

Haryana Power Generation Corporation Limited (HPGCL)

(Regd. Office: C-7, Urja Bhawan, Sector-6, Panchkula)

Corporate Identity No. U45207HR1997SGC033517

Website: - www.hpgcl.org.in



(AN ISO: 9001, ISO: 14001 & ISO: 45001 Certified Company)

**TENDER DOCUMENT
FOR
SUPPLY OF AGRO RESIDUE BASED TORREFIED BIO-MASS
PELLETS
(MINIMUM 50% RAW MATERIAL AS STUBBLE/STRAW/CROP
RESIDUE OF RICE PADDY)
TO
HPGCL THERMAL POWER PLANTS**

ISSUED BY:

**CHIEF ENGINEER/ PLANNING,
C-4, SHAKTI BHAWAN, HPGCL,
PANCHKULA (HARYANA).**

TABLE OF CONTENTS

SECTION I	Invitation for Bids (IFB)
SECTION II	Instructions to Bidders on Electronic Tendering System.
SECTION III	Pre-Qualifying Requirements (PQRS) / Eligibility Conditions for the Bidders
SECTION IV	Instructions to Bidders.
SECTION V	Scope of Work and Special Conditions of Contract
SECTION VI	General Terms and Conditions of Contract.
SECTION VII	Statement of Bidders
SECTION VIII	General Checklist for Bidders
SECTION IX	Price Bid (Part-II)
SECTION X	Annexure-I to XIII

SECTION - I

Invitation for Bids (IFB)



HARYANA POWER GENERATION CORPORATION LIMITED
Regd. Office – C-7, Urja Bhawan, Sector-6, Panchkula
Corporate Identity Number: U45207HR1997SGC033517
Website: www.hpgcl.org.in E-mail: ceplg@hpgcl.org.in

Bidding Documents No.: 40/CE/PLG/BiomassPellets/398

Date: 04.07.2025

1.0 Haryana Power Generation Corporation Limited (HPGCL) invites Online bids (e-tender) from the eligible bidders on ‘Single Stage Two envelope’ basis [Envelope-I: Techno- Commercial Bid (Part-I), Envelope-II: Price Bid (Part-II)] issued from the office of **Chief Engineer/Planning, Haryana Power Generation Corporation Limited, C-4, Shakti Bhawan, Sector-6, Panchkula** for ‘Supply of 3.55 Lakh MT agro residue based torrefied biomass pellets (minimum 50% raw material as Stubble/Straw/Crop Residue of Rice Paddy) for a period of 01 year and extendable for another 01 year for quantity up to 3.55 Lakh MT to HPGCL at its Thermal Power Plants located at PTPS Panipat, RGTPP Khedar (Hisar) & DCRTPP Yamuna Nagar’ on FOR basis.

2.0 The tenderers can submit their tender documents online (E-Tender Portal: <https://etenders.hry.nic.in>) as per the dates mentioned in the key dates:-

Key Dates:

Sr. No.	Department Stage	Tenderer’s Stage	Start date and time	Closing date and time
1.	Tender Authorization & Publishing	-----	04.07.2025 at 15:00 hrs (IST)	
2.	-----	Downloading of Bid Documents, Preparation & submission.	04.07.2025 from 15:00 hrs (IST)	04.08.2025 till 13:00 hrs (IST)
3.	Pre bid Conference		11.07.2025 at 11:00 hrs (IST)	
4.	Last date of receipt of queries from Bidders (if any)	-----	15.07.2025	
5.	Stage-I (Techno-Commercial) Bid Opening.	-----	06.08.2025 at 13:00 hrs (IST)	
6.	Stage-II (Price Bid Opening) Date & Time	Shall be intimated separately by HPGCL after opening of Stage-I (Techno-Commercial) Bid.		
7.	Tender Cost (Non-Refundable)	Rs. 1180/- (including 18% GST)		
8.	e-Service Fee (Non-Refundable)	Rs. 1180/- (including 18% GST)		

3.0 The bidders may attend the pre-bid meeting through physical and Video Conference mode. The bidders may send their request for VC link on email (seplg.pkl@hpgcl.org.in & xenplqp4.pkl@hpgcl.org.in).

4.0 Bid Security (EMD) for following amount(s) shall be submitted offline prior to the due date and time for online bid submission in the form of Bank Guarantee as per format attached (**Annexure-I**):

Description	For One HPGCL Plant	For Two HPGCL Plants	For Three HPGCL Plants
Bid Security (EMD) (in Rs.)	36,40,000/- (Thirty six Lakhs Forty Thousand only)	50,00,000/- (Fifty Lakhs only)	50,00,000/- (Fifty Lakhs only)

However, bidders seeking exemption in EMD shall submit necessary supporting document like MSME certificate etc. as per Government of Haryana policy.

If any bidder does not submit acceptable bid security in a separate sealed envelope prior to the date and time for online bid submission, his bid shall be rejected by HPGCL as being non-responsive.

5.0 QUALIFYING REQUIREMENT:

The Bidder should meet the qualifying requirements stipulated in **Section-III** i.e. Pre-Qualifying Requirements (PQRS) / Eligibility Conditions for the Bidders.

6.0 HPGCL reserves the right to reject any or all Bids or cancel/withdraw the 'Invitation for Bids' without assigning any reason whatsoever and in such case no Bidder/ intending Bidder shall have any claim arising out of such action.

7.0 Bids shall be submitted online and opened at the address given below in the presence of Bidder's representatives who choose to attend the Bid Opening. Bidder shall furnish Bid Security and other documents in physical form as detailed in Bidding Documents before the stipulated bid submission closing date and time at the address given below.

Address for communication:

CHIEF ENGINEER/ PLANNING,
C-4, SHAKTI BHAWAN, HPGCL,
PANCHKULA (HARYANA).

Email: seplg.pkl@hpgcl.org.in, xenplgp4.pkl@hpgcl.org.in

Ph. – 9355869241,8222024011

Section-II

INSTRUCTIONS TO BIDDER ON **ELECTRONIC TENDERING** **SYSTEM**

INSTRUCTIONS TO BIDDER ON ELECTRONIC TENDERING SYSTEM

Information Regarding Online Payment of Tender Document, eService Fee.

The Bidders can download the tender documents from the Portal: [https:// etenders.hry.nic.in](https://etenders.hry.nic.in)

The Bidders shall have to pay for the Tender documents, 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.

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

A. Registration of bidders on 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.

B. Conditions/Procedure for submission of tender

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 required version of Java. The link for downloading latest java applet is available on the Home page of the e-tendering Portal.

Online Viewing of Detailed Notice Inviting Tenders:

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

Download of Tender Documents:

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

Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online NIT. 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 NIT.

Bid Preparation (Technical & Financial) online Bids:

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.

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

NOTE:-

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

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>.

1. Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Procurement Portal.

- 1.1 Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/ GNFC/ IDRBT/ MtnTrustline/ SafeScrt/ TCS.
- 1.2 Bidder then logs into the portal giving user id / password chosen during enrollment.
- 1.3 The e-token that is registered should be used by the bidder and should not be misused by others.

- 1.4 DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
- 1.5 The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
- 1.6 After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
- 1.7 The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
- 1.8 If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
- 1.9 Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
- 1.10 The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
- 1.11 The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
- 1.12 There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
- 1.13 It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
- 1.14 The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
- 1.15 The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
- 1.16 At the time of freezing the bid, the e-Procurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
- 1.17 After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
- 1.18 Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
- 1.19 The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
- 1.20 The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
- 1.21 All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any

one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.

- 1.22 During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
- 1.23 The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

2. Obtaining a Digital Certificate:

- 2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- 2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – etenders.hry.nic.in
- 2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities.
- 2.4 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt the data and sign the hash during the stage of bid preparation & hash submission. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).
- 2.5 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- 2.6 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
- 2.7 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3. Opening of an Electronic Payment Account:

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

4 Pre-requisites for online bidding:

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

5 Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed NIT 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 Payment of Tender Document Fee, eService fee & Submission of Bid Seal (Hash) of online Bids:

8.1 The online payment for Tender document fee, eService Fee 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.

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

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

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

NOTE:-

(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 help manual please refer to the 'Home Page' of the e-Procurement website at <https://etenders.hry.nic.in>.

**Executive Engineer /Planning-IV,
For Chief Engineer/Planning,
HPGCL, Panchkula.**

Section-III

Pre-Qualifying Requirements (PQRS) / Eligibility Conditions for the Bidders

PRE QUALIFYING REQUIREMENTS (PQRs) / ELIGIBILITY CONDITIONS FOR THE BIDDERS

All tenderers must carefully observe the following instructions and offers/tenders not strictly in accordance with these instructions will be liable to rejection:

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

Against this tender, a single firm (sole bidder) can participate only.

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:

The bidder must have experience of having successfully executed Purchase Order(s) in HPGCL / NTPC / any SEBs / any PSUs / any Corporations / Central Govt. / State Govt. / Semi Govt. or in any Thermal and have average annual turnover and other eligibility conditions mentioned below.

- a) **Experience for Execution of Order-** Bidders must have successfully executed Purchase Orders(s) for Torrified or Non-Torrified Biomass Pellets during last 7 years ending last day of the month previous to the month in which applications are invited and having minimum order value as under:

No. of Orders	Min. Order Value (Rs. in crores) required to quote for:		
	One HPGCL Plant	Two HPGCL Plants	Three HPGCL Plants
One Order	14.56	29.12	43.68
OR			
Two Orders	9.10	18.20	27.30
OR			
Three Orders	7.28	14.56	21.84

Note:

1. The amount of Order shall be updated to price level of the last financial year at the rate of 8% per year compounded yearly.
2. The tender documents of only those bidders shall be considered who fulfill the eligibility criteria and submit documentary evidences in support of the same along with copy of performance certificate / repeat order from the same organization, if any.

- b) **Turnover-** Minimum average annual financial turnover (as certified by the Chartered Accountant) during the last three years, ending 31st March of the previous financial year, should not be less than the amount mentioned as under:

	For One HPGCL Plant	For Two HPGCL Plants	For Three HPGCL Plants
Average Annual Turnover (in Rs.)	5.46 crores	10.92 crores	16.38 crores

Note:

1. In case where audited results for the last preceding financial year are not available for determining the average annual turnover, certification of financial statements from a practicing chartered accountant shall be considered acceptable.
2. The bidder shall submit certified copies for the same duly audited by Chartered Accountant.
3. The turn over shall be updated to price level of the last financial year at the rate of 8% per year compounded yearly.

c) **TECHNICAL REQUIREMENT:**

1. Pellet Manufacturing Plant of the Bidder(s) should be situated in the State of Haryana and registered in the name of the bidder(s) as on last date of bid submission. The bidder(s) shall submit documentary proof in this regard. The Bidder(s) shall declare the address of their Pellet Manufacturing Plant along with other declarations as per **Annexure-II**. HPGCL reserves the right to inspect the firm's Plant before opening of Part-II of tender (Price Bid).
2. The bidder can quote only for the **Available Free Manufacturing Capacity (AFMC)** for biomass pellets. The calculation of Available Free Capacity shall be as under:

Available Free Manufacturing capacity in Tonnes per day (TPD) =
Existing Maximum Plant Manufacturing Capacity in TPD – Existing commitment/Order(s)#

Wherein maximum Existing Plant Manufacturing Capacity in TPD =
{(Rated Pellet Mill Capacity in TPH*No. of Pellet Mills *270*16)/365}
Or
{(Rated Hammer Mill Capacity in TPH*No. of Pellet Mills*270*16)/365}
whichever is lower.

Commitment/Order means PO/ Lol/LoA

Note:

- i. Bidder shall submit a Certificate by Practicing Chartered Accountant duly signed and stamped on his letter head, as per **Annexure-III**, clearly mentioning the Plant location, Plant capacity and available free manufacturing capacity.
- ii. In the absence of above document, bid shall be rejected.
- iii. Existing commitment/Order(s) shall be certified by practicing CA.
- iv. HPGCL may physically inspect the firm's plant for ascertaining the capacity before opening of Part-II of the tender (Price Bid) and also during the currency of the contract.
- v. Minimum AFMC, if quoting for

	One HPGCL Plant	Two HPGCL Plants	Three HPGCL Plants
Minimum AFMC (TPD)	50	100	150

- d) The bidder should possess GST Number and PAN number and copy of the same to be attached in the bid.
- e) A certificate to the effect is to be submitted that the tenderer is not black listed from any Public Sector undertakings of Central Govt. / State Govt. / SEBs / Corporations / any other reputed Thermal / Hydel Plant etc. (**Annexure-IV**).

Notes:

- a) The tender documents of only those bidder(s) shall be considered who fulfill the eligibility criteria / qualifying documents and submit documentary evidences duly attested in support of the same along with copy of performance certificate / repeat order from the same organization, if any.
- b) The firm should fill statement of bidder(s) as per Section-VII and submit authentic supporting documents for proving its credential.
- c) Originals of any/ all documents submitted by bidder(s) while tendering, may be asked for verification at the time of finalizing the tender or anytime thereafter.
- d) Decision of HPGCL regarding fulfilment of pre-qualification requirement shall be final and binding upon the bidder(s).

2. Disqualification of The Bidders / Tenderers:-

- a) Even though the bidder(s) 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.
- b) The Bidders shall supply partnership deed in case of partnership firm/Memorandum of Association and Article of Association in case of a company.
- c) 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.

**Executive Engineer /Planning-IV,
For Chief Engineer/ Planning,
HPGCL, Panchkula.**

Section-IV

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1. Please visit HPGCL website www.hpgcl.org.in and www.etenders.hry.nic.in for NIT details.
2. Bidders are instructed to submit their bids online only on Haryana e-portal website (www.etenders.hry.nic.in).
3. Unless exempted specifically, tenders not accompanied with the prescribed Cost of Tender shall be rejected. 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.
4. Tender received through Telefax / email or in physical form shall not be considered.
5. In case, any date specified for sale / receipt / opening of tenders, happens to be a public holiday, then next working day shall be considered automatically for the same.
6. All the costs and expenses incidental to the preparation of tender, discussions, conferences, if any, shall be borne by the tenderers and the HPGCL shall bear no liability whatsoever on such costs and expenses.
7. The Tender Evaluation Committee as constituted by HPGCL shall screen the documents / credentials as submitted by the bidders for eligibility / qualifying criteria before opening of Price Bid (Part-II) of tenders. Price Bid (Part-II) of firms, whose credentials for eligibility / qualifying criteria are found to be in order by the committee, will only be considered for opening.
8. **How to Quote Rates (Schedule of Rates):** The bidders are required to quote their rate online only as per Price Bid format (Part-II) of this tender. Variation or enhancement in quoted prices due to escalation or any other reason throughout the period of contract/delivery period shall not be permissible, except for GST which is to be levied by Govt. of India / State Govt. GST will be paid extra provided that the firm has quoted the present rate in Price Bid Format.
9. HPGCL reserves the right to reject any or all bids without assigning any reason.
10. **Preparation of Tender**
 - 10.1 Before submission of the tender, the bidders are requested to make themselves fully conversant with the technical specifications, nature of work, the site conditions, general conditions of contract, etc. so that no ambiguity arises at a later date in this respect. They may visit the site for acquaintance of actual working conditions and the nature of work.
 - 10.2 Only such firms will be authorized to participate in tender who would qualify the pre-qualification and submit the documentary proofs as per pre-qualifying criteria given in Section-III and as per Section-VIII of Checklist for bidders as set by HPGCL.
 - 10.3 Chief Engineer/Planning, HPGCL, Panchkula reserves the right to revise or amend the Terms and Conditions of bid documents prior to the date notified for opening of the tenders and also to postpone the date for submission and opening of tender without assigning any reason/s.
 - 10.4 Bidders are requested to adhere to all clauses of the NIT and terms & conditions to facilitate finalization of the contract. Any clarification with regard to the specifications can be sought by the bidders before submission of their tenders. No correspondence on this account will be entertained once the tender / bid is submitted by the bidder.
 - 10.5 Tender documents are not transferable.
 - 10.6 Not more than one tender for the work will be submitted by any firm.
 - 10.7 Tender shall be submitted online only in prescribed format and shall be considered completely as part of the contract document in case of successful bidder. The bidder will sign each & every page of the tender documents and amendments before uploading the same, as a token of acceptance of all the terms & conditions of the e-NIT.
 - 10.8 Bid of a firm, not in conformity with any clause of scope of work / terms & conditions / remuneration / penalties etc. of tender, is liable for rejection.

11. **Earnest Money Deposit (EMD):**

- 11.1 Bid Security (EMD) for following amount(s) shall be submitted offline prior to the due date and time for online bid submission in the form of Bank Guarantee as per format attached (Annexure-I).

Description	For One HPGCL Plant	For Two HPGCL Plants	For Three HPGCL Plants
Bid Security (EMD) (in Rs.)	36,40,000/- (Thirty six Lakhs Forty Thousand only)	50,00,000/- (Fifty Lakhs only)	50,00,000/- (Fifty Lakhs only)

The Bank Guarantee shall be made from any of the scheduled banks. Initially, this Bank Guarantee shall remain valid for a period of 270 days from the date of opening of Part-I (Techno-Commercial Bid) of e-NIT and the same shall be extended subsequently as per requirement till the tender is finalized. The bank guarantee shall be released after the award of contract and receipt of Security Deposit from successful bidders. EMD of unqualified bidders shall be returned as promptly as possible, within 30 days of declaration of qualification result and that of unsuccessful bidders shall also be released as promptly as possible after the award of contract.

- 11.2 EMD shall be submitted offline prior to date and time for online bid submission in the form of Bank Guarantee. If any bidder does not submit the BG as EMD in a separate sealed envelope prior to the date and time for submission of bid, his bid shall be rejected by HPGCL as being non-responsive.

12. **General Information:-**

- 12.1 The bidder shall keep the details of specifications / bid documents as confidential and they shall not be reproduced anywhere without the written authorization of HPGCL.
- 12.2 Direct or indirect canvassing on the part of the bidder or their representative will lead to disqualification from participation in the tender.
- 12.3 The offer of bidder to HPGCL shall be deemed to constitute an agreement between the bidder and HPGCL, whereby each tender shall remain open for acceptance by HPGCL. The bidder shall agree for neither to withdraw his offer nor to impair or derogate the same. If bidder is notified during the period of validity of tender that his tender has been accepted by HPGCL, he shall be bound by the terms of agreement constituted by this tender and such acceptance thereof by HPGCL shall be a Part of formal contract even if it is signed later by firm and HPGCL or agreement is replaced by HPGCL.
- 12.4 Bidder must not have any conflict of interest with HPGCL and the bidder must disclose in its bid the list of works being executed with HPGCL at present. Accordingly, HPGCL shall reserve the right to reduce the existing or proposed scope of work of the bidder.
13. Haryana based Micro, Small and Medium Industrial Enterprises (MSME) shall be provided exemptions/concessions in EMD/Bid Security, performance security, financial criteria etc. as per the Haryana State Public Procurement policy for MSME-2016 issued vide orders no. G.O.No.- 2/2/2016-4IBII (1) dated 20.10.2016 & G.O. No.-2/2/2016-4IBII (2) dated 20.10.2016 and further notification dated 13.08.2021 notified vide endst no. 2/2/2016-4I-BII. Some of the exemptions/concessions extended to MSME firms as per Government of Haryana policy dated 13.08.2021 (**Annexure-XIII**) are reproduced as under:

Micro & Small Enterprises (MSEs):

Area as part of...	Concessions/benefits allowed to MSEs	Eligibility
Tender Fee	Exemption on the payment of Tender Fee subject to fulfilment of conditions as per eligibility	Manufacturing Micro & Small Enterprises (including Khadi & Village Industries/Units) who have filed SSI Certificate/EM Part-II/Udyog Aadhar memorandum (UAM)/ Udyam registration in Haryana (applicable and valid on that date as per Govt. instructions) in respect of the quoted items, participate directly in tender and not through any intermediaries.....
EMD		
Turn Over	a) Micro-Enterprises: Concession of 80% on Turnover condition imposed as qualifying criteria b) Small Enterprises: Concession of 70% on Turnover condition imposed as qualifying criteria	Concerned MSE will be required to submit the copy of SSI Certificate/EM Part-II/Udyog Aadhar memorandum (UAM)/ Udyam registration in Haryana (applicable and valid on that date as per Govt. instructions) in respect of its category of Micro/Small issued to the firm.....
Past Performance & Experience	Exempted in respect of Past Performance & Experience as part of Qualifying Requirements of the tender subject to	Manufacturing Micro & Small Enterprises who have filed SSI Certificate/EM Part-II/UAM/ Udyam registration in Haryana (applicable and valid on that date as per Govt. instructions) and further

e	fulfilment of conditions as per eligibility	(a) Those MSEs have Quality Certification of ISI/ISO/Agmark/Quality Mark issued from competent authority in State or Central Government in respect of items/goods mentioned in the tender OR/AND (b) Those who are registered with DGS&D/NSIC/Gol department/State Govt. Department/Gol PSUs/State Govt. PSUs in respect of items/goods mentioned in the tender The firm will be required to submit the detailed information in respect of above.....
---	---	--

Medium Enterprises (MEs):

Area as part of...	Concessions/benefits allowed to MSEs	Eligibility
Past Performance & Experience	Exemption on Qualifying Requirement of Past Performance & Experience as part of Qualifying Requirements of the tender subject to fulfilment of conditions as per eligibility	Manufacturing Medium Enterprises of the State that have filed SSI Certificate/EM Part-II/UAM/ Udyam registration in Haryana (applicable and valid on that date as per Govt. instructions) for quoted items in Haryana, participate directly in tender and not through any intermediaries..... This concession will be applicable only for one year to newly registered Medium Enterprises of State..... The firm will be required to submit the detailed information in respect of above.....

Note:

- (a) For claiming exemption/concession, bidder(s) are required to upload necessary document(s)/certificate(s) along with Techno-commercial bid (Part-I). Further, for claiming exemption/concession of Past Performance & Experience, bidders are required to submit affidavit attached as **Annexure-V** (for Micro or Small Enterprise) or **Annexure-VI** (for Medium Enterprise) along with other supporting documents.
- (b) Any amendment or changes carried out by Government of Haryana in MSME policy will be applicable.
- (c) For claiming any MSME benefits, Bidder(s) should read GoH MSME policy dated 13.08.2021 (**Annexure-XIII**) thoroughly and carefully.

14. **Evaluation Criteria Of Bids:**

- 14.1 The quoted prices should be FOR destination i.e. stock yard of Rajiv Gandhi Thermal Power Plant (RGTPP) Khedar Hisar, Deen Bandhu Chhotu Ram Thermal Power Plant (DCRTPP), Yamuna Nagar and Panipat Thermal Power Station (PTPS), Panipat. The prospective bidders are requested to quote the prices (**on portal only**) as per the format given in Price-Bid (Part-II)-Section-IX
- 14.2 Bidder(s) can quote their rates for one plant or more than one plant. Prices will be compared plant wise. Bidders will have to quote for fixed quantity of 50 TPD per plant and will have to offer the same quantities for 2nd year also. Bidders not quoting for both the years will be rejected. If quote is for less than 50 TPD per plant then his bid shall not be considered & if more than 50 TPD per plant then it will be considered as 50 TPD per plant.
- 14.3 The bidders shall quote the offered quantity in Part-I (Technical Bid) of the e-NIT only, in the format attached as **Annexure-VII**. Bid submitted without the quantity offered for HPGCL(s) plant in Part-I (Technical Bid), shall be rejected.
- 14.4 The bid comparison shall be done on Rupees per 1000 Kcal basis.
- 14.5 HPGCL reserves the right to follow bucket filling approach while evaluation of the tender on the basis of negotiated rates per 1000 Kcal. The price negotiation shall be held with the bidders by the competent authority. However, HPGCL reserves the right to allocate quantities in excess of 50 TPD/Plant, as per requirement, based on bidder's Available Free Manufacturing Capacity.
15. **Cartel Formation:** Cartel formation is against the basic principle of competitive bidding and defeats the very purpose of open and competitive tendering system. Such practices shall be severely discouraged and dealt with stern action which includes suitable administrative action, like rejecting the offers, reporting the matter to appropriate authority to take suitable actions against such firms.
16. **Validity of Price Bid:-** The validity of quoted prices shall be 180 days from the date of opening of Part-II i.e. 'Price Bid'.
17. **Deviations:-** No deviation on the specifications, terms & conditions of bid, scope of work, remuneration & penalties etc. of tender shall be accepted. Once bidder submits the tender online, it is presumed that all the terms & conditions are accepted.

18. **Corrupt or fraudulent practices**

HPGCL requires that Bidders should observe highest standard of ethics during the execution of contract and that the Bidders / Contractors do not indulge in corrupt or fraudulent practices. In pursuance of this policy, HPGCL defines for the purposes of this provision, the terms corrupt practice and fraudulent practice as follows:

- i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the HPGCL, and includes collusive practice among bidders (prior to or after tender submission) designed to establish tender prices at artificial, non-competitive levels and to deprive HPGCL of the benefits of free and open competition;
 - iii. HPGCL will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - iv. HPGCL will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a HPGCL contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a HPGCL contract.
19. HPGCL reserves the right to cancel the NIT or to change qualifying requirement or to reject any or all the tenders so received without assigning any reason.
20. Any information regarding tender can be sought from the office of Executive Engineer/Planning-IV, HPGCL, Panchkula (xenplgp4.pkl@hpgcl.org.in) on any working day prior to last date of submission of tenders.
21. 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
22. The bidders shall observe the highest standards of ethics during the submission of tender, procurement and execution of the contract. In case of evidence of cartel formation by the bidder(s) EMD is liable to be forfeited.
23. **Eligibility of the black listed firms to participate in NIT-** The firms who have been blacklisted by HPGCL or any other Centre or State Power Utility/ Board or Corporation/ or any other Thermal/Hydro Electricity project shall not be eligible to bid against the NIT of HPGCL, However;
- a) In case the blacklisting of the firm is for a specific plant and not for the organization as a whole then such blacklisting will not tantamount to ineligibility of the bidder.
 - b) Blacklisting of the firm by any unit of the HPGCL shall be considered as ineligibility of the firm at any other project of HPGCL.
 - c) In case any firm was blacklisted for a limited period in past by any organization and presently such blacklisting has removed by such organization then it will not tantamount to ineligibility of the bidder.
 - d) Firm has to certify itself for its eligibility with supporting documents to participate in the NIT stating that it has not been blacklisted by any organization presently, however in case at a later stage such certification found wrong then it will lead to misrepresentation of the facts and the firm shall be treated as blacklisted on this ground and action shall be taken as per HPGCL regulation 36 and 37."
24. HPGCL reserves the right to reject the bids of the firms quoting rates more than Benchmark price of Rs. 2.58/1000 kcal (excluding transportation and GST) of Torrefied Biomass Pellets notified by Ministry of Power vide letter dated 18.11.2024.

**Executive Engineer /Planning-IV,
For Chief Engineer/Planning,
HPGCL, Panchkula.**

SECTION-V
Scope of Work and Special
Conditions of Contract

SCOPE OF WORK AND SPECIAL CONDITIONS OF CONTRACT

TECHNICAL SPECIFICATIONS FOR PADDY STRAW BASED TORREFIED BIOMASS PELLETS

SN	Description/ Clause																																																											
1.	Scope of Work	<p>1.1 The scope of work under this package shall include supply, loading, transport, and delivery of material at the Power plant as per the guaranteed parameters mentioned in clause 1.2 of the bid document.</p> <p>Details of Material and supply duration: The quantity of torrefied pellets to be supplied by the bidder(s) shall be as under:-</p> <p align="center">Table-A</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th align="center" colspan="3">Plant wise Quantity of Biomass pellets to be procured</th> </tr> <tr> <th style="width: 50%;"></th> <th align="center">Annual Quantity in Metric Ton (MT)</th> <th align="center">Per Day Quantity in Metric Ton Per Day (MTPD)</th> </tr> </thead> <tbody> <tr> <td>PTPS, Panipat</td> <td align="center">85,000</td> <td align="center">232.88 (233)</td> </tr> <tr> <td>DCRTPP, Yamuna Nagar</td> <td align="center">90,000</td> <td align="center">246.58 (247)</td> </tr> <tr> <td>RGTPP, Hisar</td> <td align="center">1,80,000</td> <td align="center">493.15 (493)</td> </tr> <tr> <td align="center">Total</td> <td align="center" colspan="2">3,55,000</td> </tr> <tr> <td align="center" colspan="3">Total Quantity = 3.55 Lakh MT</td> </tr> </tbody> </table> <p>Note:</p> <ol style="list-style-type: none"> HPGCL may extend the purchase order for another one year to procure the quantity up to 3.55 lakh MT in 2nd year subject to satisfactory performance of the firm and requirement of HPGCL. The quantity in the extended period will be up to the same quantity as per ordered quantity for respective suppliers. Per day quantity in MTPD has been calculated by dividing annual ordered quantity by 365. Plant wise annual awarded quantity shall be fixed. However, the quantity in MT per day, to be supplied, shall be ordered quantity divided by 365. Daily requirement, on monthly basis, would be intimated to successful bidder by respective HPGCL Plant as detailed under Clause No. 3.3. HPGCL may re-allocate quantity among HPGCL plants as per requirement. <p>1.2 Table-1: Technical Specification for Agro residue-based Pellet.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th align="center">Sl. No</th> <th align="center">Technical Data</th> <th align="center">Unit</th> <th align="center">Specification for Torrefied Pellets</th> </tr> </thead> <tbody> <tr> <td align="center">1.</td> <td>Base Material</td> <td align="center">n. a.</td> <td>Agro Residue / Crop Residue (wood based pellets will not be acceptable)</td> </tr> <tr> <td align="center">2.</td> <td>Diameter</td> <td align="center">mm</td> <td>Not more than 25mm No other dimension should exceed 35 mm</td> </tr> <tr> <td align="center">3.</td> <td>Bulk Density</td> <td align="center">Kg/m³</td> <td>Not less than 600</td> </tr> <tr> <td align="center">4.</td> <td>Fines%(Length <3mm) (ARB*)</td> <td align="center">wt%</td> <td>Fines<=5%</td> </tr> <tr> <td align="center">5.</td> <td>Moisture (ARB)*</td> <td align="center">wt%</td> <td>Not more than 14%</td> </tr> <tr> <td align="center">6.</td> <td>Gross Calorific Value(ARB)**</td> <td align="center">Kcal/Kg</td> <td>Torrefied: 3400-5000</td> </tr> <tr> <td align="center">7.</td> <td>Hard Groove Grindability Index (HGI)</td> <td></td> <td>Not less than 50</td> </tr> <tr> <td align="center">8</td> <td>Volatile Content</td> <td align="center">%</td> <td>Should be ≤ 22%</td> </tr> </tbody> </table> <p>* ARB - As Received Basis ** GCV ranges are indicative.</p> <p>Note: HPGCL reserves the right to incorporate any new specifications/</p>		Plant wise Quantity of Biomass pellets to be procured				Annual Quantity in Metric Ton (MT)	Per Day Quantity in Metric Ton Per Day (MTPD)	PTPS, Panipat	85,000	232.88 (233)	DCRTPP, Yamuna Nagar	90,000	246.58 (247)	RGTPP, Hisar	1,80,000	493.15 (493)	Total	3,55,000		Total Quantity = 3.55 Lakh MT			Sl. No	Technical Data	Unit	Specification for Torrefied Pellets	1.	Base Material	n. a.	Agro Residue / Crop Residue (wood based pellets will not be acceptable)	2.	Diameter	mm	Not more than 25mm No other dimension should exceed 35 mm	3.	Bulk Density	Kg/m ³	Not less than 600	4.	Fines%(Length <3mm) (ARB*)	wt%	Fines<=5%	5.	Moisture (ARB)*	wt%	Not more than 14%	6.	Gross Calorific Value(ARB)**	Kcal/Kg	Torrefied: 3400-5000	7.	Hard Groove Grindability Index (HGI)		Not less than 50	8	Volatile Content	%	Should be ≤ 22%
Plant wise Quantity of Biomass pellets to be procured																																																												
	Annual Quantity in Metric Ton (MT)	Per Day Quantity in Metric Ton Per Day (MTPD)																																																										
PTPS, Panipat	85,000	232.88 (233)																																																										
DCRTPP, Yamuna Nagar	90,000	246.58 (247)																																																										
RGTPP, Hisar	1,80,000	493.15 (493)																																																										
Total	3,55,000																																																											
Total Quantity = 3.55 Lakh MT																																																												
Sl. No	Technical Data	Unit	Specification for Torrefied Pellets																																																									
1.	Base Material	n. a.	Agro Residue / Crop Residue (wood based pellets will not be acceptable)																																																									
2.	Diameter	mm	Not more than 25mm No other dimension should exceed 35 mm																																																									
3.	Bulk Density	Kg/m ³	Not less than 600																																																									
4.	Fines%(Length <3mm) (ARB*)	wt%	Fines<=5%																																																									
5.	Moisture (ARB)*	wt%	Not more than 14%																																																									
6.	Gross Calorific Value(ARB)**	Kcal/Kg	Torrefied: 3400-5000																																																									
7.	Hard Groove Grindability Index (HGI)		Not less than 50																																																									
8	Volatile Content	%	Should be ≤ 22%																																																									

		<p>guidelines/testing procedure as notified by MoP/SAMARTH Mission/ any other Govt. department/organization as per requirement during currency of contract.</p> <p>1.3 Mode of transportation:</p> <p>a) The default mode of transportation is covered truck with the waterproof arrangement, however, the supplier(s) may also offer transport by rail mode with the prior consent of the respective power plant management.</p> <p>b) Unloading shall be in the scope of Power Plant provided material is loosely filled in the Carriage vehicle. Carriage vehicles should be fully covered and waterproofed during transportation to prevent the material from rain, sunlight and dust aspects.</p> <p>c) The Supplier(s) may supply the material i.e. Biomass pellets packed in bags. In that case, the supplier(s) shall unload the material at his own cost and extra charges, if any, shall be borne by the supplier(s).</p> <p>1.4 Before unloading, samples shall be tested for moisture content and HGI.</p> <p>1.5 Demurrage, if any, on the carriage vehicle will be borne by the Supplier.</p>
2.	Raw Material for Pellet Manufacturing	<p>a. Base material for pellet manufacturing shall be agro residue which means the leftover portion of the agriculture produce such as stubble/straw/stalk/husk of those agro residues which are surplus and not being used as animal fodder such as paddy, soya, arhar, gwar, cotton, gram, jawar, bajara, moong, mustard, sesame, til, maize, sunflower, jute, coffee, etc., as well as groundnut shell, coconut shell, castor seed shell, etc., bamboo and its by-products (e.g. bamboo chips, cuttings, bamboo dust, etc.), pine cone/needle, elephant grass, sarkanda and horticulture waste such as dry leaves and trimmings generated during the maintenance and pruning of trees and plants.</p> <p>b. <u>Agro residue (Paddy straw) should be sourced from Haryana only.</u> Use of minimum 50% raw material as stubble /straw/crop residue of rice paddy is mandatory.</p> <p>In this regard, the firm will make payments to the farmers directly through Agriculture & Farmers Welfare Department portal agriharyana.gov.in and the firm will submit documentary proof along with bill in this regard as and when the paddy straw is purchased.</p> <p>In case the ibid portal is not fully functional/operative, then the firm shall be allowed to procure paddy straw directly from the farmers/aggregators of Haryana and will have to submit documentary evidence (from where the paddy straw has been sourced) in the form of Certificate from Block Agriculture Officer & above at District Level as per the Agriculture and Farmers Welfare Department memo no. 3508-49/JD(AE) dated 08.11.2024 (Annexure-VIII).</p> <p>However, any directions / notification issued by GoH subsequently, in this regard, shall supersede the above.</p> <p>c. Firm shall comply HAREDA order dated 02.01.2023 (Annexure-IX) regarding allocation of Service Areas for procurement of paddy straw.</p> <p>d. Agro residue-based biomass pellets can be manufactured by mixing single or multiple base materials together.</p> <p>e. Mixing material such as by-products of woodwork factory such as wood chips, sawdust, furniture waste, etc., bagasse, molasses, bamboo dust, or natural additives/binder such as lignin, starch, and</p>

		<p>cow dung animal dung may also be used with agro residue in limited proportion to enhance material properties and same shall be explicitly mentioned by the supplier in consignment details.</p> <p>f. Substance prone to generate obnoxious/unpleasant odor like Press Mud & poultry waste shall not be used for Pellet manufacturing.</p> <p>g. Wood obtained from tree cutting shall not be treated as agro residue and shall be not be used as base material or for mixing purposes whatsoever.</p> <p>h. The Supplier(s) shall mention the name(s) of all the agro/crop residue(s) as well as its binder(s) used for manufacturing torrefied pellets and their approximate proportion in consignment details during the dispatch of material.</p> <p>i. Natural additives/binder such as lignin, starch, animal dung, etc. can be used in Limited Proportion for manufacturing torrefied pellets if required and the same shall also be explicitly mentioned by the supplier(s) in consignment details.</p> <p>j. HPGCL reserves the right to exclude any base material/additive/ binder or modify their proportion.</p>
3.	Period of Contract	<p>3.1 Period of contract:</p> <p>A) Supply Duration:</p> <p>i. The period of supply for the bidder shall be one (01) year from the date of its first supply received at respective Plant. Further, if the supplier(s) is/are not able to supply the allocated quantity of pellets to Plant due to any reason attributed to Plant or reason mentioned in force majeure clause, Time Extension shall be to the extent of the period of non-supply due to reasons attributable to the HPGCL Plant or as mentioned in the force majeure clause of this e-NIT</p> <p>ii. Further, period of contract can be extended for upto one (01) year plus Time Extension therein defined above on same terms & conditions of this NIT/PO, subject to satisfactory performance of the firm and as per requirement of HPGCL. Price of biomass pellets in second year of supply shall be determined as per the price escalation formula, given in Clause No. 4.3 of this e-NIT after successful completion of 1st year supply .</p> <p>iii. In case, the firm failed to supply the contracted quantity in the supply duration as mentioned above, the contract is liable to be closed and action as per the provisions of e-NIT/PO shall be initiated against the firm.</p> <p>B) Delivery Commencement:</p> <p>The supplier(s) shall start delivery of material within a period of 30 days after issuance of Purchase Order (PO) or 02 days after receipt of delivery schedule from respective Plant, whichever is later. However, if the firm fail to start the delivery within stipulated period, then LD shall be imposed as per clause 4.5 and if the firm fails for another 30 days, HPGCL reserve the rights to cancel the PO and forfeit the Security Deposit.</p> <p>3.2 Delivery Address:</p> <p>The consignment of torrefied biomass pellets shall be delivered to the following address:-</p> <p>a) PTPS, Panipat b) RGTTP, Khedar, Hisar c) DCRTTP, Yamuna Nagar</p> <p>3.3 Delivery Schedule:</p> <p>Default delivery schedule shall be the quantity allocated to the supplier(s) for the supply of pellets on a daily basis, based upon the annual ordered quantity. Accordingly, the supplier(s) shall deliver that quantity of pellets to the Plant site.</p> <p>A period of 30 days after issuance of PO or 02 days after receipt of</p>

		<p>delivery schedule from respective Plant, whichever is later, shall be given to the supplier(s) to commence the supplies.</p> <p>Based on the actual plant load factor and requirement of the HPGCL plant(s), daily supply schedule would be intimated to successful bidder by respective HPGCL plant(s) within one week of issuance of PO and the schedule shall continue till HPGCL plant(s), revise the same. In case HPGCL plant(s) needs to revise the daily supply schedule, one week notice shall be given to the supplier(s).</p> <p>There should be continuous offtake of the biomass by the plant as per the terms of the contract. However, HPGCL reserves the right to take appropriate action including stoppage of supply of biomass pellets, if at any stage, it is felt that there is violation of any clause of NIT. Further, if supply is stopped by HPGCL for more than 7 days, then mobilization period of upto 05 days shall be given to the Supplier(s) for resuming the supply.</p> <p>Although the Supplier(s) shall supply the pellets as per the above delivery schedule, however, the supplier(s) shall have the flexibility to supply the material in higher quantity than the delivery schedule on mutual consent basis to meet the annual supply requirement. In such a case, the supplier(s) shall give one-week advance intimation to the Plant site and the site shall give the consent to supply material in higher quantity after assessing traffic congestion or other aspects as required.</p> <p>Power Plant can also give a reduced daily delivery schedule to the supplier(s) by giving one-week advance notice through the official e-mail ID of the Engineer-in charge or e-mail ID of any other person authorized by him and the supplier(s) shall dispatch the consignment accordingly.</p> <p>In case, if a Plant is not able to offtake the contracted quantity of Biomass in a given period due to technical/non-technical reasons, it may be either stored at Plant end or diverted to other plant of the same organization OR the period of supply in the same plant may be extended without LD.</p> <p>HPGCL reserves the right to divert the material destined to one HPGCL plant to any other HPGCL plant as per the requirement without any additional cost.</p>
4.	Price & its Effectiveness	<p>4.1 Price Basis:- Free on Road/Rail at Plant Site Stores.</p> <p>4.2 Freight charges:- The materials shall be dispatched by road on "Freight paid" basis through supplier's transporter.</p> <p>4.3 Price Escalation:</p> <p>Price Escalation shall be allowed from completion of contract period of one year and grace period if any.</p> <ul style="list-style-type: none"> FOR destination Prices quoted by the Supplier(s) shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labour, Diesel, Electricity, cost of raw material in accordance with the procedures specified below: <p>It is understood that the price component of the items for any shipment/dispatch comprises of a fixed portion (designated as 'F' and the value of which is specified hereunder) and a variable portion linked with the indices for raw material, labour, Diesel, Electricity (description and co-efficient as enumerated below).</p> <p>The amount of price adjustment towards variable portion payable/recoverable on each shipment/dispatch shall be computed as under:</p> $EC = EC1 - EC0$ <p>EC1 will be computed as follows:</p> $EC1 = EC0 \{ F + a \times (A1/A0) + b \times (B1/B0) + d \times (D1/D0) + Lb \times$

(L1/L0)}

Where,

EC = Adjustment to FOR destination Price Component expressed in the currency of the Contract payable to the contractor for each shipment/dispatch.

EC1 = Adjusted Amount of FOR destination Price Component expressed in the currency of the Contract payable to the Contractor for each shipment/dispatch.

EC0 = FOR destination Price for the item in the currency of the Contract, shipment/dispatch wise.

F = The fixed portion of Component of the Contract Price. It shall be 0.08.

a= Co-efficient of High speed Diesel fuel, it shall be 0.13

b = Co-efficient Electricity, it shall be 0.17

d = Co-efficient for raw material component, it shall be 0.42

Lb = Co-efficient for labour component which shall be 0.20

A0 = High Speed diesel oil price as on one month prior to date of submission of Price bid.

A1 = High Speed diesel oil price as on one month prior to the date of shipment.

Note: Price of High-Speed diesel oil, at Pump Station of Indian Oil Corporation or HP or any other Govt. oil company nearest to the Project Site, where the material shall be delivered. (Selling price inclusive of taxes and duties as per litre of H.S.D. Oil).

B0 = WPI (Electricity) as on one month prior to date of submission of Price bids.

B1 = WPI (Electricity) as on one month prior to the date of shipment.

Note: As per Office of Economic Advisor

D0 = Raw material price as on one month prior to date of submission of Price bids.

D1 = Raw material price as on one month prior to the date of shipment.

Note: The values of D1 & D0 shall be derived from Central Electricity Regulatory Commission (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulation, 2020 as per the applicable year. The CERC regulations considers an escalation of 5% per year in the raw material price.

L0 = All India Consumer Price Index for Industrial workers (All Indian Monthly Average) as on one month prior to the date of submission of bid.(All Indian Monthly Average) as on one month prior to date of submission of Price bid.

L1= All India Consumer Price Index for Industrial workers (All Indian Monthly Average) as on one month prior to the date of shipment.

Note: As published by Labour Bureau Shimla, Govt. of India.

Note: Above formula would be used for calculation of price adjustment for supply of material for 2nd year after successful completion of 1st year supply. The rates for 2nd year will remain firm for entire year.

4.4 Security Deposit:

The successful bidder shall submit performance security deposit @2% of contract value in the form of Performance Bank Guarantee (PBG) within 15 days of award of Purchase Order (PO).

Security Deposit of the firm, unless or otherwise specifically mentioned, shall be released after completion of the contract. If the firm fails or neglect to observe or perform any of its obligation under the contract, it will be lawful for HPGCL to forfeit either in whole or part at its absolute discretion, the security deposit furnished by the firm.

No interest shall be payable to the firm on Security Deposit and Earnest Money Deposit (EMD).

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

In case after having been issued the PO/Lol/Notification of Award of a package, if the bidder does not accept the PO/Lol/Notification of Award or do not submit an acceptable Performance Security, which results in tender being annulled then the bidder shall be treated ineligible for participation in retendering of this particular package. Further, such vendor shall also be dealt as per the provisions of the policy for Withholding and Banning of Business Dealings.

If after award of the Purchase Order/Lol/Contract it is found that the manufacturing platform from which supplies are being made, is not registered in the name of the Supplier, to whom Purchase Order/Lol/Contract is awarded, then the Contract shall be terminated and Security Deposit of the bidder is liable to be forfeited and bidder is also liable to be debarred for participation in subsequent tenders.

4.5 Liquidated Damages (LD):

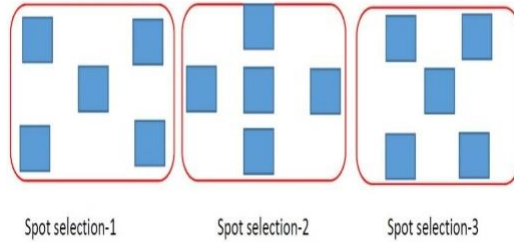
The supplier(s) shall start delivery of material within 30 days of PO or 02 days from receipt of supply schedule from respective HPGCL plant, whichever is later. Thereafter LD shall be applicable.

- a) Liquidated Damage (LD) shall not be applicable for short supply up to 15% in a month against aggregate of daily delivery schedule in that month for the respective plant. However, for monthly short supply beyond 15%, liquidated damage (LD) shall be recovered from supplier(s) @ 5% of price of the biomass pellets for shortfall quantities.
- b) In case supply of biomass pellets is stopped for more than 07 days by HPGCL, then mobilization period of 05 days shall be given to the Supplier(s) for resuming the supply. The period, including stoppage of supply period and mobilization period, shall be treated as 'No LD period'.
- c) Although the Supplier(s) shall supply the material as per quantity ordered to supply on a daily basis (i.e. XXX MT per day for respective Plant), the Supplier(s) shall have the flexibility to supply the material in higher quantity than offered to supply on daily basis on mutual consent basis to meet the annual supply requirement.
- d) In such case, the Supplier(s) shall give one-week advance intimation to the Plant site and the site shall give the consent to supply material in higher quantity after assessing the traffic congestion or other aspects as required.
- e) HPGCL reserves the right for reduction in Purchase Order quantities as per the Plant Load Factor/ scheduling of power plant, in view of any force majeure and any other circumstances beyond the control of HPGCL or to short close the contract by giving 15 days' notice.
- f) Penalties for short supply beyond 15% calculated on monthly basis will be levied at the rate of 5% of the awarded price for the shortfall quantity for respective Plant.
- g) GST extra as applicable shall also be levied on Liquidated Damages.
- h) Total amount of LD for shortfall in supply shall not exceed 5% of the total contract price.

5.	Quantity Determination	<p>a. Weighing of vehicles shall be carried out on weigh bridges (for tare and gross) at Power Plant. The Supplier(s) may witness the weight of vehicles. Power Plant representative will accompany the Supplier(s) representative when any such visit is carried out. Supplier(s) shall intimate Power Plant representative via e-mail at least two days in advance about the date of such visit.</p> <p>Net weight = Gross weight less the Tare weight, both as measured at Power Plant weighbridge</p> <p>Power Plant may provide a copy of calibration certificates of weighbridge if requested by the Supplier(s). Power Plant shall undertake the calibration of Weigh Bridge in line with the schedule/practice as recommended by Legal Metrology.</p> <p>b. Any other contingency may be mutually discussed and settled.</p> <p>c. Net adjusted quantity received at the Plant i.e. quantity worked out by Power Plant after carrying out adjustment/rejection due to quality variations for the Base Parameters, if any, shall be applicable for payment.</p>
6.	Quality Determination	<p>6.1 HPGCL Power Plants will carry out the sampling and analysis of torrefied pellets at Power Plant as per the provisions of either BIS or ASTM at the option of Power Plant. Power Plant will carry out the sampling and testing process as per the relevant BIS (IS 436 Part-1) standards for vehicle top sampling.</p> <p>6.2 The authorized representatives of Power Plant and pellet supplier(s) shall jointly witness the process of sample collection and preparation of the laboratory samples. The representatives shall put their signature on the sample tags in evidence of the process of sampling. Both consumer and pellet supplier(s) shall sign on the samples register maintained by the Power Plant at the unloading end.</p> <p>In the absence of supplier representative, sample as collected and prepared by HPGCL Power Plants at unloading end will be considered as final for all purposes.</p> <p>6.3 For purpose of rejection test, samples shall be tested by Power Plants for Moisture & HGI before unloading. If test result of sample collected from a truck/consignment meets Technical parameter criterion as given in (Table-1) for moisture &/or HGI whichever is applicable, then truck/consignment will be allowed for unloading. The sample for VM and other parameters shall be taken after unloading, truck/consignment will be rejected if test result meets the rejection criteria as given in (Table-3) and it shall be the supplier's responsibility to carry it back on his own cost.</p> <p>6.3(a) Truck/wagon sample collection methodology: The sample quantity of approximately 30 Kg is to be collected from each truck/wagon/consignment from 4-5 randomly selected spots on the truck/wagon top after removing biomass pellet layer of random depth[#] from the top. Approximately 5-6 kg of sample is to be collected from each spot for rejection test on Moisture and HGI.</p> <p>In addition to above, Power Plant shall collect 2-3 Samples (or higher numbers) from each truck after unloading of pellets to ensure the true representative sample of the supplied Pellets. These samples may be used by Power Station for determining the parameters like GCV or other parameters as specified which shall be used for Rejection/Payment Purpose.</p> <p>[#] Sampling Collection from random depth may be done by Power Plant using standard equipment/ indigenous Equipment. ISO18135</p>

may be referred for different Sampling equipment.

6.3(b) Spot selection: Five spots are selected for sampling of biomass pallet as shown in figure below. Any one spot selection option will be decided by Power Station staff after viewing the biomass loading pattern. Spot selection is not invendor's scope.



6.4 For testing of GCV and other Technical parameters, single sample shall be prepared for all the consignments received in a day from a particular Supplier. For avoidance of doubt, in case supply is from multiple Suppliers in a day, Supplier-wise sample shall be prepared for all the consignment received in a day.

6.5 The final laboratory sample shall be divided into 3 (three) parts. Part-1 of the sample is for analysis of GCV and other technical parameters by Power Plant lab at site. Part-2 sample is to be handed over to the pellet supplier(s) for its own analysis. Part- 3 of the sample, called Referee sample, shall be sealed jointly and shall be kept with Power Plant under proper lock and key arrangement.

6.6 HPGCL representative(s) will have the right to witness the process of torrefication/production of pellets at firm's works, without any prior intimation.

6.7 The Power Plant's representative will have the right to witness sampling and testing of pellets for the Base Parameters at the loading end.

6.8 The supplier's representative will have the option to witness the sample collection, preparation, testing of the main sample, and final packing of the reserve sample. Any dispute related to sampling, preparation, and analysis activity has to be raised strictly within 48 hours of the respective activity. Further, any dispute related to testing results may be raised strictly within 07 days of the declaration of the results by the Power Plant. The disputes concerning sampling and testing may be entertained only if backed up by logical and justifiable reasons. Frivolous/repeated disputes may invite penal action by Power Plant.

6.9 As this process of sampling and preparation is a continuous round the clock process to deal with the multiple consignment workloads, so Power Plant would carry out the process as per the time deemed suitable for the process. Hence, it is the responsibility of the supplier's representative to be available at all times to witness the same.

6.10 Power Plant may request Supplier(s) to withdraw representative who is not diligent and/or is not cooperative. Frivolous/unreasonable objections to the sampling and testing process at Power Plant will not be entertained. It may be noted that witnessing testing (if any) carried out outside the Power Plant lab will not be feasible and should be avoided.

6.11 Power Plant may also consider (at its option) sharing part of the sample (third sample) with the Supplier(s). The third sample is for reference of the Supplier(s) only and results of analysis of the third sample will not be considered for determining the payments.

6.12 Referee samples will be preserved in the Power Plant laboratory under locked almirah in sealed condition in a moisture-free area for 30 days (from the date of declaration of such results) in the safe custody

of the Power Plant.

6.13 Generally, Quality reports will be generated within 07 working days of receipt of the material and the same will be communicated to the Supplier(s), subject to receipt of loading end quality report.

6.14 In case dispute is raised within the stipulated time period, the Reference sample shall be analyzed in a NABL accredited laboratory as notified by Power Plant from time to time, expense of which shall be borne equally by both Power Plant and pellet supplier(s). Expense borne on supplier(s) part shall be adjusted against payment to the supplier(s). NABL accredited laboratory report of referee sample shall be final and binding on both the parties.

6.15 It may be noted that referee samples shall only be used in case of conflict of quality and price adjustment, whereas, in case of rejection of consignment due to Total Moisture (TM) &/or HGI &/or Volatile matter (VM) content whichever is applicable, Power Plant reported Total Moisture (TM) &/or HGI &/or Volatile matter (VM) content result will be final and binding

6.16 To prevent misuse of the facility by disputing the majority of results of the lot, Power Plant will abort this reserve testing process in case if the reserve sample results (first two) are within the repeatability limits from original results. In this case, original results will be considered for payment purposes.

6.17 Any pellet that is received at Power Plant will not be returned/ permitted to be collected by the Supplier(s) unless agreed to in writing by Power Plant.

6.18 Standards/Methods as per the table below will be referenced/used for quality determination:

S.No.	Technical Data	Testing Method/Standard
1.	Dimension (Diameter & Length)	IS 17643 : 2021 or Equivalent method mutually agreed
2.	Fines (%)	IS 17656 : 2021 or Equivalent method mutually agreed
3	GCV(ARB)	IS 17654 : 2021 or Equivalent method mutually agreed
4.	Moisture content (ARB)	Method based upon IS 17655 (Part 1, & 3): 2021 or Equivalent method mutually Agreed (Hand-Held Moisture Meter may also be used subject to Power Station satisfaction.)
5.	HGI	IS 4433 or Equivalent method mutually agreed
6.	Volatile Matter	IS 17844: 2022 or Equivalent method mutually agreed

6.19 For Determination of Total Moisture (TM) content:

a. Samples shall be collected from each truck/dumper for TM determination.

b. TM will be determined by Power Plant lab validated method based on IS 17655 (Part 1 & 3) Total Moisture will be computed as per the formula below:

$$TM\% = (W1-W2) \times 100 / W1$$

Where: W1= Initial Weight of Sample
W2= Final Weight of Sample

Note: Before unloading, samples shall be tested for moisture at Station end. If this value is in the rejection level range, the consignment shall be rejected and it shall be the suppliers' responsibility to carry

it back at his own cost.

7. Computation Methodology For Various Recoveries/ Quantity Adjustments

7.1 The supplier(s) shall guarantee technical parameters of agro residue-based pellets as given in Table-1 under clause 1.2. The characteristics contained in Technical Specification (Table-1 under clause 1.2.) shall be adhered to and maintained and non-adherence shall result in 'Quantity and Price Adjustment' as per clause 7.2 or even rejection as per clause 7.4 of this volume.

7.2 Acceptance range with/without pro-rata price / quantity adjustment:

7.2.1 The agro residue-based pellets supplied shall conform to technical specifications as given in Table-1 under clause 1.2. But, in case consignment of agro residue-based pellets does not meet the guaranteed parameters for GCV and fines %, but are within the acceptable limit as given in Table 2 given below, the consignment shall be accepted but with a pro-rata price/ quantity adjustment as applicable.

Table 2: Parameters on Acceptable Limits

Sl. No.	Technical Data	Units	Acceptance range with pro-rata Price /Quantity adjustment
1	Gross Calorific Value(ARB*) – Torrefied	Kcal/Kg	As per clause 7.2.2.1
2	Fineness% (ARB)	Wt %	As per clause 7.3

*ARB: As the received basis.

7.2.2 Price Adjustment for Gross Calorific Value (GCV)

If a consignment of agro residue-based pellets does not meet the guaranteed parameters for Gross Calorific Value (ARB) but is within the acceptable limit, the consignment shall be accepted but with pro-rata upward or downward price adjustment as calculated using the following formula:

7.2.2.1 Torrefied Pellet:

a. Stipulation of limits for Quoted GCV: Based on the Base material and Mixing material as per technical specification, Bidder is required to quote GCV value of biomass in Kcal/Kg within the range as mentioned below:

Minimum Limit- 3400 Kcal/Kg
Maximum Limit-5000 kcal/Kg

b. Supplier shall supply the agro residue based torrefied biomass pellets of GCV not less than 3400 kcal/kg. Price shall be adjusted for GCV variation of supplied material as below:

For GCV (ARB) \geq 3400Kcal/Kg [For GCV more than or equal to 3400Kcal/Kg]

Pro-rata price adjustment shall be done for GCV variation within acceptable GCV range of supplied material as per following formula: -

$$\text{Adjusted FOR price} = [\text{Quoted FOR price} \times \text{Actual GCV (ARB)}] / \text{Quoted GCV (ARB)}$$

*FOR Price- FOR Destination Price

c. In case upward GCV variation is more than the Maximum Limit for Torrefied Biomass Pellets then Price adjustment on account of GCV shall be limited to Maximum Limit for Torrefied Biomass Pellets only.

d. The downward GCV variation from Minimum limit, pro-rata price adjustment shall be done for GCV variation of supplied material as per following formula:

For GCV 3400 Kcal/Kg> Supplied Pellet GCV=>3000 Kcal/Kg [For GCV less than 3400 Kcal/Kg AND more than or equal to 3000 Kcal/Kg]

Adjusted FOR price= $0.75 \times [\text{Quoted FOR price} \times \text{Actual GCV(ARB)}] / \text{Quoted GCV (ARB)}$

e. In case of Supplied Pellet GCV (ARB) is less than 3000 kcal/Kg, material is liable for rejection and no payment shall be made for already delivered and consumed material of GCV less than 3000 Kcal/kg.

Note: In case, supplier is found to frequently supply the material of GCV less than 3400 Kcal/Kg or found to take deviations in other technical parameters, warning letter shall be issued to supplier.

f. However, if material is supplied below 3000 Kcal/Kg in more than 3 (Three) instances in a month during the currency of contract even after issuing warning letter then Contract shall be liable for cancellation..

7.3 Recovery on Account of Excess Fines in Consignment

Dimension of agro residue-based pellets has been given in the technical specification which shall be adhered to. Dust, crushed agro residue-based pellets in consignment as received at Power Plant shall be treated as fines and there shall be recovery on account of excess fines (ARB) if it exceeds 5%. The recovery on account of excess fines will be worked out as per the following formula.

Recovery= Adjusted FOR price of biomass pellets for the consignment in concern x Weight of the Consignment x (Weight % of fines beyond 5%)

This amount shall be recovered from the payment of that consignment.

7.4 Rejection level

For purpose of rejection test before unloading, samples shall be tested by Power Plants for Moisture & HGI. The sample for VM shall be taken after unloading.

Truck (Consignment) will be rejected if test result meets the rejection criteria as given in (Table-3) and it shall be the supplier's responsibility to carry it back on his own cost.

Table-3 Rejection Level

Sr. No.	Technical Data	Unit	Rejection Level
1	Moisture (ARB)	Weight %	More than 14%
2	Volatile Matter	%	More than 22%
3	HGI		Less than 50

8. Billing and Payment Terms

The Contractor shall submit the bills in triplicate on completion of delivery of material at Power Plant and payment shall be released based on the methodology as below:

8.1 The bills are to be submitted along with the following supporting documents (as applicable), including but not limited to: -

- i. Copy of weightment certification by Power Plant.
- ii. Copy of Power Plant receipt end quality reports.

		<p>iii. Original challan copies of truck engaged in transportation.</p> <p>iv. Composition of Biomass pellets as per Tag details.</p> <p>v. Any other document as per requirement of Power Plant</p> <p>8.2 75% of payable amount shall be paid on receipt of materials at site subject to acceptance of Test results of VM. Balance 25% shall be paid on receipt and acceptance of other test results.</p> <p>8.3 However, it may happen that a vendor may supply material with lower GCV and takes the 75% payment which may be more than the payment due against the adjusted amount as per GCV of the supplied material. To discourage such cases, contractors defaulting on quality of pellets, resulting in actual payment less than 15% of the invoiced amount, shall only be paid 50% of the invoiced value on receipt of the material, instead of the 75% for subsequent six months. The remaining 50% shall be paid on receipt and acceptance of test results. The facility may be restored based on satisfactory performance in previous six months.</p> <p>8.4 Payment to the supplier(s) shall be made fortnightly, i.e. payment for quantity delivered from 1st to 15th of a given month shall be made by 30th or 31st of that month and similarly, payment for quantity delivered from 16th to 30th or 31st of a given month shall be done by 15th of next month. However, payment shall be processed only after receipt of invoice complete in all respects with supporting documents.</p> <p>Note:- For the month of February, payment to the supplier(s) for quantity delivered from 1st to 15th shall be made by 28th or 29th and the payment for quantity delivered from 16th to 28th or 29th shall be done by 15th of next month.</p> <p>8.5 All the relevant payments due as per the contract shall be released to the firm on production of documentary evidence such as LR copy/ e-way bill/ toll tax receipts etc, to ensure that Biomass Pellets have been supplied from bidder's declared place (District) of manufacturing plant.</p>
9.	Tagging of consignment	Each consignment should be accompanied by general details (such as name of company/firm/agency, address, date of dispatch, batch number, vehicle type and number, weight of consignment etc.) and technical details as per Annexure-X given at the end of this document.
10.	Sampling, Weighment and Unloading Point	The site/location for Sampling, Weighment and Unloading Point will be identified by Power station. The trucks shall be sent for Sampling, Weighment and Unloading after verifying all the documents. For any extra halt of carriage vehicle for activities like testing, demurrage shall not be payable by Power Stations. Sampling may be done at unloading yard or any other site identified by Power station.
11.	Weighment	Power Station will collect the gross weight and the tare weight of the carriage vehicle and the net weight will be calculated. Net Weight Quantity of Pellets received at Power station will be final for the purpose of assessment of executed quantity and payment. However, if invoiced quantity is lower, payment shall be restricted to invoiced quantity.
12.	Extraneous Material	(Material other than specified in Technical Specification at Clause 2): Successful Bidder is to ensure that Pellet is free of foreign /extraneous material, failing which Power Plant shall ask Supplier to segregate as well as recover up to contracted landed price for ten times of weight of the extraneous material or 0.5% of FOR Biomass Pellet value of particular truck whichever is higher.

**Executive Engineer /Planning-IV,
For Chief Engineer/Planning,
HPGCL, Panchkula.**

SECTION-VI

GENERAL TERMS & CONDITIONS OF CONTRACT

GENERAL TERMS & CONDITIONS OF CONTRACT

The bidders are required to carefully examine and make themselves acquainted with the general conditions, specifications, schedules, scope of work, evaluation criteria and site conditions etc. before submitting the bids. In case of any doubt to the meaning or any portion of the general and special conditions, the bidder/s may ask for clarification before submitting the bid/s.

1.0 Definitions:-

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

- a) The term 'Purchaser/Purchasing Authority' wherever appearing in this tender document would mean Haryana Power Generation Corporation Limited (HPGCL) and shall include its successors in office and assigns.
- b) The term PTPS wherever appearing in this tender document would mean Panipat Thermal Power Station, Panipat.
- c) The term DCRTPP wherever appearing in this tender document would mean Deen Bandhu Chhotu Ram Thermal Power Plant, Yamunanagar.
- d) The term RGTTPP wherever appearing in this tender document would mean Rajiv Gandhi Thermal Power Plant, Khedar, Hisar.
- e) EMD : Earnest Money Deposit.
- f) 'Bidder' means a firm that has submitted a bid.
- g) The 'Supplier(s) /Manufacturer / Contractor' shall mean bidder and shall include the bidder's legal representatives, successors, and assigns.
- h) 'Material' shall mean and include the material to be supplied by the Supplier(s) under the contract as per terms & conditions of the contract.
- i) 'Specifications' shall mean and include the specifications as detailed in the Scope of Work.
- j) The 'Site' shall mean and include lands & buildings over / under upon where the materials are to be delivered and used in accordance with terms & conditions.
- k) 'Place of delivery' shall mean the place of delivery at which the Supplier(s) is responsible to deliver the materials at the specified contract price.
- l) 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.
- m) 'Work' shall mean and include supply of material and rendering of other services by the supplier(s) under this contract.
- n) 'Contract' shall mean the Notice Inviting Tender, Tender Form, and conditions of contract with their annexure and Purchase Order / Acceptance of offer / Tender/LOI/LOA.
- o) 'Purchase Order' shall mean an order of supply of material including the acceptance of the tender.
- p) 'Annexure' shall mean the Annexure to the terms & conditions.
- q) 'Test' shall mean such test as is prescribed by the ISI or by HPGCL and / or considered necessary by the authorized agent of HPGCL whether conducted / performed or made by him or any other agency acting under his direction.
- r) 'Delivery' shall be deemed to take place on delivery of material in accordance with terms of the Contract after test and inspection by HPGCL or its authorized agent, to the Plant. 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.
- s) 'Inspecting Agency' means the agencies nominated and authorized by the competent authority for inspecting the material at the works of the supplier(s) or at the designated place of inspection prescribed by the purchasing authority.
- t) 'Inspecting Officer' means, officer of HPGCL appointed by the Chief Engineer or the purchasing authority for inspection.

- u) '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.
- v) 'Total Contract Value' shall mean contract value plus statutory dues like GST etc. and any other amount payable under contract.

2.0 Earnest Money and Security Deposit:

2.1 Bid Security (EMD) for following amount(s) shall be submitted offline prior to the due date and time for online bid submission in the form of Bank Guarantee as per format attached (Annexure-I).

Description	For One HPGCL Plant	For Two HPGCL Plants	For Three HPGCL Plants
Bid Security (EMD) (in Rs.)	36,40,000/- (Thirty six Lakhs Forty Thousand only)	50,00,000/- (Fifty Lakhs only)	50,00,000/- (Fifty Lakhs only)

The Bank Guarantee may be made from any of the scheduled banks in the attached format (**Annexure-I**). Initially, this Bank Guarantee shall remain valid for a period of 270 days from the date of opening of Part-I and the same shall be extended subsequently as per requirement till the tender is finalized. The bank guarantee shall be released after the award of contract and receipt of Security Deposit from successful bidders. EMD of unqualified bidders shall be returned as promptly as possible, within 30 days of declaration of qualification result and that of unsuccessful bidders shall also be released as promptly as possible after the award of contract.

- 2.2 EMD shall be submitted offline prior to date and time for online bid submission in the form of Bank Guarantee. If any bidder does not submit acceptable BG as EMD in a separate sealed envelope prior to the date and time for submission of bid, his bid shall be rejected by HPGCL as being non- responsive.
- 2.3 No interest shall be payable on earnest money deposits (EMD).
- 2.4 The earnest money taken from the firms shall be forfeited in part or in full under the following circumstances:
 - i) If the bidder withdraws his tender at any stage during the currency of its validity period, his earnest money shall stand forfeited in full.
 - ii) If the Purchase Order has been issued but the supplier(s)/ selected bidder refuses to comply with it, the earnest money deposited by him shall be forfeited in full, irrespective of whether HPGCL sustains any loss on account of his default or not. This forfeiture shall be without any 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(s) as blacklisting etc.
 - iii) Where the purchase order has been complied with but the supplier(s) 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(s) under the terms of the contract.
 - iv) In the event of a breach of the contract in any manner, the security deposit shall be forfeited and adjusted against the claim of HPGCL on the supplier(s) for any damages or for any loss sustained by HPGCL on account of such breach.
 - v) EMD is also liable to be forfeited in case of evidence of cartel formation by the bidder(s).
 - vi) In case Bidder makes false representation with respect to qualification requirements or the documents submitted online by the bidder(s) are found to be not the true copy of their originals, which may be discovered/ revealed/ noticed during the bidding process or during the validity of the Contract, EMD/Security Deposit may be encashed and forfeited by HPGCL and Contract/Purchase Order if awarded may be annulled with no liability to HPGCL. HPGCL may also take other actions as appropriate including blacklisting and debaring the bidder from current and future

participation in tenders issued by HPGCL.

2.5 The following may be exempted from depositing the earnest money: -

- a) Central / Haryana State Government agencies applying in response to the tender. Provided further that the provision of this regulation may not apply to a Public Sector Undertaking of the Central / Haryana State Government with whom separate terms regarding Security Deposit, if any, may be negotiated /provided for.
- b) Firms borne on D.G.S.&D / DS&D Haryana rate contracts. The exemption shall be for the specified items which are available on DGS&D / DS&D rate contract.
- c) Firms registered with the Director of Industries, Haryana or registered with National Small Industries Corporation, Govt. of India. The exemption shall be for the specified items which are available on Director of Industries, Haryana / National Small Industries Corporation rate contract. In case, if the firm applies for exemption under MSME and the certificate issued to the firm is not for the item specified above, their bid shall be rejected.

3.0 Authority of the Person Signing the Contract on Behalf of the Supplier(s):-

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(s). If it is discovered at any time that the person so signing had no authority to do so, HPGCL, 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 HPGCL for all costs and damages arising from the cancellation of the contract including any loss which HPGCL may sustain on account of such purchase.

4.0 Contract Documents.

The order placed under these specifications shall be governed by terms and conditions as incorporated in this NIT and its any Corrigendum(s),if any. The terms and conditions specified in this section, if differ from the terms as indicated in the Purchase Order and its annexure(s), the later shall prevail. The contract shall for all purposes be governed according to the laws of India and subject to jurisdiction of Panchkula Courts only.

5.0 Correspondence.

All correspondence pertaining to any clarification required on the terms and conditions, contract documents, scope of work, etc. shall be addressed to Chief Engineer/Planning, HPGCL, Shakti Bhawan, Plot No.- C-4, Sector-6, Panchkula (Haryana).

6.0 Security Deposit:-

- a. In case of award of contract, the firm shall furnish Security Deposit in the form of Bank Guarantee for the value(s) mentioned at clause no. 4.4 "Security Deposit" under Scope of Work.
- b. The Bank Guarantee may be made from any of the scheduled nationalized banks acceptable to HPGCL. The Bank Guarantee shall remain in force beyond three months after the successful completion of contract/supplies or till the settlement of dispute covered under the Risk Purchase Clause whichever is later. The contract Performance Bank Guarantee furnished by firm is irrevocable, non-transferable & unconditional and HPGCL shall have the right to invoke it notwithstanding any dispute or difference between firm and HPGCL pending before any court tribunal, arbitrator or any other authority.
- c. The security deposit shall be forfeited in part or in full as per provisions provided in the "HPGCL Works & Purchase Regulations 2015" & its amendments.
- d. Bank Guarantee/ Security Deposit shall be released on the successful completion of the contract/supplies or till settlement of any dispute, whichever is later.

7.0 Mode Of Payment:-

Payment shall be released by the Sr. Accounts Officer of respective Power Plants, through RTGS/NEFT. For payment through RTGS/NEFT, the supplier(s) will provide complete bank details viz. Name of Bank/Branch, Account Number, Type of Account, IFSC Code etc. to Sr. Accounts Officer, of respective Power Plants.

8.0 GST :-

- i. It is to ensure that the all prospective bidders to submit copy of Registration Certificate

- under GST Act.
- ii. The following undertakings (on the letter head of Supplier) to be made part of mandatory documents to be submitted by all bidders (**Annexure-XI**):
- a. GST registration is valid as on date.
 - b. No default has ever been made by bidder in filing the various GST returns and deposit of GST dues with the department.
 - c. Supplier(s) having multiple registrations under GST will submit undertaking for each & every GST number. A default under a GST number even if the GST number pertains to some other state; will make the Supplier(s) ineligible to participate in tender.

In addition, the Supplier(s) will also submit the following undertakings in addition to above immediately after issue of order and with submission of each & every bill unless mentioned otherwise.

 - I. Undertakings mentioned at a, b & c, as above.
 - II. CA certificate regarding validity of GST registration will be submitted every six months during the tenure of contract.
 - d. Supplier(s) will submit copies of GSTR 1 and GSTR 3B/challans as evidence to deposit of GST with certification that GST collected from HPGCL, to be specified in exact rupees, has been paid to Govt. vide this challan (specifying the challan no. & date of deposit) and returns filed (date of filing of return) includes the transaction of supply of Good or/and services to HPGCL.
 - e. Supplier(s) 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(s).
 - f. 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(s).
 - g. In case of one time job orders and purchase orders, copies of GSTR 1, GSTR 2A and GSTR 3B along with copies of invoices raised to HPGCL, duly reconciled with three returns to be submitted before release of the security.
- iii. No GST will be paid extra until and unless, it is liable on the service provided by the firm and specifically demanded for the same in his offer, however due to not claiming of GST from the HPGCL, firm can't escape from his liability to the Govt. against the taxable service.
- iv. The GST registration status of firm will be verified from the official website www.gst.gov.in.
- v. In case of failure at the end of supplier(s) regarding deposit of tax and in complying with conditions mentioned herein. HPGCL will have right to recover the GST amount in default along with interest & penal amount and deposit the same directly with GST department on behalf of firm to the credit of HPGCL.
- vi. Firm will undertake to immediately inform the HPGCL about any amendment in the GST certificate and to immediately submit the updated registration certificate.
- vii. Invoice should be in performa as specified under GST laws (Section 31 to 34 of CGST Act read with Rules 46 to 55A of the CGST rules deal with the Tax invoice, Credit notes and debit notes) with correct GST number of HPGCL so that no difficulty is faced by HPGCL while claiming Input Tax Credit of GST due to incorrect GST number and also to reconcile the GST number and address of supplier(s) as per invoice with the GST number & address given in tender documents submitted by supplier(s) and submit the duly verified invoice to accounts wing.
- viii. After the implementation of the E-Invoice w.e.f. 01 Oct 2020 generation of e-invoice from common e-invoice portal for B2B supplies by person having aggregate annual turnover of more than Rs. 500 Crs has been made compulsory. And w.e.f 01.Jan 2021 Generation of E-invoice for GST supplies by person having aggregate turnover of more than 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 nodal officer/engineer in charge of the contract/appointed officer of the respective plant should demand from the supplier(s) E-Invoice containing the invoice reference number (IRN) and QR code. It is worthwhile to note that any tax invoice including tax credit / Debit note issued by such notified person for B2B supplies without following the e-invoicing procedure shall not be treated as a valid document.
- ix. Firm who are not generating e-invoice, shall submit undertaking in following format:

We M/s. having PAN and GSTIN Registration Numberhereby 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 there under (“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.

9.0 Income And Other Taxes Deductions:-

The income tax plus surcharges there on and any other statutory levies required to be deducted by the HPGCL under any statute will be deducted at source at the rate applicable from time to time. TDS certificate shall be issued by HPGCL.

10.0 Taxes and duties as applicable:

In case there is any variation in taxes and duties from time to time, the same shall be levied as applicable.

11.0 Change of name of Bidder/Firm.

At any stage after tendering, the order placing authority, shall deal with bidder / firm only in the name and at the address under which he has submitted the tender. All the liabilities / responsibilities for the execution of the contract shall be that of firm. Under no circumstances the firm shall be relieved of any obligations under the contract. The order placing authority may however at its discretion deal with the firm / representatives and such dealing shall not absolve the firm from his responsibilities / obligations / liabilities with the HPGCL under the contract. Any change / alteration of name / constitution / organization of the firm shall be duly notified to the order placing authority and the order placing authority reserves the right to determine the contract in case of such notification.

12.0 Risk and Cost.

HPGCL reserves the right to cancel the purchase order due to non-fulfillment of contractual terms and HPGCL shall recover the damages incurred for the engagement of some other agency(ies) for supply of required material and to carry out the other activity(ies), full / part scope of work covered under purchase order.

13.0 Documentation:-

The supplier(s) shall submit a set of documents as mentioned in clause no 8 “Billing and Payment Terms” under Scope of Work along with inspection report (as applicable) and documentary proof of GST claimed (as applicable) for processing his bill for pass and payment.

Note:- No interest, whatsoever on any account shall be paid by HPGCL. Bank Charges, if any, shall be borne by the supplier(s).

14.0 Subletting:

The firm shall not sublet the contract without the consent of HPGCL, in writing.

15.0 All payments under this contract shall be made in Indian Rupees unless otherwise specified.

16.0 Acknowledgement of the LOI/Purchase Order:

The acknowledgement of the LOI/Purchase Order shall be conveyed to the order placing authority immediately upon the issue of LOI/Purchase Order.

17.0 Force Majeure:

- a) Notwithstanding the provisions of clause/s of this NIT / Order for penalties, the firm shall not be made liable for any loss or damage due to delay in execution of work as may result from any causes arising out of compliance with regulations, orders or instructions of the Central or State Governments, Acts of God, Acts of Civil & Military authority, Fire, Flood, Strike, Freight embargoes, War-risk, Riot and Civil Commotion.
- b) The decision of HPGCL in all matters under this clause shall be final and binding on the supplier(s).

18.0 The firm will comply with all statutory requirements as enforced by HSPCB, CPCB, Government of Haryana, Government of India, etc. from time to time.

- 19.0** The failure to act / perform duties according to the scope of work or violation of any clause of this tender/PO, shall be considered as non-performance of duty and may tantamount to breach of contract.
- 20.0** The supplier(s) shall ensure that the transporter engaged by them complies with the statutory requirement of road worthiness and pollution norms.
- 21.0 Liabilities for Damages:**
- i. If due to firm's negligence and / or non-observance of safety codes and other precautions, any accident / injury occurs to any other person / public, firm shall have to pay necessary compensation and other expenses, if so decided by the statutory authorities under labour laws and / or rules in force from time to time.
 - ii. If due to firm's carelessness, negligence or non-observance of rules/ safety precautions, damage to HPGCL property or to personnel's occurs, the same will be recovered from the running bills of the firm and / or from firm's security deposit.
- 22.0 Withholding of Payment:**
HPGCL may withhold the whole or part of any payment for work executed by the firm which in the opinion of the order placing authority is necessary to protect HPGCL from loss on account of :-
- a) Services not rendered as per the scope of work
 - b) Damage to HPGCL or to others property.
 - c) Penalties if imposed on account of non-compliance statutory labour laws or by court of law in case of injuries inflicted on any personnel including those of HPGCL.
- 23.0 Obligation of Firm:**
- 23.1 The firm shall abide by all general regulations enforced at site and to any special conditions notified by the local administration and / or issued by concerned Chief Engineer or any other competent authority.
- 23.2 The firm shall be fully responsible for the conduct of its employees. Any act of misbehavior / man-handling / theft on part of the firm's employees shall be reckoned as breach of contract.
- 24.0 Confidentiality:**
The Parties to the Agreement shall not either during the term or after expiration of the validity of the Agreement disclose any proprietary or confidential information relating to the Agreement and the services without the prior written consent of either Party.
- 25.0 Power to Vary or Omit any item of work.**
No alteration / amendment, omission, addition, suspension (hereinafter referred to as variation) in the scope of work shall be made by the firm except as directed in writing by Chief Engineer/Planning, HPGCL, Panchkula or concerned Chief Engineer of Power Plant. HPGCL will have full powers subject to the provision hereinafter contained from time to time during the execution of contract by notice in writing to instruct the firm to make such variations without prejudice to the contract and the firm shall carry out such variations and be bound by the same conditions as far as applicable although the said variation occurred in the specifications if any suggested variations would be in the opinion of the firm, if carried out prevent them from fulfilling any of their obligation under the contract, the firm shall notify to the competent authority thereof in writing and the competent authority shall decide forth with whether or not the same shall be carried out. If the competent authority confirms their instructions, the firms obligations and guarantees shall be modified accordingly by mutual agreement. The difference of commissions if any occasioned by any such variations shall be added to or deducted from the contract rate as the case may require. The amount of such difference if any shall be ascertained and determined in accordance with the rate specified in the purchase order. But HPGCL shall not become liable for the payment or any charges in respect of any such variations, unless instructions for the performance of the same shall have been given in writing by the competent authority.
- 26.0 Negligence.**
If the firm shall neglect to execute the work with due diligence and expeditiously or shall refuse or neglect to comply with any reasonable orders given in writing by the concerned Chief Engineers in connection with this contract or shall contravene the provisions of this contract, HPGCL shall be at liberty to take the work/supply wholly or in part out of the firm's to re-contract to any other firm at the risk and cost of the original firm who shall have to pay the extra expenditure involved as a result thereof. In such an event, it will be lawful for

HPGCL to retain any balance amount which may otherwise become due to the firm on any account and apply the same towards the execution of the whole or balance of the or so re-contracted. If no such balance is due to the supplier(s)/firm(s) or if the amount due is not sufficient to cover the amount thus recoverable from the firm, it shall be lawful for the HPGCL to recover the whole or the balance of the amount from the firm by action of law or otherwise. The remedy under this clause will be in addition to and without prejudice to rights available to HPGCL under other clauses of the contract.

27.0 Bankruptcy:

If firm shall commit any act of bankruptcy or being a corporation commences to be wound up except for re-construction purposes or carry on its business under a receiver the executors, successors, or other representative in law of the estate of the firm or any such receiver, liquidator or any person to whom the contract may become vested, shall forthwith give notice thereof in writing to concerned Chief Engineer of Power Plant or CE/Planning and shall for one month take all reasonable steps to prevent a stoppage of work, have the option of carrying out the contract subject to the firm providing such guarantee as may be required by Power Stations but not exceeding the value of work. In the event of stoppage of work, the period for the option under this clause shall be 14 days only, provided that the above option not be exercised, the contract may be determined by Chief Engineer of Power Plant or CE/Planning by notice in writing to the firm and the same power and provisions reserved to Chief Engineer of Power Plant or CE/Planning on the last proceeding clauses of taking the work out of the firm's hands shall immediately become operative.

28.0 Arbitration:

All matters, questions, disputes, differences and / or claims arising out of and / or concerning, and / or in connection with, 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 by the mutual consent from panel of Arbitrators provided by HPGCL. The firm may give consent on anyone from the panel. In case no consensus is arrived at between the parties then aggrieved party can approach the competent court of law for appointment of Sole Arbitrator. The award of the Arbitrator shall be final and binding on the parties to this contract. Subject to aforementioned provisions, the provisions of Arbitration & Conciliation Act, 1996 as amended from time to time and rules made 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, 1996 as amended subject to condition that the fees shall not exceed Rs. 10,00,000/-.

29.0 Termination of Contract / Cancellation of Purchase Order:

29.1 The HPGCL may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier(s), terminate the contract in whole or in part:

If the contractor fails to deliver/execute any or all of the awarded work within the time period(s) specified in the contract, or any extension thereof granted by the HPGCL; or

If the contractor fails to perform any other obligation under the contract within the period specified in the contractor any extension thereof granted by the HPGCL; or

If the contractor, in the judgment of the HPGCL, has engaged in corrupt or fraudulent practices in competing for or in executing the contract (The definition of corrupt or fraudulent practices defined under clause-18 of Section-IV of e-NIT).

29.2 HPGCL reserves the right to terminate the contract at its discretion in full or in part thereof, without assigning any reason after giving one month notice to the firm.

29.3 In the event of termination of the contract by HPGCL in whole or in part, available Security Deposit/BG submitted by the contractor shall be forfeited. Further, the contractor can be blacklisted/debarred/suspended for future business by HPGCL.

30.0 Jurisdiction:

All legal proceedings in connection with contract shall be subject to the territorial, jurisdiction of local civil courts at Panchkula, Haryana.

31.0 SET OFF:-

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

32.0 HPGCL reserves the right to reject any or all the tenders without assigning any reason.

33.0 CONTRACT AGREEMENT:-

Firm will have to enter into a contract agreement on a stamp paper of ₹ 100/-. The cost of the stamp paper and agreement shall be borne by the firm. The agreement shall be signed by authorized person of the firm with the common seal of firm.

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

**Executive Engineer /Planning-IV,
For Chief Engineer/Planning,
HPGCL, Panchkula.**

Section-VII
STATEMENT OF BIDDERS

STATEMENT OF BIDDERS

- Name of Bidder _____
- Address of Head Office _____
- Correspondence Address _____

- Place of Business with Address _____
- Legal status _____
- PAN , TIN & GST Number of the Bidder (attached self attested photocopies)
- PAN _____ TIN _____
- GST No. _____.
- Bank Details (attached signed cancelled cheque)
- Bank Name & Address
- Bank Account Number
- Bank Branch Code
- IFSC Code of Branch
- Nature of account (current/saving/OD/CC)
- Annual Turnover of past three year
 - i. _____
 - ii. _____
 - iii. _____
- Past Experience:-

Name of Organization	Period	Reference of Contract/POs	Order Value/ Quantity contract wise

- Any other

Signature & Stamp of Bidder

Section-VIII

GENERAL CHECKLIST FOR BIDDERS

(Following documents to be attached with NIT for evaluation of qualifying criteria)

S. No.	Documents Attached / Uploaded	Yes / No (To be filled by firm)
1.	Cost of Tender Fee (Rs 1180/- non-refundable)	YES/NO
2.	e-Service Fee (Rs. 1180/- non-refundable)	YES/NO
3.	Bid Security (EMD) as per Annexure-I OR Documentary proof of EMD exemption	YES/NO
4.	Copy of successfully executed Order(s) as per PQR of NIT	YES/NO
5.	Copy of performance certificate/ repeated Order(s) from the same organization	YES/NO
6.	Proof for annual turnover of last 3 financial years as per PQR of NIT	YES/NO
7.	Authority letter in the name of the Authorized Person who has signed the Tender Document / Price Bid on behalf of firm/company.	YES/NO
8.	General Declaration by the Bidder as per Annexure-II	YES/NO
9.	Declaration issued from a "Practicing Chartered Accountant" regarding Available free capacity as per Annexure- III	YES/NO
10.	Non Blacklisting Certificate as per Annexure-IV	YES/NO
11.	Whether MSME or not	YES/NO
	Documentary proof of MSME	YES/NO
	For Micro & Small Enterprises, claiming Past Performance concessions, copy of documents like ISO/ISI etc. as per GoH MSME policy and Affidavit as per Annexure-V	YES/NO
	For Medium Enterprises, claiming Past Performance concessions, Affidavit as per Annexure-VI	YES/NO
12.	Format for quoting quantity of torrefied biomass pellets to HPGCL plants as per Annexure-VII	YES/NO
13.	GST undertaking as per Annexure-XI	YES/NO
14.	Acceptance of all terms & conditions of tender (Annexure-XII) OR Signed and stamped copy of tender documents and amendment(s) thereof uploaded	YES/NO
15.	Statement of Bidders as per Section-VII	YES/NO

NOTE: The above is illustrated checklist and HPGCL may ask for any other document, as and when required.

Signature of authorized person & Name of Firm with Seal

Section-IX

PRICE BID (PART-II)

Format of Price Bid (Part-II)

The bidders would be required to quote rates in the Price Bid on the portal <https://etenders.hry.nic.in> as detailed below: **PLANT WISE**

HPGCL Plants	GCV offered on ARB basis (in Kcal/kg) (A)	Rate Quoted (excluding Transportation and GST) (in Rs./MT) (B)	Transportation (in Rs./MT) (C)	Total Rate quoted FOR Plant site (Excluding GST) (in Rs./MT) D=(B+C)	Landed cost of Torrefied Biomass Pellets at HPGCL plants (including Transportation and excluding GST) (in Rs. Per 1000 Kcal) D/A
RGTPP, Hisar					
DCRTPP, Yamunanagar					
PTPS, Panipat					

Note: 1. Bidders shall fill values only in columns 'A', 'B' and 'C', the values in the other columns shall be calculated automatically as per the formula entered in the excel sheet.

GST as applicable from time to time, shall be paid extra as per actual.

Signature of authorized person with stamp and seal of Firm

Section-X

ANNEXURE-I to XIII

BID SECURITY FORM

Bank Guarantee

(To be stamped in accordance with Stamp Act, if any, of the Country of the issuing Bank)

Bank Guarantee No.

Date.....

To

Chief Engineer /Planning,
Haryana Power Generation Corporation Limited
C-4, Shakti Bhawan, Sector-6
Panchkula- 134109

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No....., M/s.....(***)..... having its Registered/Head Office at..... (hereinafter called the 'Bidder') wish to participate in the said bid for **Supply and delivery of 3.55 lakh metric tonne (MT) of agro-residue based Torrefied Biomass Pellets (paddy straw content should be minimum 50%) for co-firing with coal on FOR Destination basis at PTPS Panipat, DCRTTP Yamunanagar and RGTPP Khedar (Hisar)**. As an irrevocable bank guarantee against Bid Security for an amount of (*) Rs.....valid for.....days from..... (**) required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bidding Documents.

We, the[Name & address of the Bank].....having our Head Office at..... (#) guarantee and undertake to pay immediately on demand by [Name of the Employer] (hereinafter called the 'Employer') the amount of(*).....without any reservation, protest, demand and recourse. Any such demand made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid up to.....(@). If any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s (***)[Bidder's Name] on whose behalf this guarantee is issued.

In witness where of the Bank, through its authorized officer, has set its hand and stamp on this.....day of.....2025.....at.....

WITNESS :

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Designation with Bank Stamp)

Authorized Vide Power of Attorney

No.....

Date.....

- NOTE : 1. (*) The amount as specified in the Invitation of bids
(**) This shall be the date of opening of bids.
(#) Complete mailing address of the Head Office of the Bank to be given.
(@) This date shall be 270 days from date of opening of Part-I.
2. The Bank Guarantee shall be from a bank as per provisions.
3. The BG should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the BG is submitted or is to be quoted upon or the rate prevailing in State where the BG is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Bank issuing the guarantee.

General Declaration by the Bidder

(To be submitted on Companies letter head along with technical bid)

We, the undersigned, has read the technical specifications for agro residue based torrefied biomass pellets, and declare the following:

- (a) *We have read and completely understood the technical specification document and have no reservations to it including amendment/ Clarification.*
- (b) *We have quoted the price in price bid for the agro residue based torrefied biomass pellets having technical specification as follows:*

Sl.No	Technical Data	Unit	Specification for Torrefied
1.	Base Material	n. a.	Agro Residue / Crop Residue (wood based pellets will not be acceptable)
2.	Diameter	mm	Not more than 25mm No other dimension should exceed 35 mm
3.	Bulk Density	Kg/m3	Not less than 600
4.	Fines%(Length<3mm) (ARB*)	wt%	Fines<=5%
5.	Moisture (ARB)*	wt%	Not more than 14%
6.	Gross Calorific Value (ARB)**	Kcal/Kg	Torrefied: 3400-5000
7.	Hard Groove Grindability Index (HGI)		Not less than 50
8	Volatile Content	%	Should be ≤ 22%

* ARB – As Received Basis

** GCV ranges are indicative.

- (c) *We understand that rejection of consignment shall be made for not meeting acceptance limits of parameters as per clause 7 of Scope of Work.*
- (d) *We understand that liquidated damage (LD) shall be recovered for supply shortfall as per tender condition.*
- (e) *We declare that we have read the bid document and has no reservation to it and shall abide by its provision.*
- (f) *We declare that we have read the bid document and confirm that we shall source the raw material (paddy straw) for manufacturing the Torrefied Biomass Pellets for HPGCL only from Service Areas, defined vide order dated 02.01.2023 by HAREDA (Annexure-IX).*
- (g) **Address of our Pellet Manufacturing Plant is/are as under:**
.....
- (h) *We have submitted GST undertakings as per Annexure-XI.*

Signature:

Name/ Designation:

Name of Company/firm/agency

CHARTERED ACCOUNTANT CERTIFICATE FOR TOTAL MANUFACTURING, SUPPLY AND EXISTING FREE CAPACITY**(On the letter head of Chartered Accountant)**

This is certified that M/s _____ is a manufacturer of Agro residue based Torrefied/Non- torrefied biomass pellets having total manufacturing and supply capacity of _____ Tonne Per Day (TPD) from its _____, _____ & _____ Biomass Pellets Manufacturing Plants (**complete address**).

The existing free manufacturing capacity is certified as below.

Existing free capacity*

Sr. No.	Description	Quantity (Tonne per day)	Remark
1	Total Manufacturing Capacity		
2	Existing Order for supply of Torrefied/Non-torrefied biomass pellets		
3	Existing free manufacturing capacity		

Installed Machine Capacity:

Sr. No.	Plant Location (Complete address)	Make of Machine	Capacity of Machine (in TPH)	No. of Machines	Manufacturing Capacity*
1					
2					
Total Manufacturing Capacity					

Name & Signature of CA

* Calculation should be as per the formula given in Clause No. 1 (c) (2) of Section III of e-NIT reproduced as under:

Available Free Manufacturing capacity in Tonnes per day (TPD) =
Existing Maximum Plant Manufacturing Capacity in TPD – Existing commitment/Order(s)#

Wherein maximum Existing Plant Manufacturing Capacity in TPD =
{(Rated Pellet Mill Capacity in TPH*No. of Pellet Mills *270*16)/365}

Or

{(Rated Hammer Mill Capacity in TPH*No. of Pellet Mills*270*16)/365}
whichever is lower.

Commitment/Order means PO/ Lol/LoA

ANNEXURE-IV

Procurement of 3.55 lakh MT of Agro Residue Based Torrefied Bio-Mass Pellets (Minimum 50% raw material as Stubble/Straw/Crop residue Of Rice Paddy) to HPGCL Thermal Power Plants.

Bidding Document No. /CE/PLG/Biomass Pellets/ST-391/Vol-V

(Non Blacklisting Certificate)

Bidder's Name and Address: To:
 Chief Engineer/Planning,
 Haryana Power Generation Corporation Limited,
 C-4, Shakti Bhawan, Sector-6,
 Panchkula- 134019.

We M/shereby declare that:

- a) *We have not been blacklisted by any organization in the past.
- Or
- b) *We had been blacklisted by organization/(s) in the past as detailed under:

Sr. No.	Name and address of the organization	Period of Blacklisting		Ref. No. and date of letter from the organization revoking the blacklisting (Please enclose copy of the letter)
		From	To	
1.				
2.				
3.				
4.				
5.				
6.				

We further declare that as on the date of submission of this bid, we are not under blacklisting by any organization.

We also confirm that the above information is true and in case it is found otherwise, HPGCL may take any penal action as per their policy.

Date: Signature
 Place: Name & Designation of Authorized Signatory
 (With Stamp of the Firm)

*Strike out whichever is not applicable.
 Please use additional sheets of the same format as required

Government of Haryana
Department of Industries & Commerce

Annexure 'I'

Format of Affidavit

(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 SSI Certificate/EM Part-II/Udyog Aadhaar Memorandum (UAM)/Udyam Registration in Haryana (applicable and valid on that date as per Govt. Instructions) by the District Industries Centre _____ / [Name of Competent Authority] 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 SSI Certificate/EM Part-II/Udyog Aadhaar Memorandum (UAM)/Udyam Registration in Haryana (applicable and valid on that date as per Govt. Instructions) by the Industry Department Haryana/[Name of Competent Authority] as per details at para 1 above.
3. That my/our above mentioned manufacturing Micro/ Small Enterprises fulfils 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)
OR/AND
 - 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 Undertakings (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 Enterprise 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 there in.

Dated:**DEPONENT****Annexure 'II'**

Page 6 of 11

Government of Haryana
Department of Industries & Commerce

Format of Affidavit

(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. My/our above noted enterprise M/s _____ (Name and Complete address) _____ has been issued SSI Certificate/EM Part-II/Udyog Aadhaar Memorandum (UAM)/Udyam Registration in Haryana (applicable and valid on that date as per Govt. Instructions) by the District Industries Centre _____/[Name of Competent Authority] under acknowledgement No. _____ of dated _____ (Self Certified Copy of the same be 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/ work/ 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 enterprises 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

ANNEXURE-VII

FORMAT TO BE SUBMITTED BY BIDDERS REGARDING QUANTITY WITH PART-I (TECHNO-COMMERCIAL) OF THE BID

(On the Firm's letter head)

The Bidder shall indicate the quantity offered as under:-

	Total Quantity required per year (MT/TPD)	Quantity to be quoted (TPD)	Quantity offered by Bidder for first year (TPD)	Quantity offered by Bidder for second year (TPD)
PTPS, Panipat	85000 / 233	50		
DCRTPP, Yamunanagar	90000 / 247	50		
RGTPP, Hisar	180000 / 493	50		

Note:

- i) The bid comparison shall be done on Rupees per 1000 Kcal basis.
- ii) Bidder(s) can quote their rates for one plant or more than one plant. Prices will be compared plant wise. Bidders will have to quote for fixed quantity of 50 TPD per plant and will have to offer the same quantities for 2nd year also. Bidders not quoting for both the years will be rejected. If quote is for less than 50 TPD then his bid shall not be considered & if more than 50 TPD then it will be considered as 50 TPD.



Director,
Agriculture & Farmers Welfare
Department, Krishi Bhawan,
Sector-21, Panchkula

To

1. All Deputy Director of Agriculture,
2. All Assistance Agriculture Engineer w.r.t. letter 2123-44 dated 01.07.2022
In the State (Except Narnaul)

Memo No: 3508-49/JD(AE)

Dated: 08/11/2024

Subject: Nomination of certifying authority for certification proof of procurement of Paddy Crop residue (raw biomass) -reg.

Ref.: Memo no.: HAREDA/2024/4668 dated: Panchkula 10.10.2024.

On the subject cited above refer to letter under reference (enclosed) wherein it is requested to appoint Raw Biomass certifying authority at lower than sub-divisional level who may certify that paddy straw has been sourced from Haryana to strengthen the biomass pellets supply chain for Thermal Power Plant (TPPs) across the state in Biomass-co-firing in TPPs and achieving the mandated co-firing targets by TPPs.

In this regard, it is decided that Block Agriculture Officer & above at District level are appointed as local authority to certify that the paddy straw has been sourced from Haryana. However, the information is to be shared with District Level Executive Committee at District Level and with Deptt. of the Agriculture and Farmers Welfare Department at HQ level. This is for information in the matter. Issued with the approval of the State Govt.

Joint Director (AE)
Agriculture & Farmers Welfare
Haryana, Panchkula

Endst. No: 3550-73

/JD(AE) Dated: 08/11/2024

A copy of above is forwarded to the following for information: -

1. The DG, New & Renewable Energy & HAREDA, Panchkula w.r.t. the letter under reference
2. The MD, HPGCL w.r.t. the letter under reference
3. All the Deputy Commissioner-cum-Chairman, DLEC.

Joint Director (AE)
Agriculture & Farmers Welfare
Haryana, Panchkula

CC:

1. PS to ACS, A& FW
2. PA to D, A& FW

File No.NRE-01/17/2021-Technical-NRE/HAREDA

**Energy Department, Haryana
(New & Renewable Energy)
Akshay Urja Bhawan, Institutional Plot No-1, Sector-17,
Panchkula.**

Memo No. HAREDA/2023 12679
the

Dated Panchkula, 2-1-23

ORDER

Subject: Allocation of service areas for procurement of paddy straw for Thermal Power Stations of Haryana.

To ensure supply of paddy straw bales to the thermal Power stations of Haryana on government determined rates by farmers, the Haryana Government has allocated service areas for procurement of paddy straw by or on behalf of the Thermal Power Stations in the State as under:

- (a) **PTPS Panipat** : Karnal and Kaithal districts;
- (b) **DCRTPP Yamunanagar**: Yamunanagar, Ambala and Panchkula districts;
- (c) **RGTPP Hisar**: Hisar, Fatehabad and Sirsa districts;
- (d) **CLP Jhajjar**: Jind, Rohtak and Sonapat districts

- ii. Haryana Power Generation Corporation Limited (HPGCL) shall establish paddy straw depot at various places nearby Thermal Power Stations in such a manner that farmers may have not to travel more than 25 Km for selling paddy straw bales. Thermal Power plants are bound to procure the paddy straw only from the farmers of service area allocated to them on government determined rates and they will not be allowed to purchase paddy straw outside this allocated service area. They will make payment on government determined rates to the registered farmers through portal of Agriculture and Farmers Welfare.
- iii. Agriculture and Farmers Welfare Department shall give wide publicity and ensure registration of farmers on the portal to sell paddy straw bales on government determined rates to the Thermal Power Stations within allocated service area.

This issues with approval of competent authority.

Director General (NRE)
Energy Department, Haryana

Endst. No. 12680

Dated 2-1-23

File No.NRE-01/17/2021-Technical-NRE/HAREDA

A copy of above is forwarded to Additional Chief Secretary to Govt. of Haryana, Agriculture and Farmers Welfare Department, Haryana New Civil Secretariat, Sec-17, Chandigarh for information please.

Director General (NRE)
Energy Department, Haryana

Endst. No. 12681

Dated 2-1-23

A copy of above is forwarded to Principal Secretary to Govt. of Haryana, Energy Department, Haryana Civil Secretariat, Chandigarh for information please.

Director General (NRE)
Energy Department, Haryana

Endst. No. 12682

Dated 2-1-23

A copy of above is forwarded to Managing Director, HPGCL, C-7, Urja Bhawan, Sec-6, Panchkula for information and necessary action please.

Director General (NRE)
Energy Department, Haryana

Endst. No. 12683

Dated 2-1-23

A copy of above is forwarded to Director General, Agriculture and Farmers Welfare Department, Krishi Bhawan, Sector-21, Panchkula for information and necessary action please.

Director General (NRE)
Energy Department, Haryana

Endst. No. 12684-12705

Dated 2-1-23

A copy of above is forwarded to all Deputy Commissioners of Haryana for information and necessary action please.

Director General (NRE)
Energy Department, Haryana

Signed by S. Narayanan
Date: 02-01-2023 12:56:49
Reason: Approved

ANNEXURE-X

Tag for Consignment

(To be tagged along with each consignment on Agency's letter head)

General Details			
1.	Name of company/ Firm /Agency	-	
2.	Address of manufacturing location	-	
3.	Date of dispatch	-	
4.	Batch number	-	
5.	Carriage Vehicle type/ Number	-	
6.	Weight	Kg	Gross weight
			Tare weight
			Material weight
7.	(Any other details as applicable)		
8.	(Any other details as applicable)		
Technical Details			
1	Dimension of torrefied pellet (in mm)		
2	Name of base materials and its percentage	Name	Percentage
		Paddy	
3	Mixing material and its percentage	Name	Percentage
4	Natural Additives/Binder and percentage	Name	Percentage
Name/ Designation:			
Signature:		Date :	

GST undertaking (on the letter head of Supplier)

I, _____(authorized signatory) on behalf of M/s _____ hereby undertake that:

- a) GST registration of the bidder is valid as on date.
- b) No default has ever been made by bidder in filing the various GST returns and deposit of GST dues with the department.
- c) We have multiple registrations under GST and submitted undertaking for each & every GST number.

Or

We have only one registration under GST and submitted undertaking for that GST number.

Date:

Signature

Place:

Name & Designation of Authorized Signatory
(With Stamp of the Firm)

Acceptance Certificate

I _____ Designation _____

of (Name of the Company) _____

_____ hereby accept all the terms and conditions given in the tender document No. 40/CE/PLG/BiomassPellets/398 dated 04.07.2025 and further amendments (if any).

For M/s _____

Government of Haryana
Department of Industries & Commerce

Notification

Dated 13.08.2021

No. 2/2/2016-4IB-II (1) Whereas, the State Government under Para-15 of the Order No. 2/2/2010-4IBII dated 28.05.2010 had allowed Purchase Preference upto 50% of the tendered quantity to the Industrial Units located in Haryana on the lowest valid rate subject to the condition provided in the order.

Whereas, the State Government vide its Order No. 2/2/2010-4-B-II dated 19.12.2011 provided guidelines regarding treatment of VAT accruing to the State on the Purchase and Rate Contract processed through DS&D.

Whereas, the State Government vide its Order No. 2/2/2010-4-B-II dated 24.03.2015 allowed benefits/concessions to Haryana based Micro & Small Scale Industries and KVIC in the purchases made by State of Haryana.

Whereas, the State Government vide its Order No. 2/2/2016-4-B-II(1) dated 20.10.2016 framed "Haryana State Public procurement Policy for MSMEs-2016" superseding the instructions dated 24.03.2015

Whereas, the State Government vide its Order No. 2/3/2018-4IB-II dated 23.04.2018 amended Para-3(A)vi & 3(B)ii under Purchase Preference of "Haryana State Public procurement Policy for MSMEs-2016" dated 20.10.2016.

Whereas, the State Government vide its Order No. 2/3/2018-4IB-II dated 11.12.2019 amended Para-3(A)vi & 3(B)ii under Purchase Preference and issue related to eligibility criteria of "Haryana State Public procurement Policy for MSMEs-2016" dated 20.10.2016

2. Whereas, the State Government has been focusing on minimizing regulatory compliance burden for the various stakeholders so as to ensure ease of understanding and ease of implementation of the same by the public and other stakeholders. Accordingly, it was decided that all Govt. Departments shall identify redundant acts/notifications that can be removed/repealed or subsumed and to identify all licenses/certificates, permissions that can either be removed or the periodicity of which can be increased and processes that can be digitised & manual processes can be removed. For easy understanding of the instructions as detailed in Para-1 above by various stakeholders, ensuring efficiency, correct application of these instructions and minimizing regulatory compliance burden, a need was being felt to issue a comprehensive instruction replacing all such instructions as detailed above.

3. The matter has been considered by the State and a comprehensive instruction subsuming all the different instructions as contained in Para-1 above related to concessions/benefits to the Haryana based Micro, Small & Medium Industrial Enterprises in the State Public Procurement is as under:-

A. Concessions/ benefits to Micro & Small Enterprises (MSEs):-

Sr. No.	Area as part of Qualifying requirements	Concessions/ benefits allowed to MSEs	Eligibility
i.	Tender Fee	Exemption on the payment of Tender Fee subject to fulfillment of conditions as per eligibility	Manufacturing Micro & Small Enterprises (MSEs) (including Khadi & village Industries/ Units) who have filed SSI Certificate/EM Part-II/Udyog Aadhaar
ii.	Earnest Money Deposit (EMD)	Exemption on the payment of Earnest Money Deposit (EMD) subject to fulfillment of	Memorandum (UAM)/Udyam Registration in Haryana (applicable and valid on that date as per Govt. Instructions) in respect of the

Page 1 of 11

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

		conditions as per eligibility	quoted items, participate directly in tender and not through any intermediaries (their dealers/ agents/ distributors), will not subcontract to any other firm and to carry the entire manufacturing at their enterprise.
iii.	Performance Security	90% concession on Performance Security as applicable to other Haryana based firms subject to fulfillment of conditions as per eligibility	
iv.	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	<i>Concerned MSE will be required to submit the copy of SSI Certificate/EM Part-II/Udyog Aadhaar Memorandum (UAM)/Udyam Registration in Haryana (Applicable and valid on that date as per Govt. Instructions) in respect of its category of Micro/ Small issued to the firm by the Industries Department Haryana as part of Technical Bid.</i>
v.	Past Performance & Experience	Exempted in respect of Past Performance & Experience as part of Qualifying Requirements of the tender subject to fulfillment of conditions as per eligibility	Manufacturing Micro & Small Enterprises (MSEs) (including Khadi & village Industries/ Units) who have filed SSI Certificate/EM Part-II/Udyog Aadhaar Memorandum (UAM)/Udyam Registration in Haryana (Applicable and valid on that date as per Govt. Instructions) in Haryana and further:
vi.	Purchase Preference	Upto 50% 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	(a) Those MSEs have Quality Certification of ISI/ ISO/ AgMark/ Quality Mark issued from competent authority in State or Central Government in respect of the items/ goods mentioned in the tender OR/AND (b) Those who are registered with DGS&D/ NSIC /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-I

B. Concessions/ benefits to Medium Enterprises(MEs):-

Sr. No.	Area as part of Qualifying requirements	Concessions/ allowed to Medium Enterprises	Eligibility
i.	Past Performance & Experience	Exemption on Qualifying Requirement of Past Performance & Experience as part of Qualifying Requirements of the tender subject to fulfillment of conditions as per eligibility.	Manufacturing Medium Enterprises of the State that have filed SSI Certificate/EM Part-II/Udyog Aadhaar Memorandum (UAM)/Udyam Registration in Haryana (Applicable and valid on that date as per Govt. Instructions) for quoted items in Haryana, participate directly in tender and not through any intermediaries (their dealers/ agents/ distributors), and will not subcontract to any other firm and to carry the entire manufacturing at their enterprise. This concession will be applicable only for one year to newly
ii.	Purchase Preference	Upto 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	

Government of Haryana
Department of Industries & Commerce

		fulfillment of other terms & conditions of the tender and further subject to fulfillment of conditions as per eligibility	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 of above through an affidavit as per the format enclosed as Annexure-II
--	--	---	--

4. The apportionment/ distribution of tendered quantity after negotiations based on the existing instructions and Purchase Preference allowed to MSMEs as above may have different scenarios. The general guidelines for the apportionment of tendered quantity to firms other than MSMEs, MSEs & 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 multiples of 10 say 10, 20, 30 and so on. The quantity less than 10 or in between multiple of 10, 20, 30 will not be considered for Purchase Preference to MEs.
 - iii. Negotiations will be held only with L1+5% firms. MSMEs as per above instructions within the price range of L1+15% will be counter offered to match the finally arrived L1 rate. In case, MSMEs within L1+15% range refuse to match the finally arrived L1 rate than 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 the 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 is within L1+5% range and there is one MSE & one ME in L1+15% range and further agree to match the arrived L1 rate, the quantity distribution will be upto 40% for firm other than MSME, upto 50% for MSE and upto 10% for ME and so on.
 - viii. In case, there are MSMEs (both or either MSEs and MEs) 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 the existing guidelines to arrive at finally arrived L1 rate. The finally arrived firm can be - any other firm /MSE/ME or any/ more of these - other firm/MSE/ME matches the finally arrived price; in 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 L1 rate, the apportionment of quantity will have many scenarios for the distribution of tendered quantities. Some of the scenarios and sub-scenarios of quantity apportionment may be as per **Annexure-**

Government of Haryana
Department of Industries & Commerce

'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%

5. These instructions will replace all the instructions related to concessions/benefits to the Haryana based Micro, Small & Medium Industrial Enterprises in the State Public Procurement as detailed in Para-1 of this order.

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

Dated, the Chandigarh
13th August, 2021

Vijayendra Kumar
Principal Secretary to Government Haryana,
Industries & Commerce Department

Endst. No. 2/2/2016-4I-BII

Dated, the 13.08.2021

A copy of the above is forwarded to the following for information and necessary action:-

1. All the Administrative Secretaries to Government of Haryana.
2. All the Heads of Departments, Govt. of Haryana.
3. All the MDs/ CEOs of Boards/ Corporations/ Federations in the State of Haryana.
4. All the Divisional Commissioners in the State of Haryana.
5. All Deputy Commissioner in the State of Haryana.
6. Registrar, Punjab & Haryana High Court.

- Sd -
Superintendent Industries-II,
for Principal Secretary to Government Haryana,
Industries & Commerce Department

Endst. No. 2/2/2016-4I-BII

Dated, the 13.08.2021

A copy of the above is forwarded to the following for information and necessary action:-

- ✓ 1. Director, Supplies & Disposals, Haryana, Panchkula.
2. Principal Accountant General (Audit), Haryana, Sector-33, Chandigarh.

- Sd -
Superintendent Industries-II,
For Principal Secretary to Government Haryana,
Industries & Commerce Department

Endst. No. 2/2/2016-4I-BII

Dated, the 13.08.2021

A copy of the above is forwarded to the Controller, Printing & Stationery Department, Haryana, Chandigarh with the request that above notification may be published in Haryana Govt. Gazette Ordinary immediately and 50 copies thereof be supplied to this department.

- Sd -
Superintendent Industries-II,
For Principal Secretary to Government Haryana,
Industries & Commerce Department

Endst. No. 2/2/2016-4I-BII

Dated, the 13.08.2021

A copy of the above is forwarded to Spl. Private Secretaries/ Private Secretaries to Minister of Industries & Commerce Haryana for information please.

- Sd -
Superintendent Industries-II,
For Principal Secretary to Government Haryana,
Industries & Commerce Department

To,

Spl. Private Secretaries/ Private Secretaries to Minister of Industries & Commerce Haryana

Page 4 of 11