

PANIPAT THERMAL POWER STATION

(A Unit of Haryana Power Generation Corporation Limited)

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

Corporate Identity No. U45207HR1997SGC033517

Website:-www.hpgcl.org.in



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

TENDER DOCUMENT

(NIT No. 10/SYD-II-45-Vol-XIII/2025-26 Dated: 21.02.2026)

FOR

Annual contract for maintenance of equipments under 220 KV Switchyard #(5-6) & #(7-8) and removal/cutting of grass & wild growth in area under 220 kV Switchyard # (5-6) & # (7-8) and its disposal outside the plant area, for a period of 02 years (2026-2028)".

**EXECUTIVE ENGINEER /SWITCHYARD DIVISION,
PANIPAT THERMAL POWER STATION,
HPGCL, PANIPAT. 132105.**

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PANIPAT THERMAL POWER STATION, PANIPAT.

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Identity Number: U45207HR1997SGC033517

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NOTICE INVITING TENDER (E-TENDER)

e-Tender Information	
Source (Name of Power Station)	PANIPAT THERMAL POWER STATION
Classification	Work Contract
NIT Number/Tender Ref. No.	NIT No. 10/SYD-II-45 -Vol-XIII/2025-26 Dated:21.02.2026
Brief NIT Description	Annual contract for maintenance of equipments under 220 KV Switchyard#(5-6) & #(7-8)and removal/cutting of grass& wild growth in area under 220 kV Switchyard #(5-6) & #(7-8)and its disposal outside the plant area, for a period of 02 years (2026-2028).
E-Tender Issue date	20.02.2026
Start date & time for downloading of Tender Documents & Bid Preparation	21.02.2026 at 17:00 Hours
End date & Time of uploading of e-tender	16.03.2026 upto 17:00 Hours
Due date and time of Technical opening (Part-1)	20.03.2026 at 15:15 Hours.
Contact Info	Executive Engineer/Switchyard Division, Room No. 208, Sewa Bhawan, PTPS, HPGCL, Panipat-132105. Mob. No. 9355084638
NIT details	Uploaded on https://etenders.hry.nic.in . and www.hpgcl.org.in
Estimated Cost (EC)	Rs.1,02,90,742/- (Inclusive of GST)
EMD Amount	Rs. 2,05,815/-
Tender Document Cost (Non-Refundable)	Rs. 1,180/-
E-service Fee (Non-Refundable)	Rs. 1,180/-

INSTRUCTIONS TO THE BIDDER ON ELECTRONIC TENDERING SYSTEM:

1. Haryana Power Generation Corporation Limited invites bids from the contractor who have created Contract ID on the portal <https://works.haryana.gov.in> and meeting eligibility criteria through online bids on the website: <https://etenders.hry.nic.in>.
2. Interested bidders must have contractors ID on <https://works.haryana.gov.in>
3. Interested bidders are encouraged to get themselves registered as contractor on portal <https://works.haryana.gov.in>
4. Bidders registered on the portal <https://works.haryana.gov.in> are not required to deposit any earnest money and are required to submit Earnest Money Declaration Form as provided in Annexure-VII
5. Cost of tender document fee: Rs 1180/- (*nonrefundable*) (to be submitted online)
6. **Availability of bid documents and mode of submission:**

a.	Tender document is available online on https://etenders.hry.nic.in .
b.	1. Earnest Money: for un-registered bidders – online. 2. Earnest Money Declaration Form: Bidders registered by Haryana Government – the bidder shall upload an earnest money declaration form as per format given in Annexure-VII in the bidding document online.
c.	Tender document fee to be paid - online
d.	Submission of Technical bid - online
e.	Submission of Price bid - online

Note: The bidder will be given one chance to submit the deficient documents within two days from the communication from the department.

7. Registration of bidders on e-Procurement Portal:

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

8. Obtaining a Digital Certificate:

- 8.1 The Bids submitted online should be encrypted and signed electronically with a digital certificate to establish the identity of the bidder bidding online. These digital certificates are issued by an Approved Certifying Authority authorized by the Controller of Certifying Authorities, Government of India.
- 8.2 A digital certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master/ Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details, please visit the website– <https://etenders.hry.nic.in>
- 8.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities.
- 8.4 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt the data and sign the hash during the stage of bid preparation & hash submission. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).

- 8.5 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- 8.6 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
- 8.7 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.
- 8.8 Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://etenders.hry.nic.in>.
- 8.9 For help manual please refer to the 'Home Page' e-Procurement website at <https://etenders.hry.nic.in> and click on the available link "How to ? to download the file.

9. Pre-requisites for bidding:

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

10. Online Viewing of Detailed Notice Inviting Tenders:

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

11. Download of Tender Documents:

The bidder can download the tender documents from the e-Procurement portal <https://etenders.hry.nic.in>.

12. Key Dates:

The tenderers have to submit their tender documents (Online) as per the dates mentioned in the following formats

Sl No.	Department Stage	Bidder's Stage	Start Date (DMY)	Start Time	Expiry Date (DMY)	Expiry Time
1		Downloading of tender document, Bid Preparation and submissions.	21.02.2026	17:00Hrs	16.03.2026	17:00Hrs
2	Technical Opening (Part-I)				20.03.2026	15:15Hrs
3	Shortlisting/Qualifying of technical bids & Opening of Price Bid (Part-II).	Will be intimated to the Eligible firms on their Email-id provided by the firms.				

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

If bidder fails to complete the Online Bid Submission stage on the stipulated date and time, his/hers bid will be considered as bid not submitted, and hence not appear during tender opening stage.

13. If the tenders are cancelled or recalled on any ground, the tender document fees & e-service fee will not be refunded to the agency. However EMD shall be refunded.
14. The bidder shall ensure that payment shall be made at least 2 days prior to last date of submission of the bid.
15. **Bid Preparation (Technical & Financial) Online Payment of Tender Document Fee, eService fee, EMD fees of online Bids:**
 - i) 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 e service Fee can be made by eligible bidders/contractors online directly through Debit Cards & Internet Banking Accounts and the Payments for EMD can be made online directly through RTGS/NEFT/Over the counter. For online payment guidelines. Home page of the e- tendering Portal <https://etenders.hry.nic.in> may be referred.
 - ii) Payment for the Tender documents, EMD Fees & e Service Fee received after last date of submission of bid shall not be considered. Those bidders who have not submitted these payments, their tenders are liable to be rejected.
 - iii) Tenders are to be submitted in two parts. The bidders shall upload their technical offer containing documents, qualifying criteria, technical specification and all other terms and conditions except the rates (price bid) The bidders shall quote the prices in price bid format.
 - iv) Submission of bids will be completed by submission of the digitally signed & sealed bid as stated in the time schedule (Key Dates) of the Tender.
 - v) The bidder who does not have contractor ID on HEWP cannot participate in tendering process. Bidders who have contractor ID but have not registered on HEWP can participate in tendering process by paying the earnest money through online payment portal. Bidders who have contractor ID and are registered on HEWP and also have deposited one time deposit are eligible for participation in the tender by annexing bid specific Earnest Money Declaration Form generated from HEWP.
 - vi) The bidder, who is registered as contractor with Haryana Government and is availing the exemption available for earnest money, shall upload bid specific Earnest Money Declaration Form duly downloaded from HEWP.
 - vii) Any bid from the registered bidders not accompanied by the acceptable Earnest Money Declaration Form (in case exemption is availed) as above or not secured as indicated in Sub-Clause 15(v) above shall be rejected by the Employer as non-responsive.

The following are exempted from depositing the earnest money: -

- i) Public Sector Undertakings of the Central / Haryana State Government.
- ii) Firms borne on DGS&D, DS&D Haryana rate contracts.
- iii) Firms registered with the Director of Industries, Haryana or registered with National Small scale Industries Corporation, Govt. of India.

iv) Firms borne on the HPGCL's approved list of suppliers which may have made a permanent earnest money deposit of Rs. 10.00 Lacs at the respective Project/ office of HPGCL, if they quote the Registration number given by the respective project/ office of HPGCL in their tender papers.

NOTE: Those agencies who are exempted from EMD, should submit proof of related documents to publisher of the tender i.e., Executive Engineer of the concerned Division.

11. Tender Closing:

After the submission of bid by the bidders, the bidding round will be closed. Once the online tender is closed, no new Vendor can bid in the tender.

XEN/Switchyard,
PTPS, HPGCL, Panipat.

SCOPE OF WORK AND SPECIAL TERMS & CONDITION**1. Scope of work:****A.) Maintenance of Switchyard equipments & Overhead works:-**

- i) Preventive maintenance/Breakdown maintenance works such as tightening/replacement of clamps, nuts & bolts, connectors, in respect of Bus Bars, Conductors, Isolators, Breakers, CTs, and PTs, LAs etc. in 220 KV Switchyard Unit 5 to 8 PTPS, Panipat. The work may have to be carried out round the clock.
- ii) Mechanical works on Power Transformers during shut downs & otherwise like checking/tightening & replacement of clamps & connectors, dismantling and assembling of LV/HV jumpers, attending oil leakages by tightening and maintenance of cooling system including replacement of fans and oil pumps etc.
- iii) Electrical maintenance works on C&R panels, cables, Marshalling Kiosks, circuit breakers, its cubicles, CTs, PTs, GTs, STs, UATs, NGT, NGRs & their cubicles etc. and battery chargers.
- iv) Maintenance of Yard lighting in 220 KV Switchyard Unit 5&6 and Switchyard Unit 7&8.
- v) Loading and unloading of transformer oil. Dehydration of transformer oil through filtration set. However, filtration machine and storage tanks will be provided by HPGCL.
- vi) The transportation of filtration machine and oil storage tank from one transformer yard to another as and when required.
- vii) Technical assistance in Servicing, Testing and overhauling of OLTC diverter switch, gear mechanism of isolators, battery chargers, lightning arrestor/CT/CVT, transformer bushing, circuit breakers, Relays & transformers etc,
- viii) Cleaning of power transformers & replacement of silica gel.
- ix) Painting on the top/bottom of current transformers, potential transformers & transformer bushings with red, yellow and blue colors as per requirement. However, Paint will be provided by HPGCL.
- x) Any other Misc. work arising in daily activity, shutdowns, overhauling and during emergency in respect of 220 KV Switchyard & Power Transformers Unit 5 to 8 except specifically excluded.
- xi) Cleaning of Power Transformers, Bushings, Insulators String etc.
- xii) Replacement of lightning arrestor/CT/PT/CVT. Welding machine, gas cutter, brazing set, gas cylinders shall be arranged by firm.
- xiii) Cleaning of battery set and assistance for recording the parameters of batteries under departmental supervision.
- xiv) Any other miscellaneous work arising during emergency in respect of 220 kV switchyard, power transformer yards except specifically excluded.
- xv) Manpower can be put in shift duty in addition to General duty as per the site requirement.

B.) The scope of work for Grass cutting, its removal and cleaning work shall be as under:-

- a) Area Covered: Total area covered for Switchyard-II (Unit-5 & 6 and Unit 7&8) shall be 79,880 m². Details are as under:

Removal/cutting of grass & wild growth from complete area under operation and maintenance of Switchyard Division-II and its cleaning. The approximate area shall be around 79,880 m² as under:

- i) Total inside area of 220KV Switchyard Unit-5&6 and Unit- 7&8, Power Transformer Yard Area Unit-5&6 and Unit- 7&8 along with the area around service transformers of SST-III A, SST-III B, UST-III of Unit-5 and SST-IV A, SST-IV B, & UST-IV of Unit-6 near compressors house of Unit-5&6= 65,000 m².

- ii) Outside Area along fencing of Switchyard and power transformers yard Unit-5&6 up to road. Except fencing of Switchyard 5&6 towards units in which case the area covered shall be up to 3 m from fencing = 4,050 m².
- iii) Outside Area along fencing of Switchyard and transformers yard Unit-7&8, up to road = 4,200 m².
- iv) Approximate area around the compressor house and along the TG building wall of Unit#5= 130 m².
- v) Brooming/cleaning of Concreted/Pucca floor/area in the transformer yard of units 7&8 (Appx. Area: 6500m²).

b) Activities Involved for Switchyard-II (Unit-5 & 6 and Unit 7&8):

- i) Cleaning of trenches & road inside switchyard.
- ii) Removal of any type of garbage, disposed off material like paper, plastic sheet & any other type of material lying in the above mentioned areas.
- iii) Spray of Herbicide on grass to control the growth of grass in the above mentioned areas minimum three times in a year. However special spray is to be made during rainy season to control growth of grass.
- iv) Disposal (outside plant area) of cut grass/sarkandas, waste material etc. by tractor/trolley to the earmarked dumping yard near ash disposal ponds or as directed by Engineer-in-charge.

Exclusions:

- i) Major works such as replacement of insulator strings, transformer bushings, specialized jobs through service engineer etc.
- ii) PID (puncture insulation detection) Testing.
- iii) Thermo vision scanning.
- iv) Hot & cold Line washing.
- v) Transformer Oil & Protection scheme testing.
- vi) Shifting of Power transformers etc.
- vii) Painting of structures & Power Transformers.
- viii) Complete Overhauling of equipments
- ix) Tightening/replacement of nuts & bolts in live condition.
- x) Hydra, wherever required will be arranged by HPGCL.
- xi) Deputation of OEM engineer.

c.) Manpower Required: To carry out the work, the minimum manpower as detailed below shall have to be deployed by the firm:

SI.No.	Category	Quantity	Qualification/ Experience
1.	Maintenance Team	04 Teams.	Certificate in Electrician trade preferably Two year course from ITI, recognized by Central Govt. or State Govt. or Two year experience of overhead works.
3.	Maintenance cum operation work team	04 Teams.	Certificate in Electrician trade preferably Two year course from ITI, recognized by Central Govt. or State Govt.
4.	Removal/cutting of grass/wild growth team	04 Teams.	Literate
TOTAL		12 No. Teams	

Note: 01Team = 02No. manpower

Note: The scope of work referred above is tentative only and not exhaustive. Further detailed requirement during the course of work under this contract will be conveyed to the contractor/his representative by HPGCL from time to time and the work will be performed and completed by the contractor strictly in accordance therewith.

As per site requirements contractor shall have to arrange his resources for **24 hours continuous** working without any extra charge. Contractor's labour will **stay near the plant area** for attending to the **emergencies** in 220 kV Switchyard & Power Transformer Yard. Keeping in view the exigencies additional manpower 'if required' shall be arranged by the firm for which no extra payment will be made. **No extra payment** shall be entertained for **odd and delayed working hours** (including Sundays and holidays) which may be required as per site requirements.

- Following T&P falls under Contractor's obligations for which no additional payments over and above the quoted rates will be made. Minimum suggestive T&P as required is detailed below:-

Detail of one Set T&P (Contractor has to keep Two sets of this T&P)					
Sl. No.	Description	Qty	Sl. No.	Description	Qty
1	Air Blower	1No.	11	ALLEN key set	01 No.
2	Ring Spanner (6 To 32)	1(set)	12	Hammer 5 lbs	2 No.
3	D/Spanner (6 To 32)	1(set)	13	Multimeter digital	01 No.
4	Screw Driver (8 ", 12")	2 No.	14	T&P Bag	03 No.
5	Plier	2No.	15	Torque wrench	01 No.
6	Nose Plier	1No.	16	Magnetic Screw Driver Set	01 No.
7	Pipe wrench (12")	1No.	17	D Spanner 36/41	2No.
8	Slide wrench (10")	1No.	18	Clip on Meter	1 Nos.
9	Line tester	3 No.	19	Socket Wrench with 02 Handles	1 Nos.
10	Goti nut driver (6&8 no.)	1No.	20	Torch	02 Nos.

In addition to it if any other T&P is required to carry out the job, the same has to be arranged by the firm. The watch and ward of T&P and other material will be the responsibility of the contractor.

3. Facilities to be arranged by Contractor:-

Contractor will provide accommodation, conveyance, personal protective equipments (PPEs), rain coat, full body harness, safety belts, gum boot and mobile phone facility to his labour at his own cost.

4. Transportation of Material:-

The contractor shall make his own arrangement for transportation of the material from stores to site of work, from site of work to O & M workshop/store, if required, and return of scrap back to stores. The contractor shall also assist in loading/ unloading of material being sent for repairs or received after repair to/ from outside of PTPS, Panipat.

The contractor shall make his own arrangement for removal of old as well as unused material from the site to the place as specified by the Engineer-in -Charge after completion of work.

PQRs & GENERAL INSTRUCTIONS TO THE BIDDERS**1. Pre Qualifying Requirements (PQRs) / Eligibility Conditions for the tenderers:**

The bidder should be a registered vendor of HPGCL, as per Vendor Registration Policy for Maintenance work at 220 kV Switchyard/ Substation.

OR

Those who have executed annual maintenance work of HT/LT Switchgear, Transformers etc. at 110 MW thermal power project and above.

OR

Those who have carried out ETC (Erection, Testing and Commissioning) of 220kV Switchyard of 110 MW or above capacity Power Plant or any 220 KV or above rating Substation.

OR

The bidder must have experience of having successfully executed Work Order(s) in HPGCL / NTPC /any SEBs / any PSUs /any Corporations / Central Govt. / State Govt. / Semi Govt. or in any 110 MW Thermal/ Hydel Plant and above for similar work and have average annual turnover and other eligibility conditions as given below:

a. Experience of Execution of Purchase Order / Work Order

Bidders must have successfully executed the Work Order(s) for the similar work(s) during last 7-years ending on **31.01.2026** having minimum order value as under:

- Single order of the value not less than **Rs.40,06,713/-** OR
- Two orders of the value not less than **Rs.25,04,196/-** each OR
- Three orders of the value not less than **Rs.20,03,357/-** each.

Turnover

The Annual Turnover (ATO) of bidders in last 3 consecutive financial years ended on **31.03.2024** shall not be less than **Rs.51.45lac**.

ATO= (Estimated Cost for complete contract period) x12/ (Contract Period in months)

i) Average Annual Turnover = Sum of the Annual Turn Over (ATO) of preceding 3 years /3 (As per Audited accounts).

ii) Other income shall not be considered for arriving at annual turnover.

Note: In case where audited results for the last preceding financial year are not available for determining the average annual turnover, certification of financial statements from a practicing chartered accountant shall be considered acceptable.

- A. The bidder should have a valid 'Class-A' Electrical License.
- B. The interested bidders must have ID on HEWP portal.
- C. The bidder/contractor should be registered under Contract Labour (Regulation & Abolition) Act, 1970 and possesses a valid labour license for deploying the worker on the work or will submit an undertaking to obtain the same within 15 days of issuance of work order.
- D. The tender documents of only those bidders shall be considered who fulfill the eligibility criteria and submit documentary evidences in support of the same along with copy of performance certificate / repeat order from the same organization if any.
- E. **Eligibility of the black listed firms to participate in NIT:**
The firms who have been blacklisted by HPGCL or any other Centre or State Power Utility/ Board or Corporation/ or any other Thermal/Hydro Elect. project shall not be eligible to bid against the NIT of HPGCL. However;
 - (i) In case the blacklisting of the firm is for a specific plant and not for the organization as a whole then such blacklisting will not tantamount to ineligibility of the bidder.
 - (ii) Blacklisting of the firm by any unit of the HPGCL shall be considered as ineligibility of the firm at any other project of HPGCL.
 - (iii) In case any firm was blacklisted for a limited period in past by any organization and presently such blacklisting has removed by such organization then it will not tantamount to ineligibility of the bidder.
 - (iv) Firm has **to certify** itself for its eligibility with supporting documents to participate in the NIT **stating that it has not been blacklisted by any organization presently**, however in case at a later stage such certification is found wrong then it will lead to misrepresentation of the facts and the firm shall be treated as blacklisted on this ground and action shall be taken as per regulation 36 & 37 of HPGCL 'Works & Purchase Regulations, 2015'.
- F. The participating firms be required to submit an undertaking as " Firm has **to certify** itself for its eligibility with supporting documents to participate in the NIT **stating that it is not under any default towards compliances under any of the labour laws presently**, however in case at a later stage such certification found wrong then it will lead to misrepresentation of the facts and the

firm shall be treated as blacklisted on this ground and action shall be taken as per regulation 36 & 37 of the HPGCL Works & Purchase regulations, 2015”

- G. The bidder should have man power as specified in the scope of work.
- H. The bidder should have a valid P.F. Code No., PAN, Service tax, GSTIN.
- I. The bidder should have a valid ESI no. or shall submit an undertaking to provide the same within one month of issue of work order.

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

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

Documents in support of Qualifying Requirement: The bidder must submit the Self attested copies of documents in support of qualifying requirement as per **Check List at Annexure-X**.

Disqualification of the Bidder:-

- i) Contractor who have not created Contract ID on HEWP.
 - ii) Even though the bidders meet the above Qualifying Criteria they are subject to be disqualified, if they have made misleading or false representations in the forms, statements and attachments submitted as the proof of the qualification requirements.
 - ii) The Bidders shall supply partnership deed in case of partnership firm / Memorandum of Association and Article of Association in case of a company.
 - iii) Notwithstanding anything stated above, Haryana Power Generation Corporation Ltd. reserves the right to assess the tenderer's capacity to perform the contract, should the circumstances warrant such assessment, in the overall interest of the Haryana Power Generation Corporation Ltd. In this regard the decision of corporation will be final.
2. Application for bidding, conditions of the contract and other information can be downloaded from the e-Procurement portal <https://etenders.hry.nic.in>.
 3. The Tender Document can also be downloaded from HPGCL website www.hpgcl.org.in. Bid shall be acceptable only when the payment of prescribed 'Tender Cost' and 'EMD' has been made online.
 4. Before submitting the tenders, all the instructions must be read carefully regarding submission of tender. If any bidder finds discrepancies or omissions in the tender documents or is in doubt as to the true meaning of any part, he shall get the same clarified from the office issuing the tender in writing before the due date and time of submission of the bid.
 5. In case there is a discrepancy between the amount in figures and in words, the amount in words will govern. The price must be quoted in Indian Rupees and any mistake in calculating the rupee price will not justify the claim for increase in prices.
 6. The application for bidding should be strictly according to the 'Specifications' laid down and 'Terms & Conditions' of the NIT.
Unless a deviation from the Specifications and Terms & Conditions is pointed out by the tenderer specifically, it will be presumed that offer/tender conforms to the Specifications and Terms & Conditions of NIT.
 7. The tenders are to be submitted in two parts as per the provision in the e-Procurement portal. The first part (Part-I i.e. Technical Bid) containing documents for qualifying criteria, technical specifications, schedule of deliveries and all other terms & conditions except the rates.
The second part (Part-II i.e. Price Bid) should contain the rates quoted for each item as well as other related terms like to&fro transportation, statutory taxes & duties, price escalation etc.
Earnest Money Deposit (EMD) and cost of tender documents is to be submitted separately as per the provision in the e-Procurement portal.
 8. a) The tenders are to be submitted online on the e-Procurement portal. In case the last date of submission/opening of tender is declared as holiday, the tender shall be submitted/opened on the next working day at the same time
b) Tenders through Fax / E-mail / telegraphic tenders shall not be considered.
Incomplete, obscure or irregular tender is liable for rejection. If the tenderer deliberately gives wrong information in his tender, HPGCL reserves the right to reject such tender at any stage.
 9. All tenders received against open tender enquiry irrespective of whether they are from the 'Approved contractors' on the registered list or others, shall be considered, provided they are on the prescribed form/e-tender and in accordance with the tender conditions and specifications.
 10. Unless exempted specifically, tenders not accompanied with the prescribed EMD/Cost of tender shall be rejected. EMD/Cost of tender shall be in the prescribed mode of payment as asked in the NIT, otherwise, the tender shall be liable to be rejected.
 11. The **validity** of the tender/ quotation should be at least for **180 days** from the date of opening of price bid.
 - a. Suo-moto **revised price bid/ supplementary Part-II** will not be accepted after the last date of submission of the tender. However, in case revised price bid is submitted by the bidder suo moto but

- prior to the due date of submission of tender, then the revised price bid only shall be opened and considered by the purchasing authority.
- b. The matter has been considered by the State Government and the negotiation policy of the State for procurement of Works by Contract will be as under: -
The price discovery for cases related to procurement of works by contract may be generally determined based on the rates quoted by the L1 bidder, if the quoted rates are found to be reasonable by the Indenting Department/Organization, and negotiations, if any, held with the lowest bidder.
- a) However, negotiation could be held upto four number of such bidder(s), in addition to L1 bidder in case where there are bidders falling within 5% of the L1 bidder. In case where the L1 bidder refuses to further reduce his offered price and any of four bidders come forward to offer a price which is better than the price offered by L1 bidder, the bidder whose price is accepted becomes the L1 bidder. However, in such a situation, the original L1 bidder may be given one more opportunity to improve upon the discovered price. In case, the original L1 bidder further improve upon the price discovered during the negotiations, he would be treated as the L1 bidder.
- b) In case where there is no bidder within 5% of the L1 bidder: -
(a) L2 bidder will be invariably called for negotiation in addition to the L1 bidder.
(b) L3 bidder will also be called, if it is so decided by the Minister-in-charge in addition to L1, L2 bidders.
12. No **deviation** shall be allowed. However, in case of deviation of taxes etc., the same shall be loaded for comparison purpose.
13. Selection preference of the tendered work may be allowed as per policy of the state Government to the industrial units located in Haryana on the lowest valid rates if tenderer so claim with requisite documentary evidence.
14. The bidders / contractors shall observe the highest standard of ethics during the submission of tender, procurement and execution of the contract. In case of evidence of cartel formation by the bidder(s), EMD is liable to be forfeited.
15. The bidder shall bear all costs including bank charges, if any, associated with the preparation and submission of his bid, and the purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
16. Purchaser/Chief Engineer, PTPS, HPGCL, Panipat reserves the right to cancel the NIT or to change qualifying requirement or to reject any or all the tenders so received without assigning any reason.
17. All the fields of Price bid shall be filled by the bidder.
18. Since the contractor will be handling sophisticated equipments, he must have proper skilled manpower that has already worked on similar jobs.
19. **Site of Work Inspection:-** Before submitting the offer, the bidder is advised to inspect the site of work, the environment at PTPS, Panipat, and get acquainted with the actual work & other prevalent conditions, facilities available, position of material & labour. No claim will be entertained later, on the ground of lack of knowledge.
20. The **Committee** nominated by HPGCL shall evaluate the **Technical Bid (Part-I)** as per the 'Pre-Qualifying requirements' at Sl. No. 1 of 'General Instructions to the bidders'. The decision of the committee shall be final and would be binding upon the bidders.
21. **Price bid (Part-II)** of the firms which meet the 'Pre Qualifying Requirement' shall be opened on a subsequent date, with the approval of CE/PTPS under intimation to all the participants through E-mail.
22. **E-tenders shall only be submitted** on the centralized e - Procurement Portal i.e. <https://etenders.hry.nic.in>. The tenderers will quote their rates strictly as per the Rate Quoting Sheet (Annexure-XI).

XEN/Switchyard,
PTPS, HPGCL, Panipat.

GENERAL TERMS AND CONDITIONS OF CONTRACT

- 1) **Contract Agreement:** -The contractor shall execute a contract agreement with HPGCL on a Non Judicial Stamp Paper of appropriate value within 07 days of receipt of work order.
- 2) **Rate/Contract Price:** -Rate shall be quoted by the bidder, strictly as per rate quoting sheet and the agreed contract price shall remain firm during the currency of the contract. Any statutory taxes/levies, if to be charged extra, should be clearly indicated by tenderer in their offer separately, failing which it will be presumed that the quoted prices are inclusive of all such statutory taxes/levies.
- 3) **a) Earnest Money:-** Every bidder, while submitting his tender, shall deposit the earnest money specified in the NIT, online on the e - Procurement Portal i.e. <https://etenders.hry.nic.in>. The earnest money furnished by the successful bidder on whom the work order is placed shall be converted into security deposits as a guarantee for faithful and satisfactory execution of the work order.
(The EMD of the unqualified bidders will be returned without any interest, as promptly as possible, within 30 days after declaration of qualification result and that of unsuccessful bidder without any interest, within 15 days of the execution of the contract with the selected bidder.)
b) Security Deposit: In case of selected bidder the security deposit shall be 10% of the contract value. 10% amount of the monthly running bill shall be kept as security deposit. However, the EMD already deposited by the bidder shall be converted in to the security deposit and the balance amount shall be deducted from the running bill. Security deposit shall be released only after completion of the entire period of contract and after completion of 30 days of Guaranty/Warranty period (as applicable) on the certificate of Engineer-in-Charge for successful completion of Guaranty/Warranty period (as applicable) and submission of requisite documents like last EPF/ESI return by the contractor. No interest shall be paid on the security deposit for the period it remains deposited with HPGCL.
The earnest money /security deposit shall be forfeited in part or in full under the following circumstances:-
 - i. If the bidder withdraws his tender at any stage during the currency of validity period.
 - ii. If the W.O. has been issued but the contractor refuses to comply with it irrespective of the fact that HPGCL sustains any loss on account of such default or not.
 - iii. In the event of a breach of contract in any manner.
 - iv. In case of evidence of cartel formation by the bidder(s).
 - v. If the contractor fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the HPGCL to forfeit either in whole or in part, in its absolute discretion, the EMD/security deposit furnished by the contractor.
 - vi. The forfeiture of EMD/security deposit shall be without prejudice to the right of HPGCL to recover any further amount or any liquidated and/or other damages as admissible under the law, under payments or over payments made to the contractor under this contract or any other contract as well as to take such administrative action against the contractor as blacklisting etc.
- 4) **Terms of Payment:** 100% payment after deducting 10% security deposit and statutory deductions, of the monthly running bill shall be made after satisfactory completion of work done.
- 5) **Mode of Payment:**
Payment shall be released by Sr. Accounts Officer/O&M-II, PTPS, through RTGS/NEFT, in the ESCROW account of the contractor which shall be used by the contractor for payment of wages to the workers in their saving bank account and other statutory obligations like EPF/ESI etc. For payment through RTGS/NEFT, the contractor will open the requisite ESCROW account by a tripartite agreement with HPGCL and State bank of India, within 7 days of issue of the work order and will intimate the complete bank details viz. Beneficiary Name, Name & complete address of the Bank/Branch, Type of account, Account number and IFS code etc. to the Sr. Accounts Officer/Accounts Officer. No payment to the contractor shall be released other than in an ESCROW account opened for the purpose.
- 6) **Mobilization Period & Completion Period:**
 - a) **Mobilization Period:** The work should be started by the firm within 7 days of issue of LOI/Work Order, whichever is earlier, or as directed by Engineer in-charge. The work will be carried out and completed on month to month basis as per the requirement of the contract.
 - b) **Completion Period:**
 - i. The contract will be valid for **Two Years** from the date of commencement of work.
 - ii. The contract/work order can be short closed at any time at sole discretion of HPGCL.
The quantum of any item of Scope of work may increase or decrease to any extent as per site requirement, subject to the limit that total contract value shall not exceed by 10 % of the contract value. Payment shall not be made for the work not done. In case of increase of quantum of work, the completion period of the contract will not change and the contractor will have to complete the job within stipulated period unless the completion period is extended in writing.

- 7) **Risk and Cost:-**In case the contractor fails to full fill the contractual obligation, the work shall be got done from some other agency at the risk and cost of the contractor. It shall be without prejudice to the right of HPGCL to recover any further amount or any liquidated and/or other damages.
- 8) **Penalty for delay**
Time is the essence of the contract.
- I. The contractor shall keep a competent authorized representative or his assistant so that the progress of the work is not hampered. The representative shall represent the contractor in his absence and all directions given to him shall be binding as if given to the contractor. He will remain in contact with site in-charge round the clock through mobile phone or otherwise and will have to depute manpower at a short notice for attending the emergencies. Any absence of his representative at site shall attract a penalty of 5% of monthly bill for each instance in addition to any other expenses incurred on account of such lapses.
 - II. If the contractor fails to deploy the minimum suggestive strength, then a penalty of 1% of monthly bill per head will be deducted per day from the monthly bill of contractor. If adequate manpower is not made available this office will be at liberty to engage the requisite manpower from any alternative source or to get the work done from any other agency at the risk and cost of the contractor.
 - III. In case it is noticed that work is not being done as per the satisfaction of Engineer in-charge or the quality of the work is not up to the mark or the contractor/ his authorized representative fails to deploy adequate man power during breakdown or any other scheduled/unscheduled work with in a time span allowed by Engineer in charge then a penalty of 5% of monthly bill per instance will be deducted per day from the monthly bill of contractor.
 - IV. If any T&P (as per scope of supply by the contractor) is not available with the contractor while carrying out the job, a penalty of 2.5 % of monthly bill will be imposed for each such instance.
 - V. In case it is noticed that **proper cleaning**i.e., removal of grass/wild growth has not been done from any particular site/place/area then a penalty @ Rs.500/- per day per unit of site shall be imposed & the same will be deducted from monthly bill.
 - VI. Frequent failure to carry out job as per the contract leading to imposition of penalties, as above, shall tantamount to breach of contract, which may result in termination of the contract.
 - VII. The decision of Engineer -in-charge will be final and binding for all the Penalties and points listed above.
- Note: - Contract value means basic value of the contract exclusive of taxes and duties, if charged separately.
- 9) **Documentation:** -The firm shall ensure submitting the following documents along with the bill in duplicate for pass and payment to avoid delay in payment: -
- a) The bill should be on the contractor's bill book duly serially numbered and bearing date of issue, contractors EPF code, ESI code, Service Tax number/GSTIN., PAN & TIN. A photocopy of the EPF code, ESI code, Service Tax number/GSTIN, Labourlicense, copy of the passbook of ESCROW account, PAN & TIN shall be attached with the 1st bill for reference and record.
 - b) Self attested copy of the deposit challan of EPF & ESI contribution, Labour welfare fund deposited by the contractor for the labour engaged for the work duly validated with dossier of workers and their account number in the appropriate prescribed performa.
 - c) Self attested copy of the attendance sheet, wages register and evidence of wage payment.
 - d) Certificate from Labour Welfare Officer of respective station under HPGCL stating that firm has complied with all labour laws
 - e) Certificate for safety clearance from Chief safety officer of respective station under HPGCL.
 - f) Contract agreement as per clause number 1.
 - g) Copy of wage slip of each worker.
- 10) **Performance Bank Guarantee:** Contractor shall submit bank guarantee of the nationalized bank equivalent to 10% of the contract value in the prescribed performa valid up to one month after completion of warrantee period.
- 11) **Warranty:**
- ii) The contractor shall provide warranty for the workmanship of the work done for a period of 12 months from the date of completion of work.
 - iii) During this period if some equipment(s), which have been attended by the contractor, is found to be defective, the same will have to be attended again without any additional charges to HPGCL. In such cases, warranty period shall start from the date of such repair/rectification. In case the contractor fails to respond within a reasonable time, the job will be got done from any other agency at the risk and cost of the contractor.

- 12) **Force Majeure:** -The delay in the completion of the work may be treated as force majeure to the contractor only if
- a) The delay is resulted from any causes arising out of compliance with regulations, orders or instructions of the Central or State Governments, acts of God, acts of Civil & Military authority, fires, floods, strikes, lock-outs, freight embargoes, war-risk riots and civil commotion and
 - b) The contractor's request for extension of the delivery period along with all necessary evidence comes, before the expiry of the scheduled date of completion/delivery.
- 13) **Idle Labour charges: -**
- a. No idle charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour being rendered idle due to any cause.
 - b. In case of not operation of Switchyard, due to any reasons, on the prior instruction of HPGCL, of atleast 07 days and work/activity in not carried out.
 - i). For up to one month, a deduction @35% payment of particular work will be made.
 - ii). For more than one month, a deduction @50% payment of particular work will be made.
- 14) **Over Run Charges:** -No over run charges shall be paid in the event of the completion period being extended for any reasons.
- 15) **Watch &Ward:** -The watch and ward of T&P and other material will be the responsibility of the firm/contractor.
- 16) **Facilities to be arranged by Contractor:** -The contractor shall make his own arrangement for providing facilities like lodging, boarding, furniture and transportation etc. for his supervisors/staff engaged by him for the job.
- 17) **Statutory Deductions:** -Statutory deduction on account of Income Tax, Service Tax &Cess/GST Works Tax etc as applicable including surcharge shall be made at source from the bills of the firm at the prevailing rates.
- 18) **Factory Act/Minimum Wages Act/Insurance ACT/EPF act etc.:-**Strict adherence of various applicable labour laws like the Factories Act, Minimum Wages Act, ESI Act, Payment of Wages Act, the Workman's Compensation Act, EPF Act, Contractor labour (Regulation & Abolition) Act, 1970 and all other statutory requirements as amended from time to time to the entire satisfaction of Central/State Govt. authorities, shall be the responsibility of the Contractor and he shall have to make good loss, if any, suffered by HPGCL on account of default in this regard by the contractor. EPF/ESI contributions will be deposited by the contractor in his own EPF/ESI code no. in the respective account of the workers. The contractor will submit the copy of EPF/ESI challan to the Factory Manager, at the time of 90% payment along with corresponding list of workers. The contractor shall make the payment of wages to its labour in their saving account linked with the ESCROW account only. Documentary evidence thereof shall be submitted along with the running bills.
- 19) **Insurance of Workers:** -The contractor will be solely responsible for any liability for his workers in respect of any accident, injury arising out and in course of contractor's employment. To meet his aforesaid obligation under the Workmen Compensation Act, the contractor may obtain Workmen Compensation Policy from the Insurance Company for the persons employed by him for carrying out the work and obligation under the agreement. The premium payable for the aforesaid Insurance Policy shall be borne by the contractor. The contractor shall ensure that the said Insurance Policy of this insurance cover is required to be submitted by the contractor to Engineer-in-charge of work immediately after issue of LOI/WO, but before the start of work.
- 20) **Safety Rules:** -A Firm shall have to comply with all the provisions of safety rules. The Chief Safety Officer may impose penalty of **Rs.200/- per day per head** if the workers of contractor are found to be working carelessly without proper protective equipments in unsafe conditions. Against violation of any other clause, a penalty of Rs 500 /- per violation (minimum) shall be levied. In case of repeated violation of serious nature resulting in various serious accident or direct loss to the corporation /threatens to cause severe consequences, higher penalty rates may be imposed including suspension/ termination of the contract. If any action is initiated by Chief inspector of factories, Chandigarh or any other authority against occupier/factory manager or any other authority of HPGCL in case of any fatal/non fatal accident or any other violation of factory act, 1948, Pb. Hr. factory rules, 1952 or any other industrial or labour act, the contractor shall be liable for the same and also to deposit the amount of fine/penalty if any. In case of default action as deem fit shall be initiated against the contractor.
A safety clearance certificate on quarterly basis from the chief safety officer shall be obtained by the contractor and has to be attached along with the bill.
This office reserves the right to claim adequate compensation from the contractor on account of any damage caused to the plant & equipment handed over to him for execution of the work, due to careless handling or negligence on the part of the contractor.
- 21) **Arbitration:** -All matters, questions, disputes, differences and / or claims arising out of and / or concerning, and /or in connection and /or relating to this contract whether or not obligations of either or both parties under this contract be subsisting at the time of such dispute and whether or not this

contract has been terminated or purported to be terminated or completed, shall be referred to the sole arbitrator to be nominated by the Competent Authority of HPGCL. The award of the Arbitrator shall be final and binding on the parties to this contract.

- 22) **Laws Governing Contracts:** -All contracts shall be governed by the laws of India for the time being in force. Irrespective of the place of delivery, place of performance or place of payment under a contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.
Jurisdiction of Courts: The contract is subject to the jurisdiction of Panipat District courts only.
- 23) **Set Off:** -Any sum of money due and payable to the firm under the contract (including security-deposit returnable to the firm) may be appropriated by the HPGCL and set-off against any claim of the Corporation for the payment of a sum of money arising out of under that or any other contract entered into by the firm with the HPGCL.
- 24) **Subletting and Assignment:** -The firm shall not, sublet, transfer or assign the contract or any part there of or interest therein or advantage thereof in any part thereof in any manner whatsoever without prior consent of the Competent Authority, HPGCL, Panipat.
- 25) **Termination of Work Order Cum Contract Agreement: -**
a. This office reserves the right to terminate contract at a short notice of two weeks, if it is felt that the contractor is not fulfilling any of the terms & condition of the contract. In such an eventually security deposit and other pending payments with PTPS, Panipat will be forfeited. All pending obligations like wages, EPF, or any due to labour would be met out of such forfeited amounts. The contractor would also be sued for any dues still pending.
b. Without prejudice to any of terms and conditions under this contract, if the contractor dies, this office shall have option of terminating the contract without compensation to the Contractor.
c. This office reserves the right to cancel the Work Order in case of blacklisting of the firm due to one reason or the other and award the contract to other agency at the risk and cost of the firm at any stage.
- 26) Accommodation, if available, shall be provided by HPGCL on chargeable basis
- 27) The work will be carried out as per the **direction of Engineer in-charge** of this office.
- 28) The firm will deduct **Labour welfare fund @ Rs. 10/-** from each labour/employee and deposit the same, along with firm's share @ Rs.20/- per labour/employee, with the Welfare Commissioner, Haryana, room no. 51, IInd floor, 30 bays building, sector- 17, Chandigarh.

29) LABOUR LAWS:

- 1). **Registration of Establishment (PTPS) and obtaining the Labour License/ Renewal.**
The Registration of Panipat Thermal Power Station with the list of working Contractors is required under Section -7 of Contract Labour Act, 1970. The name of working Contractor must be on the list of Contractors otherwise he (contractor) will not get Labour License/Renewal from the Labour Department, Haryana Govt. So as and when the work is awarded to the contractors other then included in the list of contractors attached with the Registration of Panipat Thermal Power Station, the contractor will ensure that his name on the prescribed Performa is intimated to the Centralized Agency by the officer in charge of the work for getting his name including in the said list. Further after the needful, the contractor will be under obligation to obtain labour license/ its renewal under Section 12 of ibid Act from the Labour Department, Haryana Govt. by completing the requisite formalities.
- 2) **Payment of wages to the workers deployed on the work Under Section 63 to 73 of Contract Labour Act-1970.**
The contractor will be bound to pay wages to the workers deployed by him on the work as per minimum wages fixed by Labour Department, Haryana Govt., Chandigarh and follow revision from time to time. He will display on the notice Board of his site office, the date of making monthly wages payment which should be on or before 7th of every month. The payment shall be made in currency & coins in the presence of authorized representative of the Principal Employer/ official from the Labour Department Haryana Govt. In case of default, the contractor will be liable for prosecution under the ibid Act.
- 3) **Maintaining the Registers and records Under Section – 74 to 78 (a to d) of Contract Labour Act-1970**
The contractor shall maintain necessary records under the provisions of ibid Act viz. Register of Workman employed (Section -75), Issuing of Employment Cards (Section 76), Service Certificate (Section 77), Register of wages (Section 78 (a) to (d)), Attendant Register, Register of Over time , Register of deduction, Register of advance, Register of fines, Issuing of Wages Slips, etc., the same shall be made available with the site In charge of the work or authorized representative of the contractor for checking/ inspection as and when required by the officer In charge of PTPS authorities

or Labour Department , Govt. of Haryana. Non maintaining/ non production of the above Registers /Forms, under Section- 23 – 24 of the ibid Act will be treated as offence and contractor will be liable for prosecutions by the Labour Department, Govt. of Haryana.

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

No labour below the prescribed limit of age i.e., 18 years and above 60 years shall be employed by the contractor on his allotted works.

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

(A) The contractor shall abide by all the labour laws required to be followed and he shall furnish an undertaking on NJSP of appropriate value duly attested by the Notary Public to the effect that he will comply with all the Acts, laws and Regulations as may be applicable with regard to performance of work including Factory Act-1948, Industrial Dispute Act-1947 , Employees State Insurance Act-1948 , Employee Provident Fund Act-1952, Payment of Wages Act-1936 , Minimum Wages Act-1948, Contract Labour Act (R&A , 1970) Workmen compensation Act 1923 and others rules and regulations as framed by the Central/ State Govt. in this regard from time to time.

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

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

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

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

The contractors having out of state EPF Code will also get their record inspected from Local EPF office (Panipat).

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

It is statutory requirement for the contractor under ESI Act 1948 that the workers drawing gross wages up to Rs.15000/-, 1.75% contribution is deducted from the wages of such worker and deposit along with Employer share of 4.75% i.e., total 6.5% with the authorized bank/ branches of ESI Department by the contractor to cover their workers under ESI Scheme up to 21st of due month, otherwise, interest and damage will be charged on deposit of delayed payment. The contractors will get their ESI Code.

It is also responsibility of the contractor to get the facilities as provided under ESI scheme, extended to their workers viz. issuance of ESI Cards, filing the Returns on prescribed Form- 6 on due date's i.e. 12 May, 11 November, every year in local ESI office. Otherwise, he will be prosecuted by the ESI Department as provided in the ibid Act. In case of non-issuance of ESI Cards, the workers will not get the medical facilities / pension benefits to the widow who is provided by the ESI Department and contractors will be responsible for consequences.

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

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

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

30) For Compliance of GST: -

The following undertakings on the firm's letter are required to submit along with the bill:

- 1.1 GST registration is valid on date.
- 1.2 No default has ever been made by the firm in filling the various GST returns and deposit of GST dues with the department.
- 1.3 The firm having multiple registrations under GST will submit undertaking for each & every GST number. A default under a GST number even if the GST number pertains to some other state, will make the firm ineligible to participate in tender.
- 1.4 A CA certificate regarding validity of GST registration will be submitted every Six month during the tenure of contract.
- 1.5 Vendor will submit copies of GSTR I and GSTR 3B/challans as evidence to deposit of GST with certification that GST collected from HPGCL, to be specified in exact rupees, has been paid to Govt. vide this challan (specifying the challan no. & date of deposit) and returns filed (date of filing of return) includes the transaction of supply of Good or/and services to HPGCL.
- 1.6 Vendor will inform immediately the HPGCL about initiation of any proceeding (if any) against him under the GST laws which may result in suspension or cancellation of GST number of the vendor.
- 1.7 Undertaking to indemnify the HPGCL in case of any financial implication on HPGCL due to non-compliance of prescribed obligation under the GST Law on part of the firm.
- 1.8 In case of ARCs/AMCs having duration above one year, copies of GSTR 1, GSTR 2A and GSTR 3B along with copies of invoices raised to HPGCL, duly reconciled with three returns to be submitted on quarterly basis.
- 1.9 In case of failure at the end of firm regarding deposit of tax and in complying with conditions mentioned at above, HPGCL will have right to recover the GST amount in default along with interest & penal amount and deposit the same directly with GST department on behalf of vendor to the credit of HPGCL.
- 1.10 Vendor will undertake to immediately inform the HPGCL about any amendment in the GST certificate and to immediately submit the updated registration certificate.
- 1.11 Submit a undertaking in case the firm is not generating e-invoice in following format: -
We M/s. having PAN and GSTIN Registration Number hereby undertake that out Aggregate Turnover (as per Section 2(6) of Central Goods and Services Tax Act, 2017) for FY 2019-20 does not exceed the prescribed threshold (as on the date of this declaration) for generation a Unique Invoice Registration Number (IRN) and QR code as per the provisions of Central Goods and Services Tax Act, 2017 and rules thereunder ("GST Law"). Further, we also undertake that if the aggregate turnover of M/s exceeds the current threshold or revised threshold notified by Government of India at any future date, then we shall issue invoice and credit note in compliance with the required provisions of GST Law. In case of any queries from the any state or centre Goods and Services Tax authorities, M/s. will be solely responsible.
Yours Truly
For M/s.
Authorized Signatory Name: Designation

- 31) If any person/labour of contractor is found **misbehaving** or causing any **nuisance**, then the concerned personnel shall be removed from the work/site within 24 hours of the notice by this office & the person/labour so removed, should not be allowed to the work without the prior written permission of the Engineer in charge.
- a) The employees should not be deemed to be in the employment of HPGCL for any purpose whatsoever. The contractor shall abide by the rules, laws and regulations that may be enforced from time to time regarding the employment conditions of service of his employees. Under no circumstances whatsoever, HPGCL would be held responsible to the labour of the contractor. HPGCL shall have the right to pass on the responsibility on the contractor together with any expenses incurred by HPGCL as a result of certain dues on the part of employees of the contractor. HPGCL shall be entitled to recover/ claim dues/compensation from the contractor in that event.
 - b) The labour/employees engaged by the contractor shall not be below the age of 18 years and exceeding 60 years.
 - c) Further the contractor **would furnish an undertaking on Non-judicial stamp paper** of appropriate value, for each and every worker employed by him, that the worker will not claim any lien as a worker of HPGCL, for the services, he is rendering to the contractor.

- 32) The contractor shall be responsible for getting the **gate passes** of workmen/labour issued from the competent authority.
- 33) The contractor shall furnish an **Indemnity Bond** as per format on the Non-Judicial Stamp Paper of the appropriate value equal to the annual value of the contract at its cost to indemnify HPGCL against any claim arising out of or connected with this contract.
- 34) **Safety & Environmental Instructions:**
- 1) .“HPGCL is an ISO 9001:2015, ISO 14001:2015 and OHSAS 18001:2007 certified company hence contractor shall ensure for use quality product, T&P and follow best practices for environment protection and shall take all care for occupational health and safety while executing the work at site.
 - 2) Use of proper Personal Protective Equipments (PPE's) like helmets, safety goggles, ear plugs, safety shoe, gloves, masks etc. to be ensured.
 - 3) Don't allow workers to wear loose clothes like kurta-pajama at site.
 - 4) Don't touch any moving part.
 - 5) The contractor will dispose off used cotton waste, grease, oil, asbestos etc at suitable place.
 - 6) The contractor will collect the leaking oil in a proper container & avoid slippage of oil on the floor.
 - 7) Ensure availability of fire extinguishers while carrying of work at high temperature

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

-Sd-
**Executive Engineer/Switchyard-II,
For Chief Engineer/PTPS,
HPGCL, Panipat- 132105.**

STATEMENTS OF BIDDERS

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

4. Legal status _____
5. PAN & TIN Number of the Bidder (attached self attested photocopies)
PAN _____ TIN _____
CST No. _____ .GSTIN.: _____
6. Bank Details (attached signed cancelled cheque)
 - i) Bank Name & Address: _____
 - ii) Bank Account Number: _____
 - iii) Beneficiary Name: _____
 - iv) IFS Code of Branch: _____
 - v) Nature of account (current/saving/OD/CC)
7. Main lines of Business
 - i. _____ since _____
 - ii. _____ since _____
 - iii. _____ since _____
8. Annual Turnover of past three year
 - i. _____
 - ii. _____
 - iii. _____
9. Past Experience:-

Name of Organization	Period	Reference of Contract	Order Value of Contract

10. Any other relevant Information:

Signature & Stamp of Bidder

(Name & Designation of Authorized Bid Signatory)

ACCEPTANCE CERTIFICATE

I, _____ (Full Name) _____ (Designation)

_____ (Name of the Company)

here by accept the terms and conditions given in the tender document. **(NIT No.10/SYD-II-45-Vol-XIII/2025-26 Dated:21.02.2026)**.

Signature & Stamp of Bidder

Name & Designation of Authorized Bid Signatory _____

Earnest Money Declaration Form

(in case of bidder is registered as contractor with Haryana Government on Haryana Engineering Works Portal)

(Refer Clause 15(vi) of ITB Annexure-I)

1. I hereby submit a declaration that the bid submitted by the undersigned, on behalf of the bidder, Name of the Bidder _____, shall not be withdrawn or modified during the period of validity i.e. not less than _____ days In words _____ days from the bid due date.

2. I, on behalf of bidder, Name of the bidder _____, also accept the fact that in case the bid is withdrawn or modified during the period of its validity or if we fail to sign the contract in case the work is awarded to us or we fail to submit a performance security before the deadline defined in clause 10 Annexure-IV of the tender document, then Name of the bidder _____ will be debarred for participation in the tendering process in any of the Department/Boards/Corporations etc. of the Government of Haryana for a period of Two years from the bid due date of the work.

(Signature of the Authorized Signatory)
(Official Seal)

**PERFORMA OF INDEMNITY BOND TO BE EXECUTED BY THE SERVICE PROVIDER FOR THE EQUIPMENTS HANDED OVER BY HPGCL FOR PERFORMANCE OF ITS CONTRACT
(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 Limited,..... (hereinafter called HPGCL which expression shall include its successors and assigns).

Whereas HPGCL has awarded to the Service Provider a Contract forvide 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 No.7 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 witnesses 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-utilised in any manner whatsoever, then the Service Provider hereby agrees that the decision of Officer-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.

For and on behalf of

M/s

WITNESS

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

* Indemnity Bonds are to be executed by the authorized 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.

CONTRACT AGREEMENT

This contract agreement entered in to this _____ day of the month of _____, 2019 between Haryana Power Generation Corporation Ltd., a body corporate constituted under the Indian Company Act, 1956 herein after called Corporation which terms shall include all its heirs and successors on the one hand and M/s _____. The contractor which terms shall include all its heirs and successors on the other hand.

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

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

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

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

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

Signature of the contractor

Signature & designation

In presence of witness

and on behalf of HPGCL in presence of witness

Witness

Witness

1.

1.

2.

2.

TECHNICAL BID CHECK LIST FORMAT (To be filled online only)

Sl. No.	Technical Specification	Bidder's Response
1	Contractor ID	Yes / No
2	HEWP registration certificate valid for EMD exemption only	Yes / No
3	Cost of Tender Documents Rs.1,180.00	Yes / No
4	Earnest Money Deposit (EMD) Rs.2,05,815/-	Yes / No
5(a)	<p><i>The bidder should be a registered vendor of HPGCL, as per Vendor Registration Policy for</i> Maintenance work at 220 kV Switchyard/ Substation. OR ii) Those who have executed annual maintenance work of HT/LT Switchgear, Transformers etc. at 110 MW thermal power project and above. OR iii) Those who have carried out ETC (Erection, Testing and Commissioning) of 220kV Switchyard of 110 MW or above capacity Power Plant or any 220 KV or above rating Substation.</p> <p align="center">OR</p> <p><i>The bidder must have experience of having successfully executed Work Order(s) in HPGCL / NTPC /any SEBs / any PSUs /any Corporations / Central Govt. / State Govt. / Semi Govt. or in any 110 MW Thermal/ Hydel Plant and above for similar work and have average annual turnover and other eligibility conditions as given below:</i></p> <p>Experience of Execution of Purchase Order / Work Order</p> <p>Bidders must have successfully executed the Work Order(s) for the similar work(s) during last 7-years ending on 31.01.2026 having minimum order value as under:</p> <ul style="list-style-type: none"> • Single order of the value not less than Rs. 40,06,713/- OR • Two orders of the value not less than Rs. 25,04,196/- each OR • Three orders of the value not less than Rs20, 03,357/- each 	Yes / No
5 (b)	Proof that the Average Annual Turnover of bidders in last 3 consecutive financial years ended on 31.03.2024 is not less than Rs.51.45lac.	Yes/No
5 (c)	Copy of performance certificate / repeat order from the same organization, if any as a proof of having executed such type of works successfully.	Yes/No
6	Copy of valid 'Class-A' Electrical License.	Yes / No
7	Proof that the bidder/contractor is registered under Contract Labour (Regulation & Abolition) Act. 1970 and possesses a valid labour license for deploying the worker on the work or an undertaking that the same will be obtained within 15 days of issuance of work order.	Yes / No
8	Certificate that firm has not been black listed by any party/ organization during the last three years.	Yes / No
9	Proof of having manpower as per scope of work	Yes / No
10	Proof of Valid EPF Code.	Yes / No
11	Proof of Valid ESI No or an undertaking to provide the same within stipulated time as per tender document	Yes / No
12	Proof of PAN No.	Yes / No
13	Proof of Service Tax/GSTIN. Copy of Registration Certificate under GST Act.	Yes / No

14	Statement of Bidder duly filled in as per given format	Yes / No
15	Acceptance Certificate duly signed	Yes / No
16	Self-Attestation of all the above-mentioned documents	Yes / No
17	Undertaking of any default towards compliances under any labour laws (as per clause E of Annexure-III)	Yes / No
18	<p>The following undertakings (on the letter head of bidder) are mandatory documents to be submitted by all bidders:</p> <p>1.1 GST registration is valid as on date.</p> <p>1.2 No default has ever been made by bidder in filing the various GST returns and deposit of GST dues with the department.</p> <p>1.3 Bidders having multiple registrations under GST will submit undertaking for each & every GST number. A default under a GST number even if the GST number pertains to some other state, will make the vendor ineligible to participate in tender. In addition, the successful bidder will also submit the following undertakings in addition to above, immediately after issue of work order and with submission of each & every bill unless mentioned otherwise:</p> <p>1.4 Undertakings mentioned at 1.1, 1.2, and 1.3.</p> <p>1.5 A CA certificate regarding validity of GST registration will be submitted every six months during the tenure of contract.</p> <p>1.6 Vendors will submit copies of GSTR1 and GSTR 3B/challans as evidence to deposit of GST with certification that GST collected from HPGCL, to be specified in exact rupees, has been paid to Govt. vide this challan (specifying the challan no. & date of deposit) and returns filed (date of filing of return) includes the transaction of supply of Goods or/and services to HPGCL.</p> <p>1.7 Vendors will inform immediately the HPGCL about intimation of any proceeding (if any) against him under the GST laws which may result in suspension or cancellation of GST number of the Vendor.</p> <p>1.8 Undertaking to indemnify the HPGCL in case of any financial implication on HPGCL due to non-compliance of prescribed obligation under the GST Law on part of the Supplier/Vendor.</p> <p>In case of ARCs/AMCs having duration above one year, copies of GSTR1, GSTR 2A, and GSTR 3B along with copies of invoices raised to HPGCL, duly reconciled with three returns to be submitted on quarterly basis.</p>	Yes/No

PRICE BID FORMAT
(To be filled online by the Firm)

Sl. No.	DESCRIPTION	Lump Sum Monthly Rate (including EPF, ESI etc.) (In Rs.)
1.	<p>Annual contract for maintenance of equipments under 220KV Switchyard # (5-6) & # (7-8) and removal/cutting of grass& wild growth in area under 220 kV Switchyard # (5-6) & # (7-8) and its disposal outside the plant area, for a period of 02 years (2026-2028).</p> <p>Detailed Scope of work shall be as per <i>Annexure-II "SCOPE OF WORK AND SPECIAL TERMS & CONDITION"</i> of NIT No.10/SYD-II-45-Vol-XIII/2025-26 Dated: 21.02.2026</p>	<p align="center">TO BE FILLED ONLINE ONLY</p>
2.	GST (%)	