



AN ISO:9001, ISO:14001 & OHSAS: 18001
CERTIFIED COMPANY

HARYANA POWER GENERATION CORPORATION LIMITED

Regd. Office : C-7, Urja Bhawan, Sector-6, Panchkula-134109

Corporate Identity Number: U45207HR1997SGC033517

Website: www.hpgcl.org.in

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E-TENDER

FOR

APPOINTMENT OF CONSULTANT FOR

PREPARATION OF DETAILED PROJECT REPORT

(DPR) FOR SETTING UP OF 1×800MW COAL BASED

ULTRA SUPERCRITICAL UNIT AS EXPANSION OF

2×600 MW RAJIV GANDHI THERMAL POWER PLANT

AT KHEDAR, HISAR.

E- NIT No.: 01/CE/PROJECTS/U3/RGTPP/1

Dated: 20-06-2024

Issue Date: 20-06-2024

Last Date of Submission: 05-07-2024 upto 15:00 Hrs

ONLINE NOTICE INVITING TENDER

NIT No.: 01/CE/PROJECTS/U-3/RGTPP/1

Dated:

Haryana Power Generation Corporation Ltd. (HPGCL) came into existence on 14.08.98 after the restructuring of erstwhile Haryana State Electricity Board.

The main objectives of HPGCL are as under: -

- To generate power from its existing Generating Stations in the most efficient manner on commercial lines and to sell the same to distribution companies.
- To set up new Power Generation Projects.

HPGCL owns & operates the following power plants in the state:-

1. Panipat Thermal Power Station, Panipat - 710 MW.
2. Deen Bandhu Chhotu Ram Thermal Power Project, Yamuna Nagar - 600 MW
3. Rajiv Gandhi Thermal Power Project, Khedar, Hisar - 1200 MW
4. WYC Hydro Electric Station, Yamuna Nagar - 62.7 MW
5. Solar Power Plant at PTPS, Panipat - 10 MW

HPGCL proposes to set up 1x800 MW coal based ultra supercritical unit as expansion of 2x600 MW Rajiv Gandhi Thermal Power Plant at Khedar, Hisar.

E-tenders /online bids are invited in two parts by the office of CE/Projects, HPGCL, Panchkula for **appointment of consultant for preparation of Detailed Project Report (DPR) for setting up of 1x800 MW ultra-supercritical unit at RGTPP, Hisar** as per details given below:-

Tender Enquiry No. and date	01/CE/PROJECTS/U3/RGTPP/1 dated 20-06-2024
Start date and time of tender downloading	20-06-2024 from 15:00 Hrs onwards
Last date & time for submission of tender	05-07-2024 upto 15:00 Hrs
Due date & time of opening of Techno-commercial Bid (Part-I) tender	08-07-2024 at 15:00 Hrs
Tender Fee (Non refundable)	₹ 5,900/- (including GST @18%)
e-Service Fees (Non refundable)	₹1180/- (including GST @18%)
Earnest Money Deposit (EMD)	₹ 12,000 (₹ Twelve Thousand only)
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SECTION - I

INFORMATION REGARDING ONLINE PAYMENT OF TENDER DOCUMENT, E-SERVICE & EMD FEE AND BID SUBMISSION

- Bidders can download tender documents from the portal: <https://etenders.hry.nic.in>.
- Bidders shall have to pay Tender document fee, e-Service fee and EMD online by using the service of secure electronic payment gateway. The secure electronic payment gateway is an online interface between bidders / contractors and online payment authorization networks. Payment for Tender Document Fee and e-Service Fee can be made by bidders / contractors online directly through **Debit Cards / Internet Banking Accounts / any other online mode** and payment for **EMD** can be made online directly through **RTGS / NEFT/ any other online mode**.

NOTE: If tender is cancelled or recalled on any ground, the tender document fee & e-service fee will not be refunded to the bidders.

Bidders can submit their tender documents (online) as per the following key dates:-

Key Dates

Sr. No.	Department Stage	Tenderer's Stage	Start date and time	Expiry date and time
1	-----	Downloading of Tender Documents, Bid Preparation & Submission	20-06-2024 from 15:00 Hrs onwards	05-07-2024 upto 15:00 Hrs
2	Technical Bid (Part-I) Opening	---	08-07-2024 at 15:00 Hrs	-----
3	Short listing / Qualifying Technical Bids & Opening of Price Bids (Part-II)	---	Will be intimated to the firms through e-mail / letter.	

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.in>. Please visit the website for more details.
2. **Obtaining a Digital Certificate:-**
 - a. 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.
 - b. 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 details please visit the website – <https://etenders.hry.nic.in>
 - c. The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from <https://etenders.hry.nic.in>. **For help manual please refer to the 'Home Page' of the e-Procurement website at <https://etenders.hry.nic.in> and click on the available link 'Information about DSC'.**
 - d. 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).
 - e. 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 authority 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.

- f. 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.
- g. The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.
3. **Opening of an Electronic Payment Account:-** Tender document can be downloaded online. Bidders are required to pay the tender documents fee online using the electronic payments gateway service. For online payments guidelines, please refer to the Home page of the e-tendering Portal <https://etenders.hry.nic.in>.
4. **Pre-requisites for online bidding:-** In order to bid online on the portal <https://etenders.hry.nic.in>, the user machine must be installed with the required software like Mozilla firebox, Java etc. The link for downloading latest java applet is available on the Home page of the e- Java or e-tendering Portal.
5. **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>
6. **Download of Tender Documents:-** The tender documents can be downloaded from the e-Procurement portal <https://etenders.hry.nic.in>
7. **Key Dates:-** The bidders are advised to strictly 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.
8. **Bid Preparation (Technical & Financial) Online/offline Payment of Tender Document Fee, eService fee, EMD and Submission of Bid Seal (Hash) of online Bids:-**
 - a. The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. Payment for Tender Document Fee and eService Fee can be made by bidders / contractors online directly through **Debit Cards/Internet Banking Accounts/any other online mode** and payment for **EMD** can be made online directly through **RTGS / NEFT/ any other online mode**.

The secure electronic payment gateway is an online interface between contractors and Debit card / online payment authorization networks.
 - b. 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).
 - c. The bidders shall quote the prices in price bid format only.
 - d. Submission of bids will be preceded by submission of the digitally signed & sealed bid (Hash) as stated in the time schedule (Key Dates) of the Tender.

NOTE:-

- a) **If bidder fails to complete the Online Bid Submission stage on the stipulated date and time, his/her bid will be considered as bid not submitted, and hence will 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>. For help manual please refer to the 'Home Page' of the e-Procurement website at <https://etenders.hry.nic.in> and click on the available link 'Information about DSC'.**
- c) **For help manual please refer to the 'Home Page' of the e-Procurement website at <https://etenders.hry.nic.in> and click on the available link 'Help to Contractor'.**
- d) **For any technical related queries please call at 24 x 7 Help Desk Number given on the 'Home Page' of the e-Procurement website at <https://etenders.hry.nic.in> and click on the available link 'Contact Us'.**

SECTION – II

PRE QUALIFYING REQUIREMENTS (PQRs) / ELIGIBILITY CONDITIONS FOR BIDDERS:-

The consultancy firm intending to bid for the above mentioned tasks should fulfill the following eligibility criteria along with documentary evidence:-

- a) NIT is on Domestic Competitive Bidding (DCB) mode, wherein only the firms registered in India can participate. The company must be registered under the Indian Companies Act, 1956 and its subsequent amendments.
- b) The bidder should have the experience of preparing 'Detailed Project Report' (DPR) for coal based supercritical thermal power project having generation capacity of 660 MW or above during last 10 years from the date of bid submission and this project should have been synchronized with the grid or completed or under construction stage. Bidders shall submit documentary proof of having successfully executed work order(s) for the DPR work as under :-
 - i. Single order of the value not less than Rs 4.9 Lacs inclusive of taxes.*
 - Or*
 - ii. Two orders each of the value not less than Rs 3.06 Lacs inclusive of taxes.*
 - Or*
 - iii. Three orders each of the value not less than Rs 2.45 Lacs inclusive of taxes.*
- c) Bidders must have average annual turnover in last 3 consecutive financial years starting from F.Y. 2021-22 shall not be less than Rs 75 Lacs (Rupees Seventy Five Lacs only).
- d) Other income shall not be considered for arriving at annual turnover.
- e) In case where audited results for the 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.
- f) Annual Turnover should be duly certified by the statutory body like Chartered Accountant or Independent Auditors who are competent to do so as recognized by the State concerned.
- g) The bidder shall certify on its letterhead that it has not been blacklisted by any organization presently.
- h) Necessary documentary evidences viz. background of the consultant, experience, performance reports / work orders etc. issued to the Bidder, should mandatorily form part of techno-commercial bid, to prove the credentials of the bidder for meeting the qualifying requirements.
- i) HPGCL reserves the right to seek such additional information as it may deem fit to satisfy itself of the eligibility of the Bidder.

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SECTION – III
SCOPE OF WORK

The scope of work shall include but not limited to the following:-

- 1) Project background.
- 2) Promoter details.
- 3) Need & justification of the project.
- 4) Power Demand Analysis & power scenario.
- 5) Project Description including location & site details, site accessibility, land requirement, plant layout, water requirement, water availability & its transportation, fuel requirements, fuel transportation arrangements, ash generation & utilization plan, environmental aspects, power off take arrangements, construction / start up power requirements etc.
- 6) Civil & Structural Engineering aspects and various civil works of the project covering general features of the project site etc.
- 7) Detailed technical aspects of Boiler Turbine Generator (BTG), Balance of Plant (BoP) and auxiliaries:-
 - Technical features of boiler & turbine including Flue Gas Desulphurization (DeSO_x), Selected Catalytic Reagent and/or Selected Non-Catalytic Reagent (DeNO_x) system.
 - BTG auxiliaries including boiler feed pumps, regenerated heat cycles, condensing plant etc.
- 8) Meeting up latest environmental norms on emissions from Thermal Power Plants issued by Ministry of Environment, Forest and Climate Change (MoEF&CC) as notified on 07.12.2015 (including its amendments from time to time, if any) for Water Consumption, SPM, SOX, NOX and Mercury.
- 9) Plant water system and water balance diagram.
- 10) Coal Handling System including storage, transportation, preparation & handling in the plant area.
- 11) Fuel Oil storage and handling system (within plant battery limits).
- 12) Ash Handling System including recovery, transportation, storage and disposal to ash dyke.
- 13) Selective Catalytic Reduction (SCR) Ready System
- 14) FGD for RGTTP (link with Common system)
- 15) Gypsum Handling System.
- 16) Fire Protection System.
- 17) Electrical & Mechanical systems.
- 18) Control & Instrumentation.
- 19) Switchyard Arrangement with location of Terminal Gantry for Power Evacuation.
- 20) Plot Plan to the scale.
- 21) Financial and Executing Capabilities giving details of financial, technical and manpower resources available with the Promoter and proposal for the execution of the project is to be included in the report.

- 22) Project Execution & Management:-
- Infrastructural facilities for construction & operation.
 - The details on construction management, and operation & maintenance philosophy.
 - Manpower Requirement.
 - Organization Structure and organization charts for management of construction as well as for operation and maintenance of the plant.
 - Project Implementation Schedule based on delivery of equipment, erection and testing, construction schedule etc. along with Master PERT network or bar chart for commissioning of units.
- 23) Project Cost estimation, its basis and analysis. The detailed cost estimate should be, as far as possible, realistic and should be based on current market rates / budgetary offers from the supplying agencies including all taxes and duties. The basis of cost estimate, month and quarter of price level, source of equipment (foreign and domestic), assumptions regarding customs/excise duty, sales tax, exchange rate (date of exchange rate) etc. are required to be given in detail in the chapter of cost estimates.
- 24) Financial Model & tariff analysis with input data and the norms adopted.
- 25) Phase-wise investment details indicating the funding pattern, source of funding, rate of interest, period of repayment etc.
- 26) Calculation of Profits, RoI / IRR etc.
- 27) Assistance in obtaining various statutory clearances, permits, licenses etc. (The required fee payable to the statutory body shall be paid by HPGCL).
- 28) For finalization of DPR, joint review meeting, if required, may be held at Panchkula. The Consultant shall attend these meetings as and when required by HPGCL.

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SECTION – IV

INSTRUCTIONS TO BIDDERS (ITB)

1. Please visit HPGCL website www.hpgcl.org.in and <https://etenders.hry.nic.in> for NIT details.
2. Bidders are instructed to submit their bids online only on Haryana e-portal website (<https://etenders.hry.nic.in>).
3. Tenders not accompanied with the prescribed EMD, Cost of Tender and e-service fee 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.
4. Tender received through post / email / courier or in physical form shall not be considered for evaluation.
5. In case, date specified for opening of tender, happens to be a public holiday, then next working day shall be considered automatically for the same.
6. HPGCL may, at its sole discretion, extend the time & date for the submission of the bid documents.
7. After opening of the Techno-commercial bids and till finalization, both parties i.e. HPGCL and Bidders will not enter into any correspondence except for any clarification / supplementary information sought by HPGCL.
8. All the costs and expenses incidental to the preparation and submission of tender, discussions, conferences, if any, shall be borne by the Bidders and HPGCL shall bear no liability whatsoever on such costs and expenses.
9. HPGCL reserves the right to reject any or all bids, wholly or partially, and to annul the bidding process without assigning any reasons whatsoever, at any time prior to award of contract, and in such case no bidder / intending bidder shall have any claim arising out of such action.
10. **Site Visit:-** The bidder at the his own responsibility, expenses and risk, is encouraged to visit and examine the Site(s) of Project and its or their surroundings and obtain all information (including that on the risks, contingencies and other circumstances which may affect or influence the bid) that may be necessary for preparing the Bid and entering into a contract. Nothing extra charges consequent on any misunderstanding or otherwise shall be allowed.
11. The successful bidder may clearly note that terms and conditions enumerated in this bid document are only illustrative and not exhaustive. The successful bidder will have to enter into contract as devised by HPGCL on terms & conditions as necessary for execution of contract.
12. **Language of Bid:-** The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged between the Bidder and HPGCL shall be in English language only, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its potential passages in English language in which case, for purpose of interpretation of the bid, the translation shall govern.
13. **Bid Currency:-** The bidder(s) shall quote in Indian National Rupees (₹) only.
14. **Validity of Tender:-** The Bids shall remain valid for a period of 120 (One Hundred and Twenty) days from the date of opening of Price bids. The bid valid for shorter period shall be rejected by HPGCL as being non-responsive.

In exceptional circumstances, HPGCL may solicit the Bidder's consent for extension of the Bid validity period.
15. **No deviation Bid:** Bidder is to submit 'No Deviation Certificate' as per format attached in the Annexures.
16. **Conclusion:-**
 - a. Bids, which are not complete in all respects as stipulated above, will be liable for rejection without any intimation to the bidders. Submission of correct bid proposal is bidder's responsibility and there will be no consideration for errors and omissions on the part of bidders.
 - b. Bids can also be rejected if:-
 - Not submitted in prescribed form.
 - Not fulfilling any of the qualifying conditions.

- Bid received from a bidder whose past performance is not satisfactory.
 - The bidder who has been blacklisted by any organization presently.
 - The bidder is not offering the required validity.
 - The bidder is not accepting any conditions in the bid.
 - The Bid with deviations.
 - The bids not in conformity with HPGCL's requirement as per tender documents.
- c. HPGCL reserves the right to reject any proposal if:-
- A material mis-representation is made or discovered.
 - The bidder does not respond to HPGCL asking for supplementary information/ clarifications required for evaluation of the proposal / finalization of the bid within the time period as specified by HPGCL.
- d. The Price Bids of only those bidders will be opened whose offers meet with the Qualifying Requirements and whose Techno-Commercial offers are acceptable to HPGCL.
- e. HPGCL reserves the right to accept or reject any Offer or all the Offers without assigning any reasons thereof. HPGCL also reserves the right not to award work against this tender. HPGCL's decision in this regard shall be final and binding on all bidders.
17. **Bid Opening and Evaluation:-** The Bids shall be opened on the specified date and time indicated in the NIT. After opening of Techno-Commercial (Part-I) bids, the Tender Evaluation Committee as constituted by HPGCL shall screen the bid documents / credentials submitted by the bidders against pre-qualifying requirements / eligibility conditions of tender. Bidders shall be informed about their respective deficiencies / shortcomings, if any, and shall be given an opportunity to submit their requisite deficient documents for better competition. Price Bid (Part-II) of only those bidders shall be considered for opening, whose credentials for eligibility / qualifying criteria are found to be in order by the committee. The bid that does not meet any of the pre qualifying requirements of tender will be rejected and the decision of Tender Evaluation Committee shall be final and binding on the bidders.
- The bidders found successful in Technical Evaluation shall be notified for opening of the price bids, through etender portal.
18. **Price Bid:-**
- a. The bidders are required to quote their prices online only as per Price Bid format (Part-II) of this e-tender.
 - b. For quoting the prices, the Bidder is expected to take into account the requirements and conditions of the bidding documents.
19. **Negotiation:-** Negotiations, if required would be held by competent authority of HPGCL as per negotiation policy. Price negotiation could be held up to four members of bidder in addition to L₁ bidder, if the difference between L₁ quoted rate and those quoted by L₂ to L₅ is within 5% of the L₁ quoted rate. In case where the L₁ bidder refuses to further reduce his offered price and the any bidder can come forward to offer a price which is better than the price offered by L₁ bidder, the bidder whose price is accepted becomes the L₁ bidder. However, in such a situation, the original L₁ bidder may be given one more opportunity to improve upon the discovered price. In case, the original L₁ bidder further improves upon the price discovered during the negotiations, it would be treated as the L₁ bidder. In case, where there is no bidder with in 5% of the L1 bidder, L2 bidder will be invariably called for negotiation in addition of the L1 bidder.
20. **Letter of Acceptance:-** Prior to the expiry of the period of bid validity, on acceptance of a bidder's offer, the contract shall be concluded, however the contract agreement shall be signed later for ministerial purpose. Acceptance of bid proposal by HPGCL shall be communicated by the issue of a 'Letter of Intent (LoI) / Letter of Acceptance (LoA). The Successful Bidder shall enter into the Contract Agreement (as per format attached in Annexures) with HPGCL and submit the requisite security within stipulated time period from the date of issue of LoI / LoA. The Agreement will be executed on appropriate value of NJS paper. The stamp duty is to be borne by the firm. Issuance of LoI /LoA, along with signing of Contract Agreement with the Successful Bidder subsequently, will constitute the formation of the contract.

21. **Corrupt or fraudulent practices:-** HPGCL requires that Bidders should observe highest standard of ethics during the execution of contract and that the Bidders / Contractors do not indulge in corrupt or fraudulent practices. In pursuance of this policy, HPGCL defines for the purposes of this provision, the terms 'corrupt practice' and 'fraudulent practice' as follows:-
- a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - b. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the HPGCL, and includes collusive practice among bidders (prior to or after tender submission) designed to establish tender prices at artificial, non-competitive levels and to deprive HPGCL of the benefits of free and open competition.
 - c. HPGCL will reject a proposal for award, if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. HPGCL will declare such firm ineligible/blacklisted/debarred/suspension of business for a stated period of time.
22. **Cartel Formation / Pool Rates:-** Sometimes a group of Bidders quote same rates against a tender enquiry. Such Pool/ Cartel formation is against the basic principle of competitive bidding and defeats the very purpose of open and competitive tendering system. Such practices should be severely discouraged with strong measures. In case of evidence of cartel formation, detailed cost analysis may be done besides suitable administrative action, like rejecting the bids with forfeiture of EMD, reporting the matter to appropriate authority to take suitable strong actions against such firms. HPGCL may also encourage new firms to get them registered to break the monopolistic attitude of the firms forming cartel.
23. **Authorized Representatives:-** Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract, by HPGCL or the Successful Bidder shall be taken or executed by the representatives authorized for the purpose.
24. **Obligations of the Successful Bidder:-** The Successful Bidder shall execute the contract and carry out their obligations as per Scope of Work and terms and conditions defined in the Tender Document or Contract Agreement with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advance technology and safe methods. The Successful Bidder shall always act, in respect of any matter relating to the Contract or to the Work, as sincere advisers to HPGCL and shall at all times support and safeguard HPGCL's legitimate interests.
25. **Indemnity:-** Without any protests or demur, 'contractor' indemnifies HPGCL and its Branches and agrees to hold HPGCL and its Branches harmless against any loss, claim, proceedings, damage, demurrage, costs, penalties, taxes, duties liabilities, legal cases, short shipment, quantity / quality / weight / purity / marking / specifications etc. of the material, cost or expenses of whatsoever nature caused to HPGCL on account of 'contractor' / omissions / negligence / mistake / misconduct breach or default and /or non fulfillment of terms and conditions of this agreement.
- Without any protests or demur, contractor shall indemnify and save harmless HPGCL, its affiliates and their customers, officers, directors, and employees from and against any losses, damages, liabilities, interests, demurrage, fines, penalties, short shipment, quantity / quality / weight / purity / marking / specifications etc. of the material, and expenses (including reasonable attorneys' fees, insurance) that arise out of or result from any and all claims.
26. **Disclaimer:-** HPGCL may, at its absolute discretion, shortlist, accept, disqualify, elect to abandon, reject any part or whole of the process without giving prior notice to the prospective party. HPGCL reserves the right to cancel the tender in totality without assigning any reason at any point of time. All information contained in this Tender is issued bonafide.
27. The detail of contact persons are as under:-
- Er. Sandeep Makhija,
Executive Engineer/Projects,
Mob number: +91-7056777770
email: sandeep.makhija@hpgcl.org.in

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Chief Engineer/Projects
HPGCL, Panchkula.

SECTION – V
GENERAL TERMS AND CONDITIONS OF NIT

1) CONTRACT AGREEMENT:

The successful bidder shall accept the work order within 7 (seven) days from the date of its issue by returning a duly signed copy thereof and shall enter into the Contract Agreement with HPGCL within 07 days from the date of issue of Lol /LoA/ work order whichever is later on a Non-Judicial Stamp Paper (NJSP) of requisite value with Chief Engineer (Projects), HPGCL, Panchkula. The stamp duty is to be borne by the bidder and the NJSP should be purchased from Panchkula. The form of contract agreement is attached as Annexure-B.

2) RATE/CONTRACT PRICE:

Bidder shall quote the prices online as per the price schedule in Rupees (INR) only. The agreed contract price shall remain firm during the currency of the contract. Any statutory taxes/levies, to be charged extra as applicable, should be clearly indicated by bidder in their offer, failing which it will be presumed that the quoted prices are inclusive of all such statutory taxes/levies.

3) EARNEST MONEY:

Every tenderer, while submitting his tender, shall deposit the earnest money amounting to **Rs 12,000/- (Rupees Twelve Thousand Only)** online by using the service of secure electronic payment gateway. The secure electronic payment gateway is an online interface between contractors and online payment authorization networks. The Payment for EMD can be made online directly through RTGS / NEFT. In case of RTGS/NEFT, proof of deposit of Earnest Money containing UTR number etc. duly certified by the bank shall be submitted.

The EMD of the unqualified bidders will be returned without any interest, as promptly as possible, after declaration of qualification result.

EMD of the successful Bidder to whom the contract is awarded, will be adjusted in the security against the contract. 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 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) TERMS OF PAYMENT:

- a) 30% against submission of draft DPR.
- b) 50% against submission of final DPR after incorporation of comments by HPGCL.
- c) 20% against acceptance/approval of DPR by HPGCL.

Any other taxes i.e. Income Tax etc as applicable will be deducted by HPGCL. GST/any other tax will be paid as applicable and as mentioned by the bidder in the Price Bid.

5) MODE OF PAYMENT:

The payment shall be made through RTGS/NEFT within 21 days from the receipt of bill complete in all respects. However, RTGS/NEFT charges shall be borne by Firm/contractor. The firm will submit their banking details duly authenticated by them along with bills separately or on the bill itself as under:-

Name & Address of beneficiary,
Name & address of Bank,
Account Number & IFSC.

6) GST DOCUMENTS & UNDERTAKING:-

Prospective bidder should submit the following:-

- I. Copy of GST Registration Certificate under GST Act
- II. Undertaking on the letter head of bidder that GST registration is valid as on date and that no default has ever been made by the bidder in filing various GST returns and deposit of GST dues with the department.

Note:-

- a) Bidder having multiple registrations under GST will submit above undertaking for each and every GST Number.
- b) 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.

Detailed SOPs for compliance of GST & TDS are attached as Annexure in tender documents.

7) COMPLETION PERIOD:-

The completion period of the work as specified below shall be the essence of the contract:-

- i) The date of commencement of contract shall be considered from the date of issue of Lol / LoA.
- ii) The firm shall submit draft DPR within 25 days from the date of issue of Lol / LoA and final approved DPR within 7 days from the date of communication of comments of HPGCL.

8) SCOPE OF WORK:-

The scope of work shall be as per Section-III. Any other work, not specifically mentioned in the scope, but essentially required for successful completion of the work, shall be deemed to be included in the scope of work.

9) DELIVERABLES:

Sr. No.	Activity	Time Period
1.	7 copies with soft copy (word/excel format) of Draft Detailed Project Report (DPR)	25 Days from the date of Lol / LoA
2.	15 copies of Final approved DPR along with soft copy (word/excel format) of the same after receipt of final comments from HPGCL.	07 Days

10) SECURITY DEPOSIT:

The successful bidder shall deposit security equal to 10% of the contract value within 07 days from the issue of Lol / LoA. However, the EMD already deposited by the bidder shall be converted into security deposit and the balance amount shall be deposited within 07 days. No interest shall be paid on EMD/security for the period it remains deposited with HPGCL. Security deposit shall be released after 90 days from the date of approval/acceptance of DPR by HPGCL.

11) RISK AND COST:

In case the contractor fails to fulfill 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.

12) 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 @2 % of the total contract value per week or part thereof subject to maximum of 10% of the total contract value.

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

13) FORCE MAJEURE:

- i. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Contract, relative obligation of the party affected by such Force Majeure shall be treated as suspended during which the Force Majeure Clause lasts.
- ii. The term "Force Majeure" shall have herein mean riots (other than among the Contractor's

employee), Civil commotion, War (whether declared or not), invasion, act of foreign enemies hostilities, civil war, rebellion, revolution, insurrection, military coup, damage from aircraft, nuclear fission, embargoes, quarantines, acts of god such as earthquake (above 7.0 magnitude on Richter scales), lightning, unprecedented floods, fires not caused by the Contractors negligence and other causes which the Contractor has no control and accepted as such by HPGCL whose decision shall be final and binding. Normal rainy season and monsoons are not Force Majeure.

- iii. Upon occurrence of such causes and upon its termination, the party alleging that it has been rendered unable as aforesaid, thereby, shall notify the other party in writing by registered notice within 24 (twenty four) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.
- iv. Time for performance of the relative obligation suspended by the Force Majeure shall stand extended by the period for which such clause lasts.
- v. If works are suspended by Force Majeure conditions lasting for more than two (2) months, HPGCL shall have the option of cancelling this Contract in whole or part thereof, at its discretion.

14) OVER RUN CHARGES:

No overrun charges shall be paid in the event of the completion period being extended for any reasons.

15) STATUTORY DEDUCTIONS:

Statutory deduction as applicable shall be made at source from the bills of the contractor at the prevailing rates.

Detailed SOPs for compliance of GST & TDS are attached as per Annexure-H in tender documents.

16) ARBITRATION:

- i. All matters, questions, disputes, differences and / or claims arising out of and / or concerning, and / or in connection and / or in consequences or relating to this contract, whether or not obligations of either or both parties under this contract be subsisting at the time of such dispute and whether or not this contract has been terminated or purported to be terminated or completed, shall be referred to the Sole Arbitrator to be appointed by the mutual consent from the panel of Arbitrators provided by HPGCL. The firm may give consent on anyone from the panel. In case no consensus is arrived at between the parties then aggrieved party can approach the competent court of law for appointment of Sole Arbitrator. The award of the Arbitrator shall be final and binding on the parties to this contract. Subject to aforementioned provisions, the provisions of Arbitration and Conciliation Act, 1996 as amended from time to time and rules made there under for the time being in force, shall apply to the Arbitration proceedings under the clause.
- ii. It has been agreed between both the parties that the fee of the arbitrator shall be governed by Arbitration and Conciliation Act, 1996 as amended subject to the condition that the fees shall not exceed Rs 10,00,000/-.

17) 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 a contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.

18) JURISDICTION OF COURTS:

Any dispute if arisen in connection with the contract shall be subject to the jurisdiction of local courts at Panchkula (Haryana).

19) 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.

20) SUBLETTING and ASSIGNMENT:

The contractor shall not, sublet, transfer or assign the contract or any part thereof or interest therein or advantage thereof in any part thereof in any manner whatsoever without prior consent of the HPGCL.

21) CONFIDENTIALITY:

The terms of the bid, Letter of award, Contract Agreement and all information disclosed by HPGCL and obtained by the Consultant in connection with the Consultancy to HPGCL shall remain the exclusive property of HPGCL and shall not be disclosed by the Consultant to any third party without the prior written consent of HPGCL.

22) TERMINATION OF CONTRACT:-

HPGCL may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or in part in following cases:-

- i) If the contractor fails to deliver/execute any or all of the awarded work within the time period(s) specified in the contract, or any extension thereof granted by HPGCL.
- ii) If the contractor fails to perform any other obligation under the contract within the period specified in the contract and any extension thereof granted by HPGCL.
- iii) If the contractor, in the judgment of HPGCL has engaged in corrupt or fraudulent practices in competing for or in executing the contract (definition of corrupt or fraudulent practices defined under relevant clause of ITB). HPGCL reserves the right to terminate the contract at its discretion in full or in part thereof, without assigning any reason after giving one month notice to the firm.
- iv) In the event, HPGCL terminates the contract in whole or in part. Available EMD/BG submitted by the contractor shall be forfeited. Further, the contractor can be blacklisted/debarred/suspension of future business by HPGCL.

23) WITHHOLDING OF PAYMENT:

HPGCL may withhold the whole or part of any payment for work executed by the firm which in the opinion of the order placing authority is necessary to protect HPGCL from loss on account of :-

- a) Services not rendered as per the scope of work
- b) Damage to HPGCL or to others' property.
- c) Penalties if imposed on account of **non-compliance** of statutory labour laws or by court of law in case of injuries inflicted on any personnel including those of HPGCL.

24) The terms & conditions not specified in the tender shall be governed by "HPGCL Works & Purchase Regulations 2015" and its subsequent amendments which are available on the HPGCL website i.e. www.hpgcl.org.in.

-sd-
Chief Engineer/Projects
HPGCL, Panchkula.

LIST OF ANNEXURES (FORMATS)

Sr. No.	Annexure No.	Description
1.	A	Bid Submission Form
2.	B	Format for Contract Agreement
3.	C	Certificate regarding blacklisting.
4.	D	Certificate of No Deviations
5.	E	Price Bid Format
6.	F	Bank Account Details
7.	G	Power of Attorney for Authorized Signatory.
8.	H	SOPs for compliance of GST & TDS

BID SUBMISSION FORM

Bidder Ref. No.:

Date:

e- NIT No.: _____ dated _____

Subject:- Appointment of Consultant for preparation of Detailed Project Report (DPR) for setting up of 1x800MW coal based ultra-supercritical unit as expansion of 2x600 MW Rajiv Gandhi Thermal Power Project(RGTPP) at Khedar, Hisar.

To

Chief Engineer / Projects,
Haryana Power Generation Corporation Limited (HPGCL)
C-7, Urja Bhawan, Sector-6 Panchkula- 134109

Having examined the e-NIT No. _____ Dated: _____

including subsequent Corrigendum's/amendments and clarifications, if any, the receipt of which is hereby acknowledged, we the undersigned, offer for preparation of Detailed Project Report (DPR) for setting up of 1x800MW coal based ultra-supercritical unit as expansion of 2x600 MW Rajiv Gandhi Thermal Power Project (RGTPP) at Hisar with the said e-NIT Documents and hereby furnish our Techno-Commercial Proposal. We further declare that additional conditions, variations, deviations, if any, found in the bid, shall not be given effect to.

Yours faithfully,

Date :

(Signature).....

Place :

(Name).....

(Designation).....

(Company Seal).....

FORMAT FOR CONTRACT AGREEMENT

1. This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 2022, between, on the one hand, HPGCL (hereinafter called the "Client") and, on the other hand, _____(hereinafter called the "Consultant").

WHEREAS

(a) The client has requested the Consultant to provide consulting services as defined in the HPGCL e- NIT no. _____ dt _____ attached to this Contract (hereinafter called the "Services") ;

(b) The Consultant, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:-

The following documents attached hereto shall be deemed to form an integral part of this Contract:

1. NIT no. .
2. Offer of Consultant and subsequent correspondence with client
3. Lol/LoA dated
4. Work order dated.....
5. Any subsequent mutually agreed amendment to the order after signing of the contract.

The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract; in particular:-

- a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- b) The client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF
[NAME OF THE CLIENT]

FOR AND ON BEHALF OF
[NAME OF THE CONSULTANT]

By _____
(Authorized Representative)

By _____
(Authorized Representative)

Signature of witness

Signature of witness

(NON BLACKLISTING CERTIFICATE)
(On the Letterhead of Firm)

e-NIT No: _____ **dated** _____
Bidder's Name and Address: _____ **To**

Chief Engineer / Projects,
Haryana Power Generation Corporation
Limited C-7, Urja Bhawan, Sector-6
Panchkula- 134109

We, M/s hereby declare that we have not been blacklisted by any organization presently.

Date : _____ **(Signature).....**

Place : _____ **(Printed Name).....**

(Designation).....

(Common Seal).....

Certificate Regarding no Deviations

(On letter head of the Bidder)

e-NIT No: _____

Dated: _____

To:

Chief Engineer, Projects
Haryana Power Generation Corporation Limited
Urja Bhawan, C-7, Sector-6, Panchkula.
Haryana – 134109, India.

Subject: e-Tender for preparation of Detailed Project Report (DPR) for setting up of 1x800 MW coal based ultra-supercritical unit as expansion of 2x600 MW Rajiv Gandhi Thermal Power Project (RGTPP) at Hisar.

Dear Sir,

We hereby certify that we have gone through all terms and conditions of your e-NIT No.dated and confirm that the bid submitted by us is in total compliance of the terms of bid documents and no deviations whatsoever are incorporated in our bid.

We further undertake that the entire work shall be performed as per the terms of the above bid documents.

Date:

Place:

Yours faithfully,

(Signature)

Name of Authority Signatory:

Designation & Seal

FORMAT OF PRICE BID, PART-II
(PRICES TO BE QUOTED ONLINE ONLY)
(NOT TO BE FILLED AND SUBMITTED WITH PART-I BID)

Name of the Bidder:

Sr. no	Description	Amount (Rs.)
1.	Preparation of Detailed Project Report for setting up of 1x800MW coal based ultra-supercritical unit as expansion of 2x600 MW Rajiv Gandhi Thermal Power Project (RGTPP) at Hisar	
2.	Applicable GST (%)	
3.	Gross Amount in Figures	
4.	Gross Amount in Words	

Note: - The format is for reference purposes only and the rates must be submitted online only as per relevant clause of ITB.

**DETAILS OF BANK ACCOUNT FOR RELEASE OF PAYMENT THROUGH ELECTRONIC
FUND TRANSFER SYSTEM**

(TO BE FURNISHED BY THE BIDDER ON ITS LETTER HEAD)

THE BANK ACCOUNT DETAILS ARE FURNISHED AS BELOW:-

We _____(Name of the Bidder) hereby request you to give our payments by crediting our bank account directly by E-Payment mode as per account details given below. We hereby undertake to intimate HPGCL in case of any change in particulars given below and will not hold HPGCL responsible for any delay/default due to any technical reasons beyond control of HPGCL:-

Bank Account Number : _____
RTGS/NEFT/IFSC CODE : _____
NAME OF THE BANK : _____
ADDRESS OF THE BRANCH : _____
BRANCH CODE : _____
SWIFT CODE : _____
ACCOUNT TYPE : _____
(SAVING/CURRENT/OTHERS : _____
E-MAIL OF THE : _____
BRANCH OF THE BANK : _____

A BLANK CHEQUE (CANCELLED) IS ENCLOSED HEREWITH.

I/WE hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/We would not hold HPGCL responsible.

Date :

Signature of Authorized Signatory

BANK CERTIFICATION

It is certified that above mentioned beneficiary holds a bank account No. _____ with our branch and the bank particulars mentioned above are correct.

Date

Authorized Signatory
Authorization No. _____
Name
Official Seal/Stamp

Power of Attorney for Authorized Signatory

Format to be used as per standard practices.

STANDARD OPERATING PROCEDURES TO BE FOLLOWED TO MONITOR GST COMPLIANCE:

Stage I :	Floating of Notice Inviting Tender (NIT)
<ul style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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. <p>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:</p> <ol style="list-style-type: none"> 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 alongwith copies of invoices raised to HPGCL, duly reconciled with three returns to be submitted before release of security. 	

Stage II :	Scrutiny of bids																		
<ul style="list-style-type: none"> 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: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Return</th> <th style="text-align: center;">Periodicity of filing</th> <th style="text-align: center;">Return for</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">GSTR 1</td> <td style="text-align: center;">Monthly</td> <td>Outward Supplies</td> </tr> <tr> <td style="text-align: center;">GSTR 2A</td> <td style="text-align: center;">Monthly</td> <td>Its auto populated on GST portal on the basis of GSTR 1 filed by vendor.</td> </tr> <tr> <td style="text-align: center;">GSTR 3B</td> <td style="text-align: center;">Monthly</td> <td>Payment of GST</td> </tr> <tr> <td style="text-align: center;">GSTR 9</td> <td style="text-align: center;">Yearly</td> <td>Compilation of outward and inward supplies, made during the FY</td> </tr> <tr> <td style="text-align: center;">GSTR 9C</td> <td style="text-align: center;">Yearly</td> <td>Analytical statement on GST returns certified by GST Auditor</td> </tr> </tbody> </table> <ul style="list-style-type: none"> Verify that 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. 		Return	Periodicity of filing	Return for	GSTR 1	Monthly	Outward Supplies	GSTR 2A	Monthly	Its auto populated on GST portal on the basis of GSTR 1 filed by vendor.	GSTR 3B	Monthly	Payment of GST	GSTR 9	Yearly	Compilation of outward and inward supplies, made during the FY	GSTR 9C	Yearly	Analytical statement on GST returns certified by GST Auditor
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GSTR 9C	Yearly	Analytical statement on GST returns certified by GST Auditor																	

Stage III :	Award of Contract/ Issue of Work Order/Purchase Order
<ul style="list-style-type: none"> 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 default along with interest & penal amount and deposit the same directly with GST department on behalf of vendor to the credit of HPGCL. Vendor will undertake to immediately inform the HPGCL about any amendment in the 	

GST certificate and to immediately submit the updated registration certificate.

Stage IV : Receipt of first invoice

- Executive wing to verify that the invoice is in performa as specified under GST laws (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 supplier as per invoice with the GST number & address given in tender documents submitted by vendor and submit the duly verified invoice to accounts wing.
- 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 having aggregate annual turnover of more than ₹ 500 Crs has been made compulsory. And w.e.f 01.Jan 2021 Generation of E-invoice for GST supplies by person having aggregate turnover of more than ₹ 100 Crs 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 ₹ 5 Crs is proposed to made compulsory. The nodal officer/engineer in charge of the contract/appointed officer of the respective plant should demand from the supplier 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 supplies without following the e- invoicing procedure shall not be treated as a valid document.
- Obtain a undertaking from the vendor who are not generating e-invoice in following format:
 We M/s. having PAN and GSTIN Registration Numberhereby undertake that our 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 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.will be solely responsible.
 Yours Truly,
 For M/s.....
 Authorized Signatory Name: Designation:
- In case there is difference in value of invoice, due to difference in quantity or quality actually supplied, GST will be applied on revised value of invoice.

Stage V : Receipt of IInd & subsequent invoices

- In addition to procedure mentioned in Stage-IV, following steps to be undertaken.
- All undertaking mentioned at Stage-I to be obtained & verified.
 - GSTR 2A should be matched with amount of GST paid. In case, the details are not there in GSTR2A, issue needs to be taken up with vendor and GST consultant of HPGCL.

Others:

- EMD and Securities/Bank guarantees taken by HPGCL may be refunded only after payment of GST by vendor/contractor which was charged from HPGCL.
- In case any issue arises wrt failure by the firm in GST compliances, all future payments to be put on hold after having consultation with HPGCL’s GST consultant.

STANDARD OPERATING PROCEDURES TO MONITOR COMPLIANCES UNDER TDS PROVISIONS 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-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.

HPGCL as deductor of tax:

- 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 filling Challan no. ITNS-281.
- 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:

From	Transaction to be reported
24Q	TDS on Salaries
26Q	TDS on all Payments except salaries
26QC	TDS on Rent

- 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.)
- 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.

HPGCL is in receipt of payment net of TDS:

- Payer to submit and undertaking that all the TDS pertaining to HPGCL will be deposited 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 of payment 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 of filling 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 as appearing in books.
- TDS so deducted by other party should be claimed in Income Tax return of that financial year.

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 2019-20 i.e. AY 2020-21.

Section	Income Type	Limit	TDS Rate In %
192	Salary Income	As per Basic Exemption Limit & deduction	-
193	Interest on securities	₹ 10,000	10%
193	Interest on debenture	₹ 5,000	10%
194	Dividend other than listed company	NA	10%
194A	Interest other than on securities by other than Bank/FIs	₹ 5,000	10%
194H	Commission on brokerage	₹ 15,000	5%
194I	Rent of Land, Building and Furniture	₹ 2,40,000/-	10%
194I	Rent of plant & machinery	₹ 2,40,000/-	2%
194IB	Rent	₹ 50,000 per month	-
1941A	Transfer of immovable property other than agriculture land	₹ 50 lakh	1%
194C	Payment to contractor / subcontractor (single transaction)	₹ 30,000	2%
194C	Payment to contractor during the year	₹ 1,00,000	2%
194J	Professional fees/ Technical fees etc.	₹ 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
30 th June (April –June)	31 st July of FY
30 th September (July –September)	31 st October of FY
31 st December (Oct. –Dec.)	31 st January of FY
31 st March (Jan. –March)	31 st May of FY immediately following FY
Months	Due date of TDS payment
April to February	7 th of following month
March	30 th April