



PANIPAT THERMAL POWER STATION, PANIPAT
(A Unit of Haryana Power Generation Corporation Limited)
 (AN ISO :9001, ISO :14001, and OHSAS :18001 Certified Company)
 Regd. Office C-7, Urja Bhawan, Sec-6, Panchkula.

NIT no. 66/CHC-5/Vol.-IX /Unit 7 & 8

Dated: 04.02.2013

Sr. No.	Name of work	Earnest money	Cost of tender document
1.	Operation of Chlorination Plants , E.T.P ,Water clarification plants, collection of various water samples and transportation of various chemicals from store to various sites and its solution preparation at various locations in unit 7&8 on annual contract basis.	Rs.41,500/-	Rs.1132/- including sale tax

Last date of issue of tender documents : 26-02-2013 up to 13:00 Hrs

Last date of submission of Bid : 27-02-2013 up to 13:00 Hrs

Last date of opening of Bid (Part-I) : 27-02-2013 at 15:30 Hrs

- 1) Negotiation, if required would be held with L-I bidder only.
- 2) For other details visit website www.hpgcl.gov.in

Chief Chemist
 For Chief Engineer/ PTPS –I
 HPGCL, Panipat



NIT no. 66/CHC-5/Vol.-IX /Unit 7 & 8

Dated: 04.02.2013

1. Sealed tenders are invited in two parts on the behalf of CE/PTPS-I for the Operation of Chlorination Plants, E.T.P, Water clarification plants, collection of various water samples and transportation of various chemicals from store to various sites and its solution preparation at various locations in unit 7&8 on annual contract basis.
2. Set of tender documents containing the detailed technical specification/particulars and other terms & conditions etc can be had from the office of chief Chemist PTPS HPGCL Panipat 132105 on request by remitting the cost of tender documents **Rs.1132/-** inclusive of service tax etc.(non refundable) in cash at the counter/Demand draft in favour of Sr.A.O./ PTPS-I HPGCL Panipat .Alternately the set of tender documents can be down loaded from **HPGCL website www.hpgcl.gov.in** & cost of tender documents should be enclosed in separate envelope at the time of submission of tender. The tender submitted without tender cost shall not be entertained.
3. **Salient features:**
 - i. Earnest money : **Rs.41,500/-**
 - ii. Completion period: **12 months**
 - iii. Last date & time for issue of Tender documents: **26-02-2013 up to 13:00 Hrs.**
 - iv. Last date & time of receipt of tender: **27-02-2013 up to 13:00 Hrs.**
 - v. Date & time of opening of Part-I: **27-02-2013 at 15:30 Hrs.**
4. **QUALIFYING REQUIREMENT:** The tenders of only those bidders, who produce documentary proof, to meet the following requirements.

i.	Permanent EPF account no., service tax no. & Pan number
ii.	ESI registration.
iii.	Labor license from labor department or an undertaking that the firm / contractor will apply for the same within one month of allotment of work.
iv.	<ol style="list-style-type: none"> a. The bidders should be manufacturer/supplier or erector and commissioned the system successfully of chlorination system of minimum capacity 100kgs per hour. <li align="center">OR b. Bidder should have 2 years experience for work of operation of chlorination system of minimum capacity of 100 kg per hour and carried out operation of effluent treatment plant / water clarification plant successfully and executed the work of operation of chlorination system of minimum capacity of 100 kg per hour and operation of effluent treatment plant / water clarification plant for minimum value of 8.3 lacs in single order of one year duration during last three years reckoned from 31-12-2012 . c. Copy of work order along with relevant satisfactory work completion certificate or repeat work orders for similar works from the same organization in support of "point a & b " above to be submitted by the bidders.
v.	The firm should have minimum annual turnover of Rs.1.0375 crore during the last three years.

5. On due date of opening of the tender, only envelopes containing Part-I i.e. cost of tender documents, credential in support of qualifying criteria, earnest money, General conditions of contract, Technical particulars shall be opened .Part-II i.e. Price bid of only those bidder who will qualify the NIT conditions shall be opened at a subsequent dates to be fixed after checking the qualifying criteria and technical discussion on Part-I.
6. The committee nominated by HPGCL shall evaluate all the bids received against NIT on the parameters indicated under heading 'Qualifying requirements at sr.no.4 above. The decision of the committee shall be final.
7. Issuance of tender documents to any party shall not construe that such is considered to be qualified.
8. In case due date of sale /receipt/opening of tender happens to be holiday in PTPS , the needful will be done on next working day..
9. Negotiations, if required would be held with the L-I, bidder only.
10. **LIST OF ENCLOSURES to be submitted by the bidders:**
 - a) Cost of tender document of **Rs. 1132/-** in a separate envelope marked as "cost of tender documents against **NIT no.66/CHC-5/Vol.-IX /Unit 7 & 8 dated 04-02-2013.**
 - b) Proof of meeting qualifying conditions in a separate envelope marked as "qualifying documents against **NIT no. 66/CHC-5/Vol.-IX /Unit 7 & 8 dated 04-02-2013."**
 - c) Earnest money of **Rs. 41,500/-** in the form of demand draft drawn on the state bank of Patiala payable at Thermal plant , Panipat or any scheduled bank at Panipat in favour of Sr. A.O./PTPS-I Panipat -132105 in separate envelope marked as "Earnest money against **NIT no. 66/CHC-5/Vol.-IX /Unit 7 & 8 dated 04-02-2013."**
 - d) Part-I containing technical bid in separate envelope marked as "Technical bid "against **NIT no. 66/CHC-5/Vol.-IX /Unit 7 & 8 dated 04-02-2013."**
 - e) Part-II containing price bid in separate envelope marked as "price bid against **NIT no.66/CHC-5/Vol.-IX /Unit 7 & 8 dated 04-02-2013."**
 - f) All the above five envelopes should be sealed in a bigger envelope duly signed and superscribed with the words "**TENDER ENQUIRY NO. 66/CHC-5/Vol.-IX /Unit 7 & 8 dated 04-02-2013..** Name of tenderer should also be mentioned on all the individual envelopes along with detail of earnest money and cost of tender documents and should be specifically mentioned as ENCLOSED (DD no. & date) and other details.

Chief Engineer/PTPS-I reserves the right to reject any or all the tenders without assigning any reasons what so ever.

Chief Chemist
 For C. E. / PTPS –I HPGCL, Panipat

From

Chief Engineer/PTPS-I
PTPS HPGCL Panipat

To

M/s _____

Memo No. : Ch- / CHC-5/Vol.-IX /Unit 7 & 8 Dated: _____

Subject: Tender Enquiry No. **NIT no. 66/CHC-5/Vol.-IX /Unit 7 & 8/Dated: 04-02-2013** for Operation of Chlorination Plants , E.T.P ,Water clarification plants, collection of various water samples and transportation of various chemicals from store to various sites and its solution preparation at various locations in unit 7&8 on annual contract basis.

Ref: - Your letter no. _____ dated _____

Please find enclosed herewith a set of tender documents consisting of Annexure –I to V for the subject cited enquiry .While submitting the tender ,the tenderers are requested to carefully go through the complete tender documents containing scope of work ,technical requirements ,general terms and conditions etc. The tender documents should be returned duly signed in token of acceptance of terms and conditions alongwith tender.

**Chief Chemist
For Chief Engineer/PTPS-I
PTPS HPGCL Panipat**

Annexure-I**GENERAL INSTRUCTIONS TO THE TENDERERS**

The following instructions must be carefully observed by all tenderers .Offers /tenders not strictly in accordance of these instructions will be liable to rejection.

1. (a) Tenders documents can be down loaded from the website of HPGCL i.e. www.hpgcl.gov.in and cost of tender documents of **Rs.1132/-** must be enclosed in a separate envelope marked as "cost of tender documents".
 b) Tender documents can also be received from the office of CHIEF CHEMIST after depositing the cost of tender documents of **Rs. 1132/-** in cash in the form of BA-16 or in the form of DD in favour of Sr.A.O PTPS-I, PANIPAT, payable at State Bank of Patiala, PTPS, Panipat **up to 13:00 Hrs on 26-02-2013.**
2. **QUALIFYING CRITERIA**

1. The tenders of only those bidders, who produce documentary proof, to meet the following requirements:

i.	Permanent EPF account no., service tax no. & Pan number
ii.	ESI registration.
iii.	Labor license from labor department or an undertaking that the firm / contractor will apply for the same within one month of allotment of work.
iv.	<p>a. The bidders should be manufacturer/supplier or erector and commissioned the system successfully of chlorination system of minimum capacity 100kgs per hour.</p> <p style="text-align: center;">OR</p> <p>b. Bidder should have 2 years experience for work of operation of chlorination system of minimum capacity of 100 kg per hour and carried out operation of effluent treatment plant / water clarification plant successfully and executed the work of operation of chlorination system of minimum capacity of 100 kg per hour and operation of effluent treatment plant / water clarification plant for minimum value of 8.3 lacs in single order of one year duration during last three years reckoned from 31-12-2012 .</p> <p>c. Copy of work order along with relevant satisfactory work completion certificate or repeat work orders for similar works from the same organization in support of "point a & b " above to be submitted by the bidders.</p>
v.	The firm should have minimum annual turnover of Rs.1.0375 crore during the last three years.

2. The committee nominated by HPGCL shall evaluate the qualifying criteria of all the tenders received and tenders of only those firms who meet the qualifying criteria as mentioned above shall be considered. The decision of the committee shall be final. The proof regarding the qualifying criteria will be supplied by the firm in a separate envelope marked as "qualifying documents for **NIT no. 66/CHC-5/Vol.-IX /Unit 7 & 8 dated 04-02-2013.**
3. The tenders will be received in the office of CHIEF CHEMIST PTPS, Panipat up to **13:00 Hrs on 27-02-2013** and tender (Part-I) of only those firms who meet the qualifying criteria shall be opened on **27-02-2013 at 15:30 Hrs.**
4. Tenders should be accompanied in two parts addressed to Chief Chemist PTPS Panipat -132105. Part –I shall comprise of technical BID conditions, along with the earnest money in separate envelope. Part –II shall comprise of price bid only. Both part-I &II are required to be submitted in separate seal covers each superscripted "Tender enquiry number" and "Earnest Money amounting to **Rs. 41,500/-** is enclosed with part-I tender".
3. **EARNEST MONEY**
 - a) The tenderer shall be required to deposit earnest money of **Rs. 41,500/-** in the form of demand draft drawn on state bank of Patiala payable at Thermal Plant, Panipat or any scheduled bank at Panipat in favour of Sr. A.O PTPS-I Panipat -132105.
 - b) The earnest money of successful tenderer will be treated by the HPGCL as part of the security deposit for faithful execution of the contract.
 - c) The Bank charges, if any, will be to the account of tenderer.
 - d) No claim shall be entertained against the HPGCL in respect of interest on earnest money deposit or its depreciation in value.
 - e) The failure on the part of successful tenderer to honour his commitment given in the tender will constitute a default and in that event, his earnest money will stand forfeited by the HPGCL.
 - f) The earnest money should be submitted in a separate envelope along with part-I which should bear the words "Earnest money amount **Rs. 41,500/-** enclosed". The envelope should be properly sealed & signed by the tenderer. **NIT no.66/CHC-5/Vol.-IX /Unit 7&8 dated 04-02-2013** should also be mentioned on this envelope.
4. Tenders must be competed in all respects. Telegraphic tenders/offers will not be accepted. Tenders can be submitted by registered post or by hand. All the pages of each copy should be duly signed & stamped .Offers /tenders should positively reach before last

date prescribed for their receipt. Those received late will not be considered irrespective of whether the same was sent by regd. post. Tenders/offers received without earnest money shall be straightway rejected. Offer /tenders should be typed or written in ink .Offer/tender written in pencil will not be entertained. The offers/tenders will be received / opened up to /on the date &time prescribed in **the Notice Inviting Tender Documents**. In case, the date of opening falls on a holiday or a holiday is subsequently declared on that day, the tenders will be received / opened up to / on the next working day following the holiday. The prices quoted by the tenderer should be competitive and as prevailing in the market and should be firm.

5. STUDY OF TENDER DOCUMENTS

Before quoting, the tenderer shall carefully study all the clauses and specifications of the tender documents. If tenderers have any doubt for the meaning of any portion of the tender specifications or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or needs clarification in technical aspects, scope of work etc, he shall at once contact the authority inviting the tender for clarification before submission of the tender. No arguments on this account whatsoever shall be entertained after the last date & time of submission of tenders.

6. SITE OF WORK INSPECTION

Before submitting the tender, the tenderer is advised to inspect the site of work & familiar with the actual work & other prevalent conditions, facilities available, position of material & labour. No claim will be entertained later on the ground of lack of knowledge.

7. RATES /PRICE QUOTING METHOD

The tenderer shall quote the prices in English language and international numerals. The rates be in whole rupees and shall be entered in figures as well as in words.

8. OVERWRITING

All entries in the tender shall either be typed or written in ink. Erasers and overwriting are not permitted and may render liable to rejection. All cancellations and insertions shall be duly attested by the tenderer. The power of attorney in the name of signatory on behalf of the company, for signing the tender documents and other pages of the contract should be furnished with Part –I tender.

9. DEVIATION

Tenderer's offer and remarks and any deviation shall be strictly with reference to sections and clause numbers given in the tender schedule, which should be strictly adhere to.

10. RATE QUOTING SHEET

a) The tenderer will quote their rates STRICTLY AS PER THE RATE QUOTING SHEET AT ANNEXURE-V.

b) CONDITIONAL DISCOUNT offered by any tenderer will not be considered for the purpose of relative comparisons of rates quoted by participating tenderers.

11. The office inviting tenders reserves the right to modify the tender as whole or in parts and will not be responsible and will not pay for any expenses or losses that may be incurred by the tenderer in the preparation of the tender.

12. Chief Engineer/PTPS-I reserves the right to accept or reject any or all tender without assigning any reason and will not pay for any expenses or losses that may be incurred by the tenderers in preparation of the tenders.

13. **VALIDITY** The validity of tenders should at least be for a period of 90 days from the date of opening of Part –II tender.

14. LIST OF ENCLOSURES

a) Cost of tender document of **Rs. 1132/-** in a separate envelope marked as “cost of tender documents against **NIT no.66/CHC-5/Vol.-IX /Unit 7 & 8 dated 04-02-2013**”.

b) Proof of meeting qualifying conditions in a separate envelope marked as “qualifying documents against **NIT no.66/CHC-5/Vol.-IX /Unit 7 & 8 dated 04-02-2013**”.

c) Earnest money of **Rs. 41,500/-** in the form of demand draft drawn on the state bank of Patiala payable at Thermal plant , Panipat or any scheduled bank at Panipat in favour of Sr. A.O./O &M-I ,PTPS Panipat -132105 in separate envelope marked as “Earnest money against **NIT no.66/CHC-5/Vol.-IX /Unit 7 & 8 dated 04-02-2013**”.

d) Part-I containing technical bid in separate envelope marked as “Technical bid “against **NIT no.66/CHC-5/Vol.-IX /Unit 7 & 8 dated 04-02-2013**”.

e) Part-II containing price bid in separate envelope marked as “price bid against **NIT no.66/CHC-5/Vol.-IX /Unit 7 & 8 dated 04-02-2013**”.

f) All the above five envelopes should be sealed in a bigger envelope duly signed and superscribed with the words “**TENDER ENQUIRY NO. 66/CHC-5/Vol.-IX /Unit 7 & 8 dated 04-02-2013**”.Name of tenderer should also be mentioned on all the individual envelopes along with detail of earnest money and cost of tender documents and should be specifically mentioned as ENCLOSED (DD no. & date) and other details.

15. Negotiations, if required would be held with L-I bidder only.

Annexure II

Scope and Description of Work

Annual contract for operation of following system for 2×250 MW, unit 7 & 8 PTPS Panipat:-

1. **Operation of Chlorination System for CW Sump, D.M.P.T. & M.P.T Clarifiers round the clock:**

- a. There are three identical streams having dosing capacity of 180 kg per hour each. Two streams are to be taken in service (one is stand by) round the clock or as per requirement of the system and continuous dosing in clarifiers (DMPT & MPT clarifiers) at required pressure/ parameter of free Residual chlorine (FRC).
- b. The chlorine gas dosing if not dosed in DMPT & MPT clarifiers through chlorination system, then chlorine dosing shall be done by alternate dosing system to maintain chlorine contents in DMPT & MPT clarifiers.
- c. Work include loading ,transportation and unloading of empty/ filled chlorine gas tonners from the vehicle at various sites of unit 7 &8 by arranging hydra by the firm.
- d. During operation, the filled tonners are to be connected and empty tonners are to be disconnected by the contractor.
- e. Lead gasket required during connection of tonners is to be arranged by contractor.
- f. The chlorine leak absorption unit comprising one chlorine absorption tower, one caustic preparation cum re- circulating tank, two caustic re-circulating pumps, centrifugal blower, leak detector instruments etc. are to be operated regularly for ensuring readiness in case of emergency and record for same is to be maintained in the register. Also contractor will ensure the caustic soda solution strength & maintain the solution by the preparation of the same in the absorption tank at CW chlorination plant.
- g. In case of chlorine gas leakage from the system, tonner & leak pipe line etc. is to be controlled by the contractor by operating chlorine leak detector unit and situation to be controlled.
- h. Installed ten (10) nos. chlorine tonners capacity approx. 900 kgs, are to be operated on change over basis from 1 to 10.
- i. The tonners are to be handled through chain pulley system. The weightment of filled/ empty chlorine to be recorded in the register.
- j. Before and after chlorine dosing, water samples have to be collected and tested round the clock by firm's operator and **chlorotex reagent for testing is to be arranged by the firm.**
- k. Chlorination should be operated regularly on change over basis and record the same in register & also keep the record of operation status of filled / empty/ inventory of coming and outgoing chlorine gas tonners.
- l. A register is to be maintained for logging of operational parameters daily/ shift wise.
- m. All auxiliaries with connected pipeline should be cleaned daily.

2. **Operation of Effluent Treatment Plant for treatment of Effluent round the clock:**

- a. The separation of oil emulsion from the effluent water unit 7 and 8 and filling in to drums. The effluents are to be treated further by dosing of chemicals to meet the environment pollution parameters before discharging.
- b. The effluent treated with chemicals such as Alum and hydrated lime through lamella clarifier and disposed by operating guard pump from the guard pond and the sludge of effluent is to be disposed by operating screw pump to ash pond.
- c. All the auxiliaries should be cleaned daily.

3. **Operation of Water clarification plant of M.P.T. and D.M.P.T. clarifies to maintain the clarified water quality round the clock:**

Scope of work for operation of water clarification plant and transportation of various chemicals and its solution preparation-

- i. MPT clarifier.
- ii. DMPT clarifier.
- a. Operation of both MPT & DMPT clarifiers, flocculators, bridges and flash mixture to be kept in running condition by means of electrical devices available at site/ chemical house.

- b. Quality of raw water is to be maintained round the clock.
- c. Two no. Alum Solution preparation tanks and two hydrated lime tanks are available to prepare the alum and lime solution, one is for service and other one is stand by.
- d. Both the clarifier's sludge is to be removed in sump and then disposed through pumps with co-ordination of ash handling plant operators once in shift or as per site requirement.
- e. MPT and DMPT periphery drain of clarified water should be cleaned daily free from foreign matters.

4. Collection of various water sample round the clock:

- a. Samples of boiler water, steam cycle, condenser, D.M. plant, raw water, clarified water, flue gas, hydrogen gas etc. are to be collected by the contractors labour round the clock as per direction of shift in charge of respective shift.
- b. The samples of raw water i.e. DPMT and MPT are to be collected and sent to chemicals lab once in shift as per requirement to maintain the specified clarified water quality.

5. Loading, Transportation and preparation of chemicals :

- a. Loading, transportation, unloading stacking of Alum slab (20 to 25 kg) each, hydrated lime, tri sodium phosphate, hydrazine and ammonia from store (O & M) to various sites of Unit 7 & 8 in General shift and preparation of solutions in the respective tanks as per requirement is to be carried out **by the firm round the clock** . The approximate quantity of chemicals per annum is as mentioned below:-
 - Alum : 350 M.T.
 - Hydrated Lime (50 Kg bags) :15 M.T.
 - Tri sodium Phosphate (50 kg bags) : 300 Kg
 - Hydrazine Hydrate (100 ltr. – 200 ltr drum) : 1000Kg
 - Liquor Ammonia (25 Ltr. Jerry Cane) :1000 Ltr.
 - Any other chemical or variable quantity
- b. Alum slabs are to be lifted from ground floor of chemicals house at MPT preparation site situated at approximately 12 to 15 meters height by means of electric hoist or manually as per situation and site requirement.
- c. Alum & Lime bags are to be lifted from ground floor to preparation site of ETP situated at approximately height of 12 to 15 mtrs.
- d. Minimum one week stock of chemicals is to be maintained at site.

Chief Chemist
For CE / PTPS-I, HPGCL, PANIPAT

ANNEXURE-III

GENERAL TERMS & CONDITIONS**A) Deployment of man power and penalty clause:**

1. For execution of works mentioned in annexure-II, the contractor shall have to make adequate arrangement of persons alongwith requisite qualification & experience round the clock on all the days including Sundays and holidays for the following works as mentioned in the scope of work (Annx.II)

Sr. No.	Name of the work	Qualification & Experience of persons to be deployed
i)	Operation of chlorination system for CW sump, DMPT & MPT clarifiers	minimum ITI with one year experience
ii)	Operation of Effluent Treatment Plant for Treatment effluent	minimum ITI
iii)	Operation of clarification Plant of MPT & DMPT clarifiers	minimum ITI
iv)	Collection of various water samples	unskilled
v)	Transportation & preparation of Chemicals	unskilled

2. To look after the above mentioned works, one number supervisor shall be deployed by the contractor with requisite qualification i.e. minimum diploma or ITI with two years experience .

3. In case work as mentioned in annexure-II is not done in a particular day, this office will be at liberty to get the work done through other private agency and double the amount paid to the other agency shall be recovered from the contractor's running bill i.e. for example if Rs.100/- is paid to other agency then Rs.200/- will be deducted from the contractor's running bill as penalty.

B) CONTRACTOR'S RESPONSIBILITIES:

1. Works mentioned in annexure -II would be carried out under the guidelines of shift in charge/shift operator of the respective shifts/general shift.
2. Contractor shall keep a competent authorized representative so that work is not hampered. The representative shall represent the contractor in his absence and all direction given to him by the officers/shift in charge of the respective shifts is binding on him.
3. The contractor will be fully responsible for the damage of property/equipment belonging to PTPS as a result of negligence on the part of contractor's supervisor or staff. He will replace /repair the same at his own cost.
4. The existing pumps, motors and other equipments installed at various sites as per scope of work at annexure-II shall be handed over as is where is basis immediately after start of work. It will be firm's responsibility in case of theft during the entire execution of the contract period .The firm shall hand over the system consisting of all the pumps, motors and other equipments installed at various sites after completion of this contract
5. The chemicals such as liquid chlorine, hydrazine hydrate and ammonia are hazardous in nature and as such contractor will employ skilled/trained operators for the execution of the contract.
6. In the event of any accident fatal or non fatal, HPGCL will in no way be responsible for such accidents for their financial implications.
7. The awarded rates shall be inclusive of all charges such as T &P, consumables, safety equipments etc. and will remain throughout the contract period.

C) IMPLIMENTATION OF LOBOUR LAWS BY THE CONTRACTOR

i) Contractor must be registered from labour department Haryana under section-7 of labour Act-1970 by PTPS. The bidding firm should have valid labour license.

ii) The Contractor shall maintain necessary records under contract labour act -1970 viz register of wages, Muster Roll /Attendance register, employment card / Gate pass, overtime register, Register of deduction, Register of advance, Register of fine, wages slip, service certificate register, register of workman employed by contractor etc. as required under aforesaid Acts and same shall be made available with the site in-charge of work or authorized representative of the Contractor for checking / inspection as and when required by the officer in charge, Projects Authorities or labour department / Govt. of Haryana. non maintaining / non-production of the above register/ forms in that case under Section 23-24 of the ibid act will be treated as offence and the Contractor will be liable for prosecutions by the labour department Govt. of Haryana.

iii)Under Section 71-72 of the contract labour act -1970; the Contractor is to ensure the disbursements of wages of the workers in the presence of authorized representative of the Principal Employer. The Contractor is bound to pay the wages as fixed by the Labour Commissioner, Haryana as per existing/revised rates from time to time. It will be the responsibility of the contractor to open the bank accounts in the name of individual worker engaged by him against this work order so that monthly wages can be credited in their

bank accounts and their registration/Police verification be carried out in the local police post in PTPS premises for getting particulars regarding resident status /addresses of individual worker ,father's name and other antecedents ,EPF nomination & family dependent 's details .Also EPF share in respect of each WORKER IS to be deposited in the name of each worker deployed against the work against individual EPF code to be allotted by the office of CLWO-cum-AEE/MPI for and behalf of S.E/MPGS-Cum factory manager PTPS Panipat Contractor is bound to pay the wages as fixed by the labour commissioner, Haryana as per existing /revised rates from time to time .

iv) No labour below the prescribed limit of age i.e. 18 years and above 66 years shall be employed by the contractor on his allotted work.

v) The contractor shall submit an undertaking stating that he will own all risk & responsibilities towards labour will be owned by him.

vi) a)The contractor shall abide by all the labour laws required to be followed and he shall furnish an undertaking on non judicial stamp paper of appropriate value duly attested by the Notary public to the effect that he will comply with all the Acts, Laws and regulations as may be applicable with regard to performance of work, including but not limited to factory Act-1948, Industrial Act-1947,Workman compensation Act-1923, Employees State insurance Act,1943, EPF Act-1952, Payment of Wages Act-1936,Minimum wages Act-1948,Contract Labour Act (Regulation and Abolition Act-1970) and other rules and regulations as framed by the Central/Haryana Govt. in this regard from time to time.

b) The contractor shall also specify in the above undertaking that all the labour / workman engaged by him for rendering the services under the contract, will be the employees of the contractor for all the intent and purpose and shall have no claim/right on the HPGCL. All risks, responsibilities and liabilities towards his labour shall be owned by him. The contractor will take such steps as may be directly responsible for any dispute arising between him and his labour/workman and keep the HPGCL and its officers indemnified from and against all losses, damages and any claim/liabilities arising there from. Under no circumstances, whatsoever HPGCL would be held responsible in respect of the contractor or worker. In case any expenditure is incurred by HPGCL, as a result of certain dues on the part of the contractor's labour or otherwise, the HPGCL is entitled to recover/Claim such dues/compensation from the contractor's pending payments or through court of law.

c)Besides the above, the contractor shall obtain an affidavit on non judicial Stamp paper value of Rs. 10/- duly signed and witnessed by him under his seal and duly attested by the Notary public from each and every of his individual worker/employees that they will not claim any employment in HPGCL in lieu of service rendered by them to the contractor namely M/s against work order No Dated and all the disputes, whatsoever and of any nature, will be settled by their contractor who has engaged them. These affidavits along with his own undertaking as per Para-VI(a &b) above, shall be submitted by the contractor to the officer in charge.

vii) It will be contractor's responsibility to deposit the ESI contribution and EPF of the workers engaged by him along with employee's shares and copies of the receipted challans will be submitted to the officer in charge of work along with running payment bills. The contractor shall have his own EPF & ESI code number as well as individual ESI cards and social security number in respect of each labour deployed by him against this contract and the proof of these statutory requirements shall be submitted by the contractor alongwith the monthly bills.

D) SAFETY CLAUSE

i) Certificate from Chief Safety Officer certifying that there is no penalty leviable on the firm due to negligence of safety rules. This clearance certificate must be supplied by the contractor along with each running bill.

ii) The contractor shall have to comply with all the safety rules. Chief safety Officer shall impose penalty of Rs.200/-per day per head if the workers of the contractor are 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 of 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 beside other action HPGCL may deemed fit.

iii) The safety appliances like goggles, hand gloves, gum boots, ammonia torch, masks, helmets, emergency kits ,breathing apparatus including filling of oxygen / fresh air gas

and chlorotex reagent for testing of chlorine gas shall be supplied / arranged by the contractor. The operators should be trained to operate the emergency kits and breathing apparatus etc. to meet any unforeseen eventuality.

E) Contractual Conditions

- i) The work shall be carried out for a period of one year from the date of commencement of work against L.O.I /Work Order. However this contract period can be further extended for three months from the date of expiry of work order on same rate, terms & conditions depending upon the situation so warranted.
- ii) The approx. quantity to be transported and preparation of the chemicals Solution depends on the seasonal variation, quality of raw water and the running of D.M. Plants and units. However HPGCL reserves right to increase or decrease the quantity of chemicals at any time.
- iii) The preparation of the chemicals solution for units 7 & 8 have to done in such a way that there shall not be any shortage of solution due to which the quality of the water and running D.M. Plants and units suffer.
- iv) Hydrated lime, Tri-sodium phosphate packed in bags, Hydrazine hydrate & Ammonia packed in jerry canes and alum will have to be unloaded only in the chemical's Stores wherever located and not in the open and drawl of chemicals and its transportation to the sites is to be done during office timings i.e. **9.00 AM to 5 PM.**
- v) The work will be executed to the satisfaction of Chief Chemist PTPS, Panipat or the persons so authorized by the chief chemist.
- vi) No request of the contractor shall be entertained for the termination/short close of contract during the contract period in any case.
- vii) PTPS reserves the right to terminate/short close the contract at any time without assigning any reason and without giving any notice.
- IX) The contractor would be responsible for getting gate passes duly signed by the authorities for the persons working under him.
- ix) Earnest money of **Rs. 41,500/-** deposited alongwith the tender and 10% security from the monthly running bill will be refunded after expiry of the contract period and subject to successful completion of the contract. However no interest would be payable on this account.
- x) Contractor shall arrange his tools and tackles viz. belcha, kassis, poly bags etc. for the work to be executed by them. It is the responsibility of the contractor to make the area regularly cleaned of chemical's storage and solution preparation area.

F) INSPECTION

All the work under the course of execution in pursuance of the contract at all time be open to the inspection and supervision of the Chief Chemist or his representative. The contractor/ authorized representative shall be present at all times during the execution of the work.

G) TERMINATION OF CONTRACT

- i) PTPS reserves the right to award parallel contract without giving notice to contractor or to terminate this contract at any time without giving any notice, if the services are found to be unsatisfactory. In case of work executed through another contractor /agency, extra payment if any involved would be deducted from the contractor's pending bills or deposits.
- ii) If the contractor fails to execute the work or refuse to comply with any reasonable order given in writing by chief Chemist or his authorized representative in connection with this contract, then HPGCL shall be at liberty to take over the work wholly or in part from the contractor and re-contract with any other contract at the risk and cost of the first contract and the contract is likely to be terminated. In such events, it shall be lawful for HPGCL to forfeit any balance amount/security deposit or both which may otherwise be due to the contractor.

H) PAYMENT

- i) The contractor shall submit his bills in triplicate in respect of work done on monthly basis as per the rate quoted by him, in the schedule of rates enclosed with NIT to Chemist in charge of the work who after getting the bills verified shall pass on to the accounts department for making the payment. Payment shall be effected within 15 days after the date of receipt of the bills in the accounts department provided the same are in order.
- ii) The payment shall be made by cheque after deducting 10% security from the monthly bills of the contractor and other recovery as per rules including income tax, service tax as applicable from time to time.

I) FORCE MAJURES:

In case of reasons beyond control of the contractor such as strike, Civil Commotion, flood and rains etc. when the contractor is not able to perform his responsibilities, as per clause of the contract, then the demurrage/penalties if any, will not be payable by the contractor.

J) CONTRACT AGREEMENT:

After the award of work, the contractor would be required to execute an agreement in the prescribed form on Non Judicial stamp paper of **Rs. 10/-** (Cost to be borne by the

contractor) within 15 days of the award of work. No payment will be made till the requisite agreement is not submitted by the contractor.

K) Arbitration:

In case of dispute, the same shall be referred to the Chief Engineer, PTPS-I, HPGCL, Panipat or his nominee who will be sole arbitrator and his decision will be final and binding on both the parties. The contract is subject to jurisdiction of court of Panipat (Haryana) only.

L) PARTNERSHIP AGREEMENT:

The contractor shall furnish a proof of his partner's agreement in case it is applicable.

M) RETURN OF EMPTY POLY BAGS/ JERRY CANES:

The empty polythene bags of caustic soda, Tri-sodium phosphate, hydrated lime and jerry canes of hydrazine & Ammonia are to be returned to the Store /O&M PTPS Panipat as and when asked by the officer /official concerned . If any bag/ cane is not returned, the double the cost paid to the other agency shall be recovered from the contractor's bill.

N) ACKNOWLEDGEMENT:

The receipt of the work order may please be acknowledged within two days of the receipt of detailed work order .All the pages of the work order are to be signed by the contractor for its validity and in token of its acceptance by the contractor.

Chief Chemist
For Chief Engineer / PTPS -I,
HPGCL, Panipat

ANNEXURE-IV

TECHNICAL TERMS & CONDITIONS

1. The works are to be carried out round the clock as per scope & description of work detailed at ANNEXURE-II.
2. These works would be carried out under the guidelines of shift in charge/shift operator of the respective shifts/general shift.
3. Contractor shall keep a competent authorized representative so that work is not hampered. The representative shall represent the contractor in his absence and all directions given to him by the officers/shift in charge of the respective shifts is binding on him.
4. The contractor will be fully responsible for the damage of property/equipment belonging to PTPS as a result of negligence on the part of contractor's supervisor or staff. He will replace /repair the same at his own cost.
5. The preparation of the chemicals solution for all the sites have to be done in such a way that there shall not be any shortage of solution due to which the quality of the water and running D.M. Plants and units suffer.
6. Contractor shall arrange his tools and tackles viz. belcha, kassis, poly bags etc. for the work to be executed by them. It is the responsibility of the contractor to make the area regularly cleaned of chemical's storage and solution preparation area.
7. Contractor will be responsible for proper upkeep of working areas.

Chief Chemist
For Chief Engineer/PTPS-I
PTPS, PANIPAT

Annexure-V

Schedule of rates

Tender document issued to

M/s_____.

Tender against NIT no. 66/CHC-5/Vol.-IX /Unit 7 & 8 Dated: 04-02-2013

Name of the work: Operation of Chlorination Plants, E.T.P, Water clarification plants, collection of various water samples and transportation of various chemicals from store to various sites and its solution preparation at various locations in unit 7&8 on annual contract basis.(As per scope of work at annexure-II)

Period of contract : - One Year

Lump sum rate per Month as per scope of work mentioned at annexure-II

Rs._____ (in figure)

Rs. _____ (In words)

Signature of contractor

Seal