RAJIV GANDHI THERMAL POWER PLANT

(A Unit of Haryana Power Generation Corporation Limited)

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

Corporate Identity No. U45207HR1997SGC033517

GST Registration No. 06AABCH4536J1ZM **PAN No. AABCH4536J**

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

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

E-TENDER DOCUMENT

FOR

REGULAR MONITORING (FOR TWO YEAR) OF AIR, WATER & FLY ASH FOR 2 X 600 MW, RGTPP, HPGCL, KHEDAR, (HISAR) 2027-2029

NIT No. 07/XEN/Env/RGTPP/2026-2027/F-870
Dated- 29.10.2026

Executive Engineer/Env,
FOR CHIEF ENGINEER/RGTPP,
HPGCL, KHEDAR, HISAR.

`

INDEX

Sr. No.	Description	Page No.
1.	Notice Inviting e-Tendering (e-NIT)	3
2.	Information Regarding Online Payment of Tender Document, eService & EMD Fee. (Annexure-I)	4-6
3.	Instructions to bidder on Electronic Tendering System (Annexure-II)	7- 8
4.	General Instructions to The Bidders (Annexure-III)	9-11
5.	General Terms & Conditions of Contract (Annexure-IV)	12-15
6.	Scope of Work (Annexure-V)	16
7.	Special Terms & Conditions (Annexure-VI)	17
8.	Format for Contract Agreement (Annexure-VII)	18
9.	Statement of Bidders (Annexure-VIII)	19
10.	STANDARD OPERATING PROCEDURES TO BE FOLLOWED BY BIDDERS TO MONITOR GST COMPLIANCE & INCOME TAX ACT (Annexure-IX)	20-25
10.	Rate Quoting Sheet (Annexure-X)	26

HARYANA POWER GENERATION CORPORATION LIMITED
Regd. Office – C-7, UrjaBhawan, Sector-6, Panchkula
Corporate Identity Number: U45207HR1997SGC033517
GST Registration No. 06AABCH4536J1ZM **PAN No. AABCH4536J**
Website: www.hpgcl.org.in **Telephone No.** 01693-250552
An ISO: 9001, ISO: 14001 and OHSAS: 18001Certified Company

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 "Regular monitoring of air, water & fly ash for 2 x 600 MW, RGTPP, HPGCL, Khedar, (Hisar) 2027-2029".

Tender Enquiry No.	NIT No. 07/XEN/Env/RGTPP/2026-2027/F-870 Dated- 29.10.2026
Description of Work	REGULAR MONITORING (FOR TWO YEAR) OF AIR, WATER & FLY ASH FOR 2 X 600 MW, RGTPP, HPGCL, KHEDAR, (HISAR) 2027-2029
Earnest Money	Rs. 28,800/-
Cost of Tender documents (Non-refundable)	Rs. 1,180/-
E-services fees (Non-refundable)	Rs. 1,180/-
Start date and time of tender uploading	29.10.2026, 18:00 Hrs
Last date for submission of online tender	17.11.2026 11:00 Hrs
Due date & time of opening of Technical bid (Part-I)	19.11.2026 15:00 Hrs
Contact Information	Sh. Tinku Goyal, XEN/Env (Mo. No. 82228-20043).

---Sd---
Executive Engineer/Env
For Chief Engineer/RGTPP,
HPGCL, Khedar, Hisar.

ANNEXURE-I

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 Authorities or may obtain information and application format and documents required for the issue of digital certificate from Haryana tenders in addition to helpdesk you may also contact on email ID – eproc.nichry@yahoo.com ,Tel – 0172-2700275

   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

   2.6 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.

   2.7 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.

   2.8 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.

   2.9 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.

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

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

3. Opening of an Electronic Payment Account:

Tender document can be downloaded online. Bidders are required to pay the tender documents fees online using the electronic payments gateway service**.** For online payments guidelines, please refer to the Home page of the e-tendering Portalhttps://etenders.hry.nic.in.

4. Pre-requisites for online bidding:

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

5. Online Viewing of Detailed Notice Inviting Tenders:

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

6. Download of Tender Documents:

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

7. Key Dates: -

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

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.	29.10.2026	18:00 Hrs	17.11.2026	11:00 Hrs
2.	Technical Opening (Part-I)	19.11.2026 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.				

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

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

8. **Bid Preparation (Technical & Financial) Online Payment of Tender Document Fee, eService fee, EMD fees and Submission of Bid Seal (Hash) of online Bids:**

8.1 The bidders shall have to pay for the Tender document fee, 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 for online payments guidelines, Home page of the e-tendering Portal https://etenders.hry.nic.in.may be referred.

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

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) in the part-I (Technical envelope).

The bidders shall **quote** the prices in price bid format.

8.3 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.

9. Apart from above, 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 their quoted prices are inclusive of all such statutory taxes/levies.

10. The unit rates are required for variation in scope of work and the payment will be made according to actual work done. Change in amount shall be calculated as per the unit rates quoted above.

11. The tenderers will quote their rates strictly as per ibid RATE QUOTING SHEET.

ANNEXURE-II

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

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

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

Note: -

1. If the tenders are cancelled or recalled on any grounds, the tender document fees &e-service fee will not be refunded to the agency.
2. Those agencies 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. concerned Executive Engineer.**

The following are exempted from depositing the earnest money: -

i. Public Sector Undertakings of the Central / Haryana State Government.
ii. Firms borne on DGS&D, DS&D Haryana rate contracts.
iii. Firms registered with the Director of Industries, Haryana or registered with National Small scale 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 at the respective Project/ office of HPGCL, if they quote the Registration number given by the respective project/ office of HPGCL in their tender papers.

11.1 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.

11.2 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.

12. 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/MtnlTrustline/Safescrpt/TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrollment.
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. The bidders can update well in advance, the documents such as certificates, purchase order details etc… under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. 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.
7. 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.
8. 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.

9. 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.
10. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission and time for the tender.
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. The bidders may submit the bid documents online mode only, through this portal. Offline document will not be handled through this system.
18. 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.
19. 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 at as a proof of bid submission for a tender floated and will also at as an entry point to participate in the bid opening event.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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).

---Sd---
XEN/ Env
For Chief Engineer / RGTPP,
HPGCL, Khedar, Hisar

Annexure-III

GENERAL INSTRUCTIONSTO THE BIDDERS

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

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

i. The firms/laboratories have to submit documentary evidence in support of indicating tender's qualification
   a) that the firm/lab has been approved/recognized by MoEF&CC/CPCB/HSPCB (Haryana State Pollution Control Board).
   b) that the firm/lab has experience of Same or Similar work(s) in HPGCL / NTPC / any SEBs / any PSUs / any corporations / Central Govt. / State Govt. / Semi Govt. or in any Thermal / Hydel Plant. Completion certificate for the same, duly issued by such organization, shall be submitted along with the tender. Experience criteria shall be as below:-

Experience of Execution of Work Order

Bidder must have successfully executed the Work Order(s) for same or similar work during last five during the last 7-years ending 31.03.2026 having minimum order value as under

Single order of the values not less than Rs. 5.75 lacs
OR
Two orders of the values not less than Rs. 3.59 lacs each
OR
Three orders of the values not less than Rs. 2.87 lacs each

ii. Bidder must have average annual turnover in last three consecutive financial years ending 31.03.2026 shall not be less than Rs. 7.19 lacs. Other income will not be considered for calculating the annual turnover. Firm has to supply copy of audited balance sheet showing the turnover or certificate from Chartered accountant in this regard & other income shall not be considered for arriving at average annual Turnover.

iii. The contractor should have registered under Contract Labour (Regulation & Abolition) Act, 1970 and possesses a valid labour license for deploying the workers on the work or will obtain the same within 15 days of issuance of work order.

iv. The firm should submit a certificate that the firm is not blacklisted by HPGCL or any other Centre or State Power Utility/Board or Corporation/or any other Thermal/Hydro Electricity project.

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

i) In case the blacklisting of the firm is for a specific plant and not for the organization as a whole then such blacklisting will not tantamount to ineligibility of the bidder.
ii) Blacklisting of the firm by any unit of 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.
iv) Firm has to certify itself for its eligibility with supporting documents to participate in the NIT stating that it has not been blacklisted by any organization presently, however in case at a later stage such certification found wrong then it will lead to misrepresentation of the facts and the firm shall be treated as blacklisted on this ground and action shall be taken as per regulations (36 and 37) of the corporation.

Note: -

1. If the bidder has a supply/ work order for a period of more than one year, the period and the proportionate value of the order which have been completed ending 31.03.2026 (duly supported by successful completion/ execution certificate for the such period/ value) shall be taken into consideration for assessing the eligibility criteria.
2. In case where audited results for the last preceding financial year are not available for determining the average annual turnover, certification of financial statements from a practicing-chartered accountant shall be considered acceptable. Average Annual Turnover = Sum of the Annual Turnover of preceding three years / 3 (As per audited Accounts).
3. Minimum capacity of Thermal power station/Unit shall be 110 MW.

4. The tender documents of only those bidders shall be considered who fulfill the eligibility criteria and submit documentary evidences in support of the same along with copy of performance certificate / repeat order from the same organization if any.
5. The bidders should have testing facilities at its works or the testing will be carried out at any Govt. approved test laboratory acceptable to HPGCL. HPGCL shall notify the list of the acceptable lab.
6. The firm should fill statement of bidders Performa as per Annexure-VIII and submit authentic supporting documents for proving its credential. Original documents may be asked for verification at the time of finalizing the tender.
7. Decision of the HPGCL regarding fulfillment of Pre-qualification requirement shall be final and binding upon the bidders.
8. Conditions of the contract and other information can be had from the office of XEN/Env (E-mail: xenenvash.rgtpp@hpgcl.org.in. Telephone No. 01693-250552/8222820043) on any working day prior to last date of Downloading of Tender Documents & Bid Preparation.
9. The Tender Document can also be downloaded from HPGCL website www.hpgcl@org.in.
10. The tender will only be submitted on the centralized e-procurement portal i.e. https://etenders.hry.nic.in.
11. 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.

12. The “Application for Bidding” along with the “Terms and conditions of the contract and its all Annexure should be submitted duly filed up completely and signed on each page by the tenderer online. Work offered should be strictly according to the specifications of scope of work and to the terms & conditions of the NIT. Unless a deviation from the specifications and terms and conditions given in NIT is pointed out by the tenderer specifically, it will be presumed that offer/ Tender conforms to the specifications and terms and conditions as laid down in NIT.
13. The tenderer shall submit their tender in two parts- the first part containing documents for qualifying criteria, technical specification, schedule of deliveries, 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 freight, price escalation, etc.

14. Rate Quoting Sheet

The tenderer will quote their rates STRICTLY AS PER THE RATE QUOTING SHEET. No deviation in terms shall be allowed.

15. 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.

16. 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.

17. 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.

18. The rates quoted by the tenderer should be very competitive and as prevailing in the market and should be firm and lump-sum. Prices should be quoted per unit also wherever applicable and asked.

19. The validity of the tender/offer shall be for 120 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.
    b. The rate negotiations shall be held as per Govt. of Haryana Notification/Guidelines from time to time.
20. No deviation shall be allowed. However, in case of deviation of taxes etc., the same be loaded for comparison purpose.

21. Selection preference of the tendered work may be allowed as per policy of the State Government to the Industrial Units located in Haryana on the lowest valid rates if tenderer so claim with requisite documentary evidence.

22. 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.

23. 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.

24. The whole work against this tender shall be awarded to a single firm i.e L-1 bidder whose overall quoted/equated prices are lowest for the complete package.

25. Purchaser 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.

26. **INSPECTION OF SITE OF WORK**: - Before tendering, the tenderer is advised to inspect the site of work, the environment & get acquainted with the actual work & other prevalent conditions, facilities available. No claim will be entertained later, on the ground of lack of knowledge.

----------Sd----------
XEN/ Env
for Chief Engineer/RGTPP,
HPGCL, Khedar, Hisar.

Annexure-IV

GENERAL TERMS AND CONDITIONS OF CONTRACT

1) CONTRACT AGREEMENT:-

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

2) RATE/ CONTRACT PRICE: -

Rate shall be quoted by the bidder, strictly as per rate quoting sheet and **the agreed contract price shall remain firm during the currency of the contract**. Any statutory taxes/levies excluding GST, 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 excluding GST.

3) EARNEST MONEY AND SECURITY DEPOSIT: -

3.1. Every tenderer, while submitting his tender, should online deposit an amount of **Rs. -** 28,800**/- (RUPEES Twenty Eight Thousand Eight Hundred Only)** as the earnest money.

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

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

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/final bill.

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

3.5. Security deposit shall be released only after completion of entire period of contract and after completion of 30 days of warranty/guaranty period, on the certificate of Engineer In-charge/EIC for successful completion of contract period and submission of requisite documents like last EPF/ESI return by the contractor.

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

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

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

4) PAYMENT TERMS: -

100% payment, after deducting 10% security deposit and other statutory deductions of the monthly running bill shall be made after satisfactory completion of work done. The payment will be done by Sr. AO, RGTPP, Khedar through RTGS.

5) MODE OF PAYMENT: -

The payment shall be made by Sr. AO, RGTPP through RTGS on monthly running bill for the work entrusted for the firm. The bill shall be processed within 10 days after the same is presented (In Triplicate) after completing all the formalities by the contractor. For payment firm will submit Account No., Type of Account, IFSC Code etc. to Sr. AO / AO, RGTPP.

6) COMPLETION PERIOD: -

The period of the contract shall be **Twenty-Four Months extendable by three months** at the sole discretion of HPGCL on same rate, terms & conditions. The work shall be started within 7 days of issue of LOI / Work Order, whichever is earlier, unless otherwise directed by issuer of the tender. The work shall be carried out and completed on month-to-month basis as per the requirement of the contract. The quantum of any item of the scope of work may increase or decrease to any extent, as per the site requirement, subject to the limit that total contract value shall not exceed by 10% of the contract value. Payment shall not be made for the work not done. In case of increase of quantum of work, the completion period of the contract will not change and the contractor will have to complete the job within stipulated period unless the completion period is extended in writing.

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) PENALITY:

a) Two copies of the complete test results / reports & Two copies of summary report with bound cover shall be submitted monthly in hard copy as well as in soft copy within 10 days of the last sample taken during a calendar month, otherwise penalty of **Rs. 1000/-** per day for delay will be imposed on the monthly bill.

b) The test results / reports should show a clear comparison against each test with MINAS / MOEF / CPCB / HPCB Standards as applicable. The comparison should show the value of the test standard Norms and remarks. In the absence of such comparison **Rs. 1000/-** will be deducted from each test cost.

c) As per labour laws the monthly payment to workers should be made by 7th day after the completion of wage period in their bank account and firm shall submit the copy of wages slip issued to workers duly signed by the concerned workers to this office along with payment proof latest by 10th day of every month otherwise a penalty of **Rs. 500/-** per day may be applicable on subsequent days till the submission of said document.

d) The firm shall deposit monthly EPF of workers as per EPF laws and submit the proof of EPF submission of worker by 20th day of next month otherwise a penalty of **Rs. 500/-** per day may be applicable on subsequent days till the submission of said document.

e) The firm shall deposit monthly ESI of workers as per ESI laws and submit the proof of ESI submission of worker by 20th day of next month otherwise a penalty of **Rs. 500/-** per day may be applicable on subsequent days till the submission of said document.

f) **The overall penalty shall be imposed up to maximum of 10% of contract value of work order. Penalty shall not include non-payment on any account.**

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 monthly bill in duplicate to the executive in-charge along with the followings: -

- **a.** Monthly Bill for the work done should be in duplicate. The bills should be on the contractor's bill book duly serially numbered and bearing date of issue, contractors EPF Code, ESI Code, GST No., PAN No., A photo copy of the EPF Code, ESI Code, GST No., Labour License, PAN No. shall be attached with the bill for reference and record.
- **b.** Self-attested copy of the deposit challan of EPF contribution, ESI contribution labour welfare fund deposited by the contractor for the labour engaged for the work duly validated with dossier of works and their account number in the appropriate prescribed Performa.
- **c.** Workman compensation policy documents (as per applicability)
- **d.** Self-attested copy of the attendance sheet, wages register and evidence of wage payment with wage slip.

ii. Contractor shall provide annually statements of deposition of EPF, ESI and wages to workers and proof of receiving of same shall be submitted to Er-In-Charge.

iii. The bill of the contractor along with the annexure submitted by the contractor at (i) above, should be approved and verified by the officer in-charge for gross value as well as net payable value and accompanied with the certificates / documents mentioned at (iii) and (iv) below.

iv. Certificate from the Engineer In-Charge the: -

- **a.** Work has actually been done as per the contract and to the entire satisfaction of EIC.

b. The copy of EPF challan, ESI Challan etc. submitted by contractor pertains to the labour deployed at site and none of workers has been excluded there from.

c. The record entry of the work done has been taken in the small measurement book (SMB) at Page No. ____ dated _____.

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

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

v. Certificate from labour welfare officer / factory manager stating that contractor has complied with all labour laws and safety clearance certificate from safety officer. In case of non-availability of labour welfare officer / safety officer from EIC.

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

DOCUMENT FOR SECURITY & PBG RELEASE: -

In addition to clauses of CBD for releasing security & PBG, following conditions shall also be applicable: -

i. Security shall be released only after issue of the final labour Law Clearance Certificate by the Labour Welfare Officer as well as submission of latest documents i e. returns challans by the contractor towards EPF, ESI etc.

10) FORCE MAJEURE: -

The delay in completion of 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.

11) WARRANTY: -

The contractor shall provide warranty for the workmanship of the work done for a period 30 days from the date of completion of work.

12) IDLE LABOUR CHARGES: -

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

13) OVER RUN CHARGES: -

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

14) WATCH & WARD: -

The watch and ward of T&P and other material will be the responsibility of the 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 etc. including surcharge 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.: -

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

The contractor shall make the payment of wages to its labour/worker in their bank account only. Documentary evidence thereof shall be submitted along with the running bills.

18) INSURANCE OF WORKERS: -

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

19) SAFETY RULES: -

A firm shall have to comply with all the provisions of safety rules. The chief 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 equipment's in unsafe conditions. Against violation of any other clause, a penalty of Rs 500/- per violation (minimum) shall be levied. In case of repeated violation of serious nature resulting in various serious accident or direct loss to the corporation/ threatens to cause severe consequences, higher penalty rates may be imposed including suspension/termination of the contract. If any action is initiated by Chief Inspector of Factories, Chandigarh or any other authority against occupier/factory manager or any other authority of HPGCL in case of any fatal/non-fatal accident or any other violation of factory act, 1948, Pb. Hr. Factory rules, 1952 or any other industrial or labour act, the contractor shall be liable for the same and also to deposit the amount of fine/penalty if any. In case of default action as deem fit shall be initiated against the contractor.

A safety clearance certificate from the chief safety officer shall be obtained by the contractor and has to be attached along with the bill.

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

20) ARBITRATION: -

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

21) LAWS GOVERNING CONTRACTS: -

All contracts shall be governed by the laws of India for the time being in force. Irrespective of the place of delivery, place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued. The courts of the place from where the acceptance of tender have been issued shall alone have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract.

22) SET OFF: -

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

23) SUBLETTING AND ASSIGNMENT: -

The Supplier shall not, sublet, transfer or assign the contract or any part there of or interest therein or advantage thereof in any part thereof in any manner whatsoever without prior consent of the purchaser.

24) GST COMPLIANCE & INCOME TAX ACT COMPLIANCE: The firm has to follow standard operating procedures to monitor GST compliance & Income Tax Act, DS Compliance as attached as Annexure-IX.

----------Sd----------
XEN/ Env.
for Chief Engineer/RGTPP,
HPGCL, Khedar, Hisar

Annexure-V

SCOPE OF WORK

Subject – Regular monitoring (For two year) of air, water & fly ash for 2 x 600 MW at RGTPP, Khedar (Hisar) 2027-2029

1. **Stack Emission :-**
   Analysis of flue Gases collected from both units for SPM, SO2, NOx, CO & Hg **every month.**
2. **Ambient Air Quality:-**
   Collection of Samples, analysis of samples for parameters as per NAAQ notification No. 18 Nov. 2009 i.e. Sulphur Dioxide (SO2), Nitrogen Dioxide (NO2), Particulate Matter (PM10), Particular Matter (PM2.5) Lead (Pb), Ammonia (NH3) on 24 hours basis. Ozone (O3) & Carbon Monoxide (CO) on 8 hour basis & 1 hour basis. **The said collection of samples for analysis shall be carried out at three locations i.e. one test per week per location**.
3. **Ambient Air Quality:-**
   Collection of Samples, analysis of samples for parameters as per NAAQ stands notified vide notification No. 18 Nov. 2009 i.e. Sulphur Dioxide (SO2), Nitrogen Dioxide (NO2), Particulate Matter (PM10), Particular Matter (PM2.5), Lead (Pb), Ammonia (NH3), Benzene(C6H6), Benzo (a) Pyrene (BaP)- Particulate phase only, Arsenic (As) & Nickel (Ni). **The said collection of samples for analysis shall be carried out as per 24 hours basis at two times in uniform intervals at RGTPP colony, Raw water & Pump House building (near ash dyke) and Recovery Building (near ash dyke) i.e. One test per week per location**.
4. **Effluent Testing: -**
   One test at each location for all parameters as per requirement of CPCB, HSPCB & MOE&F i.e. Colour, Odour, pH value, Total Dissolved Solids (TDS), Oil & Grease, Total Suspended Solids, Bio-Chemical Oxygen (BOD), Chemical Oxygen Demand (COD), Copper, Iron etc.: -

Sl. No.	Location	Frequency of tests
1.	STP Plant (inlet & outlet)	Every week
2.	STP Colony (inlet & outlet)	Every week
3.	ETP (inlet & outlet)	Every month
4.	Boiler Blow down (Unit-I)	Every month
5.	Boiler Blow down (Unit-II)	Every month
6.	Condensing Cooling Tower (Unit-I)	Every month
7.	Condensing Cooling Tower (Unit-II)	Every month
8.	Cooling Tower blow down (Unit-I)	Every month
9.	Cooling Tower blow down (Unit-II)	Every month
10.	Pond ash	Every month

5. **Fly Ash Sampling &Testing: - For both the units once in three months** for fineness grading, particle size, unburnt carbon LOI, silica, Iron-oxide, aluminum calcium oxide, Sulphate, Copper, Zinc, Nickle, Cadmium, Lead, Mercury, Chromium, Alkali contents etc.
6. **Metrological Data: -** Monitoring of meteorological data i.e. Temperature, Wind speed, Wind direction, Rain fall On Hourly Basis for 24 Hrs. once in a month.

Note: -

a) Two copies of the test results / reports shall be submitted monthly with bound cover within 10 days of the last sample taken during a calendar month.
b) The test results / reports should show a clear comparison against each test with MINAS / MOEF / CPCB / HPCB Standards as applicable. The comparison should show the value of the test standard Norms and remarks.
c) The monthly summary report of test results as per requirement of Er-in-charge shall be submitted.
d) Frequency of tests can be varied, as per actual site requirements and accordingly payments shall be affected.
e) The firm shall attend to any observation raised by HSPCB/CPCB or MoEF&CC in respect to the report submitted free of cost during the currency of the contract period.
f) The parameters for which samples collected are to be tested may vary as per guidelines received from CPCB/HSPCB/MoEF&CC time to time. It shall be the firm's responsibility to incorporative the same in its report without any additional cost to HPGCL.
g) For ensuring the quality of the Analysis / Calibration / Standardization of the instrument, contracting agency is responsible for proper use of instruments, facilities and any loss on account of negligence will be liability of the agency.
h) All necessary T & P equipment etc. for sampling and analysis purpose will be arranged by the contracting agency himself along with all the arrangements what so ever needed.
i) The Engineer–In–Charge shall have a right to remove any un-willing persons not found working satisfactory and creating nuisance.

--- Sd---
Executive Engineer/Env
For Chief Engineer/RGTPP,
HPGCL, Khedar, Hisar.

Annexure-VI

SPECIAL TERMS & CONDITIONS

1. The whole work against this tender shall be awarded to a single firm i.e L-1 bidder whose overall quoted/equated prices are lowest for the complete package.
2. The telegraphic / tender will not be entertained.
3. This office reserves the right to reject any or all tenders without assigning any reason what-so-ever.
4. Electricity will be supplied free of cost by HPGCL at one point and further arrangement will be made by contractor.
5. Water will be supplied by HPGCL at one point and further arrangement done by agency at its own level.
6. The contractor shall effectively protect the work from action of weather and from injury or defacement and shall cover finished parts where required for their through protection. Face work shall be left perfectly clean and free from defects.
7. The firm will get clearance certificate from labour safety officer and labour welfare officer before submitting the bill.
8. Tax invoice shall be raised by supplier / contractor and service provider which should contain invariably their GST Registration No., HSN Code, PAN No., Place of Business with Address and a Unique Invoice No. suffix with RGTPP so that the invoice could be distinguish with other business of HPGCL i.e. PTPS, DCRTPP, FTPS & Corporate Office.
9. **The contract may be short closed at any time during the period of contract by HPGCL without assigning any reason by giving a notice of one month, for which no compensation shall be payable to the contractor.**
10. No Compensation for any damage cause to the work / materials by him, folds or other natural calamities shall be paid to the contractor. The Contractor shall make good all such damages at his own cost as per direction Of the Engineer –In –Charge.
11. Nothing shall be paid for the damage done by rain, floor or nay other act of God.
12. If any damages is done by the contractor to any existing work during the course of execution of the work. This shall have to be made good by him at his own cost.
13. The firm shall take all the precaution to avoid the accidents by providing and maintaining necessary caution boards, red flag and red lights and providing barriers as necessary at either and of the location. All these arrangements will be considered as incidental to the work and contractor responsibility and nothing shall be payable to him in these respects.
14. Nothing shall be paid for making and maintenance of service road required for the transportation of the material.
15. The contractor shall clear the site of work simultaneously as the work proceeds failing which the same shall be got cleared by the Engineer-in-charge at the risk and cost of the contractor.
16. The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued to him by the department if any or his own material.
17. The contractor will arrange and use its own all type of machinery and T&P incidental to all operation for the work. The rates to be quoted should be inclusive of the same.

----------Sd----------
Executive Engineer/Env
for Chief Engineer/RGTPP,
HPGCL, Khedar, Hisar.

Annexure-VII

FORMAT FOR CONTRACT AGREEMENT

This contract agreement entered in to this _____ day of the month of _____, 20__ between Haryana Power Generation Corporation Ltd., a body corporate constituted under the Indian Company Act, 1956 herein after called Corporation which terms shall include all its heirs and successors on the one hand and M/s _____ The contractor which terms shall include all its heirs and successors on the other hand.

Whereas a contract for _____ at RGTPP, Khedar, Hisar during contract period _____ as officially described in tender documents issued against NIT no ._____ dated _____ and concluded by the issue of Work Order no. _____dated _____ appended hereto between Corporation & Contractor. Whereas Contractor further agrees to abide by all labour laws, rules and regulations which may be enforced from time to time and to the terms and conditions of the above said W.O. Where the contractor also agrees to absolve the HPGCL from all risks & responsibilities towards the labour engaged by the contractor during execution of the above said work.

The contractor will comply all provisions of the relevant labour laws/Acts and the rules /regulations framed there under. In the event of Rajiv Gandhi Thermal Power Plant, Khedar, Hisar being obliged to pay the compensation, the contractor will indemnify the corporation. The labour regulation shall be treated as part of the contract. Any break of labour laws/regulation shall be treated as breach of the contract.

Here RGTPP, Khedar, Hisar and the contractor have agreed to execute an agreement.

Now this deed witness and parties here to hereby mutually agree as above.

In witness where of the contractor & HPGCL here to set their hands as under.

Signature of the contractor	Signature & designation
In presence of witness	and on behalf of HPGCL presence of witness
Witness	Witness
1.	1.
2.	2.

Annexure-VIII

STATEMENTS OF BIDDERS

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

   GST No. _____.
6. Bank Details (attached signed cancelled cheque)
   i) Bank Name & Address
   ii) Bank Account Number
   iii) Bank Branch Code
   iv) IFSC Code of Branch
   v) Nature of account (current/saving/OD/CC)
7. Main Lines of Business
   i. _____ since_____
   ii. _____ since_____
   iii._____ since_____
8. Annual Turnover of past three year
   i. _____
   ii. _____
   i. _____
9. Past Experience:-

Name of Organization	Period	Reference of Contract	Order Value contract wise

10. Any other: -

Signature & Stamp of Bidder

Name & Designation of Authorized Bid Signatory _____

Annexure-IX

STANDARD OPERATING PROCEDURES TO BE FOLLOWED BY BIDDERS TO MONITOR GST COMPLIANCE & INCOME TAX ACT :

Stage I :- Floating of Notice Inviting Tender (NIT)

- It is to ensure that the all prospective bidders to submit copy of Registration Certificate under GST Act.
- The following undertakings (on the letter head of bidder) to be made part of mandatory documents to be submitted by all bidders:
  1.1 GST registration is valid as on date.
  1.2 No default has ever been made by bidder in filing 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 vendor 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 submission of each & every bill unless mentioned otherwise:

1.4 Undertakings mentioned at 1.1, 1.2 and 1.3.
1.5 A CA certificate regarding validity of GST registration will be submitted every six months during the tenure of contract.
1.6 Vendor will submit copies of GSTR I and GSTR 3B/challans as evidence to deposit of GST with certification that GST collected from HPGCL, to be specified in exact rupees, has been paid to Govt. vide this challan (specifying the challan no. & date of deposit) and returns filed (date of filing of return) includes the transaction of supply of Good or/and services to HPGCL.
1.7 Vendor will inform immediately the HPGCL about initiation of any proceeding (if any) against him under the GST laws which may result in suspension or cancellation of GST number of the Vendor.
1.8 Undertaking to indemnify the HPGCL in case of any financial implication on HPGCL due to non-compliance of prescribed obligation under the GST Law on part of the Supplier/vendor.
1.9 In case of ARCs/AMCs having duration above one year, copies of GSTR 1, GSTR 2A and GSTR 3B along with copies of invoices raised to HPGCL, duly reconciled with three returns to be submitted on quarterly basis.
In case of one time job orders and purchase orders, copies of GSTR 1, GSTR 2A and GSTR 3B along with copies of invoices raised to HPGCL, duly reconciled with three returns to be submitted before release of the security.

Stage II :**Scrutiny of bids** -

- The GST registration status of vendors will be verified from the official website www.gst.gov.in
- The address of vendor, the place from which supplies will be made or the invoice will be raised, mentioned in bid document should match with the GST registration number on the department's website. In case vendor is having multiple GST registration numbers, executive to ensure that GST number linked to place of supplier should be submitted to HPGCL.
- Filing status of following returns is to be verified that the returns are being filed by vendor within due dates:

Return	Periodicity of filing	Return for
GSTR1	Monthly	Outward supplies
GSTR2A	Monthly	Its auto populated on GST portal on the basis of GSTR 1 filed by vendor.
GSTR 3B	Monthly	Payment of GST
GSTR9	Yearly	Compilation of outward and inward supplies, made during the FY
GSTR9C	Yearly	Analytical statement on GST returns certified by GST Auditor

- Will be verified the undertakings, as specified in NIT, have been submitted by bidders. Failure to submit unconditional undertakings will render the bidder to ineligible at technical stage of evaluation itself.

Stage III :**Award of contract/ Issue of WO**.

- Purchase order/work order to specify that in case of failure at the end of vendor regarding deposit of tax and in complying with conditions mentioned at stage I & II, 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.
- Vendor will undertake to immediately inform the HPGCL about any amendment in the GST certificate and to immediately submit the updated registration certificate.

Stage IV : Receipt of first invoice-

- Executive wing to verify that the invoice is in performa as specified under GST laws (Section 31 to 34 of CGST Act read with Rules 46 to 55A of the CGST rules deal with the Tax invoice, Credit notes and debit notes) with correct GST number of HPGCL so that no difficulty is faced by HPGCL while claiming Input Tax Credit of GST due to incorrect GST number and also to reconcile the GST number and address of supplier as per invoice with the GST number & address given in tender documents submitted by vendor and submit the duly verified invoice to accounts wing.
- After the implementation of the E-Invoice w.e.f.01 Oct 2020 generation of e-invoice from common e-invoice portal for B2B supplies by person having aggregate annual turnover of more than Rs.500 Crs has been made compulsory. And w.e.f 01.Jan2021 Generation of E-invoice for GST supplies by person having aggregate turnover of more than Rs. 100 Crs has been made compulsory. And w.e.f 01.04.2021 generation of E-invoice for GST supplies by the person having aggregate turnover of more than Rs.5 Crs is proposed to made compulsory. The nodal officer/engineer in charge of the contract/appointed officer of the respective plant should demand from the supplier E-Invoice containing the invoice reference number (IRN) and QR code. It is worthwhile to note that any tax invoice including tax credit / Debit note issued by such notified person for B2B supplies without following the e-invoicing procedure shall not be treated as a valid document.
- Obtain a undertaking from the vendor who are not generating e-invoice in following format:

  We M/s…….. having PAN …… and GSTIN Registration Number ……..hereby undertake that our Aggregate Turnover (as per Section 2(6) of Central Goods and Services Tax Act, 2017) for FY 2019-20 does not exceed the prescribed threshold (as on the date of this declaration) for generation a Unique Invoice Registration Number (IRN)and QR code as per the provisions of Central Goods and Services Tax Act,2017 and rules thereunder ("GST Law"). Further, we also undertake that if the aggregate turnover of M/s…….. exceeds the current threshold or revised threshold notified by Government of India at any future date, then we shall issue invoice and credit note in compliance with the required provisions of GST Law. In case of any queries from the any state or centre Goods and Services Tax authorities, M/s. ……will be solely responsible.

  Yours Truly,

  For M/s……..

  Authorized Signatory Name : ……Designation:……..
- Accounts wing to check Arithmetical accuracy, Rate of GST charged & other calculations.
- In case the reis difference in value of invoice, due to difference in quantity or quality actually supplied, GST will be applied on revised value of invoice.

Stage V: Receipt of IInd & subsequent invoices

- In addition to procedure mentioned in stage IV, following steps to be under taken
- All under taking mentioned at stage I to be obtained & verified.
- GSTR 2A should be matched with amount of GST paid. In case, the details are not there in GSTR2A, issue needs to be taken up with vendor and GST consultant of HPGCL.

Others:

- EMD and Securities / Bank guarantees taken by HPGCL may be refunded only after payment of GST by vendor / contractor which was charged from HPGCL.
- In case any issue arises wrt failure by the firm in GST compliances, all future payments to be put on hold after having consultation with HPGCL's GST consultant.

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 Number Section 2(6) of Central Goods and Services Tax Act, 2017) for FY ---------- does not exceed the prescribed threshold (as on the date of this declaration) for generation a Unique Invoice Registration Number (IRN) and QR code as per the provisions of Central Goods and Services Tax Act, 2017 and rules thereunder ("GST Law") Further, we also undertake that if the aggregate turnover of M/s……. exceeds the current threshold or revised threshold notified by Government of India at any future date, then we shall issue invoice and credit note in compliance With the required provisions of GST Law. In case of any queries from the any state or centre Goods and Services Tax authorities, M/s……...

Yours Truly,

For M/s……..

Authorized Signatory Name:…….. Designation:……..

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

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

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

Yours Truly,

For M/s…….

Authorized Signatory Name: Designation:

Undertaking cum declaration from the vendor (on vendor's letter head

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

1.9. 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 challans (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.

1.10. I undertake to inform immediately the HPGCL about initiation of any proceeding (if any) against me/my firm under the GST laws which may result in suspension or cancellation of GST number of the Vendor.

Yours Truly

For M/s…….

Authorized Signatory Name: Designation:

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:

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

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

HPGCL as a deductor of tax:

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

Form	Transaction to be reported
24Q	TDS on salaries
26Q	TDS on all payments except salaries
26QC	TDS on rent

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

HPGCL is in receipt of payment net TDS:

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

Annexure-A

Specified Payments/ Transaction applicable to TDS

TDS is to be deducted on the specified transaction mentioned under Income tax act. These transactions are given below with their section, limits & rate as per FY.

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	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. 50 Lakh	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%

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

DECLARATION OF TDS

I, _____, _____ (Designation) of _____ (Name of the Corporation/Company/ Board/ Trust), having PAN - _____(here in after referred as the Corporation/Company/ Board/ Trust), hereby declare and affirm a under:

1. That the Corporation/Company/Board/ Trust is a regular income tax assessee.
2. That the Corporation/Company/ Board/ Trust has been filing its return of income tax regularly.
3. That the Corporation/Company/ Board/ Trust has filed returns of income tax for the financial years 2023-24 and 2024-25 under the provisions of section 139(1) of the Income Tax Act, 1961 as per details given below;

Assessment Year	Acknowledgement Number	Date of filing

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

(Deponent)

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

(Deponent)

Annexure-X

RATE QUOTING SHEET

Sl. No.	Description of Item	Unit	Qty. for 24 months	Rate to be quoted per unit excluding GST (in Rs.)	Total Amount Excluding GST (in Rs.)
	A	B	D	E	F = (D x E)
1.	**Stack Emission :-** Analysis of flue Gases collected from both units for SPM, SO_2, NO_x, CO & Hg **every month**.	Nos.	48		
2.	**Ambient Air Quality:-** Collection of Samples & analysis of samples for various parameters on **24 hours basis or less** as per scope of work (Annexure-V) at **Three locations One test per week**.	Nos.	312		
3.	**Ambient Air Quality:-** Collection of Samples, analysis of samples for various parameters on 24 hours basis (Two times) as per scope of work (Annexure-V) at **Three locations One test per week**.	Nos.	312		
4.	**Effluent Testing:-** **One test at each location** for all parameters as per scope of work (Annexure-V) as per requirement of CPCB, HSPCB & MOE&F	Nos.	400		
5.	**Fly Ash Sampling &Testing:-** For both the units **once in three month** for various parameters as per scope of work (Annexure-V)	Nos.	16		
6.	**Metrological Data:-** Monitoring of meteorological data on Hourly Basis for 24 Hrs once in a month as per scope of work (Annexure-V)	Nos.	24		

Note: -

1. Total overall quoted lump sum rates for all 6 activities as per price bid will be considered for finalization of L-1 bidder.
2. GST will be paid extra as applicable.
3. The above rate sheet is for reference only. The rate must be filled online.

(Sign.& Stamp of contractor)

Digitally signed by TINKU
Date: 2026.10.29 16:39:16 IST
Location: Haryana-HR