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: xentgm1.rgtpp@hpgcl.org.in



E-TENDER DOCUMENT

FOR

Annual Rate Contract for Online Leak Sealing jobs for two years
to plug water/Steam/oil leakages in Turbine & Boiler areas at
2x600MW RGTPP Khedar Hisar, 1x210MW & 2x250MW PTPS
Panipat and 2x300MW, DCRTPP Yamunanagar.

NIT No. 27/RGTPP/TGM-I/1 VoI-VIII
Dated-30/04/2024

Executive Engineer/TGM-I For Chief Engineer/RGTPP, HPGCL, Khedar, Hisar. Tel. No.- 01693-250114

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. 01693-250114
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 Chief Engineer/RGTPP, Haryana Power Generation Corporation Limited (HPGCL) Khedar, Hisar from eligible parties, for Online Leak Sealing jobs for awarding the rate contract for two years to plug water/Steam/oil leakages in Turbine & Boiler areas at 2x600MW, RGTPP, Khedar, Hisar; 1x210MW & 2x250MW, PTPS, Panipat and 2x300MW, DCRTPP Yamunanagar.

Tender Enquiry No.	NIT No. 27/RGTPP/TGM-I/1 Vol-VIII Dated-30/04/2024
Description of Work	Annual Running Contract for Online Leak Sealing jobs to plug Water/Steam/Oil leakages in Turbine & Boiler areas at 2x600MW, RGTPP, Khedar, Hisar; 1x210MW & 2x250MW, PTPS, Panipat and 2x300MW, DCRTPP Yamunanagar.
Earnest Money (EMD)	Rs 94,533/-
Cost of Tender documents (Non-refundable)	Rs 1180/-
E-services fees (Non-refundable)	Rs 1180/-
Contacts	Sh. Dharmveer Singh, Xen/TGM-I Email-ID: xentgm1.rgtpp@hpgcl.org.in (M): 9355084564

XEN/TGM-I, For Chief Engineer/RGTPP RGTPP,HPGCL, Khedar, Hisar.

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. 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.

The following are exempted from depositing the earnest money:-

- I. Public Sector Undertakings of the Central / Haryana State Government.
- II. Firms borne on D.G.S. & 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. The exemption shall be for the specified items which are available on Director of Industries, Haryana / National Small Industries Corporation Rate Contract.
- IV. Bidders who have contractor Identity and are registered on HEWP & have deposited one time deposit are also eligible EMD exemption. However, bidder shall submit bid specific Earnest Money Declaration Form generated from HEWP.
- V. Firms borne on the HPGCL"s approved list of suppliers which may have made a permanent earnest money deposit of Rs.10.00 Lakh 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.
- VI. However the provision of the permanent EMD will not be applicable on specific and high value contract exceeding Rs. 10 Crore.

Note: Those Agency who are exempted from EMD, should submit related document for proof.

- 3. Submission of bids will be preceded by submission of the digitally signed and sealed bid (hash) as stated in the time schedule (key dates) of the tender.
- 4. The Tenderer can submit their tender documents (Online) as per the dates mentioned in the key dates.

Key Dates

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

Sr. No.	Department Stage	Tenderer's Stage	Start date and time	Expiry (end) date and time
1	-	Downloading of Tender Documents & Bid Preparation	30/04/2024at 17:00 hrs	22/05/2024 upto17:00 Hrs
2	Submission of bid documents		30/04/2024at 17:00 hrs	22/05/2024 upto17:00 Hrs
3	Technical Opening (Part-I)			27/05/2024 at 11:00 hrs
4	Short listing of Technical bids & Opening of Price/ Financial Bid		will be intimated their E-mail	to the firms on

XEN/TGM-I, For Chief Engineer/RGTPP 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.

 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. Tenderers may contact for any support regarding tender submission / obtaining digital signature etc. at following nos. / email ids:-
 - E mail: support-eproc@nic.in OR eproc.nichry@yahoo.com Help Desk: 0120-4001002, 05, 0120-4200462, 0120-6277787, 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 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.
- 2.8 Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal https://etenders.hry.nic.in.

- 2.9 For help manual please refer to the 'Home Page' of the e-Procurement website at https://etenders,hry.nic.in and click on the available link 'How to .?" to download the file.
- 2.10 Before submitting tenders the instructions may be read carefully regarding submission of tender. If any bidder finds discrepancies or omissions in the tender documents or is in doubt as to the true meaning of any part, he shall clarify same from tender issuing officein 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.
- **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
- **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 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. <u>Bid Preparation (Technical & Financial) Online Payment of Tender Document Fee, eService fee, EMD fees of online Bids:</u>

- 8.1 The bidders shall have to pay for the Tender document fee, EMD fees & eService Fee (Rs 1180/-) 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.hrv.nic.in may be referred.
- 8.2 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 price bid shall be submitted in separate part-II format supplied by purchasing authority online. The committee members shall open only the part-I on schedule date of opening of technical bid. As per system settings, Part-II cannot be opened on that date.
- 8.3 The tenders shall be opened on the due date by Tender Opening Committee comprising of Executive Engineer, AE/AEE and a representative of finance / account department ofnot below the rank of Section Officer / Divisional Accountant. The tenders shall be downloaded and print outs taken.
- 9 If the tenders are cancelled or recalled on any ground, the tender document fees & eservice fee will not be refunded to the agency. However, EMD shall be refunded.
- 10 Bidder shall ensure that payment shall be made at least 2 days prior to last date of submission of the bid.
- 11 Rates shall be quoted by the tenderer in the format supplied by purchaser. No deviation in terms shall be allowed.
- 12 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.

- 13 The bidder can revise his price bid any number of times but only before last date of submission of bid. All previous quotes are deleted & only the latest price quoted is visible to the purchasing authority on date of opening of price bid.
- 14 The bidders shall observe the highest standards of ethics during the submission of tender and execution of the contract. In case of evidence of cartel formation by the bidder(s) EMD is liable to be forfeited.
- 15 The bidder shall bear all costs of bank charges, if any, associated with the preparation and submission of his bid and the purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

XEN/TGM-I, For Chief Engineer/RGTPP 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 for those who qualify the following criterion:-

i. The Bidders must have experience of having successfully executed the work order of Online Leak Sealing Jobs in HPGCL/NTPC/Any SEBs/Any PSUs/Any Corporations/Central Govt/State Govt/Semi Govt or in any Thermal Power Station having minimum capacity units of 110MW or above and other eligible conditions as given below: The bidder shall have successfully executed work order for online sealing job during Last **07** years ending last day of the month pervious to the month in which application are invited & having minimum order value as under:

Single Order of the value not less than Rs. 37,81,332.8/-

OR

Two Orders of the value not less than Rs. 23,63,333/- each.

OR

Three Orders of the value not less than Rs. 18,90,666.4/- each.

- ii. Bidder must have average annual turnover in last three consecutive financial years ending 31.03.2023 shall not be less than Rs.23,63,333/-. 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 posses PAN No., EPF Code Registration No., ESI account no. (if applicable) & GST No.
- v. The firm should submit a certificate that the firm is not blacklisted in last 05 years from any organization.

vi. Bidder(s) shall have HEWP contractor Identity while applying for the tender.

Note: -

- a) Decision of the HPGCL regarding fulfillment of pre qualification requirement shall be final and binding upon the bidders.
- b) 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.
- c) 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 prior to the month in which applications are invited (duly supported by successful completion/execution certificate for such period/value) shall be taken into consideration for assessing the eligibility criteria.
- d) The firm has to submit the copy of work orders executed by them along with completion/performance certificate or copy of the repeated work orders from the same agency/enterprises/power plant etc. duly attested in support of qualifying condition and as a proof of satisfactory execution of work.
- e) Average Annual Turnover
 - i) Average Annual Turnover = Sum of the Annual Turnover (ATO) of preceding three years / 3 (As per audited Accounts)
 - ii) Annual Turnover (ATO) = ECX12/CP
 - EC= Estimated Cost
 - CP= Job Completion in months (Contact Period)
 - iii) 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.
- f) Other income shall not be considered for arriving at annual turnover.
- g) In case where audited results for the last preceding financial years are not available for determining the average turnover, certification of financial statements from a practicing Charted Accountant shall be considered acceptable.
- h) 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.
- i) The firm should fill statement of bidders Performa as per **Annexure-X** and submit authentic supporting documents for proving its credential. Original documents may be asked for verification at the time of finalizing the tender.
- j) Decision of the HPGCL regarding fulfillment of Pre-qualification requirement shall be final and binding upon the bidders.
- 2. Conditions of the contract and other information can be had from the office of XEN/TGM-I (e-mail:xentgm1.rgtpp@hpgcl.org.in,TelephoneNo. 01693-250114/9355084564) on any working day prior to last date of downloading of Tender Documents & Bid Preparation.
- 3. Cost of Tender and EMD in any other form shall not be accepted.
- 4. The Tender Document can also be downloaded from HPGCL websitewww.hpgcl@org.in.
- 5. The tender will only be submitted on the centralized e-procurement portal i.e. https://etenders.hry.nic.in.
- 6. 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.
- 7. No provision for price escalation is made on any account. The price quoted by the tenderer shall be FIRM till the contract is completed. The tenderer's acceptance of this condition should be indicated along with the Bid. Rates shall be quoted by the tenderer in concurrence with rate quoting sheet. Ordinarily the deviation in terms shall not be considered.
- 8. 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.
- 9. 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, Works tax, VAT, price escalation, etc.

10. **RATE QUOTING SHEET**

- a) The tenderer will quote their rates STRICTLY AS PER THE RATE QUOTING SHEET.
- b) **CONDITIONAL DISCOUNT** offered by any tenderer will not be considered for the purpose of relative comparison of rates quoted by participating tenderers.
- 11. 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.
- 12. 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.

- 13. 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.
- 14. 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.
- 15. Any statutory taxes/duties/other 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/ duties/other levies.
- 16. Normally the tenders should not differ from the Terms & Conditions and technical specifications incorporated in the Tender Documents. In case of any deviation the same shall be specifically mentioned on separate sheet otherwise it will be presumed that tenderer agreed all terms & conditions as per Tender Document.
- 17. 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/competent authority.
 - b) The rate negotiations to be held as per latest policy of Govt. of Haryana amended from time to time.
- 18. No deviation shall be allowed. However, in case of deviation of taxes etc., the same be loaded for comparison purpose.
- 19. 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.
- 20. 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.
- 21. The bidder shall bear all costs including bank charges, if any, associated with the preparation and submission of his bid, and the purchaser/HPGCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 22. 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.
- 23. The bidders shall supply partnership deed in case of partnership firm and Memorandum of Association and Article of Association in case of a company.
- 24. CE/RGTPP reserves the right to cancel the NIT or to change/modify the tender as a whole or in parts or to reject any or all the tenders so received without assigning any reason and will not responsible & will not pay for any expenses or losses that may be incurred by the tenderer in preparation of the tenders/offers.

25. **INSPECTION OF WORK SITE**

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.**

26. In case of one time job orders and purchase orders, copies of GSTR 1, GSTR 2A and GSTR 3B shall required to be supplied along with copies of invoices raised to HPGCL. Security shall only be released after verification of duly reconciled with three returns (GSTR 1, GSTR 2A and GSTR 3B).

Executive Engineer/TGM-I For Chief Engineer/RGTPP, HPGCL,Khedar,Hisar Scope of work for Online leak sealing jobs for two years to plug water/Steam/oil leakages in Turbine & Boiler areas, at 2x600MW RGTPP Khedar, 1x210MW 2x250 MW PTPS Panipat and 2x300MW Yamunanagar.

Sr. No.	Description		Frequer	ncy of Activ	ity
		RGTPP Station	PTPS Panipat	DCRTPP Yamuna nagar	Total Freuency of all Station (RGTPP, PTPS & DCRTPP)
1	Tentative no. of visit for online leak sealing jobs. Team shall comprise of minimum three workers.	50	45	45	140
2	Tentative no. of overtime hours.	48	39	30	117
3	Tentative no. of emergency visit i.e. for services made on Sunday/ Public/ National holiday.	10	19	15	44
4	Tentative no. of call out visit i.e. if team is sent back without getting work done which is possible when plant goes out of bars after calling the team.	10	16	8	34
5	Tentative no. of visits for assessment of work before execution of work.	10	14	15	39
6	Tentative no. of night stay at station during execution of sealing jobs	10	12	8	30
7	Re-injection visits during 46 days to 90 days of initial sealing i.e. after expiry of guarantee/warrantee period of 45 days	18	15	10	43
8	Travelling Charges for attending online leak sealing jobs under following circumstances: 1. For attending online leakage sealing job. 2. For emergency visit i.e. for services made on Sunday/ Public/ National holiday 3. For assessment of work before execution of work 4. On account of Call out charges for immature calls per visit if team is sent back without getting work done which is possible when plant goes out of bars after calling the team. 5. For Re-injection visits during 46 days to 90 days of initial sealing i.e. after expiry of guarantee/warrantee period of 45 days.	98	109	93	300

guarantee/warrantee period of 45 days.

Note: Tentative frequency may be given for a period of 24 Month.

B. Tentative requirement of Clamps if supplied by the Firm:

1. RING CLAMP

Sr. No.	Description				
		RGTPP Station	PTPS Panipat	DCRTPP Yamunana gar	Total
1	Upto 22 mm plate thickness	100	16	60	176
2	Above 22 mm to 45 mm Plate thickness	100	16	35	151
3	Above 45 mm to 75 mm Plate thickness	80	16	25	121
4	Above 75 mm Plate thickness	80	16	25	121

Note: Upto 7.5 mm gap, brass wire shall be used by the firm.

2. BOX CLAMPS

Sr. No	Description				
		RGTP P Statio n	PTPS Panipat	DCRTPP Yamuna nagar	Total
1	For line size up to 80 mm OD	100	16	60	176
2	For line size above 80 mm to 150 mm OD	100	20	35	155
3	For line size above150 mm to 250 mm OD	90	14	25	129
4	For line size above 250 mm to 350 mm OD	70	15	20	105
5	For line size above 350 mm to 450 mm OD	70	12	20	102

Note: 1. Dimension of box clamp shall be taken along the pipe. In case of cuboids shape box clamp, maximum dimension out of width and height shall be considered as OD.

Scope of work in part of contractor and HPGCL

a. Contract's Part

- i) Deputing your team for sealing of leakages of steam/water/air/oil etc.from flanges/ valve / Bonnet/ glands/ pipe punctures etc. during running of the plant.
- ii) Compounds/ materials/ brass wire etc. required for sealing the leakages shall be at the cost of the contractor.
- iii) Transportation of your team tools & tackles etc. to the plant site.
- iv) Fitting, air hoses etc. required for air connection.
- v) Clamps on chargeable basis if required, Ring clamps are normally required if gap between flange faces is more than 7.5mm. However under special circumstances where gap is less than 7.5mm. Provision of clamp shall be jointly decided by RGTPP, HPGCL, Khedar, Hisar and the contractor.
- vi) Hand Bulbs /wire leads for arranging temporary lighting, if required.
- vii) The clamp will have to be supply within 02 days from the date of intimation.

b. **HPGCL Part**

- i) Supply of compressed air near place of work at one point.
- ii) Suitable scaffolding will be provided/erected by HPGCL for proper execution of sealing job.
- iii) Electricity and water shall be supplied by HPGCL free of cost.

Executive Engineer/TGM-I, ForChief Engineer, RGTPP, HPGCL, Khedar, Hisar

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 as per **Annexure-IX**.

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 including three months extensions. Any statutory taxes/levies/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. However, the GST, if quoted, will be paid extra as applicable during the execution of work.

3) EARNEST MONEY AND SECURITY DEPOSIT

- 3.1. Every tenderer, while submitting his tender, should online deposit an amount of Rs 94,533/- (Rupees Ninety four Thousand Five hundred Thirty Three 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.
- 3.3. 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.
- 3.4. 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:-

EMD deposited by the successful bidder shall be kept as security deposit beside the retention money held from the running bills for stage payment.

- 3.5. The security deposit of the contractor shall be retained by HPGCL for faithful execution of the contract.
- 3.6. Security deposit /deducted shall be released only after completion of the entire period of the contract and after completion of Guarantee/Warranty period, on the certificate of Engineer In-charge/EIC for successful completion of Guarantee/Warranty period and submission of requisite documents like last EPF/ESI return by the contractor.
- 3.7. No interest shall be paid on EMD / Security Deposit for the period it remains deposited with HPGCL.
- 3.8. 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.
- VII In case of one time job orders and purchase orders, copies of GSTR 1, GSTR 2A and GSTR 3B shall required to be supplied along with copies of invoices raised to HPGCL. Security shall only be released after verification of duly reconciled with three returns (GSTR 1, GSTR 2A and GSTR 3B)&successfully completion of G/W period.
- .VIII. EMD and Securities/Bank guarantees taken by HPGCL may be refunded only after payment of GST by vendor/contractor which was charged from HPGCL.
- IX. In case any issue arises with respect to failure by the firm in GST compliances, all future payments to be put on hold after having consultation with HPGCL's GST consultant.
- X GST undertaking as per Annexure-A to D has to be submitted by the firm while raising the e-invoice/Bill

4) PAYMENT TERMS

100% payment, after deducting 10% security deposit and other statutory deductions (if any), of the running bill or monthly bills shall be made after satisfactory completion of work done. Payment will be made as per actual measurement of the work.

5) MODE OF PAYMENT

Payment shall be released by the Sr. Accounts Officer/Accounts Officer, RGTPP through RTGS/NEFT. The Contractor will intimate the complete bank details viz. Name of Bank/Branch, Account Number, Type of Account, IFSC Code etc. to Sr. Accounts Officer/Accounts Officer.Bank charges, if any, shall have to be borne by the tenderer/contractor.

6) PERIOD OF CONTRACT

The period of ARC shall be applicable for the duration of two years which will be start from the date of issuance of LOI/Work order whichever is earlier. The period of contract may be extended upto 3 months at the discretion of HPGCL at the same rate & terms and conditions.

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 FOR DELAY

Time is the essence of the contract. The contractor shall ensure timely completion of the job as per stipulated completion period. In case of delay in completing the work/job, the penalty for delay will be imposed @ 1% of the total contract value per week or part therof subject to maximum of 10% of the contract value.

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

9) <u>DOCUMENTATION</u>

The contractor and the executive in-charge of the work (XEN/TGM-I) shall ensure the following document before forwarding the bill of the contractor to the accounts wing for pass and payment to avoid delay in payment of the contractor:-

- i) Contractor shall submit the bill in duplicate to the executive in-charge along with the followings:
 - a) Bill for the work done, in duplicate. The bill should be on the contractor's bill book duly serially numbered and bearing date of issue, contractors EPF code, ESI code, GST number, PAN. A photo copy of the documents as such EPF code, ESI code, GST number, Labour license &PAN etc. as applicable shall be attached with the running bill for reference and record.

- b) Self attested copy of the deposit challan of EPF contribution, labour welfare fund deposited by the contractor for the labour engaged for the work duly validated with dossier of workers and their account no. in the appropriate prescribed Performa.
- c) Self attested copy of the attendance sheet, wages register and evidence of wage payment.
- d) The Contractor will provide the undertaking (as per Annexure-XIII) regarding deposition of GST collected from HPGCL with Bills.
- e) Tax invoice shall be raised by contractor /service provider which should contain invariably their GST registration no., HSN code, place of business with address and a unique Invoice number suffix with RGTPP so that the invoice could be distinguish with other place of business of HPGCL i.e. PTPS, DCRTPP, FTPS, Corporate office.
- ii) The bill of contractor along with annexure submitted by contractor as mentioned 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 as mentioned at (iii)&(iv)below.
- iii) Certificate from the Engineer-in-charge that
 - a. Work has actually been done as per the contract and to the entire satisfaction of EIC.
 - b. The copy of the EPF challan, ESI challan etc. submitted by the contractor pertain to the labour deployed at site and non of the worker has been excluded there from.
 - c. The record entry of the work done has been taken in the SMB at page no. _____ on 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.
- iv) 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:-Documents attached along with the contractor bill should be referred in the forwarding letter of the executive office forwarded the bill for pass and payment.

10) PERFORMANCE BANK GUARANTEE

Unless agreed otherwise, contractor shall submit bank guarantee of the nationalized bank equivalent to 10% of the contract value in the prescribed performa valid up to one month after completion of warrantee period.

11) WARRANTY/GUARANTEE

In case of a sealed joint fails within **45 days** of initial sealing, the same will be attended by the firm free of cost i.e. no charge of any kind (service / travelling etc.) will be paid by HPGCL.

12) FORCE MAJEURE

Contractor shall not be liable for any delay for reasons arising out of compliance with regulations, orders or instructions of Central /State Govt., acts of God, acts of civil and Military authorities, fires, floods, strikes, lockout, freight embargoes, war-risk, riots and civil commotion if the contractor wants to extend the completion period under this clause, he will request for such extension of the completion period along with all necessary evidence, before the expiry of the schedule date of completion. In no case the completion period shall be extended under this clause in case the request is received after the due date of completion. Extension in the completion period may be granted only for the period for which the completion of the work is proved by the contractor to have been delayed for circumstances mentioned in the clause.

13) IDLE LABOUR CHARGES

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

14) OVER RUN CHARGES

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

15) WATCH & WARD

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

16) FACILITIES TO BE ARRANGED BY CONTRACTOR

The contractor shall make his own arrangement for providing all facilities like lodging, boarding, furniture and transportation etc. for his supervisors/staff engaged by him for the job.

17) STATUTORY DEDUCTIONS

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

18) FACTORY ACT/MINIMUM WAGES ACT/INSURANCE ACT/ EPF ACT ETC.

Strict adherence of various applicable laws likes the Factories Act, Minimum Wages Act, 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 saving account only. Documentary evidence thereof shall be submitted along with the bill.

19) INSURANCE OF WORKERS

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

20) SAFETY RULES

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

A safety clearance certificate 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.

21) ARBITRATION

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

22) LAWS GOVERNING CONTRACTS

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

23) <u>SET OFF</u>

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.

24) SUBLETTING AND ASSIGNMENT

Contractor shall neither sublet the contract nor suspend the work at any time during the period of contract without any lawful excuse and without the earlier permission of the project authorities.

25) The Firm will follow GST SOP and Income tax SOP of HPGCL.

Executive Engineer/TGM-I, For Chief Engineer/RGTPP, HPGCL, Khedar, Hisar.

SPECIAL TERMS AND CONDITIONS

1. MEASUREMENT AND BILLINGS

All measurement shall be in metric system. The representative of the Engineer- in-charge of work will measure all the works completed. The contractor will submit the bill in triplicate on approved Performa to the work executed division of respective station i.e. RGTPP, DCRTPP & PTPS separately.

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

3. AUTHORIZED REPRESENTATIVE

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

4. LABOUR LAWS

The firm will comply with the provisions of the labour laws/ Acts, as applicable time to time by the Govt. of Haryana. No Labour below the prescribed limit of age i.e. 18 years and above 60 years shall be employed by the contractor on his allotted works.

5. If the firm/contractor who is carrying out the ARC work and not able to attend the leakage due to site constraints/system constraints or otherwise, then HPGCL has the right to get the job/work done from the other firm, who is executing online leak sealing work/jobs. The differential cost will be recovered from the current running ARC's contractor after successful completion of the job by the other firm.

6. INCOME AND OTHER TAXES DEDUCTIONS

The income tax plus surcharges there on and any other statutory levies required to be deducted by the HPGCL under any statute will be deducted at source at the rate applicable from time to time.

7. LOSS OF PLANT HPGCL PROPERTY DURING EXECUTION OF THE WORK

The contractor shall ensure that no damage or loss is done to HPGCL / Plant property or any other agency in the jurisdiction of work site. In case it is found that there is any loss to the plant equipment, HPGCL property or human being due to negligence of the contractor at his own cost.

The contractor shall be responsible to keep his labour / workman in specified area only. Action will be taken if labour / workman are found at other place or indulge in unlawful activities.

The contractor shall make his own arrangement for all tools & tackles, skilled and unskilled labour etc. required for the execution of contract. The work shall be subject to inspection at all time by the Engineer- in — charge or his authorized representative(s). The contractor shall have to carry out the work to entire satisfaction of the Engineer-in-charge.

8. **GATE PASS**

The contractor will be responsible for getting the temporary gate passes of his workman issued from the competent authorities and surrender such gate passes in the event of his workman leaving the job.

9. ACCOMMODATION

The contractor shall have to arrange the accommodation for him or for his workers / Labourers engaged for the execution of work. However, if the accommodation will be

available in RGTPP Colony, that may be provided on chargeable basis on nominal rates of HPGCL.

10. **TERMINATION OF CONTRACT**

If the contractor is unable to execute the contract, any loss/expenditure incurred by HPGCL in this respect will be to the contractor's account. HPGCL may also terminate the contract after giving minimum three days' notice if in its opinion; the work under the contract is not being done to its satisfactions. HPGCL/Engineer-in-charge reserves the right to get the work done fully or partially by any other agency or by deploying parallel contractor at the risk and cost of the contractor of work and debit the cost plus 15% of such amount to the contractor and recover the same from him. In such events it shall be lawful for HPGCL to forfeit any balance amount/security deposit or both which may otherwise be due to the contractor or if the dues are not sufficient, it will be lawful for HPGCL to recover the amount through court of law.

11. TIME ALLOWED TO START THE WORK

The work shall be start immediate from the date of issuance of the LOI/Work Order. The work is to be started within 24 hours on receipt of telephonic/written communicationfrom the XEN/ Engineer-in-charge of concerned plants, failing which action as deemed fit according to Clause no. 8 of general terms and conditions of contract will be initiated.

- 12. All material issued to the contractor by the HPGCL or brought by the contractor for its bonafide use at work shall be stored and preserved by the contractor in his custody as to avoid it against any loss/damage/shrinkage or deterioration in any form. This will be free of charge. Any loss suffered by the HPGCL on thin account shall be compensated by the firm at panel rates to be determined by the HPGCL. The rates so determined shall be final and binding on the firm.
- 13. 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.
- 14. The contractor shall keep the site clear and remove silt and dispose of all the waste material and rubbish from site as & when it accumulates and as directed and shall carry out any measure required complying with healthy and hygienic conditions. The site should be left clean and tidy to the satisfaction of Engineer-in-Charge.
- 15. HPGCL reserves the right to cancel the work order at any time without assigning any reasons and will not be responsible and will not pay for any expenses or losses that may be incurred by the contractor towards preparation/mobilization for execution of the job against work order.
- 16. All tools & tackles like spanners, chain pulley blocks, pull lift, hydraulic jacks, drilling machine, personnel protective equipments for safety of workers, safety belt, scaffolding materials etc. have to be arranged / provided by the contractor.

Executive Engineer/TGM-I, For Chief Engineer/RGTPP, HPGCL, Khedar, Hisar

TECHNICAL TERMS AND CONDITIONS

- Online Leak Sealing Jobs shall be executed by firm time to time as per site requirement.
 HPGCL does not stand guarantee for maximum work to be done during two years period
 against this contract. Also there will be no binding on HPGCL for ensuring minimum number of
 visiting days.
- 2. All consumable sealant compound, adopter, brass wire, tools and tackles etc. required for the job shall be brought by the contractor at their own cost for sealing any type of leak in the steam, water, oil and air system etc.
- 3. Clamps etc. if any will be fabricated by HPGCL and shall be provided for on line sealing free of cost. The design of clamps shall be provided by contractor. If the clamp are got supplied by contractor, than the rates shall be paid extra.
- 4. Ring clamps are normally required if gap between flange faces is more than 7.5mm. However under special circumstance where gap is less than 7.5mm, provision of clamp shall be jointly decided by HPGCL and the contractor.
- All the on line sealing work in the power plant will be done to entire satisfaction of Engineer-incharge.
- 6. Prices shall be "firm", no escalation of any kind in rates shall be allowed during the period of contract.
- 7. Suitable scaffolding will be provided/ erected by HPGCL for proper execution of sealing job.
- 8. For the purpose of payment, the day shall be comprised of 8 hours per visit. Hours of work shall be as per general shift hours but not exceeding 8 hours per day without lunch or 9 hours with lunch break for one hour from the time of start of work.
- 9. The rate contract shall be applicable for 2x600MW, RGTPP, Hisar, 1x210MW & 2x250 MW, PTPS, Panipat and 2x300MW, DCRTPP, Yamunanagar.
- 10. Sealing compound to be used should be of good quality and suitable for specified service.
- 11. Transportation of your tools & tackles etc. for sealing of leakages of steam/water/air/oil etc. from flanges/valves bonnet/valves gland/pipes etc. during running of plant shall be arranged by the contractor. However the travelling charges shall be paid by the HPGCL as per the quoted rates.
- 12. The clamps will be supplied directly at site after gate entry.
- 13. The clamps will be supplied within two days from the date of intimation.

Executive Engineer/TGM-I, ForChief Engineer/RGTPP, HPGCL, Khedar, Hisar

Annexure-VIII

GUARANTEE/WARRANTY CERTIFICATE

Certified	that	I,Sh .			S	S/o S	Sh .				
R/o				on be	ehalf of	M/s	S				
			registered	office	at					do	hereby
undertake	to fini	sh warran	ty/guarantee fo	or a perio	od of 45 d	aysof	initial	sealing	for the v	vorkma	ınship of
work done	e by th	ne firm/co	mpany vide W	.O. No				dt		is	sued by
the Execu	ıtive Eı	ngineer vi	de memo no				c	lt .		In c	ase any
defect/dar	mage	found in	the material	used b	y us or	work	done	by us	during	the po	eriod of
Guarante	e/warra	antee. We	undertake to	replace	the defe	ctive ı	material	or ren	nove the	defec	t free of
cost to HF	PGCL v	within the	shortest possi	ble time	not more	than	a week	after r	eceipt o	f inform	nation of
defect.											

(AUTHORISED SIGNATORY) with office seal

CONTRACT AGREEMENT

This contract agreement entered in to this day of	the month of, 2024 between
Haryana Power Generation Corporation Ltd., a body of	corporate constituted under the Indian
Company Act, 1956 herein after called Corporation which	ch 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	ne other hand.
Where as a contract for	at
RGTPP, Khedar, Hisar during capital overhauling in	as officially described in tender
documents issued against NIT no	dated and concluded
by the issue of Work Order noda	ated appended hereto between
Corporation & Contractor. Whereas Contractor further ag	grees to abide by all labour laws, rules
and regulations which may be enforced from time to time	e. Where the contractor also agrees to
absolve the board from all risks & responsibilities towards	s the labour engaged by the contractor
during execution of the above said work.	
The contractor will comply all provisions of the rele	vant labour laws/Acts and the rules
/regulations framed there under. In the event of Rajiv (
Hisar being obliged to pay the compensation, the contract	ctor will indemnify the corporation. The
labour regulation shall be treated as part of the contract. A	any break of labour laws/regulation shall
be treated as breach of the contract.	
Here RGTPP, Khedar, Hisar and the contractor have agre	ed 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 the	ieir hands as under.
Signature of the contractor	Signature & designation
In presence of witness	and on behalf of HPGCL presence of
	witness
AAP.	Me
Witness	Witness
1.	1.
1.	1.
2.	2.
 -	

STATEMENT OF BIDDERS

1.	Name of Bidder			
2.	Address of Head Office			
3.	Correspondence Addre	SS		
4.	Legal status			
5.	PAN &GST Number of t	he Bidder (attached	self attested photocopies)	
	PAN			
	GST No			
6.	Bank Details (attached s	signed cancelled che	que)	
	i) Bank Name & Addr	ess		
	ii) Bank Account Num	ber		
	iii) Bank Branch Code			
	iv) IFSC Code of Brand	ch		
	v) Nature of account (current/saving/OD/C	C)	
7.	Main Lines of Business			
	i)	since		
		since		
	iii)	since		
8.	Annual Turnover of past	three year		
	i)			
	ii)			
	iii)			
	.			
9.	Past Experience			<u>-</u>
	Name of Organization	Period	Reference of Contract	Order Valueas per contrac
10.	Any other			
			Cian	natura ⁹ Ctamp of Diddor
			Sigi	nature & Stamp of Bidder
Name	& Designation of Authoriz	zed Bid Signatory		

STANDARD OPERATING PROCEDURES TO BE FOLLOWED TO MONITORGST COMPLIANCE:

Stage I: Floating of Notice Inviting Tender (NIT) - (to be followed by executive wing)

- 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.
- 1.10. 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 - (to be followed by Bid screening Committee)

- 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	,	Return for
	filing	
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

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

Stage III: Award of contract/ Issue of PO & WO- (to be followed by executive wing)

- 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- (to be followed by Executive and Accounts wing)

- 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 einvoice from common e-invoice portal for B2B supplies by person having aggregate annual turnover of more than Rs. 500 Crores has been made compulsory. And w.e.f. 01.Jan 2021 Generation of E-invoice for GST supplies by person having aggregate turnover of more than Rs. 100 Crores has been made compulsory. And w.e.f 01.04.2021 generation of E-invoice for GST supplies by the person having aggregate turnover of more than Rs. 5 Crores is proposed to be 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 format

n a undertaking from the vendor who are not generating e-invoice in following it:
We M/s having PAN and GSTIN
Registration Numberhereby 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/swill 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 there is difference in value of invoice, due to difference in quantity or quality actually supplied, GST will be applied on revised value of invoice

Stage V: Receipt of IInd& subsequent invoices – (to be followed by Executive and Accounts wing) • In addition to procedure mentioned in stage IV, following steps to be undertaken • All undertaking 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: (to be followed by Executive and Accounts wing)

- 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.

STANDARD OPERATING PROCEDURES TO MONITOR COMPLIANCES UNDERTDS PROVSIONS OF INCOMETAX ACT:

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

- Any tax deducted from payment to any person is a liability of HPGCL and the tax is to be deposited invariably on or before the due date as per annexure I by 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 I.

The type of return to be filed is as under:

FormTransaction 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 Incometax Act (the Act) and who are also statutorily not required to file return of income as per Section 139 of the Act, there would be no requirement for tax deduction at source (TDS) from the payments made to them since their income is anyway exempted from tax under the Act.

HPGCL is in receipt of payment net of TDS:

- Payer to submit 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 I

Specified Payments/ Transaction applicable to TDS

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

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

Due date for payment/depositing TDS/return filed

<u> </u>					
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 (OctDec.)	31st January of FY				
31st March (JanMarch)	31st May of FY immediately following FY				
Months	Due date of TDS payment				
April to February	7th of following month				
March	30th April				

Undertaking from the vendor (on vendor's letter head for not generating e-invoice We M/s. having PAN and GSTIN Registration Numberhereby 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: **Annexure-B** Undertaking from the vendor (on vendor's letter head) regarding validation of GST registration (for each **GST** number separately) GST of GST i registration no..... name οf m/s.....is valid as on date....... No default has ever been made by me/my firm in in filing the various GST returns and deposit of GST dues with the department with respect to GSTN..... Yours Truly, For M/s.... Authorized Signatory Name: Designation: **Annexure-C** Undertaking cum declaration from the vendor (on vendor's letter head) i. I undertake to submit a CA certificate regarding validity of GST registration on every six months during the ii. I undertake to submit copies of GSTR I and GSTR 3B/challans as evidence to deposit of GST with certification that GST collected from HPGCL, to be specified in exact rupees, has been paid to Govt. vide this challan (specifying the challan no. & date of deposit) and returns filed (date of filing of return) includes the transaction of supply of Good or/and services to HPGCL. iii. 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:

Annexure-D

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

- Certified that we are registered as taxable person under GST Act, our GST no. is ----- and which is active as on-----
- Certified that bill for the month of-----in which GST has been claimed, is included in all the GST ii. returns submitted by us to the GST authorities.
- Certified that we shall deposit the amount of GST collected from RGTPP/HPGCL to the Government iii. exchequer within the time specified under the GST Law.
- Certified that the goods/services on which GST has been charged have not been exempted from GST iv. under GST Act. The rate/amount of GST in these goods/services is correct under the provisions of the GST Act.
- 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

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

Sr.	Particular	Details			
No.					
1.	Name of Supplier				
2.	PAN Number				
3.	Whether ITR filed within the time limit	Yes		No	
	provided u/s 139(1) of Income Tax Act		•		•
	for two previous financial years				
4.	If Yes, Kindly provide the detail along	F/Year	Acknowledgr	ment	Date of
	with self-certified copy of		No.		Filing
	ITR/Acknowledgment of last two				
	financial year.				
5.	Declaration with respect to aggregate	F/Year	Total Amount	Total Amount of TDS	
	amount of Tax Deducted at Source		and TCS		
	(TDS) and Tax Collected at Source		Rs. 50000/- or More		
	(TCS) in each of the above F/years		Rs. 50000/- d	or More	
6.	In case ITR not filed due to time limit	It is hereby declared /undertaken that we shall file the ITR within prescribed time limit and immediately after filing of ITR will submit the			
	prescribed under section 139(1) of				
	income Tax act has not been expired				
		self-certified copy of Acknowledgement of ITR			
7.	Contact Person				
	- Name				
	- Mobile No.				
	- E Mail Id				

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

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

Yours Sincerely

TECHNICAL CHECK LIST FORMAT

(To be filled online only)

Sr.		Bidder Response		
No.	Technical Specification	(Yes or No)		
1	HEWP Contractor I'd	YES / NO		
2	Tender cost with e-service fees	YES / NO		
3	Earnest Money Deposited	YES / NO		
4	Acceptance of all terms & conditions of tender	YES / NO		
6	Documentary Evidence regarding Qualification Criteria:	YES / NO		
	The Bidders must have experience of having successfully executed the work order of Online Leak Sealing Jobs in HPGCL/NTPC/Any SEBs/Any PSUs/Any Corporations/Central Govt/State Govt/Semi Govt or in any Thermal Power Station having minimum capacity units of 110MW or above and other eligible conditions as given below: The bidder shall have successfully executed work order for online sealing job during Last 07 years ending last day of the month pervious to the month in which application are invited & having minimum order value as under: Single Order of the value not less than Rs. 37,81,332.8/- OR Two Orders of the value not less than Rs. 23,63,333/- each. OR Three Orders of the value not less than Rs. 18,90,666.4/- each. Note: Submit documentary evidence in support of the same along with			
7	a copy of a performance certificate/ repeat order from the same organization if any. Documentary Proof for Turnover Certificates: Bidder must have average	YES / NO		
	annual turnover in last three consecutive financial years ending 31.03.2023 shall not be less than Rs.23,63,333/			
8	Documentary Proof for ESI, Permanent EPF Registration number from Provident Fund Commissioner.	YES / NO		
9	Documentary Proof for GST number.	YES / NO		
10	Documentary Proof for permanent account (PAN) number.	YES / NO		
11	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	YES / NO		
12	The certificate to the effect that the tenderer is not black listed from any Public Sector undertakings of Central Govt. / State Govt. / SEBs / Corporations / any other reputed Thermal / Hydel Plant etc.	YES / NO		
13	Annexure-X (Statement of bidder filled or not)	YES / NO		

Rate Quoting Sheet



