

**Schedule-'B-1'**  
**(Referred to in regulation 7.1)**

 <b>HPGCL</b> An ISO:9001, ISO: 1400and OHSAS : 18001 certified company	<b>PANIPAT THERMAL POWER STATION</b> A Unit of Haryana Power Generation Corporation Ltd. (Corporate identity Number : U45207HR1997SGC033517) Assandh Road, Panipat - 132105 Ph:0180-2566006, Fax:0180-2566375, e-mail:xenproc2.ptpsl@hpgcl.org.in Website:-www.hpgcl.org.in, GST No.-06AABCH4536J1ZM Taxpayer Legal / Trade Name: - Haryana Power Generation Corporation Ltd.
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**ONLINE NOTICE INVITING TENDER**

Tender Enquiry No.	PTP/POM-200537
Description of Item	Supply of Troughing Roller for for CHP-III, PTPS, Panipat
Start date and time of tender uploading	18.08.2023 at 17:00 Hrs
Last date for submission of tender	20.09.2023 upto 13:00 Hrs
Technical Opening (Part-I)	27.09.2023 at 13:00 Hrs
Tender Fee (Non –refundable)	Rs.1180/-(Exemption allowed only to Haryana Based Small & Micro firms, See Annexure-D for details)
e-service Fees (Non –refundable)	Rs.1180/-
Earnest Money (Rs.)	Rs. 35,718/-
Instructions to bidder	As per Annexure-I
General Instructions to Tenderers	As per Annexure-II
Benefits / Concessions to the Haryana based Micro, Small and Medium Industrial Enterprises in the State Public Procurement and Negotiation Policy	As per Annexure-III
Technical Specification, Quantity & Delivery Schedule For Supply of Troughing Roller for for CHP-III, PTPS, Panipat	As per Annexure-IV
GENERAL TERMS AND CONDITIONS OF CONTRACT	As per Annexure-V
STATEMENTS OF BIDDERS	As per Annexure-VI
Technical bid Check List Format	As per Annexure-VII
Undertaking for acceptance of all terms and conditions of NIT	As per Annexure-VIII

**Instructions for the Bidders:**

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

The tender documents of only those bidders shall be considered who fulfill the following eligibility criteria and submit documentary evidences in support of the same:-

(a) The bidder should be Original Equipment Manufacturer/ Supplier (OEM/OES)

OR

The bidder to be manufacturer of same or similar item or have successfully executed purchase orders for supplying same/similar item in HPGCL/NTPC/ any State Electricity Board/any Public Sector Undertaking / any Corporation/Central Govt./ State Government Undertaking/Semi Govt. or any Thermal Power Plant during last 7 years ending **May 2023** along with copy of satisfactory performance certificate / repeat order from the same organization. The experience of execution of purchase order should be as under:-

- Single order of value not less than Rs. 14.28 Lacs  
Or
- Two orders of value not less than Rs. 8.92 Lacs each.  
Or
- Three orders of value not less than Rs. 7.14 Lacs each.

(b) The bidder should certify having testing facilities at its works or the testing will be carried out at any Govt. approved test laboratory acceptable to HPGCL. HPGCL shall notify the list of the acceptable lab.

(c) The bidder annual turnover shall not be less than Rs. 1785902/- for last 3 consecutive financial years i.e. 2020-21, 2021-22 and 2022-23.

(d) The bidder should certify that it has not been blacklisted by any organization presently.

However in case such certification is found wrong at a later stage, then it will be construed as misrepresentation of facts and the bidder shall be liable for blacklisting and other penal actions.

- (e) Bidder has to supply valid GST registration certificate, as on date, of place of supply.
- (f) Bidder will have to submit following undertaking on its letter head:
  - (i) That GST Registration Certificate of place of supply i.e.,.....is valid as on date.
  - (ii) That no default has ever been made by bidder in filing the various GST returns and deposit of GST dues with the department.
  - (iii) That Bidder is having multiple registrations under GST i.e., .....and no default has ever been made by bidder in filing the various GST returns and deposit of GST dues with the department for above GST Numbers. If a default is found at a later stage under a GST number even if the GST number pertains to some other state, then it will be construed as misrepresentation of facts and will make the vendor ineligible to participate in tender

**Note: -**

- i. The firm should submit authentic supporting documents for proving its credential.
- ii. Original documents may be asked for verification at the time of finalizing the tender.
- iii. Decision of the HPGCL regarding fulfillment of pre qualification requirement shall be final and binding upon the bidders.

Executive Engineer/Proc-II,  
for CE/PTPS, PTPS,  
HPGCL,Panipat.

**Instructions to bidder on Electronic Tendering System**

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

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

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

**2. Obtaining a Digital Certificate:**

**2.1** The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

**2.2** A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – . <https://etenders.hry.nic.in>

**2.3** The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities.

**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://etenders.hry.nic.in>

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

In order to bid online on the portal . <https://etenders.hry.nic.in> , the user machine must be updated with the latest Java. The link for downloading latest java applet is available on the Home page of the e-tendering Portal.

## 5 **Online Viewing of Detailed Notice Inviting Tenders:**

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at . <https://etenders.hry.nic.in>

## 6 **Download of Tender Documents:**

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

## 7 **Key Dates:**

The 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. The bidders can submit their tender documents (Online) as per the **KEY DATES** given below:-

Sr. No.	Department Stage	Tenderer's Stage	Start date and time	Expiry date and time
1	Tender Authorization & Publishing	-----	<b>18.08.2023</b> at <b>17:00 Hours</b>	20.09.2023 at 13:00 Hours
2	-----	Downloading of Tender Documents & Bid Preparation & Bid submission	<b>18.08.2023</b> at <b>17:00 Hours</b>	20.09.2023 at 13:00 Hours
3	-----	Last date of submission of EMD online	20.09.2023 at 13:00 Hours	
4	Technical Opening (Part-I)	-----	<b>27.09.2023</b> at 13:00 Hours	---
5	Shortlisting of Technical bids & Opening of Financial Bid	----	Will be intimated to the firms on their E-mail	

## 8 **Bid Preparation (Technical & Financial) Online/offline 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 It is advised that the bidder make the payment for EMD via RTGS / NEFT to the beneficiary account number as mentioned in the challan atleast T+2 day (Transaction + Two day) two day in advance to the last day for validation of credit of EMD into the account. If the tenders are cancelled or recalled on any grounds, the tender document fees & e-service fee will not be refunded to the bidders.

8.3 The bidders shall upload their technical offer containing documents, qualifying criteria, technical specification, schedule of deliveries, and all other terms and conditions except the rates (price bid).

The bidders shall quote the prices in price bid format.

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

**9. EMD Exemption Criterion**

The following are exempted from depositing the earnest money:-

- i) Public Sector Undertakings of the Central / Haryana State Government.
- ii) Firms borne on D.G.S.&D / DS&D Haryana rate contracts.
- iii) Firms registered with the Director of Industries, Haryana or registered with National Small scale Industries Corporation, Govt. of India. MSME Haryana who have filed Entrepreneur Memorandum in Haryana in respect of quoted items, participate directly in tender not through any intermediaries (their dealers/agent/distributors) will not subcontract to any other firm and to carry the entire manufacturing at their enterprise. The exemption shall be for the specified items which are available on Director of Industries, Haryana/ NSIC Rate Contracts.
- iv) Haryana based Micro, Small and Medium Industrial Enterprises in the State Public Procurement in line with G.O. No.-02.02.2016-41B11 (1) dated 20.10.2016 as per Annexure-III.
- v) Firms borne on the HPGCL's approved list of suppliers which may have made a permanent earnest money deposit of Rs.10.00 Lacs at the respective Project/office of HPGCL or Rs. 20.00 Lacs for quoting anywhere in HPGCL, if they quote the Registration number given by the respective project/office of HPGCL in their tender papers.

**NOTE:-**

- (A) If bidder fails to complete the Online Bid Submission on or before the stipulated date and time, it will be considered as "bid not submitted", and hence will not appear during tender opening stage.
- (B) Bidders participating in online tenders shall check the validity of their Digital Signature Certificate before participating in the online Tenders at the portal . <https://etenders.hry.nic.in>
- (C) For help manual, please refer to the 'Home Page' of the e Procurement website at . <https://etenders.hry.nic.in> and click on the available link 'How to online' download the file.

XEN/Proc-II,  
For SE/MM&Stores, PTPS, Panipat

**ANNEXURE-II****General Instructions to Tenderers**

1. Tenders are invited in **Two Parts** on behalf of CE/PTPS, HPGCL, Panipat for Supply of Plummer Block for CHM.
2. The tender shall only be submitted on the centralized e-Procurement Portal i.e. <https://etenders.hry.nic.in> . No any other form of tender shall be entertained.
3. The tender documents can be downloaded from the portal <https://etenders.hry.nic.in>
4. Application for bidding, conditions of the contract and other information can be had from the office of XEN/Proc-II ([xenproc2.ptps@hpgcl.org.in](mailto:xenproc2.ptps@hpgcl.org.in)) on any working day prior to last date of submission of tenders. The payment of Tender Document Fee and eService Fee can be made online directly through Debit Cards & Internet Banking Accounts. The payment of Earnest Money can be made by eligible bidders/contractors online directly through RTGS/NEFT.
5. **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.
6. Before submitting tenders, the instructions may be read carefully regarding submission of tender. If any bidder finds discrepancies or omissions in the tender documents or is in doubt as to the true meaning of any part, he shall clarify same from tender issuing office in writing before the due date of submission of the bid.
7. **Unless exempted specifically, tenders not accompanied with the prescribed EMD/Cost of Tender shall be rejected. EMD/Cost of Tender shall be in the prescribed mode of payment as asked in the NIT, otherwise, the tender shall be liable to be rejected.**

**Note:**

  - (i) **EMD is exempted only for the bidders as per instructions/guidelines contained at Sr. No.7 of Annexure-V (General T&Cs).**
  - (ii) **Tender documents fee @ Rs. 1180/- is exempted only for Haryana based Micro & Small firms as per guidelines mentioned in Annexure-III. Without online submission of EMD & tender documents fee (except for eligible bidders as per point (i) & (ii) above, the tender shall be rejected).**
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.
9. **The validity of the tender/offer should be for 120 days from the date of opening of the price bid.**
10. The tender documents can also be seen on HPGCL Website i.e. [www.hpgcl.org.in](http://www.hpgcl.org.in).
11. The tenderer will quote their rates strictly as per Rate Quoting Sheet of tender.
12. Rates shall be quoted by the tenderer, item wise with price breakup on FOR destination basis. No deviation in terms shall be allowed. However, if not provided separately, then loading of Packing & Forwarding, Freight and Transit Insurance shall be done, for comparison purposes, as under:
  - a) Packing & Forwarding: @ 0.5% of basic rate.
  - b) Freight: @ 4.0% of basic rate or the railway freight on the basis of published goods tariff of Indian Railways or freight on the basis of publication/certification of some approved transporter in case of any other mode of transport declared in the NIT, whichever is higher.
  - c) Transit Insurance: @0.25% of basic rate.

- d) Loading on account of deviation in payment terms shall be made @ 0.5% per week or part thereof at the time of preparation of comparative statement.
13. Purchase preference of the tendered quantities may be allowed as per policy of the State Government to the Industrial Units located in Haryana on the lowest valid rates if tenderer so claims with requisite documentary evidence.
  14. The bidders shall observe the highest standards of ethics during the submission of tender, procurement and execution of the contract. In case of evidence of cartel formation by the bidder(s), EMD is liable to be forfeited.
  15. The bidder shall bear all costs including bank charges, if any, associated with the preparation and submission of bid and the purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
  16. Any statutory taxes/duties/other levies, if to be charged extra should be clearly indicated by tenderer in their offer separately, failing which it will be presumed that their quoted prices are inclusive of all such statutory taxes/ duties/other levies.
  17. 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.
  18. Opening of Tender:-The tenders will be opened in the office of XEN/Proc.-III, PTPS, HPGCL, Panipat in the Presence of authorized representative of the tenderers, if they so desire, at the time and date NO for opening of tenders or in case any extension was given thereto on the extended tender opening date and time. Tenderer's 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 tenderers whose 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. 35,718/- is applicable.
      - 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 earnest 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.
  19. 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 thermal plant presently should be given by the bidder. The bidder shall be responsible for the consequences of wrong declaration, if found at any stage.
  20. The order shall be placed on a bidder whose overall delivered price (including all taxes & duties etc.) are lowest.
  21. Purchaser reserves the right to cancel the NIT or to change qualifying requirement or to reject any or all the tenders so received, without assigning any reason.

XEN/Proc-II,  
For SE/MM&Stores, PTPS, Panipat

## Annexure-III

**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.	
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 fulfillment of other terms & conditions of the tender and further subject to fulfillment 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 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-III-A

**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



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 fulfillment of other terms & conditions of the tender and further subject to fulfillment of conditions as per eligibility.	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-III-B
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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. 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 scenarios 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/Proc-II,  
For SE/MM&Stores, PTPS, 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 relevant 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

## Annexure-III-B

**(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

**Government of Haryana**  
**Department of Industries & Commerce**

ORDER

G.O. No. 2/2/2016- 4IBII(2)

Dated: 20/10/2016

**Subject:** Amendment in Performance Security Deposit of the successful tenderer in Procurement of Stores/Goods through Supplies & Disposals Department, Haryana.

The Policy Guidelines as at Clause No. 13(iv) of Govt. Order No. 2/2/2010 4I BII of dated 28.05.2010 provides for Performance Security Deposit to the successful tenderer uniformly @10% of the order value or estimated value of Rate Contract as per DGS&D norms. During the High Powered Purchase Committee Meeting, the various bidding firms had submitted that the amount of Performance Security Deposit being imposed by the State is comparatively higher as compared to other States and its high value is also reflected in the Financial Bids. The tendering firms have further requested to reduce the amount of Performance Security Deposit to the successful tenderer as the cost benefit of the same will be automatically reflected in the pricings of the Goods/ Stores procurement.

Having considered the same, the Government has decided that Performance Security Deposit of the successful tenderer shall be as under:-

Sr. No.	Type of Firm/Enterprises	Value of Performance Security Deposit
1	Haryana based firms:- (i) # Haryana Based Micro and Small Enterprises (MSEs)  (ii) Haryana based other firms/enterprises	(i) @0.2% of the order value or estimated value of Rate Contract (where maximum value of rate contract (RC) is indicated, it will be on the basis of the same)  (ii) @2% of the order value or estimated value of Rate Contract (where maximum value of rate contract (RC) is indicated, it will be on the basis of the same)
2	Other States/ UTs based firms	@5% of the order value or estimated value of Rate Contract (where maximum value of rate contract (RC) is indicated, it will be on the basis of the same)

# Haryana based MSEs will be eligible for performance security deposit @ 0.2% who have filed Entrepreneurs Memorandum ( Micro or Small Enterprise category) in the Industries Department Haryana and who participate directly in the tendered/quoted items and offering to supply the entire quoted quantity manufactured from their own Haryana based unit.

The Clause No. 13(iv) of Govt. Order No. 2/2/2010 4I BII of dated 28.05.2010 is amended to the above stated extent. Further, these guidelines shall be applicable to all the cases of Fixed Quantity purchase of Stores/ Goods and Rate Contracts which are tendered after the date of issue of these guidelines.

This issues with the concurrence of Finance Department conveyed vide their U.O. No. 1/48/2016-4FD III/27758 of dated 03.10.2016.

The above instructions may be brought to the notice of all concerned.

Dated: 19.10.2016

Devender Singh  
Principal Secretary to Government Haryana,  
Industries & Commerce Department

**Government of Haryana**  
**Finance Department**

No:- 14/29/2023-6FA

From

The Additional Chief Secretary to Government of Haryana,  
Finance Department

To

1. All the Administrative Secretaries to Government Haryana.
2. All the Heads of Departments, Statutory Bodies, Boards and Corporations.
4. The Registrar General, Punjab & Haryana High Court, Chandigarh.
5. All the Commissioners of Divisions, Ambala, Karnal, Faridabad, Gurugram, Hisar and Rohtak.
5. All the Deputy Commissioners and Sub Divisional Officers (Civil) in Haryana.
6. All the Chief Principal Secretary, Principal Secretary and Additional Principal Secretary/Officers on Special Duty/Senior Secretaries/Secretaries/Private Secretaries for the information of Hon'ble Chief Minister, Deputy Chief Minister and Ministers of Haryana State.

Dated: 26.05.2023

**Subject:-** Amendment in negotiation policy in respect of Procurement of Goods/Stores (Fixed Purchase & Rate Contracts), Turnkey and Services.

Sir,

I am directed to invite your kind attention to the subject noted above and inform that the matter regarding amendment in negotiation policy of the State in respect of Procurement of Goods/Stores (Fixed Purchase & Rate Contracts), Turnkey and Services was under consideration of the State since some time. The matter has been considered and the following amendments as detailed below are made with immediate effect:-

Sr. No.	Govt. Order No. and Para	Existing procedure of negotiation	Proposed procedure of negotiation	
			Competency level	Procedure of negotiation in respect of procurements of Goods & Stores (both Fixed Purchase and Rate Contract), Turnkey and Services
1	2/2/2010-4-1B-II dated 16.06.2014 Para-3(i)	"..... Para-3(i):- The price discovery for cases related to purchase of specific quantity of Stores, Goods and award of Turnkey Contracts shall be generally determined based on the rates quoted by the L <sub>1</sub> bidder if the quoted rates are found to be reasonable by the Indenting Departments, and negotiations, if any, held with the lowest bidder. However, the negotiation could be held upto L <sub>3</sub> bidder, if the different between the L <sub>1</sub> quoted rates and those	Procurement Committees namely Standing Purchase Committee (Lower), Standing Purchase Committee (Higher) and Committee constituted for Procurement Of Consultant/ Order No.2/1/2015-4IB-II dated	The price discovery for cases related to procurement of Goods & Stores (both Fixed Purchase and Rate Contract), Turnkey and Services be determined based on the rates quoted by the L <sub>1</sub> bidder if the quoted rates are found to be reasonable by the Indenting Department/ Organization, and negotiations, if any, held with the lowest bidder (L <sub>1</sub> ) only. The Committee will ensure the rates reasonability while finalizing the

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Finance Department**

		<p>quoted by L<sub>2</sub> &amp; L<sub>3</sub>, is within 5% of the L<sub>1</sub> quoted rates. In cases where the L<sub>1</sub> bidder refuses to further reduce his offered price and the L<sub>2</sub> or L<sub>3</sub> bidders come forward to offer a price which is better than the price offered by L<sub>1</sub> bidder, the bidder whose price is accepted becomes the L<sub>1</sub> bidder.</p> <p>However, in such a situation, the original L<sub>1</sub> bidder may be given one more opportunity to improve upon the discovered price. In case, the original L<sub>1</sub> bidder further improve upon the price discovered during the negotiations, he would be treated as the L<sub>1</sub> bidder."</p>	04.06.2015 for their respective scope	procurement.
2	2/2/2010-4-18.06.2013 Para-4(iv)	<p>"----- Para-4(iv):- The price discovery for Rate Contracts shall be generally determined based on the rates quoted by the L<sub>1</sub> bidder and negotiations, if any, held with the lowest bidder. However, the Rate Contract negotiation could be held upto L<sub>3</sub> bidder, if the different between the L<sub>1</sub> quoted rates and those quoted by L<sub>2</sub> &amp; L<sub>3</sub>, is within 5% of the L<sub>1</sub> quoted rates. In cases where the L<sub>1</sub> bidder refuses to further reduce his offered price and the L<sub>2</sub> or L<sub>3</sub> bidders come forward to offer a price which is better than the price offered by L<sub>1</sub> bidder, the bidder whose price is accepted becomes the L<sub>1</sub> bidder.</p> <p>However, in such a situation, the original L<sub>1</sub> bidder shall be given one more opportunity match the discovered price. In case of acceptance, he would be treated as the L<sub>1</sub> bidder</p> <p>(v) On determination of the price discovery pursuant to the above process, a counter - offer would be made to all such eligible bidders whose quoted price is within 10% of the L<sub>1</sub> quoted price, for acceptance of the discover / offered price. Such of the eligible bidders whose quoted price exceed 10% of the L<sub>1</sub> quoted price shall not be eligible for consideration of the Rate Contract.</p> <p>(vi) The bidders, agreeing to accept the counter-offer of the discover price following the above process, may be approved on the Rate Contract"</p>	<p>Procurement Committees namely High Powered Purchase Committee (HPPC) constituted vide Order No.2/7/2014-4IB-II dated 10.12.2019 (and amended from time to time), Special High Powered Purchase Committee (SHPPC) constituted vide Order No.2/7/2006-4IBII dated 29.06.2011 (and amended from time to time) and Department High Powered Purchase Committee (DHPPC) constituted vide Order No.2/1/2021-4IB-II dated 12.01.2021 (and amended from time to time) for their respective scope.</p>	<p>The price discovery for cases related to procurement of Goods &amp; Stores (both Fixed Purchase and Rate Contract), Turnkey and Services may be generally determined based on the rates quoted by the L<sub>1</sub> bidder if the quoted rates are found to be reasonable by the Indenting Department/ Organization, and negotiations, if any, held with the lowest bidder.</p> <p>A. However, negotiation could be held upto four number of such bidder(s), in addition to L<sub>1</sub> bidder in cases where there are bidders falling within 5% of the L<sub>1</sub> bidder. In cases where the L<sub>1</sub> bidder refuses to further reduce his offered price and any of the four bidders come forward to offer a price which is better than the price offered by L<sub>1</sub> bidder, the bidder whose price is accepted becomes the L<sub>1</sub> bidder.</p> <p>However, in such a situation, the original L<sub>1</sub> bidder may be given one more opportunity to improve upon the discovered price. In case, the original L<sub>1</sub> bidder further improve upon the price discovered during the negotiations, he would be treated as the L<sub>1</sub> bidder.</p> <p>B. In cases where there is no bidder within 5% of the L<sub>1</sub> bidder:-</p> <p>(i) L<sub>2</sub> bidder will be invariably called for negotiation in addition to the L<sub>1</sub> bidder.</p> <p>(ii) L<sub>3</sub> bidder will also be called, if it is so decided by the Minister-in-Charge, in addition to L<sub>1</sub>, L<sub>2</sub> bidders.</p>

The other provisions as contained in policy orders dated 18.06.2013 and 16.06.2014 will remain the same.

2. In addition to above, the Benefits/Concessions applicable to MSMEs/Startups of the State under "Purchase Preference" as contained in Govt. Order No. 2/2/2016-4I-BII

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dated 13.08.2021 and 2/2/2016-4IB-II dated 03.01.2019 will also remain applicable in the amended negotiation provision as above.

The above instructions may be brought to the notice of all concerned for its implementation with immediate effect.

*Pawan Kumar*  
Superintendent Finance Accounts,  
for Additional Chief Secretary to Government of Haryana,  
Finance Department

Endst. No. 14/29/2023-6 FA

Dated 26.08.2023

A copy is forwarded to the following for information and further necessary action:

1. The Principal Accountant General (A&E/Audit), Haryana, Chandigarh
2. The Director General, Supplies & Disposals Department, Panchkula. Original file is enclosed herewith.
3. The Director, Treasuries and Accounts Department, Haryana, Chandigarh.

*Pawan Kumar*  
Superintendent Finance Accounts,  
for Additional Chief Secretary to Government of Haryana,  
Finance Department

CC:-  
In-Charge, Computer Cell (FD)

**Annexure-IV****Technical Specification, Quantity & Delivery Schedule For Troughing Roller for for CHP-III, PTPS, Panipat**

(At least 15 days advance intimation shall be given by the Supplier to Consignee before the inspection of material failing which damages for delay will be imposed on supplier and an advance intimation of 15 days before dispatch of material failing which demurrage, warfage charges will be to the account of Supplier. Copies of such intimation shall be sent to the purchaser also)

Sr. no.	MTL Code	MTL Description/Specification	Name of Consignee	Destination of consignment	UOM	Qty	Delivery Period
1	13183105 1050006	COAL HANDLING SYSTEM SPARES ITEM NAME:TROUGHING ROLLER PART NUMBER:NOT AVAILABLE ASSEMBLY:IDLER EQUIPMENT:CONVEYOR BELT MAKE:NOT AVAILABLE MODEL/SIZE:1200 MM ADDITIONAL INFORMATION:35DEG,CHM-II	XEN/Store (O&M), PTPS, Panipat	PTPS, Panipat	NO	680	Within 90 days from the date of issue of PO/LOI whichever is earlier.
<b>Note:</b>							
i) Quantity of the material can be reduced upto any extent at any stage before placement of PO at the sole discretion of HPGCL.							

XEN/Proc-II,  
For SE/MM&Stores,  
PTPS, Panipat



**GENERAL TERMS AND CONDITIONS OF CONTRACT****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 despatched 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.
- 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 GST etc., the 'Contract value' would mean FOR destination prices, given in the PO inclusive of GST, other statutory levies etc. as the case may be.
- t) 'Total Contract Value' shall mean contract value plus statutory dues like GST 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 are as under:

Supplier: M/s. \_\_\_\_\_ (On which P.O. is placed)

Purchaser: \_\_\_\_\_ Panipat Thermal Power Station, (A Unit of Haryana Power Generation Corporation Ltd.), Asandh Road, Panipat -132105.

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.

**4) RESPONSIBILITY OF THE SUPPLIER FOR EXECUTION OF THE CONTRACT:**

i) Risk of Material: - The Supplier shall execute the Contract in all respect in accordance with these terms & conditions. The materials and every constituent part thereof, whether in possession or control of the Supplier, his agents or servants or in joint possession of the Supplier, his agent, Servants and the Purchaser, shall remain in every respects at the risk of the Supplier and Supplier shall be responsible for all loss, destruction, damage or deterioration of or to the material from any cause whatsoever while the material after test and inspection is awaiting dispatch or delivery or in course of transit from the Supplier to the consignee. The Supplier shall be entitled and responsible to make claims against the Railway Administration or other carrier in respect of non-delivery, short delivery, miss-delivery, loss, destruction, damage or deterioration of the material entrusted to such carrier by the Supplier for transmission to the Consignee.

ii) Consignee's right of rejection: Notwithstanding any approval which the Purchaser may have given in respect of the material, it shall be lawful for the consignee to reject the material or any part thereof of on behalf of purchaser within reasonable time after actual delivery thereof to him at the place or destination specified in the Schedule. If the material or any part or portion thereof is not in all respect in conformity with the terms and conditions of the contract, whether on account of loss, deterioration or damage before dispatch or during transit or otherwise howsoever.

The provision relating to the removal of material rejected by the Purchaser or his authorized Agent shall, mutatis mutandis, apply to material rejected by the consignee as herein provided.

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

**5) PRICES:**

(i) **The prices shall remain FIRM for the entire contract of the ordered material, subject to no variation in any circumstances** Item wise prices 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 should be allowed. However if not provided separately, then loading of Packing & Forwarding, Freight and Insurance shall be done, for comparison purpose, as under:

- (a) Packing & Forwarding : @ 0.5% of the basic rate.  
 (b) Freight : @ 4.0% of the basic rate.  
 (c) Transit Insurance : @ 0.25% of basic rate.

(ii) GST i.e. Goods & Service Tax, The Goods & Service Tax, if extra, shall be paid as per actual within the delivery period of production of following certificate: a.) Certified that transactions on which tax has been claimed will be included in the return to be submitted to the GST authorities for assessment of GST and the amount claimed from the HPGCL shall be paid to the GST authorities. b.) Certified that the goods on which GST has been charged have not been exempted from GST Act or rules made there under. The charges on account of GST on these goods are correct under the provisions of the relevant Act or 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 GST by us.

d.) Certified that we are registered as dealer and our Haryana/CST no. is ----- . Our GST 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.

**(iv) Foreign Exchange variation:**

In case of the contract for procurement is in foreign currency then the applicability of the foreign exchange variation should be clearly defined. The period of the applicability of the exchange variation should be restricted according to the delivery schedule. Ordinarily the exchange variation should not be permitted in the extended period of the delivery.

**6) TECHNICAL PARTICULARS** Material as per the specifications given in **Annexure –IV** is required. Deviation in specifications will not be acceptable. It would therefore be in the interest of bidder to study the specifications, drawings etc. in the tender schedules before quoting

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

Every bidder, while submitting his tender, shall be required to give the earnest money deposit specified in the e-NIT of **Rs. 35,718/- EMD through online mode at e-portal only shall be accepted.** 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 /ARC 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.

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.
  - i) Firms registered with the Director of Industries, Haryana or registered with National Small scale Industries Corporation, Govt. of India. The exemption shall be for the specified items which are available on Director of Industries, Haryana/ NSIC Rate Contracts. Please refer Annexure-III of the NIT for details.
- iii) Haryana based Micro, Small and Medium Industrial Enterprises in the State Public Procurement in line with G.O. No.-02.02.2016-41B11 (1) dated 20.10.2016 as per Annexure-III of the NIT.
- iv) Firms borne on the HPGCL's approved list of suppliers which may have made a permanent earnest money deposit of Rs.10.00 Lacs at the respective Project/office of HPGCL or Rs. 20.00 Lacs for quoting anywhere in HPGCL, if they quote the Registration number given by the respective project/office of HPGCL in their tender papers.

The earnest money furnished by the successful tenderer on whom the purchase order is placed shall be converted into security deposit (@ 2% of the contract value) 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.

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/ARC has been issued but the supplier refuses to comply with it, the EMD deposited by him shall be forfeited in full, irrespective of whether the HPGCL sustains any loss on account of his default or not. This forfeiture shall be without prejudice to the right of HPGCL to claim any other damages as admissible under law as well as to take such administrative action against the supplier as blacklisting etc.
- iii) Where the purchase order has been complied with but the supplier stops making the supplies after partially fulfilling the purchase order, the security deposit shall be retained and adjusted against any loss that may be caused to HPGCL through risk purchase from alternative source and/or any other damage recoverable from the supplier under the terms of contract.
- iv) In the event of breach of a contract in any manner, the security deposit shall be forfeited and adjusted against the claim of HPGCL on the supplier for any damages or for any loss sustained by HPGCL on account of such breach.
- 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 warranty period on the certificate of the purchaser for satisfactory completion of the warranty period.

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

#### 8) PAYMENT TERMS:-

The payment shall be made along with full taxes after deducting GST/TDS as per applicable rates. The Bank Guarantee, if applicable, should be submitted on the HPGCL, prescribed format, on Non-Judicial Stamp Paper of Rs.15/- and the same should be sent to Sr.A.O ,PTPS, Panipat along with the bills & invoices under intimation to this office. Subject to any deductions which the purchaser may be authorized to make under this contract, the payment for the material shall be made as under:-

**"100% payment shall be made after 21 days of receipt of material at site in good condition and after receipt of 10% PBG and submission of required documents."**

10% PBG (as amended time to time by Govt.), valid for GW period should be in favor of Sr.A.O, PTPS, HPGCL Panipat. **All bank charges shall be borne by supplier.** Part payment & part supply there of shall be applicable

Note: Receipt of material at site shall mean receipt of material in accordance with terms of the Contract after test and inspection by the Purchaser or his authorized agent, along with the requisite documents specified in clause no. 11.

#### 9) MODE OF PAYMENT:-

Payment shall be released by the Sr. Accounts Officer (O&M-I), PTPS, Panipat by account payee cheque payable at \_\_\_\_\_/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 (O&M-I), PTPS, Panipat.

#### 10) DELIVERY PERIOD AND DAMAGES FOR DELAY:-

- 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.
- **Delivery period shall be strictly as per Annexure-IV**
- 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 @ 0.5% per week or part thereof of the delay of the value of the goods so delayed where the part supply is acceptable and of the PO value where part supply is not acceptable, subject to a maximum of 5% of the total value of the delayed / undelivered supplies.
- In case the delivery schedule provides lot wise delivery of material, lot wise penalty shall be imposed
- The material dispatched by a supplier after the expiry of the delivery period will not be accepted by the Consignee without the approval of the Purchasing Authority.
- The delivery period shall be reckoned from the 7<sup>th</sup> day of issue of P.O. / L.O.I. whichever is earlier.
- Extension in Delivery Schedule: No extension of dates on which the delivery is due as per the terms of Purchase Order shall be granted except under force-majeure circumstances as defined under clause of the

contract/PO. Acceptance of a delayed supply shall be at the sole discretion of the Purchasing Authority and shall be subject to the levy and recovery of applicable liquidated damages as prescribed under contract/PO.

- In exceptional circumstance, where the supplier applies for an extension of the due date of delivery well before the due date, and advances good and valid reasons for claiming extension to the satisfaction of the Purchasing Authority, the Authority may grant such extension by amending the relevant clauses of the Purchase Order, with no extra financial liability on HPGCL on account of increase in statutory levies, etc. during the extended period. Further, in the event of grant of extension, no penalty/liquidated damages in terms of clauses of contract/PO shall be leviable or recoverable from the supplier.

#### 11) TESTS AND STAGE INSPECTIONS:-

The tests and inspections shall 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 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, acceptable to HPGCL.

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.

Supplier shall dispatch the material with copy of inspection report and manufacturer test certificate, immediately after inspection but not later than 10 (Ten) 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 10 days of receipt of waiver letter or 15 days of dispatch of waiver letter, whichever is earlier.

#### 12) DOCUMENTATION:-

The supplier shall submit a NO of documents as detailed below well in time to the following offices for processing his bill for pass and payment.

##### A) Executive Engineer / Procurement-3, PTPS, Panipat-132105:

- |                                   |  |
|-----------------------------------|--|
| a) Acceptance of P.O.             | b) Readiness of material / inspection call |
| c) Copy of invoice                | d) Copy of RR/GR                           |
| e) Advance intimation of dispatch | f) Test certificates                       |
| g) Copy of e-way bill             |  |

##### B) Sr.A.O./O&M-I, PTPS, Panipat-132105

- |   |                                     |
|---|-------------------------------------|
| a) Copy of invoice in triplicate          | c) Documentary/proof of GST claimed |
| b) GST Certificate                        | e) Guarantee/Warranty certificate   |
| d) Proof of insurance charges             | g) Copy of inspection report        |
| f) Interchangeability certificate deposit | h) D.D. on account of security      |
| j) Copy of RR/GR                          | i) Bank Guarantee                   |
|   | k) Copy of e-way bill               |

##### C) Concerned Executive Engineer/ Stores (Consignee copy)

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

#### 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/ wharfage 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.
- Our Taxpayer Trade / Legal Name is Haryana Power Generation Corporation Ltd. With GST No **06AABCH4536J1ZM**. The firm must associate word PTPS in suffix with their Unique Invoice No. and also upload same on auto populated details.

#### 13) 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.

#### 14) MODE OF TRANSPORT:-

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

#### 15) 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 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 intimated 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.

**16) 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 THREE MONTHS after completion of warrantee period unless otherwise agreed (Total period of PBG will be TWENTY ONE MONTHS from the date of issue of PO).

**17) GUARANTEE/ WARRANTY:**

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 reasonable time, but not, in any case, exceeding 45 days. The supplier shall, also, arrange to remove the defective supply within a reasonable period, but not exceeding 45 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 NO 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 within 45 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).

**18) FORCE MAJEURE:-**

- a. Supplier shall not be liable for loss or damage due to delay in manufacturing or delivery of the material / equipment on order as may result from any causes beyond 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 embargo, war-risk, riot and civil commotion.
- b. Whenever the supplier is not in a position to supply the material within the delivery period and he wants extension in the due date (s) of delivery under this clause, he will request for such extension of the delivery period along with all necessary evidence, before the expiry of the schedule date(s) of delivery. In no case, the delivery period shall be extended under this clause, if the request is received after the due date of delivery has expired. Extension in the delivery period may be granted only for the period for which delay in the completion of the supply is proved by the supplier for the circumstances mentioned in this clause.
- c. In all such cases, HPGCL shall have the option to accept any portion of the balance material and cancel the order for the rest, provided that if any material had been manufactured exclusively for the purchaser under this contract, prior to the commencement of the force majeure circumstance, it shall be accepted by the purchaser, and that secondly, the cancellation will be without any liability of HPGCL for damages on the part of the supplier.
- d. Non availability of raw material or any other similar cause shall not be considered as a force majeure circumstance.
- e. The decision of HPGCL in all matters under this clause shall be final and binding on the supplier.

**19) 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.

**20) ARBITRATION: -**

All matters, questions, disputes, differences and / or claims arising out of and / or concerning, and /or in connection with, and /or in consequence of, and /or relating to the contract whether or not obligations of either of both the Supplier and the Corporation under that contract be subsisting at the time of such dispute and whether or not the contract has been terminated or purported to be terminated or completed, shall be referred to the sole arbitration of MD, HPGCL or an officer appointed by the 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 the 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 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 modification thereof for the time being in force.

**21) 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.

**22) 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.

**23) 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.

**24) Replacement of Rejected Material:-**

(i) Material found sub-standard or defective or not conforming to the prescribed specification in any manner at consignee's end shall not be accepted and intimation to this effect shall be given to the supplier by the HPGCL. The supplier shall have to rectify or replace the defective / sub-standard material forthwith, and in any case, within a period of 45 days from the date of original supply, failing which the Corporation shall reserve the right to get the defect rectified at the supplier's cost or to dispose off such material and adjust the sale proceeds thereof, if any, against its claim on the supplier. The supplier shall also be notified that all expenses involved in the replacement by way of handling, transportation, storage, etc. shall be on his account.

(ii) In respect of the defective/sub standard supplies, the date on which such a supply is replaced shall be reckoned as the effective date of delivery there against, and the delay shall be worked out accordingly with reference to the date on which the supply was due as per the terms of contract, for the purpose of determining penalties/ liquidate damages recoverable under clauses of the contract/PO. Period of Guarantee / warrantee shall also be reckoned from the date of replacement.

(iii) The provisions of this condition (i) & (ii) shall apply mutatis mutandis to the material found-standard or defective during the period of warranty.

(iv) The material supplies should be declared as defective/ sub-standard, on the basis of detailed inspection/ rejection report approved by the HPGCL.

**25) NO 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 NO-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.

**26) 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.

**27) PRESERVATION PROCEDURE:**

Supplier shall submit the preservation procedure in detail provided by OEM for the storage or handling of material in store.

**28) INTEREST: No interest, whatsoever on any account, shall be paid by HPGCL.**

**29) DEVIATIONS: Any deviations from the specification mentioned in the NIT should be clearly indicated on a separate sheet titled as STATEMENT OF DEVIATIONS**

**30) 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.

**Note:-**

- 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.

**31)** The validity of the tender/offer shall be for 120 days from the date of opening of the price bid.

**32)** Terms and conditions of this NIT are governed by Works and Purchase Regulations of HPGCL, readily available at website of HPGCL ([hpgcl.org.in](http://hpgcl.org.in)). Any amendment in ibid regulations shall automatically apply to terms and conditions of the NIT.

XEN/Proc-II,  
For SE/MM&Store, PTPS, Panipat

**STATEMENT 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)**
  - i. **PAN** \_\_\_\_\_
  - ii. **TIN** \_\_\_\_\_
  - iii. **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:-**

<b>Name of Organization</b>	<b>Period</b>	<b>Reference of Contract</b>	<b>Order Value contract wise</b>

10. **Any other**

Signature &amp; Stamp of Bidder



**Technical bid Check List Format**

(To be uploaded with Tender documents)

NIT No.: PTP/POM-200537		Dated:
Sl. No.	Enclosures/ Documents required As per NIT	Bidder Response (Appropriate option to be ticked)
1	Cost of Tender Documents + e-Service Fees: Rs.2,360.00	Yes/ No
2(a)	Earnest Money Deposit (EMD) <b>Rs. 35,718/-</b>	Yes/ No
2(b)	EMD Exemption Certificate attached (If applicable)	Yes/ No
3(a)	The bidder must have an experience of having successfully executed Purchase Order(s) for supply of Return roller HPGCL / NTPC / SEBs / PSUs / Corporations / Central Govt. / State Govt. / Semi Govt. or in any Thermal Plant during last 7-years ending last day of the month previous to the one in which applications are invited, either of the following along with copy of performance certificate / repeat order from the same organization.	Yes/ No
	Proof that the bidder has executed at a Single order of the value not less than Rs. 14.28 lac	Yes/ No
	Proof that the bidder has executed Two orders, each having value not less than Rs. 8.92 lac	Yes/ No
	Proof that the bidder has executed Three orders, each having value not less than Rs. 7.14 lac	Yes/ No
3(b)	The firm shall certify that it has not been black listed by any organization presently. However in case at a later stage this certification is found wrong, then it will lead to misrepresentation of facts and firm shall be liable for Blacklisting on this account apart from other penal actions	Yes/No
3(c)	Certificate of Testing facilities on Firm's letter head, attached.	Yes/ No
3(d)	Bidder has to supply valid GST registration certificate, as on date, of place of supply as per PQR Clause 3(d)	Yes/ No
3(e)	Bidder will have to submit undertaking regarding GST on its letter Head as per PQR Clause 3(e)	Yes/ No
4	Copy of PAN No.	Yes/ No
5	Copy of GST Registration No. of Place of Supply	Yes/ No
6	Statement of Bidder duly filled in as per given format.	Yes/ No
7	Acceptance Certificate duly signed.	Yes/ No
8	Technical Specification Sheet	Yes/ No

Signature &amp; Stamp of Supplier

**To be submitted by the firm along with technical documents on their letter head.**

From

Name of the firm

To

XEN/Proc-II  
PTPS, Panipat

Subject:- Terms & Conditions of NIT No-PTP/POM-200537 for procurement of Troughing Roller for CHP-III, PTPS, Panipat

In this regard, we hereby confirm that we have accepted all the terms & conditions of the NIT No-PTP/POM-200537 for procurement of Troughing Roller for CHP-III, PTPS, Panipat

Name, Signature & Stamp of the Firm.