

PANIPAT THERMAL POWER STATION
(A Unit of Haryana Power Generation Corporation Limited)
(Regd. Office: C-7, Urja Bhawan, Sector-6, Panchkula)
Corporate Identity No. U45207HR1997SGC033517
Website: www.hpgcl.org.in, E-mail: xenchp2.ptps@hpgcl.org.in



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

TENDER DOCUMENT

FOR

Complete repair and rewinding of HT Motor, 600 KW, 6.6 KV for Ring Granulator (RG), NGEF make installed at CHP-II, PTPS, Panipat.

e-NIT No. : 514/F-754/Vol-I/CHP-II/PTPS dated 31.07.2026

Office of:

Executive Engineer/CHP-II
PTPS, HPGCL, Panipat
Mobile No. 9355869453.
E-mail: - xenchp2.ptps@hpgcl.org.in

CHIEF ENGINEER / PTPS
PANIPAT THERMAL POWER STATION,
HPGCL, PANIPAT-132105 (HARYANA)



HARYANA POWER GENERATION CORPORATION LIMITED
Regd. Office: Urja Bhawan, Plot C-7, SECTOR-6, PANCHKULA.
Corporate Identity Number: U45207HR1997SGC033517
Website: www.hpgcl.org.in E-mail:- xenchp2.ptps@hpgcl.org.in

INDEX

Sr. No.	Description	ANNEXURE	Page No.
1	Online e-Tender Press Notice		
2	Detail notice inviting e-tender		
3	Key Dates		
4	Pre-Qualifying Requirements (PQRs) / Eligibility Conditions for the tenderers	I	06
5	Online submission of bids through e-tendering system and General Instructions to Bidders	II	07-11
6	Information Regarding Online Payment of e-Tender Document Fees, e-Service Fees & EMD Fees	III	12-13
7	General Terms & conditions of contract	IV	14-20
8	Description of Motor	V	21
9	Scope of work	VI	22-23
10	Implementation of Labour Laws by the Contractor	VII	24-25
11	Format of Acceptance Certificate	VIII	26
12	Statements of Bidders	IX	27
13	Standard Operating Procedures for Tax Compliance along with format-A, B, C, D, E	X	28-33
14	Standard Form: Agreement	XI	34
15	Standard Form: Performance Bank Guarantee	XII	35
16	Standard Form: Earnest Money Declaration Form	XIII	36
17	Standard Form: Affidavit	XIV	37
18	Self-Undertaking for No-Default in Labour Laws Compliance	XV	38
19	Part- II (Price bid) for reference Only, do not fill	XVI	39

	HARYANA POWER GENERATION CORPORATION LIMITED Regd. Office: Urja Bhawan, Plot C-7, SECTOR-6, PANCHKULA. Corporate Identity Number: U45207HR1997SGC033517 Website: www.hpgcl.org.in E-mail:- xenchp2.ptps@hpgcl.org.in
---	--

e-Tender Press Notice

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

e-NIT No. : 514/F-754/Vol-I/CHP-II/PTPS dated 31.07.2026

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

Name of Work:	Complete repair and rewinding of HT Motor, 600 KW, 6.6 KV for Ring Granulator (RG), NGEF make installed at CHP-II, PTPS, Panipat.
Cost of work	6.49 Lakh including GST
Time Limit	As Mentioned in e-NIT/ https://etenders.hry.nic.in .
Tenders to be received	
Online Tenders at the portal https://etenders.hry.nic.in .	
Bidder shall pay Rs. 1180/- (Inclusive of GST) as e-Service fee through Net Banking in favour of “Society for IT initiative fund for e-Governance” payable at Chandigarh.	
For further details and e-tendering schedule, please visit website at http://etenders.hry.nic.in	

-sd/-
Executive Engineer/CHP-II,
For Chief Engineer/PTPS,
HPGCL, Panipat

	HARYANA POWER GENERATION CORPORATION LIMITED Regd. Office: Urja Bhawan, Plot C-7, SECTOR-6, PANCHKULA. Corporate Identity Number: U45207HR1997SGC033517 Website: www.hpgcl.org.in E-mail:- xenchp2.ptps@hpgcl.org.in
---	--

DETAIL NOTICE INVITING e-TENDER

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

Sr. No.	e-NIT No.	Name of work	Period of Contract	Earnest money	Cost of bid document, non-refundable	e-service fee, non-refundable	Last date of submission of EMD	Last Date and time for bid Submission
1	2	3	4	5	6	7	8	9
1.	498/F-754/Vol -I/CHP-II/PTPS	Complete repair and rewinding of HT Motor, 600 KW, 6.6 KV for Ring Granulator (RG), NGEF make installed at CHP-II, PTPS, Panipat.	30 days	11,000/-	Rs. 1,180/- (Inclusive of GST)	Rs. 1,180/- (Inclusive of GST)	As Mentioned in online Tenders at the portal https://etenders.hry.nic.in .	

- The bidders who does not have contractor ID on HEWP cannot participate in tendering process. Bidders who have contractor ID but have not registered on HEWP can participate in tendering process by paying the earnest money through online payment on the portal.
- Bidders who have contractor ID and are registered on HEWP portal i.e., **<https://works.haryana.gov.in>** & also have deposited one time deposit then they are not required to deposit any earnest money and are eligible for participation in the tender by annexing bid specific Earnest Money Declaration Form as per **ANNEXURE** of the bidding document.
- Interested bidders are encouraged to get themselves registered as contractor on the portal **<https://works.haryana.gov.in>**.
- Interested bidders must have contractor ID on **<https://works.haryana.gov.in>**.
- Cost of tender document fee: **Rs. 1,180.00/-** inclusive of GST (*non refundable*) (to be submitted online).

-sd/-
 Executive Engineer/CHP-II
 For Chief Engineer/PTPS,
 HPGCL, Panipat

	HARYANA POWER GENERATION CORPORATION LIMITED Regd. Office: Urja Bhawan, Plot C-7, SECTOR-6, PANCHKULA. Corporate Identity Number: U45207HR1997SGC033517 Website: www.hpgcl.org.in E-mail:- xenchp2.ptps@hpgcl.org.in
---	--

KEY DATES

1.	Date of Issue of Notice Inviting Bid	:	As Mentioned in online Tenders at the portal https://etenders.hry.nic.in .
2.	Period of availability of Bidding Documents on Website http://etenders.hry.nic.in	:	
3.	Time, Date of Pre-bid Meeting	:	
4.	Deadline for Receiving Bids online	:	
5.	Opening of Bids (Tender Document fee & Earnest Money Declaration Form)	:	
6.	Time and Date for opening of Part-I of the Bid (Technical Qualification Part)	:	
7.	Time and Date of opening of Part-II of the Bid (Financial Part) of the Bidders who Qualify in Part-I of the Bid.	:	
8.	Last Date of Bid Validity	:	
9.	Officer inviting Bids	:	Executive Engineer/CHP-II, For Chief Engineer/PTPS, HPGCL, Panipat Mobile No. 9355869453

-sd/-
Executive Engineer/CHP-II,
For Chief Engineer/PTPS,
HPGCL, Panipat

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

The tender documents of only those bidders shall be considered who fulfill the following eligibility criteria and submit authentic & requisite documentary evidences for as below:

- A) The bidder should be the original equipment manufacturing/supplier (OEM/OEM) or a registered vendor of HPGCL, as per vendor registration policy for the specific category of the work.

OR

The bidder must have experience of having successfully executed work order in HPGCL/NTPC/any SESSs/any PSUs/any Corporations/Central Govt./State Govt./Semi Govt. or in any Thermal/Hydel Plant and other eligibility conditions as given below:

Experience of Execution of Work Order

The bidder must have experience of having successfully executed same/similar type of work consisting complete winding of motors in HPGCL/NTPC/any SESSs/any PSUs/any Corporations/Central Govt./State Govt./Semi Govt. or in any Thermal/Hydel Plant during 07 years ending.

- i) Single order of the value not less than Rs. 5.20 Lacs

OR

- ii) Two orders of the value not less than Rs. 3.25 Lacs

OR

- iii) Three orders of the value not less than Rs. 2.60 Lacs each

B) Turnover:

Bidders shall not have average annual turnover less than Rs. 6.49 lacs including GST, in last 03 consecutive financial years ended.

- C) **Eligibility of the black listed firms to participate in e-NIT:** The firms who have been blacklisted by HPGCL or any other Centre or State Power Utility/Board or Corporation or any other Thermal/Hydro Electricity project shall not be eligible to bid against the e-NIT of HPGCL, however;

- i) In case the blacklisting of the firms is for a specific plant and not for the organization as a whole then such blacklisting will not tantamount to ineligibility of the bidder.
ii) Blacklisting of the firm by any unit of the HPGCL shall be considered as ineligibility of the firm at any other project of HPGCL.
iii) In case any firm was blacklisted for a limited period in past by any organization and presently such blacklisting has removed by such organization then it will not tantamount to ineligibility of the bidder.

- D) The bidder should have PAN No., GST No., EPF & ESI code registration No.

- E) Firm has to certify itself for its eligibility with supporting documents to participate in the e-NIT stating that it is not under any default towards compliances under any of the labor laws presently, however in case at a later stage such certification found wrong then it will lead to mis-representation of the facts and the firm shall be treated as blacklisted on this ground and action shall be taken as per regulations 36 & 37 of the HPGCL Works and Purchase Regulations, 2015.

- F) The contractor should be registered under Contract Labour (Regulation & Abolition) Act, 1970 and possesses a valid labour license from Labour Department of Haryana for deploying the workers on the work or the bidder has to give an undertaking that he will obtain the same within 15 days of issuance of work order, if required.

- G) Originals of any/all documents submitted by bidders while tendering, may be asked for verification at the time of finalizing the tender or anytime thereafter.

- H) A certificate to the effect that the tenderer is not blacklisted from any Public Sector undertakings of Central Govt./State Govt./SEBs/Corporations/any other reputed thermal plant has to be furnished by him.

- I) Decision of the HPGCL regarding fulfillment of pre-qualification requirement shall be final and binding upon the bidders.

-sd/-

Executive Engineer/CHP-II,
For Chief Engineer/PTPS,
HPGCL, Panipat

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

1. **Download of Tender Documents:** The tender documents can be downloaded from the web portal of e-tendering i.e., at <https://etenders.hry.nic.in> or HPGCL's web site www.hpgcl.org.in.
2. **Pre-requisites for online bidding:** In order to bid through online on the portal <http://etenders.hry.nic.in>, the user machine must be updated with the latest Java. The link for downloading latest java applet is available on the Home page of the e- tendering Portal.
3. **Online Viewing of Detailed Notice Inviting Tenders:** The bidders can view the detailed e-NIT and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <http://etenders.hry.nic.in>.
4. **Submission of tender:** The tender shall only be submitted on the centralized e-Procurement Portal i.e., <https://etenders.hry.nic.in>. No any other form of tender shall be entertained.
5. **Bid preparation (Technical & Financial) Online Payment of Tender Documents Fees, e-service fee, EMD fees of online Bids:**
 - i) The Bidders shall have to pay for the Tender documents, EMD Fees & eService 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 over the counter. For online payment guidelines home page of the e-tendering portal <http://etenders.hry.nic.in> may be referred.
 - ii) The Executing Engineer in-charge inviting the bids or its authorized representative will open the bids online on the due date in the presence of the bidders or their representatives who choose to attend at time, date and the place already specified i.e. in the office of Executive Engineer/CHP-II, PTPS, HPGCL, Panipat.
 - iii) The amount, form and validity of the cost of bidding document and Earnest Money furnished with each bid will be announced. If the cost of bidding documents and Earnest Money furnished does not conform to the amount and validity period as specified in the invitation for Bids, and has not been furnished in the form specified above, the remaining technical bids will not be opened and will be disqualified for opening of their financial bids. Similarly for registered bidders, bid not accompanied by the HEWP's Earnest Money declaration form, shall be rejected and technical bid will not be opened.
 - iv) The bidders who does not have contractor ID on HEWP cannot participate in tendering process. Bidders who have contractor ID but have not registered on HEWP can participate in tendering process by paying the earnest money through online payment on the portal.
 - v) Bidders who have contractor ID and are registered on HEWP portal i.e. <https://works.haryana.gov.in> & also have deposited one time deposit then they are not required to deposit any earnest money and are eligible for participation in the tender by annexing bid specific Earnest Money Declaration Form as per **ANNEXURE** of the bidding document.
6. **Key Dates:**
 - i) The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders.
 - ii) The date and time shall be binding on all bidders.
 - iii) All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.
7. If bidder fails to complete the Online Bid Submission stage on the stipulated date and time, his/hers bid will be considered as bid not submitted and hence not appear during tender opening stage.
8. If the tenders are cancelled or recalled on any grounds or due to any technical reason, the tender document fees & e-service fee will not be refunded to the agency. However, EMD shall be refunded.

9. Unless exempted specifically, tenders not accompanied with the prescribed EMD/ Cost of tender shall be rejected. EMD/Cost of Tender shall be in the prescribed mode of payment as asked in the e-NIT otherwise the tender shall be liable to be rejected.
10. The bidder shall insure that payment shall be made at least 02 days prior to last date of submission of the bid.
11. The bidder can revise his price bid any number of times but only before last date of submission of bid. All previous quotes are deleted & only the latest price quoted will be visible to the tender issuing / opening authority on date of opening of price bid.
12. The validity of the tender/ offer shall be for 120 days from the date of opening of the price bid.
13. **Preliminary Information for bidders:** These conditions will over rule the conditions stated in the tenderdocuments, wherever relevant and applicable.
 - a) **Registration of bidders on e-Procurement Portal:** All the bidders intending to participate in the tenders processed online are required to get registered on the centralized e-Procurement Portal i.e., <https://etenders.hry.nic.in> and <https://works.haryana.gov.in>. Please visit these websites for the more details.
 - b) **Obtaining a Digital Certificate:**
 - i) The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India. Certifying Authority (CA) means a person who has been granted a license to issue a digital signature certificate under Section 24 of the Indian IT-Act 2000.
 - ii) A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master/Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website at <https://etenders.hry.nic.in> and click on the available link "Information about DSC".
 - iii) The bidders may obtain Class-II or Class-III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities needs to be obtained for e-filing on the e-Tendering Portal.
 - iv) Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt the data and sign the hash during the stage of bid preparation & hash submission. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).
 - v) In case of online tendering, if the digital certificate issued to the authorized user of a contractor is used for signing and submitting a bid, it will be considered equivalent to no-objection certificate/power of attorney/lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act, 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the contractor in the department tenders as per Information Technology Act, 2000. The digital signature of this authorized user will be binding on the firm.
 - vi) In case of any change in the authorization, it shall be the responsibility of management/partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person/user on behalf of the firm /company. The procedure for application of a digital certificate however will remain the same for the new user.
 - vii) The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.
 - viii) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://etenders.hry.nic.in>.
 - ix) For any help manual please refer to the 'Home Page' of the e-Procurement website at <https://etenders.hry.nic.in>, and click on the available link "Help for

Contractors and Bidder Manual Kit” to see Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Procurement Portal.

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

14. **Tender Closing:** After the submission of bid by the bidders, the bidding round will be closed. Once the online tender is closed, no new Vendor can bid in the tender.

Note:

- a) If bidder fails to complete the Online Bid Submission stage on the stipulated date and time, his/hers bid will be considered as bid not submitted, and hence bid will not appear during tender opening stage.
- b) From the starting date of tender downloading to final date of submission of bid, the bidder can rework on his bid number of times he wants. If bidder submits the revised bid including price bid, original bid will automatically deleted and this revised bid will become original bid. No revised bid will be submitted after Part-I (Technical Bid) is opened.
- c) Complete bid will only be submitted after realization of tender document's fee and EMD.
- d) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <http://https://etenders.hry.nic.in>.
- e) For help manual please refer to the 'Home Page' of the e-Procurement website at <https://https://etenders.hry.nic.in>, and click on the available link 'How to..... ?' To download the file.

15. **Disqualification of the Bidder:**

- i) Even though the bidders meet the prescribed pre qualifying criteria, they are subject to be disqualified, if they have made misleading or false representations in the forms, statements and attachments submitted in the proof of the qualification requirements.
- ii) Notwithstanding anything stated above, HPGCL reserves the right to assess the tenderer's capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of HPGCL. The decision of HPGCL in this regard, will be final.

16. **Inspection work at site:** Before tendering, the tenderer is advised to inspect the work at site & the environment and make acquaint with actual work and other prevalent conditions, facilities available, position of material and labour. No claim on this account, whatsoever, shall be entertained afterwards.

17. Tenders through Fax/e-mail/telegraphic tenders shall not be considered. Incomplete, obscure or irregular tender is liable for rejection.

18. The Bidders shall supply partnership deed in case of partnership contractor /Memorandum of association and Article of Association in case of a company.

19. The contractor should fill statement of bidders as per given Annexure, and submit authentic supporting documents for proving its credential.

20. The offer/tender should be typed or written in ink. Offer/tender written in pencil shall be ignored. No alterations, omissions, erasers or whitening, additions or rewriting shall be permitted. Changes if any, shall be affected only by cancelation of original writing by striking and rewriting it alongside duly initialed by the person signing the bid. In case, there is a discrepancy between the amounts in figures and in words, the amount in words will govern. The price must be quoted in Indian rupees and any mistake in calculating the rupee price will not justify the claim for increase in prices.

21. The application for bidding along with the terms & conditions of the contract and its Annexures should be submitted in duplicate duly filled up completely and signed on each page by the tenderer. Work offered, all technical terms & conditions/scope of work should be strictly according to the specifications laid down in the e-NIT. Unless a deviation from the specifications is pointed out by the tenderer specifically, it will be presumed that offer/tender conforms to the specifications as laid down in all Annexures.

22. Tenders should comprise of two parts i.e., PART-I (Technical Bid) & PART-II (Price

Bid) addressed to Executive Engineer/CHP-II, PTPS, Panipat.

a) **PART-I i.e., Technical bid Document (named as Technical Envelop):**

- i) It shall comprise of qualifying documents, General Conditions of contract, Technical Particulars & Credentials in support of qualifying criteria, detail of Tender documents fee, Earnest money deposited & e-Service Fee online deposited except the rates to be quoted and deviations if any, will be opened on due date & time.
- ii) The file containing the PART-I of the bid will be opened first.
- iii) The bids shall be evaluated by tender scrutinizing/evaluation committee which will generated online on the portal.
- iv) As per system/portal online settings, the PART-II i.e., price bid cannot be opened on that date. Submission of bids will be preceded by submission of the digitally signed & sealed bid (Hash) as stated in the time schedule (Key Dates) of the Tender.
- v) The Executing Engineer In-Charge shall hoist the result of technical evaluation of the bids along with the reasons for rejection of PART-I of the bid (Technical bid) on the website. The due date and time for opening of Price Bid (PART-II) shall be informed later on.
- vi) The tender documents shall be downloaded & its print outs may be taken accordingly. The tender opening committee members shall put their dated initials on all the pages and also encircle the rates quoted under their dated initials. Any alteration or cuttings in the rates and / or any important terms & conditions, noticed at the time of opening of tenders, shall be specifically recorded by indicating the finally quoted rate in figure as well as in words.
- vii) The technical bid will be evaluated on the basis of the documents submitted online by the bidders. Clarification can also be sought upto the extent of clearing any doubt for the documents already submitted online by the bidders. Immediately, on receipt of these clarifications, the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration.

b) **PART-II i.e., Rate Quoting Sheet / Price Bid / Bill of Quantities (BOQ):**

- i) It shall comprise of Price Bid / Bill of Quantities (BOQ) only and will be opened at a subsequent date to be fixed by the competent authority only of those bidders who qualifies the e-NIT Tender PART-I qualifying requirements after checking, scrutinizing and evaluated by the committee.
- ii) The Basic unit rate excluding GST is required to be quoted only by the firm in the online commercial envelop i.e., price bid/BOQ. The total amount including GST (as per applicable rate at that that time) will be calculated automatically by the system.
- iii) The bidder's names, the Bid prices, the total amount of each bid and such other details as the Executing Engineer In-Charge may consider appropriate will be notified at the time of bid opening.
- iv) Suo-moto revised price bid/supplementary PART-II will not be accepted after the last date of submission of the tender. However, in case revised price bid is submitted by the bidder Suo-moto but prior to the due date of submission of the tender, then the revised price bid only, shall be considered and opened by the concerned authority.

23. Rates shall be quoted by the tenderer through online strictly as per format of price bid supplied online. No deviation in terms shall be allowed.
24. The work as a whole will be allotted to a single firm whose overall quoted/equated prices are lowest for the complete work.
25. The quoted rates shall remain firm during the contract period including extension period (if any). Ordinarily the deviation in terms shall not be considered.
26. No provision for price escalation is made on any account. The price quoted by the tenderer shall be firm till the contract is completed. The tenderer's acceptance of this condition should be indicated along with the Bid. Rates shall be quoted by the tenderer in concurrence with rate quoting sheet. Ordinarily the deviation in terms shall not be considered.
27. The rate negotiations shall be held as per Haryana state government negotiation policy in vogue.
28. The negotiations against the quoted rate could be held with the respective bidders as per latest policy of HPGCL/Govt. of Haryana.

29. No deviation shall be allowed. However, in case of deviation of taxes etc., the same be loaded for comparison purpose.
30. The bidders/contractors shall observe the highest standards of ethics during the submission of tender and execution of contract. In case of evidence of cartel formation by the bidder(s) EMD is liable to be forfeited.
31. The bidder shall bear all costs including bank charges, if any, associated with the preparation and submission of his bid and the bidder will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
32. Purchaser/HPGCL reserves the right to cancel the e-NIT or to change/modify the tender as a whole or in parts or to reject any or all the tenders so received without assigning any reason and will not be responsible & will not pay for any expenses or losses that may be incurred by the tenderer in preparation of the tenders/offers.
33. In case due dates of opening of tender happens to be holiday in PTPS/HPGCL, the needful will be done on next working day.
34. Any other statutory taxes/levies, if to be charged extra, should be clearly indicated by tenderers in their offer separately and to be attached, failing which it will be presumed that their quoted price are inclusive of all such statutory taxes / levies.
35. All other relevant information related the contract can be taken from the office of Executive Engineer/CHP-II, PTPS, HPGCL, Panipat (or through email id: xenchp2.ptps@hpgcl.org.in) on any working day prior to last date of submission of tenders.
36. A committee nominated by HPGCL shall evaluate all the bids for fulfilment of qualifying criteria.

-sd/-
Executive Engineer/CHP-II,
For Chief Engineer/PTPS,
HPGCL, Panipat

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

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

Note:

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

The following are exempted from depositing the earnest money: -

- i) Central/ Haryana state government agencies applying in response to the tender. Provided further that the provision of this regulation may not apply to a public sector undertaking of the central/ Haryana state government with whom separate terms regarding security deposit, if any, may be negotiated/ provided for.
 - ii) Firms borne on DGS&D /DS&D Haryana rate contracts. The exemption shall be for the specified items which are available on DGS&D/ DS&D rate contract.
 - iii) Firms registered with the Director of Industries, Haryana or registered with National Small Industries Corporation, Govt. of India.
 - iv) Firms borne on the HPGCL's approved list of suppliers which may have made a permanent earnest money deposit of Rs.10.00 Lacs for quoting at the respective Project/office of HPGCL, or Rs. 20 Lakh for quoting anywhere in HPGCL, if they quote the Registration number given by the respective project/office of HPGCL in their tender papers.
 - v) Tender fees is exempted for only Haryana based Micro, Small & Medium industrial Enterprises only as extended by Haryana Govt. in O/o No.: 2/2/2016-4IBII (1) Dated: 20.10.2016.
 - vi) No relaxation will be allowed to firms for exemption in Tender Fees and EMD fees other than firms detailed above. All firms are requested to deposit E-service Fees, Tender Fees and EMD fees online failing which tender shall liable to be rejected.
 - vii) Bidders who have contractor ID and are registered on HEWP portal i.e., <https://works.haryana.gov.in> & also have deposited one time deposit then they are not required to deposit any earnest money and are eligible for participation in the tender by annexing bid specific Earnest Money Declaration. Form as per Annexure of the bidding document.
 - viii) Bidders seeking EMD exemption on the basis of their NSIC registration certificates must ensure that their NSIC certificates must be valid on the last date of submission of tender failing which no EMD exemption shall be granted.
3. **Guideline for Online Payments in e-tendering.**
Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing). Bidder shall proceed to select the tender he is interested in. On the respective Department's page in the e-tendering portal, the Bidder would have following options to make payment for tender document & EMD:
a) Debit Card b) Net Banking c) RTGS/NEFT
 4. **Operative Procedures for Bidder Payments:**
 - a) **Debit Card:** The procedure for paying through Debit Card will be as follows.
 - i) Bidder selects Debit Card option in e-Procurement portal.
 - ii) The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.

- iii) Bidder clicks on “Continue” button
- iv) The e-Procurement portal takes the bidder to Debit Card payment gateway screen.
- v) Bidder enters card credentials and confirms payment
- vi) The gateway verifies the credentials and confirms with “successful” or “failure” message, which is confirmed back to e-Procurement portal.
- vii) The page is automatically routed back to e-Procurement portal
- viii) The status of the payment is displayed as “successful” in e-Procurement portal. The e- Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same,
- ix) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.
- b) **Net banking:** The procedure for paying through Net banking will be as follows.
 - i) Bidder selects Net banking option in e-Procurement portal.
 - ii) The e-Procurement portal displays the amount to be paid by bidder.
 - iii) Bidder clicks on “Continue” button
 - iv) The e-Procurement portal takes the bidder to Net banking payment gateway screen displaying list of Banks
 - v) Bidder chooses his / her Bank
 - vi) The Net banking gateway redirects Bidder to the Net banking page of the selected Bank
 - vii) Bidder enters his account credentials and confirms payment
 - viii) The Bank verifies the credentials and confirms with “successful” or “failure” message to the Net banking gateway which is confirmed back to e-Procurement portal.
 - ix) The page is automatically routed back to e-Procurement portal
 - x) The status of the payment is displayed as “successful” in e-Procurement portal. The e- Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same.
 - xi) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.
- c) **RTGS/ NEFT:** The bidder shall have the option to make the EMD payment via RTGS/ NEFT. Using this module, bidder would be able to pay from their existing Bank account through RTGS/NEFT. This would offer a wide reach for more than 90,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.
 - i) Bidder shall log into the client e-procurement portal using user id and password as per existing process and selects the RTGS/NEFT payment option.
 - ii) Upon doing so, the e-procurement portal shall generate a pre-filled challan. The challan will have all the details that is required by the bidder to make RTGS-NEFT payment.
 - iii) Each challan shall therefore include the following details that will be pre-populated:
 - a) Beneficiary account no: (unique alphanumeric code for e-tendering)
 - b) Beneficiary IFSC Code:
 - c) Amount:
 - d) Beneficiary bank branch:
 - e) Beneficiary name:
 - iv) The Bidder shall be required to take a print of this challan and make the RTGS/NEFT on the basis of the details printed on the challan.
 - v) In the event, bidders making the payment on the last day and same is not available for the bidders for validation on account of any reason whatsoever, Department, its banker or e-procurement service provider or payment gateway service provider would not be held responsible in any manner. In such cases, the bidders may not able to submit the tender.
 - vi) Post making the payment, the bidder would login to the e-Tendering portal and go to the payment page. On clicking the RTGS / NEFT mode of payment, there would be a link for real time validation. On clicking the same, system would do auto validation of the payment made.

-sd/-

Executive Engineer/CHP-II,
For Chief Engineer/PTPS,
HPGCL, Panipat

GENERAL TERMS & 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 seven days of receipt of work order. Cost of stamp paper would be borne by the contractor.
2. **Rate/Contract Price:** Rate shall be quoted by the bidder, strictly as per rate quoting sheet (ANNEXURE-XV) and the agreed contract price shall remain firm during the currency of the contract. Any statutory taxes/levies, if to be charged extra, should be clearly indicated by tenderer in their offer separately, failing which it will be presumed that the quoted prices are inclusive of all such statutory taxes/levies.
3. **EMD and Security deposit:**
 - a. Every tenderer, while submitting his tender, shall deposit the earnest money specified in this e-NIT by the way (methods) as specified in ANNEXURE-III above (Information for payment regarding submission of EMD, e-service fee & tender document fee), without which the tender shall be rejected forthwith.
 - b. The earnest money furnished by the successful tenderers 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.
 - c. The EMD of the un-qualified bidders will be returned without any interest, as promptly as possible, within 30 days after declaration of qualification result and that of unsuccessful bidder within 15 days of the execution of the contract with the selected bidder.
 - d. The security deposit shall be 10% of the contract value in all the cases. The deduction of the security deposit shall be according to the nature of contract. The deduction shall be regulated as per following:
 - i) Security deposit @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.
 - ii) The security deposit of the contractor shall be retained by HPGCL for faithful execution of the contract.
 - iii) Security deposit shall be released only after completion of entire period of the contract and after completion of 30 days of Guarantee/Warranty period, on the certificate of Engineer In-charge/EIC for successful completion of Guarantee/Warranty period and submission of requisite documents like last EPF/ESI return and other requisites documents by the contractor.
 - iv) No interest shall be paid on EMD/Security Deposit for the period it remains deposited with HPGCL.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 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.
 - vii) If the work is not started as per the instruction in LOI/WO or in case of any failure on contractor's part to honour contractor's commitment given in the tender, it will be treated as a default and in that case his earnest money/security will stand forfeited by HPGCL.

4. **Payment Terms:** 100% payment of the contract value shall be released against appropriate bill of the contractor and after satisfactory completion of the work by deducting 10% security deposit and statutory deductions.
 5. **Mode of Payment:** Payment shall be released by the DDO'S through RTGS/NEFT. The contractor shall supply complete bank details viz. Name of Bank/ Branch, Account number, Type of account, IFSC code etc. to Sr. Accounts Officer/ Accounts Officer.
 6. **Completion Period:** The work shall be completed within 30 days from the date of issue of LOI/Work order unless otherwise directed through written communication.
 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/Deduction:** Time is essence of the contract. The contractor shall ensure timely completion of job as per stipulated completion period. In case of delay in completing the work/Job the penalty for delay will be imposed @1% of total contract value per week or part thereof subject to maximum of 10% of the contract value.
 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 the bill in triplicate to the Executive-in-charge along with the followings:
 - 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 point no. iii) below.
 - iii) Certificate from the Engineer in-charge that,
 - a) Work has actually been done as per the contract and to the entire satisfaction of EIC.
 - b) The record entry of the work done has been taken in the small measurement book (SMB) at page no. _____ on dated _____.
 - c) No penalty is leviable on the contractor on any account as per the contract if leviable the amount of penalty is _____.
 - d) Copy of protocol and certificate for stage payment, if required.
- Note:** Documents attached along with the contractor bill should be referred in the forwarding letter of the executive office forwarded the bill for pass and payment.
- i) The Contractor will provide the undertaking regarding deposition of GST collected from HPGCL with Bills.
 - ii) Tax invoice shall be raised by contractor/service provider which should contain invariably their GST registration no., HSN code, place of business with address and a unique Invoice number suffix with PTPS so that the invoice could be distinguish with other place of business of HPGCL i.e. PTPS, DCRTTP, RGTPP, FTPS, Corporate office.
 - iii) Present rate of GST is 18% and will be governed as per the GST rules as applicable from time to time. Further, the Standard Operating Procedures (SOP) to be followed to monitor the GST compliance under GST & TDS provisions and taxes shall be governed as per the rules applicable from time to time.
 - iv) GST shall be payable as per applicable as per rules.
 - a) Certified that transactions on which tax has been claimed will be included in the return to be submitted to the GST authorities for assessment of GST and the amount claimed from the HPGCL shall be paid to the GST authorities.
 - b) Certified that the work on which GST has been charged have not been exempted from GST Act or rules made there under. The charges on account of the GST on these goods are correct under the provisions of the relevant act or rules made there under.
 - c) Certified that we shall indemnify to HPGCL in case it is found at a later stage that the incorrect payment has been recovered on account of GST by us.
 - d) Certified that we are registered as dealer in GST vide GST No.
 - v) **For Compliance of GST:** The following undertaking on the firm's letter is required to submit along with the bill.

- a) GST registration is valid on date.
- b) No default has ever been made by the firm in filling the various GST returns and deposit on GST dues with the department.
- c) The firm having multiple registrations under GST will submit undertaking for each & every GST number. A default under a GST number even if the GST number pertains to some other state. Will make the firm ineligible to participate in tender.
- d) Vendor will submit copies of GSTR I and GSTR 3B/challan as evidenced to deposit of GST with certification the 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 return filed (date of filing of return) includes the transitions of supply of Good or/and services to HPGCL.
- e) Vendor will inform immediately the HPGCL about initiation of any proceeding (if any) against him under the GST laws which may result in suspension or cancellation GST number of the vendor.
- f) Undertaking to indemnify the HPGCL in case of any financial implication on HPGCL due to non-compliance of prescribed obligation under the GST Law on part of the firm.
- g) Copies of GSTR 1, GSTR 2A and GSTR 3B alongwith copies of invoices raised to HPGCL, duly reconciled with three returns to be submitted before release of the security.
- h) In case of failure at the end of firm regarding deposit of tax and in complying with conditions mentioned at above, HPGCL will have right to recover the GST amount in default along with interest & penal amount and deposit the same directly with GST department on behalf of vendor to the credit of HPGCL.
- i) Vendor will undertake to immediately inform the HPGCL about any amendment in the GST certificate and to immediately submit the updated registration certificate.
- j) Submit a undertaking in case of firm is not generating e-invoice in following format:- We M/s _____ having PAN _____ and GSTIN Registration Number _____ hereby undertake that out Aggregate Turnover (as per Section 2(6) of central Goods and Services Tax Act, 2017) for FY 2019-20 does not exceed the prescribed threshold (as on the date of this declaration) for generation a Unique invoice Registration Number (IRN) and QR code as per the provision of Central Goods and Services Tax Act, F2017 and rules there under (GST Law). Further, we also undertake that if the aggregate turnover of M/s. _____ exceeds the current threshold or revised threshold notified by Government of India at any future date, then we shall issue invoice and credit note in compliance with the required provisions of GST Law. In case of any queries from the any state or centre Goods and Services Tax authorities M/s. _____.

Your Truly,

For M/s _____

Authorized Signatory Name: Designation.

9. **Performance Bank Guarantee:** Unless agreed otherwise, contractor shall submit bank guarantee of the nationalized bank equivalent to 10% of total contract value in the prescribed Performa valid up to one month after completion of warrantee period, on issuance of Letter of Acceptance/LOI to proceed the work.

10. **Warrantee:**

- i) The contractor shall provide warranty for the workmanship of the work done for a period 12 month from the date of completion of work/ 18 months from the date of commissioning of equipment(s) after overhauling whichever is earlier.
- ii) During this period if some equipment(s), which have to be attended by the contractor, is found to be defective, the same will have to be attended again without any additional charges to HPGCL. In such cases, warranty period shall start from the date of such repair/rectification. In cases 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.

11. **Force-majeure:** The delay in the completion of the work may be treated as force majeure to the contractor only if:
 - a. The delay is resulted from any causes arising out of compliance with regulations, orders or instructions of the Central or State Governments, acts of God, acts of Civil & Military authority, fires, floods, strikes, lock-outs, freight embargoes, war- risk riots and civil commotion.
 - b. The contractor's request for extension of the delivery period along with all necessary evidence comes, before the expiry of the schedule date(s) of delivery.
12. **Idle Labour Charges:** Not applicable.
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 & ward of T&P and other material will be responsibility of the contractor.
15. **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.
16. **Statutory Deductions:** Statutory deduction on account of Income Tax and GST Act etc. shall be made at source from the bills of the contractor at the prevailing rates.
17. **Factory Act/Minimum Wages Act / Insurance Act / EPF Act etc.:** Not applicable.
18. **Insurance of Workers:** The contractor will be solely responsible for any liability for their workers in respect of any accident, injury arising out and in course of contractor's employment. To meet their aforesaid obligation under the workmen Compensation Act. The contractor shall obtain W.C. Policy from the Insurance Company for the persons employed by them for carrying out the work. The premium payable for the aforesaid Insurance Policy shall be borne by the contractor. The contractor shall ensure that the said Insurance Policy of this insurance cover is required to be submitted by the contractor to Engineer-in-charge of work immediately after issue of LOI, but before the start of work.
19. Immediately at the commencement of the work, a Group Insurance Policy of appropriate value valid for the term of the contract in respect of all the workers, supervisors and all types of labours deployed on the work under Workman Compensation Act 1923 shall be obtained by the contractor to cover up the risk of Injury/Death/Fatal & Non-Fatal Accident. The contractor shall be fully and wholly responsible for any miss-happening i.e., Injury/Death/Fatal & Non-Fatal Accident etc. happened to him /their employee/worker/cleaning labour/any other labour engaged at site during performance of the work under the contract and HPGCL shall not entertain any claim on this account. However, if HPGCL is forced to pay any compensation to any workman employed/engaged by the contractor, amount so paid shall be recovered from the contractor from his pending dues against this contract or any other contract with the HPGCL.
20. **Safety Rules:** Firm shall have to comply with all the provisions of safety rules. The Safety officer may impose penalty of Rs. 200/- per day per head if the workers of contractor are found to be working carelessly without proper protective equipments in unsafe conditions. Against violation of any other clause, a penalty of Rs. 500/- per violation (minimum) shall be levied. In case of repeated violation of very serious nature resulting in various serious accident or direct loss to the corporation/ threatens to cause severe consequences, higher penalty rate may be imposed including suspension/ termination of the contract. If any action is initiated by the 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 deemed fit shall be initiated against the contractor.
21. **Arbitration:** All matters, questions, disputes, differences and/or claims arising out of and/or concerning, and /or in connection with, and /or in consequence of, and /or relating to the contract whether or not obligations of either of both the Supplier and the Corporation under that contract be subsisting at the time of such dispute and whether or not the contract has been terminated or purported to be terminated or completed, shall be referred to the sole arbitration of MD, HPGCL or an officer

appointed by the MD, HPGCL as his nominee. The award of the Arbitrator shall be final and binding on both the parties to the contract.

The objection that the Arbitrator has to deal with the matters, to which the contract relates, in the course of his duties or he has expressed his views on any or all of the matters in dispute or difference, shall not be considered as valid objection.

The arbitrator may, from time to time, with the consent of the parties to the contract enlarge the time for making the award. The venue of the arbitration shall be the place from which the acceptance of offer is issued or such other place as the Arbitrator, in his discretion, may determine.

All arbitration proceedings under this regulation shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 and the Rule there under, with any statutory modification thereof for the time being in force.

22. **Law 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.
23. **Jurisdiction of Courts:** The courts of the place from where the acceptance of tender has been issued shall alone have exclusive jurisdiction (in this case Panipat) 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 contractor/ contractor under the contract (including security- deposit returnable to the contractor) may be appropriated by the HPGCL and set-off against any claim of the Corporation for the payment of a sum of money arising out of under that or any other contract entered into by the contractor/ contractor with the HPGCL.
25. **Subletting and Assignment:** The contractor shall not, sublet, transfer or assign the contract or any part there of or interest therein or advantage thereof in any part thereof in any manner whatsoever without prior consent of the Purchaser/HPGCL.
26. **Validity of contract:** The period of contract shall be for 30 days from the date of issue of LOI/Work order whichever is earlier. The contractor should be able to mobilize his resources within 24 hrs. if necessity arises. Contractor will be bound to take over the work from the date of start of contract on "As is where is basis".
27. **Engagement of adequate manpower:** Manpower with necessary qualification & experience shall be deployed by the contractor. The contractor shall immediately remove any person employed on the work, which is not suitable for any work or whose misbehavior causes any nuisance/creates hindrance in the smooth working of the plants in the opinion of the Engineer-in-Charge. Such person shall not be re-employed or allowed on the work without the prior written permission of the Engineer-in-Charge. Further, contractor is liable to provide suitable replacement of such person immediately.
28. **Authorized Representative:** The contractor 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.
29. **Transportation:**
 - a) **Material Transportation:** The contractor shall make his own arrangement for transportation of the material from O&M stores to site stores/site of work, from site of work to O&M workshop, if required, and return of scrap back to stores. The contractor shall thoroughly clean the site immediately after completion of maintenance work by removing the scrap etc. from the site of work. The contractor shall also carry out the work of loading/ unloading of material being sent for repairs/fabricated or received after repair/fabricated/purchase to/ from outside of PTPS by his own means.
 - b) **Manpower Transportation:** 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.
29. The contractor employees should not be deemed to be in the employment of HPGCL for any purpose whatsoever. The contractor will abide by the rules, laws and regulations that may be enforced from time to time regarding the employment conditions of service of their employees. Under no circumstances whatsoever, HPGCL would be held responsible to the labour of the contractor. HPGCL will have the right to pass on the responsibility on the contractor together with any expenses

- incurred by HPGCL as a result of certain dues (directed by any statutory authority) on the part of employees of the contractor. HPGCL will be entitled to recover/ claim dues/compensation from the contractor.
30. **Loss to plant during execution:** Any damage or loss caused to plant equipment or any third party etc. during execution of the contract and loss caused to HPGCL, or any other agency, due to omission or commission on part of his employees for causing any loss, damages or inconvenience to HPGCL will be made good by the contractor.
31. **Preservation & storage of material:** All the material issued to the contractor by the HPGCL or brought by the contractor for its bonafide use shall be stored and preserved against any loss/ damage/ shrinkages or deterioration in any form. Any damage/ losses suffered on this account shall be considered as loss due to willful negligence on Part of the contractor and shall be liable to compensate HPGCL for these losses suffered at penal rates to be determined by the HPGCL. The rates charged for the purpose of recovery shall be final and binding on the contractor.
32. **Engineer-in-Charge (Not below the rank of Assistant Engineer for respective work):**
- a) The Engineer-in-Charge shall have the general supervision of the work. The work shall have to be started by the contractor as per the instruction of Engineer-in -Charge or his authorized representative or issue of LOI/Work Order.
 - b) The decision of Engineer-in -Charge shall be final in regard to all matters relating to the jobs of the contract.
 - c) The execution of work has to be carried out under all weather conditions and at all sites of PTPS. The contractor may have to carry out jobs and work round the clock, as per the requirement to be decided by Engineer-in-Charge.
33. **Tools & tackles and consumables:** The Contractor shall make his own arrangement for sufficient number of required tools & tackles and consumables etc. for execution of contract.
34. Vehicles deployed by the contractor as per site requirement shall be registered with transport department and the drivers deployed shall have valid license. Vehicle declared unfit shall be removed immediately and healthy vehicle with fitness certificate shall be deployed. Vehicles deployed should meet the ISO/pollution norms requirement.
35. HPGCL will have power to make any alteration, addition, deletion or substitutions for the original specifications and instructions which may be considered necessary during the progress of work and will not invalidate the contract and same will be binding on the contractor. Any additional work due to some modifications necessary for smooth running of Panels will be carried out by the contractor without any extra cost. This additional work will be limited to existing set up only.
36. **Income Tax:** Income Tax and any other statutory levy imposed by the Govt. at the prevailing applicable rates under the income tax act or any other Govt act shall be deducted at source from the monthly running bills. The contractor shall submit self-attested copy of PAN card.
37. **GST:** GST will be paid/reimbursed extra if it is levied on the services provided by the contractor and specifically demanded for the same in his offer. However, due to not claiming of GST from the HPGCL, contractor cannot escape from his liability to the Govt. against the taxable service. Further, the Standard Operating Procedures (SOP) to be followed to monitor the GST compliance under GST & TDS provisions and taxes shall be governed as per the rules applicable from time to time.
38. **Scrap deposition:** The scrape shall be segregated item wise and same shall be returned in (O&M) store/Site store, PTPS.
39. **Termination of contract:**
- a) If the performance of the contractor is not found satisfactory HPGCL will serve a notice of 15 days to the contractor to improve the performance failing which HPGCL has the right to terminate the contract without any compensation.
 - b) HPGCL also has the right to get the job done from a third Party at the risk and cost of the contractor till the expiry of the period of contract and debit the cost plus 15% of the cost to the first contractor's account.
 - c) HPGCL has a right to terminate the entire contract or part/any portion of it/ any activity at any time or at any stage without assigning a reason after giving a notice of one month.

40. **Short Closure of contract:** The contract can be short closed fully or partially with advance notice of 15 days on the discretion of HPGCL.
41. **Test & Inspection:** Inspection physically shall be done at firm work place or site after receiving the material at PTPS.
42. The terms and conditions not specified in the tender shall be governed by “HPGCL works and purchase regulations, 2015 & amendments or prevailing at that time” which are available on HPGCL website i.e., www.hpgcl.org.in.

-sd-

Executive Engineer/CHP-II
For Chief Engineer/PTPS
PTPS, HPGCL, Panipat

DESCRIPTION OF MOTOR

Equipment Name : Ring Granulator (Crusher)
Motor Capacity : HT Motor, 600 KW, 800 HP, 6.6 KV
Speed : 747 rpm
Current Ampere : 72A
Insulation Class : F
Frame : AVMW 110 MK8
Bearing (DE) : NU-328
Bearing (NDE) : 6326
Make : NGEF make

-sd/-

Executive Engineer/CHP-II,
For Chief Engineer/PTPS,
HPGCL, Panipat

SCOPE OF WORK

Stator:

1. Removal of end cover.
2. De-brazing of series joints of coils.
3. Removal/dismantling of stator slot wedges.
4. Cutting the typing and lacing of overhang portion of all the coils.
5. Taking out all the coils from the stator slots.
6. Cleaning & varnishing of the stator slots.
7. Checking the stator core for re-staggering of stator slots.
8. Hot spot testing of complete stator core.
9. Rewinding of motor with newly fabricated & tested coils from H class, electrolytic copper grade Super Enameled Double fiber glass coated conductor as per original dimensions for making & forming of set coils.
10. Insulation Scheme
 - a. The slot portion of the coils should be press molded with samicatherm tape of reputed make. Conductive and semi conductive paint of reputed make shall be applied on the slot portion for corona discharge.
 - b. Both the overhang portion of the coils is to be insulated by applying multiple layers of Semi-caflex tape of reputed make.
 - c. The newly fabricated coils are to be preheated, impregnated with H class varnish and baked in temperature controller oven.
11. Providing & fixing of new spacers, packers, cleats, slot wedges fabricated from Epoxy glass.
12. Tying and lacing of overhang portions of all the coils on both ends of stator winding with Glass cord/sleeve.
13. Making & silver brazing of all the series and end connections. Providing the insulation on these joints with H class resin rich mica tapes.
14. Drying out of the complete stator winding.
15. Applying of Red Epoxy Gel Coat of Dr. Back make or better one by spraying to the complete stator winding for water proofing after complete rewinding of the motor.
16. Drying out of the complete stator winding after the Gel coat.
17. Providing of leads made of single core flexible copper with annealed tinned strands of original size up to the terminal box (if required). These leads should be having but insulation or other or other better grade, weather proof, rubber insulation with cotton/glass braiding suitable for 6.6 KV AC or more.

Rotor

1. Thorough cleaning of rotor with steam & soap to removal carbon, rust etc.
2. Complete drying out of rotor.
3. Complete varnishing of rotor with suitable varnish.
4. Checking the rotor for electrical and mechanical defects. Rectification of the petty defects, if any.
5. Checking the run out of rotor and removing the same, if any.
6. Checking of DE & NDE bearing housing along with bearing seats and repairs the same, if required.
7. Dynamic balancing of rotor after fitting all the rotating parts along with the motor.
8. Replacement of both DE & NDE bearings of motor (Bearings will be supplied by HPGCL free of cost. However, the old damaged bearing will be returned by the firm to HPGCL).
9. Filling fresh grease in the bearings.

General

1. All the newly fabricated coils will be tested at 18 KV AC (or equivalent DC) at slot portion and at 15 KV AC (or equivalent DC) at the overhang portion for one minute in the presence of HPGCL's representative. In case of one or more coil fail during the H.V test, the same will not be used for rewinding of the motor. These coils shall be destroyed by cutting them into pieces in the presence of HPGCL's representative. Therefore, spare coils are to be kept in reserve/get fabricated in advance in order to avoid delay on this account.
2. H.V test on complete rewound stator will be carried out at 14 kV AC (or equivalent DC) for one minute.
3. Assembly of complete motor.
4. Painting of motor body with enamel paint of smoke gray shade of some reputed make.
5. Copper scrap shall be retained by the firm.
6. Replacement of heat proof leads. Wires and space heaters.
7. Missing/damaged nuts, bolts etc. Wherever required shall be provided by the firm.
8. Complete assembly of motor, along with fan and fan covers/guards.
9. Recording the IR value and winding resistance of all the phases.
10. Checking & fitting of BTD/RTD and termination of the same on TB's.
11. Optional work end cover (both)
 - a. Repair of end cover (both)
 - b. Repair of Rotor bearing seat
 - c. Restaggering of Stator core 100%

NOTE:

1. Any other work required to complete the job shall be included in the scope of work of the contractor.
2. To and fro transportation of motor and its spares shall be borne by the firm.

-sd-

Executive Engineer/CHP-II
For Chief Engineer/PTPS
PTPS, HPGCL, Panipat

IMPLEMENTATION OF LABOUR LAWS BY THE CONTRACTOR:

- I) **Registration of Establishment (PTPS) and obtaining the labour License/Renewals.**
 The registration of Panipat Thermal Power Station with the list of working Contractor is required under Section-7 of contract Act, 1970. the name of working contractor must be on the list of contract otherwise he (contractor other then included in the list of contractor attached with the Registration of Panipat thermal Power Station, the contractor will ensure the his name on the prescribed Performa is intimated to the centralized Agency by the officer in charge of the work for getting his name including in the said list.
 Further after the needful, the contractor will be under obligation to obtain labour license /its renewal under Section-12 of ibid Act from the Labour Department Haryana Govt. by completing the requisite formalities.
- II) **Payment of wages to the worker deployed on the work Under Section-63 to 73 of contract Labour Act-1970.**
 The contractor will be bound to pay wages to the worker deployed by him on the work as per minimum wages fixed by Labour Department, Haryana Govt. Chandigarh and follow revision from time to tie. He will display on the Notice Board of his site office, the date of making monthly wages payment, which should be on or before 7th of every month. The payment shall be made in currency & coin in the presence of authorized representative of the Principal Employer/ officer from the Labour Department, Haryana Govt. In case of default, the contractor will liable for prosecution under the ibid Act.
- III) **Maintaining the registers and record Under Section-74 to 78 (a to d) of Contract Labour Act-1970.**
 The contractor shall maintain necessary record under the provisions of ibid act viz Register of workman employed (section-75) , issuing of employment Cards (section-76) , Service Certificate(section-77) , Register of wages (section-78), (a) to (d), Attendance Register , Register of over time , Register of deduction, Register of advance, Register of fines, issuing of wages slips etc. the same shall be made available with the site in charge of the work or authorized representative of the contractor for checking / inspection as and when required by the office in charge, PTPS authorities or above Register / 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.
- IV) **Age Limit of the Workers:**
 No Labour below the prescribed limit of age i.e. 18 years and 60 years shall be employed by the contractor in his allotted works.
- V) **Compliance of various Labour Acts.**
 - A) The contractor shall abide by the labour laws required to be followed and he shall furnish and undertaking on NJSP of appropriate value duly attested by the Notary Public to the effect the he will comply with all the Act laws and Regulations as may be applicable with regard to performance of working including Factory Act-1948, Industrial Dispute Act-1947., Employees State Insurance Act-1948, Employee provident fund Act-1952 payment of wages Act-1936, minimum wages Act-1948 contract labour Act-(R&A), 1970 workmen compensation Act-1923 and others rules and regulations as framed by the Central/State Govt. in this regard from time to time.
 - B) The contractor shall also specify in the above Undertaking that all the labour / workmen engaged by him for rendering the service under the contract, will be the employees of the contractor for all intents and purpose and shall have on claim /right on the HPGCL. All the risks, responsibilities and liabilities toward his labour shall be owned by him. The contractor will take such steps as may be directly responsible for any dispute arising between him and his labour/ work and keep the HPGCL and its officer indemnified from and against all losses, damages and claim/liability arising there from. Under no circumstances whatsoever, HPGCL would be held responsible in respect of contractor's worker. In case any expenditure is incurred by HPGCL as a result of certain dues on the Part of the contractor's labour or otherwise, the HPGCL is entitled to recover/ claim such dues /compensation from the contractor `s pending payments bills or through court of law.

- C) Beside the above the contractor shall obtain an affidavit on the non-judicial stamp paper of appropriate value duly signed and witnessed by him under his seal and duly attested by Notary Public from each and every of his individual worker/ employee that will not claim any employment in HPGCL in lieu of service rendered by them to the contractor namely M/s _____ against work order No. _____ dated: _____ and all the dispute, 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 for ARC/AMC).

VI) **Deposit of EPF contribution of the worker along with Employer share:**

It is statutory obligation for the contractor to deduct EPF contribution for the employee drawing wages upto 6500/- per month. The rate of deduction i.e. 12% on the minimum wages fixed on the labour by the Govt. or actual wages drawing (i.e. basic pay + DA + cash value of food concession + leave encashment and deposit the same with his share @ 12 % (8.33% in pension fund and 3.76% in employees contribution) and deposited the same with the EPF department with 1.61% Administrative charge in their allotted EPF Code upto 15th of due month failing which interest and damaged will be charged, Copy of the deposited challan for 25.61 as mentioned above shall be submitted along with running bills in the office of the officer in charge of the work by the contractor. The monthly return on R-I form by mentioning the social security No. of each worker which may be obtained from EPF Department shall also be submitted in the office of Regional Commissioner and copy of the same shall be submitted to the officer in charge of work/Accounts branch. The contractor possessing the EPF Code of out of state of Haryana where R-I form is not applicable / introduced, they supply the form 3A, 6A, 12A, 5, 10 as allocable in that state by the EPF Department. it is responsibilities of the contractor to make the inspection of record of deposit of EPF contribution of their labour from the EPF department and copy of the same will be submitted to the officer in charge of work /Account Branch. The contractor having out of state EPF Code will also get their record inspected from Local EPF office (Panipat).

VII) **Deposit of ESI Contribution of the workers along with Employer share:**

It is statutory requirement for the contractor under ESI Act-1948 that the workers drawing gross wages upto Rs.15000/-. 1.75% contribution is deducted from the wages of such worker and deposit along with Employer share of 4.75% i.e. total 6.5% with the authorized Bank/Branches of ESI Department by the contractor to cover their worker under ESI scheme upto 21st of due month, otherwise, the interest and damage will be charged on deposit of delayed payment. The contractor will get their ESI Code. It is also responsibility of the contractor to get the facilities as provided under ESI scheme, extended to their workers viz issuance of ESI Cards, filling the Return on prescribed Form-6 on due dated i.e. 12 may, 11 November every year in local ESI office, otherwise he will be prosecuted by the ESI Department as provided in the ibid Act. In case of non-issuance of ESI Cards, the workers, will not get the medical facilities / pension benefits to the widow which re provide by ESI Department and contractor will be responsible for consequences.

VIII) **Deposit of Labour Welfare Fund along with Employer share:**

In pursuance of Haryana Govt. Labour Department Gazette Notification Date 4th April, 2007, the contractor are required to deduct labour Welfare Fund @ 5/- from each worker and deposit the same with Employee's share @ 10/- per worker (Total Rs.15/- each worker) with the Welfare Commissioner, Haryana, Chandigarh in shape of demand Draft in their favour along with list of workers for whom the same is being deposited. The copy of proof in this respect shall be submitted along with bills to Officer-in-charge /account Branch.

-sd/-

Executive Engineer/CHP-II,
For Chief Engineer/PTPS,
HPGCL, Panipat

FORMAT OF ACCEPTANCE CERTIFICATE

I _____ of _____ (Name of the _____ Designation Company)
_____ hereby accept all the terms and conditions given in the e-NIT No. _____
_____ **Tender Reference No.:** _____ **and HEWP's Unique**
File No. / DNIT: _____.

For M/s _____

STATEMENT OF BIDDERS

1. Name of bidder_____
2. Address of Head office_____
3. Correspondence Address_____.
4. Legal status_____.
5. PAN & TIN number of Bidder (attach self attested copies)_____.
6. CST no._____.
7. Bank Details

1. Bank name & address _____.

2. Bank Account number_____.

3. Bank Branch code_____.

4. IFSC code of branch_____.

5. Nature of account (Current/saving/OD/CC etc.)_____.
8. Main line of Business

1._____since_____.

2._____since_____.

3._____since_____.

9. Annual Turnover of past three year

Name of Organization	Period	Reference contract of contract	Order value contract wise

10. Any Other

Signature & Stamp of Bidder

STANDARD OPERATING PROCEDURES FOR TAX COMPLIANCE

- A) Standard Operating Procedures to be followed to monitor GST Compliance:**
- 1) ESI/EPF of each employee should be deposited by the contractor on time to the concerned department. A copy of ESI/EPF statement of each and every labour / worker is to be deposited by the contractor with Bill.
 - 2) Contractor shall issue wage slip to each labour / worker every month.
 - 3) **Submission of GST Documents & Compliances to be made by the Contractor:**
 - i) It is to ensure that the all prospective bidders to submit copy of Registration Certificate under GST.
 - ii) The following undertaking (on the letter head of bidder) to be made part of mandatory documents to be submitted by all bidders:
 - 1.1. GST registration no.....is valid on date.
 - 1.2. No default has ever been made by bidder in filling the various GST returns and deposit of GST dues with the department.
 - 1.3. Bidders having multiple registrations under GST will submit undertaking for each & every GST number. A default under a GST number even if the GST number pertains to some other state, will make the contractor ineligible to participate in tender.
In addition, the successful bidder will also submit the following undertakings in addition to above immediately after issue of work order and with the submission of each & every bill unless mentioned otherwise:
 - 1.4. A CA certificate regarding validity of GST registration will be submitted every six months during the tenure of contract.
 - 1.5. Contractor will submit copies of GSTR-I and GSTR-3B/challans as evidence to deposit of GST with certification that GST collected from HPGCL, to be specified in exact rupees, has been paid to Govt. vide this challan (specifying the challan no. & date of deposit) and returns filed (date of filing of return) includes the transaction of supply of Good or/and services to HPGCL.
 - 1.6. Contractor will inform immediately the HPGCL about initiation of any proceeding (if any) against him under the GST laws which may result in suspension or cancellation of GST number of the vendor.
 - 1.7. 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.
 - 1.8. Copies of GSTR-1, GSTR-2A and GSTR-3B along with copies of invoices raised to HPGCL, duly reconciled with three returns to be submitted on quarterly basis.
 - iii) The GST Registration status of contractor will be verified from the official website www.gst.gov.in.
 - iv) The address of contractor, the place from which supplies/work will be made or the invoice will be raised, mentioned in bid document should match with the GST registration number on the department's website. In case contractor is having multiple GST registration numbers, executive to ensure that GST number linked to place of contractor should be submitted to HPGCL.
 - v) Filling status of following returns is to be verified that the returns are being filed by contractor within due dates:

Return	Periodicity of filling	Return for
GSTR1	Monthly	Outward supplies
GSTR2A	Monthly	Its auto populated on GST portal on the basis of GSTR1 filed by vendor.
GSTR3B	Monthly	Payment of GST
GSTR9	Yearly	Compilation of outward and inward supplies/works, made during the FY

- xii) EMD and Securities/Bank Guarantees taken by HPGCL against the work order may be refunded only after payment of GST by Supplier/Vendor which was charged from HPGCL.
- xiii) In case of any issue arises w.r.t. failure by the contractor in GST compliances, all future payments to be put on hold.

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

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

i) HPGCL as a Deductor of tax:

- a) Any tax deducted from payment to any person is a liability of HPGCL and the tax is to be deposited invariably on or before the due date as per ANNEXURE-I by filing challan no. ITNS-281.
- b) Filing of TDS return is mandatory and the return should be filed on or before the due date as per ANNEXURE-I.

The type of return to be filed is as under:

ii) Form Transaction to be reported

24Q - TDS on salaries

26Q - TDS on all payments except salaries

26QC - TDS on rent

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

(i) HPGCL is in receipt of payment net of TDS:

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

(ii) Specified Payments/ Transaction applicable to TDS:

- a) TDS is to be deducted on the specified transaction mentioned under Income tax act. These transactions are given below with their section, limits & rate as per FY 2019-20 i.e., AY2020-21.

Section	Income Type	Limit	TDS Rate In %
192	Salary Income	As per Basic Exemption limit & deduction	—
193	Interest on securities	Rs.10,000	10%
193	Interest on debenture	Rs.5,000	10%
194	Dividend other than listed company	NA	10%
194A	Interest other than on securities by other than Bank/FIs	Rs. 5,000	10%
194H	Commission on brokerage	Rs. 15,000	5%

194I	Rent of Land, Building and Furniture	Rs. 2,40,000	10%
194I	Rent of plant & machinery	Rs. 2,40,000	2%
194IB	Rent	Rs. 50,000 per month	—
194IA	Transfer of immovable property other than agriculture land	Rs. 50lakh	1%
194C	Payment to contractor /subcontractor (single transaction)	Rs. 30,000	2%
194C	Payment to contractor during the year	Rs. 1,00,000	2%
194J	Professional fees/Technical fees etc.	Rs. 30,000	10%

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

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

FORMAT-A

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

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

Yours Truly,
For M/s.....

Authorized Signatory Name: Designation:

FORMAT-B

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

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

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

Yours Truly,
For M/s.....

Authorized Signatory Name: Designation:

FORMAT-C

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

- 1.2. I undertake to submit a CA certificate regarding validity of GST registration on every six months during the tenure of contract.
- 1.3. I undertake to submit copies of GSTR I and GSTR 3B/challans as evidence to deposit of GST with certification that GST collected from HPGCL, to be specified in exact rupees, has been paid to Govt. vide this challan (specifying the challan no. & date of deposit) and returns filed (date of filing of return) includes the transaction of supply of Good or/and services to HPGCL.
- 1.4. I undertake to inform immediately the HPGCL about initiation of any proceeding (if any) against me/my contractor under the GST laws which may result in suspension or cancellation of GST number of the Vendor.

Yours Truly,
For M/s.....

Authorized Signatory Name: Designation:

FORMAT-D

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

- a) Certified that we are registered as taxable person under GST Act, our GST no. is ----- -- and which is active as on-----.
- b) Certified that bill for the month of-----in which GST has been claimed, is included in all the GST returns submitted by us to the GST authorities.
- c) Certified that we shall deposit the amount of GST collected from RGTPP/HPGCL to the Government exchequer within the time specified under the GST Law.
- d) Certified that the goods/services on which GST has been charged have not been exempted from GST under GST Act. The rate/amount of GST in these goods/services is correct under the provisions of the GST Act.
- e) We give Undertaking-cum-indemnity bond to RGTPP/HPGCL that we shall indemnify to RGTPP/HPGCL for any loss sustained in case we does not deposit the GST to the government exchequer, which it has recovered from the M/s HPGCL as tax.

Yours Truly,
For M/s.....

Authorized Signatory Name: Designation:

Format-E

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

Declaration for not imposing highest TDS/TCS rate as per Section 206CCA/206AB of income Tax Act 1961

Sr. No.	Particular	Details
---------	------------	---------

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

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

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

Yours Sincerely

For M/s.....

Authorized Signatory Name: Designation:

STANDARD FORM: AGREEMENT

This Agreement, made the _____ day of _____, between **Executive Engineer/CHP-II, Panipat Thermal Power Station, HPGCL, Panipat** of the one part, and M/s _____ [name and address of Contractor] (hereinafter called “the Contractor” of the other part).

Whereas the Executing Officer In-Charge is desirous that the Contractor execute Work Order No. _____, dated: _____ for the work of _____ and the Executing Officer In-Charge has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a cost of Rupees _____ including GST.

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

The Common Seal of _____ was here unto affixed in the presence of:

Signed, Sealed and Delivered by the said _____ in the presence of:

Binding Signature of Executing Officer In-Charge _____

Binding Signature of Contractor _____

PERFORMANCE BANK GUARANTEE

To

_____ (Name and address of the Contractor)

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

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of _____[amount of guarantee]* _____(in words), such sum being payable in the types and proportions of currencies in which the Contract Price is Payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____[amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

This Guarantee/warranty shall be valid as per work order clause.

Signature and Seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

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

Earnest Money Declaration Form

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

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

(Signature of the Authorized Signatory)
(Official Seal)

AFFIDAVIT

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

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

1. I, undersigned, do hereby certify that all the information furnished and statements made in response to this notice inviting bid are true and correct and nothing has been concealed.
2. I, undersigned or our firm M/s _____ have never been blacklisted or debarred by any State Govt. /Central Government/Autonomous Body/Authority in Law.
3. I, undersigned or our firm M/s _____ have never been declared bankrupt/ insolvent as on date.
4. The undersigned hereby authorize(s) and request(s) any bank, person, firm PSU/Authority or Corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding may (our) competence and general reputation.
5. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/Project implementing agency.
6. I, the undersigned do hereby undertake that our firm M/s _____ agree to abide by this bid for a period of 120 days from the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.
7. *I hereby certify that I have been authorized by _____ (the bidder) to sign on their behalf, the bid mentioned in paragraph 1 above.

Place:

Date:

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

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

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

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

(Sign. & Stamp of contractor)

Part-II (Price bid)/item rate BoQ
for reference Only)
FOR SAMPLE ONLY, DO NOT FILL

Sr. No.	Item Description	Quantity (Nos.)	Unit of Measurement (UOM)	Unit basic rate	Total amount without taxes
1	Complete repair and rewinding of HT Motor, 600 KW, 6.6 KV for Ring Granulator (RG), NGEF make installed at CHP-II, PTPS, Panipat.	1	Nos.		

NOTE:

1. The contractor shall quote the rate without GST.
2. The above quoted rates are inclusive of loading, unloading, transportation Charges etc.
3. GST shall be extra as applicable.
4. The bidders are required to quote the rates strictly as per the above table above.
5. The evaluation for L-1 bidder will be done on the basis of total equated price for above all items i.e. as per the table above.