

Schedule-‘B-1’

 An ISO:9001, ISO: 1400and OHSAS : 45001 certified company	PANIPAT THERMAL POWER STATION A Unit of Haryana Power Generation Corporation Ltd. (Corporate identity Number : U45207HR1997SGC033517) Assandh Road, Panipat - 132105 Ph:0180-2561577 e-mail:xenproc3.ptps@hpgcl.org.in Website:-www.hpgcl.org.in, GST No.-06AABCH4536J1ZM Taxpayer Tradge / Legal Name:- Haryana Power Generation Corporation Ltd.
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(Referred to in regulation 7.1)

ONLINE NOTICE INVITING TENDER

TENDER ENQUIRY NO.	PTP/POM – 300840
DESCRIPTION OF ITEM	ANNUAL RATE CONTRACT FOR PROCUREMENT OF HI-CHROME GRINDING MEDIA BALLS FOR COAL MILLS (BBD-4760 & BBD -4772) OF PTPS, PANIPAT
QUANTITY	780 MT (+10% Quantity Increase provision)
START DATE AND TIME OF TENDER UPLOADING	25.09.2026 at 18:00 Hrs
LAST DATE FOR SUBMISSION OF TENDER	21.10.2026 up to 13:00 Hrs
TECHNICAL OPENING (PART-I)	28.10.2026 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. 10,00,000/- (Ten Lac Only)
GENERAL TERMS & CONDITIONS	AS PER ANNEXURE- A
TECHNICAL SPECIFICATIONS, QUANTITY & DELIVERY SCHEDULE OF MATERIAL	AS PER ANNEXURE-B
CHEMICAL AND METALLURGICAL PROPERTY OF MATERIAL	AS PER ANNEXURE-C1
TEST AND INSPECTION TO BE PERFORMED ON MATERIAL	AS PER ANNEXURE-C2
GUARANTEE / WARRANTY CLAUSE	AS PER ANNEXURE-C3
STATEMENTS OF BIDDERS	AS PER ANNEXURE-D
BENEFITS / CONCESSIONS TO THE HARYANA BASED MICRO, SMALL AND MEDIUM INDUSTRIAL ENTERPRISES	AS PER ANNEXURE- E
INSTRUCTIONS TO THE BIDDER FOR E-TENDER	AS PER ANNEXURE- F
GST DOCUMENTS AND COMPLIANCES	AS PER ANNEXURE-G
TECHNICAL CHECKLIST FORMAT	AS PER ANNEXURE-H

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) of Ball & Tube Mills installed at Unit-6, 7 & 8, PTPS Panipat.

OR

The bidder to be manufacturer of Hi-Chrome Grinding Media for Ball & Tube type Coal Mills of size BBD 4760 or above and 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 Aug-2026** 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. **5.96** Crores
- Or
- Two orders of value not less than Rs. **3.72** Crores each.
- Or
- Three orders of value not less than Rs. **2.98** Crores each.

- (b) The bidder is to certify having own Heat Treatment and Testing facilities at its works or the same shall be carried out at any Govt. approved test laboratory.
- (c) 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.

- (d) The bidder average annual turnover shall not be less than **Rs 7.45** crores for last 3 consecutive financial years i.e. 2023-24, 2024-2025 & 2025-26.
- (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: - The firm should fill tender as per Annexure-A of General Terms & Conditions 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 plant. Decision of the HPGCL regarding fulfillment of pre qualification requirement shall be final and binding upon the bidders.

2. Application for bidding, conditions of the contract and other information can be had from the office of XEN/Procurement-III (xenproc3.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 at portal "etender.hry.nic.in". The payment of Earnest Money can be made by eligible bidders/contractors online directly through RTGS/NEFT at portal "etender.hry.nic.in".
3. 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.
4. 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.
5. **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 overleaf as well as at Sr. No.6 of Annexure-A (General T&Cs).**
 - (ii) **Tender documents fee @ Rs. 1180/- is exempted only for MSME Haryana based firms as per guidelines mentioned in Annexure-E. Without online submission of EMD & tender documents fee (except for eligible bidders as per point (i) & (ii) above, the tender shall be rejected)**
6. 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.
7. **The validity of the tender/offer shall be for 120 days from the date of opening of the price bid.**
8. The tender documents can also be seen on HPGCL Website i.e. www.hpgcl.org.in
9. The tenderer will quote their rates strictly as per details of materials specifications.
10. 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.
11. 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 claim with requisite documentary evidence.
12. The bidders / Suppliers 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.
13. The bidder shall bear all costs including bank charges, if any, associated with the preparation and submission of his bid and the purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
14. 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.
15. 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.
16. 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 set 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. 10,00,000/-** 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.
17. 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.
18. **Negotiation Policy will be followed as per Haryana Govt. negotiation policy amended time to time.**

Executive Engineer/Proc-III
For CE/PTPS, PTPS, HPGCL, Panipat.

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

The Bidders can download the tender documents from the Portal: <https://etenders.hry.nic.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.

NOTE: Those agency who are exempted from EMD, should submit proof of related documents at least 10 days before end date of “**Downloading of Tender Documents & Bid Preparation**” stage to **publisher of the tender i.e. concerned Executive Engineer of that Procurement Division.**

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-D.
- 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.

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

Key Dates

Sr. No.	Department Stage	Tenderer's Stage	Start date and time	Expiry date and time
1	Tender Authorization & Publishing	-----	25.09.2026 at 18:00 Hrs	21.10.2026 at 13:00 Hrs
2	-----	Downloading of Tender Documents & Bid Preparation & Bid submission	25.09.2026 at 18:00 Hrs	21.10.2026 at 13:00 Hrs
3	-----	Last date of submission of EMD online	21.10.2026 at 13:00 Hrs	
4	Technical Opening (Part-I)	-----	28.10.2026 at 13:00 Hrs	
5	Shortlisting of Technical bids & Opening of Financial Bid	----	Will be intimated to the firms on their e-mail IDs	

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 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.
 - 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.
'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 is as under:
Supplier : M/s.....on which PO is placed.
Purchaser : Haryana Power Generation Corporation Ltd., Urja Bhawan, Sector-6, Panchkula.
For all purposes of the contract, including the arbitration there under address of the Supplier mentioned above, shall be entertained, unless the Supplier has notified a change of address by separate letter containing no other communication and sent by a Regd. Post (acknowledgment due) to the Purchaser. The Supplier shall be solely responsible for the consequences of an omission to notify the change of address in the manner aforesaid
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 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) Goods & Service Tax Certificate: 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 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)

Apart from above certificate, Supplier has to furnish all GST documents and compliances of GST as per Annexure-G attached.

6. EARNEST MONEY AND SECURITY DEPOSIT 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. 10,00,000/-**. **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.
- iii) Firms registered with the Director of Industries, Haryana or registered with National Small scale Industries Corporation, Govt. of India. The exemption shall be for the specified items which are available on Director of Industries, Haryana/ NSIC Rate Contracts. Please refer Annexure-III of the NIT for details.
- 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 of the NIT.
- 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.

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/Security 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).

The successful bidder, immediately after receipt of letter of acceptance of his tender, shall furnish a security deposit equivalent to 2% of the accepted tender value after adjusting earnest money deposit as a guarantee for faithful and satisfactory execution of the contract. The security can be deposited either in cash at the counter or sent by crossed demand draft on any scheduled bank at Panipat in favor of Sr. A.O, PTPS Panipat. The bank charges or any other charges, if any, will be borne by the Supplier. Security Deposit shall be refunded after completion of supply.

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 and Security Deposit for the period it remains deposited with HPGCL. No claim of the Supplier shall be entertained against the purchaser either in respect of interest or depreciation in the value of Security deposit.

7. Purchase Preference: Details as per Annexure-E. Purchase preference of the tendered quantities will be allowed as per policy of the State Government from time to time to the Industrial Units located in Haryana on the lowest valid rates provided:

- i) The manufacturer firm claims purchase preference in the tender;
- ii) The manufacturer submits the registration certificate for the quoted items and valid purchase preference certificate issued by Industries Department along with the tender;
- iii) The firm submits an undertaking that their sales office for the purpose of billing is based in Haryana and all

- the billings are/will be raised from Haryana only;
- iv) The gross rates of the firm claiming Purchase Preference are not higher than 10% of the lowest valid gross rates received in tender and the Haryana based firm agrees to the lowest gross rates; Where more than one bidder claim Purchase Preference and fulfill all the above conditions 50% quantity covered under purchase preference will be divided between them on proportionate basis keeping in view the Quantity/delivery period quoted by them. Purchase preference will be accorded to the approved Central or Haryana State Public Sector Undertaking / Enterprises, provided that such approved source takes part in the bidding process and quoted prices of approved source is within 10% of the lowest acceptable price, other things being equal. However, such purchase preference would be available to the approved source only at the lowest acceptable price
8. **Power of Attorney /Undertaking:**
“The supplier has to furnish following “undertaking” along with Technical Bid on non judicial stamp paper of Rs. 100/-:
“After final wear rate calculation of Hi-Chrome Grinding Media Balls of Test Mill, if wear rate found to be more than guaranteed wear rate i.e., 125 gm/MT Coal (Indian/Imported) / Biomass then supplier has to recoup excess grinding media balls used as per G/W Clause of the contract within 60 days from the date of intimation by HPGCL else supplier shall have to deposit equivalent amount against recoupment of excess grinding media balls, within 30 days from the date of intimation by HPGCL. If the supplier still fails in above commitments, then equivalent amount against recoupment of excess grinding media balls shall be recovered from supplier’s financial HOLDS/PBG/SD/EMD, available with HPGCL, under the contract or any other contract entered into by the supplier with the HPGCL.”
 9. **Contract Agreement:**
The supplier shall execute a contract agreement with HPGCL on a Non Judicial Stamp Paper of appropriate value within 10 days of receipt of ARC/Purchase Order.
 10. **TECHNICAL PARTICULARS** Material as per the specifications given in **Annexure–B, C1,C2 & C3** 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.
 11. **Delivery Period and Damages For Delay:**
 - a) **Delivery Period**
 - i) 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.
 - ii) **Delivery period shall be strictly as per Annexure-B.**
 - iii) The delivery period shall be reckoned from the 7th day of issue of indent against Annual Rate Contract.
 - iv) Supplier shall deliver the material strictly as per delivery schedule (Annexure-B). If the supplier fails to deliver the material within the period fixed for delivery, purchaser shall have the right to refuse or accept any such supply even on reduced rates. No extension of the date, on which the delivery is due, will ordinarily be claimed by supplier.
 - v) 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.
 - vi) 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.
 - b) **Penalty/Liquidated Damages in case material is not delivered within stipulated delivery period as per Indent issued against Annual Rate Contract.**

The delivery of material as specified in the Annual Rate Contract/PO shall be the essence of the contract between the supplier and the Purchaser Corporation and accordingly the delivery of each consignment must be ensured on the date it is due in terms thereof. Following is the timeline and penalty/Liquidated Damages for executing the contract:

- i) **The rates & terms/conditions of Annual Rate contract shall remain FIRM for a period of 12 months from the date of Annual Rate Contract/P.O.**
- ii) **PLACEMENT OF INDENT AGAINST THE ARC:** After placement of Annual Rate Contract Purchase Order, Indents for the quantity of above tabulated material, as per requirement of PTPS, will be issued by XEN/Store, PTPS, Panipat from time to time, within the ARC period of 12 Months and supplier shall have to supply the material within the 45 days from the date of each indent issued against Annual Rate Contract. It is not binding on indenter/Purchaser to place the indent for all the tentative quantity mentioned in the ARC/PO, the quantity of various items mentioned in the above table shall be indented to supplier, time to time, depending on actual site requirement at PTPS.
- iii) Quantity of material can be increased upto 10% on same rate and terms & conditions of the contract.
- iv) The delivery period shall be reckoned from the 7th day of issue of indent against Annual Rate Contract.
- v) An indent of 100 MT (50mm Size -50 MT+40mm Size -25 MT+30mm Size -25 MT) shall be specifically raised for making Test Mill against the Annual Rate Contract/PO.
- vi) Minimum size of indent will be raised for 35 MT quantity.
- vii) Supplier shall be liable to pay @ 1% 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 indent value issued against the Annual Rate Contract where part supply is not acceptable, subject to a maximum of 10% of the total value of the delayed / undelivered supplies.
- viii) No supplies/ consignments received after the date on which they were actually due according to the terms of the Contract / purchase order, shall be accepted by the consignee, except with the written approval of the purchasing

authority. If the supplier fails to deliver the material within the period fixed for delivery, purchaser shall have the right to refuse or accept any such supply even on reduced rates. No extension of the date, on which the delivery is due, will ordinarily be claimed by supplier. Even in case of acceptance of delayed supply the supplier shall be liable to pay penalty @ 1% per week or part thereof of the value of the goods delayed where the part supply is acceptable and penalty @ 1% per week of the indent value issued against the Annual Rate Contract where part supply is not acceptable, subject to a maximum of 10% of the total Annual Contract/PO Value.

- ix) In case the delivery schedule provides lot wise delivery of material, lot wise penalty shall be imposed.
- x) 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.
- xi) There will be no inspection at Supplier's works. However, after receipt of material at PTPS, the testing procedure will be adopted as per Annexure-C2.

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 ARC/P.O.

12. Quantity Tolerance: “± 0.1% of Indent quantity issued against ARC/PO”.

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

14. Guaranteed Wear Rate: The guaranteed wear rate is 125 gm/MT of coal (**Indian/Imported**) / biomass crushed. However, in no case the guaranteed wear rate of supplied grinding ball should exceed 175 gms/MT of coal/biomass crushed. In case, if it exceeds beyond the limit of 175 gms/ MT of coal (**Indian/Imported**) /biomass crushed, supplier will not be considered for bidding in future procurement of Grinding Media Balls.

15. CHANGES IN A FIRM:

- a) Where the Supplier is a partnership firm, a new partner shall not be introduced in the firm without the Consent in writing of the purchaser which may be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred due to such undertaking given by the firm under contract prior to that date.
- b) In case of death / retirement of a partner
 - i) On the death or retirement of any partner of the contracting firm before complete performance of the contract, the purchaser may at his option cancel the contract and in such case the contracting firm shall have no claim, what so ever, for compensation against purchaser.
 - ii) If the contract is not terminated as provided in sub clause 1) above, notwithstanding the retirement of a partner from the firm, Supplier shall continue to be liable under the contract for act of the firm until a copy of the public notice given by him under section 32 of the Partnership Act has been sent by him to the purchaser by registered post acknowledgment due.
- c) Consequence of Breach: Should the Supplier or a partner of the firm commit breach of either of the condition a) or b) above, it shall be lawful for the purchaser to cancel the contract and purchase or authorize the purchase of material at the risk & cost of the contracting firm and in that event, provisions of relevant clause shall apply as applicable. The decision of HPGCL, as to any matter or thing concerning or arising out as the sub clause in any question whether the contract and the event of provision of the relevant clause shall as far as applicable apply. The decision of HPGCL, as to any matter or thing concerning or arising out as this sub clause in any question whether the Supplier or any partner of the contacting firm has committed a breach of any of the conditions on this sub clause contained shall be final & binding on the Supplier.

16. 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 ARC/PO
 - b) Readiness of material/ inspection call
 - c) Copy of invoice/a unique Invoice No. suffix with PTPS with HSN code of each Item and their respective GST rate
 - d) Copy of Pre-dispatch Inspection Report
 - e) Copy of Manufacturer's Test Certificates
 - f) Copy of RR/GR
 - g) Advance intimation of dispatch
 - h) Third Party Test Certificates
 - i) Copy of GSTR-1 & GSTR-3B
 - j) Any other document required as per ARC/PO.
- B) Concerned Sr. A.O. (Accounts copy)
 - a) Copy of invoice/a unique Invoice No. suffix with PTPS in triplicate
 - b) GST Certificate
 - c) Proof of Transit Insurance charges
 - d) Guaranty/ Warranty Certificate
 - e) Interchangeability Certificate
 - f) Copy of inspection report
 - g) D.D on account of security deposit
 - h) Performance Bank Guaranty.
 - i) Copy of GSTR-1 & GSTR-3B
 - j) Copy of RR/GR
 - k) Manufacturer's Test Certificate & Third Party Test Certificates
 - l) Any other document required as per ARC/PO
- C) Concerned Executive Engineer/ Stores (Consignee copy)
 - a) Copy of invoice/a unique Invoice No. suffix with PTPS
 - b) Copy of Inspection Report
 - c) Dispatch particulars
 - d) Copy of RR/GR.
 - e) Manufacturer's Test Certificate & Third Party Test Certificates
 - f) Any other document required as per ARC/PO
- D) Appropriate branch of State Bank of India, if document are to be negotiated through Bank
 - a) Copy of invoice/a unique Invoice No. suffix with PTPS
 - b) Original RR/ GR.

17. Interest: No interest, whatsoever, on any account shall be paid.

18. Bank Charges: All bank charges shall be borne by the supplier.

19. PACKING & BATCH MARKING:

Cast balls shall be suitably packed size wise in steel drum (Oil drum and not tar drum) of 200 liters capacity.

The steel drum shall be provided with hooded for lifting purpose for handling during transportation and ten small holes of 10 to 15mm diameter shall be made at the bottom of the drum for drainage of the water if any. Each drum shall be legible marked with the following information.

- PTPS Purchase order no.
- Consignment no.
- Size.
- Weight (net & gross)
- Supplier name.

Each and every drum has to be jointly sealed immediately after inspection .HPGCL reserve the right not to accept the container which have been found without joint seals. The Supplier shall be entirely responsible for the safe transport of all material up to the destination.

20. MODE OF TRANSPORT.

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

21. TRANSIT INSURANCE: 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 stores and every constituent part thereof in the possession of the Supplier, his agents or servants and the purchaser, shall remain in every respect at the risk of the Supplier until their actual delivery to the consignee at the stipulated place or destination. The Supplier shall be responsible for all loss, destruction, damage, deterioration of the material from any causes whatsoever while the material after approval by the inspector are awaiting a dispatch or delivery or are 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

22. Payment Terms:-

“90% payment shall be made after 21 days on satisfactory report of the lot from Shri Ram Institute For Industrial Research, Delhi and after receipt of 10% PBG and submission of required documents as per contract. Balance 10% payment so deducted, from each lot, will be released after calculating the wear rate of test mill and 10% PBG will be released after successful completion of Guarantee / Warrantee clause”. However, due to any reason beyond control of HPGCL or otherwise also, no interest shall be payable by HPGCL for delayed payment.

23. 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 24 months from date of delivery of material. 10% PBG shall have to be submitted by Supplier, for each lot/indent issued against ARC. **10% PBG will be released after successful completion of Guarantee / Warrantee clause.**

24. FORCE MAJEURE:

- 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.
- 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.
- 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.
- Non availability of raw material or any other similar cause shall not be considered as a force majeure circumstance.
- The decision of HPGCL in all matters under this clause shall be final and binding on the supplier.

25. 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. For the purpose of this clause, the purchaser shall be entitled to recover such amount by appropriating in whole or in part any sum due to any partner of the firm whether in his individual capacity or otherwise.

26. GUARANTEE/WARRANTY:

As per Annexure-C3

27. DEMURRAGES: The Supplier shall give prior intimation at least 15 days before dispatch of material to the consignee for necessary funds. The Supplier shall be responsible for all demurrage charges due to late receipt

of GR 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.

28. **INTIMATION OF PLACE AND DATE OF COMMENCEMENT OF MANUFACTURE:** The Supplier shall intimate to the purchaser or his duly authorized agent, the place and probable date on which the manufacture of material is likely to commence to enable the purchaser or his agent to make arrangement for inspection during manufacture and witnessing the tests.
29. **TESTS AND INSPECTION:** As per Annexure-C2
30. **TEST CERTIFICATES:** As per Annexure-C1 and C2.
31. **SPECIAL TESTS:** If any special test, other than those provided in contract and the relevant specifications, is required by the Purchaser, that shall be paid by the purchaser over and above the contract prices.
32. **TESTING FACILITIES DURING MANUFACTURE:** The Manufacturer should have proper testing facilities & laboratory for testing the physical and chemical properties of the material during manufacturing.
33. **TAKING OVER:** The Consignee shall issue a taking over certificate after the material has been received at site, inspected, counted and / or measured and found to be good in condition and conforming to the requirement of the contract and the relevance specification and after the certified copies of test and inspection certificates have been duly furnished by the Supplier in accordance with clauses mentioned herein. In case where any of the tests and / or inspection have been held over vide above clause, the material shall be taken over after the said tests and / or inspection are satisfactorily carried out.

No alterations, amendments, omissions, additions, suspension or variations (hereinafter referred to as variations) in the material shown in the bill of material (to be specified) shall be made by the Supplier except as directed in writing by the purchaser but the purchaser shall have full power, subject to the herein contained from time to time during the execution of the contract, by notice in writing to instruct to make such variations without prejudice of the contract and the Supplier shall carry out such variations and be bound by the same conditions as far as applicable as though the said variation occurred in the specifications. In any situation variation should in the opinion of the contract or if carried out prevent the Supplier in fulfilling any of its obligations or guarantees under the Supplier. The Supplier will notify the purchaser thereof in writing and the purchaser shall decide forthwith whether or not the same shall be carried out and if the purchaser confirms his instructions, the contract shall be nullified accordingly by mutual agreement. The difference of cost, if any, assessed by any such variations, shall be added to or deducted from the contract price as the case may be. The amount of such difference, if any, shall be ascertained and determined in accordance with the rates specified in the bills of material (to be specified) so far as the same may be applicable and where the rates are not contained in the bill of material or where the rates are contained therein are not applicable, shall be settled by the purchaser and the Supplier jointly but the purchaser shall not become liable to the payment of any charges in respect of any such variations, unless instruction for the performance of the same shall have been given, in writing by the purchaser or his duly authorized representative.

The Supplier shall supply additional equipment or parts of the contract and shall deliver these at such heads as may be directed that such additional equipments or parts are required for use as spares in connection with the works, covered by the contract. Additional equipment, parts and spare up to 10% of quantities shall be supplied at contract price rates and for quantities above 10% of the quantities will be subject to mutual agreement.

34. **Segregation Period: The segregation of grinding media of the test mill will depend upon the availability of coal mills. However, the segregation shall be done within 21 months or completion of 6500 running hours whichever is earlier from the date of declaring the mill as Test Mill**".

35. **ARBITRATION:**

All matters, question, disputes, differences and/or claims arising out of and/or concerning and/or in connection and/or in consequences or relating to this contract whether or not obligations of either or both parties under this contract be subsisting at the time of such dispute and whether or not this contract has been terminated or purported to be terminated or completed, shall be referred to the sole Arbitrator to be appointed with mutual consent of both the parties. The Award of the Arbitrator shall be final and binding on the parties to this Contract. The provisions of Arbitration & Conciliation Act, 1996 as amended from time to time and the rules made thereunder for the time being in force, shall apply to the Arbitration proceedings under this Clause."

It has been agreed between both the parties that the fee of the Arbitrator shall be governed by Arbitration and Conciliation Act, 1998 as amended.

36. **LAWS GOVERNING CONTRACTS:**

- i) All contracts shall be governed by the laws of India for the time being in force.
- ii) 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.
- iii) 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

37. **RISK PURCHASE:**

- i) 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.
- ii) Alternatively, the purchasing authority may cancel the purchase order due to non-fulfillment of its terms(i.e. delivery) by the supplier and give notice for recovering the damages applicable to such non-fulfillment under terms of the contract.

- iii) On completion of the supplies by the firm from whom risk purchase is effected, a full account, including loss incurred on risk purchase, liquidated and/or other damages claimable under the contract, shall be payable by the supplier against whom the risk purchase is effected demanding legally that he shall make good the amount within a reasonable period. Failing payment of the same by the supplier, the amount of claim shall be recovered from his outstanding dues and/or security deposits against the relevant contract or any other contract in operation, and for the balance, due process of law shall be initiated.
- iv) If the P.O/ARC has been issued but the supplier refuses to comply with it, the EMD/Security 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.

38. 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/ liquidated damages recoverable under clauses of the contract/PO. Period of Guarantee / warranty shall also be reckoned from the date of replacement.
- iii) The material supplies should be declared as defective/ sub-standard, on the basis of detailed inspection/ rejection report approved by the HPGCL.

39. **DETAILS OF CONFIDENTIAL:** The Supplier shall treat the details of specification as confidential and shall not be reproduced anywhere without written consent of the purchaser.

40. **CANCELLATION:** The purchaser reserves the right to cancel, amend or alter the order without assigning any reasons whatsoever at any time before the receipt of intimation to this office regarding dispatch or material to destination in whole or in parts.

41. **IDENTICAL & INTERCHANGEABILITY:** Supplier shall furnish identical & interchangeability certificate, that all the spares are identical in construction, interchangeable and suitable to the equipment already installed at PTPS Panipat.

42. **Quality Assurance Plan:** Immediately after the release of LOI/ARC-PO the firm will submit detailed quality assurance plan for approval from this office.

43. **PRESERVATION PROCEDURE:** Supplier shall submit the preservation procedure in detail provided by OEM/Statutory Standards for the storage or handling of material in store.

44. 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.

45. 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:-

- 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. The term "Bid" and "tender" and their derivatives ("Bidder / Tenderer" "Bidding / Tendering") are synonymous. Singular also means plural

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

**Executive Engineer/Proc-III
For SE/MM&Store,
PTPS, Panipat**

Technical Specifications, Tentative Quantity & Delivery Schedule of Material

S. No.	15 Digit Store Code	Description of items	Name of Consignee	Destination of Consignment	Tentative Qty. to be supplied	Due date of supply of each indent
1	117461051010008	BOILER SPARES ITEM NAME:GRINDING MEDIA MATERIAL:HIGH CHROME SIZE:DIA:50 MM PART NUMBER:NOT AVAILABLE EQUIPMENT:COAL MILL MAKE:BHEL MODEL:TUBE MILL,TYPE:BBD-4760/4772 CAPACITY:210/250 MW Detailed Technical Specifications/Material Composition as Per Annexure-C1 & C2 Guarantee / Warrantee as per Annexure-C3	Xen/Stores, PTPS, Panipat	PTPS, PANIPAT	600 MT	Within 45 days from the date of issue of indent against Annual Rate Contract/PO.
2	117461051010010	BOILER SPARES ITEM NAME:GRINDING MEDIA MATERIAL:HIGH CHROME SIZE:DIA:40 MM PART NUMBER:NOT AVAILABLE EQUIPMENT:COAL MILL MAKE:BHEL MODEL:TUBE MILL,TYPE:BBD-4760/4772 CAPACITY:210/250 MW Detailed Technical Specifications/Material Composition as Per Annexure-C1 & C2 Guarantee / Warrantee as per Annexure-C3	Xen/Stores, PTPS, Panipat	PTPS, PANIPAT	90 MT	Within 45 days from the date of issue of indent against Annual Rate Contract/PO.
3	117461051010011	BOILER SPARES ITEM NAME:GRINDING MEDIA MATERIAL:HIGH CHROME SIZE:DIA:30 MM PART NUMBER:NOT AVAILABLE EQUIPMENT:COAL MILL MAKE:BHEL MODEL:TUBE MILL,TYPE:BBD-4760/4772 CAPACITY:210/250 MW Detailed Technical Specifications/Material Composition as Per Annexure-C1 & C2 Guarantee / Warrantee as per Annexure-C3	Xen/Stores, PTPS, Panipat	PTPS, PANIPAT	90 MT	Within 45 days from the date of issue of indent against Annual Rate Contract/PO.
Important Conditions: i) Quantity of the material can be reduced upto any extent at any stage before placement of ARC/PO at the sole discretion of HPGCL. xii) Above Quantity of material can be increased upto 10% on same rate and terms & conditions of the contract. ii) PTPS reserve the right to get the quantity of 30mm & 40 mm size converted into 50mm size and vice versa, as per requirement of site. In this regard prior information will be given to the supplier and accordingly indent against ARC shall be issued to initiate supply. iii) The rates & terms/conditions of Annual Rate contract shall remain FIRM for a period of 12 months from the date of Annual Rate Contract/P.O. iv) PLACEMENT OF INDENT AGAINST THE ARC: After placement of Annual Rate Contract Purchase Order, Indents for the quantity of above tabulated material, as per requirement of PTPS, will be issued by XEN/Store, PTPS, Panipat from time to time, within the ARC period of 12 Months and supplier shall have to supply the material within the 45 days from the date of each indent issued against Annual Rate Contract. It is not binding on indenter/Purchaser to place the indent for all the tentative quantity mentioned in the ARC/PO, the quantity of various items mentioned in the above table shall be indented to supplier, time to time, depending on actual site requirement at PTPS. v) The delivery period shall be reckoned from the 7th day of issue of indent against Annual Rate Contract. vi) Minimum size of indent will be raised for 35 MT quantity. vii) Splitting of contract shall not be done as same is not possible technically because wear rate calculation for Test Mill is to be done for all the three items i.e., 50 mm, 40 mm and 30 mm Hi Chrome Grinding Media Balls.						

Executive Engineer / Proc-III,
for S.E/MM&Stores,
PTPS, HPGCL, Panipat

CHEMICAL & METALLUGICAL PROPERTIES OF HI-CHROME GRINDING MEDIA

1. Chemical Composition:

C	: 1.8 to 3.5%	Ni:	0.0 to 2.0%
Mn	: 0.5 to 1.5%	Mo:	0.0 to 2.5%
Cr	: 11.0 to 18.0%	Cu:	0.0 to 2.0%
Si	: 0.0 to 1.0%	S & P:	0.0 to 0.1%

Chrome to Carbon ration (CR/C) :- Minimum 4.0 subjected to the chemical composition as specified above

2. Hardness:

Hardness: Minimum 57RC

3. Retained Austenite:

Retained Austenite: Maximum 15%.

4. Micro Structure:

Micro Structure: Wholly tempered martenisitic with trigonal (Fe-Cr)₇ C₃ type finally dispersed, complex carbides.

5. Compliance with National / international Standard:

This specification, in general, complies with BS: 4844 or 3F with the following additional requirements.

- I. **Dimensions:** Dimensions of the balls shall be as specified in the order.
- II. **Tolerances:** The tolerances on the normal diameter of the balls shall be as follows:
Normal Size (mm): Dia 50 Acceptable Range (dia mm) : 48-54.3
- III. **Ovality- Ovality is defined ((Dia Max. – Dia Min.)/Dia Nominal) X 100. Ovality should be <10% for 30 mm size and < 7% for 40 / 50 mm size.**
- IV. **Manufacture :** The material shall be melted in induction furnace.
- V. **Heat Treatment:** The following recommended heat treatment shall be carried out.

- a. Hardening: Heat slowly to a temp. of 900-1000 Deg. C, hold for 1-2 hours, followed by air cooling or quenching in oil.
- b. Tempering: Heat slowly to a temp. of 200-500 Deg. C, hold for a suitable time to the section size and cool in still air or furnace.

The heat treatment cycle shall be established by means of process qualification to meet the requirement of the hardness and microstructure.

VI. Finish:

All casting shall be properly fettled, tumbled and dressed. All surfaces shall be thoroughly cleaned.

VII. Freedom From defects:

All the balls must be free from defects like blow holes, sand inclusion, shrinkages, cavities, cold shuts, cracks.

Rejection is advised: If the mean dimension of the defective areas and/or depth of defect is more than specified below.

In case of scattered defects, the total area of all defect put together will be considered. a.For 30 mm grinding media, the acceptable mean dimension of defect is <3 mm and the depth is <2 mm

b.For 40 mm and 50 mm grinding media, the acceptable mean dimension of defect is <4 mm and the depth is <2 mm.

- I. If mismatched face is >1 mm for 30, 40 and 50 mm grinding media.
 - II. Extra ingate is >2.5 mm for 30 and 40 mm size grinding balls and >3.5 mm for 50 mm size balls.
- Depression at ingate is found >2mm for 30 and 40 mm size grinding balls &>3mm for 50 mm size grinding balls.

VIII. Mechanical Properties:

The hardness value shall be 600 HB (57 HRC as per IS: 1586) minimum as per ASTM E 10 using a tungsten carbide ball and 3000 Kg load.

IX. Micro Examination:

The Micro structure of the balls after the heat treatment shall reveal carbides and tempered marten site. The retained austenite content shall not exceed 15% (to be aimed as low as possible).

Note 1: The carbon content shall be aimed at lower range so as to get better toughness & impact Resistance.

**Executive Engineer/Proc-III,
For S.E/MM & Stores,
PTPS, Panipat.**

TESTS & INSPECTION TO BE PERFORMED ON GRINDING MEDIA (PRE-DISPATCH & POST DISPATCH)

- 1. Quality Assurance Plan:** Immediately after the release of LOI/ARC-PO the firm will submit detailed quality assurance plan for approval from HPGCL.
- 2. In Process Tests and Inspection by Manufacturer/Supplier**
Supplier/Manufacturer shall carry out following Tests & Inspections on Hi-Chrome Grinding Media Balls for:
 - i) Chemical Composition,
 - ii) Hardness,
 - iii) Microstructure
 - iv) Dimensional check
- 3. Manufacturer Test Certificates** for above in-process tests & inspections shall be provided by Manufacturer to the HPGCL.
- 4. Cast balls** shall be suitably packed size wise in steel drum (Oil drum and not tar drum) of 200 liters capacity. The steel drum shall be provided with hooded for lifting purpose for handling during transportation and ten small holes of 10 to 15mm diameter shall be made at the bottom of the drum for drainage of the water if any. Each drum shall be legible marked with the following information.
 - PTPS Purchase order no.
 - Consignment no.
 - Size.
 - Weight (net & gross)
 - Supplier name.

Each and every drum has to be jointly sealed immediately after inspection. HPGCL reserve the right not to accept the container which have been found without joint seals.

- 5.** Supplier shall be liable to pay @ 1% 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 indent value issued against the Annual Rate Contract where part supply is not acceptable, subject to a maximum of 10% of the total value of the delayed / undelivered supplies.
- 6.** 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. If the supplier fails to deliver the material within the period fixed for delivery, purchaser shall have the right to refuse or accept any such supply even on reduced rates. No extension of the date, on which the delivery is due, will ordinarily be claimed by supplier. Even in case of acceptance of delayed supply the supplier shall be liable to pay penalty @ 1% per week or part thereof of the value of the goods delayed where the part supply is acceptable and penalty @ 1% per week of the indent value issued against the Annual Rate Contract where part supply is not acceptable, subject to a maximum of 10% of the total Annual Contract/PO Value.
- 7.** In case the delivery schedule provides lot wise delivery of material, lot wise penalty shall be imposed.
- 8.** 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.
- 9. There will be no inspection by HPGCL representative at Supplier's works. However, after receipt of material at PTPS, the following testing procedure will be adopted:**
 - (i) After receipt of material of the specified lot/indent at PTPS Store, joint physical inspection and verification shall be carried out at site by HPGCL in presence of supplier's representative within a period of 5 days. The firm has to depute their representative within 03 days after getting information about receipt of material at PTPS Store.
 - (ii) PTPS Committee along with supplier's representative will collect five balls randomly from a lot up to 100 MT. For a lot less than/more than 100 MT, sample of balls will be collected on pro rata basis to next whole number.
 - (iii) The selected test sample shall be sealed jointly and PTPS shall arrange to hand-over/ deliver the test sample to ShriRam Institute For Industrial Research, Delhi against HPGCL work order. If the firm desires, their representative may associate with HPGCL representative in handing over the test sample to the Lab.
 - (iv) If the firm fails to depute their representative within the stipulated period of 03 days, PTPS shall unilaterally collect the sample from the supplied lot. Test result/report as obtained by PTPS shall be binding on both PTPS and firm.

The following tests will be carried out at Shri Ram Institute for Industrial Research, Delhi:

a) Chemical Composition :- The sample balls analyzed for chemical composition should confirm to the following requirements:-

C : 1.8 to 3.5%	Ni: 0 .0 to 2.0%
Mn: 0.5 to 1.5%	Mo: 0.0 to 2.5%
Cr : 11.0 to 18.0%	Cu: 0.0 to 2.0%

Si : 0.0 to 1.0%

S & P: 0.0 to 0.1%

Chrome to Carbon ration (CR/C) :- Minimum 4.0 subjected to the chemical composition as specified above

b) Hardness :-Should be Minimum 57HRC

- (v) If any of the sample ball fails to confirm the above requirement (a & b) read with composition/ratio laid down in Annexure-C3, the whole Lot will be rejected. The final acceptance of material shall be granted only after receiving the satisfactory results of the test sample from the ShriRam Institute For Industrial Research, Delhi. The testing charges/fees of Shri Ram Institute For Industrial Research, Delhi shall be borne by supplier and shall be deducted from the Bills of the supplier.
- (vi) If the material of specified Lot is rejected, then the whole responsibility to shift material back to supplier's work shall be on the part of supplier and HPGCL shall not give any compensation on any account i.e. any statutory Levies / Insurance / Excise / Freight / etc. The rejected material, if any, will have to be replaced by the firm within 45 days after getting rejection notice from PTPS.
- (vii) Rejected material shall be lifted from site within 45 days from the date of rejection notice at their own cost and arrangement, failing which ground rent will be charged at the rate of 1% per day on tendered price of each lot/lots or any part thereof remaining unclear rejected material.
- (viii) Such inspection and acceptance for dispatch shall not however relieve the supplier from entire responsibility for supplying the material confirming to the requirements of the order nor shall in prejudice to any claim because of defective or unsatisfactory materials.
- (ix) In case the material of the specified lot is rejected twice, then HPGCL will have its discretion to purchase the material at the risk & cost of the supplier from alternative source.
- (x) Testing at Shri Ram Institute For Industrial Research, Delhi will be carried out of each Lot/indent of material offered for inspection as per delivery schedule of ARC/PO.
- (xi) Testing charges and Re-testing charges, if any for rejected and replaced material will also be borne by the supplier and shall be deducted from the Bills of the supplier.
- (xii) In case of any Force Majeure condition with Shri Ram Institute For Industrial Research, Delhi, the material will be got tested from CPRI Lab, Bangalore.

10. TESTS AT MAKER'S WORKS: All plant/material and equipment shall be designed, manufactured, supplied and tested in accordance with the provision in ARC/PO. Where no appropriate standard is available, tests shall be carried out in accordance with maker's standard practice with the prior approval of the purchaser. Copies of the English translation of the standard adopted shall be supplied. The manufacturer shall provide and forward to the purchaser, test certificates as per Annexure-C1 and C2 in triplicate having sufficient information on each certificate to identify the material / equipment to which it refers.

11. TESTING FACILITIES DURING MANUFACTURE: The Manufacturer should have proper testing facilities & laboratory for testing the physical and chemical properties of the material during manufacturing.

**Executive Engineer/Proc-III,
For S.E/MM & Stores,
PTPS, Panipat.**

GUARANTEE / WARRANTEE CLAUSE FOR GRINDING MEDIA

- (i) The maximum wear rate of Hi-Chrome Grinding Media would be 125gms Per MT of coal/biomass ground for all type of Indian/blended with imported coal. Incase wear rate of Grinding Media is more than 125 gms per MT of coal/biomass ground, the firm shall supply 1.5 times additional quantity of the same specification as per the order free of cost for toping up due to additional wear rate above guaranteed wear rate. The wear rate will be calculated as under:-

$$\text{Wear Rate} = \frac{[(A + B) - C] \times 10^6}{D} \quad \text{gm per MT}$$

A= Initial ball charged in MT (i.e. total weight of 30mm, 40mm & 50mm balls)

B= Balls charged in MT during running of mills (i.e. make up balls charged)

C=Weight of balls removed/segregated in MT.

D=Qty. of coal/biomass crushed in MT

NOTE: Coal includes Indian/Imported Coal

- (ii) **Breakage Guarantee for Grinding Media:-**
In case more than 0.5% of the total weight of the ball charged in the mill breaks during first 100 hours of operation, free replacement shall be made towards the broken quantity.

- (iii) **Free Replacement:-**

Free replacement of lost or damaged materials during transit shall be made immediately on receipt of information from the consignee without waiting for settlement of claim with transporter / under writers.

- (iv) **One Nos. Test mills out of 9 mills from Unit-6,7 & 8 shall be identified and declared for calculating wear rate in respect of Grinding Media supplied against the ARC/PO .**

The firm shall depute its representative for initial ball charging as well as ball segregation to witness the process. If the firm fails to depute its representative, the quantity indicated by HPGCL for initial ball charging, will be treated as final for calculating wear rate.

During running of the Ball & Tube mills the grinding media has to be topped up from time to time as per site requirement. The firm may depute its representative to witness the same, if desired. It is not practically feasible to give prior information for such top up.

Note:

- 1) **The segregation of grinding media of the test mill will depend on the availability of coal mills; however the segregation shall be done within 21 months or completion of 6500 running hour whichever is earlier from the date of declaring the mill as Test Mill".**
- 2) The Container/drum in which grinding media will be dispatched must have at least 10 holes of size 10 to 15mm dia at bottom of container/drum.
- 3) The guaranteed wear rate is irrespective of the condition /make of Hi –Chrome liners installed in the various mills. However the date of installation of liners, its running hour and name of supplier can be supplied if desired before submitting the bids.
- 4) Further the guaranteed wear rate is irrespective of the coal & biomass quality received on daily basis from various companies in respect of Indian/Imported coal/biomass. However, Average coal quality received at PTPS (Indian /imported coal /biomass) during last one year can be supplied before submitting the bid, if required .
- 5) The guaranteed wear rate is irrespective of the operating condition of the mills as the operating conditions depend upon the system requirements.

XEN/PROC-III,
For S.E/MM& Stores,
PTPS, HPGCL, Panipat.

STATEMENT OF BIDDER

1. Name of Bidder
2. Address of Head Office
3. Correspondence Address
4. Place of Business with Address
5. Legal status
6. PAN , TIN & GST Number of the Bidder (attached self attested photocopies)

PAN

TIN

GST No.
7. 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)
8. Main lines of Business

i.

since

ii.

since

iii.

since
9. Annual Turnover of past three year

i.

ii.

iii.
10. Past Experience:-

Name of Organization	Period	Reference of Contract	Order Value contract wise

11. Any other

Signature & Stamp of Bidder

Annexure-E

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. Manufacturing Micro & Small Enterprises(MSEs) (Including Khadi & village Industries/Units) who have filled Entrepreneur Memorandum in Haryana and further:- a) Those MSEs have Quality Certification of ISI/ ISO / AgMark/ Quality Mark issued from competent authority in State or Central Govt. in respect of the items/ goods mentioned in the tender. OR/AND b) Those who 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
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.	

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 fulfillment of conditions as per eligibility.	Manufacturing Medium Enterprises of the state have filled Entrepreneur Memorandum for quoted items in Haryana, participated directly in tender and not through any intermediaries (their details/agents distributors), and will not subcontract to any other firm and to carry the entire manufacturing at their enterprises. This concession will be applicable only for one year to newly registered Medium Enterprises or Medium Enterprises of state who are not eligible in State Public Procurement due to eligibility criteria of Past performance & experience. The firm will be required to submit the detailed information in respect to above through an affidavit as per the format enclosed at Annexure-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 fulfillment of other terms & conditions of the tender and further subject to fulfillment of conditions as per eligibility.	

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

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

- i. Purchase Preference to MSMEs will not be applicable if the tendered quantity is only one.
- ii. Purchase preference for Medium Enterprises (MEs) will only be allowed on the quantities in multiple of 10 say 10, 20, 30 and so on. The quantity less than 10 or in between multiple of 10, 20, 30 will not be considered for Purchase Preference to MEs.
- iii. 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.

(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

(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

Instructions to bidders 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:

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.

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>.

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.

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).

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.

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.

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.

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:

The online payment for Tender document fee, e-Service 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.

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 only.

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

NOTE:-

- (A) If bidder fails to complete the Online Bid Submission stage on the stipulated date and time. His/her bid will be considered as bid not submitted, and hence not appear during tender opening stage.
- (B) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://etenders.hry.nic.in>.
- (C) For any help, please refer to the 'Home Page' of the e-Procurement website at <https://etenders.hry.nic.in> and click on the available link 'Help for Contractors' to see Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Procurement Portal.

GST DOCUMENTS & COMPLIANCES TO BE MADE BY THE SUPPLIER

1. Supplier has to provide valid GST registration certificate, as on date, of place of supply.
2. Supplier will have to submit following undertaking on its letter head:
 - (iv) That GST Registration Certificate of place of supply i.e.GST No.,..... is valid as on date.
 - (v) That no default has ever been made by supplier in filing the various GST returns and deposit of GST dues with the department.
 - (vi) That Supplier is having multiple registrations under GST i.e.GST No.....,GST Noand no default has ever been made by supplier 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 supplier ineligible to participate in further tenders/enquiries along with other penal/legal actions.
3. A CA certificate regarding validity of GST Registration will be submitted along with other documents of the PO.
4. Supplier will submit copies of GSTR1 and GSTR3B/challans as evidence to deposit of GST with certifications that GST collected from HPGCL (to be specified in exact rupees), has been paid to Government vide this challan (specifying the challan number and date of deposit) and returns filed (date of filing of return) includes the transaction of supply of Good or/and services to HPGCL.
5. Supplier will inform immediately the HPGCL about initiation of any proceeding (if any) against him under the GST laws which may result in suspension or cancellation of GST number of the Supplier/Vendor.
6. Undertaking to indemnify the HPGCL in case of any financial implication on HPGCL due to non-compliance of prescribed obligation under the GST law on part of the Supplier/vendor.
7. Copies of GSTR 1, GSTR 2A and GSTR 3B alongwith copies of invoices raised to HPGCL, duly reconciled with three returns to be submitted before release of the security.
8. Receipt of Invoice:
 - i) Supplier is to verify that the invoice is in performa as specified under GST law (Section 31 to 34 of CGST Act read with rules 46 to 55A of the CGST rules deal with the Tax invoice, Credit notes and debit notes) with correct GST number of HPGCL so that no difficulty is faced by HPGCL while claiming Input Tax Credit of GST due to incorrect GST number and also to reconcile the GST number and address of Supplier as per invoice with the GST number & address given in tender documents/enquiry submitted by vendor and submit the duly verified invoice to accounts wing.
 - ii) After the implementation of the invoice w.e.f 01 Oct 2020 generation of e-invoice from common e-invoice portal for B2B supplies by person having aggregate annual turnover of more than 500 Crs has been made compulsory and w.e.f.01 Jan 2021 Generation of e-invoice for GST supplies by the person having aggregate turnover of more than Rs. 100 Crs. Has been made compulsory and w.e.f. 01.04.2021 generation of e-invoice for GST supplies by the person having aggregate turnover of more than Rs. 5 Crs. Is proposed to made compulsory. The supplier has to furnish e-invoice containing the invoice reference number (IRN) and QR code. It is worthwhile to note that any tax invoice including tax credit/ Debit note issued by such notified person for B2B suppliers without following the e-invoicing procedure shall not be treated as a valid document.
 - iii) Supplier who are not generating e-invoice has to a undertaking from the following format:
 We M/s.having PAN.....and GSTIN Registration Number..... hereby undertake that our Aggregate Turnover (as per Section 2(6) of Central Goods and Services Tax Act, 2017) for FY 2019-20 does not exceed the prescribed threshold (as on the date of this declaration) for generation a unique Invoice Registration Number (IRN) and QR code as per the provisions of Central Goods and Services Tax Act, 2017 and rules therunder ("GST Law"). Further, we also undertake that if the aggregate turnover of M/s.....exceeds the current threshold or revised threshold notified by Government of India at any future date, then we shall issue invoice and credit note in compliance with the required provisions of GST Law. In case of any queries from the any state or Centre Goods and Services Tax authorities, M/s..... will be solely responsible.

Yours Truly,
 For M/s.....

Authorized Signatory Name:
 Designation:
9. Regarding EMD & BG:-
 - i) EMD and Securities/Bank Guarantees taken by HPGCL against the Purchase Order may be refunded only after payment of GST by Supplier/Vendor which was charged from HPGCL.
 - ii) In case of any issue arises w.r.t failure by the firm in GST compliances, all future payments to be put on hold.

Xen/Proc-III
 For SE/MM & Stores,
 PTPS,HPGCL,Panipat

Technical bid Check List Format

(To be uploaded with Tender documents)

NIT No.: PTP/POM-300840		
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) Rs.10,00,000/- Uploaded	Yes/ No
2(b)	EMD Exemption Certificate Uploaded (If applicable)	Yes/ No
3(a)	The bidder to be manufacturer of Hi chrome Grinding Media for Ball & Tube type Coal Mills of size BBD 4760 or above and 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 Aug-2026 along with copy of satisfactory performance certificate / repeat order from the same organization. The experience of execution of purchase order should be as under:-	Yes/ No
3(b)	Proof that the bidder has executed a Single order of value not less thanRs. 5.96 Crore Uploaded	Yes/ No
3(c)	Proof that the bidder has executed Two orders, each of value not less than Rs 3.72 Crore each. Uploaded	Yes/ No
3(d)	Proof that the bidder has executed Three orders, each of value not less than Rs. 2.98 Crore each Uploaded	Yes/ No
4	Certificate that firm has not been black listed by any party/ organization as per clause of the NIT. Uploaded	Yes/ No
5	Documents of bidder average annual turnover shall not be less than Rs. 7.45 Crores for last 3 consecutive financial years i.e. 2023-24, 2024-25 2025-26 Uploaded	
6	Copy of PAN No. Uploaded	Yes/ No
7	Copy of GST Registration No. of place of supply Uploaded	Yes/ No
8	GST documents and compliances of GST as per Annexure-G Uploaded	Yes/ No
9	Bidder will have to submit undertaking regarding GST on its letter Head as per PQR Clause 1(f) Uploaded	Yes/No
10	Statement of Bidder duly filled in as per given format. Uploaded	Yes/ No
11	Acceptance of All Terms & Conditions of the NIT at letter head of firm duly signed and Uploaded	Yes/ No
12	Certificate of having own Heat Treatment and Testing facilities on Firm's letter head, attached. Uploaded	Yes/ No
13	Technical specifications ,quantity & delivery Schedule Sheet Duly Signed Uploaded	Yes/ No
14	Power of Attorney /Undertaking: (Uploaded) “The supplier has to furnish following “undertaking” along with Technical Bid on non judicial stamp paper of Rs. 100/-: <i>“After final wear rate calculation of Hi-Chrome Grinding Media Balls of Test Mill, if wear rate found to be more than guaranteed wear rate i.e., 125 gm/MT (Indian/Imported Coal/biomass) then supplier has to recoup excess grinding media balls used as per G/W Clause of the contract within 60 days from the date of intimation by HPGCL else supplier shall have to deposit equivalent amount against recoupment of excess grinding media balls, within 30 days from the date of intimation by HPGCL. If the supplier still fails in above commitments, then equivalent amount against recoupment of excess grinding media balls shall be recovered from supplier’s financial HOLDS/PBG/SD/EMD, available with HPGCL, under the contract or any other contract entered into by the supplier with the HPGCL.”</i>	Yes/ No

Signature & Stamp of Supplier