

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



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

TENDER DOCUMENT

FOR


**“TWO YEARS RATE CONTRACT FOR RUNNING MAINTENANCE OF BALL
TUBE MILLS (BBD-4760), GRAVIMETRIC FEEDERS ETC. OF 210MW, UNIT-6,
PTPS, PANIPAT”**

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

**Telephone No.: 08222023848
E-mail Id: xenbmd6.ptps@hpgcl.org.in**

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 HPGCL <small>AN ISO- 9001, ISO- 14001 AND OHSAS-18001 CERTIFIED COMPANY</small>	PANIPAT THERMAL POWER STATION, PANIPAT Village Assan Kalan, Assandh Road, Panipat-132105 (Haryana) (a unit of Haryana Power Generation Corporation Limited) (Regd. Head Office: C-7, Urja Bhawan, Sector-6, Panchkula) Corporate Identity Number: U45207HR1997SGC033517 Website: www.hpgcl.org.in Email: xenbmd6.ptps@hpgcl.org.in Mobile No. 8222023848
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e-Tender Press Notice

DEPARTMENT: PANIPAT THERMAL POWER STATION, PANIPAT, HARYANA POWER GENERATION CORPORATION LIMITED, HARYANA	
<p>Notice Inviting Tender No. Ch-30/PTP/U-6/BMD-50/Vol-XXXV, Dated:19.10.2024 Dept/HRY.</p> <p>e-tenders in two parts are invited on behalf of Haryana Power Generation Corporation Limited (HPGCL), PTPS, Panipat from the eligible contractors online on the website: https://etenders.hry.nic.in for the work detailed in the table.</p>	
Name of Work:	Two Years Rate Contract for Running Maintenance of Ball Tube Mills (BBD-4760), Gravimetric Feeders, Seal Air Fans etc. of 210MW, Unit-6, PTPS, Panipat.)
Cost of work	Rs. 101 Lakhs (Including GST@ 18% present rates)
Time Limit	24 Months
Tenders to be received till 1800 hours on dated 08.11.2024	
<ol style="list-style-type: none"> 1. Bidder shall pay Rs. 1180/- as an E-Service fee through Net Banking in favour of the “Society for IT initiative fund for e-Governance” payable at Chandigarh. 2. For further details and an e-tendering schedule please visit the website http://etenders.hry.nic.in 	

Executive Engineer/BMD-IV, Unit-6,
For Chief Engineer,
PTPS, HPGCL, Panipat
Phone No: 8222023848

 HPGCL <small>AN ISO: 9001, ISO: 14001 AND OHSAS-18001 CERTIFIED COMPANY</small>	PANIPAT THERMAL POWER STATION, PANIPAT Village Assan Kalan, Assandh Road, Panipat-132105 (Haryana) (a unit of Haryana Power Generation Corporation Limited) (Regd. Head Office: C-7, Urja Bhawan, Sector-6, Panchkula) Corporate Identity Number: U45207HR1997SGC033517 Website: www.hpgcl.org.in Email: xenbmd6.ptps@hpgcl.org.in Mobile No. 8222023848
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DETAIL NOTICE INVITING e-TENDER

e-tenders in two parts are invited on behalf of Haryana Power Generation Corporation Limited (HPGCL), PTPS, Panipat the bids from the eligible contractors/bidders who have created login ID on the portal <https://etenders.hry.nic.in> and <http://works.haryana.gov.in> through online bids on the website for the work detailed in the table below.

Sr. No.	Name of work	Cost of work	Earnest money(For unregistered bidders only) (in Rs.)	Cost of bid document (in Rs.)	Time limit	Date and time for bid Submission.
1	2	3	4	5	6	
1.	Two Years Rate Contract for Running Maintenance of Ball Tube Mills (BBD-4760), Gravimetric Feeders, Seal Air Fans etc. of 210MW, Unit-6, PTPS, Panipat.) (Haryana)	Rs. 101 Lakhs (Including GST@ 18% present rates)	Rs. 2,02,339/-	Rs. 1,180/-	24 Months	08.11.2024 Up to 1800 hrs.

1. Bidders registered on the portal <https://works.haryana.gov.in> are not required to deposit any earnest money and are required to submit an earnest money declaration form as per Annexure-XX of the bidding document.
2. Interested bidders are encouraged to get themselves registered as contractors on the portal <https://works.haryana.gov.in>.
3. Interested bidders must have a contractor ID on <https://works.haryana.gov.in>.
4. Cost of tender document fee: **Rs. 1,180.00/-** (*non-refundable*) (to be submitted online).

Executive Engineer/BMD-IV, Unit-6,
For Chief Engineer,
PTPS, HPGCL, Panipat
Phone No: 8222023848



AN ISO: 9001, ISO: 14001
AND OHSAS-18001 CERTIFIED COMPANY

PANIPAT THERMAL POWER STATION, PANIPAT

Village Assan Kalan, Assandh Road, Panipat-132105 (Haryana)

(a unit of Haryana Power Generation Corporation Limited)

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

Corporate Identity Number: U45207HR1997SGC033517

Website: www.hpgcl.org.in

Email: xenbmd6.ptps@hpgcl.org.in

Mobile No. 8222023848

KEY DATES

1.	Date of Issue of Notice Inviting Bid	:	19.10.2024
2.	Period of availability of Bidding Documents on website http://etenders.hry.nic.in	:	From 19.10.2024 at 1000hrs to 08.11.2024 at 1800hrs
3.	Time, Date of Pre-bid Meeting	:	Not Applicable
4.	Deadline for Receiving Bids Online	:	08.11.2024 at 1800hrs
5.	Opening of Bids (Tender Document fee & Earnest Money Declaration Form)	:	12.11.2024 at 1800hrs
6.	Time and Date for opening of Part-I of the Bid (Technical Qualification Part)	:	12.11.2024 at 1800hrs
7.	Time and Date of opening of Part-II of the Bid (Financial Part) of the Bidders who Qualify in Part I of the Bid.	:	To be intimated
8.	Last Date of Bid Validity	:	As per clause No. 4 Annexure-X
9.	Officer inviting Bids	:	Executive Engineer / BMD-IV, Unit-6 [CE PTPS, Panipat] Haryana Power Generation Corporation Limited

Executive Engineer/BMD-IV, Unit-6,
For Chief Engineer,
PTPS, HPGCL, Panipat
Phone No: 8222023848

PRE-QUALIFYING REQUIREMENTS (PQRs)/ ELIGIBILITY CONDITIONS FOR THE TENDERERS: -

The tender of only those bidders shall be considered who will produce the documentary proofs in support of the following qualifying criteria: -

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 Plant and have average annual turnover and other eligibility conditions as given below:

Experience of Execution of Work Order

- A) Bidders to have successfully carried out the work of maintenance of Bowl or Ball Tube Coal Mills, Coal Mill reject systems & Coal handling plant systems of generating Units of 110 MW or above and should have a minimum 01-year experience in the preceding 10 years.
- B) Experience of Execution of Work Orders: -
Bidders must have successfully executed the Work Order(s) of the same or similar works during the last 10 years ending the last day of the month previous to the month in which applications are invited having minimum order value as under: -
 1. Single order of the value not less than **Rs. 21,43,500/-** or
 2. Two orders of the value not less than **Rs. 17,14,800/-** or
 3. Three orders of a value not less than **Rs. 12,86,100/-**

Note:

- a) If the bidder has a Work order for a period of more than one year, the period and proportionate value of the order have been completed prior to the month in which applications are invited (duly supported by successful completion/execution certificate for such period/value) shall be taken into consideration for assessing the eligibility criteria.
 - b) The firm has to submit the completion/satisfactory performance certificate along with a copy of work orders issued by the concerned employer clearly mentioning in it the name of work, Contract Value, billing amount, date of commencement of works, satisfactory performance of the Contractor and any other relevant information or copy of the repeated work orders from the same agency/enterprises/power plant etc. as a proof of satisfactory execution of work.
- A) **Turnover:**
Bidders must have an average annual turnover in the last 03 consecutive financial years ended prior to the financial year in which the applications are invited shall not be less than **Rs. 42,86,835/-**.
- a) Average Annual Turnover is the sum of the Annual Turnover of the preceding 03 years / 03 (As per Audited accounts).
 - b) Other income shall not be considered for arriving at annual turnover.
 - c) In the 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 practising chartered accountant shall be considered acceptable.
 - d) In case the annual turnover of the firm is one crore or above, than the copy of on-line balance sheet submitted to Income tax Department will be required for that particular year.
- B) The bidder should possess PAN card, EPF Account Number, ESI Registration Number and GST Registration Number.
- C) The contractor should be registered under the Contract Labour (Regulation & Abolition) Act, 1970 and possess a valid labour license from the Labour Department of Haryana for deploying the workers on the work or the bidder has to give an undertaking that he will obtain the same within 15 days of issuance of work order, if required.
- D) 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.
- E) A certificate to the effect that the tenderer is not blacklisted from any Public Sector undertakings of Central Govt./State Govt./SEBs/Corporations has to be furnished by him.
- F) The decision of the HPGCL regarding the fulfilment of pre-qualification requirements shall be final and binding upon the bidders.

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Executive Engineer/BMD-IV, Unit-6,
For Chief Engineer, PTPS, Panipat

**Online submission of bids through an e-tendering system and
General Instructions to Bidders**

1. Download of Tender Documents:

The tender documents can be downloaded from the web portal of e-tendering <https://etenders.hry.nic.in> or HPGCL's website www.hpgcl.org.in.

2. Pre-requisites for online bidding:

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

3. Online Viewing of Detailed Notice Inviting Tenders:

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

4. Submission of tender:

The tender shall only be submitted on the centralized e-Procurement Portal i.e. <https://etenders.hry.nic.in>. No other form of tender shall be entertained.

5. Bid preparation (Technical & Financial) Online Payment of Tender Documents Fees, e-service fees, 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 Payment for EMD can be made online directly through RTGS/NEFT over the counter. For online payment guidelines Home page of the e-tendering portal <http://etenders.hry.nic.in> may be referred.

ii) The Executing Engineer in charge of inviting the bids or its authorized representative will open the bids online on the due date in the presence of the bidders or their representatives who choose to attend at the time, date and place already specified i.e. in the office of **Executive Engineer / BMD-IV, Unit-6, PTPS, HPGCL, Panipat.**

iii) The amount, form and validity of the cost of the bidding document and Earnest Money furnished with each bid will be announced. If the cost of bidding documents and Earnest Money furnished does not conform to the amount and validity period as specified in the invitation for Bids and has not been furnished in the form specified above, the remaining technical bids will not be opened and will be disqualified for the opening of their financial bids. Similarly for registered bidders, a bid not accompanied by the HEWP's Earnest Money declaration form, shall be rejected and the technical bid will not be opened.

6. Key Dates:

i) The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders.

ii) The date and time shall be binding on all bidders.

iii) 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.

7. If bidders fail to complete the Online Bid Submission stage on the stipulated date and time, his/her bid will be considered as a bid not submitted and hence not appear during the tender opening stage.

8. If the tenders are cancelled or recalled on any grounds or due to any technical reason, the tender document fees & e-service fee will not be refunded to the agency. However, EMD shall be refunded.

9. Unless exempted specifically, tenders not accompanied by the prescribed EMD / Cost of the tender shall be rejected. EMD / Cost of Tender shall be in the prescribed mode of payment as asked in the e-NIT otherwise the tender shall be liable to be rejected.

10. The validity of the tender/offer shall be for 120 days from the date of opening of the price bid.

11. The bidders/contractors shall observe the highest standards of ethics during the submission of the tender and execution of the contract. In case of evidence of cartel formation by the bidder(s), EMD is liable to be forfeited.

12. The bidder shall bear all costs including bank charges, if any, associated with the preparation and submission of his bid and the bidder will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

13. CE/PTPS reserves the right to cancel the e-NIT or to change/modify the tender as a whole or in parts or to reject any or all the tenders so received without assigning any reason and will not be responsible & will not pay for any expenses or losses that may be incurred by the tenderer in preparation of the tenders/offers.

14. **Preliminary Information for bidders:** These conditions will overrule the conditions stated in the tender documents, wherever relevant and applicable.

a) **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> and <https://works.haryana.gov.in>. Please visit these websites for more details.

b) **Obtaining a Digital Certificate:**

- i) 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. A Certifying Authority (CA) is a person who has been granted a license to issue a digital signature certificate under Section 24 of the Indian IT Act 2000.
- ii) 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 at <https://etenders.hry.nic.in> and click on the available link "Information about DSC".
- iii) The bidders may obtain a Class-II or Class-III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities needs to be obtained for e-filing on the e-Tendering Portal.
- iv) 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 a 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).
- v) In the 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 the 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.
- vi) 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.
- vii) 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.
- viii) 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>.
- ix) If the bidder fails to complete the Online Bid Submission stage on the stipulated date and time. His/her bid will be considered as a bid not submitted, and hence not appear during the tender opening stage.
- x) For any 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 "[Help for Contractors and Bidder Manual Kit](#)" to see Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Procurement Portal.
- xi) Before submitting tenders, the instructions may be read carefully regarding the submission of the 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 the same from the tender issuing office in writing before the due date of submission of the bid.

15 **Disqualification of the Bidder: -**

- i) Even though the bidders meet the prescribed pre-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.
- ii) Notwithstanding anything stated above, HPGCL reserves the right to assess the tenderer's capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of HPGCL. The decision of HPGCL in this regard, will be final.

16 All other relevant information related to the contract can be taken from the office of Executive Engineer / BMD-IV, Unit-6, HPGCL, PTPS, Panipat (or through email id: xenbmd6.ptps@hpgcl.org.in) on any working day prior to last date of submission of tenders.

17 Selection preference of the tendered work may be allowed as per the policy of the State Government to the Industrial Units located in Haryana on the lowest valid rates if the tenderer so claims with requisite documentary evidence.

- 18 Before tendering, the tenderer shall carefully study all the clauses and specifications of the tender documents. If tenderers have any doubt about 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 need 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.
- 19 **Inspection of site of work:** Before tendering, the tenderer is advised to inspect the site of work & the environment and 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.
- 20 Tenders through Fax/e-mail/telegraphic tenders shall not be considered. Incomplete, obscure or irregular tender is liable for rejection.
- 21 No deviation shall be allowed. However, in case of deviation of taxes etc., the same be loaded for comparison purposes.
- 22 The Bidders shall supply a partnership deed in case of a partnership firm/Memorandum of Association and Article of Association in case of a company.
- 23 The firm should fill statement of bidders as per **Annexure-XIV** and submit authentic supporting documents to prove its credentials.
- 24 The offer/tender should be typed or written in ink. Offer/tender written in pencil shall be ignored. No alterations, omissions, erasers or whitening, additions or rewriting shall be permitted. Changes if any, shall be affected only by the cancelation of original writing by striking and rewriting it alongside duly initialed by the person signing the bid. In case, there is a discrepancy between the amounts 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 an increase in prices.
- 25 The application for bidding along with the terms & conditions of the contract and its annexure should be submitted in duplicate duly filled up completely and signed on each page by the tenderer. Work offered should be strictly according to the specifications laid down in **Annexure-IV to X** to all Technical terms & conditions/scope of work of the e-NIT. Unless a deviation from the specifications is pointed out by the tenderer specifically, it will be presumed that the offer/tender conforms to the specifications as laid down in **Annexure-IV to X**.
- 26 Tenders should comprise of two parts i.e. PART-I (Technical Bid) & PART-II (Price Bid) addressed to Executive Engineer/BMD-IV, Unit-6, PTPS, Panipat.
- a) **PART-I i.e. technical bid (named as Technical Envelop):**
- i) It shall comprise of qualifying documents, General Conditions of contract, Technical Particulars & Credentials in support of qualifying criteria, detail of Tender documents fee, Earnest money deposited & e-Service Fee online deposited except the rates to be quoted and deviations if any, will be opened on due date & time.
 - ii) The file containing the PART-I of the bid will be opened first.
 - iii) The bids shall be evaluated by a tender scrutinizing/evaluation committee which will generated online on the portal.
 - iv) As per system/portal online settings, the PART-II i.e. price bid cannot be opened on that date. 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.
 - v) The Executing Engineer In-Charge shall hoist the result of the technical evaluation of the bids along with the reasons for rejection of PART-I of the bid (Technical bid) on the website. The due date and time for the opening of Price Bid (PART-II) shall be informed later on.
 - vi) The tender documents shall be downloaded & their printouts may be taken accordingly. The tender opening committee members shall put their dated initials on all the pages and also encircle the rates quoted under their dated initials. Any alteration or cuttings in the rates and/or any important terms & conditions noticed at the time of opening of tenders, shall be specifically recorded by indicating the final quoted rate in the figure as well as in words.
 - vii) The technical bid will be evaluated on the basis of the documents submitted online by the bidders. Clarification can also be sought up to the extent of clearing any doubt for the documents already submitted online by the bidders. Immediately, upon receipt of these clarifications, the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration.
- b) **PART-II i.e. Price Bid:**
- i) It shall comprise of Price Bid / Bill of Quantities (BOQ) only and will be opened at a subsequent date to be fixed by the competent authority only of those bidders who qualify the e-NIT Tender PART-I qualifying requirements after checking, scrutinizing and evaluating by the committee.
 - ii) The Basic unit rate excluding GST is required to be quoted only by the firm in the online commercial envelope i.e. price bid/BOQ. The total amount including GST (as per the applicable rate at that time) will be calculated automatically by the system.
 - iii) The bidder's names, the Bid prices, the total amount of each bid and such other details as the Executing Engineer In-Charge may consider appropriate will be notified at the time of bid opening.

- iv) The bidder can revise his price bid any number of times but only before the last date of submission of a bid. All previous quotes are deleted & only the latest price quoted will be visible to the tender issuing/opening authority on the date of opening of the price bid. Suo-moto revised price bid/supplementary PART-II will not be accepted after the last date of submission of the tender. However, in case a revised price bid is submitted by the bidder suo-moto but prior to the due date of submission of the tender, then the revised price bid only, shall be considered and opened by the concerned authority.
27. Rates shall be quoted by the tenderer online, strictly as per the format of the price bid supplied online. The format of the same is annexed at annexure-VI&VII. No deviation in terms shall be allowed.
28. The quoted rates shall remain FIRM during the contract period including extension period (if any). Ordinarily the deviation in terms shall not be considered.
29. No provision for price escalation is made on any account. The price quoted by the tenderer shall be FIRM till the contract is completed. The tenderer's acceptance of this condition should be indicated along with the Bid. Rates shall be quoted by the tenderer in concurrence with rate quoting sheet. Ordinarily the deviation in terms shall not be considered.
30. The rate negotiations shall be held as per Haryana state government negotiation policy in vogue.
31. The negotiations for rate could be held up to L₃ bidder, if the difference between the L₁ quoted rates and those quoted by L₂ and L₃ is within 5% of the L₁ quoted rates. In case where the L₁ bidder refuses to further reduce his offered price and the L₂ or L₃ bidders come forward to offer a price which is better than the price offered by L₁ bidder, the bidder whose price is accepted becomes L₁ bidder. However, in such a situation, the original L₁ bidder shall be given one more opportunity to match the discounted price. In case of acceptance, he would be treated as L₁ bidder.
The merit order of L₁, L₂, L₃ bidder will be decided with overall/total value quoted by the respective bidders.
The work as a whole will be allotted in a single part to the bidder who is overall lowest in the respective bidders or the whole work against this tender shall be awarded to a single firm whose overall quoted / equated rates are lowest for the complete package.
32. In case due dates of opening of tender happens to be holiday in PTPS/HPGCL, the needful will be done on next working day.
- 33 Any other statutory taxes/levies, if to be charged extra, should be clearly indicated by tenderers in their offer separately and to be attached, failing which it will be presumed that their quoted price are inclusive of all such statutory taxes / levies.
- 34 Contractor authority shall put dated initials on each page of the work order including the above terms and conditions printed on both side of the paper.
- 35 All tenders received against e-tender, irrespective of whether they are from the approved firms on the registered list or others, shall be considered, provided they are on the prescribed e-tendering process mentioned above.
- 36 **Eligibility of the black listed firms to participate in e-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;
- (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 e-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 & 37."
 - (v) A certificate to the effect may be submitted by the bidder 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.

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Executive Engineer/BMD-IV, Unit-6,
For Chief Engineer, PTPS, Panipat

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

1. 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.
2. 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:

- a) If the tenders are cancelled or re-called on any grounds, the tender document fees & e-service fee will not be refunded to the agency.
- b) Those agencies who are exempted from EMD, should submit proof of related documents at least 10 days before end date of "Downloading of Tender Documents & Bid Preparation" stage to publisher of the tender i.e. Executive Engineer of the concerned Division.

The following are exempted from depositing the earnest money: -

- i) Public Sector Undertakings of the Central / Haryana State Government.
 - ii) Firms borne on D.G.S. & D/DS&D Haryana rate contracts.
 - iii) Firms registered with the Director of Industries, Haryana or registered with National Small scale Industries Corporation (NSIC), 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 Lakhs 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.
 - v) Bidders who are registered on HEWP and have deposited one time deposit are also eligible for EMD exemption. However, bidder shall submit bid specific Earnest Money Declaration Form generated from HEWP.
3. Bidders seeking EMD exemption on the basis of their NSIC registration certificates must ensure that their NSIC certificates must be valid on the last date of submission of tender failing which no EMD exemption shall be granted.

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

5. Operative Procedures for Bidder Payments:

a) 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.

b) 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.
- c) 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 at least T+2 day (Transaction + Two days) two days in advance to the last day for validation on account/transaction period.
 - (vi) In the event, that bidders make the payment on the last day and the same is not available for the bidders for validation on account of any reason whatsoever, the 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 be able to submit the tender.
 - (vii) Post making the payment, the bidder would log in 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, the system would do auto-validate the payment made.

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Executive Engineer/BMD-IV, Unit-6,
For Chief Engineer, PTPS, Panipat

SCOPE OF WORK FOR GENERAL, ROUTINE MTC. /BREAK-DOWN MTC. OF COAL MILLS, GRAVIMETRIC FEEDERS, SEAL AIR FANS, FIRE FIGHTING SYSTEM OF UNIT-6 COAL MILLS

(PART-A)

1. MILL DRIVE SYSTEM UNIT-6

- a) Replacement, draining, centrifuging and refilling/makeup oil in support bearing lube Oil tank, main reducer, Aux. reducer, seal air fan bearings housing and gravimetric feeders drive system including cleaning of the equipment from inside.
- b) Replacement/Repair, opening, servicing and re-fixing/repair of auxiliaries of support bearing and reducer lube Oil system including replacement of oil pumps, coolers, filters, NRVs if required in the complete system.
- c) Periodic greasing of mill drives bearings and couplings bearings of feeders and gate etc.
- d) Servicing of Aux. of Girth gear greasing systems (Complete work, it includes replacement of grease drum and collection and transportation of scrap/waste grease).
- e) Opening, servicing & refitting of emergency brakes and hydraulic coupling replacement of Aux. reducer wherever required.
- f) Servicing of Oil Coolers of main Reducer and attending the leakage of water side /oil side if any including replacement of oil coolers/cooling lines /extra cooling line/Cooling line valve if required.
- g) Servicing of Oil Coolers of support bearing lube Oil system and attending the leakage of water side /oil side if any including replacement of oil coolers/cooling lines /extra cooling line/Cooling line Valves if required. Maintenance including servicing of booster pumps of extra cooling line.
- h) Any related work for above activities not included and if required shall also be carried out as per system requirements.

2. MILLING SYSTEM UNIT-6

- a) Replacement/opening and re-fixing of drive bars, protective caps and guards and alignment of screw conveyer complete work.
- b) Repair work of ribbons and chain links of screw conveyor assembly including replacement of ribbon pieces as per requirement and to carry out any repair of hot air tube of screw conveyer. It includes shifting of screw conveyer inside the mill, if required for carrying out this work.
- c) Replacement/opening/servicing and re-fixing of screw conveyer bearings and housings and bearing clearance adjustment.
- d) Positioning of screw conveyor bearing housing for maintaining the clearances with seal air box, it includes shifting of seal air box, if required. It also includes all cutting and welding works of seal air box and replacement of rope.
- e) Regular charging the ball in the running mills. Electrically operated wrench shall be installed by the contractor for charging the balls. This work includes transportation of ball drums from store.
- f) Replacement of conveyer body liners and repair of conveyer body.
- g) Replacement of any broken/excessively wearer liners of mill shell.
- h) Repair of refusal duct outlet, clack box flap, mixing box for ensuring no coal leakage.
- i) Replacement of rope in the expansion joints of milling system.
- j) Servicing of ball feeding gates, bunker outlet and feeder inlet gates, classifier outlet gates, general air gate, seal air dampers and primary air dampers of milling system, it includes replacement of any component for proper operation.
- k) Periodic cleaning of classifier, refusal duct and servicing and adjustment of classifier vanes.
- l) Routine maintenance & checking of milling system, including checking tightness of shell liner bolts, Girth gear holding bolts etc.
- m) Any work related to above activities not included also to be carried out as per system requirement.

3) SEAL AIR SYSTEM, UNIT-6

- a) Replacement/opening and re-fixing of seal air fan bearing housing assembly including opening and re-fixing of suction and discharge duct, impeller and replacement of any component of bearing housing assembly.
- b) Removing and re-fixing of seal air fan motor and its alignment and coupling with seal air fan.

- c) Opening and re-fixing/replacement of seal air fan/motor coupling half/complete coupling.
- d) Alignment of seal air fan motor with fan.
- e) Complete checking of seal air system attending leakage including servicing/repairing /replacement of valves/dampers.
- f) Servicing of seal air fan filter, including opening and re-fixing of side cover plate.
- g) Girth gear seal air Fan: -
 - i. Removal & cleaning of suction filter by air, cleaning of suction chamber.
 - ii. Routine/break down maintenance of seal air fans including replacement of bearing & impeller etc.

4) GRAVIMETRIC FEEDER, UNIT-6

- a) Checking & topping of oil in all gear boxes, replacement of shear pin in sprocket, greasing of all points of rollers etc., cleaning of Bull eye with air & feeder internally. Checking and adjustment of feeder belt tension by locating the dead weight pulley, Centre in Centre of reference strip, distance of feeder take up pulley assembly, the freeness of coal on belt, adjustment of load cell holding pulley straightness, gap between the roller and the belt, tension roller pulley bearings.
- b) Cleaning of equipment externally with diesel etc.
- c) Routine/breakdown mtc. of cleans out conveyer drive system of the gravimetric feeders.

5) FIRE FIGHTING SYSTEM FOR MILLS & GRAVIMETRIC FEEDERS, UNIT-6

Attending to any leakages of steam & water of various valves and piping installed for firefighting & steam inerting system. This also includes replacement of valves, glands & pipes.

XEN/BMD-IV, Unit-6,
For Chief Engineer
PTPS, Panipat

SCOPE OF WORKS OF COAL MILL SYSTEM FOR UNIT RATE ITEMS**(PART-B)**

Sr. No.	Description of Activity	Unit	Frequency for two years	Scheduled time
(A) MILL DRIVE SYSTEM				
1.	Inspection of Girth Gear and Pinion's teeth and adjustment of Pinion for getting required matching and clearances. It includes opening & re-fixing of sound hood Panels, grease distribution Panel & its lines, girth gear seal air belt & its adjustment also, replacement of Pinion labyrinth seal & pinion bearing servicing, clearance adjustment & filling of fresh grease etc. and normalization.	Each	12 Nos.	2 days
2.	Removing & re-fixing of pinion along with DE & NDE bearing housing. It includes replacement of bearing on either end or normalization.	Each	04 Nos.	3 days
3.	Overhauling of the main reducer, including replacement of coupling halves, bearings, seals, gears, shafts or any other worn out/damaged components if required and normalization.	Each	06 Nos.	2 days
4.	Replacement of main reducer with new/repared & serviced reducer and normalization.	Each	04 Nos.	2 days
5.	Replacement of Aux. reducer and its cleaning, servicing complete work and normalization.	Each	04 Nos.	01 day
6.	Checking and replacement of mill drive system i.e. Auxiliary motor to Pinion including opening, servicing and re-fixing of couplings complete work and normalization.	Each	06 Nos.	3 days
7.	Inspection of support bearing including cleaning of internals & oil spray nozzles, checking of bearing clearance & shell lift and replacement of window gaskets, if required and normalization.	Each	08 Nos.	3 days
8.	Replacement/opening, repairing & re-fixing of support bearing liner including shifting the cradle inside the mill and lifting the shell for liner replacement, checking & adjustment of bearing clearances and shell lift and normalization.	Each	06 Nos.	20 days
9.	Alignment of driving pinion with main reducer, main reducer with main motor and main motor with Auxiliary reducer.	Each	06 Nos.	2 days
(B) MILLING SYSTEM				
1.	Replacement/dismantlement, complete servicing & assembly of screw conveyor assembly including opening & re-fixing hot air box, replacement/repair of drive bars & protecting sleeves and screw conveyor alignment, replacement, removal & re-fixing of bearing housing, replacement of half wear sleeves and felt seals. Adjustment of bearing housing for getting equal clearance in re-welding. Checking & adjustment of clearance of screw conveyor flange with conveyor body. Replacement/repair of hot air tube/body liners of screw conveyor assembly and locking & straightening of ribbon at coal inlet end and normalization.	Each	06 Nos.	5 days

2.	Replacement of screw conveyor ribbon(complete) including vertical positioning of the screw conveyor assembly and alignment of new ribbon with other ribbons, cutting and removal of old ribbon and chain links and welding on new ribbon, locking & straightening of ribbon at coal inlet end and final adjustment of chain links for getting proper running clearances in the trunion tube & normalization.	Each ribbon assembly	06 Nos.	4 days
3.	Replacement/repositioning of liner plates of mill shell including perfect site cleaning, grinding of liners sides, tightening of liner bolts after 50% and 100% ball charging, readjustment of shell liners for shell balancing and normalization.	Each liner	200 Nos.	1 ½ Hrs.
4.	Removal of all the balls from mill shell: a) Collect balls of more than 20mm diameter and fill in the mill shell, including any temporary erection arrangements required for charging the balls in shell (per drum)	Each Ball Drum	320 Nos.	04 Hrs.
	b) Segregation of balls of less than 20mm diameter and filling & sealing in drums and transporting to scrap yard (per drum)	Each Ball Drum	120 Nos.	03 Hrs.
5.	Initial Ball charging to mill including transportation of balls from stores (while Mills are under Capital shutdown) per Ton.	Filling Per M.T.	360 M.T.	04 Hrs.
6.	Replacement/readjustment of girth gear seal air belt including perfect cleaning of the sealing surface, seal counter flange, and the existing belt (for adjustment purpose) and providing proper stiffeners, air tightness check and normalization.	Each Set	06 Nos.	3 days
7.	Replacement/readjustment of trunion seal air gasket including perfect cleaning of sealing surface, seal counter flange and providing proper stiffeners, air tightness & normalization.	Each	08 Nos.	2 days
8.	Replacement of Trunion Tube liners including removal of old liner and fixing of new liner and normalisation. The activity does not involve the removal of the Hot Air Box.	Each	04 Nos.	4 days
(C)PULVERISED FUEL FIRING SYSTEM: -				
1.	Replacement/Dismantlement, repair and reassembly of classifier outlet gates body and plate including replacement of seals, brass bushing and any other worn-out component if any & normalization.	Each Mill	06 Nos.	2 days
2.	Replacement of ceramic tiles to reduce wear out of classifier outlet gates and normalization.	-do-	06 Nos.	2 days
3.	Replacement/removing, repair & re-fixing of transit pieces and T pieces including all cutting & welding work and normalization.	-do-	06 Nos.	5 days
4.	Replacement/removing & re-fixing of purge air expansion joint and purge air duct and all cutting & welding and normalization.	-do-	06 Nos.	5 days
5.	Replacement/removing & re-fixing of mill outlet elbow including replacement of spool pieces at its outlet pipe and normalization.	Each	24 Nos.	12 Hrs.
6.	Replacement/removing & re-fixing of orifices in the PF Pipe line and normalization.	Each Set	02 No.	5 days
7.	Replacement/removing & re-fixing of Rockwell coupling including replacement of coupling gaskets and normalization.	Each	40 Nos.	12 Hrs.
8.	Putting patch by welding for attending coal leakage at any point, Length, width & thickness of patch piece about 300X250X12.5mm.	Each	300 Nos.	1 ½ Hrs.
9.	Replacement of rubber gaskets of victaulic coupling & normalization.	Each Set	60 Nos.	3 Hrs.

10.	Replacement of long ceramic bend and normalization.	Each	10 Nos.	16 Hrs.
11.	Replacement of short ceramic bend and normalization.	Each.	10 Nos.	12 Hrs.
12.	Replacement/removing & re-fixing of PF Pipe of 22" dia up to length of 2 Mtr. In the fuel pipe lines & normalization.	Each	10 Nos.	12 Hrs.
13.	Replacement of PF pipe of dia 22" of length more than 2 Mtrs. & up to 5 Mtrs. Long in the fuel pipe line and normalization.	Each	10 Nos.	16 Hrs.
14.	Replacement of Centre feed pipe cone (Raw Coal Chute) at the Gravimetric feeder outlet and normalization.	Each	04 Nos.	3 days
15.	Clearing of chocking of one PF Pipe from classifier outlet to Furnace and normalization.	Each	06 Nos.	01 day
16.	Clearing of chocking of Centre feed pipe from Gravimetric feeder out to mill inlet (either end) and normalization.	Each	08 Nos.	01 day
17.	Dismantlement, servicing & assembly of Ball feeding gate, burner outlet gate, feeder inlet gate & outlet gate including replacement of any damaged/worn out component if any and normalization.	Each Mill	12 Nos.	5 days
18.	Servicing & adjustment of damper including replacement of any component, if required, and normalization: - a) Hot air damper b) Cold air damper c) Mixed air damper d) By pass air damper e) Purge air damper.	Each Each Each Each Each	06 Nos. 06 Nos. 12 Nos. 12 Nos. 24 Nos.	2 days 2 days 2 days 2 days 2 days
D) GRAVIMETRIC FEEDER: -				
1)	Replacement/opening & re-fixing of feeder belt including dismantlement and assembly of all relevant components and belt tracking and normalization.	Each	16 Nos.	2 days
2)	Servicing/Replacement of Dyno Drive System of R.C. Feeders & normalization. It includes replacement of worn out/damaged mechanical parts.	Each	06 Nos.	1 day
3)	Servicing / Replacement of Main Drive Gear Box & normalization. It includes replacement of worn out/damaged components.	Each	06 Nos.	1 day
E) MAN POWER: -				
1.	Supply of following manpower for the works on Boiler Area other than above stipulated works with required T &P: - i) Skilled labour ii) Unskilled labour	Each man power per day -do-	100 Nos. 100 Nos.	- -

XEN/BMD-IV, Unit-6
For Chief Engineer, PTPS, Panipat

RATE QUOTING SHEET
FOR PART-A

Rate Quoting sheet is for reference only, rates to be filled in Price Bid of online/E-tender

SR. No.	DESCRIPTION OF WORK	Frequency /Qty. per year (Months.)	SAC/ HSN Code	LUMP SUM MONTHLY RATES FOR THE WORKS FOR 1ST YEAR (RS.)	Total Amount for 1 st year	LUMP SUM MONTHLY RATES FOR THE WORKS FOR 2 ND YEAR (RS.)	Total Amount for 2 nd year	Rate of GST (in %)
1.	For Part A of the scope of work placed at Annexure-IV and adequate teams to be deployed as per clause-11 of Annexure-VIII	12						

GST:

(To be mentioned whether extra or inclusive)

Note: 1. Any statutory taxes/levies, if to be charged extra, should be clearly indicated by the tenderer in their offer separately, failing which it will be presumed that their quoted prices are inclusive of all such statutory taxes/levies.

Signature & Stamp of the contractor.

RATE QUOTING SHEET (UNIT RATES)
FOR PART-B

WORKS OF COAL MILL SYSTEM COVERED UNDER Part-B OF THE SCOPE OF WORK FOR WHICH RATES TO BE QUOTED ACTIVITY/WORK-WISE FOR COAL MILLS, UNIT-6.

(A) MILL DRIVE SYSTEM

Sr. No.	Description of Activity	Unit	Frequency per year (tentative)	SAC/ HSN Code	Unit Rate for 1st year (Rs.)	Total Amount for 1 st year	Unit Rate for 2nd Year (Rs.)	Total Amount for 2 nd year	Rate of GST (in %)
1.	Inspection of Girth Gear and Pinion teeth and adjustment of Pinion for getting required matching and clearances. It includes opening & re-fixing of sound hood Panels, grease distribution Panel & its lines, girth gear seal air belt & its adjustment also, replacement of Pinion labyrinth seal & pinion bearing servicing, clearance adjustment & filling of fresh grease etc. and normalization.	Each	06 Nos.						
2.	Removing & re-fixing of pinion along with DE & NDE bearing housing. It includes replacement of bearing on either end or normalization.	Each	02 Nos.						
3.	Overhauling of the main reducer, including replacement of coupling halves, bearings, seals, gears, shafts or any other worn out/damaged components if required and normalization.	Each	03 Nos.						
4.	Replacement of main reducer with new/repared & serviced reducer and normalization.	Each	02 Nos.						
5.	Replacement of Aux. reducer and its cleaning, servicing complete work and normalization.	Each	02 Nos.						
6.	Checking and replacement of mill drive system i. e. Auxiliary motor to Pinion including opening, servicing and re-fixing of couplings complete work and normalization.	Each	03 Nos.						
7.	Inspection of support bearing including cleaning of internals & oil spray nozzles, checking of bearing clearance & shell lift and replacement of window gaskets, if required and normalization.	Each	04 Nos.						
8.	Replacement/opening, repairing & re-fixing of support bearing liner including shifting the cradle inside the mill and lifting the shell for liner replacement, checking & adjustment of bearing clearances and shell lift and normalization.	Each	03 Nos.						
9.	Alignment of driving pinion with main reducer, main reducer with main motor and main motor with Auxiliary reducer.	Each	03 Nos.						
	(B) MILLING SYSTEM								
1.	Replacement/dismantlement, complete servicing & assembly of screw conveyor assembly including opening & re-fixing hot air box, replacement/repair of drive bars & protecting sleeves and screw conveyor alignment, replacement, removal & re-fixing of bearing housing, replacement of half wear sleeves and felt seals. Adjustment of bearing housing for getting equal clearance in re-welding. Checking & adjustment of clearance of screw conveyor flange with conveyor body. Replacement/repair of hot air tube/body liners of screw conveyor	Each	03 Nos.						

	assembly and locking & straightening of ribbon at coal inlet end and normalization.								
2.	Replacement of screw conveyor ribbon(complete) including vertical positioning of the screw conveyor assembly and alignment of new ribbon with other ribbons, cutting and removal of old ribbon and chain links and welding on new ribbon, locking & straightening of ribbon at coal inlet end and final adjustment of; chain links for getting proper running clearances in the trunion tube & normalization.	Each ribbon assembly	03 Nos.						
3.	Replacement/repositioning of liner plates of mill shell including perfect site cleaning, grinding of liners sides, tightening of liner bolts after 50% and 100% ball charging, readjustment of shell liners for shell balancing and normalization.	Each liner	100 Nos.						
4.	Removal of all the balls from mill shell: a) Collect balls of more than 20mm diameter and fill in the mill shell, including any temporary erection arrangements required for charging the balls in shell (per drum) b) Segregation of balls of less than 20mm diameter and filling & sealing in drums and transporting to scrap yard (per drum)	Each Ball Drum Each Drum Filling	160 Nos. 60 Nos.						
5.	Initial Ball charging to mill including transportation of balls from stores (while Mills are under Capital shutdown) per Ton.	illing Per M.T.	180 M.T.						
6.	Replacement/readjustment of girth gear seal air belt including perfect cleaning of sealing surface, seal counter flange, and the existing belt (for adjustment purpose) and providing proper stiffeners, air tightness check and normalization.	Each Set	03 Nos.						
7.	Replacement/readjustment of trunion seal air gasket including perfect cleaning of sealing surface, seal counter flange and providing proper stiffeners, air tightness & normalization.	Each	04 Nos.						
8.	Replacement of Trunion Tube liners including removal of old liner and fixing of new liner and normalisation. The activity does not involve the removal of the Hot Air Box.	Each	02 Nos.						
	(C)PULVERISED FUEL FIRING SYSTEM: -								
1.	Replacement/Dismantlement, repair and reassembly of classifier outlet gates body and plate including replacement of seals, brass bushing and any other worn-out component if any & normalization.	Each Mill	03 Nos.						
2.	Replacement of ceramic tiles to reduce wear out of classifier outlet gates and normalization.	-do-	03 Nos.						
3.	Replacement/removing, repair & re-fixing of transit pieces and T pieces including all cutting & welding work and normalization.	-do-	03 Nos.						
4.	Replacement/removing & re-fixing of purge air expansion joint and purge air duct and all cutting & welding and normalization.	-do-	03 Nos.						
5.	Replacement/removing & re-fixing of mill outlet elbow including replacement of spool pieces at its outlet pipe and normalization.	Each	12 Nos.						
6.	Replacement/removing & re-fixing of orifices in the PF Pipe line and normalization.	Each Set	01 No.						
7.	Replacement/removing & re-fixing of Rockwell coupling including replacement of coupling gaskets and	Each	20 Nos.						

	normalization.								
8.	Putting patch by welding for attending coal leakage at any point, Length, width & thickness of patch piece about 300X250X12.5mm.	Each	150 Nos.						
9.	Replacement of rubber gaskets of victaulic coupling & normalization.	Each Set	30 Nos.						
10.	Replacement of long ceramic bend and normalization.	Each	05 Nos.						
11.	Replacement of short ceramic bend and normalization.	Each	05 Nos.						
12.	Replacement/removing & re-fixing of PF Pipe of 22" diameter up to length of 2 Mtr. In the fuel pipe lines & normalization.	Each	05 Nos.						
13.	Replacement of PF pipe of dia 22" of length more than 2 Mtrs. & up to 5 Mtrs. Long in the fuel pipe line and normalization.	Each	05 Nos.						
14.	Replacement of Centre feed pipe cone (Raw Coal Chute) at the Gravimetric feeder outlet and normalization.	Each	02 Nos.						
15.	Clearing of chocking of one PF Pipe from classifier outlet to Furnace and normalization.	Each	03 Nos.						
16.	Clearing of chocking of Centre feed pipe from Gravimetric feeder out to mill inlet (either end) and normalization.	Each	04 Nos.						
17.	Dismantlement, servicing & assembly of Ball feeding gate, burner outlet gate, feeder inlet gate & outlet gate including replacement of any damaged/worn out component if any and normalization.	Each Mill	06 Nos.						
18.	Servicing & adjustment of damper including replacement of any component, if required, and normalization: - a) Hot air damper b) Cold air damper c) Mixed air damper d) By pass air damper e) Purge air damper.	Each Each Each Each Each	03 No. 03 No. 06 No. 06 No. 12 No.						
	D) GRAVIMETRIC FEEDER: -								
1)	Replacement/opening & re-fixing of feeder belt including dismantlement and assembly of all relevant components and belt tracking and normalization.	Each	08 Nos.						
2)	Servicing/Replacement of Dyno Drive System of R.C. Feeders & normalization. It includes the replacement of worn-out/damaged mechanical parts.	Each	03 Nos.						
3)	Servicing / Replacement of Main Drive gearbox and normalization. It includes the replacement of worn-out/damaged components.	Each	03Nos.						
	E) MAN POWER: -								
1.	Supply of the following manpower for the works on the Boiler Area other than above stipulated works with required T &P: - i) Skilled labour ii) Unskilled labour	Each man power per day -do-	50 Nos. 50 Nos.						

GST: -----
(To be mentioned whether extra or inclusive)

Note:

- Any statutory taxes/levies, if to be charged extra, should be clearly indicated by the tenderer in their offer separately, failing which it will be presumed that their quoted prices are inclusive of all such statutory taxes/levies.
- The above Rate Quoting Sheet should not be filled and attached with technical part 1. Rate should be quoted in only in Rate quoting sheet of Price Bid (Part-II) of e-NIT.

Signature & Stamp of the contractor

GENERAL TERMS & CONDITIONS

1. CONTRACT AGREEMENT

The contractor shall execute a contract agreement with HPGCL on a Non-Judicial Stamp Paper of appropriate value within 07 days of receipt of work order.

2. RATE/CONTRACT PRICE

The rate shall be quoted by the bidder, strictly as per the 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 indicated by the tenderer in their offer separately, failing which it will be presumed that the quoted prices are inclusive of all such statutory taxes/levies. Activity-wise rates have been asked in the commercial bids. The firm will have to carry out any activity as advised by EIC.

3. EARNEST MONEY AND SECURITY DEPOSIT

Every tenderer, while submitting his tender, should online deposit an amount of Rs. **2,02,339/-** as earnest money.

Earnest money deposit is compulsory, without which the tender shall be rejected forthwith. The earnest money furnished by the successful tenderers on whom the work order is placed shall be converted into security deposits as a guarantee for faithful and satisfactory execution of the work order.

The EMD of the unqualified bidders will be returned without any interest, as promptly as possible.

The Security Deposit shall be 10% of the Contract value. 10% amount of the monthly running bill shall be kept as a security deposit. However, the EMD already deposited by the bidder shall be converted into the security deposit and the balance amount shall be deducted from the running bill.

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

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

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

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

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

4. PAYMENT TERMS:

The contractor will submit a bill in approved Performa in triplicate to the Engineer-in-Charge of the work giving abstract and detailed measurements for various items executed.

- a) For works covered under Part-(A) under Annexure-IV i.e., lump sum rates on a monthly basis: -

100% payment of the monthly running bill of completed work, after deducting a 10% security deposit, if not paid any statutory deductions, shall be made after satisfactory completion of the work done and based on a certificate by the Engineer-in-Charge that

works during the month has been carried out satisfactorily by the contractor. The balance of 10% will be paid after the expiry of the G/W period.

In case of shutdown/non-operation of the unit, due to any reasons then, the payment against part-A will be made according to clause no. 13 i.e., **Idle Labour Charges** mentioned under General terms & conditions (Annexure-VIII) on the prior instruction of HPGCL, of at least 7 days. However, the payment will be made against part B as per its actual work/activity carried out.

b) For works covered under Part-(B) under Annexure-V i.e., Unit rate Items

100% payment of completed work, after deducting 10% security deposit, shall be made after satisfactory completion of the work. The balance of 10% will be paid after expiry of the G/W period

c) Payment during the shut-down period of the plant: -

I) During Mini-overhauling/Annual Overhauling/Capital overhauling, lump sum monthly payment against works covered under Part-(A) will be reduced on pro-rata basis for the period the Plant remains under shutdown/non-operation.

II) For works covered under Annexure-(B), the payment will be made as per the actual work carried out.

Note: "For payment through R.T.G.S., the contractor will provide complete bank details like name of Bank, Account No., IFSC Code, Type of account and branch name to Sr. A.O./PTPS-II. RTGS Bank charges to be borne by the contractors/suppliers."

5. **MODE OF PAYMENT**

Payment shall be released by the DDO'S 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 savings accounts 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 the issue of the work order and will intimate the complete bank details viz. Name of Bank/ Branch, Account number, Type of account, IFSC code etc. to Sr. Accounts Officer/ Accounts Officer No payment to the contractor shall be released other than in the Escrow account opened for the purpose.

6. **COMPLETION PERIOD**

a) The work shall be started within 7 days from the date of issue of LOI / Clearance for the start of work / Work Order, whichever is earlier unless otherwise directed by the issuer of tender. The work shall be carried out and completed on a month-to-month basis, as per the requirement of the contract. The contract is likely to be executed during FY 2025-27.

b) 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 the total contract value shall not exceed 10%. Payment shall not be made for the work not done. In case of an increase in the quantum of work, the completion period of the contract will not increase and the contractor will have to complete the job within the stipulated period unless the completion period is extended in writing.

c) All the activities are to be carried out on need-based on-site requirements, conditions & availability of spares.

d) Separate Independent Job Indent / Clearance for the start of each respective part/work/item under part B shall be issued as per the requirement of the plant. Work is to be completed within the prescribed time from the date of issuance of LOI/Clearance for start to work / Job Indent which will be mentioned in it.

7. **Period of Contract:** The fixed contract period shall be for two years (24 months) from the date of commencement or issuance of LOI / Clearance for the start of work. The period can be extended up to the next three months after the completion of 2nd year of the contract at the same rates (i.e., of 2nd-year rates), terms and conditions at the discretion of the HPGCL. However, during the extended period, if the rates of new ARC happen to be on the lower side, HPGCL shall have the right to short-close the running contract. However, the period of the contract can be increased or decreased as per the requirement of HPGCL

8. **RISK AND COST**

In case the contractor fails to fulfil the contractual obligation fully, the work shall be got done by some other agency at the risk and cost of the contractor. It shall be without prejudice to the right of HPGCL to recover any further amount or any liquidated and/or other damages.

8. **PENALTY FOR DELAY**

a) **For work covered under Part- (A)**

- i) A penalty of 2% of the monthly Lump sum payment will be levied for each occasion if, in the view of the **Engineer-in-Charge**, any specific work is not carried out promptly at the required space.
- ii) If the firm does not provide adequate manpower for the maintenance work covered under ARC, then a penalty of 5% of the lump sum monthly payment against works covered under Part-(A) would be deducted for each occasion.
- iii) If the firm does not maintain proper cleaning of all the equipment of Coal Mills and its related auxiliary then a penalty of 1% of the lump sum monthly payment against works covered under Part-(A) would be deducted for each occasion.

b) For work covered under Part-(B)

In the event of work not completed according to the schedule, the contractor shall have to pay liquidated damages to the **HPGCL** at the rate of 5% of the total value of the work delayed for every day or part thereof subject to a ceiling of 20% of the total value of the particular work. In case more than one number of jobs of the one-time award are undertaken on the equipment, the cumulative time of the jobs awarded will be considered for levying the penalty.

The **Engineer-in-Charge** will certify the details of the period of delay on the bill itself for the purpose of calculating the penalty for work covered under Parts- (A) & (B).

If the contractor denies doing any activity/work and also in case of any leftover work/unsatisfactory work in the opinion of the Engineer-in-charge then the same will be carried from other contractors at the risk & cost of the contractor and a penalty @10% of the monthly contract value being an additional amount will be deducted from the monthly bill of the contractor.

The successful contractor shall provide the mobile phone facility to their respective supervisors/shift technical team individually. The contractor shall intimate the contact /mobile numbers immediately after the award of the contract. However, in case the phone nos. provided by the contractor is found switched off/out of range due to which the Engineer In charge or his representative is unable to contact the supervisor or technician deployed by the contractor telephonically then a penalty of Rs. 1,000/- per instance will be imposed on the contractor. This penalty will be over and above the penalty clauses.

c) Levy of penalty for non-timely payment of wages, deposit of EPF, ESI etc.

In the event of non-timely payment of wages, deposit of EPF, ESI etc. and not following labour laws, a penalty will be imposed under the respective Rules & Acts updated by the Government from time to time as under:

Particulars	Acts
Clause-20. Penalty for offences under the Act	The Payment of Wages Act, 1936
Clause-31. Time for payment of contribution	The Payment of Wages Act, 1936 The Employees' State insurance (General) Regulations, 1950 (amended on 11.01 .2024)
Clause-14. Penalties	The Employees' Provident Funds and Miscellaneous Provisions Act, 1 952
Chapter VI - Penalties and Procedure	Contract Labour (Regulation & Abolition) Act, 1970 & Rules 1971
Chapter VII - Penalties	The Employee State Insurance Act, 1950

9. DOCUMENTATION

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

- i) The contractor shall submit the monthly bill in duplicate to the executive in charge along with the following:
 - a) Monthly bill for the AMC / ARC work and in other cases bill for the work done, in duplicate. The bill should be on the contractor's bill book duly serially numbered and bearing date of issue, contractors EPF code, ESI code, GST no., PAN & TIN. A photocopy of the EPF code, ESI code, GST no., Labour license, copy of the passbook of account, PAN & TIN shall be attached with the 1st running bill for reference and record.
 - b) Self-attested copy of the deposit challan of EPF & ESI contribution, labour welfare fund deposited by the contractor for the labour engaged for the work duly validated

with the 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. EPF/ESI and attendance details of each employee will have to be furnished on a daily basis because no. of persons may change on a daily basis as per site requirement.
- d) Salary/wage slips be issued by the contractor on a monthly basis and EPF statements on an annual basis to the manpower deployed against respective contracts
- ii) The contractor's bill and the annexure submitted by the contractor at 'i' above should be approved and verified by the officer in charge for gross value as well as net payable value and accompanied with the certificates/documents mentioned at iii and iv below.
- iii) Certificate from the Engineer in-charge that, a) Work has actually been done as per the contract and to the entire satisfaction of EIC. b) The copy of the EPF challan, ESI challan etc. submitted by the contractor pertains to the labour deployed at the site and none of the workers has been excluded there from. c) The record entry of the work done has been taken in the small measurement book (SMB) at page no. _____ on dated _____. d) No penalty is leviable on the contractor on any account as per the contract if leviable the amount of penalty is _____. e) Copy of protocol and certificate for stage payment, if required.
- iv) Certificate from Labour Welfare Officer / Factory Manager stating that contractor has complied with all labour laws and safety clearance certificate from safety officer. In case of the non-availability of Labour Welfare Officer/Safety Officer, from EIC.

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

10. Performance Bank Guarantee:

Unless agreed otherwise, the contractor shall submit a bank guarantee of the nationalized bank equivalent to 10% of the contract value initially for a period of 1 year from the date of issuance of the Work order/LOI whichever is earlier.

11. ENGAGEMENT OF ADEQUATE TECHNICAL TEAM:

- c) A Separate Technical team shall be deployed by the contractor for the respective area as mentioned below in General as well as in Shift duty round the clock as per their job profile for smooth working and continuous/efficient running of the annual maintenance contract of BALL TUBE MILLS (BBD-4760),
- d)
- e) GRAVIMETRIC FEEDERS etc..

Sr. No.	Duty	Team	Job Profile of Technical Team
	Overall, in charge	Technical Team leader	Overall, in charge should be available round the clock for smooth working/Running of the Maintenance Contract of Ball Tube Mills (BBD-4760), Gravimetric Feeders etc. as per site requirements.
	Night Shift	Technical team	The technical team should be available for each respective shift separately for the Maintenance Contract of Ball Tube Mills (BBD-4760), Gravimetric Feeders etc. for the smooth working and continuous/efficient running of the unit. Note: a) Each Technical team consists of a Technician/Fitter and helper/helpers as per site requirement etc. b) However, skilled LP Welders, Gas Cutters, Riggers, Electricians with helper/ helpers etc. have to be arranged immediately on a need basis as and when required.
3	Morning Shift	Technical team	
4	Evening Shift	Technical team	
5		Technical team including Skilled Welder	A technical team including skilled welders should be available during the General shift for the Maintenance Contract of Ball Tube Mills (BBD-4760), Gravimetric Feeders etc. for the smooth working and continuous/efficient running of unit Note:

		team	<p>a) Technical team including skilled welder team consists of Technician/Fitter/skilled welder /helper/helpers as per site requirement etc..</p> <p>b) However additional skilled welder teams, Gas Cutters, Riggers, Electricians, helpers/ helpers etc. whichever is required in addition to the above team to complete the respective job accordingly in a limited time schedule shall be arranged immediately on a need basis as and when required on the instruction of Engineer-in charge.</p>
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- b) A Separate Technical team shall be deployed by the contractor for each respective shift/ General Shift to carry out the works in parallel at multiple sites/locations **as per site requirements** it should be capable of doing the maintenance & repair jobs under the contract having their minimum educational qualifications and work experiences as per detail below.

Sr. No.	Designation of Technical team member	Qualification/ Work Experience
1	Supervisor (Highly Skilled)	Diploma with a minimum 03 years or I.T.I. with 05 years or Metric with 10 years' experience of attending the day-to-day maintenance jobs of coal Mills & Gravimetric Feeders
2	Technician / Fitter (Skilled)	I.T.I. with 01years' experience or Metric with 03years of experience or 5 years in the same fields i.e. of coal Mills & Gravimetric Feeders
3	Electrician (Skilled)	I.T.I. with 01-year experience or Metric with 03 years' experience or 5 years of the same fields i.e. of coal Mills & Gravimetric Feeders
4	Welder / Gas cutter (Skilled)	I.T.I. with 01 years' experience or Metric with 03 years' experience or 5 years of the same fields i.e. of coal Mills & Gravimetric Feeders.
5	Helper	Who has been associated with skilled manpower in doing the maintenance & repair jobs.
The Engineer-in-charge of HPGCL reserves the right to ask any person to remove from the site, if not found suitable as per requirement at the site.		

- c) Further in case, the parallel maintenance works have to be carried out on multiple fronts/locations, Then the contractor must deploy/depute multiple technical teams other than already deployed teams including skilled welders, specialized fitters, Technician/Fitter/Rigger and helper/ helpers etc. accordingly at each front/location depending upon the site requirements. In case of any default, suitable action may be taken against the contractor and penalties may be imposed accordingly.
- d) The above technical teams are to be engaged against the contract. However, depending upon actual site requirements, the contractor has to increase the technical team/its members on a temporary/permanent basis for the timely completion of works under the contract. No additional payment will be made to the contractor on account of this additional team engaged.
- e) In case of non-operation of the unit, due to any reasons, on the prior instruction of HPGCL, of at least 7 days, the day-to-day Maintenance jobs, as well as other maintenance jobs related to the scope of work under the contract, may be required to carry out as per direction of Engineer-in-charge to ensure the healthiness of all equipment for further execution of the system/ running of the plant. Therefore, an adequate technical team may be retained in the unit for the same.
- (i) In case of non-operation of unit due to any reasons for up to one month or for more than one month, then the contractor may reduce the engaged technical team for that period accordingly as per direction of Engineer Charge.
- (ii) The payment for work will be made as mentioned under clause no. 12 i.e. Idle Labour Charges of General terms & conditions (Annexure-VIII) against monthly invoice or on a pro-rata basis.
- f) In case XEN/In-charge feels that an additional technical team is required during the shutdown/backing down period/for any reason, then he may retain the additional technical team with the approval of the concerned Superintending Engineer for the period as per site requirement. The payment under lump sum fixed monthly charges will be made on pro-rata basis for that period. The Firm would make assessment by itself and it would mention the technical team to be deployed in a separate sheet.

12. GUARANTEE/WARRANTY:

The contractor shall guarantee the work done for 500 (Five hundred only) running hours or a period of 45 days whichever is earlier from the date of successful commissioning of equipment repaired under Part-B. Any damages or defects which may arise or lie undiscovered at the time of completion connected in any way with the equipment or material supplied by him and/or in the workmanship shall be restricted or replaced by the contractor at his own expenses as deemed necessary by the Engineer-in-Charge or in default the Engineer-in-Charge may cause the loss to be made good by other agency and deduct expenses (of which the certificate of Engineer-in-Charge shall be final) from the dues/security deposit of the contractor.

13. IDLE LABOUR CHARGES:

- a) No idle labour charges will be admissible in the event of any stoppage caused in the work resulting in the contractor's labour being rendered idle due to any cause.
- b) In case of non-operation or non-running of the unit/units, due to any reasons, on the prior instruction of HPGCL, of at least 7 days and work/activity is 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 for particular work will be made.
- c) However, if the units are expected to be under shut down for longer periods due to any reason including backing down, then SPC may decide regarding short closure of the contract.

14. FORCE MAJEURE: The delay in the completion of the work may be treated as force majeure to the contractor only if: -

- a) The delay has 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.

15. OVERRUN CHARGES: No overrun charges shall be paid in the event of the completion period being extended for any reasons.

16. WATCH & WARD: The watch and ward of T&P and other material will be the responsibility of the contractor.

17. 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.

18. STATUTORY DEDUCTIONS: Statutory deduction on account of TDS under GST Act, 2017 & Income Tax Act 1961, works tax & sales tax etc. including surcharge shall be made at source from the bills of the contractor at the prevailing rates.

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

Strict adherence to 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 only. Documentary evidence thereof shall be submitted along with the running bills.

20. 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.

21. SAFETY RULES

A Firm shall have to comply with all the provisions of safety rules. The Chief Safety Officer may impose a penalty of **Rs.200/- per day per head** if the workers of contractor are found to be working carelessly without proper protective equipment's in unsafe conditions. Against violation of any other clause, a penalty of Rs 500 /- per violation (minimum) shall be levied. In case of repeated violations of a serious nature resulting in various serious accident or direct loss to the corporation /threats 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 deemed fit shall be initiated against the contractor.

A safety clearance certificate on a 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.

22. ARBITRATION

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

The objection that the Arbitrator has to deal with the matters, to which the contract relates, in the course of his duties or he has expressed his views on any or all of the matters in dispute or difference, shall not be considered as valid objection.

The arbitrator may, from time to time, with the consent of the parties to the contract enlarge the time for making the award. The venue of the arbitration shall be the place from which the acceptance of offer is issued or such other place as the Arbitrator, in his discretion, may determine.

All arbitration proceedings under this regulation shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 and the Rule there under, with any statutory modification thereof for the time being in force.

23. 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 courts of the place from where the acceptance of tender has been issued shall alone have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract.

24. SET OFF

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

25. SUBLETTING AND ASSIGNMENT

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

26. EXTRA CHARGES:

The execution of the work entails working in all the sites round the clock and weather conditions and no extra rate will be considered on this account. The contractor may have to carry out jobs to work round the clock as per our requirements to be decided by Engineer-in-Charge. No extra claim/overtime will be paid on this account. It will be mandatory on the part of the contractor to deploy sufficient labour under the supervision of his supervisor for meeting the requirement of

site works. The maintenance of coal mills is of emergent nature and would have to be carried out promptly.

27. CONTRACTOR TO REMOVE UNSUITABLE EMPLOYEES (WORKMEN):

The contractor shall on the instruction of the **Engineer-in-Charge** immediately remove from the work any person employed thereon who may misbehave or cause any nuisance or otherwise in the opinion of the Engineer-in-Charge is not a fit person to be retained on the work and such person shall not be again employed or allowed on the works without the prior written permission of the **Engineer-in-Charge**.

28. MATERIAL TRANSPORTATION:

a) The contractor shall make his arrangements for the transportation of the material & scaffolding from the store to the site of work, from the site of work to PTPS Workshop and back to the site and transportation of scrap material to the stores. The contractor shall also assist in the loading/unloading of material being sent for repairs or received after repairs to/from outside PTPS.

b) The contractor shall make his own arrangements for removal of old, unused and scrap material from the site to the place specified by the Engineer-in-Charge after completion of work.

29. PRESERVATION & STORAGE OF MATERIAL:

All material issued to the contractor by the Corporation or brought by the contractor for its bona-fide use at the work shall be stored and preserved by the contractor in his custody as to avoid it against any loss/damage/shrinkage or deterioration in any form. This will be free of charge. Any loss suffered by the Corporation on this account shall be compensated by the Corporation on this account shall be compensated by the contractor at penal rates to be determined by the Corporation. The rates so determined shall be final and binding on the contractor.

30. ACCOMMODATION:

Suitable one number Type-III accommodation or accommodation in Field Hostel may be provided to the contractor or his employee(s), if available, on chargeable basis as per the Corporation's rules. **HPGCL** will allow land for putting temporary go-downs/workshops for making storage at the work site, by the contractor.

31. SUBLETTING and ASSIGNMENT:

No subletting of the contract shall be allowed and any subletting will lead to cancellation of the contract. However, as a special case, CE/PTPS after considering technical capability of the sub-contractor may allow subletting for which the successful contractor will submit requisite documents to Xen/In charge of the work.

32. SHORT CLOSER OF CONTRACT:

The contract can be short-closed fully or partially with advance notice of 15 days at the discretion of SPC/PTPS Panipat.

33. OTHERS:

I) **HPGCL** shall have power to make any alteration, in commission from addition to or substitutions for the original specifications and instructions which may be considered necessary during the progress of work and contractor shall carry out the work in accordance with any instruction which may be given to him in writing duly signed by Engineer-in-Charge. Such alterations, commissions, additions, substitutions shall not invalidate the contract any altered, additional or substituted work which the contractor may be directed to do shall be carried out; by the contractor on the same conditions in all respects on which he has agreed to do the main work.

II) If the rates for additional, altered or substituted works are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as per the specific work in the rates contract for that work.

III) In case contractor fails to do the extra and/or substituted work, Engineer-in-Charge will have to option to get the work through another agency at the contractor's risk and cost.

IV) The decision of the Engineer-in-Charge for determination of the category of work with reference to the material in respect of item not mentioned in scope of work shall be final.

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Executive Engineer/BMD-IV, Unit-6,
For Chief Engineer, PTPS, Panipat

ANNEXURE-IX

TECHNICAL TERMS & CONDITIONS:

- 1) All consumables like M.S. welding electrodes, special adhesive like Ana bond etc., oxygen gas, Acetylene gas cylinders, cotton waste, emery paper, electric Lamps & flexible wires etc. will be arranged by the contractor. Special Electrodes will be supplied by **HPGCL** free of cost, other than general purpose electrode as per job requirement.
- 2) Contractor has to make his own arrangement for welding set/welding generator set, welding accessories and gas cutting set etc.
- 3) All tools and tackles like Spanners, Chain Pulley blocks, pull lift etc. shall have to be arranged by the contractor. However available T&P like electric hoist installed at site of Unit-6 Coal Mills will be made available to the contractor free of charge and contractor will be responsible for upkeep and mtc. of the electric hoist without any additional charges.
- 4) The entire work shall be completed by the contractor within the time given by **Engineer-in-Charge**, and to achieve this, contractor has to work round the clock. However, in case, there is any delay due to supply of spare parts in time or any job involving machining etc., the time extension shall be given accordingly by the XEN/In charge.
- 5) Bolts, nuts, grease, lubricants and gaskets etc., if required, for any job will be issued free of charge.
- 6) The frequency of each job during the pendency of the contract is mentioned in rate quoting sheet. However, this frequency is tentative, it may increase or decrease according to requirement.
- 7) The descriptions of works & time for completion of the different works/jobs have been indicated in the scope of work of Part-B. However, in case of any new job, the rate shall be decided by **HPGCL** on the representation of the contractor, for the job entrusted to him not included in the scope of work. It will be obligatory on the part of the contractor; to carry out left over jobs relating to the system included in the contract.
- 8) The work shall be started immediately after getting written/verbal instructions from the authorized representative of the **Engineer-in-Charge**.
- 9) The contractor will carry out following jobs as a routine work without any extra charges: -
 - a. Maintenance of Mill Platform and trolley in mill area of Unit-6.
 - b. Attending various coals dust & other leakages of Unit-6 immediately by applying sodium silicate & asbestos flacks etc. as per site requirements.
- 10) Contractor will ensure presence of his personnel round the clock to carry out the works coming under Part-A & B.
- 11) Any temporary scaffolding etc. required to execute any work will be erected and dismantled by the contractor without any extra charges.
- 12) Electricity, water will be provided free of cost at one point as per requirement of the job. The Crane shall be made available, if spared from **HPGCL** works, to the contractor on chargeable basis as per the rates provided in the estimate of the Crane for non-Corporations' work contracts.
- 13) The contractor shall have to make his own arrangements for tools & tackles, skilled and unskilled labour etc. required for the job. The work is subject to inspection at all times by the Engineer-in-Charge and the contractor shall have to carry out the work to the entire satisfaction of Engineer-in-Charge.
- 14)

XEN/BMD-IV, Unit-6
For Chief Engineer, PTPS, Panipat.

**HARYANA ENGINEERING WORKS PORTAL (HEWP)
MANDATORY ADDITIONAL TERMS AND CONDITIONS
(to be followed by the firm)**

1. PRE-QUALIFYING REQUIREMENTS (PQRS) / ELIGIBILITY CONDITIONS FOR THE TENDERERS

The firm should have a valid Registration Certificate/contractor's ID created on the Haryana Engineering Works Portal. If the intending bidders are not registered OR do not have a valid Registration Certificate/contractor's ID created on the Haryana Engineering Works Portal, then the bidders are required to submit the following documents in place of Registration which should be uploaded at the time of bidding:

A) Mandatory Documents:

- a) **Proof of Constitution:** Partnership deed (in case of the partnership firm registration); or Certificate of Incorporation (in case of Private limited company, public limited company, public sector undertaking, Limited Liability Partnership, registration); or Any proof substantiating constitution (in the case of society, trust, AOP, Government department, local authority, statutory body registration.)
- b) PAN Card.
- c) GST Certificate.
- d) Undertaking of Non-Blacklisting – (Certificate may be submitted by the bidder that the tenderer is not blacklisted from HPGCL, any Public Sector undertakings of Central Govt. / State Govt. / SEBs / Corporations / any other reputed Thermal / Hydel Plant etc.).
- e) Proof of immovable properties/self-certification that doesn't have any property.
- f) Cancelled Cheque / Proof of bank account.
- g) Proof of Address.
- h) Similar work experience for the category of registration.
- i) The applicant himself or his employee (at least one) should be a Diploma Holder Engineer (Civil/Electrical/Agri./Hort.) as applicable. Accordingly, the self-declaration certificate of the applicant and his employee along with a copy of the Diploma certificate is to be submitted. In case of registration for electrical works, the applicant or the employee of the applicant should submit a valid Wireman License from the Chief Electrical Inspector, Haryana.
- j) **Proof of ownership/lease of specified machinery/manpower as listed as per Annexure-XXII of this document.**
- k) All bidders shall provide the Qualification Information as requisite, Forms of Bid and the undertaking(s) as per Annexure-XV & XXIV. The undertaking should be of a date after the first invitation of this tender. Initially, the scanned copy of the undertaking(s) shall have to be submitted in the technical bid and before signing the agreement, the original undertaking(s) should be submitted by the bidders to the concerned Executive Engineer. The undertaking(s) in the original shall make an integral part of the agreement.
- l) The bids accompanying the language deviated from the language of the draft provided shall be treated as non – non-responsive.

B) Optional Documents

- a) TAN Number Document.
- b) Form 26AS for last three years (Provided by Income Tax Department).
- c) LLCs (Limited Liability Company) to upload last audited balance sheet.
- d) Change of constitution of agency.
- e) Litigation History (If any).
- f) List of Abandoned works (if any).
- g) Any Other relevant documents.

C) Each bidder must produce:

- a) An affidavit (format affidavit to be attached) in the prescribed format as per Annexure XXIII. The affidavit should be of a date later than the date of calling of tender; and
- b) Such other mandatory certificates as defined in the Annexure of Formats of bid documents of HEWP. Failure to produce the certificates shall make the bid non-responsive.

2. Earnest money and Earnest money declaration Form:

- a) The Bidder who does not have a contractor ID on HEWP cannot participate in the tendering process. Bidders who have contractor ID but have not registered on HEWP can participate in the tendering process by paying the earnest money through online payment on the portal. Bidders who have contractor ID and are registered on HEWP and also have deposited one one-time deposit are eligible for participation in the tender by annexing bid-specific Earnest Money Declaration Form (as provided in Annexure-XX) generated from HEWP.

- b) The bidder who is registered as a contractor with the Haryana Government and is availing the exemption available for earnest money, shall upload bid specific Earnest Money Declaration form duly downloaded from HEWP.
- c) Any bid from the registered bidders not accompanied by an acceptable Earnest Money Declaration form (in case exemption is availed) as above or not secured as above shall be rejected by the Executing Engineer In-Charge as non-responsive.
- d) The successful bidder shall be de-registered with forfeiture of his/its one-time deposit of EMD exemption amount on HEWP and further barred from participation in future bidding for a period of 2 years, in case of failure to submit the Performance Bank Guarantee as per Clause no. 10 of Annexure-VIII (PBG clause) of this document.

3. Availability of Bid document and mode of submission:

a.	The tender document is available online at http://etenders.hry.nic.in
b.	1. Earnest Money: for Un-Registered bidders – Online. 2. Earnest Money Declaration Form: Bidders registered by the Haryana Government – the bidder shall upload an earnest money declaration form as per the format given in the bidding document online, which can be generated from contractor login on the Haryana Engineering Works Portal.
c.	Tender document fee Rs. 1,180.00/- to be paid - Online
d.	Submission of Technical Bid – Online
e.	Submission of Price Bid - Online

Note: Bidding shall be online only and no document shall be accepted in any physical form.

- e) In the first instance, the Earnest money / Earnest money Declaration Form shall be opened online and checked for correctness along with the tender document fee. If the earnest money declaration form / earnest money is found in order, the Technical Bid shall be opened (Online) in the presence of such contractors who choose to be present.
- f) Other details can be seen in the bidding documents. The Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidder’s responsibility to verify the website for the latest information related to the tender.
- g) Conditional tenders will not be entertained and are liable to be rejected.
- h) The tender without Earnest money / Earnest money Declaration form / Earnest money exemption certificates and tender document fee will not be opened.
- i) The tender of the bidder who does not satisfy the qualification criteria in the bid documents are liable to be rejected and financial bids will not be opened.
- j) The bidders may note that the works are to be carried out strictly as per the applicable laws, permits, rules and regulations. Any damages / penalties imposed by any statutory authority, like NGT etc., on account of non-compliance of any applicable laws, permits, rules and regulations shall have to be borne by the contractor.

4. Bid Validity:

- a) Online Bids shall remain valid for a period of not less than 120 days from the date of opening of the price bid. A bid valid for a shorter period shall be rejected by the Executing Officer In-Charge as non-responsive.
- b) In exceptional circumstances, prior to the expiry of the original time limit, the Executing Engineer In-charge may request that the bidders extend the period of validity for a specified additional period. The request and the bidders’ responses shall be made in writing or by email. A bidder may refuse the request without forfeiting his Earnest money. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Earnest money for a period of the extension in all respects.

5. Late Bids: Any Bid received by the Executing Engineer In-Charge after the deadline prescribed in the schedule will be returned unopened to the bidder.

6. Deadline for Submission of Bids:

- a) The Executing Engineer In-Charge may extend the deadline for submission of bids by issuing an amendment.
- b) Any addendum/corrigendum thus issued shall be part of the bidding documents and put on website only and shall be deemed to have been communicated to all the bidders.
- c) The Executing Engineer In-Charge will assume no responsibility in this regard.
- d) To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Executing Engineer In-Charge shall extend, as necessary, the deadline for submission of bids.

- e) In such case all rights and obligations of the Executing Engineer In-Charge and the bidders previously subject to the original deadline will then be subject to the new deadline.

7. Withdrawal or modification:

- a) No bid shall be modified or withdrawn after the deadline of submission of bids.
- b) Withdrawal or modification of a bid between the deadline for submission of bids and the expiration of the original period of bid validity as specified in tender document or as extended may result in the forfeiture of the Earnest money or invite action as per Earnest Money declaration undertaking.

8. Bid Opening: The technical bid will be evaluated on the basis of the documents submitted online by the bidder and no modification of his technical bid will be sought from the bidder. No cognizance of the documents submitted subsequently by the bidder on his own regarding his technical bid shall be taken. However, clarification can be sought up to the extent of clearing any doubt the documents already submitted online.

9. Correction of Errors: "Financial Bids" determined to be substantially responsive will be checked by the 'Executing Engineer In-Charge for any errors. Errors will be corrected by the Executing Engineer In-Charge as follows:

- a) Where there is a discrepancy between the unit of any item mentioned in BOQ, from that in HSR, the unit mentioned in HSR shall prevail and the total resulting from multiplying the quoted rate by the quantity, shall be taken in to account.
- b) The amount stated in the "Financial Bid" will be corrected by the Executing Engineer In-Charge in accordance with the above procedure and the bid amount adjusted in the following manner.
 - i) If the Bid price increases as a result of these corrections, the amount as stated in the bid will be the 'bid price' and the increase will be treated as rebate;
 - ii) If the bid price decreases as a result of the corrections, the decreased amount will be treated as the 'bid price'.
- c) Adjusted in bid price as stated above, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and action as per provisions of Earnest Money Declaration Form shall be initiated or Earnest Money shall be forfeited as applicable.

10. Evaluation and Comparison of Bids: The Executing Engineer In-Charge will evaluate and compare only the bids determined to be substantially responsive. In evaluating the Bids, the Executing Engineer In-Charge will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- a) Adjustments to reflect discounts or other prices offered in financial bids submitted online.
- b) If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Executing Engineer In-Charge may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices.
- c) After evaluation of the price analysis, the Executing Engineer In-Charge may require that the amount of the Performance Security set forth be increased at the expense of the successful Bidder to a level sufficient to protect the Executing Engineer In-Charge against financial loss in the event of default of the successful Bidder under the Contract.
- d) The amount of the increased Performance Security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.
- e) The Executing Engineer In-Charge serves the right to accept or reject any variation or deviation. Variations and deviations and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer, shall not be taken into account in Bid evaluation.
- f) The estimated effect of the price adjustment conditions, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

11. Notification of Award and Signing of Agreement:

- a) The bidder whose Bid has been accepted will be notified of the award by the Executing Engineer In-Charge prior to the expiration of the Bid validity period by email confirmed by registered letter. This letter (hereinafter and in the PART-I: *General Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Executing Engineer In-Charge will pay to the Contractor in consideration of the execution, completion and maintenance of the works, by the Contractor during defect liability period as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- b) The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Security.

- c) The Agreement will incorporate all agreements between the Executing Engineer In-Charge and the successful Bidder. It will be signed by the Executing Engineer In-Charge and the successful Bidder after the Performance Bank Security is furnished.
- d) Upon the furnishing by the successful Bidder of the Performance Security, the Executing Engineer In-Charge will promptly notify the other Bidders that their Bids have been unsuccessful.
- e) Upon the furnishing by the successful Bidder of the Performance Security, the Executing Engineer In-Charge shall issue the "Letter to proceed with the work".
- f) If the lowest tenderer (L-1) backs out, his earnest money shall be forfeited or action as per conditions of Bid Security Declaration Form shall be initiated. The agency will be de-barred for giving tenders for two year and the second lowest tenderer (L-2), third lowest tenderer (L-3) in order of sequence, may be called upon to bring his offer to the same level as the originally first lowest tenderer. In the event of their refusal to do so, tenders shall be recalled.
- g) In case of great urgency, the authority competent to accept the tender may authorize a call of limited or short-notice tenders.

12. Bill of Quantities:

- i) The Bill of quantities shall be read in conjunction with the instructions to Bidders, Conditions of contract, Technical Specifications and Drawings.
- ii) The quantities given in the Bill of Quantities are estimated and provisional and are given to provide a common basis for bidding.
- iii) The basis of payment will be the actual quantities of work ordered and carried out, as measured by the contractor and verified by the Engineer and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates as the Engineer may fix within the terms of the Contract.
- iv) The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, all taxes (but excluding GST) and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
- v) The rates and prices shall be quoted entirely in Indian Currency.
- vi) A rate or price shall be entered against each item in the Bill of Quantities, whether the quantities are stated or not.
- vii) The cost of Items against which the contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
- viii) The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no Items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related Items of work.
- ix) General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.
- x) Errors will be corrected by the Executing Officer In-Charge for any arithmetic errors pursuant to clause of the Instructions to Bidders.
- xi) The 'Engineer' shall be entitled to order work against any item or work shown in this contract schedule of rates herein after called the "Schedule" to any extent and without any limitation whatsoever as may be required in his opinion for the purpose of work irrespective of the fact the quantities are omitted altogether in the "Schedule" or shown more or less than the work ordered to be carried out.
- xii) Quantities given in the BOQ may vary at the time of execution of works done at site by the contractor.
- xiii) Unless otherwise specified all material, machinery and labour input are to be arrange by the contractor.
- xiv) As and when contractor gives condition that arrangement of water shall be made by the department, it shall be deemed that all the charges incurred thereon shall be borne by the department and recovery on the total work done shall be made from him.
- xv) Rate quoted by the contractor for each N.S. item shall be for complete job including all taxes (but excluding GST), carriage etc.
- xvi) Nothing extra on any account shall be paid. The payment will be made according to the actual work done by the contractor.

-sd/-

Executive Engineer/BMD-IV, Unit-6,
For Chief Engineer, PTPS, Panipat

LABOUR LAWS

- 1). **Registration of Establishment (PTPS) and obtaining the Labour License/ Renewal.**
 The Registration of Panipat Thermal Power Station with the list of working Contractors is required under Section -7 of Contract Labour Act, 1970. The name of working Contractor must be on the list of Contractors otherwise he (contractor) will not get Labour License/Renewal from the Labour Department, Haryana Govt. So as and when the work is awarded to the contractors other than included in the list of contractors attached with the Registration of Panipat Thermal Power Station, the contractor will ensure that his name on the prescribed Performa is intimated to the Centralized Agency by the officer in charge of the work for getting his name including in the said list.
 Further after the needful, the contractor will be under obligation to obtain labour license/ its renewal under Section 12 of ibid Act from the Labour Department, Haryana Govt. by completing the requisite formalities.
- 2) **Payment of wages to the workers deployed on the work Under Section 63 to 73 of Contract Labour Act-1970.**
 The contractor will be bound to pay wages to the workers deployed by him on the work as per minimum wages fixed by Labour Department, Haryana Govt., Chandigarh 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(A) **Compliance of various Labour Acts.**
 The contractor shall abide by all the labour laws required to be followed and he shall furnish an undertaking on NJSP of appropriate value duly attested by the Notary Public to the effect that he will comply with all the Acts, laws and Regulations as may be applicable with regard to performance of work including Factory Act-1948, Industrial Dispute Act-1947, Employees State Insurance Act-1948, Employee Provident Fund Act-1952, Payment of Wages Act-1936, Minimum Wages Act-1948, Contract Labour Act (R&A, 1970) Workmen compensation Act 1923 and others rules and regulations as framed by the Central/ State Govt. in this regard from time to time.
- (B) The contractor shall also specify in the above Undertaking that all the labour / workmen engaged by him for rendering the services under the contract, will be the employees of the contractors for all intents and purposes and shall have no claim / right on the HPGCL. All the risks, responsibilities and liabilities towards his labour shall be owned by him. The contractor will take such steps as may be directly responsible for any dispute arising between him and his labour / workmen and keep the HPGCL and its officers indemnified from and against all losses, damages and any claim/ liability arising there from. Under no circumstances whatsoever, HPGCL would be held responsible in respect of contractor's workers. In case any expenditure is incurred by HPGCL as a result of certain dues on the part of the contractor's labour or otherwise, the HPGCL is entitled to recover / claim such dues /compensation from the contractor's pending payments bills or through court of law.
- (C) Besides the above, the contractor shall obtain an affidavit on the NJSP value duly signed and witnessed by him under his seal and duly attested by the Notary Public from his each and every individual worker/ employee that they will not claim any employment in HPGCL in lieu of services rendered by them to the contractor 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 along with 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 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 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) Factory ACT/Minimum Wages ACT/Insurance ACT/EPF ACT Etc

Strict adherence of various applicable labour laws like the Factories Act, Minimum Wages Act, ESI Act, Payment of Wages Act, the workman's compensation Act, EPF Act, Contractor labour (Regulation & Abolition) Act, 1970 and all other statutory requirements as amended from time to time to the entire satisfaction of Central/State Govt. Authorities, shall be the responsibility of the Contractor and he shall have to make good loss, if any, suffered by HPGCL on account of default in this regard by the contractor. The contractor will submit the copy of EPF Challan along with ECR and ESI Challan along with its contribution details at the time of 90% payment to CLWO. The EPF contributions will be deposited by the contractor in his own EPF code no.

10) INSURANCE OF WORKERS

The contractor will be solely responsible for any liability for his workers in respect of any accident, injury arising out and in course of contractor's employment. To meet his aforesaid obligation under the workmen Compensation Act, the contractor will obtain cover note from the Insurance Company under W.C. Policy in respect of persons employed by him for carrying out his work and obligation under the agreement. The premium payable for the aforesaid Insurance Policy shall be borne by the contractor. The contractor shall ensure that the said Insurance Policy of this insurance cover is required to be submitted by the contractor to Engineer-in-charge of work/CLWO immediately after issue of LOI, but before the start of work. Payment against the work done will not be released to the contractor until and unless the contractor submits photocopy of Insurance cover. This is mandatory for all the contractor's workers who are not covered under ESI, while working in PTPS premises.

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

XEN/BMD-IV, Unit-6,
For Chief Engineer
PTPS, Panipat

CONTRACT AGREEMENT

This contract agreement entered in to this _____ day of the month of _____, 2024 between Haryana Power Generation Corporation Ltd., a body corporate constituted under the Indian Company Act, 1956 herein after called Corporation which terms shall include all its heirs and successors on the one _____ hand _____ and _____ M/s _____ . The contractor which terms shall include all its heirs and successors on the other hand.

Whereas a contract for _____ at PTPS, Panipat for the work of _____ as officially described in tender documents issued against **NIT no: Ch-30/2024-25/PTP/U-6/BMD-50/Vol.-XXXV** dated **15.10.2024** 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 agrees 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/regulations 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.

Format for Acceptance

I _____ Designation _____

of (Name of the Company) _____

hereby accept all the terms and conditions given in the NIT **No. Ch-30/2024-25/PTP/U-6/BMD-50/Vol-XXXV Dated 15.10.2024.**

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 _____ TIN _____

GST No. _____.

6. Bank Details (attached signed cancelled cheque)

- i) Bank Name & Address _____
- ii) Bank Account Number _____
- iii) Bank Branch Code _____
- iv) IFSC Code of Branch _____
- v) Nature of account (current/saving/OD/CC) _____

7. Main lines of Business

- i. _____ since _____
- ii. _____ since _____
- iii. _____ since _____

8. Annual Turnover of past three year

- i. _____
- ii. _____
- iii. _____

9. Past Experience: -

Name of Organization	Period	Reference of Contract	Order Value contract wise

10. Any other _____

Signature & Stamp of Bidder

STANDARD OPERATING PROCEDURES FOR TAX COMPLIANCE

A) Submission of GST Documents & Compliances to be made by the Contractor:

- i) It is to ensure that the prospective bidders submit a copy of the Registration Certificate under GST.
- ii) The following undertaking (on the letterhead of the 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.
 - 1.9. Undertaking
- iii) **To submit an Undertaking that** "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 the 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 ."
- iv) The GST Registration status of contractor will be verified from the official website **www.gst.gov.in**
- v) The address of the 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.
- vi) Filing 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 be made compulsory. The supplier has to furnish an 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 an undertaking in case the firm is not generating an e-invoice in the 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/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

- viii) In case of failure at the end of the contractor regarding the deposit of tax and in complying with conditions mentioned 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 the contractor to the credit of HPGCL.

- ix) The contractor will undertake to immediately inform the HPGCL about any amendment in the GST certificate and to immediately submit the updated registration certificate.
- x) EMD and Securities/Bank Guarantees taken by HPGCL against the work order may be refunded only after payment of GST by Supplier/Vendor which was charged from HPGCL.
- xi) In case of any issue arises w.r.t failure by the firm in GST compliance, all future payments to be put on hold.

B) Standard Operating Procedures to Monitor Compliances Under TDS Provisions of Income tax Act:

- i. Any person making specified payments mentioned under the Income Tax Act are required to deduct TDS at the time of making such specified payment (annexure-I). The SOP deals with procedure to be followed when HPGCL deducts the tax while making payment to others and when tax is deducted from payments made to HPGCL.
- ii. **HPGCL as a Deductor of tax:**
 - a) Any tax deducted from payment to any person is a liability of HPGCL and the tax is to be deposited invariably on or before the due date as per annexure-I by filing challan no. ITNS-281.
 - b) Filing of TDS return is mandatory and the return should be filed on or before the due date as per annexure-I.
The type of return to be filed is as under:
Form Transaction to be reported
 - (i) 24Q - TDS on salaries
 - (ii) 26Q - TDS on all payments except salaries
 - (iii) 26QC - TDS on rent
 - c) As per section 196 of Income Tax Act 1961, no deduction of tax shall be made by any person from any sums payable to Govt. (State & Central Govt.)
 - d) As per Circular No.18/2017, The Central Board of Direct Taxes (the Board) for such entities whose income is unconditionally exempt under Section 10 of the Income-tax Act (the Act) and who are also statutorily not required to file return of income as per Section 139 of the Act, there would be no requirement for tax deduction at source (TDS) from the payments made to them since their income is anyway exempted from tax under the Act.
- iii. **HPGCL is in receipt of payment net of TDS:**
 - a) Payer to submit an undertaking that all the TDS pertaining to HPGCL will be deposited and return of TDS so deposited will be filed, with in due time.
 - b) Staff to monthly monitor the Form 26AS to ensure that the TDS deducted out of payment of HPGCL has been deposited to the PAN of HPGCL.
 - c) In case, TDS deducted is not updated in Form 26As after expiry of due date of filing of TDS return, issue needs to be taken up with the concerned party
 - d) Staff to undertake periodic reconciliation of TDS as per 26AS and TDS as appearing in books.
 - e) TDS so deducted by other party should be claimed in Income Tax Return of that financial year
- iv. **Specified Payments/ Transaction applicable to TDS:**
 - a) TDS is to be deducted on the specified transaction mentioned under Income tax act. These transactions are given below with their section, limits & rate as per FY 2019-20 i.e. AY2020-21.

Section	Income Type	Limit	TDS Rate In %
192	Salary Income	As per Basic Exemption limit& deduction	–
193	Interest on securities	Rs.10,000	10%
193	Interest on debenture	Rs.5,000	10%
194	Dividend other than listed company	NA	10%
194A	Interest other than on securities by other than Bank/FIs	Rs. 5,000	10%
194H	Commission on brokerage	Rs. 15,000	5%
194I	Rent of Land, Building and Furniture	Rs. 2,40,000	10%
194I	Rent of plant & machinery	Rs. 2,40,000	2%
194IB	Rent	Rs. 50,000 per month	–
194IA	Transfer of immovable property other than agriculture land	Rs. 50lakh	1%
194C	Payment to contractor /subcontractor (single transaction)	Rs. 30,000	2%
194C	Payment to contractor during the year	Rs. 1,00,000	2%
194J	Professional fees/Technical fees etc.	Rs. 30,000	10%

b) Due date for payment/depositing TDS/return filed

Date of ending of the quarter of FY	Due date for filling of return
30th June (April – June)	31st July of FY
30th September (July-September)	31st October of FY
31st December (Oct.-Dec.)	31st January of FY
31st March (Jan.-March)	31st May of FY immediately following FY
Months	Due date of TDS payment
April to February	7th of following month
March	30th April

-sd-

Executive Engineer/BMD-IV, Unit-6,
For Chief Engineer, PTPS, Panipat

FORMAT-I

LETTER OF ACCEPTANCE

(Letter head paper of the Executing Officer In-Charge)

No.____

Dated_

To

_____ (Name and address of the Contractor)

Dear Sirs,

This is to notify you that your Bid dated_____for execution of the_(name of the contract and identification number as given in the contract data) for the contract Price of Rupees _____(amount in words and figures), as corrected and modified in accordance with the Instructions to Bidders¹ is hereby accepted. You are hereby requested to furnish Performance Security, (and additional security for unbalanced bids in terms of ITB Clause 29.3) [*where applicable*] in the form detailed in Clause 34.1 of ITB for an amount equivalent to Rs.____within 15 days of the receipt of this letter of acceptance valid up to 28 days from the date of expiry of Defect Liability-cum- Maintenance Period i.e. up to_____and sign the contract, failing which action as stated in Clause 34.3 of ITB will be taken.

Yours faithfully,

Authorized Signature

Name and title of Signatory

Name of Executing Officer In-Charge

for and on behalf of HPGCL

FORMAT-II

ISSUE OF NOTICE TO PROCEED WITH THE WORK
(Letter head paper of the Executing Officer In-Charge)

No. _____

Dated _____

To

_____ (Name and address of the Contractor)

Dear Sirs,

Pursuant to your furnishing the requisite Performance Security as stipulated in ITB Clause 34 and signing of the Contract for the work of _____ at a bid price of Rs. _____.

You are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

Authorized Signature

Name and title of Signatory

Name of Executing Officer In-Charge
(for and on behalf of HPGCL)

FORMAT-III

STANDARD FORM: AGREEMENT

This Agreement, made the _____ day of _____ 20, between Executive Engineer/BMD-IV, Unit-6, Panipat Thermal Power Station, HPGCL, Panipat of the one part, and M/s _____ [name and address of Contractor] (hereinafter called "the Contractor" of the other part).

Whereas the Executing Officer In-Charge is desirous that the Contractor execute Work Order No. _____/2024-25/PTP/U6/BMD-50/Vol-XXXV, dated: _____ for the work of

_____ and the Executing Officer In-Charge has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a cost of Rupees _____ including GST.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Executing Officer In-Charge to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Executing Officer In-Charge to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Executing Officer In-Charge hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and remedying the defects within the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - i) Letter of Acceptance;
 - ii) Notice to Proceed with the works;
 - iii) Contractor's Bid;
 - iv) Contract Data;
 - v) Special Conditions of Contract and General Conditions of Contract;
 - vi) Specifications;
 - vii) Drawings;
 - viii) Bill of Quantities; and
 - ix) Any other document listed in the Contract Data as forming part of the Contract.

In witness whereof, the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____ was here unto affixed in the presence of:

Signed, Sealed and Delivered by the said _____ in the presence of:

Binding Signature of Executing Officer In-Charge _____

Binding Signature of Contractor _____

FORMAT-IV

Form of Unconditional Bank Guarantee from Contractor for Performance Bank Guarantee

(BANK GUARANTEE)

WHEREAS, _____ [Name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated _____ [date] for the construction of _____ [name of contract hereinafter called "the Bid"].

KNOW ALL PEOPLE by these presents that

We _____ [name of Bank] of _____ [name of country] having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [name of Executing Officer In-Charge] (hereinafter called "the Executing Officer-In-Charge") in the sum of _____* for which payment well and truly be made to the said Executing Officer-In-Charge the Bank itself, his successors and assigns by these presents.

SEALED with the common seal of the said Bank this _____ day of _____, 20____.

THE CONDITIONS of this obligation are;

1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the form of tender.

OR

2) If the Bidder having been notified to the acceptance of his bid by the Executing Officer In-Charge during the period of Bid validity:

- a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
- b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders; or

We undertake to pay to the Executing Officer In-Charge up to the above amount upon receipt of his first written demand, without the Executing Officer In-Charge having to substantiate his demand, provided that in his demand the Executing Officer In-Charge will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____** days after the deadline for submission of Bids or as such deadline as is stated in the Instructions to Bidders or as it may be extended by the Executing Officer In-Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____

SIGNATURE _____

WITNESS _____

SEAL _____

[Signature, name and address]

* The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees.

** 45 days after the end of the validity period of the Bid. Date should be inserted by the Executing Officer In-Charge before the Bidding documents are issued

FORMAT-V

Earnest Money

Declaration Form

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

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 120 (one hundred twenty) days from the bid due date.
2. I, on behalf of the bidder, (Name of 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 34.1 of the tender document, then (Name of 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 Twoyear from the bid due date of this work

(Signature of the Authorized Signatory)
(Official Seal)

FORMAT-VI

PERFORMANCE BANK GUARANTEE

To

_____ (Name and address of the Contractor)

WHEREAS _____ [name and address of Contractor] (hereafter called "the contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of _____ [amount of guarantee]* _____ (in words), such sum being payable in the types and proportions of currencies in which the Contract Price is Payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the expiry of the **Defect Liability-cum-Maintenance Period**.

Signature and Seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

*An amount shall be inserted by the Guarantor, representing the percentage the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

FORMAT-VII
EQUIPMENT/MACHINERY LEASE AGREEMENT

The Lease Agreement (the "Agreement") is made and entered on dated _____, by and between ("Lessor) and ("Lessee") (collectively referred to as the parties).

The parties agree as follows: -

1 Lessor hereby leases to Lessee the following machinery and equipment:

- 2 LEASE TERM: The Lessee will start on dated _____ (begin date) and will end on dated _____ (end date).
- 3 LEASE PAYMENT: Lessee agrees to pay lessor as rent for the equipment/ machinery the amount of Rs. _____ ("RENT") each month in advance on the first day of each month at _____ (Address for rent payment) or at any other address designated by Lessor.
- 4 LATE PAYMENT: If any amount under this agreement is more than _____ days late, lessee agree to pay a late fees of Rs. ___ per day.
- 5 SECURITY DEPOSIT: Prior to taking possession of the Equipment/ machinery, Lessee shall deposit with Lessor in trust, a security deposit of Rs. _____ as security for the performance by Lessee of the terms under this agreement and for any damages caused by Lessee or Lessee's agents to the equipment/ machinery during the lease term. Lessor may use part or all of security deposit to repair any damage to Equipment/ machinery caused by Lessee or Lessee's agents. However, lessor is not just limited to security deposit amount and lessee remains liable for any balance. Lessee shall not use or apply any such security at any time in lieu of payment of rent. If lessee breaches any terms or conditions of this Agreement, Lessee shall forfeit any deposit, as permitted by law.
6. DELIVERY: Lessee shall not be responsible for all expenses and costs i) at the beginning of the Lease Term, of transporting the equipment/ machinery Lessee's premises and ii) at the end of the Lease Term, of transporting the equipment/ machinery back to Lessor's premises.
7. POSSESSION AND SURRENDER OF EQUIPMENT/ MACHINERY: Lessee shall be entitled to possession of the equipment/ machinery on the first day of Lease Term. At the expiration of the lease term, Lessee shall surrender the equipment/ machinery to Lessor by delivering the equipment/ machinery to Lessor or Lessor agents in good condition and working order, ordinary wear and tear excepted, as it was at the commencement of the agreement.
8. USE OF EQUIPMENT/ MACHINERY: Lessee shall only use the equipment/ machinery in a careful and proper manner and will comply with all laws, rules, ordinances, statues and orders regarding the use, maintenance of storage of the equipment/ machinery.
9. CONDITIONS OF EQUIPMENT/ MACHINERY AND REPAIR: Lessee or Lessee's agent has inspected the equipment/ machinery and acknowledges that the equipment/ machinery is in good and acceptable condition.
10. MAINTENANCE, DAMAGE AND LOSS:- Lessee will, at Lessee's sole expense, keep and maintain the equipment/ machinery clean and in good working order and repair during the Lessee Term. In the event the equipment/ machinery is lost or damaged beyond repair, Lessee shall pay to Lessor the replacement cost of equipment/ machinery, in addition, the obligations of this Agreement shall continue in full force and effect through the Lease term.
11. INSURANCE: Lessee shall be responsible to maintain insurance on the equipment/ machinery with losses payable to Lessor against fire, theft, collision and other such risks as are appropriate and specified by Lessor, upon request by Lessor, Lessee shall provide proof of such insurance.
12. OWNERSHIP: The equipment/ machinery is and shall remain the exclusive property of Lessor.
13. BINDING EFFECT: The covenants and conditions contained in the Agreements shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.
14. GOVERNING LAW: This agreement shall be governed and constructed in accordance with the Laws of State of Haryana.
15. NOTICE: Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by courier or speed post to Lessor/ Lessee.
16. Either party may change such address from time to time by providing notice as set for the above.
- 17.

ADDRESS OF LESSOR

ADDRESS OF LESSEE

In witness whereof, the parties have caused this Agreement to be executed the day and year first abovewritten.

LESSOR _____

LESSEE _____

FORMAT-VIII

FORMAT FOR THE AFFIDAVIT

(NOTE: This affidavit should be on a non-judicial stamp paper of Rs.10/- and shall be attested by Magistrate/Sub-Judge/ Notary Public)

Name of work _____

I, (name of the authorised representative of the bidder) son/daughter of.....resident of.....(full address), aforesaidsolemnly affirm and state as under:

1. I, undersigned, do hereby certify that all the information furnished and statement's made in response to this notice inviting bid are true and correct and nothing has been concealed.
2. I, undersigned or our firm M/s _____ have never been blacklisted or debarred by any State Govt. /Central Government/Autonomous Body/Authority in Law.
3. I, undersigned or our firm M/s _____ have never been declaredbankrupt/ insolvent as on date.
4. The undersigned hereby authorize(s) and request(s) any bank, person, firm PSU/ Authority or Corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding may (our) competence and generalreputation.
5. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/ Project implementing agency.
6. I, the undersigned do hereby undertake that our firm M/s _____ would invest a minimum cash upto 25% of the value of the work during implementation of the Contract.
7. I, the undersigned do hereby undertake that our firm M/s _____ agree to abide by this bid for a period of 120 days from the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.
8. I, the undersigned do hereby undertake that our firm M/s _____ agree to deploy on this work the machinery, equipment and technical personnels as mentioned in the bid document.
9. *I hereby certify that I have been authorised by (the bidder) to sign on their behalf, the bid mentioned in paragraph 1 above.

Place:

Date:

Deponent Signed by an Authorized
Officer of the firm (Deponent)

* not applicable if the bidder is an individual and is signing the bid on his own behalf.

FORMAT-IX

UNDERTAKING

Description of the Works :
To :
Address :

1. With full understanding that Part-II of our bid (Financial bid) will be opened only if I/We qualify on the basis of evaluation in Part-I of the Bid (Technical bid), I/We offer to execute the Works described above and remedy any defects therein in conformity with the conditions of Contract, specifications, drawings, Bill of Quantities and Addenda for an amount quoted in the Financial Bid.
2. I/We agree to abide by this Bid for the period of 120 days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
3. Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
4. I/We undertake, if our Bid is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the document.
5. I/We understand that you are not bound to accept the lowest or any tender you may receive.

Signature of Authorised Signatory

Name and Title of Signatory.....

Name of Bidder

Authorised Address of Communication.....

Telephone Nos (Office)

Mobile No.

Facsimile (Fax) No.

Electronic Mail Identification (Email ID)

Place:

Date: