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.org.in

HPGCL

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

TENDER DOCUMENT

FOR

CLEANING & REMOVAL OF GARBAGE / ASH ETC. FROM BOILER AREA, 250 MW, UNIT-7&8, PTPS, HPGCL, PANIPAT (HARYANA)

e-NIT No. : **10/PTP/BMD-V/U-7/F-515 Vol-II Dated 26.08.2026**

HEWP's Tender Reference No. : **202610143592AA2C4C529BD737EBD80A83B0713PGC**

HEWP's Unique File No./D NIT: **176074/0826202612-36-09**

Office of:
Executive Engineer/BMD-V
Unit-7, PTPS, HPGCL, Panipat
Mobile No-:
9355869143,
9355869210
E-mail Id:xenbmd7.ptps@hpgcl.org.in

CHIEF ENGINEER / PTPS
PANIPAT THERMAL POWER STATION,
HPGCL, PANIPAT

Panipat Thermal Power Station, Panipat

Village Assan Kalan, Assandh Road, Panipat-132105 (Haryana)
(a unit of Haryana Power Generation Corporation Limited)
(Regd. Head Office: C-7, Urja Bhawan, Sector-6, Panchkula)
Corporate Identity Number: U45207HR1997SGC033517
Website: www.hpgcl.org.in Email: xenbmd7.ptps@hpgcl.org.in
Telephone No. 9355869143

AN ISO: 9001, ISO: 14001 AND OHSAS-18001 CERTIFIED COMPANY

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HPGCL
AN ISO: 9001, ISO: 14001 AND OHSAS-18001 CERTIFIED COMPANY

Panipat Thermal Power Station, Panipat

Village Assan Kalan, Assandh Road, Panipat-132105 (Haryana)
(a unit of Haryana Power Generation Corporation Limited)
(Regd. Head Office: C-7, Urja Bhawan, Sector-6, Panchkula)
Corporate Identity Number: U45207HR1997SGC033517
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Telephone No. 9355869143

Online e-Tender Press Notice

e-NIT No. / Tender Ref. No.	10/PTP/BMD-7/F-515 VoL-II, Dated 26.08.2026 **HEWP's Tender Reference No.:** **HEWP's Unique File No. /DNIT :**
Tender Description of Item**Name of Work**	Cleaning & Removal of Garbage / Ash etc. from Boiler Area, 250 MW, Unit-7&8, PTPS, HPGCL, Panipat (Haryana).
Completion period	24 months extendable by next three months
Estimated Cost for 27months (Including extension period of 3 month with GST)	Rs. 30,82499/-inclusive of GST @18%
Start date and time of tender uploading	26.08.2026 at 17.00 Hrs.
Last date for submission of online tender	25.09.2026 at 15:00 Hrs.
Due date & time of opening of technical bid (Part-I)	30.09.2026 at 13:00 Hrs.
Tender document Fee (Non-refundable)	Rs. 1,180/-
E-service Fees (Non – refundable)	Rs. 1,180/-
Earnest Money (Refundable)	Rs. 61,650/-
Contact Information	Executive Engineer/BMD-V, Unit-7, PTPS, HPGCL,Panipat-132105 (Haryana) Mobile No: 9355869143,9355869210 Email: xenbmd7.ptps@hpgcl.org.in,

1. The bidders who do not have contractor ID on HEWP cannot participate in tendering process. Bidders who have contractor ID but have not registered on HEWP can participate in tendering process by paying the earnest money through online payment on the portal.
2. Bidders who have contractor ID and are registered on HEWP portal i.e. ***https://works.haryana.gov.in* &**also have deposited one time deposit then they are not required to deposit any earnest money and are eligible for participation in the tender by annexing bid specific Earnest Money Declaration Form as per **Annexure-XIX** of the bidding document.
3. Interested bidders are encouraged to get themselves registered as contractor on the portal ***https://works.haryana.gov.in.***
4. Interested bidders must have contractor ID on ***https://works.haryana.gov.in.***

Cost of tender document fee: **Rs. 1,180**/- inclusive of GST (*non-refundable*) (to be submitted online).

Executive Engineer/BMD-V, Unit-7,
For Chief Engineer, PTPS, HPGCL, Panipat

Annexure-I

PRE-QUALIFYING REQUIREMENTS (PQRS) / ELIGIBILITY CONDITIONS FOR THE TENDERERS

A) Bidders must have minimum one year (1yr.) experience of cleaning work in areas of Boiler/Turbine/Switchyard/Coal Handling Plant in any Thermal Power Station of HPGCL/NTPC/PSUs/Private Thermal Power Plant.

B) Experience of Execution of Work order: -

Bidders must have successfully executed the Work Order(s)of cleaning work in areas of Boiler / Turbine / Switchyard / Coal Handling Plant in any Thermal Power Station of HPGCL / NTPC / PSUs / Private Thermal Power Plant during last seven Years (7) ending last day of the month previous to the month in which applications are invited having minimum order value as Under: -

- i) Single order of the value not less than **Rs. 10,63,781/- or**
- ii) Two orders of the value not less than **Rs. 6,64,863/- or**
- iii) Three orders of the value not less than **Rs. 5,31,890/-each**

Note:

1) If bidder has a Work Order for a period of more than one year, the period and proportionate value of the order which have been completed prior to the month in which applications are invited (duly supported by successful competition/ execution certificate for such period/ value) shall be taken into consideration for assessing the eligibility criteria.

C) Turnover:

Bidders must have average annual turnover in last 03 consecutive financial years ender prior to the financial year in which the applications are invited shall not be less than **Rs.13,29,727/-.**

1. Average Annual Turnover is sum of the Annual Turnover of preceding 03 years / 03 (As per Audited accounts).
2. Other income shall not be considered for arriving at annual turnover.
3. In case where audited results for the last preceding financial year are not available for determining the average annual turnover, certification of financial statements from a practicing-chartered accountant shall be considered acceptable.
4. In case the annual turnover of the firm is above one crore, then the copy of on-line balance sheet submitted to Income tax Department will be required for that particular year.

Note:

- i) The tender documents of only those bidders shall be considered who fulfill the eligibility criteria and submit documentary evidences in support of the same along with copy of performance certificate / repeat order from the same organization if any.
- ii) Decision of the HPGCL regarding fulfillment of pre-qualification requirement shall be final and binding upon the bidders.
- iii) A certificate to the effect may be submitted by the bidder that the tenderer is not black listed from any Public Sector undertakings of Central Govt. / State Govt. / SEBs / Corporations / any other reputed Thermal / Hydel Plant etc.

Executive Engineer/BMD-V, Unit-7,
For Chief Engineer, PTPS, HPGCL, Panipat

Annexure-II

Online submission of bids through e-tendering system and General Instructions to Bidders

1. **Download of Tender Documents:**
   The tender documents can be downloaded from the web portal of e-tendering https://etenders.hry.nic.in or HPGCL's web site www.hpgcl.org.in.
2. **Pre-requisites for online bidding:**
   In order to bid online on the portal http://etenders.hry.nic.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.
3. **Online Viewing of Detailed Notice Inviting Tenders:**
   The bidders can view the detailed e-NIT and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at http://etenders.hry.nic.in.
4. **Submission of tender:**
   The tender shall only be submitted on the centralized e-Procurement Portal i.e. https://etenders.hry.nic.in. No any other form of tender shall be entertained.
5. **Bid preparation (Technical & Financial) Online Payment of Tender Documents Fees, e-service fee, EMD fees of online Bids:**
   i) The Bidders shall have to pay for the Tender documents, EMD Fees & e-Service Fee online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between contractors and online payment authorization networks. The Payment for Tender Document Fee and e-Service Fee can be made by eligible bidders / contractors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT over the counter. For online payment guidelines home page of the e-tendering portal http://etenders.hry.nic.in may be referred.
   ii) The Executing Engineer in-charge inviting the bids or its authorized representative will open the bids online on the due date in the presence of the bidders or their representatives who choose to attend at time, date and the place already specifiedi.e.in the office of **Executive Engineer / BMD-V, Unit-7, PTPS, HPGCL, Panipat.**
   iii) The amount, form and validity of the cost of bidding document and Earnest Money furnished with each bid will be announced. If the cost of bidding documents and Earnest Money furnished does not confirm to the amount and validity period as specified in the invitation for Bids, and has not been furnished in the form specified above, the remaining technical bids will not be opened and will be disqualified for opening of their financial bids. Similarly for registered bidders, bid not accompanied by the HEWP's Earnest Money declaration form, shall be rejected and technical bid will not be opened.
   iv) The bidders who does not have contractor ID on HEWP cannot participate in tendering process. Bidders who have contractor ID but have not registered on HEWP can participate in tendering process by paying the earnest money through online payment on the portal.
   v) Bidders who have contractor ID and are registered on HEWP portal i.e. http sin & also have deposited one time deposit then they are not required to deposit any earnest money and are eligible for participation in the tender by annexing bid specific Earnest Money Declaration Form as per **Annexure-XVI** of the bidding document.
   vi) In case where tenders are received in two parts, the bidders shall upload their technical offer containing documents, qualifying criteria, technical specification, schedule of deliveries, and all other terms and conditions in the part-I (Technical enveloped) except the rates to be quoted i.e.(price bid).
   The price bid shall be submitted in separate part-II format supplied by HPGCL authority online.
   The committee members shall open only the part-I on schedule date of opening of technical bid.
   As per system settings part-II cannot be opened on that date. 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.

vii) The tenders will be opened on the due date by Tender Opening Committee comprising of Executive Engineer, AE/AEE and a representative of Finance/Account department not below the rank of Section officer / Divisional Accountant in the office of Executive Engineer / BMD-V, Unit-7, PTPS, 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 thereto on the extended tender opening date and time. Tenderer's authorized representatives (up to two persons) may attend the opening. The tender documents shall be downloaded & print outs taken. The committee members shall put their dated initials on all the pages of the tender document downloaded and also encircle the rates quoted under their dated initials. Any alteration or cuttings in the rates and / or any important terms & conditions, noticed at the time of opening of tenders, shall be specifically recorded by indicating the finally quoted rate in figure as well as in words.
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.

6. **Key Dates:**

The tenderers can submit their tender documents (Online) as per the dates mentioned in the following format.

Sr. No.	Department Stage	Tenderer's Stage	Start date and time	End / Expiry date and time
1	Tender Authorization & Publishing	Downloading of Tender Documents & Bid Preparation / Submission	26.08.2026	25.09.2026
2	Technical Bid (Part-I) Opening	--------	30.09.2026	---
3	Short listing / Qualifying of Technical bids & Opening of Price Bid (Part-II)	--------	Will be intimated to the firms on their e-mail	

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

If bidders fails to complete the Online Bid Submission stage on the stipulated date and time, his/hers bid will be considered as bid not submitted and hence not appear during tender opening stage.

7. If the tenders are cancelled or recalled on any grounds, the tender document fees & e-service fee will not be refunded to the agency. However, EMD shall be refunded.
8. Unless exempted specifically, tenders not accompanied with the prescribed EMD / Cost of tender shall be rejected. EMD / Cost of Tender shall be in the prescribed mode of payment as asked in the e-NIT otherwise the tender shall be liable to be rejected.
9. The bidders shall ensure that that payment shall be made at least 2 days prior to last date of submission of the bid.
10. The bidder can revise his price bid any number of times but only before last date of submission of bid. All previous quotes are deleted & only the latest price quoted is visible to the tender issuing / opening authority on date of opening of price bid.
    Suo-moto revised price bid/supplementary Part-ll will not be accepted after the last date of submission of the tender. However, in case revised price bid is submitted by the bidder Suo-moto but prior to the due date of submission of the tender, then the revised price bid only, shall be opened and considered by the concerned authority.
11. The validity of the tender / offer shall be for 120 days from the date of opening of the price bid.
12. The rate negotiations could be held up to L_3 bidder, if the difference between the L_1 quoted rates and those quoted by L_2 and L_3 is within 5% of the L_1 quoted rates. In case where the L_1 bidder refuses to further reduce his offered price and the L_2 or L_3 bidders come forward to offer a price which is better than the price offered by L_1 bidder, the bidder whose price is accepted becomes L_1 bidder. However,

in such a situation, the original L_1 bidder shall be given one more opportunity to match the discounted price. In case of acceptance, he would be treated as L_1 bidder.

The merit order of L_1, L_2, L_3 bidder will be decided with overall/total value quoted by the respective bidders.

The work as a whole will be allotted in a single part to the bidder who is overall lowest in the respective bidders or the whole work against this tender shall be awarded to a single firm whose overall quoted /equated rates are lowest for the complete package.

13. Rates shall be quoted by the tenderer through online strictly as per format of price bid supplied online. No deviation in terms shall be allowed.
14. The bidders/contractors shall observe the highest standards of ethics during the submission of tender and execution of 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 including bank charges, if any, associated with the preparation and submission of his bid and the bidder will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
16. HPGCL reserves the right to cancel the NIT or to change qualifying requirement or to reject any or all the tenders so received without assigning any reason.
17. **Preliminary Information for bidders:** These conditions will over rule the conditions stated in the tender documents, wherever relevant and applicable.
    - **a) Registration of bidders on e-Procurement Portal:** All the bidders intending to participate in the tenders processed online are required to get registered on the centralized e-Procurement Portal i.e.**https://etenders.hry.nic.in and https://works.haryana.gov.in**. Please visit these websites for the more details.
    - **b) Obtaining a Digital Certificate:**
        - i) The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India. Certifying Authority (CA) means a person who has been granted a license to issue a digital signature certificate under Section 24 of the Indian IT-Act 2000.
        - ii) A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more detail please visit the website athttps://etenders.hry.nic.in and click on the available link "Information about DSC".
        - iii) The bidders may obtain Class-II or Class-III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authoritiesneeds to be obtained for e-filing on the e-Tendering Portal.
        - iv) 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).
        - v) 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 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.

vi) 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.

vii) 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.

viii) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal https://etenders.hry.nic.in.

ix) 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.

x) For any help manual please refer to the 'Home Page' of the e-Procurementwebsite at https://etenders.hry.nic.in, and click on the available link "Help for Contractors and Bidder Manual Kit" to see Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Procurement Portal.

xi) 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 the same from tender issuing office in writing before the due date of submission of the bid.

18. **Tender Closing:** After the submission of bid by the bidders, the bidding round will be closed. Once the online tender is closed, no new Vendor can bid in the tender.

Note:

a) If bidder fails to complete the Online Bid Submission stage on the stipulated date and time, his/hers bid will be considered as bid not submitted, and hence bid will not appear during tender opening stage.

b) From the starting date of tender downloading to final date of submission of bid, the bidder can rework on his bid number of times he wants. If bidder submits the revised bid including price bid, original bid will automatically deleted and this revised bid will become original bid. No revised bid will be submitted after Part-I (Technical Bid) is opened.

c) Completebidwillonlybesubmittedafterrealizationoftenderdocument'sfeeandEMD.

d) Bidders participating in online tenders hall check the validity of his/her Digital Signature Certificate

Beforeparticipatingintheonline tendersattheportalhttp://https://etenders.hry.nic.in.

e) 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 'How to….. ?' To download the file.

19 **Disqualification of the Bidder:-**

i) Even though the bidders meet the prescribed 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) Not with standing anything stated above, HPGCL reserves the right to assess the tenderer's capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of HPGCL. The decision of HPGCL, in this regard, will be final.

20 All other relevantinformation can be taken from the office of Executive Engineer / BMD-V, Unit-7, HPGCL, PTPS, Panipat xenbmd7.ptps@hpgcl.org.in) on any working day prior to last date of submission of tenders.

21 Selection preference of the tendered work may be allowed as per policy of the State Government to the Industrial Units located in Haryana on the lowest valid rates if tenderer so claim with requisite

documentary evidence.

22 Before tendering, 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 aspects, scope of work etc., he shall at once contact the authority inviting the tender for clarifications before submission of tender. No arguments on this account whatsoever shall be entertained after the last date & time of submission of tenders.

23 **Inspection of site of work**- Before tendering, the tenderer is advised to inspect the site of work & the environment and make acquaint with actual work and other prevalent conditions, facilities available, position of material and labour. No claim on this account, whatsoever, shall be entertained afterwards.

24 Tenders through Fax/e-mail/telegraphic tenders shall not be considered. Incomplete, obscure or irregular tender is liable for rejection.

25 No deviation shall be allowed. However, in case of deviation of taxes etc., the same be loaded for comparison purpose.

26 The Bidders shall supply partnership deed in case of partnership firm / Memorandum of association and Article of Association in case of a company.

27 The contractor should be registered under Contract Labour (Regulation & Abolition) Act, 1970 and possesses a valid labour license from Labour Department of Haryana for deploying the workers on the work or the bidder has to give an undertaking that he will obtain the same within 15 days of issuance of work order, if required.

28 The firm should fill statement of bidders as per Annexure-IX and submit authentic supporting documents for proving its credential.

29 Firm has to supply the copies of above said qualifying documents duly attested in support of qualifying documents.

30 Originals of any/all documents submitted by bidders while tendering, may be asked for verification at the time of finalizing the tender or anytime thereafter.

31 The details of NIT along with Tender Documents can be seen and downloaded from the portal **https://etenders.hry.nic.in** as well as HPGCL **website www.hpgcl.org.in**.

32 The offer/Tender should be typed or written in ink. Offer/Tender written in pencil shall be ignored. No alterations, omissions, erasers or whitening, additions or rewriting shall be permitted. Changes if any shall be affected only by cancelation of original writing by striking and rewriting it alongside duly initialed by the person signing the bid. In case there is a discrepancy between the amounts in figures and in words, the amount in words will govern. 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.

33 The application for bidding along with the terms & conditions of the contract and its annexure should be submitted in duplicate duly filled up completely and signed on each page by the tenderer. Work offered should be strictly according to the specifications laid down in the annexure-V to the special terms & conditions of the NIT. Unless a deviation from the specifications given in annexure-V is pointed out by the tenderer specifically, it will be presumed that offer/tender conforms to the specifications as laid down in annexure-V.

34 The bidder should be having valid EPF Account Number, ESI Registration Number and GST Registration Number, Permanent Account Number, Registered with Labour Commissioner and ESI authority.

35 Tenders should be comprising of two parts i.e. Part-I (Technical Bid) & Part-II (Price Bid) addressed to Executive Engineer/BMD-V, Unit-7, PTPS Panipat.

a) **Part–Ii.e.Technical bid Document (named as Technical Envelop)**:

i) It shall comprise of qualifying documents, General Conditions of contract, Technical Particulars & Credentials in support of qualifying criteria, detail of Tender documents fee, Earnest money deposited & e-Service Fee online deposited and deviations if any, will be opened on due date & time.

ii) The file containing the PART-I of the bid will be opened first.

- **iii)** The bids shall be evaluated by tender scrutinizing/evaluation committee which will generated online on the portal.
- **iv)** As per system/portal online settings, the PART-ll i.e. price bid cannot be opened on that date. 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.
- **v)** The Executing Engineer In-Charge shall hoist the result of technical evaluation of the bids along with the reasons for rejection of PART-I of the bid (Technical bid) on the website. The due date and time for opening of Price Bid (PART-II) shall be informed later on.
- **vi)** The tender documents shall be downloaded &its print outs may be taken accordingly. The tender opening committee members shall put their dated initials on all the pages and also encircle the rates quoted under their dated initials. Any alteration or cuttings in the rates and / or any important terms& conditions, noticed at the time of opening of tenders, shall be specifically recorded by indicating the finally quoted rate in figure as well as in words.
- **vii)** The technical bid will be evaluated on the basis of the documents submitted online by the bidders. Clarification can also be sought up to the extent of clearing any doubt for the documents

  already submitted online by the bidders. Immediately, on receipt of these clarifications, the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration.

a) Part –IIi.e.Rate Quoting Sheet/Price Bid/Bill of Quantities (BOQ):

- i) It shall comprise of price bid only and will be opened at a subsequent date to be fixed by the competent authority only of those bidders who qualifies the e-NIT requirements after checking the qualifying criteria & technical discussion on Tender Part-I.
- ii) The basic unit rate excluding GST against each item/activity is required to be quoted only for 1st year & then 2nd year respectively by the firm in the online commercial envelop i.e. price bid. The rates of GST/GST amount and total amount including GST (as per present ratei.e. 18%) will be calculated automatically by the system.
- iii) The bidder’s names, the Bid prices, the total amount of each bid and such other details as the Executing Engineer In-Charge may consider appropriate will be notified at the time of bid opening.
- iv) The bidder can revise his price bid any number of times but only before last date of submission of bid. All previous quotes are deleted & only the latest price quoted will be visible to the tender issuing / opening authority on date of opening of price bid. Suo-moto revised price bid/supplementary PART-ll will not be accepted after the last date of submission of the tender. However in case revised price bid is submitted by the bidder suo-moto but prior to the due date of submission of the tender, then the revised price bid only, shall be considered and opened by the concerned authority.

36 **Opening of Tender:**

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

37 In case due dates of opening of tender happens to be holiday in PTPS/HPGCL, the needful will be done on next working day.

38 Any other statutory taxes/levies, if to be charged extra, should be clearly indicated by tenderers in their offer separately and to be attached, failing which it will be presumed that their quoted price are inclusive of all such statutory taxes / levies.

39 Contractor authority shall put dated initials on each page of the work order including the above terms and conditions printed on both side of the paper.

40 **Eligibility of the black listed firms to participate in NIT:** The firms who have been blacklisted by HPGCL or any other Centre or State Power Utility/Board or Corporation or any other Thermal/Hydro Electricity project shall not be eligible to bid against the NIT of HPGCL, However;

(i) In case the blacklisting of the firm is for a specific plant and not for the organization as a whole then such blacklisting will not tantamount to ineligibility of the bidder.

(ii) Blacklisting of the firm by any unit of the HPGCL shall be considered as ineligibility of the firm at any other project of HPGCL.

(iii) In case any firm was blacklisted for a limited period in past by any organization and presently such blacklisting has removed by such organization then it will not tantamount to ineligibility of the bidder.

(iv) Firm has to certify itself for its eligibility with supporting documents to participate in the NIT stating that it has not been blacklisted by any organization presently, however in case at a later stage such certification found wrong then it will lead to misrepresentation of the facts and the firm shall be treated as blacklisted on this ground and action shall be taken as per HPGCL regulation 36 and 37."

(v) A certificate to the effect may be submitted by the bidder that the tenderer is not black listed from any Public Sector undertakings of Central Govt./State Govt./SEBs/Corporations/ any other reputed Thermal/Hydel Plant etc.

Executive Engineer/BMD-V, Unit-7,
For Chief Engineer, PTPS, HPGCL, Panipat

Annexure-III

Information Regarding Online Payment of e-Tender Document Fees, e-Service Fees & EMD Fees

1. The Bidders shall have to pay for the Tender documents, EMD Fees & e-Service Fee online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between contractors and online payment authorization networks. The Payment for Tender Document Fee and e-Service Fee can be made by eligible bidders / contractors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT. Payment by any other mode would not be accepted. For online payments, home page of the e-tendering portal http://etenders.hry.nic.in may be referred
2. It is advised that the bidder make the payment for EMD via RTGS / NEFT to the beneficiary account number as mentioned in the challan at least T+2 day (Transaction + Two day) two day in advance to the last day for validation on account / transaction period.

Note:1. If the tenders are cancelled or recalled on any grounds, the tender document fees & e-service fee will not be refunded to the agency.

2.Unless exempted specifically, tenders not accompanied with the prescribed EMD/Cost of Tender shall be reject. EMD/Cost of tender shall be in the prescribed mode of payment as asked in the NIT, otherwise ,the tenders shall be liable to be reject

The following are exempted from depositing the earnest money:-

i) Public Sector Undertakings of the Central / Haryana State Government.

ii) Firms borne on D.G.S. & D/DS&D Haryana rate contracts. The exemption shall be for the specified items which are available on D.G.S. & D/DS&D rate contracts.

iii) Firms registered with the Director of Industries, Haryana or registered with National Small scale Industries Corporation (NSIC), Govt. of India. The exemption shall be for the specified items which are available on Director of Industries, Haryana/National Small industries Corporation rate Contract.

iv) Firms borne on the HPGCL's approved list of suppliers which may have made a permanent earnest money deposit of Rs.10.00 (Ten) Lakhs at the respective Project/office of HPGCL, if they quote the Registration number given by the respective project/office of HPGCL in their tender papers.

v) Bidder who has contractor identity and are registered onHEWP & have deposited one time deposit are also eligible EMD exemption. However,bidder shall submit bid specification Earnest money declaration formgenerated from HEWP.

3. The Tenderers can submit their tender documents (Online) as per the dates mentioned in the key dates.
4. **Guideline for Online Payments in e-tendering**

   Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing). Bidder shall proceed to select the tender he is interested in. On the respective Department's page in the e-tendering portal, the Bidder would have following options to make payment for tender document & EMD:

   a) Debit Card
   b) Net Banking
   c) RTGS/NEFT
5. **Operative Procedures for Bidder Payments:**

   a) Debit Card: The procedure for paying through Debit Card will be as follows.

   (i) Bidder selects Debit Card option in e-Procurement portal.

   (ii) The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.

   (iii) Bidder clicks on "Continue" button

   (iv) The e-Procurement portal takes the bidder to Debit Card payment gateway screen.

   (v) Bidder enters card credentials and confirms payment

   (vi) The gateway verifies the credentials and confirms with "successful" or "failure" message, which is confirmed back to e-Procurement portal.

(vii) The page is automatically routed back to e-Procurement portal

(viii) The status of the payment is displayed as “successful” in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same,

(ix) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

b) Net banking: The procedure for paying through Net banking will be as follows.

(i) Bidder selects Net banking option in e-Procurement portal.

(ii) The e-Procurement portal displays the amount to be paid by bidder.

(iii) Bidder clicks on “Continue” button

(iv) The e-Procurement portal takes the bidder to Net banking payment gateway screen displaying list of Banks

(v) Bidder chooses his / her Bank

(vi) The Net banking gateway redirects Bidder to the Net banking page of the selected Bank

(vii) Bidder enters his account credentials and confirms payment

(viii) The Bank verifies the credentials and confirms with “successful” or “failure” message to the Netbanking gateway which is confirmed back to e-Procurement portal.

(ix) The page is automatically routed back to e-Procurement portal

(x) The status of the payment is displayed as “successful” in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same.

(xi) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

c) RTGS/ NEFT: The bidder shall have the option to make the EMD payment via RTGS/ NEFT. Using this module, bidder would be able to pay from their existing Bank account through RTGS/NEFT. This would offer a wide reach for more than 90,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.

(i) Bidder shall log into the client e-procurement portal using user id and password as per existing process and selects the RTGS/NEFT payment option.

(ii) Upon doing so, the e-procurement portal shall generate a pre-filled challan. The challan will have all the details that is required by the bidder to make RTGS-NEFT payment.

(iii) Each challan shall therefore include the following details that will be pre-populated:

a) Beneficiary account no: (unique alphanumeric code for e-tendering)

b) Beneficiary IFSC Code:

c) Amount:

d) Beneficiary bank branch:

e) Beneficiary name:

(iv) The Bidder shall be required to take a print of this challan and make the RTGS/NEFT on the basis of the details printed on the challan.

(v) It is advised that the bidder make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan at least T+2 day (Transaction + Two day) two day in advance to the last day for validation on account / transaction period.

(vi) In the event, bidders making the payment on the last day and same is not available for the bidders for validation on account of any reason whatsoever, Department, its banker or e-procurement service provider or payment gateway service provider would not be held responsible in any manner. In such cases, the bidders may not able to submit the tender.

(vii) Post making the payment, the bidder would login to the e-Tendering portal and go to the payment page. On clicking the RTGS / NEFT mode of payment, there would be a link for real time validation. On clicking the same, system would do auto validation of the payment made.

Executive Engineer/BMD-V, Unit-7,
For Chief Engineer, PTPS, HPGCL, Panipat

Annexure-IV

GENERAL TERMS AND CONDITIONS

1. **Contract Agreement:** The contractor shall execute a contract agreement with HPGCL on a Non-Judicial Stamp Paper of appropriate value within 7 days of receipt of work order.
2. **Rate/Contract Price:** Rate shall be quoted by the bidder, strictly as per rate quoting sheet and the agreed contract price shall remain firm during the currency of the contract. Any statutory taxes/levies, if to be charged extra, should be clearly indicated by tenderer in their offer separately, failing which it will be presumed that the quoted prices are inclusive of all such statutory taxes/levies.
3. **Earnest Money and Security Deposit**
   a) Every tenderer, while submitting his tender, shall deposit the earnest money specified in the **e-NIT No. 10 /PTP/BMD-7/F-515 Vol-II** by the way (methods) as specified in Annexure-III above (Information for payment regarding submission of EMD, e-service fee & tender document fee), without which the tender shall be rejected forthwith.
   b) The earnest money furnished by the successful tenderers on whom the work order is placed shall be converted into security deposits as a guarantee for faithful and satisfactory execution of the work order.
   c) The EMD of the unqualified bidders will be returned without any interest, as promptly as possible, within 30 days after declaration of qualification result and that of unsuccessful bidder within 15 days of the execution of the contract with the selected bidder.
   d) The security deposit shall be 10% of the contract value in all the cases. The deduction of the security deposit shall be regulated in a way that 10% amount of the monthly running bill shall be kept as security deposit. However, the EMD already deposited by the bidder shall be converted into the security deposit and the balance amount shall be deducted from the running bill.
   e) The security deposit of the contractor shall be retained by HPGCL for faithful execution of the contract.
   f) Security deposit shall be released only after completion of entire period of the contract, on the certificate of Engineer In-charge for successful completion of Guarantee/Warranty period and submission of requisite documents like last EPF/ESI return by the contractor.
   g) No interest shall be paid on EMD/Security Deposit for the period it remains deposited with HPGCL.

   The earnest money/security deposit shall be forfeited in part or in full under the following circumstances:

   i) If the tenderer withdraws his tender at any stage during the currency of validity period.
   ii) If the Work order 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 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 his obligations under the contract, it shall be lawful for the HPGCL to forfeit either in whole or in part, in its absolute discretion, the EMD/security deposit furnished by the contractor.
   vi) The forfeiture of EMD/security deposit shall be without prejudice to the right of HPGCL to recover any further amount or any liquidated and/or other damages as admissible under the law, under payments or over payments made to the contractor under this contract or any other contract as well as to take such administrative action against the contractor as blacklisting etc.
4. **Payment Terms:**100% payment, after deducting 10% security deposit and statutory deductions, of the monthly running bill shall be made after satisfactory completion of work done.
5. **Mode of Payment:** Payment shall be released by the Sr. Accounts Officer/Accounts Officer, PTPS, Panipat through RTGS/NEFT, in the account of the contractor which shall be used by the contractor for payment of wages to the workers in their saving account and other statutory obligations like

EPF/ESI/etc. and will intimate the complete bank details viz. Name of Bank/Branch, Account Number, Type of Account, IFSC Code etc., to Sr. Accounts Officer/Accounts Officer, PTPS, Panipat.

6. **Completion Period:**
   a) The work shall be started within 7 days of issue of LOI / Work Order, whichever is earlier unless otherwise directed by the issuer of tender. The work shall be carried out and completed on month-to-month basis, as per the requirement of the contract. The contract is likely to be started w.e.f. 22.10.2026.
   b) The quantum of any item of the scope of work may increase or decrease to any extent, as per the site requirement, subject to the limit that total contract value shall not exceed by 10% of the contract value. Payment shall not be made for the work not done. In case of increase of quantum of work, the completion period of the contract will not change and the contractor will have to complete the job within stipulated period unless the completion period is extended in writing.
   c) **Period of Contract:** The fixed contract period is two years (24 months) from the date of commencement or issuance of LOI / Clearance for start of work. The period can be extended up to next three months at the same rates (i.e.of 2nd year rates), terms and conditions at the discretion of the HPGCL. However, during the extended period, if the rates of new ARC happen to be on lower side, HPGCL shall have the right to short close the running contract.
7. **Risk and Cost:** In case the contractor fails to full fill the contractual obligation, the work shall be got done from some other agency at the risk and cost of the contractor. It shall be without prejudice to the right of HPGCL to recover any further amount or any liquidated and/or other damages.
8. **Penalty for Delay:** Time is the essence of the contract. The contractor shall ensure timely completion of the job as per stipulated completion period. In case of delay in completing the work/job, the penalty for delay will be imposed as mentioned below.

Clause	Clause Detail	Penalty
(i)	a) If bill (Excluding 1st and final bill) is not submitted by 10th day of every month. b) If 1st& final bill is not submitted by the end of the next calendar month.	Penalty @ Rs. 200/- per day
(ii)	If any toilet as per scope of work is not found properly cleaned at any moment and not having sanitary items like naphthalene balls, air fresheners (e.g.Odonil etc.), liquid hand wash, toilet cleaner etc. and any stinking smell comes out from any toilet.	Penalty @ Rs. 200/- per toilet per day
(iii)	If cleaning work against any activity is not carried out as per instruction of EIC	Payment for the said activity will not be made and penalty shall be levied @ twice the awarded rate for that activity for each instance.
(iv)	In case of non-providing of T&P and consumable for smooth execution of work by the contractor.	Penalty @ Rs. 500/- per day.

9. **Documentation:**

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

i) Contractor shall submit monthly bill in duplicate to the **respective Executive-in-charge** along with the followings:

a) Monthly bill for the work done, in duplicate. The bill should be on the contractor’s bill book duly serially numbered and bearing date of issue, contractors EPF code, ESI code, GST number, PAN & TIN. A photo copy of the EPF code, ESI code, GST number, Labour license, Copy of the pass book of account, PAN & TIN shall be attached with the 1st running bill for reference and record.

b) Self-attested copy of the deposit challan of EPF & ESI contribution, labour welfare fund deposited by the contractor for the labour engaged for the work duly validated with dossier of workers and their account number in the appropriate prescribed Performa.

Self-attested copy of the attendance sheet, wages register and evidence of wage payment.

ii) The bill of the contractor along with the annexure submitted by the contractor at i) above, should be approved and verified by the officer in-charge for gross value as well as net payable value and accompanied with the certificates/documents mentioned at iii) and iv) below.

iii) Certificate from the Engineer in-charge that,

a) Work has actually been done as per the contract and to the entire satisfaction of EIC.

b) The copy of the EPF challan, ESI challan etc. submitted by the contractor pertains to the labour deployed at site and none of the worker has been excluded there from.

c) The record entry of the work done has been taken in the small measurement book (SMB) at page no. _____ on dated ________.

d) No penalty is leviable on the contractor on any account as per the contract if leviable the amount of penalty is __________.

e) Copy of protocol and certificate for stage payment, if required.

iv) Certificate from Labour Welfare Officer / Factory Manager stating that contractor has complied with all labour laws and safety clearance certificate from safety officer. In case of non-availability of Labour Welfare Officer/Safety Officer, from EIC.

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

10. **Performance Bank Guarantee:** Unless agreed otherwise, Contractor shall submit bank guarantee of the nationalized bank equivalent to10% of the contract value in the prescribed Performa valid up to one month after completion of warrantee period.

11. **Warranty**

    Not Applicable.

12. **Force Majeure:** The delay in the completion of the work may be treated as force majeure to the contractor only if:

    a) The delay is resulted from any causes arising out of compliance with regulations, orders or instructions of the Central or State Governments, acts of God, acts of Civil & Military authority, fires, floods, strikes, lock-outs, freight embargoes, war-risk riots and civil commotion and

    b) The contractor’s request for extension of the delivery period along with all necessary evidence comes, before the expiry of the schedule date(s) of delivery.

13. **Idle Labour Charges:**

    a) No idle labour charges will be admissible in the event of any stoppage caused in the work resulting in contractor’s labour being rendered idle due to any cause.

    b) In case of non-operation of the unit/units, due to any reasons, on the prior instruction of HPGCL, of at least 7 days and work/activity is not carried out:

       i) For up to one month, a deduction @ 35% payment of particular work will be made.

       ii) For more than one month, a deduction @ 50% payment of particular work will be made.

14. **Overrun Charges:** No overrun charges shall be paid in the event of the completion period being extended for any reasons.

15. **Watch & Ward:** The watch and ward of T&P and other material will be the responsibility of the contractor.

16. **Facilities to be arranged by Contractor**: The contractor shall make his own arrangement for providing all facilities like lodging, boarding, furniture and transportation etc. for his supervisors/staff engaged by him for the job.

17. **Statutory Deductions:** Statutory deduction on account of TDS under GST Act, 2017 & Income Tax Act 1961, works tax & sales tax etc. including surcharge shall be made at source from the bills of the contractor at the prevailing rates.
18. **Factory Act/Minimum Wages Act/Insurance Act/EPF Act etc.**: Strict adherence of various applicable labour laws like the factories Act, Minimum wages Act, ESI Act, Payment of wages Act, the workman's compensation act, EPF Act, contractor labour (Regulation & Abolition) Act, 1970 and all other statutory requirements as amended from time to time to the entire satisfaction of central / state Govt. Authorities, shall be the responsibility of the contractor and he shall have to make good loss, if any suffered by HPGCL on account of default in this regard by the contractor. EPF / ESI contributions will be deposited by the contractor in his own EPF / ESI code no. in the respective account of the workers. The contractor will submit the copy of EPF / ESI challan to the factory manager, at the time of 90% payment along with corresponding list of workers.
19. **Insurance of workers:**The contractor will be solely responsible for any liability for his workers in respect of any accident, injury arising out and in course of contractor's employment. To meet his aforesaid obligation under the workmen compensation act, the contractor may obtain W.C Policy from the insurance company for the persons employed by him for carrying out the work. The premium payable for the aforesaid insurance policy shall be borne by the contractor. The contractor shall ensure that the said insurance policy of this insurance cover is required to be submitted by the contractor to engineer-in-charge of work immediately after issue of LOI, but before the start of work.
20. **Safety Rules:** A Firm shall have to comply with all the provisions of safety rules. The Chief Safety Officer may impose penalty of Rs. 200/- per day per head if the workers of contractor are found to be working carelessly without proper protective equipment's in unsafe conditions. Against violation of any other clause, a penalty of Rs. 500/- per violation (minimum) shall be levied. In case of repeated violation of serious nature resulting in various serious accident or direct loss to the corporation/threatens to cause severe consequences, higher penalty rates may be imposed including suspension/termination of the contract. If any action is initiated by Chief inspector of factories, Chandigarh or any other authority against occupier/factory manager or any other authority of HPGCL in case of any fatal/non-fatal accident or any other violation of factory act, 1948, Pb. Hr. factory rules, 1952 or any other industrial or labour act, the contractor shall be liable for the same and also to deposit the amount of fine / penalty if any. In case of default action as deem fit shall be initialed against the contractor.

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

    This office reserves the right to claim adequate compensation from the contractor on account of any damage caused to the plant & equipment handed over to him for execution of the work due to careless handing or negligence on the part of the contractor.
21. **Arbitration:** All matters, questions, disputes, differences and / or claims arising out of and / or concerning, and /or in connection with, and /or in consequence of, and /or relating to the contract whether or not obligations of either of both the Supplier and the Corporation under that contract be subsisting at the time of such dispute and whether or not the contract has been terminated or purported to be terminated or completed, shall be referred to the sole arbitration of MD, HPGCL or an officer appointed by the MD, HPGCL as his nominee. The award of the Arbitrator shall be final and binding on both the parties to the contract.
22. **Laws Governing Contracts:**
    a) All contracts shall be governed by the laws of India for the time being in force.
    b) 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.
    c) **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.

23. **Set Off:** Any sum of money due and payable to the contractor under the contract (including security-deposit returnable to the contractor) may be appropriated by the HPGCL and set-off against any claim of the Corporation for the payment of a sum of money arising out of under that or any other contract entered into by the contractor with the HPGCL.
24. **Subletting and Assignment:** The contractor shall not, sublet, transfer or assign the contract or any part there of or interest therein or advantage thereof in any part thereof in any manner whatsoever without prior consent of the Engineer-in-charge.

Executive Engineer/BMD-V, Unit-7,
For Chief Engineer, PTPS, Panipat

Annexure-V

Special Terms and Conditions

1) ESI/EPF of each employee should be deposited by the contractor on time to the concerned department. A copy of ESI/EPF statement of each and every labour / worker is to be deposited by the contractor with Bill.
2) Contractor shall issue wage slip to each labour / worker every month.
3) **Submission of GST Documents & Compliances to be made by the Contractor:**
   i) It is to ensure that the all-prospective bidders to submit copy of Registration Certificate under GST.
   ii) The following undertaking (on the letter head of bidder) to be made part of mandatory documents to be submitted by all bidders:
      1.1. GST registration no……………………….is valid on date.
      1.2. No default has ever been made by bidder in filling the various GST returns and deposit of GST dues with the department.
      1.3. Bidders having multiple registrations under GST will submit undertaking for each & every GST number. A default under a GST number even if the GST number pertains to some other state, will make the contractor ineligible to participate in tender.
      In addition, the successful bidder will also submit the following undertakings in addition to above immediately after issue of work order and with the submission of each & every bill unless mentioned otherwise:
      1.4. A CA certificate regarding validity of GST registration will be submitted every six months during the tenure of contract.
      1.5. Contractorwill submit copies of GSTR I and GSTR 3B/challans as evidence to deposit of GST with certification that GST collected from HPGCL, to be specified in exact rupees, has been paid to Govt. vide this challan (specifying the challan no. & date of deposit) and returns filed (date of filing of return) includes the transaction of supply of Good or/and services to HPGCL.
      1.6. Contractorwill inform immediately the HPGCL about initiation of any proceeding (if any) against him under the GST laws which may result in suspension or cancellation of GST number of the vendor.
      1.7. Undertaking to indemnify the HPGCL in case of any financial implication on HPGCL due to non-compliance of prescribed obligation under the GST Law on part of the Supplier/vendor.
      1.8. Copies of GSTR 1, GSTR 2A and GSTR 3B along with copies of invoices raised to HPGCL, duly reconciled with three returns to be submitted on quarterly basis.

   iii) The GST Registration status of contractorwill be verified from the official website **www.gst.gov.in**
   iv) The address of contractor, the place from which supplies/work will be made or the invoice will be raised, mentioned in bid document should match with the GST registration number on the department's website. In case contractors having multiple GST registration numbers, executive to ensure that GST number linked to place of contractorshould be submitted to HPGCL.
   v) Filling status of following returns is to be verified that the returns are being filed by contractorwithin due dates:

Return	Periodicity of filling	Return for
GSTR1	Monthly	Outward supplies
GSTR2A	Monthly	Its auto populated on GST portal on the basis of GSTR1 filed by vendor.
GSTR3B	Monthly	Payment of GST
GSTR9	Yearly	Compilation of outward and inward supplies/works, made during the FY
GSTR9C	Yearly	Analytical statement on GST returns certified by GST Auditor

   iv) All the undertakings, as specified in e-NIT, submitted by bidders will be verified. Failure to submit unconditional undertakings will render the bidder to ineligible at technical stage of evaluation

v) Contractor is to verify that the invoice submitted to Executive wing is in Performa as specified under GST law (Section 31 to 34 of CGST Act read with rules 46 to 55A of the CGST rules deal with the Tax invoice, Credit notes and debit notes) with correct GST number of HPGCL so that no difficulty is faced by HPGCL while claiming Input Tax Credit of GST due to incorrect GST number and also to reconcile the GST number and address of firm as per invoice with the GST number & address given in tender documents submitted by firm and the duly verified invoice will be submitted to accounts wing after verification of all above.

vi) After the implementation of the invoice w.e.f. 01 Oct 2020 generation of e-invoice from common e-invoice portal for B2B supplies by person having aggregate annual turnover of more than 500 Crores has been made compulsory and w.e.f.01 Jan 2021,generation of e-invoice for GST supplies by the person having aggregate turnover of more than Rs. 100 Crores has been made compulsory and w.e.f. 01.04.2021, generation of e-invoice for GST supplies by the person having aggregate turnover of more than Rs. 5 Crores is proposed to made compulsory. The supplier has to furnish e-invoice containing the invoice reference number (IRN) and QR code. It is worthwhile to note that any tax invoice including tax credit/ debit note issued by such notified person for B2B suppliers without following the e-invoicing procedure shall not be treated as a valid document.

vii) Submit a undertaking in case the firm is not generating e-invoice in following format:-

We M/s. ………………………………………………………………… having PAN ……………………………….. and GSTIN Registration Number ………………………………………. hereby undertake that out Aggregate Turnover (as per Section 2(6) of Central Goods and Services Tax Act, 2017) for FY 2019-20 does not exceed the prescribed threshold (as on the date of this declaration) for generation a Unique Invoice Registration Number (IRN) and QR code as per the provisions of Central Goods and Services Tax Act, 2017 and rules there under (“GST Law”). Further, we also undertake that if the aggregate turnover of M/s …………………………………………………………………..exceeds the current threshold or revised threshold notified by Government of India at any future date, then we shall issue invoice and credit note in compliance with the required provisions of GST Law. In case of any queries from the any state or centre Goods and Services Tax authorities, M/s. ……………………………………………………………….. will be solely responsible.

Yours Truly,

For M/s. ………………………………………………………………..

Authorized Signatory Name: Designation

viii) In case of failure at the end of contractor regarding deposit of tax and in complying with conditions mentioned above, HPGCL will have right to recover the GST amount in default along with interest & penal amount and deposit the same directly with GST department on behalf of contractor to the credit of HPGCL.

ix) Contractor will undertake to immediately inform the HPGCL about any amendment in the GST certificate and to immediately submit the updated registration certificate.

x) EMD and Securities/Bank Guarantees taken by HPGCL against the work order may be refunded only after payment of GST by Supplier/Vendor which was charged from HPGCL.

xi) In case of any issue arises w.r.t failure by the firm in GST compliances, all future payments to be put on hold.

4) **Tools, Tackles & Consumables:**

i) All tools and tackles and consumables required for efficient cleaning shall be brought by the contractor at his own cost. However, water etc. will be provided by HPGCL free of cost at the existing points as per requirement of cleaning.

ii) The contractor shall keep the following tools and tackles in sufficient number

a) Broom sticks.
b) Belcha.
c) Hand brush
d) Flower broom

e) Bamboo rod.
f) Mortar pan.
g) Teether brush.
h) Hose pipe or any other tools and tackles required at site.
i) Proper scaffolding arrangements to clean the un-approachable boiler structure/piping.

iii) The contractor shall bring the following consumables for efficient cleaning:
a) Bleaching Powder.
b) Vim, Surf.
c) Kerosene, petrol.
d) Detergent, soap solutions acids, phenyl liquid, Naphthalene balls and Odonil etc.
e) Jute or any other material required for the job.
f) Air and water hose pipe of at least 30 M. in length.

iv) The contractor shall have to arrange himself all the ladders, platforms, scaffolding, temporary supports and any other facilities like hose pipe/air pipe etc. required for faithful and efficient execution of the job without any extra charges.

v) Contractor will ensure presence of his personnel to carry out the works proper cleaning.

vi) The cleaning work shall be started immediately after getting written/verbal instructions from the authorized representative of the respective Engineer-in-Charge.

5) **Cleaning Procedure:**

i) Removal of dust from all the floor of boiler and other areas as mentioned in the scope of work.

ii) To keep the area free from dust, cleaning of various floors by applying detergent, scrubbing by hand and wipe once a week or as & when required by Engineer-in-Charge.

iii) Cleaning of dust from walls once a week preferably on Saturdays.

iv) Removal of oil, grease etc. accumulated because of mtc. work or due to spilling of HFO shall be done as and when required.

v) Cleaning of equipment's, excluding C&I and ElectricalEquipment's lying in the above areas shall be done every day. However, this shall only be done in the presence of Corporation's representative.

vi) Cleaning of cobwebs from whole of the area shall be done once a week.

vii) Cleaning and washing of all the toilets of boiler area, Unit-7&8 i.e. APRDS floor, ESP control room etc. is to be done daily and as and when required by the Engineer-in-charge by applying detergent, soap solutions acids and by using phenyl liquid, Naphthalene balls and odoniletc. for keeping the toilets cleaned and hygienic.

viii) Floor grills/pipe railings falling in this area shall be cleaned every day.

ix) Dust should be collected and brought to Zero (0) meter floor at a place designated by Engineer-in-Charge. The collected debris(malba) shall be disposed of to the dumping yard as specified near ash dyke or to the place as directed by Engineer-in-Charge.

6. On acceptance of the tender the name of the authorized representative of the firm be intimated, who will be responsible for taking instructions from the Engineer-in-Charge to ensure that the execution of work is in conformity with the specifications.

7. Tentative frequency for each activity has been given in the scope of work. However, frequency of individual activity may vary as per actual site conditions. Payment shall be made to the firm on the basis of actual work got carried out from the firm on unit rate basis.

8. The indents for the daily activities to be carried out by the firm as per site requirements shall be issued to the firm on the previous day (i.e. one day before the execution of work). The indent will be issued to the firm as per site requirement on the sole discretion of Executive In-charge.

9. **Negligence:**If the contractor neglect to execute the work with due diligence and expedition or shall refuse to do work , then HPGCL may serve one day notice , in writing to the contractor to make good the failure within the stipulated time otherwise HPGCL shall be at liberty to take the work wholly or partially at the risk and cost of the contractor at a reasonable price, if shall be lawful for the HPGCL to retain any balance which may otherwise be due to the contractor on any account if dues of the contract are not sufficient to cover the amount thus recoverable from the contractor, it shall be lawful

for the HPGCL to recover the whole of the balance of the amount from the contractor by action at law or otherwise. The remedy under this clause will be in addition to and without prejudice to rights available to the HPGCL under other clauses of the terms and conditions.

10. **Engagement of Adequate Labour:**
    a) Contractor will deploy minimum suggestive manpower (as per scope of work) for the activities required to be carried out as per site requirement. Indents for the same shall be issued to the firm on the previous day prior to execution of work.
    b) The labour engaged shall not be below the age of 18 years or above the age of 60 years as per Labour Act.
    c) The workers engaged by the contractor shall not be treated as employees of the Board/Corporation for any purpose. The corporation shall have no relation with the workers.
    d) The contractor shall submit affidavit from the individual workers that they will not claim employment from HPGCL and all disputes will be settled by them with the contractor who has engaged them.
    e) The contractor shall be responsible for good conduct of the workers engaged by him. Workers should be willing to work on any job and in the shift. The cleaning work shall also include cleaning and handling of Heavy Furnace Oil (HFO)/FO/LDO splashed on structure/piping & various floors of Boiler etc. If conduct of the workers engaged not found satisfactory, the worker may be removed from the site as per instructions of EIC.
    f) The contractor shall furnish an undertaking on a non-judicial stamp paper of appropriate value to the effect that he will comply with all provisions of the relevant labour laws/acts and the rules/regulations framed there under. In the event of the HPGCL being obliged to pay any compensation, the contractor shall indemnify the HPGCL. The labour regulations shall be treated as part of the contract. Any breach of labour regulations shall be treated as breach of contract.
11. The Corporation shall claim adequate compensation and recover from the contractor for the loss/damage caused to its property by his workers.
12. The performance of the contractor will be reviewed by the Engineer-in-Charge every month and if found unsatisfactory, the contract may be terminated at any time. In such case the security deposit shall be liable to the forfeited.
13. The work shall generally be carried out from 8.00 AM to 5.00 PM. However, under special circumstances, the contractor shall have to engage labour in odd hours for which no extra payment shall be made.
14. Emergency manpower is required for special cleaning requirement during VIP visit and other unscheduled jobs as per the instruction of EIC.
15. **Loss of plant/HPGCL property during execution of the work:**The contractor shall ensure that no damage or loss is done to HPGCL/Plant property or any other agency in the jurisdiction of work site. In case it is found that there is any loss to the plant equipment, HPGCL property or human being due to negligence of the labour/worker of the contractor, the same shall be made good to HPGCL, by the contractor at his own cost. The contractor shall make his own arrangement for all tools & tackles, skilled and unskilled labour etc. required for the execution of contract. The work shall be subject to inspection at all time by the Engineer-in-charge or his authorized representatives(s). The contractor shall have to carry out the work to entire satisfaction of the Engineer-in-charge.
16. **Breach of contract:** If the contract fails to adhere to the time schedule or if his services are found to be unsatisfactory, the PTPS will be entitled at its option either:-
    a) To re-cover damages as per penalty clause mentioned above, if the said delay is not covered by the force majeure reasons.

       OR

    b) To get the work done from any other agency after serving a notice of 03 days to the contractor at his risk and cost and without prejudice to the other provision of the work order.

       OR

    c) To cancel the contract by giving 15 days notice& forfeit the security.

17. **Supervision of Work:**
    a) The Engineer-in-charge shall have the general supervision of work. The work shall have to be started by the contractor as per instructions of Engineer-in-charge or his authorized representative at any time on any working day. He has authority to stop the work whenever such stoppage is necessary to ensure the proper execution of the contract. He shall also have authority to reject all works or part thereof and give necessary direction to carry out work again to his satisfaction. No claim whatsoever on this account will be entertained.
    b) The decision of Engineer-in-charge for determining the category of the work with reference to the items not maintained in the scope of the work shall be final.
    c) The execution of the work may entail working at all the sites weather conditions and no extra claim will be considered on this account. The contractor may have to carry out jobs and work round the clock, as per the requirement to be decided by Engineer-in-charge. No extra claim/over time will be paid on this account.
    d) In case the contractor fails to do the extra substituted work, Engineer-in-charge will have the option to get the work done through another agency at the risk & cost of the contractor.
    e) In case of any dispute, the contractor may represent in writing to the Engineer-in-charge whose decision shall be final and binding.
18. The Chief Engineer/PTPS, Panipat reserves the right to reject any/all tenders without assigning any reason whatsoever.
19. Any dispute arising out of this contract shall be subjected to Panipat jurisdiction.

17. Contractor To Remove Unsuitable Employees (Workmen): The contractor shall on instruction of the Engineer-in-Charge immediately remove from the work any person employed thereon who may misbehaved or cause any nuisance or otherwise in the opinion of the Engineer-in-Charge is not fit person to be retained on the work and such person shall not be again employed or allowed on the works without the prior written permission of the Engineer-in-Charge.

18. Liability:
a) This office reserves the right to claim adequate compensation from the contractor on account of any damage caused to the plant & equipment handed over to him for execution of the work, due to careless handling or negligence on the part of the contractor. However, the total liability arising out of this contract shall be limited to the contract value.
b) The contractor shall also be responsible for the loss/damage caused to the property of HPGCL or any other vendor/agency by the contractor or any of his workmen/employee.
c) During the course of this contract, the contractor shall keep a competent authorized representative or his assistants 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 receive the instructions.
d) The successful contractor shall provide the phone facility to his supervisor to facilitate HPGCL for easy communication with the contractor. The phone number shall be intimated by the contractor immediately after the award of the contract.

19. Safety & Environmental Instructions:
a) “HPGCL is an ISO 9001:2015, ISO 14001:2015 and OHSAS 18001:2007 certified company hence contractor shall ensure for use quality product, T&P and follow best practices for environment protection and shall take all care for occupational health and safety while executing the work at site.
b) Use of proper Personal Protective Equipment’s (PPE’s) like helmets, safety goggles, ear plugs, safety shoe, gloves, masks etc. to be ensured.
c) Contractor will not allow workers to wear loose clothes like kurta, payjama at site.
d) Contractor will not allow workers to touch any moving part.
e) The contractor will dispose off used cotton waste, grease, oil, asbestos etc. at suitable place.
f) The contractor will collect the leaking oil in a proper container & avoid slippage of oil on the floor.
g) Ensure availability of fire extinguishers while carrying of work at high temperature.

Annexure-VI/1

SCOPE OF WORK

Cleaning & Removal of Garbage/Ash from Boiler & associated areas of Unit-7, PTPS, Panipat

Item Sr. no.	Description of work for Unit-7	Tentative Frequency	UOM	Quantity			Minimum proposed Manpower
				1st Year	2nd Year	Total for both years	
1	**Ground Floor:** Area from surface drain along road (East side) to Boiler Unit-7 (West side) up to the line joining the center of chimney and D.M. Storage tank provided between Unit-7&8 and area between back wall of service building unit -7 to main road of coal mill unit-7 (Excluding area J.T. 25) including cleaning of trenches of coal mills. Area from surface drain along road (East side) to Boiler Unit-7 (West side) up to the line joining the center of chimney between Unit-7&8 and area from ESP inlet to concrete/cemented area up to back trench (along the road, North side) of ID fans, ESP MCC room, ESP control room, ESP Transformers yard, ESP toilet, Ground floor of Chimney area for unit-7 including cleaning of trenches of ESP.	Daily	Days (Each Activity)	365	365	730	2
2	**ESP:** ESP Floors of all the passes at 4.50 meter Elevation, all the passes at 11.7 meter Elevation and ESP roofs at 25.65 meter Elevation	Twice a week	Days (Each Activity)	104	104	208	1
3	**Fuel Oil Pump house:** Inside area of fuel oil pump house and concrete area in front of fuel oil pump house.	Daily	Days (Each Activity)	365	365	730	1
4	**Dearator:** Dearator Floor, toilet at Dearator Floor etc.	Weekly	Days (Each Activity)	52	52	104	1
5	**Firing floor:** AB/CD/EF elevation, floor below AB elevation (for both passes) including area which leads to RAH & RAH platforms, APRDS area from unit-7 to center of unit-7&8, working floor area adjoining the APRDS (above TG floor) and APRDS toilet etc., Stairs from TG floor (near control room) to dearator floor and TG floor (near lift) to dearator floor	Daily	Days (Each Activity)	365	365	730	2
6	Area from Economizer middle to LTSH top of boiler (for both passes) including associated pipelines, beams, channels, etc. of that area.	Twice a week	Days (Each Activity)	104	104	208	1
7	Platforms above ground floor and upto the platform below the floor leading to RC feeder (for both passes)	Twice a week	Days (Each Activity)	104	104	208	2
8	Area above LTSH top to top floor of boiler including pent house roof etc. (for both passes)	Weekly	Days (Each Activity)	52	52	104	2
9	**Cleaning of Roof of ducts:** RAH outlet to ESP inlet, cold and hot air ducts/pipes of PA/FD fans which leads to coal mills etc. including all floors of ID/FD/PA fans.	Fortnightly	Days (Each Activity)	26	26	52	2
10	**Chimney:** Cleaning of all elevations of Chimney of Unit-7 & 8.	Bi-Monthly	Days (Each Activity)	6	6	12	4
11	Lifting and disposal of Garbage / Ash leaked from boiler area by tractor trolley as per direction of EIC	As per site requirement	Nos.	180	180	360	--

Note:

1. All the boiler area of unit-7 mentioned above also includes all pipelines, channels, beams etc. in said areas. All the pipelines, channels, beam etc. associated/adjoining to the above mentioned areas/activities are deemed to be included in the said activities.
2. Cleaning of Boiler area including all floors up-to 62 Mtr. involves cleaning of fly ash/coal dust/debris from all Boiler buck stays, Boiler structures, ducts from outside and various Boiler equipment's and to bring down the litter/fly ash/garbage to zero-meter level after collection of the same by suitable methods and dumping the same to the suitable place as directed by the Engineer-in-Charge. Cleaning also involves removing cob webs from all roofs and boiler structure.
3. Cleaning on any equipment shall only be done in the presence of authorized representative of this office. The contractor shall further clean all the areas in this scope with suitable cleaning medias and water once in a week or as per requirement as directed by Engineer-in-Charge.
4. Cleaning work also includes cleaning and handling of fuel oil splashed in Boiler area, subsequent cleaning of various floors in any structures where oil has splashed.
5. The labour can be engaged in any other area on particular days as per direction of Engineer-in-Charge.

Executive Engineer/BMD-V, Unit-7,
For Chief Engineer, PTPS, Panipat

Annexure-VI/2

SCOPE OF WORK

Cleaning & Removal of Garbage / Ash from Boiler & associated areas of Unit-8, PTPS, Panipat.

Item Sr. no.	Description of work for Unit-8	Tentative Frequency	UOM	Quantity			Minimum proposed Manpower
				1st Year	2nd Year	Total	
1	**Ground Floor:** Area from surface drain along road (West side) to Boiler Unit-8 (East side) up to the line joining the center of chimney and D.M. Storage tank provided between Unit-7&8 and area between back wall of service building, unit-8 to main road of coal mill unit-8 including cleaning of trenches of coal mills. Area from surface drain along road (West side) to Boiler Unit-8 (East side) up to the line joining the center of chimney between Unit-7&8 and area from ESP inlet to concrete/cemented area upto back trench (along the road, North side) of ID fans, ESP MCC room, ESP control room, ESP transformer yard, ESP toilet, Ground floor of Chimney area including cleaning of trenches including cleaning of trenches of ESP.	Daily	Days (Each Activity)	365	365	730	2
2	**ESP:** ESP Floors of all the passes at 4.50 meter Elevation, all the passes at 11.7 meter Elevation and ESP roofs at 25.65 meter Elevation	Twice a week	Days (Each Activity)	104	104	208	1
3	Cemented/Concrete area between **CW Pump House** building and main road of Unit-8	Daily	Days (Each Activity)	365	365	730	1
4	**Dearator:**Dearator Floor etc.	Weekly	Days (Each Activity)	52	52	104	1
5	**Firing floor:** AB/CD/EF elevation, floor below AB elevation (for both passes) including area which leads to RAH & RAH platforms, APRDS area from unit-8 to center of unit 7 & 8, working floor area adjoining the APRDS (above TG floor) and APRDS toilet etc. of Unit-8, Stairs from TG floor (near control room) to deaerator floor etc.	Daily	Days (Each Activity)	365	365	730	2
6	Area from Economizer middle to LTSH top of boiler (for both passes) including pipelines, beams, channels etc. of that area.	Twice a week	Days (Each Activity)	104	104	208	1
7	Platforms above ground floor and upto the platform below the floor leading to RC feeder (for both passes)	Twice a week	Days (Each Activity)	104	104	208	2
8	Area above LTSH top to top floor of boiler including pent house roof etc. (for both passes)	Weekly	Days (Each Activity)	52	52	104	2
9	**Cleaning of Roof of ducts:** RAH outlet to ESP inlet, cold and hot air ducts/pipes of PA/FD fans which leads to coal mills etc. including all floors of ID/FD/PA fans.	Fortnightly	Days (Each Activity)	26	26	52	2
10	**Chimney:** Cleaning of all elevations of Chimney of Unit-7 & 8.	Bi-Monthly	Days (Each Activity)	6	6	12	4
11	Lifting and disposal of Garbage / Ash leaked from boiler area by tractor trolley as per direction of EIC	As per site requirement	Nos.	180	180	360	--

Note:

1. All the boiler area of unit-8 mentioned above also includes all pipelines, channels, beams etc. in said areas. All the pipelines, channels, beam etc. associated/adjoining to the above-mentioned areas/activities are deemed to be included in the said activities.
2. Cleaning of Boiler area including all floors upto 62 Mtrs. involves cleaning of fly ash/coal dust/debris from all Boiler buck stays, Boiler structures, ducts from outside and various Boiler equipment's and to bring down the litter/fly ash/garbage to zero-meter level after collection of the same by suitable methods and dumping the same to the suitable place as directed by the Engineer-in-Charge. Cleaning also involves removing cob webs from all roofs and boiler structure.
3. Cleaning on any equipment shall only be done in the presence of authorized representative of this office. The contractor shall further clean all the areas in this scope with suitable cleaning medias and water once in a week or as per requirement as directed by Engineer-in-Charge.
4. Cleaning work also includes cleaning and handling of fuel oil splashed in Boiler area, subsequent cleaning of various floors in any structures where oil has splashed.
5. The labour can be engaged in any other area on particular days as per direction of Engineer-in-Charge.

Executive Engineer/BMD-V, Unit-7,
For Chief Engineer, PTPS, Panipat

Annexure-VII

FORMAT OF CONTRACT AGREEMENT

This contract agreement entered in to this ______ day of the month of ________, _______(Year) between Haryana Power Generation Corporation Ltd., a body corporate constituted under the Indian Company Act, 1956 herein after called Corporation which terms shall include all its heirs and successors on the one hand and M/s ____. The contractor which terms shall include all its heirs and successors on the other hand.

Where as a contract for the work of **Annual Rate contract for Cleaning & Removal of Garbage/Ash etc. from Boiler Area, 250 MW, Unit-7&8, PTPS, HPGCL, Panipat (Haryana)**as officially described in tender documents issued against **e-NIT No.   /PTP/BMD-7/F-515 Vol-II** and concluded by the issue of Work Order no. _________________________dated ___________ appended hereto between Corporation & Contractor. Whereas Contractor further agree to abide by all labour laws, rules and regulations which may be enforced from time to time. Whereas the contractor also agrees to absolve the Corporation from all risks & responsibilities towards the labour engaged by the contractor during execution of the above said work.

The contractor will comply with all the provisions of the relevant labour laws/Acts and the rules /regulations framed there under. In the event of Panipat Thermal Power Station, Panipat being obliged to pay the compensation, the contractor will indemnify the Corporation. The labour regulation shall be treated as part of the contract. Any break of labour laws/regulation shall be treated as breach of the contract.

Here PTPS, Panipat and the contractor have agreed to execute an agreement.

Now this deed witness and parties hereto hereby mutually agree as above.

In witness thereof, the contractor & HPGCL hereto set their hands as under.

Signature of the contractor   Signature & designation
In presence of witness   and on behalf of HPGCL in presence of witness

Witness   Witness
1.   1.

2.   2.

Annexure-VIII

FORMAT OF ACCEPTANCE CERTIFICATE

I ___________________________________ Designation ____________________________

of (Name of the Company) ____

____

hereby accept all the terms and conditions given in the above tender document.

For M/s ______________________________

Annexure-IX

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 ________________________

   GST No. ________________________.
6. Bank Details (attached signed cancelled cheque)
   i) Bank Name & Address
   ii) Bank Account Number
   iii) Bank Branch Code
   iv) IFSC Code of Branch
   v) Nature of account (current/saving/OD/CC)
7. Main lines of Business
   i.____________________________ since______________
   ii.____________________________ since______________
   iii.____________________________ since______________
8. Annual Turnover of past three year
   i. ____________________________
   ii. ____________________________
   iii. ____________________________
9. Past Experience:-

Name of Organization	Period	Reference of Contract	Order Value contract wise

10. Any other:

Signature & Stamp of Bidder

Annexure-X

FORMAT OF TECHNICAL CHECK LIST
(To be filled online only)

Sr. No.	Technical Specification	Bidder Response (Yes or No)
1	Tender Cost with e-service fee	Yes or No
2	Earnest Money Deposit	Yes or No
3	Bidder(s) must have HEWP contractor identity while applying for the tender	Yes or No
4	Acceptance of all terms & conditions of tender.	Yes or No
5	Proof of GST no.	Yes or No
6	Proof of PAN no.	Yes or No
7	Proof of EPF no.	Yes or No
8	Proof of ESI no.	Yes or No
9	**Documentary Evidence regarding Qualification Criteria** Bidders must have minimum 01-year experience of cleaning work in areas of Boiler/Turbine/Switchyard/Coal Handling Plant in any Thermal Power Station of HPGCL/NTPC/PSUs/Private Thermal Power Plant.	Yes or No
	Experience of Execution of Work order: - Bidders must have successfully executed the Work Order(s)of cleaning work in areas of Boiler / Turbine / Switchyard / Coal Handling Plant in any Thermal Power Station of HPGCL / NTPC / PSUs / Private Thermal Power Plant during last 7 Years ending last day of the month previous to the month in which applications are invited having minimum order value as Under: - iv) Single order of the value not less than 10,63,781/- or v) Two orders of the value not less than 6,64,863/- or vi) Three orders of the value not less than 5,31,890/-each	Yes or No
10	Copy of average annual turnover in last 3 consecutive financial years for which the bidder shall submit certified copies duly audited by Chartered Accountant.	Yes or No
11	The contractor should have register under contractor labour (Regulation & Abolition) Act, 1970 and possesses a valid Labour license from labour department of Haryana for deploying the workers on the work or the bidder has to given an undertaking that he will apply within one month from the date issue of work order (if applicable)	Yes or No
12	Firm should submit a certificate to the effect that the tenderer is not presently black listed from any public sector undertaking of central Govt./state Govt./ SEBs/Corporation/any other reputed Thermal/Hydel Plant etc.	Yes or No
13	Authority letter in the name of the Authorized Person who has signed the Tender Document / Price Bid on behalf of the Contractor / Company.	Yes or No

ANNEXURE-XI

PERFORMA OF INDEMNITY BOND TO BE EXECUTED BY THE SERVICE PROVIDER FOR THE EQUIPMENTS HANDED OVER BY HPGCL FOR PERFORMANCE OF ITS CONTRACT
(On non-Judicial stamp paper of appropriate Value)
INDEMNITY BOND

This Indemnity Bond is made this ………………………………day of …………… 20………….. by …………… a Company registered under the Companies Act, 1956/Partnership firm/proprietary concern having its Registered Office at ………………………………(hereinafter called as 'Service Provider' or 'Obligor' which expression shall include its successors and permitted assigns) in favour of Haryana Power Generation Limited,…………………………………….. (here in after called HPGCL which expression shall include its successors and assigns).

Whereas HPGCL has awarded to the Service Provider a Contract for ………………………vide its Letter of Award/Contract No………………………………………dated………………and its Amendment No. ………………… and Amendment No.………………………………(applicable when amendments have been issued, hereinafter called the 'Contract') in terms of which HPGCL is required to hand over various Equipment to the Service Provider for execution of the Contract.

And Whereas by virtue of clause No.1 of the said Contract, the Service Provider is required to execute an Indemnity Bond in favour of HPGCL for the

Now Therefore, This Indemnity Bond witnesses as follows:

1. The Service Provider undertakes to keep HPGCL harmless against any loss or damage that may be caused to HPGCL on a/c of act by persons deployed by him.
2. The Service Provider undertakes that the Persons deployed shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and none part of the person shall be utilized for any other works or purpose whatsoever. It is clearly understood by the Service Provider that non-observance of the obligations under this Indemnity Bond by the Service Provider shall inter- alia constitute a criminal breach of trust on the part of Service Provider for all intents and purposes including legal/penal consequences.
3. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipment or the same or any part thereof is mis-utilized in any manner whatsoever, then the Service Provider hereby agrees that the decision of Officer-in-Charge/Engineer of HPGCL at to assessment of loss or damage to the Equipment shall be final and binding on the Service Provider. The Service Provider binds itself and undertakes to replace the lost and/or damaged Equipment at its own cost and/or shall pay the amount of loss of HPGCL without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to HPGCL against the Service Provider under the contract and under this Indemnity Bond.
4. Now the condition of this Bond is that if the Service Provider shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of HPGCL Then, the Bond shall be void, but otherwise, it shall remain in full force and virtue.

In Witness Whereof, the Service Provider has hereunto set its hand through its authorized representative under the common seal of the Company, the day, month and year first above mentioned.

For and on behalf of
M/s ……………………………………………….

WITTNESS

1.	1.	Signature ……………………….	Signature ………………………….
	2.	Name …………………………..	Name ……………………………..
	3.	Address ………………………..	Designation …………………………
		…………………………………..	Authorised representative
2.	1.	Signature ……………………….	
	2.	Name …………………………..	(Common Seal)
	3.	Address ………………………..	(In case of Company)

* Indemnity Bonds are to be executed by the authorized person and (I) in case of contracting Company under common seal of the Company or (ii) having the Power of Attorney issue under common seal of the company with authority to execute Indemnity Bonds, (iii) In case of (ii), the original Power of Attorney if it is specifically for this contract or a Photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.

Annexure-XII/1

FORMAT OF PRICE BID FOR UNIT-7

(To be filled online only)

Item Sr. no.	Description of work for Unit-7	Tentative Frequency	UOM	SAC (Service Accounting Code for the Work)	Quantity During 1st Year	Unit Rate (Rs.) During 1st Year	GST (@18%)	GST Amount (Rs.)	Total amount excluding GST (Rs.) During 1st Year	Total amount including GST (Rs.) During 1st Year	Quantity During 2nd Year	Unit Rate (Rs.) During 2nd Year	GST (@18%)	GST Amount (Rs.)	Total amount excluding GST (Rs.) During 2nd Year	Total amount including GST (Rs.) During 2nd Year	Total for both years including GST (Rs.)
1	**Ground Floor:** Area from surface drain along road (East side) to Boiler Unit-7 (West side) up to the line joining the center of chimney and D.M. Storage tank provided between Unit-7&8 and area between back wall of service building unit -7 to main road of coal mill unit-7 (Excluding area J.T. 25) including cleaning of trenches of coal mills. Area from surface drain along road (East side) to Boiler Unit-7 (West side) up to the line joining the center of chimney between Unit-7&8 and area from ESP inlet to concrete/cemented area up to back trench (along the road, North side) of ID fans, ESP MCC room, ESP control room, ESP Transformers yard, ESP toilet, Ground floor of Chimney area for unit-7 including cleaning of trenches of ESP.	Daily	Days	To be filled by the Firm	365	To be quoted by the Firm					365	To be quoted by the Firm					
2	**ESP:** ESP Floors of all the passes at 4.50 meter Elevation, all the passes at 11.7 meter Elevation and ESP roofs at 25.65 meter Elevation	Twice a week	Days	To be filled by the Firm	104	To be quoted by the Firm					104	To be quoted by the Firm					
3	**Fuel Oil Pump house:** Inside area of fuel oil pump house and concrete area in front of fuel oil pump house.	Daily	Days	To be filled by the Firm	365	To be quoted by the Firm					365	To be quoted by the Firm					
4	**Dearator:** Dearator Floor, toilet at Dearator Floor etc.	Weekly	Days	To be filled by the Firm	52	To be quoted					52	To be quoted					

5	**Firing floor:** AB/CD/EF elevation, floor below AB elevation (for both passes) including area which leads to RAH & RAH platforms, APRDS area from unit-7 to center of unit-7&8, working floor area adjoining the APRDS (above TG floor) and APRDS toilet etc., Stairs from TG floor (near control room) to dearator floor and TG floor (near lift) to dearator floor	Daily	Days	To be filled by the Firm	365	To be quoted by the Firm					365	To be quoted by the Firm					
6	Area from Economizer middle to LTSH top of boiler (for both passes) including associated pipelines, beams, channels, etc. of that area.	Twice a week	Days	To be filled by the Firm	104	To be quoted					104	To be quoted					
7	Platforms above ground floor and upto the platform below the floor leading to RC feeder (for both passes)	Twice a week	Days	To be filled by the Firm	104	To be quoted					104	To be quoted					
8	Area above LTSH top to top floor of boiler including pent house roof etc. (for both passes)	Weekly	Days	To be filled by the Firm	52	To be quoted					52	To be quoted					
9	**Roof of ducts:** RAH outlet to ESP inlet, cold and hot air ducts/pipes of PA/FD fans which leads to coal mills etc. including all floors of ID/FD/PA fans.	Fortnightly	Days	To be filled by the Firm	26	To be quoted					26	To be quoted					
10	**Chimney:** Cleaning of all elevations of Chimney of Unit-7 & 8.	Bi-Monthly	Days	To be filled by the Firm	6	To be quoted					6	To be quoted					
11	Lifting and disposal of Garbage / Ash leaked from boiler area by tractor trolley as per direction of EIC	As per site requirement	Nos.	To be filled by the Firm	180	To be quoted					180	To be quoted					

Note: Only unit rate excluding GST for 1st year & then 2nd year respectively against each item/activity and SAC is required to be quoted by the firm. The GST amount and total amount including GSTi.e.@18%) will be calculated automatically by the system.

Signature of Contractor

Annexure-XII/2

FORMAT OF PRICE BID FOR UNIT-8

(To be filled online only)

Item Sr. no.	Description of work for Unit-7	Tentative Frequency	UOM	SAC (Service Accounting Code for the Work)	Quantity During 1st Year	Unit Rate (Rs.) During 1st Year	GST (@18%)	GST Amount (Rs.)	Total amount excluding GST (Rs.) During 1st Year	Total amount including GST (Rs.) During 1st Year	Quantity During 2nd Year	Unit Rate (Rs.) During 2nd Year	GST (@18%)	GST Amount (Rs.)	Total amount excluding GST (Rs.) During 2nd Year	Total amount including GST (Rs.) During 2nd Year	Total for both years including GST (Rs.)
1	**Ground Floor:** Area from surface drain along road (West side) to Boiler Unit-8 (East side) up to the line joining the center of chimney and D.M. Storage tank provided between Unit-7&8 and area between back wall of service building, unit-8 to main road of coal mill unit-8 including cleaning of trenches of coal mills. Area from surface drain along road (West side) to Boiler Unit-8 (East side) up to the line joining the center of chimney between Unit-7&8 and area from ESP inlet to concrete/cemented area upto back trench (along the road, North side) of ID fans, ESP MCC room, ESP control room, ESP transformer yard, ESP toilet, Ground floor of Chimney area including cleaning of trenches including cleaning of trenches of ESP.	Daily	Days	To be filled by the Firm	365	To be quoted by the Firm					365	To be quoted by the Firm					
2	**ESP:** ESP Floors of all the passes at 4.50 meter Elevation, all the passes at 11.7 meter Elevation and ESP roofs at 25.65 meter Elevation	Twice a week	Days	To be filled by the Firm	104	To be quoted by the Firm					104	To be quoted by the Firm					
3	Cemented/Concrete area between CW Pump House building and main road of Unit-8	Daily	Days	To be filled by the Firm	365	To be quoted					365	To be quoted					
4	**Dearator:** Dearator Floor etc.	Weekly	Days	To be filled by the Firm	52	To be quoted					52	To be quoted					

5	**Firing floor:** AB/CD/EF elevation, floor below AB elevation (for both passes) including area which leads to RAH & RAH platforms, APRDS area from unit-8 to center of unit 7 & 8, working floor area adjoining the APRDS (above TG floor) and APRDS toilet etc. of Unit-8, Stairs from TG floor (near control room) to dearator floor etc.	Daily	Days	To be filled by the Firm	365	To be quoted by the Firm					365	To be quoted by the Firm					
6	Area from Economizer middle to LTSH top of boiler (for both passes) including pipelines, beams, channels etc. of that area.	Twice a week	Days	To be filled by the Firm	104	To be quoted					104	To be quoted					
7	Platforms above ground floor and upto the platform below the floor leading to RC feeder (for both passes)	Twice a week	Days	To be filled by the Firm	104	To be quoted					104	To be quoted					
8	Area above LTSH top to top floor of boiler including pent house roof etc. (for both passes)	Weekly	Days	To be filled by the Firm	52	To be quoted					52	To be quoted					
9	**Roof of ducts:** RAH outlet to ESP inlet, cold and hot air ducts/pipes of PA/FD fans which leads to coal mills etc. including all floors of ID/FD/PA fans.	Fortnightly	Days	To be filled by the Firm	26	To be quoted					26	To be quoted					
10	**Chimney:** Cleaning of all elevations of Chimney of Unit-7 & 8.	Bi-Monthly	Days	To be filled by the Firm	6	To be quoted					6	To be quoted					
11	Lifting and disposal of Garbage / Ash leaked from boiler area by tractor trolley as per direction of EIC	As per site requirement	Nos.	To be filled by the Firm	180	To be quoted					180	To be quoted					

Note: Only unit rate excluding GST for 1st year & then 2nd year respectively against each item/activity and SAC is required to be quoted by the firm. The GST amount and total amount including GST i.e. @18%) will be calculated automatically by the system.

Signature of Contractor

ANNEXURE-XIII

LABOUR LAWS

1) Registration of Establishment (PTPS) and obtaining the Labour License/ Renewal.

The Registration of Panipat Thermal Power Station with the list of working Contractors is required under Section -7 of Contract Labour Act, 1970. The name of working Contractor must be on the list of Contractors otherwise he (contractor) will not get Labour License/ Renewal from the labour Department, Haryana Govt. So as and when the work is awarded to the contractors other then included in the list of contractors attached with the Registration of Panipat Thermal Power Station, the contractor will ensure that his name on the prescribed Performa is intimated to the Centralized Agency by the officer in-charge of the work for getting his name including in the said list.

Further after the needful, the contractor will be under obligation to obtain labour license/ its renewal under Section-12 of ibid Act from the Labour Department, Haryana Govt. by completing the requisite formalities.

2) Payment of wages to the workers deployed on the work Under Section 63 to 73 of Contract Labour Act-I970.

The contractor will be bound to pay wages to the workers deployed by him on the work as per minimum wages fixed by Labour Department, Haryana Govt., Chandigarh and follow revision from time to time. He will display on the notice Board of his site office, the date of making monthly wages payment which should be on or before 7th of every month. In case of default, the contractor will be liable for prosecution under the ibid Act.

3) Maintaining the Registers and records Under Section – 74 to 78 (a to d) of Contract Labour Act-1970.

The contractor shall maintain necessary records under the provisions of ibid Act vii. Register of Workman employed (Section -75), Issuing of Employment Cards (Section 76), Service Certificate (Section 77), Register of wages [(Section 78 (a) to (d)], Attendance Register, Register of Over time, Register of deduction, Register of advance, Register of fines, Issuing of Wages Slips, etc., the same shall be made available with the site in charge of the work or authorized representative of the contractor for checking! inspection as and when required by the officer in charge of PTPS authorities or Labour Department, Govt. of Haryana. Non maintaining/ non production of the above Registers /Forms, under Section- 23 - 24 of the ibid Act will be treated as offence and Contractor will be liable for prosecutions by the Labour Department, Govt. of Haryana.

4) Age limit of the workers.

No labour below the prescribed limit of age i.e. 18 years and above 60 years shall be employed by the contractor on his allotted works.

5(A). Compliance of various Labour Acts.

The contractor shall abide by all the labour laws required to be followed and he shall furnish an undertaking on N1SP 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 Factory Act.1948. Industrial Dispute Act-1947. Employees State Insurance Act-1948. Employee Provident Fund Act-1952, Payment of Wages Act-1936, Minimum Wages Act-1948. Contract Labour Act (R&A , 1970) Workmen compensation Act 1923 and others rules and regulations as framed by the Central! State GOY1. in this regard from time to time.

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

(C) Besides the above, the contractor shall obtain an affidavit on the NJSP of appropriate value duly signed and witnessed by him under his seal and duly attested by the Notary Public from his each and every individual worker / employee that they will not claim any employment in HPGCL in lieu of services rendered by them to the contractor namely M/s-- against Work Order No.------------------------- dated------------------- and all the disputes, whatsoever and of any nature, will be settled by their contractor who has engaged them. These affidavits along with his own undertaking as per para-A&B above shall be submitted by the contractor to the Officer-in-Charge (for ARC/AMC).

6) Deposit of EPF contribution of the workers along with Employer share.

It is statutory obligation for the contractor to deduct EPF contribution for the employee drawing wages up to Rs.6500/- per month. The rate of deduction i.e. 12% on the minimum wages fixed of the labour by the Govt. or actual wages drawing (i.e. basic pay + DA + cash value of food concession + leave encashment) and deposit the same with his share @ 12% (8.33 % in pension fund and 3.67% in employees contribution) and deposited the same with the EPF Department with 1.61 % administrative charges in their allotted EPF Code upto15th of due month failing which interest and damages will be charged., Copy of the deposit challan for 25.61% as mentioned above shall be submitted along with running bills in the office of officer in charge of the work by the contractor. The monthly return on R-I form by mentioning the social security No. of each worker which may be obtained from EPF Department shall also be submitted in the office of Regional Commissioner and copy of the same shall be submitted to the officer in charge of the work! Accounts Branch. The contractor possessing the EPF Code of out of State of Haryana where R-(form is not applicable/introduced, they will supply the Form 3A, 6A, 12A, 5, 10 as applicable in that State by the EPF Department. It is responsibility of the contractor to make the inspection of record of deposit of EPF contribution of their labour from the EPF Department and copy of the same will be submitted 10 the officer in charge of work / Accounts Branch, The contractors having out of state, EPF Code will also get their record inspected from Local EPF office (Panipat).

7) Deposit of ESI Contribution of the workers along with Employer share.

It is statutory requirement for the contractor under ESI Act 1948 that the workers drawing gross wages up to Rs.10,000/-, 1.75% contribution is deducted from the wages of such worker and deposit along with Employer share of 4.75% i.e. total 6.5% with the authorized bank / branches of ESI Department by the contractor to cover their workers under ESI Scheme Upto 21st of due month, otherwise, interest and damage will be charged on deposit of delayed payment. The contractor will get their ESI code.

It is also responsibility of the contractor to get the facilities as provided under ESI scheme, extended to their workers viz. issuance of ESI Cards, filing the Returns on prescribed Form- 6 on due dates i.e. 12 May, 11 November, every year in local ESI office., otherwise he will be prosecuted by the ESI Department as provided in the ibid Act. In case of non-issuance of ESI Cards, the workers, will not get the medical facilities / pension benefits to the widow which are provided by the ESI Department and contractors will be responsible for consequences.

8) Deposit of Labour Welfare Fund along with Employer share.

In pursuance of Haryana Government Labour Department Gazette Notification dated 12th April, 2012, with latest amendment, the contractors are required to deduct Labour Welfare Fund @ Rs.10/- from each worker and deposit the same with Employer's share @ Rs. 20/- per worker (total Rs.30/- each worker) with the Welfare Commissioner, Haryana, Chandigarh in shape of Demand Draft in their favour along with list of workers for whom the same is being deposited. The copy of proof in this respect shall be submitted along with bills to officer-in-charge/ Account Branch.

9) Factory ACT/Minimum Wages ACT/Insurance ACT/EPF ACT etc.

Strict adherence of various applicable labour laws like the Factories Act, Minimum Wages Act, ESI Act, Payment of wages Act, the workman's compensation Act, EPF Act, Contractor labour (Regulation & Abolition) Act, 1970 and all other statutory requirements as amended from time to time to the entire satisfaction of Central/State Govt. Authorities, shall be the responsibility of the Contractor and he shall have to make good loss, if any, suffered by HPGCL on account of default in this regard by the contractor. The contractor will submit the copy of EPF challan along with ECR and ESI Challan along with its contribution details at the time of 90% payment to CLWO. The EPF contributions will be deposited by the contractor in his own EPF code no.

10) INSURANCE OF WORKERS:

The contractor will be solely responsible for any liability for his workers in respect of any accident, injury arising out and in course of contractor's employment. To meet his aforesaid obligation under the workmen compensation Act, the contractor 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 contractor. The contractor shall ensure that the said Insurance Policy of this insurance cover is required to be submitted by the contractor to Engineer-in-charge of work/CLWO immediately after issue of LOI, but before the start of work. Payment against the work done will be released to the contractor until and unless he contractor submits photocopy of Insurance cover. This is mandatory for all the contractor's workers who are not covered under ESI, while working in PTPS premises.

11) The labour clearance certificate from CLWO, PTPS, Panipat is to be attached along with the bill.

Executive Engineer/BMD-V, Unit-7,
For Chief Engineer, PTPS, Panipat

ANNEXURE-XIV

MANDATORYADDITIONALTERMSANDCONDITIONS

(To be followed by the firm) of HARYANA ENGINEERING WORKS PORTAL(HEWP)

1. **PRE-QUALIFYING REQUIREMENT (PQR)/ELIGIBILITYCONDITIONSFORTHETENDERERS**

   The firm should have a valid Registration Certificate/contractor's ID created on Haryana Engineering Works Portal. If, the intending bidders who are not registered OR not having a valid Registration Certificate /contractor's ID created on Haryana Engineering Works Portal, then the bidders are required to submit the following documents in place of Registration which should be uploaded at the time of bidding:

   A) Mandatory Documents:

   a) PAN Card.

   b) GST Certificate.

   c) Undertaking of Non-Blacklisting – (Certificate may be submitted by the bidder that the tenderer is not black listed from HPGCL, any Public Sector undertakings of Central Govt. / State Govt. /SEBs / Corporations / any other reputed Thermal / Hydel Plant etc.).

   d) Cancelled Cheque/ Proof of bank account.

   e) Proof of Address.

   B) Optional Documents

   a) TAN Number Document.

   b) Form 26AS for last three years (Provided by Income Tax Department).

   c) LLCs (Limited Liability Company) to upload last audited balance sheet.

   d) Change of constitution of agency.

   e) Litigation History (If any).

   f) List of Abandoned works (if any).

   g) Any Other relevant documents.

2. Earnest money and Earnest money declaration Form:

   a) The Bidder who does not have contractor ID on HEWP cannot participate in tendering process. Bidders who have contractor ID but have not registered on HEWP can participate in tendering process by paying the earnest money through online payment on the portal. Bidders who have contractor ID and are registered on HEWP and also have deposited one time deposit are eligible for participation in the tender by annexing bid specific Earnest Money Declaration Form (as provided in **Annexure-XVI)** generated from HEWP.

   b) The bidder, who is registered as contractor with Haryana Government and is availing the exemption available for earnest money, shall upload bid specific Earnest Money Declaration form duly downloaded from HEWP (as provided in **Annexure- XVI)**.

   c) Any bid from the registered bidders not accompanied by an acceptable Earnest Money Declaration form (in case exemption is availed) as above or not secured as above shall be rejected by the Executing Engineer In-Charge as non-responsive.

d) In the first instance, Earnest money / Earnest money Declaration Form (as per **Annexure- (XVI)** shall be opened online and checked for correctness along with tender document fee. If the earnest money declaration form/ earnest money are found in order, Technical Bid shall be opened (Online) in the presence of such contractors who choose to be present.

e) Other details can be seen in the bidding documents. The Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidder's responsibility to verify the website for the latest information related to the tender.

f) Conditional tenders will not be entertained and are liable to be rejected.

g) The tender without Earnest money / Earnest money Declaration form / Earnest money exemption certificates and tender document fee will not be opened.

h) The tender of the bidder who does not satisfy the qualification criteria in the bid documents are liable to be rejected and financial bids will not be opened.

i) The bidders may note that the works are to be carried out strictly as per the applicable laws, permits, rules and regulations. Any damages / penalties imposed by any statutory authority, like NGT etc., on account of non-compliance of any applicable laws, permits, rules and regulations shall have to be borne by the contractor.

3. Bid Validity:

a) Online Bids shall remain valid for a period of not less than 120 days from the date of opening of the price bid. A bid valid for a shorter period shall be rejected by the Executing Officer In-Charge as non-responsive.

b) In exceptional circumstances, prior to expiry of the original time limit, the Executing Engineer In- charge may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by email. A bidder may refuse the request without forfeiting his Earnest money. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Earnest money for a period of the extension in all respects.

4. Dead line for Submission of Bids:

a) The Executing Engineer In-Charge may extend the deadline for submission of bids by issuing an amendment.

b) Anyaddendum/corrigendumthusissuedshallbepartofthebiddingdocumentsa ndputon website only and shall be deemed to have been communicated to all the bidders.

c) TheExecutingEngineerIn-Chargewillassumenoresponsibilityinthisregard.

d) To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Executing Engineer In-Charge shall extend, as necessary, the deadline for submission of bids.

e) In such case; all rights and obligations of the Executing Engineer In-Charge and the bidders previously subject to the original deadline will then be subject to the new deadline.

5. Withdrawal or modification:

a) No bid shall be modified or withdrawn after the deadline of submission of bids.

b) Withdrawal or modification of a bid between the deadline for submission of bids and the expiration of the original period of bid validity as specified in tender document or as extended may result in the forfeiture of the Earnest money or invite action as per Earnest Money declaration undertaking.

6. Bid Opening: The technical bid will be evaluated on the basis of the documents submitted online by the bidder and no modification of his technical bid will be sought from the bidder. No cognizance of the documents submitted subsequently by the bidder on his own regarding his technical bid shall be taken. However, clarification can be sought up to the extent of clearing any doubt the documents already submitted online.

7. Correction of Errors: "Financial Bids" determined to be substantially responsive will be checked by the 'Executing Engineer In-Charge for any errors. Errors will be corrected by the Executing Engineer In- Charge as follows:

a) Where there is a discrepancy between the unit of any item mentioned in BOQ, from that in HSR, the unit mentioned in HSR shall prevail and the total resulting from multiplying the quoted rate by the quantity, shall be taken in to account.

b) The amount stated in the "Financial Bid" will be corrected by the Executing Engineer In-Charge in accordance with the above procedure and the bid amount adjusted in the following manner.

i) If the Bid price increases as a result of these corrections, the amount as stated in the bid will be the 'bid price' and the increase will be treated as rebate;

ii) If the bid price decreases as a result of the corrections, the decreased amount will be treated as the 'bid price'.

c) Adjusted in bid price as stated above, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and action as per provisions of Earnest Money Declaration Form shall be initiated or Earnest Money shall be forfeited as applicable.

8. Performance Security, Calculation of Additional performance security and Evaluation & Comparison of Bids (Refer standard Clause No. 29 & 30 of CBD in HEWP):

A) CalculationofAdditionalperformancesecurityandEvaluation&ComparisonofBids:

a) **HEWP's CBD clause no. 29.1:** The Employer will evaluate and compare only the bids determined to be substantially responsive.

b) **HEWP's CBD clause no. 29.2:** In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price (a) adjustments to reflect discounts or other price offered in Financial bid submitted online.

c) **HEWP's CBD clause no. 29.3:** If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices. After evaluation of the price analysis, the Employer may require that the amount of the Performance Security set forth in **Clause no. 8 B) mentioned below / standard Clause no. 34 in CBD of HEWP's ITB** be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased Performance Security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder. The amount of additional performance security shall be equal to an amount arrived at as below: -

i) If the Bid price offered by the contractor is negatively unbalanced up to the 10% of the estimated project cost (as per analytical rates / N.S. rates). In such cases no additional performance security shall be taken from the successful bidder;

ii) If the bid price offered by the contractor is negatively unbalanced below 10% and up to 20% of the estimated project cost (as per analytical rates / N.S. Rates): In such case, Additional

Performance security shall be calculated@ 20%of the {(%below quoted by the contractor – 10%) of the estimated cost of the project};

iii) If the bid price offered by the contractor is further negatively unbalanced below 20% of the estimated project cost (as per analytical rates / N.S. Rates): In such case, the Additional performance security shall be calculated@ 30%of the{(%below quoted by the contractor – 10%) of the estimated cost of the project};

iv) 20% of the total unbalanced amount of all the seriously unbalanced items (i.e. unbalanced by more than 40% of the estimated amount of that particular item/items).

Out of (i), (ii), (iii) and (iv) above Whichever is higher is to be deposited by the successful bidder.

d) **HEWP's CBD clause no. 29.4:** Validity of above Additional performance Security shall be valid until a date 28 days from the date of issue of the certificate of completion.

e) **HEWP's CBD clause no.29.5:** The Employer reserves the right to accept or reject any variation or deviation. Variations and deviations and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer, shall not be taken into account in Bid evaluation.

f) **HEWP's CBD clause no. 30:** The agency/Bidder to whom the work is allotted shall be paid lowest of the following in the running/final bills.

i) Amount calculated with the accepted rates of lowest agency.

ii) Amount worked out with the accepted percentage above/below HSR+CP/analytical rates/ NS item rates, worked out in financial statement. Financial statement will be made a part of agreement.

B) Performance Security (ReferstandardClauseNo.34&51ofCBDin HEWP):

a) **HEWP's clause no. 34.1.a):** Within 15 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional security for unbalanced Bids in accordance with **Clause no. 8 A) above / Clause no. 11 of Annexure-V / Clause no. 29.3 in CBD of HEWP's ITB and Conditions of Contract:**

i) A Bank Guarantee in the form given in Section 7/FDR in the name of Executive Engineer concerned.

ii) Performance bank guarantee shall be valid until a date 45 days after the expiry of Defect Liability-cum-Maintenance Period.

b) **HEWP's clause no. 34.1 b):** As per Haryana Govt. Co-operation Department Notification No. 8366-C-7-2016/13818, dated 08.12.2016, the performance security for Co-operative Labour and Construction Societies shall be half of the performance security applicable to contractors for works up to any value. In case of the Cooperative Labour and Construction Societies consisting of all women members or all SC members the performance security will be 25% of the performance security applicable to contractor.`

c) **HEWP's clause no.34.2:**If the performance security is provided by the successful Bidder in the form of a Bank Guarantee/FDR, it shall be issued either (a) at the Bidder's option, by a Nationalized/Scheduled Indian Bank or (b) by a foreign bank located in India and acceptable to the Employer**.**

d) **HEWP's clause no. 34.3:** Failure of the successful Bidder to comply with the requirements of Sub-Clause 34 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money/action due as per Earnest Money declaration. The bidder shall also be debarred for period of 2 year from participation in tenders in any of the Departments/Boards/Corporations etc. of Haryana Government. If the work of is an urgent nature and cannot brook delay involved in retendering, the remaining tenderers shall be offered the lowest approved rates. If more than one tenderer turns up, then preferences shall be given to the tenderer graded according to the rates quoted in the first instance.

e) **HEWP'sclauseno.34.4:**Whenevertheworkvalueisenhancedonaccountofvari ationin quantities/changeofscopeofworkduringtheexecution,beyond10%abovetheori ginal agreementamount,thecontractorshallberequiredtosubmittheadditionalPerfor mance Security in the form of Bank Guarantee @ 5% of the enhanced value of contract with the same validity as applicable to the original Performance Security and a supplementary agreement for therevisedworkvalueshallbesignedwiththedepartmentwhichshallalsodefineth emile stonesaswellasrevisedintendedcompletiondate.Thecontractorshalldeliveradd itional Performance Security within 21 days of receipt of request in this regard from the employer. **Illustration:**

Original Amount of agreement	**Enhancement**	**Amount after enhancement**	**Additional Performance**
Rs1,00,000.00	Rs10,000.00	Rs1,10,000.00	Nil
Rs1,00,000.00	Rs15,000.00	Rs1,15,000.00	5%of Rs15,000.00

f) **HEWP'sclauseno.34.5:** Failure of the contract or to submit a valid additional Performance Bank Guarantee @ 5% of the enhanced value of contract as above shall invite similar penalties

as prescribed for non-submission of original Performance Security. The time control on the revised work shall also be monitored and implemented on pro-rata basis as per the clauses applicable to the original work.

g) **HEWP's CBD Securities clause no.51.1:** The Performance Security equal to 5% (five percent) and additional security for unbalanced bids shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in Indian Rupees. The Performance Security shall be valid until a date 45 days from the date of expiry of Defect Liability-cum-Maintenance Period and the additional security for unbalanced bids shall be valid until a date 28 days from the date of issue of the certificate of completion.

h) **HEWP's CBD Securities clause no.51.2:** Whenever the work value is enhanced on account of

variation in quantities / change of scope of work during the execution, beyond 10% above the original agreement amount, the contractor shall be required to submit the additional Performance Security in the form of Bank Guarantee @ 5% of the enhanced value of contract with the same validity as applicable to the original Performance Security and a supplementary agreement for the revised work value shall be signed with the department which shall also define the mile stones as well as revised intended completion date. The contractor shall deliver additional Performance Security within 21 days of receipt of request in this regard from the employer.

9. Notification of Award and Signing of Agreement:

a) The bidder whose Bid has been accepted will be notified of the award by the Executing Engineer In- Charge prior to expiration of the Bid validity period by email confirmed by registered letter. This letter (hereinafter and in the PART-I: *General Conditions of Contract* called the "**Letter of Acceptance**") will state the sum that the Executing Engineer In-Charge will pay to the Contractor in consideration of the execution, completion and maintenance of the works, by the Contractor during defect liability period as prescribed by the Contract (herein after and in the Contract called the "**Contract Price**").

b) The notification of award will constitute the formation of the Contract; subject only to the furnishing of a Performance Security.

c) The Agreement will incorporate all agreements between the Executing Engineer

In-Charge and the successful Bidder. It will be signed by the Executing Engineer In-Charge and the successful Bidder after the Performance Bank Security is furnished.

d) Upon the furnishing by the successful Bidder of the Performance Security, the Executing Engineer In-Charge will promptly notify the other Bidders that their Bids have been unsuccessful.

e) Upon the furnishing by the successful Bidder of the Performance Security, the Executing Engineer In-Charge shall issue the "**Letter to proceed with the work**".

f) If the lowest tenderer (L-1) backs out, his earnest money shall be forfeited or action as per conditions of Bid Security Declaration Form shall be initiated. The agency will be de-barred for giving tenders for two year and the second lowest tenderer (L-2), third lowest tenderer (L-3) in order of sequence, may be called upon to bring his offer to the same level as the originally first lowest tenderer. In the event of their refusal to do so, tenders shall be recalled.

g) In case of great urgency, authority competent to accept the tender may authorize call of limited or short notice tenders.

10. Bill of Quantities/Rate quoting sheet/Price Bid Regarding:

i) The Bill of quantities shall be read in conjunction with the instructions to Bidders, Conditions of contract, Technical Specifications and Drawings.

ii) The quantities given in the Bill of Quantities are estimated and provisional and are given to provide a common basis for bidding.

iii) The basis of payment will be the actual quantities of work ordered and carried out, as measured by the contractor and verified by the Engineer and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates as the Engineer may fix within the terms of the Contract.

iv) The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, all taxes (but excluding GST) and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.

v) The rates and prices shall be quoted entirely in Indian Currency (excluding GST).

vi) A rate or price shall be entered against each item in the Bill of Quantities, whether the quantities are stated or not.

vii) The cost of items against which the contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.

viii) The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no Items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related items of work.

ix) General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the contract

documentation shall be made before entering rates or prices against each item in the Bill of Quantities.

x) Errors will be corrected by the Executing Officer In-Charge for any arithmetic errors pursuant to clause of the Instructions to Bidders.

xi) The ‘Engineer’ shall be entitled to order work against any item or work shown in this contract schedule of rates herein after called the “Schedule” to any extent and without any limitation whatsoever as may be required in his opinion for the purpose of work irrespective of the fact the quantities are omitted altogether in the “Schedule” or shown more or less than the work ordered to be carried out.

xii) Quantities given in the BOQ may vary at the time of execution of works done at site by the contractor.

xiii) Unless otherwise specified all material, machinery and labour input are to be arrange by the contractor.

xiv) As and when contractor gives condition that arrangement of water shall be made by the department, it shall be deemed that all the charges incurred thereon shall be borne by the department and recovery on the total work done shall be made from him.

xv) Rate quoted by the contractor for each N.S. item shall be for complete job including all taxes (but excluding GST), carriage etc.

xvi) Nothing extra on any account shall be paid. The payment will be made according to the actual work done by the contractor.

xvii) The online BOQ template must not be modified /replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only in the respective column.

xviii) The whole work against this tender shall be awarded to a single firm only whose overall quoted price will be lowest for the complete package of work.

xix) The tenderer will quote their rates without GST strictly as per ibid ‘BOQ/Rate Quoting Sheet’

xx) The GST shall be extra as applicable (i.e. present rate of GST is 18% of the quoted rates). If GST is claimed extra & then any variation is there in future due to introduction of new enactments & revision of tax rates by the Govt., the same shall be passed on by respective parties.

Executive Engineer/BMD-V,
Unit-7, For Chief Engineer, PTPS, Panipat

ANNEXURE-XV

STANDARD OPERATING PROCEDURES FOR TAX COMPLIANCE

A) Standard Operating Procedures to be followed to monitor GST Compliance:

1) ESI/EPF of each employee should be deposited by the contractor on time to the concerned department. A copy of ESI/EPF statement of each and every labour/ worker is to be deposited by the contractor with Bill.
2) Contractor shall issue wages lip to each labour/worker every month.
3) Submission of GST Documents & Compliances to be made by the Contractor:
   i) ItistoensurethattheallprospectivebidderstosubmitcopyofRegistrationCertificateunder GST.
   ii) The following undertaking (on the letter head of bidder) to be made part of mandatory documents to be submitted by all bidders:

      GST registration no.......................... is valid on date.

   No default has ever been made by bidder in filling the various GST returns and deposit of GST dues with the department.

   Bidders having multiple registrations under GST will submit undertaking for each& every GST number. A default under a GST number even if the GST number pertains to some other state, will make the contractor ineligible to participate in tender.

      In addition, the successful bidder will also submit the following undertakings in addition to above immediately after issue of work order and with the submission of each & every bill unless mentioned otherwise:

   A CA certificate regarding validity of GST registration will be submitted every six months during the tenure of contract.

   Contractor will submit copies of GSTR-I and GSTR-3B/challans as evidence to deposit of GST with certification that GST collected from HPGCL, to be specified in exact rupees, has been paid to Govt. vide this challan (specifying the challan no. & date of deposit) and returns filed (date of filing of return) includes the transaction of supply of Good or/and services to HPGCL.

   Contractor will inform immediately the HPGCL about initiation of any proceeding (if any) against him under the GST laws which may result in suspension or cancellation of GST number of the vendor.

   Undertaking to indemnify the HPGCL in case of any financial implication on HPGCL due to non-compliance of prescribed obligation under the GST Law on part of the Supplier/vendor.

   Copies of GSTR-1, GSTR-2A and GSTR-3B along with copies of invoices raised to HPGCL, duly reconciled with three returns to be submitted on quarterly basis.

   iii) The GST Registration status of contractor will be verified from the official website **www.gst.gov.in**.
   iv) The address of contractor, the place from which supplies/work will be made or the invoice will be raised, mentioned in bid document should match with the GST registration number on the department's website. In case contractor is having multiple GST registration numbers, executive to ensure that GST

number linked to place of contractor should be submitted to HPGCL.

v) Filling status of following returns is to be verified that the returns are being filed by contractor within due dates:

Return	Periodicity of filling	Return for
GSTR1	Monthly	Outward supplies
GSTR2A	Monthly	ItsautopopulatedonGSTportalonthebasisofGSTR1filedby Vendor.
GSTR3B	Monthly	Payment of GST
GSTR9	Yearly	Compilation of outward and inward supplies/works, made during The FY
GSTR9C	Yearly	Analytical statement on GST returns certified by GST Auditor

vi) All the undertakings, as specified in the e-NIT, submitted by bidders will be verified. Failure to submit unconditional undertakings will render the bidder to ineligible at technical stage of evaluation

vii) Contractor is to verify that the invoice submitted to Executive wing is in Performa as specified under GST law (Section 31 to 34 of CGST Act read with rules 46 to 55A of the CGST rules deal with the Tax invoice, Credit notes and debit notes) with correct GST number of HPGCL so that no difficulty is faced by HPGCL while claiming Input Tax Credit of GST due to incorrect GST number and also to reconcile the GST number and address of firm as per invoice with the GST number & address given in tender documents submitted by firm and the duly verified invoice will be submitted to accounts wing after verification of all above.

viii) After the implementation of the invoice w.e.f. 01 Oct 2020 generation of e-invoice from common e-invoice portal for B2B supplies by person having aggregate annual turnover of more than 500 Crores has been made compulsory and w.e.f. 01 Jan 2021, generation of e-invoice for GST supplies by the person having aggregate turnover of more than Rs. 100 Crores has been made compulsory and w.e.f. 01.04.2021, generation of e-invoice for GST supplies by the person having aggregate turnover of more than Rs. 5Croresisproposedtomadecompulsory. The supplier has to furnish e-invoice containing the invoice reference number (IRN) and QR code. It is worthwhile

to note that any tax invoice including tax credit/ debit note issued by such notified person for B2B suppliers without following the e-invoicing procedure shall not be treated as a valid document.

ix) Submit aundertaking in case the firm is not generating e-invoice in following format: -

We M/s.………………………………………………………………having PAN

……………………………….. and GSTIN Registration Number ……………………………………….. hereby undertake that out Aggregate Turnover (as per Section 2(6) of Central Goods and Services Tax Act, 2017)forFY2019-20doesnot exceed the prescribed threshold(as on the date of this declaration) for generation a Unique Invoice Registration Number

(IRN) and QR code as per the provisions of Central Goods and Services Tax Act, 2017 and rules there under ("GST Law").Further, we also undertake that if the aggregate turnover of M/s

…………………………………………………………………...exceeds the current threshold or revised threshold notified by Government of India at any future date, then we shall issue invoice and credit note in compliance with the required provisions of GST Law. In case of any queries from the any state or centre Goods and Services Tax authorities, M/s.

… .... will be solely responsible.

YoursTruly,

For M/s.…………………………………………………………………...

Authorized Signatory Name: Designation

x) In case of failure at the end of contractor regarding deposit of tax and in complying with conditions mentioned above, HPGCL will have right to recover the GST amount in default along with interest & penal amount and deposit the same directly with GST department on behalf of contractor to the credit of HPGCL.

xi) Contractor will undertake to immediately inform the HPGCL about any amendment in the GST certificate and to immediately submit the updated registration certificate.

xii) EMD and Securities/Bank Guarantees taken by HPGCL against the work order may be refunded only after payment of GST by Supplier/Vendor which was charged from HPGCL.

xiii) In case of any issue arises w.r.t. failure by the firm in GST compliances, all future payments to be put on hold.

B) Standard Operating Procedures to Monitor Compliances under TDS Provisions of Income tax Act:

i. Any person making specified payments mentioned under the Income Tax Act are required to deduct TDS at the time of making such specified payment (annexure-I). The SOP deals with procedure to be followed when HPGCL deducts the tax while making payment to others and when tax is deducted from payments made to HPGCL.

i) HPGCL as a Dedicator of tax:

a) Any tax deducted from payment to any person is a liability of HPGCL and the tax is to be deposited invariably on or before the due date as per annexure-I by filing challan no. ITNS-281.

b) Filing of TDS return is mandatory and the return should be filed on or before the due date as per annexure-I.

The type of return to be filed is as under:

ii) Form Transaction to be reported

24Q-TDSonsalaries

26Q-
TDSonallpaymentsexceptsalarie
s 26QC - TDS on rent

b) As per section 196 of Income Tax Act 1961, no deduction of tax shall be made by any person from any sums payable to Govt. (State & Central Govt.)

c) As per Circular No.18/2017,The Central Board of Direct Taxes (the Board) for such entities whose income is unconditionally exempt under Section 10 of the Income-tax Act (the Act) and who are also statutorily not required to file return of income as per Section 139 of the Act, there would be no requirement for tax deduction at source (TDS) from the payments made to them since their income is anyway exempted from tax under the Act.

(iii) HPGCL is in receipt of payment net of TDS:

a) Payer to submit an undertaking that all the TDS pertaining to HPGCL will be deposited and return of TDS so deposited will be filed, with in due time.

b) Staff to monthly monitor the Form 26AS to ensure that the TDS deducted out of payment of HPGCL has been deposited to the PAN of HPGCL.

c) In case, TDS deducted is not updated inForm26 As after expiry of due date of filing of TDS return, issue needs to be taken up with the concerned party

d) Staff to undertake periodic reconciliation of TDS as per 26A Sand TDS as appearing in books.

e) TDS so deducted by other party should be claimed in Income Tax Return of that financial year

(iv) Specified Payments/Transaction applicable to TDS:

a) TDS is to be deducted on the specified transaction mentioned under Income tax act. These transactions are given below with their section, limits &rateasperFY2019-20i.e.AY2020-21.

Section	**Income Type**	**Limit**	**TDS Rate In%**
192	Salary Income	As per Basic Exemption limit & deduction	_
193	Interest on securities	Rs.10,000	10%
193	Interest on debenture	Rs.5,000	10%
194	Dividend other than listed company	NA	10%
194A	Interest other than on securities by other than Bank/FIs	Rs.5,000	10%
194H	Commission on brokerage	Rs.15,000	5%
194I	Rent of Land, Building and Furniture	Rs.2,40,000	10%
194I	Rent of plant &machinery	Rs.2,40,000	2%
194IB	Rent	Rs.50,000per month	_
194IA	Transfer of immovable property other than agriculture land	Rs.50lakh	1%

194C	Payment to contractor/subcontractor(single transaction)	Rs.30,000	2%
194C	Payment to contract or during the year	Rs.1,00,000	2%
194J	Professional fees/Technical fees etc.	Rs.30,000	10%

b) Due date for payment/depositing TDS/ return filed

Date of ending of the quarter of FY	**Due date for filling of return**
30th June (April–June)	31st July of FY
30th September (July-September)	31st October of FY
31st December (Oct.-Dec.)	31st January of FY
31st March (Jan.-March)	31st May of FY immediately following FY
Months	**Due date of TDS payment**
April to February	7th of following month
March	30thApril

Executive Engineer/BMD-V,
Unit-7, For Chief Engineer, PTPS, Panipat

ANNEXURE-XVI

Earnest MoneyDeclaration Form

(In case of bidder is registered as contractor with Haryana Government on Haryana Engineering Works Portal)

1. I hereby submit a declaration that the bid submitted by the undersigned, on behalf of the bidder,(name of theBidder),shallnotbewithdrawnormodifiedduringtheperiodofvalidity. i.e. not less than120(one hundred twenty) days from the bid due date.
2. I, on behalf of the bidder, (Name of Bidder), also accept the fact that in case the bid is withdrawn or modified during the period of its validity or if we fail to sign the contract in case the work is awarded to us or we fail to submit a performance security before the deadline defined in clause 34.1 of the tender document, then (Name of Bidder) will be debarred for participation in the tendering process in any of the Department/Boards/Corporations etc. of the Government of Haryana for a period of Two years from the bid due date of this work

(Signature of the Authorized Signatory)

(Official Seal)

ANNEXURE-XVII

FORMAT FOR THE AFFIDAVIT

(NOTE: This affidavit should be on a non-judicial stamp paper of Rs. 10/- and shall be attested by
Magistrate/Sub-Judge/ Notary Public)

Name of work____

I,(name of the authorised representative of the bidder) son/daughter of ... .resident of……………………………...........(full address), aforesaid solemnly affirm and state as under:

1. I, undersigned, do hereby certify that all the information furnished and statement's madeinresponsetothisnoticeinvitingbidaretrueandcorrectandnothinghasbeenconcealed.
2. I, undersigned or our firm M/s____ have never been blacklisted or debarred by any State Govt. /Central Government/Autonomous Body/Authority in Law.
3. I, undersigned or our firm M/s have never been declared bankrupt/ insolvent as on date.
4. The undersigned hereby authorize(s) and request(s) any bank, person, firm PSU/Authority or Corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding may (our) competence and general reputation.
5. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/Project implementing agency.
6. I, the undersigned do hereby undertake that our firm M/s would invest a minimum cash upto 25% of the value of the work during implementation of the Contract.
7. I, the undersigned do hereby undertake that our firm M/s agree to abide by this bid for a period of 120 days from the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.
8. I, the undersigned do hereby undertake that our firm M/s agree to deploy on this work the machinery, equipment and technical personnel as mentioned in the bid document.
9. *I hereby certify that I have been authorized by …………………………… ………….. ……..……………………… (the bidder) to sign on their behalf, the bid mentioned in paragraph 1 above.

Place: ……………..
Date: ………………

Deponent Signed by an Authorized
Officer of the firm (Deponent)

*not applicable if the bidder is an individual and is signing the bid on his own behalf.

ANNEXURE-XVIII

UNDERTAKING for Part-I & part-II

Description of the Works :

To :

Address :

1. With full understanding that Part-II of our bid (Financial bid) will be opened only if I/We qualify on the basis of evaluation in Part-I of the Bid (Technical bid), I/We offer to execute the Works described above and remedy any defects therein in conformity with the conditions of Contract, specifications, drawings, Bill of Quantities and Addenda for an amount quoted in the Financial Bid.
2. I/We agree to abide by this Bid for the period of 120 days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
3. Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
4. I/We undertake, if our Bid is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the document.
5. I/We understand that you are not bound to accept the lowest or any tender you may receive.

Signature of Authorized Signatory..

Name and Title of Signatory...................................... Name of Bidder...

Authorized Address of Communication........................ Telephone Nos. (Office) ………………………………
Mobile No.………………………………………………
Facsimile (Fax) No.……………………………………
Electronic Mail Identification (Email ID) ……………… **Place: ……………………………………………………… Date:……………………………………………… ……**