

**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**

**Annual contract for maintenance of electrical equipments of Unit- 1 to 4**

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

**TELEPHONE NO. 0180-2566806**  
**FAX NO. 0180-2561573**

**July, 2015**

## INDEX

<b>Sr. No.</b>	<b>Description</b>	<b>Page</b>
1.	Notice Inviting Tender	3
2.	Notice Inviting E-Tender	4
3.	Instructions to bidder on Electronic Tendering System	5-6
4.	Instructions to the bidders	7-8
5.	General Terms & Conditions of contract	9-11
6.	Scope of work	12
7.	Statements of bidders	13
8.	Acceptance certificate	14

**Schedule-'B-1'**  
(Referred to in regulation 7.1)

**PANIPAT THERMAL POWER STATION, PANIPAT**

A Unit of Haryana Power Generation Corporation Limited.

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

Corporate Identity Number: U45207HR1997SGC033517

[www.hpgcl.gov.in](http://www.hpgcl.gov.in) E-Mail: jagdish.raai@hpgcl.gov.in

Mobile No: 9355084442/9355869140



**ONLINE NOTICE INVITING TENDER**

<b>Tender Enquiry No.</b>	NIT No. 5 /EMD-I/629/PTPS-1 Dated: 24.07.2015
Description of Item	Annual contract for maintenance of electrical equipments of unit- I to IV of Thermal Power Station Panipat.
Start date and time of tender uploading	24.07.2015 at 9:00 Hrs
Last date for submission of tender	18 .08.2015 upto 13:00 Hrs
Technical Opening (Part-I)	18.08.2015 at 15:30 Hrs
Tender Fee (Non –refundable)	Rs.1135/-
e-service Fees (Non –refundable)	Rs.1000/-
Earnest Money	Rs.34,000/-
Instructions to the bidder for e-tender	As per Annexure-I
Instructions to the bidder	As per Annexure-II
General terms & conditions	As per Annexure-III
Scope of work	As per Annexure-IV
Statements of bidders	As per Annexure-V
Acceptance certificate	As per Annexure-VI

**PANIPAT THERMAL POWER STATION, PANIPAT**

**A Unit of Haryana Power Generation Corporation Limited.**  
**(Regd. Office: Urja Bhawan, C-7, Sector-6, Panchkula, Haryana.)**  
**Corporate Identity Number: U45207HR1997SGC033517**

[www.hpgcl.gov.in](http://www.hpgcl.gov.in) E-Mail: jagdish.raai @hpgcl.gov.in

**Mobile No: 9355084442/9355869140**

**NOTICE INVITING E-TENDER**

Chief Engineer/PTPS-I, HPGCL, Panipat invites e- tender in two parts from the reputed, registered and experienced firms for annual contract for maintenance of electrical equipments of unit- I to IV of Thermal Power Station Panipat.:-

NIT No.	Description	Period of contract	Tender Fee (Non –refundable) in Rs.	EMD in Rs.	e-service Fees in Rs.	Last date of submission of Bids online
5/EMD-I/ 629/PTPS-I/ 2015-16 Dated 24.07.2015	Annual contract for maintenance of electrical equipments of unit- I to IV of Thermal Power Station Panipat	One Year and further extendable by one year at the discretion of HPGCL	1135/-	34000/- (Rupees Thirty four thousand only)	1,000/-	18.08.2015 upto (13.00 Hours)

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

The Bidders can download the tender documents from the Portal: <https://haryanaeprocurement.gov.in>. The Bidders shall have to pay for the tender documents, EMD fee & 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 documents 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 ground, the tender document fee & e-service fee will not be refunded to the firm.

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

**Key Dates**

Sr. No.	Description	Start date and time	Expiry date and time
1	Date & time of tender Authorization & Publishing	24 .07.2015 09.00 Hours	24.07.2015 20.00 Hours
2.	Date & time of downloading of tender documents , bid preparation & bid submission	25 .07.2015 10.00 Hours	18 .08.2015 upto 13.00 Hours
3	Date & time of opening of technical bid (Part-I)	18.08.2015 15.30 Hours	---
4	Date & time of opening of price bid	Will be intimated to the firms on their E-mail Id	

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

**Instructions to bidders on Electronic Tendering System**

**Tender Enquiry No.5 /EMD-I/629/PTPS-I/2015-16**

**Date: 24.07.2015**

**1. Registration of bidders on e-procurement portal:-**

All the bidders intending to participate in the online tenders process 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 participating in the online bidding. These digital certificates are issued by an *Approved Certifying Authority/Controller of Certifying Authorities*, Government of India.

**2.2** Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and address proof 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. DGS&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 fee online using the electronic payment gateway service. For online payment 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 detail of e- tenders:**

The bidders can view the detail of e-tenders and the time schedule (Key dates) for all the tenders floated through the single portal e-procurement system on the home page at <http://haryanaeprocurement.gov.in>.

**6. Download of the 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 e-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 e-tenders.
8. **Online bid preparation (technical & commercial), payment of tender document fee, e-service fee, EMD fee and submission of bids:**
- 8.1 The online payment for tender document fee, e-service fee & EMD can be done using the secure electronic payment gateway. 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. .  
The secure electronic payment gateway is an online interface between contractors and debit card / online payment authorization networks.
- 8.2 The bidders shall **upload** their technical offer (Part-I) containing documents in support of qualifying criteria, technical specification and all other terms and conditions..The bidders shall **quote** the prices in price quoting sheet (Part-II).
- 8.3 **The bids completed in all respect should be submitted as per the time schedule (Key dates) of the tender and should be digitally signed.**
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/her 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 any 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, 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/EMD-I  
For Chief Engineer/ PTPS-I,  
HPGCL, Panipat

NIT No. 5/EMD-I/629/PTPS-I/2015-16

dated: 24.07.2015

**INSTRUCTIONS TO THE BIDDERS**

**1. Pre qualifying requirements (PQRs) / eligibility criteria for the tenderers:**

- I. The intending bidder should have experience of maintenance of electrical equipments of 110MW capacity or above for Thermal Power Station or electrical equipments of PSU during preceding five years reckoned from 30.06.2015
- II. The bidder should have executed at least a single order for similar type of work having value not less than Rs.6.82 lac during preceding five years reckoned from 30.06.2015.
- III. The bidder will submit the performance certificate in support of (ii) above or the copy of repeat work order.
- IV. The bidder should have a valid P.F. code no., ESI no., PAN no. and service tax registration.
- V. The bidder should have class "A" electrical license.

**Note:**

- I. The bidder should fill statement of bidders as per **Annexure-V** and submit the authentic documents in support of eligibility criteria as mentioned above duly attested by Notary Public. 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.
  - II. The bidder should be registered under Contract Labour (Regulation & Abolition) Act, 1970 and possesses a valid labour license for deploying the workers on the work or will obtain the same within 15 days of issuance of work order.
- 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/EMD-I, PTPS-I, HPGCL, Panipat (Email ID: jagdish.rai @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 tender 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 lump sum fixed rate for first year of the contract with escalation @ 4% every year (as per approved norms of HERC) on the rates of last year after 1st year for remaining period of the contract (i.e. for 2nd year). The rates quoted including approved escalation 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 / suppliers / 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 or outcome of the bidding process.
16. **Opening of Tender:-**

The tenders will be opened in the office of Executive Engineer/EMD-I, PTPS-I, HPGCL, Panipat in the presence of authorized representative of the tenderers, if they so desire, at the time and date set for opening of tenders or in case any extension was given thereof on the extended tender opening date and time. Tenderer's authorized representatives (up to two persons) may attend the opening.

  - a. The Price Bid (Part-II of the tender) shall be opened after Part-I of the tenders have been scrutinized and evaluated. The tenderers whose Part-I have been approved, will be allowed to participate in opening of Price Bid (Part-II). The due date and time for opening of Price Bid (Part-II) shall be informed later on.
  - b. **Earnest Money:**

The Tenderer shall deposit requisite Earnest Money along with the tender to ensure that the tenderer takes up the contract in right earnest. An EMD amounting to Rs.**34,000/-** (Rs.**Thirty four thousand only**) is applicable which is to be paid online through RTGS/NEFT.

    - i) The EMD of the successful tenderer will be adjusted against security deposit in the event of placement of order. EMD of unsuccessful tenderer will be refunded on finalization of contract.
    - ii) No interest shall be payable on Earnest Money Deposit.
    - iii) HPGCL reserves the right to forfeit Earnest Money Deposit or part thereof in circumstances which may indicate that the contractor is not earnest in executing the contract. EMD shall also be forfeited in case the bidder does not come forward for execution of the contract agreements and submission of balance security deposit.
    - iv) If the tenderer withdraws his tender at any stage during the currency of his validity period, the earnest money shall be forfeited in full in such cases.
18. 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.
19. **All the fields of Price bid shall be filled by the bidder.**

Executive Engineer/EMD-I  
For Chief Engineer/ PTPS-I,  
HPGCL, Panipat



## PART-I

NIT No.5 /EMD-I/629/PTPS-I/2015-16,

Dated 24.07.2015

**GENERAL TERMS AND CONDITIONS OF CONTRACT**

1. **Terms of Payment:** 90% payment shall be made by Sr.AO/PTPS-I, HPGCL, Panipat, by Cheque/RTGS/NEFT on monthly basis as a running payment & balance 10% shall be deducted as **Security deposit**. The same shall be released along with earnest money deposit after 30 days of successful completion of contract.
2. **Billing:** The contractor will submit separate bills in triplicate to EMD-I and EMD-II as per man power supplied on approved Performa to the concerned Engineer-in-charge of respective division.
3. **Payment Procedure;** The payment of wages and other statutory benefits to workers shall be made by contractor through "**ESCROW ACCOUNT**". It is obligatory on the part of the Contractor to open the account of all the workers in one bank where payment can be remitted by him through ESCROW ACCOUNT.
4. The firm will supply the bank details i.e. **Name & complete address of the bank, type of account, account number and IFSC code** duly authenticated by the banker for making the payment through RTGS/NEFT.
5. **Forfeiture of Earnest Money & Security Deposit:**  
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.
6. The work will be carried out as per the **direction of Engineer-in-charge** of the concerned office (EMD-I or EMD-II).
7. **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.
8. **Penalty:** In case it is noticed that work is not being done upto the satisfaction of the Engineer-in-Charge then a **penalty** shall be levied @ Rs.500/- per day subject to maximum of 10% of the monthly bill & the same will be deducted from monthly bill. Also extra penalty shall be levied for the absent of any person @ Rs.500/- per person per day. The decision of Engineer in-charge, in this regard, shall be final & binding on the contractor.
9. **Mobilization Period:** Work will have to be started within seven days of issue of LOI/work order.
10. **Validity of the contract:** The contract will be valid for **one year** from the date of commencement of work.
11. In case, it is noticed that work is not being done as per the satisfaction of Engineer-in-Charge or the contractor leaves the work incomplete due to one reason or the other, the work will be got executed through any other agency at the **risk and cost** of the contractor.
12. Two sets of daily use **T&P** such as multi-meter, Insulation tester (megger), screw drivers, pliers, pipe wrench, slide wrench, torch, line tester, spanners etc. required for execution of job will be arranged by the contractor at his own cost. However special T&P such as, crimping tool, testing instruments etc will be supplied by HPGCL. All spares and consumables will be arranged & provided by HPGCL.
13. Contractor will engage **adequate skilled manpower** having experience of maintenance /overhauling of electrical system and supply the manpower as detailed given below:-

**Fixed manpower to be supplied daily:**

Sr. No.	Category	No.	Description of work	Desired Qualification & experience
1.	Highly Skilled attendant (Electrical)	08	Round the clock for attending the electrical breakdown/mtc. as per scope of work.	Skilled manpower having ITI in relevant branch & knowledge of Electrical system.
2.	Skilled manpower (helper)	04	To assist the skilled manpower round the clock for attending the electrical breakdown/ mtc. as per scope of work	Middle pass or above

**Variable manpower to be supplied on need base requirement:**

The maximum variable manpower to be engaged on need base requirement during break down, overhauling and running of units will be as under:

Sr. No.	Category	No.	Description of work	Desired Qualification & experience
1.	Skilled manpower (helper)	04	To assist the skilled manpower round the clock for attending the electrical breakdown/ mtc. as per scope of work	Middle pass or above

**Note:** The contractor will make available the variable manpower with a notice of two days and same will be engaged at least for a period of one month.

14. The highly skilled/skilled manpower employed by the contractor should be well conversant with electrical system and should have adequate knowledge of maintenance of electrical system.
15. The contractor will ensure that the manpower engaged by him should have their Aadhar cards to enable them to mark their attendance through AEBAS.
16. **Accommodation:** Two No. Type-I /Type-II accommodation in PTPS Colony may be provided to the contractor's manpower 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.
17. **No extra payment** shall be made for **odd and delayed working hours** (including Sundays and holidays) which may be required as per site requirements.
18. As per site requirements, contractor shall have to arrange his resources for **24 hours continuous** working without any extra charge.
19. Contractor will provide accommodation, conveyance, personal protective equipments (PPEs) and mobile phone facility to his labour at his own cost.
20. **Income Tax** as per the rules shall be deducted from the bills at the time of release of payments by Sr. A.O. / PTPS-I, Panipat.
21. **Termination of work order:** The work order can be terminated at any time without assigning any reason thereof by giving one month's prior notice.
22. The firm should be **registered with labour commissioner** & the copy of labour license shall be supplied after issue of work order.
23. The firm will deduct **Labour welfare fund @ Rs.10/-** from each employee and deposit the same along with firm's share @ Rs.20/- per employee with the **Labour Welfare Commissioner**, Haryana, Chandigarh.
24. The contractor shall have the **valid EPF account** and all the manpower engaged on this work shall be enrolled as member of EPF in his own EPF account.
25. The contractor will **abide by ESI Act 1948** and rules made there under. The contractor will submit copy of ESI contribution deposited by him.
26. The contractor will abide by all the **Labour laws, Provisions of factory act/Insurance act, Safety rules** as framed by Govt. of India & Haryana & as amended from time to time & as applicable to this project.
27. No manpower beyond the prescribed **limit of age** i.e. not below 18 years & above 60 years shall be employed by the contractor on this work.
28. The contractor shall 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.
- 22 If any person/labour of contractor is found **misbehaving** or causing any **nuisance** in the opinion of the officer in charge, then the concerned personal shall be removed from the work/site within 24 hours of the notice by this office & the person/labour so removed, should not be allowed to the work without the prior written permission of the Engineer in charge.
23. The contractor/firm shall be solely & fully responsible for any **mishap/accidents** of his workers at the site of work & HPGCL will not have any liability & responsibility for such accidents or other financial implications.
24. This office reserve the right to claim adequate **compensation** from the contractor on account of any damage caused to the plant and equipment during execution of the work, due to careless handlings or negligence on the part of the contractor.
25. The contractor shall be responsible for getting the **gate passes** of workmen/labour issued from the competent authority.
26. The **watch & ward** of T&P and other material will be the responsibility of the Contractor/firm.
27. **Subletting** of the contract is not allowed. Any subletting will lead to cancellation of the contract. However, CE/PTPS-1 after considering the technical capability etc. of sub-contractor may allow subletting as a special case.
28. **Safety Rules**
  - (a) The contractor shall have to comply with all the safety rules. The Chief Safety Officer shall impose a penalty of Rs.200/- per day per head if the worker of the contractor is found to be working carelessly and/or in violation of use of proper Protective Equipments. Against violation of any clause, a penalty of Rs.500/-per violation (minimum) shall be levied. In case of repeated violation of serious nature

resulting in very serious accident or direct loss to the Corporation/threatens to cause severe consequences, higher penalty rate may be imposed including suspension/termination of the contract. 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 are made by/with the worker of the contractor and if prosecution is launched by Chief Inspector of Factories, Chandigarh against occupier /factory manager or any other authority of HPGCL, the contractor shall be liable to deposit the amount of fine/penalty decided by the court on the same day. In case of default the amount shall be recovered from the dues/liabilities of the contractor against this contract or any other contract at PTPS besides other action as deemed fit by HPGCL.

(b) Clearance certificates from the Chief Safety Officer and Chief Labour Welfare Officer, PTPS have to be attached along with each bill.

29. The contractor shall keep a competent **authorized representative** and his assistant so that the progress of the work is not hampered. The representative shall represent the contractor in his absence and all directions given to him shall be binding as if given to the contractor. In no case the authorized representative can refuse to the instructions by Engineer-in-charge.
30. The period of operation of **contract can be extended by one year** beyond one year of contract if the performance of the contracting agency is found/observed satisfactory by PTPS authorities on the same rates, terms & conditions with the approval of competent authority.
31. **The contractor will submit the contract agreement on NJSP of appropriate value within fifteen days after issue of work order.**
32. **Insurance of workmen:** The firm will be solely responsible for any liability for his workmen in respect of any accident, injury arising out and in course of firm's employment. To meet his aforesaid obligation under the workmen Compensation Act, The firm will obtain cover note from the Insurance Company under W.C. Policy in respect of persons employed by him for carrying out his work and obligation under the agreement. The premium payable for the aforesaid Insurance Policy shall be borne by the firm. The firm shall ensure that the said Insurance Policy of this insurance cover is required to be submitted by the firm to Engineer-in-charge of work immediately after issue of LOI, but before the start of work. Payment against the work done will not be released to the firm until and unless the contractor submits photocopy of Insurance cover.
33. **Law 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.
34. **Set Off:** Any some of money due and payable to the supplier under the contract (including security deposit returnable to the supplier) may be appropriated by the HPGCL & set off against any claim of the corporation for the payment of a sum of money raising out of under that or any other contract entered into by the supplier with the corporation.
35. **Arbitration:** All matters, questions, dispute, differences and / or claims arising out of and /or concerning and / or in connection with, and/ or in consequence of, and /or relating to any contract under these Regulations, whether or not obligations of either or both the supplier and the corporation under the contract be subsisting at the time of such dispute and whether or not the contract has been terminated or purported to be terminated or complete, shall be referred to the sole arbitration of MD, HPGCL or an officer appointed by MD, HPGCL as his nominee. The award of the Arbitrator shall be final and binding on both the parties to the contract.  
The objection that the Arbitration has to deal with matters, to which the contract relates, in the course of his duties or, he has expressed his views on any or all of the matters in dispute or difference, shall not be considered as a valid objection. The Arbitrator may, from time to time, with the consent of the parties to the contract enlarge the time for making the award. The venue of the arbitration shall be the place from which the acceptance of offer is issued or such other place as the Arbitrator, in his discretion, may determine. All arbitration proceedings under this regulation shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 and the Rule there under, with any statutory modifications thereof for the time being in force.

Executive Engineer/EMD-I  
For Chief Engineer/ PTPS-I,  
HPGCL, Panipat

**SCOPE OF WORK**

1. Routine maintenance/repair of lighting system of PTPS-I plant area, service building and control rooms.
2. Routine maintenance/repair of power receptacles, LP's, removal of circuit faults of lighting equipments, junction boxes etc.
3. Providing temporary lighting arrangement at various locations at PTPS-I as and when required.
4. Cleaning the covers of lighting fittings, dressing/replacement of wiring.
5. Routine maintenance of transformers, replacement of silica gel topping up oil as and when required.
6. Cleaning of battery bank and recording the parameters of batteries.
7. Cleaning of MCCs, Marshalling kiosks, HT breaker panels, C&R panel of generator, DVR regulation panel, thyristor panel, field breaker, excitation transformer, NGT, lighting transformers, HVR transformers etc..
8. Routine maintenance of exhaust fan motors installed in PTPS-I.
9. Greasing of LT & HT motors.
10. Opening and reconnection of jumpers of 11kV bus duct as and when required.
11. Assistance in servicing and overhauling of battery charger under the supervision of OEM engineer.
12. Assistance in servicing and overhauling of HT & LT breakers under the supervision of OEM engineer.
13. Assistance in calibration and testing of protection relays of HT switchgear, LT switchgear and generator.
14. Cleaning and routine maintenance of ESP field control panels.
15. Assistance in servicing and overhauling of overhead cranes under the supervision of OEM engineer.
16. General cleaning and replacement of carbon brushes of generator.
17. Any other general work relating to EMD.

**Exclusions**

1. Painting of electrical equipments.
2. Testing of transformer oil.
3. Testing and calibration of protection relays.
4. Rewinding of LT/HT motors.
5. Servicing/Overhauling of LT/HT breakers.
6. Servicing/Overhauling of battery chargers.
7. Shifting of LT/HT motors.
8. Laying of control/power cables.
9. Shifting and overhauling of transformers.

Executive Engineer/EMD-I  
For Chief Engineer/ PTPS-I,  
HPGCL, Panipat

## Part-I

NIT No.5 /EMD-I/629/PTPS-I/2015-16,

Dated: 24.07.2015

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 information

Signature &amp; Stamp of Bidder

**Acceptance Certificate**

I \_\_\_\_\_ Designation \_\_\_\_\_

of (Name of the Company) \_\_\_\_\_

\_\_\_\_\_

hereby accept the terms and conditions given on page No. 3 to 13 of the tender document.

For M/s \_\_\_\_\_