RAJIV GANDHI THERMAL POWER PLANT
(A Unit of Haryana Power Generation Corporation Limited)
(Regd. Office: C-7, UrjaBhawan, Sector-6, Panchkula)
Corporate Identity No. U45207HR1997SGC033517
GST Registration No. 06AABCH4536J1ZM **PAN No. AABCH4536J**
Website:-www.hpgcl.org.in, Email ID: xenbmd1.rgtpp@hpgcl.org.in

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

E-TENDER DOCUMENT

FOR

"Providing and installation of flooring of badminton court at RGTPP colony, Khedar (Hisar)."

NIT No.01/XEN/BMD-I/SS/RGTPP/2026-2027
Dated:-18.11.2026

Executive Engineer/BMD-I.
For CHIEF ENGINEER/RGTPP,
HPGCL, KHEDAR, HISAR.

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HARYANA POWER GENERATION CORPORATION LIMITED
Regd. Office – C-7, UrjaBhawan, Sector-6, Panchkula
Corporate Identity Number: U45207HR1997SGC033517
GST Registration No. 06AABCH4536J1ZM **PAN No. AABCH4536J**
Website: www.hpgcl.org.in **Telephone No.** 82220-23857
An ISO: 9001, ISO: 14001 and OHSAS: 18001Certified Company

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HARYANA POWER GENERATION CORPORATION LIMITED
Regd. Office – C-7, UrjaBhawan, Sector-6, Panchkula
Corporate Identity Number: U45207HR1997SGC033517
GST Registration No. 06AABCH4536J1ZM **PAN No. AABCH4536J**
Website: www.hpgcl.org.in **Telephone No.** 01693-250552
An ISO: 9001, ISO: 14001 and OHSAS: 18001Certified Company

NOTICE INVITING E-TENDER

E-tenders in two parts are invited on behalf of Haryana Power Generation Corporation Limited (HPGCL) Khedar, Hisar from eligible parties, for the work of **"Providing and installation of flooring of badminton court at RGTPP colony, Khedar (Hisar)."**

Tender Enquiry No.	**NIT No.01/XEN/BMD-I/SS/RGTPP/2026-2027**
Description of Work	**Providing and installation of flooring of badminton court at RGTPP colony, Khedar (Hisar).**
Earnest Money	Rs. 7300/-
Cost of Tender documents (Non-refundable)	Rs. 1,180/-
E-services fees (Non-refundable)	Rs. 1,180/-
Start date and time of tender uploading	18.11.2026 1:00 pm.
Last date for submission of online tender	01.12.2026 1:00 pm
Due date & time of opening of technical bid (Part-I)	03.12.2026 4:30pm
Contact Information	Sh. Sudhip Nandy, XEN/BMD-I (Mob. No. 82220-23857).

----------Sd----------
Executive Engineer/BMD-I,
for Chief Engineer/RGTPP,
HPGCL, Khedar, Hisar.

ANNEXURE-I

INSTRUCTIONS TO BIDDER ON ELECTRONIC TENDERING SYSTEM

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

1. **Registration of bidders on e-Procurement Portal:**
   All the bidders intending to participate in the tenders processed online are required to get registered on the centralized e-Procurement Portal i.e.,https://etenders.hry.nic.inPlease visit the website for more details.

2. **Obtaining a Digital Certificate:**
   2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
   2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicants PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – https://etenders.hry.nic.in
   2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying.
   2.4 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt the data and sign the hash during the stage of bid preparation & hash submission. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).
   2.5 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
   2.6 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
   2.7 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3. **Pre-requisites bidding:**
   In order to bid online on the portal https://etenders.hry.nic.in, the user machine must be updated with the latest Java. The link for downloading latest java applet is available on the Home page of the etendering Portal.

4. **Online Viewing of Detailed Notice Inviting Tenders:**
   The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at https://etenders.hry.nic.in

5. **Download of Tender Documents:**
   The tender documents can be downloaded free of cost from the e-Procurement portal https://etenders.hry.nic.in

6. Key Dates:

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

Sr. No.	Department Stage	Bidder's Stage	Start Date (DMY)	Start Time	Expiry Date (DMY)	Expiry Time
1.		Downloading of tender document, Bid Preparation and submission.	18.11.2026	01:00pm	01.12.2026	01:00 pm
2.	Technical Opening (Part-I)	03.12.2026 04:30pm				
3.	Short listing of technical bids & Opening of Price Bid (Part-II).	Will be intimated to the Eligible firms on their Email-id provided by the firms.				

ANNEXURE-II

Information Regarding Online Payment of Tender Document, eService & EMD Fee.

1. The Bidders can download the tender documents from the Portal:https://etenders.hry.nic.in..

2. The Bidders shall have to pay for the Tender documents, EMD Fees & e-Service Fee online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between contractors and online payment authorization networks. The Payment for Tender Document Fee and eService Fee can be made by eligible bidders/ contractors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT.For online payments, Home page of the e-tendering portal https://etenders.hry.nic.in may be referred.

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. Those agencies who are exempted from EMD, should submit proof of related documents at least 10 days before end date of "**Downloading ofTender Documents & Bid Preparation**" stage to **publisher of the tender i.e., concerned Executive Engineer.**

The following are exempted from depositing the earnest money: -

i. Public Sector Undertakings of the Central / Haryana State Government.
ii. Firms borne on DGS&D, DS&D Haryana rate contracts.
iii. Firms registered with the Director of Industries, Haryana or registered with National Small scale Industries Corporation, Govt. of India.
iv. Firms borne on the HPGCL"s approved list of suppliers which may have made a permanent earnest money deposit of Rs. 10.00 Lacs at the respective Project/ office of HPGCL, if they quote the Registration number given by the respective project/ office of HPGCL in their tender papers.
v. Bidders who have contractor Identity and are registered on HEWP & have deposited one time deposit are also eligible EMD exemption. However, bidder shall submit bid specific Earnest Money Declaration Form generated from HEWP.

6.1 The bidders shall upload their technical offer containing documents, qualifying criteria, technical specification, schedule of deliveries, and all other terms and conditions except the rates (price bid). The bidders shall quote the prices in price bid format.

6.2 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.

6.3 The tenderer can submit their tender documents (online) as per the dates mentioned in the key dates in Annexure-I.

7. Tender Closing:

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

Note:

A. If bidder fails to complete the Online Bid Submission stage on the stipulated date and time, his/hers bid will be considered as bid not submitted, and hence not appear during tender opening stage.
B. 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.
C. For help manual please refer to the e-Procurement website at https://etenders.hry.nic.in.

Special instructions to the Contractors/ Bidders for the e-submission of the bids online through this e-Procurement Portal.

1. Bidder should do online Enrolment in this portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized certifying Authorities such as e-mudhra CA/GNGNFC/IDBRT/MtnlTrustline/Safescrpt/TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrolment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC one mapped to an account cannot be remapped to any other account. It can only be Inactivated.
5. The bidders can update well in advance, the documents such as certificates, purchase order details etc… under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidders should go through them carefully and then submit the document as per the document, otherwise, the bid will be rejected.

7. The 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 that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there any clarifications, this may be obtained only through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
9. Bidder, in advance should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
10. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission and time for the tender.
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
13. There is no limit on the size of the file uploaded and the server end. However, the upload is decided on the Memory available at the client system as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
14. It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
15. In case of offline payments, the details of the Earnest Money Deposit (EMD) documents submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the tender will be summarily rejected.
16. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
17. The bidders may submit the bid documents online mode only, through this portal. Offline document will not be handled through this system.
18. At the time of freezing the bid, the e-procurement system will give a successful bid updation message after uploading all the bid document submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will at as a proof of bid submission for a tender floated and will also at as an entry point to participate in the bid opening event.
20. Successful bid submission from the system means the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc… in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid document become readable only after the tender opening authorized individual.
24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socked Layer (SSL) with 256-bit encryption technology. Data encryption of sensitive fields is also done.
25. The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

---Sd---
XEN/BMD-I,
For Chief Engineer / RGTPP,
HPGCL, Khedar, Hisar

Annexure-III

GENERAL INSTRUCTIONSTO THE BIDDERS

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

The tender documents will only be accepted for those who qualify the following criterion: -

i. The bidders must have experience of having successfully executed Work Order(s) in HPGCL / NTPC / Any SEBs/Any PSUs/Any corporations / Central Govt. / State Govt. / Semi Govt. or in any Thermal/Hydel Plant and have average annual turnover and other eligibility conditions as given below: -

Experience of Execution of Work Order

Bidder must have successfully executed the Work Order(s) for same or similar work during the last 7-years ending last day of the month previous to the month in which applications are invited having minimum order value as under-

Single order of the values not less than Rs. 2,88,864/-

OR

Two orders of the values not less than Rs. 1,80,540/- each

OR

Three orders of the values not less than Rs. 1,44,432/- each"

Note-: Similar work item should not mislead with specific or same work /item in general, wherever possible its broader interpretation should be taken to avoid restrictive competition.

ii. Bidder must have average annual turnover in last three consecutive financial years ending 31.03.2026 shall not be less than Rs. 3,61,080/- Other income will not be considered for calculating the annual turnover.

Note: In case where audited results for 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.

iii. The contractor should have HEWP Contractor ID, GST No., EPF Account No., ESI No. & PAN No.

iv. The contractor should have registered under Contract Labour (Regulation & Abolition) Act, 1970 and possesses a valid labour license for deploying the workers on the work or will obtain the same within 15 days of issuance of work order

v. **Bidder has to certify itself for its eligibility with supporting documents to participate in the NIT stating that it is not under any default towards compliances under any of the labor laws 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 regulations 36 & 37 of the HPGCL Works and Purchase Regulations 2015.**

vi. The firm should submit a certificate that the firm is not blacklisted by HPGCL or any other Centre or State Power Utility/Board or Corporation/or any other Thermal/Hydro Electricity project.

vii. In case where audited results for the last preceding financial years are not available for determining the average annual turnover, certification of financial statements from a practicing charted accountant shall be considered acceptable.

viii. The firm should submit a certificate that the firm is not blacklisted in any organization during last 5 years ending start/publish date of issue of NIT.

ix. **Bidder(s) shall have HEWP contractor Identity while applying for the tender, failing to which tender will be straight away rejected.**

x. 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.

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

xii. The firm has to submit the copy of work orders executed by them along with completion/performance certificate or copy of the repeated work orders from the

same agency/enterprises/power plant etc. duly attested in support of qualifying condition and as a proof of satisfactory execution of work.

Note: -

2. 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 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 regulations (36 and 37) of the corporation.
3. The firm has to follow standard operating procedures to monitor GST compliance as attached as Annexure-VII.
4. If the bidder has a supply/ work order for a period of more than one year, the period and the proportionate value of the order which have been completed ending 31.01.2022(duly supported by successful completion/ execution certificate for the such period/ value) shall be taken into consideration for assessing the eligibility criteria.
5. 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.
6. The firm should fill statement of bidders Performa as per Annexure-VIII and submit authentic supporting documents for proving its credential. Original documents may be asked for verification at the time of finalizing the tender.
7. Decision of the HPGCL regarding fulfillment of Pre-qualification requirement shall be final and binding upon the bidders.
8. The tender will only be submitted on the centralized e-procurement portal i.e.https://etenders.hry.nic.in.
9. Before submitting tenders, the instructions may be read carefully regarding submission of tender. If any bidder finds discrepancies or omissions in the tender documents or is in doubt as to the true meaning of any part, he shall clarify same from tender issuing office in writing before the due date of submission of the bid.
10. The “Application for Bidding” along with the “Terms and conditions of the contract and its all Annexure should be submitted duly filed up completely and signed on each page by the tenderer online. Work offered should be strictly according to the specifications of scope of work and to the terms & conditions of the NIT. Unless a deviation from the specifications and terms and conditions given in NIT is pointed out by the tenderer specifically, it will be presumed that offer/ Tender conforms to the specifications and terms and conditions as laid down in NIT.
11. The tenderer shall submit their tender in two parts- the first part containing documents for qualifying criteria, technical specification, schedule of deliveries, and all other terms and conditions except the rates (price bid), and the second part containing the rates (price bid) quoted for each item as well as other related terms like GST, price escalation, etc.
12. The tenderer will quote their rates STRICTLY AS PER THE RATE QUOTING SHEET. No deviation in terms shall be allowed.
13. The application for bidding along with all the detailed terms & conditions should be submitted online. Tenders through Fax / E-mail / telegraphic tenders shall not be considered. Incomplete, obscure or irregular tender is liable for rejection. If the tenderer deliberately gives wrong information in his tender, HPGCL reserves the right to reject such tender at any stage. The tenderer will quote their rates strictly as per details of specifications.
14. All tenders received against open tender enquiry irrespective of whether they are from the approved contractors on the registered list or others, shall be considered, provided they are on the prescribed form and in accordance with the tender conditions and specifications.
15. 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 NIT, otherwise, the tender shall be liable to be rejected.
16. The rates quoted by the tenderer should be very competitive and as prevailing in the market and should be firm and lump-sum. Prices should be quoted per unit also wherever applicable and asked.
17. The validity of the tender/offer shall be for 120 days from the date of opening of the price bid.
    a. Suomoto revised price bid / supplementary Part-II will not be accepted after the last date of submission of the tender. However, in case revised price bid is submitted by the bidder

Suomoto but prior to the due date of submission of the tender, then the revised price bid only, shall be opened and considered by the purchasing authority.

18. The rate negotiations could be held up to L3 bidder, if the difference between the L1 quoted rates and those quoted by L2 and L3 is within 5% of the L1 quoted rates. In case where the L1 bidder refuses to further reduce his offered price and the L2 or L3 bidders come forward to offer a price which is better than the price offered by L1 bidder, the bidder whose price is accepted becomes L1 bidder. However, in such a situation, the original L1 bidder shall be given one more opportunity to match the discounted price. In case of acceptance, he would be treated as L1 bidder.
19. No deviation shall be allowed. However, in case of deviation of taxes etc., the same be loaded for comparison purpose.
20. 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.
21. The bidders / contractors shall observe the highest standards of ethics during the submission of tender, procurement and execution of the contract. In case of evidence of cartel formation by the bidder(s) EMD is liable to be forfeited.
22. The bidder shall bear all costs including bank charges, if any, associated with the preparation and submission of his bid, and the purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
23. **The whole work against this tender shall be awarded to a single firm i.e L-1 bidder whose overall quoted/equated prices are lowest for the complete package.**
24. Purchaser 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.
25. **INSPECTION OF SITE OF WORK**: - Before tendering, the tenderer is advised to inspect the site of work, the environment & get acquainted with the actual work & other prevalent conditions, facilities available. No claim will be entertained later, on the ground of lack of knowledge.

----------Sd----------
Executive Engineer/BMD-I,
for Chief Engineer/RGTPP,HPGCL,
Khedar, Hisar.

Annexure-IV

GENERAL TERMS AND CONDITIONS OF CONTRACT

1) CONTRACT AGREEMENT: -

The contractor shall execute a contract agreement with HPGCL on a Non-Judicial Stamp Paper of appropriate value within 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: -

3.1. Every tenderer, while submitting his tender, should online deposit an amount of Rs.7300/- (Seven thousand three hundred) as the earnest money.

3.2. EMD deposited by successful bidder shall be kept as security deposit beside the retention money held from the running bills for stage payment.
(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).

3.3. The Security Deposit shall be 10% of the Contract value in all the cases. The deduction of the security deposit shall be regulated as per following: -

10 % amount of the appropriate bill *shall be kept as security deposit.*

3.4. The security deposit and EMD of the contractor shall be retained by HPGCL for faithful execution of the contract.

3.5. Security deposit shall be released only after completion of the entire period of the contract and after completion of **ONE YEAR of Guarantee/Warranty period**, on the certificate of Engineer In-charge/EIC for successful completion of Guarantee/Warranty period and submission of requisite documents like last EPF/ESI return by the contractor.

3.6. No interest shall be paid on EMD / Security Deposit for the period it remains deposited with HPGCL.

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

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

4) PAYMENT TERMS: -

100% payment, after deducting 10% security deposit and other statutory deductions,of the monthly running bill shall be made after satisfactory completion of work done. The payment will be done by Sr. AO, RGTPP, Khedar through RTGS.

5) MODE OF PAYMENT: -

The payment shall be made by Sr. AO, RGTPP through RTGS on monthly basis for the work entrusted for the firm. The running bill shall be processed within 10 days after the same is presented (In Triplicate) after completing all the formalities by the contractor. For payment firm will submit Account No., Type of Account, IFSC Code etc. to Sr. AO / AO, RGTPP.

6) CONTRACT COMPLETION PERIOD: -

The completion period of the work shall be **60 days** after handing over of site by the concerned division. The LOI/work order will be issued after handing over of site by the concerned division to the execution division. 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.

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) PENALITY FOR DELAY:

Time is essence of the contract. The contractor shall ensure timely completion of job as per stipulated completion period. In case of delay in completing the work/job as per completion period (clause no. 6 of NIT), penalty for delay will be imposed @1% of total contract value per day or part there of shall be imposed subject to maximum of 10% of the contact value.

Note: -The contract value means basic value of the contract exclusive of taxes & duties, if charged separately.

9) DOCUMENTATION: -

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

i. Contractor shall submit monthly bill in duplicate to the executive in-charge along with the followings: -

- **a.** Monthly Bill for the work done should be in duplicate. The bill should be on the contractors bill book duly serially numbered and bearing date of issue, contractors EPF Code, ESI Code, GST No., PAN No., A photo copy of the EPF Code, ESI Code, GST No., Labour License, PAN No. shall be attached with thebill for reference and record.
- **b.** Self-attested copy of the deposit challan of EPF contribution, ESI contribution labour welfare fund deposited by the contractor for the labour engaged for the work duly validated with dossier of works and their account number in the appropriate prescribed performa.
- **c.** Self-attested copy of the attendance sheet, wages register and evidence of wage payment with wage slip.

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 the: -

- **a.** Work has actually been done as per the contract and to the entire satisfaction of EIC.
- **b.** The record entry of the work done has been taken in the small measurement book (SMB) at Page No. ____ dated _____.
- **c.** No penalty is leviable on the contractor on any account as per the contract if leviable the amount of penalty is _____.
- **d.** 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: -Documentation 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: - Not Applicable

11) FORCE MAJEURE: -

The delay in completion of 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 ofCivil& Military authority, fires, floods, strikes, lock-outs, freight embargoes, war risk riots and civil commotion.

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.

12) WARRANTY: -

I. The contractor shall provide warranty for the workmanship of the work done for a period 12 month from the date of completion of work.

II. During this period if some equipment (s) which has been attended by the contractor, is found to be defective, the same will have to be attended again without any additional charges to HPGCL. In such case, warranty period shall start from the date of such repair/rectification. In case the contractor fails to respond within a reasonable time, the job will be got done from any other agency at risk and cost of the contractor.

13) IDLE LABOUR CHARGES: -

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.

14) OVER RUN 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 Income 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, 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. All the workers engaged by the contractor/firm should be registered under ESI scheme.

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 workman 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 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 L.O.I, 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 initiated against the contractor.

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

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

21) ARBITRATION: -

All the 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 or both the contractor and the corporation under this 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 Arbitrator of Managing Director/ HPGCL or an officer appointed by the MD, HPGCL as his nominee. The Award of the Arbitrator shall be final and binding on the parties to the contract.

22) LAWS GOVERNING CONTRACTS: -

All contracts shall be governed by the laws of India for the time being in force. Irrespective of the place of delivery, place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued. 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.

The contract may be short closed at any time during the period of contract by HPGCL without assigning any reason by giving a notice of one month, for which no compensation shall be payable to the contractor

23) SET OFF: -

Any sum of money due and payable to the supplier under the contract (including security-deposit returnable to the supplier) may be appropriated by the HPGCL and set-off against any claim of the Corporation for the payment of a sum of money arising out of under that or any other contract entered into by the contractor with the HPGCL.

24) SUBLETTING AND ASSIGNMENT: -

The Supplier 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 purchaser.

25) **<u>GST COMPLIANCE & INCOME TAX ACT COMPLIANCE</u>**: The firm has to follow standard operating procedures to monitor GST compliance & Income Tax Act Compliance as attached as Annexure-VII.

----------Sd----------
Executive Engineer/BMD-I,
for Chief Engineer/RGTPP,
HPGCL, Khedar, Hisar.

Annexure-V

SCOPE OF WORK

The proposed work shall include the removal of the existing damaged vinyl flooring if required, cleaning and preparation of the existing floor surface, necessary levelling and repair of the substrate, application of suitable adhesive, and laying of new sports-grade flooring of

- Brand YONEX or any other equivalent brand.
- Modal Name AC 364 or any other equivalent.
- Thickness-4.5 mm

as per size of already existing flooring to be provided as per direction of Engineer in charge.

Complete in all respects. The flooring shall have adequate anti-slip properties, shock absorption, durability, and suitable playing characteristics for badminton.

----------Sd----------
Executive Engineer/BMD-I,
for Chief Engineer/RGTPP,
HPGCL, Khedar, Hisar.

Annexure-VI

SPECIAL TERMS & CONDITIONS

1. This office reserves the right to reject any or all tenders without assigning any reason what-so-ever.

2. Electricity will be supplied free of cost by HPGCL at one point and further arrangement will be made by contractor.

3. Water will be supplied by HPGCL at one point and further arrangement done by agency at its own level.

4. The contractor shall be responsible for protection work which has been completed by other contractor.

5. The contractor shall effectively protect the work from action of weather and from injury or defacement and shall cover finished parts where required for them through protection. Face work shall be left perfectly clean and free from defects.

6. The contractor shall continuously maintain adequate protection of all his work from damage and shall protect adjacent properly from injury or loss in connection with the contract operations. The contractor shall provide all passage ways, guard fences, lights and other facilities for protection required by public authorities or local conditions.

7. While working on site contractor will do proper barricading and fix proper signs in the working area.

8. The firm will get clearance certificate from labour safety officer and labour welfare officer before submitting the bill.

9. Testing of Material: - If required, the material will be got tested by the firm at his own cost from the govt. approved lab. The approved lab where the testing is to be carried out will be decided by Engineer-in-Charge and it may be located anywhere in India.

10. The contractor himself shall visit the plant frequently for checking and supervising the cleaning work and to discuss the progress of work time to time with the Officer-In-Charge and for taking further instructions.

11. The contractor shall make his own arrangement of draining out of the rain water from site, no extra cost will be paid for this job.

12. The contract may be short closed at any time during the period of contract by HPGCL without assigning any reason by giving a notice of one month, for which no compensation shall be payable to the contractor.

13. Tax invoice shall be raised by supplier / contractor and service provider which should contain invariably their GST Registration No., HSN Code, PAN No., Place of Business with Address and a Unique Invoice No. suffix with RGTPP so that the invoice could be distinguish with other business of HPGCL i.e., PTPS, DCRTPP, FTPS & Corporate Office.

14. VARIATION / DEVIATION: -
The quantity of item can be vary up to any extent but overall variation of amount will be allowed up to **±10%**of total amount of the work order.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.

15. Following undertaking –cum-indemnity bond shall be submitted by the firm regarding GST against the NIT and also along with bill(s):-

i. Certified that we are registered as taxable person under GST Act, our GST no. is ------ and which is active on ----------.

ii. Certified that bill for the month of ---------- in which GST has been claimed is included in all the GST returns submitted by us to the GST authorities.

iii. Certified that we shall deposit the amount of GST collected from RGTPP/HPGCL to the Government exchequer within the time specified under GST law.

iv. Certified that the goods/service on which GST has been charged have not been exempted from GST under GST Act. The rate/amount of GST In these goods/services is correct under the provisions of the GST Act.

v. We give undertaking–cum-indemnity bond to RGTPP/HPGCL that we shall indemnify to RGTPP/HPGCL for any loss sustained in case we does not deposit the GST to the government exchequer, which it has recovered from the M/s HPGCL as tax.

16. Negligence in case the delay is not covered under the force majeure reasons then:-

i. In case the delayed completion of work is accepted, the damages for delay will be recovered from the firm as per clause 8 of General Terms and Conditions.

ii. In case the firm delays completion of work, HPGCL reserve the right to get the work done from any other source at the risk and cost of the firm after serving notice of three days to the firm, without prejudice to other terms and conditions of the work order.

17. No Compensation for any damage cause to the work / materials by him, folds or other natural calamities shall be paid to the contractor. The Contractor shall make good all such damages at his own cost as per direction Of the Engineer –In –Charge.

18. The work will be carried out according to PWD specification latest addition.

19. If any damages is done by the contractor to any existing work during the course of execution of the work. This shall have to be made good by him at his own cost.

20. The firm shall take all the precaution to avoid the accidents by providing and maintaining necessary caution boards, day and night speed limit breakers, red flag and red lights and providing barriers as necessary at either and of the location. All these arrangements will be considered as incidental to the work and contractor responsibility and nothing shall be payable to him in these respects.

21. No extra payment on account of quality control measures shall be paid to the contractor.

22. If directed by the Engineer-in-charge in writing the work shall be done during night time for which nothing extra shall be paid to the contractor.

23. Before tendering the tender shall inspect the site of work and shall fully acquaint/ satisfy himself about the condition with regard to site, nature of soil, availability of material, the extent of leads and lifts is involved in the work (over the entire duration of contract) for a satisfactory execution of work.

24. Only actual quantities of work completed by the Engineer-in-charge shall be paid for if any damage done by the contractor to any existing work during the course of execution of work, this shall have to be made good by him at his own cost.

25. At least one authorized representative of the contractor should always be available at site of work to take instruction from departmental officers and ensure proper execution of work should be done in the absence of the contractor.

26. The contactor shall be required to provide all such material/ equipment's at site to conduct field tests and to ensure that the quality of aggregate shall be according to the prescribed specification and no payment for material required for samples for such tests shall be made to him. In case the material is not found up to mark, the same will be rejected.

27. The construction material of any kind that is stored in the site will be fully covered in all respects so that it does not disperse in the air in any form.

28. All the construction material and debris shall be carried in the trucks or other vehicle which are fully covered and protected so as to ensure that the construction debris or the construction material does not get dispersed into the air or atmosphere, in any form whatsoever.

29. If construction is being carried out without taking the preventive and protective environment/ steps as stated in this order and MOEF guidelines, the State Government, SPCB and any officer of any department as afforested shall be entitled to direct stoppage of work.

30. The contractor shall clear the site of work simultaneously as the work proceeds failing which the same shall be got cleared by the Engineer-in-charge at the risk and cost of the contractor.

31. Collection of material at site for the proper execution of work as per specification shall include all leads and lifts. The rates quoted by the contractor shall hold good irrespective of the quarry/ sources form which material are brought so long it conform to the specification. Clause/ change of any quarry/ source shall not entitle the contractor to claim any revision in rates.

32. The contractor shall store all materials in proper manner so as to avoid contamination, deterioration and any accidents. He shall not store or keep any materials are to be stored shall be subject to the approval of the Engineer-in-charge. At the places where the materials are stored by the contractor, he will make his own arrangements to clear the place within such time as may be instructed by the Engineer-in-charge or the same shall be got clear by the Engineer-in-charge at the risk and cost of the contractor.

33. Nothing will be paid unforeseen delays on account of non-availability of any kind of material or drawing and design.

34. The contractor shall have to make approached to the site, if so required and keep them in good condition for transportation of labour and materials as well as inspection of work by Engineer-in-charge. Nothing extra shall be paid on this account.

35. The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued to him by the department if any or his own material.

36. The contractor will arrange and use its own all type of machinery and T&P incidental to all operation for the work. The rates to be quoted should be inclusive of the same.

37. At the time of start of work, the contractor shall get a sample work done in presence of Engineer-in-charge who shall fix up the quality required for a particular item of work and conduct suitable tests at regular intervals to determine for the work done approaches the desired limit. In case tests reveal any deficiency, the contractor shall make good the same without extra payment or work will be rejected if not according to required specification.

38. The contractor shall execute the whole and every part of the work in most substantial and workmen like manner, both as regards to materials and otherwise in every respect in strict accordance with Haryana P.W.D. specification latest edition / specifications as may be specifically provided for.

39. If it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with material of any inferior description or that any material or article provided by him for the execution of the work are unsound or of a quality inferior to the contract or otherwise not in accordance with the contract, the contractor shall on demand, in writing, from the Engineer-in-charge specifying the work, materials or articles complained or not withstanding that the same may have been inadvertently passed, certified and paid for the forthwith rectify or removed and reconstruct the work so

specified in whole or in part as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or article at his own charge and cost. In the event of its failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid then the contractor shall be liable to pay compensation at the rate of one percent on the amount of estimate of everyday not exceeding ten days, while his failure to do so shall continue and in case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace with other materials or articles complained of, as the case may be, at the risk and expense of the contractor.

40. All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the contractor shall at all times, during the usual working hours and at all other time with reasonable notice of the inspection of the Engineer-in-charge or his subordinates to visit the work shall have been given to the contractor either himself be present to receive orders and instruction, or have a responsible agent duly authorized, in writing, present for that purpose. Orders given to the contractor's agent shall considered to have the same force as they had been given to the contractor himself.

41. The contractor shall give not less than five days' notice in writing to the Engineer-in-charge or his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measuring and shall not cover up or place beyond the reach of measurement without the consent, in writing, of the Engineer-in-charge or his subordinate-in-charge of the work. If any work shall be covered up or placed beyond the reach of measurement such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

42. If the contractor or his work people or servants shall break, deface, injure or destroy any part of a building in which they may be working, on any building, Road, Fence, enclosure or grass, land, cultivated ground or the premises on which the work or any part of it is being executed, or if any damage happens to the work, while in progress from any cause whatever or any imperfection become apparent in it within three months after the final certificate or order of its completions, shall have been given by the Engineer-in-charge as aforesaid, the contractor shall make the same good at his own expenses and in default, the Engineer-in-charge may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may be then, or at any time thereafter, may become due to the contractor or from his security deposit.

43. The contractor shall supply at his own cost all material except such special material, in accordance with the contract be supplied from the Engineer-in-charge's stores, plants, tools appliances, ladders, cordage, scaffolding and temporary works required for proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge, as to any matter as to which, under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works and counting, weighing and assisting in the measurement of examination at any time and from time to time of the work or material. Failing to do so, the same may be provided by the Engineer-in-charge at the expenses of the contractor, and the expense may be deducted from any money due to the contractor under the contract or from any other contract of the agency or from his security deposit or the proceeds of sale thereof or a sufficient portion thereof. The contractor shall also provide all necessary fencing & lights required to protect the public from accident and shall be bound to bear the expenses of defense of every suit, actions or other proceedings at
law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.STANDARD OPERATING PROCEDURES TO BE FOLLOWED BY CONTRACTOR TO MONITOR GST COMPLIANCE: As per Annexure – O. Necessary undertakings are to be submitted by contractor as per Annexure-1 to 4.

44. **EXECUTION OF WORK**: - Manufacturer guidelines shall be followed for application procedure. Work shall be done as per PWD specification as applicable to Haryana State read with relevant IS Codes. Work shall be done as per direction of Er-In-Charge.

45. **SAFETY MEASURES**: Safety instructions of manufacturer shall be followed.

----------Sd----------
Executive Engineer/BMD-I,
for Chief Engineer/RGTPP,
HPGCL, Khedar, Hisar.

Annexure-VII

STANDARD OPERATING PROCEDURES TO BE FOLLOWED BY BIDDERS TO MONITOR GST COMPLIANCE& INCOME TAX ACT:

Stage I: - Floating of Notice Inviting Tender (NIT)

- It is to ensure that the all-prospective bidders to submit copy of Registration Certificate under GST Act.
- The following undertakings (on the letter head of bidder) to be made part of mandatory documents to be submitted by all bidders:

1.1 GST registration is valid as on date.

1.2 No default has ever been made by bidder in filing 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 vendor 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 submission of each & every bill unless mentioned otherwise:

1.4 Undertakings mentioned at 1.1, 1.2 and 1.3.

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

1.6 Vendor 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.

1.7 Vendor 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.

1.8 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.

1.9 In case of ARCs/AMCs having duration above one year, 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.

In case of one time job orders and purchase orders, 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 before release of the security.

Stage II: Scrutiny **of bids** -

- The GST registration status of vendors will be verified from the official website www.gst.gov.in
- The address of vendor, the place from which supplies 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 vendor is having multiple GST registration numbers, executive to ensure that GST number linked to place of supplier should be submitted to HPGCL.

- Filing status of following returns is to be verified that the returns are being filed by vendor within due dates:

Return	Periodicity of filing	Return for
GSTR1	Monthly	Outward supplies
GSTR2A	Monthly	Its auto populated on GST portalon the basis of GSTR 1 filed by vendor.
GSTR 3B	Monthly	Payment of GST
GSTR9	Yearly	Compilation of outward andinward supplies, made during the FY
GSTR9C	Yearly	Analytical statement on GSTreturns certified by GST Auditor

- Will be verified the undertakings, as specified in NIT, have been submitted by bidders. Failure to submit unconditional undertakings will render the bidder to ineligible at technical stage of evaluation itself.

Stage III: Award **of contract/ Issue of WO**.

- Purchase order/work order to specify that in case of failure at the end of vendor regarding deposit of tax and in complying with conditions mentioned at stage I & II, HPGCL will have right to recover the GST amount in defaultalong with interest & penal amount and deposit the same directly with GSTdepartmentonbehalfofvendor to thecreditof HPGCL.
- VendorwillundertaketoimmediatelyinformtheHPGCLaboutanyamendment in the GST certificate and to immediately submit the updatedregistration certificate.

Stage IV: Receipt of first invoice-

- ExecutivewingtoverifythattheinvoiceisinperformaasspecifiedunderGST laws (Section 31 to 34 of CGST Act read with Rules 46 to 55A of theCGST rules deal with the Tax invoice, Credit notes and debit notes) withcorrect GST number of HPGCL so that no difficulty is faced by HPGCL whileclaiming Input Tax Credit of GST due to incorrect GST number and also toreconcile the GST number and address of supplier as per invoice with theGST number & address given in tender documents submitted by vendor andsubmitthe duly verifiedinvoice toaccountswing.
- After the implementation of the E-Invoice w.e.f.01 Oct 2020 generation of e-invoice from common e-invoice portal for B2B supplies by person havingaggregateannual turnover ofmorethanRs.500Crshasbeenmadecompulsory.Andw.e.f01.Jan2021GenerationofE-invoiceforGSTsupplies by person having aggregate turnover of more than Rs. 100 Crs hasbeen made compulsory. And w.e.f 01.04.2021 generation of E-invoice forGSTsuppliesbythepersonhavingaggregateturnoverofmorethanRs.5Crs is proposed to made compulsory. The nodal officer/engineer in charge ofthe contract/appointed officer of the respective plant should demand from thesupplier E-Invoice containing the invoice reference number (IRN) and QRcode. It is worthwhile to note that any tax invoice including tax credit / Debitnote issued by such notified person for B2B supplies without following the e-invoicingprocedure shallnotbetreatedas avail document.

- Obtain a undertaking from the vendor who are not generating e-invoice infollowingformat:

  WeM/s…….havingPAN ……andGSTINRegistration Number ……..hereby undertake that our AggregateTurnover (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 ofthis 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 thereunder ("GST Law").Further, we also undertake that iftheaggregateturnoverofM/s……..exceedsthecurrentthreshold or revised threshold notified by Government of India at any futuredate, then we shall issue invoice and credit note in compliance with therequired provisions of GST Law. In case of any queries from the any state orcentre Goods and Services Tax authorities, M/s. ……will besolelyresponsible.

  YoursTruly,

  For M/s……..

  AuthorizedSignatoryName:Designation:

- AccountswingtocheckArithmeticalaccuracy,RateofGSTcharged&othercalculations.
- Incasethereisdifferenceinvalueofinvoice,duetodifferenceinquantityorqualityactuallysupplied,GSTwillbeappliedonrevisedvalueofinvoice.

StageV:ReceiptofIInd&subsequentinvoices

- InadditiontoproceduremementionedinstageIV,followingstepstobeundertaken
- AllundertakingmentionedatstageItbobtailed& verified.
- GSTR 2A should be matched with amount of GST paid. In case, the detailsare not there in GSTR2A, issue needs to be taken up with vendor and GSTconsultantof HPGCL.

Others:

- EMDand Securities/Bank guarantees takenbyHPGCL may be refundedonly after payment of GST by vendor/contractor which was charged fromHPGCL.
- In case any issue arises wrt failure by the firm in GST compliances, all futurepayments to be put on hold after having consultation with HPGCL's GSTconsultant.

Undertaking from the vendor (on vendor's letter head for not generating e-invoice

We M/s…… having PAN…… and GSTIN Registration Number……...hereby undertake that our Aggregate Turnover (as per Number 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 thereunder ("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……....

Yours Truly,

For M/s……..

Authorized Signatory Name: Designation:

Undertaking from the vendor (on vendor's letter head) regarding validation of GST registration (for each GST number separately)

1.7.1. GST registration of GST no.....…….. date in name of M/s…… is valid as on Date……..

1.7.2. No default has ever been made by me/my firm in name of …… in filing the various GST returns and deposit of GST dues with the department with respect to GSTN……

Yours Truly,

For M/s……

Authorized Signatory Name: Designation:

Undertaking cum declaration from the vendor (on vendor's letter head)

1.8. I undertake to submit a CA certificate regarding validity of GST registration on every six months during the tenure of contract.

1.9. I undertake to 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 challans (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.

1.10. I undertake to inform immediately the HPGCL about initiation of any proceeding (if any) against me/my firm under the GST laws which may result in suspension or cancellation of GST number of the Vendor.

Yours Truly

For M/s……

Authorized Signatory Name: Designation:

Undertaking cum indemnity bond from the vendor (on vendor's letter head) regarding timely deposition of GST

a) Certified that we are registered as taxable person under GST Act, our GST no. is …… and which is active as on……..
b) Certified that bill for the month of…… In which GST has been claimed, is included in all the GST returns submitted by us to the GST authorities.
c) Certified that we shall deposit the amount of GST collected from RGTPP/HPGCL to the Government exchequer within the time specified under the GST Law.
d) Certified that the goods/services on which GST has been charged have not been exempted from GST under GST Act. The rate/amount of GST in these goods/services is correct under the provisions of the GST Act.
e) We give Undertaking-cum-indemnity bond to RGTPP/HPGCL that we shall indemnify to RGTPP/HPGCL for any loss sustained in case we does not deposit the GST to the government exchequer, which it has recovered from the M/s HPGCL as tax.

Yours Truly,
For M/s……
Authorized Signatory Name: Designation:

STANDARD OPERATING PROCEDURES TO MONITOR COMPLIANCES UNDER TDS PROVSIONS OF INCOME TAX ACT:-

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-A). 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.

HPGCL as a deductor of tax:

- Any tax deducted from payment to any person is a liability of HPGCL and the taxis to be deposited invariably on or before the due date as per annexure I by filingchallan no. ITNS-281
- Filing of TDS return is mandatory and the return should be filed on or before thedue date as per annexure. The type of return to be filed is as under:

Form **Transaction to be reported**

24Q TDS on salaries
26Q TDS on all payments except salaies
26QC TDS on rent

- As per section 196 of Income Tax Act 1961, no deduction of tax shall be madeby any person from any sums payable to Govt (State & Central Govt)
- As per Circular No. 18/2017, The Central Board of Direct Taxes (the Board) forsuch entities whose income is unconditionally exempt under Section 10 of theIncome-tax Act (the Act) and who are also statutorily not required to file return ofincome as per Section 139 of the Act, there would be no requirement for taxdeduction at source (TDS) from the payments made to them since their incomeis anyway exempted from tax under the Act.

HPGCL is in receipt of payment net TDS:

- Payer to submit an undertaking that all the TDS pertaining to HPGCL will bedeposited and return of TDS so deposited will be filed, with in due time.
- Staff to monthly monitor the Form 26AS to ensure that the TDS deducted out ofpayment of HPGCL has been deposited to the PAN of HPGCL.
- In case, TDS deducted is not updated in Form 26As after expiry of due date offiling of TDS return, issue needs to be taken up with the concerned party
- Staff to undertake periodic reconciliation of TDS as per 26AS and TDS asappearing in books
- TDS so deducted by other party should be claimed in Income Tax Return of thatfinancial year

Annexure-A

Specified Payments/ Transaction applicable to TDS

TDS is to be deducted on the specified transaction mentioned under Income tax act. These transactions are given below with their section, limits& rate as per FY 2019-20i.e. AY 2020-21.

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	NA	10%
194A	Interest other than on securities by other than Bank/Fls	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. 50,000 per month	--
194IA	Transfer of immovable property other than agriculture land	Rs. 50 Lakh	1%
194C	Payment to contractor subcontractor (single transaction)	Rs. 30.000	2%
194C	Payment to contractor duringthe year	Rs. 1,00,000	2%
194J	Professional fees/Technical fees etc.	Rs. 30,000	10%

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	30th April

DECLARATION

I, _____, _____ (Designation) of _____ (Name of the Corporation/Company/ Board/ Trust), having PAN - _____(here in after referred as the Corporation/Company/ Board/ Trust), hereby declare and affirm a under:

(1) That the Corporation/Company/Board/ Trust is a regular income tax assessee.

(2) That the Corporation/Company/ Board/ Trust has been filing its return of income tax regularly.

(3) That the Corporation/Company/ Board/ Trust has filed returns of income tax for the financial years 2018-19 and 2019-20 under the provisions of section 139(1) of the Income Tax Act, 1961 as per details given below;

Assessment Year	Acknowledgement Number	Date of filing

(4) That the new provisions of Section 206AB/Section 206CCA which require deduction/ collection of tax at source at higher rates are not applicable to our Corporation/Company/ Board/ Trust and hence tax may not be deducted/collected at source at higher rates.

(Deponent)

That whatever stated above in the above stated para(s) are true to my knowledge and belief.

(Deponent)

Annexure-VIII

FORMAT FOR CONTRACT AGREEMENT

This contract agreement entered in to this _____ day of the month of _____, 20__ 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.

Whereas a contract for _____ at RGTPP, Khedar, Hisar as officially described in tender documents issued against NIT no ._____ dated _____ and concluded by the issue of Work Order no. _____dated _____ appended hereto between Corporation & Contractor. Whereas Contractor further agrees to abide by all labour laws, rules and regulations which may be enforced from time to time and to the terms and conditions of the above said W.O. Where the contractor also agrees to absolve the HPGCL from all risks & responsibilities towards the labour engaged by the contractor during execution of the above said work.

The contractor will comply all provisions of the relevant labour laws/Acts and the rules /regulations framed there under. In the event of Rajiv Gandhi Thermal Power Plant, Khedar, Hisar 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 RGTPP, Khedar, Hisar and the contractor have agreed to execute an agreement.

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

In witness where of the contractor & HPGCL here to set their hands as under.

Signature of the contractor	Signature & designation
In presence of witness	and on behalf of HPGCL presence of witness
Witness	Witness
1.	1.
2.	2.

Annexure-IX

STATEMENTS OF BIDDERS

1. Name of Bidder _____
2. Address of Head Office _____
3. Correspondence Address _____
   _____
4. Legal status
5. PAN &GST Number of the Bidder (attached self attested photocopies)
   PAN _____

   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. _____
   i. _____
9. Past Experience: -

Name of Organization	Period	Reference of Contract	Order Value contract wise

10. Any other: -

Signature & Stamp of Bidder

Name & Designation of Authorized Bid Signatory _____

Annexure-X

RATE QUOTING SHEET

Sr. No	Description	Unit	Qty.
A	C	D	E
1.	Providing and installation of flooring of badminton court at RGTPP colony, Khedar (Hisar). • Brand YONEX or any other equivalent brand. • Modal Name AC364 or any other equivalent • Thickness-4.5mm *As per size of already existing flooring size to be provided as per Direction of Engineer in charge.*	JOB	1

Note: -

1. **Total quoted rates as per price bid will be considered for finalization of L-1 bidder.**
2. **GST will be paid extra as applicable on total quoted rates**.
3. **VARIATION**: -
   The overall variation of amount will be allowed up to ±10% of total amount of the work order.
4. **The above rate sheet is for reference only. The rate must be filled online.**

(Sign. & Stamp of contractor)