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Name of Project: Creation of 1No. 33 kV Bay at132 kV S/Stn. Teliwara for independent feeding of 33 KV S/Stn. Babanpur.

NIT No. 18/2020-21/XEN/TS Div. HVPNL, Hisar

Dated: 01.06.2020

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TENDER DOCUMENT

ENIT No. 18/2020-21/XEN/TS Div. HVPNL, Hisar

Dated: 01.06.2020

Creation of 1No.33 kV Bay at132 kV S/Stn.Teliwara for independent feeding of 33 KV S/Stn. Babanpur.



HARYANA VIDYUT PRASARAN NIGAM LTD.
 (A Govt. of Haryana Undertaking)
 (Regd. Office: Shakti Bhawan, Sector-6, Panchkula)
Office of the Executive Engineer/TS Division HVPNL, Hisar,
Qtr. No. 215-218 Type-4 V.N. Hisar-125005
 ☎ 01662-220998(O), +91-9354689298(M) E-mail- xentshsr@hvpn.gov.in

Notice Inviting E-Tender

ENIT No. 18/2020-21/XEN/TS Div. HVPNL, Hisar Dated: 01.06.2020

E-tenders in single part are hereby invited on behalf of Haryana Vidyut Prasaran Nigam Limited on percentage basis below/above/at PAR of HVPNL schedule of labour rates for electrical works from registered labour & Construction Co-Op. Societies and/or turnkey contractors having experience of similar nature of work and knowledge of erection of S/Stn. / Transmission lines up to 220/132/66 /33KV for execution of below mention work.

Brief description of work	Creation of 1 No 33KV bay at 132 KV S/Stn.Teliwara for feeding 33 KV S/Stn. Babanpur
Estimated cost	Rs.160447/-
Due date of submission of tender upto13:00 hrs.	15.06.2020
Due date of opening of bid at 15:00hrs.	16.06.2020

For detailed ENIT please visit website <https://etenders.hry.nic.in> or our website at <https://www.hvpn.org.in>. Cost of tender document (Rs. 1000/-+GST, Non-refundable), e-service charges (Rs. 1000/-+GST, Non-refundable) & Earnest Money (Rs. 3300.00/-) are to be paid online through e-procurement portal <https://etenders.hry.nic.in>.

Sd
Xen/TS Division,
HVPNL, Hisar

Detailed Notice Inviting E-Tender**ENIT No. 18/2020-21/XEN/TS Div. HVPNL, Hisar****Dated: 01.06.2020**

E-tenders in single part are hereby invited on behalf of Haryana Vidyut Prasaran Nigam Limited on percentage basis below/above/at PAR of HVPNL schedule of labour rates for electrical works from registered labour & Construction Co-Op. Societies and/or turnkey contractors having experience of similar nature of work and knowledge of erection of S/Stn. / Transmission lines up to 33KV/66KV for execution of below mention work.

E-tender reference no.	Brief description of work	Estimated cost (Rs.)	Earnest Money (Rs.)	Cost of tender document (Rs.)	E-service charges	Due date of submission of tender upto 13:00 hrs.	Due date of opening of bid at 15:00hrs.
	Creation of 1 No 33KV bay at 132 KV S/Stn.Teliwara for feeding 33 KV S/Stn.Babanpur	160447.08	3300-00	Rs. 1000/-+GST (Non-refundable)	Rs. 1000/- +GST (Non-refundable)	15.06.2020	16.06.2020

TERMS & CONDITIONS:-

1. The detailed scope of works is given in the bidding document.
2. The Tender document & e-service charges of Rs. 2000/-+GST (Rs.1000/- +GST cost of tender document + Rs. 1000/- + GST e-service charges) are to be paid online through e-procurement portal <https://etenders.hry.nic.in> & the tender

documents are available on the website www.hvsn.org.in and <https://etenders.hry.nic.in>. The detailed terms and conditions can be seen in the tender documents.

3. HVPNL reserves the right to cancel/withdraw the invitation for Bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.
4. **Any bidder whose bid is not found as per the ENIT requirements will be liable for rejection without assigning any reason.**
5. **The conditional tenders are not acceptable.**
6. **The Bidder shall bear all costs & expenses associated with preparation & submission of its bid and HVPNL will in no case be responsible or liable for these costs, regardless of the outcome of the bidding process.**
7. **The bidder should provide PAN, GST No., issued by concerned Authority.**
8. The tender shall be valid for six months from the date of opening.
9. If the tender opening date happens to be a holiday then next working day will be considered as tender opening date.

Sd

**Xen/TS Division,
HVPNL, Hisar**

HARAYANA VIDYUT PRASARAN NIGAM LTD.

INSTRUCTIONS TO BIDDER ON e-TENDERING SYSTEM

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1. Registration of bidders on e-Procurement Portal:-
All the bidders intending to participate in the tenders process online are required to get registered on the centralized e - Procurement Portal i.e. <https://etenders.hry.nic.in>. The bidders are also required to have/obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities for submission and processing of the bids. Please visit the website for more details.
2. Download of Tender Documents:
The bidders can view and download the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at

<https://etenders.hry.nic.in>.
3. Pre-requisites for online bidding:
In order to bid online on the portal <https://etenders.hry.nic.in>, the user machine must be updated with the latest Java. The link for downloading latest java applet and "DC setup" Utility is available on the Home page under the tab 'Download' of the e-tendering Portal.
4. Key Dates:
The bidders are strictly advised to follow date and time as indicated in the online Notice Inviting Tenders (ENIT). 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 (ENIT).
5. Bid Preparation (Technical & Financial) Online Payment of Tender Document Fee (Rs. 1000+GST), eService fee (Rs.1000+GST), EMD fees (Rs. 6000/-) and Submission of Bid Seal (Hash) of online Bids:
 - 5.1 The online payment for Earnest Money Deposit (EMD) can be done using the secure electronic payment gateway looking in to the EMD amount as mentioned below:-
Following payments are to be made by the bidder online through e-procurement portal:-
 - a) **Tender document fee:-Rs. 1000/-+GST and e-service charges Rs. 1000/-+GST (Total Rs. 2000/-+ GST).**
 - b) **Earnest money deposit (EMD): earnest money deposit Rs. 3300.00-.**
 - (i) The secure electronic payments gateway is an online interface between contractors and authorization networks.
 - (ii) The Interested bidder must submit the funds at least transaction + 1 day (t+1) in advance to the last date of respective tenders and make the payment via RTGS/NEFT/OTC to the beneficiary account no. as mentioned in the Challan.
 - 5.2 The bidders shall upload their technical offer containing documents, qualifying criteria, technical specification, schedule of deliveries, validity and all other terms and conditions except the rates (price bid). The bidders ensure that uploaded documents must be properly numbered and indexed.

The bidders shall quote the prices in price bid format in a specified template.

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

NOTE:-

1. If bidder fails to complete the Online Bid Preparation & Submission stage by the stipulated date and time, his/her bid will be not be considered.
2. Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <http://https://etenders.hry.nic.in>.
3. For help manual please refer to the 'Home Page' of the e-Procurement website at <https://https://etenders.hry.nic.in>, and click on the available link 'System Requirement' to download the file. Help manual is available on 'Home Page' of the <http://https://etenders.hry.nic.in>.

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Executive Engineer,
TS Divn HVPNL, Hisar

SCHEDULE- 'B'

GENERAL INSTRUCTIONS TO TENDERERS

(Referred to in Regulation 7.1)

The following instructions must be carefully observed by all tenderers. Offer/Tenders not strictly in accordance with instructions will be liable to rejection.

1. The Tender must be on the prescribed tender form and complete in all respects.
2. The bidders shall upload their technical offer containing documents, qualifying requirements, and all other terms and conditions except the rates (price bid) in **Technical template**. The bidders shall quote the prices in price bid format in a commercial template.
3. The bidders are strictly advised to follow date and time as indicated in the online Notice Inviting Tenders (ENIT). 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 (ENIT).
4. The tenders will be opened electronically on the e-procurement portal using DSCs on the date and time prescribed in the notice inviting tenders. In case the date of opening falls on a holiday or a holiday is subsequently declared on that date, the tenders will be opened on next working day following the holiday at the same time.
5. All Tenders/Offer will be regarded as constituting as offer or offers open to acceptance in whole or in part until the last date of validity as prescribed in the Notice Inviting Tenders or as indicated by the tenderer in the tender/offer, whichever be later.
6. The price must be quoted in Indian Rupees and any mistake in calculating the rupee price will not justify the claim for increase in prices.
7. Tenderer should specifically mention the period of validity of tender/offer. The validity of the quotation should not be less than the period as specified in Notice Inviting Tender/Tender Document.
8. The online payment for tender documents, E-services fee & Earnest Money Deposit (EMD) can be done using the secure electronic payment gateway looking into the EMD amount as mentioned below:-
Following payments are to be made by the bidder online through e-procurement portal.

- a) **Tender document fee of Rs.1000/-+ GST and e-service charges of Rs. 1000/- + GST (Total Rs.2000/-+GST).**
- b) **Earnest Money Deposit (EMD= Rs. 3300.00/-).**
9. The Bank Charges, if any, will be to the account of the tenderer.
10. No claims shall be against the Nigam either in respect to interest if any due on the Security Deposit/Earnest Money or its depreciation in value.
11. HVPNL reserves the right to reject to any or all tenders received without assigning any reasons.
12. The validity of the quotation should not be less than the period as specified in Notice Inviting Tender/Tender documents.
13. The tenders/quotations should be addressed to the Executive Engineer, T.S. Division, HVPNL, Hisar where these shall be opened online on the prescribed date and time indicated in the ENIT.
14. Only such tender shall be considered Valid where the tenderer has in accordance with the above regulations remitted the requisite amount of earnest money.
15. Tenders not submitted on prescribed form will be liable to be rejected.
16. The post tender offers or communications received from the suppliers/contractors etc. which affect the quoted and equivalent rates there by changing the merit position of the tenders shall not be entertained.
17. The time delivered for carrying out work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date next day of issue of L.O.I.
18. All the works carried out by the contractor shall be upto the satisfaction of the Xen/TS and the competent authority, who has the power to sanction it. The later shall issue an NOC after completion of work in satisfaction.

Sd

Executive Engineer,

TS Division HVPNL, Hisar

Technical Specification

ENIT No. : 18/2020-21/XEN/TS Div. HVPNL, Hisar Dated: 01.06.2020

Name of Project: - Creation of 1No.33 KV Bay at 132 KV S/Stn. Teliwara for independent feeding of 33 KV S/Stn. Babanpur.

Scope of work: - Erection of one No. 33kV line bay complete with towers, beams and allied equipments.

Execution: - Work will be carried out by observing all safety precautions and strictly as per the specification and procedure of HVPNL to the satisfaction of engineer Incharge.

Receipt and Handling of material:-

The contractor will have to give the receipt of the material issued by the department and will make arrangement for safe custody of such material and the work will be got done as per specification/approved drawings of the Nigam and the direction of site in charge.

Sd
**Xen/TS Division,
HVPNL, Hisar.**

BOQ

Name of Project: - Creation of 1No.33 KV Bay at132 KV S/St. Teliwara for independent feeding of 33 KV S/Stn. Babanpur.

Scope of work: - Erection of Tower, Beam/Supporting Structures, alongwith allied equipment's for construction of 33 KV Bay.

ENIT No: 18/2020-21/XEN/TS Div. HVPNL, Hisar

Dated: 01.06.2020

Completion Period: -60 days from the next day of issue of LOI or material / shutdown provided by HVPNL

A. Supply of Material

Sr. No.	Description of Material	Qty	UoM	Estimated Rate In rs.	Amount
1	Supply of M.S. Flat 50 X 6 mm (Including Transportation at site)	800	Kg		
	Total (A)				

B. Labour Charges

Sr. No	Description of Activity	Qty	Unit
1	Transportation of 33 KV VCB from store to site store	1	No.
2	Erection of 33 KV VCB complete in all respect	1	No.
3	Earthing, Jumpering and testing & commissioning of 33 KV VCB	1	No.
4	Transportation of 33 KV CT from store to site store (3 nos.)	1	set
5	Erection of 33 KV CT complete in all respect (1 set)	1	set
6	Earthing, Jumpering and testing & commissioning of 33 CT	1	set
7	Transportation of 33 KV LA from store to site store (1 set)	1	set
8	Erection of 33 KV LA including surge monitor (1 set)	1	set
9	Earthing, excluding rod electrode & Jumpering and testing & commissioning of 33 LA (1 set)	1	set
10	Fabrication and jointing of Aux. Eartmat for 33kV Isolator & L&E including earth in excavation and soil filling 3 nos.	0.5	No.

11	Erection of treated earth pit (3 No's)	3	No.
12	Earth bore for earthing of 33 KV LA 3 x 150=450 Ft 20/- per Ft	450	Job
13	Fixing of earth pipe in bore including jointing with coupler, making holes for uniform water distribution in bore, mixing coal & salt & filling in bore and Welding work etc. (none scheduled)	450	Job
14	Tranportation of M.S. flat channel and rod as per 1.2mt	1.2	per 100
15	Transportation of isolator from store to work site 33 KV	1	Nos.
16	Erection of isolator & earthing, jumpering etc. 33 KV (1 No)	1	No.
17	Transportation of L&E from store to work site 33 KV (1 No)	1	Nos.
18	Erection of L&E & earthing, jumpering etc. 33 KV (1 No)	1	No.
19	Transportation of tower material from store to site loading & unloading	2.3	MT
20	Erection of S/Stn. tower material	2.3	MT
21	Earthing of Tower structure 8 no./ 3 sets	1	Set
22	Transportation of conductor /E/W including loading & unloading	0.1	Km
23	Transportation of Disc insulators, fittings, clamp, connectors, spacers (Per 100 unit) (12 no's)	0.2	per 100
24	Providing jumpers from bus to equipment (per 3 jumpers)	1	Set
25	Transportation of U/A control cable from store to site (per Km)	1.4	km
26	Laying of control cable (per Km)	1.4	km
27	Cleating (per 100 mtr.)	0.5	per 100
28	Transportation of 33 KV C&R panels from store to site loading & unloading (1 no)	1	No.
29	Grouting of panel including placement (1 no's)	1	No.
30	Earthing, testing and commissioning (1 no's)	1	No.

Abstract

Sr. No.	Description of Material	Amt. without GST
1	Grand Total A + B (With out GST)	160447.088

Signature of tenderer with
Complete address

Annexure-A

Terms & Conditions:

1. Bidder to specifically mention all applicable taxes/duties/levies & Cess etc.to be paid beside all the statutory requirement with quoted prices failing which the quoted prices will deemed to be considered all inclusive.
2. The payment shall be made by Executive Engineer TS Division HVPNL, Hisar through RTGS after due verification by the office of AEE/Construction or its representative for which contractors will provide the details of bank a/c with documentary proof (cancelled Cheque etc).
3. **Completion Period:** The work must be completed within a period of **60 days** from the date of issue of LOI or handing over the material to contractor to start the work failing which a penalty shall be imposed as per Sr.No.4.

Or

Work should be completed within 45 days from last supply of material required against the work whichever is later.

4. The penalty @ ½% (half percent) of contract value per week or part thereof shall be levied, if the execution of the work is not completed even up to 2 weeks after the due date of execution, the penalty shall be further levied at enhanced rate of 1% (One percent) per week. However, total maximum penalty shall be 14% of the total value of the contract.
5. All statutory liabilities in respect of wages & other dues of the labour / workmen deployed by the contractor shall be the sole responsibility of the contractor.
6. Income Tax, labourcess (as applicable) & all other taxes, duties levies etc shall be deducted from bills of contractor as applicable from time to time.
7. After the implementation of GST w.e.f. 01.07.2017 , GST as applicable on works contract shall be borne by the HVPNL and will be paid to the contractors having GST No. 2%TDS on GST as applicable and as per instruction shall be deducted from the bill of contractors and same shall be deposited by HVPNL. The Service tax and WCT already applicable before 01.07.2017 has been abolished.

8. Extension in completion schedule on account of non-fulfillment of obligation on part of Nigam or force majeure shall be considered on merits as per the standard guidelines of the Nigam.
9. **The work will be executed strictly in accordance with the electrical specification, approved drawing and design of the Nigam/relevant IS. In case any dispute on any point arises, the decision of Xen/TS Division HVPNL, Hisar shall be final and binding on the contractor. Drawings / Specifications and HVPN Labour Schedule rates can be seen in the office of Xen/TS HVPNL, Hisar on any working day.**
10. The competent authority having delegation to decide the allocation of works reserve the right to reject any or all the quotations without assigning any reason.
11. The telegraphic tenders are not acceptable.
12. No idling charges or cost over run for the entire Job shall be entertained.
13. The quantum of work can be increased or decreased or amended as per requirement without giving any reason.
14. In case the progress of work does not commensurate with the target date. The part/balance work will be taken out from the contractor and will be allotted to other or do departmentally on the risk and cost of the contractor without giving any notice. The schedule and the PERT chart of the work shall be worked out mutually by HVPN and the contractor and the same shall be adhered to.
15. The contractor has to abide by the rules of the minimum wages as notified by the District Commissioner, Hisar.
16. **ARBITRATION:** - If the disputed question or controversy the settlement of which is not herein specially provided for shall at any time arise between the HVPNL and the contractor relating to this order or the portion of the same or the rights, duties or liabilities of either party, including the termination of the contract by either party and correctness thereof any stage whatsoever it shall be referred to arbitration of Managing Director/Chief Engineer of HVPNL or his nominee not below the rank of Superintending Engineer subject to the following conditions:-
 - 1) That in the first instance, before referring the matter to arbitration, it shall be referred by the contractor for being settled by the Engineer in charge of the work

at times of such reference in writing. The Engineer in charge shall convey his decision or that of the competent authority in writing to contractor with in a period of 15 days from such a request in writing by the contractor. The decision given by the Engineer In charge or competent authority shall be final and binding upon the contractor except where he moves the Engineer in charge in writing for reference or such a claim or dispute to arbitration with in a period of 30 days of his receipt of decision of the Engineer in charge or the competent authority in writing. In case the contractor fails to make such a written request with in the stipulated period, the decision so conveyed to him by the Engineer in charge will be final and will not be a subject matter of arbitration at all. In case the Engineer in charge fails to convey his decision or that of the competent authority in writing with in a period of 15 days as referred to above the contractor may make a request to the Managing Director/ Chief Engineer of HVPNL within 30 days of expiry of the said 15 days to refer the matter to arbitration and the same shall be referred to arbitration in the manner provided here in after. The work under the contract shall not be stopped and shall continue during the arbitration proceedings.

- 2) The reference of dispute or difference referred to above for arbitration to an officer not below the rank of a Superintending Engineer of HVPNL shall be by designation. It will not be a valid object to any such reference to the arbitration that the arbitrator so appointed is a servant of HVPNL, or he had to deal with the matter to which the contract relates or that the said arbitrator has expressed his views on all or any of the matters in dispute.
- 3) That in case the Arbitrator appointed initially is transferred or dies his successor in office shall be deemed to be an Arbitrator as if he had been appointed initially by the Managing Director/ Chief Engineer of HVPNL. In case the Arbitrator is unwilling to act as an Arbitrator for any reason what so ever the Managing Director/ Chief Engineer shall be competent to appoint or nominate any other officer not below the rank of Superintending Engineer as the Arbitrator and the Arbitrator so appointed shall be competent to proceed with the reference as if he had been appointed as the Arbitrator initially.

- 4) That no person other than the one appointed by Managing Director/ Chief Engineer of HVPNL shall act as an Arbitrator, the matter shall not be preferable to arbitration and the parties shall be at liberty to avail of civil remedy.
17. All the work carried out by the contractor shall be up to the full satisfaction of the Xen/TS, Division, Hisar and competent authority, who has the power to sanction it. The latter shall issue an NOC after completion of work in satisfaction.
18. The contractor undertakes by signing the quotation that in case of any mis-happening, breakage /damage to the equipment, accident of the person engaged by the contractor, the contractor shall be solely responsible for the consequences and remain indemnified or any type of compensation, loss & expenses etc. HVPNL will not be responsible in any case.
19. To cover liability under Workman Compensation Act, the successful bidder will take Group Insurance of workers before commencement of work and this insurance policy shall be pledged in the name of Xen/TS Division HVPNL, Hisar.
20. Contractor shall be responsible for the conduct of the workmen as per law of land. The contractor shall withdraw the delinquent workers immediately on being asked in writing by the empowered officer.
21. No labor below the age of 18 years and above 62 years shall be deployed on the works. The contractor shall allow weekly rest as per labour act without extra charges to the Nigam on this account.
22. Any excess payment made to the contractor inadvertently or otherwise under this contract or any account whatsoever and any other sum found to be due to Nigam by the contractor in respect of his contract or any other contract, or work order or any account whether may be deducted from any sum whatsoever payable by Nigam to the contractor and in respect of his contract or any work-order or contract or on any other account by any other department of Nigam.
23. The contractor shall make all the arrangements for safety of the staff. HVPNL shall not be responsible in any way for any injury/disablement accident to any workman in this account and will be free from any legal bindings in this regard. HVPNL will not be responsible to pay any damage to the workers of the contractor or any outside agencies. Before carrying out the work, it shall be entire responsibility of the

contractor to take all the safety precautions and shut down etc. if required during the execution of work. In every case in which by virtue of the provision of 12 subsections (1) of the Workman's Compensation Act 1923 Nigam is obliged to pay compensation to a workman employed by the contractor in execution of the works. The Nigam will recover from the contractor the amount of the compensation so paid and without prejudices to the right of Nigam under section 12 sub-section 2 of the said act Nigam shall be at liberty to recover such amount of any sum due by Nigam to the contractor or whether under this contractor or otherwise. Nigam shall not be bound to contest any claim made against in under Sub-section (i) of the said Act except on the written request of the contractor and upon his giving to Nigam full security for all costs for which Nigam might become liable in consequence of contesting claim.

- 24. The contractor shall give a receipt of all the material issued by HVPN. However the T&P will be arranged by contractor itself at his own cost. The contractor will make necessary arrangement for safe and sound custody of material.**
25. The above work to be done as per HVPN Labour Schedule of Rates 2004 & scope of the work, which can be seen from the office of Xen/TS, HVPNL, Hisar.
26. Contractor will acquaint himself with the scope of the work by visiting at site, if required.
27. Before carrying out the work, it shall be entire responsibility of the contractor to take all the safety precautions and shut downs, etc. if required during the execution of work. All shut downs will be taken by HVPNL supervisory staff but contractor's representative will give request in writing.
28. The contractor has to execute the work on working days during the working hours. However, if required, the work can be executed on holidays but contractor shall be adhered to labour laws.
29. **Extension of time:** - If the contractor shall desired an extension of the time for completion of the work on the grounds of his having been un-avoidable hindrance in its execution or on any other ground, he shall apply in writing to the Executive Engineer within 2 days of the date of occurrence of the hindrance on account of which he desires such extension as aforesaid and the CE/SE/Xen who approved the award of

tender shall if in his opinion (which shall be final) reasonable grounds be shown there of authorize such extension of time, if any, as may, in his opinion be necessary or proper. Any amendment in the agreement including extension in time limit can be made with the approval of the authority that approves tender in terms of Secy. Board of while HSEB O/O No. II/GB/M-245 dated 29-2-77.

30. **Removal of employed workman and foreman.** :- The Engineer-in-charge shall have full power at all time to object to the employment of any workman, or other employee on the works by the contractor and if the contractor shall receive notice in writing from the engineer in change requesting the removal of any such man or men from the work. The contractor shall comply with the request forthwith. No such workman, foreman or other employees after his removal from the works by request to the engineer-in- change shall be re-employed or reinstated on works by contractor at any time except with the previous approval in writing of the Engineer-in-change. The contractor shall not be entitled to demand the reason from the Engineer-in-change for requiring the removal of any such workman, foreman or other employee.
31. **Contractor liable for damage & for imperfect work:-** if any damage shall happen to the work while in progress, from any cause whatever or any imperfection become apparent in it after a certificate of final or of its completion have been given by the Engineer in charge as aforesaid, the contractor shall make the same good or Engineer in charge may make the same good by other workman and deduct the expense from any sum that may be then or at any time thereafter may become due to the contractor or from his security deposit, of which the certificate of the Engineer in charge shall be final.
32. The contractor shall not assign or sublet without the written approval of the Chief Engineer/ Superintending Engineer/ Executive Engineer and if the contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any insolvency proceeding or make any compositions with his creditor or attempts to do so or if any bribe, gratuity, gift, loan prerequisite, reward or advantage pecuniary or otherwise shall either directly or indirectly be given promised or offered by the contractor or any of his servants or agent to any public officer or person in the employment of Nigam in any way relating to his officer or employment or if any such

- officer or person shall become in any way directly or indirectly interested in the contract the Chief Engineer/ Superintending Engineer/ Executive Engineer may there upon by notice in the writing rescind the contract and the security deposited by the contractor shall there upon stand forfeited and be absolutely at the disposal of Nigam.
33. The primary source of procurement of M.S. flat will be from SAIL, TATA, RINL in case the material is not available with primary source the material for flat can be procured from secondary source i. e. any other approved vendor from HVPNL, with the permission of Engineer in-charge.
 34. This office reserves the right to get the work executed from any outside agency at contractor cost and risk if work is not completed within the stipulated period without any valid reasons.
 35. The stipulated completion period has been given in good faith. However the contractor has to complete the work in minimum possible time by providing parallel gangs as per site requirements on the direction of Engineer In charge at site, otherwise poor performance may be recorded.
 36. The successful tenderer shall have to execute an agreement on a non-judicial stamp paper of Rs.140/- within 7 days of the receipt of the work order, failing which it shall be presumed that purchase/work order along with the its terms & conditions is acceptable to him and shall be binding upon him. The draft language for contract agreement shall be as per Annexure-C.

Sd

**Xen/TS Division,
HVPNL, Hisar**

Annexure –B**ADDITIONAL TERMS & CONDITIONS.**

(These additional term and condition should be read and construed along with general condition of the contract of annexed form A. In case of any conflict of general condition in the annexed A the provision in the additional condition shall prevail)

1. Only registered labour & Construction Co-Op. Societies or turnkey contractors / Electrical Contractors having experience of similar nature of work and knowledge of erection of S/Stn./lines up to 220/132/66 KV.
2. Taxes not claimed shall not be paid. However shall be deducted as per statutory required.
3. In case of opening day is holiday/closed day, opening date may be treated as the next working day or can be postponed by the officer opening authority.
4. Conditional tender shall not be accepted and liable for rejection of his tender and forfeiture of earnest money.
5. The accepting office reserve the right to reject any or all the tenders without assigning any reason whatsoever.
6. The contractor will be required to submit the schedule of requirement in advance. However, in the event of non-availability of materials in time, the contractor shall plan the employment of labour accordingly, for which no claim will be considered and decision of accepting office in this regard will be final and legally binding in case of any dispute on this account.
7. Rates should be quoted keeping in view the site conditions of work. The offer shall remain valid and open up- to –Three months from the date of opening of tender. It may be noted clearly that the validity period is un-negotiable and deviation from the same can put the tender liable for rejection. No fluctuation in market rates from the date of tender shall be considered valid and neither any claim on this account will be entertained.
8. **Water supply and electricity required to complete the work shall not be provided by HVPNL.**
9. **In case, the work is delayed due to non-availability of any material, the contractor may only be entitled to an extension of time and no financial claim on this account will be entertained. No claim of any kind what so ever shall be entertained for any and all losses of damaged to the contractor due to the completion of work getting delayed due to failure or delay on the part of the HVPNL under the terms and conditions of the contractor.**
10. Extra items, if any which are not included in the contract will be paid at the rates contained in HVPNL erection Schedule of Rate 2004 Plus /Minus the tendered premium/abatement, where the rates for non-agreement items does not exist in the said schedule of rates, the same shall be determined by analysis and Executive Engineer (Engineer-in-charge) will sanction the rates provided the total amount of all such items under one contract is with –in his competency to accord sanction. When the

total amount of all such items under one contract exceed his competency to accord sanction. When the total amount of all such items including those already sanctioned by the Executive Engineer is within his power to accord technical sanction otherwise the matter will be referred to the Chief Engineer who has full powers to sanction such rates. However overall variation in cost shall not vary 30% of contract cost on either side.

11. The Nigam reserve the option to make away any items of the work or part there of any time during the currency of the contract and reallocate to another agency with due notice to the contractor without liability or compensation.
12. The Nigam reserve the right to delete any items from the contract as well as from the comparative statement while comparing the rates with the estimate as well as with other tenders for which the department feel that the rates have been tendered on the higher side.
13. The rates quoted for each item should be indicated in figures as well as in words in such a way that interpolation is not possible. The tenderer shall initial all correction/insertions and sign all pages of his tender including specification and drawings. Noncompliance of this condition may tender it liable rejection.
14. The tenders should be complete in all respect and should be written in an unambiguous language. The tenders should also be in conformity with the specification. The clarifications/additions/alteration etc. given after the date and time of the opening of the tenders by the tenderer will not be entertained.
15. On acceptance of tender, the name of authorized representative(s) of the tenders, who would be responsible for taking instructions from the Engineer-in-charge and making compliance, shall be communicated in writing with his signatures duly attested by the tenderer.
16. It is presumed that tender has made himself thoroughly conversant with drawings, specification and site conditions before tendering for the work and no claim whatsoever shall be entertained on this account.
17. All work executed shall be paid according to measurements taken by and under the order of the officer in charge of the work and not according to the quantity given in any estimate.
18. Failure of the department representative to disapprove work shall not prejudice the power of the Engineer-in-charge thereafter to disapprove such work or material and to order for the pulling down, removal or breaking up the work. If the contractor is dissatisfied by reason on any decision of the departments representatives he shall be entitled to refer the matter to the Engineer –in-charge, who shall there upon confirm or reverse such decision.
19. In case of any discrepancies between description of work and figures quoted by tenderer the description of a work and figures quoted by tenderer the description in works shall prevail.
20. **The rates given here in for work complete in all respects inclusive of royalty octroi, terminal sales and other taxes (including those payable in respect of the materials supplied by the HVPNL excluding GST (which shall be paid extra as applicable) to the contractor for the execution cover covered by this contract), other things used for the execution of the contract. However, the GST as per applicable rates will be borne by Nigam. The GST shall be deposited by the contractor and same will be reimbursed on the production of deposit Challan for every running bill.**

21. No claim on account of fluctuation of price due to war of any cause shall be entertained, no claim for any labour having been rendered idle on account of stoppage work or any other reason shall be entertained subject to the provision of clause.
22. If the contractor failed to commence the work within one month of stipulated date of commencement due to any his earnest money will be forfeited and no claim whatsoever will entertained besides imposing other condition of risk purchase covered under tender enquiry.
23. Temporary Work: All work of temporary nature in the working area wherever required shall be the responsibility of the Contractor and all costs toward the same shall be deemed to have been included in the quoted rates.
24. Physical Obstructions and conditions. If during the execution of the works on site the contractor encounters physical obstructions or conditions, which could not reasonably have been foreseen by the contractor/employer, the employer shall certify, and those shall be added to the contractor price and the additional cost of complying with any instruction which the employer, after due consultation with the contractor issues to the contractor in connection therewith.
25. **The contractor must hold the PAN No. , GST No., issued by concerned Department of Govt. of India, labour license from Labour Department, License from Chief Electrical Inspector upto EHV level, Registration No of ESI & EPF Department (if applicable).**
26. **A class License from CEI Haryana for executing EHV work or the successful bidder will ensure that work will be supervised by a person having A class Electrical License, an Undertaking from such a person is to be attached. In addition to that successful bidder is required to submit an undertaking on Non – Judicial stamp paper that the supervisor of A Class Electrical License holder from CEI Haryana will supervise the work of his firm only.**

Signature and Seal of Contractor

In token of acceptance of term and condition

ANNEXURE-C

FORM OF AGREEMENT

(Referred to the Clause 34 in annexed A)

This agreement made on the _____ day of 2016 between _____ (hereinafter referred to as the contractor) of one part and the HVPNL. (Hereinafter called the Owner of the other part).

Whereas the owner is about to

Creation of 1No.33 KV Bay at132 KV S/Stn.Teliwara for independent feeding of 33 KV S/Stn.Babanpur.

(hereinafter called the works) and for the purpose required the Power transformers mentioned and specified certain general conditions, specification, and schedule of prices in the purpose of identifications has been signed by _____ on behalf of the contractor and the Engineer of the owner on behalf of the owner which are deemed to form part of the contract though separately set out herein and are included in the expression of contract whenever herein use.

And whereas the owner has accepted the tender of the contractor for

Creation of 1No.33 KV Bay at132 KV S/Stn.Teliwara for independent feeding of 33 KV S/Stn.Babanpur.

Upon the terms and subject to the conditions hereinafter mentioned.

Now these present witness and the parties hereto hereby agree and declare as follows that is to say in consideration of the payments to be made to the contractor by the HVPNL. (As hereinafter mentioned as owner) shall and duly inform the said work on the terms and conditions mentioned in the contract.

And in consideration of the provision of the said works by the contractor and due performance of this contract the owner does hereby for himself, his successor or assigns contract with the contractor that the (the owner) his successors or an assignee will pay to the contractor the said sum of or such other sums as may become payable to the contractor under the provisions of his contract such payments to be made at such time and in such manner as is provided by his contract.

In witness there of the parties hereto have signed this deed hereunder on the dates of respectively mentioned against the signature of each.

SIGNED

For and on behalf of the Owner

By in the presence of

Date:

SIGNED CONTRACTOR

In the presence of

Date:

GENERAL INFORMATION OF TENDERER (To be furnished on letter head)

- 1. Name of contractor:-**
 - 2. Address:-**
 - 3. Contact no.:-**
 - 4. Detail of Representative of the contractor i.e. Name, address along with contact no. if any:-**
 - 5. *PAN No.:-**
 - 6. *GST registration certificate:-**
 - 7. *ESI registration certificate:-**
 - 8. *EPF registration certificate:-**
 - 9. *Electrical license no.:-**
 - 10. *Labour license no.:-**
 - 11. No. of skilled & unskilled labour which the contractor be proposed to employ on the work:-**
 - 12. Experience certificate as per the NIET must be attached.**
 - 13. Signature of contractor with rubber stamp:-**
- The tenderer must attach to the scanned copy of GST Registration Certificates from the Concerned Deptt. Issued by the GST Deptt. Of Govt. of India. The tenderer also attach the scanned copy of PAN No. issued by I.T. Deptt.
 - Tenderer must hold the valid electric license issued by Chief electrical inspector. A scanned copy should be attached with the Tender. Failing which the offer shall be ignored.
 - The tenderer must attach to the scanned copy of EPF Registration Certificates from the EPF Deptt.
 - It should be undertaken by the tenderer that his firm is never blacklisted by any Govt/Public sector undertaking anywhere in India.

In case scanned copy of all the above mentioned documents not attached by the tenderer along with offer, statutory taxes and levies will be deducted from the contractor bill as per norms and applicable at the time of submitting the bill for the work.

Signature and Seal of Contractor

Price Bid

Name of Project: - Creation of 1No.33 KV Bay at132 KV S/Stn.Teliwara for independent feeding of 33 KV S/Stn.Babanpur.

ENIT No. **18/2020-21/XEN/TS Div. HVPNL, Hisar** **Dated: 01.06.2020**

Earnest Money: - Rs.3300.00/- (Three thousands two hundreds fifty only)

Cost of tender document (Rs. 1000+GST) +e-service fees (Rs. 1000+GST)

Completion Period: - 60 days from the next day of issue last material provided by HVPNL and & as per availability of shut down.

The description work in the rate quoted by contractor:-

Sr. No.	Name of Work	Work Type	Estimated cost in Rs.	Rate to be quoted in percentage (+) for above and (-) for below	Total F=D+(DXE/140)
A	B	C	D	E	F
1	Creation of 1No.33 KV Bay at132 KV S/Stn.Teliwara for independent feeding of 33 KV S/Stn.Babanpur	HVPN LABOUR SCHEDULE	Rs.160447-08		

Note : GST should be paid extra as applicable

Note:-

1. Any statutory taxes / duties claimed must be indicated separately.
2. The erection rate of the items not specified above, but required for completion of the above job must be indicated separately. If any item which is not included in the broad scope of the price bid and is essentially required to complete the commissioning of the transformer/allied equipment, the bidder should quote the rates extra accordingly. If the rates not quoted extra by the bidder then same shall be deemed to be included in the price quoted.
3. The T&P required for erection shall be arranged by the contractor.
4. Water supply and electricity shall be arranged by the contractor on its own cost.
5. It should be specifically noted that the payment will be made for the quantity actually erected as per the site conditions. If any activity mentioned in the price bid for erection of the equipment has not been carried out the payment will be deducted proportionally as per HVPNL labour schedule from the work order price of that equipment.
6. The quantity specified can be increased/decreased or totally dropped before/after placement of order.
7. The price quoted for erection of equipment's/structures should be consistent with the erection activities of that particular equipment's/structures. In the case of any inconsistency in the price quoted, the owner shall be entitled to consider the lowest prices for the purpose of evaluation and award of contract. All arithmetical errors will be rectified on the basis of the unit price or total price (in figures or in words) whichever is more beneficial to the owner.
8. The bids shall be compared on the basis of total prices for the entire scope as given in Price bid.
9. The evaluated bid prices of all the bidders shall be compared among themselves and as a result of this comparison, the lowest bid emerging after negotiations as per Policy in vogue will be selected for award of the contract.
10. The discount arising out of negotiation will be proportionally adjusted on all the items indicated in the price schedule.

Signature of tenderer
complete address

Technical Checklist

Sr. No.	Description	Bidder Response	Scanned signed copy of Document attached
1.	Instructions to Bidders on e-tendering system	Agree/ Not Agree	Yes/ No
2.	Technical Specification	Agree/ Not Agree	Yes/ No
3.	Terms & conditions Annexure A	Agree/ Not Agree	Yes/ No
4.	Additional terms and conditions Annexure B	Agree/ Not Agree	Yes/ No
5.	General information of tenderer	Agree/ Not Agree	Yes/ No
6.	Pan No.	Agree/ Not Agree	Yes/ No
7.	Electrical license from Chief Electrical Inspector	Agree/ Not Agree	Yes/ No
8.	Company Letter Pad	Agree/ Not Agree	Yes/ No
9.	Cancel Cheque	Agree/ Not Agree	Yes/ No
10.	A Class License from CEI Haryana for executing EHV work or the successful bidder will ensure that work will be supervised a person having 'A' class electrical license, an undertaking from such a person is to be attached with tender. In addition to that successful bidder is required to submit an undertaking on Non – Judicial stamp paper that the supervisor of A Class Electrical License holder from CEI Haryana will supervise the work of his firm only.	Agree/ Not Agree	Yes/ No
11.	GST no.	Agree/ Not Agree	Yes/ No
12.	EPF/ESI reg. Certificate if Applicable	Agree/ Not Agree	Yes/ No

13.	Experience Certificate	Agree/ Not Agree	Yes/ No
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