

**E-TENDER DOCUMENTS  
FOR  
APPOINTMENT OF  
CONSULTANT  
FOR  
DETAILED PROJECT  
CONSULTANCY FOR SETTING  
UP OF 1X800MW COAL BASED  
ULTRA SUPERCRITICAL UNIT AS  
EXPANSION OF 2X600 MW  
RAJIV GANDHI THERMAL  
POWER PLANT, HISAR.**

**E- NIT No.: 2/CE/Projects/RGTPP**

**Dated: 28.06.2024**

**Issue Date: 28.06.2024**

**Last Date of Submission: 29.07.2024**

**ONLINE NOTICE INVITING TENDER**

**NIT No.: 2/CE/Projects/RGTPP**

**Dated: 28.06.2024**

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

The main objectives of HPGCL are as under: -

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

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

1. Panipat Thermal Power Station, Panipat - 710 MW (1x210 MW + 2x250 MW).
2. Rajiv Gandhi Thermal Power Project, Khedar, Hisar - 1200 MW (2x600 MW).
3. Deen Bandhu Chhotu Ram Thermal Power Project, Yamuna Nagar - 600 MW (2x300 MW)
4. WYC Hydro Electric Station, Yamuna Nagar - 62.7 MW
5. Solar Power Plant at PTPS, Panipat - 10 MW

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

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

<b>Tender Enquiry No. and date</b>	2/CE/Projects/RGTPP dated: 28.06.2024
Start date and time of tender downloading	28.06.2024 from 17:00 Hrs onwards
Date & time of Pre- Bid Conference	19.07.2024 at 11:00 Hrs
Last date & time for submission of tender	29.07.2024 upto 12:00 Hrs
Due date & time of opening of Techno-commercial Bid (Part-I) tender	30.07.2024 at 15:00 Hrs
Tender Fee (Non refundable)	₹ 5900/- (including GST @18%)
e-Service Fees (Non refundable)	₹1180/- (including GST @18%)
Earnest Money Deposit (EMD)	₹ 10,00,000.00 (₹ Ten lakh only)

Chief Engineer/Projects,  
HPGCL, Panchkula.

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## SECTION - I

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

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

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

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

#### Key Dates

Sr. No.	Department Stage	Tenderer's Stage	Start date and time	Expiry date and time
1	-----	Downloading of Tender Documents, Bid Preparation & Submission	28.06.2024 from 17:00 Hrs onwards	29.07.2024 upto 12:00 Hrs
2	Date & time of Pre-Bid Conference	-----	19.07.2024 at 11:00 Hrs	
3	Technical Bid (Part-I) Opening	---	30.07.2024 at 15:00 Hrs	-----
4	Short listing / Qualifying Technical Bids & Opening of Price Bids (Part-II)	---	Will be intimated to the firms through e-mail / letter.	

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

1. **Registration of bidders on e-Procurement Portal:** - All the bidders intending to participate in the tenders processed online are required to get registered on the centralized e - Procurement Portal i.e. <https://etenders.hry.nic.in>. Please visit the website for more details.
2. **Obtaining a Digital Certificate:** -
  - a. Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
  - b. A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://etenders.hry.nic.in>
  - c. The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from <https://etenders.hry.nic.in>. **For help manual please refer to the 'Home Page' of the e-Procurement website at <https://etenders.hry.nic.in> and click on the available link 'Information about DSC'.**
  - d. Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt the data and sign the hash during the stage of bid preparation & hash submission. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).
  - e. In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a

specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent authority to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

- f. In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
  - g. The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.
3. **Opening of an Electronic Payment Account:-** Tender document can be downloaded online. Bidders are required to pay the tender documents fee online using the electronic payments gateway service. For online payments guidelines, please refer to the Home page of the e-tendering Portal <https://etenders.hry.nic.in>.
  4. **Pre-requisites for online bidding:-** In order to bid online on the portal <https://etenders.hry.nic.in>, the user machine must be installed with the required software like Mozilla firebox, Java etc. The link for downloading latest java applet is available on the Home page of the e- Java or e-tendering Portal.
  5. **Online Viewing of Detailed Notice Inviting Tenders:-** The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <https://etenders.hry.nic.in>
  6. **Download of Tender Documents:-** The tender documents can be downloaded from the e-Procurement portal <https://etenders.hry.nic.in>
  7. **Key Dates:-** The bidders are advised to strictly follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.
  8. **Bid Preparation (Technical & Financial) Online/offline Payment of Tender Document Fee, eService fee, EMD and Submission of Bid Seal (Hash) of online Bids:-**
    - a. The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. Payment for Tender Document Fee and eService Fee can be made by bidders / contractors online directly through **Debit Cards/Internet Banking Accounts/any other online mode** and payment for **EMD** can be made online directly through **RTGS / NEFT/ any other online mode**.

The secure electronic payment gateway is an online interface between contractors and Debit card / online payment authorization networks.
    - b. The bidders shall upload their technical offer containing documents, qualifying criteria, technical specification, schedule of deliveries, and all other terms and conditions except the rates (price bid).
    - c. The bidders shall quote the prices in price bid format only.
    - d. Submission of bids will be preceded by submission of the digitally signed & sealed bid (Hash) as stated in the time schedule (Key Dates) of the Tender.

**NOTE:-**

- a) If bidder fails to complete the Online Bid Submission stage on the stipulated date and time, his/her bid will be considered as bid not submitted, and hence will not appear during tender opening stage.
- b) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online tenders at the portal <https://etenders.hry.nic.in>. For help manual please refer to the 'Home Page' of the e-Procurement website at <https://etenders.hry.nic.in> and click on the available link 'Information about DSC'.
- c) For help manual please refer to the 'Home Page' of the e-Procurement website at <https://etenders.hry.nic.in> and click on the available link 'Help to Contractor'.

- d) For any technical related queries please call at 24 x 7 Help Desk Number given on the 'Home Page' of the e-Procurement website at <https://etenders.hry.nic.in> and click on the available link 'Contact Us'.

## **SECTION – II**

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

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

- a NIT is on Domestic Competitive Bidding (DCB) mode, wherein only the firms registered in India can participate. The company must be registered under the Indian Companies Act, 1956 and its amendments thereto.
- b The bidder should have been in the field of providing engineering consultancy services including complete design engineering, preparation of tender specifications / documents for selection of EPC contractor, supervision during construction and commissioning of coal based Power Plants at least for last 10 years in India upto the due date of bid submission.
- c The bidder should have provided above mentioned complete consultancy services for cumulative capacity of at least 2000 MW of coal based power plants of ratings 250 MW and above, which should be in operation in India and/or abroad, and out of which atleast one (1) unit should be supercritical of 660 MW or above capacity in India and in successful commercial operation at present.
- d The consultant must have / agree to have their office in or around National Capital Region (NCR) / Chandigarh to facilitate co-ordination & resolving day to day issues during Design, Engineering, Erection, Testing & Commissioning etc.
- e Average Annual Turnover of bidder of any three financial years commencing from FY 2021-22 should not be less than Rs 6.44 Crores (Rupees Six Crores and forty four Lakhs only).
- f Other income shall not be considered for arriving at annual turnover.
- g Annual Turnover should be duly certified by the Chartered Accountant or Independent Auditors who are competent to do so as recognized by the State concerned.
- h The bidder shall certify on its letterhead that it has not been blacklisted by any organization presently.
- i Necessary documentary evidences viz. background of the consultant, experience, performance reports / work orders etc. issued to the Bidder, should mandatorily form part of techno-commercial bid, to prove the credentials of the bidder for meeting the qualifying requirements.
- j Joint venture / association of independent consultant / Consortiums are not allowed.
- k The associate(s) / sister concern(s) of successful bidder (consultant so appointed), shall not be eligible to participate in the EPC contract bidding or as a sub-contractor. The prospective consultancy bidders will keep it in view that any of the Directors on their Board should not be on the Board of EPC Contractor or any of the sub-contractors likely to be engaged subsequent to award of EPC Contract.
- l HPGCL reserves the right to seek such additional information as it may deem fit to satisfy itself of the eligibility of the Bidder.

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**SECTION – III**  
**SCOPE OF WORK**

The proposed unit of 800 MW is an expansion of the existing 2X600 MW RGTPP Plant. The consultant shall prepare the technical specifications for expansion unit after detailed study for interconnection / extension / utilization of equipments / facilities / systems of existing plant. Further the project consultant shall convey latest technology to HPGCL with their recommendations on which final decision will be taken by HPGCL. The scope of work shall include but not limited to the following: -

Sr. No.	Description
1.0	<b>Preparation of tender specifications/documents for selecting EPC Contractor through e-tender and evaluation of tenders.</b>
1.1	<b>Post EPC Contract Review / approval of: -</b>
	i) Design Intent Memorandum / Specification for Mechanical, Electrical & Civil works.
	ii) Plot Plan & Equipment Flow Drawings of Power House Building.
	iii) Power System Study.
<b>A1.</b>	<b>Civil &amp; Structural</b>
	i) Review of specification, design drawing & detailed design calculation for following civil packages but not limited to the following: -
	a. Soil Investigation.
	b. RCC foundations for Power House, Boiler, ESP, ID Fans, FD Fans, PA Fans, Switchyard Towers, FGD system, equipments and mill building including mills.
	c. Fabrication & Erection of structural steel work for Power House & Mill Building.
	d. Chimney.
	e. Civil works for floors of power house, Raw & Fire water pump house, intake pump house, raw water reservoir etc.
	f. Circulating water pump house, Raw and fire water pump house, intake pump house, raw water reservoir.
	g. Fuel oil pressurization pump house, DM pump house, switchyard control room building, ESP control room, cooling tower substation, water treatment plant substation, service building, DG building, Compressor House, O&M Store etc.
	h. Roads and storm water drainage and rain water harvesting.
	i. Misc. non plant building, yard piping structure & foundations.
	j. Switchyard structure.
	k. Railway Siding and Marshalling Yard
	l. Zero discharge system, ETP, STP etc.
	m. Horticulture and Landscaping
	ii) Review of specifications, design drawing & detailed design calculation of transfer points, conveyor Galleries and Trestles wagon tippers, underground tunnels, crusher houses for coal handling plant etc.
	iii) Review of specifications, design drawing & detailed design calculation for Ash Water Pump House, Ash Slurry Pump House, Electrical Room, Ash Silos, Bottom Ash Hoppers of Boiler.
	iv) Review of specifications, design drawing & detailed design calculation for DM Plant buildings, Water treatment plant building including clarifloculator.
	v) Review of specifications, design drawing & detailed design calculation for Natural Draft Cooling Tower.
	vi) Review of specifications, design drawing & detailed design calculation for FGD System.
<b>A2.</b>	<b>Architectural</b>
	i) Review of basic architectural scheme including plants, elevation sections, opening & finish schedule of all the buildings.
	ii) Review of plumbing details.
	iii) Review of following special & Misc. Architectural details:-
	a. Details of false floorings.
	b. Details of false ceiling.
	c. Details of metal cladding.



	d. Door & metal cladding.
	e. Door & window details.
	f. Stair case railing, parapet details.
	g. Details of any special feature proposed.
	h. Review of landscape plan.
	i. Civil work of Township & Colony (Extension)
<b>B.</b>	<b>Mechanical</b>
	Concept system drawings & specification of mechanical system & general arrangement drawing for major mechanical systems but not limited to the following:-
	a. Power Cycle Equipments.
	b. Coal Handling System including Wagon Tippler, Crusher, online coal sampler etc.
	c. Ash Handling System (Dry / Wet).
	d. Water System- CW treatment, CW Circulation including CT, DM Plant & circulation system, Chemical dosing system, Raw water & intake pumping system etc.
	e. Fire Protection and detection system
	f. FGD System, low NOx technology.
	g. Compressed Air System ( service air & instrument air )
	h. AC & Ventilation System.
	i. P&I diagrams for various systems.
	j. Basic route of power cycle piping.
	k. Pipe stress analysis as required.
	l. Design calculation as required
	m. Raw Water intake System.
<b>C.</b>	<b>Electrical</b>
	General arrangement drawings, Single Line Diagram, Control scheme for major electrical system/ package but not limited to the following:-
	a. HT & LT switchgears & MCCs as per requirement.
	b. Generator and its Auxiliaries.
	c. Generator transformer.
	d. Station & Unit Aux. Transformer.
	e. Generator Bus duct.
	f. HT and LT Bus ducts as per requirement.
	g. Power & Control Cables.
	h. LT Transformers.
	i. Battery & Battery Chargers.
	j. Station Lighting System.
	k. Plant intercommunication system.
	l. Electrical control relay panel.
	m. Switchyard with provision of ABT regime metering.
	n. Grounding & lightning protection system.
	o. Cables schedule & interconnection.
	p. Design calculations as required.
	q. Electrical layouts
	r. Relay settings
	s. Energy Management System
	t. Electrical Drawings for balance of plant but not limited to the following:-
	i. Coal Handling Plant.
	ii. Ash Handling plant.
	iii. Cooling Tower.
	iv. CW/ACW system.
	v. Water system.
	vi. Diesel Generator.
	vii. Compressed Air system.

	viii. Fuel Handling system.
	ix. Fire Fighting System.
	x. Air Conditioning & Ventilation System.
	xi. FGD System.
<b>D.</b>	<b>Control &amp; Instrumentation – Drawing for Main Package &amp; BOP Package</b>
	<b>i. Boiler.</b>
	a. Operation Philosophy and logic drawings.
	b. P&I Drawings.
	c. Instrument Schedule (list of instruments).
	d. Instrument specifications / BOM (junction box / transmitter rackets etc).
	e. Instrument logic drawings- CLCS & OLCS.
	f. Boiler control system.
	g. Cable schedule & termination drawings.
	h. Control valve sizing & flow element sizing- review
	<b>ii. Turbine</b>
	a. Operation Philosophy and logic drawings.
	b. P&I Drawings.
	c. Instrument Schedule (list of instruments).
	d. Instrument specifications / BOM (junction box / transmitter rackets etc).
	e. Instrument logic drawings- CLCS & OLCS.
	f. Turbovisory system.
	g. Cable schedule & termination drawings.
	h. Control valve sizing & flow element sizing- review
	<b>iii. DCS Package (Station C&amp;I)</b>
	a. DCS Architecture, specification and user's requirement.
	b. Instrument schedule (List of instrument )
	c. Instrument loose Drawings-CLCS and OLCS.
	d. Control panel & Back-up panel layout.
	e. Input-output list.
	f. Alarm schedule.
	g. UPS-feeder list & critical drive list.
	h. Cable schedule & termination.
	i. Laboratory instruments & furniture.
	j. Control room layout
	<b>iv. Balance of Plant (including PLC) but not limited to the following:-</b>
	a. Coal Handling Plant
	b. Ash Handling Plant.
	c. Water Systems with zero discharge schemes.
	d. HP & LP Piping.
	e. Compressed Air System.
2.0	<b>Quality Assurance (QA)</b>
	a. Review & finalization of performance test procedures for all equipments & systems.
	b. Review & finalization of EPC contractor/ sub-contractors, detailed quality plan including customer hold points for stage / final inspection.
	c. Review of manufactures tests / inspection reports & test certificates for major equipments.
3.0	<b>Project management activities including:-</b>
	a. Review and approval of the detailed project activity schedule and project movement procedure prepared by the EPC contractor.
	b. Co-ordination with the EPC contractor etc.
4.0	<b>Supervision of Construction, Testing &amp; Commissioning:-</b>
	a. Review of erection procedure, work plan and construction schedule of EPC contractor.

	b. Certification of completion of site work in accordance with approved drawings/ specifications.
	c. Review & approval of EPC contractors commissioning procedure and checklist and ensuring that these are followed.
	d. Review & approval of EPC contractors schedule for commissioning and testing activities.
	e. Witnessing of performance acceptance test at site and certification of results.
5.0	Review of EPC contractor's O&M manual.
6.0	Review of "As Built" drawing prepared by EPC contractor.
7.0	Review of plant completion report prepared by EPC contractor.
8.0	Preparation of specifications, evaluation of bids, purchase recommendations, testing, commissioning etc. for the works excluded from the works of EPC contractor.
9.0	Any other technical / commercial issues (viz. Customs, Taxes & Duties etc.) referred by HPGCL shall be deemed to be included in the consultant's scope.
10.0	The proposed plant should be compliant of all environmental norms on emissions from Thermal Power Plants issued by Ministry of Environment, Forest and Climate Change (MoEF&CC) as notified from time to time for Water Consumption, SPM, SOx, NOx and Mercury etc.
11.0	Technical features of boiler & turbine including Flue Gas Desulphurization (DeSOx), Selected Catalytic Reagent and/or Selected Non-Catalytic Reagent (DeNOx) system.
12.0	To attend all technical / commercial / progress review meetings.
13.0	The successful bidder has to ensure that the specifications of proposed Unit shall be compliant of all statutory requirements.
14.0	All works relating to contract closure carried out by the EPC Contractor.
15.0	Any other work considered essential for detailed engineering of the project but not mentioned above, shall be deemed to be included in the scope of the consultant.

Chief Engineer/Projects,  
HPGCL, Panchkula.

## **SECTION – IV**

### **INSTRUCTIONS TO BIDDERS (ITB)**

1. Please visit HPGCL website [www.hpgcl.org.in](http://www.hpgcl.org.in) and <https://etenders.hry.nic.in> for NIT details.
2. Bidders are instructed to submit their bids online only on Haryana e-portal website (https://etenders.hry.nic.in).
3. Tenders not accompanied with the prescribed EMD, Cost of Tender and e-service fee shall be rejected. EMD/Cost of Tender shall be in the prescribed mode of payment as asked in the NIT; otherwise the tender shall be liable to be rejected.
4. Tender received through post / email / courier or in physical form shall not be considered for evaluation.
5. In case, date specified for opening of tender, happens to be a public holiday, then next working day shall be considered automatically for the same.
6. HPGCL may, at its sole discretion, extend the time & date for the submission of the bid documents.
7. After opening of the Techno-commercial bids and till finalization, both parties i.e. HPGCL and Bidders will not enter into any correspondence except for any clarification / supplementary information sought by HPGCL.
8. All the costs and expenses incidental to the preparation and submission of tender, discussions, conferences, if any, shall be borne by the Bidders and HPGCL shall bear no liability whatsoever on such costs and expenses.
9. HPGCL reserves the right to reject any or all bids, wholly or partially, and to annul the bidding process without assigning any reasons whatsoever, at any time prior to award of contract, and in such case no bidder / intending bidder shall have any claim arising out of such action.
10. **Site Visit:-** The bidder at his own responsibility, expenses and risk, is encouraged to visit and examine the Site(s) of Project and its or their surroundings and obtain all information (including that on the risks, contingencies and other circumstances which may affect or influence the bid) that may be necessary for preparing the Bid and entering into a contract. Nothing extra charges consequent on any misunderstanding or otherwise shall be allowed.
11. The successful bidder may clearly note that terms and conditions enumerated in this bid document are only illustrative and not exhaustive. The successful bidder will have to enter into contract as devised by HPGCL on terms & conditions as necessary for execution of contract.
12. **Language of Bid:-** The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged between the Bidder and HPGCL shall be in English language only, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its potential passages in English language in which case, for purpose of interpretation of the bid, the translation shall govern.
13. **Bid Currency:-** The bidder(s) shall quote in Indian National Rupees (₹) only.
14. **Validity of Tender:-** The Bids shall remain valid for a period of 120 (One Hundred and Twenty) days from the date of opening of Price bids. The bid valid for shorter period shall be rejected by HPGCL as being non-responsive.  
  
In exceptional circumstances, HPGCL may solicit the Bidder's consent for extension of the Bid validity period.
15. **No deviation Bid:** Bidder is to submit 'No Deviation Certificate' as per format attached in the Annexures.
16. **Pre-Bid Conference:-**
  - a. To clarify any issues regarding the bidding documents in general and the technical specifications / Scope of supply/work etc., a Pre-Bid Conference is scheduled to be held on **19.07.2024 at 11:00 Hrs** at Urja Bhawan, Panchkula. All prospective bidders may attend the Conference.

- b. The bidders are requested to submit queries in writing or by e-mail to reach HPGCL at the address indicated above, atleast three (3) days before the pre-bid conference.
  - c. Any modification in the bidding documents which may become necessary as a result of the pre-bid conference shall be made by the HPGCL exclusively by issuing clarification / amendment to the bid documents and not through the record notes of the pre-bid meeting.
  - d. No expenses on account of attending the Conference shall be paid by HPGCL.
  - e. The prospective Bidders may depute maximum two authorized persons to take part in pre-bid conference.
  - f. Bidder is not expected to raise any additional query after pre-bid conference and HPGCL is not obliged to reply any such queries.
  - g. HPGCL reserves rights for issuing / not issuing of any clarifications/ amendment to Bid documents depending upon its suitability and in the interest of the project.
17. **Conclusion:-**
- a. Bids, which are not complete in all respects as stipulated above, will be liable for rejection without any intimation to the bidders. Submission of correct bid proposal is bidder's responsibility and there will be no consideration for errors and omissions on the part of bidders.
  - b. Bids can also be rejected if:-
    - Not submitted in prescribed form.
    - Not fulfilling any of the qualifying conditions.
    - Bid received from a bidder whose past performance is not satisfactory.
    - The bidder who has been blacklisted by any organization presently.
    - The bidder is not offering the required validity.
    - The bidder is not accepting any condition(s) in the bid.
    - The Bid with deviations.
    - The bids not in conformity with HPGCL's requirement as per tender documents.
  - c. HPGCL reserves the right to reject any proposal if:-
    - A material mis-representation is made or discovered.
    - The bidder does not respond to HPGCL asking for supplementary information/ clarifications required for evaluation of the proposal / finalization of the bid within the time period as specified by HPGCL.
  - d. The Price Bids of only those bidders will be opened whose offers meet with the Qualifying Requirements and whose Techno-Commercial offers are acceptable to HPGCL.
  - e. HPGCL reserves the right to accept or reject any Offer or all the Offers without assigning any reasons thereof. HPGCL also reserves the right not to award work against this tender. HPGCL's decision in this regard shall be final and binding on all bidders.
18. **Bid Opening and Evaluation:** - The Bids shall be opened on the specified date and time indicated in the NIT. After opening of Techno-Commercial (Part-I) bids, the Tender Evaluation Committee as constituted by HPGCL shall screen the bid documents / credentials submitted by the bidders against pre-qualifying requirements / eligibility conditions of tender. Bidders shall be informed about their respective deficiencies / shortcomings, if any, and shall be given an opportunity to submit their requisite deficient documents for better competition. Price Bid (Part-II) of only those bidders shall be considered for opening, whose credentials for eligibility / qualifying criteria are found to be in order by the committee. The bid that does not meet any of the pre qualifying requirements of tender will be rejected and the decision of Tender Evaluation Committee shall be final and binding on the bidders.
- The bidders found successful in Technical Evaluation shall be notified for opening of the price bids and their authorized representatives may attend the price bid opening.
19. **Price Bid:-**
- a. The bidders are required to quote their prices online only as per Price Bid format (Part-II) of this e-tender.

- b. For quoting the prices, the Bidder is expected to take into account the requirements and conditions of the bidding documents.
20. **Negotiation:-** Negotiations, if required would be held by competent authority of HPGCL with reference to Haryana Govt. O/o no. 14/26/2023/6FA, dated 10.05.23.
21. **Letter of Acceptance:-** Prior to the expiry of the period of bid validity, on acceptance of a bidder's offer, the contract shall be concluded, however the contract agreement shall be signed later for ministerial purpose. Acceptance of bid proposal by HPGCL shall be communicated by the issue of a 'Letter of Intent (Lol)'. The Successful Bidder shall enter into the Contract Agreement (as per format attached in Annexures) with HPGCL within 15 (Fifteen) working days from the date of issue of Work Order. The Agreement will be executed on appropriate value of NJS paper. The stamp duty is to be borne by the firm. Issuance of Lol, along with signing of Contract Agreement with the Successful Bidder subsequently, will constitute the formation of the contract.
22. **Corrupt or fraudulent practices:-** HPGCL requires that Bidders should observe highest standard of ethics during the execution of contract and that the Bidders / Contractors do not indulge in corrupt or fraudulent practices. In pursuance of this policy, HPGCL defines for the purposes of this provision, the terms 'corrupt practice' and 'fraudulent practice' as follows:-
- a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- b. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the HPGCL, and includes collusive practice among bidders (prior to or after tender submission) designed to establish tender prices at artificial, non-competitive levels and to deprive HPGCL of the benefits of free and open competition.
- c. HPGCL will reject a proposal for award, if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. HPGCL will declare such firm ineligible/blacklisted/debarred/suspension of business for a stated period of time.
23. **Cartel Formation / Pool Rates: -** Sometimes a group of Bidders quote same rates against a tender enquiry. Such Pool/ Cartel formation is against the basic principle of competitive bidding and defeats the very purpose of open and competitive tendering system. Such practices should be severely discouraged with strong measures. In case of evidence of cartel formation, detailed cost analysis may be done besides suitable administrative action, like rejecting the bids with forfeiture of EMD, reporting the matter to appropriate authority to take suitable strong actions against such firms. HPGCL may also encourage new firms to get them registered to break the monopolistic attitude of the firms forming cartel.
24. **Authorized Representatives:-** Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract, by HPGCL or the Successful Bidder shall be taken or executed by the representatives authorized for the purpose.
25. **Obligations of the Successful Bidder:-** The Successful Bidder shall execute the contract and carry out their obligations as per Scope of Work and terms and conditions defined in the Tender Document or Contract Agreement with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advance technology and safe methods. The Successful Bidder shall always act, in respect of any matter relating to the Contract or to the Work, as sincere advisers to HPGCL and shall at all times support and safeguard HPGCL's legitimate interests.
26. **Indemnity:-** Without any protests or demur, 'contractor' indemnifies HPGCL and its Branches and agrees to hold HPGCL and its Branches harmless against any loss, claim, proceedings, damage, demurrage, costs, penalties, taxes, duties liabilities, legal cases, short shipment, quantity / quality / weight / purity / marking / specifications etc. of the material, cost or expenses of whatsoever nature caused to HPGCL on account of 'contractor' / omissions / negligence / mistake / misconduct breach or default and /or non fulfillment of terms and conditions of this agreement.

Without any protests or demur, contractor shall indemnify and save harmless HPGCL, its

affiliates and their customers, officers, directors, and employees from and against any losses, damages, liabilities, interests, demurrage, fines, penalties, short shipment, quantity / quality / weight / purity / marking / specifications etc. of the material, and expenses (including reasonable attorneys' fees, insurance ) that arise out of or result from any and all claims.

27. **Disclaimer:-** HPGCL may, at its absolute discretion, shortlist, accept, disqualify, elect to abandon, reject any part or whole of the process without giving prior notice to the prospective party. HPGCL reserves the right to cancel the tender in totality without assigning any reason at any point of time. All information contained in this Tender is issued bonafide.

28. The detail of contact persons are as under:-

Sandeep Makhija  
Executive Engineer  
HPGCL, Urja Bhawan, Sector-6  
Panchkula – Haryana - 134109

Phone- 0172-5022424, Mob number: +91-7056777770  
email: [ceprojects@hpgcl.org.in](mailto:ceprojects@hpgcl.org.in)

Chief Engineer/Projects  
HPGCL, Panchkula.

## **SECTION – V**

### **GENERAL TERMS AND CONDITIONS**

**1) SCOPE OF WORK:-**

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

**2) CONTRACT AGREEMENT:-**

The successful bidder shall accept the work order within 07 (Seven) days from the date of its issue by returning a duly signed copy thereof and shall enter into the Contract Agreement with HPGCL within 15 (Fifteen) days from the date of issue of work order, on a Non-Judicial Stamp Paper (NJSP) of requisite value with Chief Engineer (Projects), HPGCL, Panchkula. The stamp duty is to be borne by the bidder and the NJSP should be purchased from Panchkula. The form of contract agreement is attached as Annexure-B

**3) CONTRACT PRICE:-**

- a. Bidder shall quote the prices online as per the price schedule in Rupees (INR) only.
- b. The agreed contract price shall remain firm during the currency of the contract.
- c. The bidder should quote Fixed lumpsum price exclusive of GST for consultancy services as per Annex-E i.e. Schedule of Prices for scope of work detailed in Section-III. Any statutory taxes/levies shall be payable extra as applicable.
- d. For construction supervision services and Testing & Commissioning Services against Sr. No.3 and 4 respectively of Annex-E, 180-man months and 40-man months respectively have been envisaged, which are indicative and to facilitate the payments. However, in case of increase in number of man months, the consultant will be under obligation to complete the full scope of work within the fixed lumpsum price of S.No.-3 & 4 respectively of Schedule of Prices.
- e. The date of posting of Technical Advisor (Civil/Mechanical/Electrical/C&I) shall be mutually decided by the Project Engineer & Consultant.
- f. Commissioning engineers shall be posted two months prior to boiler light up / start of testing & commissioning activities or when required by the Project Engineer.
- g. The payment for the work under Sr. No. 1 & 2 of Schedule of Prices (Annexure-E) shall be made commensurate with the progress of the work as referred in clause no. '5' i.e. 'Payment Terms' within the ceiling of quoted lumpsum amount. In the event of work under Sr. no. 2 gets extended beyond the prescribed period, the consultant will be under obligation to complete the full scope of work during the extended period.
- h. No additional compensation shall be paid in case services are extended beyond the contract period due to delays caused by the consultant or EPC contractor or due to any other reason.
- i. The lumpsum amount indicated above are inclusive of expenses towards air / rail / bus fare as applicable, car / taxi hire charges, lodging & boarding expenses and miscellaneous incidental expenses that might have to be incurred on domestic outstation visits to be under taken by the personnel of consultant on this assignment.
- j. For overseas visits to be undertaken by personnel of consultant during the contract if any, the TA/DA as admissible to HPGCL's Executive Engineers shall be paid to consultant's personnel.
- k. Man month rate for Sr. No 3 & 4 of Schedule of Prices (Annexure-E) shall be worked out by dividing the fixed lumpsum price quoted by the bidder with the number of man months envisaged / mentioned in Sr. No. 3 & 4 respectively and payment shall be made on monthly basis at man month rate as per actual deployment and as per payment terms.
- l. The fixed lumpsum price quoted in Annex-E i.e. Schedule of Prices shall include the following besides other charges, if any, to complete the scope of work:-
  - The salary cost and other perquisites applicable to consultant's staff.
  - Expenses towards travel, boarding, lodging and incidentals for visits to attend meetings for the project related jobs, technical clarifications etc. as and when required.



- Charges towards preparation and submission of the following:
  - i. 7 sets of hard copies with Soft copy (Word/Excel format) of Draft Tender Specifications/ Documents, drawings and schedules.
  - ii. 12 sets of final bidding documents including specifications, drawings, schedules etc alongwith soft copy in both editable and in PDF format.
  - iii. Bid evaluation reports in triplicate.
  - iv. Required sets of all deliverables and electronic data file of all deliverables.
- Charges towards review of design, engineering, drawings, documents / reports, test certificates, inspection reports etc.
- All secretarial and other office facilities to HPGCL's representatives at consulting engineers office in connection with supervision and related services.
- All communication costs including overseas communications like telephone and courier from consultant to offshore vendors.

**4) EARNEST MONEY AND SECURITY DEPOSIT:-**

Every tenderer, while submitting his tender, shall deposit the earnest money of Rs 10,00,000/- (Rupees Ten lakhs Only) online by using the service of secure electronic payment gateway. The secure electronic payment gateway is an online interface between consultant and online payment authorization networks. The Payment for EMD can be made online directly through RTGS / NEFT. In case of RTGS/NEFT, proof of deposit of Earnest Money containing UTR number etc. duly certified by the bank shall be submitted.

The EMD of the successful Bidder to whom the contract is awarded, will be adjusted in the security as a guarantee for faithful and satisfactory execution of the work order.

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

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

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

*10 % amount of the running bill shall be kept as security deposit. However, the EMD already deposited by the bidder shall be converted into the security deposit and the balance amount shall be deducted from the bill.*

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

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

**5) PAYMENT TERMS:-**

- i) Fixed lumpsum Price against Sr. No 1 & 2 of Schedule of Prices as Annexure-E shall be paid in phased manner after deducting 10% amount of running bills towards security deposits on completion of the following events to the satisfaction of HPGCL:-

Sr. no.	Description of Work	Payment Terms
1.	<b>Pre Contract Award Engineering Services</b>	4% of Fixed Lumpsum Price Quoted for Sr. No 1 & 2 of Schedule of Prices (Annexure-E)
	a) Preparation & submission of Draft Tender specifications / documents for selection of EPC Contractor through DCB route	
	b) Submission of Final Tender specifications / documents after receipt of comments of HPGCL	
	c) Evaluation of Tenders	2% of Fixed Lumpsum Price Quoted for Sr. No 1 & 2 of Schedule of Prices (Annexure-E)
2.	<b>Post Contract Award Engineering Services</b> Review of Design Engineering, drawing, documents / reports, test certificates, inspection reports etc. including cost of man visits and inspection man days.	22 equal installments @4% each of Fixed Lumpsum Price Quoted for Sr. No 1 & 2 of Schedule of Prices (Annexure-E).

ii) For Construction supervision, testing & commissioning services against Sr. No. 3 & 4 respectively of Schedule of Prices as Annexure-E, payment shall be made on monthly basis at man-month rate as per actual deployment after deducting 10% amount of running bill towards security deposit.

iii) Security Deposit shall be released after final taking over of the Unit by HPGCL.

**6) MODE OF PAYMENT:-**

The payment shall be released by the Sr. Accounts Officer/P&P, through RTGS/NEFT against appropriate bill of the consultant complete in all respects. However, RTGS/NEFT charges shall be borne by Firm/consultant. The firm will submit their banking details duly authenticated by them along with bills separately or on the bill itself as under:-

Name & Address of beneficiary,

Name & address of Bank,

Account Number & IFSC.

**7) CONTRACT PERIOD:-**

The contract period shall be **72 months** from the date of issue of Letter of Intent or till the date of final taking over of the unit by HPGCL, whichever is later.

**8) RISK AND COST:-**

In case the consultant fails to fulfill the contractual obligation, the work shall be got done from some other agency at the risk and cost of the consultant. It shall be without prejudice to the right of HPGCL to recover any further amount or any liquidated and/or other damages.

**9) DAMAGES FOR DELAY IN COMPLETION:-**

Time is the essence of the contract. The consultant shall ensure timely completion of job as per stipulated contract period. If the consultant fails to comply with the completion period specified in Annexure-E for the activities mentioned under Sr. No.1, damages for delay shall be levied @ 1% (one percent) plus GST per week or part thereof, subject to maximum of 10% plus GST of the payment to be made against each activity (as per the Payment Terms, Sr. No 5).

In case, HPGCL decides to defer the schedule for any activity due to some constraints, then such period will not count towards penalty.

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

**10) DAMAGES FOR DEFECTIVE WORK:-**

The consultant will be responsible for any defective work caused due to errors in design & drawings etc. They will be liable to pay damages caused on that account to HPGCL including consequential losses / damages. These damages shall be in addition to the Damages for delay in completion (as mentioned in Sr. No.9). However, the damages & consequential loss shall be limited to 10% plus GST of the fixed lumpsum amount for Sr. No. 1 to 4 of Annexure-E.

**11) FORCE MAJEURE:-**

- i. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Contract, relative obligation of the party affected by such Force Majeure shall be treated as suspended during which the Force Majeure Clause lasts.
- ii. The term "Force Majeure" shall have herein mean riots (other than among the Consultant's employee), Civil commotion, War (whether declared or not), invasion, act of foreign enemies hostilities, civil war, rebellion, revolution, insurrection, military coup, damage from aircraft, nuclear fission, embargoes, quarantines, acts of God such as earthquake (above 7.0 magnitude on Richter scales), lightning, unprecedented floods, fires not caused by the Consultant negligence and other causes which the Consultant has no control and accepted as such by HPGCL whose decision shall be final and binding. Normal rainy season and monsoons are not Force Majeure.
- iii. Upon occurrence of such causes and upon its termination, the party alleging that it has been rendered unable as aforesaid, thereby, shall notify the other party in writing by registered notice within 24 (twenty four) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.
- iv. Time for performance of the relative obligation suspended by the Force Majeure shall stand extended by the period for which such clause lasts.
- v. If works are suspended by Force Majeure conditions lasting for more than two (2) months, HPGCL shall have the option of cancelling this Contract in whole or part thereof, at its discretion.

**12) IDLE LABOUR CHARGES:-**

No idle labour charges will be admissible in the event of any stoppage caused in the work.

**13) OVER RUN CHARGES:-**

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

**14) WATCH & WARD:-**

The watch and ward of T&P and other material will be the responsibility of the consultant.

**15) FACILITIES TO BE ARRANGED BY CONSULTANT: -**

The consultant 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. However, accommodation if available in RGTPP Colony / Field Hostel shall be provided on chargeable basis as applicable.

**16) STATUTORY DEDUCTIONS:-**

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

**17) STATUTORY COMPLIANCES :-**

The bidder shall comply with all the statutory laws/ acts as applicable.

**18) INSURANCE OF WORKERS: -**

The consultant will be solely responsible for any liability for his workers in respect of any accident, injury arising out during the currency of this contract. HPGCL will not be liable for any of the Claims arising out of any such incident.

**19) SAFETY RULES: -**

The bidder shall have to comply with all the provisions of safety rules and regulations as per industry standards.

**20) ARBITRATION:-**

All the matters, questions, disputes, differences and/or claims arising out of and/or concerning and /or in connection with and /or in consequence of, and /or relating to the contract whether or not obligations of either or both the consultant and the corporation under this contract be subsisting at the time of such dispute and whether or not the contract has been terminated or purported to be terminated or completed, shall be referred to the Sole Arbitrator of Managing Director/ HPGCL or an officer appointed by the MD, HPGCL as his nominee. The Award of the Arbitrator shall be final and binding on the parties to the contract. Subject to aforementioned provisions, the provisions of Arbitration and

Conciliation Act, 1996 as amended from time to time and rules made there under for the time being in force, shall apply to the Arbitration proceedings under the clause.

**21) LAWS GOVERNING CONTRACTS:-**

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

**22) JURISDICTION OF COURTS:-**

The courts of the place i.e. District Court at Panchkula, Haryana, 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.

**23) SET OFF:-**

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

**24) SUBLETTING and ASSIGNMENT:-**

The consultant shall not, sublet, transfer or assign the contract or any part thereof or interest therein or advantage thereof in any part thereof in any manner.

**25) GST DOCUMENTS & UNDERTAKING:-**

Prospective bidder should submit the following:-

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

Note:-

- a) Bidder having multiple registrations under GST will submit above undertaking for each and every GST Number.
- b) A default under a GST number, even if the GST number pertains to some other state, will make the vendor ineligible to participate in tender.

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

**26) CONFIDENTIALITY:-**

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

**27) GENERAL:-**

- a) The Consultant shall prepare the progress schedule of the work under this contract along with the schedules for submission of basic studies, drawings and get the same approved from the HPGCL's competent authorities. In case the Consultant fails to adhere to the schedule, penalty as per Clause-9 & 10 above shall be levied.
- b) Construction supervision:-  
The consultant shall provide the services of following experienced senior engineers for the project during construction:-
  - i) Civil Engineer(s).
  - ii) Mechanical Engineer(s).
  - iii) Electrical Engineer(s) having experience of Protections.
  - iv) Electronics Engineer(s) having experience of Control & Instrumentation.

The Curriculum Vitae (CV) of the senior engineers shall be got approved from the Chief Engineer/Projects of HPGCL before posting them at site. These engineers will work as Technical Advisors and will also advise HPGCL's team of Engineers on all aspects of site work and site problems including quality control and site modification required to complete the job. They will remain associated till the plant has gone into commercial operation and for a period of six months thereafter, if required.

- c) Start-up and Commissioning:-  
The Consultant shall provide the services of following experienced senior Engineers for assisting, supervising the testing commissioning and acceptance test to be carried out at site:-
- i) Electrical & Protection Engineer(s).
  - ii) Electronic Engineer(s) having experience of Control & Instrumentation
  - iii) Mechanical Engineer(s).
- The Curriculum vitae (CV) of the senior engineers shall be got approved from the Chief Engineer/Projects of HPGCL before posting them at site.
- All the commissioning checks, test results for various plant equipments shall be signed by these Engineers for correctness / acceptance along with the Engineers of the HPGCL and the Engineers of the equipment suppliers. These Engineers should be well versed in their respective disciplines having sufficient experience for testing and commissioning of supercritical units. Engineers shall be posted two months prior to the start of commissioning activities or when required by the Chief Engineer/Projects.
- d) Approval of Drawings/ Documents:-  
All the drawings / documents / reports, test certificates. Inspection report etc. submitted by the manufacturers or prepared by their consultant shall be reviewed & drawings/ documents shall be duly stamped as 'RELEASED FOR CONSTRUCTION/ RECOMMENDED FOR APPROVAL UNDER RELEVANT CATEGORY'. All such drawings / documents released by the consultant and accepted by the HPGCL shall not relieve the consultant from any obligation to ensure correctness of the various drawings/documents.
- e) Coordination:-  
It will be responsibility of the consultant to obtain necessary data and assistance required for completing the job from various agencies viz., HPGCL and others at their own cost. No expenses in this connection will be payable by the HPGCL. All charges that may have to be incurred by the consultant in connection with deputing their representatives for discussions / meetings with suppliers / HPGCL for finalizing routine or urgent, design / engineering problems shall have to be borne by the Consultant. Similarly no charges shall be payable to the Engineers / Specialists / Expeditors of the consultant for attending meeting at Project site or any other place during the contract execution.
- f) The consultant shall prepare a comprehensive schedule for design, engineering, procurement, delivery, erection testing and commissioning for the works excluded from turnkey contractor's scope (to be executed by HPGCL) and submit a monthly report covering the status of above activities and clearly mentioning the slippages and suggesting the remedial measures. A computerized print of this schedule shall also be prepared which should be updated every three months.
- g) The consultant shall be fully involved in the entire procedure viz preparation of specification(s), the processing of the purchase proposals till the issue of purchase order, inspection of materials including approval of test certificates & closure of contract etc. for the works excluded from turnkey contractor's scope (to be executed by HPGCL). The consultant shall furnish technical bid recommendations and price bid evaluation (three copies each) for all the packages if required, the whole process of bid evaluation, purchase recommendations etc. shall be done by the consultant without any extra cost. The consultant will render advice in technical and commercial / non-commercial issues referred by HPGCL.
- h) Co-ordinate engineering, procurement, delivery and erection and testing / commissioning being carried out by EPC Contractor and HPGCL for the timely and satisfactory completion of the project.
- i) The consultant shall complete the pending issues referred to them even after expiry of the contract without any extra cost.
- j) Every month, a review meeting shall be held in HPGCL Head Office / Project Site Office to review the progress which has to be attended by a team of engineers associated with the consultant. In addition to above, visits of the specialists may also be required during the execution of the project. In case of emergencies, consultant

will have to depute additional engineer or team of engineers to solve the site problems.

- k) The fixed consultancy lumpsum price includes the cost on account of inspection man-days to be carried out by Consultant at manufacturer's work on directions of HPGCL.
- l) The successful consultant after the award of contract, shall not accept other consultancy work directly or indirectly of any contractor / sub-contractor / vendor engaged for execution of this plant.

**28) TERMINATION OF CONTRACT:-**

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

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

**29) WITHHOLDING OF PAYMENT:-**

HPGCL reserves the right to withhold whole or any part of payment/Security Deposit(s) for work executed by the consultant, which in the opinion of the order placing authority, is necessary to protect HPGCL from loss on account of :-

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

**30) The terms & conditions not specified in the tender shall be governed by "HPGCL Works & Purchase Regulations 2015" and amendments thereto which are available on the HPGCL website i.e. [www.hpgcl.org.in](http://www.hpgcl.org.in). Bidders are advised to go through them before participating.**

Chief Engineer/Projects  
HPGCL, Panchkula.

**LIST OF ANNEXURES (FORMATS)**

<b>Sr. No.</b>	<b>Annexure No.</b>	<b>Description</b>
1.	A	Bid Submission Form
2.	B	Format for Contract Agreement
3.	C	Certificate regarding blacklisting.
4.	D	Certificate of No Deviations
5.	E	Schedule of Prices (Excel Sheet)
6.	F	Bank Account Details
7.	G	Power of Attorney for Authorized Signatory.
8.	H	SoPs for compliance of GST & TDS

**BID SUBMISSION FORM**

Bidder Ref. No.:

Date: .....

e- NIT No.:

**Subject:- Appointment of consultant for Detailed Project Consultancy for setting up of 1x800MW coal based ultra supercritical unit at RGTPP, Khedar, Hisar.**

To

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

Having examined the e-NIT No. \_\_\_\_\_ Dated: \_\_\_\_\_ including subsequent corrigendum's / amendments and clarifications, if any, the receipt of which is hereby acknowledged, we the undersigned, offer for appointment of Consultant for Detailed Project Consultancy for setting up of 1x800MW coal based ultra supercritical unit at RGTPP, Khedar, Hisar with the said e-NIT Documents and hereby furnish our Techno-Commercial Proposal. We further declare that additional conditions, variations, deviations, if any, found in the bid, shall not be given effect to.

Yours faithfully,

Date:

(Signature).....

Place:

(Name).....

(Designation).....

(Company Seal).....



**FORMAT FOR CONTRACT AGREEMENT**

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

WHEREAS:-

- (a) the client has requested the Consultant to provide consulting services as defined in the HPGCL e- NIT no. \_\_\_\_\_ dt \_\_\_\_\_ attached to this Contract (hereinafter called the "Services") ;
- (b) the Consultant, having represented to the Client that they have the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:-

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

- 1. NIT no. ....
- 2. Subsequent Corrigendums / amendments, if any
- 3. Offer of Consultant and subsequent correspondence with client
- 4. Lol/LoA dated .....
- 5. Work order dated.....
- 6. Any subsequent mutually agreed amendment to the order after signing of the contract.

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

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

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

FOR AND ON BEHALF OF  
[NAME OF THE CLIENT]

FOR AND ON BEHALF OF  
[NAME OF THE CONSULTANT]

By \_\_\_\_\_  
(Authorized Representative)

By \_\_\_\_\_  
(Authorized Representative)

Signature of witness

Signature of witness

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

**e-NIT No:**

Bidder's Name and Address:

To

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

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

Date :

(Signature).....

Place :

(Printed Name).....

(Designation).....

(Common Seal).....

**CERTIFICATE REGARDING NO DEVIATIONS**

(On letter head of the Bidder)

e-NIT No:

To:

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

**Subject:- e-Tender for appointment of Consultant for Detailed Project Consultancy for setting up of 1x800 MW coal based ultra-supercritical unit at RGTPP, Khedar, Hisar.**

Dear Sir,

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

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

Date:

Place:

Yours faithfully,

(Signature)

Name of Authority Signatory:

Designation & Seal

**Format of Price Bid, Part-II**

(prices to be quoted online only)

(Not to be filled and submitted with Part-I Bid)

**SCHEDULE OF PRICES**

<b>Bidder Name:</b>						
Sr. no	Description of Work	Completion Period	Date of Commencement	Fixed Lumpsum Price exclusive of GST in Rs.	GST amount at present rate of 18%	Total Amount including GST (in Rs)
				(to be quoted by Bidder)		
A	B	C	D	E	F=Ex18/100	G=E+F
1	<b>Pre Contract Award Engineering Services:-</b>					
	a) Preparation & submission of Draft Tender specifications / documents for selection of EPC Contractor through ICB route	6 Weeks	From the date of issue of LOI			
	b) Submission of Final Tender specifications / documents after receipt of comments of HPGCL	2 Weeks	From the date of receipt of comments of HPGCL			
	c) Evaluation of Tenders	6 Weeks	From the date of opening of Part-I Bid		0	0
2	<b>Post Contract Award Engineering Services:-</b> Review of Design Engineering, drawing, documents / reports, test certificates, inspection reports etc. including cost of man visits and inspection man days.	As per Project Schedule	From the date of issue of Lol to the EPC Contractor.			
3	<b>Construction Supervision - On Man Month Basis:-</b> For this work, 180 Man Months by Engineers with experience of 10-15 years have been estimated	As per Project Schedule	From the date the technical advisor (Civil/Mechanical / Electrical / C&I) is posted at		0	0
4	<b>Testing &amp; Commissioning Services - On Man Month Basis:-</b> For this work, 40 Man Months by Engineers with experience of 10-15 years have been estimated	As per Project Schedule	From the date the commissioning engineers are posted at site		0	0
<b>Grand TOTAL</b>				<b>0</b>	<b>0</b>	<b>0</b>

Note - GST shall be payable as applicable, however present rate of GST is 18%

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

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

THE BANK ACCOUNT DETAILS ARE FURNISHED AS BELOW:-

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

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

A BLANK CHEQUE (CANCELLED) IS ENCLOSED HEREWITH.

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

Date :

Signature of Authorized Signatory

**BANK CERTIFICATION**

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

Date

Authorised Signatory  
Authorisation No. \_\_\_\_\_  
Name  
Official Seal/Stamp

**Power of Attorney for Authorized Signatory**

**Format to be used as per standard practices.**

Ref.: Chief Accounts Officer, HPGCL, Panchkula memo no. 887/CAO/HPGC/A&R-160 dated 16.03.2021

**STANDARD OPERATING PROCEDURES TO BE FOLLOWED TO MONITOR GST COMPLIANCE:**

<b>Stage I :</b>	<b>Floating of Notice Inviting Tender (NIT)</b>
<ul style="list-style-type: none"> <li>• It is to ensure that the all prospective bidders to submit copy of Registration Certificate under GST Act.</li> <li>• The following undertakings (on the letter head of bidder) to be made part of mandatory documents to be submitted by all bidders:             <ol style="list-style-type: none"> <li>1.1. GST registration is valid as on date</li> <li>1.2. No default has ever been made by bidder in filing the various GST returns and deposit of GST dues with the department.</li> <li>1.3. Bidders having multiple registrations under GST will submit undertaking for each &amp; every GST number. A default under a GST number even if the GST number pertains to some other state, will make the vendor ineligible to participate in tender.</li> </ol> <p>In addition, the successful bidder will also submit the following undertakings in addition to above immediately after issue of work order and with submission of each &amp; every bill unless mentioned otherwise:-</p> <ol style="list-style-type: none"> <li>1.4. Undertakings mentioned at 1.1, 1.2 and 1.3</li> <li>1.5. A CA certificate regarding validity of GST registration will be submitted every six months during the tenure of contract.</li> <li>1.6. Vendor will submit copies of GSTR I and GSTR 3B/Challans as evidence to deposit of GST with certification that GST collected from HPGCL, to be specified in exact rupees, has been paid to Govt. vide this challan (specifying the challan no. &amp; date of deposit) and returns filed (date of filing of return) includes the transaction of supply of Good or/and services to HPGCL.</li> <li>1.7. Vendor will inform immediately the HPGCL about initiation of any proceeding (if any) against him under the GST laws which may result in suspension or cancellation of GST number of the Vendor.</li> <li>1.8. Undertaking to indemnify the HPGCL in case of any financial implication on HPGCL due to non-compliance of prescribed obligation under the GST Law on part of the Supplier/vendor.</li> <li>1.9. In case of ARCs/AMCs having duration above one year, copies of GSTR 1, GSTR 2A and GSTR 3B along with copies of invoices raised to HPGCL, duly reconciled with three returns to be submitted on quarterly basis.</li> </ol> <p>In case of one time job orders and purchase orders, copies of GSTR 1, GSTR 2A and GSTR 3B alongwith copies of invoices raised to HPGCL, duly reconciled with three returns to be submitted before release of security.</p> </li> </ul>	

<b>Stage II :</b>	<b>Scrutiny of bids</b>																		
<ul style="list-style-type: none"> <li>• The GST registration status of vendors will be verified from the official website <a href="http://www.gst.gov.in">www.gst.gov.in</a></li> <li>• The address of vendor, the place from which supplies will be made or the invoice will be raised, mentioned in bid document should match with the GST registration number on the department’s website. In case vendor is having multiple GST registration numbers, executive to ensure that GST number linked to place of supplier should be submitted to HPGCL.</li> <li>• Filing status of following returns is to be verified that the returns are being filed by vendor within due dates:-             <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="width: 20%;">Return</th> <th style="width: 20%;">Periodicity of filing</th> <th style="width: 60%;">Return for</th> </tr> </thead> <tbody> <tr> <td>GSTR 1</td> <td>Monthly</td> <td>Outward Supplies.</td> </tr> <tr> <td>GSTR 2A</td> <td>Monthly</td> <td>Its auto populated on GST portal on the basis of GSTR 1 filed by vendor.</td> </tr> <tr> <td>GSTR 3B</td> <td>Monthly</td> <td>Payment of GST.</td> </tr> <tr> <td>GSTR 9</td> <td>Yearly</td> <td>Compilation of outward and inward supplies, made during the FY.</td> </tr> <tr> <td>GSTR 9C</td> <td>Yearly</td> <td>Analytical statement on GST returns certified by GST Auditor.</td> </tr> </tbody> </table> </li> <li>• Verify that the undertakings, as specified in NIT, have been submitted by bidders. Failure to submit unconditional undertakings will render the bidder to ineligible at technical stage of evaluation itself.</li> </ul>		Return	Periodicity of filing	Return for	GSTR 1	Monthly	Outward Supplies.	GSTR 2A	Monthly	Its auto populated on GST portal on the basis of GSTR 1 filed by vendor.	GSTR 3B	Monthly	Payment of GST.	GSTR 9	Yearly	Compilation of outward and inward supplies, made during the FY.	GSTR 9C	Yearly	Analytical statement on GST returns certified by GST Auditor.
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GSTR 9C	Yearly	Analytical statement on GST returns certified by GST Auditor.																	

<b>Stage III :</b>	<b>Award of Contract/ Issue of Work Order/Purchase Order</b>
<ul style="list-style-type: none"> <li>• Purchase order/work order to specify that in case of failure at the end of vendor regarding deposit of tax and in complying with conditions mentioned at Stage I &amp; II, HPGCL will have right to recover the GST amount in default along with interest &amp; penal amount and deposit the</li> </ul>	

- same directly with GST department on behalf of vendor to the credit of HPGCL.
- Vendor will undertake to immediately inform the HPGCL about any amendment in the GST certificate and to immediately submit the updated registration certificate.

<b>Stage IV :</b>	<b>Receipt of first invoice</b>
<ul style="list-style-type: none"> <li>• Executive wing to verify that the invoice is in performa as specified under GST laws (Section 31 to 34 of CGST Act read with Rules 46 to 55A of the CGST rules deal with the Tax invoice, Credit notes and debit notes) with correct GST number of HPGCL so that no difficulty is faced by HPGCL while claiming Input Tax Credit of GST due to incorrect GST number and also to reconcile the GST number and address of supplier as per invoice with the GST number &amp; address given in tender documents submitted by vendor and submit the duly verified invoice to accounts wing.</li> <li>• After the implementation of the E-Invoice w.e.f. 01 Oct 2020 generation of e- invoice from common e-invoice portal for B2B supplies by person having aggregate annual turnover of more than ₹ 500 Crs has been made compulsory. And w.e.f 01.Jan 2021 Generation of E-invoice for GST supplies by person having aggregate turnover of more than ₹ 100 Crores has been made compulsory. And w.e.f 01.04.2021 generation of E-invoice for GST supplies by the person having aggregate turnover of more than ₹ 5 Crs is proposed to made compulsory. The nodal officer/engineer in charge of the contract/appointed officer of the respective plant should demand from the supplier E-Invoice containing the invoice reference number (IRN) and QR code. It is worthwhile to note that any tax invoice including tax credit / Debit note issued by such notified person for B2B supplies without following the e- invoicing procedure shall not be treated as a valid document.</li> <li>• Obtain a undertaking from the vendor who are not generating e-invoice in following format: 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 2019-20 does not exceed the prescribed threshold (as on the date of this declaration) for generation a Unique Invoice Registration Number (IRN) and QR code as per the provisions of Central Goods and Services Tax Act, 2017 and rules thereunder (“GST Law”). Further, we also undertake that if the aggregate turnover of M/s. .... exceeds the current threshold or revised threshold notified by Government of India at any future date, then we shall issue invoice and credit note in compliance with the required provisions of GST Law. In case of any queries from the any state or Centre Goods and Services Tax authorities, M/s. .... will be solely responsible.</li> </ul> <p style="text-align: right;">Yours Truly, For M/s..... Authorized Signatory Name: Designation:</p> <ul style="list-style-type: none"> <li>• In case there is difference in value of invoice, due to difference in quantity or quality actually supplied, GST will be applied on revised value of invoice.</li> </ul>	

<b>Stage-V:-</b>	<b>Receipt of II<sup>nd</sup> &amp; subsequent invoices</b>
<p>In addition to procedure mentioned in Stage-IV, following steps to be undertaken.</p> <ul style="list-style-type: none"> <li>• All undertaking mentioned at Stage-I to be obtained &amp; verified.</li> <li>• GSTR 2A should be matched with amount of GST paid. In case, the details are not there in GSTR2A, issue needs to be taken up with vendor and GST consultant of HPGCL.</li> </ul>	

<b>Others:-</b>	
<ul style="list-style-type: none"> <li>• EMD and Securities/Bank guarantees taken by HPGCL may be refunded only after payment of GST by vendor/contractor which was charged from HPGCL.</li> <li>• In case any issue arises w failure by the firm in GST compliances, all future payments to be put on hold after having consultation with HPGCL’s GST consultant.</li> </ul>	



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

Any person making specified payments mentioned under the Income Tax Act are required to deduct TDS at the time of making such specified payment (*Annexure-I*). The SoP deals with procedure to be followed when HPGCL deducts the tax while making payment to others and when tax is deducted from payments made to HPGCL.

### HPGCL as a deductor of tax:-

- Any tax deducted from payment to any person is a liability of HPGCL and the Tax is to be deposited invariably on or before the due date as per *Annexure-I* by filling Challan no. ITNS-281.
- Filling of TDS return is mandatory and the return should be filed on or before the due date as per *Annexure-I*. The Type of return to be filed is as under:-

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

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

### HPGCL is in receipt of payment net of TDS:-

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

**Specified Payments / Transaction applicable to TDS:-**

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

Section	Income Type	Limit	TDS Rate In %
192	Salary Income	As per Basic Exemption Limit & deduction	-
193	Interest on securities	₹ 10,000	10%
193	Interest on debenture	₹ 5,000	10%
194	Dividend other than listed company	NA	10%
194A	Interest other than on securities by other than Bank/FIs	₹ 5,000	10%
194H	Commission on brokerage	₹ 15,000	5%
194I	Rent of Land, Building and Furniture	₹ 2,40,000/-	10%
194I	Rent of plant & machinery	₹ 2,40,000/-	2%
194IB	Rent	₹ 50,000 per month	-
1941A	Transfer of immovable property other than agriculture land	₹ 50 lakh	1%
194C	Payment to contractor / subcontractor (single transaction)	₹ 30,000	2%
194C	Payment to contractor during the year	₹ 1,00,000	2%
194J	Professional fees/ Technical fees etc.	₹ 30,000	10%

**Due date for payment/ depositing TDS/ return filed.**

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