring the delivery commitment of the previous contracts this fact will weight against the firm tendering against a subsequent enquiry and be treated as disability. Before issue of the letter of Intent/ Award of placing the order, the previous order should be fully discharged or a reliable under taking should be given that it would be done within a reasonable period and within a scope of the previous contracts, if the firm decline to give this undertaking it would be considered ineligible for competing against any subsequent or and the order would automatically pass on the next lower firm.
19.	The rate negotiations could be held up to L3 bidder, if the difference between the L1 quoted rates and those quoted by L2 and L3 is within 5% of the L1 quoted rates. In case where the L1 bidder refuses to further reduce his offered price and the L2 or L3 bidders come forward to offer a price which is better than the price offered by L1 bidder, the bidder whose price is accepted becomes L1 bidder. However, in such a situation, the original L1 bidder shall be given one more opportunity to match the discounted price. In case of acceptance, he would be treated as L1 bidder.

Signature of Bidder

Complete Address (Rubber Stamp)

CONDITIONS OF CONTRACT

1. Definitions and Interpretations

1.1 Definitions

In the contract (as herein after defined), the following words and expressions shall have the meanings hereby assigned to them:

- 1.1.1 "Commencement Date" means the date of signing of contract.
- 1.1.2 "Conditions" means Conditions of Contract.
- 1.1.3 "Contract" means agreement between the Employer and the Service Provider for the deployment of skilled/ unskilled man power incorporating conditions, Service Provider's price and other completed schedule, bid, Letter of Award and such further documents as may be expressly incorporated in the letter of award.
- 1.1.4 "Contract Agreement" means the document recording the terms of the contract between the Employer and the Service Provider.
- 1.1.5 "Contract Price" means the sum stated in the letter of Award as payable to the Service Provider for execution and commissioning of the works and adjusted, after optimization, on the basis provided in the contract. It shall be the sum total of the entire amount entered by the Service Provider in the schedule of prices.
- 1.1.6 "Service Provider" means the person who's Bid has been accepted by the Employer
- 1.1.7 "Service Provider Risk" means the risk defined in pursuant with corresponding clause.
- 1.1.8 "Employer/ Owner" means the HARYANA POWER GENERATION CORPORATION LIMITED (HPGCL)
- 1.1.9 "Force Majeure" has the meaning assigned to it under in pursuant with corresponding clause.
- 1.1.10 "Gross Misconduct" means any act or omission of the Service Provider in violation of the most elementary rules of diligence, which a conscientious Service Provider in the same position and under the same circumstances would have followed.
- 1.1.11 "Letter of Award" means the formal award by the Employer of the bid incorporating any adjustments or variations to the bid agreed between the Employer and the Service Provider.
- 1.1.12 "Performance Security" means the security to be provided by the Service Provider in pursuant with corresponding clause for the due performance of the contract.

- 1.1.13 "Site" means the place or places, where service is to be provided by the Service Provider .
- 1.1.14 "Sub- Service Provider" means any person (other than the Service Provider) named in the contract for any part of the works or any person to whom any part of the contract has been subcontracted with the consent of the Employer and the Sub -Service Provider's legal successors in title but not any assignee of the Sub-Service Provider.
- 1.1.15 "Performance Certificate" means the certificate to be given by the Employer to the Service Provider In pursuant with corresponding clause.
- 1.1.16 "Bid" means the Service Provider's priced offer to the Employer for the execution of the works.
- 1.1.17 "Government" means the Government of Haryana.
- 1.1.18 "Other Service Provider" means any party or parties having a direct contract with the Employer for the work outside the scope of this contract and shall include any sub Service Provider of this "other Service Provider."
- 1.1.19 "Engineers" shall mean the Chief Engineer concerned, HPGCL, Panchkula to act as "Empowered Officer", from time to time for the purpose of the contract.

1.2 Written Communication:-

Wherever in the contract provision is made for communication to be "Written" or "in writing" this means any hand-written, type written or printed communication including telex, cable and facsimile transmission.

1.3 Periods.

In these conditions "day" means calendar day, however, "working day" as used therein means all calendar days excluding Sunday and all legal holidays within India. "Month and Year" and all dates shall be reckoned according to the Gregorian calendar.

2. Assignment

- 2.1 The Service Provider shall not assign the contract or any part of his obligations under the contract.

3. Contract Documents

3.1 Ruling Language

Where versions of the contract are prepared in different languages, the English version shall prevail.

3.2 Day to Day communications

The day to day communications shall be in English or Hindi language.

4. Obligations of the Service Provider

4.1 General Obligations

- i. The Service Provider shall, in accordance with the contract, with due care and diligence, shall supply the human resource as per the requirement of HPGCL.
- ii. The Service Provider shall be deemed to have carefully examined the bidding documents, the site and the existing installations, as applicable, and to have satisfied himself as to the nature and character of the work on which human resource to be deployed, the prevailing meteorological conditions as well as the local uses and conditions and any other relevant matters and details.
- iii. Any information received from the Employer shall not in any way relieve the contractor from his responsibility for executing his work in terms of the contract including all details which may not have been specifically mentioned in the contract but are necessary for ensuring efficient execution of the installations of HPGCL.
- iv. On requisition of **Chief Engineer/Admin.,** the service provider will submit the list of workers eligible to be deployed on various sites/offices **as per sites requirement**. The qualification, experience and other requirements of a particular job position should be as per rules, policy framed by the HPGCL from time to time.
Contractor will provide a panel of 2.5 times names of contractual persons of the total manpower are to be deployed, from which the manpower selected shall be deployed / provided by the contractor as per the requirement of Corporation.
- v. Proper record of the engaged worker data base will be maintained by the service provider which may be submitted to the **Chief Engineers/ Admin., HPGCL** on demand. The engaged worker data base should provide the information about the profile of each worker deployed by the service provider along with the incumbency of the worker in the appropriate format to be mutually agreed between service provider and HPGCL. The Service Provider shall certify regarding character antecedents of workers (as per attached Performa **Annexure-III**) deputed for deployment in HPGCL.
- vi. The service provider should be a license holder under the contract regulation and abolition Act,1970 and will abide by all the applicable labour laws for example Payment of Wages Act, Engaged workers Provident fund Act, ESI etc. He will submit a monthly dossier with regard compliance of all statutory compliances as per the format enclosed along with documentary evidences of such compliances.
- vii. The shifting of the man power deployed by the service provider will be done after taking the **Chief Engineers/Admin.,** into confidence and for valid reasons to be recorded in writing.
- viii. The service provider will ensure that a strict discipline is observed by the staff deployed on the establishments/ sites of the HPGCL. However in case of unsatisfactory conduct and non-observance of discipline by any staff deployed by Service Provider, HPGCL reserve the right to ask for immediate replacement of such an engaged worker.
- ix. The service provider will ensure that the persons deployed on HPGCL establishments/ sites have undergone adequate job training so that they can work with efficiency and chances of accident are avoided.

The service provider will procure appropriate Group Insurance Cover of not less than insured value of Rs. 10.00 lacs per engaged worker as ex-gratia assistance to

the completely dependent member of the indigent family of worker in case of death by way of opening of wages account with the designated banks providing such cover (i.e. SBI/PNB/HARCO/HDFC etc.) or take insurance cover. It is liberty of the service provider either he may provide the said insurance through opening of bank account / insurance cover by utilizing both methods together for total insurance cover of Rs. 10 Lacs.

- x. Any liability arising because of deployment of skilled labour by the service provider due to the act of the service provider himself or due to the act of the staff deployed will be borne by the service provider.

5. Contract Agreement

The Service Provider will have to execute a contract agreement with the HPGCL on prescribed Performa (Annexure-IV) on N.J.S.P. worth Rs. 100/- with the Chief Engineer/Admin., HPGCL, Panchkula or any other officer nominated by him who will represent Principal Employer i.e. the Chief Engineer/Admn., HPGCL, Panchkula, within 15 days of the receipt of L.O.I. or award of work. The cost of the stamp paper shall be borne by the contractor.

6. Performance Guarantee

- 6.1 The Service Provider shall furnish contract performance guarantee (s) for the proper fulfillment of the contract in the prescribed form within 15 days of "Notice of award of contract". The performance guarantee (s) shall be in the following manner.
- 6.2 Performance Guarantee by way of demand draft/Bank Guarantee equivalent to two month salary including EPF, ESI, GST and all other components quoted in the bid document except premium of the number of persons deployed valid for 18 months from the date of award of contract shall be furnished by the successful bidder immediately after the placement of order. No interest will be paid on this amount and the same will be released on completion of the contract on a demand raised by the Service Provider within 30 days of such request on the successful completion of contractual obligations on the part of Service Provider. This performance guarantee shall remain valid for entire contractual period. On the receipt report of DDO or on receipt of complaint, concerned Chief Engineer/Admin., HPGCL, shall be the authorized person to get the BG en-cashed in the case of following defaults made by the Service Provider:
- I. If the Service Provider fails to submit Pay rolls by 3rd of every month to Chief Engineer/Admin./Dy. Secy./Genl., HPGCL, Panchkula for verification to enable him submission to the Accounts Section by 7th of that month.
 - II. If Service Provider has been found indulging in malpractices.
 - III. If Service Provider fails to discharge statutory obligations of relevant provisions of the various Acts and Notifications issued by Govt. of India and Govt. of Haryana and of the contract.
 - IV. If the Service Provider fails to deposit by 7th of every month the obligatory contribution of ESI, PF, GST and other statutory fund in the name of the concerned workers who have been engaged.

- V. If the Service Provider violates the Tripartite Agreement executed between HPGCL, Service Provider and the Bank.
- VI. The Service Provider shall keep proper record and time sheets showing the wages paid to and the time worked by all workmen employed by him in and for the performance of the contract and shall produce such wages' books and time sheets on demand for inspection by any persons duly authorized by the Employer and shall furnish to the Employer such information relating to the wages and conditions of employment of such workmen as the Employer or his duly authorized representative may from time to time require.

6.3 The form of the performance Guarantee shall be as provided in **(Annexure-VI)** of this bidding document. In the event of any change in the contract price, the performance security shall be adjusted provided that such adjustment shall be subject to the approval of the Employer. The performance security shall be paid to the Employer on first demand without conditions or proof.

7. Period of PBG

The performance security shall be valid until the Service Provider has successfully executed the work orders in accordance with the contract and has also discharged all statutory obligations of the contract and has also submitted the proof/certifications thereof issued by respective departments in respect of claims made by Service Provider.

8. Contract Price

8.1 Sufficiency of Contract Price

The Service Provider shall be deemed to have satisfied himself of and taken account of in his bid, all the conditions and circumstances of supplying human resource, contributions toward statutory obligations of EPF, ESI, Insurance, Maternity benefits, GST, duties, income tax etc affecting the contract price specifically.

- a. Salary as per rates approved by Government of Haryana vide instruction no. 16/7/2015-3GSIII dated 06.06.2016 alongwith Corporation (HPGCL) instructions issued from time to time in this regard payable to each category of engaged worker.
- b. Statutory liabilities of the Service Provider (including engaged workers share).
- c. Premium on govt. approved rates as per 'a' above
- d. Deduction of taxes at source as per laws for the time being in force.
- e. Any other component.

9. TERMS OF PAYMENT

The payment to the Service Provider for the performance of the works under the Contract will be made by the Owner as per the guidelines and conditions specified herein.

- a. The service provider will ensure that wages, allowances and other dues of the staff deployed by him are paid in time as per service agreement with them and he will provide evidence of payment of dues of staff deployed in HPGCL in the manner agreed upon between the parties. All the dues of the engaged workers will be liquidated through "ESCROW ACCOUNT" in the following manner:-

- b. The Service Provider shall submit monthly payroll on the prescribed format attached at **Annexure-VII** on or before by 3rd of every month to Chief Engineer/Admn./Dy. Secy./Genl., HPGCL, Panchkula for verification to enable him for submission to the Accounts Section by 7th of that month for reimbursement of payment, along with prescribed documents mentioned thereon.
- c. The payment of wages and other statutory benefits to workers shall be made as per detailed format by Service Provider through "ESCROW ACCOUNT operated under a Tripartite Agreement (**Annexure -IX**) to be executed between HPGCL, Service Provider and the Bank specifying stakes of each party and payroll submitted by the Service Provider shall be forwarded to bank for making listed payments to stake holders.
- d. It is obligatory on the part of the Service Provider to open the account of all the workers in one bank where payment can be remitted by him through ESCROW ACCOUNT to the stake holders and to the obligatory contribution of ESI, PF, GST and other statutory fund in the name of the concerned workers who have been engaged.
- e. ESCROW ACCOUNT will be operated at Panchkula for Corporate office, HPGCL and at Plant level i.e. Panipat, Hisar, Yamuna Nagar & Faridabad for respective Thermal Plants manpower requirements. This account will be opened by the successful bidder preferably at above specified location.
- f. The wages slip to each labour / worker alongwith EPF statement by the Service Provider will be issued.

10. Documentation:

The contractor shall ensure the following document before submitted the bill for pass and payment to avoid delay in payment of the contractor:-

- i) Contractor will submit monthly bill in duplicate to the executive in-charge along with the followings:
 - a) The bill should be on the contractor's bill book / company letter head duly serially numbered and bearing date of issue, contractors EPF code, ESI code, GST No., PAN & TIN. A photocopy of the EPF code, ESI code, GST number, Labour licence. Copy of the pass book of ESCROW account, PAN & TIN shall be attached with the 1st running bill for reference and record.
 - b) Self attested copy of the deposit challan of EPF & ESI contribution, labour welfare fund deposited by the contractor for the labour engaged for the work duly validated with dossier of workers and their account number in the appropriate prescribed performa.
 - c) Self attested copy of the attendance sheet, wages sheet and evidence of wage payment.
- ii) The bill of the contractor alongwith the annexure submitted by the contractor at i above, should be approved and verified by the officer in-charge for gross value as well as net payable value and accompanied with the certificates / documents mentioned at iii and iv below.
- iii) Certificate from the Engineer-in-charge that a) Work has actually been done as per the contract and to the entire satisfaction of EIC. b) The copy of EPF challan, ESI challan etc. submitted by the contractor pertains to the labour

deployed at site and none of the worker has been excluded there from. c) No penalty is leviable on the contractor on any account as per the contract, if leviable the amount of penalty is _____.

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

10. DEDUCTION FROM CONTRACT PRICE

All costs, damages or expenses which the Owner may have paid, for which under the Contract the Service Provider is liable, will be claimed by the Owner. All such claims shall be billed by the Owner to the Service Provider regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Service Provider to pay within Forty Five (45) days of the receipt of the corresponding bills and if not paid by the Service Provider within the said period, the owner may then deduct the amount, from any monies due or becoming due by him to the Service Provider under the Contract or may be recovered by actions of Law or otherwise.

11. Service Provider's Representative

- i. The Service Provider shall, in addition to a project coordinator, employ one or more competent representatives to superintend the carrying out of the works on site. They shall be fluent in the language for day to day communications. Their names shall be communicated in writing to the Employer before work on site begins. At least one of the Service Provider's competent representatives on each site shall be fluent in speaking, writing, reading and understanding English.
- ii. Any instruction or notice which the Employer gives to the Service Provider's representatives shall be deemed to have been given to the Service Provider.

12. Safety Precautions

The Service Provider shall ensure that persons deployed by him observe all applicable regulations regarding safety on the site.

13. Compliance with Statutes, Regulations.

The Service Provider shall in all matters arising in the performances of the contract, comply in all respects with, give all notices and pay all fees required by the provisions of any national or state statute, ordinance or other law or any regulations or by law of any duly constituted authority.

The contract shall in all respects be construed and interpreted in accordance with the laws in force in India, including any such laws passed or made or coming into force during the period of the contract.

The Service Provider shall keep proper record and time sheets showing the wages paid to and the time worked by all workmen employed by him in and for the performance of the contract and shall produce such wages' books and time sheets on demand for

inspection by any persons duly authorized by the Employer and shall furnish to the Employer such information relating to the wages and conditions of employment of such workmen as the Employer or his duly authorized representative may from time to time require.

The contractor will abide by all the conditions regarding policy for engaging /outsourcing of services of activities as laid down in State Government instructions no. 43/5/2001-IGSI dated 12.01.2011, instruction no. 28/25/2012-1B&C dated 23.08.2012 and instruction no. 43/5/2001-3GS-II dated 20.02.2014.

14 Restriction on Working Hours.

- 14.1 Work shall be carried out on the Site normal working hours/shift or on the locally recognized days.
- 14.2 The Service Provider shall deploy only skilled engaged workers with experience of the particular type or work. No female labour shall be deployed after darkness. No person below the age of eighteen years shall be deployed. In case the Employer becomes liable to pay any wage or dues to the labour or any Government agency under any of provisions of the minimum wages act/D.C. rate, workmen compensation Act, Contract Labour Regulation Abolition Act or any other law due to act of omission of the Service Provider, the Employer may make such payments and can recover the same from the Service Provider's bills.

15. Damages

- i. The Service Provider shall make good the defects or damage as soon as practicable and at his own cost to match the original specification to the satisfaction of the Employer in case loss is caused due to negligence of the engaged worker of the service provider.
- ii. In case of any loss to property of HPGCL takes place due to the negligence of contract staff of service provider, the liability to compensate for the loss shall be that of the Service Provider. The Service Provider shall ensure that the contract staffs found responsible for loss is withdrawn immediately and suitable replacement is provided. It is made clear that on three such events of negligence the contract can be terminated and the earnest money shall be forfeited. The Service Provider is also liable to face black listing if the contract is terminated under this clause.

16. Indemnity Bond

The indemnity bond shall be furnished by the Service Provider before commencement of the contracts as per **Annexure-V**.

17. Mitigation of loss or Damage

In all cases the party claiming a breach of Contract or a right to be indemnified in accordance with the contract shall be obliged to take all reasonable measures to mitigate the loss or damage which has occurred or may occur.

18. Insurance

18.1 Third Party Liability

The Service Provider shall insure against liability to third parties for any death or personal injury and loss of or damage to any physical property including the property of the Employer

- i. Such insurance shall be effected before the Service Provider begins any work on the Site.
- ii. The Service Provider shall supply Undertaking on Non-Judicial Stamp Paper that in case of any mishap he shall be responsible for the payment of all type of compensation to the labour as per provision under various Acts such as workman compensation Act etc.

18.2 General Requirements of Insurance Policies

The Service Provider shall: -

- a. Whenever required by the Employer, produce the policies or certificates of any insurance which he is required to effect under the contract together with receipts for the premiums.
- b. Effect all insurances for which he is responsible with an insurer and in terms approved by the Employer, and
- c. Make no material alterations to the terms of any insurance without the Employer's approval. If an insurer makes any material alteration to the terms the Service Provider shall forthwith notify the Employer, and
- d. In all respects comply with any conditions stipulated in the insurance policies, which he is required to place under the contract.

18.3 Remedies on the Service Provider's Failure to Insure

If the Service Provider fails to produce evidence of insurance cover as stated in pursuant to corresponding clause then the Employer may effect and keep in force such insurance. Premiums paid by the Employer for this purpose shall be deducted from the contract price.

19. General

19.1 Termination for Employer's Convenience

The Employer may at any time terminate the Contract for any reason by giving the Service Provider a notice of termination.

20. Force Majeure.

20.1 Definition of Force Majeure

Force Majeure means any circumstances beyond the control of the parties, including but not limited to:-

- a) War and other hostilities, (whether war be declared or not), invasion, act of foreign enemies. mobilization, requisition or embargo;
- b) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;
- c) Rebellion, revolution, insurrection, military or usurped power or civil war;
- d) Riot, commotion or disorder, except where solely restricted to engaged workers of the Service Provider.

20.2 Effect of force Majeure

Neither party shall be considered to be in default or in breach of his obligations under the contract to the extent that performance of such obligations is prevented by any circumstances of Force Majeure which arise after the date of the Notification of Letter of Award.

20.3 Notice of Occurrence

If either party considers that any circumstances of Force Majeure have occurred which may affect performance of his obligations he shall promptly notify the other party.

20.4 Performance to Continue

Upon the occurrence of any circumstances of Force Majeure the Service Provider shall Endeavour to continue to perform his obligations under the contract so far as reasonably practicable. The Service Provider shall notify the Employer of the steps he proposes to make including any reasonable alternative means for performance which is not prevented by Force Majeure. The Service Provider shall not take any such steps unless directed so to do by the Employer.

20.5 Additional Costs caused by Force Majeure

If the Service Provider incurs additional costs in complying with the Employer's directions in pursuant to the relevant clause, the amount thereof shall be certified by the Employer and added to the Contract price.

20.6 Termination in Consequence of Force Majeure

If circumstances of Force Majeure have occurred and shall continue for a period of 180 days then, notwithstanding that the Service Provider may by reason thereof have been

granted an extension of Time for completion of the works, either party shall be entitled to serve upon the other 30 days notice to terminate the contract. If at the expiry of the period of 30 days Force Majeure shall still continue the contract shall terminate.

21. Notice of Default

If the Service Provider is not executing the works in accordance with the contract or is neglecting to perform his obligations there under so as seriously to affect the program for carrying out of the works, the Employer may give notice to the Service Provider requiring him to make good such failure or neglect.

21.1 Nature of Service Provider's Default

If the Service Provider:-

- a) has failed to comply within a reasonable time with a notice in pursuant to corresponding clause or
 - b) Assigns the contract or subcontracts the whole of the works
 - c) Becomes bankrupt or insolvent, has a receiving order made against him or compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors or goes into liquidation.
- The Employer may, after giving 15 days notice to the Service Provider, terminate the contract and expel the Service Provider from the site. Any such expulsion and termination shall be without prejudice to any other rights or powers of the Employer, or the Service Provider under the contract. The Employer may upon such termination out source human resource himself or by any other Service Provider.

21.2 Statutory and other Regulations.

The contract price shall be adjusted to take account of any increase or decrease in cost resulting from changes in legislation of the country.

Legislation means any law, order, regulation or by-law having the force of law, which affects the Service Provider in the performance of his obligations under the contract, made after the date of notification of award and its acceptance.

22. Notices

22.1 Notice to Service Provider

All certificates, notices or written order to be given to the Service Provider by the Employer under these conditions shall be sent by airmail post, cable, telex or facsimile transmission to or left at the Service Provider's principal place or business or such other address as the Service Provider shall notify for that purpose, or may be handed over to the Service Provider's representative.

22.2 Notices to Employer

Any notice to be given to the Employer under these conditions shall be sent by airmail post, cable, telex or facsimile transmission to or left at the respective address notified for that purpose in the letter of award, or handed over to the Employer's representative authorized to receive it.

22.3 Minutes of Meetings.

Instructions or notice to the Service Provider and notice from the Service Provider to the Employer record in a minute or protocol signed by the authorised representative of the given and of the recipient of such notice or instruction shall be valid notice or instruction for the purposes of the contract.

23. Settlement of Disputes

23.1 Any dispute (s) or difference (s) arising out of or in connection with the contract shall, to the extent possible, settled amicably between the parties.

23.2 If any dispute or difference of any kind whatsoever shall arise between the owner and the Service Provider, arising out of the contract for the performance of the works whether during the progress for the works, or after its completion or whether before or after the termination abandonment or breach of the contract, it shall, in the first place, be referred to and settled by the Empowered Officer appointed by the owner, who, within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to the owner and the Service Provider.

23.3 Unless as hereinafter provided, such decision in respect of any matter so referred shall be final and binding upon the parties until the completion of the works and shall forthwith be given effect to by the Service Provider who shall proceed with the works with all due diligence, whether he or the owner required arbitration as hereinafter provided or not.

23.4 If after the Empowered Officer has given written notice of his decision to the parties, no claim to arbitration has been communicated to him by either party within party (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.

23.5 In the event of the Empowered Officer failing to notify his decision as aforesaid within thirty (30) days after being requested aforesaid, or in the event of either the owner or the Service Provider being dissatisfied with any such decision, or within thirty (30) days after the expiry of the first mentioned period of thirty (30) days, as the case may be, either party may require that the matters in dispute be referred to arbitration as hereinafter provided.

24. Arbitration

24.1 All matter questions, disputes, differences and/or claims arising out of and/or concerning and/or in connections and/or in consequences or relating to this contract

whether or not obligations of either or both parties under the 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 Arbitrator to be appointed by the MD, HPGCL, Panchkula. The award of the Arbitration shall be final and binding on the parties to this contract.

- 24.2 The arbitrator may from time with the consent of parties to the contract enlarge the time for making the Award. The venue of arbitration shall be the place from which the acceptance of offer is issued or such other place as the arbitrator in his discretion may determine.
- 24.3 The parties to the contract agree that cost of arbitration shall be as per the instructions of the Corporation issued/prevalent on the date of appointment of arbitrate tribunal.
- 24.4 Subject to aforementioned provisions, of the Arbitration and conciliation Act. 1996 and the Rules there under any statutory modifications thereof for the time being in force. Shall be deemed to apply to the Arbitration proceedings under the clause.

25. Taxation:

- 25.1 The Service Provider shall be entirely responsible for payment of all taxes, duties, license fees etc. incurred until delivery or the contract supplied to the Employer.
- 25.2 The Service Provider shall be solely responsible for the taxes that may be levied on the Service Provider's persons or on earning of any of his engaged worker and shall hold the Employer indemnified and harmless against any claims that may be made against the Employer. The Employer does not take any responsibility whatsoever regarding taxes under income Tax Act, for the Service Provider or his person if it is obligatory under the provisions under the Indian Income Tax Act, deduction of Income Tax at source shall be made by the Employer.

26 QUANTITY VARIATION:

The Empowered Officer of the Employer reserves the right to increase or decrease the man power requirement as per need.

27 Scrutiny of Qualification/ Credentials of Staff Provided

The contractor, before employing any personnel against any post under this contract, shall submit the qualification/ experience proof and other credentials to the Chief Engineer/Admin., HPGCL, Panchkula in original along with one set of photocopy, which will then be scrutinized by a committee of concerned Dy. Secy./General, concerned Superintendent and the Divisional Accountant (**Certificates are to be got verified from the concerned Institution**). Only those personnel will be employed by the contractor whose above stated credentials are cleared by the aforementioned committee.

28 Justification of Premium (Service Charges):-

The contractor shall provide the justification of the premium quoted by him stating the details of expenditure to be incurred such as supervision, insurance, TDS, contractor's profit etc. etc. **In case quoted premium is less than 2% then the bids are liable to be rejected.**

- 29 The contractor shall share user ID and Password with DDO for monitoring of EPF/ESI of each personnel.
- 30 The contractor shall submit computer generated EPF Challan along with ECR report and proof of deposition of the same in Bank to DDO every month.
- 31 The contractor shall submit computer generated Challan of ESI along with all details of contribution with the monthly bill. Thereafter, the contractor will submit the receipt of ESI deposition in the Bank to DDO on monthly basis.
- 32 The contractor shall provide a list of each personnel stating their Bank Account, ESI/EPF etc. to the DDO at the time of signing the contract.
- 33 State Govt. instructions issued vide letter No. 22/104/2014-1GSIII dated 27.10.2017 shall be followed to provide reservation to the manpower deployed.
- 34 Further, in case of any emergent requirement of field offices of HPGCL situated at DCRTTP, Yamuna Nagar, RGTPP Khedar (Hisar), PTPS, Panipat etc., they can be deployed on equivalent post.

In witness whereof, the parties hereto consent this agreement to be signed in their respective names as of the day & year first above written.

SIGNED, SEALED AND DELIVERED

For & on behalf of Service Provider

For & on behalf of HPGCL

Signature

Signature

Name

Name

Designation

Designation

Address

Address

In the presence of

1.

2.

INSTRUCTION TO BIDDERS PART-2

1.0 SCOPE OF BID: -

Chief Engineer/Admin., HPGCL, Panchkula, Haryana Power Generation Corporation Limited (HPGCL), (Haryana) hereinafter called 'HPGCL'/'Owner'/'the Employer' wishes to receive Bids from the service provider for deployment of appropriate skilled human resource in HPGCL as per detail below:

- 1.1 The detailed scope of works has been described in detail in Section-I of bidding documents.

1.2 WORK SCHEDULE

- 1.2.1 The successful Bidder immediately after award of contract is required to execute and sign contract within 15 days of issue of Letter of Award (LOA). In case bidder does not sign the contract within the above stipulated period agreement, the owner/employer has right to forfeit the earnest money and consider the next eligible bidder for awarding work.

2.1 Qualifying Requirements for Bidders:

- a) The bidder shall be financially sound and must not be anticipating any ownership change during the period from Bid submission to two years after Commercial operation. **Firm shall provide an undertaking that their firm will not undergo any ownership change during the period from Bid submission for two years after commercial operation.**
- b) The service provider should be a license holder under the contract regulation and abolition Act, 1970 and being the principle employer complies with the provisions of the all the labour laws viz. Minimum Wages Act, ESI, P.F., Maternity benefits etc. and ensure the compliance of the same. **Firm shall provide an undertaking that their firm will comply with the provisions of all the labour laws viz. minimum wages Act,ESI,P.F,Maternity benefit etc. and ensure the compliance of same.**
- c) The bidder should have a valid license issued by Labour Commissioner from Haryana before submission of tenders **or provide an undertaking that their firm will provide the same immediately after issue of work order.** License under renewal shall be considered for acceptance on merit and on production of documentary proof of application of renewal submitted to the Labour Commissioner.
- d) The Service Provider will submit the copy of valid registration certificate issued by the office of Provident Fund, ESI and Central Excise Department for GST in the name his firm/company.

2.2 FINANCIAL CRITERIA:

- a. The bidder should have average annual turnover of at least **Rs 2.00 Crore** for the best three years out of last **5** years. **The firm shall provide the consolidated certificate indicating the gross total turnover year wise for the last five year duly certified by any certified Chartered accountant further the firm shall provide the balance sheet for each year along with Form no 3CA and 3CD certified by any certified chartered accountant.**
- b. The Bidder should have liquid assets and/or evidence of access to or availability of credit facilities of not less than **Rs. 10 lacs**.
- c. The successful bidder will submit the banker's certificate stating that **Rs. 10 lacs** of working capital will be kept reserve by the bank to be solely utilized for purpose of making payments of wages and statutory benefits to the workers on or before the 7th day of each month.

2.3 Personnel Capability :

The Bidder should have the management team to ensure smooth functioning of human resource supplied by him.

2.4 Bids may be submitted by one of the following:

A Private Limited or Public Limited Company or Labour Cooperative Society or Firm that meets all the qualification requirements set forth in pursuant to relevant clause

- a) To be qualified for award, bidders shall provide evidence satisfactory to the employer of their capability and adequacy of resources to carry out the contract effectively. Bids shall include the following information: Copies of original documents defining the constitution or legal status, place of registration and principal place of business, power of attorney in favour of the signatory of the bid.
- b) Proof of total annual turnover of the last 3 years.
- c) List of Contracts executed as Prime Service Provider of similar nature over the last 3 years and details of other works in hand and contractual commitments.
- d) Reports on the financial standing of the bidder including profit and loss statements, audited balance sheets, credit reports of the last **5** years and an estimated financial projection for the next two years.
- e) Authority to seek information from the Bidder's banks on the format attached.
- f) Information regarding any current litigation in which the bidder is involved, the parties concerned and nature of dispute.

2.5 **Black listing:-**

Only those firms who have not blacklisted by HPGCL/ HVPNL or any State/ Central Govt. Power Utility in India on the date of issuance of NIT, shall be entitled to submit the tenders. The Firm shall submit an affidavit of non-blacklisting on the non-judicial stamp paper of the appropriate value attested by Notary public (**Annex-VIII**).

2.6 **GST Compliance:**

- a. Bidders have to submit copy of Registration Certificate under GST Act.
- b. The following undertakings (on the letter head of bidder) to be made part of mandatory documents to be submitted by all bidders:
- c. GST registration is valid as on date
- d. No default has ever been made by bidder in filing the various GST returns and deposit of GST dues with the department.
- e. 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 and every bill unless mentioned otherwise:

- a. Undertakings mentioned at 2.6(a),2.6(b) and 2.6(c)
- b. A CA certificate regarding validity of GST registration will be submitted every six months during tenure of contract.
- c. Vendor will submit copies of GSTR I and GSTR 3B/challans as evidence to deposit of GST with certificate that GST collected from HPGCL, to be specified in exact rupees, has been paid to Govt. vide this challan (specifying the challan no. and date of deposit) and returns field (date of filing of return) includes the transaction of supply of good or /and services of HPGCL.
- d. Vendor will inform immediately the HPGCL about initiation of any proceeding (if any) against him under GST laws which may result in suspension or cancellation of GST number of the vendor.
- e. Undertaking to indemnify the HPGCL in case of any financial implication on HPGCL due to non-compliance of prescribed obligation under the GST law on part of the Supplier/vendor.
- f. 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 and purchase orders, copies of GSTR 1, GSTR2A and GSTR 3B along with copies of invoices raised to HPGCL, duly reconciled with three returns to be submitted before release of the security.

3.0 ONE BID PER BIDDER

Each bidder shall submit only one bid. A bidder who submits more than one bid will be disqualified.

4.0 AMENDMENT TO BIDDING DOCUMENT:

4.1 At any time prior to the deadline for submission of bids, the Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment(s).

4.2 The amendment will be notified in writing or by telex or cable to all prospective Bidders which have received the Bidding Document at the address contained in the letter of request for issue of bidding document from the Bidders. Owner will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

4.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Owner may, at its discretion, extend the deadline for the submission of bids.

4.4 Such amendments, clarifications, etc. shall be binding on bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

5.0 LANGUAGE OF BID

5.1 The Bid prepared by the Bidder and all correspondence and documents relating to the bid, exchanged by the Bidder and the Owner, shall be written in the English language.

6.0 DOCUMENTS COMPRISING THE BID

I. The Service Provider should be a license holder under the Contract Regulation and Abolition Act, 1970 and being the principle employer complies with the provisions of all the labour laws vis. Minimum Wages Act, ESI, P.F., GST, Maternity benefits etc. and ensure the compliance of the same. The Service Provider will submit the documentary evidence of the previous transactions and valid copy of certificate/registration, permits, permissions and license issued by the competent authority of the concerned department. Service provider shall ensure that all such permits/permission/Licenses etc. are duly renewed, valid before submission with Bid Document.

II. The service provider will submit the list of workers eligible to be deployed on various substations. The qualification, experience and other requirements of a particular job position should be as per rules, policy framed by the HPGCL from time to time.

- III. Prescribed Earnest Money to be deposited via RTGS/NEFT through online portal as per condition mentioned in the bidding document.
- IV. The proof of satisfactory execution of similar contracts if any.
- V. The bidder shall quote the prices in price bid format in a commercial template.

7.0 BID PRICE

- 7.1 Price quoted for in the bid form and schedule of prices attached at **Annexure-I** shall be reasonable in the judgment of the employer. Under no circumstances, will a manifestly unbalanced bid be considered.
- 7.2 The bidder shall complete the bid form and appropriate price and other schedules furnished in the bidding documents, indicating the services to be provided.
- 7.3 The prices shall be quoted in Indian Rupees (INR) only. The Service Charges shall be quoted as % of the wages for the complete category of the manpower deployed by the tenderer.

8.0 BID VALIDITY

- 8.1 Bids shall remain valid for 120 days from the date of opening bid Part I or for 90 days from the opening of Price bid Part II, whichever is later.
- 8.2 In exceptional circumstances, prior to expiry of the original bid validity period, the employer may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension.

9.0 TAXES AND DUTIES:

- 9.1 The work contract tax and other Taxes and Duties, Levies, GST etc shall payable by the bidders in respect of contract shall be paid by him.
- 9.2 As regards the Income Tax, surcharge on Income Tax and other taxes including tax deduction at source, the Bidder shall be responsible for such payment to the concerned authorities within the prescribed period.

10.0 Earnest Money:

- 10.1 Each tender shall be accompanied with requisite Earnest Money @ 2% of annual estimated cost (i.e. Rs. 2.97 Lacs) which shall be deposited via RTGS/NEFT through online portal as per condition mentioned in the tender document. The amount deposited with the tender as Earnest Money shall be adjusted towards security deposit in case of successful bidder.

- 10.2 The employer shall reject any bid not accompanied by an acceptable Earnest Money.
- 10.3 The Earnest Money of unsuccessful bidders will be returned at the earliest, but not later than 30 days after the expiry of the period of bid validity. In case of successful bidder the amount deposited with the tender as Earnest Money shall be adjusted towards bid security.
- 10.4 The Earnest Money of the successful bidder will be returned when the bidder has signed the agreement and furnished the required performance security and security deposit.
- 10.5 The Earnest Money may be forfeited
 - a) If the bidder withdraws its bid except as provided in pursuant to relevant clause
 - b) In case the successful bidder, if he fails within specified time limit to:
 - i) Sign the agreement
 - ii) Furnish the required performance security.
 - c) In case, the bidder submits the fraudulent documents to get qualified.

11. CONTRACT PERFORMANCE GUARANTEE:

- 11.1 Within 15 days of receipt of letter of award from the owner, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Guarantee from a Scheduled Bank, in the form attached in Annexure-VI in favour of the Owner.
- 11.2 Performance Guarantee from a Scheduled Bank by way of demand draft/Bank Guarantee equivalent to two month salary of the number of persons deployed valid for **18 months** from the date of award of contract.
- 11.3 The guarantee amount of the Contract price shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications.
- 11.4 No interest will be paid on this amount and the same will be released on completion of the contract on a demand raised by the Service Provider within 30 days of such request on the successful completion of contractual obligations on the part of Service Provider
- 11.5 Further, Penalty @ 0.35% per week or part thereof subject to maximum 2% of the value of BG if bank guarantee not submitted within 15-days from the date of issue of LOA/LOI.

On the receipt report of DDO or on receipt of any complaint Chief Engineer/Admn., HPGCL, Panchkula shall be the authorized person to get the BG en-cashed in case of following defaults made by the Service Provider:

- I. If the Service Provider fails to submit Pay rolls every month by 3rd of every month to Chief Engineer/Admn./Dy. Secy./Genl., HPGCL, Panchkula for verification to enable him submission to the Accounts Section by 7th of that month.

- II. If Service Provider has been found indulging in malpractices.
- III. If Service Provider fails to discharge statutory obligations of relevant provisions of the various acts and notifications issued by Govt. of India and Govt. of Haryana and of the contract.
- IV. If the Service Provider fails to deposit by 7th of every month the obligatory contribution of ESI, PF, GST and other statutory fund in the name of the concerned workers who have been engaged.
- V. If the Service Provider violate the Tripartite Agreement executed between HPGCL, Service Provider and the Bank.

If the Service Provider shall keep proper record and time sheets showing the wages paid to and the time worked by all workmen employed by him in and for the performance of the contract and shall produce such wages' books and time sheets on demand for inspection by any persons duly authorised by the Employer and shall furnish to the Employer such information relating to the wages and conditions of employment of such workmen as the Employer or his duly authorised representative may from time to time require.

- 11.6 If the bank guarantee not submitted within 45-days from the date of issue of LOA/LOI, the employer/ Nigam reserves the right to cancel the LOA and initiate the action for allotment to L-2 firm at L-1 rate or below.
However, before the expiry of above mentioned 45-days the contractor may seek approval for grant of additional one month (maximum) on payment of the entire penalty amount for 45-days as mentioned above. The grant of one month will not entitle the firm to claim the extension of the scheduled completion time.

12. **BID SECURITY:**

The successful bidder on receipt of letter of Award shall have to deposit a sum of **Rs. 5 lacs** as bid security. Earnest Money received with the bid document would be adjusted toward bid security. The bid security could be forfeited and shall be released as per the conditions laid for the performance guarantee pursuant to corresponding clauses of bid document above.

13.0 **SIGNATURE OF BIDS:**

- 13.1 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>. The bidders are also required to have/obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities for submission and processing of the bids. Please visit the website for more details.
- 13.2 Bid by a Private Limited or a Public Limited company that meets all the qualification requirements set forth in pursuant to relevant clause. Or a public limited company must be furnished by the Director/ Authorized representative of company/ firm as per detail elaborated at Sr. No. 13.1.

- 13.3 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.
- 13.4 The Bidder's name stated on the proposal shall be the exact legal name of the firm.
- 13.5 Bids not conforming to the above requirements may be disqualified.

14.0 DEADLINE FOR SUBMISSION OF BIDS:

- 14.1 The bidders should complete the online bid preparation and submission stage by the stipulated date and time, otherwise his/ her bid will not be accepted. Bids submitted by telex/ telegram/ e-mail will not be accepted. No request from any Bidder to the Owner to collect the proposals from airlines, cargo agents etc. shall be entertained by the Owner.
- 14.2 Bids must be submitted online through e-Procurement portal.
- 14.3 The Owner may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of the Owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

15.0 LATE BIDS:

- 15.1 Any bid received by the Owner after the time & date fixed or extended for submission of bids prescribed by the Owner, will be rejected and/or returned unopened to the Bidder.

16.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 16.1 The Bidder may modify or withdraw its bid after the Bid's submission provided that written notice of the modification or withdrawal is received by the Owner prior to the deadline prescribed for submission of bids.
- 16.2 The Bidder's modification or withdrawal notice shall be prepared and submitted online in accordance with the provisions of relevant clause.
- 16.3 No bid may be modified subsequent to the deadline for submission of bids.
- 16.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/ modification of a bid during this interval may result in the forfeiture of its bid security.

17.0 OPENING OF BIDS BY OWNER:

- 17.1 The tenders will be opened electronically on the e-procurement portal using DSCs on the date and time prescribed in the notice inviting tenders. In case the date of opening falls on a holiday or a holiday is subsequently declared on that date, the tenders will be opened on next working day following the holiday at the same time.
- 17.2 No electronic recording devices will be permitted during the opening of bid as well as price bids.

18.0 CLARIFICATION OF BIDS:

18.1 To assist in the examination, evaluation and comparison of bids the Owner may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

19.0 EXAMINATION OF BIDS:

19.1 The Owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. The price bid of only those bidders will be opened whose bids are found technically & commercially acceptable.

19.2 The price furnished in various price schedules should be consistent with each other. In the case of any inconsistency in the price furnished in the specified price schedules, the owner shall be entitled to consider the lowest prices for the purpose of evaluation and award of contract. All arithmetical errors will be rectified on the basis of the unit price or total price (in figures or in words) whichever is more beneficial to the owner.

20.0 DEFINITIONS AND MEANINGS:

For the purpose of the evaluation and comparison of bids, the following meanings and definition will apply.

'Bid Price' shall mean the base price quoted by each bidder in his proposal for the services of providing human resource as per the requirement of Haryana Power Generation Corporation Limited as defined in price schedules plus all statutory obligation of EPF, ESI etc. and all applicable Taxes and premium/ service charges payable to the bidder.

21.0 COMPARISON OF BIDS:

21.1 The bids shall be compared on the basis of total for the entire scope as given in Price Schedules.

21.2 The evaluated bid prices of all the bidders shall be compared among themselves and as a result of this comparison, the lowest bid emerging after negotiations in the Committee (constituted to finalize/ approve the proposal for outsourcing of manpower) will be selected for award of the contract.

21.3 The discount arising out of negotiation with the Committee (constituted to finalize/ approve the proposal for outsourcing of manpower) will be indicated in the price schedule.

22.0 CONTACTING THE OWNER:

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/ rejection is made by the Owner to the Bidders. While the bids are under consideration, Bidders and/ or their representatives or the interested parties are advised to refrain from contacting by any means, the Owner and/or his engaged workers/ representative on matters related to the bids under consideration. The Owner, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the Bidders, in writing. Bidders will not be permitted to change the substance of the bids after the bids have been opened. Any effort by a bidder to influence the purchaser in any way may result in rejection of the bidder's bid.

23.0 AWARD CRITERIA:

23.1 The Owner will conduct negotiation on the offered rates with the successful bidder, whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the Contract satisfactorily. The Owner shall award the contract on the negotiated rates and the owner shall be the sole judge in this regard.

23.2 Further, the Owner reserves the right to award contracts to two or more parties in line with the terms and conditions specified in the contract.

23.3 A draw system will be adopted for finalizing the successful bidder in case the lowest bidders have offered same premium.

24.0 OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

24.1 The Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Owner's action.

25.0 LETTER OF AWARD:

25.1 Prior to the expiry of the period of bid validity and extended validity period, if any, the Owner will notify the successful Bidder in writing by registered letter or by FAX, to be confirmed in writing by registered letter, that its bid has been accepted.

25.2 The notification of award will constitute the formation of the Contract.

25.3 Upon the successful Bidder's furnishing of performance guarantee in pursuant to relevant Clause the Owner will promptly notify each unsuccessful Bidder and will discharge its EMD, pursuant to corresponding clauses of bid document.

26.0 SIGNING OF CONTRACT:

26.1 Within Fifteen (15) days of the Notification of award the successful bidder shall, sign the contract agreement and submit required bid security & performance guarantee. In case successful bidder fails to do so the owner has right to reject his bid and can forfeit the earnest money beside next eligible bidder would be considered for award of contract.

27.0 Disclosure of Operating Expenses:

The contractor shall, along with the bid, separately furnish details of operating expenses which he expects to incur on monthly & yearly basis to fulfill obligations under the contract. The employer may reject the bid not accompanied by such details of operating expenses.

28.0 Submission of Bids:

The bids will be submitted in two parts. Part-I shall comprise of Technical & Commercial bid and Part II shall comprise of Price Bid.

IN WITNESS WHEREOF, the Service Provider has hereunto set its hand through its authorised representative under the common seal of the Company, the day, month and year first above mentioned.

For and on behalf of

M/s

(Duly authorized to sign the tender

on behalf of the Service Provider)

Name

Designation.....

Name of Co.

(in Block Letters)

GENERAL INSTRUCTIONS, TECHNICAL & COMMERCIAL TERMS & CONDITIONS
NOTICE INVITING E-TENDER NIT No. 01/CE/Admn./Pkl/2021 Dt. _____

Sr. No.	Commercial Terms	Response
	The terms and conditions stated below shall supersede all relevant conditions, if any, contained in all tender documents.	AGREE
1.	Tenderer must carefully study the general terms and conditions before preparation of tender. All terms and conditions of NIT and Corrigendum shall be applicable.	AGREE
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/ suppliers online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT.	AGREE
3.	The tenders shall be submitted in two parts. Part-I shall consist of technical details and commercial terms and part-II shall consist of price bid only.	AGREE
4.	Detailed procedure for depositing earnest money, terms and conditions are contained in SOT/key dates & tender documents. Each tenderer is required to sign by his authorized representative alongwith stamp , these documents & upload the same alongwith tender.	AGREE
5.	The tenders should remain valid for 120 days from the date of opening of tender Part-I otherwise the same will not be accepted and rejected outrightly.	AGREE
6.	The Corporation reserves the right to reject any or all the tenders received without assigning any reason.	AGREE
7.	The work will commence immediately after issue of detailed order by the Nigam and shall be completed as per schedule given by the Corporation.	AGREE
8.	This office reserves the right to allot the works to other eligible contractor(s) also who submitted his/their tender if he will be willing to execute the work on the rates tendered by L-1 bidder & accepted by this office.	AGREE
9.	Tender must bear signature of owner/sole proprietor and in case of registered firms, the firm should supply an attested copy of partnership deed and the legal power of attorney to sign the documents on behalf of the firm Please upload the document.	AGREE
10.	The service provider should have a valid license issued by Labour commissioner from Haryana before submission of tenders. License under renewal shall be considered for acceptance on merit and on production of documentary proof of application of renewal submitted to the Labour commissioner. He should have already provided similar services with at least 250 persons to any utility and shall submit along with the bid the rolls of such personnel as a proof of having provided these much required nos. of personnel. Past performance certificate of concerned employer as documentary proof be attached Please upload the document.	AGREE
11.	The successful Bidder immediately after award of contract is required to execute and sign contract within 15 days of issue of Letter of Award (LOA). In case bidder does not sign the contract within the above stipulated period agreement, the owner/employer has right to forfeit the earnest money and consider the next eligible bidder for awarding work.	AGREE

12.	QUALIFYING REQUIREMENTS FOR BIDDERS:	AGREE
	a. The bidder shall be financially sound and must not be anticipating any ownership change during the period from Bid submission to two years after Commercial operation. Please upload the document.	AGREE
	b. The service provider should be a license holder under the contract regulation and abolition Act, 1970 and being the principle employer complies with the provisions of the all the labour laws vis. Minimum Wages Act, ESI, P.F., Maternity benefits etc. and ensure the compliance of the same. Please upload the document.	AGREE
	c. The service provider should have a valid license issued by Labour commissioner from Haryana before submission of tenders. License under renewal shall be considered for acceptance on merit and on production of documentary proof of application of renewal submitted to the Labour commissioner. He should have already provided similar services with at least 250persons to any utility and shall submit along with the bid the rolls of such personnel as a proof of having provided these much required nos. of personnel. Please upload the document.	AGREE
	d. The Service Provider will submit the copy of valid registration certificate issued by the office of Provident Fund, ESI and Central Excise Department for Service Tax besides TAN Number in the name his firm/company. Please upload the document.	AGREE
	e. The Service Provider should have complete data base of the human resource to be supplied by him including photograph, resumes, Identity Proof and the copy of the testimonials. Please upload the document.	AGREE
	f. The service provider should have the management team to ensure smooth functioning of human resource supplied by him. Please upload the document.	AGREE
13.	FINANCIAL CRITERIA:	AGREE
	a. The bidder should have average annual turnover of least Rs 2.00 Crore for the best three years out of last 3 years . Please upload the document.	AGREE
	b. The Bidder should have liquid assets and/or evidence of access to or availability of credit facilities of not less than Rs. 10 lacs . Please upload the document.	AGREE
	c. The successful bidder will submit the banker's certificate stating that Rs. 10 lacs of working capital will be kept reserve by the bank to be solely utilized for purpose of making payments of wages and statutory benefits to the workers on or before the 7 th day of each month. Please upload the document.	AGREE
14.	PERSONNEL CAPABILITY:	AGREE
	The Bidder should have the management team to ensure smooth functioning of human resource supplied by him.	AGREE
	Bids may be submitted by one of the following:	AGREE
	A Private Limited or Public Limited Companies or Labour Cooperative Societies or Firms that meets all the qualification requirements set forth in pursuant to relevant clause	AGREE
	To be qualified for award, bidders shall provide evidence satisfactory to the employer of their capability and adequacy of resources to carry out the contract effectively. Bids shall include the following information :	AGREE
	a) Copies of original documents defining the constitution or legal status, place of registration and principal place of business, power of attorney in favour of the signatory of the bid. Please upload the document.	AGREE
	b) Proof of total annual turnover of the last 3 years. Please upload the document.	AGREE

	c) List of Contracts executed as Prime Service Provider of similar nature over the last 5 years and details of other works in hand and contractual commitments. Please upload the document.	AGREE
	d) The qualification and experience of personnel proposed to be employed for executing the contract. Please upload the document.	AGREE
	e) Reports on the financial standing of the bidder including profit and loss statements, audited balance sheets, credit reports of the last 3 years and an estimated financial projection for the next two years. Please upload the document.	AGREE
	f) Evidence of access to lines of credit and availability of other financial resources. Please upload the document.	AGREE
	g) Authority to seek information from the Bidder's banks on the format attached. Please upload the document.	AGREE
	h) Information regarding any current litigation in which the bidder is involved, the parties concerned and nature of dispute. Please upload the document.	AGREE
15.	Each bidder shall submit only one bid. A bidder who submits more than one bid will be disqualified	AGREE
16.	Bids shall remain valid for 120 days from the date of opening bid Part-I or for 90 days from the opening of Price bid Part II	AGREE
17.	In exceptional circumstances, prior to expiry of the original bid validity period, the employer may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by cable. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension	AGREE
18.	The work contract tax and other Taxes and Duties, Levies, service tax etc shall payable by the bidders in respect of contract shall be paid by him	AGREE
19.	As regards the Income Tax, surcharge on Income Tax and other taxes including tax deduction at source, the Bidder shall be responsible for such payment to the concerned authorities within the prescribed period. Please upload the document.	AGREE
20.	Only those firms which have not been blacklisted by HPGCL/HVPL or any State/Central Govt. Power Utility in India on the date of issuance of NIT shall be entitled to submit the tenders. The firm shall submit an affidavit of non-blacklisting on the non-judicial stamp paper of the appropriate value attested by Notary public. Please upload the document.	AGREE
21.	i. Undertaking on NJSP of Rs.10 as per Annexure-I of Section-V of bids. Please upload the document. ii. Undertaking for not changing of ownership in next two year of Rs.10 iii. Under taking for not involving in litigation of Rs.10 iv. Declaration for not black listed of Rs.10 v. Cost of Tender Rs. vi. DD for depositing EMD of Rs. vii. EPF No. & ESI No. viii. Sales Tax & Pan No. ix. Registration Certificate etc. Please upload the all above Documents	AGREE
22.	Undertaking for not changing of ownership in next two year Please upload the document.	AGREE
23.	Note:- Each authorized representative of tender is required to sign by his along with stamp, these documents upload the same along with tender.	AGREE

Annexure-I

Price Bid (to be filled in duplicate)

Original

Sr No	Description of Item	To be paid by Contractor to the persons to be deployed	Reimbursement by HPGCL to the contractor
1	Wages In Respect of the category of the person to be provided like	As per State Govt. instructions dated 06.06.2016/ Corporation instructions issued time to time	As per State Govt. instructions dated 06.06.2016/ Corporation instructions issued time to time
	Peon / Helper		
	Maid Attendant		
	Mali		
	Driver		
	LDC		
	Accounts Clerk		
	Steno Typist		
	Assistant Law Officer		
2	Statutory liabilities of the contractor (Including employer share such as EPF, ESI etc. if any) i) EPF ii) ESI	@ As Applicable at the time of payment of wage (As per the Govt. Notification)	@ As Applicable at the time of payment of wage (As per the Govt. Notification)
3	GST		
4	Service Charges Of the Service Provider (Quotation of rate should be inclusive of all other component & obligations of the Service provider provided in the bid document and Deduction of taxes at source as per laws for the time being in force)	<ul style="list-style-type: none"> • Service Charge _____ % of the wages as per State Govt. Instructions dated 06.06.2016/ Corporation Instruction. • %age Service Charge in quoted above in words (_____) _____) 	

(Signature and Seal of Bidder)

Name & Designation of Authorized Bid Signatory_____

Seal of Company

Note

Quoted rates should remain valid for 90 days from the date of opening.

Price Bid Duplicate Annexure-1

Sr No	Description of Item	To be paid by Contractor to the persons to be deployed	Reimbursement by HPGCL to the contractor
1	Wages In Respect of the category of the person to be provided like	As per State Govt. instructions dated 06.06.2016/ Corporation instructions issued time to time	As per State Govt. instructions dated 06.06.2016/ Corporation instructions issued time to time
	Peon / Helper		
	Maid Attendant		
	Mali		
	Driver		
	LDC		
	Accounts Clerk		
	Steno Typist		
	Assistant Law Officer		
2	Statutory liabilities of the contractor (Including employer share such as EPF, ESI etc. if any) j) EPF iii) ESI	@ As Applicable at the time of payment of wage (As per the Govt. Notification)	@ As Applicable at the time of payment of wage (As per the Govt. Notification)
3	GST		
4	Service Charges Of the Service Provider (Quotation of rate should be inclusive of all other component & obligations of the Service provider provided in the bid document and Deduction of taxes at source as per laws for the time being in force)	<ul style="list-style-type: none"> • Service Charge _____ % of the wages as per State Govt. Instructions dated 06.06.2016/ Corporation Instruction. • %age Service Charge in quoted above in words (_____) _____) 	

(Signature and Seal of Bidder)

Name & Designation of Authorized Bid Signatory _____

Seal of Company

Note

Quoted rates should remain valid for 90 days from the date of opening.

**PERFORMA OF LETTER OF UNDERTAKINGS (To
be submitted by the bidder alongwith his Bid)
(To be executed on non-judicial paper of requisite value)**

Ref:

Date:

To

CHIEF ENGINEER/ADMN.,
HARYANA POWER GENERATION CORPORATION LIMITED,
PANCHKULA.

Dear Sir,

1. I*/We* have read and examined the following bid documents relating to the
.....(full scope of work)
 - a) Notice Inviting Tender.
 - b) Instructions to bidders.
 - c) Conditions of Contract along with Annexures.
2. I*/We* hereby submit our Bid and undertake to keep our Bid Valid for a period of
90 days from the date of opening of Price Bid and 120 days from the date of opening of bid,
whichever is later. I*/We* hereby further undertake that during said period I/We shall not
vary/alter or revoke my/our bid.

This undertaking is in consideration of HPGCL agreeing to open my Bid and consider and
evaluate the same for the purpose of award of contract in terms of provisions of bidding
documents.

Should this Bid be accepted, I/We also agree to abide by and fulfill all the terms, conditions of
provision of the above mentioned bid documents.

Signature alongwith Seal of Co.

.....
(Duly authorised to sign the tender on
behalf of the Service Provider)

Name

Designation.....

Name of Co.

(in Block Letters)

WITNESS

Signature

Date & Postal Address

Date

.....

Name & Address

.....

.....

Telegraphic Address

.....

.....

.....

.....

Telephone No.

Telex No.....

*Strike out whichever is not applicable

CHARACTER ANTECEDANT :

1. Name of Person
2. Father's Name
3. Permanent Home Address
4. Residential Home Address
5. Educational Qualification

Sr. No	Examination passed	%age of marks obtained	Name of the institution	Year of Passing

6. Nationality
7. Religion
8. Date of Birth
9. Mark of Identification.
10. Bank A/C No. & Detail
11. P.F A/C No. & Detail
12. GIS A/C No. & Detail
13. ESI A/C No & Detail
14. Pan No
15. Experience
16. Have you ever been convicted by the court for any offence?
If so give detail.

I further certify that the above information is true to the best of my knowledge & belief and nothing has been concealed therein.

Signature of the worker.

Certified that I have got above particulars verified through my own sources. I hereby stand guarantee about good conduct & behaviour of the workman.

Signature of the Service Provider.

PROFORMA OF “AGREEMENT”
(To be executed on non-Judicial stamp paper)

This agreement made this day of Two thousand between Haryana Power Generation Corporation Limited (hereinafter referred to as “Owner” or HPGCL which expression shall include its administrators, Company incorporated under the Companies Act, 1956) on the one part and having its registered office at (here in after referred to as the “Service Provider” or”X” name of the Contracting Company which expression shall include its administrators, successors, executors and permitted assigns) of the other part.

WHEREAS HPGCL is desirous of outsource skilled/ unskilled man power for HPGCL, Corporate Office, Urja Bhawan, C-7, Sector-6, Panchkula work invited bids from Service Providers, and whereas ‘X’ had participated in the above referred bidding vide their proposal No. Dated..... and awarded the contract to”X” on terms and conditions, documents referred to therein, which have been accepted by”X”resulting into a “contract”.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER.

1.0 Article

1.1 Award of Contract

HPGCL has awarded the contract to”X”for the work of on terms and conditions contained in its letter of award No. Dated and the documents referred to there in. The award has taken effect from aforesaid letter of award. The terms and expressions used in this agreement shall have the same meaning as are assigned to them in the “Contract Documents” referred to in the succeeding article.

2.0 CONTRACT DOCUMENTS

The contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (herein after referred to as “Contract Documents”)

- i) HPGCL bidding documents in respect of Invitation to Bid, Instructions to Bidders, Conditions of Contract and all other sections including all amendments vide its letter(s) No(s) dated.....
- ii) Agreed Minutes of the Meeting held on between HPGCL and “X”.
- iii) HPGCL’S letter of award No..... datedduly accepted by “X” and detailed award No.....dated.....

All the aforesaid contract documents shall form an integral part of this agreement, in so as the same or any part conform to the bidding documents (Vol-I & II) and what has

been specifically agreed to by the owner in its letter of award. Any matter inconsistent therewith, contrary or repugnant there to or any deviations taken by the Service Provider in its "Bid Proposal", but not agreed to specifically by the owner shall not form part of this agreement. For the sake of brevity this agreement along with its aforesaid contract documents shall be referred to as the "Agreement".

3.0 CONDITIONS AND COVENANTS

- 3.1 The scope of the contract, consideration, terms of payment, taxes, wherever applicable, insurance, liquidated damages, performance guarantee and all other terms and conditions are contained in HPGCL's letter of award No..... dated..... read in conjunction with other aforesaid contract documents. The contract shall be duly performed by the Service Provider strictly and faithfully in accordance with the terms of the agreement.
- 3.2 The scope of work shall also include supply & installation of all such items which are not specifically mentioned in the contract documents, but which are needed for successful, efficient, safe and reliable operation of the equipment unless otherwise specifically excluded in the specifications under "exclusions" or Letter of Award.

3.3 TIME SCHEDULE

- 3.3.1 Time is the essence of the contract and schedules shall be strictly adhered to and "X" shall perform the work in accordance with the agreed schedule.
- 3.4 It is further agreed by the Service Provider that the Contract performance guarantee shall in no way be construed to limit or restrict the owner's right to recover the damages/compensation due to short-fall in the equipment performance figures as stated above or under any other clause of the Agreement. The amount of damages/compensation shall be recoverable either by way of deduction from the contract price, contract performance guarantee and/or otherwise.

The contract performance guarantee furnished by the Service Provider is irrevocable and unconditional and the owner shall have the powers to invoke it notwithstanding any dispute or difference between the owner and the Service Provider pending before any court, tribunal, arbitrator or any other authority.

- 3.5 This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede any prior correspondence, terms and conditions contained in the agreement. Any modification of the agreement shall be effected only by a written instrument signed by the authorised representative of both the parties.

4.0 SETTLEMENT OF DISPUTES

It is specifically agreed by and between the parties that all the differences or disputes arising out of the Agreement or touching the subject matter of the Agreement shall be decided by the process of settlement & arbitration as specified in clause 24 the Conditions of Contract & of the provisions of the Indian Arbitration and Conciliation Act 1996 shall apply and Panchkula courts alone shall have exclusive jurisdiction over the same.

4.1.1 NOTICE OF DEFAULT

Notice of default given by either party to the other party under Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against acknowledgement or by telex or by registered mail with acknowledgement duly addressed to the signatories at the addresses mentioned herein above.

IN WITNESS WHEREOF, the parties through their duly authorised representatives have executed these presents (execution where of has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at Panchkula.

Signed, sealed and Delivered by the

FOR AND ON BEHALF OF HARYANA POWER GENERATION CORPORATION LTD.

NAME :

TITLE : CHIEF ENGINEER/ADMN., HPGCL, PANCHKULA.

IN THE PRESENCE OF

FOR AND ON BEHALF OF THE SERVICE PROVIDER (NAME & ADDRESS OF THE FIRM)

NAME :

TITLE :

IN THE PRESENCE OF

Note :-

**PERFORMA OF INDEMNITY BOND TO BE EXECUTED BY THE SERVICE PROVIDER FOR THE
EQUIPMENT HANDED OVER BY HPGCL FOR
PERFORMANCE OF ITS CONTRACT**

**(Entire Equipment consignment in one lot) (On
non-Judicial stamp paper of appropriate Value)**

INDEMNITY BOND

THIS INDEMNITY BOND is made thisday of 20..... by
..... a Company registered under the Companies Act, 1956/Partnership
firm/proprietary concern having its Registered Office at(hereinafter called
as 'Service Provider' or 'Obligor' which expression shall include its successors and permitted
assigns) in favour of Haryana Power Generation Corporation Limited, _____
..... (hereinafter called HPGCL which expression shall include
its successors and assigns).

WHEREAS HPGCL has awarded to the Service Provider a Contract for vide its
Letter of Award/Contract No. dated and its Amendment No.
.....and Amendment No.(applicable when
amendments have been issued, hereinafter called the 'Contract') in terms of which HPGCL is required
to hand over various Equipment to the Service Provider for execution of the Contract.

And WHEREAS by virtue of clause No16 of the said Contract, the Service Provider is required to
execute an Indemnity Bond in favour of HPGCL for the

NOW THEREFORE, This Indemnity Bond witnesseth as follows:

1. The Service Provider undertakes to keep HPGCL harmless against any loss or damage that may be caused to HPGCL on a/c of act by persons deployed by him.
2. The Service Provider undertakes that the Persons deployed shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and none part of the person shall be utilized for any other works or purpose whatsoever. It is clearly understood by the Service Provider that non-observance of the obligations under this Indemnity Bond by the Service Provider shall inter- alia constitute a criminal breach of trust on the part of Service Provider for all intents and purposes including legal/penal consequences.
3. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipment or the same or any part thereof is mis-utilized in any manner whatsoever, then the Service Provider hereby agrees that the decision of Engineer-in-Charge/Engineer of HPGCL at

to assessment of loss or damage to the Equipment shall be final and binding on the Service Provider. The Service Provider binds itself and undertakes to replace the lost and/or damaged Equipment at its own cost and/or shall pay the amount of loss of HPGCL without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to HPGCL against the Service Provider under the contract and under this Indemnity Bond.

4. NOW THE CONDITION of this Bond is that if the Service Provider shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of HPGCL THEN, the Bond shall be void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the Service Provider has hereunto set its hand through its authorized representative under the common seal of the Company, the day, month and year first above mentioned.

Fore and on behalf of
M/s

WITNESS

1.	1.	Signature	Signature
	2.	Name	Name
	3.	Address	Designation
		Authorised representative
1.	1.	Signature	(Common Seal)
	2.	Name	(In case of Company)
	3.	Address	
		

* Indemnity Bonds are to be executed by the authorised person and (I) in case of contracting Company under common seal of the Company or (ii) having the Power of Attorney issue under common seal of the company with authority to execute Indemnity Bonds, (iii) In case of (ii), the original Power of Attorney if it is specifically for this contract or a Photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.

**PERFORMA OF BANK GUARANTEE FOR
CONTRACT PERFORMANCE
(To be stamped in accordance with stamp Act)**

Ref: Bank Guarantee No.....
Date:

To

Chief Engineer/Admn., HPGCL, Panchkula,
HARYANA POWER GENERATION CORPORATION LIMITED,
Urja Bhawan, C-7, Sector-6, Panchkula.

Dear Sir,

In consideration of HARYANA POWER GENERATION CORPORATION LIMITED, (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at..... (hereinafter referred to as the 'Service Provider' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Owner's letter of Award No. datedand the same having been unequivocally accepted by the Service Provider, resulting into a contract bearing No.dated valued at for (scope of contract) and the Service Provider having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to *(%)per cent) of the said value of the Contract to the Owner.

We, (Name and Address of the Bank)

having its Head Office at (hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all monies payable by the Service Provider to the extent of.....as aforesaid at any time upto..... (days/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Service Provider.

Any such demand may by the owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Service Provider or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the contract by the Service Provider. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Service Provider and to exercise the same at any time in any manner, and either to enforce or to for bear to enforce any covenants, contained or implied in the Contract between the Owner and the Service Provider or any other course or remedy or security available to the Owner.

The bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of Owner of any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Service Provider and notwithstanding any security or other guarantee the Owner may have in relation to the Service Provider's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to and it shall remain in force upto and including and

shall be extended from time to time for such period, as may be desired by
M/s on whose behalf this guarantee has been given.

Dated thisday of.....20.....at.....

WITNESS

.....
◆ (Signature)

.....
(Signature)

.....
◆ (Name)
◆ (Official Address)

.....
(Name)
(Designation with Bank Stamp)

Attorney as per Power
of Attorney No.....

Date :

NOTE :

- 1. The stamp papers of appropriate value shall be purchased in the name of issuing bank.

PERFORMA OF EXTENSION OF BANK GUARANTEE

Ref: Date:

To

Chief Engineer/Admn., HPGCL, Panchkula,
HARYANA POWER GENERATION CORPORATION LIMITED,
Urja Bhawan, C-7, Sector-6, Panchkula,

Dear Sir,

Sub : Extension of Bank Guarantee No..... for Rs. favoring yourselves, expiring on on account of M/s.....in respect of Contract No..... dated (Hereinafter called original Bank Guarantee).

At the request of M/s, We Bank, branch office at and having its Head Office atdo hereby extend our liability under the above mentioned Guarantee No. dated for a further period of Years/Months fromto expire on except as provided above, all other terms and conditions of the original Bank Guarantee No. dated shall remain unaltered and binding.

Please treat this as an integral part of the original Bank Guarantee to which it would be attached.

Yours faithfully,

For
Manager/Agent/Accountant
Power of Attorney No.
Dated

SEAL OF BANK

- NOTE:** The non-judicial stamp paper of appropriate value shall be purchased in the name of the bank who has issued the Bank Guarantee.

ANNEXURE-VII

1. Name of Department

2. Name of Contractor

under Contract (Regulation & Abolition)
Act,1970

3. (a) Licence No.

(b) Validity expires on

4. MONTH

YEAR

No. of Emp	Name of Engaged workers	Skilled/unskilled worker	Amount of wages	Payment made vide cheque No./Account No of engaged worker	ESI code of Engaged workers	Amount deposited Ch. No			Engaged workers P.F. No	PF deposited Cheque No		
						Employers contribution	Engaged workers contribution	Challan No.		Employer's contribution	Engaged workers contribution	Challan No.

DECLARATION

I, _____ authorized Representative of
M/s _____ do hereby
solemnly declare that our firm M/s _____ has not
been blacklisted by any State Government/Central Government or any Agency and that
we shall be liable for consequences of wrong declaration.

Signature of the person
Making declaration with
seal of the Firm.

TRIPARTITE ESCROW AGREEMENT

The agreement is made on the day of at Panchkula amongst Service provider _____, _____(hereinafter referred to as “The Service Provider” which expression shall include its successors or assigns) of the first part and **Haryana Power Generation Corporation Limited**. Constituted under the Companies Act 1956 having its Registered Office at Urja Bhawan, Sector-6, Panchkula (hereinafter referred to “the HPGCL” which expression shall include its successors or assigns) of the second part and _____ (**Bank Address**) constituted under the Banking Companies (Acquisition and Transfer of undertaking) Act 1970, having its Head Office at _____ and several branches throughout the country including branch at _____ (hereinafter referred to as the “ESCROW Agent” which terms shall include its successors or assigns) of the third part.

AND WHEREAS the HPGCL has agreed to take skilled/unskilled labour i.e. Peons/Helpers, Drivers, LDCs for different activities and services from the Service Provider as specified in Service Agreement under Work order No. _____ (hereinafter referred as Service Agreement).

AND WHEREAS the Service Provider has agreed to provide skilled/ unskilled labour i.e. Drivers/Peons etc. for different activities and services from the Service Provider as specified in Service Agreement under Work order No. _____.

AND WHEREAS the Service Provider has agreed to open & maintain ESCROW ACCOUNT for making the payment of wages and other statutory benefits to workers and the obligatory contribution of ESI, EPF, GST and other statutory fund (if any) through respective Departments in the name of the concerned workers who have been engaged, shall be made as per detailed format by Service Provider through “ESCROW ACCOUNT” operated under a Tripartite Agreement to be executed between HPGCL, Service Provider on Current Account No.....(hereinafter referred to as an “ESCROW ACCOUNT”) maintained with Escrow Agent under the Service Agreement made by the Owner i.e. HPGCL, as per guidelines and conditions specified in the Service Agreement.

AND WHEREAS the Service Provider also declares and undertakes that it shall not collect credit or make any adjustment against receivables directly or through any other person except as provided under serviced agreement and shall ensure that no other person is being authorised to utilize or appropriate any part of the receivables

AND WHEREAS the HPGCL declares and undertakes that on receipt of confirmation of payment made to staff deployed and statutory payment by the banker/Service provider, the payment of the amount released through ESCROW ACCOUNT will be made to the Service Provider by Cheque at the earliest.

AND WHEREAS the _____ **(Bank Address)** has agreed to act as the ESCROW Agent in respect of the amount deposited in the said ESCROW ACCOUNT and in the event of receipt of notice of demand from the Service provider apply the proceeds in the ESCROW ACCOUNT for payment of the dues to the Service Provider from the HPGCL in the manner provided in the agreement.

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

1. Each of the Service Provider and the HPGCL hereby appoint the _____ **(Bank Address)** as the Escrow Agent and the Escrow Agent hereby accepts the appointment as the Escrow Agent of the Service Provider and the HPGCL on the terms and conditions contained herein.
2. The Service Provider hereby acknowledges and undertakes to ensure the deposit of the amount equivalent to the payment of wages and other statutory benefits to workers and the obligatory contribution of ESI, EPF, GST and other statutory fund(if any) through respective Departments in the name of the concerned workers who have been engaged in ESCROW ACCOUNT No ._____ maintained with Escrow Agent as per terms & condition of the Service Agreement and by the date as specified in the Service agreement.
3. The Service provider further acknowledges and undertakes not to open or establish any other account for making the payment of wages and other statutory benefit to the workers and the obligatory contribution of ESI, EPF, GST and other statutory fund in the name of the concerned workers who have been engaged, In the event, the Service Provide intends to open any other account or establish any other mode for the said purpose; the Service Provider shall obtain prior written consent of the HPGCL.

4. The Service provide further acknowledges and undertakes to comply with all the terms & conditions mentioned in the Service Agreement and this agreement is part & parcel of Service Agreement.
5. The service provider will ensure that the wages and other statutory benefits to workers and the obligatory contribution of ESI, EPF, GST and other statutory fund (if any) through respective Departments in the name of the concerned workers who have been engaged / deployed by him are paid in time as per service agreement with them and he will provide evidence of payment of dues of staff deployed in HPGCL in the manner agreed upon between the parties. All the dues of the engaged workers will be liquidated through “ESCROW ACCOUNT” in the following manner:
 - a. The payment of wages and other statutory benefit to workers and the obligatory contribution of ESI, EPF, GST and other statutory fund (if any) through respective Departments in the name of the concerned workers who have been engaged, shall be made engaged, shall be made as per detailed format by Service Provider through “ESCROW ACCOUNT” operated under a Tripartite Agreement to be executed between HPGCL, Service Provider and the ESCROW Agent, shall be forwarded to bank for making listed payments to stake holders as per the format of Annexure-“A”.
 - b. The Service provider shall submit monthly payroll on the prescribed format attached at Annexure-“A” of this agreement on or before 3rd of every month of concerned DDO with a copy to Chief Engineer/Admn./Dy. Secy./Genl., HPGCL, Panchkula for verification to enable him reimbursement of payment along with prescribed documents mentioned thereon.
 - c. It is obligatory on the part of the Service Provider to open the account of all the workers in one bank where payment can be remitted by him through ESCROW ACCOUNT to the stake holders and to the obligatory contribution of ESI, EPF, GST and other statutory fund in the name of the concerned workers who have been engaged.
- 6 That the HPGCL shall without prejudice to other rights and remedies is entitled to recall the amount covered under the Service Agreement at any time, if the Service Provider fails to fulfil its obligations under the said agreement and/or in the event of its committing breach of any of the terms thereof.

- 7 If any time, for any reason whatsoever, the Service Provide defaults in making deposits in ESCROW ACCOUNT and for making the payment of wages and other statutory benefits to workers and the obligatory contribution of ESI, EPF, GST and other statutory fund (if any) through respective Departments in the name of the concerned workers who have been engaged, **Notice of Demand** will be served on the ESCROW Agent by the HPGCL to remit the amount to the staff deployed and statutory liability form the said designated ESCROW ACCOUNT. Such **Notice of Demand** shall be conclusive evidence of the Service Provider having defaulted to the payment due to Staff employed and statutory payments.

- 8 That on receipt of the **Notice of Demand** from the HPGCL, the Escrow Agent shall immediately effect the payment demanded by the HPGCL in full, superseding all other payments under the obligation of the Service provider and also any other instructions of the HPGCL and notwithstanding any reason whatsoever.

- 9 Should for any reason, the balance in the ESCROW ACCOUNT is insufficient and HPGCL deposit the deficient amount to meet the full payment demanded by the HPGCL in their notice, the ESCROW Agent may debit and make the payment of wages and other statutory benefits to workers and the obligatory contribution of ESI, EPF, GST and other statutory fund (if any) through respective Departments in the name of the concerned workers who have been engaged / deployed to the extent available there in and when further credits are affected/received in the ESCROW ACCOUNT, the ESCROW Agent shall continue to make payment of the salary to the Statutory obligation/Staff deployed till the full amount as per notice of demand by the HPGCL is paid, this will be construed as default on the part of service provider.

- 10 The Service provider and the ESCROW Agent confirm that the Service provider has given an irrevocable and unconditional authorization under this agreement in favour of the ESCROW Agent extending inter-alia, the mandate to discharge the commitments under the agreement from time to time and the Service provider and the ESCROW Agent shall not revoke the mandate without the prior written approval and consent of the HPGCL.

- 11 The Escrow Agent shall not have any lien or right to set off or be entitled to assert a general claim on the monies in the Escrow Account to the extent of demand raised by HPGCL.
- 12 The parties shall be governed and construed in accordance with the India Laws and parties hereby irrevocably submit to the exclusive jurisdiction of the Court at Panchkula to entertain the decide any dispute relating to or arising of this agreement.
- 13 The ESCROW Agent shall furnish the authenticated bank statement of the transaction on the day of payment to the HPGCL or as and when called for by the HPGCL on the format 'A' or as per the requirement of HPGCL/Service Provider.
- 14 The ESCROW Agent shall, at the joint request of the Service Provider and the HPGCL made on or after the payment by the Service provider of all outstanding amounts under the Service Agreement and upon confirmation of receipt of such payments by the staff deployed, close the ESCROW ACCOUNT. Upon closure of the ESCROW ACCOUNT hereunder, the ESCROW Agreement shall be deemed to be terminated.
- 15 The ESCROW Agent shall be entitled to receive its fee and expenses in an amount and at such times, as may be agreed between the ESCROW Agent and the Service Provider. For the avoidance of doubt, such fee and expenses shall be borne by the Service provider.
- 16 Names and specimen signatures of the HPGCL's officials authorised to issue notice duly attested are annexed. Any change in the said authorization will be advised to ESCROW Agent at the appropriate time & requirement.
- 17 Except as otherwise expressly provided elsewhere in this agreement, all notices and/or communications, which are required, and remitted to be in writing and shall be sufficient if delivered by Registered/ Speed post / Facsimile/Courier/Telegram shall be addressed on the addresses given hereunder.

IN WITNESS whereof the parties hereto have executed these presents on the respective day, month and year first herein below written.

Signed and Delivered
On behalf of Service Provider

Signed and Delivered
On behalf of Haryana Power Generation Corporation Ltd.

Signed and Delivered
On behalf of ESCROW Agent.