

**PANIPAT THERMAL POWER STATION**  
**(A Unit of Haryana Power Generation Corporation Limited)**  
(Regd. Office: C-7, Urja Bhawan, Sector-6, Panchkula)  
**Corporate Identity No. U45207HR1997SGC033517**  
Website:- [www.hpgcl.org.in](http://www.hpgcl.org.in)



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

**TENDER DOCUMENT**

**FOR**

**Copper rewinding of three phase, 75kVA, 415 Volt, Delta/Star Connection,  
Logicstat Make Isolation Transformer.**

**NIT No. 02/2018-19/EMD-VI/50**

**Dated: 29.01.2019**

**EXECUTIVE ENGINEER /EMD-VI,  
PANIPAT THERMAL POWER STATION,  
HPGCL, PANIPAT- 132105.  
E-Mail: [jagdish.rai@hpgcl.org.in](mailto:jagdish.rai@hpgcl.org.in)**

## PANIPAT THERMAL POWER STATION, PANIPAT

(A Unit of Haryana Power Generation Corporation Ltd)  
(An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company)  
(Regd. Office: Urja Bhawan, Sector-6, Panchkula)  
Web site [www.hpgcl.org.in](http://www.hpgcl.org.in) email.id: -jagdish.rai@hpgcl.org.in

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An ISO: 9001, ISO: 14001 and OHSAS: 18001  
Certified Company

**HARYANA POWER GENERATION CORPORATION LIMITED**

**Regd. Office – C-7, Urja Bhawan, Sector-6, Panchkula**

**Corporate Identity Number: U45207HR1997SGC033517**

**Website: www.hpgcl.org.in**

**Email- jagdish.rai@hpgcl.org.in**

**Telephone No. 0180-2566768**

**Fax No. 0180-2566768**

**ONLINE NOTICE INVITING TENDER**

E-tenders in two parts are invited on behalf of CE/PTPS, Haryana Power Generation Corporation Limited (HPGCL) Panipat, for the work of copper rewinding of three phase, 75 kVA, 415 Volt, Delta/Star Connection, Logicstat Make Isolation Transformer having Sr. No. 270 from eligible parties for the work detail as under:

<b>NIT No. /Tender Ref. No.</b>	<b>02/2018-19/EMD-VI/50 Dated: 29.01.2019</b>
<b>Source (Name of Power Station)</b>	<b>PANIPAT THERMAL POWER STATION</b>
<b>Classification</b>	<b>Work</b>
<b>Description of Work</b>	<b>Copper rewinding of three phase, 75 kVA, 415 Volt Delta/Star Connection, Logicstat Make Isolation Transformer having Sr. No. 270.</b>
<b>Estimated Amount</b>	<b>Rs.1.30 Lac</b>
<b>Period</b>	<b>30 Days</b>
<b>E-Tender Issue Date</b>	<b>29.01.2019</b>
<b>Start date and time for downloading of tender documents &amp; Bid Preparation</b>	<b>29.01.2019 at 16:00Hrs</b>
<b>END date &amp; time of uploading of E-tender.</b>	<b>01.03.2019 up to 13:00Hrs</b>
<b>Due date &amp; time of Technical Opening (Part-I)</b>	<b>01.03.2019 at 15:00Hrs</b>
<b>Tender document Fee (Non-refundable)</b>	<b>Rs.1180/- only</b>
<b>e-service Fees (Non – refundable)</b>	<b>Rs.1000/- only</b>
<b>Earnest Money (EMD)</b>	<b>Nil</b>
<b>Contact Information</b>	<b>Executive Engineer/EMD-VI, PTPS, HPGCL, Panipat-132105. Mob. No.- 9355084442</b>

**Information Regarding Online Payment of Tender Document , eService & EMD Fee.**

The Bidders can download the tender documents from the Portal: <https://haryanaeprocurement.gov.in>.

The Bidders shall have to pay for the Tender documents, EMD Fees & eService Fee online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between contractors and online payment authorization networks. The Payment for Tender Document Fee and eService Fee can be made by eligible bidders/ contractors online directly through **Debit Cards & Internet Banking Accounts** and the Payment for **EMD** can be made online directly through **RTGS/ NEFT**.

**NOTE:**

1. If the tenders are cancelled or recalled on any grounds, the tender document fees & e-service fee will not be refunded to the agency.
2. Those agency who are exempted from EMD, should submit proof of related documents at least 10 days before end date of “**Downloading of Tender Documents & Bid Preparation**” stage to **publisher of the tender i.e. concerned Executive Engineer.**

The following are exempted from depositing the earnest money:-

- i) Public Sector Undertakings of the Central/ Haryana State Government.
- ii) Firms borne on D.G.S. & D/DS&D Haryana rate contracts.
- iii) Firms registered with the Director of Industries, Haryana or registered with National Small Industries Corporation, Govt. of India.
- iv) 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.

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

**Key Dates**

Sl No.	Department Stage	Bidder’s Stage	Start Date (DMY)	Start Time	Expiry Date (DMY)	Expiry Time
1		Downloading of tender document, Bid Preparation and submission.	29.01.2019	16:00Hrs	01.03.2019	13:00Hrs
2	Technical Opening (Part-I)		01.03.2019	15:00Hrs		
3	Short listing of technical bids & Opening of Price Bid (Part-II).	Will be intimated to the Eligible firms on their Email-id provided by the firms.				

**Instructions to bidder on Electronic Tendering System**

**These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.**

**1. Registration of bidders on eProcurement 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://haryanaeprocurement.gov.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://haryanaeprocurement.gov.in>.

**2.3** The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from:

**M/s Nextenders (India) Pvt. Ltd.**

O/o. DS&D Haryana,  
SCO – 09, IIInd Floor,  
Sector – 16,  
Panchkula – 134108

**E - mail:** [Chandigarh@nextenders.com](mailto:Chandigarh@nextenders.com)

Help Desk: 1800-180-2097 **(Toll Free Number)**

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

**2.5** In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

**2.6** In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

**2.7** The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

**3 Opening of an Electronic Payment Account:**

Tender document can be downloaded online. Bidders are required to pay the tender documents fees online using the electronic payments gateway service. For online payments guidelines, please refer to the Home page of the e-tendering Portal <https://haryanaeprocurement.gov.in>.

**4 Pre-requisites for online bidding:**

In order to bid online on the portal <https://haryanaeprocurement.gov.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://haryanaeprocurement.gov.in>.

**6 Download of Tender Documents:**

The tender documents can be downloaded free of cost from the e-Procurement portal <https://haryanaeprocurement.gov.in>.

**7 Key Dates:**

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

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

**8.1** The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee can be made by eligible bidders/ contractors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT.

The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

**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).

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

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

**NOTE:**

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

(A) 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://haryanaeprocurement.gov.in>.

For help manual please refer to the 'Home Page' of the e-Procurement website at <https://haryanaeprocurement.gov.in>, and click on the available link 'System Requirement' to download the file.

Executive Engineer/EMD-VI  
for Chief Engineer/PTPS,  
HPGCL, Panipat.

**GENERAL INSTRUCTIONS FOR TENDERER**

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

1. The tender of only those bidders shall be considered who will produce documentary proofs in supports of following qualifying criteria:

**The bidder should be the original equipment manufacturer/supplier (OEM/OES) or a registered vendor of HPGCL, as per Vendor registration policy for the specific category of the work.**

**OR**

**The bidder must have experience of having successfully executed work orders in HPGCL/NTPC/any SEBs/any PSUs/any Corporations/Central Govt. /State Govt./Semi Govt. or in any Thermal/Hydel Plant and other eligibility conditions as given below:**

**Experience of Execution of Work Order**

**Bidder must have successfully executed work orders for the same or similar items/ works (75 kVA, 415 Volt and above capacity) during last five years ending 31.12.2018 having minimum order value as under:**

- i. Single order of value not less than Rs.1.04 Lac OR**
- ii. Two orders of the value not less than Rs. 0.65 Lac each OR**
- iii. Three orders of the value not less than Rs. 0.52 Lac each**

**Notes:**

- i. A committee nominated by HPGCL shall evaluate all the bids for fulfillment of qualifying criteria.**
  - 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 qualification requirement shall be final and binding upon the bidders**
2. Before submitting tender online 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 parts, he shall clarify same from tender issuing office in writing before the due date of submission of the bid.
  3. The "Application for Bidding" along with the "Terms and conditions of the contract and its all Annexure should be submitted duly filed up completely and signed on each page by the tenderer online. Work offered should be strictly according to the specifications of scope of work and to the terms & conditions of the NIT. Unless a deviation from the specifications and terms and conditions given in NIT is pointed out by the tenderer specifically, it will be presumed that offer/ Tender conforms to the specifications and terms and conditions as laid down in NIT.
  4. The tenderers shall submit their tender in two parts- the first part containing documents for qualifying criteria, technical specification, schedule of completion period, 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 Works tax, Service Tax, VAT, price escalation, etc.
  5. All tenders received against this 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 Qualifying as well as other tender conditions and specifications.
  6. 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.

7. The validity of the tender/offer shall be for **120 days** from the date of opening of the price bid.
8. The rate negotiations could be held up to L3 bidder, if the difference between the L1 quoted rates and those quoted by L2 and L3 is within 5% of L1 quoted rates. In case where the L1 bidder refuses to further reduce his offered price and L2 or L3 bidder comes forward to offer a price which is better than the price offered by L1 bidder, the bidder whose price is accepted becomes L1 bidder. However, in such a situation, the original L1 bidder shall be given one more opportunity to match the discounted price. In case of acceptance, he would be treated as L1 bidder.
9. No deviation shall be allowed. However, in case of deviation of taxes etc., the same be loaded for comparison purpose.
10. The bidders/ contractors 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.
11. The bidder shall bear all costs including bank charges, if any, associated with the 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.
12. CE/PTPS, HPGCL, Panipat 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 and will not be responsible and will not pay for any expenses or losses that may be incurred by the tenderers in preparation of the tenders.
13. **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.
14. The whole work against this tender shall be awarded to a single firm whose overall quoted/equated prices are lowest for the complete package.
15. The bidders shall supply partnership deed in case of partnership firm and Memorandum of Association and Article of Association in case of a company.
16. Firm should not be Black Listed by any party in the last three years. A certificate for this shall be furnished by the firm.

Executive Engineer/EMD-VI,  
for Chief Engineer/PTPS,  
HPGCL, Panipat.



**SCOPE OF WORK**

Complete copper rewinding of three phase 75 kVA, 415 V Delta/Star connection, Logicstat Make Isolation Transformer having Sr. No.270, tapping  $\pm 2.5$ ,  $\pm 5\%$ , Insulation Class-F.

**NAME PLATE DATA OF TRANSFORMER**

**LOGICSTAT MAKE ISOLATION TRANSFORMER**

Type	5/04
Phase	3
Rated Power	75 kVA
Rated Voltage	415 V
Connection	Delta/Star
Cooling	AN
Sr. No	270
Insulation Class	F
Frequency	50Hz
Output Current	104A
Impedance	2.5%
Insulation Level	2.5kV
No of IS STD	11171
Manufactured by	Logic Controls Pvt. Ltd New Delhi-20

Executive Engineer/EMD-VI  
for Chief Engineer/PTPS,  
HPGCL, Panipat

**GENERAL TERMS & CONDITIONS**

1. **100% payment** shall be made by Sr. Accounts Officer/PTPS, Panipat through RTGS/NEFT after successful commissioning of transformer or within one month from the date of delivery of repaired transformer, whichever is earlier. Firm will submit/deposit the bank guarantee or security of 10% of work order value for the guarantee/ warrantee period.
2. **Penalty @ 0.5%** of the value of the work order will be levied per week subject to maximum 10%, if the work is not completed within the stipulated period.
3. **Loading, unloading and To & Fro transportation** will be arranged by the firm.
4. **Completion:** The job will be completed within 30 days from the date of LOI/receipt of transformer at firm's works, whichever is later.
5. **Guarantee/Warrantee:** Firm will furnish the Guarantee/Warrantee on firm's letter head for a period of 12 months from the date of commissioning of repaired transformer under normal working conditions or 18 months from the date of delivery whichever is earlier.
6. **Old copper** scrap will be retained by the firm.
7. The firm will be **responsible for any damage** to the transformer during loading, unloading and execution of above stated job at firm's works.
8. The firm will ensure **safe storage** of transformer during the period of repair at firm's works against fire, theft and other risks. An **indemnity bond** to this effect shall be executed by the firm on NJSP of `10/-.
9. The firm will have to execute a **contract agreement** with HPGCL for the faithful execution of the work on NJSP of `15/-.
10. In case any part of transformer gets damaged when the same is in the **custody of the firm** during repair/rewinding, then the firm will be responsible for damage and repairs will have to be carried out by the firm free of cost.
11. All the **man power and consumables** required for the job will be arranged by the firm.
12. The work will be carried out as per the **direction of Engineer in-charge** of this office.
13. **Income Tax** as per rules shall be deducted from the bill at the time of release of payment by Sr. Accounts Officer/PTPS, Panipat and TDS (GST) shall be deducted as per norms.
14. **Subletting** of the contract is not allowed. Any subletting will lead to cancellation of the contract.
15. **Stage inspection** and testing of transformer will be carried out as per requirement.
16. In case it is observed that the work is not being done as per the work order or the firm leaves the work **incomplete** due to one reason or other, then the work will be got executed through any other agency at the **risk & cost** of the firm.
17. **Law 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.
18. **Jurisdiction of courts:** 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.
19. **Force Majeure:** PTPS may consider the request for reasonable extension of completion period of work, without levy of the damages for delay/penalty, due to strike, lockout, natural calamities, commission/omission on the part of the PTPS and labours problems which are beyond the reasonable control of the firm.
20. **Set Off:** Any some of money due and payable to the supplier under the contract (including security deposit returnable to the supplier) may be appropriated by the HPGCL & set off against any claim of the corporation for the payment of a sum of money raising out of under that or any other contract entered into by the supplier with the corporation.
21. **Arbitration:** All matters, questions, dispute differences and / or claims arising out of and /or concerning and / or in connection with, and/ or in consequence of, and /or relating to any contract under these Regulations, whether or not obligations of either or both the supplier and the corporation under the contract be subsisting at the time of such dispute and whether or not the contract has been terminated or purported to be terminated or complete, shall be referred to the sole arbitration of MD, HPGCL or an officer appointed by MD, HPGCL as his nominee. The award of the Arbitrator shall be final and binding on both the parties to the contract.

The objection that the Arbitrator has to deal with matters, to which the contract relates, in the course of his duties or, he has expressed his views on any or all of the matters in dispute or difference, shall not be considered as a valid objection.

The Arbitrator may, from time to time, with the consent of the parties to the contract enlarge the time for making the award. The venue of the arbitration shall be the place from which the acceptance of offer is issued or such other place as the Arbitrator, in his discretion, may determine. All arbitration proceedings under this Regulation shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 and the Rule there under, with any statutory modifications thereof for the time being in force.

Executive Engineer/EMD-VI  
PTPS, HPGCL, Panipat.

**Annexure-VI**

<b>Sr. No.</b>	<b>Description of Work</b>	<b>Qty</b>	<b>UOM</b>	<b>Rates to be quoted by the Firm in Rs.</b>	<b>GST @18%</b>	<b>Total Amt (in INR) including GST</b>
1	Complete copper rewinding of three phase, 75 kVA, 415 V Delta/Star connection, Logicstat Make Isolation Transformer having Sr. No.270, Tapping $\pm 2.5 \pm 5\%$ , Insulation Class-F.	1	No.	-----	-----	-----

**STATEMENTS OF BIDDERS**

1. Name of Bidder \_\_\_\_\_
2. Address of Head Office \_\_\_\_\_
3. Correspondence Address \_\_\_\_\_  
\_\_\_\_\_
  
4. Contact details of authorized person
5. e-mail id of firm/ authorized person
6. Legal status
  
7. PAN & TIN Number of the Bidder (attached self attested photocopies)  
PAN \_\_\_\_\_ TIN \_\_\_\_\_  
  
CST No. \_\_\_\_\_.
  
8. 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)
9. Any other

Signature & Stamp of Bidder

Name & Designation of Authorized Bid Signatory \_\_\_\_\_

Acceptance Certificate

I \_\_\_\_\_ Designation \_\_\_\_\_

of (Name of the Company) \_\_\_\_\_

here by accept the terms and conditions given on page No. 1 to 11/ of the tender document  
**(NIT No. 02/ 2018-19/EMD-VI/50 Dated: 29.01.2019)**

For M/s \_\_\_\_\_

**CHECK LIST**

<b>Sl. No.</b>	<b>Enclosures/Documents required as per NIT</b>	<b>Bidder Response (Yes/No)</b>
1	Cost of Tender Documents Rs. 1,180.00	
2	Earnest Money Deposit (EMD)	Not Applicable
3	Documentary Evidence regarding Qualification Criteria	
3(a)	EPF No.	
3(b)	Service Tax / GST No.	
3(c)	ESI No.	
3(d)	PAN No. / TAN No.	
4	Copy of original equipment manufacturer/supplier (OEM/OES) or a registered vendor of HPGCL, as per Vendor registration policy for the specific category of the work OR Copy of work order(s), same or similar items/works (75 kVA, 415 Volt and above capacity) during last 05 years ending 31.12.2018 directly placed on them from HPGCL/NTPC/any State Electricity Board/any Public Sector Unit/Central Govt. /State Govt./Semi Govt. or in any Thermal/Hydel Power Plant having minimum order value as under: i. Single order of value not less than Rs.1.04 Lac or ii. Two orders of the value not less than Rs.0.65 Lac each or iii. Three orders of the value not less than Rs. 0.52 Lac each	
5	Statement of Bidder duly filled in as per given format	
6	Certificate that firm has not been black listed by any party/ organization during the last three years.	
7	Acceptance Certificate duly signed.	

**Benefits / Concessions to the Haryana based Micro, Small and Medium Industrial Enterprises in the State Public Procurement as under (G.O. No.-02.02.2016-41B11 (1) dated 20.10.2016):-**

**A. Concessions / Benefits to Micro and Small Enterprises (MSEs):-**

Sr. No.	Area as part of Qualifying requirements	Concessions / benefits allowed to MSEs	Eligibility
1	Tender Fee	Exemption on the payment of tender fee subjected to fulfillment of conditions as per eligibility	Manufacturing Micro & Small Enterprises (MSEs) (Including Khadi & village Industries/ Units) who have filed Entrepreneur Memorandum in Haryana in respect of the quoted items, participate directly in tender and not through any intermediaries (their dealers/agent/distributors), will not subcontract to any other firm and to carry the entire manufacturing at their enterprise.  Concerned MSE will be required to submit the copy of Entrepreneurs Memorandum in respect of its category of Micro/small issued to the firm by the Industries Department Haryana as part of Technical Bid.
2	Earnest Money Deposit (EMD)	Exemption on the payment of Earnest Money Deposit (EMD) subjected to fulfillment of conditions as per eligibility	
3	Performance Security	90% concession on performance security as applicable to other Haryana based firm's subject to fulfillment of condition as per eligibility.	
4	Turnover	a) Micro Enterprises: Concession of 80% on turnover condition imposed as qualifying criteria. b) Small Enterprises: Concession of 70% on turnover condition imposed as qualifying criteria	
5	Past performance & Experience	Exempted in respect of Past Performance & Experience as part of requirements of the tender subject to fulfillment of conditions as per eligibility.	Manufacturing Micro & Small Enterprises(MSEs) (Including Khadi & village Industries / Units) who have filed Entrepreneur Memorandum in Haryana and further:- a) Those MSEs have Quality Certification of ISI/ ISO / AgMark/ Quality Mark issued from competent authority in State or Central Govt. in respect of the items/ goods mentioned in the tender. OR/AND b) Those who are registered with DGS&D / NSI / GOI Department / State Govt. Department / GOI PSUs / State Govt. PSUs in respect of the item / goods mentioned in the tender.  The firm will be required to submit the detailed information in respect of above through an affidavit as per the format enclosed as Annexure-X-A
6	Purchase Preference	50% of the total tendered quantity providing quoting price within band of L-I+15% by bringing down their price to L-I and subject to condition that it agrees to fulfillment of other terms & conditions of the tender and further subject to fulfillment to conditions as per eligibility.	

**B. Concessions / benefits to Medium Enterprises:**

Sr. No.	Area as part of Qualifying requirements	Concessions benefits allowed to Medium Enterprises	Eligibility
1	Past Performance & Experience	Exemption on requirements of Past Performance & Experience as part of requirements of the tender subject to fulfillment of conditions as per eligibility.	Manufacturing Medium Enterprises of the state have filled Entrepreneur Memorandum for quoted items in Haryana, participated directly in tender and not through any intermediaries (their details/agents distributors), and will not subcontract to any other firm and to carry the entire manufacturing at their enterprises. This concession will be applicable only for one year to newly registered Medium Enterprises or Medium Enterprises of state who are not eligible in State Public Procurement due to eligibility criteria of Past performance & experience. The firm will be required to submit the detailed information in respect to above through an affidavit as per the format enclosed at Annexure-X-B
2	Purchase Preference	10% of the total tendered quantity provided quoting price within band of L-I+15% by bringing down their price to L-I and subject to condition that it agrees to fulfillment of other terms & conditions of the tender and further subject to fulfillment of conditions as per eligibility.	



Further, the benefit of discounting of 50% Haryana VAT revenue from the composite price bid for the purpose of financial evaluation of the bids as per the policy guidelines issued vide GO No-2 / 2010-41-B-II of dated 19.12.2011 will continued to be applicable to all Haryana billing firms including MSMEs covered in the above policy scope.

The general guidelines for the apportionment of tendered quantity to the firms other than MSMEs, MSEs and MEs will be as under:-

- i. Purchase Preference to MSMEs will not be applicable if the tendered quantity is only one.
- ii. Purchase preference for Medium Enterprises (MEs) will only be allowed on the quantities in multiple of 10 say 10, 20, 30 and so on. The quantity less than 10 or in between multiple of 10, 20, 30 will not be considered for Purchase Preference to MEs.
- iii. Negotiations will be held only with L1+5% firms. MSMEs as per above instructions within the price range of L1+15% will be counter offered to match the finally arrived L1 rate. In case MSMEs within L1+15% range refuse to match the finally arrived L1 rate then the entire 60% (50% for MSEs and 10% for MEs) of Purchase Preference will be transferred to L1+5% category firms.
- iv. In case, no micro & Small Enterprises (MSEs) and Medium Enterprises (MEs) as per eligibility criteria specified in the above instructions are within L1+15% range, the entire 100% tendered quantity will be distributed as per the existing guidelines.
- v. In case there are no Micro & Small Enterprises (MSEs) within L1+15% range, the Purchase Preference Quota of 50% of MSEs will stand transferred to open category making it from 40% to 90%
- vi. In case there are no Medium Enterprises (Mes) within L1+15% range, the Purchase Preference Quota of 10% of MEs will stand transferred to open category making it from 40% to 50%
- vii. In case no MSMEs, within L1+5% range and there is one MSE & one ME in L1+15% range and further agree to match the arrived L-1 rate. The quantity will be distribution will be upto 40% for firm other then MSME, upto 50% for MSE and upto 10% for ME and so on.
- viii. In case there are MSMEs (both or either MSEs) within L1-5% range and there are MSEs & MEs in L1+15% range. Negotiations will be carried out with all firms within L1+5% as per existing guidelines to arrive at finally arrived L1 rate. The finally arrived firm can be any other such a situation, apportionment will be done as per the existing instructions of ratio of 70:30 or 50:25:25 & so on. Thereafter, offer will be given to MSE and MEs within L-15% range to match the finally arrived L1 rate and if they agree to match the arrived L-1 rate, the apportionment of quantity will have many scenarios of quantity apportionment may be as per annexure-III enclosed with this notification. However, there can be many more scenarious depending upon the number of MSMEs within price range of L1+5% and L1+15%.

The above instructions will supersede the instructions as issued vide industries & Commerce Department Haryana Order No. 2/2/2010-41-IB-II of dated 24.03.2015 related to concessions / benefits to Haryana based Micro & Small Enterprises (MSEs) including Khadi & Village Industrial Units.

XEN/EMD-VI, Unit-8,  
PTPS, HPGCL, Panipat.

**(Seeking benefits / concessions in past performance / Experience & Purchase Preference by Haryana based manufacturing Micro & Small Enterprises (MSEs) in the state Public Procurement)**

(On non Judicial paper of Rs. 10/-)

I \_\_\_\_\_ S/o \_\_\_\_\_ aged \_\_\_\_\_ residing at \_\_\_\_\_ Proprietor / Partner / Director of M/s \_\_\_\_\_ do hereby solemnly affirm and declare that:-

1. My / our above noted enterprise M/s \_\_\_\_\_ (name & Address) \_\_\_\_\_ has been issued manufacturing Entrepreneurs Memorandum in Haryana by the District Industries Center \_\_\_\_\_ under acknowledgement No. \_\_\_\_\_ of dated \_\_\_\_\_ (Self certified copy of the same is attached as **Annexure-A** with this affidavit) and has been issued for manufacture of the following items in **category Micro / Small Enterprise** (please tick the either) as under:-
  - i) \_\_\_\_\_
  - ii) \_\_\_\_\_
  - iii) \_\_\_\_\_
2. That the quoted item(s) in the tender \_\_\_\_\_ is one (or more) of the item for which my/our above noted enterprise has been issued. Manufacturing Entrepreneurs Memorandum by the Industry Department Haryana as per details at para 1 above.
3. That my/our above mentioned manufacturing Micro/Small Enterprises fulfills either or both of the below mentioned eligibility criteria:-
  - i. That my/our above mentioned enterprise has been issued quality certification of ISI Mark/ ISO/ Ag.Mark/ any other quality mark \_\_\_\_\_ (please tick either of the option) by \_\_\_\_\_ (name of GOI/ State Govt. Agency/ Institution authorized by GOI/ State Govt.) on \_\_\_\_\_ and the same is valid from \_\_\_\_\_ to \_\_\_\_\_ in respect of item/ good (give name of item/ good) \_\_\_\_\_ mentioned in the tender (Self Certified Copy of the relevent certificate is attached as **Annexure A'** with this affidavit).
  - ii. That my/our above mentioned enterprises has been registered with DGS&D, GOI/NSIC/ Govt. of India Departments /State Govt. Department/ Govt. of India Public Sector Undertaking (PSUs) or State Government Public Sector Undertakings (PSUs) (Please tick one of the option as above) in respect of Name of item/ goods/work/services \_\_\_\_\_ (Name) as mentioned in the tender for the corresponding period of time of this tender. A self Certified Copy of the same attached as Annexure 'B' with this affidavit.
4. That in case the purchase order of the quoted item is issued to me/us, it will not be outsourced or subcontracted to any other firm and the entire manufacturing of the order item shall be done In-house by our Enterprises based in Haryana (address mentioned as at Sr. No.1) Further, the billing will be done from Haryana.

Dated:

DEPONENT

**VERIFICATION:**

Verified that the contents of para no. 1 to 4 of the above are true and correct to my knowledge as per the official record and nothing has been concealed therein.

Dated:

DEPONENT

**(For seeking the benefits / concessions by Haryana based manufacturing Medium Enterprises in Past Performance / Experience & Purchase Preference in the state Public Procurement)**

(On non Judicial paper of Rs. 10/-)

I \_\_\_\_\_ S/o \_\_\_\_\_ aged \_\_\_\_\_ residing at \_\_\_\_\_ Proprietor / Partner / Director of M/s \_\_\_\_\_ do hereby solemnly affirm and declare that:-

1. M/s / our above noted enterprise M/s \_\_\_\_\_ (name & Complete Address) \_\_\_\_\_ has been issued manufacturing Entrepreneurs Memorandum in Haryana by the District Industries Center \_\_\_\_\_ under acknowledgement No. \_\_\_\_\_ of dated \_\_\_\_\_ (Self certified copy of the same is attached as **Annexure-A** with this affidavit) and has been issued for manufacture of the following items in **category Medium Enterprise** as under:-
  - i) \_\_\_\_\_
  - ii) \_\_\_\_\_
  - iii) \_\_\_\_\_
  - iv) \_\_\_\_\_
2. That my/our above mentioned manufacturing Medium Enterprises meet all the remaining terms & conditions of the tender except Past Performance / Past Experience.
3. That my first Purchase order under this benefit / concession was issued by State Government Department / State Government Agency (name of Deptt. / Agency) \_\_\_\_\_ vide P.O. No. \_\_\_\_\_ of dated \_\_\_\_\_ for the supply of \_\_\_\_\_ (name of the item/good/works/services) was successfully complied by above mentioned Enterprises. A self certified copy of the same is attached as **Annexure-B** with this affidavit.
4. That in case the Purchase Order of the quoted item is issued to me/us, it will not be outsourced or subcontracted to any other firm and the entire manufacturing of the order item shall be done in-house by our enterprise based in Haryana, (address mentioned as at Sr. No.1).
5. That we agree to the condition that this benefit / concession to the Medium Enterprise is valid for one year from the date of getting the first supply order under state Public Procurement.
6. That the billing will be done from Haryana.

Dated:

DEPONENT

**VERIFICATION:**

Verified that the contents of para no. 1 to 6 of the above are true and correct to my knowledge as per the official record and nothing has been concealed there in.

Dated:

DEPONENT