**HARYANA POWER GENERATION CORPORATION LIMITED**
Regd. Office – C-7, Urja Bhawan, Sector-6, Panchkula
Corporate Identity Number: U45207HR1997SGC033517
Website: www.hpgcl.org.in E-mail Id: cefuel@hpgcl.org.in
Telephone No..: 0172-5022431

# E-TENDER DOCUMENTS

# FOR

# Physical Verification (Survey & Computation) of Coal Stocks of Indian & Imported coal including calculation of bulk density at Thermal Power Stations of HPGCL i.e. Panipat Thermal Power Station (PTPS), Panipat, Deenbandhu Chhotu Ram Thermal Power Plant (DCRTPP), Yamunanagar & Rajiv Gandhi Thermal Power Plant (RGTPP), Khedar Hisar on monthly basis.

**Last Date of Submission: 04.12.2026 up to 12:00 Hrs.**

**HARYANA POWER GENERATION CORPORATION LIMITED**
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Telephone: 0172-5022431, Mob. 9354782045

## NOTICE INVITING TENDER

**e-NIT No.: 45/HPGCL/CE/FUEL-422** **Date**: **05.11.2026**

Chief Engineer/Fuel, HPGCL, Panchkula invites e-tenders in two parts as per qualifying criterion specified in the tender specifications as per following details:-

| Description of work | Last date & time of downloading tender documents & bid Submission | EMD (₹) | Cost of tender document (₹) | E-service Fee (₹) |
|---|---|---|---|---|
| Physical Verification (Survey & Computation) of coal stocks of Indian & Imported coal including calculation of bulk density by Total Station Method at Thermal Power Stations of HPGCL i.e. Panipat Thermal Power Station (PTPS), Panipat, Deenbandhu Chhotu Ram Thermal Power Plant (DCRTPP), Yamunanagar & Rajiv Gandhi Thermal Power Plant (RGTPP), Khedar, Hisar on monthly basis. | **04.12.2026 Up to 12:00 Hrs.** | **78000/-** | 1180/- (including GST) | 1180/- (including GST) |

**Note:-**

1) Cost of Tender documents and E-service Fee is to be paid online through e-procurement portal https://etenders.hry.nic.in. These fees are non-refundable.
2) The details of above e-NIT and tender documents can be seen and downloaded from HPGCL website www.hpgcl.org.in & e-procurement portal https://etenders.hry.nic.in.

Chief Engineer/Fuel,
Panchkula, Haryana

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# Techno-Commercial Bid (Part-I)

## Instructions to bidders on Electronic Tendering System (E-tendering)

**Important Note: Bidders who does not have their Contractor ID on HEWP; cannot Participate in Tendering Process.**

**1. Download of Tender Documents:**

The bidder can download the tender documents from the e-Procurement portal https://etenders.hry.nic.in.

**2. Pre-requisites for online bidding:**

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

**3. 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.

**4. Bid Preparation (Technical & Financial) Online Payment of Tender Document Fee, e-Service fee, EMD and Submission of Bid Seal (Hash) of online Bids:**

i. The bidder shall have to pay for the Tender document fee, EMD fees & e-Service Fee online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between contractors and online payment authorization networks. The payment for Tender Document Fee and e-Service Fee can be made by eligible bidders / contractors online directly through Debit Cards & Internet Banking Accounts/any other authorized mode and payment for EMD can be made online directly through RTGS / NEFT /over the counter/ any other authorized mode on the online portal. For online payments guidelines, homepage of the e-tendering portal https://etenders.hry.nic.in. may be referred.

ii. 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 Part-I. The Price bid shall be submitted online in separate Part-II format i.e. Price bid format.

iii. 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.

iv. The bidders who do not have contractor ID on HEWP cannot participate in the tendering process. Bidder shall have a valid Registration Certificate/contractor's id created on Haryana Engineering Works Portal for participation in the tender.

v. Bidders who have contractor ID but have not registered on HEWP can participate in tendering process by paying the earnest money through online payment on the portal.

vi. Bidders who have contractor ID and are registered on HEWP portal i.e. https://works.haryana.gov in & also have deposited one time deposit fees then they are not required to deposit any earnest money and are eligible for participation in the tender by annexing bid specific Earnest Money Declaration Form of the bidding document. Similarly for registered bidders, bid not accompanied by the HEWP's Earnest Money declaration form, shall be rejected.

vii. The bidder who is registered as contractor with Haryana Government and is availing the exemption available for earnest money, shall upload bid specific Earnest Money Declaration form duly downloaded from HEWP".

**5. Key Dates:**

Bidders can submit their tender documents (online) as per the following key dates:-

| Sr. No. | Department Stage | Tenderer's Stage | Start date and time | Expiry date and time |
|---|---|---|---|---|
| 1 | ------ | Downloading of Tender Documents, Bid Preparation & Submission | **05.11.2026 from 18:00 Hrs. onwards** | **04.12.2026 up to 12:00 Hrs.** |
| 2 | Technical Opening (Part-I) | - | **08.12.2026 at 15:30 Hrs.** | --- |
| 3 | Short-listing/Qualifying of Technical bids & Opening of Price Bid (Part-II) | | 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 will not appear during tender opening stage.

**6.** If the tender is cancelled or recalled on any ground, the tender document fee & e-service fee will not be refunded to the bidders. However, EMD shall be refunded.

**7.** 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.

**8.** The bidder shall ensure that the payment shall be made at least two day prior to last date of submission of the bid.

**9.** The bidder can revise his price bid any number of times but only before the last date of submission of bid. All previous quotes are deleted and only the latest price quoted is visible to HPGCL on the date of opening of Price bid.

**10.** Work offered should be strictly according to the specifications/Scope of Work of NIT. Unless a deviation from the specification is pointed out by the bidder specifically, it will be presumed that offer/tender conforms to the specifications.

**11.** **Validity of Tender: -** The validity of tender shall be **120 days** from the date of opening of Part-II i.e. 'Price Bid'.

**12.** Negotiations, if required would be held by competent authority of HPGCL as per Haryana Govt. negotiation policy applicable at the time of negotiations.

**13.** Rates should be quoted by the bidder online in the Price bid format attached in the tender. No deviation in the terms & conditions of the tender shall be allowed.

**14.** Cartel formation is against the basic principle of competitive bidding and defeats the very purpose of open and competitive tendering system. Such practices shall be severely discouraged and dealt with stern action which includes suitable administrative action, like rejecting the offers, reporting the matter to appropriate authority to take suitable actions against such firms. The bidders shall observe 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/Security deposit is liable to be forfeited.

**15.** The bidder shall bear all the costs and expenses including bank charges, if any, associated with preparation and submission of his bid and HPGCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**16.** HPGCL 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.

**17.** Preliminary information for bidders:-

a. **Registration of bidders on e-Procurement Portal:-**
All the bidders intending to participate in the tenders processed online are required to get registered on Haryana Engineering Works portal (http://works.haryana.gov.in) and E-tender Portal (https://etenders.hry.nic.in). Please visit the website for more details.

b. **Obtaining a Digital Certificate:**

i) 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.

ii) 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 – Haryana Engineering Works portal (http://works.haryana.gov.in) and E-tender Portal (https://etenders.hry.nic.in).

iii) 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:
For queries on Tenders of Haryana Engineering Works Portal, kindly Contact as below:
**Note:-** Bidders are requested to kindly mention the URL of the portal and Tender Id in the subject while emailing any issue along with the Contact details. For any issues/ clarifications relating to the tender (s) published kindly contact the respective Tender Inviting Authority.
Tel: 0120-4200462, 0120-4001002, Mobile:8826246593
E-mail:- http://support-eproc@nic.in
For any technical related queries please call at 2X7 Help Desk Number
0120-4001002, 0120-4200462, 0120-4001005, 0120-6277787
International Bidders are requested to prefix 91 as country code
Email Support: For any issues or Clarifications relating to the published tenders, Bidders are requested to contact the respective Tender Inviting Authority Technical – http://support-eproc@nic.in
**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 'Information about DSC'.**

iv) 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).

v) 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.

vi) 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.

vii) 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.

viii) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the Haryana Engineering Works portal (http://works.haryana.gov.in) and E-tender Portal (https://etenders.hry.nic.in).

ix) For help manual please refer to the 'Home Page' of the Haryana Engineering Works portal (http://works.haryana.gov.in) and E-tender Portal (https://etenders.hry.nic.in).

x) Before submitting the tender, all the instruction may be read carefully regarding submission of tender. If any bidder finds discrepancies or omission in the tender documents of is in doubt as to the true meaning of any part, he shall clarify same from the tender issuing office in writing before the due date of submission of bid/Pre-Bid whichever is earlier.

Chief Engineer/Fuel
HPGCL, Panchkula

# Chapter-2

## Pre Qualifying Requirements(PQRS)/Eligibility Conditions for the Bidders and Instructions to the Bidders

**Important Note: Bidders who does not have their Contractor ID on HEWP; Cannot Participate in Tendering Process. For detail refer Annexure-1.**

**2.1 Pre Qualifying Requirements (PQRs)/ Eligibility Conditions for the Tenderers:-**

The tender documents of only those bidders shall be considered who fulfill the following eligibility criteria and submit documentary evidences in support of the same alongwith copy of performance certificate/ repeat order from the same organization alongwith Techno-Commercial bid (Part-I) of the tender:-

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

**A. Experience of Execution of Work Order:-**

Bidders must have successfully executed the work orders for Physical Verification (Survey & Computation) of coal stocks or similar works during last 7-years i.e. FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24, FY 2024-25, FY 2025-26 & FY 2026-27 (upto - 2026) having minimum order value as under:-

- Single order of the value not less than ₹13.44 Lacs.

OR

- Two orders of value not less than ₹ 8.40 Lacs each.

OR

- Three orders of value not less than ₹ 6.72 Lacs each.

**Note:**

Documentary proofs like copies of work orders / contract agreements should be enclosed with Technical Bid (Part-I) along with satisfactory performance certificate. The performance certificate relating to Work Order against which bidder is claiming eligibility, must be on the letter head of the organization and signed by the authorized signatory of that organization and should also indicate the value of work executed (in terms of Rupees).

**B. Turnover:-**

The average annual turnover of the Bidder in last 3 consecutive financial years *i.e* FY 2023-24, FY 2024-25 & FY 2025-26 shall not be less than ₹17.31 Lacs.

**Notes:**

a. Documentary proofs of Annual Turnover i.e. Audited balance sheets should be enclosed with Technical Bid (Part-I).
b. In case where audited results for the financial year are not available, Certification of financial statement of bidder from a practicing Chartered Accountant or provisional balance sheet duly signed by Chartered Accountant shall be submitted. The turnover of any sister concern shall not be considered.

**Note:** The bidder should submit authentic supporting documents for proving its credentials against above stipulated qualifying requirement clause of tender.

Original documents may be asked for verification at any time before / after finalizing the tender.

**C.** The bidder presently working in the Thermal Power Stations (TPSs) of Haryana Power Generation Corporation Limited (HPGCL) as coal agent or CHP/O&M contractors are not eligible to participate in this tender. The bidders shall give an affidavit to this effect that they or their sister concern/ group company/ subsidiary are not presently working in HPGCL TPSs as coal agent or CHP/O&M contractors.

**D. Disqualification of the Bidder due to Blacklisting:-**

i. The firms who have been blacklisted by HPGCL (Corporation) or any other Centre or State Power Utility/ board or Corporation/ or any other Thermal Project shall not be eligible to bid against the NIT of HPGCL.

ii. Blacklisting of the firm by any unit of the HPGCL (Corporation) shall be considered as ineligibility of the firm at any other project of HPGCL.

iii. However:

a. 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.

b. In case any firm was blacklisted for a limited period in past by any organization and presently such blacklisting has been 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 is found wrong then it will lead to misrepresentation of the facts and the firm shall be treated as blacklisted/debarred on this ground and HPGCL shall have right to reject tender or terminate the contract accordingly. In such case EMD/Security Deposit/B.G. will be forfeited.

**E.** Notwithstanding anything stated above HPGCL reserves the right to assess the credibility, capability and capacity of bidders to perform the contract, if, the circumstances warrant such assessment in the overall interest of the HPGCL, the decision of Corporation i.e. HPGCL will be final. If required the bidder shall furnish all other required documents.

**2.1.2**

i. A committee constituted by HPGCL shall evaluate all the bids (Part-I : Techno-commercial) for fulfillment of qualifying criteria. Price bids (Part-II) will be opened of those bidders/ firms who have qualified the requirement of Techno-Commercial bid (Part-I) of the tender.

ii. Originals of any/all documents submitted by bidders while tendering, may be asked for verification at the time of evaluating the tender or anytime thereafter.

iii. Decision of HPGCL regarding fulfillment of pre-qualifying requirement shall be final and binding upon the bidders.

**Note:** Any other information can be had from the office of CE/Fuel, HPGCL, Panchkula on any working day prior to last date of Downloading of Tender Documents & Bid Preparation.

**A. 2.1.3 GST DOCUMENTS & UNDERTAKING:**

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

i) GST registration is valid as on date.

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

iii) 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 bidder ineligible to participate in tender.

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: -

iv) Undertakings mentioned at 1.1, 1.2 and 1.3.

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

vi) Bidder will submit copies of GSTRI and GSTR 3B/challans as evidence to deposit of GST with certification that GST collected from HPGCL, to be specified in exact ruppes, 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.

vii) Bidder 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 bidder.

*viii)* 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 / bidder.

**2.2 Instructions to bidders**

**2.2.1** No Joint venture shall be allowed.

**2.2.2** The bidding firm(s) presently working/ have worked in their name or through their subsidiary/ group company/ sister concern for HPGCL for the similar work in last three years will have to submit a certificate of satisfactory performance issued by concerned Chief Engineer of Thermal Power Station. Certified copy of certificate of satisfactory performance must be attached with Techno-Commercial bid (Part-I) of the tender.

**2.2.3** The bidding firm should have Goods & Service Tax No., EPF Account No. & PAN No. The requisite photo copies will be submitted along with Part-I of the tender.

**2.2.4** The Bidder, at his own responsibility, cost and risk, is encouraged to visit and examine the sites of works and its surroundings and obtain all information that may be necessary for preparation of the Bid and entering into a contract for execution of the works. The cost of visiting the sites shall be borne by the bidders.

**2.2.5** The entire costs and expenses incidental to the preparation of tender, discussions, conferences, if any, shall be borne by the bidders.

**2.2.6** The tenders shall be submitted online in two parts i.e. (i) Techno-Commercial Bid (Part-I) and (ii) Price Bid (Part-II) as per scope of work on Terms and Conditions specified in the tender specifications, along with a preliminary description of the

proposed work methods and schedule, as well as details of manpower required for satisfactory performance of work. The bidder shall give documents/ declarations in support of qualifying requirements, all technical details & acceptance of NIT terms and conditions in Part-I tender other than price bid, i.e. Part-II tender which is to be submitted separately online.

**2.2.7** The rate should be quoted as per format attached in Price Bid (Part-II), inclusive of all taxes & duties but exclusive of Goods & Service Tax. The rates must be written both in figures and words.

**2.2.8** The Rates quoted by the Bidder shall remain firm for the duration of the contract including extended period and shall not be subjected to variations on any account.

**2.2.9** The offer/quoted rate should not be conditional. The conditional offer will not be accepted.

**2.2.10** 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 Tender Issuing Authority.

**2.2.11** The Techno-Commercial Bid (Part–I) of the online submitted tenders will be opened on scheduled date & time & evaluated by committee of HPGCL. The date & time of opening of Price Bid (Part- II) will be informed to the bidders successful in Part-I and the Price Bid (Part- II) will be opened online on scheduled date and time. The Bidders or their representatives who wish to attend Part-I/ Part-II opening may visit the office of tender issuing authority on the date & time of opening.

**2.2.12** In case, the date specified for opening of tenders happens to be a public holiday, the tenders shall be opened on the immediate next working day at the same time.

**2.3** Negotiations, if required would be held by competent authority of HPGCL as per Haryana Govt. negotiation policy applicable at the time of negotiations.

**2.3.1** HPGCL is not under any obligation to accept the lowest Tender / Tenders and reserves the right to reject any or all the Tenders without assigning any reasons, whatsoever.

**2.3.2** HPGCL also reserves the right not to place the order to the bidder whose rates are found to be not viable and/ or not workable as per the scope, terms and conditions of the tender and as per the prevailing market conditions.

**2.3.3** It shall not be obligatory on the part of HPGCL to furnish any information or explanation for the cause of rejection of tender or part of the tender.

**2.3.4** In case any bidder after having submitted his tender does not furnish the details/ clarification/ information required by the Tender Committee, within the given time and does not show the required interest and/or try to delay the process of finalization of the tender, his tender shall be rejected and Earnest Money forfeited.

**2.3.5** Submission of tender by the bidder implies that he has read the complete tender documents and has made himself aware of the scope of work, tender specifications and terms and conditions.

**2.3.6** The Bidder shall submit Earnest Money Deposit **₹ 78000/-** online directly through RTGS/ NEFT. Bid shall not be considered without submission of Earnest Money Deposit.

a) In case of unsuccessful bidder, the earnest money will be refunded only after issuance of work order on the successful bidder(s). In case of successful bidder, the amount of earnest money deposited will be converted into security deposit.
b. Request for adjustment / appropriation of earnest money / other deposits, if any, already lying with HPGCL in connection with some other tenders / orders / works shall not be entertained.
c. No interest shall be payable on earnest money deposits (EMD).
d. If the bidder withdraws his tender / denies the execution of work at any stage during the currency of the bid validity period / contract period, his earnest money / security deposit shall stand forfeited in full.
e. Every bidder, while submitting tender, shall be required to submit online the Earnest Money Deposit specified in the NIT through RTGS / NEFT / any other online mode as per instructions contained under title "Information regarding online payment of tender document fee, e-service fee and EMD". The proof of Earnest Money Deposit shall necessarily accompany with online tender, without which the tender shall be rejected forthwith.

**2.3.7 Exemption of EMD:-** The following will be exempted from depositing the earnest money: -

a) Central / Haryana State Government agencies applying in response to the tender. Provided 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.
b) 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.
c) 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.
d) 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. 20.00 lakh for quoting anywhere in the HPGCL, if they quote the registration number given by the respective project / office of HPGCL in their tender papers.
e) Firms who have contractor ID and are registered on HEWP portal i.e. https://works.haryana.gov in & also have deposited one time deposit fees then they are not required to deposit any earnest money and are eligible for participation in the tender by annexing bid specific Earnest Money exemption Declaration Form of the bidding document generated from HEWP. Similarly for registered bidders, bid not accompanied by the HEWP's Earnest Money declaration form, shall be rejected. The bidder who is registered as contractor **with Haryana Government and is availing the exemption available for earnest** money, shall upload bid specific Earnest Money Declaration form duly downloaded from HEWP" The bidders who have contractor ID and further want to avail exemption from submission of EMD, these bidders should be registered on HEWP without any fail otherwise their bid will be straight forwardly rejected in case of non-submission of EMD against this tender.

**2.3.8 Forfeiture of EMD:-** The EMD shall be forfeited in part or in full under following circumstances:-

a. In case the successful bidder fails to submit/ respond their acceptance to the LoA or refuses to comply with it, the earnest money deposited by him shall be forfeited in full, irrespective of whether HPGCL sustains any loss on account of his default or not. This forfeiture shall be without prejudice to the right of HPGCL to claim any

other damages as admissible under the law as well as to take such administrative action against the firm such as blacklisting, etc.

b. If the bidder withdraws his tender at any stage during the currency of his validity period or denies the execution of work at any stage during the currency of contract period, his earnest money/ security deposit shall stand forfeited in full.

c. In the event of breach of contract in any manner, the security deposit shall be forfeited and adjusted against the claim of HPGCL on the firm for any damages or for any loss sustained by HPGCL on account of such breach.

d. The EMD is liable to be forfeited in case of evidence of cartel formation by bidder(s). Further in cases where cartel formation amongst the bidder(s) is apparent, the HPGCL will file complaint with the Competition Commission of India and/ or other appropriate forum.

**2.3.9 Validity of Bids/ Tenders:-** The Bids submitted shall remain valid for a period of 120 days from the date of Price Bid opening. In exceptional circumstances, HPGCL may solicit the Bidder's consent for extension of the bid validity period. When the validity period is extended by the Bidder, the same shall be done without any modification to the Bid by the Bidder.

**2.3.10 Deviations:-** Deviations, if taken by the Bidder(s) on the specifications, terms & conditions of the tender documents will not be acceptable. No-deviations certificate should be attached as per **Annexure-B**.

**2.3.11** Bidders are required to fill up quoted prices as per format prescribed under Price-Bid (Part-II). The rates are to be quoted Plant wise and the L-1 bidder will be decided on overall lowest quoted rates. Evaluated lowest bid as per Price Bid (Part-II) shall be considered for award of work at final negotiated price.

**2.3.12** The successful bidder will be issued Letter of Acceptance (LoA) and the awarded firm(s) will be required to submit copy of LoA duly signed in confirmation of acceptance of the award of work within 07 days from the issue date of LoA.

**2.3.13 Corrupt or Fraudulent Practices:-**

The Corporation requires that Bidders observe the highest standard of ethics during the execution of such contracts and that bidders do not indulge in corrupt or fraudulent practices. In pursuance of this policy, the Corporation:-

a. defines, for the purposes of this provision, the terms corrupt practice and fraudulent practice as follows:
   i. “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
   ii. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Corporation, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Corporation of the benefits of free and open competition;

b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Corporation contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Corporation contract.

**2.3.14 Cartel Formation/Pool rates**:- Sometimes a group of bidders quote same rates against a tender. Such Pool/Cartel formation is against the basic principle of competitive bidding and defeats the very purpose of open and competitive tendering system. Such practices should be severely discouraged with strong measures. In case of evidence of cartel formation, detailed cost analysis may be done, besides taking suitable administrative action, like rejecting the offers, reporting the matter to appropriate authority to take suitable strong actions against such firms. The Corporation may also encourage new firms to get them registered to break the monopolistic attitude of the firms forming cartel.

Chief Engineer/Fuel,
HPGCL, Panchkula

# Chapter -3
## Scope of Work

**1.** Haryana Power Generation Corporation Limited (Haryana Govt. Undertaking) has three Thermal Power Stations as under:-

i. **PTPS, Panipat:-** 210 MW & 2x250 MW Thermal Power Station has two stockyards namely Coal Handling Plant-II (CHP-II) & Coal Handling Plant-III (CHP-III) and having separate coal stock of Indian & Imported Coal. The storage capacity of yard is 6.0 Lac MT (approx.) including both Coal Handling Plants.

ii. **DCRTPP, Yamunanagar:**- 2x300 MW Thermal Power station has coal stockyard which has storage capacity of 3.0 Lac MT (approx.).

iii. **RGTPP, Hisar:**- 2x600 MW Thermal Power station has coal stockyard having four stock piles which has storage capacity of 6.0 Lac MT (approx.).

**2.** Physical Verification (Survey & Computation) of Coal Stocks of Indian & Imported coal as per availability including calculation of bulk density at Thermal Power Stations of HPGCL i.e. Panipat Thermal Power Station (PTPS), Panipat, Deenbandhu Chhotu Ram Thermal Power Plant (DCRTPP), Yamunanagar & Rajiv Gandhi Thermal Power Plant (RGTPP), Khedar, Hisar on monthly basis is to be carried out by Total Station Method as per relevant applicable standards. The tentative methodology for Physical Verification will be as under:-

i. Fix existing reference level as ground level.

ii. All the coal stock measurement shall be based with the reference level above the ground level.

iii. The top of the coal stock will be levelled by Plant authorities as far as possible.

iv. The coal stocks will be divided into various zone of 50m length for the purpose of calculation of density.

v. Height will be measured at every 10m intervals and determine the average height.

vi. Measure the width of coal at the base and top of stock at every 10m intervals and determine average width.

vii. Compute the volume of each block.

viii. Record the readings in stock verification register/sheets.

ix. For bulk density measurement of coal stock, take a hollow box of 1ft × 1ft × 1ft (1 cubic feet) made from steel plates with sharpened edge at the bottom.

x. Attempt to determine the bulk density at various heights for arriving at a better average.

xi. Collect the coal from the box and weigh the same.

xii. Compute the bulk density for each zone.

xiii. Compute the total coal stock from the volume data for each zone as per (vii) and bulk density data as per (xii) to arrive at the quantity in each zone.

xiv. Add all the computed weights to get the total quantity of coal in the yard.

The firm will carry out the work of Physical Verification in the running condition of Coal Handling Plant (CHP) at respective Thermal Power Stations.

3. **Schedule of Survey:-** The survey for Physical verification of each TPS is to be carried out on last two/three days of every month.

4. **Submission of Physical Verification report:**- The firm shall submit two sets of report for each verification of each TPS **by 3rd of every month** to the office of Chief Engineer/Fuel, HPGCL, Panchkula, otherwise, penalty as per clause no. **5** of Chapter 4 will be imposed and deducted from the monthly payment bills of the firm. The firm shall also submit contour maps/drawings for verification of each TPS of previous month on or before 20th of subsequent/next month to the office of Chief Engineer/Fuel, HPGCL, Panchkula.

5. **Accuracy of Measurement:-** The firm will certify that the measured quantity of Coal Stock has ±5% accuracy. The certificate will be attached with survey report.

6. **Other responsibility of the firm:-**

   i. Firm has to make his own arrangement for gloves, safety helmets, goggles, apron or any other Personal Protective Equipment required for safety of manpower.

   ii. The supervisor/staff deputed by the firm must have knowledge of Physical Verification (Survey & Computation) of coal stock.

   iii. The survey report of Physical Verification of each Thermal Power Station complete in all respects shall be submitted by the contractor **by 3rd of every month**.

Chief Engineer/Fuel,
HPGCL, Panchkula

# Chapter- 4

## General Terms & Conditions of Contract

**1. Contract Agreement:-**

The contractor shall execute a contract agreement on non-judicial stamp paper of Rs. 100/- or as per stamp duty applicable in State of Haryana within 7 days of receipt of work order.(**Annexure-A)**.

Cost of the stamp paper shall be borne by the contractor

**2. Rate/Contract Price:-**

Rate shall be quoted by the bidder, strictly as per rate quoting sheet (Price Bid – Part-II) 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 Deposit:-**

3.1 Every tenderer, while submitting his tender, shall deposit the earnest money specified in the NIT (₹ 78000/-) can only be made online directly through RTGS / NEFT.

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

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

| | |
|---|---|
| **For Annual Rate Contract** | 10% amount of the monthly running bill shall be kept as security deposit. However, the EMD already deposited by the bidder shall be converted into the security deposit and the balance amount shall be deducted from the running bill. |

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

3.5 Security deposit shall be released only after completion of the entire period of the contract and after completion of 30 days 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.

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

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

i) If the tenderer withdraws his tender at any stage during the currency of validity period.

ii) If the W.O. has been issued but the contractor refuses to comply with it irrespective of the fact that HPGCL sustains any loss on account of such default or not.

iii) In the event of a breach of contract in any manner.

iv) In case of evidence of cartel formation by the bidder(s).

v) If the contractor fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the HPGCL to forfeit either in whole or in part, in its absolute discretion, the EMD/security deposit furnished by the contractor.

vi) The forfeiture of EMD/security deposit shall be without prejudice to the right of HPGCL to recover any further amount or any liquidated and/or other damages as admissible under the law, under payments or over payments made to the contractor under this contract or any other contract as well as to take such administrative action against the contractor as blacklisting etc.

**4 Payment Terms :-**

90% payment after deducting statutory deductions/ income tax shall be made after satisfactory completion of work within 15 days after submission of payment bills by the firm (in duplicate) to the office of CE/Fuel, HPGCL, Panchkula and 10% amount will be kept as security deposit which will be refunded after faithful execution of the contract after completion of all pending documentary formalities.

**5. Mode Payment :-**

Within 7 days after completion of survey by the firm, respective HPGCL TPS will issue the clearance certificate for payment stating that work has been carried out by the firm from…….(date) to …….(date) as per provisions of work order.

The payment bills duly verified & approved by the office of CE/Fuel, HPGCL, Panchkula will be sent to Sr.A.O./EAD, HPGCL, Panchkula for making payment through RTGS/NEFT/Cheque. The firm will provide bank account detail viz. Name of Bank/ Branch, Account number, Type of account, IFSC code. The expenditure thus incurred will be booked to the respective head of Thermal Power Stations. **Billing of firm will be strictly as per GST rules.**

**6. Contract Period & Commencement of Work:-**

A) **Contract Period**

The period of contract will be two (02) year from the date which shall be mentioned in LoI/ Work Order and extendable for further three (03) months on same rates and terms & conditions at the sole discretion of HPGCL subject to satisfactory performance of the firm.

B) **Commencement of Work**

The dated of commencement work shall be intimated through LoI/ Work Order.

**7. Risk & Cost :-**

In case the contractor fails to fulfill the contractual obligations, the full / part scope of work covered under this work order shall be got done from some other agency (ies) at the risk and cost of the contractor. It shall be prejudice to the right of HPGCL to recover any further amount or any liquidated and/or other damages.
It shall be lawful for the HPGCL to retain any balance which may otherwise be due to the contractor on any account, if dues of the contract are not sufficient to cover the amount recoverable from the contractor and to recover the whole of the balance of the amount from the contractor by action of law or otherwise. The remedy under this clause will be in addition to and without prejudice to rights available to the HPGCL under other clauses of the terms and conditions of contract.

**8. PENALITY FOR DELAY/ Deductions:-**

i) The survey for Physical verification of coal in each plant is required to be completed on the last day of every month. In case it is delayed in any plant, a penalty @ 2% of monthly contract value of that plant shall be imposed on the firm for per day delay subject to maximum 10% of the monthly contract value.

ii) The survey report of physical verification of coal in each plant is required to be submitted to the office of CE/Fuel, HPGCL, Panchkula by 3rd of every month. In case it is delayed for any plant, a penalty @ 2% of monthly contract value of that plant shall be imposed on the firm for per day delay subject to maximum 10% of the monthly contract value.

**9. Documentation:-**

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

i) Contractor shall submit monthly payment bill in duplicate to the office of CE/Fuel, HPGCL, Panchkula along with the Physical Verification report of coal stock of Indian & Imported coal. A photo copy of PAN shall be attached with the 1st running bill for reference and record.

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

iii) Certificate from the Officer in-charge at respective HPGCL TPS that,

a) Work has actually been done as per the contract and to the entire satisfaction.

b) The record entry of the work done has been taken in the small measurement book (SMB) at page no. _____ on dated _____.

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

**10. Performance Bank Guarantee:-**

Unless agreed otherwise, Contractor shall submit bank guarantee of the nationalized bank equivalent to 10% of the contract value in the prescribed format valid up to one month after completion of work order.

**11. Warranty:-** Not applicable.

**12. Force Majeure:-**

The delay in the completion of the 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, Fire, Flood, Strike, Look-outs, Freight embargoes, War-risk Riot and Civil Commotion and

b) The decision of HPGCL in all matters under this clause shall be final and binding on the firm.

**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. Engagement of Adequate Manpower:-**

The work shall have to be started immediately as per the instructions of Engineer-in-Charge or his representative. The contractor should be able to mobilize the working force as per the quantum of work and should be capable of executing work simultaneously at all the areas depending upon the requirements. It is also made clear that the deployment of the manpower of contractors will be subject to approval of Engineer- in-Charge of the works. However, the contractor shall intimate the details of manpower (Name, Age, contact no. etc.) through e-mail/on letter head duly signed by authorized signatory of firm to be deployed for carrying out the work of physical verification at least two days prior before commencement of work for that month to respective Engineer-in-charge of Thermal Power Stations.

If adequate manpower is not deployed as per the instructions of Engineer-in-Charge of respective Thermal Power Station, Penalty @ Rs. 1500/- (Rs. One Thousand Five Hundred only) per such instance shall be levied on written communication received of such instance from respective Engineer-in-Charge.

The contractor would be responsible for the following:-

a. Any mishappening/ accident to any workmen at site of work & compensation payable to workmen on this account, all liabilities arising out of any provision of Labour Act/ Workman's Compensation Act shall be the responsibility of the contractor. Any expenditure incurred / loss suffered by HPGCL arising out of the negligence of the contractor would be recovered from his bills/ pending dues.

b. The good conduct of all the workmen at work site.

c. The loss / damage caused to the property of HPGCL or any other agency by the contractor or any of his workman / employee.

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

e. Under no circumstances whatsoever, HPGCL would be held responsible for the labour of the contractor. HPGCL shall have the right to pass on the responsibility on the contractor for any expense incurred by HPGCL as a result of acts of omission & commission on the part of employees of the contractor. HPGCL shall be entitled to recover / claim dues / compensation from the contractor in that event.

f. The manpower engaged by the contractor shall not be below the age of 18 years and above 58 years.

g. Further, the contractor would furnish an undertaking on non- judicial stamp paper of appropriate value by each and every worker employed by him, that the worker will not claim any lien as a worker of HPGCL for the services, he is rendering to the contractor.

h. The contractor shall also indemnify HPGCL against any liability towards its labour for non-compliance of laws etc.

**15. Contractor to Remove Unsuitable Manpower:-**

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

**14. Over Run Charges:-**

No over run 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, Works Tax, Sales Tax, Goods & Service Tax etc. including surcharge shall be made at source from the bills of the contractor at the prevailing rates.

TDS certificate shall be supplied by HPGCL. Prospective bidder has to comply with "Standard Operating Procedures to Monitor Compliance under TDS provisions of Income Tax Act" duly issued by HPGCL on 12.04.2021 (**ANNEXURE-C**) and its amendment thereof (if any).

**Goods & Service Tax:-** No Goods & Service Tax will be reimbursed extra until and unless it is liable on the services provided by the contractor and specifically demanded for the same in his offer. Prospective bidder has to comply with "Standard Operating Procedures to Monitor GST Compliance" duly issued by HPGCL on 12.04.2021 (**ANNEXURE-C**) and its amendment thereof (if any).

**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, the Workman's Compensation 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 Engineer-In-Charge/ Factory Manager, alongwith corresponding list of workers. The contractor shall make the payment of wages to its labour in their saving account. 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 workmen 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 the 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 LOI, but before the start of work.

**20. Safety Rules:-**

The Firm shall have to comply with all the provisions of safety rules. The Chief Safety Officer may impose penalty of ₹ 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 ₹ 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.

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 any mishandling or negligence on the part of the contractor.

**21. Arbitration:-**

All matters, questions, disputes, differences and/or claims arising out of and/or concerning and/or in connection and/or in consequences or relating to this contract whether or not obligations of either or both parties under this contract be subsisting at the time of such dispute and whether or not this contract has been terminated or purported to be terminated or completed, shall be referred to the sole arbitrator to be appointed with mutual consent of both parties.

The award of the Arbitrator shall be final and binding on the parties to this contract. Subject to aforementioned provisions, the provisions of Arbitration & Conciliation Act,

1996 as amended from time to time and rules made there under for the time being in force, shall apply to the Arbitration proceedings under this clause.

OR

Any other mechanism prescribed by the Government of Haryana for resolution of disputes between the parties.

**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 a contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.

**23. Set Off :-**

Any sum of money due and payable to the firm under the contract (including security deposit returnable to the firm) 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 firm with the HPGCL.

**24. Subletting and Assignment:-**

The firm 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.

**25. Loss of Plant/ HPGCL Property during Execution of Work:-**

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

**26. Breach of Contract:-**

If the contractor fails to carry out the work within stipulated period as provided in the contract, the HPGCL will be at its liberty to:-

a. Recover damages as per penalty clause mentioned at Sr. No. 5 above, if the said delay is not on account of Force Majeure reasons.

b. Plants may get the work done of that particular month from any other agency by giving prior intimation to the contractor at his risk and cost and without prejudice to the rights available to HPGCL under the contract.

c. Further in case the frequency of non-execution of work by last day of the month is more than two for any plant then HPGCL may by giving 7 days notice terminate the contract. This is without prejudice to other rights of HPGCL.

**27. Termination of Contract:-**

HPGCL reserves the right to terminate the contract in full or part thereof at its sole discretion without assigning any reason after giving 7 days notice to the firm.

**28. Jurisdiction:-**

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

**29. Electricity/ Air/ Water:-**

Electricity/ Air/ Water will be provided free of cost at one point per unit as per requirement of job. HPGCL may provide suitable space for site store free of charges to the contractor. The electricity for site store/ office will be provided by HPGCL free of cost. The contractor will use electricity/ air/ water judiciously.

**30. Transportation, Lodging & Boarding:-**

The Firm shall make its own arrangement for providing all facilities like transportation etc. for his supervisors/ staff engaged for the job. However, lodging & boarding in field hostel at PTPS, Panipat, DCRTPP, Yamunanagar & RGTPP, Khedar, Hisar can be provided on chargeable basis subject to availability.

**31. Supervision of Work:-**

a) The Engineer-in-Charge shall have the general supervision of the work. The work shall have to be started by the contractor as per the instruction of Engineer-in-Charge or his authorized representative at any time on working day, on holiday or after office hours. He has the authority to stop the work whenever such stoppage is necessary to ensure the proper execution of the contract. He shall also have authority to reject all works or part thereof and give necessary direction to carry out work again to his satisfaction. No claim whatsoever on this account will be entertained. The work shall be subjected to the inspection by Engineer-in-Charge all the time.

b) The decision of Engineer-in-Charge shall be final with regards to all matters relating to his contract.

c) The decision of Engineer-in-Charge for determining the category of the work with reference to the items not mentioned in scope of work shall be final.

d) The execution of work may entail working at all the sites and weather conditions and no extra claim will be considered on this account. The contractor may have to carry out work round the clock, as per the requirement to be decided by Engineer-in-Charge.

e) In case the contractor fails to do the extra / substituted work, Engineer-in-Charge will have the option to get the work done through any other agency at the risk & cost of the contractor.

f) In case of any dispute, the contractor may represent in writing to the Engineer-in-Charge.

**32. Telephone:-**

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

**33. Authorized Representative:-**

The firm will intimate (in writing) the name of authorized representative at site to whom necessary instructions regarding the works need to be imparted and who will make correspondence regarding contract related issues. The signatures of the aforesaid authorized representative shall be got attested from First Class Magistrate or Notary Public.

**34. Ownership Deed:-**

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

**35.** Bidder has to be registered with the concerned Labour Department, EPFO and ESIC etc. and being principal employer will have to comply with the provisions of the CLRA, 1970; EPF& MPA, 1952 and ESIA, 1948 issued by competent authority from time to time.

**36.** The general terms & conditions not specified in this tender, shall be governed by "HPGCL Works & Purchase Regulations 2015" and its amendments thereof which are available on HPGCL website i.e. www.hpgcl.org.in.

Chief Engineer/Fuel,
HPGCL, Panchkula

**Annexure-A**

## FORMAT FOR CONTRACT AGREEMENT

1. This agreement made at **HPGCL, Panchkula** and entered into this ..... day of ..... 2026/2027, between Haryana Power Generation Corporation Limited. acting through the **Chief Engineer/ Fuel, HPGCL, Panchkula** (hereafter called "HPGCL" which expression shall unless executed by or repugnant to the context include its successors and assignees) having their registered office at Panchkula on one part and M/s (Name of the Company) having their registered office at (Address) (hereafter referred as "Contractor" which expression shall unless excluded by or repugnant to the context include its successors of permitted assignees) on other part.

2. In accordance with HPGCL e-NIT no…….. dated…….. and offer submitted by the Contractor vide offer no. …….. dated……. and whereas the said offer accepted by HPGCL under Letter of Acceptance (LoA) No……..dated……..……and followed by detailed Work Order No……..dated……, on the terms and conditions specified in the aforesaid e-NIT & Work Order.

3. Now this agreement witnessed and it is hereby agreed and declared as under:-

   In consideration of value of the contract vide Work Order No…… dated……..viz ₹……placed with the contractor on the terms and conditions specified in the contract the Contractor hereby covenant with the **Corporation** that he shall and will duly provide and execute the work and shall perform all other works and things in this contract mentioned and described and which are implied then from or may reasonably be necessary for the satisfactory execution of said work within and of the same time in the manner and subject to the terms and conditions stipulated in this contract and the HPGCL shall pay to the Contractor all the sums of money as and when they may become due and payable under the terms and provision of this contract.

4. The Contractor shall undertake the work for **Physical Verification of coal stocks of Indian & Imported Coal including calculation of density at Thermal Power Stations of HPGCL i.e. PTPS, Panipat, DCRTPP, Yamunanagar & RGTPP, Khedar, Hisar** as per terms and conditions enumerated in work order no._____ dated _____ and will execute the same within stipulated period in accordance with the specification and conditions.

5. The Contractor shall indemnify the HPGCL for payment of all claims or any compensation for injury caused to any person whether workman or not or for any other cause of action in pursuance of this contract and bound to defend HPGCL in all such cases brought under the Workman's Compensation Act or any other statutory rules. The Contractor shall only be liable for claims / compensation payment of such claims.

6. The aforesaid HPGCL's work orders along with the Contractor acceptance letter no. ……..dated……., regarding date of starting the work addressed to the **Chief Engineer/ Fuel, HPGCL, Panchkula** shall be deemed to be the part of this contract.

The said papers are signed by Mr……for and on behalf of the Contractor and Mr……..for and on behalf of the HPGCL for the purpose of identification annexed herewith as scheduled:-

i) HPGCL e-NIT No.……...dated…….

ii) LoA No…….dated……..

iii) Work Order No…….dated……..

iv) In witness whereof the parties hereto have set their respective common seals with signatures to be herein to be affixed to the day and month of the year first above written.

Signature of the Contractor
with seal

Signature of HPGCL representative
with seal

Signature of witness

Signature of witness

**Annexure-B**

**CERTIFICATE REGARDING NO DEVIATIONS**
**(On letter head of the Bidder)**

**Ref: e-Tender/NIT: /HPGCL/CE/FUEL- 422** **Date: . .2026**

To

Chief Engineer/Fuel,
HPGCL, Sector-6,
Panchkula, Haryana

**Subject:** **e-Tender for Physical Verification (Survey & Computation) of coal stocks of Indian & Imported coal including calculation of bulk density by Total Station Method at Thermal Power Stations of HPGCL i.e. Panipat Thermal Power Station (PTPS), Panipat, Deenbandhu Chhotu Ram Thermal Power Plant (DCRTPP), Yamunanagar & Rajiv Gandhi Thermal Power Plant (RGTPP), Khedar, Hisar on monthly basis**.

Dear Sir,

We hereby certify that we have gone through all terms and conditions of your e-TENDER No. _____ dated_____ and confirm that the bid submitted by us is in total compliance of the terms of bid documents and no deviations whatsoever are incorporated in our bid.

We further undertake that the entire work shall be performed as per the terms of the above bid documents.

Date :

Signature of Authorized Person

(Name & Designation)

Official Seal/Stamp

**Annexure-C**

**Ref.: Chief Accounts Officer, HPGCL, Panchkula memo no. 1250/CAO/EAD/HPGCL dated 12.04.2021**

## STANDARD OPERATING PROCEDURES TO BE FOLLOWED TO MONITOR GST COMPLIANCE:

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

- It is to ensure that the all prospective bidders to submit copy of Registration Certificate under GST Act.
- The following undertakings (on the letter head of bidder) to be made part of mandatory documents to be submitted by all bidders:
  - 1.1. GST registration is valid as on date
  - 1.2. No default has ever been made by bidder in filing the various GST returns and deposit of GST dues with the department.
  - 1.3. Bidders having multiple registrations under GST will submit undertaking for each & every GST number. A default under a GST number even if the GST number pertains to some other state, will make the vendor ineligible to participate in tender.

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

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

| | | |
|---|---|---|
| GSTR 9 | Yearly | Compilation of outward and inward supplies, made during the FY |
| GSTR 9C | Yearly | Analytical statement on GST returns certified by GST Auditor |

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

**Stage III : Award of Contract/ Issue of Work Order/Purchase Order**

- 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 ₹ 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 ₹ 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 ₹ 5 Crs is proposed to made compulsory. The nodal officer/engineer in charge of the contract/appointed officer of the respective plant should demand from the supplier E-Invoice containing the invoice reference number (IRN) and QR code. It is worthwhile to note that any tax invoice including tax credit / Debit note issued by such notified person for B2B supplies without following the e- invoicing procedure shall not be treated as a valid document.
- Obtain a undertaking from the vendor who are not generating e-invoice in following format:

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

  Yours Truly,

  For M/s…….

  Authorized Signatory Name: Designation:
- 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 II$^{nd}$ & subsequent invoices |
|---|---|
| | In addition to procedure mentioned in Stage-IV, following steps to be undertaken. |
| • | All undertaking mentioned at Stage-I to be obtained & verified. |
| • | GSTR 2A should be matched with amount of GST paid. In case, the details are not there in GSTR2A, issue needs to be taken up with vendor and GST consultant of HPGCL. |

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

**STANDARD OPERATING PROCEDURES TO MONITOR COMPLIANCES UNDER TDS PROVISIONS OF INCOME TAX ACT:**

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

**HPGCL as a deductor of tax:**

- Any tax deducted from payment to any person is a liability of HPGCL and the Tax is to be deposited invariably on or before the due date as per *Annexure-I* by filling Challan no. ITNS-281.
- Filling of TDS return is mandatory and the return should be filed on or before the due date as per *Annexure-I*. The Type of return to be filed is as under:

| From | Transaction to be reported |
|---|---|
| 24Q | TDS on Salaries |
| 26Q | TDS on all Payments except salaries |
| 26QC | TDS on Rent |

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

**HPGCL is in receipt of payment net of TDS:**

- Payer to submit and 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 filling of TDS return, issue needs to be taken up with the concerned party.
- Staff to undertake periodic reconciliation of TDS as per 26AS and TDS as appearing in books.
- TDS so deducted by other party should be claimed in Income Tax return of that financial year.

*Annexure-I*

**Specified Payments / Transaction applicable to TDS**

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

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

**Format (Duly filled) to be submitted by bidders along with Part-I (Technical Bid):-**

1. Tender Document Fee:-

| Tender Document Fee Amount (in ₹) | Deposited Yes/No | Mode of Payment |
|---|---|---|
| | | |

2. EMD:-

| EMD Amount (in ₹) | Deposited Yes/No | Mode of Payment |
|---|---|---|
| | | |

3. If EMD has not been deposited, whether EMD Exemption Certificate for the Physical Verification (Survey & Computation) of coal stocks or similar works provided.

   **Yes/No.**

4. Turnover documents for the FY 2023-2024, 2024-2025 and 2025-2026.

| | 2023-2024 | 2024-2025 | 2025-2026 |
|---|---|---|---|
| Turnover (in ₹) | | | |

5. Work Order/Purchase Order details:-

| Sr. No | Description of work | Date of PO/WO | Name of the firm who placed the PO/WO | Amount (in ₹) | Performance Certificate attached (**Yes/No**), if Yes, reference no. and date. |
|---|---|---|---|---|---|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |

6. Certified copy of Certificate of satisfactory performance issued by concerned Chief Engineer of Thermal Power Station of HPGCL must be attached with Techno-Commercial bid (Part-I) of the tender by the bidding firm(s) presently working/ have worked in their name or through their subsidiary/ group company/ sister concern for HPGCL for the similar work in last three years.

7. Affidavit that “the firm and its sister concern/ group company/ subsidiary are not presently working in HPGCL TPSs as coal agent or CHP/O&M contractors” as per Clause no 2.1.1 of Chapter-2 of NIT i.e Qualifying Requirements and Instructions to bidders.

8. Certificate that the firm has not been blacklisted by any organization presently as per Point no. D(iv) “Disqualification of the Bidder due to Blacklisting” in Clause no 2.1.1 of Chapter-2 of NIT i.e Qualifying Requirements and Instructions to bidders.

9. Certificate regarding no deviation from all terms and conditions of NIT as per **Annexure-B** of NIT.

10. Photocopy of proof of Goods & Service Tax No., EPF Account No. & PAN No.

11. Bidder shall have a valid Registration Certificate/contractor's id created on Haryana Engineering Works Portal. Interested bidders should upload the following documents at the time of bidding along with HEWP registration certificate:

**A.** Copy of valid HEWP Registration certificate/ contractor's id
**B.** Copy of PAN Card
**C.** Copy of proof of Goods & Service Tax No.
**D.** Cancelled Cheque/Proof of bank account
**E.** Proof of Address

# Price Bid (Part –II)

# Price Bid (Part –II)

## RATE QUOTING SHEET

The rates will be quoted as per the format given below:-

| **Physical Verification (Survey & Computation) of coal stocks of coal including calculation of bulk density by Total Station Method at Thermal Power Stations of HPGCL i.e. Panipat Thermal Power Station (PTPS), Panipat, Deenbandhu Chhotu Ram Thermal Power Plant (DCRTPP), Yamunanagar & Rajiv Gandhi Thermal Power Plant (RGTPP), Khedar, Hisar on monthly basis.** | **Rates in ₹ per month per survey including all taxes & duties except Goods & Service Tax** |
|---|---|
| 1. For one complete survey on monthly basis at Panipat Thermal Power Station (PTPS), Panipat | **₹**_____<br>**(In words**_____**)** |
| 2. For one complete survey on monthly basis at Deenbandhu Chhoturam Thermal Power Plant (DCRTPP), Yamunanagar | **₹** _____<br>**(In words**_____**)** |
| 3. For one complete survey on monthly basis at Rajiv Gandhi Thermal Power Plant (RGTPP), Khedar Hisar | **₹** _____<br>**(In words**_____**)** |
| **Total** | **₹** _____<br>**(In Words**_____**)** |

**Goods & Service Tax=…….%.**

Bidder shall quote the present rate of Goods & Service Tax which is to be payable extra.

Note:

1. L-1 bidder will be decided on overall lowest quoted rates.
2. The rates quoted are inclusive of all taxes, duties, levies etc. except Goods and Service Tax.
3. The quoted rates are on firm price basis without any escalation during the contractual period including extended period.
4. The Goods and Service Tax applicable at the time of execution shall be reimbursed against submission of documentary proof of having paid the same.
5. Statutory variation of Goods and Service tax shall be applicable during contractual period including extended period against submission of the documentary evidence.
6. The rates quoted above covers all the costs of relevant operations/ works other incidental expenses, etc. to fulfill the scope, terms & conditions mentioned in the Tender Specification including all taxes, duties, levies, etc. except Goods and Service Tax.
7. HPGCL, at its discretion, may split-up the work among more than one bidder at the negotiated rates of L-1 bidder. The part order should be acceptable to the bidder at the negotiated rates, terms and conditions. Moreover, in the event of placement of part orders, the distribution of work shall be at the sole discretion of HPGCL and the same shall be binding to bidders.

Signature & Seal of tenderer with complete address