

**DEEN BANDHU CHHOTU RAM THERMAL POWER STATION YAMUNANAGAR**

**(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**

**Supply, Erection, Testing & commissioning of Variable Frequency Drive (VFD) for 02 No.**

**132 KW, 415 V Seal Air Fan Motors and 02 No., 9.3 KW, 415 V DM Cycle Make Up Pump**

**Motors of, Unit-I & II, of 2X300 MW DCRTTP, HPGCL, Yamuna Nagar.**

**CHIEF ENGINEER/DCRTTP.**

**DEEN BANDHU CHHOTU RAM THERMAL POWER STATION, HPGCL,  
YAMUNANAGAR**

**TELEPHONE NO. M- 9355061845,9354782198**

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**HARYANA POWER GENERATION CORPORATION LTD.**  
Regd. Office- C-7, Urja Bhawan, Sec-6, Panchkula  
(Corporate Identity Number: U45207HR1997SGC033517)  
Website: [www.hpgcl.org.in](http://www.hpgcl.org.in), E-mail. : [xenemddcrtp@gmail.com](mailto:xenemddcrtp@gmail.com), Fax No.  
01732-204513



**NIT No. 05 /EMD-I/162/DCRTPP/2017-18**

**Dated:29-11-2017**

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 01732-204513



**NIT No. 05 /EMD-I/162/DCRTPP/2017-18**

**Dated:29-11-2017**

**NOTICE INVITING E-TENDER**

Chief Engineer/DCRTPP, HPGCL, Yamuna Nagar invites online Tenders in Two Parts from the Contractors/firms for the following work:-

**Description of work**

Supply, Erection, Testing & commissioning of Variable Frequency Drive (VFD) for 02 No., 132 KW, 415 V Seal Air Fan Motors and 02 No., 9.3 KW, 415 V DM Cycle Make Up Pump Motors of, Unit-I & II, of 2X300 MW DCRTPP, HPGCL, Yamuna Nagar.

**Period of completion of work**

**02 Months**

**Tender Fee (Rs.) (Non –refundable)**

**1200/-**

**EMD (Rs.)**

**40000/-**

**e-service Fees (Rs.) (Non –refundable)**

**1,000/-**

**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:** If the tenders are cancelled or recalled on any grounds, the tender document fees & e-service fee will not be refunded to the agency.

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

**Key Dates**

Sr. No.	Department Stage	Tenderers Stage	Start date and time	Expiry date and time
1	Tender Authorization & Publishing	-	29-11-2017 15;00Hrs	
2	-	Downloading of Tender Documents, Bid Preparation & Bid submission	30-11-2017 15;00Hrs	19-12-2017 13;00Hrs
3	Technical Opening (Part-I)	-	19-12-2017 15;00Hrs	
4	Short listing of Technical bids & Opening of Financial Bid		Will be intimated to the firms on their e-mail	

Executive Engineer/EMD-I,  
 For Chief Engineer/ DCRTPP,  
 HPGCL, Yamuna Nagar.

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Dated:29-11-2017

### Instructions to bidder on Electronic Tendering System

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

All the bidders intending to participate in the tenders processed online are required to get registered on the Haryana 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 valid 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, IInd 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.

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- 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 haryana e-tendering Portal <http://haryanaeprocurement.gov.in>.
- 4 **Pre-requisites for online bidding:**  
In order to bid online on the portal <http://haryanaeprocurement.gov.in> , the user machine must be updated with the latest applicable 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 <http://haryanaeprocurement.gov.in>.
- 6 **Download of Tender Documents:**  
The tender documents can be downloaded free of cost from the e-Procurement portal <http://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 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 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 completed by submission of the digitally signed & sealed bid as stated in the time schedule (Key Dates) of the Tender.

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**9 Tender Closing:**

After the submission of bid by the bidders, the bidding round will be closed. Once the online tender is closed, no new Vendor can bid in the tender.

**NOTE:-**

- (A) If bidder fails to complete the Online Bid Submission stage on the stipulated date and time, his/hers bid will be considered as bid not submitted, and hence not appear during tender opening stage.
- (B) From the starting date of tender downloading to final date of submission of bid, the bidder can rework on his bid number of times he wants. If bidder submits the revised bid including price bid, original bid will automatically deleted and this revised bid will become original bid. No revised bid will be submitted after Part-I (Technical Bid) is opened.
- (C) Complete bid will only be submitted after realization of tender document's fee and EMD.
- (D) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <http://haryanaeprocurement.gov.in>.
- (E) 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 'How to..?' to download the file.

Executive Engineer/EMD-I,  
For Chief Engineer/ DCRTPP,  
HPGCL, Yamuna Nagar.

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### INSTRUCTIONS TO THE BIDDERS

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

The original equipment manufacturer of Variable Frequency Drives.

**OR**



Bidder (Authorized dealer of OEM) may source the VFD from the OEM meeting the criteria under 1(a). Also the bidder should also have supplied and commissioned / supervised commissioning of at least one (1) of VFD system as a retrofit (including electrical and C&I works) for feeding squirrel cage induction motor of 90 KW or above rating which is in successful operation for a period of at least one (1) Year in India as on the date of techno-commercial bid opening in a power plant/any industrial establishment.

The Participating firm should also have service center for VFDs in India. , having annual turnover of **Rs20.75 Lakhs** and single work order of **Rs 16.6 Lakhs** or two work orders of **Rs 12.45 Lakhs** or three work orders of **Rs 8.3 Lakhs** of similar work of VFD mentioned above during last three years preceding the last date of submission of tender.

**Note:** - The firm should fill statement to bidders as per annexure-G of NIT and submit authentic supporting documents for proving its credential. Original documents may be asked for verification at the time of finalizing the tender. A certificate to the effect that the tenderer is not black listed from any Public Sector undertakings of Central Govt./State Govt./SEBs/Corporations/any other reputed thermal/hydel plant etc. decision of the HPGCL regarding fulfillment of pre qualification requirement shall be final and binding upon the bidders.

#### 2. Disqualification of the Bidder:-

- i) Even though the bidders meet the above Qualifying Criteria they are subject to be disqualified, if they have made misleading or false representations in the forms, statements and attachments submitted in the proof of the qualification requirements.
  - ii) The Bidders shall supply partnership deed in case of partnership firm / Memorandum of Association and Article of Association in case of a company.
  - iii) Notwithstanding anything stated above Haryana Power Generation Corporation Ltd. reserves the right to assess the tenderer's capacity to perform the contract should the circumstances warrant such assessment in the overall interest of the Haryana Power Generation Corporation Ltd. In this regard the decision of corporation will be final.
3. Conditions of the contract and other information can be had from the office of **Executive Engineer/EMD-I, DCRTPP, HPGCL, Yamuna Nagar (Email ID: [xenemddcrtp@gmail.com](mailto:xenemddcrtp@gmail.com))**, on any working day prior to last date of Downloading of Tender Documents & Bid Preparation.
  4. The Tender Document can also be seen on HPGCL website [www.hpgcl.org.in](http://www.hpgcl.org.in)
  5. Before submitting tenders the instructions may be read carefully regarding submission of tender. If any bidder finds discrepancies or omissions in the tender documents or is in doubt as to the true meaning of any part, he shall clarify same from tender issuing office in writing before the due date and time of submission of the bid.
  6. The tenderer shall only be submitted on the Haryana centralized e - Procurement Portal i.e. <https://haryanaeprocurement.gov.in>
  7. The tenderers will quote their rates strictly as per details of price quoting sheet.
  8. Tenders through Fax / E-mail / telegraphic tenders shall not be considered. Incomplete, obscure or irregular tender is liable for rejection. If the tenderer deliberately gives wrong information in his tender, HPGCL reserves the right to reject such tender at any stage.

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9. All tenders received against open tender enquiry irrespective of whether they are from the approved Firms on the registered list or others, shall be considered, provided they are on the prescribed e-tendering process mentioned above.
10. The validity of the tender/ quotation should be at least for 90 days from the date of opening of price bid.
11. The rate negotiations could be held up to L3 bidder, if the difference between the L1 i.e. overall lowest quoted rates and those quoted by L2 and L3 is within 5% of the L1 quoted rates. In case where the L1 bidder refuses to further reduce his offered price and the L2 or L3 bidders come 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.
12. No deviation from the terms & conditions of tender shall be accepted. Once bidder submits the tender online, it is presumed that all the terms & conditions are accepted including payment terms.
13. The bidders/ suppliers / contractors shall observe the highest standard of ethics during the submission of tender, procurement and execution of the contract. In case of evidence of cartel formation by the bidder(s), EMD is liable to be forfeited.
14. The bidder shall bear all costs 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.
15. **Opening of Tender:-**

The tenders will be opened in the office of Executive Engineer/EMD-I, DCRTPP, HPGCL, Yamuna Nagar in the presence of authorized representative of the Tenderers, if they so desire, at the time and date set for opening of tenders or in case any extension was given thereof on the extended tender opening date and time. Tenderers authorized representatives (up to two persons) may attend the opening.



  - a. The Price Bid (Part-II of the tender) shall be opened after Part-I of the tenders have been scrutinized and evaluated. The tenderer who's Part I have been approved, will be allowed to participate in opening of Price Bid (Part-II). The due date and time for opening of Price Bid (Part-II) shall be informed later on.
  - b. **Earnest Money:-**

The Tenderer shall deposit requisite Earnest Money along with the tender to ensure that the tenderer takes up the contract in right earnest. An EMD amounting to **Rs 40,000/- (Forty Thousand only)** is applicable which is to be paid online through RTGS/NEFT.

    - i) The EMD of the successful tenderer will be adjusted against security deposit in the event of placement of order. EMD of unsuccessful tenderer will be refunded on finalization of contract.
    - ii) No interest shall be payable on Earnest Money Deposit.
    - iii) HPGCL reserves the right to forfeit Earnest Money Deposit or part thereof in circumstances which may indicate that the contractor is not interested in executing the contract. EMD shall also be forfeited in case the bidder does not come forward for execution of the contract agreements and submission of balance security deposit.
    - iv) If the tenderer withdraws his tender at any stage during the currency of his validity period, the earnest money shall be forfeited in full in such cases.



## Annexure-B

 <p><b>HPGC</b> AN ISO 9001:2001 &amp; OHSAS 18001 CERTIFIED COMPANY</p>	<p><b>HARYANA POWER GENERATION CORPORATION LTD.</b> Regd. Office- C-7, Urja Bhawan, Sec-6, Panchkula (Corporate Identity Number: U45207HR1997SGC033517) Website: <a href="http://www.hpgcl.org.in">www.hpgcl.org.in</a>, E-mail. : <a href="mailto:xenemddcrtp@gmail.com">xenemddcrtp@gmail.com</a>, Fax No. 01732-204513</p>	 <p><b>HARYANA SWARNA UTSAV</b> 1956-2016 TRANSFORMING HARYANA - PROGRESSING HARYANA</p>
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16. Chief Engineer, DCRTPP, HPGCL, Yamuna Nagar reserves the right to amend/ cancel the NIT or to change qualifying requirement or to reject any or all the tenders so received without assigning any reason.
17. All the fields of Price bid shall be filled by the bidder.

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**Dated:29-11-2017**

**GENERAL TERMS & CONDITIONS**

**1) Definitions:-**

In the contract (as defined below) unless the context requires otherwise the words and expressions defined below shall have the meaning hereinafter assigned to them.

- a) The 'Purchaser' shall mean the HPGCL and shall include its successors in office and assigns.
- b) The 'Supplier /Manufacturer' shall mean M/s.\_\_\_\_\_ and shall include the Supplier's legal representatives, successors, and assigns.
- c) 'Material' shall mean and include the material to be supplied by the Supplier under the contract as per contract.
- d) 'Specifications' shall mean and include the specifications as detailed in the Annexure attached herewith and drawings attached thereto as well as samples and patterns, (if any).
- e) 'Drawing' shall mean the drawing /drawings annexed to the specification (if any) or as approved by the purchaser.
- f) The 'Site' shall mean and include lands & buildings over / under upon where the materials are to be installed and used in accordance with terms & conditions.
- g) 'Place of delivery' shall mean the place of delivery at which the Supplier is responsible to deliver the materials at the specified contract price.
- h) The terms "F.A.S', 'F.O.R', 'F.O.B.', 'C.I.F.' and other shipping dispatch terms as used herein shall have meaning in accordance with their usage in India.
- i) 'Work' shall mean and include supply of all materials, plants and equipments and rendering of other services by the supplier under this contract.
- j) 'Consignee' shall mean the officer to whom the material is required to be dispatched or the person specified in the purchase order.
- k) 'Contract' shall mean the Notice Inviting the Tender, Tender Form, and conditions of contract with their annexure and Purchase Order / Acceptance of offer / tender/LOI/LOA.
- l) 'Purchasing Authority' shall mean the officer signing the acceptance of tender and shall include any officer who has authority to execute the relevant contract on behalf of the Purchaser.
- m) 'Purchase Order' shall mean an order of supply of material including the acceptance of the tender.
- n) 'Annexure' shall mean the Annexure to the terms & conditions.

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- o) 'Test' shall mean such test as is prescribed by the ISI or by the HPGCL and / or considered necessary by the authorized agent of the Purchaser whether conducted / performed or made by him or any other agency acting under his direction.
- p) 'Delivery' shall be deemed to take place on delivery of material in accordance with terms of the Contract after test and inspection by the Purchaser or his authorized agent, to the consignee. If the rates are ex-works, date of dispatch/Goods Receipt (GR) and in case the rates are FOR destination, date of receipt of material in store in good conditions shall be treated as date of delivery.
- q) 'Inspecting Agency' means the agencies nominated and authorized by the competent authority for inspecting the material at the works of the supplier or at the designated place of inspection prescribed by the purchasing authority.
- r) 'Inspecting Officer' means, officer of the Corporation appointed by the Chief Engineer or the purchasing authority for inspection.
- s) 'Contract Value' shall mean the bare value of the goods 'ex-works price' without taking into account taxes, duties or any other incidental charges where the price is ex-works, but where the prices given in the PO are on FOR destination basis inclusive or exclusive of ED and CST etc., the 'Contract value' would mean FOR destination prices, given in the PO inclusive of ED, CST, other statutory levies etc. as the case may be.
- t) 'Total Contract Value' shall mean contract value plus statutory dues like GST / ED, CST etc. and any other amount payable under contract.

**2) PARTIES:**

The parties to the Contract are the Supplier and the Purchaser, Legal address of the Parties to the Contract is as under:

Supplier: M/s. On which P.O. is placed.

Purchaser: \_\_\_\_\_ Haryana Power Generation Corporation Ltd.

For all purposes of the contract, including the arbitration there under, the address of the Supplier mentioned above, shall be the address to which all communications addressed to the supplier shall be sent, unless the Supplier has specifically intimated a change thereof.

**3) AUTHORITY OF THE PERSON SIGNING THE CONTRACT ON BEHALF OF THE SUPPLIER:-**

It is presumed that the person who has signed these Tender-papers (including the terms and conditions) has got authority to sign on behalf of the supplier. If it is discovered at any time that the person so signing had no authority to do so, the purchaser without prejudice to any other right or remedy available to him, may cancel the contract and make a purchase of the material at the risk and cost of such person and hold such person liable to the purchaser for all costs and damages arising from the cancellation of the contract including any loss which the purchaser may sustain on account of such purchase.

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**4) PRICES:**

- i) Item wise prices in INR with price breakup (i.e. cost price, freight, taxes and duties separately) shall be quoted by the bidders on FOR destination basis and shall remain FIRM during the currency of contract unless otherwise agree. No deviation in terms is allowed.
- (ii) GST/ ED / Sale Tax, if charged, separately shall be paid as per actual within delivery period on production of following certificates:
- a. **GST / Excise Duty Certificate:** a) Certified that the excise duty charged in the bill is not more than what is payable under provisions of the relevant act or rules made there under. b) Certified that the amount of Rs. \_\_\_\_\_ claimed as E.D. in the bill is in accordance with the rules made there under in all respects and that the same has been paid to the Excise authorities.  
(Signature of Supplier). Further, self authenticated tax invoice shall be provided containing the following information: i) Rate of Excise department ii) Date and time of removal of goods. c) Reference of entry in PLA register and RG-23.
- b. **GST / Sales Tax Certificate:-** a) Certified that transactions on which tax has been claimed will be included in the return to be submitted to the sale tax authorities for assessment of sales tax and the amount claimed from the HPGCL shall be paid to the sales tax authorities. b) Certified that the goods on which sales tax has been charged have not been exempted from sales tax under Haryana/ Central Sales Tax Act and Rules made there under. The charge on the account of the sales tax on these goods are correct under the provisions of the relevant act and rules made there under. c) Certified that we shall indemnify to HPGCL in case it is found at a later stage that the incorrect payment has been recovered on account of sales tax by us. d) Certified that we are registered as dealer and our Haryana/CST no. is \_\_\_\_\_. Our CST No. is \_\_\_\_\_. (Signature of Supplier)  
Note: Any increase in taxes & duties after the delivery period shall be on the supplier's account and shall not be borne by HPGCL (The above note shall not be applicable in case supplier is a Govt./Semi-Govt./PSU).
- (iii) **ESCALATION/PRICE VARIATION CLAUSE.**  
No escalation shall be permitted in respect of any increase not arising out of the operation of any law and statutory or mandatory order of the Govt. of India or the concerned State Govt. In case the period of the purchase order for completion of supplies is more than one year and tenderer wishes to include an escalation clause in his quotation then bidder should provide full details of the escalation formula and bring out precisely the actual increase in the price of the finished item for every rupee worth of increase in each item of raw material/component of wages, to which the escalation applies. The tenderer shall furnish such documentary evidence, as may be required by the HPGCL, in support of the increase in respect of each item of raw material/component of wages etc. for which the escalation is claimed. No escalation/price variation shall be considered beyond the scheduled delivery period. However, for valuation of L1 bidder the total contract value for the contract period shall be considered.

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(iv) **Foreign Exchange variation:**  
N/A

**5) EARNEST MONEY AND SECURITY DEPOSIT:-**

Every tenderer, while submitting his tender, shall deposit the earnest money specified in the NIT (Rs 40,000/-) online by using service of secure electronic payment gateway directly through RTGS/NEFT. After the EMD payment confirmation, the bid can only be submitted. The secure electronic payment gateway is an online interface between contractors and online payment authorization networks.

The earnest money furnished by the successful tenderers on whom the purchase order is placed shall be converted into security deposit as a guarantee for faithful and satisfactory execution of the purchase order up to warranty period.

The EMD of the unqualified bidders will be returned by the purchaser without any interest, as promptly as possible, within 30 days after declaration of qualification result and that of unsuccessful bidders within 15 days of the execution of the contract with the selected bidder.

Provided further that the provision of this regulation may not apply to a Public Sector undertaking of the Central/ State Government, firms borne on D.G.S & D / DS&D Haryana rate contract, firm registered with Director of Industries, Haryana or with National small industries corporation, Govt. of India or the firms having permanent EMD of Rs.10.00 Lac at the respective project / office or 20 lac in HPGCL as a whole. The exemptions shall be for the specified items which are available on D.G.S & D / DS&D Haryana rate contract /Director of Industries, Haryana/National Small Industries Corporation rate contract & Haryana based Micro, Small and Medium Industrial Enterprises in the State Public Procurement as per G.O. No.-2/2/2016-41B11 (1) dated 20.10.2016 & amendment G.O. No.-2/2/2016-41B11 (2) dated 20.10.2016.

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 his validity period.
- ii) If the P.O. has been issued but the supplier refuses to comply with it.
- iii) Where the purchase order has been complied with but the supplier stops making the supplies after partially fulfilling the purchase order.
- iv) In the event of breach of a contract in any manner.
- v) In the case of evidence of cartel formation by the bidder(s).

In case where the Performance Bank Guarantee has been agreed by the supplier, the security deposit shall be released on the completion of the supplies. In other cases the same shall be released only after warrantee period on the certificate of the purchaser for satisfactory completion of the warrantee period.

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

**6) PAYMENT TERMS:-**

90% payment of the contract value shall be released against appropriate bill of the contractor after satisfactory completion of the work. Balance 10 % payment shall be released after 30 days of completion of work along with submission of 10% Performance Bank Guarantee valid for warranty period.

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**NIT No. 05 /EMD-I/162/DCRTPP/2017-18****Dated:29-11-2017****7) MODE OF PAYMENT:-**

Payment shall be released by the Sr. Accounts Officer, DCRTPP, Yamuna Nagar through RTGS/NEFT. For payment through RTGS/NEFT, the supplier will provide complete bank details viz. Name of Bank/Branch, Account Number, Type of Account, IFSC Code etc. to Sr. Accounts Officer, DCRTPP, Yamuna Nagar.

**8) DELIVERY PERIOD AND DAMAGES FOR DELAY & COMPLETION PERIOD OF CONTRACT:-**

- The work shall be completed within 02 Months from date of receipt LOI/WO unless otherwise directed through written communication otherwise a penalty of @ 1% per day of order value subject to maximum of 10% of order value.
- The date of delivery of material as specified in the purchase order shall be the essence of the contract between the supplier and the Corporation, and the delivery of each consignment must be made as per delivery schedule.

No supplies/ consignments received after the date on which they were actually due according to the terms of the purchase order, shall be accepted by the consignee, except with the written approval of the purchasing authority. Even in case of acceptance of delayed supply the supplier shall be liable to pay @ 1% per day of the PO value where part supply is not acceptable, subject to a maximum of 10% of the total value of the delayed / undelivered supplies.

The delivery period shall be reckoned from the 7<sup>th</sup> day of issue of P.O./ L.O.I. whichever is earlier. Property in the material shall not pass to the purchaser unless and until the material has been delivered to the consignee in accordance with the terms and conditions of P.O.

**9) TESTS AND INSPECTIONS:-**

The tests and inspections shall normally be arranged at the supplier's premises before the material is dispatched to the Corporation, and copy of the inspection/ test report in such case shall be attached by the supplier in original along with Railway Receipt/ GR and other requisite document as per P.O. For this purpose, the supplier shall give at least 15 days notice to the purchasing authority to arrange for the inspection of goods offered for dispatch, on different occasions, before dispatch if inspection is not waived off. In addition to this, the supplier has to submit copy of test certificates along with inspection call. Without test certificates, pre-dispatch inspection call will not be accepted and delay on this account will be on the part of the supplier.

HPGCL has the right to get the pre-dispatch inspection done from third party along with HPGCL representative.

In case, the supplier is not having its own testing facility and any agency has not been specifically mentioned in the PO, then the supplier will submit the test certificates issued from any Govt. approved laboratory.

Supplier shall ensure that all the facilities necessary for carrying out the inspection/prescribed tests are made available to the inspection officer at the point of inspection to be carried out.

In case of non conduct of testing due to non availability of material, the charges of the inspecting officers shall be borne by the supplier.

The inspection call received after expiry of delivery period may or may not be entertained.

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Supplier shall dispatch the material with copy of inspection report and manufacturer test certificate, immediately after inspection but not later than 7 (seven) days failing which the delay shall be on the part of supplier for the purpose of L.D. In case of waiver of inspection, supplier shall dispatch the material within 7 days of receipt of waiver letter or 10 days of dispatch of waiver letter whichever is earlier.

**10) DOCUMENTATION:-**

The supplier shall submit a set of documents as detailed below well in time to the following offices for processing his bill for pass and payment.

A) Concerned Executive Engineer (Purchaser copy):-

- |                                   |                                           |
|-----------------------------------|-------------------------------------------|
| a) Acceptance of PO               | b) Readiness of material/ inspection call |
| c) Copy of invoice                | d) Copy of RR/GR                          |
| e) Advance intimation of dispatch | f) Test Certificates                      |

B) Concerned Sr. A.O. (Accounts copy)

- |                                       |                                      |
|---------------------------------------|--------------------------------------|
| a) Copy of invoice in triplicate      | b) CST/VAT Certificate               |
| c) E.D. Certificate                   | d) Documentary Proof of E.D. claimed |
| e) Proof of Insurance charges         | f) Guaranty/ Warranty Certificate    |
| g) Interchange ability Certificate    | h) Copy of inspection report         |
| i) D.D on account of security deposit | j) Performance Bank Guaranty.        |

## k) Copy of R.R./G.R.

C) Concerned Executive Engineer/ Stores (Consignee copy)

- |                         |                              |
|-------------------------|------------------------------|
| a) Copy of Invoice.     | b) Copy of Inspection Report |
| c) Dispatch particulars | d) Copy of RR/GR.            |

D) Appropriate branch of State Bank of Patiala, if document are to be negotiated through Bank

- |                    |                     |
|--------------------|---------------------|
| a) Copy of invoice | b) Original RR/ GR. |
|--------------------|---------------------|

**Note:-** If the documents shown above are not sent to the appropriate office within due period then bank document will not be retired and the responsibility for demurrage/ warfare or auction of material will be on the supplier's account.

No interest, what so ever on any account shall be paid by HPGCL.

Bank Charges if any shall be borne by the supplier.

**11) PACKING:-**

The supplier shall provide for secure protection & packing of the equipment in accordance with the best established Practices so as to protect the equipment from damages. Any breakage, damage and/or pilferage including when in transit arising from faulty packing shall be the responsibility of the supplier.

All packages shall be visibly marked mentioning purchase order number & name of buyer in bold letters & must contain copies of challans/packing slips inside.

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**NIT No. 05 /EMD-I/162/DCRTPP/2017-18****Dated:29-11-2017****12) MODE OF TRANSPORT:-**

The normal mode of transport for dispatch of material from supplier's end shall be by train / approved road transporter of HPGCL.

**13) TRANSIT INSURANCE:**

- (A) The material shall be insured against all risks and loss for its full delivered value up to the destination station. The insurance charges from dispatching station up to the destination station will be borne by supplier as per provision in the PO. The Supplier shall produce insurance cover and also a stamped acknowledgement receipt of the insurance company for the premium paid by them in support of their claim, if any. The consignee shall report losses/damage to the Supplier at the earliest possible of the receipt of the consignment at the site.

It will, however, be the responsibility of the Supplier to prefer timely claim on the insurance underwriters. The Supplier will make good the losses / shortages, replace / repair the damage to the consignee irrespective of the claim lodged / to be lodged with the insurance underwriters or other appropriate authorities.

The Supplier shall supply or replace such material or parts as are lost in transit within reasonable time based on the delivery period free of charges.

The Supplier shall be responsible for all loss, destruction, damage, deterioration of the material from any causes whatsoever in the course of transit from the Supplier to the consignee. If insurance is in the scope of consignee, the firm will intimate to consignee advance about dispatch of material otherwise all the losses, if any will be in the account of supplier.

- (B) In case of supply of material against documents through bank, no material shall be accepted without proper transit insurance.

**14) PERFORMANCE BANK GUARANTEE:-**

Supplier shall submit bank guarantee of the Nationalized Bank equivalent to 10% of the order value in the prescribed Performa valid up to one month after completion of warranty period unless otherwise agreed.

**15) WARRANTY:**

- a). The supplier shall be made responsible to replace free of cost, with no transportation or insurance cost to the Corporation, up to the destination the whole or any part of the material, which in normal and proper use proves defective in quality or workmanship, subject to the condition that the defect is noticed within 12 months from the date of use of material at site or 18 months from the date of receipt, whichever period may expire earlier. The consignee or any other officer of the corporation actually using the material will give prompt notice of each such defect to the supplier as well as the Purchasing Authority and the Sr. A.O. The replacement shall be effected by the supplier within



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reasonable time, but not, in any case, exceeding 15 days. The supplier shall, also, arrange to remove the defective supply within a reasonable period, but not exceeding 15 days from the date of issue of the notice in respect thereof, failing which, the corporation shall reserve the right to dispose off the defective material in any manner considered fit by it at the sole risk and cost of the supplier. Any sale proceeds of the defective material after meeting the expenses incurred on its custody, disposal, handling etc. shall, however, be credited to the supplier's account and set off against any outstanding dues of the corporation against the supplier.

The supplier shall furnish warrantee certificate stating that, "we will be responsible to replace/ repair within 15 days of the date of issue of notice, free of cost, with no transportation or insurance-cost to the Corporation, up to the destination the whole or any part of the material supplied by us against P.O. No.- \_\_\_\_\_ dated \_\_\_\_\_, within a period of \_\_\_\_\_ which in normal and proper use proves defective in quality or workmanship, within 12 months from the date the material is received by the consignee or 18 months from the date of dispatch whichever is earlier".

The provisions shall, mutatis mutandis apply to the replaced material. In case the material is again found to be defective within a period of 12 months of its replacement, it shall also have to be replaced similarly (Guarantee/warrantee clause shall be applicable to the replaced material also).

- b). The contractor shall provide warranty for the workmanship of the work done for a period 12 month from the date of completion of work.
- c). During this period if some equipment(s), which has been attended by the contractor, is found to be defective, the same will have to be attended again without any additional charges to HPGCL. In such cases, warranty period shall start from the date of such repair/rectification. In case the contractor fails to respond within a reasonable time, the job will be got done from any other agency at the risk and cost of the contractor.

**16) FORCE MAJEURE:-**

The delay in the delivery of the supply may be treated as force majeure to the supplier only if:-

- i) The delay in manufacture or delivery of the material /equipment on order result from any causes arising out of compliance with regulations, orders or instructions of the Central or State Governments, acts of God, acts of Civil & Military authority, fires, floods, strikes, lock-outs, freight embargoes, war-risk riots and civil commotion and
- ii) The supplier's request for extension of the delivery period along with all necessary evidence, before the expiry of the schedule date (s) of delivery.

Non -availability of raw material or any other similar cause shall not be considered as a force majeure circumstance.

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**17) DEMURRAGES:-**

The Supplier shall be responsible for all demurrage charges due to late receipt of G.R. and non-receipt of prior intimation of dispatch of material to the consignee. G.R. through bank other than specified one will not be accepted. If any consignment and or its relevant shipping document are dispatched to an incorrect address / destination or parts of the case, the additional expenses involved & delay in delivery shall be to the Supplier's account.

**18) ARBITRATION: -**

All matters, questions, disputes, differences and / or claims arising out of and / or concerning, and /or in connection and/or relating to this contract whether or not obligations of either or both the 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 nominated by Managing Director, HPGCL. The Award of the Arbitrator shall be final and binding on both the parties to the contract.

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 modification thereof for the time being in force.

**19) 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.

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.

**20) RIGHT OF ACCEPTANCE:-** This office does not bid itself to accept the lowest or any tender and reserves to itself the right to accept the whole or any part of the tender or portion of the quantity offered and the firm shall supply the same at the rate quoted. The firm is at liberty to tender for the whole or any portion or to state in the tender that the rates quoted shall apply only if the order for all items is placed on them. Preference will be given to the tenderers quoting for all the items stipulated in the tender enquiry.

**21) RISK PURCHASE:-**

In the case of delay or non-supply of any or all the material on the dates they are due, the HPGCL will have a right to refuse to accept such delayed supplies and to make the purchase of the material so delayed or not supplied from any alternative source or through departmental manufacture, at the sole risk and cost of the supplier. Any extra expenditure incurred on such purchase or departmental manufacture shall be recoverable in full from the supplier in addition to the Corporation's right or claim for applicable liquidated damages or penalty.

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Dated:29-11-2017

**22) INTERCHANGEABILITY:-**

Supplier shall furnish interchangeability certificate, wherever applicable, that all the spares are identical in construction, interchangeable and suitable to the equipment installed at site.

**23) SET OFF:-**

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

**24) PATENT RIGHT:-**

The supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

**25) SUBLETTING AND ASSIGNMENT:-**

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

**26) WATCH & WARD**

The watch and ward of T&P and other material will be the responsibility of the contractor.

**27) 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.

**28) STATUTORY DEDUCTIONS**

Statutory deduction on account of Income Tax, Works Tax & GST/ Sales Tax etc including surcharge shall be made at source from the bills of the contractor at the prevailing rates.

**29) The contractor shall be responsible for the loss / damage caused to the property of HPGCL or any other agency by the contractor or any of his workmen / employee. It shall be the sole responsibility of the contractor to ensure security and safety of all the property and assets, moveable and immovable of Department in DCRTPP Colony and if there is any loss on account of dishonesty connivance and/or due to any other reason, the contractor shall make good on demand the loss of the Department of any theft or pilferage that comes to notice or otherwise reported to Officer-In-Charge of Department.****Note:-**

1. Unless agreed otherwise the above terms and conditions of the contract will form the part of the purchase order after finalizing the procurement proposal. The word tenderer where ever used above shall be read as supplier. Above T&C are equally applicable in case of limited / proprietary enquiry as well. The non applicability / modification in the aforesaid clauses if agreed shall be mentioned / attached in / with the purchase order specifically.
2. Purchasing authority shall put dated initials on each pages of the purchase order including the above terms and conditions printed on both side of the paper.
3. Any other term not defined in instructions to the bidder or above terms and conditions should be interpreted as defined in HPGCL Purchase Regulation "2011".
4. The term "Bid" and "tender" and their derivatives ("Bidder / Tenderer" "Bidding / Tendering") are synonymous. Singular also means plural.

Executive Engineer/EMD-I,  
For Chief Engineer/ DCRTPP,  
HPGCL, Yamuna Nagar

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**Dated:29-11-2017**

**SCOPE OF WORK**

1. The VFD shall control the pressure/flow of the seal air fans/ DM cycle makeup pumps by having the 4-20 mA analog control signal through the DCS.
2. There should be provision of bypassing the Variable frequency drive as per the requirement of the system.
3. VFD system must have provision of running of standby seal air fans/ DM cycle makeup pump automatically whenever main (Running) seal air fans/ DM cycle makeup pump trips.
4. Any other accessories if required for its functioning will be in the scope of firm and no extra charges will be paid for the same.
5. The contractor will provide all details and drawing of the VFD system to be installed.
6. The VFD system to be installed shall be compatible with the existing system. So, it is advised to tenderer to visit the site before quoting the rates.
7. VFD system should have provisions of communicating with the existing DCS system at DCRTPP, Yamuna Nagar i.e. R 211 (Controller C200) (Honeywell make).
8. The contractor shall make the changes in the VFD system to meet the site requirement.
9. Power cables and control cables from MCC/DCS to VFD panel shall be supplied by HPGCL.

Executive Engineer/EMD-I,  
For Chief Engineer/ DCRTPP,  
HPGCL, Yamuna Nagar.

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**NIT No. 05 /EMD-I/162/DCRTPP/2017-18**

**Dated:29-11-2017**

**General Technical Specifications of Variable Frequency Drives:-**

**A. General technical specification of VFDs for Seal Air Fan motors:-**

1. Make:- Siemens / ABB/ Schneider / Fuji Electric / Yashkawa / Allen-Bradley / Crompton Greaves / AMTECH.
2. Motor details :- 132 KW, 217 A, 1486 rpm, 3 phase motor
3. Mains Voltage: - 3 phase AC, 380 V to 480 V
4. Power Frequency: - 47 Hz to 55 Hz
5. Power Factor: - 0.95
6. Carrier frequency :- 0.75 Hz to 16 Hz
7. Insulation class:- Class F or better
8. Digital Input :- 06
9. Relay Output :- 03
10. Analog Input :- 02
11. Analog Output :- 02
12. Overloading: - 150% for 60Sec or better
13. Drive frequency should be controlled with analogue input of 4-20mA from DCS.
14. Panel duly wired and assembled and consisting of:-
  - a) Main switch with fuses
  - b) Contactors
  - c) MCBs
  - d) Indicating Lights (LED Type)
  - e) Panel Illumination system
  - f) Energy meter (Digital)
  - g) Control T/Fs and relays
  - h) Cooling system
  - i) Push Buttons
  - j) Bypass system

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**NIT No. 05 /EMD-I/162/DCRTPP/2017-18**

**Dated:29-11-2017**

15. External Input & Output Choke: - If required (VFD panel to motor distance is 100 Mtr. Approx.)
16. Degree of protection: - IP20
17. Operating Temperature Range 0<sup>0</sup> C to +50<sup>0</sup> C (VFD should be capable to operate in entire range)
18. Relative Humidity: - 95% (non-condensing)
19. Protection Features should include: - Under voltage, overvoltage, overload, earth faults, short-circuits, stall prevention, locked motor protection, motor over temperature, inverter over temperature, parameters change protection and input transient protection etc.

**B. General technical specification of VFDs for DM Cycle Make up pump motors:-**

1. Make:- Siemens/ ABB/ Schneider/ Fuji Electric /Yashkawa / Allen-Bradley/Crompton Greaves
2. Motor details :- 9.3 KW, 1455 rpm, 3 phase motor
3. Mains Voltage: - 3phase AC, 380 V to 480 V
4. Power Frequency: - 47 Hz to 55 Hz
5. Power Factor: - 0.95
6. Carrier frequency :- 0.75 Hz to 16 Hz
7. Insulation class:- Class F or better
8. Digital Input :- 06
9. Relay Output :- 03
10. Analog Input :- 02
11. Analog Output :- 02
12. Overloading: - 150% for 60Sec or better
13. Drive frequency should be controlled with analogue input of 4-20mA from DCS.
14. Panel duly wired and assembled and consisting of:-
  - k) Main switch with fuses
  - l) Contactors
  - m) MCBs

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**NIT No. 05 /EMD-I/162/DCRTPP/2017-18**

**Dated:29-11-2017**

- n) Indicating Lights (LED Type)
- o) Panel Illumination system
- p) Energy meter (Digital)
- q) Control T/Fs and relays
- r) Cooling system
- s) Push Buttons
- t) Bypass system

15. External Input & Output Choke: - If required (VFD panel to motor distance is 100 Mtr. Approx.)

16. Degree of protection: - IP20

17. Operating Temperature Range 0<sup>0</sup> C to +50<sup>0</sup> C (VFD should be capable to operate in entire range)

18. Relative Humidity: - 95% (non-condensing)

19. Protection Features should include: - Under voltage, overvoltage, overload, earth faults, short-circuits, stall prevention, locked motor protection, motor over temperature, inverter over temperature, parameters change protection and input transient protection etc.

Executive Engineer/EMD-I,  
For Chief Engineer/ DCRTPP,  
HPGCL, Yamuna Nagar.

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NIT No. 05 /EMD-I/162/DCRTPP/2017-18



Dated:29-11-2017

**Rate Quoting Sheet**

Sr. No.	Description	Quantity	Unit Price(Rs.)	GST for Unit Price in (RS)	Total Amount including GST(Rs.)
1.	Supply VFD for 3 phase,132 KW, 1486 rpm motors of Seal Air Fans at Unit-I & II, DCRTPP, Yamuna Nagar.	<b>02 No.</b>			
2.	Supply VFD for 3 phase, 9.3 KW, 1455 rpm motors of DM Cycle make up pumps at Unit-I & II, DCRTPP, Yamuna Nagar.	<b>02 No.</b>			
3.	Erection testing and commissioning of above mentioned 04 VFDs.	<b>04 No.</b>			
<b>Grand Total in Rs</b>					

Executive Engineer/EMD-I,  
For Chief Engineer/ DCRTPP,  
HPGCL, Yamuna Nagar.



 <b>HPGC</b> <small>AN ISO 9001:2001 &amp; OHSAS 18001 CERTIFIED COMPANY</small>	<b>HARYANA POWER GENERATION CORPORATION LTD.</b> <b>Regd. Office- C-7, Urja Bhawan, Sec-6, Panchkula</b> (Corporate Identity Number: U45207HR1997SGC033517) Website: <a href="http://www.hpgcl.org.in">www.hpgcl.org.in</a> , E-mail. : <a href="mailto:xenemddcrtp@gmail.com">xenemddcrtp@gmail.com</a> , Fax No. 01732-204513	 <b>HARYANA</b> SWARNA UTSAV <small>1 November 2011 - 31 October 2017</small> TRANSFORMING HARYANA - PROGRESSING HARYANA
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**NIT No. 05 /EMD-I/162/DCRTPP/2017-18**

**Dated:29-11-2017**

**STATEMENTS OF BIDDERS**

1. Name of Bidder \_\_\_\_\_
2. Address of Head Office \_\_\_\_\_
3. Correspondence Address \_\_\_\_\_
4. Legal status \_\_\_\_\_
5. PAN & TIN Number of the Bidder (attached self attested photocopies)  
 PAN \_\_\_\_\_ TIN \_\_\_\_\_  
 CST No. \_\_\_\_\_.
6. Bank Details (attached signed cancelled cheque)
  - i) Bank Name & Address
  - ii) Bank Account Number
  - iii) Bank Branch Code
  - iv) IFSC Code of Branch
  - v) Nature of account (current/saving/OD/CC)
7. Main lines of Business
  - i. \_\_\_\_\_ since \_\_\_\_\_
  - ii. \_\_\_\_\_ since \_\_\_\_\_
  - iii. \_\_\_\_\_ since \_\_\_\_\_
8. Annual Turnover of past three year
  - i. \_\_\_\_\_
  - ii. \_\_\_\_\_
  - iii. \_\_\_\_\_
9. Past Experience:-

Name of Organization	Period	Reference of Contract	Order Value contract wise

10. Any other

Signature & Stamp of Bidder

**Acceptance certificate**

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Here by accept the terms and conditions given on page no.-..... of the tender document

**(NIT No. 05 /EMD-I/162/DCRTPP/2017-18 Dated:29-11-2017).**



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

\_\_\_\_\_

\_\_\_\_\_

Date:

Place:

 <p><b>HPGC</b> ANISO9001 IAF01 &amp; OHSAS18001 CERTIFIED COMPANY</p>	<p align="center"><b>HARYANA POWER GENERATION CORPORATION LTD.</b>  <b>Regd. Office- C-7, Urja Bhawan, Sec-6, Panchkula</b>  (Corporate Identity Number: U45207HR1997SGC033517)  Website: <a href="http://www.hpgcl.org.in">www.hpgcl.org.in</a>, E-mail : <a href="mailto:xenemddcrtpp@gmail.com">xenemddcrtpp@gmail.com</a>, Fax No. 01732-204513</p>	 <p align="center"><b>HARYANA</b> <b>SWARNA UTSAV</b> October 2011 - 31 October 2012 TRANSFORMING HARYANA - PROGRESSING HARYANA</p>
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NIT No. 05 /EMD-I/162/DCRTPP/2017-18

Dated:29-11-2017

**Benefits / Concessions to the Haryana based Micro, Small and Medium Industrial Enterprises in the State Public Procurement as under (G.O. No.- 2/2/2016-41B11 (1) dated 20.10.2016 & G.O. No.-2/2/2016-41B11 (2) dated 20.10.2016 regarding performance security deposit):-**

**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 fulfilment of conditions as per eligibility	Manufacturing Micro & Small Enterprises(MSEs) (Including Khadi & village Industries/Units) who have filed
2	Earnest Money Deposit (EMD)	Exemption on the payment of Earnest Money Deposit (EMD) subjected to fulfilment of conditions as per eligibility	Entrepreneur Memorandum in Haryana in respect of the quoted items, participate directly in tender and not through any intermediaries (their
3	Performance Security	90% concession on performance security as applicable to other Haryana based firm's subject to fulfilment of condition as per eligibility.	dealers/agent/distributors), will not subcontract to any other firm and to carry the entire manufacturing at their enterprise.
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	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.
5	Past performance & Experience	Exempted in respect of Past Performance & Experience as part of requirements of the tender subject to fulfilment of conditions as per eligibility.	Manufacturing Micro & Small Enterprises(MSEs) (Including Khadi & village Industries/Units) who have filled Entrepreneur Memorandum in Haryana and further:-
6	Purchase Preference	50% of the total tendered quantity providing quoting price within band of L-1+15% by bringing down their price to L-1 and subject to condition that it agrees to fulfilment of other terms & conditions of the tender and further subject to fulfilment to conditions as per eligibility.	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 were 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-D-I

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NIT No. 05 /EMD-I/162/DCRTPP/2017-18

Dated:29-11-2017

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

Sr. No.	Area as part of requirements	Concessions benefits allowed to MSEs	Eligibility
1	Past Performance & Experience	Exemption on requirements of Past Performance & Experience as part of requirements of the tender subject to fulfilment 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-D-II
2	Purchase Preference	10% of the total tendered quantity provided quoting price within band of L-1+15% by bringing down their price to L-1 and subject to condition that it agrees to fulfilment of other terms & conditions of the tender and further subject to fulfilment of conditions as per eligibility.	

**(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

Further, the benefit of discounting of 50% Haryana VAT revinue 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.

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NIT No. 05 /EMD-I/162/DCRTPP/2017-18

Dated:29-11-2017

**CHECK LIST FOR BIDDER**

<b>Sr. No.</b>	<b>Technical Specification</b>	<b>Bidder Response (Yes or No)</b>
1.	Acceptance of all terms & conditions of tender.	
2.	Documentary Evidence regarding Qualification Criteria	
	i) Proof for possessing the Labour License from Labour Department, Govt. of Haryana or requisite undertaking.	
	ii) Permanent EPF Registration number from Provident Fund Commissioner.	
	iii) Experience Certificates duly attested for successfully providing work as prescribed in NIT.	
	iv) ESI Number.	
	v) PAN Number / TAN Number.	
	vi) GST Registration Number along with HSN code	
	vii) Proof Regarding Pre Qualifying Requirements (PQRs) / Eligibility Criteria.	
3.	Authority letter in the name of the Authorized Person who has signed the Tender Document / Price Bid on behalf of the Contractor / Company if any.	