RAJIV GANDHI THERMAL POWER PLANT

(A Unit of Haryana Power Generation Corporation Limited)

Corporate Identity No. U45207HR1997SGC033517

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

(An ISO 14001 &45001Certified Company)

E-TENDER DOCUMENT

FOR

Laying, Testing, Commissioning of 16,000 meter Linear Heat Sensing cable and 10,000 meter 2.5 Sq mm power cable RGTPP, Khedar, Hisar

NIT NO. 01 /RGTPP/ FMF 62

Dated:-11.11.2026

XEN/FM
FOR CHIEF ENGINEER/RGTPP,
RAJIV GANDHI THERMAL POWER PLANT,
HPGCL, KHEDAR, HISAR.
Telephone no.- 8222023551

HARYANA POWER GENERATION CORPORATION LIMITED

Corporate Identity Number: U45207HR1997SGC033517

Website: www.hpgcl.gov.in **Telephone No.** 8222023551

An ISO 14001 and 45001 Certified Company

NOTICE INVITING E-TENDER

E-tenders in two parts are invited on behalf of CE/RGTPP, Haryana Power Generation Corporation Limited (HPGCL) Khedar, Hisar from eligible Contractors/bidders, for the work as under:-

TENDER INFORMATION	
Source	RGTPP, HPGCL, Khedar, Hisar.
Classification	Service Work
NIT Number	**NIT NO. 01 /RGTPP/ FMF 62** **Dated:- 11.11.2026**
Brief NIT Description	Laying, Testing & Commisioning of 16,000 meter Linear Heat Sensing cable and 10,000 meter 2.5 Sq mm power cable RGTPP, Khedar, Hisar.
Contact Period	06 months
Tender Issue Date:	11.11 .2026 at 17:00 Hrs.
Bid Submission end Date	04.12.2026 upto 11:00 Hrs
Bid Opening Date	07.12.2026 at 15:00 Hrs
Contact Info	XEN/FM (8222023551) RGTPP, Khedar, Hisar
EMD Amount	**Rs. 34,000/-**
Tender Document Cost (Non-Refundable)	Rs. 1,180 /- (including GST)
E-Service Fees(Non-Refundable)	Rs.1,180/-(including GST)

1.	Information Regarding Online Payment of Tender Document, e-Service & EMD Fee	Annexure-I
2.	Instructions regarding e-tendering	Annexure-II
3.	General Instructions to Bidders	Annexure-III
4.	Detailed Scope of work with Penalty	Annexure-IV
5.	General Terms & Conditions& GST Compliance	Annexure-V
6	Lab our Laws	Annexure-VI
7.	Statement of bidders	Annexure-VII
8.	Undertaking of Staff Engaged	Annexure-VIII
9	GST Compliance	Annexure-IX
10	Rate Quoting sheet	Annexure-X

XEN/Factory Manager,
for Chief Engineer/RGTPP,
,HPGCL, Khedar, Hisar.

Annexure-I

Information Regarding Online Payment of Tender Document, eService & EMD Fee.

1. The Bidders can download the tender documents from the Portal: https://etenders.hry.nic.in.

2. The Bidders shall have to pay for the Tender documents, EMD Fees & e-Service Fee online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between contractors and online payment authorization networks. The Payment for Tender Document Fee and eService Fee can be made by eligible bidders/ contractors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT. For online payments, Home page of the e-tendering portal https://etenders.hry.nic.in may be referred.

Note: -

1. Tender document fees & e-service fee is mandatory for all.
2. If the tenders are cancelled or recalled on any grounds, the tender document fees & e-service fee will not be refunded to the agency.
3. Those Agency who are exempted from EMD, should submit proof of related documents.
4. The tenderers can submit their tender documents (Online) as per the dates mentioned in the Key Dates at Annexure-II.
5. Following are only **exempted for depositing the Earnest money**:
   - Public sector under taking of the center/Haryana state govt.
   - Firm born on DGS&D/DS&D.
   - Firm registered with the directors of industries, Haryana or registered with national small industry corporation (NSIC), Govt. of India for providing Annual Maintenance Contract of Fire Fighting System.
   - Firms borne on the HPGCL 's approved list of suppliers which may have made a permanent earnest money deposit of Rs. 10 Lakh for quoting at the respective project/ office of HPGCL or Rs. 20 Lakh for quoting anywhere in the HPGCL, if they quote the registration no. given by the respective project/office of HPGCL in their tender papers.

XEN/Factory Manager,
for Chief Engineer/RGTPP,
HPGCL, Khedar, Hisar**.**

Annexure-II

Instructions to bidder on Electronic Tendering System

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

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.

1. Obtaining a Digital Certificate:

1.1. The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

1.2. A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazette 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

1.3. 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:
For support related to Haryana Tenders in addition to helpdesk you may also contact on email ID - eproc.nichry@yahoo.com , support-eproc@nic.in Tel- 0172-2700275.
Note- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. For any issues/clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority. For any technical related queries please call at 24 x 7 Help Desk Number 0120-4001 002, 0120-4200 462, 0120-4001 005.

1.4. Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt the data and sign the hash during the stage of bid preparation & hash submission. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised **to keep a backup of the certificate** and also keep the copies at safe place under proper security (for its use in case of emergencies).

1.5. In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

1.6. In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

1.7. The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

1.8. Bidders participating in online tenders shall check the validity of his / her Digital Signature Certificate before participating in the online Tenders at the portal https://etenders.hry.nic.in

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

1.10. Before submitting tenders the instructions may be read carefully regarding submission of tender. If any bidder finds discrepancies or omissions in the tender documents or is in doubt as to the true meaning of any part, he shall clarify same from tender issuing office in writing before the due date of submission of the bid No arguments on this account whatsoever shall be entertained after the last date & time of submission of tenders.

2. Opening of an Electronic Payment Account:

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

3. Pre-requisites for online bidding:- In order to bid online on the portal https://etenders.hry.nic.in , the user machine must be updated with the latest Java. The link for downloading latest java applet is available on the Home page of the e-tendering Portal.

4. 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

Download of Tender Documents:

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

Key Dates: -

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

Sr. No.	Department Stage	Tenderer's Stage	Bid Start date and time	Bid submission end date and time
1	-	Downloading of Tender Documents & Bid Preparation	11.11 .2026 at 17:00 Hrs.	04.12.2026 upto 11:00 Hrs
2	Technical Opening (Part-I)	07.12.2026 at 15:00 Hrs		
3	Short listing of Technical bids & Opening of Price/ Financial Bid		Will be intimated to the firms on their E-mail	

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

If bidder fails to complete the Online Bid Submission stage on the stipulated date and time, his/her bid will be considered as bid not submitted, and hence not appear during tender opening stage.

5. Bid Preparation (Technical & Financial) Online Payment of Tender Document Fee, eService fee, EMD fees of online Bids:

5.1. The bidders shall have to pay for the Tender document fee, EMD fees & e-Service Fee online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between contractors and online payment authorization networks. The Payment for Tender Document Fee and eService Fee can be made by eligible bidders/ contractors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT. For online payments guidelines, Home page of the e-tendering portal https://etenders.hry.nic.in may be referred.

5.2. The bidders shall upload their technical offer containing documents, qualifying criteria, acceptance of Scope of work and all other terms and conditions except the rates (price bid) in the Part-I (Technical envelope). The price bid shall be submitted in separate part-II format supplied by purchasing authority online. The committee members shall open only the part-I on schedule date of opening of technical bid. As per system settings, part-II cannot be opened on that date.

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

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

7. Bidder shall ensure that payments of tender document fee, e- service fee and EMD shall be made at least 2 days prior to last date of submission of the bid.
8. The bidder can revise his price bid any number of times upto last date & time of submission of bid. Only the latest price quoted will be visible to the purchasing authority on date of opening of price bid.
9. The bidders shall observe the highest standards of ethics during the submission of tender and execution of the contract. In case of evidence of cartel formation by the bidder(s) EMD is liable to be forfeited.
10. The bidder shall bear all costs of bank charges, if any, associated with the preparation and submission of his bid and the purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
11. If bidder fails to complete the Online Bid Preparation & Submission stage on the stipulated date and time, his/hers bid will not appear on the portal during tender opening stage.

XEN/Factory Manager,
For Chief Engineer/RGTPP,
HPGCL, Khedar, Hisar.

Annexure-III

GENERAL INSTRUCTIONSTO THE BIDDERS

1. **Pre-Qualifying Requirements (PQRs) / Eligibility Conditions for the bidders: -**

The tender document of only those bidders shall be considered who fulfil the following eligibility criteria and submit documentary evidence in support of the same.

1. The bidder should be OEM/OES or a registered vendor of HPGCL of Fire Fighting System.

OR

1. A. The Bidder must have experience of having successfully executed Work Order(s) of laying of LHS cables & power cables or similar work in HPGCL / NTPC / any SEBs / any PSUs / any Corporations / Central Govt. / State Govt. / Semi Govt. or in any Thermal / Hydel Plant during last 7 years ending 31.10.2026 and having minimum order value as under :-

Single Order of the value not less than Rs. 13,59,400/- including GST.

OR

Two Orders of the value not less than Rs. 8,49,600/- including GST.

OR

Three Orders of the value not less than Rs. 6,79,700/- including GST.

1.B. Bidder must have average annual turnover in last three consecutive financial years ending 31.03.2026 shall not be less than Rs. 33,98,400 /- .

2. The firm should submit an undertaking/certification that the firm is not blacklisted currently by any organization /company/HPGCL or any other Center and State power utility/Board or Corporation or any other Thermal/Hydro Electrical Project. 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.
   iii. In case any firm was blacklisted for a limited period in past any organization and presently such blacklisting has removed by such organization then it will not tantamount to ineligibility of the bidder.
   iv. Firm has to certify itself for its eligibility with supporting documents to participate in the NIT stating that it has not been blacklisted by any organization presently, however in case at a later stage such certification found wrong then it will lead to misrepresentation of the facts and the firm shall be treated as blacklisted on this ground and action shall be taken as per regulations of the corporation.
3. The contractor is registered under Contract Lab-our (Regulation & Abolition) Act, 1970 and possesses a valid lab-our license for deploying the workers on the work or will obtain the same within 15 days of issuance of work order, if applicable.
4. The bidder should possess valid EPF Account No., PAN No. and GST Registration Number.
5. It is to ensure that all prospective bidders to submit copy of registration certificate under GST Act.
6. The following undertaking (on the letter head of bidder) are required mandatory documents by all bidders:-
   i. GST registration is valid as on date.
   ii. No default has ever been made by bidder in filling the various GST returns and deposit of GST dues with the department.
   iii. Bidders having multiple registration under GST will submit undertaking for each and every GST number. A default under a GST number even if the GST number pertains to some other states, will make the vendor ineligible to participate in the tender.

Note:-

i. 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 up to 30.09.2026 (duly supported by successful completion/execution certificate for such period/value) shall be taken into consideration for assessing the eligibility criteria.

ii. In case of Thermal Power Plant, the minimum capacity of Thermal Power Station/Unit shall be 110 MW or above.

iii. The firm has to submit the copy of work orders executed by them along with completion/performance certificate or copy of the repeated work orders from the same agency/enterprises/power plant etc. duly attested in support of qualifying condition and as a proof of satisfactory execution of work.

iv. Other income shall not be considered for arriving at annual turnover.

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

vi. 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.

vii. The rates will remain firm throughout the contract period irrespective of **change of minimum wages** etc.

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

2. Conditions of the contract and other information can be had from the office of XEN/FM (E-mail:xenfm.rgtpp@hpgcl.org.in, Tele no. 8222023551) on any working day prior to last date of Downloading of Tender Documents & Bid Preparation.
3. The Tender Document can also be downloaded from HPGCL website www.hpgcl.org.in.
4. The tender will only be submitted on the centralized e-procurement portal i.e. https://etenders.hry.nic.in
5. Before submitting tenders the instructions may be read carefully regarding submission of tender. If any bidder finds discrepancies or omissions in the tender documents or is in doubt as to the true meaning of any part, he shall clarify same from tender issuing office in writing before the due date of submission of the bid.
6. The “Application for Bidding” along with the “Terms and conditions of the contract and its all Annexure should be submitted in duplicate duly filled up completely and signed on each page by the bidder. Work offered should be strictly according to the specifications of scope of work and to the terms & conditions of the NIT. Unless a deviation from the specifications and terms and conditions given in NIT is pointed out by the bidder specifically, it will be presumed that offer/ Tender conforms to the specifications and terms and conditions as laid down in NIT.
7. The bidder shall submit their tender in **two parts- the first part** containing documents for qualifying criteria, acceptance of Scope of Work and all other terms and conditions of NIT except the rates (price bid), and the **second part** containing the rates (price bid).
8. RATE QUOTING SHEET:-
   a) The bidder will quote their rates STRICTLY AS PER THE RATE QUOTING SHEET.
   b) CONDITIONAL DISCOUNT offered by any bidder will not be considered for the purpose of relative comparison of rates quoted by participating bidders.
9. The application for bidding along with all the detailed terms & conditions should be submitted online. Tenders through Fax / E-mail / telegraphic tenders shall not be considered. Incomplete, obscure or irregular tender is liable for rejection. If the bidder deliberately gives wrong information in his tender, HPGCL reserves the right to reject such tender at any stage. The bidder will quote their rates strictly as per details of specifications.
10. All tenders received against open tender enquiry irrespective of whether they are from the approved contractors on the registered list or others, shall be considered, provided they are on the prescribed form and in accordance with the tender conditions and specifications.
11. Unless exempted specifically, tenders not accompanied with the prescribed EMD/Cost of Tender shall be rejected. EMD/Cost of Tender shall be in the prescribed mode of payment as asked in the NIT, otherwise the tender shall be liable to be rejected.
12. The rates quoted by the tenderer should be very competitive and as prevailing in the market and should be firm and lump-sum. Prices should be quoted per unit also wherever applicable and asked.

13. The validity of the tender/offer shall be for 120 days from the date of opening of the price bid.
    a) Suo-moto revised price bid Part-II is possible only up to the last date and time of submission of the tender.
    b) The rate negotiations will be held as per existing Government of Haryana rules.
14. No deviation shall be allowed. However, in case of deviation of taxes etc., the same be loaded for comparison purpose.
15. Selection preference of the tendered work may be allowed as per policy of the State Government to the Industrial Units located in Haryana on the lowest valid rates if tenderer so claim with requisite documentary evidence.
16. The bidders / contractors shall observe the highest standards of ethics during the submission of tender, procurement and execution of the contract. In case of evidence of cartel formation by the bidder(s) EMD is liable to be forfeited.
17. The bidder shall bear all costs including bank charges, if any, associated with the preparation and submission of his bid and the purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
18. The tender documents of only those bidders shall be considered who full fill the eligibility criteria and submit documentary evidences in support of the same along with the copy of performance certificate /repeat order from the same organization, if any.
19. Tenders through post/courier/Fax / E-mail / telegraphic tenders shall not be considered. Incomplete, obscure or irregular tender is liable for rejection.
20. HPGCL reserves the right to cancel the NIT or to change qualifying requirements or to reject any or all the tenders so received without assigning any reason.
21. INSPECTION OF SITE OF WORK: - Before tendering, the tenderer is advised to inspect the site of work, the environment & get acquainted with the actual work & other prevalent conditions, facilities available. No claim will be entertained later, on the ground of lack of knowledge.
22. **Disqualification of The Bidders / Tenderers: -**
    a) Even though the bidders meet the above 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) Notwithstanding anything stated above Haryana Power Generation Corporation Ltd. reserves the right to assess the tenderer's capacity to perform the contract should the circumstances warrant such assessment in the overall interest of the Haryana Power Generation Corporation Ltd. In this regard the decision of corporation will be final.

XEN/Factory Manager,
for Chief Engineer/RGTPP,
HPGCL, Khedar, Hisar**.**

Annexure- IV

Detailed Scope of work

1. Firm will provide all the material required for laying of LHS Cables like 1 feet long MS clamp with rubber ring for laying of LHS cable as per design and SS Clamps required for fixing of Power cables with wall/roof. The clamps for LHS cable and Power Cable will be fixed at 1 meter gap.

2. All the consumables/Machine required for the welding of clamps with the structure for LHS Cable and all the consumables required for fixing of clamps for Power cable are in the scope of the Firm.

3. LHS cable and power cable will be provided by the HPGCL.

4. All the structure required for reaching at heights for fixing /laying of cable will be brought by the firm.

5. Bringing of new cable from store to site for Laying will be in scope of the firm . Removing the old cable and storing of old cable at place provided by HPGCL will be in scope of the firm.

6. All the testing/commissioning equipment required for testing/commissioning of LHS and Power cable will be in the scope the firm.

XEN/Factory Manager,
for Chief Engineer/RGTPP,
HPGCL, Khedar, Hisar**.**

Annexure-V

GENERAL TERMS AND CONDITIONS OF CONTRACT

1) CONTRACT AGREEMENT:-

The contractor shall execute a contract agreement with HPGCL on a Non Judicial Stamp Paper of appropriate value within 7days of receipt of the work order.

2) RATE/ CONTRACT PRICE: -

Rate shall be quoted by the bidder, strictly as per rate quoting sheet and the agreed contract price shall remain firm during the period of the contract. Any statutory taxes/levies, if to be charged extra, should be clearly indicated by tenderer in their offer separately, failing which it will be presumed that the quoted prices are inclusive of all such statutory taxes/levies.

3) EARNEST MONEY AND SECURITY DEPOSIT: -

3.1. Every tenderer, while submitting his tender, should online deposit an amount of **Rs. 34,000/-**as the earnest money.

3.2. The earnest money furnished by the successful tenderer on whom the work order is placed shall be converted into security deposits as a guarantee for faithful and satisfactory execution of the work order. (The EMD of the unqualified bidders will be returned without any interest, as promptly as possible, within 30 days after declaration of qualification result and that of unsuccessful bidder within 15 days of the finalization of the contract with the selected bidder).

3.3. The security deposit shall be 10% of the contract value. The deduction of the security deposit shall be as under: -

10% amount of the monthly 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 running bill.

3.4. The security deposit of the contractor shall be retained by HPGCL for faithful execution of the contract.

3.5. Security deposit shall be released only after completion of the entire period of the contract and after 30 day from completion of work successfully on the certificate of Engineer In-charge for successful completion of work and submission of all requisite documents like last EPF return by the contractor etc.

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

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

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

4) PAYMENT TERMS: -

100% payment, after deducting10% security deposit and statutory deductions, of the bills shall be made after satisfactory completion of the work done.

5) MODE OF PAYMENT: -

Payment shall be released by the DDO'S 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 Accounts and other statutory obligations like EPF/ESI etc. For payment through RTGS/NEFT, the contractor will intimate the complete bank details viz. Name of Bank/ Branch, Account number, Type of account, IFSC code etc. to Sr. Accounts Officer/ Accounts Officer, RGTPP.

6) CONTRACT PERIOD: -

The work shall be started within 7 days of issue of LOI / Work Order, whichever is earlier unless otherwise directed by the issuer of tender.

The contract shall remain in force for a period of **six months** from the date of starting of the work. The whole Work order or any part of it can be short closed at any time during the contract period with a notice of 15 days.

7) 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.

8) PENALTY: - If the contractor fails to complete the work within stipulated time period as specified in work order then penalty @1% of total contract value per week or part there of subject to maximum 10% of the total value of work order will be liable .In this case the decision of Engineer in charge will be final.

Appropriate clauses of below tabulated labour laws regarding delay in deposition of wages of workers, delay in deposition of EPF/ESIC/LWF and other statutory labour obligations shall be applicable on the contractor and penalties shall be imposed for breach of the same by Labour Welfare Officer or Factory Manager/RGTPP.

Sr. Nos.	Particulars	Name of Acts
1.	Clause 20: Penalty for offence under the Act	The Payment of Wages Act-1936
2.	Clause 31: Time for payment of contribution	The Employees' State Insurance (General) Regulations-1950 (amended on 11.01.2024)
3.	Clause 14: Penalties	The Employees' Provident Funds and Miscellaneous Provisions Act, 1 952
4.	Chapter VI: Penalties and Procedures	Contract Labour (Regulation & Abolition) Act, 1970 & Rules 1971
5.	Chapter VII: Penalties	The Employee State lnsurance Act, 1950

9) 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 bill in triplicate to the executive in charge along with the followings:-

a) The bill should be on the contractor's bill book duly serially numbered and bearing date of issue, contractors EPF code, GST No, PAN No.. A photo copy of the EPF code, GST No, Labour license, PAN No. shall attach with bill.

b) Self attested copy of the deposit challan of EPF 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.

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 Engineer-in charge.(b) The copy of the EPF 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. ondated_____. (d) No penalty is levi able on the contractor on any account as per the contract if levi able the amount of penalty is___. (e) Copy of protocol and certificate for final payment.

iv) Certificate from Labour Welfare Officer stating that contractor has complied with all labour laws and safety clearance certificate from safety officer.

10) Performance bank guarantee:-

Unless agreed otherwise, Contractor shall submit Bank Guarantee of the Nationalized Bank equivalent to 10% of the Contract Value in the prescribed performa valid up to one month after completion of Warrantee period.

11) Warranty:-

I. The contractor shall provide warranty for the workmanship of the work done for a period 12month from the date of completion of work .During this period if some fault occurs in the

cable , which has been laid by the contractor, the same will have to be attended without any additional charges to HPGCL. In such cases, warranty period shall start from the date of such repair/rectification. In case the contractor fails to respond within a reasonable time, the job will be got done from any other agency at the risk and cost of the contractor.

12) FORCE MAJEURE: -

The delay in completion of work may be treated as force majeure to the contractor only if: -

"The delay is resulted from any causes arising out of compliance with regulations, orders or instructions of the Central or State Governments, acts of God, acts of Civil & Military authority, fires, floods, strikes, lock-outs, freight embargoes, war risk riots and civil commotion"

13) IDLE LABOUR CHARGES:

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

14OVER RUN CHARGES: -

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

15 WATCH & WARD: -

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

16. 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.

17. STATUTORY DEDUCTIONS:-

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

18. FACTORY ACT/MINIMUM WAGES ACT/INSURANCE ACT/ EPF ACT etc.: -

Strict adherence of various applicable laws likes the Factories Act, Minimum Wages Act, ESI Act, Payment of Wages Act, the workman's Compensation Act, EPF Act, Contractor labour (Regulation & Abolition) Act, 1970 and all other statutory requirements as amended from time to time the entire satisfaction of Central/State Govt. Authorities, shall be the responsibility of the Contractor and he shall have to make good loss, if any, suffered by HPGCL on account of default in this regard by the contractor. EPF/ESI contributions will be deposited by the contractor in his own EPF/ESI code no. in the respective account of the workers. The contractor will submit the copy of EPF/ESI/LWF challanalong with ECR to the Factory Manager/Labour Welfare Officer, at the time of 90% payment along with corresponding list of workers. The contractor shall make the payment of wages to its labour/worker/driver/conductor in their saving account only. Documentary evidence thereof shall be submitted along with the running bills.

19. INSURANCE OF WORKERS: -

The contractor will be solely responsible for any liability for his workers in respect of any accident, injury arising out and in course of contractor's employment. To meet his aforesaid obligation under the workman compensation Act, The contractor may obtain W.C policy from the Insurance Company for the persons employed by him for carrying out the work. The premium payable for aforesaid insurance policy shall be borne by the contractor. The contractor shall ensure that the said insurance policy of this insurance cover is required to be submitted by the contractor to Engineer-In-charge of work immediately after issue of L.O.I, but before the start of work.

20. SAFETY RULES: -

Contractor shall have to comply with all the provisions of safety rules. The Safety officer/RGTPP may impose penalty of **Rs. 200/- per day per head** if the workers of contractor are found to be working carelessly without proper protective equipments in unsafe conditions. Against violation of any other clause, a penalty of Rs. 500/- per violation (minimum) shall be levied. In case of repeated violation of serious nature resulting in various serious accident or direct loss to the corporation/ threatens to cause severe consequences, higher penalty rates may be imposed including suspension/termination of the contract. If any action is initiated by Chief Inspector of Factories, Chandigarh or any other authority against occupier/factory manager or any other authority of HPGCL in case of any fatal/non fatal accident or any other violation of factory act, 1948, Pb. Hr. Factory rules, 1952 or any other industrial or labour act, the contractor shall be liable for the same and also to deposit the amount of fine/penalty if any. In case of default action as deem fit shall be initiated against the contractor.

A safety clearance certificate on monthly basis from the Safety Officer/RGTPP shall be obtained by the contractor and has to be attached along with the bill.

This office reserves the right to claim adequate compensation from the contractor on account of any damage caused to the plant & equipment handed over to him for execution of the work, due to careless handling or negligence on the part of the contractor.

21. ARBITRATION: -

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

22. LAWS GOVERNING CONTRACTS: -

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

23. JURISDICTION of courts:-

The courts of the place from where the acceptance of tender has been issued shall alone have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract.

24. SET OFF: -

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

25. SUBLETTING AND ASSIGNMENT: -

The Supplier 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 HPGCL.

26. Electricity, air & water will be provided free of cost as per requirement of work by HPGCL.HPGCL may provide suitable space for site store/temporary workshop free of charge to the contractor.

27. Material & Manpower Transportation:-The contractor shall make his own arrangement for transportation of the material from O&M and site stores to site of work as per requirement. The contractor shall make his own arrangement for making available his personnel, at site of work at any time as per the requirement of job.

28. Measurement and Billings: -The representative of the Engineer- in-charge of work will measure all the works completed against each indent of work order.

29. HPGCL shall have power to make any alteration, omission, addition, substitutions for the original specifications and instructions which may be considered necessary during the progress of work and contractor shall carry out the work in accordance with any instructions which may be given to him in writing duly signed by the Engineer-in-charge. Such alterations, omissions, additions, substitutions shall not invalidate the contract and any alteration, additional or substituted work which the contractor may be directed to do shall be carried out by the contractor on the same conditions in all respects on which he has agreed to do the main work.

30. Termination of contract:-If the contractor is unable to execute the work, any loss incurred by HPGCL in this respect will be to the contractor's account. HPGCL may also terminate the contract after giving a three days notice, if in its opinion the work under the contract is not being done to its satisfaction. HPGCL also has the right to get the job done from a third party at the risk and cost of the first contractor till the expiry of the period of contract and debit the cost plus 15% of the cost to the first contractor's account.

31. Authorized Representative:-The firm will intimate (in writing) the name of authorized representative at site to whom necessary instructions regarding the works can be imparted and who will make correspondence regarding contract related issues. The signatures of the aforesaid authorized representative shall be got attested from first class magistrate or notary public.

32. All tools including special tool if any will be arranged by the contractor, personnel protective equipment for safety of workers, safety belt, have to be arranged / provided by the contractor.

Note: -

1. Unless agreed otherwise the above terms & conditions of the contract will form the part of the work order after finalizing the award of work proposal. The word tenderer where ever used above shall be read as contractor / firm.
2. Any other term not defined in instructions to the bidder or above terms and conditions should be interpreted as defined in HPGCL Work and Purchase regulation 2015 available on HPGCL website www.hpgcl.org.in.

18 GST SOP's annexure are attached.

XEN/Factory Manager,
For CE/RGTPP,HPGCL,
Khedar, Hisar.

Annexure-VI

IMPLEMENTATION OF LABOUR LAWS BY THE CONTRACTOR

1) Registration of Establishment (RGTPP) and obtaining the Labour License/Renewal

The Registration of RAJIV GANDHI THERMAL POWER STATION with the list of working Contractors is required under Section -7 of Contract Labour Act, 1970. The name of working Contractor must be on the list of Contractors otherwise he (contractor) will not get Labour License/ Renewal from the labour Department, Haryana Govt. So as and when the work is awarded to the contractors other then included in the list of contractors attached with the Registration of RAJIV GANDHI THERMAL POWER STATION, the contractor will ensure that his name on the prescribed performa is intimated to the Centralized Agency by the officer-in-charge of the work for getting his name including in the saidlist.

Further after the needful, the contractor will be under obligation to obtain labour license/ its renewal under Section 12 of ibid Act from the Labour Department. Haryana Govt..by completing the requisite formalities.

2) Payment of wages to the workers deployed on the work Under Section 63 to 73 of Contract Labour Act-I970.

The contractor will be bound to pay wages to the workers deployed by him on the work as per minimum wages fixed by Labour Department, Haryana Govt., Chandigarh and follow revision from time to time. He will make monthly wages payment on or before 7th of every month through nationalised Bank.

3) Maintaining the Registers and records Under Section – 74 to 78 (a to d) of Contract Labour Act-1970.

The contractor shall maintain necessary records under the provisions of ibid Act vii. Register of Workman employed (Section -75), Issuing of Employment Cards (Section 76), Service Certificate (Section77), Register of wages (Section78(a)to(d),AttendenceRegister,RegisterofOvertime,Register of deduction, Register of advance, Register of fines, Issuing of Wages Slips, etc, the same shall be made available with the site in charge of the work or authorized representative of the contractor for checking/ inspection as and when required by the officer in charge of RGTPP authorities or Labour Department, Govt. of Haryana. Non maintaining/ non production of the above Registers/Forms, under Section- 23 - 24 of the ibid Act will be treated as offence and Contractor will be liable for prosecutions by the Labour Department, Govt. of Haryana.

4) Age limit of the workers.

No labour below the prescribed limit of age i.e. 18 years and above 60 years shall be employed by the contractor on his allotted works.

5) Compliance of various Labour Acts:

(A) The contractor shall abide by all the labour laws required to be followed and he shall furnish an undertaking on NJSP of appropriate value duly attested by the Notary Public to the effect that he will comply with all the Acts, laws and Regulations as may be applicable with regard to performance of work including Factory Act.1948. Industrial Dispute Act-1947. Employees State Insurance Act-1948. Employee Provident Fund Act-1952, Payment of Wages Act-1936, Minimum Wages Act-1948. Contract Labour Act (R&A , 1970) Workmen compensation Act 1923 and others rules and regulations as framed by the Central/State Govt. in this regard from time totime.

(B) The Contractor shall also specify in the above Undertaking that all the labour /workmen engaged by him for rendering the services under the contract, will be the employees of the contractors for all intents and purposes and shall have no claim/right on the HPGCL. All the risks, responsibilities and liabilities towards his labour shall be owned by him. The Contractor will take such steps as may be directly responsible for any dispute arising between him and hislabour/ workmen and keep the HPGCL and its officers indemnified from and against all losses, damages and any claim/liability arising there from. Under no circumstances whatsoever, HPGCL would be held responsible in respect of contractor's workers. In case any expenditure is incurred by HPGCL as a result of certain dues on the pan of the contractor's labour or otherwise, the HPGCL is entitled to recover / claim such dues /compensation from the contractor's pending, payments bills or through court of law.

(C) Besides the above, the contractor shall obtain an affidavit on the NJSP of appropriate value duly signed and witnessed by him under his seal and duly attested by the Notary **Publicf**romhiseachandeveryindividualworker/employeethattheywillnotclaimanyemployme

ntin HPGCL in lieu of services rendered by them to the contractor namely M/s---------- ---------- against Work Order No.---------- dated---------- and all the disputes, whatsoever and of any nature, will be settled by their contractor who has engaged them. These affidavits along with his own undertaking as per para- A&B above shall be submitted by the contractor to the Officer-in-Charge.

6) Deposit of EPF, ESI.LWF contribution of the workers along with Employer share.

It is statutory obligation for the contractor to deduct EPF contribution for the employee and deposit EPF, ESI, LWF as per Labour Laws.

XEN/Factory Manager,
For CE/RGTPP,HPGCL,
Khedar, Hisar.

Annexure-VII

STATEMENTS OF BIDDERS

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

   Phone No.

   Email ID :

4. Legal status
5. PAN & TIN Number of the Bidder (attached self attested photocopies)
   PAN _____ TIN _____

   CST 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. _____
   i. _____

9. Past Experience:-

Name of Organization	Period	Reference of Contract	Order Value contract wise

10. Any other: -

Signature & Stamp of Bidder

Annexure-VIII

UNDERTAKING OF STAFF ENGAGED

I _____S/O Sh._____

R/O_____working with

M/s_____hereby give

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

Firm M/s _____against work order

No. _____dated_____.

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

Annexure-IX/A

Undertaking from the vendor (on vendor's letter head for not generatinge-invoice

WeM/s. ……having PAN ……and GSTIN Registration Number …….hereby undertake that our Aggregate Turnover (as per Section2(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 andServices 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.

YoursTruly,

For M/s……..

Authorized Signatory Name: Designation:

Annexure-IX/B

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

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

No default has ever been made by me/my firm in name of …… in filing the various GST returns and deposit of GST dues with the department with respect to GSTN…….

Yours Truly,

For M/s…….

Authorized Signatory Name: Designation:

Annexure-IX/C

Undertaking cum declaration from the vendor (on vendor's letterhead)

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

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.

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.

YoursTruly,

ForM/s…….

Authorized Signatory Name: Designation:

Annexure-IX/D

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

a) Certified that we are registered as taxable person under GST Act,our GST no. is----------and which is active as on------- - --.

b) Certified that bill for the month of-- ----------in which GST has been claimed, is Included in all the GST returns submitted by us to the GST authorities.

c) Certified that we shall deposit the amount of GST collected from RGTPP/HPGCL to the Government exchequer within the time specified under the GST Law.

d) Certified that the goods/services on which GST has been charged have not been exempted from GST under GST Act. The rate/amount of GST in these goods/services is correct under the provisions of the GST Act.

e) We give Undertaking-cum-indemnity bond to RGTPP/HPGCL that we shall indemnify to RGTPP/HPGCL for any lose sustained in case we does not deposit the GST to the government exchequer, which it has recovered from the M/s HPGCL as tax.

Yours Truly,

For M/s…….

Authorized Signatory Name: Designation

Annexure-IX/E

Declaration of TDS

I,_____, (Designation) of _____

(Name of the Corporation/Company/Board/Trust), having PAN-_____

(here in after referred as the Corporation/Company/Board/Trust), hereby declare and affirm a under:

1. That the Corporation/Company/Board/Trust is a regular income tax assessee.
2. That the Corporation/Company/ Board/ Trust has been filing its return of income tax regularly.
3. That the Corporation/Company/Board/ Trust has filed returns of incometax for the financial years 2021-22 and 2022-23 under the provisions of section 139(1) of the IncomeTaxAct,1961asperdetailsgiven below;

Assessment Year	Acknowledgement Number	Date of filing

4. That the new provisions of Section 206AB/Section 206CCA which require deduction/collection of tax at source at higher rates are not applicable to our Corporation/Company/Board/Trust and hence tax may not be deducted/collected at source at higher rates.

(Deponent)

That whatever stated above in the above stated para(s) are true to my knowledge and belief.

(Deponent)

Annexure-X

RATE QUOTING SHEET

'Laying, Testing, Commissioning of 16000 meter Linear Heat Sensing cable and 10,000 meter 2.5 Sq mm power cable RGTPP, Khedar, Hisar."

Sr.No.	Description	Rate (in Rs.)	GST @18%	Total Amount including (GST)
1	Laying of 16,000 meter Linear Heat Sensing cable .			
2.	Laying of 10,000 meter 2.5 Sq mm power cable			

Total Amount in words ……

Note:-

1. **Apart from above, any statutory taxes/levies, if to be charged extra, should be clearly indicated by bidder in their offer separately, failing which it will be presumed that their quoted prices are inclusive of all such statutory taxes/levies.**

2. The bidder will quote their rates strictly as per ibid Rate Quoting Sheet.

(Signature & Stamp of Contractor)

Address:

Phone No.

Email id.