

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



TENDER DOCUMENT

FOR

Restoration, Upgradation and Re-utilization of Cummins make Diesel Generator sets 750 kVA for Emergency Power Supply for Unit 6 ,7 & 8 PTPS, PANIPAT.

e-NIT No. 16/Ch-18 /TGM-8/83-A/Vol-I

**CHIEF ENGINEER/PTPS
PANIPAT THERMAL POWER STATION,
HPGCL, PANIPAT**

**TELEPHONE NO. 0180-2566589
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 HPGCL AN ISO: 9001,	Panipat Thermal Power Station, Panipat Village AssanKalan, Assandh Road, Panipat-132105 (Haryana) (a unit of Haryana Power Generation Corporation Limited) (Regd. Head Office: C-7, UrjaBhawan, Sector-6, Panchkula) Corporate Identity Number: U45207HR1997SGC033517 Website: www.hpgcl.org.in Email: xentg8.ptps@hpgcl.org.in
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NOTICE INVITING e-TENDER

e-tenders in two parts are invited on behalf of Chief Engineer, PTPS, HPGCL, Panipat from reputed and experienced contractors/ firms for the work as under:-

NIT No. / Tender Ref. No.	16/Ch-18 /TGM-8/83-A/Vol-I
Description of work	Restoration, Upgradation and Re-utilization of 750 kVA DG Sets for Emergency Power Supply.Unit-6,7 &8, PTPS, Panipat
Start date and time of tender uploading	As per details on e-tender portal
Last date for submission of online tender	As per details on e-tender portal
Due date & time of opening of Technical bid (Part-I)	As per details on e-tender portal
Tender document Fee (Non-refundable)	Rs. 1,180/- (inclusive of taxes)
E-service Fees (Non-refundable)	Rs. 1,180/-
Earnest Money (Refundable)	Rs. 2,06,028/-
Contact Information	Executive Engineer/TG Mtc-VI, Unit-8, PTPS, HPGCL, Panipat. Mobile No. - 9355869383

**Executive Engineer/TG Mtc-VI,
for Chief Engineer/PTPS,
HPGCL, Panipat**

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

1. The Bidders can download the tender documents from the Portal: <https://etenders.hry.nic.in> or www.hpgcl.org.in
2. The Bidders shall have to pay for the Tender documents, EMD Fees & e-Service Fee online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between contractors and online payment authorization networks. The Payment for Tender Document Fee and e-Service Fee can be made by eligible bidders / contractors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT. Payment by any other mode would not be accepted.
3. It is advised that the bidder make the payment for EMD via RTGS / NEFT to the beneficiary account number as mentioned in the challan at least T+2 day (Transaction + Two day) two day in advance to the last day for validation on account / transaction period.

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

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

The following are exempted from depositing the earnest money:-

- a. Public Sector Undertakings of the Central / Haryana State Government.
 - b. Firms borne on D.G.S. & D/DS&D Haryana rate contracts.
 - c. Firms registered with the Director of industries, Haryana or National Small scale Industries Corporation, Govt. of India for providing similar types of services.
 - d. 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.
4. Guideline for online payments in e-tendering:

Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing). Bidder shall proceed to select the tender he is interested in. On the respective Department's page in the e-tendering portal, the Bidder would have following options to make payment for tender document & EMD:

- a) Debit Card
- b) Net Banking
- c) RTGS/NEFT

Operative Procedures for Bidder Payments:

Debit Card:

The procedure for paying through Debit Card will be as follows.

- (i) Bidder selects Debit Card option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.
- (iii) Bidder clicks on “Continue” button
- (iv) The e-Procurement portal takes the bidder to Debit Card payment gateway screen.
- (v) Bidder enters card credentials and confirms payment
- (vi) The gateway verifies the credentials and confirms with “successful” or “failure” message, which is confirmed back to e-Procurement portal.
- (vii) The page is automatically routed back to e-Procurement portal
- (viii) The status of the payment is displayed as “successful” in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same.
- (ix) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

A) Net banking:

The procedure for paying through Net banking will be as follows:-

- (i) Bidder selects Net banking option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid by bidder.
- (iii) Bidder clicks on "Continue" button
- (iv) The e-Procurement portal takes the bidder to Net banking payment gateway screen displaying list of Banks
- (v) Bidder chooses his / her Bank
- (vi) The Net banking gateway redirects Bidder to the Net banking page of the selected Bank
- (vii) Bidder enters his account credentials and confirms payment
- (viii) The Bank verifies the credentials and confirms with "successful" or "failure" message to the Net banking gateway which is confirmed back to e-Procurement portal.
- (ix) The page is automatically routed back to e-Procurement portal
- (x) The status of the payment is displayed as "successful" in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same.
- (xi) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

B) RTGS/ NEFT:

The bidder shall have the option to make the EMD payment via RTGS/ NEFT. Using this module, bidder would be able to pay from their existing Bank account through RTGS/NEFT. This would offer a wide reach for more than 90,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.

- (i) Bidder shall log into the client e-procurement portal using user id and password as per existing process and selects the RTGS/NEFT payment option.
- (ii) Upon doing so, the e-procurement portal shall generate a pre-filled challan. The challan will have all the details that is required by the bidder to make RTGS-NEFT payment.
- (iii) Each challan shall therefore include the following details that will be pre-populated:
 - a) Beneficiary account no: (unique alphanumeric code for e-tendering)
 - b) Beneficiary IFSC Code:
 - c) Amount:
 - d) Beneficiary bank branch:
 - e) Beneficiary name:
- (iv) The Bidder shall be required to take a print of this challan and make the RTGS/NEFT on the basis of the details printed on the challan.
- (v) It is advised that the bidder make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan atleast T+2 day (Transaction + Two day) two day in advance to the last day for validation on account / transaction period.
- (vi) In the event, bidders making the payment on the last day and same is not available for the bidders for validation on account of any reason whatsoever, Department, its banker or e-procurement service provider or payment gateway service provider would not be held responsible in any manner. In such cases, the bidders may not able to submit the tender.
- (vii) Post making the payment, the bidder would login to the e-Tendering portal and go to the payment page. On clicking the RTGS / NEFT mode of payment, there would be a link for real time validation. On clicking the same, system would do auto validation of the payment made.

**Executive Engineer/TG Mtc-VI,
for Chief Engineer/PTPS,
HPGCL, Panipat**

Instructions to bidder on Electronic Tendering System

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1. **Registration of bidders on e-Procurement Portal:** - All the bidders intending to participate in the tenders processed online are required to get registered on the centralized e-Procurement Portal i.e. <https://etenders.hry.nic.in> (Go to the link in top bar-How to.... – Register and Bid Online and download the file). Please visit the website for more details.
2. **Obtaining a Digital Certificate:-**
 - 2.1. The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
 - 2.2. A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://etenders.hry.nic.in>
 - 2.3. The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities need to be obtained for e-filing on the e-tendering portal
 - 2.4. Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt the data and sign the hash during the stage of bid preparation & hash submission. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised **to keep a backup of the certificate** and also keep the copies at safe place under proper security (for its use in case of emergencies).
 - 2.5. In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate / power of attorney / lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
 - 2.6. In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
 - 2.7. The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.
 - 2.8. Before submitting tenders, the instructions may be read carefully regarding submission of tender. If any bidder finds discrepancies or omissions in the tender documents or is in doubt as to the true meaning of any part, he shall clarify same from tender issuing office in writing before the due date of submission of the bid. No arguments on this account whatsoever shall be entertained after the last date & time of submission of tenders.
3. **Opening of an Electronic Payment Account:** - Tender document can be downloaded online. Bidders are required to pay the tender documents fees online using the electronic payments gateway service. For online payments guidelines, please refer to the Home page of the e-tendering Portal <https://etenders.hry.nic.in>.
4. **Pre-requisites for online bidding:** - In order to bid online on the portal <https://etenders.hry.nic.in> , the user machine must be updated with the latest Java. The link for downloading latest java applet is available on the Home page of the e-tendering Portal.

5. **Online Viewing of Detailed Notice Inviting Tenders:-**The bidders can view the detailed NIT and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <https://etenders.hry.nic.in>.
6. **Download of Tender Documents:** - The tender documents can be downloaded from the e-Procurement portal <https://etenders.hry.nic.in> or www.hpgcl.org.in
7. **Key Dates:** - The date and time shall be binding on all bidders. The tenderers can submit their quotations (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	Tender Authorization & Publishing	---	As per details on e-tender portal	As per details on e-tender portal
2	-----	Downloading of Tender Documents & Bid Preparation	As per details on e-tender portal	As per details on e-tender portal
3	Technical Opening (Part-I)	-	As per details on e-tender portal	
4	Short listing of Technical bids & Opening of Financial Bid (Part-II)		Will be intimated to the firms on their e-mail	

8. **Bid Preparation (Technical & Financial) Online Payment of Tender Document Fee, eService fee, EMD fees and Submission of Bid Seal (Hash) of online Bids:-**
 - 8.1. The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee can be made by eligible bidders/ contractors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT.
 - 8.2. The bidders shall **upload** their technical offer containing documents, qualifying criteria, technical specification, schedule of deliveries, and all other terms and conditions except the rates (price bid) in the part-I. The bidders shall **quote** the prices in price bid format.
 - 8.3. Submission of bids will be preceded by submission of the digitally signed & sealed bid (Hash) as stated in the time schedule (Key Dates) of the Tender.
9. **Tender Closing:-**
 - a) If bidder fails to complete the Online Bid Submission stage on the stipulated date and time, his/hers bid will be considered as bid not submitted, and hence not appear during tender opening stage.
 - b) From the starting date of tender downloading to final date of submission of bid, the bidder can rework on his bid number of times he wants. If bidder submits the revised bid including price bid, original bid will automatically deleted and this revised bid will become original bid. No revised bid will be submitted after Part-I (Technical Bid) is opened.
 - c) Complete bid will only be submitted after realization of tender document's fee and EMD.
 - d) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://etenders.hry.nic.in>.
 - e) For help manual please refer to the 'Home Page' of the e-Procurement website at <https://etenders.hry.nic.in>, and click on the available link 'How to..?' to download the file.

**Executive Engineer/TG Mtc-VI,
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INSTRUCTIONS TO THE BIDDERS

All tenderers must carefully observe the following instructions and offers/tenders not strictly in accordance with these instructions will be liable to rejection:-

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

The tender documents of only those bidders shall be considered who fulfill the following eligibility criteria and submit documentary evidences in support of the same:

The bidder should be Original Equipment Manufacturer / Supplier (OEM/ OES) or a registered vendor of HPGCL, as per Vendor Registration Policy for the specific category of the work.

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 Thermal/ Hydel Plant and have average annual turnover and other eligibility conditions mentioned below.

a) Experience for Execution of Work Order- Bidders must have successfully executed the Purchase Order (s) / Work Order (s) for the same or similar item (s) / work (s) during last 07 years ending last day of the month previous to the month in which applications are invited having minimum order value as:

- Single order of the value not less than/year Rs. 82,41,120/-(Inclusive of GST) OR
- Two orders of the value not less than/year Rs. 51,50,700/- each (Inclusive of GST) OR
- Three orders of the value not less than/year Rs. 41,20,560/- each (Inclusive of GST)

Note:

1. If the bidder has a work order for a period of more than one year, the period and the proportionate value of the order which have been completed prior to the month in which applications are invited (duly supported by successful completion/ execution certificate for the such period/ value) shall be taken into consideration for assessing the eligibility criteria.
2. 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 than 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 and purchase regulations 2015.

b) Turnover-Bidders must have average turnover in last 03 consecutive financial years ended prior to the financial year in which the applications are invite shall not be less than Rs. 103 Lac.

1. Other income shall not be considered for arriving at annual turnover.
2. 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.
3. The bidder shall submit certified copies for the same duly audited by Chartered Accountant.
4. In case the annual turnover of the firm is above Rs. one crore, than copy of on-line balance sheet submitted to Income tax Department will be required for that particular year.

c) The bidder should possess GST Number, PAN number and EPF, ESI registration and copy of the same to be attached with e-NIT.

d) The contractor should be registered under Contract Labour (Regulation & Abolition) Act, 1970 and possesses a valid labour license for deploying the workers on the work or will obtain the same within 15 days of issuance of work order, if required

Note:

- a) The tender documents of only those bidders shall be considered who fulfill the eligibility criteria / qualifying documents and submit documentary evidences duly attested in support of the same along with copy of performance certificate / repeat order from the same organization, if any.
- b) The firm should fill statement of bidders as per Annexure-XI and submit authentic supporting documents for proving its credential.
- c) Originals of any/ all documents submitted by bidders while tendering, may be asked for verification at the time of finalizing the tender or anytime thereafter.
- d) Decision of HPGCL regarding fulfillment of pre qualification requirement shall be final and binding upon the bidders.
- e) In case of service contracts, bidders who have successfully carried out erection, testing & commissioning and have minimum one year experience of Operation & Maintenance in the preceding 7 years of the equipment where the services are required will also be eligible.

2. **Disqualification of The Bidders / Tenderers:-**

- a) 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 in the proof of the qualification requirements.
- b) The Bidders shall supply partnership deed in case of partnership firm / Memorandum of Association and Article of Association in case of a company.
- c) Notwithstanding anything stated above Haryana Power Generation Corporation Ltd. reserves the right to assess the tenderer's capacity to perform the contract should the circumstances warrant such assessment in the overall interest of the Haryana Power Generation Corporation Ltd. In this regard the decision of corporation will be final.

3. **Opening of Tender:-**

- a) The tenders will be opened in the office of Executive Engineer/TG Mtc-VI, Unit-8, PTPS, Panipat in the presence of authorized representative of the tenderers, if they so desire, at the time and date set for opening of tenders or in case any extension was given thereto on the extended tender opening date and time. Tenderer's authorized representatives (up to two persons) may attend the opening.
 - b) The Price Bid (Part-II of the tender) shall be opened after Part-I of the tenders have been scrutinized and evaluated. The tenderers whose Part-I have been approved, will be allowed to participate in opening of Price Bid (Part-II). The due date and time for opening of Price Bid (Part-II) shall be informed later on.
4. Any information regarding tender can be had from the office of Executive Engineer/ TG Mtc-VI, Unit-8, PTPS, Panipat (xentg8.ptps@hpgcl.org.in) on any working day prior to last date of submission of tenders. The payment of Tender Document Fee and e-service Fee can be made online directly through Debit Cards & Internet Banking Accounts. The payment of Earnest Money can be made by eligible bidders/ contractors online directly through RTGS/ NEFT. Cost of tender and EMD in any other form shall not be accepted.
5. Before submitting tenders, the instructions may be read carefully regarding submission of tender. If any bidder finds discrepancies or omissions in the tender documents or is in doubt as to the true meaning of any part, he shall clarify same from tender issuing office in writing before the due date of submission of the bid.
6. Unless exempted specifically, tenders not accompanied with the prescribed EMD, cost of tender & e-Service fee shall be rejected. EMD/ Cost of Tender shall be in the prescribed mode of payment as asked in the NIT otherwise the tender shall be liable to be rejected.
7. The validity of the tender / offer shall be for 120 days from the date of opening of the price bid.
8. Haryana Government guidelines/instructions, practices and procedures for procurement of material at any level will be applicable.
9. Before tendering, the tenderer shall carefully study all the clauses and specifications of the tender documents. If tenderers have any doubt for the meaning of any portion of the tender specifications or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or needs clarification aspects, scope of work etc., he shall at once contact the authority inviting the tender for clarifications before submission of tender. No arguments on this account whatsoever shall be entertained after the last date & time of submission of tenders.
10. **Inspection of site of work-** Before tendering, the tenderer is advised to inspect the site of work & the environment and make acquaint with actual work and other prevalent conditions, facilities available, position of material and labour. No claim on this account, whatsoever, shall be entertained afterwards.
11. A certificate to the effect may be submitted that the tenderer is not black listed from any Public Sector undertakings of Central Govt. / State Govt. / SEBs / Corporations / any other reputed Thermal / Hydel Plant etc.
12. The bidder can revise his price bid any number of times but only before last date of submission of bid. All previous quotes are deleted & only the latest price quoted is visible to the purchasing authority on date of opening of price bid.
13. 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.
14. If the tenderer deliberately gives wrong information in his tender, HPGCL reserves the right to reject such tender at any stage.

15. The work as a whole will be allotted in a single part to the bidder who is overall lowest in the merit order considering all items of work.
16. In case due dates of sale / receipt /opening of tender happens to be holiday in PTPS/HPGCL, the needful will be done on next working day.
17. The committee nominated by HPGCL shall evaluate all the bids received against NIT on the parameter indicated under heading qualifying requirement. The decision of the committee shall be final.
18. No deviation shall be allowed. However, in case of deviation of taxes etc., the same be loaded for comparison purpose.
19. 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.
20. The bidders / contractors shall observe the highest standards of ethics during the submission of tender, procurement and execution of the contract. In case of evidence of cartel formation by the bidder(s) EMD is liable to be forfeited.
21. 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.
22. CE/ PTPS 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.
23. The tenderer shall quote the prices in English language and international numerals. The rates shall be in whole rupees and shall be entered in figures as well as in words. For the purpose of tender, the metric system of units shall be used.
24. All rates shall be quoted on the proper form i.e. price bid supplied as part of the tender documents on e-tender portal by the Department.
25. On acceptance of the tenders, the name of the authorized representative(s) of the tenders, who would be responsible for taking instructions from the Engineer-in-Charge and shall be communicated to the Engineer-in-Charge immediately after the allotment / start of work.
26. The Haryana Power Generation Corporation Limited does not bind itself to accept the lowest tender and reserves to itself the right to accept the whole or any part of the tender and the tendered shall be bound to perform the same at the rate quoted in this tender.
27. **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 Electricity project shall not be eligible to bid against the NIT of HPGCL, However;
 - a) In case the blacklisting of the firm is for a specific plant and not for the organization as a whole then such blacklisting will not tantamount to ineligibility of the bidder.
 - b) Blacklisting of the firm by any unit of the HPGCL shall be considered as ineligibility of the firm at any other project of HPGCL.
 - c) In case any firm was blacklisted for a limited period in past by any organization and presently such blacklisting has removed by such organization then it will not tantamount to ineligibility of the bidder.
 - d) Firm has to certify itself for its eligibility with supporting documents to participate in the NIT stating that it has not been blacklisted by any organization presently, however in case at a later stage such certification 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 HPGCL regulation 36 and 37."

**Executive Engineer/TG Mtc-VI,
for Chief Engineer/PTPS,
HPGCL, Panipat**

Scope of work

Replacement /Upgradation of DG Sets installed at Unit-6 & Unit-7&8 for compliance with CPCB /CAQM norms.

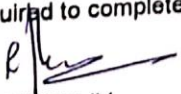
Scope of Work Mechanical:

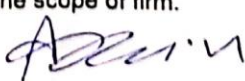
1. Arrangement of loading and unloading of the Cummins make DG Set using a suitable Hydra crane.
2. Complete preventive service of all three DG sets.
3. Replacement of engine oil, lube oil filters and air filters.
Replacement of old/deteriorated rubber parts, including coolant hoses, fuel hoses and air system hoses, etc. wherever required. All parts should be of Cummins make and firm will have to submit the proof of purchase of spares from OEM.
4. Shift the modified DG Sets from the existing site to the designated new installation location and shifting of old DG sets as per the instruction of site in charge.
5. Carry out all transportation, loading, unloading, and freight activities required for shifting the DG Set.
6. Dismantle the radiator before shifting and reinstall it after thorough cleaning and inspection.
7. Carry out fabrication and installation of the exhaust piping from the engine exhaust outlet up to the silencer.
8. Remove the alternator from the canopy, dismantle it, carry out complete servicing, and reinstall it after servicing.
9. Complete servicing of radiators, as the DG sets have remained unused for a long period.
10. Perform Cummins B-Check maintenance, including replacement of:
 - Lube Oil
 - Lube Oil Filter
 - Fuel Filters/Air Filters/ Super Bypass Filter
 Note: All parts should be of Cummins make and firm will have to submit the proof of purchase of spares from OEM.
11. Refill the cooling system with the recommended Cummins make coolant after completion of maintenance.
12. Installation of RECD device on three DG sets subject to statutory approval/acceptance and applicable norms as per CPCB.
13. Start the DG Set after installation and maintenance.
14. Carry out functional checks and load trial to verify satisfactory operation of the DG Set.
15. Spare support for 10 years shall be borne by the firm and firm shall support during the CTO (Consent to Operate) of DG sets.
16. Any other work required to complete the job will be in the scope of firm.

Replacement/Upgradation of DG Sets installed at Unit-6 & Unit-7&8 for compliance with CPCB/CAQM norms.

Scope of Work Mechanical.

1. Arrange loading and unloading of the Cummins DG Set using a suitable Hydra crane.
 2. Complete preventive service of all three DG sets.
 3. Replacement of engine oil, lube oil filters and air filters.
 4. Replacement of old/deteriorated rubber parts, including coolant hoses, fuel hoses and air system hoses, etc. wherever required.
 5. Shift the modified DG Sets from the existing site to the designated new installation location and shifting of old DG sets as per the instruction of site in charge.
 6. Carry out all transportation, loading, unloading, and freight activities required for shifting the DG Set.
 7. Dismantle the radiator before shifting and reinstall it after thorough cleaning and inspection.
 8. Carry out fabrication and installation of the exhaust piping from the engine exhaust outlet up to the silencer.
 9. Remove the alternator from the canopy, dismantle it, carry out complete servicing, and reinstall it after servicing.
 10. Complete servicing of radiators, as the DG sets have remained unused for a long period.
 11. Perform **Cummins B-Check** maintenance, including replacement of:
 - o Lube Oil
 - o Lube Oil Filter
 - o Fuel Filters/Air Filters/ Super Bypass Filter
 12. Refill the cooling system with the recommended Cummins coolant after completion of maintenance.
 13. Installation of RECD device on three DG sets. subject to statutory approval/acceptance and applicable norms.
 14. Start the DG Set after installation and maintenance.
 15. Carry out functional checks and load trial to verify satisfactory operation of the DG Set.
 16. Spare supports for 10 years shall be born by the firm & firm shall support during the CTO (Consent to operate) of DG sets.
- Any other work required to complete the job will be in the scope of firm.

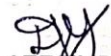

AEE/BMD-IV
Unit-6, PTPS Panipat

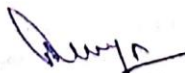

XEN/BMD-IV
Unit-6, PTPS Panipat

Replacement/Upgradation of DG Sets installed at Unit-6 & Unit-7&8 for compliance with CPCB/CAQM norms.

Electrical Scope of Work

1. Replace the existing **PCC2100 Controller(1 no)** with the latest **PCC3.3 Controller**, including all necessary wiring modifications, programming, and commissioning. In one no DG set lying as spare, controller stands already changed however its inspection & on-site general servicing (Overhauling already done) will be carried out by firm.
2. Carry out complete electrical connections associated with the PCC3.3 controller replacement.
3. Complete servicing and inspection of alternator to modified after shifting one no set from Unit 1 to 4(Disposal). General servicing and inspection of 2nd DG set lying In DG set House Unit-7&8. (Complete overhauling not required for this set).
4. Replacement of defective/worn-out parts where ever required.
5. Carry out all necessary wiring modifications, termination, programming, configuration, and commissioning of the new PCC3.3 controller wherever required.
6. Inspect and replace all engine wiring harnesses and associated electrical wiring, wherever required, to ensure reliable operation.
7. Carry out all necessary electrical connections between the engine, control panel & DG aux mcc.
8. Remove the alternator from the canopy and dismantle it for complete servicing (1 no which is to be shifted from Disposed Units).
9. Carry out complete servicing of the alternator, including replacement of all recommended service parts as per the manufacturer's maintenance schedule and inspection findings.
10. Reassemble, reinstall, align, and couple the alternator with the engine after completion of servicing, wherever required
11. Arrange loading, unloading, transportation, and freight of the alternator to and from the service facility.
12. Carry out insulation resistance (IR) testing, electrical testing, and performance testing of the alternator after servicing.
13. Commission both DG Set(one by one for system stability) and conduct load testing to verify the satisfactory performance of the engine, alternator, and control system.
14. Spare supports for 10 years shall be born by the firm.
15. Any other work required to complete the job to put DG sets in service for concerned Units, will be in the scope of firm.


AEE/EMD-VI

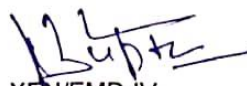

AEE/EMD-VI


XEN/EMD-VI

Replacement/Upgradation of DG Sets installed at Unit-6 & Unit-7&8 for compliance with CPCB/CAQM norms.

Electrical Scope of Work:

1. Replace the existing PCC2100 Controller with the latest PCC3.3 Controller, including all necessary wiring modifications, programming, and commissioning.
 2. Carry out complete electrical connections associated with the PCC3.3 controller replacement.
 3. Complete servicing and inspection of the alternator to be installed/ shifted.
 4. Replacement of defective/worn-out parts where ever required.
 5. Carry out all necessary wiring modifications, termination, programming, configuration, and commissioning of the new PCC3.3 controller.
 6. Replace the DG Set starting batteries with new batteries of the recommended rating.
 7. Inspect and replace all engine wiring harnesses and associated electrical wiring, wherever required, to ensure reliable operation.
 8. Carry out all necessary electrical connections between the engine and the control panel.
 9. Replacement of batteries for all three DG sets.
 10. Remove the alternator from the canopy and dismantle it for complete servicing.
 11. Carry out complete servicing of the alternator, including replacement of all recommended service parts as per the manufacturer's maintenance schedule and inspection findings.
 12. Reassemble, reinstall, align, and couple the alternator with the engine after completion of servicing.
 13. Arrange loading, unloading, transportation, and freight of the alternator to and from the service facility.
 14. Carry out insulation resistance (IR) testing, electrical testing, and performance testing of the alternator after servicing.
 15. Commission the DG Set and conduct load testing to verify the satisfactory performance of the engine, alternator, and control system.
 16. Spare supports for 10 years shall be borne by the firm. Mandatory spare list to be supplied at the time of completion of work.
- Any other work required to complete the job will be in the scope of firm.


XEN/EMD-IV,
Unit-6, PTPS Panipat.

For remote monitoring solution, Vigilar, fully compatible with the Cummins PCC 3.3 and PSO series controllers is required to be fitted on 2 nos. DG sets. The system shall provide secure, continuous and real-time connectivity of the genset to a centralized cloud-based monitoring platform, enabling remote monitoring and operational visibility irrespective of geographical location having automatic fault/alarm notifications through SMS and/or other configured communication channels, enabling timely identification of abnormal operating conditions, warning events, critical alarms and shutdown conditions. The platform shall support remote health monitoring, event logging, trend analysis and proactive maintenance, allowing the /service team to identify potential issues at an early stage and initiate corrective action before escalation into major equipment failure. The bidder shall facilitate command-center-based remote monitoring and technical support, enabling faster fault diagnosis, reduced troubleshooting time, improved maintenance planning and enhanced equipment uptime.

**Executive Engineer/TG Mtc-VI,
for Chief Engineer/PTPS,
HPGCL, Panipat**

GENERAL TERMS AND CONDITIONS

1. **Contract Agreement:** - The contractor shall execute a contract agreement with HPGCL on a NJSP of appropriate value within 7 days of receipt of work order as per Annexure-IX.
2. **Rate / Contract Price:** - Rate shall be quoted by the bidder, strictly as per rate quoting sheet and the agreed contract price shall remain firm during the currency of the contract. Any statutory taxes/ levies, if to be charged extra, should be clearly indicated by tenderer in their offer separately, failing which it will be presumed that the quoted prices are inclusive of all such statutory taxes/ levies.
3. **Earnest Money and Security Deposit:** -
 - a) Every tenderer, while submitting his tender, shall deposit the earnest money online.
 - b) The EMD furnished by successful tenderer on whom the work order is placed shall be converted into security deposits as a guarantee for faithful and satisfactory execution of work order.
 - c) The EMD of the unqualified bidders will be returned without any interest, as promptly as possible, within 30 days after declaration of qualification result and that of unsuccessful bidder within 15 days of the execution of the contract with the selected bidder.
 - d) The security deposit of the contractor shall be retained by HPGCL for faithful execution of the contract.
 - e) Security deposit shall be released only after successful completion of entire period of the contract and after completion of 90 days of guarantee / warrantee period on the certificate of Engineer In-charge for successful completion of guarantee / warrantee period and submission of requisite documents like last EPF/ ESI return by the contractor.
 - f) No interest shall be paid on EMD / Security Deposit for the period it remains deposited with HPGCL.
 - g) The earnest money/security deposit shall be forfeited in part or in full under the following circumstances:-
 1. If the tenderer withdraws his tender at any stage during the currency of validity period.
 2. If the work order has been issued but the contractor refuses to comply with it irrespective of the fact that HPGCL sustains any loss on account of such default or not.
 3. In the event of a breach of contract in any manner.
 4. In case of evidence of cartel formation by the bidder(s).
 5. 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.
 6. 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:** Terms of payment: a) 90% payment of value of work shall be paid after satisfactory completion of work.
b) Remaining 10% of the payment of the value of work shall be made after the completion of guarantee/warrantee period.
5. **Mode of Payment:** - Payment shall be released by the Sr. Accounts Officer, O&M-II, PTPS, Panipat through RTGS/NEFT. For payment through RTGS/NEFT, the contractor will intimate the complete bank details viz. Name of Bank/Branch, Account Number, Type of Account, IFSC Code etc, to Sr. Accounts Officer, O&M-II, PTPS, Panipat. Bank charges, if any, shall have to be borne by the contractor.
6. **Completion Period:** - 15 days after the issuance of Letter of Intent (LOI).
The contractor may have to do the work a number of times, if required till the work is found satisfactory and required parameters are achieved. To complete the work within the stipulated period, work will be carried out round the clock with full strength in all the three shifts, if required.
The quantum of any item of the scope of work may increase or decrease to any extent, as per the site requirement, subject to the limit that total contract value shall not exceed. Payment shall be not be made the work not done. In case of increase of quantum of work, 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/Deductions:-

- a) Time is the essence of the contract.
- b) The contractor shall ensure timely completion of the job as per stipulated completion period. In case of delay in completing the work/job, the penalty for delay @1% of the total contract value per day or part thereof subject to maximum of 10% of the contract value. Contract value means basic value of the contract exclusive of taxes and duties, if charged separately.
- c) In case of any leftover work/unsatisfactory work in the opinion of Engineer-in-charge, the work will be got done from some other agency on contractor's risk and cost after giving one day notice.

9. Documentation:- The contractor of the work shall ensure the following before submitting the bill to the division to avoid delay in payment of the contractor:-

- a) Contractor shall submit the monthly bill in triplicate to the concerned office
- b) The bill should be on the contractor's bill book duly serially numbered and bearing date of issue, contractor EPF code, ESI code, GST no., HSN code, PAN etc. A photo copy of the EPF code, ESI code, GST no. , HSN code, place of business with address and unique invoice no. suffix with PTPS, Labour license and PAN shall be attached with the 1st bill for reference and record.
- c) Self attested copy of the deposit challan of EPF & ESI contribution, labour welfare fund deposited by the contractor for the labour engaged for the work duly validated with dossier of workers and their account number in the appropriate prescribed Performa.
- d) Self attested copy of the attendance sheet, wages register and evidence of wage payment
- e) Certificate from Labour Welfare Officer / Factory Manager stating that contractor has complied with all labour laws and safety clearance certificate from safety officer. In case of non availability of Labour Welfare Officer/ Safety Officer, from EIC
- f) Guarantee / warrantee certificate on their letter head.

10. Performance Bank Guarantee: Unless agreed otherwise, contractor shall submit performance bank guarantee of nationalized bank equivalent to 10% of contract value in prescribed Performa valid up to one month after completion of warrantee period.

11. Guarantee/ warranty:

- a. The contractor shall provide warranty for the workmanship of the work done for a period 12 month from the date of completion of work/ 18 months from the date of commissioning of equipment(s) after overhauling whichever is earlier.
- b. During this period if some equipment(s), which have to be 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 cases 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 schedule date(s) of delivery.

13. Idle labour charges: -No idle labour charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour being rendered idle due to any cause.

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

15. Watch and ward: -The watch and ward of T&P and other material will be the responsibility of the contractor.

16. **Facilities to be arranged by contractor:-** The contractor shall make his own arrangement for providing all facilities like lodging, boarding, furniture and transportation etc. for his supervisors/staff engaged by him for the job.
17. **Statutory Deductions: -** Statutory deduction on account of Income Tax, GST (TDS) etc. including surcharge shall be made at source from the bills of the contractor at the prevailing rates.
18. **Factory act/ Minimum wages act/ Insurance act/ EPF act etc:-** Strict adherence of various applicable labour laws like the Factories Act, Minimum Wages Act, ESI Act, Payment of Wages Act, the Workman's Compensation Act, EPF Act, Contractor labour (Regulation & Abolition) Act, 1970 and all other statutory requirements as amended from time to time to the entire satisfaction of Central/State Govt. Authorities, shall be the responsibility of the Contractor and he shall have to make good loss, if any, suffered by HPGCL on account of default in this regard by the contractor. EPF/ESI contributions will be deposited by the contractor in his own EPF/ESI code no. in the respective account of the workers. The contractor will submit the copy of EPF/ESI challan to the Factory Manager, at the time of 90% payment along with corresponding list of workers.
19. **Insurance of workers:-** The contractor will be solely responsible for any liability for his workers in respect of any accident, injury arising out and in course of contractor's employment. To meet his aforesaid obligation under the workmen Compensation Act, The contractor may obtain W.C. Policy from the Insurance Company for the persons employed by him for carrying out the work. The premium payable for the aforesaid Insurance Policy shall be borne by the contractor. The contractor shall ensure that the said Insurance Policy of this insurance cover is required to be submitted by the contractor to Engineer-in-charge of work immediately after issue of LOI, but before the start of work.
20. **Safety rules:-** A Firm shall have to comply with all the provisions of safety rules. The Chief Safety Officer may impose penalty of Rs.200/- per day per head if the workers of contractor are found to be working carelessly without proper protective equipments in unsafe conditions. Against violation of any other clause, a penalty of Rs 500 /- per violation (minimum) shall be levied. In case of repeated violation of serious nature resulting in various serious accident or direct loss to the corporation /threatens to cause severe consequences, higher penalty rates may be imposed including suspension/ termination of the contract. If any action is initiated by Chief inspector of factories, Chandigarh or any other authority against occupier/factory manager or any other authority of HPGCL in case of any fatal/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) 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.
 - b) 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 the 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 Managing Director/HPGCL and the disputes will be dealt in accordance with provision of the Arbitrator and Conciliation (Amendment) Ordinance, 2015. 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.
23. **Set Off:-** Any sum of money due and payable to the supplier under the contract (including security-deposit returnable to the supplier) may be appropriated by the HPGCL and set-off against any claim of the Corporation for the payment of a sum of money arising out of under that or any other contract entered into by the contractor with the HPGCL.

24. **Subletting and Assignment:** - The contractor shall not, sublet, transfer or assign the contract or any part thereof or interest therein or advantage thereof in any part thereof in any manner whatsoever without prior consent of the HPGCL.
25. **Negligence:** -If the contractor neglects to execute the work with due diligence and expedition or refuses to do the work, then HPGCL may serve 07 days notice, in writing to the contractor to make good the failure within the stipulated time otherwise HPGCL shall be at liberty to take the work wholly or partially at the risk and cost of the contractor at a reasonable price. It shall be lawful for the HPGCL to retain any balance which may otherwise be due to the contractor on any account, if dues of the contract are not sufficient to cover the amount thus recoverable from the contractor and to recover the whole of the balance of the amount from the contractor by action at law or otherwise. The remedy under this clause will be in addition to and without prejudice to rights available to the HPGCL under other clauses of the terms and conditions.
26. **Loss of Plant / HPGCL property during execution of the work:** - The contractor shall ensure that no damage or loss is done to HPGCL / Plant property or any other agency in the jurisdiction of work site. In case, it is found that there is any loss to the plant equipment, HPGCL property or human being due to negligence of the labour / worker of the contractor, the same shall be made good to HPGCL by the contractor at his own cost.
27. **Breach of contract:-**
- If the contractor is unable to execute the work, any loss incurred by HPGCL in this respect will be to the contractor's account. HPGCL may also terminate the contract after giving a 07 days notice, if in its opinion; the work under the contract is not being done to its satisfaction. HPGCL also has the right to get the job done from a third party at the risk and cost of the first contractor till the expiry of the period of contract.
 - To recover damages as per penalty clause mentioned as above, if the said delay is not covered under the Force Majeure reasons.
 - To get the work done from any other agency after serving a notice of 07 days to the contractor at his risk and cost and without prejudice to the other provisions of the work order. In case of emergency or criticality of plant, notice period will be reduced up to appropriate time period.
 - To cancel the contract by giving 07 days notice & forfeit the security.
28. **Electricity / Air / Water:** - Electricity/ Air / Water will be provided free of cost at one point per unit as per requirement of job. HPGCL may provide suitable space for site store / temporary workshop free of charges to the contractor. The electricity for site store / office will be provided by HPGCL free of cost. The contractor will use electricity / air / water judiciously. However, contractor shall make his own arrangement for Diesel Generator set/welding set where electricity supply is not available.
29. **Accommodation:** - The contractor will be responsible for the accommodation of his employees / workers deployed for execution of work. However, if the accommodation is available with HPGCL the same may be allotted on chargeable basis as per HPGCL rules.
30. **Transportation of Material:-**
- The contractor shall make his own arrangement for transportation of the material from O&M stores to site of work, from site of work to O&M workshop, if required and return of scrap back to stores. The contractor shall also 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.
31. **Preservation & Storage of Material:** - All the material issued to the contractor by the HPGCL or brought by the contractor for its bonafide use shall be stored and preserved against any loss, damage, shrinkages or deterioration in any form. Any damage / loss suffered on this account shall be considered as loss due to wilful negligence on part of the contractor and shall be liable to compensate HPGCL for these losses suffered at penal rates to be determined by the HPGCL. The rates charged for the purpose of recovery shall be final and binding on the contractor.

32. **Telephone Facility:** - The successful contractor shall provide the phone facility to his supervisor to facilitate HPGCL for easy communication with the contractor. The phone Number shall be intimated by the contractor immediately after the award of the contract.
33. **Authorized Representative:-** The firm will intimate (in writing) the name of authorized representative at site to whom necessary instructions regarding the works can be imparted and who will make correspondence regarding contract related issues.
34. **Jurisdiction of Courts:** - The contract shall be deemed to have entered into at Panipat and all cause of actions in relation to the contract shall, therefore, be deemed to have arisen within the jurisdiction of Court of Panipat, Haryana or related high court of Punjab & Haryana, Chandigarh.
35. HPGCL reserves the right to cancel the work order at any time without assigning any reasons and will not be responsible and will not pay for any expenses or losses that may be incurred by the contractor towards preparation/mobilization for execution of the job against work order
36. **Supervision of Work:**
- The Engineer-in charge shall have the general supervision of work. The work shall have to be started by the contractor as per instructions of Engineer-in –charge or his authorized representative at any time on any working day. He has authority to stop the work whenever such stoppage is necessary to ensure the proper execution of the contract. He shall also have authority to reject all works or part thereof and give necessary direction to carry out work again to his satisfaction. No claim whatsoever on this account will be entertained.
 - The decision of Engineer-in-charge shall be final in regard to all matters relating to this contract.
 - The execution of the work may entail working at all the sites weather conditions and no extra claim will be considered on this account. The contractor may have to carry out jobs and work round the clock, as per the requirement to be decided by Engineer-in-charge. No extra claim/over time will be paid on this account.
 - In case the contractor fails to do the extra and/or substitute work, Engineer-in-charge will have the option to get the work done through another agency at the risk & cost of the contractor.
 - In case of any dispute, the contractor may represent in writing to the Engineer-in-charge whose decision shall be final and binding.
37. **Quantity Variation:** - The quantity/ frequency of any item mentioned in the scope is tentative and the same may increase or decrease up to any extent as per site requirement, however the total contract value shall remain unchanged. Payment shall be made as per actual work done.
38. Environmental laws: The firm shall strictly follow all the environment related laws as per prescribed norms/guidelines issued by Central/State statutory authority.
38. PTPS, Panipat is an ISO 9001, 14000 & OHSAS 18001 Certified Plant. The contractor has to comply with all the required guidelines/ regulation of all the three ISO.
39. GST: GST will be paid extra as applicable only to those firms that specifically quote for it.
40. **Submission of GST Documents & Compliances to be made by the Contractor:**
- It is to ensure that the all prospective bidders to submit copy of Registration Certificate under GST.
 - The following undertaking (on the letter head of bidder) to be made part of mandatory documents to be submitted by all bidders:
 - 1.1. GST registration no.....is valid on date.
 - 1.2. No default has ever been made by bidder in filling the various GST returns and deposit of GST dues with the department.
 - 1.3. Bidders having multiple registrations under GST will submit undertaking for each & every GST number. A default under a GST number even if the GST number pertains to some other state, will make the contractor ineligible to participate in tender.

In addition, the successful bidder will also submit the following undertakings in addition to above immediately after issue of work order and with the submission of each & every bill unless mentioned otherwise:

- 1.4. A CA certificate regarding validity of GST registration will be submitted every six months during the tenure of contract.
 - 1.5. Contractor will submit copies of GSTR I and GSTR 3B/challans as evidence to deposit of GST with certification that GST collected from HPGCL, to be specified in exact rupees, has been paid to Govt. vide this challan (specifying the challan no. & date of deposit) and returns filed (date of filing of return) includes the transaction of supply of Good or/and services to HPGCL.
 - 1.6. Contractor will inform immediately the HPGCL about initiation of any proceeding (if any) against him under the GST laws which may result in suspension or cancellation of GST number of the 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 Supplier/vendor.
 - 1.8. 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.
- iii) The GST Registration status of contractor will be verified from the official website **www.gst.gov.in**
 - iv) The address of contractor, the place from which supplies/work will be made or the invoice will be raised, mentioned in bid document should match with the GST registration number on the department's website. In case contractor is having multiple GST registration numbers, executive to ensure that GST number linked to place of contractor should be submitted to HPGCL.
 - v) Filling status of following returns is to be verified that the returns are being filed by contractor within due dates:

Return	Periodicity of filling	Return for
GSTR1	Monthly	Outward supplies
GSTR2A	Monthly	Its auto populated on GST portal on the basis of GSTR1 filed by vendor.
GSTR3B	Monthly	Payment of GST
GSTR9	Yearly	Compilation of outward and inward supplies/works, made during the FY
GSTR9C	Yearly	Analytical statement on GST returns certified by GST Auditor

- iv) All the undertakings, as specified in e-NIT, submitted by bidders will be verified. Failure to submit unconditional undertakings will render the bidder to ineligible at technical stage of evaluation
- v) Contractor is to verify that the invoice submitted to Executive wing is in performa as specified under GST law (Section 31 to 34 of CGST Act read with rules 46 to 55A of the CGST rules deal with the Tax invoice, Credit notes and debit notes) with correct GST number of HPGCL so that no difficulty is faced by HPGCL while claiming Input Tax Credit of GST due to incorrect GST number and also to reconcile the GST number and address of firm as per invoice with the GST number & address given in tender documents submitted by firm and the duly verified invoice will be submitted to accounts wing after verification of all above.
- vi) After the implementation of the invoice w.e.f. 01 Oct 2020 generation of e-invoice from common e-invoice portal for B2B supplies by person having aggregate annual turnover of more than 500 Crores has been made compulsory and w.e.f. 01 Jan 2021, generation of e-invoice for GST supplies by the person having aggregate turnover of more than Rs. 100 Crores has been made compulsory and w.e.f. 01.04.2021, generation of e-invoice for GST supplies by the person having aggregate turnover of more than Rs. 5 Crores is proposed to made compulsory. The supplier has to furnish e-invoice containing the invoice reference number (IRN) and QR code. It is worthwhile to note that any tax invoice including tax credit/debit note issued by such notified person for B2B suppliers without following the e-invoicing procedure shall not be treated as a valid document.

- vii) 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 there under ("GST Law"). Further, we also undertake that if the aggregate turnover of M/sexceeds the current threshold or revised threshold notified by Government of India at any future date, then we shall issue invoice and credit note in compliance with the required 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

Note:-

1. Unless agreed otherwise the above terms and conditions of the contract will form the part of the work order after finalizing the proposal. The word tenderer where ever used above shall be read as contractor. The non applicability / modification in the aforesaid clauses if agreed shall be mentioned / attached in / with the work order specifically.
2. Any other term not defined in instructions to the bidder or above terms and conditions should be interpreted as defined in HPGCL Purchase Regulation "2015".
3. The term "Bid" and "tender" and their derivatives ("Bidder / Tenderer" "Bidding / Tendering") are synonymous. Singular also means plural.

**Executive Engineer/TG Mtc-VI,
for Chief Engineer/PTPS,
HPGCL, Panipat**

TECHNICAL TERMS & CONDITIONS

- The bidders may visit PTPS, Panipat to see the scope of work before submission of tender.
- The RECD manufacturer should be among the list of manufacturers certified for Retrofit Emission Control Devices issued by CPCB.
- The bidder shall have complete technical responsibility and liability for any engine damage, abnormal engine performance, malfunction or premature failure directly attributable to the RECD system, its integration, calibration, control logic or installation during the warranty period.
- Any such failure attributable to the RECD shall be investigated jointly by the bidder and the purchaser, and the bidder shall be responsible for rectification/replacement of the affected components in accordance with the contractual warranty provisions, without additional cost to the purchaser.
- The bidder shall also submit an OEM confirmation that the proposed retrofit solution is approved for the specific engine model/application and that the existing engine warranty/protection requirements will not be compromised by the retrofit installation.
- Noise and vibration validation test report of any one KVA should be submitted by the bidder issued by ARAI and ICAT highlighting the noise with RECD is less than or equal to noise with silencer with maximum 1% tolerance in noise level.
- The bidder shall ensure that all parts, components, assemblies, sub-assemblies, consumables and accessories offered/supplied against this tender are Cummins certified/approved for the specific equipment/engine/application for which they are intended.
- The bidder shall submit the invoice of purchase of spares from OEM i.e. M/s Cummins India Limited before their fitment reflecting that each offered part is genuine and technically compatible with the specified equipment/model.
- Eligibility Criteria
 - The manufacturer of should be ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018 certified Company and should be member of following:
 - (a) Auto motive Research Association of India, Pune.
 - (b) International Centre for Automotive Testing (ICAT), Manesar.
 - (c) Indian Institute of Petroleum (IIP) – Dehradun, Uttarakhand.
 - (d) Vehicle Research Development Establishment (VRDE) – Ahmednagar, Maharashtra.
- The contractor will arrange all the T&P (Whether heavy or light) required for smooth execution of the complete job.
- The contractor has to make his own arrangement including leads, screws, oil, brushes, petrol/ diesel for cleaning, bulbs, wires & holders etc. for temporary lighting at work place.
- All tools & tackles like spanners, box-spanner, allen key set, hydraulic jacks, personnel protective equipments for safety of workers, safety belt, scaffolding material and other general-purpose tools and tackles etc. have to be arranged/ provided by the contractor.
- The firm shall complete the entire work within the time given by Engineer In-charge. To achieve this work the firm has to work round the clock.
- Electricity, water, air will be provided free of cost at the nearest point available. Further connections of the same shall however, be made by the contractor upto the site of works at their own cost.
- Due to non-availability of the facilities of electricity, air etc. required for completion of the job at the working place, then the arrangement for the same will have to be made by the contractor at their own level.

- Accommodation, if available in field hostel will be provided by HPGCL on chargeable basis.
- Any miscellaneous work not mentioned in scope but is essential for completion of work mentioned in the scope, shall be deemed to be in the scope of contractor.

**Executive Engineer/TG Mtc-VI,
for Chief Engineer/PTPS,
HPGCL, Panipat**

IMPLEMENTATION OF LABOUR LAWS BY THE CONTRACTOR

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 GOY1. , 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 vii. Register of Workman employed (Section -75), Issuing of Employment Cards (Section 76), Service Certificate (Section 77), Register of wages (Section 78 (a) to (d)), Attendance 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 (A) 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 N1SP 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 GOY1. 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 pan 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 of appropriate 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----- against

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 (for ARC/AMC).

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 upto 15th of due month failing which interest and damages will be charged., Copy of the deposit challan 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. The monthly return on R-I form by mentioning the social security No. of each worker which may be obtained from EPF Department shall also be submitted in the office of Regional Commissioner and copy of the same shall be submitted to the officer in charge of the work! Accounts Branch. The contractor possessing the EPF Code of out of State of Haryana where R-(form is not applicable/introduced, they will supply the Form 3A, 6A, 12A, 5, 10 as applicable in that State by the EPF Department. 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 , 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.10,000/- , 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 contractor will get their ESI code.

It is also responsibility of the contractor to get the facilities as provided under ESI scheme, extended to their workers viz. issuance of ESI Cards, filing the Returns on prescribed Form- 6 on due dates i.e. 12 May, 11 November, every year in local ESI office., otherwise he will be prosecuted by the ESI Department as provided in the ibid Act. In case of non issuance of ESI Cards, the workers, will not get the medical facilities / pension benefits to the widow which are 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 Government Labour Department Gazette Notification dated 4th April, 2007, i.e. contractors are required to deduct Labour Welfare Fund @ Rs.5/- from each worker and deposit the same with Employer's share @ Rs. 1 0/- per worker (total Rs.15/- each worker) with the Welfare Commissioner, Haryana , Chandigarh in shape of Demand Draft in their favor 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) A penalty @1 % of the total value shall be levied for non timely payment of wages, deposit of EPF ,ESI etc.

**Executive Engineer/TG Mtc-VI,
for Chief Engineer/PTPS,
HPGCL, Panipat**

FORMAT OF GUARANTEE / WARRANTTY CERTIFICATE**(To be submitted on letter head of the firm)**

Certified that I, _____ S/o _____
R/o _____ on behalf of _____ registered office at _____
do hereby undertake to finish
guarantee/warrantee period of _____ from the date of completion of work done by the
firm/company vide Work Order No. _____ dt. _____ issued by the
Executive Engineer / TG Mtc-V, Unit-7, HPGCL, PTPS, Panipat vide memo no.
_____ dt. _____ in case any defect/damage found in the material
used by us or work done by us during the period of Guarantee/warrantee.

We undertake to replace the defective material or remove the defect free of cost to HPGCL
within the shortest possible time not more than a week after receipt of information of defect.

(AUTHORISED SIGNATORY)**With office seal**

CONTRACT AGREEMENT

This contract agreement entered in to this _____ day of the month of _____, 2023 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 PTPS, 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 on behalf of HPGCL

In presence of witness

In presence of witness

Witness

Witness

Acceptance Certificate

I _____ Designation _____

of (Name of the Company) _____

hereby accept all the terms and conditions given in the above tender document.

For M/s _____

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

GST No.

6.

Bank Details (attached signed cancelled cheque)
- a.

Bank Name & Address
- b.

Bank Account Number
- c.

Bank Branch Code
- d.

IFSC Code of Branch
- e.

Nature of account (current/saving/OD/CC)
7.

Main Lines of Business
- a.

since
- b.

since
- c.

since

8.

Annual Turnover of past three year
- a.
- b.
- c.

9.

Past Experience:-
- | Name of Organization | Period | Reference of Contract | Order Value contract wise |
|----------------------|--------|-----------------------|---------------------------|
| | | | |
| | | | |
| | | | |

10.

Any other: -

Signature & Stamp of Bidder

Name & Designation of Authorized Bid Signatory

Technical Check List Format**(To Be Filled Online Only)**

Sr. No.	Technical Specification	Bidder Response (Yes or No)
1	Tender cost with e-service fees @ Rs. 2,360/-	YES / NO
2	Earnest Money Deposited @ Rs. 2,06,028/- Or documentary proof of EMD exemption documents	YES / NO
3	Acceptance of all terms & conditions of tender (Annexure-X)	YES / NO
4	Documentary proof of OEM/ OES / registered vendor of HPGCL for the specific category (Annexure-III)	YES / NO
5	Copy of successfully executed work orders for same or similar item during last 7years ending last day of the month previous to the month in which applications, are invited in 110 MW units or above capacity power plants and having minimum order value as under: Single order of the value not less than/year Rs.82,41,120/- (Inclusive of GST) OR Two orders of the value not less than/year Rs. 51,50,700/- each (Inclusive of GST) OR Three orders of the value not less than/year Rs. 41,20,560/- each (Inclusive of GST)	YES / NO
6	Documentary Proof for annual turnover certificates as per NIT.	YES / NO
7	Documentary Proof for GST registration number.	YES / NO
8	Documentary Proof for permanent account (PAN) number.	YES / NO
9	Documentary Proof for EPF registration	YES / NO
10	Documentary Proof for ESI registration	YES / NO
11	Documentary Proof for valid labour license or undertaking to obtain the same within 15 days of issuance of LOI/ work order	YES / NO
12	Authority letter in the name of the Authorized Person who has signed the Tender Document / Price Bid on behalf of the Contractor / Company.	YES / NO
13	The certificate to the effect that the tenderer is not black listed from any Public Sector Undertakings of Central Govt. / State Govt. / State Electricity Boards / Corporations.	YES / NO
14	Statement of bidders duly filled (Annexure-XI)	YES / NO

Signature of Contractor

FORMAT OF PRICE BID

(Basic Unit Rate is to be quoted through online price bid only)

Sr. No.	Description of work	No.	Unit Rates (Rs.)	Amount (Rs.)
1	Dismantlement/shifting/assembling/installation of 2 nos. DG sets lying in Stage-I of PTPS to Unit 6 and Unit 7 & 8 (one each) as per scope of work attached. Dismantlement and shifting of 2 nos. obsolete spared DG sets from unit -6 and unit 7 & 8 (one each) to disposal yard of PTPS. Complete Servicing of 2 nos. DG sets (engine and alternator) Supply and installation of PCC 3.3 controller of Cummins make on 02 DG sets shifted to Unit -6 and Unit 7 & 8 along with fitment of Vigilar and other related required services as per scope of work. Supply of hoses, engine oil, filters, rubber parts as per scope of work. Supply and fitment of RECD device at 03 DG sets in Unit 6 (One no.) and Unit 7 & 8 (2 nos.) for compliance with CPCB/CAQM norms. Servicing of 1 nos. DG sets (engine only) already lying in Unit 7 & 8 and other related required services as per scope of work. All work is to be carried out as per attached scope of works and terms and conditions).	1		
Amount				
GST @18%				
Grand Total inclusive of GST				

Note:

1. Only basic unit rate against each item is required to be quoted by the firm.
2. The GST amount and total amount including GST i.e. @18 % (present rate) will be calculated automatically by the system.
3. The Bidders are required to quote the rates strictly as per the Rate Quoting Sheet after carefully going through the complete tender documents.