Rajiv Gandhi Thermal Power Plant

(A Unit of Haryana Power Generation Corporation Limited)

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

Corporate Identity No. U45207HR1997SGC033517

GST Registration No. 06AABCH4536J1ZM **PAN No. AABCH4536J**

Website :- www.hpgcl.org.in, Email ID: xenmp.rgtpp@hpgcl.org.in

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

e-Tender Documents

for

Supply and installation of Guillotine gate for PA fan discharge duct in Unit-I&II, RGTPP, Khedar, Hisar.

NIT No.49/BMD-II/RGTPP/577;
Dated -30.07.2026

Executive Engineer/BMD-II
FOR CE/ RGTPP, HPGCL, Khedar, Hisar.
Phone no. 8222023837,
Landline No. 01693-250136

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Khedar, Hisar

Haryana Power Generation Corporation Limited
Regd. Office – C-7, Urja Bhawan, Sector-6, Panchkula
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Notice Inviting e-Tender (e-NIT)

e-tenders in two parts are invited on behalf of Chief Engineer/RGTPP, Haryana Power Generation Corporation Limited (HPGCL) Khedar, Hisar from eligible parties for supply and installation of Guillotine gate for PA fan discharge duct in Unit-II, RGTPP, Khedar, Hisar.

Tender Enquiry No.	NIT No. 49/BMD-II /RGTPP/577, Dated - 30.07.2026
Description of Work	Supply and installation of Guillotine gate for PA fan discharge duct in Unit-I&II, RGTPP, Khedar, Hisar.
Earnest Money (EMD)	Rs 2,63,100/-
Cost of Tender documents (Non-refundable)	Rs 1180/-
E-services fees (Non-refundable)	Rs 1180/-
Start date and time of tender uploading	30.07.2026, 10:00 a.m.
Last date for submission of online tender	29.08.2026 13:00 p.m.
Due date & time of opening of Technical bid (Part-I)	01.09.2026, 13:00 a.m.

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Annexure-I

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. 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.

   The following are exempted from depositing the earnest money:-

   I. Public Sector Undertakings of the Central / Haryana State Government.
   II. Firms borne on D.G.S. & D/DS&D Haryana rate contracts.
   III. Firms registered with the Director of Industries, Haryana or registered with National Small scale Industries Corporation, Govt. of India. The exemption shall be for the specified items which are available on Director of Industries, Haryana / National Small Industries Corporation Rate Contract.
   IV. Firms borne on the HPGCL"s approved list of suppliers which may have made a permanent earnest money deposit of Rs.10.00 Lakh 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.
   I. Only Haryana based Micro, Small & Medium industrial Enterprises as extended by Haryana Govt. in O/o No.: 2/2/2016-4IBII (1) Dated: 20.10.2016 as per Annexure attached.
   II. Tender fees is exempted only for Haryana based Micro, Small Industrial Enterprises (manufacturing) only as extended by Haryana Govt. in O/o No.: 2/2/2016-4IBII (1) Dated: 20.10.2016 as per Annexure attached.
   III. Bidders who are registered on HEWP and have deposited one time deposit are also eligible for EMD exemption. However, bidder shall submit bid specific Earnest Money Declaration Form generated from HEWP.

3. 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.

4. Submission of bids will be preceded by submission of the digitally signed and sealed bid (hash) as stated in the time schedule (key dates) of the tender.

5. The Tenderer can submit their tender documents (Online) as per the dates mentioned in the key dates at Annexure-II.

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Annexure-II

Instructions to bidder on Electronic Tendering System

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. Bidder must have contractor ID on HEW portal.

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. 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.

   2.3. Tenderers may contact for any support regarding tender submission / obtaining digital signature etc. at following nos. / email ids:-

   E –mail : support-eproc@nic.in OR eproc.nichry@yahoo.com

   Help Desk: 0120-4001002, 05, 0120-4200462, 0120-6277787, 0172-2700275

   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.

   2.8 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.

2.9 For help manual please refer to the 'Home Page' of the e-Procurement website at https://etenders,hry.nic.inand click on the available link 'How to .?" to download the file.

2.10 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. No arguments on this account whatsoever shall be entertained after the last date & time of submission of tenders.

3 <u>Opening of an Electronic Payment Account:</u>

Tender document can be downloaded online. Bidders are required to pay the tender documents fees online using the electronic payments gateway service**.**

4 <u>Pre-requisites for online bidding:</u>

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 e-tendering Portal.

5 <u>Online Viewing of Detailed Notice Inviting Tenders:</u>

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 <u>Download of Tender Documents:</u>

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

7. <u>Key Dates: -</u>

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

Sr. No.	**Department Stage**	**Tenderer's Stage**	**Start date and time**	**Expiry (end) date and time**
1	-	Downloading of Tender Documents & Bid Preparation	30.07.2026 at 10:00 Hrs	29.08.2026 upto 13:00 Hrs.
2	Technical Opening (Part-I)	-	01.09.2026 at 13:00 Hrs.	
3	Short listing of Technical bids & Opening of Price/ Financial Bid		will be intimated to the firms on their E-mail	

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders. If bidder fails to complete the Online Bid Submission stage on the stipulated date and time, his/her bid will be considered as bid not submitted, and hence not appear during tender opening stage.

8 <u>Bid Preparation (Technical & Financial) Online Payment of Tender Document Fee, eService fee, EMD fees of online Bids:</u>

8.1 The bidders shall have to pay for the Tender document fee, EMD fees & eService Fee (Rs 1180/-) 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 guidelines, Home page of the e-tendering portal https://etenders.hry.nic.in may be referred.

8.2 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) in the part-I (Technical envelope).The price bid shall be submitted in separate part-II format supplied by purchasing authority online. The committee members shall open only the part-I on schedule date of

8.3 opening of technical bid. As per system settings, Part-II cannot be opened on that date.

8.4 The tenders shall be opened on the due date by Tender Opening Committee comprising of Executive Engineer, AE/AEE and a representative of finance / account department of not below the rank of Section Officer / Divisional Accountant. The tenders shall be downloaded and print outs taken.

9 If the tenders are cancelled or recalled on any ground, the tender document fees &e-service fee will not be refunded to the agency. However, EMD shall be refunded.

10 Bidder shall ensure that payment shall be made at least 2 days prior to last date of submission of the bid.

11 Rates shall be quoted by the tenderer in the format supplied by purchaser. No deviation in terms shall be allowed.

12 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.

13 The bidder can revise his price bid any number of times but only before last date of submission of bid. All previous quotes are deleted & only the latest price quoted is visible to the purchasing authority on date of opening of price bid.

14 The bidders shall observe the highest standards of ethics during the submission of tender and execution of the contract. In case of evidence of cartel formation by the bidder(s) EMD is liable to be forfeited.

15 The bidder shall bear all costs of 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.

XEN/BMD-II,
For CE/RGTPP, HPGCL,
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Annexure-III

General Instructions to 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 bidder should be Original Equipment Manufacturer/Supplier (OEM/OES) of guillotine gates or a registered vendor of HPGCL, as per Vendor Registration Policy for the work of supply and installation of Thermal Power Station of minimum unit capacity of 110 MW .

OR

The bidder must have experience of having successfully executed the Purchase Order(s)/Work Order(s) in HPGCL/NTPC/any SEBs/any PSUs/any PSUs/any Corporations/Central Government/State Government/Semi Government or in any Thermal/Hydel Plant for supply and installation of guillotine gates in Thermal Power Station of minimum unit capacity of 110 MW and have average annual turnover and other eligibility conditions as given below :

Experience of Execution of Purchase Order / Work Order :

The bidder must have successfully executed the Purchase Order(s)/Work Order(s) for the same or similar item(s)/work(s) during last seven years ending last day of the month previous to the one in which bids are invited having minimum order value as under :-

Single Order of the value not less than Rs 1, 05, 22,372/-. OR

Two Orders of the value not less than Rs 65, 76,482/- each. OR

Three Orders of the value not less than Rs 52, 61,186/- each.

ii. Bidder must have average annual turnover in last three consecutive financial years ending 31.03.2026 shall not be less than Rs 1,31,52,964/-.

iii. 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.

iv. The firm should submit a certificate that the firm is not blacklisted in last 5 years ending 31.05.2026 in any organization.

Note: -

(i) Firm must have contractor's ID on HEW portal, failing which firm's tender will be straight way rejected.

(ii) In case of service contracts, bidders who have successfully carried out erection, testing & commissioning and have minimum one year experience of Operation & Maintenance in the preceding 7 years of the equipment where the services are required will also be eligible.

(iii) 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.

(iv) 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 (duly supported by successful completion/ execution certificate for such period/value) shall be taken into consideration for assessing the eligibility criteria.

(v) 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.

(vi) Average Annual Turnover = Sum of the Annual Turnover of preceding three years / 3 (as per audited Accounts).

(vii)Other income shall not be considered for arriving at annual turnover.

(viii) In case where audited results for the last preceding financial years are not available for determining the average turnover, certification of financial statements from a practicing Charted Accountant shall be considered acceptable.

(ix) 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:-

a) 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.

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

c) 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.

d) **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**.

(x) The firm should fill statement of bidders Performa as per Annexure-XI and submit authentic supporting documents for proving its credential. Original documents may be asked for verification at the time of finalizing the tender.

(xi) Decision of the HPGCL regarding fulfillment of Pre-qualification requirement shall be final and binding upon the bidders.

2. Conditions of the contract and other information can be had from the XEN/BMD-II Division (e-mail: xenbmd2.rgtpp@hpgcl.org.in, Telephone No. 8222023837) on any working day prior to last date of Downloading of Tender Documents & Bid Preparation.

3. The Tender Document can also be downloaded from HPGCL website www.hpgcl@org.in.

4. The tender will only be submitted on the centralized e-procurement portal i.e. https://etenders.hry.nic.in.

5. 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.

6. 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.

7. 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 freight, Works tax, VAT, price escalation, etc.

8. Rate Quoting Sheet :-
   a) The tenderer will quote their rates strictly as per the Rate Quoting Sheet.
   b) Conditional Discount offered by any tenderer will not be considered for the purpose of relative comparison of rates quoted by participating tenderers.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.
    b) 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.

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

15. 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.

16. 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.

17. 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.

18. 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.

19. The bidders shall supply partnership deed in case of partnership firm and Memorandum of Association and Article of Association in case of a company.

20. Chief Engineer/RGTPP 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.

21. 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.

XEN/BMD-II,
For CE/RGTPP, HPGCL,
Khedar, Hisar

Scope of Work for supply, installation & commissioning of Guillotine gate at PA fan discharge duct at RGTPP, Khedar, Hisar

PA fan duct size: 3800mmx3000mmx6mm
Temperature: Ambient temperature
Pressure: 16244 Pascals (1625 mmWC)
Drive system: Motorized, Chain & sprocket type
Scope of supply: Complete Guillotine gate assembly (comprising of actuator, gate sealing arrangements, required structural materials).
Orientation of PA Duct- Horizontal
Elevation of PA duct- Just above ground floor
Scope of work

1) The contractor has to supply 04 nos. of complete gate assembly along with its accessories and also carry out the erection of the supplied gate. Contractor has to arrange to provide necessary support structure for the guillotine gate from the ground. Steel materials for the support structure shall be provided by HPGCL.
2) Deployment of skilled manpower to complete the job will be under contractor's scope.
3) All tools, tackles, consumables (DA, Oxygen, welding electrodes) etc. will be under contractor's scope.
4) Hydra, tractor, trolley etc required to shift the materials from stores to site will be under contractor's scope.
5) It is to be noted that supply of all the required structural material related to the guillotine gate (excluding support structure from the ground) will be under contractor's scope.
6) C&I/Electrical works related to the operation of gates will be under HPGCL's scope.
7) Procurement and installation of electrical panels required for gate operation will be under HPGCL's scope but the specification of electrical panel is to be mentioned beforehand.
8) The operation of installed gate shall be smooth and guaranteed against defective supply or bad workmanship for a period of 12 months.
9) The contractor has to provide drawings for guillotine gate including the part drawings at the time of delivery of material.
10) The installation of gate will be carried out during overhauling of U#II and for U#I a separate intimation from the office of XEN/BMD-I will be given as per the available schedule.
11) Rs. 5000/- as penalty will be deducted for any delay in completion of work per day subject to maximum of 10% of work portion.
12) The contractor has to arrange for their own accommodation, and it will not be under HPGCL's scope.
13) The contractor may visit site for inspection before quotation if necessary.
14) Provision of EPF and ESI will be governed as per government's rule.
15) The firm shall provide detail of all material/items related to C&I and EMD with complete specification which are in the scope of HPGCL giving sufficient time for procurement/arrangement these division.

Entire job will be tasked under these heads:

1) Supply of Guillotine gate along with its drive system, gate sealing arrangements and required structural materials- 04 sets (rate is to be quoted per set)
2) Erection of guillotine gate at PA fan discharge duct (rate is to be quoted for erection of each set)

XEN/BMD-II,
For CE/RGTPP, HPGCL,
Khedar, Hisar

GENERAL TERMS AND CONDITIONS OF CONTRACT

1) CONTRACT AGREEMENT

The contractor shall execute a contract agreement (as per Annexure-IX) 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. 2,63,100/- (Rupees Two lakh sixty three thousand one hundred only)as the earnest money (EMD).

3.2 The earnest money furnished by the successful tenderer on whom the work order is placed shall be converted into security deposits as a guarantee for faithful and satisfactory execution of the work order. (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 security deposit shall be regulated as per following:-

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

3.4 The security deposit 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 work and after completion of 30 days 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) **<u>Payment Terms</u> for Each Unit:-**The Payment Terms shall be as following :

4.1 **<u>For supply of material:</u>** Billing Break Up (BBU) to be submitted by the firm before starting the supply of material:

I. Firm shall supply the material according to BBU and 90% payment of total supply portion of composite WO of unit wise value, shall be released to the firm against 100% receipt of material after 21 days for any particular/individual/each unit in RGTPP store.

II. This payment shall be released only after submission of PBG (as per clause no. 11 valid for G/W period of contract for that particular Unit.) inspection of material shall be carried out in RGTPP main store.

III. 10% payment of unit wise order value after 30 days of successful completion of erection, testing and commissioning.

4.2. <u>For Erection, Testing and Commissioning:</u>

I. 50% payment of total testing, erection and commissioning unit wise will be paid as stage payment against appropriate bill of contractor and on certification by Engineer-in-charge that 60% work stands completed.

II. 30% payment of total testing, erection and commissioning unit wise value against appropriate bill of the contractor and on the certification by Engineer-in-charge that 100% work stand completed.

III. Next 10% of contract value against appropriate bill of the contractor on submission of jointly accepted protocols..

IV. Balance 10% of contract value after completion of warranttee period against appropriate bill of contractor. However the amount could be released after 30 days of completion of work in all respect on submission of performance bank guarantee of equivalent amount valid for warranttee period,

5) <u>LOSS OF HPGCL PROPERTY DURING THE CONTRACT PERIOD</u>

The contractor shall ensure that no damage or loss is done to HPGCL's property or human being in the jurisdiction of work site. In case it is found that, there is any loss to HPGCL's property or human being due to negligence of any labourer / worker the same shall be made good by the contractor at his own cost.

6) <u>MODE OF PAYMENT</u>

Payment shall be released by the Sr. Accounts Officer/Accounts Officer, RGTPP through RTGS/NEFT. The Contractor will intimate the complete bank details viz. Name of Bank/Branch, Account Number, Type of Account, IFSC Code etc, to Sr. Accounts Officer/Accounts Officer, Bank charges, if any, shall have to be borne by the contractor.

7) <u>CONTRACT PERIOD</u>: 365 days from the date of issuance of P.O/WO

8) <u>COMPLETION PERIOD:</u>

8.1 <u>For supply of material</u> : 90 days from date of intimation which shall be given separately by concerned XEN.

8.2 <u>For Erection, Testing and Commissioning</u>:

Unit-I &II, RGTPP, Khedar has different time schedules for carrying out the work. Therefore, the firm will be intimated unit wise depending upon available opportunity. Two weeks time for mobilization of manpower will be given. However, work of **erection, testing and commissioning will be completed in 20 days in each unit from the date of start of work.** The firm will be intimated separately the tentative schedule for the work to be carried out which is probably the overhauling of units.

The work is to be commenced/started as per directions through written communication by the concerned user division.

8) Risk & Cost Purchase/Work:

8.1 In case of delay or non-supply of any or all the material on dates, they are due, HPGCL will have the right to refuse such delayed supplies and to make the purchase of the material, so delayed or not supplied, from any other alternative source or through departmental manufacturing at the sole risk and cost of the suppliers. Any extra expenditure incurred on such purchase or department manufacture shall be recoverable in full from the suppliers in addition to the HPGCL right to claim for liquidated damages.

8.2 If the contractor fails to adhere to the time schedule or if his services are found to be unsatisfactory, HPGCL will be entitled at its option beside LD clause either:

a. To get the work done from any other agency after serving notice of 3 days on contractor at his risk and cost and without prejudice to the provision of contract.

OR

b. To cancel the contract & forfeit the retention money etc. without assigning any reason and will not be responsible and will not pay for any expenses or losses that may be incurred by the contractor towards preparation/mobilization for execution of the job against work order.

9) PENALTY / DEDUCTIONS

If the supply is not completed within the stipulated period, the LD shall be imposed @ 0.5% of the total basic contract value of each unit (Supply part only) per week of delay subject to maximum of 5% of total basic contract value of each Unit. However penalty for work shall be applicable as per condition at Sr. No. 11 of SOW Annexure -IV.

10) DOCUMENTATIONS

10.1 FOR ERECTION , TESTING AND COMMISSIONING:

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 the monthly bill in duplicate to the executive in-charge along with the followings:

   a) The contractor shall submit the monthly bill in duplicate. The bill should be on the contractor's bill book duly serially numbered and bearing date of issue, contractors , GST number, PAN, etc. A photo copy of the EPF code, GST number, Labour license, PAN, ESI Act 1948 etc. shall be attached with the 1st running bill 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 workers and their account no. in the appropriate prescribed Performa.

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

   d) The contractor will provide the undertaking as per Annexure-XIV, XVI, XVII,XVIII and XIX. regarding deposition of GST collected from HPGCL along with Bills.

   e) The contractor will provide the undertaking/declaration regarding TDS as per Annexure -XXI.

ii) The bill submitted by contractor as mentioned 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 as mentioned below.

iii) Certificate from the Engineer In-charge that

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

b) The copy of the EPF challan, ESI challan, Labour Welfare contribution etc. submitted by the contractor pertain to the labour deployed at site and none of the worker has been excluded therefrom.

c) The record entry of the work done has been taken in the SMB at page no. ______on date ______.

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

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

v) Turnover Certificate:- Turnover Certificate is to be attached with bills as per prescribed format.

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

10.2 DOCUMENTATION FOR SUPPLY PART:-

The supplier shall submit a set of documents as detailed below well in time to the following offices for processing his bill for pass and payment.

1. **Concerned Executive Engineer (Purchaser copy)-**

a) Acceptance of WO b) Readiness of material/ inspection call
c) Copy of invoice in triplicate d) Copy of RR/GR
e) Advance intimation of dispatch f) Test Certificates

2. **Sr. A.O. (Accounts copy)**

a) Copy of invoice in triplicate b) GST Certificate
c) Documentary Proof of E.D. claimed d) Insurance copy
e) Guaranty/ Warranty Certificate f) Interchange ability Certificate (if applicable)
g) Inspection report h) Performance Bank Guaranty.
i) Copy of R.R. / G.R. j) Copy of E- way bill

3**. Executive Engineer/ Stores (Consignee copy)**

a) Copy of Invoice. b) Copy of Inspection Report
c) Dispatch particulars d) Copy of RR/GR.
e) Copy of E- way bill

Note:- No interest, what so ever on any account shall be paid by HPGCL. Bank Charges if any shall be borne by the supplier.

11) PERFORMANCE BANK GUARANTEE -

Contractor shall submit bank guarantee of the nationalized bank equivalent to 10% of the contract value in the prescribed Performa valid up to one month after completion of warrantee period of complete contract.

12) **WARRANTY / GUARANTEE :** The firm shall furnish the following certificate on NJSP of appropriate value.

12.1 For Material Portion:

" Certified that we will be responsible to replace within 45 days free of cost with no transportation and insurance expenses to the purchaser up to the destination the whole or the part of the material/equipment supplied by us which under normal or proper use, maintenance and on testing proves to be defective in material quality and workmanship within 18-months from date of supply or 12-months from the date it is put to use provided the purchaser gives proper written notice within the reasonable time actually required to do so and warranty will also be applicable to the material so replaced by us."

No interest whatsoever on any account, shall be paid by HPGCL.

12.2 Warranty for Workmanship:

The firm shall provide warranty for workmanship of 12 months from date of completion of erection, testing and commissioning of guillotine gates. During this period if some equipment(s), which has been attended by the firm, is found to be defective, the same will have to be attended again without any additional charges to HPGCL. In such cases, 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 the risk and cost of the contractor at the risk and cost of contractor.

13) FORCE MAJEURE

The delay in completion of work may be treated as force majeure to the contractor only if:-
The delay is resulted from any causes arising out of compliance with regulations, orders or instructions of the Central or State Governments, acts of God, acts of Civil & Military authority, fires, floods, strikes, lock-outs, freight embargoes, war risk riots & civil commotion

and the contactor's request for extension of the work period along with all necessary evidence comes, before the expiry of the schedule date(s) of work.

14) 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.

15) OVER RUN CHARGES

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

16) WATCH & WARD

The watch and ward of associated material & T&P etc. will be the responsibility of the contractor.

17) FACILITIES TO BE ARRANGED BY CONTRACTOR

The contractor shall make his own arrangement for providing the facility like lodging, boarding, furniture and transportation etc.for his supervisors/staff engaged by him for the job.

18) STATUTORY DEDUCTIONS

Statutory deduction on account of Income Tax, TDS under GST etc. including surcharge shall be made at source from the bills of the contractor at the prevailing rates.

19) FACTORY ACT/MINIMUM WAGES ACT/INSURANCE ACT/ EPF ACT ETC.

Strict adherence of various applicable laws likes the Factories Act, Minimum Wages Act, Payment of Wages Act, the workman's Compensation Act, EPF Act, Contractor labour (Regulation & Abolition) Act, 1970, ESI act and all other statutory requirements as amended from time to time 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 Labour Welfare Officer, at the time of 100% payment along with corresponding list of workers. The contractor shall make the payment of wages to its labourer/worker in their saving account only. Documentary evidence thereof shall be submitted along with the running bills.

20) 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.

21) 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 equipments in unsafe conditions. Against violation of any other clause, a penalty of Rs. 500/- per violation (minimum) shallbe 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 on quarterly basis 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. The firm shall be responsible for all legal consequences for not adopting safety precautions.

22) 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.

23) 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.

24) JURISDICTION

The contract shall be deemed to have entered into at Hisar and all cause of actions (in relation to the contract shall, therefore, be deemed to have arisen within the jurisdiction of the count of Hisar, Distt. Hisar (Haryana) or the related high court of Punjab and Haryana, Chandigarh.

25) 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.

26) SUBLETTING AND ASSIGNMENT

The firm 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 CE/RGTPP, HPGCL.HPGCL reserves the right to cancel the work order at any time without assigning any reasons and will not be responsible and will not pay for any expenses or losses that may be incurred by the contractor towards preparation/mobilization for execution of the job against work order.

27) Invoice raised should contain invariably your GST registration number, HSN Code, PAN Number, place of business with address and unique invoice number suffix with RGTPP.

28) Indemnity:

If, for any reason on resulting from any cause whatsoever, any statement, representation or warranty set forth in the proposal and work order is found to have been materially incorrect or untrue when made, in breech or fails to prove to be true, the firm shall be fully liable to any and all liberty, damage, any third party claims, costs and expenses including legal fees arising from such misrepresentation, breech or incorrect statement. The firm shall indemnify and keep indemnified the HPGCL fully and hold harmless against any or all liabilities, costs, expenses including legal fees, third party claims of infringement of copy right, trade names, trademarks, patents and other

intellectual property rights subsisting in or used in connection with the services to be provided by HPGCL including all documentation and manuals relating thereto including any original authorship of further developmental works and derivative works made. The firm shall indemnify HPGCL against all actions, suits, claims, demands, costs or expenses arising in connection with death or injuries suffered by persons employed by you under any applicable law for the time being in force.

29) GST:

GST, if charged, separately shall be said as per actual within delivery period on production of following certificates:

a) Certified that transaction on which tax has been claimed will be included in the return to be submitted to the GST authorities for the assessment of GST and the amount claimed from HPGCL shall be paid to the GST authorities.

b) Certified that the goods on which GST has been charged have not been exempted from GST under Haryana / Central GST Act or rules made there under. The charge on account of the GST on these goods is correct under the provisions of the relevant act or rules made there under.

c) Certified that we shall indemnify to HPGCL in case it is found at a later stage that incorrect payment has been recovered on account of GST by us.

d) Certified that we are registered as dealer and our Haryana / Central GST No. is__________________

*HPGCL GST No. is: 06AABCH4536J1ZM

Note: - Any increase in taxes and duties after the delivery period shall be on supplier's account and shall not be borne by HPGCL.

XEN/BMD-II,
For CE/RGTPP, HPGCL,
Khedar, Hisar

Annexure-VI

Other Terms and Conditions

1. The personal protective equipments (PPEs) for the safety of workers i.e. safety belt, safety shoes, hand gloves, safety helmets, safety goggles etc. shall have to be arranged by the contractor at his own cost.
2. The transportation of spares & other material from O&M store to site store or place of work & transportation of scrap/dismantled material to store yard will be in the scope of contractor. The contractor will assist the loading/unloading of spares, if the same are to be got repaired from any private workshop.
3. Water, electricity, compressed air will be provided by the RGTPP, HPGCL free of cost at the nearest point available. Further connections of the same shall, however, be made by the contractor up to the site of works at his cost.
4. The existing facilities available in the Departmental Workshop shall be provided by HPGCL free of cost, wherever available ; otherwise, the contractor shall be responsible for carrying out the job by making his own arrangement without affecting the completion schedule in any way.
5. Contractor shall fully associate with trial, commissioning of the equipments, if required, up to the full load and keep sufficient manpower to attend fault etc., if any.
6. After attending the job, the area will have to be got cleaned/cleared and scrap etc. to be removed from site. In case Engineer-in-Charge feels that the area has not been cleaned/cleared properly, HPGCL has the right to get the above work done from other agency at the risk and cost of the contractor.
7. Any short coming, defect/deficiencies noticed during testing & commissioning shall have to be rectified by the contractor immediately at his own risk and cost to avoid any delay in the overall commissioning of the unit, irrespective of any reason whatsoever may be.
8. Contractors shall have to arrange necessary 24 volt lighting at various locations with their own cables and lamps as per requirement but electricity will be free of cost.
9. The work may be carried out round the clock (if required) with full strength of technicians and supervisors. If so, the contractor will deploy parallel groups who will work simultaneously in parallel round the clock in full strength.
10. Isolation of area of work by warning tape shall be in the scope of contractor.
11. If there will be any delay on account of HPGCL such as non-availability of material/spares etc. then the completion period will be extended by the HPGCL accordingly without levy of penalty on the contractor for the period attributable to HPGCL.
12. The consumables like welding electrodes, waste cotton, dhoti, etc. shall be in the scope of the firm/contractor.
13. The work is to be completed within 20 days from the date of clearance to start the work. The date of clearance to start the work shall be given unit wise by user division (XEN.BMD-I & XEN/BMD-II, RGTPP) as per available schedule. The contractor shall be given a mobilization period of up to fifteen days only.

14. The tax Invoice shall be raised by the firm which should contain invariably their GST number, SAC code, PAN number, place of business with address & GST No. of HPGCL.
15. The contractor has to arrange all the T&P (whether heavy or light) required for smooth execution of the complete job including welding sets, gas cutting sets, winch machines, chain-pulley blocks, scaffolding material, winding ropes, steel ropes & wires, wooden planks, stairs, temporary lighting, hydraulic testing pumps, spanners, hydraulic jacks as per site requirement, portable grinding machine, hoisting arrangement etc.
16. All consumables like welding & cutting gasses, Argon gas, waste cotton, emery paper, holdite, kerosene oil, diesel, rustoline, petrol, hexa-blades, grinding wheel & all small items required for handling & maintenance jobs cleaning agents, Oxygen, DA Gas cylinder etc. shall be arranged by the contractor at his own cost. Welding electrodes will be of following make and will be got approved from Engineer-in-charge : (i) L&T (ii) D&H (iii) Advani (iv) ESAB. However the firm has to arrange the additional general purpose welding electrodes as per site requirement at its own level.
17. All the spare parts & consumables like gaskets, grease, oil for final filling, nuts, paint & jointing materials, seals, 'O' rings etc which are the part of the equipments shall be contractor's scope.
18. The Contractor will make his own arrangement for chain pulley block at his own risk and cost without affecting the schedule of erection and commissioning.
19. EOT Crane, wherever provided/available at site shall be provided by HPGCL free of cost. If during the use, any damage occurs on account of mishandling on their part, the same shall be got repaired by the contractor. Otherwise, the contractor will make his own arrangement for the same at his own risk and cost without affecting the schedule of erection and commissioning. However, if EOT hoist is not available due to any reason, the contractor shall make his own arrangement for completion of the work.
20. All men and material for erection and dismantlement of scaffolding including scaffolding material, to and fro transportation of scaffolding material etc. shall be in the scope of the contractor.
21. HPGCL reserves the right to cancel the work order at any time without assigning any reasons and will not be responsible & will not pay for any expenses or losses that may be incurred by the contractor towards preparation/mobilization for execution of the job against work order.
22. The scope of work (Annexures) is only tentative and as per the prevailing site conditions. The actual quantum of work may slightly differ at the time of execution of work.
23. The activities mentioned in the scope of work (in Annexure) are details of possible works connected with the testing, erection and commissioning. However, it is not possible to list out all the minor activities in detail. So, all such minor/any other left out activities essential for timely completion of work shall be deemed to be included in the scope of work.

24. 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.

25. The recovery in respect of any spares/equipment which get damaged due to negligence on the part of the contractor will be done at the rates as mentioned in the price catalogue of RGTPP's OEM or any other PO/Source, plus 10% supervision charges.

26. During the course of this work, the contractor shall keep a competent authorized representative and his assistants so that the progress of the work is not hampered. The representative shall represent the contractor in his absence and all directions given to him shall be binding as if given to the contractor. In no case, the authorized representative can refuse to receive the instructions.

27. Advance Planning :-

(i) Immediately after receipt of work order but not later than 07 days, the contractor will submit the Bar Charts/Pert Charts/Schedule i.e. Planning for completion of work within the stipulated period, to concerned Mtc. Division i.e. BMD-I&II and the same will also be submitted to SE/O&M-I&II for appraisal of CE/RGTPP. This will be prepared in consultation with the concerned Mtc. Division in-charge of the work i.e. XEN/BMD-I&II.

(ii) Before commencement of work, contractor will give the details of all qualified & experienced manpower to the concerned engineer- incharge/XEN (i.e. XEN/BMD-I&II) so as to ensure completion of the total job safely and well within the stipulated completion period. However engineer- incharge/XEN/BMD-I&II, RGTPP can refuse to deploy any staff/manpower of contractor at commencement of work or any time during execution of work, who are not found suitable/fit as per job requirement.

XEN/BMD-II,
For CE/RGTPP, HPGCL,
Khedar, Hisar

Annexure-VII

Supervision / Quality Control of Work

1. 100% checking/supervision of the work will be done by the concerned Mtc. Division i.e. BMD-I&II.
2. The contractor will submit the advance programme/list of jobs/activities proposed to be done to the concerned Mtc. Division (BMD-I&II). This programme shall be chalked out by the contractor/firm in consultation with the concerned Mtc. Division.
3. The contractor shall also submit the details and report of the work done on regular basis to the concerned Mtc. Division .
4. After completion of the job/work and successful testing and commissioning of the equipments, to place on record that the work has been done by the contractor as per scope of work of the work order, Protocols will be prepared by the contractor in consultation with concerned Mtc. Division (executing agency i.e. BMD-I&II) got signed from : -
   a) JE, AE/AEE & XEN of the concerned Mtc. Div.
5. On this Protocols a certificate will be recorded by the contractor that all the observations pointed out during supervision by HPGCL were attended.

XEN/BMD-II,
For CE/RGTPP, HPGCL,
Khedar, Hisar

Annexure-VIII

Guaranty/Warrantee Certificate

I. Certified that I, Sh………………………………. S/o Sh……………………………....... R/o……………………………………on behalf of M/s………………………………….. …………………………………registered office at ………………………………………. do hereby undertake to furnish guarantee/warrantee for the workmanship of the work done for a period 12 month from the date of completion of work / 18 month from the date of commissioning of equipment(s) whichever is earlier, by the firm/company vide Work Order No…………………….dt. ……………… issued by the Executive Engineer vide memo no. ……………………………………..dt.…………………………… in case any defect/damage found in the material used by us or work done by us during the period of Guarantee/warrantee. We undertake to replace the defective material or remove the defect free of cost to HPGCL within the shortest possible time not more than a week after receipt of information of defect.

(Authorised Signatory)
with office seal

Annexure-IX

CONTRACT AGREEMENT

This contract agreement entered in to this ______ day of the month of ________, 2026 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 during overhauling in _________ 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. Where the contractor also agrees to absolve the board 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

ii. 1.

ii. 2.

Annexure-X

Statement of Bidders

1. Name of Bidder ________________________________
2. Address of Head Office ________________________________
3. Correspondence Address ________________________________

Email ID :

Phone No.

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
   ii. ____________________ since_________
   ii. ____________________ since_________
   iii.____________________ since__________

8. Annual Turnover of past three year
   ii. ___________________________
   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-XI

Price Bid(Part-II) : Rate Quoting Sheet

SUPPLY AND INSTALLATION OF GUILLOTINE GATE FOR PA FAN DISCHARGE DUCT IN UNIT-I&II, RGTPP, KHEDAR, HISAR.					
Sr. No.	**Description of Work**	**Unit**	**Qty.**	**Unit Rate (Rs.)**	**Amount (Rs.)**
1	Supply of complete Guillotine gate assembly for PA fan discharge (comprising of actuator, gate sealing arrangements, required structural materials etc.), Duct size 3800mmx3000 mm	Set	4	X	X
2	Installation of guillotine gate at PA fan discharge duct	Set	4	X	X
Total					

Note:

1. The whole work against this tender shall be awarded to a single firm whose overall quoted prices are lowest for the complete package].
2. The GST will be paid extra as applicable.
3. This Rate Quoting Sheet is for reference/sample purpose. The rates should be filled in the rate quoting sheet attached/uploaded in the e-NIT at the website.

(Signature& Stamp of contractor)

(Signature& Stamp of contractor)

Annexure-XII

(Annexure to Schedule-‘C’)
Special Benefits / Concessions to the Haryana based Micro, Small and Medium Industrial Enterprises in the State Public Procurement as under(G.O. No.- 2/2/2016-41B11 (1) dated 20.10.2016) :-

A. Concessions / Benefits to Micro and Small Enterprises (MSEs):-

Sr. No.	Area as part of qualifying requirements	Concessions / benefits allowed to MSEs	Eligibility
1	Tender Fee	Exemption on the payment of tender fee subjected to fulfillment of conditions as per eligibility	Manufacturing Micro & Small Enterprises(MSEs) (Including Khadi& village Industries/Units) who have filed Entrepreneur Memorandum in Haryana in respect of the quoted items, participate directly in tender and not through any intermediaries (their dealers/agent/distributors), will not subcontract to any other firm and to carry the entire manufacturing at their enterprise. Concerned MSE will be required to submit the copy of Entrepreneurs Memorandum in respect of its category of Micro/small issued to the firm by the Industries Department Haryana as part of Technical Bid. Manufacturing Micro & Small Enterprises(MSEs) (Including Khadi& village Industries/Units) who have filled Entrepreneur Memorandum in Haryana and further:- a) Those MSEs have Quality Certification of ISI/ ISO / AgMark/ Quality Mark issued from competent authority in State or Central Govt. in respect of the items/ goods mentioned in the tender. OR/AND b) Those who were registered with DGS&D/NSI / GOI Department/ State Govt. Department / GOI PSUs/ State Govt. PSUs in respect of the item/ goods mentioned in the tender. The firm will be required to submit the detailed information in respect of above through an affidavit as per the format enclosed as Annexure-D-I
2	Earnest Money Deposit (EMD)	Exemption on the payment of Earnest Money Deposit (EMD) subjected to fulfillment of conditions as per eligibility	
3	Performance Security	90% concession on performance security as applicable to other Haryana based firm’s subject to fulfillment of condition as per eligibility.	
4	Turnover	a) Micro Enterprises: Concession of 80% on turnover condition imposed as qualifying criteria. b) Small Enterprises: Concession of 70% on turnover condition imposed as qualifying criteria	
5	Past performance & Experience	Exempted in respect of Past Performance & Experience as part of requirements of the tender subject to fulfillment of conditions as per eligibility.	
6	Purchase Preference	50% of the total tendered quantity providing quoting price within band of L-I+15% by bringing down their price to L-I and subject to condition that it agrees to fulfillment of other terms & conditions of the tender and further subject to fulfillment to conditions as per eligibility.	

B. Concessions / benefits to Medium Enterprises:-

Sr. No.	Area as part of requirements	Concessions benefits allowed to MSEs	Eligibility
1	Past Performance & Experience	Exemption on requirements of Past Performance & Experience as part of qualifying requirements of the tender subject to fulfillment of conditions as per eligibility.	Manufacturing Medium Enterprises of the state have filled Entrepreneur Memorandum for quoted items in Haryana, participated directly in tender and not through any intermediaries (their details/agents distributors), and will not

2	Purchase Preference	10% of the total tendered quantity provided quoting price within band of L-I+15% by bringing down their price to L-I and subject to condition that it agrees to fulfillment of other terms & conditions of the tender and further subject to fulfillment of conditions as per eligibility.	subcontract to any other firm and to carry the entire manufacturing at their enterprises. This concession will be applicable only for one year to newly registered Medium Enterprises or Medium Enterprises of state who are not eligible in State Public Procurement due to eligibility criteria of Past performance & experience. The firm will be required to submit the detailed information in respect to above through an affidavit as per the format enclosed at Annexure-D-II

Annexure-XIII

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

1.1.1. GST registration of GST no………………………… in name of m/s……………………………………………………………..is valid as on date…………..

1.1.2. 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:

Annexure-XIV

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

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

1.2. 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 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.

1.3. 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:

Annexure-XV

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:

Annexure-XVI

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

We M/s. ……………………. having PAN ……………………… and GSTIN Registration Number ………………….hereby undertake that our Aggregate Turnover (as per Section 2(6) of Central Goods and Services Tax Act, 2017) for FY 2025-26 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:

Annexure-XVII

ACCEPTANCE CERTIFICATE

I, ________________________________ Designation _________________________

of (Name of the Company) ____

____

hereby accept all the terms and conditions given in the above work order.

For M/s ___________________________

Annexure-XVIII

UNDERTAKING OF STAFF ENGAGED

I,__________________________S/O Sh.__________________________________

R/O____working with

M/s____hereby give

Undertaking that I will not claim any service in HPGCL in lieu of service render to the

Firm M/s ____against work order

No. _________________________dated___________________________________.

Signature & Stamp of Contractor **Signature of worker**

Annexure XIX

(Annexure-D-I)

(Seeking benefits / concessions in past performance / Experience & Purchase Preference by Haryana based manufacturing Micro & Small Enterprises (MSEs) in the state Public Procurement)

(On non Judicial paper of Rs. 10/-)

I ________________________ S/o ______________________ aged __________residing at ______________________________Proprietor / Partner / Director of M/s ____________________________ do hereby solemnly affirm and declare that:-

1. My / our above noted enterprise M/s _____________ (name & Address) _______________ has been issued manufacturing Entrepreneurs Memorandum in Haryana by the District Industries Center ______________________ under acknowledgement No. ___________________ of dated ________ (Self certified copy of the same is attached as Annexure-A with this affidavit) and has been issued for manufacture of the following items in category Micro / Small Enterprise (please thick the either) as under:-
   i) ______________
   ii) ______________
   iii) ______________
2. That the quoted item(s) in the tender_____________________ is one (or more) of the item for which my/our above noted enterprise has been issued. Manufacturing Entrepreneurs Memorandum by the Industry Department Haryana as per details at para 1 above.
3. That my/our above mentioned manufacturing Micro/Small Enterprises fulfills either or both of the below mentioned eligibility criteria:-
   i. That my/our above mentioned enterprise has been issued quality certification of ISI Mark/ ISO/ AgMark/ any other quality mark__________________________(please tick either of the option) by _______________________________(name of GOI/ State Govt. Agency/ Institution authorized by GOI/ State Govt.) on ______________________ and the same is valid from_____________ to _____________ in respect of item/ good (give name of item/ good) ______________________mentioned in the tender (Self Certified Copy of the relevant certificate is attached as Annexure A' with this affidavit).
   ii. That my/our above mentioned enterprises has been registered with DGS&D, GOI/NSIC/ Govt. of India Departments /State Govt. Department/ Govt. of India Public Sector Undertaking (PSUs) or State Government Public Sector Undertakings (PSUs) (Please tick one of the option as above) in respect of Name of item/ goods/work/services ___________________ (Name) as mentioned in the tender for the corresponding period of time of this tender. A self Certified Copy of the same attached as Annexure 'B' with this affidavit.
4. That in case the purchase order of the quoted item is issued to me/us, it will not be outsourced or subcontracted to any other firm and the entire manufacturing of the order item shall be done In-house by our Enterprises based in Haryana (address mentioned as at Sr. No.1) Further, the billing will be done from Haryana.

Dated: Deponent

Verification :

Verified that the contents of para no. 1 to 4 of the above are true and correct to my knowledge as per the official record and nothing has been concealed therein.

Dated: Deponent

Annexure-XX

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 as 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 return of income tax for the financial year 2024-25 and 2025-26 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 206 CCA which require deduction/ collection of tax at source at higher rates or not applicable to our Corporation/ Company/ Board/ Trust and hence tax may not be detected/ 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-XXI

Self-Undertaking for No-Default in Labour Laws Compliance.

"It is hereby certified that I/We i.e. M/s .... is not under any default towards compliances under any of the labour laws presently, however in case at a later stage such certification found wrong then it will lead to misrepresentation of the facts and I/We i.e. M/s .... shall be treated as blacklisted on this ground and action shall be taken as per regulation 36 & 37 of the HPGCL Works & Purchase Regulations, 2015."

(Sign. & Stamp of contractor)

Annexure-XXII

Checklist for passing the bill as per Standard operating procedure issued by Head Office:-

On receipt of first Bill/Invoice

1. Proper Bill as per GST Act and must include, GSTN number of vendor, GSTN number of HPGCL, Date, Invoice Number, full address of the vendor, place of supply, GST rate, HSN/SAC of 6 digits etc.
2. Generation of E-invoice for GST supplies by the person having aggregate turnover of more than Rs. 5 Crs is made compulsory. The Concerned dealing person should ensure that E-Invoice containing the invoice reference number (IRN) and QR code is generated by vendors having turnover more than 50 crore. 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.
3. Obtain an undertaking from the vendors who are not generating e-invoice in already provided format if their turnover is less than 5 crore. **(Annexure-XVIII)**
4. The following undertakings (on the letter head of vendor) to be made part of mandatory documents to be submitted by all vendors:
    - 1.4. GST registration is valid as on date
    - 1.5. No default has ever been made by bidder in filing the various GST returns and deposit of GST dues with the department.
    - **1.6.** 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. **Points 1.1.1 to 1.1.2 in one undertaking (Annexure-XIII)**
    - 1.7. A CA certificate regarding validity of GST registration will be submitted every six months during the tenure of contract.
    - 1.8. 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.
    - 1.9. 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. **Points 1.2 to 1.4 in one undertaking (Annexure-XVI)**
    - 1.10. 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. **(Annexure-XVIII)**
5. After end of the financial year, supplier of goods and /or services to provide copies of GSTR 1, GSTR 2A and GSTR 3B along with copies of invoices raised to HPGCL, duly reconciled with three returns (GSTR 1, GSTR 2A, GSTR3B) up to 30th June of next year.
6. Accounts wing to check Arithmetical accuracy, Rate of GST charged & other calculations.
7. 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

On Receipt of 2nd & subsequent invoices

In addition to procedure mentioned above, following steps to be undertaken:-

1. All undertaking mentioned at stage I to be obtained & verified. (Annexure 3 to 9)
2. 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.
3. 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 (GSTR 1, GSTR 2A and GSTR 3B) to be submitted on quarterly basis.

4. 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 (GSTR 1, GSTR 2A and GSTR 3B) to be submitted before release of the security.

Steps to be taken at the time of release of Security Deposits/Bank Guarantees:-

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

Annexure-XXIII

TECHNICAL CHECK LIST FORMAT

(To be filled/uploaded online only)

Sr. No	Technical Specification	Bidder Response (Yes / No)
1	Tender cost with e-service fees	
2	Earnest Money Deposited or proof of EMD exemption	
3	Bidder(s) must have HEWP contractor Identity while applying for the tender.	
4	Proof for GST number, PAN, EPF & ESI	
5	Statement of bidders as per NIT	
6	Acceptance of all terms & conditions of tender	
7	**Documentary Evidence regarding Qualification Criteria:**	
	The bidder should be Original Equipment Manufacturer/Supplier (OEM/OES) of guillotine gates or a registered vendor of HPGCL, as per Vendor Registration Policy for the work of supply and installation of Thermal Power Station of minimum unit capacity of 110 MW.	
9	The bidder must have successfully executed the Purchase Order(s)/Work Order(s) for the same or similar item(s)/work(s) during last seven years ending last day of the month previous to the one in which bids are invited having minimum order value as under :- Single Order of the value not less than Rs 1, 05, 22,372/-. OR Two Orders of the value not less than Rs 65, 76,482/- each. OR Three Orders of the value not less than Rs 52, 61,186/- each.	
	The tender documents of only those bidders shall be considered who fulfil the eligibility criteria and submit documentary evidence in support of the same along with a copy of a Performance Certificate/Repeat Order from the same organization if any. The authentic documentary evidence in support of their claim of having said experience should be enclosed in technical bid for consideration of their tender.	
10	Bidders must have average annual turnover in last three consecutive financial years ending 31.03.2026 shall not be less than Rs.1,31,52,964/. **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	
11	The contractor should have registered under Contract Labour (Regulation & Abolition) Act, 1970 and possesses a valid labour license from Labour Department of Haryana for deploying the workers on the work or the bidder has to give an undertaking that he will apply within one month from the date issue of work order (if applicable).	
12	Firm should submit a certificate to the effect that the tenderer is not presently black listed from any Public Sector undertakings of Central Govt. / State Govt. / SEBs / Corporations / any other reputed Thermal / Hydel Plant etc.	
13	Firm has to certify itself for its eligibility with supportive documents to participate in the NIT stating that it is not under any default towards compliance under any of the labour laws presently, however in case at the 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 regulation 36 & 37 of the HPGCL Works & Purchase Regulation, 2015.	
14	Authority letter in the name of the Authorized Person who has signed the Tender Document / Price Bid on behalf of the Contractor / Company.	