

RAJIV GANDHI THERMAL POWER PLANT
(A Unit of Haryana Power Generation Corporation Limited)
(Regd. Office: C-7, Urja Bhawan, Sector-6, Panchkula)
Corporate Identity No. U45207HR1997SGC033517



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

TENDER DOCUMENT FOR

ARC for Complete Hygienic Cleaning, Sweeping & Removal of garbage from the Power House Building (TG Hall), Service Building, Plant Auxiliary Building of Unit-I & II, First aid center, shifting of H₂, CO₂ & N₂ gas cylinders within Unit-1 & Unit-2 and loading / unloading & transportation of H₂ gas cylinder from H₂ Generation Plant to Unit-1 & Unit-2 & vice versa and Complete Hygienic Cleaning, Sweeping & Removal of garbage from Administrative Building, Switchyard Control Room Building, 400 KV Switchyard & Power Transformer Yard, Uprooting of grass wild growth in Switchyard & Transformer Yard area and disposal of wastes at RGTPP, Khedar, Hisar

e-NIT No. 03/RGTPP/LRE-II/F-105/2026-27
Date: 27.05.2026

XEN/LRE-II
FOR CHIEF ENGINEER/RGTPP
RAJIV GANDHI THERMAL POWER PLANT
HPGCL, KHEDAR, HISAR

**HARYANA POWER GENERATION CORPORATION LIMITED****Regd. Office – C-7, Urja Bhawan, Sector-6, Panchkula****Corporate Identity Number: U45207HR1997SGC033517****Website: www.hpgcl.gov.in****Telephone No. 01693-250133**An ISO: 9001, ISO: 14001 and OHSAS: 18001 Certified Company**INDEX**

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ONLINE NOTICE INVITING TENDER

E-tenders in two parts are invited on behalf of CE/RGTPP, Haryana Power Generation Corporation Limited (HPGCL) Khedar, Hisar from eligible parties for ARC for Complete Hygienic Cleaning, Sweeping & Removal of garbage from the Power House Building (TG Hall), Service Building, Plant Auxiliary Building of Unit-I & II, First aid center, shifting of H2, CO2 & N2 gas cylinders within Unit-1 & Unit-2 and loading / unloading & transportation of H2 gas cylinder from H2 Generation Plant to Unit-1 & Unit-2 & vice versa and Complete Hygienic Cleaning, Sweeping & Removal of garbage from Administrative Building, Switchyard Control Room Building, 400 KV Switchyard & Power Transformer Yard, Uprooting of grass wild growth in Switchyard & Transformer Yard area and disposal of wastes at RGTPP, Khedar, Hisar.

Tender Enquiry No.	e-NIT No.03/RGTPP/LRE-II/F-105//2026-27 Date: 27.05.2026
Description of Work	ARC for Complete Hygienic Cleaning, Sweeping & Removal of garbage from the Power House Building (TG Hall), Service Building, Plant Auxiliary Building of Unit-I & II, First aid center, shifting of H2, CO2 & N2 gas cylinders within Unit-1 & Unit-2 and loading / unloading & transportation of H2 gas cylinder from H2 Generation Plant to Unit-1 & Unit-2 & vice versa and Complete Hygienic Cleaning, Sweeping & Removal of garbage from Administrative Building, Switchyard Control Room Building, 400 KV Switchyard & Power Transformer Yard, Uprooting of grass wild growth in Switchyard & Transformer Yard area and disposal of wastes at RGTPP, Khedar, Hisar
Earnest Money	Rs. 4,69,000/- (Rupees Four Lakh Sixty Nine Thousand only)
Cost of Tender documents (Non-refundable)	Rs. 2360/-
E-services fees (Non-refundable)	Rs. 1000/-

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 agency who are exempted from EMD, should submit proof of related documents at least 10 days before end date of **“Downloading of Tender Documents & Bid Preparation”** stage to **publisher of the tender i.e. 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 D.G.S. & D/DS&D Haryana rate contracts.
- iii) Firms registered with the Director of Industries, Haryana or registered with National Small Industries Corporation, Govt. of India.
- 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.

The Tenderer can submit their tender documents (Online) as per the dates mentioned in the key dates: -

Key Dates :

Sr. No.	Department Stage	Tenderer's Stage	Start date and time	Expiry date and time
1	-	Downloading of Tender Documents & Bid Preparation	27.05.2026, 18:00 hrs	11.06.2026 Up to 13:00 hrs
2	Technical Opening (Part-I)	-	13.06.2026 at 11:00 hrs	-
3	Short listing of Technical bids & Opening of Price/ Financial Bid		Will be intimated to the firms on their E-mail	

Instructions to bidder on Electronic Tendering System

These conditions will overrule 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: -

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.

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>.

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 <https://etenders.hry.nic.in>

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).

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.

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.

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.

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>.

For help manual please refer to the 'Home Page' of the e-Procurement website at <https://etenders.hry.nic.in>.

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 documents 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 Portal <https://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	Tenderer's Stage	Start date and time	Expiry date and time
1	-	Downloading of Tender Documents & Bid Preparation	27.05.2026, 18:00 hrs	11.06.2026 Up to 13:00 hrs
2	Technical Opening (Part-I)	-	13.06.2026 at 11:00 hrs	-
3	Shortlisting of Technical bids & Opening of Price/ Financial Bid		Will be intimated to the firms on their E-mail	

The bidders are strictly advised to follow dates and time 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:**

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

The tenders shall be opened on the due date by Tender Opening Committee comprising of Superintending Engineer, Executive Engineers and a representative of finance / account department not below the rank of Sr. A. O. The tenders shall be downloaded and printouts 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. 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.

**Executive Engineer / LRE-II
For Chief Engineer / RGTPP
HPGCL, Khedar, Hisar**

INSTRUCTIONS TO BIDDERS

All tenderers must carefully observe the following instructions and offers/tenders not strictly in accordance with these instructions will be liable to rejection:

1. Pre Qualifying Requirements (PQR)/ Eligibility Conditions for the tenderers:

a) ***Bidder to have minimum one year experience of “Cleaning work in areas of Boiler / Turbine / Switchyard / Coal Handling Plant in any Thermal Power Station of HPGCL / NTPC / PSUs / Private Thermal Power Plant” in the preceding 07 years ending 30.04.2026.***

b) ***Bidder to have minimum order value as under in the preceding 07 years ending 30.04.2026:-***

Single order of the value not less than Rs. 93,83,298/-

Or

Two orders of the value not less than Rs. 58,64,562- each.

Or

Three orders of the value not less than Rs. 46,91,649/- each.

The authentic documentary evidence in support of their claim of having said experience and turnover should be enclosed in technical bid for consideration of their tender.

The tender documents of only those bidders shall be considered who fulfill the eligibility criteria and submit documentary evidence in support of the same along with a copy of a Performance Certificate/ Repeat Order from the same organization, if any

Note: Similar work means *cleaning work in areas of Boiler / Turbine / Switchyard / Coal Handling Plant in any Thermal Power Station of HPGCL / NTPC / PSUs / Private Thermal Power Plant.

c) Bidders must have average annual turnover in last three consecutive financial years ending 31.03.2026 shall not be less than Rs. 1,17,29,123/-. Firm has to supply copy of audited balance sheet showing the turnover or certificate from Chartered accountant in this regard.

d) The firm should be 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.

e) Firm should submit a certificate to the effect that the tenderer is not presently blacklisted from any Public Sector undertakings of Central Govt. / State Govt. / SEBs / Corporations / any other reputed Thermal / Hydel Plant etc.

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

Note:

i) Firm should submit authentic supporting documents for proving its credential. Original documents may be asked for verification at the time of finalizing the tender.

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

2.

a) Any information regarding tender can be had from the office of XEN/LRE-II, RGTPP, Khedar on any working day prior to last date of submission of tenders. The payment of Tender Document Fee and e-service Fee can be made online directly through Debit Cards & Internet Banking Accounts.

b) The payment of Earnest Money can be made by eligible bidders / contractors online directly through RTGS / NEFT.

c) Cost of tender and EMD in any other form shall not be accepted.

3. The details of NIT along with Tender Documents can be seen and downloaded from the portal <https://etenders.hry.nic.in> as well as HPGCL website www.hpgcl.org.in.

4. 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.

5. The "Application for Bidding" along with the "Terms and conditions of the contract and its all Annexure should be submitted duly filled 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.
6. The tenderers shall submit their tender in 02 parts- the first part containing documents for qualifying criteria, technical specifications, schedule of deliveries and all other term& conditions except the rates(price bid) and second part containing the rates(price bid) quoted for each item as well as other related item like freight, GST, price escalation etc. as applicable. Each Part shall be uploaded/ submitted online. EMD/Cost of tender and e-Service fee shall be submitted online.
7. 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. In case due dates of sale / receipt /opening of tender happens to be holiday in RGTPP/HPGCL, the needful will be done on next working day.
8. 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.
9. The firm should have its own permanent EPF, ESI Account No, GST & PAN and shall submit copy of the same. The firm should fill and submit the statement of bidders as per annexure-VI and acceptance certificate as per annexure-VIII.
10. 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.
11. The validity of the tender/offer shall be for 120 days from the date of opening of the price bid.
 - a) Suo-moto revised price bid / supplementary Part-II will not be accepted after the last date of submission of the tender. However, in case revised price bid is submitted by the bidder Suo-moto but prior to the due date of submission of the tender, then the revised price bid only, shall be 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.
 - c) 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.
12. No deviation shall be allowed. However, in case of deviation of taxes etc., the same shall be loaded for comparison purpose.
13. 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.
14. 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.
15. 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.
16. Purchaser reserves (CE/RGTPP) 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.

**Executive Engineer / LRE-II
For Chief Engineer / RGTPP
HPGCL, Khedar, Hisar**

SCOPE OF WORK

Name of Work:- ARC for complete Hygienic Cleaning, Sweeping & Removal of garbage from the Power House Building (TG Hall), Service building, Plant auxiliaries Building of Unit-I & II, First aid center, shifting of H₂, CO₂ & N₂ gas Cylinders within Unit-I&II, loading/unloading & transportation of H₂ Gas cylinders from H₂ generating plant to Unit-I&II & vice versa, uprooting of grass wild growth in Switchyard & Transformer Yard and hygienic cleaning in 400 KV Switchyard & Administrative Building at RGTPP, Khedar, Hisar for the Period of 2 year extendable to 3 months.

PART-A

1. Complete hygienic works includes cleaning, sweeping and removal of garbage from TG hall Unit-I&II, RGTPP, Khedar.

a) Plant Auxiliary Buildings:-

- i. C.W. Pump House, Chlorination Buildings, D.G.& Compressor House Building, Trenches between power house building and transformer yard.
- ii. D.M. Plant Building.
- iii. Fuel Oil Pump House, Fuel Oil Pressuring Pump House.
- iv. Ash Water & Slurry Pump House, MCC Room & Transport Air Pressure House Building.
- v. ESP Control Room Unit-I & II, Work Shop Building.
- vi. Clarified Water Pump House, MCC Room, Chemical House and Clarifloculator Area.
- vii. Raw Water Pump House, Ash Water Recovery Pump House & Ash Silo Building, Weighbridge Room.
- viii. ETP tube settlers LTMCC room and sludge thickener LT MCC room, CPU regeneration room.

ix. First Aid Center (PLANT).

b) Service Building:-

Main Gate, Entrance Area, Porch and lift area, Ground Floor, 1st Floor, 2nd Floor and 3rd Floor, all toilet area and Roofs. All offices in service buildings, all staircase and lifts.

c) Power House Building (TG Hall):-

Zero Mtr, 6.9 Mtr, 13.7 Mtr and Dearator level, Boiler MCC, Cable gallery & roof of Power house building etc. along with cleaning of panel room, DAS room, control room, M.C.C room, Battery rooms, switch gear room 3.3KV & 11KV switchgear, condenser pit and trenches etc.

d) Cleaning and hygiene of all the bathrooms and toilets of above mentioned sites.

2. Cleaning of all rooms, Drain, Trenches, all the windows, gates & glass panes of Power House Building (TG Hall), service building and plant auxiliary buildings of Unit-I&II and Cleaning of all toilets of Power House Building (TG Hall), service building and plant auxiliary buildings of Unit-I&II.

3. Cleaning of all area including the walkways, corridors, platforms grating and railings coming in the above mentioned area.

4. Removal of Japas (cob-webs) and dust/coal-dust from the roofs, walls, window, doors and stairs of the Power House Building (TG Hall), service building and plant auxiliary buildings of Unit-I&II.

5. Daily removal and disposal of all accumulated dust, dirt, refused and unwanted material from the above mentioned areas to the specified area as directed by officer-in-charge.

6. No garbage should be left anywhere in the plant and in any of the dustbin. The shifting of the garbage/dust, unwanted material shall be done by the contractor through tractor trolleys/Jhota buggies at his own cost to ensure quick and complete disposal of all accumulated garbage from the areas/dust bins every day. During transportation of garbage/dust, there should be no spillage, which if there, shall have to be cleared/cleaned by the contractor, failing which the penalty shall be levied.

7. In the event of disposal/shifting of garbage/dust/unwanted material to any areas other than specified, the contractor shall get such garbage lifted and shifted to specified areas at his risk & cost.

8. The Hygienic cleaning work in main Control Room of Unit-I&II will be performed in all three shifts (Morning, Evening & Night) and sufficient nos. of sweepers should be in Control Room in morning, evening & night shift.

9. The cleaning work shall be got carried out by the contractor daily in general shift (if necessary in other shifts also) to the entire satisfaction of the officer-in-charge.

10. Cleaning procedure as per scope-The cleaning procedure as per the aforesaid scope of work and to be adopted by the contractor is detailed hereinafter:

- I. The floor of different elevations of the TG Hall ("0" mtr., 6.9Mtr, and 13.7Mtr), Deaerator level, Boiler MCC Room & Roofs etc., cleaning of panel room, DAS room, control room, M.C.C room, Battery rooms, switch gear room 3.3KV & 11KV switchgear, cable galleries, condenser pit and

trenches etc., the hygienic cleaning of Control rooms, adjoining rooms (with toilets and staff cabins) should be got cleaned daily and continuously with the help of required consumables and T&P.

- II. The floor of different elevations of the Plant Auxiliary Buildings and Service Building (Main Gate, Entrance Area, Porch and lift area, Ground Floor, 1st Floor, 2nd Floor and 3rd Floor, all toilet area) should be got cleaned daily and continuously with the help of required consumables and T&P.
- III. Since the floors are made with the tiles, great efforts are required to keep area cleaned with the help of brooms, Pochas and jute bags etc. and washing shall be carried out once in a day preferably in the morning hours.
- IV. All the walkways, corridors of the all the building should be cleaned by sweeping with the help of broom sticks every day in the general shift and then washed/cleaned duly applying detergents with the help of hand Pochas/lathi Pochas.
- V. In nutshell all the areas should be kept free from dust and the floors of the areas should be cleaned by applying detergents/soap solution, scrapping by hand wiping every day and whenever required.
- VI. The oil and grease wherever seen on any floor should be removed immediately in general shifts firstly by scrapping and thereafter applying detergent powder/soap solutions.
- VII. Cleaning and washing of all the toilets of the all building is to be done daily and in each shift and whenever required by the officer-in-charge or shift charge Engineers by applying detergent, soap solutions, acids and by using phenyl liquid, Naphthalene balls and odonil for keeping the toilets cleaned and hygienic.
- VIII. All the pipe railings of the TG Hall building should be cleaned and kept free of dust with the help of Pochas/detergents every day and whenever required by the officer-in-charge.
- IX. Cleaning of all windows and wiping of glass of all TG Hall walls and panes of main gates, control rooms, Shift Charge Engineer's room, AVR rooms, and other cabins etc. should be done with the help of dusters and glass cleaning material i.e. Colin etc. daily in general shift and whenever required by the officer-in-charge.
- X. All the cable galleries including cable trays of Power house building should be kept clean.
- XI. All the cotton rages/packing material/card boards/waste paper and cloth pieces or any other unwanted material lying on floors should be removed every day and whenever seen and the dust/coal dust, lying on the floors should be swept and removed with the help of broom sticks/flower brooms whereas the mud, if any should be cleared/removed with the help of Kassi, Belchas, Buckets. This should be done at least once in a day and whenever required by the officer-in-charge.
- XII. Whenever it is felt that coal/ash/dust has settled down, the same should be got removed with the help of scrappers and thereafter areas should be cleaned with the help of brooms every day and whenever required.
- XIII. The area of pits and trenches level needs special attention as lot of spilled oil, grease and mud get accumulated over the floors. The mud be got removed with the help of scrapper and the oil and the grease should be soaked with the help of sand and thereafter the floors should be cleaned/washed with the help of the detergent.
- XIV. The trenches at zero meter level should be cleaned/kept free of mud with the help of Belchas, Kassi/buckets fortnightly and whenever required.
- XV. The dust/dirt/garbage so removed should be collected in the dust bins placed at various levels and should be shifted to zero meter in the garbage container daily.
- XVI. In the event of disposal/shifting of garbage/malba/dust/mud to any area other than the specified one, the contractor shall get such garbage lifted and shifted to the specified area at his own cost, failing which this can be got done through other agency purely at the risk and cost of the contractor.
- XVII. Cleaning of all the roofs of above buildings once in a month.

11. Shifting of H₂, CO₂& N₂ (filled/empty) gas cylinders in Unit-I & II.

- I. Tractor trolley will be provided by the contractor. It is daily basis work and during purging & refilling of Generator of unit-I & II extra labour will have to be deployed for execution of the work as per requirement at the site of unit-I & unit-II, RGTPP, Khedar, Hisar in all three shifts (Morning, Evening & Night).
- II. Loading, unloading & transportation of filled/empty H₂ gas cylinders from H₂ Generating Plant to TG Hall, Unit-I&II and vice-versa at RGTPP, Khedar, Hisar shall have to be carried out by Tractor with trolley and Driver, Labour & diesel etc. shall be arranged by the Contractor himself. Annually about 2400 No. H₂ Gas cylinders (filled) are required to be shifted for Unit-I & II. This number may increase. No extra payment will be made if the no. of cylinders to be shifted increases beyond above estimate. Shifting, loading/Unloading and transportation of H₂ Gas cylinders is very risky and only experienced laborers & capable of handling the same are

required for this work. During this work if any mishap occurs, the contractor will be fully responsible for any damage to property of RGTPP and his manpower. HPGCL will not be responsible for any mishap & damage. The damage to HPGCL property if any will be recovered from the contractor. For execution of this work Tractor trolley, Driver, Labour & diesel oil shall be provided by contractor at his own cost. The loading/unloading and shifting of H₂, CO₂ & N₂ gas cylinders from unit-I to unit-II & vice-versa and loading, unloading & transportation of H₂ Gas cylinder is an emergent work. Minimum 50 Nos. H₂ & 50 Nos. CO₂ gas cylinders should be in stock in each unit-I & II. During the period of purging & refilling of Generator approximate 300 H₂ & 90 CO₂ gas cylinders may be required, for the execution of the work extra labour will be provided by the contractor as per requirement in day and night work. The generator Gas refilling work is normally carried out in all three (Morning, Evening & Night) shifts.

- III. Loading/unloading of filled/empty H₂ gas cylinders on tractor trolley/cart/Rickshaw etc. at TG Hall Unit-I.
- IV. Transportation of filled/empty H₂ gas cylinders from TG Hall Unit-I&II to H₂ gas Generation Plant and vice-versa.
- V. Loading/Unloading of filled/empty H₂ gas cylinders on tractor trolley/Cart/Rickshaw etc. at H₂ gas Generating Plant.
- VI. About 2400 Nos. filled H₂ gas cylinders are required for Unit-I& II in a year and it may increase or decrease as per requirement for both units.

12. Manpower requirement For Execution Of Work Under Part-A:-

- i) The contractor /firms shall depute sufficient manpower (labour and supervisors) in the General shifts (if necessary in other shifts) or as directed by the officer-in-charge of work for carrying out the cleaning job properly.
- ii) The labour shall have to be deployed on all days of the month including Sundays and Holidays. However rest to workers will be ensured by contractor as per labour law.
- iii) The contractor/firm shall communicate in writing the name of his responsible, representative and his specimen signatures. The said representative or contractor himself shall always be present at site and must be available in the general shift for taking time to time instructions of the office-in-charge and for ensuring proper cleaning in the plant. Any instructions given to the said representative shall be deemed to have been given to the contractor/firm.
- iv) The contractor/firm or company shall have to furnish the proof of title of the firm and documents of partnership deed etc. In case of firm or company in partnership then the name of the partner who will deal with RGTPP, Hisar shall be intimated promptly to this office and resolution to this effect duly signed by all the partners on non-judicial stamp paper shall be furnished along with a copy of the partnership deed for reference and record. Further, it shall be ensured that the partner so authorized should also visit the various sites frequently to acquaint himself fully about the progress of the work and to ensure the execution of work strictly in accordance with the stipulations made in the tender-documents as well as in this work order.
- v) The contractor shall be responsible to maintain regular record/ registers of the labour as working under viz., names, age, address, identifications, attendance, payments etc. as required under labour law/wages act. Contractor will comply with all the labour laws, statutory regulations and rules including the E.P.F act in force at that time.
- vi) Proper dress, shoes, gloves, helmet & Safety equipment are necessary for the supervisor & labourers /sweepers. If any person/ Supervisor/ Laborer does not wear proper dress, shoes, gloves, helmet & Safety equipment, penalty @ Rs. 200/- per person per day shall be imposed.

13. T&P AND CONSUMABLES

- i) The contractor shall have to arrange material required for the execution of the above work such as dustbin, wiper, bucket, ladders, platforms, scaffolding, temporary supports, gas cylinder trolley, Tractor, Driver, Labour, Diesel oil and other facilities like hose pipe, air pipe, water pipe etc. at his own cost.
- ii) The contractor shall provide necessary Consumables/Chemicals of good quality as detailed below required per month for maintaining the hygienic cleaning of Power House Building (TG Hall) of Unit-I &II per month at his own cost. Liquid soaps, Air fresheners, Naphthalene Balls, Glass cleaners and any other consumable items necessary for hygienic & cleaning must be maintained by contractor in all Toilets. Proper dustbin as per ISO requirement should be placed & maintained at every site by contractor. List of consumable as detailed below to be maintained by contractor.

Description	Qty.	Unit
Nariyal broom	30	Nos.
Flower Broom	40	Nos.
Scotch bright	40	Nos.
Sky brush for jalas	15	Nos.
Detergent powder	100	KG.
Phenyl 5 Ltrs. Pack	20	Nos.
Road Broom	15	Nos.
Napthalene Balls	20	Packet
Harpic	15	Nos.
Odonil	20	Nos.
Colin	15	Nos.
Hit Spray	15	Nos.
Acid Bottle	10	Nos.
Pochas	15	Doz.
Cotton Wate	15	KG.
Room Freshner	15	Nos.
Soap	10	Nos.
Bristle Brush	10	Nos.
Duster	13	Doz.

The quantity of various consumable can however be increased during a particular month depending upon the site requirement and as per direction/instruction of the office-in-charge

- iii) Air, water and electricity shall be given by the HPGCL “free of cost” at the nearest possible point. Further arrangement shall however have to be made by the contractor himself at his own level/cost.
 - iv) For cleaning the sump-pits & trenches, the provision of the submersible pumps without flexible pipe, if required, shall be made available by HPGCL free of cost. All other T&P required for execution of work have to be arranged by the contractor himself.
 - v) To carry out effectively & efficiently cleaning, following Consumables and other materials has to be maintained by firm on monthly basis. The Quantity of Chemicals & manual tools have been calculated as per requirement of various sites of Power House Building (TG Hall), service building and plant auxiliary buildings of Unit-I&II but the officer in-charge may increase the various quantity of consumables and T&P items as per actual site requirement for proper hygienic cleaning job at site. All the above consumables will be arranged by the contractors himself. No extra payment will be made for the above said items.
14. Topping up/ filling of diesel in DG sets and fire pumps of unit I & II.

PART-B

Hygienic cleaning of Switchyard control room building, Administrative building, cleaning in 400 KV Switchyard & Power Transformer Yard Unit 1&2, uprooting of grass/wild growth in switchyard & transformer yard area and disposal of wastes.

1. Switchyard And Power Transformer Yard Area

- a) Removal/uprooting of grass & wild growth, unwanted weeds and cleaning
 - i. Inside 400 KV Switchyard Unit-1 &2
 - ii. Power Transformer Yard Unit 1&2
 - iii. Outside up to 1m outside along the boundary of switchyard.
- b) Cleaning of trenches, roads and area inside 400 KV Switchyard, Power Transformer Yards Unit 1&2.
- c) Disposal of cut grass/sarkandas, waste material etc. as above in the lead of 1 KM.
- d) If required, Anti-weed spray once a year in the entire switchyard to avoid growth of grass.
- e) Complete and hygienic cleaning, sweeping and removal of dust, dirt, coal dust, garbage, jalas etc. from Switchyard control room Building (two stories), this includes cleaning of all the rooms & trenches in the control room building.
- f) Cleaning of all toilets of Switchyard control room building and removal of internal choking thereof.
- g) Cleaning of all the windows, doors, gates & their glasses etc.
- h) Removal of any type of garbage, disposed of material like paper, Plastic sheet, Iron scrap & any other type of material lying in the above mentioned areas.

- i) Maintenance of plants, lawns & parks of switchyard control room building and maintenance of aesthetic look of switchyard control room building.

2. Administrative Building Area

- a) Complete and hygienic cleaning, sweeping and removal of dust, dirt, coal dust, garbage, jalas etc. from Three storey Administrative building (Ground floor + two floors), this includes cleaning of all the rooms of all the floors in the administrative building.
- b) Cleaning of all toilets of Administrative building and removal of choking internal of the building.
- c) Cleaning of all the windows, doors, gates & their glasses etc.
- d) Cleaning of MCC building floor, doors & windows, removal of jalas etc.
- e) Removal of any type of garbage, disposed of material like paper, Plastic sheet, Iron scrap & any other type of waste material in and around the periphery of administrative building & their disposal in the designated area.

3. Manpower for execute the scope of work under PART-B:-

- I. The hygienic cleaning of the Switchyard control room building, administrative building & its toilets will have to be done by the contractor at-least thrice a day in general duty as per the directions of Officer-In-charge.
- II. To ensure efficient hygienic cleaning, the contractor shall deploy sufficient manpower or as directed by the officer-in-charge of work to carry out complete scope of work efficiently during the working days except on Sundays & National Holidays.
- III. The contractor shall deploy sufficient manpower on Sundays & National holidays for cleaning in the switchyard control room building & administrative building.
- IV. The contractor/firm shall communicate in writing the name of his responsible representative and his specimen signatures. The said representative shall always be present at site and must be available for taking time to time instructions of the officer-in-charge and for ensuring proper execution of work. Any instructions given to the said representative shall be deemed to have been given to the contractor/ firm.
- V. The contractor shall be responsible to maintain regular record / registers of the labour as working under viz., names, age, address, identifications, attendance, payments etc. as required under labour law/wages act. Contractor will comply with all the labour laws, statutory regulations and rules including the E.P.F. act in force at that time.

4. T&P AND CONSUMABLES:-

All the T&P and consumables required for execution of job such as Nariyal Broom, Flower Broom, Detergent Powder, Phenyl Liquid, Naphthalene balls, Harpic, Odonil, Colin, Jute Bags, Mosquito & Cockroaches kill Spray, Acid Bottle, Duster, Pochas, Cleaning Powder, Cotton Waste, Round up Spray, Room freshener, Wiper, Rubber Pipe for Water, Rubber air pipe, Misc. T&P Items as per requirement will be arranged by the contractor. The requirement of the consumables will be decided by the officer-in-charge by giving a short notice which shall be binding to the contractor and no extra claim for same shall be entertained.

Note-The work of Part- A will be supervised & looked after by office of XEN/LRE-II and the work of Part B will be supervised & looked after by office of XEN/Switchyard.

**Executive Engineer / LRE-II
For Chief Engineer / RGTPP
HPGCL, Khedar, Hisar**

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, if to be charged extra, should be clearly indicated by tenderer in their offer separately, failing which it will be presumed that the quoted prices are inclusive of all such statutory taxes/levies.

3. EARNEST MONEY AND SECURITY DEPOSIT: -

- 3.1. Every tenderer, while submitting his tender, should online deposit earnest money specified in the NIT through online portal.
- 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:-

For ARC	The security deposit equal to 10% of the total work order value will be deducted from the bill of the contractor. However, the EMD already deposited by the bidder shall be converted into security deposit
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- 3.5. The security deposit of the contractor shall be retained by HPGCL for faithful execution of the contract.
- 3.6. Security deposit shall be released only after completion of the entire period of the contract 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.

4. PAYMENT TERMS:

Subject to any deduction which the HPGCL may be authorized to make under this contract, the payment shall be made as follows for ARC:-

“90% payment shall be made against the running bill or monthly bills for the work done & balance 10% shall be kept as security which shall be released after the satisfactory completion of the contract. No interest shall be paid by HPGCL on the security amount.

5. MODE OF PAYMENT

Payment shall be released by the DDO's through RTGS/NEFT, in the Escrow account of the contractor: which shall be used by the contractor for payment of wages to the workers in their Saving Accounts and other statutory obligations like EPF/ESI etc. For payment through RTGS/NEFT, the contractor will open the requisite Escrow account by, a tripartite agreement with HPGCL and State Bank of India within 7 days of issue of the work order and 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. No payment to the contractor shall be released other than in Escrow account opened for the purpose.

6. **PERIOD OF CONTRACT:**

The period of contract shall be for **02 years** from the date of commencement of work. A notice of 7 days shall be given for starting the job, but the contractor should be able to mobilize his resources within 24 hours, if necessity arises. The period of contract may be **extended up to 03 months** at the same rates & terms and conditions at the discretion of HPGCL.

7. **RISK AND COST**

In case the contractor fails to fulfill the contractual obligations, 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. **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.

9. **PENALTY FOR DELAY:**

- a) In case it is noticed that proper cleaning has not been made at any particular site/place/area, then a penalty at the rate of Rs.2,000/- (Rs. Two thousand only) per day/per unit/per site shall be imposed. The decision of the officer-in-charge shall be final and binding to the contractor/firm.
- b) If the contractor does not submit the monthly bill complete in all respect on or before 15th of next month the penalty @ Rs. 500/- per month shall be imposed.
- c) If any person/labour of the contractor/firm is found misbehaving or causing any nuisance or otherwise if in the opinion of the officer-in-charge, he is not fit to be retained on the work, he shall have to be removed from the site/project/work within a period of 12 hours of the notice of this office and then person/labour so removed, shall not again be employed or allowed to work by the contractor/firm without the prior written permission of the officer-in-charge.
- d) In case of shifting of gas cylinders and complete non-cleaning or refusal to execute the work by the contractor on any pretext or the other, at any time, then a penalty at the rate of Rs.2,000/- (Rs. Two thousand only) per day/per unit/per site shall be imposed and the work shall be got entrusted from some other agency at the risk and cost of the existing contractor.
- e) Consumables and T&P necessarily required per month for maintaining the hygienic cleaning of Plant Auxiliary Buildings, Service Building and Power House Building (TG Hall) of Unit-I & II, will be arranged by the contractor himself. Otherwise penalty @Rs.2000/- per day per unit per site will be imposed.
- f) Proper dress, shoes, gloves, helmet & Safety equipment are necessary for the supervisor & Laborers/ sweepers, If any person/ Supervisor/ Labour does not wear proper dress, shoes, gloves, helmet & Safety equipment, penalty at rate of Rs. 200/- per person per day shall be imposed.
- g) If the firm does not deploy sufficient manpower accordingly to work a penalty @ Rs.1000/- per day per site will be imposed to firm.
- h) Penalty as applicable shall be levied in case the firm defaults for payment of wages, deposits of EPF, ESI etc.

10. **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 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) The contractor shall submit bill in duplicate. The bill should be on the contractor's bill book duly serially numbered and bearing date of issue, contractors EPF code, GST number, PAN etc. A photo copy of the EPF code, GST number, Labour licence, PAN etc. shall be attached with the 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/worker engaged for the work duly validated with dossier of workers and their account no. in the appropriate prescribed format.
 - c) Self attested copy of the attendance sheet, wages register and evidence of wage payment.
- 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 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 pertaining to the labour deployed at site and none of the worker has been excluded therefrom. 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.

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.

vi) The contractor will make the payment of the wages to laborers in their bank account and submit the proof of bank statement alongwith the bill.

Note:-Documents attached along with the contractor bill should be referred in the forwarding letter of the executive office forwarded the bill for payment.

11. **Performance Bank Guarantee:** Not Applicable.

12. **Guaranty / Warranty:** Not Applicable

13. **FORCE MAJEURE**

The delay in completion of work may be treated as force majeure to the contractor only if: The delay is resulted from any causes arising out of compliance with regulations, orders or instructions of the Central or State Governments, acts of God, acts of Civil & Military authority, fires, floods, strikes, lock-outs, freight embargoes, war risk riots and civil commotion.

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

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 the 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. **FACTORIES 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, the 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 running bills.

19. **INSURANCE OF WORKERS: -**

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

19. **SAFETY RULES**

i. Contractor shall have to comply with all the provisions of safety rules. The Engineer-in-Charge or Safety Officer shall impose penalty of Rs.200/-per day per head if the workers of contractor are found to be working carelessly or in violation of use of proper protective equipments i.e. safety helmets, shoes, safety belts, goggles, ear plugs etc. and against violation of any other clause. A penalty of Rs. 500/- per violation (minimum) shall be levied in case of repeated violation. Further, if the violation made by the contractor / labour which may cause any serious accident or direct loss to the corporation or threatens to cause severe consequences, the higher penalty may be imposed including suspension / termination of the contract.

ii. Following undertaking is also required to be submitted by the contractor:-

"I / We have gone through all the terms & conditions on safety regulations and undertake to strictly enforce the same during the execution of this contract including mobilization period, if any. In case of violation of these terms & conditions, the HPGCL is free to

take action as deemed fit.

- III. In case of any fatal / non fatal accident or any other violation of Factories Act 1948. Pb Hr Factory Rules 1952 or under other Industrial or Labour Act are made by / with the workers of the contractor and if prosecution is launched by Chief Inspector of Factories, Chandigarh or any other authority against occupier / Factory Manager or any other authority of HPGCL, the contractor shall be liable to deposit the amount of fine / penalty decided by the Court, on the same day. In case of default, the amount will be recovered from the outstanding dues / liabilities of the contractor against this contract or any other contract at RGTPP besides other action as the HPGCL may deem fit like blacklisting of the firm etc.
- IV. The liability of the injured person shall be borne by the contractor, irrespective of the location at which the accident has occurred.
- V. HPGCL 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 part of the contractor.
- VI. The contractor will observe all fire and safety regulations. He should adopt proper fire prevention arrangement during his work at site. He shall be responsible for any loss due to fire or unsafe methods or damage to any of the HPGCL property during the execution of contract and shall make good any such loss to the satisfaction of Engineer in charge. However, this will not relieve the contractor of any statutory or other obligations.
- VII. A safety clearance certificate from the safety officer shall be obtained by the contractor and has to be attached along with the bill.

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.

22. **SET OFF**

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

23. **SUBLETTING NOT ALLOWED**

The Contractor shall not sublet, transfer or assign the contract or any part thereof or interest therein or advantage thereof in any part thereof in any manner whatsoever without prior consent of the CE/RGTPP, HPGCL.

24. Transportation-

a) Material Transportation:-

- i) The contractor shall make his own arrangement for transportation of the material from stores to site of work, from site of work to O&M workshop /store, if required, and return of scrap back to stores. The contractor shall also assist in loading/ unloading of material being sent to repairs or received after repair to /from outside of RGTPP.
- ii) The contractor shall make his own arrangement for removal of old as well as unused material from the site to the place as specified by the Engineer-in-charge after completion of work.

b) Manpower Transportation:-

The contractor shall make his own arrangement for making available his personnel at site of work at any time as per requirement of job.

**Executive Engineer / LRE-II
For Chief Engineer / RGTPP
HPGCL, Khedar, Hisar.**

Special terms & conditions

Annexure-IV

1. Before tendering, the tenderer is advised to inspect the site of work & the environment and make acquaint with actual work and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later, on the ground of lack of knowledge.
2. In case due dates of sale / receipt / opening of tender happens to be holiday in RGTPP/HPGCL, the needful will be done on next working day.
3. The contractor whose tender is accepted will be required to furnish by way of security deposit for the due fulfillment of his contract such sum as will amount to 10% of the cost of work. The security deposit will be collected by the deduction from the running bills of the contractor at the rate mentioned above and the earnest money if deposited in cash at the time of tenders will be treated as a part of the security deposit and adjusted accordingly.
4. The tenderer shall quote the prices in English language and international numerals. The rates shall be in whole rupees and shall be entered in figures as well as in words. For the purpose of tender, the metric system of units shall be used.
5. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the tenderers who resort to canvassing will be liable to rejection straight way.
6. All rates shall be quoted on the proper form i.e. price bid supplied as part of the tender documents on e-tender portal by the Department. The basic unit rate per month for each year is required to quoted only excluding GST by the firm in the online price-bid. The total amount including GST will be calculated automatically by the system.
7. On acceptance of the tenders, the name of the authorized representative(s) of the tenders, who would be responsible for taking instructions from the Engineer-in-Charge and shall be communicated to the Engineer-in-Charge immediately after the allotment / start of work.
8. The Haryana Power Generation Corporation Limited does not bind itself to accept the lowest tender and reserves to itself the right to accept the whole or any part of the tender and the tendered shall be bound to perform the same at the rate quoted in this tender.
9. GST or any other tax on material or labour in respect of this contract shall be payable by the contractor and Haryana Power Generation Corporation Limited will not entertain any such claim whatsoever.
10. No contractor is permitted to tender for the works if any of his near relatives is posted to deal with day to day duties in the passing of bill etc. and who is working in any capacity requiring him to give instructions / advice and in particular any office / official of the Corporation including the member of the Board. Any breach of this condition by any one shall render him liable to be removed from the list of the contractors for the Haryana Power Generation Corporation Limited and the work entrusted to him may be terminated.
11. **NEGLIGENCE**

If the contractor neglects to execute the work with due diligence and expedition or refuses to do the work, then HPGCL may serve 15 days notice, in writing to the contractor to make good the failure within the stipulated time otherwise HPGCL shall be at liberty to take the work wholly or partially at the risk and cost of the contractor at a reasonable price. It shall be lawful for the HPGCL to retain any balance which may otherwise be due to the contractor on any account, if dues of the contract are not sufficient to cover the amount thus recoverable from the contractor and to recover the whole of the balance of the amount from the contractor by action at law or otherwise. The remedy under this clause will be in addition to and without prejudice to rights available to the HPGCL under other clauses of the terms and conditions.
12. The contractor would be responsible for the following:-
 - a) All the labour / workmen deployed during the execution of the contract shall be adequately got insured by the contractor at his own cost.
 - b) Any mishap / accident to any workmen at site of work & compensation payable to workmen on this account, all liabilities arising out of any provision of Labour Act/ Workman's Compensation Act shall be the responsibility of the contractor. Any expenditure incurred by HPGCL arising out of the negligence of the contractor would be recovered from his bills/ pending dues.
 - c) The good conduct of all the workmen at work site.
 - d) The loss/ damage caused to the property of HPGCL or any other agency of the contractor or any of his workman / employee.
 - e) The contractor may employ such employees, as he may think fit to ensure the execution

of the work to the entire satisfaction of Engineer-in-Charge. The employees would not be deemed to be in the employment of HPGCL for any purpose whatsoever. The contractor shall abide by the rules, laws and regulations that may be enforced from time to time regarding the employment conditions of service of his employees.

- f) Under no circumstances whatsoever, HPGCL would be held responsible to the labour of the contractor. HPGCL shall have the right to pass on the responsibility on the contractor for any expense incurred by HPGCL as a result of certain dues on the part of employees of the contractor. HPGCL shall be entitled to recover / claim dues / compensation from the contractor in that event.
- g) The labour / employees engaged by the contractor shall not be below the age of 18 years and above 60 years.
- h) Further, the contractor would furnish an undertaking on non judicial stamp paper of appropriate value by each and every worker employed by him, that the worker will not claim any lien as a worker of HPGCL for the services, he is rendering to the contractor.
- i) The contractor shall also indemnify HPGCL against any liability towards its labour for non-compliance of laws etc.
- j) Salary/Wages slips be issued by the contractor on monthly basis and EPF statements on annual basis to the manpower deployed against respective contracts.

13. CONTRACTOR TO REMOVE UNSUITABLE LABOUR

On instruction of the Engineer-in-Charge, the contractor would immediately remove any person employed on the work, who misbehaves or causes any nuisance or otherwise in the opinion of the Engineer-in-Charge is not fit to be deployed on the work, such person shall not be re-employed or allowed on the work without the prior written permission of the Engineer-in-Charge

14. GST: The GST if extra, shall be paid as per actual within delivery period on production of following certificates:

- a. Certified that transaction on which tax has been claimed will be included in the return in the return to be submitted to the GST authorities for the assessment of GST and the amount claimed from HPGCL shall be paid to GST authorities.
- b. Certified that the goods on which GST has been charged have not been exempted from GST under Haryana / Central GST Act or rules made there under. The charge on account of the GST on these goods is correct under the provisions of the relevant act or rules made there under.
- c. Certify that we shall indemnify to HPGCL in case it is found at a later stage that incorrect payment has been recovered on account of GST by us.
- d. Certify that we are registered as dealer and our GST no. is _____.
*Our GST No. is _____ Dt. _____.

15. LABOUR LAWS

- I. The contractor must get himself registered with the Labour Department, Haryana under Section-7 of Labour Contract Act 1970.
- II. He should also obtain a valid Labour License as applicable under Section 12 of Act for the work awarded to him immediately after the allotment of work and a copy of the same must be submitted along with the contract Agreement.
- III. The contractor shall abide by all labour-laws required to be followed under Factories Act, 1948, Industrial Dispute Act 1947, Workmen Compensation Act 1923, EPF Act 1952, Payment of Wages Act 1936 & Minimum Wages Act 1948 and other rules & regulations framed by Central /Haryana Govt. from time to time in this regard. The contractor shall give instructions/records to the local government bodies and other authorities as required by them from time to time and shall face penalties in case of default:

Particulars	Acts
Clause-20. Penalty for offences under the Act	The Payment of Wages Act, 1936
Clause-31. Time for payment of contribution	The Employees' State Insurance (General) Regulations, 1950 (amended on 11.01.2024)
Clause-14. Penalties	The Employees' Provident Funds Miscellaneous Provisions Act, 1952
Chapter VI - Penalties and Procedure	Contract Labour (Regulation & Abolition) Act, 1970 & Rules 1971
Chapter VII - Penalties	The Employee State Insurance Act, 1950

- IV. The contractor shall maintain necessary records viz. Register of wages, Muster roll/ Attendance register, Employment card /Gate Pass, Overtime Register and other

necessary records etc. as required under aforesaid Acts and the same shall be made available to the Engineer-in-Charge / Project Authorities / Govt. of Haryana for checking / inspection as and when required.

V The contractor shall indemnify the HPGCL against all the obligations of the Labour Rules and Regulations under any Statutory Act as mentioned above.

VI The contractor shall submit an undertaking stating that all risks & responsibilities towards labour will be owned by him.

VII The contractor will engage labour after getting the character antecedents verified from the Police department.

VIII The workmen engaged by the contractor shall not be treated as employees of HPGCL. The HPGCL shall have no relation with workers engaged by the contractor. An affidavit from the labour / workmen shall be submitted by the contractor that they will not claim themselves as employees of HPGCL.

IX The contractor shall deduct labour welfare fund for each worker as per Haryana Govt labour welfare rule or any other further amendment by the competent authority, same shall be deposited with the Welfare Commissioner, Haryana, Chandigarh and present its documentary proof alongwith the bill.

16. 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 labour /worker of the contractor, the same shall be made good to HPGCL by the contractor at his own cost.

17. BREACH OF CONTRACT

If the contractor fails to adhere to the time schedule or if his services are found to be unsatisfactory, the HPGCL will be entitled at its option either:-

- I. If the contractor is unable to execute the work, any loss incurred by HPGCL in this respect will be to the contractor's account. HPGCL may also terminate the contract after giving a three days notice, if in its opinion; the work under the contract is not being done to its satisfaction. HPGCL also has the right to get the job done from a third party at the risk and cost of the first contractor till the expiry of the period of contract and debit the cost plus 15% of the cost to the first contractor's account.
- II. To recover damages as per penalty clause mentioned as above, if the said delay is not covered under the Force Majeure reasons.
- III. To get the work done from any other agency after serving a notice of three days to the contractor at his risk and cost and without prejudice to the other provisions of the work order.

OR

To cancel the contract by giving 15 days notice & forfeit the security.

18. JURISDICTION

All legal proceedings in connection with contract shall be subject to the territorial jurisdiction of local court at Hisar (Haryana).

19. ELECTRICITY/ AIR/ WATER

Electricity/ Air/ Water will be provided free of cost at one point per unit as per requirement of job. HPGCL may provide suitable space for site store / temporary workshop free of charges to the contractor. The electricity for site store / office will be provided by HPGCL free of cost. The contractor will use electricity / air / water judiciously. However, contractor shall make his own arrangement for Diesel Generator set/welding set where electricity supply is not available.

20. TRANSPORTATION OF MATERIAL

- a) The contractor shall make his own arrangement for transportation of the material from O&M stores to site of work, from site of work to O&M workshop, if required and return of scrap back to stores. The contractor shall also assist in loading /unloading of material being sent for repairs or received after repair to / from outside of RGTPP.
- b) The contractor shall make his own arrangement for removal of old as well as unused material from the site to the place as specified by the Engineer-in-Charge after completion of work.

21. PRESERVATION & STORAGE OF MATERIAL

All the material issued to the contractor by the HPGCL or brought by the contractor for its bonafide use shall be stored and preserved against any loss, damage, shrinkages or deterioration in any form. Any damage /loss suffered on this account shall be considered as loss due to willful negligence on part of the contractor and shall be liable to compensate HPGCL for these losses suffered at penal rates to be determined by the HPGCL. The rates charged for the purpose of recovery shall be final and binding on the contractor.

22. **SUPERVISION OF WORK**

- a) The Engineer-in-Charge shall have the general supervision of the work. The work shall have to be started by the contractor as per the instruction of Engineer-in-Charge or his authorized representative at any time on working day, on holiday or after office hours, and shall be confirmed by post dated indent. The indent will indicate the date / time of start of work, details of work and scheduled time of completion of work as per contract. The time allowed for a work maintained in the indent will be addition of time of all the jobs / activities as per contract. The Engineer-in-Charge may reduce the total cumulative time of various activities, keeping in view of emergency to bring back the equipment in time. The total time allowed by the Engineer-in-Charge will be final & binding on the contractor. He has the authority to stop the work whenever such stoppage is necessary to ensure the proper execution of the contract. He shall also have authority to reject all works or part thereof and give necessary direction to carry out work again to his satisfaction. No claim whatsoever on this account will be entertained. The work shall be subjected to the inspection by Engineer-in-Charge all the time.
- b) The decision of Engineer-in-Charge shall be final with regards to all matters relating to this contract.
- c) The decision of Engineer-in-Charge for determining the category of the work with reference to the items not mentioned in scope of work shall be final.
- d) The execution of work may entail working at all the sites and weather conditions and no extra claim will be considered on this account. The contractor may have to carry out jobs and work round the clock, as per the requirement to be decided by Engineer-in-Charge. No extra claim /over time will be paid on this account.
- b) In case of any dispute, the contractor may represent in writing to the Engineer-in-Charge.

23. **TELEPHONE**

The successful contractor shall provide the phone facility to his supervisor to facilitate HPGCL for easy communication with the contractor. The phone Number shall be intimated by the contractor immediately after the award of the contract.

24. **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.

25. **OWNERSHIP DEED**

The firm will give ownership deed / partnership deed / proprietorship deed (as applicable) duly attested by Notary Public for record and reference of his office.

26. **Short Close:**

Contract may be short closed by HPGCL at any time during the period of contract without assigning any reason by giving a notice of one month for which no compensation will be paid to contractor.

27. **Medical Examination:**

Contractor shall submit medical examination reports of every employee/ contractual staff at his own expense at the time of signing contract agreement as per clause no.25 of General Terms and conditions. The prescribed medical tests are also to be carried out on annual or bi-annual basis as per direction of statutory authority.

28. **Environment, Health and safety laws:**

The firm shall strictly follow all the Environment, Health and Safety related laws as per prescribed norms/guidelines issued by any Central/ State Govt. statutory authority from time to time.

29. The firm has to follow all standard operating procedures to monitor GST compliance and undertaking regarding GST in prescribed format attached.

**Executive Engineer / LRE-II
For Chief Engineer / RGTPP
HPGCL, Khedar, Hisar**

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 _____

- 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. _____
 - iii. _____

9. Past Experience:-

Name of Organization	Period	Reference of Contract	Order Value contract wise

10. Any other information:

Signature & Stamp of Bidder

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 <https://etenders.hry.nic.in>.
 - 2.4 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt the data and sign the hash during the stage of bid preparation & hash submission. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).
 - 2.5 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
 - 2.6 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
 - 2.7 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.
3. **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 Portal <https://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 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.
8. **Bid Preparation (Technical & Financial) Online/offline Payment of Tender Document Fee, e-service fee, EMD fees and Submission of Bid Seal (Hash) of online Bids:**
 - 8.1 The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. 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.
 - 8.2 The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.
 - 8.3 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.
 - 8.4 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.

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 'Home Page' of the e-Procurement website at <https://etenders.hry.nic.in>, and click on the available link 'How to online' to download the file.

**Executive Engineer / LRE-II
For Chief Engineer / RGTPP
HPGCL, Khedar, Hisar**

Acceptance Certificate

I _____ Designation _____

of (NameoftheCompany)_____

hereby accept the terms and conditions of the NIT no. .

For M/s _____

**PERFORMA OF INDEMNITY BOND TO BE EXECUTED BY THE SERVICE PROVIDER
FOR PERFORMANCE OF ITS CONTRACT
(On non-Judicial stamp paper of appropriate Value)
INDEMNITY BOND**

THIS INDEMNITY BOND is made thisday of
20..... by a Company registered under the Companies Act,
1956/Partnership firm/proprietary concern having its Registered Office at
.....(hereinafter called as 'Service Provider' or 'Obligor' which
expression shall include its successors and permitted assigns) in favour of Haryana Power
Generation Limited, _____ (hereinafter called
HPGCL which expression shall include its successors and assigns).

WHEREAS HPGCL has awarded to the Service Provider a Contract for
vide its Letter of Award/Contract No. dated and its
Amendment No.....and Amendment No.
.....(applicable when amendments have been issued,
hereinafter called the 'Contract') in terms of which HPGCL is required to hand over various
Equipment to the Service Provider for execution of the Contract.

And WHEREAS by virtue of Terms and conditions of the said Contract, the Service Provider
is required to execute an Indemnity Bond in favour of HPGCL for the
.....

NOW THEREFORE, This Indemnity Bond witnessed as follows:

1. The Service Provider undertakes to keep HPGCL harmless against any loss or damage that may be caused to HPGCL on a/c of act by persons deployed by him.
2. The Service Provider undertakes that the Persons deployed shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and none part of the person shall be utilized for any other works or purpose whatsoever. It is clearly understood by the Service Provider that non-observance of the obligations under this Indemnity Bond by the Service Provider shall inter- alia constitute a criminal breach of trust on the part of Service Provider for all intents and purposes including legal/penal consequences.
3. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipment or the same or any part thereof is mis-utilised in any manner whatsoever, then the Service Provider hereby agrees that the decision of Officer-in-Charge/Engineer of HPGCL at to assessment of loss or damage to the Equipment shall be final and binding on the Service Provider. The Service Provider binds itself and undertakes to replace the lost and/or damaged Equipment at its own cost and/or shall pay the amount of loss of HPGCL without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to HPGCL against the Service Provider under the contract and under this Indemnity Bond.
4. NOW THE CONDITION of this Bond is that if the Service Provider shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of HPGCL THEN, the Bond shall be void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the Service Provider has hereunto set its hand through its authorised representative under the common seal of the Company, the day, month and year first above mentioned.

Fore and on behalf of
M/s

WITNESS

- | | | | |
|----|----|-----------------|---------------------------|
| 1. | 1. | Signature | Signature |
| | 2. | Name | Name |
| | 3. | Address | Designation |
| | | | Authorised representative |
| 1. | 1. | Signature | |
| | 2. | Name | (Common Seal) |
| | 3. | Address | (In case of Company) |
| | | | |

* Indemnity Bonds are to be executed by the authorised person and (i) in case of contracting Company under common seal of the Company or (ii) having the Power of Attorney issue under common seal of the company with authority to execute Indemnity Bonds, (iii) In case of (ii), the original Power of Attorney if it is specifically for this contract or a Photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.

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 overhauling in _____ as officially described in tender documents issued against NIT no . _____ dated _____ and concluded by the issue of Work Order no. _____ dated _____ appended here to between Corporation & Contractor. Whereas Contractor further agrees to abide by all labour laws, rules and regulations which may be enforced from time to time. 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
In presence of witness

Signature & designation
and on behalf of HPGCL
In presence of witness

Witness

Witness

1.

1.

2.

2.

MONTHLY PAY ROLL

Annexure-X

1. Name of Corporation _____
2. Name of Contractor _____
3. (a) Licence No. _____
(b) Validity expires on _____

Sr. No.	Name of engaged workers	Amount of wages	Account no. of engaged workers	ESI No. of engaged worker	EPF No. of engaged worker	ESI Contribution Cheque No.			EPF Contribution Cheque No.		
						Employer contribution	Worker contribution	Challan No.	Employer contribution	Worker contribution	Challan No.

STANDARD OPERATING PROCEDURES TO BE FOLLOWED BY BIDDERS TO**MONITOR GST COMPLIANCE:****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

- The undertakings will be verified, 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 to 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.500Cr 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 an undertaking from the vendor who are not generating e-invoice in following format:

We M/s.....having PANand GSTIN Registration Numberhereby undertake that our Aggregate Turnover (as per Section 2(6) of Central Goods and Services Tax Act, 2017)for FY 2024-25 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 there under (“GST Law”).Further, we also undertake that if the aggregate turnover of M/s.....exceeds the current threshold or revised threshold notified by Government of India at any future date, then we shall issue invoice and credit note in compliance with the required provisions of GST Law. In case of any queries from the any state or centre Goods and Services Tax authorities, M/s.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 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 2nd& subsequent invoices

- 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:

- 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 w.r.t. failure by the firm in GST compliances, all future payments to be put on hold after having consultation with HPGCL's GST consultant.
- Firm/Vendor has to submit the undertaking in prescribed Format-A, B, C & D regarding GST.

FORMAT- A

Undertaking from the vendor (on vendor's letter head for not generating 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 2024-25 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 there under ("GST Law"). Further, we also undertake that if the aggregate turnover of M/s. exceeds the current threshold or revised threshold notified by Government of India at any future date, then we shall issue invoice and credit note in compliance with the required provisions of GST Law. In case of any queries from the any state or centre Goods and Services Tax authorities, M/s.will be solely responsible.

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

Authorized Signatory Name:
Designation:

FORMAT- B

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

- 1) GST registration of GST no..... in name of m/s.....is valid as on date.....
- 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:

FORMAT-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 tenure of contract.*
- 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:

FORMAT-D

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

- 1) *Certified that we are registered as taxable person under GST Act, our GST no. is ----- and which is active as on-----.*
- 2) *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.*
- 3) *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.*
- 4) *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.*
- 5) *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

Undertaking from the vendor (on vendor's letter head) regarding eligibility with supporting documents to participate in the NIT)

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

STANDARD OPERATING PROCEDURES TO MONITOR COMPLIANCES UNDER TDS PROVISIONS 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 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 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:

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 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 ,within 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 filling 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.

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 2024-25 i.e. AY 2025-26.

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

Due date for payment/depositing TDS/return filed

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

DECLARATION of TDS

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

TECHNICAL CHECK LIST FORMAT
(To be filled/ uploaded online only)

Sr. No	Technical Specification	Bidder Response (Yes or No)
1	Tender cost with e-service fees	
2	Earnest Money Deposited	
3	Earnest Money Exemption	
4	Bidder(s) shall have HEWP contractor Identity while applying for the tender.	
5	Proof for GST number and PAN.	
6	Statement of bidders as per Annexure-.V.	
7	Acceptance of all terms & conditions of tender Annexure-VII	
8	Documentary Evidence regarding Qualification Criteria:	
	<i>Bidder to have minimum one year experience of cleaning work in areas of Boiler / Turbine / Switchyard / Coal Handling Plant in any Thermal Power Station of HPGCL / NTPC / PSUs / Private Thermal Power Plant.</i> ”in the preceding 07 years ending 30.04.2026.	
9	<i>Bidder to have minimum order value as under:-</i> <i>Single order of the value not less than Rs.93,83,298/-</i> Or	
	<i>Two orders of the value not less than Rs.58,64,562- each.</i> Or	
	<i>Three orders of the value not less than Rs. 46,91,649/- each.</i>	
	<u>Note: Similar work means <i>cleaning work in areas of Boiler / Turbine / Switchyard / Coal Handling Plant in any Thermal Power Station of HPGCL / NTPC / PSUs / Private Thermal Power Plant.</i></u>	
10	The tender documents of only those bidders shall be considered who fulfill the eligibility criteria and submit documentary evidence in support of the same along with a copy of a Performance Certificate/Repeat Order from the same organization if any. The authentic documentary evidence in support of their claim of having said experience should be enclosed in technical bid for consideration of their tender.	
11	Bidders must have average annual turnover in last three consecutive financial years ending 31.03.2026 shall not be less than Rs 1,17,29,123/- . Firm has to supply copy of audited balance sheet showing the turnover or certificate from Chartered accountant in this regard.	
12	The firm should be 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.	
13	Documentary Proof for Permanent EPF and ESI Registration number from Provident Fund Commissioner. Documentary	
14	Firm should submit a certificate to the effect that the tenderer is not presently black listed from any Public Sector undertakings of Central Govt. / State Govt. / SEBs / Corporations / any other reputed Thermal / Hydel Plant etc.	
15	Authority letter in the name of the Authorized Person who has signed the Tender Document / Price Bid on behalf of the Contractor / Company.	

Signature and stamp of Firm

PRICE BID**(To be filled/ uploaded online only)**

Item No.	Description of Work at RGTPP, HPGCL, Khedar, Hisar	Lump sum rate to be quoted per month excluding GST (in Rs.)	Total Amount for 24 months excluding GST(in Rs.)
1	PART-A ARC for Complete Hygienic Cleaning, Sweeping & Removal of garbage from the Power House Building (TG Hall), Service Building, Plant Auxiliary Building and First Aid Center (plant) of Unit-1 & Unit-2, First Aid Center, shifting of H2, CO2 & N2 gas cylinders within Unit-1 & Unit-2 and loading / unloading & transportation of H2 gas cylinder from H2 Generation Plant to Unit-1 & Unit-2 & vice-versa for 24 months.		
2	PART-B ARC for Complete Hygienic Cleaning, Sweeping & Removal of garbage from Administrative Building, Switchyard Control Room Building, 400 KV Switchyard & Power Transformer Yard Unit-1 & 2, Uprooting of grass wild growth in Switchyard & Transformer Yard area and disposal of wastes at RGTPP, Khedar, Hisar for 24 months.		
3	Total (Part-A + Part-B)		

Note for the bidder: -

1. The firm is required to quote the rates strictly as per this rate quoting sheet format only.
2. The firm shall quote rate excluding of GST / tax as applicable i.e. only basic rate.
3. The GST/tax shall be paid extra as applicable from time to time.
4. L-1 will be decided on basis of total for 24 months i.e. 02 Years.
5. 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.

**Executive Engineer / LRE-II
For Chief Engineer / RGTPP
HPGCL, Khedar, Hisar**