RAJIV GANDHI THERMAL POWER PLANT
(A Unit of Haryana Power Generation Corporation Limited)
(Regd. Office: C-7, Urja Bhawan, Sector-6, Panchkula)
Corporate Identity No. U45207HR1997SGC033517
GST Registration No. 06AABCH4536J1ZM **PAN No. AABCH4536J**
Website: - www.hpgcl.org.in, Email ID: xenbmd2.rgtpp@hpgcl.org.in

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

E-TENDER DOCUMENT

FOR

Work of painting of Boiler & its auxiliaries in Unit-II at RGTPP, HPGCL, Khedar, Hisar, Haryana

NIT No. 51/RGTPP/BMD-II/576
Dated 20.08.2026

Executive Engineer/BMD-II.
For CHIEF ENGINEER/RGTPP,
HPGCL, KHEDAR, HISAR.

INDEX

HARYANA POWER GENERATION CORPORATION LIMITED
Regd. Office – C-7, UrjaBhawan, Sector-6, Panchkula
Corporate Identity Number: U45207HR1997SGC033517
GST Registration No. 06AABCH4536J1ZM PAN No. AABCH4536J
Website:- www.hpgcl.org.in Email:- xenbmd2.rgtpp@hpgcl.org.in Ph. No. 08222023837
An ISO: 9001, ISO: 14001 and OHSAS: 18001Certified Company

NOTICE INVITING E-TENDER

E-tenders in two parts are invited on behalf of Haryana Power Generation Corporation Limited (HPGCL) Khedar, Hisar from eligible parties, for the work of **"Work of painting of Boiler & its auxiliaries in Unit-II at RGTPP, HPGCL, Khedar, Hisar, Haryana."**

Tender Enquiry No.	NIT No. 51/ RGTPP/BMD-II/576 Dated 20.08.2026
Description of Work	Work of painting of Boiler & its auxiliaries in Unit-II at RGTPP, HPGCL, Khedar, Hisar, Haryana.
Earnest Money	Rs.94,400/- (Rupees Ninety Four Thousand Four hundred only)
Cost of Tender documents (Non-refundable)	Rs. 1,180/-
E-services fees (Non-refundable)	Rs. 1,180/-
Period of Contract	Six Months
Start date and time of tender uploading	20.08.2026 17:00 Hrs
Last date for submission of online tender	21.09.2026 11:00 Hrs
Due date & time of opening of technical bid (Part-I)	24.09.2026 15:00 Hrs
Contact Information	Sh. Pravin Kumar, XEN/BMD-II (Mob. No. 8222023837).

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

Annexure-I

Information Regarding Online Payment of Tender Document, e-Service & 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 tender document fees & e-service fee will not be refunded to the agency.
2. Unless exempted specifically, tenders not accompanied with the prescribed EMD/Cost of Tender shall be rejected. EMD/Cost of tender shall be in the prescribed mode of payment as asked in the NIT; otherwise, the tender shall be liable to be rejected.

   The following are exempted from depositing the earnest money: -
   (i) Public Sector Undertakings of the Central/Haryana State Government.
   (ii) Firms borne on D.G.S. & D/DS&D Haryana rate contracts.
   (iii) Firms registered with the Director of Industries, Haryana or registered with National Small Scale Industries Corporation, Govt. of India. The exemption shall be for the specified items which are available on Director of Industries, Haryana/National Small Industries Corporation Rate Contract.
   (iv) Firms borne on the HPGCL's approved list of suppliers which may have made a permanent earnest money deposit of Rs.10.00 Lakh at the respective Project/office of HPGCL, if they quote the Registration number given by the respective project/office of HPGCL in their tender papers.
   (v) **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**.

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

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

Annexure-II

Instructions to bidder on Electronic Tendering System

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. Tenderers may contact for any support regarding tender submission/obtaining digital signature etc. at following nos./email ids:-
E-mail**:** support-eproc@etenders.hry.nic.inoreproc.nichry@yahoo.com
Help Desk: 0120-4001002, 05, 0120-4200462, 0120-6277787, 0172-2700275

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

1.5 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.

1.6 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.

1.7 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.

1.8 Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal https://etenders.hry.nic.in.

1.9 For help manual please refer to the 'Home Page' of the e-procurement website at https://etenders,hry.nic.inand click on the available link 'How to .?" to download the file.

1.10 Before submitting tenders, the instructions may be read carefully regarding submission of tender. If any bidder finds discrepancies or omissions in the tender documents or is in doubt as to the true meaning of any part, he shall clarify same from tender issuing 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**.**

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 (end) date and time
1.	-	Downloading of Tender Documents & Bid Preparation	20.08.2026 17:00 Hrs	21.09.2026 11:00 Hrs
2.	Technical Opening (Part-I)	24.09.2026 15:00 Hrs	-	-
3.	Short listing 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, e-Service fee, EMD fees of online Bids:**
   8.1 The bidders shall have to pay for the Tender document fee, EMD fees & e-Service Fee (Rs. 1,180/-) 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 guidelines, Home page of the e-tendering portal https://etenders.hry.nic.in may be referred.
   8.2 The bidders shall upload their technical offer containing documents, qualifying criteria, technical specification, schedule of deliveries, and all other terms and conditions except the rates (price bid) in the part-I (Technical envelope). The price bid shall be submitted in separate part-II format supplied by purchasing authority online. The committee members shall open only the part-I on schedule date of opening of technical bid. As per system settings, Part-II cannot be opened on that date.
   8.3 The tenders shall be opened on the due date by Tender Opening Committee comprising of Executive Engineer, AE/AEE and a representative of finance/account department of not below the rank of Section Officer/Divisional Accountant. The tenders shall be downloaded and print outs taken.

9. If the tenders are cancelled or recalled on any ground, the tender document fees &e-service fee will not be refunded to the agency. However, EMD shall be refunded.
10. Bidder shall ensure that payment shall be made at least 2 days prior to last date of submission of the bid.
11. Rates shall be quoted by the tenderer in the format supplied by purchaser. No deviation in terms shall be allowed.

12. Purchaser reserves the right to cancel the NIT or to change qualifying requirement or to reject any or all the tenders so received without assigning any reason.
13. The bidder can revise his price bid any number of times but only before last date of submission of bid. All previous quotes are deleted & only the latest price quoted is visible to the purchasing authority on date of opening of price bid.
14. The bidders shall observe the highest standards of ethics during the submission of tender and execution of the contract. In case of evidence of cartel formation by the bidder(s) EMD is liable to be forfeited.
15. The bidder shall bear all costs of bank charges, if any, associated with the preparation and submission of his bid and the purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

16. Standard Operation Procedures under GST and TDS provisions

The standard Operation Procedure adopted by HPGCL under GST and TDS provisions are given below: -

1. The below mentioned undertaking have to be submitted by bidder on its letter head while submitting tender on e-portal: -
    - 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. **Points 1.1 to 1.3 in one undertaking (Annexure-XVI)**
    - 1.4. A CA certificate regarding validity of GST registration will be submitted every six months during the tenure of contract.
    - 1.5. 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.
    - 1.6. 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. **Points "a" to "e" in one undertaking (Annexure-XVII)**
    - 1.7. 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. **(Annexure-XVII)**
2. After end of the financial year, supplier of goods and /or services to provide copies of GSTR 1, GSTR 2A and GSTR 3B along with copies of invoices raised to HPGCL, duly reconciled with three returns (GSTR 1, GSTR 2A, GSTR3B) up to 30th June of next year.
3. 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
4. If firm having multiple GST registration numbers, the GST number linked to place of supply/service should be submitted during the submission of tender on e-portal.
5. Generation of e-invoice for GST supplies by the person having aggregate turnover of more than Rs. 5 Crs is made compulsory. The e-invoice generated by vendors having turnover more than 5 crore should contain 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.
6. The vendors who are not generating e-invoice in already provided format if their turnover is less than 5 crore should be given an undertaking as **Annexure-XIV.**
7. 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.
8. 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 (GSTR 1, GSTR 2A and GSTR 3B) to be submitted on quarterly basis.
9. EMD and Securities/Bank guarantees taken by HPGCL may be refunded only after payment of GST by vendor/contractor which was charged from HPGCL.

10. 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.
11. Bidder has to give undertaking of Annexure- XIV to XVIII mentioned above on its letter head while submitting tender on e-portal. Their bid can be rejected by HPGCL in absence of these undertaking.

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

Annexure-III

GENERAL INSTRUCTIONSTO THE BIDDERS

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

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

i. The bidder should be an Original Equipment Manufacturer / Supplier (OEM/OES) or a registered vendor of HPGCL, as per Vendor Registration Policy for the specific category of the work / purchase.

OR

The bidders must have experience of having successfully executed same or similar Work Order(s) in HPGCL / NTPC / Any SEBs/Any PSUs/Any corporations / Central Govt. / State Govt. / Semi Govt. or in any Thermal/ Hydel Plant and have average annual turnover and other eligibility conditions as given below: -

Experience of Execution of Work Order

Bidder must have successfully executed the Work Order(s) for same or similar work during the last 7-years ending 31.07.2026 and having minimum order value as under-

Single order of the values not less than Rs.37,72,300/-

OR

Two orders of the values not less than Rs.27,57,700 each

OR

Three orders of the values not less than Rs.18,86,200/- each including GST.

Note-: Similar work item should not mislead with specific or same work /item in general, wherever possible its broader interpretation should be taken to avoid restrictive competition.

ii. Bidder must have average annual turnover in last three consecutive financial years ending 31.03.2026 not less than Rs.94,30,600/- Other income will not be considered for calculating the annual turnover.

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

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

v. The contractor should have GST No., EPF Account No, ESI No. & PAN No.

vi. **The Bidder must have contractor ID on HEWP Portal (Haryana Engineering Works Portal) for participation in the tendering process failing which the firm's tender will be straight away rejected.**

Note: -

2. Eligibility of the black listed firms to participate in NIT: - The firms who have been blacklisted by HPGCL or any other Centre or State Power Utility/Board or Corporation/or any other Thermal/Hydro Electricity project shall not be eligible to bid against the NIT of HPGCL, however: -
   i) In case the blacklisting of the firm is for a specific plant and not for the organization as a whole then such blacklisting will not tantamount to ineligibility of the bidder.
   ii) Blacklisting of the firm by any unit of HPGCL shall be considered as ineligibility of the firm at any other project of HPGCL.
   iii) In case any firm was blacklisted for a limited period in past by any organization and presently such blacklisting has removed by such organization then it will not tantamount to ineligibility of the bidder.
   iv) Firm has to certify itself for its eligibility with supporting documents to participate in the NIT stating that it is not under any default towards compliance under any of the labour 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 and 37 of the HPGCL Works & Purchase Regulations. 2015
3. The firm has to follow standard operating procedures to monitor GST compliance as attached as Annexure-VII.
4. The tender documents of only those bidders shall be considered who fulfill the eligibility criteria and submit documentary evidences in support of the same along with copy of performance certificate / repeat order from the same organization if any.
5. The firm should fill statement of bidders Performa as per Annexure-IX and submit authentic supporting documents for proving its credential. Original documents may be asked for verification at the time of finalizing the tender.
6. Decision of the HPGCL regarding fulfillment of Pre-qualification requirement shall be final and binding upon the bidders.

7. Conditions of the contract and other information can be had from the office of XEN/BMD-II. (E-mail: xenbmd2.rgtpp@hpgcl.org.in,Tele fax & Telephone No. 01693-250137/8222023837/9315027251) on any working day prior to last date of Downloading of Tender Documents & Bid Preparation.
8. The Tender Document can also be downloaded from HPGCL website www.hpgcl.org.in
9. The tender will only be submitted on the centralized e-procurement portal i.e.https://etenders.hry.nic.in.
10. Before submitting tenders, the instructions may be read carefully regarding submission of tender. If any bidder finds discrepancies or omissions in the tender documents or is in doubt as to the true meaning of any part, he shall clarify same from tender issuing office in writing before the due date of submission of the bid.
11. 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 confirms to the specifications and terms and conditions as laid down in NIT.
12. 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 GST, price escalation, etc.
13. The tenderer will quote their rates STRICTLY AS PER THE RATE QUOTING SHEET. No deviation in terms shall be allowed.
14. 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.
15. 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.
16. 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.
17. 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.
18. The validity of the tender/offer shall be for 120 days from the date of opening of the price bid.
    a. Suomoto revised price bid / supplementary Part-II will not be accepted after the last date of submission of the tender. However, in case revised price bid is submitted by the bidder Suomoto but prior to the due date of submission of the tender, then the revised price bid only, shall be opened and considered by the purchasing authority.
    b. The rate negotiations will be held as per Govt. of Haryana negotiation policy amended from time to time.
19. No deviation shall be allowed. However, in case of deviation of taxes etc., the same be loaded for comparison purpose.
20. 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.
21. 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.
22. 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.
23. **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.**
24. Purchaser reserves the right to cancel the NIT or to change qualifying requirement or to reject any or all the tenders so received without assigning any reason.
25. **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.

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

Annexure-IV

GENERAL TERMS AND CONDITIONS OF CONTRACT

1) CONTRACT AGREEMENT: -

The contractor shall execute a contract agreement with HPGCL on a Non-Judicial Stamp Paper of appropriate value within 7 days of receipt of work order. Validity of work order shall be 365 days from date of issue 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.94,400/- (Rupees Ninety Four Thousand Four hundred only) as the earnest money.

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

3.3. The Security Deposit shall be 10% of the Contract value.

3.4. 10% amount of the appropriate bill submitted by the firm shall be kept as security deposit. The security deposit of the contractor shall be retained by HPGCL for faithful execution of the contract.

3.5. Security deposit shall be released only after completion of 30 days of guarantee /warrantee period on the certificate issued by Engineer-In-charge and submission of requisite documents by the contractor.

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

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

4) PAYMENT TERMS: -

100% payment of the contract value shall be released against appropriate bill of contractor and after satisfactory completion of work done by deducting 10% security deposit and statutory deductions.

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 the Sr. Accounts Officer/ Accounts Officer. No payment to the contractor shall be released other than in Escrow account opened for the purpose.

6) COMPLETION PERIOD: -

The completion period of the work as specified below shall be the essence of the contract.

The work shall be started within 07 days of issue of LOI/ work order. The work shall be completed within six months from the date of issue of LOI/ work order unless otherwise directed through written communication. Start date of painting will be given to firm by O/o XEN/BMD-II, RGTPP in writing after ensuring the quality and colour of paint to be used.

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 work not done. In case of increase of quantum of work, the completion period of work will not change and contractor will have to complete the job within the stipulated period unless the completion period is extended in writing.

7) RISK AND COST: -

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

8) PENALITY FOR DELAY:

Time is essence of the contract. The contractor shall ensure timely completion of job as per stipulated completion period. In case of delay in completing the work/job as per completion period (clause no. 6 of NIT, Annexure-VI, General terms & conditions), penalty for delay will be imposed @1% of total contract value per week or part thereof shall be imposed subject to maximum of 10% of the contact value.

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

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 bill in triplicate to the executive in charge along with the followings:
   a) The contractor will submit the bill in triplicate. The bill should be on the contractor's bill book duly serially numbered and bearing date of issue, contractors EPF code, GST registration No, HSN code, PAN No., place of business with address & unique invoice No. A photo copy of the EPF code, Labour licence, PAN card 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 engaged for the work duly validated with dossier of workers and their account number in the appropriate prescribed Performa.
   c) Self-attested copy of the attendance sheet, wages register and evidence of wage payment.
   d) Undertaking from contractor regarding deposit of GST collected from HPGCL.

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

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, submitted by the contractor pertains to the labour deployed at site and none of the worker has been excluded there from. c) The record entry of the work done has been taken in the small measurement book (SMB) at page no. _____ 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.

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

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

10) PERFORMANCE BANK GUARANTEE: - Unless agreed otherwise, firm shall submit bank guarantee of the nationalized bank equivalent to 10% of the contract value in the prescribed Performa valid up to one month after completion of warrantee period.

11) WARRANTY: -

I. The contractor shall provide warranty for the workmanship of the work done for a period 12 month from the date of completion of work.

II. During this period if some area or inscription which has been painted/attended by the contractor, is found to be defective, the same will have to be painted/attended again without any additional charges to HPGCL. In such case, warranty period shall start from the date of such repair/rectification. In case the contractor fails to respond within a reasonable time, the job will be got done from any other agency at risk and cost of 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 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 etc. including surcharge shall be made at source from the bills of the contractor at the prevailing rates.

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

Strict adherence of various applicable labour laws like the Factories Act, Minimum Wages Act, ESI Act, Payment of Wages Act, EPF Act, Contractor labour (Regulation & Abolition) Act, 1970 and all other statutory requirements as amended from time to time to 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 Factory Manager, at the time of 90% payment along with corresponding list of workers. The contractor shall make the payment of wages to its labour in their saving account linked with the ESCROW account only. Documentary evidence thereof shall be submitted along with the running bill.

19) INSURANCE OF WORKERS: -

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

20) SAFETY RULES: -

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

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

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

21) ARBITRATION: -

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

22) **LAWS GOVERNING CONTRACTS: -**

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

23) **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.

24) **SUBLETTING AND ASSIGNMENT: -**

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

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

Annexure-V

Detailed Scope of Work of painting in Boiler Area of Unit-II

Sr. No.	Detail of Equipments	Tentative Enamel Painting Area (Square meter)
1	Coal Mill Area	10,000
2	Post ESP Area	8,500
3	Boiler Area	37,000
	Total	55,500

Note:

1. Cleaning of the outer surface by wire brushing, scrapping, and removal of loose rust, old paint, dust, oil, grease, etc.
2. Application of two coats of synthetic enamel paint of approved shade and makes to achieve a smooth and uniform finish.
3. All tools, tackles, consumables, scaffolding, ladders, and safety arrangements shall be arranged by the firm.
4. Proper covering of nearby equipment/floor area to avoid paint spill/damage.
5. The firm will rewrite certain inscription in the same fashion, which is already written on various equipment, panels and structure etc, after painting.
6. The responsibilities, on account of any damage to HPGCL equipment during the course of work, shall also rest with the firm.
7. Paint should be of standard make; like Asian Paint /Birla Opus Prime/ Dulux/ Nippon/ Nerolac/ Berger and colour of paint should be as per existing colour on structures. The firm should submit the bills of the paint along with the test certificate issued by the manufacturer before starting of work. Start date of painting work will be given to the firm by O/o XEN/BMD-II, RGTPP in writing after ensuring the quality and colour of paint to be used.
8. Work shall be carried out under the supervision of site in-charge and strictly adhering to safety norms.
9. Any other job requirement to complete the above activity of painting shall be in the scope of the contractor.
10. Erection of desired safe scaffolding and its dismantling for carrying out the painting work is included in the scope of contractor.
11. Contractor to ensure that there is no hindrance for O&M of RGTPP equipment while painting work is in progress. Moreover, if environment is not suitable for painting the surface due to running of coal mills, fans, boiler, evacuation/ flow of mill reject or any other reason which is beyond the control of contractor; the contractor can intimate in writing and suitable date and time will be intimated to the firm.
12. Consumables like brush, dhoti/cleaning cloth, sand paper, emery paper, spray spreader/atomizer, spray nozzle, paint spray gun, polybags, polythenes etc. shall be in the scope of the contractor.
13. The quantum of work as mentioned above is only tentative; however payment will be made as per actual work done basis. The required material for enamel painting i.e. Enamel Paint & Thinner etc. will be arranged by contractor.

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

Annexure-VI

SPECIAL TERMS & CONDITIONS

1. This office reserves the right to reject any or all tenders without assigning any reason what-so-ever.
2. Electricity will be supplied free of cost by HPGCL at one point and further arrangement will be made by contractor.
3. Water will be supplied by HPGCL at one point and further arrangement done by agency at its own level.
4. The contractor shall continuously maintain adequate protection of all his work from damage and shall protect adjacent properly from injury or loss in connection with the contract operations.
5. While working on site, contractor will do proper barricading and fix proper signs in the working area.
6. The firm will have to take safety clearance certificate and labour welfare certificate from Safety officer and Labour welfare officer before submitting the bill.
7. The contract may be short closed at any time during the period of contract by HPGCL without assigning any reason by giving a notice of one month, for which no compensation shall be payable to the contractor.
8. If any damage is done by the contractor to any existing work during the course of execution of the work. This shall have to be made good by him at his own cost.
9. Before tendering the tenderer shall inspect the site of work and shall fully acquaint/ satisfy himself about the condition, area, scope of work, etc. in respect of site to avoid any ambiguity at later stage.
10. Only actual quantities of work completed by the Engineer-in-charge shall be paid for, if any damage done by the contractor to any existing work during the course of execution of work, this shall have to be made good by him at his own cost.
11. At least one authorized representative of the contractor should always be available at site of work to take instruction from departmental officers/official and ensure proper execution of work in the absence of the contractor.
12. The contractor shall clear the site of work simultaneously as the work proceeds failing which the same shall be got cleared by the Engineer-in-charge at the risk and cost of the contractor.
13. The contractor shall store all materials in proper manner so as to avoid contamination, deterioration and any accident. At the places where the materials are stored by the contractor, he will make his own arrangements for transportation, loading unloading and security of belongings of the contractor. HPGCL will not be responsible for any theft, damage to the men and material of the contractor.
14. The contractor will arrange and use its own all type of machinery and T&P incidental to all operation for the work. The rates to be quoted should be inclusive of the same.

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

Annexure-VII

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

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

- It is to ensure that the all-prospective bidders to submit copy of Registration Certificate under GST Act.
- The following undertakings (on the letter head of bidder) to be made part of mandatory documents to be submitted by all bidders:

1.1 GST registration is valid as on date.

1.2 No default has ever been made by bidder in filing the various GST returns and deposit of GST dues with the department.

1.3 Bidders having multiple registrations under GST will submit undertaking for each & every GST number. A default under a GST number even if the GST number pertains to some other state, will make the vendor ineligible to participate in tender.

In addition, the successful bidder will also submit the following undertakings in addition to above immediately after issue of work order and with submission of each & every bill unless mentioned otherwise:

1.4 Undertakings mentioned at 1.1, 1.2 and 1.3.

1.5 A CA certificate regarding validity of GST registration will be submitted every six months during the tenure of contract.

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

1.7 Vendor will inform immediately the HPGCL about initiation of any proceeding (if any) against him under the GST laws which may result in suspension or cancellation of GST number of the Vendor.

1.8 Undertaking to indemnify the HPGCL in case of any financial implication on HPGCL due to non-compliance of prescribed obligation under the GST Law on part of the Supplier/vendor.

1.9 In case of ARCs/AMCs having duration above one year, copies of GSTR 1, GSTR 2A and GSTR 3B along with copies of invoices raised to HPGCL, duly reconciled with three returns to be submitted on quarterly basis.

In case of one time job orders and purchase orders, copies of GSTR 1, GSTR 2A and GSTR 3B along with copies of invoices raised to HPGCL, duly reconciled with three returns to be submitted before release of the security.

Stage II: Scrutiny **of bids** -

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

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

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

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

- Purchase order/work order to specify that in case of failure at the end of vendor regarding deposit of tax and in complying with conditions mentioned at stage I & II, HPGCL will have right to recover the GST amount in default along with interest & penal amount and deposit the same directly with GST department on behalf of vendor to the credit of HPGCL.
- Vendor will undertake to immediately inform the HPGCL about any amendment in the GST certificate and to immediately submit the updated registration certificate.

Stage IV: Receipt of first invoice-

- Executive wing to verify that the invoice is in performa as specified under GST laws (Section 31 to 34 of CGST Act read with Rules 46 to 55A of the CGST rules deal with the Tax invoice, Credit notes and debit notes) with correct GST number of HPGCL so that no difficulty is faced by HPGCL while claiming Input Tax Credit of GST due to incorrect GST number and also to reconcile the GST number and address of supplier as per invoice with the GST number & address given in tender documents submitted by vendor and submit the duly verified invoice to accounts wing.
- After the implementation of the E-Invoice w.e.f.01 Oct 2020 generation of e-invoice from common e-invoice portal for B2B supplies by person having aggregate annual turnover of more than Rs.500 Crs has been made compulsory. And w.e.f 01.Jan 2021 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 ofthe 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 avail document.
- Obtain a undertaking from the vendor who are not generating e-invoice in following format:
  We M/s…………………….having PAN ………………………and GSTIN Registration Number ………………….hereby undertake that our Aggregate Turnover (as per Section 2(6) of Central Goods and Services Tax Act, 2017)for FY 2019-20 does not exceed the prescribed threshold (as on the date of this declaration) for generation a Unique Invoice Registration Number (IRN)and QR code as per the provisions of Central Goods and Services Tax Act,2017 and rules thereunder ("GST Law").Further, we also undertake that If the aggregate turnover of M/s…………………..exceeds the current threshold or revised threshold notified by Government of India at any future date, then we shall issue invoice and credit note in compliance with the required provisions of GST Law. In case of any queries from the any state or centre Goods and Services Tax authorities, M/s. ……………………will be solely responsible.

  Yours Truly,

  For M/s…………………………..

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

Stage V: Receipt of IInd & subsequent invoices

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

Others:

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

<u>STANDARD OPERATING PROCEDURES TO MONITOR COMPLIANCES UNDER TDS PROVSIONS OF INCOME TAX ACT: -</u>

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

HPGCL as a deductor of tax:

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

Form Transaction to be reported

24Q TDS on salaries
26Q TDS on all payments except salaries
26QC TDS on rent

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

HPGCL is in receipt of payment net TDS:

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

Annexure-A

Specified Payments/ Transaction applicable to TDS

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

Section	Income Type	Limit	TDS Rate In %
192	Salary Income	As per Basic Exemption limit & deduction	---
193	Interest on securities	Rs.10,000	10%
193	Interest on debenture	Rs.5,000	10%
194	Dividend other than listed	NA	10%
194A	Interest other than on securities by other than Bank/FIs	Rs. 5,000	10%
194H	Commission on brokerage	Rs. 15,000	5%
194I	Rent of Land, Building and Furniture	Rs. 2,40,000	10%
194I	Rent of plant& machinery	Rs. 2,40,000	2%
194IB	Rent	Rs. 50,000 per month	--
194IA	Transfer of immovable property other than agriculture land	Rs. 50 Lakh	1%
194C	Payment to contractor subcontractor (single transaction)	Rs. 30.000	2%
194C	Payment to contractor during the year	Rs. 1,00,000	2%
194J	Professional fees/Technical fees etc.	Rs. 30,000	10%

Due date for payment/depositing TDS/return filed

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

Annexure-VIII

FORMAT FOR CONTRACT AGREEMENT

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

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

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

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

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

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

Signature of the contractor

In presence of witness

Witness

1.

2.

Signature & designation

and on behalf of HPGCL presence of witness

Witness

1.

2.

Annexure-IX

STATEMENTS OF BIDDERS

1. Name of Bidder ________________________________
2. Address of Head Office ________________________________
3. Correspondence Address ________________________________
____

4. Legal status
5. PAN &GST Number of the Bidder (attached self attested photocopies)
   PAN ______________________

   GST No. _________________________.

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

7. Main Lines of Business
   i. ___________________ since_________
   ii. ___________________ since_________
   iii.___________________ since__________

8. Annual Turnover of past three year
   i. ________________________
   ii. ________________________
   i. ________________________

9. Past Experience: -

Name of Organization	Period	Reference of Contract	Order Value contract wise

10. Any other: -

Signature & Stamp of Bidder

Name & Designation of Authorized Bid Signatory __________________

Annexure-X

RATE QUOTING SHEET

Sr. No	**Description**	**Unit of Measurement**	**Qty.**	**Unit Rate (per square meter)**
A	**C**	**D**	**E**	
1.	Painting of Boiler & its auxiliaries in Unit-II, RGTPP, HPGCL, Khedar, Hisar	$metre^2$	55,500	X
2.	GST @ 18%			X
3.	Total including GST @ 18%			X

Note: - The above rate sheet is for reference only. The rate must be filled online.

(Sign. & Stamp of contractor)

Annexure-XI

Undertaking regarding acceptance of all terms & conditions of e-NIT

(on firm's letter head)

I / We, hereby on behalf of M/s ………………………………… (firm's name), certify that all the terms & conditions of e-NIT are accepted to us and no deviations have been submitted by us against e-NIT no. ……………………….. Dated ………………. (NIT no. and dated)

Signature & Stamp of Bidder

Annexure-XII

Undertaking regarding non blacklisting of firm

(on firm's letter head)

I / We, hereby on behalf of M/s ………………………………… (firm's name), certify that our firm is eligibile to participate in the NIT and all the supporting documents (as per PQR) have been submitted. I / we further certify that our firm M/s ………………………………… (firm's name), has not been blacklisted by any organization presently including any Public Sector undertakings of Central Govt. / State Govt. / SEBs / Corporations / any other reputed Thermal / Hydel Plant etc. However, in case at a later stage, this certification found wrong then it will lead to misrepresentation of the facts and our firm shall be treated as blacklisted on this ground and action shall be taken by HPGCL as per regulations of the corporation.

Signature & Stamp of Bidder

Annexure-XIII

Undertaking regarding compliance of Labour Laws

(on firm's letter head)

I / We, hereby on behalf of M/s ………………………………… (firm's name), certify that our firm is following labour laws and will follow the same strictly if the contract against this e-NIT is awarded to us.

Signature & Stamp of Bidder

Annexure-XIV

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

We M/s. …………………….. having PAN ……………………. and GSTIN Registration Number …………………..hereby undertake that our Aggregate Turnover (as per 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 thereunder ("GST Law"). Further, we also undertake that if the aggregate turnover of M/s. …………………. exceeds the current threshold or revised threshold notified by Government of India at any future date, then we shall issue invoice and credit note in compliance with the required provisions of GST Law. In case of any queries from the any state or centre Goods and Services Tax authorities, M/s. ……………………will be solely responsible.

Yours Truly,

For M/s…………………………..

Authorized Signatory Name: Designation:

Annexure-XV

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:

Annexure-XVI

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:

Annexure-XVII

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:

Annexure-XVIII

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 2023-24 and 2024-25 under the provisions of section 139(1) of the Income Tax Act, 1961 as per details given below:

Assessment Year	Acknowledgement Number	Date of filing

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

(Deponent)

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

(Deponent)

Annexure-XIX

UNDERTAKING OF STAFF ENGAGED

I ____________________________ S/O Sh.___________________________________

R/O____working with

M/s____hereby give

Undertaking that I will not claim any service in HPGCL in lieu of service render to the

Firm M/s ____against

Work order No. _________________________________dated___________________.

Signature of worker

Signature & Stamp of Contractor.

Annexure-XX

Check List

Sr. No.	Technical Specification	Bidder Response (Yes or No)
1	HEWP Contractor I'd	
2	Tender cost	
3	e-service fees	
4	Earnest Money Deposited/ Valid exemption availed as per PQR of NIT	
5	Acceptance of all terms & conditions of tender	
6	Documentary Evidence regarding Qualification Criteria: The bidder should be an Original Equipment Manufacturer / Supplier (OEM/OES) or a registered vendor of HPGCL, as per Vendor Registration Policy for the specific category of the work / purchase. OR The bidders must have experience of having successfully executed same or similar Work Order(s) in HPGCL / NTPC / Any SEBs/Any PSUs/Any corporations / Central Govt. / State Govt. / Semi Govt. or in any Thermal/ Hydel Plant and have average annual turnover and other eligibility conditions as given below: - xperience of Execution of Work Order Bidder must have successfully executed the Work Order(s) for same or similar work during the last 7-years ending 31.07.2026 and having minimum order value as under- Single order of the values not less than Rs.37,72,300/- OR Two orders of the values not less than Rs.27,57,700 each OR Three orders of the values not less than Rs.18,86,200/- each including GST 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.	
7	Documentary Proof for Turnover Certificates : Bidder must have average annual turnover in last three consecutive financial years ending 31.03.2026 not less than Rs.94,30,600/- Other income will not be considered for calculating the annual turnover.	
8	Documentary Proof for ESI, Permanent EPF Registration number from Provident Fund Commissioner.	
9	Documentary Proof for GST number.	
10	Documentary Proof for permanent account (PAN) number.	
11	The contractor should have registered under Contract Labour (Regulation & Abolition) Act, 1970 and possesses a valid labour license for deploying the workers on the work or will obtain the same within 15 days of issuance of work order	
12	The certificate to the effect that the tenderer is not black listed from any Public Sector undertakings of Central Govt. / State Govt. / SEBs / Corporations / any other reputed Thermal / Hydel Plant etc.	
13	Annexure-IX (Statement of bidder filled or not)	
14	The firm has to submit the copy of work orders executed by them along with completion/performance certificate or copy of the repeated work orders from the same agency/enterprises/power plant etc. duly attested in support of qualifying condition and as a proof of satisfactory execution of work	
15	Firm has to certify itself for its eligibility with supporting documents to participate in the NIT stating that it is not under any default towards compliance under any of the labour 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 and 37 of the HPGCL Works & Purchase Regulations. 2015	

Stamp and Signature of Authorized signatory

Signature Not Verified

Digitally signed by PRAVIN KUMAR
Date: 2026.08.20 13:08:28 IST
Location: Haryana-HR