



PANIPAT THERMAL POWER STATION, PANIPAT
(A UNIT OF HARYANA POWER GENERATION CORPORATION LTD)
AN ISO: 9001, ISO: 14001 & OHSAS: 18001 CERTIFIED COMPANY
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NOTICE INVITING TENDER

SR. NO	NIT NUMBER	BRIEF SCOPE OF WORK	LAST DATE OF SUBMISSION OF BID
1.	Ch-13/EMD-II/381	Annual rate contract for maintenance of electrical equipments of 4x110 MW Unit #1 to 4, PTPS, HPGCL, Panipat.	25.07.2012

NOTE: 1. The detail of above NITs alongwith tender documents can be seen and downloaded from HPGCL web site www.hpgcl.gov.in

Executive Engineer/EMD-II,
FOR Chief Engineer/ PTPS-I,
HPGCL, Panipat.

GENERAL INSTRUCTIONS TO THE BIDDERS

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

1. **RECEIPT OF TENDER DOCUMENT**
 - a) Tender documents can be down loaded from the website of HPGCL i.e. www.hpgcl.gov.in and cost of tender documents @ Rs.1132/- in cash in form of BA-16 or in the form of Demand draft drawn on the State Bank of Patiala, payable at Thermal Plant, Panipat or any scheduled Bank at Panipat in favour of Sr. Account Officer/O&M-I, PTPS, HPGCL, Panipat-132105 must be enclosed in a separate envelope marked as "**cost of tender documents**" during the submission of offer/ tender.
 - b) Tender documents can also be received from the office of XEN/EMD-II, PTPS, HPGCL, Panipat after depositing the cost of tender documents @ Rs. 1132/- in cash in form of BA-16 or in the form of Demand draft drawn on the State Bank of Patiala, payable at Thermal Plant, Panipat or any scheduled Bank at Panipat in favour of Sr. Account Officer/ O&M-I, PTPS, HPGCL, Panipat up to 17:00 hrs up to 24-07-2012.
 - c) The tenders should be received in the office of XEN/EMD-II, PTPS, HPGCL, Panipat up to 13:00 hrs. on 25-07-2012 and tenders (Part-I) shall be opened on 25-07-2012 at 15:30 hrs. and Part-II of tender of only those firm who meet the qualifying criteria shall be opened.
2. **Qualifying Requirements**: The tender documents shall be issued to reputed firms.
 - i) Who are having experience of minimum two years carrying out same/similar kind of AMC work or overhauling work of electrical equipments in 110 MW or above rating units of any Thermal Power Stations under State Govt. Department/Central/NTPC or in any reputed public sector like IOCL, NFL etc.
 - ii) Who shall produce copy of AMC or annual overhauling of electrical equipments for minimum value of Rs. 15 lacs with repeat order/ performance report from same organization during last 5 years ending on 31.03.2012.
 - iii) The committee nominated by HPGCL shall evaluate the qualifying criteria of all the tenders received and tenders of only those firms who meet the qualifying criteria as mentioned above shall be considered. The decision of the committee shall be final.
 - iv) The proof regarding the qualifying criteria will be supplied by the firm in a separate envelope marked as "qualifying documents" with NIT No.
3. Tenders must be complete in all respects.
4. Telegraphic tenders/ offers will not be accepted.
5. Tenders should be submitted in '**DUPLICATE**', by registered post or by hand, all the pages of each copy should be duly signed & stamped. Both copies should be separately tagged & clearly marked as '**ORIGINAL & 'DUPLICATE**'.
6. Offers should positively reach up to due date prescribed for their receipt and those received late will not be considered irrespective of whether same was sent by registered post.
7. Tenders/offers received without earnest money shall be straightway rejected.
8. The offer/tender should be typed or written in ink. Offers written in pencil shall be ignored.
9. The offers/tenders will be opened on the date & time prescribed in the Notice Inviting Tender Document. In case, the date of opening falls on a holiday or a holiday is subsequently declared on that day, the tenders will be opened on the next working day following the holiday.
10. The prices quoted by the bidder should be competitive and as prevailing in the market and should be firm. Prices should be quoted per unit also wherever applicable and asked.
11. **SITE OF WORK INSPECTION** - Before tendering, the bidder is advised to inspect the site of work & the environment and make acquaint with the actual work & other prevalent conditions, facilities available, position of material & labour. No claim will be entertained later, on the ground of lack of knowledge.
12. **STUDY OF TENDER DOCUMENTS** - Before quoting, the bidder shall carefully study all the clauses and specifications of the tender documents. If bidder have any doubt for the meaning of any portion of the tender specifications or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or needs clarification in technical aspects, scope of work etc., he shall at once contact the authority inviting tender or clarifications before submission of tender. No arguments on this account whatsoever shall be entertained after last date & time of submission of tenders.
13. **VALIDITY** - The validity of tenders should at least be for a period of 90 days from the date of opening of Part-II offer.
14. **EARNEST MONEY**
 - i.) The bidder shall be required to deposit earnest money by Demand Draft drawn on the State Bank of Patiala, payable at Thermal Plant, Panipat or any scheduled Bank at Panipat in favour of Sr. Accounts Officer/O&M-I, PTPS, HPGCL, Panipat-132105.

- ii.) The earnest money of successful bidder will be treated by the HPGCL as part of the security deposit for faithful execution of the contract.
 - iii.) The bank charges, if any, will be to the account of bidder. No claim shall be entertained against the Board in respect of interest on EMD deposit or its depreciation in value.
 - iv.) The failure on the part of successful bidder to honor his commitment given in the tender will constitute a default and in that event, his earnest money will stand forfeited by the HPGCL.
 - v.) The EMD should be submitted in a separate envelope along with **Qualifying Criteria** which should bear the words "**Earnest Money**". The envelope should be properly sealed & signed by bidder. Tender enquiry no & due date should also be mentioned on this envelope.
15. SUBMISSION OF TENDER
- a) **Part-I** shall comprise of qualifying criteria as mentioned in clause 2 above, cost of tender documents & EMD & technical deviations if any in a separate envelopes.
 - b) **Part -II** shall comprise of price bid only.
 - d) All the parts i.e. Part-I & Part-II are required to be submitted in separate seal covers each superscripted with "**Tender Enquiry Number**".
16. RATE/PRICE QUOTING METHOD- The bidder shall quote the prices in English language and international numerals. The rates shall be in whole rupees and shall be entered in figures as well as in words. For the purpose of tender, metric system of units shall be used. The contract shall be awarded to the tenderer whose total overall rates (Fixed and unit rates combined) are lowest.
17. OVERWRITING - All entries in the tender shall either be typed or written in ink. Erasers and over-writing are not permitted and may render tenders liable to summary rejection. The bidder shall duly attest all cancellations and insertions.
18. DEVIATION
- i.) The bidder's offer and remarks and any deviation shall be strictly with reference to sections and clause numbers given in the tender schedule, which should be strictly adhered to.
 - ii.) The officer inviting tenders reserves the right to modify the tender as a whole or in parts and will not be responsible and not pay for any expenses or losses that may be incurred by the bidder in the preparation of the tender.
 - iii.) The officer inviting tenders reserves the right to accept or reject any or all tenders without assigning any reasons and will not be responsible and will not pay for any expenses or losses that may be incurred by bidders in preparation of the tenders.
19. The whole work against this tender shall be awarded to a single firm whose overall quoted/equated prices are lowest for the complete package. The negotiation, if required would be held with L-I bidder only.
20. Any statutory taxes/levies, if to be charged extra, should be clearly indicated by bidder in their offer separately, failing which it will be presumed that their quoted prices are inclusive of all such statutory taxes/ levies.
21. LIST OF ENCLOSURES
- a) Cost of tender document of Rs. 1132/- in a separate envelop marked as "cost of tender document" with NIT No.
 - b) Proof of meeting qualifying criteria conditioning in a separate envelope marked as "qualifying documents" with NIT.
 - c) **Earnest money of Rs. 80000/-** in the form of demand draft drawn on the State Bank of Patiala payable at Thermal Plant, Panipat or any scheduled Bank at Panipat in favour of Sr. Accounts Officer/O&M-I, PTPS, HPGCL, Panipat in separate envelope marked as "**Earnest Money**" with NIT No.
 - d) Part-I in duplicate containing technical bid in separate envelope marked as "technical bid" with NIT.
 - e) Part-II in duplicate containing price bid in separate envelope marked as "**Price Bid**" with NIT.
 - f) Negotiations, if required would be held with L-I bidder only.

GENERAL TERMS & CONDITIONS

All tenderers must carefully observe the following instructions:-

Offers/tenders not strictly in accordance with these instruction will be liable to rejection.

1. Tenders must be completed in all respects.
2. Telegraphic tenders/offers will not be accepted.
3. Tenders should be submitted by registered post or by hand or by courier. All pages of each copy should be duly signed & stamped.
4. Offers/tenders should positively reach before last prescribed for their receipt. Those received late will not be considered irrespective of whether the same was sent by Registered Post or otherwise
5. The offers/tenders should be typed or written in ink. Offer/tender written in pencil shall be ignored.
6. The offers/tenders will be received/opened upto/on the date & time prescribed in the notice inviting tender documents. In case, the date of opening falls on a holiday or a holiday is subsequently declared on that day, the tenders will be received/opened upto/on the next working day following the holiday.
7. Since the contractor will be handling sophisticated equipments, he must have proper skilled staff who have already worked on similar jobs.
8. **STUDY OF TENDER DOCUMENTS**
Before quoting, the tenderer shall carefully study all the clauses and specifications of the tender documents. If tenderers have any doubt for the meaning of any portion of the tender specifications or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or needs clarification in technical aspects, scope of work etc, he shall at once contact the authority inviting the tender for clarification before submission of the tender. No arguments on this account whatsoever shall be entertained after the last date & time of submission of tenders.
9. The contractor shall deploy the following staff to carry out routine/breakdown Mtc. during working hours or at odd hours, including holidays.

(A) For Stage-I (Unit # 1 &2)

One No. Supervisor round the clock (3 year Diploma in Electrical with working experience in electrical system), Seven Nos. Foremen/Electrician/Technician with minimum ITI in Electrical & experience in the relevant field & Five Nos. Helpers (Matric) shall be deployed to carry out the work both in shift & Gen. as per decision of XEN-In-Charge.

(B) For Stage-II (Unit # 3 &4)

One No. Supervisor round the clock (3 year Diploma in Electrical with working experience in electrical system), Seven Nos. Foremen/Electrician/Technician with minimum ITI in Electrical & experience in the relevant field & Five Nos. Helpers (Matric) shall be deployed to carry out the work both in shift & Gen. as per decision of XEN-In-Charge.

10. Incase various problems are experienced, simultaneously or depending upon the nature/severity of the fault additional manpower as per the direction of Engineer-In Charge shall be arranged by the contractor for prompt attending of emergencies.
11. Electricity, air & water will be provided free of cost at one point per unit as per requirement of job. HPGCL may provide construction aids & pipes scaffolding material to the contractor if required free of charge, subject to availability. HPGCL may provide suitable space for site store/temporary workshop free of charge to the contractor.
12. **Accommodation:-**
 - (A) Suitable Two No. Type-I, Two No. Type –II & One No. Type-III accommodation in PTPS Colony may be provided to the contractor on chargeable basis, as per HPGCL rates, if available otherwise the contractor shall have to arrange the accommodation for the staff at his own cost and near to PTPS site. The contractor himself will arrange electricity.
 - (B) Supervisor along with adequate staff is bound to stay near plant locality i.e. 04 KM from plant/or in accommodation if provided by HPGCL so that in case of emergency he along with his staff could reach plant immediately to attend plant emergency.
 - (C) Sub-letting of the contract will not be allowed without prior permission of the HPGCL. The contractor would be solely responsible for the problem arising out of the sub contractor Engaged by him for the execution of contract.
13. The contractor shall make his own arrangement for all tools & tackles, skilled and unskilled labour etc. required for the execution of contract. The work shall be subject to inspection at all time by the Engineer-in-charge or his authorized representative(s). The contractor shall have to carry out the work to entire satisfaction of the Engineer-in-charge.
14. **Transportations:-**
 - (A) **Material Transportation:-**
The contractor shall make his own arrangement for transportation of the material from stores to site of work, from site of work to O&M workshop, if required, and return of scrap back to stores. The contractor shall also assist in loading/unloading of material being sent for repairs or received after repair to/from outside of PTPS at his own cost.

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

(B) Manpower Transportation: -

The contractor shall make his own arrangement for making available his personnel, at site of work at any time as per the requirement of job.

15. Man Power Requirement:-

- (A) The contractor may employ such employees, as he may think fit & technically competent enough to carry out plant maintenance work without the help of HPGCL officer/official. The employees should not be deemed to be in the employment of HPGCL for any purpose whatsoever. The contractor shall abide by the rules, laws and regulations that may be enforced from time to time regarding the employment conditions of service of his employees. Under no circumstances whatsoever, HPGCL would be held responsible to the labour of the contractor HPGCL shall have the right to pass on the responsibility on the contractor together with any expenses incurred by HPGCL as a result of certain dues on the part of employees of the contractor. HPGCL shall be entitled to recover/claim dues/compensation from the contractor in that event.
- (B) The labour/employees engaged by the contractor shall not be below the age of 18 years.
- (C) Further the contractor would furnish an undertaking on Non-judicial stamp paper of appropriate value, for each and every worker employed by him, that the worker will not claim any lien as a worker of HPGCL, for the services, he is rendering to the contractor.
- (D) The contractor shall also indemnify HPGCL against any liability towards its labour for non- compliance of labour laws etc.
- (E) Contractor to remove unsuitable labour, on instruction of the Engineer-in-charge, the contractor would immediately remove any person employed on the work, whose misbehavior cause any nuisance or otherwise in the opinion of the Engineer-in-charge, is not fit to be deployed on the work. Such person shall not be re- employed or allowed on the work without the prior written permission of the Engineer-in-charge.
- (F) Copy of attendance sheet & wages sheet should also be supplied along with monthly bills.

16. Labour and Related Laws:-

All the labour & related laws including, EPF etc of workers, as applicable, shall be followed by the contractor. The contractor will also submit the clearance certificate along with the bill from the Chief Labour Welfare Officer, PTPS, HPGCL, Panipat that the firm has followed all provisions of labour & related laws.

17. Safety Regulations:

- (a) The contractor will observe all fire and safety regulations of HPGCL. Before commencement of work, the contractor shall consult regulations with the Chief Safety Officer or Engineer-in-charge. He shall be responsible for any loss due to fire or unsafe methods or damage to any of the HPGCL property during the execution of contract and shall make good to the satisfaction of Engineer-in-charge. However, this will not relieve the contractor of any statutory or other obligations.
- (b) A penalty of Rs. 200/-or as applicable will be imposed by the Chief Safety Officer, PTPS, HPGCL, Panipat if the contractor's working personnel is found working unsafely/without proper P.P.E. and the same would be recovered from his bills/pending dues.
- (c) The contractor shall also have to submit the safety clearance certificate from the O/o CSO, PTPS, HPGCL, Panipat.

18. Contractor Responsibilities:-

- (A) The contractor would station adequate working personnel in such a way that the maintenance work is carried out effectively & without any delay round the clock. The work shall have to start immediately as per the instruction of Engineer-in-charge or his representative. The contractor should be able to mobilize the working force as per the quantum of work and should be capable of executing maintenance work simultaneously at no of fronts depending upon the site requirements. It is also made clear that the deployment of the workers of contractor will subject to approval of Engineer-in-charge of the work. If more persons are required for the completion of work in the time schedule as per emergency defined by Engineer-in-charge, the same shall be arranged by the contractor without any extra payment to complete the work.
- (B) The contractor should be registered with labour commissioner Haryana.
- (C) All the labour/workman deployed during the execution of the contract shall be adequately got insured by the contractor at his own cost. Proof of the same must be provided along with the first bill.
- (D) The contractor shall be responsible for any mishappening/accident to any workmen at site of work & compensation payable to workmen on this account. All liabilities arising out of any provision of labour act/workmen's compensation act shall be the responsibilities of the contractor. Any expenditure incurred by HPGCL arising out of the negligence of the contractor would be recovered from his bills/ pending dues.
- (E) The contractor shall be responsible for the good conduct of all the workmen at work site.

- (F) The contractor shall be responsible for the loss/damage caused to the property of HPGCL or any other agency by the contractor or any of his workmen/employee.
- (G) The contractor shall comply with central and state government laws, statutory rules, regulations such as wages act, minimum wages act, industrial dispute act contract labour (regulation and obligation act 1970), EPF act 1952, workmen's' compensation act 1923 or any other act, rules and regulations for the labour as may be enacted by the Government during the tenure of the contract having force or jurisdiction at site. The contractor shall give instructions/ record to the local Government bodies and other authorities as required by them from time to time.
19. (A) **EPF Clause:-**The contractor will submit the monthly EPF challan copy duly stamped and signed by the firm.
- (B) **LWF Clause:** - The contractor has to deposit the LWF (labour welfare fund) for each and every worker for each month. Proof and deposits of same is to be submitted along with the bill.
20. **Insurance:**
Immediately after the commencement of the work, a group insurance policy of appropriate value valid for the term of the contract in respect of all the workers deployed on work under workman compensation Act 1923 shall be obtained by the contractor to cover up the risk of injury /death/fatal non-fatal accident. The documentary proof of the same shall have to be furnished with first running bill. The contractor shall be fully and wholly responsible for any mishappening i.e. injury, fatal non-fatal accident etc. happened to him/their employee/worker at site during performance of the work under the contract and HPGCL shall not entertain any claim on this account. However, if HPGCL is forced to pay any compensation to any workman employed/ engaged by the contractor amount so paid shall be recovered from the contractor from his pending dues against this contract or any other contract with the HPGCL.
21. In every case in which by virtue of the provision of section 12, subsection (i) of the workmen compensation Act 1923 or any other law of the time being in force, HPGCL is obliged to pay compensation to the workmen employed by the contractor in the execution of work, HPGCL will have the right to recover the same and all other expenses incurred from the contractor.
22. **Loss to plant during Execution:** Any damage or loss caused to plant equipment etc. during execution of the contract will be made good by the contractor at his own cost and risk.
23. The contractor shall be liable to make good the loss caused to HPGCL, or any other agency, due to commission or omission on part of his employees for causing any loss, damages or inconvenience to HPGCL.
24. **Preservation & storage of material:** All the material issued to the contractor by the HPGCL or brought by the contractor for its bonafide use shall be stored and preserved against any loss/ damage / shrinkages or deterioration in any form. Any damage/ losses suffered on this account shall be considered as loss due to willful negligence on part of the contractor and shall be liable to compensate HPGCL for these losses suffered at panel rates to be determined by the HPGCL. The rates charged for the purpose of recovery shall be final and binding on the contractor.
25. **Engineer-in-Charge:** (A) The Engineer-in -charge shall have the general supervision of the work. The work shall have to be started by the contractor as per the instruction of Engineer-in-charge or his authorized representative at any time on working day, on holiday or after office hours, shall be confirmed by post dated indent. The indent will indicate the date / time of start of work, details of work and scheduled time of completion of work as per contract. The time allowed for a work maintained in the indent will be addition of time of all the jobs/ activities as per contract. The Engineer-in-charge may reduce the total cumulative time of various activities, keeping in view of emergency to bring back the equipment in time. The total time allowed by the Engineer-in-charge will be final & binding to the contractor. He has authority to stop the work whenever such stoppage is necessary to ensure the proper execution of the contract. He shall also have authority to reject all works or part thereof and give necessary direction to carry out work again to his satisfaction. No claim whatsoever on this account will be entertained.
- (B) The decision of Engineer-in-charge shall be final in regard to all matters relating to this Contract.
- (C) The decision of Engineer-in-charge for determining the category of the work with reference to the items not maintained in scope of work shall be final.
- (D) The execution of work may entail working in all the sites and weather conditions and not extra claim will be considered on this account. The contractor may have to carry out jobs and work round the clock, as per the requirement to be decided by Engineer-in-charge. No extra claim / over time will be paid on this account.
- (E) In case the contractor fails to do the extra and / or substituted work, division in charge (i.e. XEN concerned) will have the option to get the work done through another agency at the risk & cost of the contractor.
- (F) In case of any dispute, the contractor may represent in writing to the division in charge (i.e. XEN concerned) whose decision shall be final and binding.
26. **Security deposit:** The earnest money will be converted into security deposit. In addition to this, the 10% payment of the monthly running bills will be deducted as security and the same will be refunded after completion of 45 days (period of liability) of the last day of the

month of running bill on the faithful execution and completion of the contract. No claim for interest on security amount shall be applicable.

27. Measurement and billings:

All measurement shall be in metric system. The representative of the Engineer- in-charge will measure all the works completed.

(A) The contractor will submit the bill in triplicate on approved Performa to the division in charge (i.e. XEN Concerned). The bill for works covered under category "A" i.e. works for General / Routine maintenance will be raised in two parts, half for Stage-I (Unit #1 & 2) & half for Stage-II (Unit #3 to 4). For works covered under category "B" i.e. the works for which unit rates are applicable, the bill will be raised separately for Unit #1, 2, 3&4 as per the actual works carried out for each unit.

28. Payment: 90% payment will be made against the running bill submitted by the firms and balance 10% shall be kept as security, which will be released as per clause (18).

29. Period of liability: - The contractor shall give guarantee for the work done for a period of 45 days or 500 running hours whichever is earlier from the date of successful commissioning of equipment repaired. During the liability period, if any defect is observed in the equipment, which is attributed to poor workmanship or poor quality of material used by the contractor, the same shall be attended by the contractor at his own cost.

30. Penalty/deductions:

(A) If the contractor does not engage sufficient skilled staff or his staff is not available at site the penalty @ 2.50% of the monthly lump sum charges of concerned unit i.e. part "A" shall be levied subject to maximum of 10% of monthly lump sum charges. If quality of work is not up to the satisfaction of Engineer-in-charge or there is delay in attending of jobs, for each of the default the penalty @ 2.50% of the monthly lump sum charges of concerned unit i.e. part "A" shall be levied subject to maximum of 10% of monthly lump sum charges. In case of unit rate work, if work is got carried out from other contractor due to non availability of contractor staff or engineer in charge feel that staff deputed by contractor is not competent to carry out the job or does not have adequate T&P or any other reasons, the contractor has to pay the difference in rates if rate quoted by other contractor is more than rate mentioned in ARC+ penalty @ 2% of the total monthly charges of Part-B of concerned unit besides considering other appropriate actions.

(B) In case HPGCL, remains unable to supply the spares in time to the contractor after opening of any equipment and the contractor remains unable to complete the job in absence of these spares, then the contractor will be allowed the extension schedule time to completion of that delayed equipment for the period for which contractor has not been provided with spares. This extension will be granted with the approval of XEN Electrical Division concerned. In case any spare, spares of the equipment under outage are to be repaired & machined in the workshop (O&M)/Private sector and the job gets delayed, the extension in completion time will also be considered accordingly with the approval of XEN Electrical Division concerned. Nothing extra will be paid for idling time etc.

(C) The staff provided by contractor must be capable to attend the fault without the guidance/help of HPGC officer/officials with the help of drawings available within time frame decided by engineer in charge otherwise penalty at the rate mentioned in clause 22 (a) will be imposed besides considering other appropriate actions.

(D) The completion time of job will be decided by the Engineer In charge at the time of indenting the job.

(E) Contractor have to maintain minimum 4 sets of General T&P items like multimeter, all type of spanner sets, goti set, pliers, screw driver, Megger, bearing Puller, clamp on meter, Air blower, vacuum cleaner, Grease gun, chain pulley etc. However if required more sets of T&P will have to be provided by the contractor as per site requirement otherwise Penalty @ 2% per month of the monthly lump sum charges will be imposed on the contractor subject to maximum of 10% of monthly lump sum charges.

31. HPGCL shall have power to make any alteration, omission 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 instructions which may be given to him in writing duly signed by the Engineer-in-charge. Such alterations, omissions, additions, substitutions shall not invalidate the contract and any lateral, 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.

32. Period of the Contract:

The period of contract shall be for one year from the date of award. Normally a notice of seven days shall be given for starting the job, but the contractor should be able to mobilize his resources within 24 hours, if necessity arises. The period of contract may be extended up to 3 months at the same rates & terms and conditions, at the discretion of HPGCL.

33. Termination of Contract:

If the contractor is unable to execute the work, any loss incurred by HPGCL in this respect will be to the contractor's account. HPGCL may also terminate the contract after giving a three days notice, if in its opinion the work under the contract is not being done to its satisfaction. HPGCL also has the right to get the job done from a third party at the risk and cost of the first contractor till the expiry of the period of contract and debit the cost plus 15% of the cost to the first contractor's account.

34. **Short Closer Clause:** The contract may be closed at any time with a short noticing of 15 days without assigning any reason.
35. **Set-Off Clause:** If any amount of HPGCL as a whole is due to the contractor then same may be recovered from the amount under this contract.
36. **Idle Clause:** If either both units of Stage-I(1&2) or Stage-II (3&4) remained under shut down for the period of 30 days or more days and no work is got done through the firm by the concerned stage (either 1 or 2) under this contract then payment (half of part A for each stage) corresponding to that stage shall not be made to the firm. No payment shall be made if all the four units remained under shut down for a period of 30 days or more days.
37. **Force Majeure:**
The terms and conditions mutually agreed upon with respect to this agreement shall be subject to force majeure. Neither the contractor nor the HPGCL, shall be considered in the performance of its obligations hereinafter if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, epidemic, accidents, fire, wind, flood or because of any law and order proclamation, regulation of ordinance at any Govt. or act of God beyond competence of contractor or HPGCL. Should one or both the parties be prevented, fulfilling their contractual obligation by a state of force majeure, lasting continuously for a period of one week, the two parties should consult each other regarding the future implementation of contract.
38. **Jurisdiction:** All legal proceedings in connection with contract shall be subject to the territorial jurisdiction of local courts at Panipat (Haryana).
39. **Arbitration:** In the event of any dispute arising out of this contract, the matter in dispute shall be referred to a single Arbitrator, who shall be mutually acceptable to both the parties. In case the parties fail to agree to the nomination of single Arbitrator, the matter in dispute shall be referred to two Arbitrators, one to be nominated by the contractor and other by the HPGCL. In the event of the said Arbitrators not agreeing, then an umpire will be nominated. The decision of the said Arbitrator(s)/Umpire shall be final, conclusive and binding to parties under the provision of the Indian Arbitration Act, 1940, rules and any statutory modifications thereof, shall be deemed to apply.
40. **Contract Agreement:** The contractor shall execute a contract agreement on specific Performa on Non judicial Stamp Paper of appropriate value within 7 days of date of issue of LOI/W.O. Cost of the stamp paper will be borne by the contractor. The person who has signed the tender papers should have got authority to sign on behalf of the contractor. If it is discovered at any time that the person so signing has no authority to do so, the HPGCL without prejudice to any other right or remedy available to it, may cancel the contract and get the work done from any other agency at risk and cost of the contractor. The contractor shall mean the contractor's legal representatives, successors and assigns.
41. The successful contractor shall provide the cell phone facility to his supervisor and shift duty technician to facilitate HPGCL for easy communication with the contractor. The contractor shall intimate the contact no. immediately after the award of the contractor.
42. The contractor shall have to maintain records viz. registers of wages, muster roll/attendance, gate pass register etc. As per required under relevant acts and the same shall be made available to the Officer-in-Charge/Project Authority/Govt. of Haryana representative for checking/inspection as and when required.
43. **Income and other taxes deductions:-**
The income tax plus surcharges and any other statutory levies required to be deducted by the HPGCL will be deducted at source at the rate applicable from time to time. Copy of PAN No must be submitted along with bill.
44. **Service Tax:-**
The contractor will have to submit the proof of submission of service tax claimed from HPGCL to the relevant authority. Sale Tax registration No. should be supplied.
45. **Taxes and Duties:-**
No taxes or duties will be paid extra until and unless the same has been demanded by the firm in its offer specifically. In case the same is to be paid by the HPGCL, an undertaking is to be submitted by the firm in this regard stating that the taxes or duties as claimed from the HPGCL have been deposited with the relevant authority.
46. **Breach of Contract:-**
If the contractor fails to adhere to the time schedule or if his services are found to be unsatisfactory, the HPGCL will be entitled at its option either:-
(A) To recover damages as per penalty clause mentioned as above, if the said delay is not covered under the Force Majeure reasons.
(B) To get the work done from any other agency after serving a notice of three days to the contractor at his risk and cost and without prejudice to the other provisions of the work order.
(C) To cancel the contract by giving 15 days notice & forfeit the security.
47. **Ownership Deed:-**
The firm will give ownership deed/partnership deed/proprietorship deed (as applicable) duly attested by Notary Public for record and reference of his office.
48. **Authorized Representative:-**

The firm will intimate (in writing) the name of well qualified technical authorized representative at site to whom necessary instructions regarding the works can be imparted and who will make correspondence regarding contract related issues. The signatures of the aforesaid authorized representative shall be got attested from first class magistrate or notary public.

49. Risk and Cost

If the firm fail to complete the job HPGCL reserve the right to get the work done from any third party at the risk and cost of the first contractor till the expiry of period of the contractor and debit the cost plus 15 % of the cost to the first contractor account.

Annexure-III

TECHNICAL TERMS & CONDITIONS

1. The contractor has to make his own arrangement for welding sets, welding leads, screws, oil, brushes, welding torch gloves, bulbs wires & holders etc. for temporary lighting at work place.
2. All tools & tackles like spanners, multimeters, current source, chain pulley blocks, pull lift, hydraulic jacks, hoisting arrangement, portable grinding machines & drilling machine, personnel protective equipments for safety of workers, safety belt etc. have to be arranged/provided by the contractor.
3. Contractor will arrange all measuring instruments like micrometers, vernier calipers, scales, dial gauge.
4. The contractor shall complete the entire work within the time given by engineer in charge depending upon availability of P.T.W. To achieve this he has to work round the clock. Any number of jobs can be released for planned mtc. / Overhauling and contractor has to carry out the work by deploying sufficient workers in addition to attending to break down faults. However, in case, there is any delay due to non-availability of spares any job involving machining in O & M workshop time extension will be given by HPGC with approval of Executive Engineer In-Charge.
5. The contractor shall submit the fortnight report of works carried out by him at the end of the fortnight counter signed by Engineer-in-charge.
6. All spares Parts, O-rings, gaskets, packing, and electricity supply for welding set / lighting, water, air, paint free of cost required for Mtc. Work will be provided by HPGCL free of cost.
7. In case spares are not readily available at site and O & M store and same are required to be removed from any other unit, then contractor is bound to do the same free of cost.
8. Any miscellaneous work not maintained in scope but is essential for completion of servicing /overhauling of any equipment in the scope, shall be deemed in the scope of contractor.
9. If the contractor does not engage sufficient skilled staff or the quality of work is not up to the satisfaction of Engineer-in-charge or there is delay in attending of jobs, the penalty @ 2.5% of the monthly lump sum charges shall be levied on the contractor for each of the default as per Clause of General Terms and Conditions besides considering other appropriate actions.

Annexure- IV

IMPLEMENTATION OF LABOUR LAWS BY THE CONTRACTOR

- i) The contractor must be on the list of contractor s got registered from labour department Haryana under Section-7 of labour contract Act-1970 by PTPS (Registration of Estt.) or get himself registered after the allotment of the work by supplying their requisite particulars to the CLWO though the officer incharge of the work. He should also obtain a valid labour license under section -12 of bid act for the work awarded to him immediately after the allotment of work and a copy of the same must be submitted along with the contract Agreement of with the first running bill.
- ii) The contractor shall maintain necessary records under contract labour Act viz. Register of wages, Muster roll/attendance register, employment card/gate pass, overtime register, register of deduction, register of advance, register of fine, wages slip, service certificate register , register of workman employed by contractor, etc. as required under foresaid acts and the same shall be made available with the site in-charge of the work representative of the contractor for checking/ inspection as and when required by the officer In charge, Project Authorities or labour department/Govt. of Haryana. Non maintaining /non production of above register / forms in that case under section -23-24 of the bid Act will be treated as offence and contractor will be liable for prosecutions by the labour Department Govt. of Haryana.
- iii) Under section -71-72 of the contract labour Act -1970, the contractor is to ensure the disbursement of wages of the workers in the presence of authorized representative of the Principal Employer. The contractor is bound to pay the wages as fixed by the Labour Commissioner, Haryana as per existing/ revised rates from time to time.
- iv) No labour below the prescribed limit of age i.e. 18 years and above 60 years shall be employed by the contractor on his allotment of the work.
- v) The contractor shall submit an undertaking stating that all risks & responsibilities toward labour will be owned by him.
- vi) The contractor will be engage labour after getting the character antecedents verified from the police department and a copy of the same should be retained by the officer incharge of the work for its record.

- vii) A) The contractor shall abide by all the labour laws required to be followed and shall furnish an undertaking on non judicial stamp paper 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 but not limited to Factory Act-1948. Industrial dispute Act- 1947, Workmen compensation Act-1923, employee state Act- 1943, EPF Act 1952, payment of wages Act 1936, minimum wages Act- 1948, contract labour Act (Regulation and abolition Act- 1970) and other rules and regulations as framed by Central/ Haryana Govt. in this regard from time to time.
- a.) 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 employee of the contractor for all the intent and purposes and shall have no claim/ right on the HPGCL. All 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 HPGCL and its officers indemnified from and against all losses, damages and any claim/liability among there from. Under no circumstances, whatsoever, HPGCL would be held responsible in respect of the 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 or through court of Law.
- b.) Besides the above, the contractor shall obtain an affidavit on the NJSP value duly signed and witnessed by him under his seat and duly attested by the Notary Public from each and every of his individual worker/ employee that they will not claim any employment in HPGCL in lieu of services rendered by them to the contractor namely M/s _____ against work Order No. _____ dated _____ and all the disputes, whatsoever and of any nature, will be settled by their contractor who has engaged them. These affidavits along with his own undertaking as per Para- VII (a) above shall be submitted by the contractor to the officer In Charge.
- viii) The contractor will deposit the ESI contribution an EPF of the workers engaged by him along with employee's shares and copies of the receipted challans will be submitted to the officer-in-charge of the works along with running payment bills.

Annexure-V

RATE QUOTING SHEET FOR SCOPE OF WORK COVERED UNDER UNIT
RATE COST OF ITEM COVERED UNDER PART-A

Sr. No.	Description of Service	Rate Per month (Excluding service tax)	Total Amount (Excluding service tax)
1.	Attending of breakdown/repair/replacement of industrial type fluorescent type tube, lamps in turbine, boiler, BOP area, maintenance of different type of power receptacles, LP's, removal of circuit faults of all lighting equipments, junction box, etc. making a cable joint by using cable kit or providing temporary lighting at various locations of Unit # 1 to 4, cleaning the covers of lighting fitting, dressing/replacement of wiring. Replacement of 200KVA/100KVA Transformers including testing and transportation, Installation, testing and commissioning of power plugs, fixing of boards, painting of all lighting boards.		
2.	Greasing of all HT motors of Unit # 1 to 4.		
3.	Greasing of all LT motors of Unit # 1 to 4. Cleaning of control panels and common auxiliaries of Unit # 1 to 4, checking of terminals, cleaning of terminal plates, tightening of connection of LT motors. Removal of connection also.		
4.	Round the clock preventive/breakdown Mtc. of LT/HT system/control panels/lighting system & silica gel replacement & topping up of oil of ESP T/Fs when required.		
5.	Cleaning of all electrical equipments in Unit #1 to 4 (Such as HT motors, LT motors, electrical HT/LT panels, cranes/hoists etc.)		

NOTE:-

- Any other work as per requirement for smooth operation of Unit/System in respect of above activities shall be carried out by contractor without extra charges.
- For the above job the contractor will deploy adequate skilled labours round the clock. In case of emergency the contractor has to increase work force as per site requirement.
- Contractor must provide experienced persons capable of attending faults independently by referring to drawing provided by HPGCL without the help of HPGCL officer/officials.
- The contract shall be awarded to the tender whose total overall rates (Fixed and unit rates combined) are lowest.

Signature of authorized person,
On behalf of bidder with seal of firm.

**RATE QUOTING SHEET FOR SCOPE OF WORK COVERED UNDER UNIT
RATE COST OF ITEM COVERED UNDER PART-B**

Sr. No.	Description of job	Total tentative frequency	Unit Rate (Rs.)	Total Rate (Rs.)	Maximum Time for completion of job
1.	Checking & tightening of HT connections of motor at motor end & breaker end of all installed capacity. Cleaning of insulators. If required then brazing of lead thimble/lugs & its replacement.	100 Nos.			6 hrs.
2.	Local shifting (with in plant where crane is not available) of HT motor both side & placing it on its foundation/proper position (both side) and hydra & truck for shifting of motor shall be arranged by the contractor. a) 200 KW to 250 KW (Coal Mill Motors) b) Above 250 to 500 KW c) Above 500 KW to 1000 KW Motors to be removed/put from foundation/stool with available crane & to be replaced (Including HT connections). a) 175 KW to 300 KW b) Above 300 KW to 1000 KW c) Above 1000 KW to 4000 KW	4 Nos. 1 No. 4 Nos. 4 Nos. 10 Nos. 4 Nos.			24 hrs. (12 hrs. for each side) For a & b 6 hrs. (3 hrs. for each side) For c 12 hrs. (6 hrs. for each side)
3.	Removal and installation of 3 phase exhaust fan motors at TG Hall roof including connections.	30 Nos.			24 hrs.
4.	Local shifting (with in plant) of LT motors both side & placing it on its foundation/proper position (both side) including decoupling, coupling and alignment for 2 KW to 10 KW Above 10 KW to 30 KW Above 30 KW to 50 KW Above 50 KW to 100 KW Above 100 KW to 170 KW	30 Nos. 24 Nos. 10 Nos. 30 Nos. 10 Nos.			12 hrs. (6hrs. for each side)
5.	Laying of cable a) Control Cables i) All size of control cables (Underground) i) All size of control cables (existing trays) b) Power Cables (PVC/XLPE armoured/un armoured) i) 2C/3C/4C up to size 25mm ² (existing trays) ii) 2C/3C/4C above size 25	40 Mtr. 2000 Mtr. 500 Mtr. 500 Mtr.			50 mtr. per day for underground cables & 100 mtr. per day for cables in trays

	mm ² & up to 50 mm ² (existing trays)	500 Mtr.			
	iii) 2C/3C/4C above size 50 mm ² & up to 120 mm ² (existing trays)	500 Mtr.			
	iv) 2C/3C/4C above size 150 mm ² & up to 300 mm ² (a. existing trays)	20 Mtr.			
	iv) 2C/3C/4C above size 150 mm ² & up to 300 mm ² (b. Underground)				
	TOTAL				
PART-B FINANCIAL IMPLICATION=Rs.					

Note: -

1. The frequency is tentative and may increase or decrease in one or other. The quantity of job mentioned against each item is indicative and is for evaluation purpose only.
These frequency/quantities are not guaranteed. The payment shall be made only on basis of actual work done.
2. Contactor must provide experienced persons capable of attending the faults independently by referring the drawings provided by HPGCL.
3. The manpower deployed for unit rate job (Part-B) shall be separate from that engaged for routine works i.e. Part-A.
4. The minimum wage criteria must be followed for the manpower deployed for both the parts separately.
5. The rates quoted both the parts must be separate, justifiable and balance else the tender shall be liable to rejection.
6. For one side shifting half the amount for both side shifting shall be given.

Signature of authorized person,
On behalf of bidder with seal of firm.