



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

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

Corporate Identity No. U45207HR1997SGC033517

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



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

TENDER DOCUMENT

FOR

**Replacement & Rotation of 400 NB MS ERW Ash Slurry Disposal
pipelines at AHP site, RGTPP, HPGCL, Khedar, Hisar .**

NIT No.06/RGTPP/AHP-57/2023-24

Dated: - 13.03.2024

**XEN/AHP
RAJIV GANDHI THERMAL POWER PLANT,
HPGCL, KHEDAR, HISAR.
Tel. & Fax no:-01693-250133**



HARYANA POWER GENERATION CORPORATION LIMITED

Regd. Office – C-7, UrjaBhawan, 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

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 work of Replacement & Rotation of 400 NB MS ERW Ash Slurry Disposal pipelines at AHP site, RGTPP, HPGCL, Khedar, Hisar

Tender Enquiry No.	NIT No.06/RGTPP/AHP-57/2023-24 Dated:13.03.2024
Description of Work	Replacement & Rotation of 400 NB MS ERW Ash Slurry Disposal pipelines at AHP site, RGTPP, HPGCL, Khedar, Hisar
Earnest Money	Rs. 1,23, 200/- (Rupees One Lakh Twenty Three Thousand Two Hundred only)
Cost of Tender documents (Non-refundable)	Rs. 1180/-
E-services fees (Non-refundable)	Rs. 1180/-

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 e-Service Fee can be made by eligible bidders/contractors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT. 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 tenderdocument fees & e-service fee will not be refunded to the agency.

The following are exempted from depositing the earnest money:-

- i) Central/Haryana State Government agencies applying in response to tender. Provide further that the provision of this regulation may not apply to a Public Sector Undertaking of the Central/ Haryana State Government with whom separate terms regarding Security Deposit, if any, may be negotiated /provided for.
- ii) Firms borne on D.G.S. & D/DS&D Haryana rate contracts. The exemption shall be for the specified items which are available on DGS&D/DS&D rate contract.
- iii) Firms registered with the Director of Industries, Haryana or registered with National Small Industries Corporation, Govt. of India. The exemption shall be for the specified items which are available on Director of Industries, Haryana/National small Industries Corporation rate contract.
- iv) **Bidders who have contractor Identity and are registered on HEWP & have deposited one time deposit are also eligible EMD exemption. However, bidder shall submit bid specific Earnest Money Declaration Form generated from HEWP.**
- v) Firms borne on the HPGCL's approved list of suppliers which may have made a permanent earnest money deposit of Rs.10.00 Lakh for quoting at the respective project/office of HPGCL, or Rs 20 lakh quoting anywhere in HPGCL if they quote the registration number given by the respective project/office of HPGCL in their tender papers.
However the provision of the permanent EMD will not be applicable on specific and high value contract exceeding Rs. 10 Crore.

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	13.03.2024 at 18:30 hrs	02.04.2024 at 15:00 hrs
2	Technical Opening (Part-I)	-	04.04.2024 at 12:00 hrs	
3	Shortlisting 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 over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1. Registration of bidders on e-Procurement Portal:-

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

2. Obtaining a Digital Certificate: -

- 2.1. The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- 2.2. A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://etenders.hry.nic.in>.
- 2.3. The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from Haryana tenders in addition to helpdesk you may also contact on email ID – eproc.nichry@yahoo.com ,Tel – 0172-2700275
- 2.4. Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt the data and sign the hash during the stage of bid preparation & hash submission. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised **to keep a backup of the certificate** and also keep the copies at safe place under proper security (for its use in case of emergencies).
- 2.5. In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all

partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate

- 2.6. Authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- 2.7. In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
- 2.8. The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.
- 2.9. **Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://etenders.hry.nic.in>.**
- 2.10. **For help manual please refer to the 'Home Page' of the e-Procurement website at <https://etenders.hry.nic.in>., and click on the available link 'How to?' to download the file.**
- 2.11. Before submitting tenders the instructions may be read carefully regarding submission of tender. If any bidder finds discrepancies or omissions in the tender documents or is in doubt as to the true meaning of any part, he shall clarify same from tender issuing office in writing before the due date of submission of the bid. No arguments on this account whatsoever shall be entertained after the last date & time of submission of tenders.

3. Opening of an Electronic Payment Account:

Tender document can be downloaded online. Bidders are required to pay the tender documents fees online using the electronic payments gateway service. For online payments guidelines, please refer to the Home page of the e-tendering 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	13.03.2024 at 18:30 hrs	02.04.2024 at 15:00 hrs
2	Technical Opening (Part-I)		04.04.2024 at 12:00 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 times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

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

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

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

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

The bidders shall **upload** their technical offer containing documents, qualifying criteria, technical specification, schedule of deliveries, and all other terms and conditions except the rates (price bid) in the part-I (Technical envelope).

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

8.3. Submission of bids will be preceded by submission of the digitally signed & sealed bid (Hash) as stated in the time schedule (Key Dates) of the Tender.

9. Apart from above, any statutory taxes/levies, if to be charged extra, should be clearly indicated by tenderer in their offer separately, failing which it will be presumed that their quoted prices are inclusive of all such statutory taxes/levies.
10. The unit rates are required for variation in scope of work and the payment will be made according to actual work done. Change in amount shall be calculated as per the unit rates quoted above.
11. The tenderers will quote their rates strictly as per ibid RATE QUOTING SHEET.

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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 QUALIFYING REQUIREMENT:

- a. The bidder should be Original Equipment Manufacturer/Supplier (OEM/OES) or a registered vendor of HPGCL, as per vendor registration policy for the specific category of work.

OR

The bidder must have experience of having successfully executed the work of Replacement/Rotation of 300NB/350NB/400NB MS ERW Ash slurry disposal pipeline or similar work of 110 MW unit or above in HPGCL/ NTPC / any SEBs / any PSUs / any Corporations / Central Government / State Government / Semi Government / or any Thermal/ Hydel plant OR experience of Operation & Maintenance work of Ash Handling System of 250 MW & above generating unit during last 7 years ending on 29.02.2024 and having minimum order value as under::

- I. Single Order of the value not less than Rs 49.28 lakhs.

OR

- II. Two Orders of the value not less than Rs 30.80 lakhs each.

OR

- III. Three Orders of the value not less than Rs. 24.64 lakhs each.

Note: submit documentary evidence in support of the same along with a copy of a performance certificate/ repeat order from the same organization if any

- b. Bidders must have average annual turnover in last three consecutive financial years ending 31.03.2023 shall not be less than **Rs1.87 Cr.** Firm has to supply copy of audited balance sheet showing the turnover or certificate from Chartered accountant in this regard & other income shall not be considered for arriving at average annual Turnover.
- c. The bidder should possess ESI and EPF Account No. PAN No. and GST Registration Number.
- d. A certificate to the effect that the tenderer is not black listed from any Public Sector undertakings of Central Government / State Government / SEBs / Corporations / any other reputed Thermal / Hydel Plant etc.
- e. The contractor should have registered under Contract Labour (Regulation & Abolition) Act, 1970 and possesses a valid labour license for deploying the workers on the work or will obtain the same within 15 days of issuance of work order.
- f. **Bidder(s) shall have HEWP contractor Identity while applying for the tender.**

Note:-

- a. The tender documents of only those bidders shall be considered who fulfill the eligibility criteria and submit documentary evidences in support of the same along with copy of performance certificate/repeated order from the same organization, if any.
- b. In case where audited results for the last preceding financial year are not available for determining the average turnover, certification of financial statements from a practicing chartered accountant shall be considered acceptable.
- c. The firms who have been blacklisted by HPGCL or any other Centre or State Power Utility/ Board or Corporation/ or any other Thermal/Hydro ElectricalProject shall not be eligible to bid against the NIT of HPGCL, However;
- (i) In case the blacklisting of the firm is for a specific plant and not for the organization as a whole then such blacklisting will not tantamount to ineligibility of the bidder.
- (ii) Blacklisting of the firm by any unit of the HPGCL shall be considered as ineligibility of the firm at any other project of HPGCL.

- (iii) In case any firm was blacklisted for a limited period in past by any organization and presently such blacklisting has removed by such organization then it will not tantamount to ineligibility of the bidder.
- (iv) Firm has to certify itself for its eligibility with supporting documents to participate in the NIT stating that it has not been blacklisted by any organization presently, however in case at a later stage such certification found wrong then it will lead to misrepresentation of the facts and the firm shall be treated as blacklisted on this ground and action shall be taken as per HPGCL regulation.
- d. Decision of the HPGCL regarding fulfillment of pre-qualification requirement shall be final and binding upon the bidders.
- e. A committee nominated by HPGCL shall evaluate all the bids for fulfillment of qualifying criteria.
1. PART-I Tender shall be opened on the due date & time and Part-II shall be opened on subsequent date which shall be intimated separately to those tenderers whose Part-I is considered complete in all respects and found technically and commercially suitable as per the tender conditions.
 2. Conditions of the contract and other information can be had from the office of XEN/AHP (E-mail: xenahp.rgtp@hpgcl.org.in, (8222022077) on any working day prior to last date of Downloading of Tender Documents & Bid Preparation.
 3. Cost of Tender and EMD in any other form shall not be accepted.
 4. The Tender Document can also be seen on HPGCL website www.hpgcl.org.in.
 5. 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.
 6. The “Application for Bidding” along with the “Terms and conditions of the contract and its all Annexure should be submitted duly filed up completely and signed on each page by the tenderer online. Work offered should be strictly according to the specifications of scope of work and to the terms & conditions of the NIT. Unless a deviation from the specifications and terms and conditions given in NIT is pointed out by the tenderer specifically, it will be presumed that offer/ Tender conforms to the specifications and terms and conditions as laid down in NIT.
 7. Rate/Price Quoting Method:-The tender/offer should be online. The price must be quoted in Indian Rupees as a whole and any mistake in calculating the rupee price will not justify the claim for increase in prices. For the purpose of tender, the metric system of units shall be used.
 8. **RATE QUOTING SHEET:-**
 - a) The tenderer will quote their rates **STRICTLY AS PER THE RATE QUOTING SHEET.**
 - b) **CONDITIONAL DISCOUNT** offered by any tenderer will not be considered for the purpose of relative comparison of rates quoted by participating tenderers.
 9. 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.
 10. The tenderer shall submit their tender in two parts- the first part containing documents for qualifying criteria, technical specification, schedule of deliveries, and all other terms and conditions except the rates (price bid), and the second part containing the rates (price bid) quoted for each item as well as other related terms like freight, GST, price escalation, etc.

11. Any statutory taxes/levies, if to be charged extra, should be clearly indicated by tenderer in their offer separately, failing which it will be presumed that their quoted prices are inclusive of all such statutory taxes/levies.
12. All tenders received against open tender enquiry irrespective of whether they are from the approved contractors on the registered list or others, shall be considered, provided they are on the prescribed form and in accordance with the tender conditions and specifications.
13. Unless exempted specifically, tenders not accompanied with the prescribed EMD/Cost of Tender shall be rejected. EMD/Cost of Tender shall be in the prescribed mode of payment as asked in the NIT, otherwise, the tender shall be liable to be rejected.
14. The rates quoted by the tenderer should be very competitive and as prevailing in the market and should be firm and lump-sum. Prices should be quoted per unit also wherever applicable and asked.
15. 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.
16. The rate negotiations to be held as per latest policy of Govt. of Haryana amended from time to time.
17. No deviation shall be allowed. However, in case of deviation of taxes etc., the same be loaded for comparison purpose.
18. 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.
19. 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.
20. 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.
21. **The whole work against this tender shall be awarded to a single firm whose overall quoted/equated prices are lowest for the complete package.**
22. The bidders shall supply partnership deed in case of partnership firm and Memorandum of Association and Article of Association in case of a company.
23. CE/RGTPP reserves the right to cancel the NIT or to change/modify the tender as a whole or in parts or to reject any or all the tenders so received without assigning any reason and will not responsible & will not pay for any expenses or losses that may be incurred by the tenderer in preparation of the tenders/offers.
24. **INSPECTION OF SITE OF WORK: - Before tendering, the tenderer is advised to inspect the site of work, the environment & get acquainted with the actual work & other prevalent conditions, facilities available. No claim will be entertained later, on the ground of lack of knowledge.**
25. In case of one time job orders and purchase orders, copies of GSTR 1, GSTR 2A and GSTR 3B shall required to be supplied along with copies of invoices raised to HPGCL. Security shall only be released after verification of duly reconciled with three returns (GSTR 1, GSTR 2A and GSTR 3B).

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Khedar, Hisar**

GENERAL TERMS AND CONDITIONS OF CONTRACT**1) CONTRACT AGREEMENT:-**

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

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 an amount of **Rs. 1,23,200/-** (Rupees One Lakh Twenty Three Thousand Two Hundred)as earnest money.
- 3.2. The earnest money furnished by the successful tenderer on whom the work order is placed shall be converted into security deposits as a guarantee for faithful and satisfactory execution of the work order.
- 3.3. The EMD of the unqualified bidders will be returned without any interest, as promptly as possible, within 30 days after declaration of qualification result and that of unsuccessful bidder within 15 days of the execution of the contract with the selected bidder.
- 3.4. The Security Deposit shall be 10% of the Contract value in all the cases. The deduction of the security deposit shall be regulated as per following:-

For Job Works	The successful bidder shall deposit/deducted the security equal to 10% of the total value of the work order. However, the EMD already deposited by the bidder shall be converted into the security deposit and the balance amount will have to be deposited by the contractor by demand draft in favour of Sr.AO _____ within 07 days of issue of work order. Failing which the work order may liable to be cancelled and EMD shall be forfeited.
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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 /deducted shall be released only after completion of the entire period of the contract and after completion of Guarantee/Warranty period, on the certificate of Engineer In-charge/EIC for successful completion of Guarantee/Warranty period and submission of requisite documents like last EPF/ESI return by the contractor.
- 3.7. No interest shall be paid on EMD / Security Deposit for the period it remains deposited with HPGCL.
- 3.8. The earnest money/security deposit shall be forfeited in part or in full under the following circumstances:-
 - I. If the tenderer withdraws his tender at any stage during the currency of validity period.
 - II. If the W.O. has been issued but the contractor refuses to comply with it irrespective of the fact that HPGCL sustains any loss on account of such default or not.

- III. In the event of a breach of contract in any manner.
- IV. In case of evidence of cartel formation by the bidder(s).
- V. If the contractor fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the HPGCL to forfeit either in whole or in part, in its absolute discretion, the EMD/security deposit furnished by the contractor.
- VI. The forfeiture of EMD/security deposit shall be without prejudice to the right of HPGCL to recover any further amount or any liquidated and/or other damages as admissible under the law, under payments or over payments made to the contractor under this contract or any other contract as well as to take such administrative action against the contractor as blacklisting etc.
- VII In case of one time job orders and purchase orders, copies of GSTR 1, GSTR 2A and GSTR 3B shall required to be supplied along with copies of invoices raised to HPGCL.**Security shall only be released after verification of duly reconciled with three returns (GSTR 1, GSTR 2A and GSTR 3B)&successfully completion of G/W period.**
- .VIII.EMD and Securities/Bank guarantees taken by HPGCL may be refunded only after payment of GST by vendor/contractor which was charged from HPGCL.
- IX.In case any issue arises with respect to failure by the firm in GST compliances, all future payments to be put on hold after having consultation with HPGCL's GST consultant.
- X GST undertaking as per Annexure-A to D has to be submitted by the firm while raising the e-invoice/Bill

4) **PAYMENT TERMS: -**

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

“100% payment of contract value shall be released against appropriate bill of contractor and after satisfactory completion of the work by deducting 10% security deposit and statutory deduction. 10% amount of security deposit/deducted shall be released after successfully completion of G/W period. No interest shall be paid by HPGCL on the security amount.

5) **MODE OF PAYMENT: -**

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

6) **COMPLETION PERIOD: -**

1. The work shall be completed within **120 days** of period. The work order will remain in force till whole work is completed. The work shall be completed in phases as per availability of fronts at site and clearance for start of work will be given separately depending upon the availability of fronts. The work shall be undertaken within 7 days of issue of work order, unless otherwise directed by Engineer-in-Charge; however separate LOI shall be issued for execution of work on the basis of site conditions / clearance. The work shall be carried out/completed to match with other activities in progress of the unit.**120 days** shall be counted by addition of no. of days in all phases.
2. The quantum of any item of the scope of work may increase or decrease to any extent, as per the site requirement, subject to the limit that total contract value shall not exceed by **10%** of the contract value. Payment shall not be made for the work not done. Payment will be paid as per actual work done at site. In case of increase of quantum of work, the completion period of the contract shall not change and the contractor will have to complete the job within stipulated period unless the completion period is extended in writing

7) **RISK AND COST: -**

In case the contractor fails to full fill the contractual obligation, the work shall be got done from some other agency at the risk and cost of the contractor. It shall be without prejudice to the right of HPGCL to recover any further amount or any liquidated and/or other damages.

8) **PENALTY FOR DELAY: -**

8.1 Time is the essence of contract. The contractor will ensure timely completion of the job as stipulated in the completion schedule. However, if any part of the job is not completed within the stipulated period, penalty will be imposed @ 1% of the contract value of the work order per week subject to maximum 10% of the contract value. Quantum of work may increase or decrease to any extent. Contractor will arrange additional manpower to complete additional work, if any, within above completion period.

8.2 The contractor will ensure timely completion of the work/job mentioned in the scope of work, within stipulated completion schedule. However, if any part of the job is not completed within the stipulated period whatsoever reason, HPGCL has right to get done the remaining work, from other agency, at the risk and cost of contractor.

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

8.3 In case any defect/damage found in the work done by contractor during the period of Guarantee/warrantee i.e. **12 months from the date of completion of work** the same will be attended by contractor free of cost under G/W clause otherwise the expenditure incurred on the same will be also be got recovered from contractor account.

9) **DOCUMENTATION: -**

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

- i) Contractor shall submit 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, Service Tax number, PAN etc. A photo copy of the EPF code, GST No., 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/driver engaged for the work duly validated with dossier of workers/drivers and their account no. in the appropriate prescribed Performa.
 - c) Self attested copy of the attendance sheet, wages register and evidence of wage payment.
 - d) Undertaking from contractor for payment of GST collected from HPGCL.
- 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 pertain to the labour deployed at site and non of the worker has been excluded there from.c) The record entry of the work done has been taken in the SMB at page no. _____ on dated _____. d) No penalty is leviable on the contractor on any account as per the contract, if leviable; the amount of penalty is _____. e) Copy of protocol and certificate for stage payment if required.

IV) Certificate from Chief Labour Welfare Officer / Factory Manager stating that contractor has complied with all labour laws and safety clearance certificate from Chief Safety Officer. In case of non-availability of Chief Labour Welfare Officer / Chief Safety Officer, from EIC.

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

10) PERFORMANCE BANK GUARANTEE:-

Not applicable

11) WARRANTY/GUARANTEE: -

- i) The contractor shall give guarantee/warranty for the workmanship for a period of **12 months from the date of completion of work.**
- ii) The security of the contractor shall be released after successfully completion of Guarantee/warranty period. During this period if any work(s), which has been attended by the contractor, is found to be defective, the same will have to be attended by contractor again without any additional charges to RGTPP. In case the contractor fails to respond within a reasonable time, the job will be got done from any other agency and entire expenditure thus incurred will be debited to the contractor.

12) FORCE MAJEURE: -

The delay in completion of work may be treated as force majeure to the contractor only if: -

- a. The delay is resulted from any causes arising out of compliance with regulations, orders or instructions of the Central or State Governments, acts of God, acts of Civil & Military authority, fires, floods, strikes, lock-outs, freight embargoes, war risk riots and civil commotion.
- b. The contractor's request for extension of the delivery period along with all necessary evidence comes, before the expiry of the schedule date(s) of delivery.

13) IDLE LABOUR CHARGES: -

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

14) OVER RUN CHARGES: -

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

15) WATCH & WARD: -

The watch and ward of vehicles 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, & other Taxes Including surcharge shall be made at source from the bills of the contractor at the prevailing rates.

18) FACTORY ACT/MINIMUM WAGES ACT/INSURANCE ACT/ EPF ACT/GST ACT ETC: -

Strict adherence of various applicable laws likes the Factories Act, Minimum Wages Act, Payment of Wages Act, the workman's Compensation Act, EPF Act, Contractor labour (Regulation & Abolition) Act, 1970 and all other statutory requirements as amended from time to time the entire satisfaction of Central/State Govt. Authorities, shall be the

responsibility of the Contractor and he shall have to make good loss, if any, suffered by HPGCL on account of default in this regard by the contractor. EPF/ESI contributions will be deposited by the contractor in his own EPF/ESI code no. in the respective account of the workers. The contractor will submit the copy of EPF/ESI challan to the Labour Welfare Officer, at the time of 90% payment along with corresponding list of workers. The contractor shall make the payment of wages to its labour/worker/driver 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.

20) SAFETY RULES: -

A firm shall have to comply with all the provisions of safety rules. The chief Safety officer may impose penalty of **Rs. 200/- per day per head** if the workers of contractor are found to be working carelessly without proper protective equipments in unsafe conditions. Against violation of any other clause, a penalty of Rs. 500/- per violation (minimum) shall be levied. In case of repeated violation of serious nature resulting in various serious accident or direct loss to the corporation/ threatens to cause severe consequences, higher penalty rates may be imposed including suspension/termination of the contract. If any action is initiated by Chief Inspector of Factories, Chandigarh or any other authority against occupier/factory manager or any other authority of HPGCL in case of any fatal/non fatal accident or any other violation of factory act, 1948, Pb. Hr. Factory rules, 1952 or any other industrial or labour act, the contractor shall be liable for the same and also to deposit the amount of fine/penalty if any. In case of default action as deem fit shall be initiated against the contractor.

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

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

21) Jurisdiction of Courts- The courts of the place from where the acceptance of tender has been issued (HISAR) shall alone have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract

22) 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.

23) 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.

24) SET OFF: -

Any sum of money due and payable to the supplier under the contract (including security-deposit returnable to the supplier) may be appropriated by the HPGCL and set-off against

any claim of the Corporation for the payment of a sum of money arising out of under that or any other contract entered into by the contractor with the HPGCL.

25) SUBLETTING AND ASSIGNMENT: -

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.

26) HPGCL reserves the right to cancel the work order at any time without assigning any reasons and will not be responsible and will not pay for any expenses or losses that may be incurred by the contractor towards preparation/mobilization for execution of the job against work order.

27) LOSS OF HPGCL PROPERTY DURING THE CONTRACT PERIOD: -

The contractor shall ensure that no damage or loss is done to HPGCL's property or human being in the jurisdiction of work site. In case it is found that, there is any loss to HPGCL's property or human being due to negligence of any labour/ worker the same shall be made good by the contractor at his own cost.

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

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RGTPP,HPGCL,
Kheddar, Hisar**

SCOPE OF WORK**Item No.-1: - Replacement of MS ERW 400 NB size ash disposal pipeline as per site requirement**

1. Removal of eroded MS ERW 400 NB size AD pipe line by means of cutting and replacement of MS ERW 400 NB size by welding or as per site requirement and directions of engineer in charge.
2. Clearance for start of work of each phase will be given separately depending upon the availability of fronts. Letter of Indent (LOI) will be issued for each occasion .
3. Proper supporting and clamping arrangement has to be provided for erection of line.
4. All consumables like welding electrodes (general), cutting gas, waste cotton, emery papers, cleaning agents, Oxygen and DA Gas cylinder shall be arranged by the contractor at his own cost.
5. All T&P (whether heavy or light) required for smooth execution of the complete job including D.G set, welding set, gas cutting set, winches, chain blocks, Pulleys ,hydra, JCB etc. will be in the scope of contractor.
6. Work may have to be carried out on odd hours/holidays or round the clock and as per requirement of the work.
7. The work is carried in such way that the smooth operation of the plant will not get affected.
8. The work has to be carried out as per directions and entire satisfaction of engineer in charge.
9. All other work which is not mentioned above but is required for successful completion of above said work is also included in the scope of contractor.
10. Return of scrap/left over material from site of work to O&M/stores or to any other site.
11. Transportation of new/used pipe of 400 NB size from O&M store/plant site to the site of work or any other site as per direction of engineer in charge will be in the scope of contractor.
12. Fabrication and Erection of various bend or lateral as provided previously or as per requirement will be in scope of contractor.
13. The entire New pipe (400 NB MS ERW Pipe) is in the scope of HPGCL.
14. Providing of MS coupling or clamps for strengthening of AD lines, if required, will be in scope of contractor
15. Clear Marking on pipelines regarding replacement date shall be marked by contractor on the replaced pipelines

Item No.- 2: - Rotation of welded joined MS ERW 400 NB size ash disposal pipeline

1. Rotation of welded MS ERW 400 NB size ash disposal pipe line by 120/180 degree or as per site requirement by cutting, making V grooves and rewelding of MS ERW 400 NB size A,B,C ash disposal line.
2. Erection of various bends as provided previously or as per requirement will be in scope of contractor.
3. Providing of MS coupling or clamps for strengthening of AD lines, if required, will be in scope of contractor.
4. Clearance for start of work of each phase will be given separately depending upon the availability of fronts. Letter of indent (LOI) will be issued for each occasion
5. All consumables like welding electrodes (general), cutting gas, waste cotton, emery papers, cleaning agents, Oxygen and DA Gas cylinder shall be arranged by the contractor at his own cost.
6. All T&P (whether heavy or light) required for smooth execution of the complete job including D.G set, welding set, gas cutting set, winches, chain bocks, pulleys, hydra, JCB etc. will be in the scope of contractor.
7. The work has to be carried out in such a way that the smooth operation of the plant will not get affected.
8. All other work which is not mentioned above but is required for successful completion of above said work is also included in the scope of contractor.
9. The work has to be carried out as per directions and entire satisfaction of engineer in charge.

10. Return of scrap/left over material from site of work to O&M store or any other site will be in scope of contractor.
11. Return of scrap/left over material from site of work to O&M/stores or to any other site
12. Transportation of new/used pipe of 400 NB size from O&M store/plant site to the site of work or any other site as per direction of engineer in charge will be in the scope of contractor
13. Clear Marking on pipelines regarding rotation date shall be marked by contractor on the rotated pipelines

Note: The scope of work is illustrative and not exhaustive and covers all associated work. Payment will be made as per actual work done at site.

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Khedar, Hisar**

Annexure-IV

SPECIAL TERMS & CONDITIONS

1. The contractor has to arrange all the T&P (whether heavy or light) required for smooth execution of the complete job including welding sets, gas cutting sets, winch machines, chain-pulley blocks, scaffolding material, winding ropes, steel ropes and wires, temporary lighting, spanners, hydraulic jacks as per site requirement, portable grinding machine, hoisting arrangement, etc.
2. All consumables like (general purpose) including, waste cotton clothes, emery paper, hexa-blades, grinding wheel & all small items required for handling & maintenance jobs cleaning agents etc. shall be arranged by the contractor at his own cost.
3. The personal protective equipments for the safety of workers i.e. safety belt, safety shoes, hand gloves, safety goggles etc. shall have to be arranged by the contractor.
4. Water, electricity, compressed air will be given by HPGCL free of cost at the nearest point available. Further connections of the same shall, however, be made by the contractor up to the site of works at his cost.
5. The contractor shall arrange all measuring & testing instruments such as micrometers, vernier callipers, scales, dial gauge, master level etc. as per the job requirement.
6. The existing facilities available in the Departmental Workshop shall be provided by HPGCL free of cost, wherever available, otherwise the contractor shall be responsible for carrying out the job by making his own arrangement without affecting the completion schedule in any way.
7. After completing the job, the area will have to be got cleaned / cleared and scrap etc. to be removed from site. In case Engineer-in-Charge feels that the area has not been cleaned / cleared properly, HPGCL has the right to get the above work done from other agency at the risk and cost of the contractor.
8. Contractors shall have to arrange necessary lighting at various locations with their own cables and lamps as per requirement but electricity will be free of cost.
9. Isolation of area of work by warning tape shall be in the scope of contractor.
10. L-1 will be decided on the basis of total rate for Item No.1 & item No.2. Work to be allotted one/single firm as a whole work.
11. Separate letter of intent will be issued after receipt of MS ERW Pipe at O&M store, RGTPP/AHP Site as MS ERW Pipe in the scope of HPGCL. However start of work to be counted dates the letter of Intent on each phase. Total work completion period is 90 days

**XEN/AHP,
RGTPP, HPGCL,
Khedar, Hisar**

GUARANTEE CERTIFICATE

Certified that I, Sh..... S/o Sh.....
R/o.....on behalf of M/s.....
.....registered office at do hereby
undertake to finish guarantee/warrantee of work done, for a period of 12 months from the
completion of work by the firm/company vide WO No.....dated.
..... issued by the Executive Engineer/AHP vide memo no.
.....dt. in case any defect/damage found
in the material used by us or work done by us during the period of Guarantee/warrantee we
undertake to replace the defective material or remove the defect free of cost to HPGCL within
the shortest possible time after receipt of information of defect.

(AUTHORISED SIGNATORY)
With office seal

Acceptance Certificate

I _____ Designation _____

of(NameoftheCompany)_____

I hereby accept all the terms and conditions of the **NIT No.06/RGTPP/AHP-57/2023-24**
Dated:13.03.2024

For M/s _____

STATEMENTS OF BIDDERS

1. Name of Bidder _____
2. Address of Head Office _____
3. Correspondence Address _____

4. Legal status _____
5. PAN & GST Number of the Bidder (attached self attested photocopies)
PAN _____
GST No. _____

6. Bank Details (attached signed cancelled cheque)
 - i) Bank Name & Address
 - ii) Bank Account Number
 - iii) Bank Branch Code
 - iv) IFSC Code of Branch
 - v) Nature of account (current/saving/OD/CC)

7. Main Lines of Business
 - i. _____ since _____
 - ii. _____ since _____
 - iii. _____ since _____

8. Annual Turnover of past three year
 - i. _____
 - ii. _____

9. Past Experience:-

Name of Organization	Period	Reference of Contract	Order Value contract wise

10. Any other: -

Signature & Stamp of Bidder

Name & Designation of Authorized Bid Signatory _____

RATE QUOTING SHEET

(For reference purpose only)

Sr. No.	Description of work	Tentative Qty. In Meter (a)	Unit rate to be quoted in Rs. Per Meter (b)	Total amount without GST (axb) = c
1.	Replacement of worn out 400 NB MS ERW pipe line at AHP site, 2x600MW, RGTPP, HPGCL, Khedar, Hisar. (MS ERW 400 NB Pipe in the Scope of HPGCL)	4000 Meter	<u>To be filled in BOQ sheet separately</u>	
2	Rotation of welded joined MS ERW 400 NB size ash disposal pipeline at AHP site 2x600MW, RGTPP, HPGCL, Khedar, Hisar	1500 Meter		

Signature of bidder with office seal

NOTE :-1. GST will be paid extra as applicable present rate @18%

2. L-1 will be decided on the basis of total for all above 1 & 2 nos. Items/work.
Work to be allotted one/single firm as a whole work.XEN/AHP,
RGTPP,HPGCL,
Khedar, Hisar

TECHNICAL CHECK LIST FORMAT**(To be filled online only)**

Sr. No.	Technical Specification	Bidder Response (Yes or No)
1	HEWP Contractor I'd	YES / NO
2	Tender cost with e-service fees	YES / NO
3	Earnest Money Deposited	YES / NO
4	Acceptance of all terms & conditions of tender	YES / NO
5	<p>Documentary Evidence regarding Qualification Criteria:</p> <p>The bidder should be Original Equipment Manufacturer/Supplier (OEM/OES) or a registered vendor of HPGCL, as per vendor registration policy for the specific category of work.</p> <p style="text-align: center;">OR</p> <p>The bidder must have experience of having successfully executed the work of Replacement/Rotation of 300NB/350NB/400NB MS ERW Ash slurry disposal pipeline or similar work of 110 MW unit or above in HPGCL/ NTPC / any SEBs / any PSUs / any Corporations / Central Government / State Government / Semi Government / or any Thermal/ Hydel plant OR experience of Operation & Maintenance work of Ash Handling System of 250 MW & above generating unit during last 7 years ending on 29.02.2024 and having minimum order value as under:</p> <p>Single Order of the value not less than Rs 49.28 lakhs. OR Two Orders of the value not less than Rs 30.80 lakhs each. OR Three Orders of the value not less than Rs. 24.64 lakhs each.</p> <p>Note: Submit documentary evidence in support of the same along with a copy of a performance certificate/ repeat order from the same organization if any.</p>	YES / NO
6	Documentary Proof for Turnover Certificates : Bidders must have average annual turnover in last 3 consecutive financial years ending 31.03.2023 shall not be less than Rs. 1.87 Cr.	YES / NO
7	Documentary Proof for ESI, Permanent EPF Registration number from Provident Fund Commissioner.	YES / NO
8	Documentary Proof for GST number.	YES / NO
9	Documentary Proof for permanent account (PAN) number.	YES / NO
10	The contractor should have registered under Contract Labour (Regulation & Abolition) Act, 1970 and possesses a valid labour license for deploying the workers on the work or will obtain the same within 15 days of issuance of work order	
11	The certificate to the effect that the tenderer is not black listed from any Public Sector undertakings of Central Govt. / State Govt. / SEBs / Corporations / any other reputed Thermal / Hydel Plant etc.	YES / NO
12	Annexure-VII (Statement of bidder filled or not)	YES / NO

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

We M/s. having PAN and GSTIN Registration Numberhereby undertake that our Aggregate Turnover (as per Section 2(6) of Central Goods and Services Tax Act, 2017) for FY 2022-23 does not exceed the prescribed threshold (as on the date of this declaration) for generation a Unique Invoice Registration Number (IRN) and QR code as per the provisions of Central Goods and Services Tax Act, 2017 and rules thereunder ("GST Law"). Further, we also undertake that if the aggregate turnover of M/s. exceeds the current threshold or revised threshold notified by Government of India at any future date, then we shall issue invoice and credit note in compliance with the required provisions of GST Law. In case of any queries from the any state or centre Goods and Services Tax authorities, M/s.will be solely responsible.

Yours Truly,

For M/s.....

Authorized Signatory Name: Designation:

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

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

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

Yours Truly,

For M/s.....

Authorized Signatory Name: Designation:

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

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

1.2. I undertake to submit copies of GSTR I and GSTR 3B/challans as evidence to deposit of GST with certification that GST collected from HPGCL, to be specified in exact rupees, has been paid to Govt. vide this challan (specifying the challan no. & date of deposit) and returns filed (date of filing of return) includes the transaction of supply of Good or/and services to HPGCL.

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

Yours Truly,

For M/s.....

Authorized Signatory Name: Designation:

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

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

Yours Truly,

For M/s.....

Authorized Signatory Name: Designation:

Performa for declaration under Section 206AB/Section 206CCA

DECLARATION

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

1. That the Corporation/Company/Board/Trust is a regular income tax assessee.
2. That the Corporation/Company/Board/Trust has been filing its return of income tax regularly.
3. That the Corporation/Company/Board/Trust has filed returns of income tax for the financial years 2021-22 and 2022-23 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
2022-23		
2023-24		

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)