

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

**RADIOGRAPHY OF HP JOINTS OF BOILER TUBES OF 250 MW,
UNIT-7, PTPS, PANIPAT**

e-NIT No. Ch-10 /MP-7071/Radiography /2024 Dated 19.11.2024

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

TELEPHONE NO. 0180-2566015

FAX NO. 0180-256480/6015

PANIPAT THERMAL POWER STATION, PANIPAT

(A Unit of Haryana Power Generation Corporation Ltd)

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

(Regd. Office: UrjaBhawan, Sector-6, Panchkula

Web site WWW. hpgcl.org.in Email.id: -xenmtcplg1@gmail.com

INDEX

Sr. No.	Description	Page No.
1.	NOTICE INVITING TENDER	3
2.	INFORMATION REGARDING ONLINE PAYMENT	4
3.	INSTRUCTIONS TO BIDDER ON ELECTRONIC TENDERING SYSTEM	5-6
4.	GENERAL INSTRUCTIONS FOR TENDERERS	7-9
5.	SCOPE OF WORK	10
6.	GENERAL TERMS & CONDITIONS	11-15
7.	LABOUR LAWS	16
8.	SUPERVISION/QUALITY CONTROL OF WORK	17
9.	STATEMENT OF BIDDER	18
10.	ACCEPTANCE CERTIFICATE	19
11.	CHECK LIST	20
12.	UNDERTAKING FROM BIDDER	21



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

HARYANA POWER GENERATION CORPORATION LIMITED

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

Corporate Identity Number: U45207HR1997SGC033517

Website: www.hpgcl.gov.in

Email- xenmtcplg1@gmail.com

Telephone No. 0180-2566015

Fax No. 0180-2566015

ONLINE NOTICE INVITING TENDER

E-tenders in two parts are invited on behalf of CE/PTPS, Haryana Power Generation Corporation Limited (HPGCL) Panipat, for the following works to be carried out at PTPS, Panipat during capital overhauling of 250 MW, Unit-7, from eligible parties for the work detail as under:-

Tender Enquiry No.	Ch-10 /MP-7071/Radiography /2024
Description of Item	RADIOGRAPHY OF HP JOINTS OF BOILER TUBES OF 250 MW, UNIT-7, PTPS, PANIPAT
Start date and time of tender uploading	20.11.2024 at 18:00 Hrs
Last date for submission of tender	04.12.2024 at 13:00 Hrs
Tender Opening (Part-I)	10.12.2024 at 15:00 Hrs
Tender Fee (Non –refundable)	Rs.1,180/-
e-service Fees (Non –refundable)	Rs.1,180/-
Earnest Money	Rs. 5,600/-
INFORMATION REGARDING ONLINE PAYMENT	As per Annexure-A
INSTRUCTIONS TO BIDDER ON ELECTRONIC TENDERING SYSTEM	As per Annexure-B
GENERAL INSTRUCTIONS FOR TENDERERS	As per Annexure-C
SCOPE OF WORK	As per Annexure-D
GENERAL TERMS & CONDITIONS	As per Annexure-E
LABOUR LAWS	As per Annexure-F
SUPERVISION/QUALITY CONTROL OF WORK	As per Annexure-G
STATEMENT OF BIDDER	As per Annexure-H
ACCEPTANCE CERTIFICATE	As per Annexure-I
CHECK LIST	As per Annexure-J
UNDERTAKING FROM BIDDER	As per Annexure-K

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

The Bidders can download the tender documents from the Portal: [https:// etenders.hry.nic.in](https://etenders.hry.nic.in).

The Bidders shall have to pay for the Tender documents, EMD Fees & eService Fee online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between contractors and online payment authorization networks. The Payment for Tender Document Fee and eService Fee can be made by eligible bidders/ contractors online directly through **Debit Cards & Internet Banking Accounts** and the Payment for **EMD** can be made online directly through **RTGS / NEFT**.

- NOTE:**
1. If the tenders are cancelled or recalled on any grounds, the tender document fees & e-service fee will not be refunded to the agency.
 2. Those agency 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. concerned Executive Engineer.**

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 Industries Corporation, Govt. of India.
- iv) Firms borne on the HPGCL’s approved list of suppliers which may have made a permanent earnest money deposit of Rs.10.00 Lakh 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.

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

Key Dates

Sr. No.	Department Stage	Tenderer’s Stage	Start date and time	Expiry date and time
1	-----	Downloading of Tender Documents & Bid Preparation	20.11.2024 at 18:00 Hrs	04.12.2024 at 13:00 Hours
3	Technical Opening (Part-I)	-	10.12.2024 at 15.00 Hours	---
4	Short listing of Technical bids & Opening of Financial Bid		Will be intimated to the firms on their E-mail	

INSTRUCTIONS TO THE BIDDER ON ELCTRONIC TENDERING SYSTEM:**1. Registration of bidders on e-Procurement Portal:**

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

2. Obtaining a Digital Certificate:

2.1. The Bids submitted online should be encrypted and signed electronically with a digital certificate to establish the identity of the bidder bidding online. These digital certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

2.2. A digital certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master/ Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website- <https://etenders.hry.nic.in>

2.3. The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate .

2.4. Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt the data and sign the hash during the stage of bid preparation & hash submission. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).

2.5. In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

2.6. In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

2.7. The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3. Opening of an Electronic Payment Account:

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

4. Pre-requisites for online bidding:

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

5. Online Viewing of Detailed Notice Inviting Tenders:

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

6. Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Procurement portal <https://etenders.hry.nic.in>.

7. Key Dates:

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

8. Bid Preparation (Technical & Financial) Online Payment of Tender Document Fee, eService fee, EMD fees and Submission of Bid Seal of online Bids:

8.1. The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee can be made by eligible bidders/ contractors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT. The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

8.2. The bidders shall upload their technical offer containing documents, qualifying criteria, technical specification and all other terms and conditions except the rates (price bid). The bidders shall quote the prices in price bid format.

8.3. Submission of bids will be completed by submission of the digitally signed & sealed bid as stated in the time schedule (Key Dates) of the Tender.

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

Note:

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

(B). From the starting date of Tender downloading to final date of submission of bid, the bidder can rework on his bid number of times he wants. If bidder submits the revised bid including price bid, original bid will automatically deleted and this revised bid will become original bid. No revised bid will be submitted after Part-I (Technical Bid) is opened.

(C). Complete bid will only be submitted after realization of tender document's fee and EMD.

(D). Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal [http:// https://etenders.hry.nic.in](http://https://etenders.hry.nic.in).

(E). For help manual please refer to the 'Home Page' of the e-Procurement website at [https:// https://etenders.hry.nic.in](https://https://etenders.hry.nic.in), and click on the available link 'How to.... ?' To download the file.

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

1. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the

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

**Executive Engineer/MP-I,
for Chief Engineer/PTPS,
HPGCL, Panipat.**

GENERAL INSTRUCTIONS FOR TENDERER

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

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

The bidder should be a registered vendor of HPGCL as per Vendor registration policy for Radiography of HP Joints of Boiler Tubes.

or

The bidder have already successfully executed during preceding 07 years reckoned from 30.09.2024 the Radiography of HP Joints of Boiler Tubes of 110 MW capacity or above in HPGCL/NTPC/any State Electricity Board/any Public Sector Unit/Central Govt. /State Govt./Semi Govt. or in any Thermal Power Plant having minimum work order directly placed on them of value as under:-

- i. Single order of value not less than Rs. 2.23 Lacs or
- ii. Two orders of the value not less than Rs. 1.40 Lacs each or
- iii. Three orders of the value not less than Rs. 1.12 Lacs each

B. The firm shall submit the copy/copies of work order(s) along with the relevant satisfactory work completion certificate(s) or the copy of repeat work orders for similar works from the same Organization, duly attested/Notarized in support of qualifying conditions.

C. The firm shall possess the valid PAN, EPF & GST nos.

D. The bidder should have valid ESI no. or shall submit an undertaking to provide the same within one month issue of work order.

E. The Bidder must have contractor ID on HEWP Portal (Haryana Engineering Works Portal) for participation in the tendering process failing which the firm's tender will be straight away rejected.

Note:

- a) A committee nominated by HPGCL shall evaluate all the bids for fulfillment of qualifying criteria.
- b) Originals of any / all documents submitted by bidders while tendering, may be asked for verification at the time of evaluating the tender or anytime thereafter.
- c) The firm has to submit the copy of work orders executed by them along with completion/performance certificate or copy of the repeated work orders from the same agency/enterprises/power plant etc. duly attested in support of qualifying conditions and as a proof of satisfactory execution of work.
- d) Eligibility of the black listed firms to participate in NIT: The firms who have been blacklisted by HPGCL or any other Centre or State Power Utility/ Board or Corporation/ or any other Thermal/Hydro Electricity project shall not be eligible to bid against the NIT of HPGCL, However:-
 - 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 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 the past by any organization and presently such blacklisting has been removed by such organization then it will not tantamount to ineligibility of the bidder.
 - iv) Firm has to certify itself for its eligibility with supporting documents to participate in the NIT stating that it has not been blacklisted by any organization presently, however in case at a later stage such certification 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 regulations of the corporation.
- e) The rates will remain firm throughout the contract period irrespective of change of minimum wages etc.
- f) The firm should fill statement of bidder's Proforma as per annexure enclosed and submit authentic supporting documents for proving its credential. Original documents may be asked for verification at the time of finalizing the tender.
- g) Decision of the HPGCL regarding fulfillment of Pre-qualification requirement shall be final and binding upon the bidders.

2. Before submitting tender online the instructions may be read carefully regarding submission of tender. If any bidder finds discrepancies or omissions in the tender documents or is in doubt as to the true meaning of any parts, he shall clarify same from tender issuing office in writing before the due date of submission of the bid.
3. The “Application for Bidding” along with the “Terms and conditions of the contract and its all Annexure should be submitted duly filed up completely and signed on each page by the tenderer online. Work offered should be strictly according to the specifications of scope of work and to the terms & conditions of the NIT. Unless a deviation from the specifications and terms and conditions given in NIT is pointed out by the tenderer specifically, it will be presumed that offer/ Tender conforms to the specifications and terms and conditions as laid down in NIT.
4. The tenderers shall submit their tender in two parts- the first part containing documents for qualifying criteria, technical specification, schedule of completion period, and all other terms and conditions except the rates (price bid), and the second part containing the rates (price bid) quoted for each item as well as other related terms like Works tax, GST, price escalation, etc.

RATE QUOTING SHEET: The tenderer will quote their rates strictly as per the rate quoting sheet.

5. All tenders received against this enquiry irrespective of whether they are from the approved contractors on the registered list or others, shall be considered, provided they are on the prescribed form and in accordance with the Qualifying as well as other tender conditions and specifications.
6. Unless exempted specifically, tenders not accompanied with the prescribed EMD/Cost of Tender shall be rejected. EMD/Cost of Tender shall be in the prescribed mode of payment as asked in the NIT, otherwise, the tender shall be liable to be rejected.
The following are only 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 Industries Corporation, Govt. of India.
 - iv) Firms borne on the HPGCL’s approved list of suppliers which may have made a permanent earnest money deposit of Rs.10.00 Lakh 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.
7. The validity of the tender/offer shall be for **120 days** from the date of opening of the price bid.
8. The rate negotiations could be held up to L3 bidder, if the difference between the L1 quoted rates and those quoted by L2 and L3 is within 5% of L1 quoted rates. In case where the L1 bidder refuses to further reduce his offered price and L2 or L3 bidder comes 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 rate negotiations shall be held as per Govt. Notification/Guidelines issued from time to time.**
9. No deviation shall be allowed. However, in case of deviation of taxes etc., the same be loaded for comparison purpose.
10. The bidders/ contractors shall observe the highest standards of ethics during the submission of tender, and execution of the contract. In case of evidence of cartel formation by the bidder (s) EMD is liable to be forfeited.
11. The bidder shall bear all costs including bank charges, if any, associated with the preparation and submission of his bid, and HPGCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
12. CE/PTPS, HPGCL, Panipat reserves the right to cancel the NIT or to change qualifying requirement or to reject any or all the tenders so received without assigning any reason and will not be responsible and will not pay for any expenses or losses that may be incurred by the tenderers in preparation of the tenders.

13. **INSPECTION OF SITE OF WORK**

Before tendering, the tenderer is advised to inspect the site of work, the environment & get acquainted with the actual work & other prevalent conditions, facilities available. No claim will be entertained later, on the ground of lack of knowledge.

14. The whole work against this tender shall be awarded to a single firm whose overall quoted/equated prices are lowest for the complete package.

15. The bidders shall supply partnership deed in case of partnership firm and Memorandum of Association and Article of Association in case of a company.

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

a) Even though the bidders meet the above Qualifying Criteria they are subject to be disqualified, if they have made misleading or false representations in the forms, statements and attachments submitted in the proof of the qualification requirements.

b) Notwithstanding anything stated above Haryana Power Generation Corporation Ltd. reserves the right to assess the tenderer's capacity to perform the contract should the circumstances warrant such assessment in the overall interest of the Haryana Power Generation Corporation Ltd. In this regard the decision of the corporation will be final.

17. **Earnest money and Earnest money declaration Form**

17.1. The Bidder who does not have 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 time deposit are eligible for participation in the tender by annexing bid specific Earnest Money Declaration Form generated from HEWP.**

**Executive Engineer/MP-I,
for Chief Engineer/PTPS,
HPGCL, Panipat.**

Scope of Work for Radiography of 800 Nos. HP Welding Joints

1. The radiography of 800 nos. HP Joints of Boiler Tubes of 250 MW, Unit-7, PTPS, Panipat.
2. The radiography unit is to be mobilized to PTPS site immediately after receipt of intimation from work in charge i.e. XEN/BMD-V, Unit-7, PTPS, Panipat.
3. Radiography source, Camera, related instruments & accessories, films, chemicals for development etc. along with required manpower shall be in contractor scope. Minimum 2 nos. Radiography sources will have to be provided by contractor, however no. of sources have to be increased to complete the work within stipulated period of time.
4. Radiography team should be available at PTPS, Panipat site round the clock.
5. Payment will be made as per actual work done by the firm, on the basis of unit rates.
6. HPGCL will not be responsible for any delay due to weak sources and due to non-functioning of equipments/sources.
7. The contractor has to arrange all necessary T&P required for smooth execution of the complete job.
8. Prior to starting of work in any section of job, permission is to be taken from work in charge. Processing & development of films should be done immediately and films are to be submitted to work in charge i.e. XEN/BMD-V, within 5 hours after completion of radiographs along with radiography report. Firm has to mark all the defective joints along with the related films for repairing of the joints. All consumables are in contractor scope.
9. All other accessories required for development of films like container, hanger clip etc. are in contractor scope.
10. PTPS will provide one room for preparing dark room for development of film as per requirement.
11. **Technical Manpower Requirement:** Team should be experienced & certified as per norms.
12. The personal protective equipments for the safety of workers i.e. safety belt, safety shoes, hand gloves, safety goggles etc. shall have to be arranged by the contractor.
13. In case repairs are observed after radiography, these will be got repaired by HPGCL and radiography of the repaired joint will be done by the vendor on chargeable basis as per the agreed rates.
14. The radiography film type should be lesser D-7 or Kodak film or equivalent.
15. Details on the radiography i.e. the date, joint identification no. as per requirement by the engineer-in-charge should be marked on film. Suitable penetra meter for 2% sensitivity. Vendor identification not to be included in the radiography. The density of final radiograph film should be in the range 1.82 - 2.5.
16. In case the radiography film is having in-complete identification of any type, improper sensitivity/density, film marks etc. retakes will be taken by the vendor free of cost as per direction of engineer-in-charge.
17. Water, electricity, compressed air will be given by HPGCL free of cost at the nearest point available. Further connections of the same shall, however, be made by the contractor up to the site of works at his cost.
18. The work will be carried out round the clock with full strength of technicians and supervisors.
19. The radiography films shall be studied by competent radiographer having Level-II or Level -III certification and report shall be prepared & submitted under his signature.

**Executive Engineer/MP-I,
for Chief Engineer/PTPS,
HPGCL, Panipat**

GENERAL TERMS & CONDITIONS

1) CONTRACT AGREEMENT

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

2) RATE/ CONTRACT PRICE

Rate shall be quoted by the bidder, strictly as per rate quoting sheet and the agreed contract price shall remain firm during the currency of the contract. Any statutory taxes/levies, if to be charged extra, should be clearly indicated by tenderer in their offer separately, failing which it will be presumed that the quoted prices are inclusive of all such statutory taxes/levies.

3) EARNEST MONEY AND SECURITY DEPOSIT

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, within 30 days after declaration of qualification result and that of unsuccessful bidder within 15 days of the execution of the contract with selected bidder.

The Security Deposit shall be 10 % of Contract value in all the cases. The EMD deposit by the successful bidder shall be kept as security deposit beside the retention money held from the running bills for stage payment.

The security deposit of the contractor shall be retained by HPGCL for faithful execution of the contract. Security deposit shall be released after completion of 30 days of entire work and on the certificate of Engineer In-charge/EIC for the same and submission of requisite documents like last EPF/ESI return by the contractor.

No interest shall be paid on 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 follow 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 fact the 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) In case contractor fails or neglects to observe or perform any of his obligations under 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 law, under payments or over payments made to the contractor under this contract any other contract as well as to take such administrative action against contractor blacklisting etc.

4) PAYMENT TERMS

- i. **90%** of the contract value will be paid after successful completion of the work with entire satisfaction of Engineer-in-Charge.
- ii. Further **10 %** payment will be made after submission of protocols.
- iii. However, payment will be made as per actual work done and on the basis of unit rates.
- iv. The payment shall be made for accepted radiograph

Note: In case of radiography of old joints only:-

1. Radiography of all acceptable joints is admissible for payment.
2. If an old joint is radio graphed and found defective joint. The same has been repaired and accepted subsequently during re-radiography. Payment both radiograph, i.e. For first radiograph and accepted re-radiograph shall be admissible

5) COMPLETION PERIOD

- I. Work is to be completed within **13 days** from the date of issue of clearance to start the work from (or as notified by Xen/BMD-V) but before the successful completion date of hydraulic test of Boiler.
- II. The work shall be started within **03 days** of intimation by XEN/BMD-V, Unit-7, PTPS, Panipat
- III. The work shall be carried out/completed to match with other activities in progress of the unit.

- IV. The contractor will have to work under the strict supervision of PTPS Engineers and may have to do the work a number of times if required till the work is found satisfactory and required parameters are achieved.
- V. To complete the work within the stipulated period, work will be carried out round the clock with full strength in all the three shifts.
- VI. The quantum of any item of the scope of work may increase or decrease to any extent, as per the site requirement subject to the limit that total contract value shall not exceed by 10% of the contract value. Payment shall not be made for the work not done. In case of increase of quantum of work, the completion period of the contract will not change and the contractor will have to complete the job within stipulated period is extended in writing.

6) RISK AND COST

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

7) PENALTY FOR DELAY

Time is the essence of the contract. The contractor shall ensure timely completion of the job as per stipulated completion period. In case of delay in completing the work/job, the penalty for delay will be imposed @ 1% of the total contract value per day or part thereof subject to maximum of 10% of the contract value shall means basic value of the contract exclusive of taxes and duties, if charged separately. Quantum of work may increase/decrease to any extent (known after opening of unit). Contractor will arrange additional manpower to complete the additional work, if any within above completion period. For the purpose of imposition of penalty, date of completion of job will be taken into consideration.

8) 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 account for pass and payment to avoid to delay in payment of the contractor:-

- i) Contractor shall submit 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 number, PAN & TIN. A photocopy of the EPF Code, ESI Code, GST Number, Labour license Pan & TIN shall be attached with the 1st running bill for reference and record.
 - b) Self attested copy of the deposit Challans of EPF & ESI contribution, labour welfare fund deposited by the contractor for the labour engaged for the work duly validated with dossier of workers and their account number in appropriate prescribed Performa.
 - c) Self attested copy of the attendance sheet, wages register and evidence of wage payment.
- ii) The bill of the contractor along with 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) Certificates 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 site and none of the worker 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. _____ dated _____ d.) No penalty is leviable on the contractor on any account as per the certificate for stage payment, if required.
- iv) Certificate from Labour Welfare Officer/ Factory Manager stating that contractor has compiled will all labour laws and safety clearance certificate from safety officer, in case of non availability of Labour Welfare/Safety Officer, From EIC.

9) FORCE MAJEURE

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

- i.) The delay is resulted from any causes arising out of compliance with regulations, orders or instructions of the Central or State Government, acts of God, acts of Civil & Military authority, fires, floods, strikes, lock-outs, freight embargoes, war risk riots and civil commotion and
- ii.) The contractor s request for extension of the completion period along with all necessary evidence comes, before the expiry of the schedule date(s) of completion period.

10) IDLE LABOUR CHARGES

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

11) OVER RUN CHARGES

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

12) WATCH & WARD

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

13) 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.

14) STATUTORY DEDUCTIONS

Statutory deduction on account of Income Tax, Works Tax & Sales Tax etc. including surcharge shall be made at source from the bills of the contractor at the prevailing rates.

15) FACTORY ACT/MINIMUM WAGES ACT/INSURANCE ACT/ EPF ACT ETC.

Strict adherence of various applicable 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 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 ESI/EPF challan to the Factory Manager, at the time of 90% payment alongwith corresponding list of workers.

16) 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 workman 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 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 L.O.I, but before the start work.

17) SAFETY RULES

A firm shall be to comply with all the provisions of safety rules. The chief Safety officer may impose penalty of Rs. 200/- per day per head if the workers of contractor are found to be working carelessly without proper protective equipments in unsafe conditions. Against violation of any other clause, a penalty of Rs. 500/- per violation (minimum) shall be levied. In case of repeated violation of serious nature resulting in various serious accident or direct loss to the corporation/ threatens to cause severe consequences, higher penalty rates may be imposed including suspension/termination of the contract. If any action is initiated by Chief Inspector of Factories, Chandigarh or any other authority against occupier/factory manager of any other authority of HPGCL in case of any fatal/non fatal accident or any other violation of factory act, 1948, Pb. Hr. Factory rules, 1952 or any other industrial or labour act, the contractor shall be liable for the same and also to deposit the amount of fine/penalty if any. In case of default action as deem fit shall be initiated against the contractor.

A safety clearance certificate from the Chief Safety Officer shall be obtained by the contractor and has to be attached along with the bill.

This office reserve 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.

18) ARBITRATION

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

19) 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 the 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.

20) SET OFF

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

21) SUBLETTING AND ASSIGNMENT

The supplier/contractor shall not, sublet, transfer or assign the contract or any part thereof or interest therein or advantage thereof in any part thereof in any manner whatsoever without prior consent/approval of CE/PTPS-2, HPGCL, PTPS, Panipat.

CE/PTPS reserves the right to cancel the enquiry at any time without assigning any reasons and will not be responsible and will not pay for any expenses or losses that may be incurred by the contractor towards preparation/mobilization for execution of the job against work order.

24.) LIABILITY

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. However the total liability arising out of this contract shall be limited to the contract value.

25.) The contractor shall keep the site clear and remove silt and dispose of all the waste material and rubbish from site as & when it accumulates and as directed and shall carry out any measure required complying healthy and hygienic conditions. The site should be left clean and tidy to the satisfaction of Engineer-in-Charge.

26.) ADVANCE PLANING

- i. Immediately after receipt of work order but not later than 07 days, the contractor will submit the Bar Charts/ Pert Charts/ Schedule i.e. planning for completion of work within the stipulated period, to the XEN-in-charge of work and XEN/Mtc. & Plg-I. This will be prepared in consultation with the concerned XEN-in-charge of work.
 - ii. Before commencement of work, contractor will give the details of all qualified & experienced manpower to the XEN-in-charge of work, so as to ensure completion of the total job safely and well within the stipulated completion period. However XEN-in-charge of work can refuse to deploy any staff/ manpower of contractor at commencement of work or any time during execution of work, who are not found suitable/ fit as per job requirement.
27. The scope of work is only tentative and as per the prevailing conditions of the equipment. The actual quantum of work will be known after opening of the equipment at the time of execution of work and The same may increase or decrease accordingly.
 28. The activities mentioned in the scope of work in are details of possible works connected with the overhauling of equipments. However, it is not possible to list out all the minor activities in detail. So, all such minor/ any other left out activities essential for overhauling & commissioning of the equipments shall be deemed to be included in the scope of work.
 29. As the manpower will be handling costly & sophisticated equipments of the Power Plant, therefore, the contractor will ensure that only skilled personnel, who have already handled such equipments during overhauling, should be deployed. The ward and watch of the equipments to be overhauled is in the scope of contractor.
 30. HPGCL reserves the right to claim adequate compensation from the contractor on account of any damage caused to the plant & equipment handed over to him for execution of the work, due to careless handling or negligence on the part of the contractor.
 31. The recovery in respect of any spares which get damaged due to negligence on the part of the contractor will be done at the rates as mentioned in the price catalogue of HPGCL's OEM or any other PO/ Source, plus 10% supervision charges.

32. During the course of this work, the contractor shall keep a competent authorized representative and his assistants so that the progress of the work is not hampered. The representative shall represent the contractor in his absence all directions given to him shall be binding as if given to the contractor. In no case, the authorized representative can refuse to follow the instructions.
33. The firm shall be required to depute his engineer / team on short notice as per site requirement during overhauling of the unit.

**Executive Engineer/MP-I,
PTPS, HPGCL, 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.) **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 undertakes, 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.15000/- 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 (if got done by EPFO) 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),if required.
- 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 LOL, 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.

Executive Engineer/MP-I,
PTPS, HPGCL, Panipat

SUPERVISION/QUALITY CONTROL OF WORK

1. 100% checking/supervision of the work will be done by the concerned Mtc. Division i.e. **BMD-V**.
2. The supervision will be supplemented with random/stage inspection by Mtc. Planning Division,
3. The contractor will submit the advance programme/list of jobs/activities proposed to be done during the week at the start, to the Mtc. Planning Division as well as to Mtc. Division. This programme shall be chalked out in consultation with the concerned Mtc. Division i.e. **BMD-V**
4. The contractor shall also submit the details of the actual work done at the end of every week to Mtc. Planning Division as well as Mtc. Division for record and reference whenever required. This will also be one of the bases for signing the **PROTOCOLS** as per clause –5 below after full completion of the work and successful commissioning of the equipments.
 - a) After completion of the job/work and successful commissioning of the equipments to place on record that the work has been done by the contractor as per scope of work of the work order, **PROTOCOLS** will be prepared by the contractor in consultation with concerned Mtc. Division (executing agency) & Mtc. Planning Division -I (Contract Cell) and got signed from AE/AEE & Xen of the concerned Mtc. Divn i.e. **BMD-V & AE/AEE & Xen** of Mtc. Planning Divn-I, PTPS, Panipat.

ON THIS PROTOCOL a certificate will be recorded by the contractor that all the observations pointed out during supervision by HPGCL were attended.

**Executive Engineer/MP-I,
for Chief Engineer/PTPS,
HPGCL, Panipat.**

STATEMENTS OF BIDDERS

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

4. Contact details of authorized person
5. e-mail id of firm/ authorized person
6. Legal status

7. PAN & TIN Number of the Bidder (attached self attested photocopies)
PAN _____ TIN _____
GST / CST No. _____.

8. 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)
9. Any other

Signature & Stamp of Bidder

Name & Designation of Authorized Bid Signatory _____

Acceptance Certificate

I _____ Designation _____

of (Name of the Company) _____

here by accept the terms and conditions given on page No. 1 to 21 of the tender document(**e-NIT no. Ch-10 / MP-7071/Radiography /2024**)

For M/s _____

Check List

Sr. No.	Documents	Bidder Response (Yes or No)
1	The Bidder must have contractor ID on HEWP Portal (Haryana Engineering Works Portal) for participation in the tendering process failing which the firm's tender will be straight away rejected.	
2	<p>A. The bidder should be a registered vendor of HPGCL as per Vendor registration policy for Radiography of HP Joints of Boiler Tubes.</p> <p style="text-align: center;">or</p> <p>The bidder have already successfully executed during preceding 07 years reckoned from 30.09.2024 the Radiography of HP Joints of Boiler Tubes of 110 MW capacity or above in HPGCL/NTPC/any State Electricity Board/any Public Sector Unit/Central Govt. /State Govt./Semi Govt. or in any Thermal Power Plant having minimum work order directly placed on them of value as under:-</p> <p>i. Single order of value not less than Rs. 2.23 Lacs or</p> <p>ii. Two orders of the value not less than Rs. 1.40 Lacs each or</p> <p>iii. Three orders of the value not less than Rs. 1.12 Lacs each</p> <p>B. The firm shall submit the copy/copies of work order(s) along with the relevant satisfactory work completion certificate(s) or the copy of repeat work orders for similar works from the same Organization, duly attested/Notarized in support of qualifying conditions.</p> <p>C. The firm shall possess the valid PAN, EPF & GST nos.</p> <p>D. The bidder should have valid ESI no. or shall submit an undertaking to provide the same within one month issue of work order.</p> <p>E. The Bidder must have contractor ID on HEWP Portal (Haryana Engineering Works Portal) for participation in the tendering process failing which the firm's tender will be straight away rejected.</p>	
3	The contractor is registered under Contract Labour (Regulation & Abolition) Act, 1970 and possesses a valid labour license for deploying the workers on the work or will obtain the same within 15 days of issuance of work order. Contractor shall provide LIN No./Shop No. for registration.	
4	The contractor should have GST No., EPF Account No. & PAN No.	
5	The bidder should have a valid ESI no. or shall submit an undertaking to provide the same within one month of issue of work order.	
6	Submission of signed copy of tender document as an acceptance to all the terms & conditions of the e-NIT	
7	EMD deposited or provided valid proof for EMD exemption as per PQR.	
8	Firm should submit a certificate to the effect that the tenderer is not presently blacklisted from any Public Sector undertakings of Central Govt. / State Govt. / SEBs / Corporations / any other reputed Thermal / Hydel Plant etc.	
9	The firm has submitted all the undertakings as per Annexure enclosed in e-NIT on their letter head	

Stamp and Signature of Authorized signatory

Undertakings to be submitted by bidders on their letter head

1. **Undertaking from the vendor (on vendor's letter head for not generating e-invoice)**
 We M/s. having PAN and GSTIN Registration Numberhereby undertake that our Aggregate Turnover (as per Section 2(6) of Central Goods and Services Tax Act, 2017) for FY 2019-20 does not exceed the prescribed threshold (as on the date of this declaration) for generation a Unique Invoice Registration Number (IRN) and QR code as per the provisions of Central Goods and Services Tax Act, 2017 and rules thereunder ("GST Law"). Further, we also undertake that if the aggregate turnover of M/s. exceeds the current threshold or revised threshold notified by Government of India at any future date, then we shall issue invoice and credit note in compliance with the required provisions of GST Law. In case of any queries from the any state or centre Goods and Services Tax authorities, M/s.will be solely responsible.
2. **Undertaking from the vendor (on vendor's letter head) regarding validation of GST registration (for each GST number separately)**
 - a) GST registration of GST no..... in name of m/s.....is valid as on date.....
 - b) No default has ever been made by me/my firm in name of in filing the various GST returns and deposit of GST dues with the department with respect to GSTN.....
3. **Undertaking cum declaration from the vendor (on vendor's letter head)**
 - a) I undertake to submit a CA certificate regarding validity of GST registration on every six months during the tenure of contract.
 - b) I undertake to submit copies of GSTR I and GSTR 3B/challans as evidence to deposit of GST with certification that GST collected from HPGCL, to be specified in exact rupees, has been paid to Govt. vide this challan (specifying the challan no. & date of deposit) and returns filed (date of filing of return) includes the transaction of supply of Good or/and services to HPGCL.
 - c) I undertake to inform immediately the HPGCL about initiation of any proceeding (if any) against me/my firm under the GST laws which may result in suspension or cancellation of GST number of the Vendor.

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

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

5. Performa for declaration under Section 206AB/Section 206CCA

DECLARATION

I, _____, _____ (Designation) of _____ (Name of the Corporation/Company/Board/Trust), having PAN _____ (here in after referred as the Corporation/Company/Board/Trust), hereby declare and affirm a under:

1. That the Corporation/Company/Board/Trust is a regular income tax assessee.
2. That the Corporation/Company/Board/Trust has been filing its return of income tax regularly.
3. That the Corporation/Company/Board/Trust has filed returns of income tax for the financial years 2020-21 and 2021-22 under the provisions of section 139(1) of the Income Tax Act, 1961 as per details given below:

Assessment Year	Acknowledgement Number	Date of filing

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

(Deponent)

6. UNDERTAKING OF STAFF ENGAGED

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

Signature & Stamp of Contractor

Signature valid

Digitally signed by SAGAN GANDHI
Date: 2024.11.19 16:56:33 IST
Location: Haryana-HP