

**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.gov.in](http://www.hpgcl.gov.in)



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

**TENDER DOCUMENT**

**FOR**

**ARC FORCARRYING OUT O&M OF HYDRO PNEUMATIC ASH HANDLING  
OF UNIT-3&4, EACH OF 110 MW, UNDER STAGE-II, PTPS, PANIPAT**

**CHIEF ENGINEER/PTPS-1.  
PANIPAT THERMAL POWER STATION,  
HPGCL, PANIPAT**

**TELEPHONE NO. 0180-2566806**

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**MAY 2015**

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XEN/BMD-II  
PTPS , PANIPAT

Schedule-„B-1“

 <b>HPGCL</b> An ISO:9001, ISO: 1400and OHSAS : 18001 certified company	<b>PANIPAT THERMAL POWER STATION</b> A Unit of Haryana Power Generation Corporation Ltd. (Corporate identity Number : U45207HR1997SGC033517) Assandh Road, Panipat - 132105 Ph:0180-2566006, Fax:0180-2561573 e-mail:sc.sharma@hpgcl.gov.in Website:-www.hpgcl.gov.in, CST No.: 3170, TIN No.: 06572603170
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(Referred to in regulation 7.1)

ONLINE NOTICE INVITING TENDER

Tender Enquiry No.	692/PTPS-I/BM-II/ 525/Vol-X Dated - 25.05.2015
Description of Item	Annual Running Contract for carrying out the operation & maintenance of hydro pneumatic ash handling system of Unit- 3& 4, each of 110 MW under Stage-II.
Start date and time of tender uploading	25.05.2015 at 17:00 Hrs
Last date for submission of tender	22.06.2015 at 17:00 Hrs
Technical Opening (Part-I)	23.06.2015 at 15:30 Hrs
Estimated Amount	Rs. 20.00 Lacs
Tender Fee (Non –refundable)	Rs. 1132/-
e-service Fees (Non –refundable)	Rs.1000/-
Earnest Money	Rs. 40,000/-
Information regarding online payment (EMD, e-service fee & tender document fee)	As per Annexure-A
Instructions to the bidder for e-tender	As per Annexure-B
General instructions to the bidders	As per Annexure-C
General terms and conditions of contract	As per Annexure-D
Technical specifications and scope of work	As per Annexure-E
Statement of bidders	As per Annexure-F
Price quoting sheet	As per Annexure-G
Contact information	Executive Engineer/BMD-II, PTPS, HPGCL, Panipat-132105. Mob. No.- 9355084538

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**Executive Engineer/BMD-II**

**PTPS, HPGCL, Panipat**

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

1. The Bidders can download the tender documents from the Portal: <https://haryanaeprocurement.gov.in>.
2. The Bidders shall have to pay for the Tender documents, EMD Fees & e-Service Fee online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between contractors and online payment authorization networks. The Payment for Tender Document Fee and e-Service Fee can be made by eligible bidders / contractors online directly through **Debit Cards & Internet Banking Accounts** and the Payment for **EMD** can be made online directly through **RTGS / NEFT**.

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

**NOTE:** Those agency who are exempted from EMD, should submit proof of related documents at least 10 days before end date of “**Downloading of Tender Documents & Bid Preparation**” stage to **publisher of the tender i.e. Executive Engineer of the concerned Division.**

The following are exempted from depositing the earnest money:-

- i) Public Sector Undertakings of the Central / Haryana State Government.
  - ii) Firms borne on D.G.S. & D/DS&D Haryana rate contracts.
  - iii) Firms registered with the Director of Industries, Haryana or registered with National Small scale Industries Corporation, Govt. of India.
  - iv) Firms borne on the HPGCL’s approved list of suppliers which may have made a permanent earnest money deposit of Rs.10.00 Lacs at the respective Project/office of HPGCL, if they quote the Registration number given by the respective project/office of HPGCL in their tender papers.
3. 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	Tender Authorization & Publishing	---	25.05.2015 17.00 Hours	22.06.2015 17.00 Hours
2	-----	Downloading of Tender Documents & Bid Preparation	25.05.2015 17.00 Hours	22.06.2015 17:00 Hours
3	Technical Opening (Part-I)	-	23.06.2015 15.30 Hours	---
4	Short listing of Technical bids & Opening of Financial Bid (Part-II)		Will be intimated to the firms on their E-mail	

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**Executive Engineer/BMD-II**  
**PTPS, HPGCL, Panipat**

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## Instructions to bidder on Electronic 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://haryanaeprocurement.gov.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://haryanaeprocurement.gov.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 from:

**M/s Nextenders (India) Pvt. Ltd.**

O/o. DS&D Haryana,

SCO – 09, IInd

Floor, Sector – 16,

Panchkula – 134108

**E - mail:** [Chandigarh@nextenders.com](mailto:Chandigarh@nextenders.com)

Help Desk: 1800-180-2097 (**Toll Free Number**)

**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 <http://haryanaeprocurement.gov.in>.

**4 Pre-requisites for online bidding:**

In order to bid online on the portal <http://haryanaeprocurement.gov.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 eProcurement system on the Home Page at <http://haryanaeprocurement.gov.in>.

**6 Download of Tender Documents:**

The tender documents can be downloaded free of cost from the e-Procurement portal <http://haryanaeprocurement.gov.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 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://haryanaeprocurement.gov.in>.**

**(E) For help manual please refer to the 'Home Page' of the e-Procurement website at <https://haryanaeprocurement.gov.in>, and click on the available link 'How to..?' to download the file.**

Executive Engineer/BMD-II,  
, HPGCL ,PANIPAT

## GENERAL INSTRUCTIONS TO THE BIDDERS

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

1. **Qualifying Requirements**:-The tenders of only those bidders shall be considered who will produce the documentary proofs in supports of following criteria .

a) The firm who has experience of operation and maintenance of complete ash handling plant of any thermal plant of 110 MW or more capacity for a period of minimum 2 years in the preceding three years.

OR

b) The firm who has carried out the work of erection, testing & commissioning of automated ash handling plant of 110 MW or above in the preceding five years.

**The firm qualifying earthier of above mentioned conditions should have minimum annual turnover of Rs. 100 lacs during last three years. The firm will provide their Annual Reports dully certified by the Chartered Accountant.**

**Note:** - The firm should fill statement to bidders as per Annexure-D and submit authentic supporting documents for proving its credential. Original documents may be asked for verification at the time of finalizing the tender. A certificate to the effect that the tenderer is not black listed from any State Electricity Board/ State or Central Public Sector undertaking. Decision of the HPGCL regarding fulfillment of pre qualification requirement shall be final and binding upon the bidders.

b) 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.

### 2. Disqualification of the Bidder:-

- i) 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.
  - ii) The Bidders shall supply partnership deed in case of partnership firm / Memorandum of Association and Article of Association in case of a company.
  - iii) Notwithstanding anything stated above Haryana Power Generation Corporation Ltd. reserves the right to assess the tenderer's capacity to perform the contract should the circumstances warrant such assessment in the overall interest of the Haryana Power Generation Corporation Ltd. In this regard the decision of corporation will be final.
3. Conditions of the contract and other information can be had from the office of **Executive Engineer/BMD-II, HPGCL, Panipat (Email ID: sc.sharma@hpgcl.gov.in)**, on any working day prior to last date of Downloading of Tender Documents & Bid Preparation.
  4. The Tender Document can also be seen on HPGCL website [www.hpgcl.gov.in](http://www.hpgcl.gov.in).
  5. Before submitting tenders the instructions may be read carefully regarding submission of tender. If any bidder finds discrepancies or omissions in the tender documents or is in doubt as to the true meaning of any part, he shall clarify same from tender issuing office in writing before the due date and time of submission of the bid.
  6. The tenderer shall only be submitted on the centralized e - Procurement Portal i.e. <https://haryanaeprocurement.gov.in>
  7. The tenderers will quote their rates strictly as per details of price quoting sheet.
  8. Tenders through Fax / E-mail / telegraphic tenders shall not be considered. Incomplete, obscure or irregular tender is liable for rejection. If the tenderer deliberately gives wrong information in his tender, HPGCL reserves the right to reject such tender at any stage.
  9. All tenders received against open tender enquiry irrespective of whether they are from the approved Firms on the registered list or others, shall be considered, provided they are on the prescribed e-tendering process mentioned above.
  10. The validity of the tender/ quotation should be at least for 180 days from the date of opening of price bid.
  11. 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 the L1 quoted rates. In case where the L1 bidder refuses to further reduce his offered price and the L2 or L3 bidders come forward to offer a price which is better than

the price offered by L1 bidder, the bidder whose price is accepted becomes L1 bidder. However, in such a situation, the original L1 bidder shall be given one more opportunity to match the discounted price. In case of acceptance, he would be treated as L1 bidder.

12. The bidders are required to quote monthly rate for first year of the contract. The rates quoted by the firm shall remain FIRM during the contract period including extension period inclusive of all present & future levies, taxes, duties and any other tax levied by State/Central Govt. during the period. The tenderer's acceptance of this condition should be indicated along with the Bid. Ordinarily the deviation in terms shall not be considered.
13. No deviation from the terms & conditions of tender shall be accepted. Once bidder submits the tender online, it is presumed that all the terms & conditions are accepted including payment terms.
14. The bidders / contractors shall observe the highest standard of ethics during the submission of tender, procurement and execution of the contract. In case of evidence of cartel formation by the bidder(s), EMD is liable to be forfeited.
15. The bidder shall bear all costs associated with the preparation and submission of his bid, and the purchaser will in no case be responsible or liable for those costs, regardless of the conduct Chief Engineer, PTPS-I, HPGCL, Panipat reserves the right to amend/ cancel the NIT or to change qualifying requirement or to reject any or all the tenders so received without assigning any reason.
- 16 All the fields of Price bid shall be filled by the bidder

Executive Engineer/ BMD-II,  
HPGCL, Panipat



## GENERAL TERMS AND CONDITIONS OF CONTRACT

### 1. CONTRACT AGREEMENT

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

### 2. RATE/CONTRACT PRICE

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

### 3. EARNEST MONEY AND SECURITY DEPOSIT

Every tenderer, while submitting his tender, shall deposit the earnest money specified in the NIT (**Rs 40000/-**) can only be made online directly through RTGS / NEFT.

The earnest money furnished by the successful tenderer 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 15 days of the award of the contract with the selected bidder).

**SECURITY DEPOSIT:** In case of successful bidder, the earnest money will be converted into security deposit. Security deposit @10% of monthly running bill shall be deducted from monthly running bills and same will be refunded on the faithful execution & completion of the contract. No claim for interest on security amount shall be entertained.

The final Security deposit shall be released after completion of the entire period of the contract and on the certificate of Engineer In-charge /EIC for 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 following circumstances:-

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

### 4. PAYMENT TERMS

100% payment, after deducting 10% security deposit, statutory deductions & other deductions as per Work Order, of the monthly running bill shall be made after satisfactory completion of work done during the month.

**For the first 06 months from the date of issue of work order/LOI , payment will be made by deploying 22 persons as per item not 1 of rate quoting sheet and for the remaining 06 months, payment will be done by deploying 11 persons as per item no 2 of rate quoting sheet considering backing down of the units. However if one or both units are taken into service during backing down period, the firm will be given 03 days notice in advance to run the system and the full payment ( for 22 persons) will be made for minimum one month.**

### 5. MODE OF PAYMENT

Payment shall be released by the Sr. Accounts Officer/Accounts Officer, PTPS-I, HPGCL, Panipat through RTGS/NEFT. For payment through RTGS/NEFT, the contractor will intimate the complete bank details viz. Name of Bank/Branch, Account Number, Type of Account, IFSC Code etc, to Sr. Accounts Officer/Accounts Officer PTPS-I, HPGCL, Panipat.

All the dues of the engaged workers will be liquidated through "ESCROW ACCOUNT" in the following manner:-

- a) The Payment of wages and other statutory benefits to workers shall be made as per specified format by service provider through ESCROW ACCOUNT operated under a Tripartite Agreement to be executed between HPGCL, service Provider and bank specifying stakes of each party and payroll submitted by the service Provider shall be forwarded to bank by DDO for making listed payments to stake holders.
- b) It is obligatory on the part of service provider to open the accounts of all the workers in one bank where salary Payment can be ruined through ESCROW ACCOUNT to the A/C of workers and the obligatory contribution of EPF/ESI/ Service Tax and other statutory fund in the name of concerned department.
- c) ESCROW A/c shall be opened preferably in the same bank as that having the worker"s salary Account.
- d) The monthly dossier after payment will be supplied by the contractor upto 15<sup>th</sup> of every month.

## **6 PERIOD OF THE CONTRACT:**

The period of the contract shall be for one year from the date of start as intimated by this office normally notice of seven days shall be given for starting the work. However the contractor should be able to mobilize his resources within 24 hours, if necessary arises & if the performance of the contractor found satisfactory, the period of contract maybe extended by three months at the discretions of HPGCL at the same rates & terms and conditions. However, during the extension period, if the new ARC is finalized at the lower rates, then HPGCL may short close the existing contract.

6. In case of permanent closure of unit 3&4, the HPGCL authorities can terminate the contract, after issuing 15 days notice prior to the termination.

## **7. RISK AND COST**

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

## **8 PENALTY/DEDUCTION**

- a) In case of any leftover work /unsatisfactory work in the opinion of Engineer-In-charge, the work will be got done from some other contractor at the contractor"s risk and cost.
- b) 20 % of monthly contract value (total order value) per day will be imposed, if plant generation is affected due to O&M fault in the ash handling system.
- c) If adequate staff is not deputed for O&M of ash handling system, 5% of the monthly contract value per day will be deducted from the bills of the contractor.
- d) If proper cleaning of all equipments of AHP & ash leakages from ash disposal lines and from ash slurry pumps etc. are not attended, 1% of the monthly contract value (total order value) per day will be deducted from the bills of the contractor.
- e) In case of non –evacuation of ESP hoppers/accumulation of ash in hoppers beyond permissible limits, the ash thus evacuated manually or the ash fallen on ESP floor due to fault of ash handling plant, will be got cleared /lifted by the contractor otherwise the same will be got cleared/lifted from other contractor at the contractor"s risk and cost. If the contractor denies than the work will be got done at the risk & cost of firm & additional 10% amount of monthly contract value will be deducted from monthly bill.
- f) If any of T&P item is not available at site i.e. clause no. 1.10 of scope of work is not followed, the penalty@1% per day max. to 10% by the Engineer-In –charge, of the running bill amount of that month will levied from contractor bill.

## **9 DOCUMENTATION**

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

- i) Contractor shall submit monthly bill in duplicate to the executive in charge along with the Followings:
  - 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, Service Tax number, PAN & TIN. A photo copy of the EPF code, ESI code, Service Tax number, Labour licence, PAN & TIN shall be attached with the 1<sup>st</sup> running bill for reference and record.
  - b) Self attested copy of the deposit challan of EPF & ESI contribution, labour welfare fund deposited by the contractor for the labour engaged for the work duly validated with dossier of workers and their account number in the appropriate prescribed Performa.
  - c) Self attested copy of the attendance sheet, wages register and evidence of wage payment.
- ii) The bill of the contractor along with the annexure submitted by the contractor as above, should be approved and verified by the officer in-charge for gross value as well as net payable value and accompanied with the certificates/documents mentioned at iii and iv below.
- iii) Certificate from the Engineer in-charge that, a) Work has actually been done as per the contract and to the entire satisfaction of EIC. b) The copy of the EPF challan, ESI challan etc. submitted by the contractor pertains to the labour deployed at 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. \_\_\_\_\_ on dated \_\_\_\_\_. d) No penalty is leviable on the contractor on any account as per the contract if leviable the amount of penalty is \_\_\_\_\_. e) Copy of protocol and certificate for stage payment, if required.
- iv) Certificate from Labour Welfare Officer / Factory Manager stating that contractor has complied with all labour laws and safety clearance certificate from safety officer. In case of non availability of Labour Welfare Officer/Safety Officer, from EIC.

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

#### **FORCE MAJEURE**

The delay in the completion of the work may be treated as force majeure to the contractor the delay is resulted from any causes arising out of compliance with regulations, orders or instructions of the Central or State Governments, acts of God, acts of Civil & Military authority, fires, floods, strikes, lock-outs, freight embargoes, war-risk riots and civil commotion.

#### **IDLE LABOUR CHARGES**

- a) 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.

#### **8. WATCH & WARD**

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

#### **9. 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.

#### **10. 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.

#### **11. FACTORY ACT/MINIMUM WAGES ACT/INSURANCE ACT/EPF ACT ETC.**

Strict adherence of various applicable labour laws like the Factories Act, Minimum Wages Act, ESI Act, Payment of Wages Act, the Workman's Compensation Act, EPF Act, Contractor labour (Regulation & Abolition) Act, 1970 and all other statutory requirements as amended from time to time to the entire satisfaction of Central/State Govt. Authorities, shall be the responsibility of the Contractor and he shall have to

make good loss, if any, suffered by HPGCL on account of default in this regard by the contractor. EPF/ESI contributions will be deposited by the contractor in his own EPF/ESI code no. in the respective account of the workers. The contractor will submit the copy of EPF/ESI challan to Engineer-In-Charge/ Factory Manager, at the time of 90% payment along with corresponding list of workers. The contractor shall make the payment of wages to its labour in their saving account. Documentary evidence thereof shall be submitted along with the running bills.

12. **INSURANCE OF WORKERS**

The contractor will be solely responsible for any liability for his workers in respect of any accident, injury arising out and in course of contractor's employment. To meet his aforesaid obligation under the workmen Compensation Act, The contractor may obtain W.C. Policy from the Insurance Company for the persons employed by him for carrying out the work. The premium payable for the aforesaid Insurance Policy shall be borne by the contractor. The contractor shall ensure that the said Insurance Policy of this insurance cover is required to be submitted by the contractor to Engineer-in-charge of work immediately after issue of LOI, but before the start of work.

13. **SAFETY RULES**

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

A safety clearance certificate on quarterly basis from the chief safety officer shall be obtained by the contractor and has to be attached along with the bill.

This office reserves the right to claim adequate compensation from the contractor on account of any damage caused to the plant & equipment handed over to him for execution of the work, due to careless handling or negligence on the part of the contractor.

14. **ARBITRATION**

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

15. **LAWS GOVERNING CONTRACTS**

All contracts shall be governed by the laws of India for the time being in force.

Irrespective of the place of delivery, place of performance or place of payment under a contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.

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

16. **SET OFF**

Any sum of money due and payable to the contractor/ firm under the contract (including security-deposit returnable to the supplier) may be appropriated by the

HPGCL and set-off against any claim of the Corporation for the payment of a sum of money arising out of under that or any other contract entered into by the contractor/ firm with the HPGCL.

17. **SUBLETTING and ASSIGNMENT**

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

- 20 In case 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 without any extra remunerations.
- 21 Electricity, compressed air & water will be provided free of cost at one point per unit as per requirement of job. HPGCL may provide suitable space for site store/ temporary workshop free of charge to the contractor.
- 22 **ACCOMMODATION:**
- Suitable accommodation (1No) will be provided in the field hostel /colony to the resident engineer and quarters -2 Nos.for operation/maintenance staff can also be provided on Chargeable basis .However above accommodation shall be provided as per availability and discretion of PTPS authority.
- 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 the entire satisfaction of the Engineer-in -Charge.
- 23 **TRANSPORTATION:**
- a) Material Transportation:
- (i) 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 carry out the work of loading/ unloading of material being sent for repair or received after repair To & From outside of PTPS at his own cost for all the spares.
- (ii) 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.
- 24 The contractor may employ such employees, as he may think fit. However, the employees should not be deemed to be in the employment of HPGCL for any purpose whatsoever. The contractor shall abide by the rules, laws and regulations that may be enforced from time to time regarding the employment conditions of service of his employees. Under no circumstances whatsoever, HPGCL would be held responsible to the labour of the contractor. HPGCL shall have the right to pass on the responsibility on the contractor together with any expenses incurred by HPGCL as a result of certain dues on the part of employees of the contractor. HPGCL shall be entitled to recover/ claim dues/compensation from the contractor in that event.
- b) The labour/employees engaged by the contractor shall not be below the age of 18 years and exceeding 60 years.
- c) Further the contractor would furnish an undertaking on Non-judicial stamp paper of appropriate value, for each and every worker employed by him, that the worker will not claim any lien as a worker of HPGCL, for the services, he is rendering to the contractor.
- d) The contractor shall also indemnify HPGCL against any liability towards its labour for non-compliance of labour laws etc.
- 25 The contractor shall immediately remove any person employed on the work, whose misbehavior causes any nuisance or otherwise in the opinion of the Engineer-in – Charge. Such person shall not be re- employed or allowed on the work without the prior written permission of the Engineer-in -Charge.
- 26 The contractor would deploy 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 instructions 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
- 27 simultaneously at no. of fronts depending upon the site requirements. The deployment of the workers of contractor will be 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. The contractor would be responsible for the following:

- a) The contractor shall be responsible for any miss-happening / 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.

b) 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.

28 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.

29 The contractor shall be liable to make good the loss caused to HPGCL, or any other agency, due to omission or commission on part of his employees for causing any loss, damages or inconvenience to HPGCL.

30 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.

31 **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

b) The decision of Engineer-in -Charge shall be final in regard to all matters relating to the jobs of operation & maintenance works relating to the contract.

c) The execution of work has to be carried out under all weather conditions and at all sites of PTPS. The contractor may have to carry out jobs and work round the clock, as per the requirement to be decided by Engineer-in -Charge.

d) In case the contractor fails to do the work required for smooth & efficient running of the system, Engineer-in -Charge will have the right to get the work done through another agency at the risk & cost of the contractor.

f) Preventive maintenance of each and every equipment shall be done as per the maintenance schedule and proper record shall be maintained by the contractor.

32 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 alteration, 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.

33 **TERMINATION OF CONTRACT:**

a) If the contractor is unable to execute the work, any loss incurred by HPGCL in this respect will be to the contractor's account.

b) If the performance of the contractor is not found satisfactory HPGCL will serve a notice of 15 days to the contractor to improve the performance failing which HPGCL has the right to terminate the contract without any compensation.

c) 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 The contractor shall have to maintain necessary records Viz register of wages, muster roll/ attendance register and the same shall be made available to the Officer- in-charge.

- 35 Contractor shall abide by all the rules and regulations, directions framed by HPGCL time to time for implication of ISO: 9001, ISO: 14001 and ISO: 18000 norms. If the behavior of contractor found non-supportive towards these norms same shall be heavily penalized as per the direction of Engineer-in-Charge.
- 36 Any medical facility and expenditure for employee of firm shall be in the scope of firm.
- 37 As per OHSAS (Occupational Health Safety Assessment Series), under this all workers must be covered in medical check-up as per guidelines of Hon<sup>ble</sup> Supreme Court of India.
- 38 The firm must follow all rules and regulations as per Factory Act-1948 & Contract Labour Act-1970.

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**TECHNICAL SPECIFICATIONS & SCOPE OF WORK.****DESCRIPTION OF WORK:**

**Operation & Maintenance of Hydro-Pneumatic Ash Handling System ( M/S Mahindra Spicer Limited make) of 2x110MW, Unit -3 & 4 of stage-II , PTPS for a period of one year.**

**DETAILED SCOPE OF WORK**

- 1.1 Round the clock , continuous operation of ash handling plant/system unit -3 & 4 stage-II in three shifts, by deploying experienced engineers, supervisors , operators , technicians and other supporting staff in general duty hours for maintenance. The work shall be carried out in an approved manner as directed by Engineer In Charge. Operation & Maintenance of the Ash Handling Plant involves following activities.
1. Operation of ash handling plant broadly involves evacuation of bottom ash hopper (1 No), APH-4 Nos, ESP-28 Nos, Duct-2 Nos ,Economiser -4 Nos, stack hopper -1 No of each unit by means of operating various pumps-i.e HP,LP, Bidge pump , seal water & Ash slurry pumps and accessories of ash handling plant and Drains Pumps installed at Ash Disposal trench and evacuation of fly ash hoppers. If the ash is accumulated in the hoppers up to rapping mechanism level of ESP, it will be got cleared by the firm.
  2. Maintenance of ash handling plant mainly involves all the concerned machinery and auxiliaries installed on above equipment as well as other associated auxiliaries such as clinker grinder, bottom ash discharge lines , hoppers valves /Actuator valves, header valves ,fly ash lines , drain water lines ,collector tanks ,wetting head, exhausters, ash slurry pumps-6 Nos , HP pumps -4 Nos ,Bidge pumps 2 Nos ,LP pumps -3 Nos, seal water pumps -2 Nos ,Drain Pumps -2 Nos, ash disposal line up to ash disposal point at the new ash dyke including –A.D. pipe line laid in trenches ( 3 to 4 ft deep) inside the plant area buried under the coal /ash (6 to 8 ft height ), fluidizing air system , butter fly valves ,pneumatic cylinders ,other valves and water piping ,EOT crane etc. The removal of foreign material from bottom ash hopper and Fly ash hopper shall also be in scope of contractor.
  3. All the interlocks ,Protections, control and instrumentation panels including all the installation on the fly ash control panel in the ash handling control room and the clinker grinder control cubical near bottom ash hopper i.e contactors ,timer, switches, vaccum gauges, relays , stop switches etc. will be maintained by the contractor , site instruments like pressure gauges, solenoid valves ,push buttons etc. will also be in the scope of the contractor .However for repair /replacement of the damaged equipments including indication lamps , solenoid valves etc. or any other material will be supplied by the electrical /C&I division of PTPS the work shall be carried out under the supervision of respective division.
  4. For lifting of motors of pumps by electrical section for maintenance, the decoupling /alignment /coupling of pumps with motor shall be in the scope of contractor.
  5. Regular cleaning of all major equipments /pumps , impulse lines of vacuum gauges , instruments , electrical equipment and pensils etc.will be done by the contractor staff oiling /greasing of mechanical equipment such as pumps, clinker grinder etc. shall be done regularly as provided in the manual or directed by Engineer-in charge .Patrolling of AD lines /visiting of ash dyke area for proper running of discharge points will also be carried out regularly.
  6. Replacement of worn out ash slurry lines from ash handling pump house to ash dyke area including under –ground pipes will also be done by contractor .The leakage from AD pipes will be attended on priority basis. The department poclaim machine (subject to availability) for removal of coal /ash heaps lying on trenches will be provided free of charges in the interest of the plant
  7. Bottom ash hopper slurry discharge lines and fly ash pipe lines from boiler /ESP area to ash handling plant will be maintained by the contractor ,it includes the work of rotation of above motioned pipe lines /their replacement as per instruction of Engineer-in –charge from bottom Ash hopper to ash slurry pump house. Fabrication of M.S bends to replace the existing worn out M.S bends will be done by contractor.
- 1.2 Monitoring of the performance of different components of the ash handling plant is to be done by the contractor and he is to intimate adequate measures to be taken to overcome any actual or likely short fall in performance.
- 1.3 Preparing of preventive maintenance schedules and effective implementation Thereof.
- 1.4 Carry out all needed maintenance and replacement of the worn out parts of ash



handling plant and ash-disposal lines in routine as well as during shut down for any annual overhauling /capital overhauling of unit -3 & 4. Overhauling of all equipments of ash handling system will be carried out by the firm and no extra payment will be made on account of labour charges /consumables etc.

- 1.5 Furnishing adequate technical back up from the firm's head office including periodical visits to the site by its senior Engineers for ensuring smooth operation and maintenance of the plant.
- 1.6 Assisting HPGCL in timely procurement of all the needed spares parts.
- 1.7 The contractor will maintain daily logging of the progress made during each shift which includes evacuation of hoppers ,bottom ash cleaning and faults attended during the shift.
- 1.8 Transportation of spares /material from ash handling pump house store /O&M stores to site of work and dismantled material from site of work to ash handling pump house /site store & return of scrap to O&M stores will be in the scope of the contractor.
- 1.9 Carrying out repairs of ash handling plant by means of welding , building up and hard facing as per requirement and instruction of Engineer-in –charge will also be in contractor's scope .Moreover , planning and supervision of the other repairs/machining jobs etc.( which are being got carried out from other agency) will be deemed to part of firm's scope of work.
- 1.10 All required T&P including welding sets, gas cutting set ,chain pulley block ,lifting Machine and tackles, grinders, submersible pump, jacks etc. required for maintenance, repair and overhauling jobs will be arranged by the contractor.
- 1.11 The contractor shall also be required to carry out maintenance in evening /night shifts and on holidays in case of emergent exigencies /breakdowns.
- 1.12 All modification, alterations, replacement required for bringing the plant to desired Performances level will be planned and executed by the contractor in consultation With Engineer-in –charge/P.T.P.S authorities.
- 1.13 Any miscellaneous works as per site requirement and as directed by Engineer-in-charge will have to be done by the firm.
- 1.14 Any other operation /maintenance work not included in the scope as detailed above but is needed for running of ash handling plants will be deemed to be included in the contractor's scope.
- 1.15 For operation & maintenance of ash handling plant of stage-II, the following minimum staff will be deployed in case of one or both units are running .

Sr.no.	Description	Nos.
1	Site In charge/RE	01
2	Supervisor	01
3	Operators/Asst. operators	12
4	Fitters	02
5	Helpers	04
6	Electrician	01
7	Welder	01

For operation & maintenance of ash handling plant of stage-II, the following minimum staff will be deployed during backing down period.

Sr.no.	Description	Nos.
1	Supervisor	01
3	Operators/Asst. operators	06
4	Fitters	02
5	Helpers	02

Note:-

- 1 Qualification of Site In Charge & Supervisor will be degree holder with two years experience or Diploma with five years experience in ash handling plant.
- 2 Operators, Astd. Operators and fitters will be ITI holder with two years experience or Metric with minimum five years experience in ash handling plant.
- 3 Welder and Electrician will be ITI holder in their respective field with minimum two years experience.
- 4 In emergency, if Welder or Electrician is required at site during backing down period, the firm will arrange the same and no extra payment will be made in that case.

The firm would make assessment by itself and it would give schedule of man power deployed for the operation and maintenance separately while quoting the rates.

- 1.16 The work of repair of refractory of bottom ash hopper will be in the scope of firm.
- 1.17 In case services of expert from OEMs for sophisticated equipments or specialist for training of their personnel's are required; the same shall be arranged by the firm.

### **EXCLUSIONS**

- 2.1 All the spares and consumables, oil, lubricants and special electrodes shall be supplied by HPGCL except ordinary electrodes, DA/O<sub>2</sub> gases, Diesel & M-seal etc.
- 2.2 Facility of EOT crane where ever installed will be provided free of cost to the firm, however minor repair of the same will be got done by the firm.
- 2.3 Carrying out maintenance of breakers, modules and HT/LT drive motors is excluded. However attending of routine faults of fly ash control panel will be taken care of by the contractor.
- 2.4 Maintenance of all following electrical equipment shall not be in scope of contractor.
1. 415 V MCC (make) and its modules.
  2. 6.6 KV breakers of HT motors.
  3. Power transformers.
  4. Lighting panels.
  5. Repair/relaying of cables.
- 2.5 Carrying out cleaning of plants area, trenches, pits, road, culvert and drains etc. is excluded. However the fallen ash on floor /in drains due to negligence of ash handling staff shall be got cleared by contractor.
- 2.6 Any extension or major modification in the route of AD pipelines of 350 NB size, rotation of AD lines after the ash slurry pumps is also excluded .However; supervision will have to be done when work is being carried out by another agency.

### **3. FACILITIES**

- 3.1 Constructing site office and site store, if required
- 3.2 Work shop facility as available at PTPS shall be provided free of cost. However planning & supervision of such repairs/machining job etc. to be carried out at PTPS work shop will deemed to be part of contractor's scope..
- 3.3 water, electricity and compressed air for the plant and electricity for site use at one point per unit as per requirement of job free of charge.
- 3.4 Guest house accommodation for firm's Engineer on chargeable basis, if available.

### **4) OVERHAULING SCHEDULE FOR UNIT 3 & 4:**

The overhauling schedule of unit -3 & 4 will be intimated well before it starts.

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**STATEMENTS OF BIDDERS**

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

Name of Organization	Period	Reference of Contract	Order Value contract wise

10. Any other

Signature & Stamp of Bidder

**ANNEXURE –G**

<b>PRICE QUOTING SHEET</b>						
<b>ITEM NO</b>	<b>DESCRIPTION OF WORK</b>	<b>PERIOD IN MO</b>	<b>RATE</b>	<b>AMOUNT</b>	<b>SERVICE TAX @14%</b>	<b>TOTAL AMOUNT</b>
1	operation & maintenance of hydro pneumatic ash handling system of Unit- 3 & 4, each of 110 MW under Stage-II ( with 22 persons ) when one or both units of stage-II are running	6				
2	Rate for carrying out the operation & maintenance of hydro pneumatic ash handling system of Unit- 3 & 4, each of 110 MW under Stage-II ( with 11 persons ) during backing down period	6				