



RAJIV GANDHI THERMAL POWER PLANT
(A Unit of Haryana Power Generation Corporation Limited)

(Regd. Office: C-7, Urja Bhawan, Sector-6, Panchkula)

Corporate Identity No. U45207HR1997SGC033517

GST Registration No. 06AABCH4536J1ZM PAN No. AABCH4536J

Website:-www.hpgcl.org.in, Email ID: xencmd2.rgtp@hpgcl.org.in



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

E-TENDER DOCUMENT

FOR

Allotment of Shop No. 7 (GF) at shopping complex in RGTPP Colony Khedar

NIT No. 05/XEN/CMD-II/RGTPP/2026-27/F-2399

Dated- 30.05.2026

**Executive Engineer/CMD-II.
FOR CHIEF ENGINEER/RGTPP,
HPGCL, KHEDAR, HISAR.**

HARYANA POWER GENERATION CORPORATION LIMITED

Regd. Office – C-7, UrjaBhawan, Sector-6, Panchkula

Corporate Identity Number: U45207HR1997SGC033517

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Website: www.hpgcl.org.in

Telephone No. 01693-250552



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

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NOTICE INVITING E-TENDER

E-tenders in two parts are invited on behalf of Haryana Power Generation Corporation Limited (HPGCL) Khedar, Hisar from eligible parties, for the work of Allotment of Shop No. 7 (GF) at the Shopping Complex in RGTPP Colony, Khedar.

Tender Enquiry No.	NIT No. 05/XEN/CMD-II/RGTPP/2026-27/F-2399 Dated- 30.05.2026
Description of Work	Allotment of Shop No. 7 (GF) at the Shopping Complex in RGTPP Colony, Khedar
Brief Description of Work	Obtaining License to operate Shop No. 7 (GF) at the Shopping Complex in RGTPP Colony, Khedar
Contract Period	Contract for 5 Years
Earnest Money	Rs. 20000/-
Cost of Tender documents (Non-refundable)	Rs. 1,180/-
E-services fees (Non-refundable)	Rs. 1,180/-
Start date and time of tender uploading	30.05.2026, 13:00Hrs
Last date for submission of online tender	15.06.2026, 11:00 Hrs
Due date & time of opening of Technical bid (Part-I)	17.06.2026, 15:00 Hrs
Contact Information	Sh. Tinku Goyal, XEN/CMD-II, Mb. No. 82228-20043 Sh. Anoop Kumar Verma, AE/Env Mb. No. 8222023300

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**Executive Engineer/CMD-II,
for Chief Engineer/RGTPP,
HPGCL, Khedar, Hisar.**

INSTRUCTIONS TO BIDDER ON ELECTRONIC TENDERING SYSTEM

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

1. Registration of bidders on e-Procurement Portal:

All the bidders intending to participate in the tenders processed online are required to get registered on the centralized e-Procurement Portal i.e. <https://etenders.hry.nic.in> Please visit the website for more details.

2. Obtaining a Digital Certificate:

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

2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://etenders.hry.nic.in>

2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying.

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

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

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

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

3. Pre-requisites bidding:

In order to bid online on the portal <https://etenders.hry.nic.in>, the user machine must be updated with the latest Java. The link for downloading latest java applet is available on the Home page of the etendering Portal.

4. Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <https://etenders.hry.nic.in>

5. Download of Tender Documents:

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

6. Key Dates:

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

Sr. No.	Department Stage	Bidder's Stage	Start Date (DMY) & Start Time	Expiry Date (DMY) & Expiry Time
1.		Downloading of tender document, Bid Preparation and submission.	30.05.2026, 13:00 Hrs	15.06.2026, 11:00 Hrs
2.	Technical Opening (Part-I)	17.06.2026, 15:00 Hrs		
3.	Short listing of technical bids & Opening of Price Bid (Part-II).	Will be intimated to the Eligible firms on their Email-id provided by the firms.		

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

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

Note: -

- I. If the tenders are cancelled or recalled on any grounds, the tender document fees & e-service fee will not be refunded to the agency.
- II. The bidders shall upload their technical offer containing documents, qualifying criteria, technical specification, schedule of deliveries, and all other terms and conditions except the rates (price bid). The bidders shall quote the prices in price bid format.
- III. 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.
- IV. **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 not appear during tender opening stage.
- B. Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://etenders.hry.nic.in>..
- C. For help manual please refer to the e-Procurement website at <https://etenders.hry.nic.in>.

Special instructions to the Contractors/ Bidders for the e-submission of the bids online through this e-Procurement Portal.

1. Bidder should do online Enrolment in this portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized certifying Authorities such as e-mudhra CA /GNGNFC/ IDBRT/Mtnl Trustline/ Safe scrpt/TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrolment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC one mapped to an account cannot be remapped to any other account. It can only be Inactivated.
5. After downloading / getting the tender schedules, the Bidders should go through them carefully and then submit the document as per the document, otherwise, the bid will be rejected.
6. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
7. If there any clarifications, this may be obtained only through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
8. Bidder, in advance should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
9. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
10. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
11. There is no limit on the size of the file uploaded and the server end. However, the upload is decided on the Memory available at the client system as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
12. It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.

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

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XEN/CMD-II,
For Chief Engineer / RGTPP,
HPGCL, Khedar, Hisar

GENERAL INSTRUCTIONSTO THE BIDDERS**1. Pre-Qualifying Requirements (PQRs) / Eligibility Conditions for the tenderers: -**

The tender documents will only be accepted from those who qualify the following criterion:-

- a) The bidder should have capacity of investment of Rs. 50,000/-. The investment capacity shall be established/ ascertained by examining pass book detail, bank solvency certificate or fixed deposits or property or investment in shares or audited balance sheet for the last six months ending 30.04.2026 to the satisfaction of HPGCL Authorities.
- b) A certificate to the effect that the shopkeeper is not blacklisted or not gets any insolvency certificate from any Public Sector undertakings of Central Govt. /State Govt./SEBs/Corporations has to be furnished by them.

Note:-

1. The bidder should have PAN No., GST No. etc.
2. The Bidders shall have to pay for the earnest money online by using the service of secure electronic payment gateway.
3. The tender shall be submitted online. Tenders without depositing online Earnest Money will not be accepted.
4. HPGCL reserves the right to reject any or all the tenders without assigning any reason. Also the management of HPGCL is authorized to defer the tender in Public interest.
5. Bidders are advised to inspect the site before the bidding.
6. Conditions of the contract and other information can be had from the office of XEN/CMD-II (E-mail :xencmd2.rqtp@hpgcl.org.in, Telefax & Telephone No. 01693-250552/8222820043) on any working day prior to last date of Downloading of Tender Documents & Bid Preparation.
7. The tender will only be submitted on the centralized e-procurement portal i.e. <https://etenders.hry.nic.in>.
8. Before submitting tenders the instructions may be read carefully regarding submission of tender. If any bidder finds discrepancies or omissions in the tender documents or is in doubt as to the true meaning of any part, he shall clarify same from tender issuing office in writing before the due date of submission of the bid.
9. The "Application for Bidding" along with the "Terms and conditions of the contract and its all Annexure should be submitted duly filed up completely and signed on each page by the tenderer online.
10. The tenderer shall submit their tender in two parts- the first part containing documents for qualifying criteria and all other terms and conditions except the rates (price bid), and the second part containing the rates (price bid) quoted for each item as well as other related terms like GST, etc.
11. The tenderer will quote their rates STRICTLY AS PER THE RATE QUOTING SHEET. No deviation in terms shall be allowed.
12. The application for bidding along with all the detailed terms & conditions should be submitted online. Tenders through Fax / E-mail / telegraphic tenders shall not be considered. Incomplete, obscure or irregular tender is liable for rejection. If the tenderer deliberately gives wrong information in his tender, HPGCL reserves the right to reject such tender at any stage. The tenderer will quote their rates strictly as per details of specifications.
13. All tenders received against open tender enquiry irrespective of whether they are from the approved contractors on the registered list or others, shall be considered, provided they are on the prescribed form and in accordance with the tender conditions and specifications.
14. Unless exempted specifically, tenders not accompanied with the prescribed EMD/Cost of Tender shall be rejected. EMD/Cost of Tender shall be in the prescribed mode of payment as asked in the NIT, otherwise, the tender shall be liable to be rejected.
15. The validity of the tender/offer shall be for 180 days from the date of opening of the price bid.
 - a. Suomoto 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 Suomoto but prior to the due date of submission of the tender, then the revised price bid only, shall be opened and considered by the purchasing authority.
16. The rate negotiations could be held up to H3 bidder, if the difference between the H1 quoted rates and those quoted by H2 and H3 is within 5% of the H1 quoted rates. In case where the H1 bidder refuses to further increase his offered price and the H2 or H3 bidders come forward to offer a price which is better than the price offered by H1 bidder, the bidder whose price is accepted becomes H1 bidder. However, in such a situation, the original H1 bidder shall be given one more opportunity to match the increased price. In case of acceptance, he would be treated as H1 bidder.

17. The bidders / contractors shall observe the highest standards of ethics during the submission of tender, procurement and execution of the contract. In case of evidence of cartel formation by the bidder(s) EMD is liable to be forfeited.
18. The bidder shall bear all costs including bank charges, if any, associated with the preparation and submission of his bid, and the purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
19. HPGCL reserves the right to cancel the NIT or to change qualifying requirement or to reject any or all the tenders so received without assigning any reason.
20. Bids are invited to operate retail outlets on "as is where is basis" in the Shopping complex RGTPP Colony, HPGCL, Khedar as detailed in Annexure-VIII.
21. HPGCL reserves the right to reject outright conditional offers without assigning any reason whatsoever.
22. The participation in bidding process constitutes no form of commitment on the part of HPGCL, whether in respect of the selection or otherwise.
23. HPGCL has the right to reject applicants from further consideration before the start of the bid process if it has reason to believe or apprehend that the inclusion of the said applicant or applicants may lead to misuse of the said spaces, or any other threat to the smooth functioning of the Shopping Complex.
24. All interested parties wishing to inspect the sites may contact Executive Engineer/CMD-II, RGTPP, HPGCL, Khedar.
25. Each Bidder will be deemed to have inspected the sites, the surroundings and inspected all necessary documentation and made all inquiries prior to participating in the bid process. The space is being offered on "as is where is basis". The Bidder would be considered having satisfied himself/herself/themselves that the space is suitable for setting up his/her/their business.
26. The Bid application form must be accompanied with all the necessary information in Annexure-VI attached and HPGCL reserves the right to reject any offer that does not contain all the information requested for.
27. All pages of this document must be signed in token of acceptance of terms and conditions mentioned therein and submitted on due date and time.
28. While HPGCL shall adhere to the dates mentioned in the notice inviting to bid, it reserves the right to change, modify or put on hold or terminate this schedule without assigning any reasons whatsoever.
29. HPGCL reserves the right to call for additional information/ clarifications from the bidders.
30. HPGCL will reject the bid, contract/ license outright in case it is found at any time that the bid document has been tampered/ modified/ altered in any manner or bid containing any false information. HPGCL reserves the right to cancel the agreement, forfeiting all amounts in case of successful bidder and also take necessary legal action. The bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever.
31. The bidder shall be allowed for using shop for either single trade or mix trading in below mentioned trades but the bidder has to specify/select the trade (s) in his bid in Annexure-X
 - i. *Kiryana Shop*
 - ii. *Vegetable Shop*
 - iii. *Barber*
 - iv. *Beauty Parlour*
 - v. *General Store*
 - vi. *Dry Cleaner*
 - vii. *Stationary Shop*
 - viii. *Flour Mill*
 - ix. *Sweets Shop*
 - x. *Fast Food*
 - xi. *Mobile Shop*
 - xii. *Photocopy Shop*
 - xiii. *Computer Accessories*
 - xiv. *Courier Services*
 - xv. *Bakery*
 - xvi. *Confectionery*
 - xvii. *Female Boutique*
 - xviii. *Tailoring Shop*

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**Executive Engineer/CMD-II,
for Chief Engineer/RGTPP,
HPGCL, Khedar, Hisar.**

GENERAL TERMS AND CONDITIONS OF CONTRACT

1) Documentation:-

- i. The successful bidder will be required to execute a license agreement on Rupees one hundred stamp paper (two numbers at their own cost) as given in Annexure –V, of this document with HPGCL before taking possession of the premise/s bade for.
- ii. The applicant shall submit date of birth certificate (Matriculation certificate or registration with municipal authority etc.), proof of residence certificate (copy of ration card, voter list photo identity card, Adhaar Card) before possessing of shop and detail copy of establishment of shop in case individual, Partnership Limited Liability Company or Company Limited by Guarantees.

2) EARNEST MONEY AND SECURITY DEPOSIT: -

- i. Every tenderer, while submitting his tender, should online deposit an amount of Rs. 20000 /- (Rupees Twenty Thousand only) as the earnest money
- ii. The EMD of the successful tenderer will be adjusted against security deposit in the event of placement of order. EMD of unsuccessful tenderer will be refunded on finalization of contract.
- iii. The successful bidder have to deposit the amount in the form of security equal to 6 month License Fee + Two months advance rent with GST as applicable within 15 days after issue of LOA.
- iv. The security deposited (after final adjustment from EMD) is refundable after the completion of license period of 5 years. The earnest money deposited by license will be adjusted .
- v. Surrendering of license after payment of security deposit even without taking possession of site will lead to forfeiture of security deposit and all other payments made. The licensee voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever on this account.
- vi. The security deposit of the contractor shall be retained by HPGCL for faithful execution of the contract.
- vii. No interest shall be paid on EMD / Security Deposit for the period it remains deposited with HPGCL.
- viii. The successful bidder shall establish his shop within 45 days of the issue of LOA failing which allotment will be canceled and security deposit & all other payments if any made by bidder will be forfeited.
- ix. The earnest money/security deposit shall be forfeited in part or in full under the following circumstances:-
- x. If the tenderer withdraws his tender at any stage during the currency of validity period.
- xi. In the event of a breach of contract in any manner.
- xii. In case of evidence of cartel formation by the bidder(s).
- xiii. 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.
- xiv. 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.

3) CONTRACT PERIOD & LICENSE FEE: -

- a) The License shall be for a period of 5 years. The contract can however be closed with prior notice of 3 months by any of the parties, however the security and standing payment if any will be forfeited in case of notice given by Shopkeeper.
- b) Commencing from the second year of the Term, the License Fee shall increase annually by ten percent (10%) over the License Fee payable in the prior year
- c) The license will be started from the 16th day onwards from date of issue_of LOA or date of handing over possession or notice for taking over possession whichever is earlier. No relaxation on this account will be given or considered.

4) PENALTY: -

- a) The LICENSEE will strictly not encroach up common areas including veranda circulating areas or any other space, and restrict his operation to within the area licensed. In case, the Licensee encroaches upon the common area, circulating area or any other space then a fine / compensation @ Rs.1000/- on the first occasion, Rs.2000/- on the second occasion and Rs. 5000/- on the third occasion will be imposed by HPGCL . Thereafter HPGCL reserves the right to cancel the license for breach of contract.
- b) The shopkeeper can play music audible within the shop/allotted premises only.
- c) The shopkeeper must ensure proper storage of the packaged products and there should be no contamination or decay of products or raw materials.
- d) Ensure that fire detection and suppression measures installed inside his premises are kept in good working condition at all times. (Refer 7.8 of this agreement also.)

- e) The Licensee agrees voluntarily and unequivocally to provide unfettered access to the officer of HPGCL for inspection at any time and agrees voluntarily and unequivocally to abide by and comply with all instructions as may be indicated by the officer. Non-compliance may be treated as breach of contract and license terminated.
- f) Ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits / fires.
- g) The LICENSEE shall ensure that a high standard of hygiene is maintained in and around the site as required by the HPGCL O&M administration /municipal authorities.
- h) The licensee shall not bring any danger or nuisance upon the premises so as to expose other person to uncalled for danger or amount to a public nuisance for annoyance and inconvenience to public at large.
- i) The LICENSEE will have to make arrangements for disposal of solid waste, which will be got removed from the premises on a daily basis to ensure perfect cleanliness. The Licensee will have to make arrangements for the solid waste to be separated into glass, plastic and food waste and for the food waste to be treated in a shredder to be converted into a paste. The waste will need to be expelled into a common dump or waste area provided /indicated by HPGCL. If solid waste is found disposed off on HPGCL land or premises a penalty/fine of Rs.500/- will be imposed by HPGCL for each occasion.
- j) In case of violation of the point no. 5(b) to 5(i), the licensee shall pay fine of Rs. 500/- per default.
- k) That if the LICENSEE fails to vacate the property after the notice of 3 months, the LICENSEE shall be deemed to be an unauthorized occupant in the said premises and shall be liable to pay a penalty @ Rs. 10/- per Sq.Ft. per day for any period of occupation beyond that date along with the license fees due..

5) FORCE MAJEURE: -

Neither HPGCL nor the LICENSEE shall be liable for any inability to fulfil their commitments and obligations hereunder occasioned in whole or in part by Force Majeure, fire, war, or any other cause beyond their reasonable control. Such Force. Majeure occurrence shall be notified to the other party within 15 days of such occurrence. If such Force Majeure continues for a period of three months, the other party may be entitled to, though not being obliged to terminate this agreement.

6) WATCH & WARD: -

The watch and ward of all material possessed by Shopkeeper will be the responsibility of the shopkeeper itself.

7) CONCILIATION AND ARBITRATION:-

In the event of any dispute, difference of opinion or dispute or claim arising out of or relating to this agreement or breach, termination or the invalidity thereof, shall firstly be attempted to be settled by conciliation. All disputes relating to this agreement or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this service agreement shall in the first place be referred to a sole conciliator appointed / nominated by CE/RGTPP HPGCL on receipt of such representation/ complaint from either party. The conciliator shall make the settlement agreement after the parties reach agreement and shall give an authenticated copy thereof to each of the parties. The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect of an arbitration award. The views expressed or the suggestions made or the admissions made by either party in the course of conciliation proceedings shall not be introduced as evidence in any arbitration proceedings. Any dispute that cannot be settled through conciliation procedure shall be referred to arbitration in accordance with the procedure given in the Para below. The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.

8) ARBITRATION PROCEDURE

If the efforts, to resolve all or any of the disputes through conciliation fails, then such disputes shall be referred within 30 days to a Sole Arbitrator who would be nominated by CE/RGTPP, HPGCL Khedar. The venue of such arbitration shall be at RGTPP, Khedar (Hisar). The award of the sole Arbitrator shall be binding on all parties. The cost of Arbitration shall be borne by the respective parties. There will be no objection if conciliator / or sole arbitrator nominated / appointed is an employee of HPGCL.

9) RULES GOVERNING ARBITRATION PROCEEDINGS

The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act, as

amended from time to time including provisions in force at the time the reference is made.

10) JURISDICTION OF COURTS:-

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

11) SUBLETTING AND ASSIGNMENT: -

The successful bidder shall not sublet the premises to any other person. In case subletting is noticed at any stage the allotment of shop / license to run the shop will be cancelled by HPGCL and Earnest money / security deposited will be forfeited. The LICENSEE, during the tenure of this license shall not transfer, assign or part with the licensed premises or any portion thereof permanently or temporarily to anybody else and shall not be allowed to take any person to share the accommodation nor in partnership without the prior written permission of the licensor, not shall they be entitled to allow any person to occupy the licensed premises or to use any part thereof save with the prior permission in writing of the licensor.

12) Non-payment of license fees and other dues.

The shopkeeper has to submit rent/license fee of two month advance on or before 7th day of starting month. Non-payment of license fees and other dues within the prescribed date will constitute breach of the terms of this agreement and shall render the license liable to be revoked as per clause 14.0 (Breach of Contract) of agreement. Besides, **the LICENSEE shall pay an interest of 24% per annum** on the amounts of license fees and other dues payable remaining outstanding after the due date and falling in arrears. Interest shall continue to accrue till the license fees amount is finally squared up. Such interest shall be charged for the full month if the payment of license fees and other dues are not made by the due date with arrears, if any.

13) Finishes

The premises will be handed over by HPGCL "as is where is basis". That the LICENSEE will make partitions, false ceilings etc. as per requirements. The Licensee shall install its own furniture fixtures and equipment in the said premises after duly obtaining all necessary approvals from the licensor, permissions and licenses from the Municipal Corporation and such other Statutory Authorities at its own cost and expense.

14) USE OF PREMISES

- a) The subject site can be used for retailing elected trade (s) (Out of the mentioned trades is the Price Bid) as approved by competent authority. The firm/bidder must select trade (s) in Annexure-X.
- b) The LICENSEE at his own cost shall take the necessary statutory certificates and approvals.
- c) LICENSEE may, if he so elects, install and operate within the demised premises equipment for facilitating activities associated with a shop; Such equipment shall be maintained in a neat and sanitary condition and shall comply with all applicable laws and ordinances. The licensee will also comply with all rules/ regulations/instructions as may be issued by HPGCL on this account.
- d) The instructions in this regard by the HPGCL electrical inspector/authorised representative must be complied with. Any cost/s associated with implementation of such instruction will be borne solely by the licensee. The Licensee voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other consideration whatsoever on account of implementing the instruction issued by HPGCL officer, electrical inspector, Security officer or their authorised representatives from time to time.

15) 'As is where is basis'

That the LICENSEE will be licensed the said premises, equipment's, installations, fittings and fixtures on 'as is where is basis' and the LICENSEE shall not make any additions or alterations in the licensed space, installations including electric installations and wiring without the prior permission of HPGCL in writing and when permitted by the LICENSEE the said additions and alterations shall be carried out by the LICENSEE at their own cost and they shall not be entitled to any compensation for any additions carried out by them in the licensed premises and the same shall vest in HPGCL .

16) Preparation of Premises

The LICENSEE must submit Preliminary Plans, Specifications and preliminary schedule as hereinafter defined, to HPGCL within 20 days of taking over possession of premises from HPGCL. HPGCL will have the right to approve the LICENSEE's preliminary plans and specifications with such changes, as it may find necessary and compliance of all such changes and modifications in the preliminary plans as suggested by HPGCL shall be mandatory. HPGCL shall communicate its approval within a period of one month from the date of submissions. As used herein, Preliminary plans and specifications shall mean schematic

development documents.

17) Infrastructure Facilities

HPGCL will attempt to provide the services such as water (one tap in complex) & sewage, where committed in writing during the Bid application process subject to availability and technical feasibility. Any delay in provision or supply of the above-referred services shall not be a reason for reduction of license fees or deferring of the same on this account. In this case no water will be provided by the licensor inside any of the sites.

Electricity shall be arranged by the licensee directly from the concerned authority/department. All costs associated with provision of electricity will be borne solely by the licensee. The Licensee voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on account of time and costs associated in making provision of electricity.

18) Air-conditioning / Refrigeration Load

The LICENSEE shall indicate the estimated power/load requirement including air conditioning / refrigeration load along with the electricity load distribution plan as part of the preliminary plan submissions. Air-conditioning /refrigeration within the said premises shall be arranged as required by the LICENSEE at his own cost after obtaining all written approvals from the electrical department of the licensor/ authorised representative.

19) Water (large users only, such as restaurants etc.)

The licensee shall use additional good quality water at his own cost in addition to the water supplied by HPGCL at one point in the Commercial Complex.

20) Telephone

HPGCL may give permission for installation of cables for telephone/ telecommunication equipment subject to technical feasibility. The instrument, cables and connection will be obtained by the licensee from the telephone company at his own cost. HPGCL reserves the right not to give such permission.

21) Parking

The parking facilities provided as part of the commercial parking may be used free of cost.

22) Overall control

That the overall control and supervision of the premises shall remain vested with HPGCL who will have the right to inspect the whole or part of the licensed premises as and when considered necessary, with respect to its bonafide use and in connection with fulfilment of the other terms and conditions of the license agreement. HPGCL also reserves the right to enter the demised premises to repair and replace the fixtures provided by HPGCL. IF any fixtures or utility relating to operation of the HPGCL

23) Services Provided by HPGCL

Cleaning, trash removal and washing of the common building premises, Adequate Lighting in the common areas and exterior lighting outside the Commercial Complex shall be done by HPGCL. No security services shall be provided by HPGCL. In the event that any one of the services provided for by HPGCL may be interrupted or suspended by reason of accident, repair, alterations, strikes, lockout, and except as hereinafter provided, HPGCL shall not be liable to the LICENSEE for damages/ consequences however, HPGCL shall use its best efforts to restore such services as soon as reasonably possible.

24) Maintenance & Repairs

- a. That the LICENSEE shall bear the cost of minor day-to-day repairs and maintenance. All major repairs due to constructional defects shall be the responsibility of HPGCL. If the major repairs or maintenance required to be carried out by HPGCL are not carried out within reasonable time, the LICENSEE will have the right to get the needful done with prior written consent of HPGCL and deduct the cost thereof from the amount payable to HPGCL.
- b. Provided however, that the LICENSEE shall be at liberty, without any such consent as aforesaid, to have normal fixtures or fittings and electric appliances, installed in the Demised Premises. The LICENSEE shall be at liberty on the termination of this license to remove or take away such fixtures, fittings and electric appliances installed by it leaving the Demised Premises, as far as possible, in the same conditions structurally, reasonable wear and tear and acts of God and nature excepted.
- c. The said premises, which have been handed over to the licensee under this agreement, shall be kept in good condition and maintained properly by the licensee at their own cost. IF the property is not handed over in good condition as required under this agreement, HPGCL reserves the right to seek exemplary damages and indemnification.

25) Alterations and Renovations

The LICENSEE will be allowed to carry out any alterations or renovations within the said premises but without in any way altering or damaging the main/shell structure of the said premises. The LICENSEE will need to take prior written approval from HPGCL through a

written notice prior to commencement of any alteration works and if necessary HPGCL reserves the right to ask for and review the renovation plan/drawings before providing consent. The LICENSEE will be responsible for the costs of removing debris from the premises and will be responsible for all damage to the common areas of the complex like flooring, lift cars etc during the process of alteration. Any special cleaning or drain clearance necessary as a result of the alteration works and any other costs incurred by HPGCL including any extra security costs, which are caused by, or in connection with, the works will also be to the LICENSEE s account. The occupant will have to bear the cost of the damage plus service charges. However before incurring any such costs the occupants will be briefed on the requirements by HPGCL .

26) Signage

The LICENSEE will have the right to put up signage's inside/or outside the premises only at the premises or site entrance. The signage may be illuminated or non-illuminated at the LICENSEE s option, however it will need to confirm to all governmental laws, regulations or ordinance relevant thereto. The LICENSEE will need to obtain a written approval from HPGCL by way of a notice before putting up any form of signage and HPGCL reserves the right of refuse or to suggest an alternation to the same. The signage shape and location etc are subject to architectural controls that may be issued by HPGCL. Placement of Signage's without the permission of HPGCL or placement in non approved locations will attract a penalty of Rs.1000/- per signage on the first occasion and Rs.3000/- per signage on the second occasion. Thereafter HPGCL may terminate the agreement with forfeiture of the (interest free) security deposit and advance license fees paid in its favour.

27) Additional space for Antenna and Other Utility Equipment

If any area in addition to the 'space' being licensed is required for installing any equipment related to provision of utilities, such as stand by generators, air-conditioning plants, water storage, Antenna etc. and other related equipment, HPGCL may provide such space, subject to availability and technical feasibility. For additional space on ground floor, the rate will be calculated on pro rata basis of accepted rates i.e. license fees accepted for the main licensed space. If the space is given on the terrace or basement then license fee of 50% of the main license fee will be taken.

The Licensee will need to ensure that the equipment does not interfere with the other shops/ beauty of Complex and the Licensee will need to obtain prior written consent from HPGCL for installing the equipment and for requesting HPGCL to make available a suitable space/location for the same. HPGCL reserves the right of refusal for installation of the equipment if it is of the opinion that the Licensees equipment will interfere with other shops/ beauty of the Complex.

28) Misuse

The licensee shall use the granted space under the agreement only for those services provided therein and shall not use the same for any other purposes. In case, the licensee carries on any business or uses the said premises for any other purposes the license shall deemed to have been misused and HPGCL (Licensor) shall immediately terminate the said agreement. All liabilities for misuse charges and miss-user proceedings, if so initiated shall be that of the licensee only. The Licensee will indemnify and keep indemnified HPGCL for any losses on this account.

29) Compliance with the Law

The LICENSEE shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies, and all applicable rules and regulations.

30) Assignment and Subletting

Any form of assigning the right to the License or subletting the whole or part thereof of the Demised Premises, will not be permitted at any point during the license period (except the consent of HPGCL). Violation of the same, will lead to the revoking of the license, with HPGCL reserving the right to forfeit all interest free security deposits and payments made.

31) Extension of License of period

The License shall be for a period of 05 year. No extension shall be provided thereafter.

32) Surrender

The Licensee shall have the right to terminate the Agreement during the term by giving three (3) months notice in writing of his/her/their intentions. In such a case the interest free security deposit and bank guaranty paid till date will stand forfeited in favour of HPGCL. On expiry of the said period the agreement shall stand terminated. Licensor will have the right to terminate this agreement in case of breach of any of the terms and conditions of this agreement. The interest free security deposit and advance license fee paid till date will stand forfeited in favour of HPGCL.

33) Taxes and Other Statutory Dues.

The LICENSEE shall pay all charges, assessments, electricity rates and charges and any other charges /fees that may be levied, assessed or charged against the said premises. The LICENSEE shall also pay the following charges as applicable:

- a. Legal documentation charges as pertaining to the License
- b. Stamp duty on each document under Indian Stamp Act 1820.
- c. Fees and other charges, as payable to appropriate authorities under law.
- d. Any taxes including property tax on pro rata basis and duties to statutory authorities (Municipal Council, etc.) for which the share of bill will be raised by HPGCL.
- e. Appropriate Charges towards insurance of the said premises throughout the license period including third party insurance.

34) Insurance and Waiver of Liability

The LICENSEE will bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) occurring in the said premises, including death or injury caused by the sole negligence of the LICENSEE or the LICENSEE 's failure to perform its obligations under the agreement. Upon HPGCL's request, the LICENSEE shall submit to HPGCL , suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the licensee agrees and undertakes to indemnify and hold the licensor harmless against any and all liabilities. Losses, damages, claims, expenses suffered by the licensor as a result of such default by the licensee.

35) Compliance with other acts

The LICENSEE shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel and it is agreed they shall at no point of time be or construed to be employees of HPGCL and the LICENSEE shall be solely responsible for compliance with all Labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel.

36) Employees conduct

The LICENSEE shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unfair activities, demonstrations in the vicinity of the site

37) Default by LICENSEE

The occurrence of any one or more of the following event shall constitute an event of default by the LICENSEE:

The failure by LICENSEE to observe or perform any of the covenants, conditions or provisions of the agreement, where such failure shall continue for a period of 15 working days, after receipt of written notice thereof by HPGCL to the LICENSEE, provided however, that if the nature of the LICENSEEs default is such that it cannot be cured solely by payment of money and that more than 15 working days may be reasonably required for such cure, then the LICENSEE shall not be deemed to be in default if the LICENSEE shall commence such cure within such 15 day period and shall thereafter diligently process such cure to completion;

- a. The filing by or against the LICENSEE of a petition to have the LICENSEE adjudged bankrupt or a petition of re-organization or arrangement under any law relating to bankruptcy.
- b. The appointment of a trustee or receiver to take possession of substantially all of LICENSEEs assets.
- c. The attachment, execution or other judicial seizure of all of LICENSEE s assets.

38) HPGCL's Remedies

Upon the occurrence of any event of default under the license agreement by the LICENSEE , then HPGCL in addition to other rights or remedies it may have, shall have the right to terminate/revoke the License agreement upon written notice to the LICENSEE and also the right, with or without the termination of license, of re-entry upon and taking possession of the Demised Premises and HPGCL may remove all persons and property from the demised premises; such property maybe removed and stored in any other place of HPGCL or in any other reasonably secure place for the account of and at the expense and risk of the LICENSEE . The LICENSEE hereby shall waive all claims for damages which may be caused by the re-entry of HPGCL and taking possession of the Demised

Premises or removing or storing the furniture and property as herein provided and shall save HPGCL harmless from any costs or damages occasioned HPGCL thereby, and no such re-entry shall be construed to be a forcible entry. Any belongings of occupied found in such shop shall be liable to be auctioned unless claimed within one month of assumption of exclusive and absolute possession by the owner. The owner shall be entitled to appropriate out of proceed of such sale the moneys due to owner for the license. HPGCL shall form a committee for eviction of shops in the manner defined above. HPGCL shall be free to get eviction of shops in the manner defines above in presence of Police authorities to avoid any law and order problem. HPGCL will continue to reserve the right to enter into a separate license agreement for the said premises without any obligations or rights towards the original LICENSEE.

- 39) In case of any of the occupiers absconds and keep the shop closed continuously for a period of 3 weeks without HPGCL permission, the owner shall be entitled to terminate/revoke the license agreement and take possession of the shop in the manner defined in Para No. 40 above.
- 40) **Notices**
That any notice under the terms of this License shall be in writing by registered post or delivered personally and signed by the party or his/its duly authorised representative giving such notice. All activities including day to day management, billing, cancellation/termination/surrender etc. will be carried out from the office of the XEN/CMD-II, RGTPP, HPGCL, Khedar or by his duly authorised representative.
- 41) The lease holders shall maintain standards in respect of quality of goods, arrange these in sufficient quantities and sell these at reasonable rates .If, it is found that the shop holder is charging unreasonable rates, keeping unacceptable qualities or have insufficient quantity, the Estate Officer shall issue one month's notice in writing to improve upon the deficiency and in case of no improvement, the lease shall be liable to be cancelled without further notice.
- 42) Electricity will be as per terms and conditions of the DHBVN. The bidder will obtain electric connection and pay bills regularly at his end at his own cost.
- 43) The operator shall take up the full space on "as is where is basis", (carpet area) as demarcated in plans at Annexure-VIII.
- 44) Infrastructure facilities such as electricity and water and sewerage disposal are subject to availability and technical feasibility. Priority for supply/provision of all such services will be given to operational requirements of HPGCL. The Applicant/Licensee agrees voluntarily and unequivocally not to seek claim, damages, compensation or any other consideration whatsoever on account of non –availability /provision of these facilities.
- 45) Change in usage may be permitted only on approval of the competent authority of the HPGCL.

----Sd----

**Executive Engineer/CMD-II,
for Chief Engineer/RGTPP,
HPGCL, Khedar, Hisar.**

LICENSE AGREEMENT

THIS AGREEMENT entered into at Barwala on this _____ day of _____ month of 2026, between Haryana Power Generation Corporation Limited, incorporated under the companies act, 1956 having its registered office at Urja Bhawan, C-7, Sec-6, Panchkula (Haryana), India, hereinafter referred to as the 'HPGCL' (which expression shall unless repugnant to the context mean and include its successors and assigns) of the First Party

AND

M/s _____, a company incorporated under the Companies Act and having its Registered office, _____, _____, and Branch office at _____, hereinafter called '_____' which expression shall unless repugnant to the context or meaning thereof include the successors and assigns the Second party

WHEREAS

- a. HPGCL has invited Bid Application Form for licensing to operate a retail outlet for _____ products only at the _____ demarcated as _____ in the plan attached, hereinafter referred to as 'premises'.
- b. Both second and third parties having been formed a consortium with second party as leader through an MOU pursuant to relevant clause of the application form for the operation of retail outlet(s). (Only in case of application of consortium)
- c. HPGCL has agreed to provide the LICENSEE a portion of its premises measuring approximately **198 Sqft. Carpet area of shop at the Shopping Complex in RGTPP Colony** on the terms and conditions hereunder contained.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY----- AND----- BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The following documents shall be deemed to form part and be read and construed as part of this agreement, namely:
 - 1.1 Letter of acceptance.
 - 1.2 Bid Application Form (BID APPLICATION FORM)
 - 1.3 MOU between second and third parties (only in case of consortium) if any.
 - 1.4 General Terms and conditions of NIT No. 05/XEN/CMD-II/2026-27/F-2399 Dated 30.05.2026
2. The HPGCL hereby agrees to provided for these services at a portion of its premises measuring approx. 198 Sq. ft. carpet area only at the place provided for these services at Shopping Complex in RGTPP Colony, ground floor, HPGCL, Khedar demarcated as XXX in the plan as Table 1
3. The site shall exclusively belong to the HPGCL. The deed does not create any right, title or interest of whatsoever nature in the said premises in favour of the LICENSEE. This License Agreement shall commence from the date of signing agreement and shall continue for a period of 05 years, from the date of handing over possession unless otherwise terminated as provided in Termination clause herein below.
4. Termination
 - 4.1 If the LICENSEE is desirous of terminating the license hereby created before the expiry of the period of the license, it shall give to HPGCL , three (3) months' notice in writing of its intention to terminate the license and on the expiry of the said period, the agreement shall stand terminated. HPGCL shall refund any amounts due if any after recovery/ adjustment of any amount/s due to it, except the bank guaranty will be forfeited and the refundable (interest free) security deposit which would stand forfeited in favour of the Licensor.
 - 4.2 Upon termination of this Agreement for any reason whatsoever:
 - i) LICENSEE will forthwith vacate the said premises and remove its furniture, fixtures, equipment as well as its personnel from the said premises without causing any damage to the property of HPGCL.
 - ii) The termination of this Agreement shall not release either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform **or discharge**

- any liability that had been incurred prior thereto.
- iii) Consequent to issue of termination letter, after approval of competent authority, the said premises will become free of all encumbrances for marketing.
5. That the "LICENSEE" hereby covenants as follows:
"I/We hereby take on license basis the space specified at RGTPP Colony, HPGCL, Khedar as Shop No. 7 and operate a **(Trade (s) as selected by firm in Annexure-X)** outlet thereon as per terms of this agreement".
6. That the LICENSEE shall pay to HPGCL a refundable interest free security deposit. The Earnest Money Deposit of the successful applicant of Rs.20,000/- (Rupees Twenty thousand only) paid along with the application form will be adjusted to make up this amount. The refundable interest free security deposit will be returned only on completion of the term of license.
7. The License shall be for a period of 5 years.
8. That the LICENSEE will at his own expense and cost employ/engage suitable personnel for providing efficient service in respect of storage and sale of the said products in the said premises.
9. That the LICENSEE shall appoint a Manager/Supervisor whose scope of services shall be as follows:
- 9.1 Stores only the products/services of approved and licensed manufacturers and shall regularly pay the bills of the suppliers/provider of the said materials and ingredients/services.
- 9.2 Sell only packed products/Services manufactured/provided by the licensee using the best ingredients available and under standard hygienic procedures.
- 9.3 Supervise the operations in the said premises.
- 9.4 Ensure that the said Products/Services and the said premises conform to the standards required by the Health Department of the Municipality and the Government and further ensure that the said Products/Services are prepared up to the standards prescribed by the Food Adulteration Act, 1954 and the rules framed there under.
- 9.5 Adhere to the quality standards to the said products/Services.
- 9.6 He shall be responsible for cleanliness and hygiene in the said Premises and to ensure that the services are conducted in a clean, proper and efficient manner.
- 9.7 Employ and engage as their own employees, trained, skilled and qualified staff and endeavor to maintain and provide services to full satisfaction and to pay their wages and salaries regularly and promptly.
- 9.8 Ensure that fire detection and suppression measures where installed inside his premises are kept in good working condition. The Licensee will at any case keep firefighting equipment as per HPGCL requirements as indicated by the Fire officer / Authorised representative of HPGCL inside his premises in good working condition at all times and also train and keep trained all his employees in the use of these equipments. The fire officer / authorised personnel, of the licensor will have unfettered access to the said premises, for inspection / checking of fire detection and suppression measures etc. The instructions issued by the licensor's fire officer shall be obeyed and complied with fully without any demur. Any costs associated with carrying out the instructions of the fire officer/ authorised personnel of the licensor will be borne solely by the licensee.
- 9.9 Ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits / fires and observing all notified statutory provisions and standards.
10. The license fees as applicable shall be deposited in advance and before 7th date of every month
11. That the LICENSEE hereby indemnifies HPGCL against any loss, damage or liabilities arising as a result of any act of omission or commission on LICENSEE part or on part of LICENSEE personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.
12. That the LICENSEE hereby agrees that HPGCL shall have no responsibility as regards LICENSEE employees and the employees shall be the employees of LICENSEE only and shall not be construed under any circumstances as employees of HPGCL. LICENSEE hereby indemnifies HPGCL against the claims made by LICENSEE's employees against HPGCL.
13. That LICENSEE hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. LICENSEE hereby indemnifies HPGCL against any liability arising in connection with the employment of its personnel in the said premises by LICENSEE.
14. That no tenancy / sub-tenancy is being created by HPGCL in favour of LICENSEE under or in pursuance of this Agreement and it is distinctly and clearly understood, agreed and declared by and between the parties hereto.
- 14.1 That the LICENSEE shall not have or claim any interest in the said premises as

- a tenant/sub-tenant or otherwise.
- 14.2 That no right as a tenant /sub-tenant or otherwise is purported is intended to be created or transferred by HPGCL in favour of LICENSEE in or in respect of the said premises, except to carry out their activities over the granted space under this License Agreement.
- 14.3 That the rights, which LICENSEE shall have in relation to the said premises, are only those set out in this Agreement.
- 14.4 That the licensee shall not sublet the premises to any person and in case it is so done the license shall stand terminated forthwith.
- 14.5 That the licensee shall not create any change, lien, mortgage, hypothecation etc. of any nature what so ever on the property.
15. The relationship between HPGCL and LICENSEE under and / or in pursuance of this Agreement deed is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and / or make any commitment on behalf of and /or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between HPGCL on the one hand and LICENSEE on the other hand in connection with and / or relating business to be operated by LICENSEE at the said premises.
16. LICENSEE shall deliver to HPGCL peaceful vacant physical possession of the Demised Premises at the end of the term in accordance with this Agreement, in the same condition in which it is licensed except for reasonable wear and tear and acts of God and nature.
17. **Breach of Contract:-** If any breach is committed by the LICENSEE in payment of the fee stipulated herein or in the due performance or observance of the provisions of this Agreement, the HPGCL shall be at liberty to terminate thereafter this license by giving the LICENSEE thirty days' notice in writing and upon the expiry of the period of such notice, this agreement shall stand terminated, and there upon the LICENSEE shall hand over to HPGCL or its authorised agent vacant possession of the said Demised Premises. The vacant possession will be handed over to the authorised personnel of the licensor. The licensee will return the licensed premises/shop free of all encumbrances and clear all outstanding dues of any kind.
- 17.1 That the said premise which has been handed over to the licensee under this Agreement will be kept in good condition and maintained properly by the licensee at their own cost. If the property is not handed over in good condition as required under this agreement, HPGCL reserves the right to seek exemplary damages and indemnification.
- 17.2 That the licensee shall be responsible to obtain any or all permission and/or clearances from any/all authorities, governmental or otherwise and HPGCL shall not be liable or responsible for any of the act or omissions committed on the part of the licensee.
- 17.3 That the (interest free) security deposit and bank guaranty submitted or any amount will stand forfeited in favour of the Licensor (HPGCL).
18. That if the LICENSEE fails to vacate the property after the notice of 3 months, the LICENSEE shall be deemed to be an unauthorized occupant in the said premises and shall be liable to pay a penalty @ Rs. 10/- per Sq.Ft. per day for any period of occupation beyond that date along with the license fees due..
19. HPGCL's covenants and represents that it has good and marketable title to the said premise, free and clear of all liens, claims, mortgages or deeds of trust affecting the LICENSEE's possession of the Demised Premises, LICENSEE's use of the premises, or the rights granted to the LICENSEE hereunder:
20. HPGCL covenants and represents that it has full and complete authority to enter into a license agreement under all terms, conditions and provisions set forth in the agreement, and so long as the LICENSEE keeps and substantially performs each and every term, provision and condition contained in the agreement, the LICENSEE shall peacefully and quietly enjoy the premises without hindrance or disturbance by HPGCL or by any other person claiming by, through or under HPGCL.
- 20.1 That the overall control and supervision of the premises shall remain vested with HPGCL who will have the right to inspect the whole or part of the licensed premises as and when considered necessary, with respect to its bonafide use and in connection with fulfilment of the other terms and conditions of the license agreement. HPGCL also reserves the right to enter the demised premises to repair and replace the fixtures provided by HPGCL. If any fixtures or utility relating to operation of the HPGCL is running through the area licensed, proper protection as advised by HPGCL will be done by licensee.

- 21. Force Majeure:-**Neither HPGCL nor the LICENSEE shall be liable for any inability to fulfil their commitments and obligations hereunder occasioned in whole or in part by Force Majeure, fire, war, or any other cause beyond their reasonable control. Such Force Majeure occurrence shall be notified to the other party within 15 days of such occurrence. If such Force Majeure continues for a period of three months, the other party may be entitled to, though not being obliged to terminate this agreement.
- 22. Non-payment of license fees and other dues.**
The shopkeeper has to submit rent/license fee of two month advance on or before 7th day of starting month. Non-payment of license fees and other dues within the prescribed date will constitute breach of the terms of this agreement and shall render the license liable to be revoked as per clause 17.0 (Breach of Contract) of agreement. Besides, **the LICENSEE shall pay an interest of 24% per annum** on the amounts of license fees and other dues payable remaining outstanding after the due date and falling in arrears. Interest shall continue to accrue till the license fees amount is finally squared up. Such interest shall be charged for the full month if the payment of license fees and other dues are not made by the due date with arrears, if any.
- 23.** That the Agreement provided herein shall stand terminated at the end of the period agreed to herein i.e., on the last day of the month, from the date of handing over possession of the said premises, except that the agreement may also be terminated earlier in accordance with the terms of this Deed.
- 24.** In case of non-payment of license fees and other dues or any other reasons whatsoever, the licensee voluntarily agrees to permit the licensor "HPGCL" to disconnect all utility services including electric supply to the licensed premises and also seal the licensed premises. The licensee agrees voluntarily and also undertakes not to seek any claim, compensation, damages or any other consideration whatsoever, which may arise due to such disconnection and sealing by the Licensor.
- 25.** The Licensee agrees voluntarily and unequivocally to make all payments as may be due on the due date, without waiting for any formal invoice from the licensor. The licensee also voluntarily agrees to collect the invoices from the office of the Authorised representative of the licensor (HPGCL) before the due date. Non receipt of invoice will not be a consideration for delayed or non payment of dues and may be treated as a breach of agreement.
- 26.** License fee will be increased 10% per year cumulatively.
- 27.** The Licensee voluntarily and unequivocally agrees to provide unfettered and unconditional access to the licensed premises for security checks by security officers of the licensor and also agrees to comply with all directives as may be given from time to time by the security officers of the licensor.
- 28.** The license fee as applicable shall be deposited in advance and before 7th date of every month.
- 29.** That the LICENSOR and LICENSEE represent and warrant that they are empowered, authorised and able to make this agreement.
- IN WITNESS whereof the parties hereto have caused this agreement to be signed in their respective hands as of the day and year first before written.

DATE

DATE

(Authorised Signatory)

(Authorised Signatory)

For And On Behalf Of

For and Behalf of Licensee

Haryana Power Generation Corporation Limited

IN WITNESS WHEREOF THE LICENSEE and the HPGCL have set their hands hereunto on the day, month and year first written above in the presence of the following witness:

HPGCL

LICENSEE

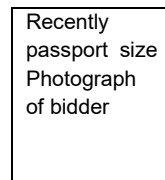
ANNEXURE-VI

FINANCIAL BID STATEMENT

I/We hereby offer to take up on license basis the space indicated as _____ measuring approximately _____ Sq. ft. (Capet area) (Refer Annexure-VIII) at RGTPP, Colony Shopping Complex, and operate a _____ / (usages other than the usages banned. Refer Annexure B for list banned) retail outlet thereon as per terms of this bidding.

- a. I/We shall submit to HPGCL Rs. _____ /-per month for operating at the Demised Premises for a period of 5 years.
- b. I/We agree to start of license from the date of possession / letter or notice for taking over possession/ handing over letter. I/We shall also pay municipal tax or any other charges mentioned in bid document or as applicable from time to time.
- c. I/we confirm that I/we have read and understood the rules and regulations regarding the bidding process for licensing of the site, inspected the conditions of physical infrastructure available on the site, plans and specifications of site and offer my/our acceptance to execute the project as per the terms and conditions contained herein in this document.
- d. I/we require _____ KW of electricity load to operate the retail outlet. I/We also confirm our understanding that provision of the requested electricity load is subject to availability and technical feasibility. Priority supply will be for utilities and services.
- e. I/We voluntarily and unequivocally agree not to seek any claim, compensation, damages or any other consideration whatsoever on account of non-provision of the required electricity load.
- f. I/We agree to make all payments / deposits related to provision of electricity and consumption thereof. I/we agree to keep this offer for a period of 180 days from the date of submission of bid.

(Signature and Seal of Bidder)



Name: _____

Address: _____

Tel _____

INFORMATION ABOUT TENDERERS

(To be furnished by the bidder)

1. In case of individual

1.1 Name of Business.

1.2 Whether he is an employee or is related to any employee of HPGCL, present or retired within in the past 2 years.

2. In case of Partnership

2.1 Name of Partners.

2.2 Whether the partnership is registered.

2.3 Date of establishment of firm.

2.4 Whether any partner or member of the firm is an employee or is related to any employee of HPGCL, present or retired within the past two years.

3. In case of Limited Liability Company or Company Limited by Guarantees.

3.1 Amount of paid up capital.

3.2 Name of Directors.

3.3 Date of Registration of Company.

3.4 Whether any of the Directors of the Company is an employee or is related to any employee of HPGCL, present or within the past two years.

4. Declaration

A declaration whether the tenderer is a relative of any employee of HPGCL or the tenderer is a firm in which employee of HPGCL or his relative is a partner or any other partner in his Organisation or the tenderer is a Private Company in which employee of HPGCL is a member or Director.

Signature of Tenderer

Name & Address

LINES OF TRADE NOT ALLOWED (LIST OF USAGES BANNED)

1. Any product / Service the sale of which is unlawful /illegal or deemed unlawful under any Indian act or legislation.
2. Any product the storage and sale of which may lead to or be considered as a fire hazard; such as fire crackers, industrial explosives, chemicals etc.
3. Storage and Sale of liquor and alcohol based drinks or beverages.
4. Sale of tobacco and tobacco products
5. Sale of raw meat in any form not allowed.

Signature of the Bidder

Executive Engineer/CMD-II
RGTPP, HPGCL
Khedar (Hisar)

Statement showing Areas & minimum license fee

Shop No. at RGTPP colony	Description of Shop	Carpet Area	Rent to be quoted excluding GST must not be less than
Shop No. 7 (ground floor)	Trade (s) as selected in Annexure-X	Shop Area (10'3" x 19'3")	Rs. 4920/-

Note: GST as applicable will have to be paid extra by Shopkeeper.

UNDERTAKING REGARDING THE TRADE (S) IN WHICH THE SHOPKEEPER WILL RETAIL

I/We undertake that I/we shall retail in trade (s) only which are marked "Yes" in following table, if approved by competent authority

Sr. No.	Name of tem	Yes/No
I.	Kiryana Shop	
II.	Vegetable Shop	
III.	Barber	
IV.	Beauty Parlour	
V.	General Store	
VI.	Dry Cleaner	
VII.	Stationary Shop	
VIII.	Flour Mill	
IX.	Sweets Shop	
X.	Fast Food	
XI.	Mobile Shop	
XII.	Photocopy Shop	
XIII.	Computer Accessories	
XIV.	Courier Services	
XV.	Bakery	
XVI.	Confectionery	
XVII.	Female Boutique	
XVIII.	Tailoring Shop	

(Signature and Seal of Bidder)

Name: _____ **Address:** _____

Contact no. _____

Price Bid (only for view/reference please, rates to be quoted online on attached BOQ)

Shop No.	Name of shop	License fee of shop for one month excluding GST (in Rs.)	
3 (ground floor)	<p>The bidder shall be allowed for using shop for either single trade or mix trading in below mentioned trades but the bidder has to specify/select the trade (s) in his bid</p> <ul style="list-style-type: none"> <i>i. Kiryana Shop</i> <i>ii. Vegetable Shop</i> <i>iii. Barber</i> <i>iv. Beauty Parlour</i> <i>v. General Store</i> <i>vi. Dry Cleaner</i> <i>vii. Stationary Shop</i> <i>viii. Flour Mill</i> <i>ix. Sweets Shop</i> <i>x. Fast Food</i> <i>xi. Mobile Shop</i> <i>xii. Photocopy Shop</i> <i>xiii. Computer Accessories</i> <i>xiv. Courier Services</i> <i>xv. Bakery</i> <i>xvi. Confectionery</i> <i>xvii. Female Boutique</i> <i>xviii. Tailoring Shop</i> <p>Note:-</p> <ul style="list-style-type: none"> I. Minimum rates of shop excluding GST should not be quoted less than Rs. 4920/-. II. If the rate quoted by firm is less than Rs. 4920 (excluding GST) then the bid of the firm will be out rightly rejected. III. The License shall be for a period of 5 years. IV. License fee will be increased 10% per year cumulatively. 	/	GST will have to be paid extra as applicable





(Signature and Seal of Bidder)

Name: _____

Address: _____

Contact no. _____

PAYMENT STAGE SUMMARY

<u>Before submission of bid</u>					
Sr. No.	Description	Amount to be Deposited online with bid.	In case of non-deposition	Remarks	
1.	EMD	20000/-	Bid will not be considered		
					
<u>After submission of bid</u>					
After deciding of H-1 bidder by competent authority, the letter of allotment of respective shop will be issued to firm/individual and the following payment will have to be made by shopkeeper/firm/individual after issue of LOA :-					
Sr. No.	Description	Amount to be Deposited online with bid.	Due date of amount to be deposited	In case of non-deposition	Remarks
2.	Security	6 months license fee + two month advance rent	Within 15 days of issue of LOA	Forfeiting of EMD and cancellation of allotment	a. Security is refundable & will be released after the completion of license period of 5 years. b. The earnest money deposited by license will be adjusted in security amount.
3	License agreement	On 100 Rs. Judicial stamp paper	Within 15 days of issue of LOA	Cancellation of allotment and forfeiting of all standing payment.	a. The License shall be for a period of 5 years., b. The contract can however be closed with prior notice of 3 months by any of the parties. c. License fee will be increased 10% per year cumulatively.
					
The license will be started from the 16th day onwards from date of issue of LOA or date of taking over possession whichever is earlier. No relaxation on this account will be given or considered. The applicant shall submit date of birth certificate (Matriculation certificate or registration with municipal authority etc.), proof of residence certificate (copy of ration card, voter list photo identity card, Aadhar Card) before possessing of shop and detail copy of establishment of shop in case individual , Partnership Limited Liability Company or Company Limited by Guarantees.					
					
The successful bidder shall establish his shop within 45 days of the issue of LOA failing which allotment will be canceled and all standing payment will be forfeited.					
After two month, shopkeeper has to submit rent/license fee of two month advance on or before 7 th day of starting month.					
					

After one year of running of shop, the license fee will be increased annually 10% cummulatively



Non-payment of license fees and other dues within the prescribed date will constitute breach of the terms of this agreement and shall render the license liable to be revoked as per clause 14.0 (Breach of Contract) of agreement. Besides, the LICENSEE shall pay an interest of 24% per annum on the amounts of license fees and other dues payable remaining outstanding after the due date and falling in arrears. Interest shall continue to accrue till the license fees amount is finally squared up. Such interest shall be charged for the full month if the payment of license fees and other dues are not made by the due date with arrears, if any.