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

HPGCL

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

TENDER DOCUMENT

FOR

"E-NIT FOR REPAIR OF 3-TON ELECTRIC HOIST OF COAL MILLS OF UNIT 7, PTPS, PANIPAT (MECHANICAL REPAIR & SERVICES+ ELECTRICAL SERVICES)".

e-NIT No. : **12 /PTP/BMD-V/U-7/F-636 Vol-1, Dated 05.11.2026**

HEWP's Tender Reference No. : 2026B7E1659E 8F43 40E2 917F 760F1577F041713PGC

HEWP's Unique File No./D NIT : 1105202616-00-50/**184874**

Office of:
Executive Engineer/BMD-V
Unit-7, PTPS, HPGCL, Panipat
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CHIEF ENGINEER / PTPS
PANIPAT THERMAL POWER STATION,
HPGCL, PANIPAT

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AN ISO: 9001.

Panipat Thermal Power Station, Panipat
Village Assan Kalan, Assandh Road, Panipat-132105 (Haryana)
(a unit of Haryana Power Generation Corporation Limited)
(Regd. Head Office: C-7, Urja Bhawan, Sector-6, Panchkula)
Corporate Identity Number: U45207HR1997SGC033517
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AN ISO: 9001.

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Mobile No:9355869143

e- Tender Press Notice

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

e- NIT No. : **12 /PTP/BMD-V/U-7/F-636 Vol-1, Dated 05.11.2026**

HEWP's Tender Reference No. : 2026B7E1659E 8F43 40E2 917F 760F1577F041713PGC

HEWP's Unique File No. /DNIT Dept/HRY. : 1105202616-00-50/**184874**

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.

Name of Work:	Repair of 3-ton electric hoist of Coal Mills of Unit 7, PTPS, Panipat. (Mechanical repair & services+ electrical services)
Cost of work	Rs.2,90,280/- Inclusive of GST
Time Limit	20 DAYS

Tenders to be received till **13.00 hours**. On dated 25.11.2026

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

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	Cost of Work	Earnest Money (For un-registered Bidders only) (In Rs.)	Cost of bid document (in Rs.)	Time limit	Last Date and time for bid Submission.
1	2	3	4	5	6	
1.	Repair of 3-ton electric hoist of Coal Mills of Unit 7, PTPS, Panipat. (Mechanical repair & services+ electrical services)	Rs 2,90,280/-	Rs. 5,806/- (Rupees five thousand eight hundred six only)	Rs. 1180/-	20 Days.	25.11.2026 at 13:00 Hrs.

1. The bidders who do not have contractor ID on HEWP cannot participate in tendering process. Bidders who have contractor ID but have not registered on HEWP can participate in tendering process by paying the earnest money through online payment on the portal.
2. Bidders who have contractor ID and are registered on HEWP portal i.e. ***https://works.haryana.gov.in &*** also have deposited one time deposit then they are not required to deposit any earnest money and are eligible for participation in the tender by annexing bid specific Earnest Money Declaration Form as per **Annexure-XV** of the bidding document.
3. Interested bidders are encouraged to get themselves registered as contractor on the portal ***https://works.haryana.gov.in.***
4. Interested bidders must have contractor ID on ***https://works.haryana.gov.in.***
5. Cost of tender document fee: **Rs. 1,180**/- inclusive of GST (*nonrefundable*) (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: Urja Bhawan, C-7, Sector-6, Panchkula
Corporate Identity Number: U45207HR1997SGC033518
E-mail: xenbmd7.ptps@hpgcl.org.in Website: www.hpgcl.org.in

KEY DATES

Source (Name Of Power Station)	PANIPAT THERMAL POWER STATION
Classification	Work Contract
e-NIT No. /Tender Ref. No.	**12 /PTP/BMD-V/U-7/F-636 Vol-1, Dated 05.11.2026**
Description of Work	Repair of 3-ton electric hoist of Coal Mills of Unit 7, PTPS, Panipat. (Mechanical repair & services+ electrical services)
Period of contract	45 days
Start date and time of tender uploading	05.11.2026 at 20.00 Hrs.
Last date for downloading of tender & Bid submission.	25.11.2026 at 13:00 Hrs.
Due date and time of Technical Opening (Part-I)	30.11.2026 at 15.00 Hrs.
Time and Date of opening of Part-II of the Bid (Financial Part) of the Bidders who Qualify in Part-I of the Bid.	To be intimated to qualified firms via e-mail
NIT details	Uploaded on **https://etenders.hry.nic.in.** and www.hpgcl.org.in
Tender document Fee (Non-refundable)	Rs. 1,180/-
E-service Fees (Non – refundable)	Rs. 1180/-
Earnest Money(refundable)	Rs. 5,806 /-
Contact Information	Executive Engineer/BMD-V, Unit-7, PTPS, HPGCL, Panipat-132105. Mob. No.-9355869143, 8222023499

S/d

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

ANNEXURE-I

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 / Supplier (OEM/ OES) or a registered vendor of HPGCL, as per Vendor Registration Policy for the specific category of the work.

OR

The bidder must have experience of having successfully executed same/ similar 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 mentioned below.

Experience for Execution of Work Order- *The bidder must have successfully executed Work Orders(s)/ Purchase Orders(s) for same or similar items i.e., overhauling/ servicing of EOT crane having capacity minimum 5 Ton or above during last 7 years ending last day of the month previous to the month in which applications, are invited and having minimum order value as under: -*

1. ***Single order of the value not less than Rs.1,96,800/- plus GST extra.***
2. ***Two orders of the value not less than Rs.1,23,000/- plus GST extra.***
3. ***Three orders of the value not less than Rs.98,400/- plus GST extra.***

Note: -

1. If the bidder has a work order for a period of more than one year, the period and the proportionate value of the order which have been completed prior to the month in which applications are invited (duly supported by successful completion/ execution certificate for the such period/ value) shall be taken into consideration for assessing the eligibility criteria.
2. The tender documents of only those bidders shall be considered who fulfill the eligibility criteria and submit documentary evidences in support of the same along with copy of performance certificate / repeat work order from the same organization, if any.
3. **Interested bidders must have contractor ID on https:/works.haryana.gov.in. If bidder does not have contractor ID, their bid will not be considered**

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.

Turnover: Bidders must have average annual turnover (ATO) in last 03 consecutive financial years shall not be less than 2,90,280 /-.

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, than the copy of on-line balance sheet submitted to Income tax Department will be required for that particular year.

A) The bidder should possess PAN card, EPF Account Number, ESI Registration Number and GST Registration Number.
B) 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.
C) 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.
D) 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.
E) 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.
F) 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

Annexure-II

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

1. **Download of Tender Documents:**
   The tender documents can be downloaded from the web portal of e-tendering i.e. at https://etenders.hry.nic.in or from HPGCL's web site i.e. 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 specifiedi.e.in the office of **Executive Engineer / BMD-V, Unit-7, PTPS, HPGCL, Panipat**.
   iii) The amount, form and validity of the cost of bidding document and Earnest Money furnished with each bid will be announced. If the cost of bidding documents and Earnest Money furnished does not confirm to the amount and validity period as specified in the invitation for Bids, and has not been furnished in the form specified above, the remaining technical bids will not be opened and will be disqualified for opening of their financial bids. Similarly for registered bidders, bid not accompanied by the HEWP's Earnest Money declaration form, shall be rejected and technical bid will not be opened.
   iv) The bidders who does not have contractor ID on HEWP cannot participate in tendering process. Bidders who have contractor ID but have not registered on HEWP can participate in tendering process by paying the earnest money through online payment on the portal.
   v) Bidders who have contractor ID and are registered on HEWP portal i.e., ***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) Completebidwillonlybesubmittedafterrealizationoftenderdocument'sfeeandEMD.

d) Bidders participating in online tenders hall check the validity of his/her Digital Signature Certificate beforeparticipatingintheonlineTendersattheportalhttp://https://etenders.hry.nic.in.

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

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)** 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 finddiscrepanciesoromissionsinthedrawingsorthetenderdocumentsissuedareincompleteorneeds 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 filed 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-ll i.e. price bid cannot be opened on that date. Submission of bids will be preceded by submission of the digitally signed & sealed bid(Hash)as stated in the time schedule (Key Dates) of the Tender.

v) The Executing Engineer In-Charge shall hoist the result of technical evaluation of the bidsalong 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-ll will not be accepted after the last date of submission of the tender. However, in case revised price bid is submitted by the bidder suo-moto but prior to the due date of submission of the tender, then the revised price bid only, shall be considered and opened by the concerned authority.

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.
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 forth 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 nottant amount to in eligibility 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. Bidderthenlogsintotheportalgivinguserid/passwordchosenduringenrollment.
    c. Thee-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

Annexure-III

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

1. The Bidders shall have to pay for the Tender documents, EMD Fees & e-Service Fee online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between contractors and online payment authorization networks. The Payment for Tender Document Fee and e-Service Fee can be made by eligible bidders / contractors online directly through Debit Cards& Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT. Payment by any other mode would not be accepted.
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 agency 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) Thee-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) Thee-ProcurementportaltakesthebiddertoDebitCardpaymentgatewayscreen.

(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) Thee-Procurement portal displays the amount to be paid by bidder.

(iii) Bidder clicks on "Continue" button

(iv) Thee-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

ANNEXURE-IV

SCOPE OF WORK

Subject: - Repair of 3-ton electric hoists of Coal Mills of Unit 7, PTPS, Panipat.

Scope of work: - Complete overhauling of 3-ton hoist (A Side, between B&C and F side) of Coal Mill: -

1. Supervision of firm representative during EOT crane lowered from the runway rail at coal mills site of Unit-7.
2. Dismantlement of electric hoist gearbox.
3. Replacement of CT Bearings by new one.
4. Repair/ replacement of up & down brake.
5. CT Wheel plate machining.
6. Up & down gear box repairing.
7. Replacement of old steel wire rope of crane with new steel wire rope (size 10mm OD, 6x36, Length=50 Mtr, IWRC-SS316, Capacity-3 ton/5ton.
8. Bottom block servicing.
9. Checking of any damaged spare of gearbox internally.
10. Proper re-fitting of the gear box after servicing.
11. Electrical equipment services also included in the scope of work.
12. Supervision of firm representative during EOT crane during installation of electric hoist crane at site.
13. The Firm can repair the 3 ton electric hoists at site also if fisible.

The description of work is tabulated as below: -

Sr No	Description of work	Quantity Nos.
1	Repair of 3-ton electric hoist of Coal Mills of Unit 7, PTPS, Panipat. (Mechanical repair & services+ electrical services)	3

Note:-

- Transportation of EOT crane from PTPS to firm and firm to PTPS will be in the scope of firm.

- The cranes will be supplied in several lots for repair work.
- Loading/ unloading of material at firm's work will be in the scope of firm.
- All the consumables, welding electrodes etc. including bearings shall be provided by the firm free of cost however all necessary spares like gears etc. will be provided by HPGCL. Spares not available with HPGCL if any will be replaced by firm free of cost.
- Any other associated work required to complete the job shall be included in the scope of work of the firm.

S/d

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

ANNEXURE-V

GENERAL TERMS AND CONDITIONS

1. All the T&P, manpower, consumables like 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 spare parts required for replacement if any shall be provided by HPGCL free of cost.
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 done shall be paid after 21 days after delivery of repaired material PTPS site and balance 10% will be released after completion of Guarantee/warrantee period.
5. **Part Payment Part Supply**: - Applicable
6. **Completion period**: The material for repair shall be supplied in different lots depending upon the need base requirement. The work shall be completed within 15 days for each lot from the date of clearance to start of work (i.e 45 days for repair of 3 nos. hoists). Separate clearance shall be given for each lot. Validity of work order will be for one year or until all the spares are completed according to requirement of site.
7. **Inspection -** The inspection of work shall be carried out at PTPS after completion of work.
8. **Guarantee/warrantee**: - Contractor will give guarantee/warrantee 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/warrantee for a period of 3 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/warrantee. We undertake to replace the defective material or remove the defect free of cost to HPGCL within the shortest possible time not more than a week after receipt of information of defect.

(AUTHORISED SIGNATORY)

with office seal

9. Taxes as applicable shall be deducted from the bills; Pan No. of firm shall be given on bill.
10. **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 day or part there of subject to maximum 10 % of value of work order shall be levied.
11. Income tax & work sales tax as applicable shall be deducted from the bills; Pan No. of firm shall be given on bill.
12. **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.
13. **Loading/ unloading: -** Loading/ unloading of material from mill site to firms work & firms work to mill site etc. shall be into the scope of firm.
14. **Transportation of material: -** Transportation of material from PTPS to firms work and firms to PTPS shall be in the scope of firm.
15. **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.
16. The work order shall be placed upon overall L-I bidder.
17. The material qualifies common input tax credit ie material shall be used for generation of ash as well as electricity.
18. **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 payjama 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.

19. The Contractors should follow the Labour Laws under Section -7 of Contract Labour Act, 1970 etc inside the PTPS boundary.
20. **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.

21. **Jurisdiction:** The contract agreement comes under jurisdiction of District court Panipat.
22. **Taxes (GST):** - A copy of GST registration no.& a cancelled cheque of firm bank account with complete bank detail be submitted along with bill.
23. **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

24. 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.
25. **Contract Agreement:** The contractor shall execute a contract agreement with HPGCL on a Non-Judicial Stamp Paper of appropriate value within 7 days of receipt of work order as per Annexure-XXII and acceptance certificate as per Annexure-XV.
26. **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.
27. 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. 12/PTP/BMD-V/U-7/F-636 Vol-I, Dated 05.11.2026 (consisting of HEWP's Tender Reference No.:** 2026B7E1659E 8F43 40E2 917F 760F1577F041713PGC **and HEWP's Unique File No./DNIT:** 1105202616-00-50/**184874** 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. Ifthetendererwithdrawshistenderatanystageduringthecurrencyofvalidityperiod.

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.

28. 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.

29. **Termination of contract: -** HPGCL is having the right to terminate the tender at any stage.

30. 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, Labour license, Copy of the pass book of account, PAN & TIN shall be attached with the 1st running bill for reference and record.

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

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 labour deployed at site and none of the worker has been excluded there from.

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

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

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

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

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

31. 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 below10% 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).

Outof(a),(b),(c)and(d)mentionedabove;whicheverishigheristobedepositedbythe 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.

32. 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.

33. **Idle Labor Charges:**

No idle labor charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labor being rendered idle due to any cause.

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

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

36. **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.

37. **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.

38. **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.

39. **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) **Jjurisdiction 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.

40. **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.

41. Subletting and Assignment: The contractor shall not, sublet, transfer or assign the contract or any part there of or interest therein or advantage thereof in any part thereof in any manner whatsoever without prior consent of the Engineer-in-charge.

S/d

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

ANNEXURE-VI

TECHNICAL TERMS & CONDITIONS:

1) 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, SS/MS plates 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.

11). 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

ANNEXURE-VII

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: e-NIT for repair of 3-ton electric hoist of Coal Mills of Unit 7, PTPS, Panipat

E-NIT No. 12/PTP/BMD-V/U-7/F-636 Vol-1, Dated **05.11.2026, HEWP's Tender Reference No.:** 2026B7E1659E 8F43 40E2 917F 760F1577F041713PGC **and HEWP's Unique File No./DNIT:** 1105202616-00-50/**184874** **(Contact No: 9355869143, 8222023499)**

Name of the Bidder/ Bidding Firm / Company:						
PRICE SCHEDULE **(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)**						
NUMBER #	**TEXT #**	**NUMBER #**	**TEXT #**	**NUMBER #**	**NUMBER #**	**TEXT #**
Sl. No.	**Item Description**	**Quantity**	**Units**	**Basic Unit 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	Repair of 3-ton electric hoist of Coal Mills of Unit 7, PTPS, Panipat. (Mechanical repair & services+ electrical services)	3	**Nos.**		**0.00**	INR Zero Only
Total in Figures					**0.00**	Zero Only
Quoted Rate in Words				**INR Zero Only**		

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.

ANNEXURE-VIII

Acceptance Certificate

I _____ Designation _____

of (Name of the Company) _____

_____

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

For M/s _____

ANNEXURE-IX

STATEMENTS OF BIDDERS

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

PAN _____ TIN _____

GST No. _____.

6. Bank Details (attached signed cancelled cheque)

i) Bank Name & Address
ii) Bank Account Number
iii) Bank Branch Code
iv) IFSC Code of Branch
v) Nature of account (current/saving/OD/CC)

7. Main lines of Business
   i._____ since_____
   ii._____ since_____
   iii._____ since_____
8. Annual Turnover of past three year
   i. _____
   ii. _____
   iii. _____
9. Past Experience: -

Name of Organization	Period	Reference of Contract	Order Value contract wise

10. Any other

Signature & Stamp of Bidder

ANNEXURE-X

UNDERTAKING OF STAFF ENGAGED

I,_____
S/o Sh._____R/o_____working with M/s_____hereby give Undertaking that I will not claim any service in HPGCL in lieu of service render to the Firm M/s_____against Work order No._____dated_____.

Signature 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.	F/Year | Acknowledgment No. | Date of Filing
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	F/Year | Total Amount of TDS and TCS | Yes/No Rs.50,000/-or More Rs.50,000/-or More
6.	In case ITR not filed due to time limit prescribedundersection139(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 RGTPP, HPGCL.

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

Yours Sincerely

For M/s…… Authorized

Signatory Name: Designation:

ANNEXURE-XI

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 Bidders1 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 amountequivalenttoRs.within15 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

ANNEXURE-XII

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)

ANNEXURE-XIII

FORMAT-III

STANDARD FORM: AGREEMENT

This Agreement, made the_____day of_____,

between **Executive Engineer/BMD-V,Unit-7,PanipatThermal 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. **NOWTHIS 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) AnyotherdocumentlistedintheContractDataasformingpartoftheContract.

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

_____

ANNEXURE-XIV

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 from 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

ANNEXURE-XV

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 than120(one hundred twenty) days from the bid due date.
2. I, on behalf of the bidder, (Name of Bidder), also accept the fact that in case the bid is withdrawn or modified during the period of its validity or if we fail to sign the contract in case the work is awarded to us or we fail to submit a performance security before the deadline defined in clause 34.1 of the tender document, then (Name of Bidder) will be debarred for participation in the tendering process in any of the Department/Boards/Corporations etc. of the Government of Haryana for a period of Two years from the bid due date of this work

(Signature of the Authorized Signatory)

(Official Seal)

ANNEXURE-XVI

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 _____[am ount 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.

ANNEXURE-XVII

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 lessor 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 useor 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

_____ _____

ANNEXURE-XVIII

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

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

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

ANNEXURE-XIX

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:……

ANNEXURE-XX

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.5806/- 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)	***Experience for Execution of Work Order-*** *The bidder must have successfully executed Work Orders(s)/ Purchase Orders(s) for same or similar items i.e., overhauling/ servicing of EOT crane having capacity minimum 5 Ton or above during last 7 years ending last day of the month previous to the month in which applications, are invited and having minimum order value as under: -* ***1. Single order of the value not less than Rs.1,96,800/- plus GST extra.*** ***2. Two orders of the value not less than Rs.1,23,000/- plus GST extra.*** ***3. Three orders of the value not less than Rs.98,400/- plus GST extra.*** **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. **Turnover:** Bidders must have average annual turnover (ATO) in last 03 consecutive financial years shall not be less than 2,90,280/- 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.	
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	