

**PANIPAT THERMAL POWER STATION**  
**(A Unit of Haryana Power Generation Corporation Limited)**  
(Regd. Office: C-7, UrjaBhawan, Sector-6, Panchkula)  
Corporate Identity No. U45207HR1997SGC033517  
Website:-[www.hpgcl.org.in](http://www.hpgcl.org.in)



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

**TENDER DOCUMENT**

**FOR**

**“e-NIT for Removal of old used & damaged extra cooling water lines & installation of new extra cooling water line & valves on lube oil system for Coal mills-7AB,7CD & 7EF of Unit-7, PTPS, Panipat.”**

e-NIT No. : **08/PTP/BMD-V/U-7/F-617, Dated 10.03.2026**  
HEWP's Tender Reference No. : 2026708FD60C 3BBD 4A77 A9CC  
2A40C871ED1C713PGC  
HEWP's Unique File No./D NIT : 0306202616-38-09/**151800**

**Office of:**  
**Executive Engineer/BMD-V**  
**Unit-7, PTPS, HPGCL, Panipat**  
**Mobile No-:**  
**9355869143,**  
**8222023499**  
**E-mail Id: xenbmd7.ptps@hpgcl.org.in**

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

**TELEPHONE NO.0180-2566859**  
**FAX NO. 0180-2566858**

 <p><b>HPGCL</b> AN ISO: 9001, ISO: 14001 AND OHSAS-18001 CERTIFIED COMPANY</p>	<h2>Panipat Thermal Power Station, Panipat</h2> <p>Village Assan Kalan, Assandh Road, Panipat-132105 (Haryana) (a unit of Haryana Power Generation Corporation Limited) (Regd. Head Office: C-7, Urja Bhawan, Sector-6, Panchkula) Corporate Identity Number: U45207HR1997SGC033517</p> <p>Website: <a href="http://www.hpgcl.org.in">www.hpgcl.org.in</a> Email E mail: <a href="mailto:xenbmd7.ptps@hpgcl.org.in">xenbmd7.ptps@hpgcl.org.in</a> Mobile No:9355869143</p>
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AN ISO: 9001, ISO: 14001  
AND OHSAS-18001 CERTIFIED COMPANY

**Panipat Thermal Power Station, Panipat**

Village Assan Kalan, Assandh Road, Panipat-132105 (Haryana)  
(a unit of Haryana Power Generation Corporation Limited)  
(Regd. Head Office: C-7, Urja Bhawan, Sector-6, Panchkula)  
Corporate Identity Number: U45207HR1997SGC033517

Website: [www.hpgcl.org.in](http://www.hpgcl.org.in)

Email E mail: [xenbmd7.ptps@hpgcl.org.in](mailto:xenbmd7.ptps@hpgcl.org.in)

Mobile No:9355869143

**e- Tender Press Notice**

**DEPARTMENT: PANIPAT THERMAL POWER STATION, PANIPAT, HARYANA POWER GENERATION CORPORATION LIMITED, HARYANA**

**e- NIT No. : 08/PTP/BMD-V/U-7/F-617, Dated 10.03.2026**

**HEWP's Tender Reference No. : 2026708FD60C 3BBD 4A77 A9CC  
2A40C871ED1C713PGC**

**HEWP's Unique File No. /DNIT : 0306202616-38-09/151800**

**Dept/HRV.**

e-tenders in two parts are invited on behalf of Haryana Power Generation Corporation Limited (HPGCL),PTPS, Panipat from the eligible contractors online on the website: <https://etenders.hry.nic.in> for the work detailed in the table.

<b>Name of Work:</b>	Removal of old used & damaged extra cooling water lines & installation of new extra cooling water line & valves on lube oil system for Coal mills-7AB,7CD & 7EF of Unit-7, PTPS, Panipat.
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<b>Time Limit</b>	15 days
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**Tenders to be received till 15.00 hours on dated 25.03.2026**

1. Bidder shall pay **Rs.1180/-**(Inclusive of GST) as e-Service fee through Net Banking in favor of **"Society for IT initiative fund for e-Governance"** payable at Chandigarh.
2. For further details and e-tendering schedule, please visit website at <http://etenders.hry.nic.in>

S/d

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

 <b>HPGCL</b> <small>AN ISO- 9001, ISO- 14001 AND OHSAS-18001 CERTIFIED COMPANY</small>	<b>Panipat Thermal Power Station, Panipat</b> Village Assan Kalan, Assandh Road, Panipat-132105 (Haryana) (a unit of Haryana Power Generation Corporation Limited) (Regd. Head Office: C-7, Urja Bhawan, Sector-6, Panchkula) Corporate Identity Number: U45207HR1997SGC033517 Website: <a href="http://www.hpgcl.org.in">www.hpgcl.org.in</a> Email E mail: <a href="mailto:xenbmd7.ptps@hpgcl.org.in">xenbmd7.ptps@hpgcl.org.in</a> Mobile No:9355869143
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**DETAIL NOTICE INVITING e-TENDER**

e- tenders in two parts are invited on behalf of Haryana Power Generation Corporation Limited (HPGCL), PTPS, Panipat the bids from the eligible contractors/bidders who have created login ID on the portal <https://etenders.hry.nic.in> and <http://works.haryana.gov.in> through online bids on the website for the work detailed in the table below.

Sr. No	Name of work	Earnest Money (For un- registered Bidders only) (in Rs.)	Cost of bid document (in Rs.)	Time limit of Tender	Last Date and time for bid Submission
1	2	4	5	6	
1.	Removal of old used & damaged extra cooling water lines & installation of new extra cooling water line & valves on lube oil system for Coal mills-7AB,7CD & 7EF of Unit-7, PTPS, Panipat.	Rs.3562/- (Rupees three thousand five hundred sixty two only)	Rs. 1180/-	15 days.	<b>25.03.2026 at 15:00 Hrs.</b>

- The bidders who does not have contractor ID on HEWP cannot participate in tendering process. Bidders who have contractor ID but have not registered on HEWP can participate in tendering process by paying the earnest money through online payment on the portal.
- Bidders who have contractor ID and are registered on HEWP portal i.e. <https://works.haryana.gov.in> & also have deposited one time deposit then they are not required to deposit any earnest money and are eligible for participation in the tender by annexing bid specific Earnest Money Declaration Form as per **Annexure-XIX** of the bidding document.
- Interested bidders are encouraged to get themselves registered as contractor on the portal <https://works.haryana.gov.in>.
- Interested bidders must have contractor ID on <https://works.haryana.gov.in>.
- Cost of tender document fee: **Rs. 1,180/-** inclusive of GST (*non refundable*) (to be submitted online).

S/d

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



**HPGCL**

An ISO:9001, ISO:14001  
& OHSAS:18001  
Certified Company

**PANIPAT THERMAL POWER STATION**

(A Unit Of Haryana Power Generation Corporation Ltd.)

**Regd. Office: UrjaBhawan, C-7, Sector-6, Panchkula**

**Corporate Identity Number: U45207HR1997SGC033518**

E-mail: [xenbmd7.ptps@hpgcl.org.in](mailto:xenbmd7.ptps@hpgcl.org.in) Website: [www.hpgcl.org.in](http://www.hpgcl.org.in)

**KEY-DATES**

1.	<b>Date of Issue of Notice Inviting Bid</b>	:	<b>10.03.2026 at 20:00 Hrs.</b>
2.	<b>Period of availability of Bidding Documents on Website</b> <a href="http://etenders.hry.nic.in">http://etenders.hry.nic.in</a>	:	From <b>10.03.2026</b> to <b>25.03.2026</b> upto 15:00 hours
3.	<b>Time, Date of Pre-bid Meeting</b>	:	Not Applicable
4.	<b>Dead line for Receiving Bids online</b>	:	<b>25.03.2026</b> upto 15:00 hours
5.	<b>Opening of Bids (Tender Document fee &amp; Earnest Money Declaration Form)</b>	:	<b>30.03.2026</b> at 15:00 hours
6.	<b>Time and Date for opening of Part-I of the Bid (Technical Qualification Part)</b>	:	<b>30.03.2026</b> at 15:00 hours
7.	<b>Time and Date of opening of Part-II of the Bid (Financial Part) of the Bidders who Qualify in Part-I of the Bid.</b>	:	To be intimated.
8.	<b>Last Date of Bid Validity</b>	:	As per clause no.10 of Annexure-II
9.	<b>Officer inviting Bids</b>	:	Executive Engineer/BMD-V,Unit-7 CE PTPS, Panipat Haryana Power Generation Corporation Limited, Haryana Mobile: <b>9355869143</b>

S/d

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

**Pre-Qualifying Requirements (PQRs)/Eligibility Conditions for the Tenderers: -**

“The tender documents of only those bidders shall be considered who fulfill the following eligibility criteria and submit documentary evidences in support of the same: -

“The bidder should be Original Equipment Manufacturer (OEM)/OES of Bowl Mills or Ball Tube Coal Mills of generating unit of 110 MW or above.

OR

“The bidder should be manufacturer of spares of Bowl Mills or Ball & Tube Coal Mills of generating unit of 110 MW or above.

OR

The bidders who have successfully carried out erection, testing & commissioning and have experience of Maintenance in the Preceding 5 years of Bowl Mills or Ball Tube Coal Mills of generating unit of 110 MW or above.

OR

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

**Experience of Execution of Work Order: -**

Bidders must have experience of maintenance of Bowl Mills or Ball & Tube Coal Mills and should have successfully executed the work order(s) for the maintenance of similar works during last 5-years prior to the month in which applications are invited having minimum work order value as under:

- i) Single order of the value not less than Rs 142482/- or***
- ii) Two orders of the value not less than Rs 89051/- each or***
- iii) Three orders of the value not less than Rs 71241/- each.***

**Note: -**

The firm has to submit the completion/satisfactory performance certificate along with copy of work orders issued by the concerned employer clearly mentioning in it that the name of work, Contract Value, billing amount, date of commencement of works, satisfactory performance of the Contractor and any other relevant information or copy of the repeated work orders from the same agency/enterprises/power plant etc. as a proof of satisfactory execution of work.

- A) **Turnover:** Bidders must have average annual turnover (ATO) in last 03 consecutive financial years till date of e-NIT shall not be less than **Rs. 178103/-**.

**Note:-**

- a) Average Annual Turnover (ATO) = Sum of the Annual Turnover (ATO) of preceding 3 years / 3 (As per Audited accounts).
  - b) Other income shall not be considered for arriving at annual turnover.
  - c) In case where audited results for the last preceding financial year are not available for determining the average annual turnover, certification of financial statements from a practicing-chartered accountant shall be considered acceptable.
  - d) In case the annual turnover of the firm is one crore or above, then the copy of on-line balance sheet submitted to Income tax Department will be required for that particular year.
- B) The bidder should possess PAN card, EPF Account Number, ESI Registration Number and GST Registration Number.
- C) Bidder has to certify itself for its eligibility with supporting documents to participate in the NIT stating that it is not under any default towards compliances under any of the labor laws presently, however incase at a later stage such certification found wrong then it will lead to mis-representation of the facts and the firm shall be treated as blacklisted on this ground and action shall be taken as per regulations 36 & 37 of the HPGCL Works and Purchase Regulations 2015.
- D) The contractor should be registered under Contract Labour (Regulation & Abolition) Act, 1970 and possesses a valid labour license from Labour Department of Haryana for deploying the workers on the work or the bidder has to give an undertaking that he will obtain the same within 15 days of issuance of work order, if required.
- E) Originals of any/all documents submitted by bidders while tendering, may be asked for verification at the time of finalizing the tender or anytime thereafter.
- F) A certificate to the effect that the tenderer is not blacklisted from any Public Sector undertakings of Central Govt./State Govt./SEBs/Corporations has to be furnished by him.
- G) Decision of the HPGCL regarding fulfillment of pre-qualification requirement shall be final and binding upon the bidders.

S/d

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

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

1. **Download of Tender Documents:**  
The tender documents can be downloaded from the web portal of e-tendering i.e. at <https://etenders.hry.nic.in> or from HPGCL's web site i.e. [www.hpgcl.org.in](http://www.hpgcl.org.in).
2. **Pre-requisites for online bidding:**  
In order to bid through online on the portal <http://etenders.hry.nic.in>, the user machine must be updated with the latest Java. The link for downloading latest java applet is available on the Home page of the e-tendering Portal.
3. **Online Viewing of Detailed Notice Inviting Tenders:**  
The bidders can view the detailed e-NIT and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <http://etenders.hry.nic.in>.
4. **Submission of tender:**  
The tender shall only be submitted on the centralized e-Procurement Portal i.e. <https://etenders.hry.nic.in>. No any other form of tender shall be entertained.
5. **Bid preparation (Technical & Financial) Online Payment of Tender Documents Fees, e-service fee, EMD fees of online Bids:**
  - i) The Bidders shall have to pay for the Tender documents, EMD Fees & e-Service Fee online by using the service of secure electronic payment gateway. These cure electronic payments gate way is an online interface between contractors and online payment authorization networks. The Payment for Tender Document Fee and e-Service Fee can be made by eligible bidders / contractors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS/NEFT over the counter. For online payment guidelines Home page of the e-tendering portal <http://etenders.hry.nic.in> may be referred.
  - ii) The Executing Engineer in-charge inviting the bids or its authorized representative will open the bids online on the due date in the presence of the bidders or their representatives who choose to attend at time, date and the place already specified i.e. in the office of **Executive Engineer / BMD-V, Unit-7, PTPS, HPGCL, Panipat.**
  - iii) The amount, form and validity of the cost of bidding document and Earnest Money furnished with each bid will be announced. If the cost of bidding documents and Earnest Money furnished does not confirm to the amount and validity period as specified in the invitation for Bids, and has not been furnished in the form specified above, the remaining technical bids will not be opened and will be disqualified for opening of their financial bids. Similarly for registered bidders, bid not accompanied by the HEWP's Earnest Money declaration form, shall be rejected and technical bid will not be opened.
  - iv) The bidders who does not have contractor ID on HEWP cannot participate in tendering process. Bidders who have contractor ID but have not registered on HEWP can participate in tendering process by paying the earnest money through online payment on the portal.
  - v) Bidders who have contractor ID and are registered on HEWP portal i.e. <https://works.haryana.gov.in> & also have deposited one time deposit then they are not required to deposit any earnest money and are eligible for participation in the tender by annexing bid specific Earnest Money Declaration Form as per **Annexure-XIX** of the bidding document.
6. **Key Dates:**
  - i) The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders.
  - ii) The date and time shall be binding on all bidders.
  - iii) 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.
7. If bidders fails to complete the Online Bid Submission stage on the stipulated date and time, his/hers bid will be considered as bid not submitted and hence not appear during tender opening stage.
8. If the tenders are cancelled or recalled on any grounds or due to any technical reason, the tender document fees & e-service fee will not be refunded to the agency. However, EMD shall be refunded.
9. Unless exempted specifically, tenders not accompanied with the prescribed EMD / Cost of tender shall be rejected. EMD / Cost of Tender shall be in the prescribed mode of payment as asked in the e-NIT otherwise the tender shall be liable to be rejected.
10. The validity of the tender/offer shall be for 120 days from the date of opening of the price bid.
11. The bidders/contractors shall observe the highest standards of ethics during the submission of tender and execution of contract. In case of evidence of cartel formation by the bidder(s) EMD is liable to be forfeited.
12. The bidder shall bear all costs including bank charges, if any, associated with the preparation and submission of his bid and the bidder will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
13. CE/PTPS reserves the right to cancel the e-NIT or to change/modify the tender as a whole or in parts or to reject any or all the tenders so received without assigning any reason and will not be responsible & will not pay for any expenses or losses that may be incurred by the tenderer in preparation of the tenders/offers.
14. **Preliminary Information for bidders:** These conditions will overrule the conditions stated in the tender documents, wherever relevant and applicable.
  - a) **Registration of bidders on e-Procurement Portal:** All the bidders intending to participate in the tenders processed online are required to get registered on the centralized e-Procurement Portal i.e. <https://etenders.hry.nic.in> and <https://works.haryana.gov.in>. Please visit these websites for the more details.
  - b) **Obtaining a Digital Certificate:**
    - i) The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved

Certifying Authority, by the Controller of Certifying Authorities, Government of India. Certifying Authority (CA) means a person who has been granted a license to issue a digital signature certificate under Section 24 of the Indian IT-Act 2000.

- ii) A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master /Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website at <https://etenders.hry.nic.in> and click on the available link "Information about DSC".
  - iii) The bidders may obtain Class-II or Class-III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities needs to be obtained for e-filing on the e-Tendering Portal.
  - iv) Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt the data and sign the hash during the stage of bid preparation & hash submission. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).
  - v) In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to no-objection certificate/power of attorney/lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act, 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act, 2000. The digital signature of this authorized user will be binding on the firm.
  - vi) In case of any change in the authorization, it shall be the responsibility of management/partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person/user on behalf of the firm/company. The procedure for application of a digital certificate however will remain the same for the new user.
  - vii) The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.
  - viii) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://etenders.hry.nic.in>.
  - ix) If bidder fails to complete the Online Bid Submission stage on the stipulated date and time. His/her bid will be considered as bid not submitted, and hence not appear during tender opening stage.
  - x) For any help manual please refer to the 'Home Page' of the e-Procurement website at <https://etenders.hry.nic.in>, and click on the available link "Help for Contractors and Bidder Manual Kit" to see Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Procurement Portal.
  - xi) Before submitting tenders, the instructions may be read carefully regarding submission of tender. If any bidder finds discrepancies or omissions in the tender documents or is in doubt as to the true meaning of any part, he shall clarify the same from tender issuing office in writing before the due date of submission of the bid.
15. **Tender Closing:** After the submission of bid by the bidders, the bidding round will be closed. Once the online tender is closed, no new Vendor can bid in the tender.
- Note:**
- a) If bidder fails to complete the Online Bid Submission stage on the stipulated date and time, his/hers bid will be considered as bid not submitted, and hence bid will not appear during tender opening stage.
  - b) From the starting date of tender downloading to final date of submission of bid, the bidder can rework on his bid number of times he wants. If bidder submits the revised bid including price bid, original bid will automatically deleted and this revised bid will become original bid. No revised bid will be submitted after Part-I (Technical Bid) is opened.
  - c) Complete bid will only be submitted after realization of tender document's fee and EMD.
  - d) 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>.
  - e) 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 'How to..... ?' To download the file.
- 16 **Disqualification of the Bidder: -**
- a) Even though the bidders meet the prescribed pre qualifying criteria, they are subject to be disqualified, if they have made misleading or false representations in the forms, statements and attachments submitted in the proof of the qualification requirements.
  - b) Not with standing anything stated above, HPGCL reserves the right to assess the tenderer's capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of HPGCL. The decision of HPGCL in this regard, will be final.
- 17 All other relevant information related the contract can be taken from the office of Executive Engineer / BMD-V, Unit-7, HPGCL, PTPS, Panipat (or through email id: [xenbmd7.ptps@hpgcl.org.in](mailto:xenbmd7.ptps@hpgcl.org.in)) on any working day prior to last date of submission of tenders.
- 18 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.
- 19 Before tendering, the tenderer shall carefully study all the clauses and specifications of the tender documents. If tenderers have any doubt for the meaning of any portion of the tender specifications or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or needs clarification aspects, scope of work etc., he shall at once contact the authority inviting the tender for clarifications before

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

- 20 **Inspection of site of work:** Before tendering, the tenderer is advised to inspect the site of work & the environment and make acquaint with actual work and other prevalent conditions, facilities available, position of material and labour. No claim on this account, whatsoever, shall be entertained afterwards.
- 21 Tenders through Fax/e-mail/telegraphic tenders shall not be considered. Incomplete, obscure or irregular tender is liable for rejection.
- 22 No deviation shall be allowed. However, in case of deviation of taxes etc., the same be loaded for comparison purpose.
- 23 The Bidders shall supply partnership deed in case of partnership firm/Memorandum of association and Article of Association in case of a company.
- 24 The firm should fill statement of bidders as per **Annexure-XIII** and submit authentic supporting documents for proving its credential.
- 25 The offer/tender should be typed or written in ink. Offer/tender written in pencil shall be ignored. No alterations, omissions, erasers or whitening, additions or rewriting shall be permitted. Changes if any shall be affected only by cancelation of original writing by striking and rewriting it alongside duly initialed by the person signing the bid. In case, there is a discrepancy between the amounts in figures and in words, the amount in words will govern. The price must be quoted in Indian rupees and any mistake in calculating the rupee price will not justify the claim for increase in prices.
- 26 The "Application for Bidding" along with the "Terms and conditions of the contract and its all Annexure should be submitted duly filled up completely and signed on each page by the tenderer online. Work offered should be strictly according to the specifications laid down in the **Annexure-IV to X** to the terms & conditions/scope of work of thee-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 **Annexure-IV to X** of e-NIT.
- 27 Tenders should comprise of two parts i.e. PART-I (Technical Bid) & PART-II (Price Bid/Rate Quoting Sheet/BOQ) addressed to Executive Engineer/BMD-V, Unit-7, PTPS, Panipat.
  - a) **PART-I i.e. Technical bid Document (named as Technical Envelop):**
    - i) It shall comprise of qualifying documents, General Conditions of contract, Technical Particulars & Credentials in support of qualifying criteria, detail of Tender documents fee, Earnest money deposited & e-Service Fee online deposited except the rates to be quoted and deviations if any, will be opened on due date & time.
    - ii) The file containing the PART-I of the bid will be opened first.
    - iii) The bids shall be evaluated by tender scrutinizing/evaluation committee which will generated online on the portal.
    - iv) As per system/portal online settings, the PART-II i.e. price bid cannot be opened on that date. Submission of bids will be preceded by submission of the digitally signed & sealed bid(Hash)as stated in the time schedule (Key Dates) of the Tender.
    - v) The Executing Engineer In-Charge shall hoist the result of technical evaluation of the bids along with the reasons for rejection of PART-I of the bid (Technical bid) on the website. The due date and time for opening of Price Bid (PART-II) shall be informed later on.
    - vi) The tender documents shall be downloaded & its print outs may be taken accordingly. The tender opening committee members shall put their dated initials on all the pages and also encircle the rates quoted under their dated initials. Any alteration or cuttings in the rates and / or any important terms & conditions, noticed at the time of opening of tenders, shall be specifically recorded by indicating the finally quoted rate in figure as well as in words.
    - vii) The technical bid will be evaluated on the basis of the documents submitted online by the bidders. Clarification can also be sought up to the extent of clearing any doubt for the documents already submitted online by the bidders. Immediately, on receipt of these clarifications, the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration.
  - b) **PART-II i.e. Rate Quoting Sheet/Price Bid/Bill of Quantities (BOQ):**
    - i) It shall comprise of Price Bid / Bill of Quantities (BOQ) only and will be opened at a subsequent date to be fixed by the competent authority only of those bidders who qualifies thee-NIT Tender PART-I qualifying requirements after checking, scrutinizing and evaluated by the committee.
    - ii) The Basic unit rate excluding GST is required to be quoted only by the firm in the online commercial envelop i.e. price bid/BOQ. The total amount including GST (as per applicable rate at that that time) will be calculated automatically by the system.
    - iii) The bidder's names, the Bid prices, the total amount of each bid and such other details as the Executing Engineer In-Charge may consider appropriate will be notified at the time of bid opening.
    - iv) The bidder can revise his price bid any number of times but only before last date of submission of bid. All previous quotes are deleted & only the latest price quoted will be visible to the tender issuing / opening authority on date of opening of price bid. Suo-moto revised price bid/supplementary PART-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 suo-moto but prior to the due date of submission of the tender, then the revised price bid only, shall be considered and opened by the concerned authority.
28. Rates shall be quoted by the tenderer through online strictly as per format of price bid supplied online. No deviation in terms shall be allowed.
29. The quoted rates shall remain FIRM during the contract period including extension period (if any). Ordinarily the deviation in terms shall not be considered.
30. No provision for price escalation is made on any account. The price quoted by the tenderer shall be FIRM till the contract is completed. The tenderer's acceptance of this condition should be indicated along with the Bid. Rates shall be quoted by the tenderer in concurrence with rate quoting sheet. Ordinarily the deviation in terms shall

not be considered.

31. The rate negotiations shall be held as per Haryana state government negotiation policy in vogue.  
**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. The merit order of L1, L2, and L3 bidder will be decided with overall/ total value quoted by the respective bidders.**
32. The negotiations against the quoted rate could be held with the respective bidders as per latest policy of HPGCL. The work as a whole will be allotted in a single part to the bidder who is overall lowest in the respective bidders or the whole work against this tender shall be awarded to a single firm whose overall quoted/equated rates are lowest for the complete package.
33. In case due dates of opening of tender happens to be holiday in PTPS/HPGCL, the needful will be done on next working day.
34. Any other statutory taxes/levies, if to be charged extra, should be clearly indicated by tenderers in their offer separately and to be attached, failing which it will be presumed that their quoted price are inclusive of all such statutory taxes / levies.
35. Contractor authority shall put dated initials on each page of the work order including the above terms and conditions printed on both side of the paper.
36. All tenders received against e-tender, irrespective of whether they are from the approved firms on the registered list or others, shall be considered, provided they are on the prescribed e-tendering process mentioned above.
37. **Eligibility of the black listed firms to participate in e-NIT:** The firms who have been blacklisted by HPGCL or any other Centre or State Power Utility/Board or Corporation or any other Thermal/Hydro Electricity project shall not be eligible to bid against the NIT of HPGCL, However;
  - (i) In case the blacklisting of the firm is for a specific plant and not for the organization as a whole then such blacklisting will not tantamount to ineligibility of the bidder.
  - (ii) Blacklisting of the firm by any unit of the HPGCL shall be considered as ineligibility of the firm at any other project of HPGCL.
  - (iii) In case any firm was blacklisted for a limited period in past by any organization and presently such blacklisting has removed by such organization then it will not amount to ineligibility of the bidder.
  - (iv) Firm has to certify itself for its eligibility with supporting documents to participate in the e-NIT stating that it has not been blacklisted by any organization presently, however in case at a later stage such certification found wrong then it will lead to misrepresentation of the facts and the firm shall be treated as blacklisted on this ground and action shall be taken as per HPGCL regulation 36 & 37."
  - (v) A certificate to the effect may be submitted by the bidder that the tenderer is not black listed from any Public Sector undertakings of Central Govt./State Govt./SEBs/Corporations/ any other reputed Thermal/Hydel Plant etc.
38. **Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Procurement Portal:**
  - a. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as e-Mudhra CA/GNFC/IDRBT/MTNL Trust line/Safe Script/TCS etc.
  - b. Bidder then logs into the portal giving user id/password chosen during enrollment.
  - c. The e-token that is registered should be used by the bidder and should not be misused by others.
  - d. DSC once mapped to an account cannot be remapped to any other account. It can only be In- activated.
  - e. The Bidders can update well in advance, the documents such as certificates; purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
  - f. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
  - g. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
  - h. If there are any clarifications, this may be obtained online through the e Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
  - i. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
  - j. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
  - k. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
  - l. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
  - m. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
  - n. It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not frozen are considered as Incomplete/Invalid bids

- and are not considered for evaluation purposes.
- o. In case of Offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected
  - p. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
  - q. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
  - r. At the time of freezing the bid, the e-Procurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
  - s. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
  - t. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
  - u. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
  - v. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
  - w. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
  - x. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over Secured Socket Layer (SSL) with 256bit encryption technology. Data encryption of sensitive fields is also done.
  - y. The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

**S/d**

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

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

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

**Note:-**

- a) If the tenders are cancelled or re-called on any grounds, the tender document fees & e-service fee will not be refunded to the agency.
- b) Those agencies who are exempted from EMD, should submit proof of related documents at least 10 days before end date of "Downloading of Tender Documents & Bid Preparation" stage to publisher of the tender i.e. Executive Engineer of the concerned Division.

**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 (NSIC), Govt. of India.
  - iv) Firms borne on the HPGCL's approved list of suppliers which may have made a permanent earnest money deposit of Rs.10.00 Lakhs at the respective Project/office of HPGCL, if they quote the Registration number given by the respective project/office of HPGCL in their tender papers.
  - v) Bidders who have contractor ID and are registered on HEWP portal i.e. <https://works.haryana.gov.in> & also have deposited one time deposit then they are not required to deposit any earnest money and are eligible for participation in the tender by annexing bid specific Earnest Money Declaration Form as per **Annexure-XIX** of the bidding document.
3. Bidders seeking EMD exemption on the basis of their NSIC registration certificates must ensure that their NSIC certificates must be valid on the last date of submission of tender failing which no EMD exemption shall be granted.

**4. Guideline for Online Payments in e-tendering**

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

- a) Debit Card
- b) Net Banking
- c) RTGS/NEFT

**5. Operative Procedures for Bidder Payments:**

- a) **Debit Card:** The procedure for paying through Debit Card will be as follows.
  - (i) Bidder selects Debit Card option in e-Procurement portal.
  - (ii) The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.
  - (iii) Bidder clicks on "Continue" button
  - (iv) The e-Procurement portal takes the bidder to Debit Card payment gateway screen.
  - (v) Bidder enters card credentials and confirms payment
  - (vi) The gateway verifies the credentials and confirms with "successful" or "failure" message, which is confirmed back to e-Procurement portal.
  - (vii) The page is automatically routed back to e-Procurement portal
  - (viii) The status of the payment is displayed as "successful" in e-Procurement portal. The e- Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same,
  - (ix) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.
- b) **Net banking:** The procedure for paying through Net banking will be as follows.
  - (i) Bidder selects Net banking option in e-Procurement portal.
  - (ii) The e-Procurement portal displays the amount to be paid by bidder.
  - (iii) Bidder clicks on "Continue" button
  - (iv) The e-Procurement portal takes the bidder to Net banking payment gateway screen displaying list of

Banks

- (v) Bidder chooses his/her Bank
  - (vi) The Net banking gateway redirects Bidder to the Net banking page of the selected Bank
  - (vii) Bidder enters his account credentials and confirms payment
  - (viii) The Bank verifies the credentials and confirms with “successful” or “failure” message to the Net banking gateway which is confirmed back to e-Procurement portal.
  - (ix) The page is automatically routed back to e-Procurement portal
  - (x) The status of the payment is displayed as “successful” in e-Procurement portal. The e- Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same.
  - (xi) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.
- c) RTGS/ NEFT:** The bidder shall have the option to make the EMD payment via RTGS/ NEFT. Using this module, bidder would be able to pay from their existing Bank account through RTGS/NEFT. This would offer a wide reach for more than 90,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.
- (i) Bidder shall log into the client e-procurement portal using user id and password as per existing process and selects the RTGS/NEFT payment option.
  - (ii) Upon doing so, the e-procurement portal shall generate a pre-filled challan. The challan will have all the details that is required by the bidder to make RTGS-NEFT payment.
  - (iii) Eachchallanshallthereforeincludethefollowingdetailsthatwillbepre-populated:
    - a) Beneficiary account no:(unique alphanumeric code for e-tendering)
    - b) Beneficiary IFSC Code:
    - c) Amount:
    - d) Beneficiary bank branch:
    - e) Beneficiary name:
  - (iv) The Bidder shall be required to take a print of this challan and make the RTGS/NEFT on the basis of the details printed on the challan.
  - (v) It is advised that the bidder make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan at least T+2 day (Transaction + Two day) two day in advance to the last day for validation on account / transaction period.
  - (vi) In the event, bidders making the payment on the last day and same is not available for the bidders for validation on account of any reason whatsoever, Department, its banker or e- procurement service provider or payment gateway service provider would not be held responsible in any manner. In such cases, the bidders may not able to submit the tender.

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

**S/d**

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

Scope of work

**Subject: Removal of old used & damaged extra cooling water lines & installation of new extra cooling water line & valves on lube oil system for Coal mills-7AB,7CD & 7EF of Unit-7, PTPS, Panipat.**

**Removal of old used & damaged extra cooling water lines: -**

1. Transportation of material from site store/ O&M store, scrap yard & other Units etc. to site of work.
2. Installation of scaffolding at different coroners of coal mills as per requirement.
3. Cutting of existing old used & damaged extra cooling water lines from coal mills to LP water lines & Fire hydrant lines.
4. Removal of existing extra cooling water lines from mills.

**Installation of new extra cooling water line: -**

1. Cutting of metal plates, angles etc. by gas cutting as per proper size & design.
2. Fabrication of platform by plates, angles for the extra cooling water lines from LP lines & fire hydrant to mills.
3. Fabrication of hangers over the coal mills for the extra cooling water lines.
4. Cutting of 6-inch, 4-inch, 2 inch & 1 inch diameter pipes as per drawing.
5. Drilling of 1-inch lines (1 mm size hole) by lath machine for sprinkle of water on lube oil lines, oil coolers & oil tanks etc.
6. Fixing of valves by tagging & welding on 6-inch, 4-inch, 2 inch & 1 inch diameter pipes as per drawing.
7. Fixing & tagging of pipes by welding from LP lines & fire hydrant to mills as per drawing.
8. Commissioning of extra cooling water line & checking for proper water sprinkle over the lube oil lines, oil coolers & oil tanks etc.
9. Checking of proper fitment of pipes.
10. Checking of proper finishing of work.
11. Removal of scaffolding from the site.
12. Removal of scrap from site & cleaning of site.

The detail of required work is given below: -

Note:

Sr. No	Material Description	Qty	COMPLETION PERIOD OF EACH ACTIVITY (in Days)
1	Removal of old used & damaged extra cooling water lines & installation of new extra cooling water line & valves on lube oil system for Coal mills-7AB,7CD & 7EF of Unit-7, PTPS, Panipat.	3 Nos.	15 days for each mill i.e cumulative 45 days for all three Nos. mills.

1. The metal plates, angles, pipes etc. are available with this office & shall be provided to contractor by HPGCL free of cost.
2. Any other work to complete the job shall be included in the Scope of Contractor.
3. Transportation of material from PTPS to firms and firms to PTPS shall be in the scope of contractor.
4. The scaffolding material shall be arranged by contractor at their own end.
5. Loading/ unloading of material at firm's work shall be into the scope of Contractor.
6. All other consumables like LP & Oxygen gas cylinder, welding electrodes & T&P etc. required to finish the job shall be arranged by contractor at his own cost.

S/d

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

**GENERAL TERMS AND CONDITIONS**

1. Work is to be carried out at Coal mill site of unit-7 where All the T&P, manpower, welding electrodes, gas cylinders and other consumables etc. as required for completion of the work shall be arranged by the contractor at their own cost however, the Pipes & M.S sheets will be given free of cost by HPGCL. Extra repair work outside the PTPS like drilling, cutting & bending etc. will be in the scope of firm.
2. Work shall be carried out round the clock including holidays and firm shall make all necessary arrangements without any extra claim.
3. All materials, consumables and other required material etc. for completing the job shall be provided by firm at their own cost.
4. **Terms of payment:** 90% payment of value of work shall be paid after 21 days after delivery of repaired material PTPS site and balance 10% will be released after completion of Guarantee/warranty period. The payment shall be made as per the actual work done.
5. **Completion period:** 15 days for each mill from the date of clearance to start of work and total 45 days cumulatively for 3 Nos. mills. The work shall be started immediately after issuance of clearance for start of work unless otherwise directed by the issuer of tender. Keeping in view of current running status of plant, separate clearance for start of work shall be given for each mill.
6. **Inspection** - The inspection of work shall be carried out at site after completion of work.
7. **Guarantee/warranty:** - Contractor will give guarantee/warranty of three months from the date of Installation of spares at site on their letter head.

**GUARANTEE CERTIFICATE**

Certified that I, Sh..... S/o Sh..... R/o.....on behalf of M/s.....registered office at ..... do hereby undertake to finish guarantee/warranty for a period of .....month from the date of completion of work done by the firm/company vide WO 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/warranty. 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

8. Taxes as applicable shall be deducted from the bills; Pan No. of firm shall be given on bill.
9. **Penalty for delay:** if the work is not completed within the stipulated period than penalty @ 1% of the value of work order for delay of each week or part thereof subject to maximum 10 % of value of work order shall be levied.
10. Income tax & work sales tax as applicable shall be deducted from the bills; Pan No. of firm shall be given on bill.
11. **Mode of Payment:** Payment shall be released by the Sr. Accounts Officer/Accounts Officer, O&M-II, PTPS, Panipat through RTGS/NEFT, in the account of the contractor which shall be used by the contractor for payment of wages to the workers in their saving account and other statutory obligations like EPF / ESI / etc. and will intimate the complete bank details viz. Name of Bank / Branch, Account Number, Type of Account, IFSC Code etc, to Sr. Accounts Officer/Accounts Officer, PTPS, Panipat.
12. **Loading/ unloading:** - Loading/ unloading of material from mill site to store & store to mill site etc. shall be into the scope of Contractor.
13. **Transportation of material:** - Transportation of material from PTPS to firms work and firms to PTPS shall be in the scope of contractor.
14. **Termination of contract:** if the contractor is unable to execute the work any loss incurred by HPGCL in this respect shall be booked to the contractor's account. HPGCL/ Engineer-in-Charge reserves the right to get the work done fully or partially from any other agency or by deploying parallel contractor at risk & cost of the contractor till expiry of the period of the contract and debit the cost plus departmental charges to the contractor. In such events it shall be lawful for HPGCL to forfeit any balance amount/ security deposit or both which may otherwise be due to the contractor or if the dues are not sufficient, it will be lawful for PTPS to recover the amount through the law.
15. The work order shall be placed upon overall L-I bidder.
16. The material qualifies common input tax credit ie material shall be used for generation of ash as well as electricity.
17. **Safety & Environmental Instructions:**
  - a) "HPGCL is an ISO 9001:2015, ISO 14001:2015 and OHSAS 18001:2007 certified company hence contractor shall ensure for use quality product, T&P and follow best practices for environment protection and shall take all care for occupational health and safety while executing the work at site.
  - b) Use of proper Personal Protective Equipment's (PPE's) like helmets, safety goggles, ear plugs, safety shoe, gloves, masks etc. to be ensured.
  - c) Don't allow workers to wear loose clothes like kurta pajama at site.
  - d) Don't touch any moving part.
  - e) The contractor will dispose off used cotton waste, grease, oil, asbestos etc at suitable place.
  - f) The contractor will collect the leaking oil in a proper container & avoid slippage of oil on the floor.
  - g) Ensure availability of fire extinguishers while carrying of work at high temperature.
18. The Contractors should follow the Labour Laws under Section -7 of Contract Labour Act, 1970 etc inside the PTPS boundary.
19. **Arbitration:**
  - i. All matters, questions, disputes, differences and/or claims arising out of and/or concerning and/or in connection with and/or in consequence of, and /or relating to any contract under these Regulation, whether or not obligations of either or both the Supplier and the Corporation under that contract be subsisting at the time of such dispute and whether or not the contract has been terminated or purported to be terminated or completed, shall be referred to

- the sole arbitration of CE/PTPS-2 or officer appointed by MD, HPGCL as his nominee. The award of the arbitrator shall be final and binding on both parties to the contract.
- II. The objection that the Arbitrator has to deal with matters, to which the contract relates, in the course of his duties or, he has expressed his views on any or all of the matters in dispute or difference, shall not be considered as a valid objection.
  - III. The Arbitration may, from time to time, with the consent of the parties to the contract enlarge the time for making the award. The venue of the arbitration shall be the place from which the acceptance of offer is issued or such other place as the Arbitrator, in his discretion, may determine.
  - IV. All arbitration proceedings under this Regulation shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 and the Rule there under, with any statutory modifications thereof for the time being in force.
20. **Jurisdiction:** The contract agreement comes under jurisdiction of District court Panipat.
  21. **Taxes(GST):** - A copy of GST registration no.& a cancelled cheque of firm bank account with complete bank detail be submitted along with bill.
  22. **GST Undertaking:**  
The following GST Undertaking (on the firm's letter head) to be made as part of mandatory documents to be submitted by the firm:-
    - a) GST registration is valid on date.
    - b) No default has ever been made by the firm in filling the various GST returns and deposit of GST dues with the department.
    - c) The firm 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 firm ineligible to participate in tender.
    - d) 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.
    - e) 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.
    - f) 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 firm.
    - g) Copies of GSTR 1, GSTR 2A and GSTR 3B along with copies of invoices raised to HPGCL, duly reconciled with three returns to be submitted before release of the security.
    - h) In case of failure at the end of firm regarding deposit of tax and in complying with conditions mentioned at above, HPGCL will have right to recover the GST amount in default along with interest & penal amount and deposit the same directly with GST department on behalf of vendor to the credit of HPGCL.
    - i) Vendor will undertake to immediately inform the HPGCL about any amendment in the GST certificate and to immediately submit the updated registration certificate.
    - j) Submit a undertaking in case the firm is not generating e-invoice in following format:-  
*We M/s. .... having PAN ..... and GSTIN Registration Number ..... hereby undertake that out Aggregate Turnover (as per Section 2(6) of Central Goods and Services Tax Act, 2017) for FY 2019-20 does not exceed the prescribed threshold (as on the date of this declaration) for generation a Unique Invoice Registration Number (IRN) and QR code as per the provisions of Central Goods and Services Tax Act, 2017 and rules there under ("GST Law"). Further, we also undertake that if the aggregate turnover of M/s .....exceeds the current threshold or revised threshold notified by Government of India at any future date, then we shall issue invoice and credit note in compliance with the required provisions of GST Law. In case of any queries from the any state or centre Goods and Services Tax authorities, M/s. .... will be solely responsible.*  
 Yours Truly,  
 For M/s. ....  
 Authorized Signatory Name: Designation
  23. For payments through RTGS, the contractor will provide complete bank details like name of bank, Account no., IFSC code, type of account and branch name to Sr. A.O./PTPS-II. RTGS bank charges to be borne by the contractors/Suppliers.
  24. **Contract Agreement:** The contractor shall execute a contract agreement with HPGCL on a Non Judicial Stamp Paper of appropriate value within 5 days of receipt of work order as per Annexure-XXII and acceptance certificate as per Annexure-XV.
  25. **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.
  26. Earnest Money and Security Deposit:
    - a. Earnest Money deposit is compulsory, without which the tender shall be rejected forth with.
    - b. The Bidders shall have to pay for the earnest money 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 EMD can be made online directly through RTGS / NEFT.
    - c. Every tenderer, while submitting his tender, shall deposit the earnest money specified in the **e-NIT No. 08/PTP/BMD-V/U-7/F-617, Dated 10.03.2026** (consisting of HEWP's Tender Reference No.: 2026708FD60C 3BBD 4A77 A9CC 2A40C871ED1C713PGC and HEWP's Unique File No/ DNIT No: 0306202616-38-09/151800 by the way (methods) as specified in **Annexure-III** above (Information for payment regarding submission of EMD, e-service fee & tender document fee), without which the tender shall be rejected forthwith.
    - d. The EMD of the un-qualified 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.

- e. SECURITY DEPOSIT: As the nature of work is of deputation of service engineer, hence no Security deposits are applicable on this contract.
- f. No interest shall be paid on EMD for the period it remains deposited with HPGCL.
- g. **The earnest money shall be forfeited in part or in full under the following circumstances:**
- h. If the tenderer withdraws his tender at any stage during the currency of validity period.
- i. 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.
- j. In the event of breach of contract in any manner.
- k. In case of evidence of cartel formation by the bidder(s).
- l. If the contractor fails or neglects to observe or perform any his obligations under the contract, it shall be lawful for the HPGCL to forfeit either in whole or in part, in its absolute discretion, the EMD furnished by the contractor.
- m. The forfeiture of EMD 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.

**27. Risk and Cost:** In case the contractor fails to full fill the contractual obligation, the work shall be got done from some other agency at the risk and cost of the contractor. It shall be without prejudice to the right of HPGCL to recover any further amount or any liquidated and/or other damages.

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

- i) Contractor shall submit monthly bill in duplicate to the Executive-in-charge along with the followings:
  - a) Monthly bill for the work done, in duplicate. The bill should be on the contractor's bill book duly serially numbered and bearing date of issue, contractors EPF code, ESI code, GST number, PAN & TIN. A photo copy of the EPF code, ESI code, GST number, Labor license, copy of the pass book of account, PAN & TIN shall be attached with the 1<sup>st</sup> running bill for reference and record.
  - b) Self-attested copy of the deposit challan of EPF & ESI contribution, labor welfare fund deposited by the contractor for the labor engaged for the work duly validated with dossier of workers and their account number in the appropriate prescribed Performa.
  - c) Self-attested copy of the attendance sheet, wages register and evidence of wage payment.
- ii) The bill of the contractor along with the annexure submitted by the contractor at i) above, should be approved and verified by the officer in-charge for gross value as well as net payable value and accompanied with the certificates / documents mentioned at iii) and iv) below.
- iii) Certificate from the Engineer in-charge that,
  - a) Work has actually been done as per the contract and to the entire satisfaction of EIC.
  - b) The copy of the EPF challan, ESI challan etc. submitted by the contractor pertains to the labor deployed at site and none of the worker has been excluded there from.
  - c) The record entry of the work done has been taken in the small measurement book (SMB) at page no. \_\_\_\_\_ on dated \_\_\_\_\_.
  - d) No penalty is leviable on the contractor on any account as per the contract if leviable the amount of penalty is \_\_\_\_\_.
  - e) Copy of protocol and certificate for stage payment, if required.
- iv) Certificate from Labor Welfare Officer / Factory Manager stating that contractor has complied with all labor laws and safety clearance certificate from safety officer. In case of non-availability of Labor Welfare Officer/Safety Officer, from EIC.

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

**29. Performance Bank Guarantee/Performance Security:** (This clause has taken the reference from HEWP's CBD ITB standard clause no. 51 (security deposit) & 29 (Evaluation and Comparison of Bids) due to mandatory submission of performance security amount in HEWP while issuance of Letter of Acceptance/LOI to proceed the work).

- I. **HEWP's CBD standard clause no. 51.1:** The Performance Security equal to 5%(five percent) and additional security for unbalanced bids shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in Indian Rupees. The Performance Security shall be valid until a date 45 days from the date of expiry of Defect Liability-cum-Maintenance Period and the additional security for unbalanced bids shall be valid until a date 28 days from the date of issue of the certificate of completion.
- II. **HEWP's CBD standard clause no. 51.2:** Whenever the work value is enhanced on account of variation in quantities / change of scope of work during the execution, beyond 10% above the original agreement amount, the contractor shall be required to submit the additional Performance Security in the form of Bank Guarantee @ 5% of the enhanced value of contract with the same validity as applicable to the original Performance Security and a supplementary agreement for the revised work value shall be signed with the department which shall also define the mile stones as well as revised intended completion date. The contractor shall deliver additional Performance Security within 21 days of receipt of request in this regard from the employer.
- III. **HEWP's CBD standard clause no. 29.1:** The Employer will evaluate and compare only the bids determined to be substantially responsive.
- IV. **HEWP's CBD standard clause no. 29.2:** In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price (a) adjustments to reflect discounts or other price offered in Financial bid submitted online.

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

- a) If the Bid price offered by the contractor is negatively unbalanced up to the 10% of the estimated project cost (as per analytical rates / N.S. rates). In such cases no additional performance security shall be taken from the successful bidder;
- b) If the bid price offered by the contractor is negatively unbalanced below 10% and up to 20% of the estimated project cost (as per analytical rates / N.S. Rates): In such case, Additional performance security shall be calculated @ 20% of the {( % below quoted by the contractor – 10%) of the estimated cost of the project};
- c) If the bid price offered by the contractor is further negatively unbalanced below 20% of the estimated project cost (as per analytical rates / N.S. Rates): In such case, the Additional performance security shall be calculated @ 30% of the {( % below quoted by the contractor – 10%) of the estimated cost of the project};
- d) 20% of the total unbalanced amount of all the seriously unbalanced items (i.e. unbalanced by more than 40% of the estimated amount of that particular item/items).

Out of (a),(b),(c) and (d) mentioned above; whichever is higher is to be deposited by the successful bidder.

- VI. **HEWP's CBD standard clause no. 29.4:** Validity of above Additional performance Security shall be valid until a date 28 days from the date of issue of the certificate of completion.
- VII. **HEWP's CBD standard clause no. 29.5:** The Employer reserves the right to accept or reject any variation or deviation. Variations and deviations and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer, shall not be taken into account in Bid evaluation.
- VIII. **HEWP's CBD standard clause no. 30:** The agency/Bidder to whom the work is allotted shall be paid lowest of the following in the running/final bills.
  - IX. Amount calculated with the accepted rates of lowest agency.
  - ii) Amount worked out with the accepted percentage above/below HSR+CP/analytical rates/ NS item rates, worked out in financial statement. Financial statement will be made a part of agreement.

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

- a) The delay is resulted from any causes arising out of compliance with regulations, orders or instructions of the Central or State Governments, acts of God, acts of Civil & Military authority, fires, floods, strikes, lock-outs, freight embargoes, war-risk riots and civil commotion. and
- b) The contractor's request for extension of the delivery period along with all necessary evidence comes, before the expiry of the schedule date(s) of delivery.

**31. 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.

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

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

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

**35. Statutory Deductions:** Statutory deduction on account of TDS under GST Act, 2017 & Income Tax Act 1961, works tax & sales tax etc. including surcharge shall be made at source from the bills of the contractor at the prevailing rates.

**36. Arbitration:** All matters, questions, disputes, differences and / or claims arising out of and / or concerning, and /or in connection with, and /or in consequence of, and /or relating to the contract whether or not obligations of either of both the Supplier and the Corporation under that contract be subsisting at the time of such dispute and whether or not the contract has been terminated or purported to be terminated or completed, shall be referred to the sole arbitration of MD, HPGCL or an officer appointed by the MD, HPGCL as his nominee. The award of the Arbitrator shall be final and binding on both the parties to the contract.

**37. Laws Governing Contracts:**

- a) All contracts shall be governed by the laws of India for the time being in force.
- b) Irrespective of the place of delivery, place of performance or place of payment under a contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.
- c) **Jurisdiction of Courts-** The courts of the place from where the acceptance of tender has been issued shall alone have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract.

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

**39. 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 Engineer-in-charge.

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

**SPECIAL TERMS & CONDITIONS: -**

**1. PERIOD OF THE CONTRACT:** Total 45 days from the date of clearance to start of work.

**2. RATES:** -The payment as per actual works carried out by the contractor covered under Annexure-IV will be made.

**3. EXTRA CHARGES:**

The execution of the work entails working in all the sites round the clock and weather conditions and no extra rate will be considered on this account. The contractor may have to carry out jobs to work round the clock as per our requirements to be decided by Engineer-in-Charge. No extra claim/overtime will be paid on this account. It will be mandatory on the part of the contractor to deploy sufficient labor under the supervision of his supervisor for meeting the requirement of site works.

**4. CONTRACTOR TO REMOVE UNSUITABLE EMPLOYEES (WORKMEN):**

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

**5. ENGINEER-IN-CHARGE:**

The Engineer-in-Charge shall have the general supervision of the work. The work shall have to be started by the Contractor as per the instructions from Engineer-in-Charge. Normally a confirmed indent shall be issued before start of the work, but in case work is required to be started on holiday or after office hours, the work already carried out shall be confirmed by a post dated indent. The indent will indicate the date/time of start of work, details of works and the scheduled time of completion as per contract. The said indent after completion of work will then be returned back to the office of the Engineer-in-Charge. After recording the actual quantity of work carried out and actual time taken to complete the work of the indent, all the indent for the complete month along with the sub order having full detail of the work carried out indent wise during the previous month will be issued to the firm in the first week of the month for billing purpose.

The Engineer-in-Charge has authority to stop the work, if he finds that work is not being properly executed. He shall also have authority to reject all the works or part thereof and give necessary direction to carry out the work again to his satisfaction. No claim whatsoever on this account shall be entertained.

**6. LIABILITY:**

a) This office reserves the right to claim adequate compensation from the contractor on account of any damage caused to the plant & equipment handed over to him for execution of the work, due to careless handling or negligence on the part of the contractor. However, the total liability arising out of this contract shall be limited to the contract value.

b) The recovery in respect of any spares 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 BHEL or any other PO/Source, plus 10% supervision charges.

c) The contractor shall also be responsible for the loss/damage caused to the property of HPGCL or any other vendor/agency by the contractor or any of his workmen/employee.

d) During the course of this contract, the contractor shall keep a competent authorized representative or his assistants so that the progress of the work is not hampered. The representative shall represent the contractor in his absence and all directions given to him shall be binding as if given to the contractor. In no case, the authorized representative can refuse to receive the instructions. Contractor will ensure presence of his personnel round the clock to carry out the works.

e) The successful contractor shall provide the phone facility to his supervisor to facilitate HPGCL for easy communication with the contractor. The phone Number shall be intimated by the contractor immediately after the award of the contract.

**7. MATERIAL TRANSPORTATION: -**

a) The contractor shall make his own arrangement for transportation of the material & scaffolding from store to the site of work, from site of work to PTPS Workshop and back to the site and transportation of scrap material to the stores. The contractor shall also assist the loading/unloading of material being sent for repairs or received after repairs to/from outside PTPS.

b) The contractor shall make his own arrangements for removal of old, unused and scrap material from the site to the place specified by the Engineer-in-Charge after completion of work.

**8. PRESERVATION & STORAGE OF MATERIAL: -**

All material issued to the contractor by the Corporation or brought by the contractor for its Bonafede use at the work shall be stored and preserved by the contractor in his custody as to avoid it against any loss/damage/shrinkage or deterioration in any form. This will be free of charge. Any loss suffered by the Corporation on this account shall be compensated by the contractor at penal rates to be determined by the Corporation. The rates so determined shall be final and binding on the contractor.

**9. ACCOMODATION:** The contractor shall be responsible for the accommodation of his employees/workers deployed for execution of work. However, if the accommodation is available with HPGCL the same may be allowed on chargeable basis as per HPGCL rules. HPGCL will allow land for putting temporary godowns/workshop for making storage at work site by the contractor.

**10. LABOUR LICENCE:**

The contractor should possess valid labor license from Labor Commissioner, Haryana or will obtain the same within 15 days of issuance of Work Order, if applicable as per the regulation. Payment to the contractor shall only be released after submission of documentary proof for the same.

**11. INCOME TAX:** Statutory deduction on account of Income Tax including surcharge shall be made at source from the bills of the contractor at the prevailing rates by Sr. AO/O&M-III, PTPS Panipat.

**12. NEGLIGENCE:** - If the contractor neglects to execute the work with due diligence and expedition or refuses to do the work, then HPGCL may serve 15 days' notice, in writing to the contractor to make good the failure within the stipulated time otherwise HPGCL shall be at liberty to take the work wholly or partially at the risk and cost of the contractor at a reasonable price. It shall be lawful for the HPGCL to retain any balance which may otherwise be due to the contractor on any account, if dues of the contract are not sufficient to cover the amount thus recoverable from the contractor and to

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

**13. LOSS OF PLANT / HPGCL PROPERTY DURING EXECUTION OF THE WORK:** - The contractor shall ensure that no damage or loss is done to HPGCL / Plant property or any other agency in the jurisdiction of work site. In case, it is found that there is any loss to the plant equipment, HPGCL property or human being due to negligence of the labour / worker of the contractor, the same shall be made good to HPGCL by the contractor at his own cost.

**14. BREACH OF CONTRACT:** -If the contractor fails to adhere to the time schedule or if his services are found to be unsatisfactory, the HPGCL will be entitled at its option either:-

a) If the contractor is unable to execute the work, any loss incurred by HPGCL in this respect will be to the contractor's account. HPGCL may also terminate the contract after giving a 07 days notice, if in its opinion; the work under the contract is not being done to its satisfaction. HPGCL also has the right to get the job done from a third party at the risk and cost of the first contractor till the expiry of the period of contract.

b) To get the work done from any other agency after serving a notice of 07 days to the contractor at his risk and cost and without prejudice to the other provisions of the work order.

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

**15. ELECTRICITY / AIR / WATER:-** Electricity/ Air / Water will be provided free of cost at one point per unit as per requirement of job. HPGCL may provide suitable space for site store / temporary workshop free of charges to the contractor. The electricity for site store / office will be provided by HPGCL free of cost. The contractor will use electricity / air / water judiciously. However, contractor shall make his own arrangement for Diesel Generator set/welding set where electricity supply is not available

**16. GST:** GST will be paid extra as applicable.

**17. Shortclosure:-** The contract may be short closed at any time with immediate effect. Moreover, the contract can be terminated by HPGCL by giving a notice to the contractor without assigning any reason.

**18. ENGAGEMENT OF MANPOWER:**

a) The firm will provide adequate manpower, including competent fitter, welder, gas cutter, riggers, helpers etc. and supervisor at site for smooth and timely completion of work at coal mill site. The category of manpower to be engaged shall be decided by the Engineer-in-Charge as per site requirement. However, the firm also has to provide the additional manpower during the overhauling period of the unit and during major break down if required for completing the work properly in the stipulated time. No extra payment will be made on account of engagement of additional manpower as stated above.

b) The employees should be whatsoever and shall not deem to be in the employment of HPGCL for any purpose whatsoever.

c) The contractor shall abide by all rules, law and regulations may be in force from time to time regarding the employment (or conditions of service of the employees). If under any circumstances whatsoever, HPGCL shall have the right to pass on the responsibility on the contractor together with any expenses incurred by HPGCL.

d) The labour/employees put on the job by the contractor shall be able bodied and not below the age of 18 years, and exceed 60 years.

**19. SUBMISSION OF BILLS:** Contractor shall submit bill in triplicate to the executive in-charge along with the followings:

a) Bill for the work done, in triplicate. The bill should be on the contractor's bill book duly serially Tax number, PAN number & TIN number. A photo copy of the EPF code, ESI code, GST number, Labour license, PAN shall be attached with the 1st running bill for reference and record.

b) Self attested copy of the deposit challan of EPF & ESI contribution, labour welfare fund deposited by the contractor for the labour engaged for the work in the appropriate prescribed Performa.

c) Self attested copy of the attendance sheet, wages register and evidence of wage payment and salary slip of each of the worker on monthly basis engaged at site.

d) Certificate from labour welfare officer/factory manager stating that contractor has complied with all labour laws and safety clearance certificate from safety officer.

**20. MEASUREMENT & BILLING:**

a) All the measurements shall be in metric system. All the works completed will be measured by the representative of the Engineer-in-Charge. The dates of start/completion & date of measurement, award/indent wise for each equipment will be recorded in SMB after completion of all the jobs of the award. The maintenance register shall have the detailed entries of the jobs completed by the contractor including date/time of start and completion and issue/cancellation of P.T.W. of the jobs completed by the contractor. The time taken for each award shall be recorded on bill also.

b) Normally a confirmed indent shall be issued before start of the work, but in case work is required to be started on holiday or after office hours, the work already carried out shall be confirmed by a post dated indent. The indent will indicate the date/time of start of work, details of works and the scheduled time of completion as per contract. The said indent after completion of work will then be returned back to the office of the Engineer-in-Charge. After recording the actual quantity of work carried out and actual time taken to complete the work of the indent, all the indent for the complete month along with the sub order having full detail of the work carried out indent wise during the previous month will be issued to the firm in the first week of the month for billing purpose.

**21. ENGINEER-IN-CHARGE:** The Engineer-in-Charge shall have the general supervision of the work. The work shall have to be started by the Contractor as per the instructions from Engineer-in-Charge. Normally a confirmed indent shall be issued before start of the work, but in case work is required to be started on holiday or after office hours, the work already carried out shall be confirmed by a post dated indent. The indent will indicate the date/time of start of work, details of works and the scheduled time of completion as per contract. The said indent after completion of work will then be returned back to the office of the Engineer-in-Charge. After recording the actual quantity of work carried out and actual time taken to complete the work of the indent, all the indent for the complete month along with the sub order having full detail of the work carried out indent wise during the previous month will be issued to the firm in the first week of the month for billing purpose.

The Engineer-in-Charge has authority to stop the work, if he finds that work is not being properly executed. He shall also have authority to reject all the works or part thereof and give necessary direction to carry out the work again to his satisfaction. No claim whatsoever on this account shall be entertained.

**22. OTHERS:**

- i) HPGCL shall have power to make any alteration, in commission from addition to or substitutions for the original specifications and instructions which may be considered necessary during the progress of work and contractor shall carry out the work in accordance with any instruction which may be given to him in writing duly signed by Engineer-in-Charge. Such alterations, commissions, additions, substitutions shall not invalidate the contract any altered, additional or substituted work which the contractor may be directed to do shall be carried out; by the contractor on the same conditions in all respects on which he has agreed to do the main work.
- ii) If the rates for additional, altered or substituted works are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as per the specific work in the rates contract for that work.
- iii) In case contractor fails to do the extra and/or substituted work, Engineer-in-Charge will have to option to get the work through another agency at the contractor's risk and cost.
- iv) The decision of the Engineer-in-Charge for determination of the category of work with reference to the material in respect of item not mentioned in scope of work shall be final.
- v) The firms advised to see the actual quantum of work involved as per actual site condition before quoting the rates. No claim, whatsoever on any account, will be entertained on this account.
- vi) Any other statutory taxes / levies, if to be charged extra, should be clearly indicated by tenderers in their offer separately and to be attached, failing which it will be presumed that their quoted price are inclusive of all such statutory taxes / levies.
- vii) Contractor authority shall put dated initials on each page of the work order including the above terms and conditions printed on both side of the paper.

S/d

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

## **ANNEXURE-VII**

### **TECHNICAL TERMS & CONDITIONS:**

- 1) Work is to be carried out at PTPS Site where All the T&P, manpower, welding electrodes, gas cylinders and other consumables etc. as required for completion of the work shall be arranged by the contractor.
- 2) Loading/ unloading of material at firm's work shall be into the scope of Contractor.
- 3) Work shall be carried out round the clock including holidays and firm shall make all necessary arrangements without any extra claim.
- 4) All tools and tackles like Spanners, Chain Pulley blocks, pull lift, scaffolding etc. shall have to be arranged by the contractor. However available T&P like electric hoist installed at site will be made available to the contractor free of charge and contractor will be responsible for upkeep and maintenance of the electric hoist without any additional charges.
- 5) The entire work shall be completed by the contractor within the time given by Engineer-in-Charge, and to achieve this, contractor has to work round the clock. However, in case, there is any delay due to supply of spare parts in time or any job involving machining etc., the time extension shall be given accordingly by the XEN/In charge.
- 6) Spares, Bolts, nuts, grease, lubricants and gaskets etc., if required, for any job will be issued free of charge by HPGCL.
- 7) The descriptions of works of the different works/jobs have been indicated in the scope of work. However, in case of any new job, the rate shall be decided by HPGCL on the representation of the contractor, for the job entrusted to him not included in the scope of work. It will be obligatory on the part of the contractor; to carry out left over jobs relating to the system included in the contract.
- 8) The work shall be started immediately after getting written/verbal instructions from the authorized representative of the Engineer-in-Charge.
- 9) Contractor will ensure presence of his personnel round the clock to carry out the works assign to him.
- 10) Any temporary scaffolding etc. required to execute any work will be erected and dismantled by the contractor without any extra charges.
- 11) Electricity, water, air will be provided at the existing points free of cost as per requirement of the job.
- 12) The contractor shall have to make his own arrangements for tools & tackles, skilled and unskilled labour etc. required for the job. The work is subject to inspection at all times by the Engineer-in-Charge and the contractor shall have to carry out the work to the entire satisfaction of Engineer-in-Charge.

**S/d-**

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

**MANDATORY ADDITIONAL TERMS AND CONDITIONS**

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

**1. PRE-QUALIFYING REQUIREMENT (PQR)/ELIGIBILITY CONDITIONS FOR THE TENDERERS**

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

**A) Mandatory Documents:**

- a) PAN Card.
- b) GST Certificate.
- c) Undertaking of Non-Blacklisting – (Certificate may be submitted by the bidder that the tenderer is not black listed from HPGCL, any Public Sector undertakings of Central Govt. / State Govt. /SEBs / Corporations / any other reputed Thermal / Hydel Plant etc.).
- d) Cancelled Cheque/ Proof of bank account.
- e) Proof of Address.

**B) Optional Documents**

- a) TAN Number Document.
- b) Form 26AS for last three years (Provided by Income Tax Department).
- c) LLCs (Limited Liability Company) to upload last audited balance sheet.
- d) Change of constitution of agency.
- e) Litigation History (If any).
- f) List of Abandoned works (if any).
- g) Any Other relevant documents.

**2. Earnest money and Earnest money declaration Form:**

- a) The Bidder who does not have contractor ID on HEWP cannot participate in tendering process. Bidders who have contractor ID but have not registered on HEWP can participate in tendering process by paying the earnest money through online payment on the portal. Bidders who have contractor ID and are registered on HEWP and also have deposited one time deposit are eligible for participation in the tender by annexing bid specific Earnest Money Declaration Form (as provided in **Annexure-XIX**) generated from HEWP.
- b) The bidder, who is registered as contractor with Haryana Government and is availing the exemption available for earnest money, shall upload bid specific Earnest Money Declaration form duly downloaded from HEWP (as provided in **Annexure- XIX**).
- c) Any bid from the registered bidders not accompanied by an acceptable Earnest Money Declaration form (in case exemption is availed) as above or not secured as above shall be rejected by the Executing Engineer In-Charge as non-responsive.
- d) The successful bidder shall be de-registered with forfeiture of his/it's one time deposit of EMD exemption amount on HEWP and further barred from participation in future bidding for a period of 2 years, in case of failure to submit the Performance Bank Guarantee as per **Clause no. 10 of Annexure-XX (PBG/Performance Security clause)**.
- e) In the first instance, Earnest money / Earnest money Declaration Form (as per **Annexure- XIX**) shall be opened online and checked for correctness along with tender document fee. If the earnest money declaration form/ earnest money are found in order, Technical Bid shall be opened (Online) in the presence of such contractors who choose to be present.
- f) Other details can be seen in the bidding documents. The Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidder's responsibility to verify the website for the latest information related to the tender.
- g) Conditional tenders will not be entertained and are liable to be rejected.
- h) The tender without Earnest money / Earnest money Declaration form / Earnest money exemption certificates and tender document fee will not be opened.
- i) The tender of the bidder who does not satisfy the qualification criteria in the bid documents are liable to be rejected and financial bids will not be opened.
- j) The bidders may note that the works are to be carried out strictly as per the applicable laws, permits, rules and regulations. Any damages / penalties imposed by any statutory authority, like NGT etc., on account of

non-compliance of any applicable laws, permits, rules and regulations shall have to be borne by the contractor.

**3. Bid Validity:**

- a) Online Bids shall remain valid for a period of not less than 120 days from the date of opening of the price bid. A bid valid for a shorter period shall be rejected by the Executing Officer In-Charge as non-responsive.
- b) In exceptional circumstances, prior to expiry of the original time limit, the Executing Engineer In-charge may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by email. A bidder may refuse the request without forfeiting his Earnest money. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Earnest money for a period of the extension in all respects.

**4. Dead line for Submission of Bids:**

- a) The Executing Engineer In-Charge may extend the deadline for submission of bids by issuing an amendment.
- b) Any addendum/corrigendum thus issued shall be part of the bidding documents and put on website only and shall be deemed to have been communicated to all the bidders.
- c) The Executing Engineer In-Charge will assume no responsibility in this regard.
- d) To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Executing Engineer In-Charge shall extend, as necessary, the deadline for submission of bids.
- e) In such case; all rights and obligations of the Executing Engineer In-Charge and the bidders previously subject to the original deadline will then be subject to the new deadline.

**5. Withdrawal or modification:**

- a) No bid shall be modified or withdrawn after the deadline of submission of bids.
- b) Withdrawal or modification of a bid between the deadline for submission of bids and the expiration of the original period of bid validity as specified in tender document or as extended may result in the forfeiture of the Earnest money or invite action as per Earnest Money declaration undertaking.

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

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

- a) Where there is a discrepancy between the unit of any item mentioned in BOQ, from that in HSR, the unit mentioned in HSR shall prevail and the total resulting from multiplying the quoted rate by the quantity, shall be taken in to account.
- b) The amount stated in the "Financial Bid" will be corrected by the Executing Engineer In-Charge in accordance with the above procedure and the bid amount adjusted in the following manner.
  - i) If the Bid price increases as a result of these corrections, the amount as stated in the bid will be the 'bid price' and the increase will be treated as rebate;
  - ii) If the bid price decreases as a result of the corrections, the decreased amount will be treated as the 'bid price'.
- c) Adjusted in bid price as stated above, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and action as per provisions of Earnest Money Declaration Form shall be initiated or Earnest Money shall be forfeited as applicable.

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

**A) Calculation of Additional performance security and Evaluation & Comparison of Bids:**

- a) **HEWP's CBD clause no. 29.1:** The Employer will evaluate and compare only the bids determined to be substantially responsive.
- b) **HEWP's CBD clause no. 29.2:** In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price (a) adjustments to reflect discounts or other price offered in Financial bid submitted online.
- c) **HEWP's CBD clause no. 29.3:** If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices. After evaluation of the price analysis, the Employer may require that the amount of the Performance Security set forth in **Clause no. 8 B) mentioned below / standard Clause no. 34 in CBD of HEWP's ITB** be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased Performance Security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder. The amount of additional performance security shall be equal to an amount arrived at as below: -
  - i) If the Bid price offered by the contractor is negatively unbalanced up to the 10% of the estimated

- project cost (as per analytical rates / N.S. rates). In such cases no additional performance security shall be taken from the successful bidder;
- ii) If the bid price offered by the contractor is negatively unbalanced below 10% and up to 20% of the estimated project cost (as per analytical rates / N.S. Rates): In such case, Additional Performance security shall be calculated@ 20%of the {(below quoted by the contractor – 10%) of the estimated cost of the project};
  - iii) If the bid price offered by the contractor is further negatively unbalanced below 20% of the estimated project cost (as per analytical rates / N.S. Rates): In such case, the Additional performance security shall be calculated@ 30%of the{(below quoted by the contractor – 10%) of the estimated cost of the project};
  - iv) 20% of the total unbalanced amount of all the seriously unbalanced items (i.e. unbalanced by more than 40% of the estimated amount of that particular item/items).  
Out of (i), (ii), (iii) and (iv) above Whichever is higher is to be deposited by the successful bidder.
- d) **HEWP’s CBD clause no. 29.4:** Validity of above Additional performance Security shall be valid until a date 28 days from the date of issue of the certificate of completion.
  - e) **HEWP’s CBD clause no.29.5:** The Employer reserves the right to accept or reject any variation or deviation. Variations and deviations and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer, shall not be taken into account in Bid evaluation.
  - f) **HEWP’s CBD clause no. 30:** The agency/Bidder to whom the work is allotted shall be paid lowest of the following in the running/final bills.
    - i) Amount calculated with the accepted rates of lowest agency.
    - ii) Amount worked out with the accepted percentage above/below HSR+CP/analytical rates/ NS item rates, worked out in financial statement. Financial statement will be made a part of agreement.
- B) Performance Security (ReferstandardClauseNo.34&51ofCBDin HEWP):**
- a) **HEWP’s clause no. 34.1.a):** Within 15 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional security for unbalanced Bids in accordance with **Clause no. 8 A) above / Clause no. 11 of Annexure-V / Clause no. 29.3 in CBD of HEWP’s ITB and Conditions of Contract:**
    - i) A Bank Guarantee in the form given in Section 7/FDR in the name of Executive Engineer concerned.
    - ii) Performance bank guarantee shall be valid until a date 45 days after the expiry of Defect Liability-cum-Maintenance Period.
  - b) **HEWP’s clause no. 34.1 b):** As per Haryana Govt. Co-operation Department Notification No. 8366-C-7-2016/13818, dated 08.12.2016, the performance security for Co-operative Labour and Construction Societies shall be half of the performance security applicable to contractors for works up to any value. In case of the Cooperative Labour and Construction Societies consisting of all women members or all SC members the performance security will be 25% of the performance security applicable to contractor.`
  - c) **HEWP’s clause no.34.2:**If the performance security is provided by the successful Bidder in the form of a Bank Guarantee/FDR, it shall be issued either (a) at the Bidder’s option, by a Nationalized/Scheduled Indian Bank or (b) by a foreign bank located in India and acceptable to the Employer.
  - d) **HEWP’s clause no. 34.3:** Failure of the successful Bidder to comply with the requirements of Sub-Clause 34 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money/action due as per Earnest Money declaration. The bidder shall also be debarred for period of 2 year from participation in tenders in any of the Departments/Boards/Corporations etc. of Haryana Government. If the work of is an urgent nature and cannot brook delay involved in retendering, the remaining tenderers shall be offered the lowest approved rates. If more than one tenderer turns up, then preferences shall be given to the tenderer graded according to the rates quoted in the first instance.
  - e) **HEWP’sclauseno.34.4:**Whenevertheworkvalueisenhancedonaccountofvariationin quantities/changeofscopeofworkduringtheexecution,beyond10%abovetheoriginal agreementamount,thecontractorshallberequiredtosubmittheadditionalPerformance Security in the form of Bank Guarantee @ 5% of the enhanced value of contract with the same validity as applicable to the original Performance Security and a supplementary agreement for therevisedworkvalueshallbesignedwiththedepartmentwhichshallalsodefinethemile stonesaswellasrevisedintendedcompletiondate.Thecontractorshalldeliveradditional Performance Security within 21 days of receipt of request in this regard from the employer. **Illustration:**

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

- f) **HEWP’sclauseno.34.5:** Failure of the contract or to submit a valid additional Performance Bank

Guarantee @ 5% of the enhanced value of contract as above shall invite similar penalties

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

- g) **HEWP's CBD Securities clause no.51.1:** The Performance Security equal to 5% (five percent) and additional security for unbalanced bids shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in Indian Rupees. The Performance Security shall be valid until a date 45 days from the date of expiry of Defect Liability-cum-Maintenance Period and the additional security for unbalanced bids shall be valid until a date 28 days from the date of issue of the certificate of completion.
- h) **HEWP's CBD Securities clause no.51.2:** Whenever the work value is enhanced on account of variation in quantities / change of scope of work during the execution, beyond 10% above the original agreement amount, the contractor shall be required to submit the additional Performance Security in the form of Bank Guarantee @ 5% of the enhanced value of contract with the same validity as applicable to the original Performance Security and a supplementary agreement for the revised work value shall be signed with the department which shall also define the mile stones as well as revised intended completion date. The contractor shall deliver additional Performance Security within 21 days of receipt of request in this regard from the employer.

**9. Notification of Award and Signing of Agreement:**

- a) The bidder whose Bid has been accepted will be notified of the award by the Executing Engineer In- Charge prior to expiration of the Bid validity period by email confirmed by registered letter. This letter (hereinafter and in the PART-I: *General Conditions of Contract* called the "**Letter of Acceptance**") will state the sum that the Executing Engineer In-Charge will pay to the Contractor in consideration of the execution, completion and maintenance of the works, by the Contractor during defect liability period as prescribed by the Contract (herein after and in the Contract called the "**Contract Price**").
- b) The notification of award will constitute the formation of the Contract; subject only to the furnishing of a Performance Security.
- c) The Agreement will incorporate all agreements between the Executing Engineer In-Charge and the successful Bidder. It will be signed by the Executing Engineer In-Charge and the successful Bidder after the Performance Bank Security is furnished.
- d) Upon the furnishing by the successful Bidder of the Performance Security, the Executing Engineer In-Charge will promptly notify the other Bidders that their Bids have been unsuccessful.
- e) Upon the furnishing by the successful Bidder of the Performance Security, the Executing Engineer In-Charge shall issue the "**Letter to proceed with the work**".
- f) If the lowest tenderer (L-1) backs out, his earnest money shall be forfeited or action as per conditions of Bid Security Declaration Form shall be initiated. The agency will be de-barred for giving tenders for two year and the second lowest tenderer (L-2), third lowest tenderer (L-3) in order of sequence, may be called upon to bring his offer to the same level as the originally first lowest tenderer. In the event of their refusal to do so, tenders shall be recalled.
- g) In case of great urgency, authority competent to accept the tender may authorize call of limited or short notice tenders.

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

- i) The Bill of quantities shall be read in conjunction with the instructions to Bidders, Conditions of contract, Technical Specifications and Drawings.
- ii) The quantities given in the Bill of Quantities are estimated and provisional and are given to provide a common basis for bidding.
- iii) The basis of payment will be the actual quantities of work ordered and carried out, as measured by the contractor and verified by the Engineer and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates as the Engineer may fix within the terms of the Contract.
- iv) The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, all taxes (but excluding GST) and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
- v) The rates and prices shall be quoted entirely in Indian Currency (excluding GST).
- vi) A rate or price shall be entered against each item in the Bill of Quantities, whether the quantities are stated or not.
- vii) The cost of items against which the contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
- viii) The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no Items are provided the cost shall be deemed to be distributed

- among the rates and prices entered for the related items of work.
- ix) General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.
  - x) Errors will be corrected by the Executing Officer In-Charge for any arithmetic errors pursuant to clause of the Instructions to Bidders.
  - xi) The 'Engineer' shall be entitled to order work against any item or work shown in this contract schedule of rates herein after called the "Schedule" to any extent and without any limitation whatsoever as may be required in his opinion for the purpose of work irrespective of the fact the quantities are omitted altogether in the "Schedule" or shown more or less than the work ordered to be carried out.
  - xii) Quantities given in the BOQ may vary at the time of execution of works done at site by the contractor.
  - xiii) Unless otherwise specified all material, machinery and labour input are to be arranged by the contractor.
  - xiv) As and when contractor gives condition that arrangement of water shall be made by the department, it shall be deemed that all the charges incurred thereon shall be borne by the department and recovery on the total work done shall be made from him.
  - xv) Rate quoted by the contractor for each N.S. item shall be for complete job including all taxes (but excluding GST), carriage etc.
  - xvi) Nothing extra on any account shall be paid. The payment will be made according to the actual work done by the contractor.
  - xvii) The online BOQ template must not be modified /replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only in the respective column.
  - xviii) The whole work against this tender shall be awarded to a single firm only whose overall quoted price will be lowest for the complete package of work.
  - xix) The tenderer will quote their rates without GST strictly as per ibid 'BOQ/Rate Quoting Sheet'
  - xx) The GST shall be extra as applicable (i.e. present rate of GST is 18% of the quoted rates). If GST is claimed extra & then any variation is there in future due to introduction of new enactments & revision of tax rates by the Govt., the same shall be passed on by respective parties.

-sd/-

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

**STANDARD OPERATING PROCEDURES FOR TAX COMPLIANCE****A) Standard Operating Procedures to be followed to monitor GST Compliance:**

- 1) ESI/EPF of each employee should be deposited by the contractor on time to the concerned department. A copy of ESI/EPF statement of each and every labour/ worker is to be deposited by the contractor with Bill.
- 2) Contractor shall issue wages slip to each labour/worker every month.
- 3) **Submission of GST Documents & Compliances to be made by the Contractor:**

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

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

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

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

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

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

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

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

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

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

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

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

- vi) All the undertakings, as specified in the e-NIT, submitted by bidders will be verified. Failure to submit unconditional undertakings will render the bidder to ineligible at technical stage of evaluation
- vii) Contractor is to verify that the invoice submitted to Executive wing is in Performa as specified under GST law (Section 31 to 34 of CGST Act read with rules 46 to 55A of the CGST rules deal with the Tax invoice, Credit notes and debit notes) with correct GST number of HPGCL so that no difficulty is faced by HPGCL while claiming Input Tax Credit of GST due to incorrect GST number and also to reconcile the GST number and address of firm as per invoice with the GST number & address given in tender documents submitted by firm and the duly verified invoice will be submitted to accounts wing after verification of all above.
- viii) After the implementation of the invoice w.e.f. 01 Oct 2020 generation of e-invoice from common e-invoice portal for B2B supplies by person having aggregate annual turnover of more than 500 Crores has been made compulsory and w.e.f. 01 Jan 2021, generation of e-invoice for GST supplies by the person

having aggregate turnover of more than Rs. 100 Crores has been made compulsory and w.e.f. 01.04.2021, generation of e-invoice for GST supplies by the person having aggregate turnover of more than Rs. 5Crores is proposed to be made compulsory. The supplier has to furnish e-invoice containing the invoice reference number (IRN) and QR code. It is worthwhile

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

- ix) Submit an undertaking in case the firm is not generating e-invoice in following format: -  
We M/s.....having PAN

..... and GSTIN Registration Number ..... hereby undertake that out Aggregate Turnover (as per Section 2(6) of Central Goods and Services Tax Act, 2017) for FY 2019-20 does not exceed the prescribed threshold (as on the date of this declaration) for generation of a Unique Invoice Registration Number (IRN) and QR code as per the provisions of Central Goods and Services Tax Act, 2017 and rules there under ("GST Law"). Further, we also undertake that if the aggregate turnover of M/s

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

..... will be solely responsible.

Yours Truly,

For M/s.....

Authorized Signatory Name: Designation

- x) In case of failure at the end of contractor regarding deposit of tax and in complying with conditions mentioned above, HPGCL will have right to recover the GST amount in default along with interest & penal amount and deposit the same directly with GST department on behalf of contractor to the credit of HPGCL.
- xi) Contractor will undertake to immediately inform the HPGCL about any amendment in the GST certificate and to immediately submit the updated registration certificate.
- xii) EMD and Securities/Bank Guarantees taken by HPGCL against the work order may be refunded only after payment of GST by Supplier/Vendor which was charged from HPGCL.
- xiii) In case of any issue arises w.r.t. failure by the firm in GST compliances, all future payments to be put on hold.

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

- i. Any person making specified payments mentioned under the Income Tax Act are required to deduct TDS at the time of making such specified payment (annexure-I). The SOP deals with procedure to be followed when HPGCL deducts the tax while making payment to others and when tax is deducted from payments made to HPGCL.
- i) **HPGCL as a Deductor of tax:**
- a) Any tax deducted from payment to any person is a liability of HPGCL and the tax is to be deposited invariably on or before the due date as per annexure-I by filing challan no. ITNS-281.
- b) Filing of TDS return is mandatory and the return should be filed on or before the due date as per annexure-I.
- The type of return to be filed is as under:
- ii) **Form Transaction to be reported**
- 24Q-TDS on salaries
- 26Q-TDS on all payments except salaries
- 26QC - TDS on rent
- c) 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.)
- d) As per Circular No.18/2017, The Central Board of Direct Taxes (the Board) for such entities whose income is unconditionally exempt under Section 10 of the Income-tax Act (the Act) and who are also statutorily not required to file return of income as per Section 139 of the Act, there would be no requirement for tax deduction at source (TDS) from the payments made to them since their income is anyway exempted from tax under the Act.
- (iii) **HPGCL is in receipt of payment net of TDS:**
- a) Payer to submit an undertaking that all the TDS pertaining to HPGCL will be deposited and return of TDS so deposited will be filed, within due time.

- b) Staff to monthly monitor the Form 26AS to ensure that the TDS deducted out of payment of HPGCL has been deposited to the PAN of HPGCL.
- c) In case, TDS deducted is not updated in Form 26 As after expiry of due date of filing of TDS return, issue needs to be taken up with the concerned party
- d) Staff to undertake periodic reconciliation of TDS as per 26A and TDS as appearing in books.
- e) TDS so deducted by other party should be claimed in Income Tax Return of that financial year

**(iv) Specified Payments/Transaction applicable to TDS:**

- a) TDS is to be deducted on the specified transaction mentioned under Income tax act. These transactions are given below with their section, limits & 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	Rs.10,000	10%
193	Interest on debenture	Rs.5,000	10%
194	Dividend other than listed company	NA	10%
194A	Interest other than on securities by other than Bank/FIs	Rs.5,000	10%
194H	Commission on brokerage	Rs.15,000	5%
194I	Rent of Land, Building and Furniture	Rs.2,40,000	10%
194I	Rent of plant & machinery	Rs.2,40,000	2%
194IB	Rent	Rs.50,000 per month	–
194IA	Transfer of immovable property other than agriculture land	Rs.50 lakh	1%
194C	Payment to contractor/subcontractor (single transaction)	Rs.30,000	2%
194C	Payment to contract or during the year	Rs.1,00,000	2%
194J	Professional fees/Technical fees etc.	Rs.30,000	10%

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

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

-sd/-

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

**IMPLEMENTATION OF LABOUR LAWS:-**

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

The Registration of Panipat Thermal Power Station with the list of working Contractors is required under Section -7 of Contract Labour Act, 1970. The name of working Contractor must be on the list of Contractors otherwise he (contractor) will not get Labour License/Renewal from the Labour Department, Haryana Govt. So as and when the work is awarded to the contractors other than included in the list of contractors attached with the Registration of Panipat Thermal Power Station, the contractor will ensure that his name on the prescribed Performa is intimated to the Centralized Agency by the officer in charge of the work for getting his name including in the said list. Further after the needful, the contractor will be under obligation to obtain labour license/ its renewal under Section 12 of ibid Act from the Labour Department, Haryana Govt. by completing the requisite formalities.
- 2) **Payment of wages to the workers deployed on the work Under Section 63 to 73 of Contract Labour Act-1970.**

The contractor will be bound to pay wages to the workers deployed by him on the work as per minimum wages fixed by Labour Department, Haryana Govt., Chandigarh and follow revision from time to time. He will display on the notice Board of his site office, the date of making monthly wages payment which should be on or before 7<sup>th</sup> of every month. The payment shall be made in currency & coins in the presence of authorized representative of the Principal Employer/ official from the Labour Department Haryana Govt. In case of default, the contractor will be liable for prosecution under the ibid Act.
- 3) **Maintaining the Registers and records Under Section – 74 to 78 (a to d) of Contract Labour Act-1970**

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

No labour below the prescribed limit of age i.e. 18 years and above 60 years shall be employed by the contractor on his allotted works.
- 5(A) **Compliance of various Labour Acts.**

The contractor shall abide by all the labour laws required to be followed and he shall furnish an undertaking on NJSP of appropriate value duly attested by the Notary Public to the effect that he will comply with all the Acts, laws and Regulations as may be applicable with regard to performance of work including Factory Act-1948, Industrial Dispute Act-1947, Employees State Insurance Act-1948, Employee Provident Fund Act-1952, Payment of Wages Act-1936, Minimum Wages Act-1948, Contract Labour Act (R&A, 1970) Workmen compensation Act 1923 and others rules and regulations as framed by the Central/ State Govt. in this regard from time to time.
- (B) The contractor shall also specify in the above Undertaking that all the labour / workmen engaged by him for rendering the services under the contract, will be the employees of the contractors for all intents and purposes and shall have no claim / right on the HPGCL. All the risks, responsibilities and liabilities towards his labour shall be owned by him. The contractor will take such steps as may be directly responsible for any dispute arising between him and his labour / workmen and keep the HPGCL and its officers indemnified from and against all losses, damages and any claim/ liability arising there from. Under no circumstances whatsoever, HPGCL would be held responsible in respect of contractor's workers. In case any expenditure is incurred by HPGCL as a result of certain dues on the part of the contractor's labour or otherwise, the HPGCL is entitled to recover / claim such dues /compensation from the contractor's pending payments bills or through court of law.
- (C) Besides the above, the contractor shall obtain an affidavit on the NJSP value duly signed and witnessed by him under his seal and duly attested by the Notary Public from his each and every individual worker/ employee that they will not claim any employment in HPGCL in lieu of services rendered by them to the contractor namely **M/S \_\_\_\_\_** Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ and all the disputes, whatsoever and of any nature, will be settled by their contractor who has engaged them. These affidavits along with his own undertaking as per Para-A&B above shall be submitted by the contractor to the Officer-in-Charge (Applicable for ARC/AMC type contracts only).
- 6) **Deposit of EPF contribution of the workers along with Employer share.**

It is statutory obligation for the contractor to deduct EPF contribution for the employee drawing wages as applicable from time to time. The rate of deduction as applicable on the minimum wages fixed of the labour by the Govt. or actual wages drawing and deposit the same with his share as applicable and deposited the same with the EPF Department with applicable administrative charges in their allotted EPF Code up to 15<sup>th</sup> of due month failing which interest and damages will be charged. Copy of the deposit Challan alongwith ECR as applicable shall be submitted along with running bills in the office of officer in charge of the work by the contractor. It is responsibility of the contractor to make the inspection of record of deposit of EPF contribution of their labour from the EPF Department and copy of the same will be submitted to the officer in charge of work / Accounts Branch/CLWO and only after that the security of the firm will be released.

The contractors having out of state EPF Code will also get their record inspected from Local EPF office (Panipat).
- 7) **Deposit of ESI Contribution of the workers along with Employer share.**

It is statutory requirement for the contractor under ESI Act 1948 that the workers drawing gross wages as applicable from time to time, Contribution as applicable shall be deducted from the wages of such worker and deposit along with

Employer share as applicable with the authorized bank/ branches of ESI Department by the contractor to cover their workers under ESI Scheme up to 21<sup>st</sup> of due month, otherwise, interest and damage will be charged on deposit of delayed payment. The contractors will get their ESI Code.

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

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

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

**9) Factory ACT/Minimum Wages ACT/Insurance ACT/EPF ACT Etc**

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

**10) Insurance of workers**

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

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

S/d

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

**FORMAT OF RATE QUOTING SHEET (PRICE BID) TO BE FILLED ONLINE BY TENDERER**

Validate

Print

Help

**Item Rate BoQ**

Tender Inviting Authority: Executive Engineer/BMD-V, Unit-7 PTPS, HPGCL, Panipat

Name of Work: Removal of old used & damaged extra cooling water lines & installation of new extra cooling water line & valves on lube oil system for Coal mills-7AB,7CD & 7EF of Unit-7, PTPS, Panipat.

Tender Ref NO- No.:03062026-TR-926630-713PGC\_(e-NIT No. [08/PTP/BMD-V/U-7/F-617](#), Dated:- [10.03.2026](#)).

Name of the Bidder/ Bidding Firm / Company :						
<b>PRICE SCHEDULE</b>						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only ) <b>GST as applicable will be extra.</b>						
NUM BER #	TEXT #	NUM BER #	TEX T #	NUMBER #	NUMBE R #	TEXT #
Sl. No.	Item Description	Quant ity	Unit s	Basic Rate Without Taxes in Figures To be entered by the Bidder in Rs. P	Total amount Without Taxes in Rs. P	Total Amount in Words
1	2	4	5	13	53	55
1	Removal of old used & damaged extra cooling water lines & installation of new extra cooling water line & valves on lube oil system for Coal mills-7AB,7CD & 7EF of Unit-7, PTPS, Panipat.	3	Nos.		0.00	INR Zero Only
<b>Total in Figures</b>					0.00	Zero Only
<b>Quoted Rate in Words</b>				<b>INR Zero Only</b>		

**Note: -**

1. The firms advised to see the actual quantum of work involved as per actual site condition before quoting the rates. No claim, whatsoever, on any account, will be entertained on this account.
2. The tentative frequency has been indicated against each activity for loading purpose only and evaluating the quotations of various bidders. However, the payment in this category shall be made as per actual frequency of works carried out by the contractor as per actual site conditions, which may increase or decrease than tentative frequency in the table above. However, the total contract value shouldn't be increased.
3. The work will be awarded to the overall lowest bidder.
4. The work as a whole will be allotted in a single part to the bidder who is overall lowest in the merit order considering all items of work.
5. Number of activities may increase or decrease as per actual site requirement; however total costs of work order shall be fixed over a period of specified time.

**Acceptance Certificate**

I \_\_\_\_\_ Designation \_\_\_\_\_

of (Name of the Company) \_\_\_\_\_

\_\_\_\_\_

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

For M/s \_\_\_\_\_

**STATEMENTS OF BIDDERS**

1. Name of Bidder \_\_\_\_\_
2. Address of Head Office \_\_\_\_\_
3. Correspondence Address \_\_\_\_\_
4. Legal status \_\_\_\_\_
5. PAN & TIN Number of the Bidder (attached self attested photocopies)  
PAN \_\_\_\_\_ TIN \_\_\_\_\_  
GST No. \_\_\_\_\_.
6. Bank Details (attached signed cancelled cheque)
  - i) Bank Name & Address \_\_\_\_\_
  - ii) Bank Account Number \_\_\_\_\_
  - iii) Bank Branch Code \_\_\_\_\_
  - iv) IFSC Code of Branch \_\_\_\_\_
  - v) Nature of account (current/saving/OD/CC) \_\_\_\_\_
7. Main lines of Business
  - i. \_\_\_\_\_ since \_\_\_\_\_
  - ii. \_\_\_\_\_ since \_\_\_\_\_
  - iii. \_\_\_\_\_ since \_\_\_\_\_
8. Annual Turnover of past three year
  - i. \_\_\_\_\_
  - ii. \_\_\_\_\_
  - iii. \_\_\_\_\_
9. Past Experience:-

Name of Organization	Period	Reference of Contract	Order Value contract wise

10. Any other \_\_\_\_\_

Signature &amp; Stamp of Bidder

**UNDERTAKING OF STAFF ENGAGED**

I, \_\_\_\_\_ S/o  
Sh. \_\_\_\_\_ R/o \_\_\_\_\_ workin  
g 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 of worker  
Signature & Stamp of Contractor.**

**Format-A**

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

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

**Format-B**

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

- (i) GST registration of GST No..... in name of  
M/s.....is valid as on date.....
- (ii) 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:

**Format-C**

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

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

**Format-D**

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

- (i) Certified that we are registered as taxable person under GST Act, our GST no. is ----- and which is active as on-----.
- (ii) Certified that bill for the month of-----in which GST has been claimed, is included in all the GST returns submitted by us to the GST authorities.
- (iii) Certified that we shall deposit the amount of GST collected from RGTPP/HPGCL to the Government exchequer within the time specified under the GST Law.
- (iv) 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.
- (v) We give Undertaking-cum-indemnity bond to RGTPP/HPGCL that we shall indemnify to RGTPP/HPGCL for any loss sustained in case we does not deposit the GST to the government exchequer, which it has recovered from the M/s HPGCL as tax.

Yours Truly,

For M/s.....

Authorized Signatory Name: Designation

**Format-E**

(To be printed on your letter head and to be signed with seal)

**Declaration for not imposing highest TDS/TCS rate as per Section 206CCA/206AB of income Tax Act1961**

Sr. No.	Particular	Details			
1.	Name of Supplier				
2.	PAN Number				
3.	Whether ITR filed within the time limit provided u/s139(1) of Income Tax Act for Two previous financial years	Yes		No	
4.	If Yes, Kindly provide the detail along with self-certified copy of ITR/Acknowledgment of last two financial year.	<b>F/Year</b>	<b>Acknowledgment No.</b>	<b>Date of Filing</b>	
5.	Declaration with respect to aggregate amount of Tax Deducted at Source (TDS) and Tax Collected at Source(TCS) in each of the above F/years	<b>F/Year</b>	<b>Total Amount of TDS and TCS</b>	<b>Yes/No</b>	
			Rs.50,000/-or More		
			Rs.50,000/-or More		
6.	In case ITR not filed due to time limit prescribed under section 139(1) of income Tax act has not been expired	It is here by declared/undertaken that we shall file the ITR within prescribed time limit and immediately after filing of ITR will submit the self-certified copy of Acknowledgement of ITR.			
7.	Contact Person				
	- Name				
	- Mobile No.				
	- E Mail Id				

I/we hereby certify that the declaration made above is true and correct. If there is any change in the above information, I/we would promptly intimate the same to RGTP, HPGCL. Further, I/we would also submit any document/information required/needed to support the above information, as and when required by RGTP, HPGCL.

In the event that above declaration is found to be false/incorrect/misleading etc due to which M/s RGTP, HPGCL is held liable for any consequence under the Act, I/we would indemnify M/s RGTP, HPGCL towards any loss/damage incurred in the regard.

Yours Sincerely

For M/s..... Authorized

Signatory Name: Designation:

**FORMAT-I**

**LETTER OF ACCEPTANCE**

(Letter head paper of the Executing Officer In-Charge)

No. \_\_\_\_\_

Dated \_\_\_\_\_

To

\_\_\_\_\_ (Name and address of the Contractor)

\_\_\_\_\_

\_\_\_\_\_

Dear Sirs,

This is to notify you that your Bid dated \_\_\_\_\_ for execution of the \_\_\_\_\_ (name of the contract and identification number as given in the contract data) for the contract Price of Rupees (amount in words and figures), as corrected and modified in accordance with the Instructions to Bidders<sup>1</sup> is hereby accepted. You are hereby requested to furnish Performance Security, (and additional security for unbalanced bids in terms of ITB Clause 29.3) [where applicable] in the form detailed in Clause 34.1 of ITB for an amount equivalent to Rs. within 15 days of the receipt of this letter of acceptance valid up to 28 days from the date of expiry of Defect Liability-cum-Maintenance Period i.e., up to \_\_\_\_\_ and sign the contract, failing which action as stated in Clause 34.3 of ITB will be taken.

Yours faithfully,

Authorized Signature

Name and title of Signatory

Name of Executing Officer In-Charge

For and on behalf of HPGCL

**FORMAT-II**

**ISSUE OF NOTICE TO PROCEED WITH THE WORK**

(Letter head paper of the Executing Officer In-Charge)

No.

\_\_\_\_\_

Dated \_\_\_\_\_

To

\_\_\_\_\_ (Name and address of the Contractor)

\_\_\_\_\_

\_\_\_\_\_

Dear Sir,

Pursuant to your furnishing the requisite Performance Security as stipulated in ITB Clause 34 and signing of the Contract for the work of \_\_\_\_\_ at a bid price of Rs. \_\_\_\_\_.

You are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

Authorized Signature

Name and title of Signatory

Name of Executing Officer In-Charge

(For and on behalf of HPGCL)

FORMAT-IIISTANDARD FORM: AGREEMENT

This Agreement, made the \_\_\_\_\_ day of \_\_\_\_\_  
 between **Executive Engineer/BMD-V,Unit-7,Panipat Thermal Power Station, HPGCL, Panipat**  
 of \_\_\_\_\_ the \_\_\_\_\_ one \_\_\_\_\_ part,  
 and M/s \_\_\_\_\_ [name and  
 address of Contractor] (hereinafter called "the Contractor" of the other part).  
 Whereas the Executing Officer In-Charge is desirous that the Contractor execute  
 Work Order No. \_\_\_\_\_, dated: \_\_\_\_\_ for \_\_\_\_\_ the \_\_\_\_\_ work \_\_\_\_\_ of

and the Executing Officer In-Charge has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects there in at a cost of Rupees \_\_\_\_\_ including GST.

**NOW THIS AGREEMENT WITNESSETH as follows:**

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Executing Officer In-Charge to the Contractor as herein after mentioned, the Contractor hereby covenants with the Executing Officer In-Charge to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Executing Officer In-Charge hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and remedying the defects within the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - i) Letter of Acceptance;
  - ii) Notice to Proceed with the works;
  - iii) Contractor's Bid;
  - iv) Contract Data;
  - v) Special Conditions of Contract and General Conditions of Contract;
  - vi) Specifications;
  - vii) Drawings;
  - viii) Bill of Quantities; and
  - ix) Any other document listed in the Contract Data as forming part of the Contract.

In witness where of, the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of \_\_\_\_\_ was

hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said \_\_\_\_\_

in the presence of:

Binding Signature of Executing Officer In-Charge \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_

**FORMAT-IV****Form of Unconditional Bank Guarantee from Contractor for  
Performance Bank Guarantee  
(BANK GUARANTEE)**

WHEREAS, [Name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated [date] for the construction of \_\_\_\_\_ [name of contract hereinafter called "the Bid"].

KNOW ALL PEOPLE by these presents that

We [name of Bank] of \_\_\_[name

of country] having our registered office at (herein after called "the Bank")

are bound unto [name of Executing Officer In-

Charge] (hereinafter called "the Executing Officer In-Charge") in the sum of \* for which

payment well and truly be made to the said Executing Officer In-Charge the Bank itself, his successors and assigns by these presents.

SEALED with the common seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CONDITIONS of this obligation are;

1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the form of tender.

OR

2) If the Bidder having been notified to the acceptance of his bid by the Executing Officer In-Charge during the period of Bid validity:

a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or

b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders; or

We undertake to pay to the Executing Officer In-Charge up to the above amount upon receipt of his first written demand, without the Executing Officer In-Charge having to substantiate his demand, provided that in his demand the Executing Officer In-Charge will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date \_\_\_\_\_ \*\* days after the deadline for submission of Bids or as such deadline as is stated in the Instructions to Bidders or as it may be extended by the Executing Officer In-Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE

SIGNATURE

WITNESS

SEAL \_\_\_\_\_

[Signature, name and address]

\*The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees.

\*\*45 days after the end of the validity period of the Bid. Date should be inserted by the Executing

Officer In-Charge before the Bidding documents are issued

**FORMAT-V**

**Earnest Money Declaration Form**

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

1. I hereby submit a declaration that the bid submitted by the undersigned, on behalf of the bidder, (name of the Bidder), shall not be withdrawn or modified during the period of validity i.e. not less than 120 (one hundred twenty) days from the bid due date.
2. I, on behalf of the bidder, (Name of Bidder), also accept the fact that in case the bid is withdrawn or modified during the period of its validity or if we fail to sign the contract in case the work is awarded to us or we fail to submit a performance security before the deadline defined in clause 34.1 of the tender document, then (Name of Bidder) will be debarred for participation in the tendering process in any of the Department/Boards/Corporations etc. of the Government of Haryana for a period of Two years from the bid due date of this work

(Signature of the Authorized Signatory)

(Official Seal)

**FORMAT-VI**

**PERFORMANCE BANK GUARANTEE**

To

\_\_\_\_\_ (Name and address of the Contractor)

\_\_\_\_\_  
\_\_\_\_\_

WHEREAS \_\_\_\_\_ [name and address of Contractor] (here after called “the contractor”) has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ [name of Contract and brief description of Works] (hereinafter called “the Contract”).

ANDWHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHERE AS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of \_\_\_\_\_ [amount of guarantee]\* (in words),

such sum being payable in the types and proportions of currencies in which the Contract Price is Payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the expiry of the **Defect Liability-cum-Maintenance Period**.

Signature and Seal of the guarantor \_\_\_\_\_ Name of Bank \_\_\_\_\_ Address \_\_\_\_\_ Date \_\_\_\_\_

\*An amount shall be inserted by the Guarantor, representing the percentage the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

**FORMAT-VII**  
**EQUIPMENT/MACHINERY LEASE AGREEMENT**

The Lease Agreement (the "agreement") is made and entered on dated \_\_\_\_\_, by and between ("Lessor") and ("Lessee") (collectively referred to as the parties).

The parties agree as follows:-

1 Lessor hereby leases to Lessee the following machinery and equipment:

\_\_\_\_\_

\_\_\_\_\_

2 LEASE TERM: The Lessee will start on dated (begin date) and will end on dated (end date).

3 LEASE PAYMENT: Lessee agrees to pay lesser as rent for the equipment/ machinery the amount of Rs. \_\_\_\_\_ ("RENT") each month in advance on the first day of each month at \_\_\_\_\_ (Address for rent payment) or at any other address designated by Lessor.

4 LATE PAYMENT: If any amount under this agreement is more than \_\_\_\_\_ days late, lessee agree to pay a late fees of Rs. per day.

5 SECURITY DEPOSIT: Prior to taking possession of the Equipment/ machinery, Lessee shall deposit with Lessor in trust, a security deposit of Rs. As security for the performance by Lessee of the terms under this agreement and for any damages caused by Lessee or Lessee's agents to the equipment/ machinery during the lease term. Lessor may use part or all of security deposit to repair any damage to Equipment/ machinery caused by Lessee or Lessee's agents. However, lessor is not just limited to security deposit amount and lessee remains liable for any balance. Lessee shall not use or apply any such security at any time in lieu of payment of rent. If lessee breaches any terms or conditions of this Agreement, Lessee shall forfeit any deposit, as permitted by law.

6. DELIVERY: Lessee shall not be responsible for all expenses and costs i) at the beginning of the Lease Term, of transporting the equipment/ machinery Lessee's premises and ii) at the end of the Lease Term, of transporting the equipment/ machinery back to Lessor's premises.

7. POSSESSION AND SURRENDER OF EQUIPMENT/ MACHINERY: Lessee shall be entitled to possession of the equipment/ machinery on the first day of Lease Term. At the expiration of the lease term, Lessee shall surrender the equipment/ machinery to Lessor by delivering the equipment/ machinery to Lessor or Lessor agents in good condition and working order, ordinary wear and tear excepted, as it was at the commencement of the agreement.

8. USE OF EQUIPMENT/ MACHINERY: Lessee shall only use the equipment/ machinery in a careful and proper manner and will comply with all laws, rules, ordinances, statues and orders regarding the use, maintenance of storage of the equipment/ machinery.

9. CONDITIONS OF EQUIPMENT/ MACHINERY AND REPAIR: Lessee or Lessee's agent has inspected the equipment/machinery and acknowledges that the equipment/ machinery is in good and acceptable condition.

10. MAINTENANCE, DAMAGE AND LOSS: Lessee will, at Lessee's sole expense, keep and maintain the equipment/ machinery clean and in good working order and repair during the Lessee Term. In the event the equipment/ machinery is lost or damaged beyond repair, Lessee shall pay to Lessor the replacement cost of equipment/ machinery, in addition, the obligations of this Agreement shall continue in full force and effect through the Lease term.

11. INSURANCE: Lessee shall be responsible to maintain insurance on the equipment/ machinery with losses payable to Lessor against fire, theft, collision and other such risks as are appropriate and specified by Lessor, upon request by Lessor, Lessee shall provide proof of such insurance.

12. OWNERSHIP: The equipment/ machinery is and shall remain the exclusive property of Lessor.

13. BINDING EFFECT: The covenants and conditions contained in the Agreements shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

14. GOVERNING LAW: This agreement shall be governed and constructed in accordance with the Laws of State of Haryana.

15. NOTICE: Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by courier or speed post to Lessor/Lessee.

16. Either party may change such address from time to time by providing notice as set for the above.

**ADDRESS OF LESSOR**

**ADDRESS OF LESSEE**

In witness whereof, the parties have caused this Agreement to be executed the day and year first above written.

LESSOR

\_\_\_\_\_

\_\_\_\_\_

LESSEE

\_\_\_\_\_

\_\_\_\_\_

**FORMAT-VIII**

**FORMAT FOR THE AFFIDAVIT**

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

Name of work \_\_\_\_\_

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

1. I, undersigned, do hereby certify that all the information furnished and statement's made in response to this notice inviting bid are true and correct and nothing has been concealed.
2. I, undersigned or our firm M/s \_\_\_\_\_ have never been blacklisted or debarred by any State Govt. /Central Government/Autonomous Body/Authority in Law.
3. I, undersigned or our firm M/s have never been declared bankrupt/ insolvent as on date.
4. The undersigned hereby authorize(s) and request(s) any bank, person, firm PSU/Authority or Corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding may (our) competence and general reputation.
5. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/Project implementing agency.
6. I, the undersigned do hereby undertake that our firm M/s would invest a minimum cash upto 25% of the value of the work during implementation of the Contract.
7. I, the undersigned do hereby undertake that our firm M/s agree to abide by this bid for a period of 120 days from the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.
8. I, the undersigned do hereby undertake that our firm M/s agree to deploy on this work the machinery, equipment and technical personnel as mentioned in the bid document.
9. \*I hereby certify that I have been authorized by \_\_\_\_\_

\_\_\_\_\_ (the bidder) to sign on their behalf, the bid mentioned in paragraph 1 above.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

**FORMAT-IX**

**UNDERTAKING**

Description of the Works :  
To :  
Address :

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

Signature of Authorized Signatory.....

Name and Title of Signatory.....

Name of Bidder.....

Authorized Address of

Communication..... Telephone Nos.

(Office) ..... Mobile

No..... Facsimile (Fax)

No..... Electronic Mail

Identification (Email ID) ..... **Place:**

.....

**Date:**.....

**FORMAT-X****TECHNICAL CHECK LIST  
TO BE FILLED ONLINE BY TENDERER**

Sr. No.	Technical Specification	Bidder Response (Yes or No)
1	Tender cost with e-service fee @ Rs. 2360/-	
2	Earnest Money Deposit Rs.3562/- or documentary proof of exemption of EMD	
3	Acceptance of all terms & conditions of tender.	
4	Statement of Bidder as per Annexure- (XII)	
5 i)	Documentary Evidence regarding Qualification as per Criteria Annexure-I:- Copy of EPF No.	
5 ii)	Copy of GST No.	
5iii)	Copy of ESI No.	
5 iv)	Copy of PAN No. / TAN No.	
5 v)	<p><b>Experience of Execution of Work Order: -</b> Bidders must have experience of maintenance of Bowl Mills or Ball &amp; Tube Coal Mills and should have successfully executed the work order(s) for the maintenance of similar works during last 5-years prior to the month in which applications are invited having minimum work order value as under:</p> <p><i>i) Single order of the value not less than Rs 142482/- or</i> <i>ii) Two orders of the value not less than Rs 89051/- each or</i> <i>iii) Three orders of the value not less than Rs 71241/- each.</i></p> <p>The Bidder must have contractor ID on HEWP Portal (Haryana Engineering Works Portal) for participation in the tendering process failing which the firm's tender will be straight away rejected.</p>	
6	Authority letter in the name of the Authorized Person who has signed the Tender Document / Price Bid on behalf of the Contractor / Company.	
7	Undertaking that the firm is not blacklisting from any organization	
8	Proof for possessing the Labour License from Labour Department, Govt. of Haryana or requisite undertaking	