



DEEN BANDHU CHOTTU RAM THERMAL POWER PROJECT

YAMUNA NAGAR

(A Unit of Haryana Power Generation Corporation Ltd.)

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

TENDER DOCUMENTS

FOR

Supply and Supervision for erection & commissioning of motorized Grease Lubrication system of Stacker-cum-Reclaimer installed in Coal Handling Plant, DCRTTP, HPGCL, Yamuna Nagar.

CHIEF ENGINEER/DCRTTP.

DEEN BANDHU CHHOTU RAM THERMAL POWER STATION, HPGCL,

YAMUNANAGAR

Mob: 9355061841

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**DEEN BANDHU CHHOTU RAM THERMAL POWER PROJECT,
YAMUNA NAGAR**
(A Unit of Haryana Power Generation Corporation Ltd.)
Regd. Office: C-7, Urja Bhawan, Sector-6, Panchkula.
Corporate Identity Number: U45207HR1997SGV033517 Website: www.hpgcl.org.in
Email: xenchp.dcrtp@hpgcl.org.in

NIT No. 03/F-2411/CHP

dated 01.05.2024

NOTICE INVITING TENDER through e-tender

On behalf of Chief Engineer/DCRTPP, HPGCL, Yamuna Nagar, Online E-Tender (Two Part) on portal <https://etenders.hry.nic.in> is hereby invited from the eligible bidders for the mentioned below supply:

NIT No.	Description	Tender Fee (Rs.) (Non – refundable)	e-service Fees (Rs.) (Non – refundable)	EMD (Rs.)	Last date submission of EMD online	Last date of submission of Bids online
	Supply and supervision of erection & commissioning of motorized Grease Lubrication system of Stackers-cum-Reclaimer installed in Coal Handling Plant, DCRTPP, HPGCL, Yamuna Nagar.	1180/-	1,180/-	22,000	22.05.2024 (00:00 Hours)	23.05.2024 (13:00 Hours)

Information Regarding Online Payment of Tender Document, e-Service & EMD Fee.

The Bidders can download the tender documents from the Portal:

<http://etenders.hry.nic.in>

Under this process, the Pre-qualification/ Technical online bid Application as Part-I as well as online Price Bid as Part-II shall be invited at single stage under two covers i.e. Pre-qualification /Technical & Commercial Envelope. Eligibility and qualification of the Applicant will be first examined based on the details submitted online under first cover (Pre-qualification & Technical) with respect to eligibility and qualification criteria prescribed in this Tender document. The Price Bid under the second cover shall be opened for only those Applicants whose Pre-qualification/Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

- 1. The payment for Tender Document Fee and e-Service Fee shall be made by eligible bidders/contractors online directly through Debit Cards & Internet Banking Accounts and the payment for EMD can be made online directly through RTGS/NEFT or OTC Please refer to ‘Online Payment Guideline’ available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.**
- Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://etenders.hry.nic.in> to be eligible to participate in the e-Tender.
- The interested bidders must remit the funds at least T+1 working day (Transaction + One Day) in advance **and make payment via RTGS/NEFT or OTC to the beneficiary account number specified under the online generated challan. The intended bidder/Agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/Tenders at <https://etenders.hry.nic.in>.**

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

The following are exempted from depositing the earnest money:-

- i. Central Haryana state government agencies applying in response to the tender. Provided further that the provision of this regulation may not apply to public sector undertaking of the central/Haryana state government with whom separate terms regarding security deposit if any may be negotiated provided for.
 - ii. Firms registered with National Small Industries Corporation Government of India. The exemption shall be for the specified items which are available on director of National Small Industries corporation rate contract.
 - iii. Firms borne on HPGCL's approved list of suppliers which may have made a permanent earnest money deposit of anywhere in the HPGCL. If they quote the registration number given by the respective project/office of HPGCL in their tender papers.
4. The interested bidders shall have to pay mandatorily e-Service fee (under document fee – Non refundable) of Rs.1180/- (One Thousand One Hundred Eighty only including GST) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.
- The Payment for document fee/ e-Service fee can be made by eligible bidders online directly through Debit Cards & Internet Banking. The Bidders can submit their tender documents in two parts (Online) as per the key dates mentioned below:-


Key Dates:

Sr. No.	Activities	Date and time
1	Tender Publishing	01.05.2024 18.00 Hours
2.	Start of Bid submission	02.05.2024 10.00 Hours
3	Last submission of EMD	22.05.2024 00.00 Hours
4	Expiry of Bid submission	23.05.2024 13.00 Hours
5	Technical Opening (Part-I)	25.05.2024 15.00 Hours
6	Short listing of Technical bids & Opening of Financial Bid	Will be intimated to the firms later on their E-mail

Important Note:

- 1) The Applicants/bidders have to complete 'Application/Bid Preparation & Submission' stage on scheduled time as mentioned above. If any Applicant/bidder failed to complete his/her aforesaid stage in the stipulated online time schedule for this stage, his/her Application/bid status will be considered as 'Applications/bids not submitted'.
- 2) Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
- 3) Applicant/Bidder can rework on his/her bids even after completion of 'Application/Bid Preparation & submission stage' (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.

For Executive Engineer/CHP,
Chief Engineer/ DCRTPP,
HPGCL, Yamuna Nagar.

	<p>DEEN BANDHU CHHOTU RAM THERMAL POWER PROJECT, YAMUNA NAGAR</p> <p>(A Unit of Haryana Power Generation Corporation Ltd.)</p> <p>Regd. Office: C-7, Urja Bhawan, Sector-6, Panchkula. Corporate Identity Number: U45207HR1997SGV033517 Website: www.hpgcl.org.in Email: xenchp.dcrtp@hpgcl.org.in</p>
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Annexure- I

Instructions to bidder on Electronic Tendering System

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

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

2. Obtaining a Digital Certificate:

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

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

The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from:<https://etenders.hry.nic.in>.

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

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

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

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

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

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

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

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

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

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

6 **Download of Tender Documents:**

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

7 **Key Dates:**

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

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

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

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

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 completed by submission of the digitally signed & sealed bid as stated in the time schedule (Key Dates) of the Tender.

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

NOTE:-

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


(B) From the starting date of Tender downloading to final date of submission of bid, the bidder can rework on his bid number of times he wants. If bidder submits the revised bid including price bid, original bid will automatically deleted and this revised bid will become original bid. No revised bid will be submitted after Part-I (Technical Bid) is opened.

(C) Complete bid will only be submitted after realization of tender document's fee and EMD.

(D) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://etenders.hry.nic.in>.

For help manual please refer to the 'Home Page' of the e-Procurement website at <https://etenders.hry.nic.in>, and click on the available link 'How to..?' to download the file.

For Executive Engineer/CHP,
Chief Engineer/ DCRTPP,
HPGCL, Yamuna Nagar.

 HPGCL <small>AN ISO-9001, ISO-14001 & OHSAS-18001 CERTIFIED COMPANY</small>	<p>DEEN BANDHU CHHOTU RAM THERMAL POWER PROJECT, YAMUNA NAGAR</p> <p>(A Unit of Haryana Power Generation Corporation Ltd.)</p> <p>Regd. Office: C-7, Urja Bhawan, Sector-6, Panchkula. Corporate Identity Number: U45207HR1997SGV033517 Website: www.hpgcl.org.in Email: xenchp.dcrtp@hpgcl.org.in</p>
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Annexure-II

INSTRUCTIONS TO THE BIDDERS (WORK ORDER)

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

The bidder should be Original Equipment Manufacturer/ Supplier (OEM/OES) of Online/ Auto Lubrication system or a registered vendor of HPGCL, as per Vendor Registration Policy for the specific category of the work / purchase.

OR

The bidder must have experience of having successfully executed Purchase Order(s) / Work Order(s) of Online/ Auto Lubrication system in HPGCL / NTPC /any SEBs / any PSUs /any Corporations / Central Govt. / State Govt. / Semi Govt. or in any Thermal/ Hydel Plant and have average annual turnover and other eligibility conditions as given below:

- a) Experience of Execution of Purchase Order / Work Order Bidders must have successfully executed the Purchase Order(s) / Work Order(s) for the same or similar item(s) / work(s) during last 7-years ending last day of the month previous to the month in which applications are invited having minimum order value as under:
- b) Single order of the value not less than Rs. 8.48 lakh or
- c) Two orders of the value not less than Rs.5.30 Lakhs each or
- d) Three orders of the value not less than Rs. 4.24 Lakhs each.

Note:

1. Turnover Bidders must have average annual turnover in last 3 consecutive financial years ended prior to the financial year in which the applications are invited shall not be less than Rs.11 lacs.
2. Other income shall not be considered for arriving at annual turnover.
3. Note: 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.
4. 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.
5. Similar work/ item should not mislead with specific or same work / item in general, wherever possible its broader interpretation should be taken to avoid restrictive competition. If considering the criticality of the item/ work, only the same work/ item is required then it should be specifically incorporated with the approval of Director concerned.
6. The bidders should have testing facilities at its works or the testing will be carried out at any Govt. approved test laboratory acceptable to HPGCL. HPGCL shall notify the list of the acceptable lab.

Note : -

- a. The firm should fill statement of bidders as per Annexure-VII and submit authentic supporting documents for proving its credential. Original documents may be asked for verification at the time of finalizing the tender.
- b. **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 another Thermal/Hydro Electricity project shall not be eligible to bid against the NIT of HPGCL, However:-
 - i 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.

- ii Blacklisting of the firm by any unit of HPGCL shall be considered as ineligibility of the firm at any other project of HPGCL.
 - iii 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.
 - iv 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 regulations of the corporation.
- c. A committee nominated by HPGCL shall evaluate all the bids for fulfillment of qualifying criteria. Decision of the HPGCL regarding fulfillment of Pre qualification requirement shall be final and binding upon the bidders.
7. Conditions of the contract and other information can be had from the office of Executive Engineer/CHP, DCRTTP, HPGCL, Yamuna Nagar (Email ID: xenchp.dcrtp@hpgcl.org.in), on any working day prior to last date of Downloading of Tender Documents & Bid Preparation.
 8. The Tender Document can also be downloaded from HPGCL website www.hpgcl.org.in.
 9. The tender will only be submitted on the centralized e-procurement portal i.e. <https://etenders.hry.nic.in>.
 10. Before submitting tenders the instructions may be read carefully regarding submission of tender. If any bidder finds discrepancies or omissions in the tender documents or is in doubt as to the true meaning of any part, he shall clarify same from tender issuing office in writing before the due date and time of submission of the bid.
 11. Tenders should comprise of two parts i.e. Part-I (Technical Bid) & Part-II (Price Bid) addressed to Executive Engineer/CHP, DCRTTP, HPGCL, Yamuna Nagar.
 - a) **Part - I i.e. Technical Bid:** - The tenderers shall submit their tender (Part-I) containing documents for qualifying criteria etc. except the rates (price bid).
 - b) **Part - II i.e. Price Bid:** - It shall comprise of price bid only and will be opened at a subsequent date to be fixed by the competent authority only of those bidders who qualify the NIT requirements after checking the qualifying criteria & technical discussions on Tender Part-I. The price bid should be strictly as per rate quoting sheet (Annexure-VIII).
 12. All tenders received against open tender enquiry irrespective of whether they are from the approved contractors on the registered list or others, shall be considered, provided they are on the prescribed form and in accordance with the tender conditions and specifications.
 13. Unless exempted specifically, tenders not accompanied with the prescribed EMD / cost of tender shall be rejected. EMD / cost of tender shall be in the prescribed mode of payment as asked in the NIT, otherwise, the tender shall be liable to be rejected.
 14. The validity of the tender/ offer shall be for **120 days** from the date of opening of the price bid.
 - a) Suo moto revised price bid / supplementary part-II will not be accepted after the last date of submission of tender.
 - b) The latest negotiation policy of Govt of Haryana as applicable will be followed for negotiation with the qualified bidders.
 - c) Rates shall be quoted by the tenderer, item wise with price breakup on FOR destination basis. No deviation in terms shall be allowed. However, if not provided separately, then loading of Packing & Forwarding, Freight and Transit Insurance shall be done, for comparison purposes, as under:
 - (i) Packing & Forwarding: @ 0.5% of basic rate.
 - (ii) Freight: @ 4% of basic rate.

- (iii) Transit Insurance: @0.25% of basic rate.
15. No deviation shall be allowed. However in case of deviation of taxes etc., the same be loaded for comparison purpose. Once bidder submits the tender online, it is presumed that all the terms and conditions are accepted including payment terms.
 16. Selection preference of the tendered work may be allowed as per policy of the State Government to the Industrial Units located in Haryana on the lowest valid rates if tenderer so claim with requisite documentary evidence.
 17. The bidders / contractors shall observe the highest standard of ethics during the submission of tender, procurement and execution of the contract. In case of evidence of cartel formation by the bidder(s) EMD is liable to be forfeited.
 18. The bidder shall bear all costs including bank charges, if any, associated with the preparation and submission of his bid and HPGCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
 19. HPGCL reserves the right to cancel the NIT or to change qualifying requirements or to reject any or all the tenders so received without assigning any reason.
 20. **Disqualification of The Bidders / Tenderers:-**
 - a) Even though the bidders meet the above Qualifying Criteria they are subject to be disqualified, if they have made misleading or false representations in the forms, statements and attachments submitted in the proof of the qualification requirements.
 - 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.
 21. Tenders through Fax / E-mail / telegraphic tenders shall not be considered. Incomplete, obscure or irregular tender is liable for rejection.
 22. The tender documents of only those bidders shall be considered who full fill the eligibility criteria and submit documentary evidences in support of the same along with the copy of performance certificate /repeat order from the same organization, if any.
 23. **Earnest Money:** - The Tenderer shall deposit requisite Earnest Money along with the tender to ensure that the tenderer takes up the contract in right earnest. An EMD amounting to Rs. 22,000/- is applicable which is to be paid online through RTGS/NEFT.
 - a) The earnest money furnished by the successful tenderers on whom the work order is placed shall be adjusted against security deposit as a guarantee for faithful and satisfactory execution of the work order. EMD of unsuccessful tenderers will be refunded on finalization of contract.
 - b) No interest shall be payable on Earnest Money Deposit.
 - c) HPGCL reserves the right to forfeit Earnest Money Deposit or part thereof in circumstances which may indicate that the contractor is not earnest in executing the contract. EMD shall also be forfeited in case the bidder does not come forward for execution of the contract agreements and submission of balance security deposit.
 - d) If the tenderer withdraws his tender at any stage during the currency of his validity period, the earnest money shall be forfeited in full in such cases.
 24. The purchase order as a whole will be allotted in a single part to the bidder who is overall lowest in the merit order considering all items of supply & execution.
 25. Purchaser reserves the right to amend/ cancel the NIT or to change qualifying requirement or to reject any or all the tenders so received without assigning any reason.
 26. It should be preferred that OEM/OES should quote the rates directly without taking dealer into loop.
 27. If the price are quoted by the dealers, a certificate should be obtain from the OEM/OES by the dealer that the quoted rates by the said dealer are well in knowledge of OEM/OES.
 28. If the dealer is called in SPC for negotiations/discussions of the rate, the representative of OEM/OES should also accompany with the dealer in the SPC.
 29. **All the fields of BOQ shall be filled by the bidder**

Executive Engineer/CHP
For Chief Engineer, DCRTTPP,
HPGCL, Yamuna Nagar



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NIT No. 03/F-2411/CHP

dated 01.05.2024

Annexure II A

**SCHEDULE 'C-1'
(Referred to in regulation 7)
GENERAL TERMS AND CONDITIONS OF CONTRACT (Supply order)**

1) Definitions:-

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

- a) The 'Purchaser' shall mean the HPGCL and shall include its successors in office and assigns.
- b) The 'Supplier /Manufacturer' shall mean M/s. _____ and shall include the Supplier's legal representatives, successors, and assigns.
- c) 'Material' shall mean and include the material to be supplied by the Supplier under the contract as per contract.
- d) 'Specifications' shall mean and include the specifications as detailed in the Annexure attached herewith and drawings attached thereto as well as samples and patterns, (if any).
- e) 'Drawing' shall mean the drawing /drawings annexed to the specification (if any) or as approved by the purchaser.
- f) The 'Site' shall mean and include lands & buildings over / under upon where the materials are to be installed and used in accordance with terms & conditions.
- g) 'Place of delivery' shall mean the place of delivery at which the Supplier is responsible to deliver the materials at the specified contract price.
- h) The terms "F.A.S", 'F.O.R', 'F.O.B.', 'C.I.F.' and other shipping dispatch terms as used herein shall have meaning in accordance with their usage in India.
- i) 'Work' shall mean and include supply of all materials, plants and equipments and rendering of other services by the supplier under this contract.
- j) 'Consignee' shall mean the officer to whom the material is required to be despatched or the person specified in the purchase order.
- k) 'Contract' shall mean the Notice Inviting the Tender, Tender Form, and conditions of contract with their annexure and Purchase Order / Acceptance of offer / tender/LOI/LOA.
- l) 'Purchasing Authority' shall mean the officer signing the acceptance of tender and shall include any officer who has authority to execute the relevant contract on behalf of the Purchaser.
- m) 'Purchase Order' shall mean an order of supply of material including the acceptance of the tender.
- n) 'Annexure' shall mean the Annexure to the terms & conditions.
- o) 'Test' shall mean such test as is prescribed by the ISI or by the HPGCL and / or considered necessary by the authorized agent of the Purchaser whether conducted / performed or made by him or any other agency acting under his direction.
- p) 'Delivery' shall be deemed to take place on delivery of material in accordance with terms of the Contract after test and inspection by the Purchaser or his authorized agent, to the consignee. If the rates are ex-works, date of dispatch/Goods Receipt (GR) and in case the rates are FOR destination, date of receipt of material in store in good conditions shall be treated as date of delivery.
- q) 'Inspecting Agency' means the agencies nominated and authorized by the competent authority for inspecting the material at the works of the supplier or at the designated place of inspection prescribed by the purchasing authority.
- r) 'Inspecting Officer' means, officer of the Corporation appointed by the Chief Engineer or the purchasing authority for inspection.
- s) 'Contract Value' shall mean the bare value of the goods 'ex-works price' without taking into account taxes, duties or any other incidental charges where the price is ex-works, but where the prices given in the PO are on FOR destination basis inclusive or exclusive of GST etc., the 'Contract value' would mean FOR destination prices, given in the PO inclusive of GST, other statutory levies etc. as the case may be.
- t) 'Total Contract Value' shall mean contract value plus statutory dues like GST etc. and any other amount payable under contract.

2) **PARTIES:**

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

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

Purchaser: _____ Haryana Power Generation Corporation Ltd.

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

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

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

4) **PRICES:**

(i) Item wise prices with price breakup (i.e. cost price, freight, taxes and duties separately) shall be quoted by the bidders on FOR destination basis and shall remain FIRM during the currency of contract unless otherwise agree. No deviation in terms is allowed. However, if not provided separately, then loading of Packing & Forwarding, Freight and Transit Insurance shall be done, for comparison purposes, as under:

(i) Packing & Forwarding: @ 0.5% of basic rate.

(ii) Freight: @ 4% of basic rate.

(iii) Transit Insurance: @ 0.25% of basic rate.

(ii) GST, if charged extra, separately shall be paid as per actual within delivery period on production of following certificates:

Goods & Service Tax Certificate: -

a) Certified that transactions on which tax has been claimed will be included in the return to be submitted to the sale tax authorities for assessment of GST and the amount claimed from the HPGCL shall be paid to the GST authorities.

b) Certified that the goods on which sales tax has been charged have not been exempted from sales tax under Haryana/ Central Sales Tax Act and Rules made there under. The charge on the account of the GST on these goods are correct under the provisions of the relevant act and rules made there under.

c) Certified that we shall indemnify to HPGCL in case it is found at a later stage that the incorrect payment has been recovered on account of GST by us.

d) Certified that we are registered as dealer/ manufacturer on GST and GST no. is _____. Our GST No. is _____. (Signature of Supplier).

Note: Any increase in taxes & duties after the delivery period shall be on the supplier's account and shall not be borne by HPGCL (The above note shall not be applicable in case supplier is a Govt./Semi-Govt./PSU).

(iii) **ESCALATION/PRICE VARIATION CLAUSE.**

No escalation shall be permitted in respect of any increase not arising out of the operation of any law and statutory or mandatory order of the Govt. of India or the concerned State Govt. In case the period of the purchase order for completion of supplies is more than one year and tenderer wishes to include an escalation clause in his quotation then bidder should provide full details of the escalation formula and bring out precisely the actual increase in the price of the finished item for every rupee worth of increase in each item of raw material/component of wages, to which the escalation applies. The tenderer shall furnish such documentary evidence, as may be required by the HPGCL, in support of the increase in respect of each item of raw material/component of wages etc. for which the escalation is claimed. No escalation/price variation shall be considered beyond the scheduled delivery period. However, for valuation of L1 bidder the total contract value for the contract period shall be considered.

(iv) **Foreign Exchange variation:**

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

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

Every tenderer, while submitting his tender, shall deposit the earnest money specified in the NIT (Rs. 22,000/-) online by using service of secure electronic payment gateway directly through RTGS/NEFT. After the EMD payment confirmation, the bid can only be submitted. The secure electronic payment gateway is an online interface between contractors and online payment authorization networks.

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

the purchase order up to warranty period.

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

Provided further that the provision of this regulation may not apply to a Public Sector undertaking of the State Government, firms borne on D.G.S & D / DS&D Haryana rate contract, firm registered with Director of Industries, Haryana or with National small industries corporation, Govt. of India or the firms having permanent EMD of Rs.10.00 Lac at the respective project / office.

For Benefits / Concessions to the Haryana based Micro, Small and Medium Industrial Enterprises in the State Public Procurement as under (G.O. No.-02.02.2016-41B11 (1) dated 20.10.2016 please refer annexure-B, B-I & B-II.

The earnest money /security deposit shall be forfeited in part or in full under the following circumstances:-

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

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

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

6) PAYMENT TERMS:-

Subject to any deductions which the purchaser may be authorized to make under this contract, the payment for the material shall be made as under:-

SUPPLY PART:

90% payment of supply part shall be made after 21 days of receipt of 100% material at site in good condition and balance 10% within 21 days after successful commissioning along with submission of 10% Performance Bank Guarantee (PBG) valid upto 3 months after completion of G/W period.

SUPERVISION FOR ERECTION, TESTING & COMMISSIONING: 100% payment shall be made after 21 days of successful erection, testing & commissioning of the systems.

Note: Receipt of material at site shall mean receipt of material in accordance with terms of the Contract after test and inspection by the Purchaser or his authorized agent, along with the requisite documents specified in clause no. 10.

7. MODE OF PAYMENT:-

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

The firm will provide their GST registration No., HSN Code, PAN Number, place of business with address and a unique invoice number suffix with DCRTPP.

8. DELIVERY PERIOD AND DAMAGES FOR DELAY:-

The date of delivery of material as specified in the work order shall be the essence of the contract between the supplier and the Corporation, and the delivery of each consignment must be made as per delivery schedule.

a. Supply Part:

No supplies/ consignments received after the date on which they were actually due according to the terms of the Work Order, shall be accepted by the consignee, except with the written approval of the purchasing authority. Even in case of acceptance of delayed supply the supplier shall be liable to pay @ 0.5% per week or part thereof of the delay of the value of the goods so delayed where the part supply is acceptable and of the supply part value of the WO where part supply is not acceptable, subject to a maximum of 5% of the total value of the delayed / undelivered supplies of the Supply Part of the contract.

The delivery period shall be reckoned from the 7th day of issue of W.O. / L.O.I. or agreed otherwise whichever is earlier.

Property in the material shall not pass to the purchaser unless and until the material has been delivered to the consignee in accordance with the terms and conditions of W.O.

b. Service Part:

The contractor shall ensure timely completion of the job as per stipulated completion period. In case

of delay in completing the work/job, the penalty for delay will be imposed @ 1% of the service part value of the contract per week or part thereof subject to maximum of 10% of the service part value of the contract.

- i. Govt Fee such as Board of Radiation & Isotope Technology (BRIT) charges shall be paid against Proforma Invoice.
- ii. Balance payment with GST will be released after 21 days of successful completion of work i.e. proof of successful submission of decayed sources to BRIT. Firm will provide BRIT source acceptance certificate as a documentary evidence of completion of work.

9. TESTS, MSDS AND INSPECTIONS: -

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

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

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

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

In case of non-conduct of testing due to non-availability of material, the charges of the inspecting officers shall be borne by the supplier. The inspection call received after expiry of delivery period may or may not be entertained.

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

10. DOCUMENTATION:-

The contractor and the executive in-charge of the work shall ensure the following document before forwarding the bill of the contractor to the Accounts wing for pass and payment to avoid delay in payment of the contractor: -

The bill of the contractor along with the annexure submitted by the contractor should be approved and verified by the officer in-charge for gross value as well as net payable value and accompanied with the certificates/documents mentioned.

Certificate from the Engineer in-charge that, a) Work has actually been done as per the contract and to the entire satisfaction of EIC b) The record entry of the work done

has been taken in the small measurement book (SMB) at page no. _____ on dated _____.

d) No penalty is leviable on the contractor on any account as per the contract if leviable the amount of penalty is _____.

e) Copy of protocol and certificate for stage payment, if required.

Note:-

Documents attached along with the contractor bill should be referred in the forwarding letter of the executive office forwarded the bill for pass and payment. The firm will directly deliver the material to the consignee i.e. XEN/Store, DCRTTP, Yamuna Nagar. No interest, what so ever on any account shall be paid by HPGCL. Bank Charges if any shall be borne by the supplier.

11. PACKING:-

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

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

12. MODE OF TRANSPORT:-

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

13. TRANSIT INSURANCE:

- (A) The material shall be insured against all risks and loss for its full delivered value up to the destination

station. The insurance charges from dispatching station up to the destination station will be borne as per provision in the WO. The Supplier shall produce insurance cover and also a stamped acknowledgement receipt of the insurance company for the premium paid by them in support of their claim, if any. The consignee shall report losses/damage to the Supplier at the earliest possible of the receipt of the consignment at the site.

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

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

The Supplier shall be responsible for all loss, destruction, damage, deterioration of the material from any causes whatsoever in the course of transit from the Supplier to the consignee.

14. **WARRANTEE:** The supplier shall be made responsible to replace free of cost, with no transportation or insurance cost to the Corporation, up to the destination the whole or any part of the material, which in normal and proper use proves defective in quality or workmanship, subject to the condition that the defect is noticed within 12 months from the date the material is commissioned or 18 months from the date of dispatch, whichever period may expire earlier. The consignee or any other officer of the corporation actually using the material will give prompt notice of each such defect to the supplier as well as the Purchasing Authority and the Sr. A.O.. The replacement shall be effected by the supplier within reasonable time, but not, in any case, exceeding 45 days. The supplier shall, also, arrange to remove the defective supply within a reasonable period, but not exceeding 45 days from the date of issue of the notice in respect thereof, failing which, the corporation shall reserve the right to dispose-off the defective material in any manner considered fit by it at the sole risk and cost of the supplier. Any sale proceeds of the defective material after meeting the expenses incurred on its custody, disposal, handling etc. shall, however, be credited to the supplier's account and set off against any outstanding dues of the corporation against the supplier. The supplier shall furnish warrantee certificate stating that, "we will be responsible to replace within 45 days of the date of issue of notice, free of cost, with no transportation or insurance-cost to the Corporation, up to the destination the whole or any part of the material supplied by us against W.O. No.- _____ dated _____, within a period of _____ which in normal and proper use proves defective in quality or workmanship, within 12 months from the date the material is commissioned or 18 months from the date of dispatch whichever period may expire earlier". The provisions shall, mutatis mutandis apply to the replaced material. In case the material is again found to be defective within a period of 18 months of its replacement, it shall also have to be replaced similarly by the supplier (Guarantee/warranty clause shall be applicable to the replaced material also).

15. **FORCE MAJEURE:** -

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

- i) The delay in manufacture or delivery of the material /equipment on order result from any causes arising out of compliance with regulations, orders or instructions of the Central or State Governments, acts of God, acts of Civil & Military authority, fires, floods, strikes, lock-outs, freight embargoes, war-risk riots and civil commotion and
- ii) The supplier's request for extension of the delivery period along with all necessary evidence, before the expiry of the schedule date (s) of delivery.
Non -availability of raw material or any other similar cause shall not be considered as a force majeure circumstance.

16. **DEMURRAGES:-**

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

17. **ARBITRATION:** -

All matters, question, disputes, differences and/or claims arising out of and/or concerning and/or in connection and/or in consequences or relating to this contract whether or not obligations of either of both parties under this contract be subsisting at the time of such dispute and whether or not this contract has been terminated or purported to be terminated or completed, shall be referred to the sole Arbitrator to be appointed with mutual consent of both the parties from the panel of Arbitrators to be suggested by HPGCL.

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 there under for the time being in force, shall apply to the Arbitration proceedings under this Clause.

18. LAWS GOVERNING CONTRACTS:-

All contracts shall be governed by the laws of India for the time being in force. Irrespective of the place of delivery, place of performance or place of payment under a contract.

Jurisdiction of Courts- The Courts of Jagadhri (Yamuna Nagar) shall have exclusive jurisdiction in all matters arising under the Contract.

19. RISK PURCHASE:-

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

20. IDENTICAL & INTERCHANGEABILITY CERTIFICATE: Applicable, the supplier shall furnish the following certificate: "All the components / equipments are identical in construction, interchangeable and suitable to the equipment already installed at DCRTTP, Yamuna Nagar"..

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

22. PATENT RIGHT:-

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

23. LOSS OF PLANT / HPGCL PROPERTY DURING EXECUTION OF THE WORK

The firm shall ensure that no damage or loss is done to HPGCL / Plant property or any other agency in the jurisdiction of work site. In case, it is found that there is any loss to the plant equipment, HPGCL property or human being due to negligence of the labour / worker of the firm, the same shall be made good to HPGCL by the firm at his own cost. Firm agreed for the same within the contract scope and battery limits, limited to the total contract liability which shall be limited to the total contract value (excluding GST, freight etc.) but does not cover loss of plant / property as a whole.

24. IDLE LABOUR CHARGES

No idle labor charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labor being rendered idle due to any cause.

25. STATUTORY DEDUCTIONS

Statutory deduction as applicable on account of Income Tax, etc. including surcharge shall be made at source from the bills of the contractor at the prevailing rates. The firm will submit copy of PAN along with bill.

26. BREACH OF CONTRACT

If the firm fails to adhere to the time schedule or if his services are found to be unsatisfactory, the HPGCL will be entitled at its option either: -

- a. To recover damages as per penalty clause mentioned as above, if the said delay is not covered under the Force Majeure reasons.
- b. To get the work done from any other agency after serving a notice of three days to the firm at his risk and cost and without prejudice to the other provisions of the work order.

OR

To cancel the contract by giving 15 days notice & forfeit the security and encashment of the PBG.

27. FACTORY ACT/MINIMUM WAGES ACT/INSURANCE ACT/EPF ACT ETC.

Strict adherence of various applicable labour laws like the Factories Act, Minimum Wages Act, ESI Act, Payment of Wages Act, the Workman's Compensation Act, EPF Act, Contractor labour (Regulation & Abolition) Act, 1970 and all other statutory requirements as amended from time to time to the entire satisfaction of Central/State Govt. Authorities, shall be the responsibility of the Contractor and he shall have to make good loss, if any, suffered by HPGCL on account of default in this regard by the contractor. EPF/ESI contributions will be deposited by the contractor in his own EPF/ESI code no. in the respective account of the workers. The contractor will submit the copy of EPF/ESI challan to the Factory Manager, at the time of payment along with corresponding list of workers.

28. INSURANCE OF WORKERS

The contractor will be solely responsible for any liability for his workers in respect of any accident, injury arising out and in course of contractor's employment. To meet his aforesaid obligation under the workmen

Compensation Act, The contractor may obtain W.C. Policy from the Insurance Company for the persons employed by him for carrying out the work. The premium payable for the aforesaid Insurance Policy shall be borne by the contractor. The contractor shall ensure that the said Insurance Policy of this insurance cover is required to be submitted by the contractor to Engineer-in-charge of work immediately after issue of LOI, but before the start of work.

29. SAFETY RULES

The Firm shall have to comply with all the provisions of safety rules. The Chief Safety Officer may impose penalty of **Rs.200/- per day per head** if the workers of contractor are found to be working carelessly without proper protective equipments in unsafe conditions. Against violation of any other clause, a penalty of Rs 500 /- per violation (minimum) shall be levied. In case of repeated violation of serious nature resulting in various serious accident or direct loss to the corporation /threatens to cause severe consequences, higher penalty rates may be imposed including suspension/ termination of the contract. If any action is initiated by Chief inspector of factories, Chandigarh or any other authority against occupier/factory manager or any other authority of HPGCL in case of any fatal/ non-fatal accident or any other violation of factory act, 1948, Pb. Hr. factory rules, 1952 or any other industrial or labour act, the contractor shall be liable for the same and also to deposit the amount of fine/penalty if any. In case of default action as deem fit shall be initiated against the contractor.

A safety clearance certificate on quarterly basis from the chief safety officer shall be obtained by the contractor and has to be attached along with the bill.

This office reserves the right to claim adequate compensation from the contractor on account of any damage caused to the plant & equipment handed over to him for execution of the work, due to careless handling or negligence on the part of the contractor.

30. SUBLETTING AND ASSIGNMENT: -

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

31. Boarding & Lodging: The firm has to make his own arrangement for boarding & lodging of their staff. However, if a separate team for erection is arranged by the firm then the suitable accommodation in Type-II category will be provided as per availability on chargeable bases.

32. ACCEPTANCE / ACKNOWLEDGEMENT: The acceptance of Work Order may be acknowledged within 7-days from the date of receipt of Work Order.

33. GST Compliance SOPs: It is requested to submit the following documents for monitoring compliances under GST provisions:

1. Firm will submit the copy of registration certificate UNDER GST Act.

2. The following undertakings on your letter head: -

i. GST registration in valid as on date.

ii. NO default has ever been made by bidder in filling the various GST returns and deposit of GST dues with the department.

iii. Bidders 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 vender ineligible to participate in tender. Firm will submit the following undertakings in addition to above immediately after issue of work order and with submission of each & every bill unless mentioned otherwise -

34. Undertaking mentioned at 2(i), 2(ii) & 2(iii).

35. A CA Certificate regarding validity of GST registration will be submitted every six-month during tenure of the contract.

36. Vendor will submit copies of GSTR-I 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 Government vide this challan 9 specifying the challan no & date of deposit) and return filed (date of filling of return) includes the transaction of supply of good or/ and services to HPGCL.

37. Vendor will inform immediately the HPGCL about initiation of any proceeding (if any) against him under the GST laws which may result in suspension or cancelation of GST no. of the vendor.

38. Undertaking to indemnify the HPGCL in case of any financial implication on HPGCL due to non-compliance of prescribed obligation under the GST Law on part of the supplier/vendor.

39. In case ARCs/AMCs having duration above one year, copies of GSTR 1, CSTR 2A and GSTR 3B along with copies of invoices raised to HPGCL, duly reconciled with three returns to be submitted on quarterly basis 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 security.

40. In Case Of failure at the end of firm regarding deposit of tax and in complying with conditions mentioned above, 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.
41. Firm will undertake to immediately inform the HPGCL about any amendment In the GST certificate AND TO immediately submit the updated registration certificate.
42. Firm will submit the e invoice containing the invoice reference number (INN) and QR code. It is worthwhile to note that any tax invoice including tax credit/debit not issued by such notified person for B2B supplies without following the e-invoicing procedure shall not be treated as a valid document.
43. Firm will submit undertaking if not generating e-invoice in following format:

We M/S. _____ having PAN. _____ And GSTIN registration number _____

Hereby undertake that our aggregate turnover (as per section 2(6) 01 central goods and service tax act .2017) for FY 2019-20 does not exceed the prescribed threshold (as on 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 query from the any state or central goods and service tax authorities, M/s _____ will be solely responsible.

Yours Truly For M/s _____

Authorized Signatory Name: Designation

44. In case there is difference in value of invoice. due to difference in quantity or quality actually supplied, GST will be applied on revised value of Invoice.
45. EMD and securities/Bank guarantees taken by HPGCL will be refunded only after payment of GST by firm which was charged from HPGCL.
46. In case any issue arises w.r.t. failure by the firm in GST compliance, all future payments will be put on hold after having consultation with HPGCL'S GST consultant.
47. Any other term not defined in instructions to the supplier or the terms & conditions not specified in the tender/ enquiry, shall be governed by "HPGCL Works & Purchase Regulations 2015" which are available on the HPGCL website i.e. www.hpgcl.org.in.

Executive Engineer/CHP
For Chief Engineer, DCRTTP,
HPGCL, Yamuna Nagar

SCOPE OF WORK

S.NO	DESCRIPTION	QTY	MAKE
A	MOTORISED GREASE LUBN. SYSTEM FOR RAIL TRAVEL MECHANISM		
1	MOTORISED DUAL LINE GREASE PUMP WITH 50 LITS. CONTAINER, HEAVY FOLLOWER PLATE AND TELL TALE ROD WITH LOW LEVEL LIMIT SWITCH. THE PUMP WILL HAVE A DISCHARGE CAPACITY OF 150CC/MIN & A WORKING PRESSURE OF 150 KGS/SQ.CM [MAX].THE PUMP IS FITTED WITH A 4 – WAY HYDRAULIC DISTRIBUTOR VALVE FOR LINE CHANGE OVER VALVE. THE PUMP IS COUPLED TO A ELECTRIC MOTOR OF 2HP, 1400 RPM, 3 PHASE, 50C/S, CLASS ‘F’ INSULATION LIMITED TO CLASS‘B, TEFC, IP-55 PROTECTION . MOC C.I. /STEEL	01 NO	
2	1-OUTLET DOSE FEEDER WITH MOUNTING PADS AND SCREWS, TYPE- DF-11, MOC C.I. /STEEL	07 NOS	
3	2-OUTLET DOSE FEEDER WITH MOUNTING PADS AND SCREWS, , TYPE- DF-21, MOC C.I. /STEEL	07 NOS	
4	3-OUTLET DOSE FEEDER WITH MOUNTING PADS AND SCREWS, TYPE- DF-31, MOC C.I. /STEEL	06 NOS	
5	4-OUTLET DOSE FEEDER WITH MOUNTING PADS AND SCREWS, TYPE- DF-41, MOC C.I. /STEEL	06 NOS	
6	IN-LINE GREASE FILTER 3/8” BSP. MOC C.I. / STEEL	02 NOS	
7	18 mm OD X 2 mm T SEAMLESS STEEL TUBE MOC STEEL.	100 MTS	
8	HALF UNION ASSEMBLY SUITABLE FOR 18 mm OD TUBE WITH 3/8” BSP THREAD. MOC STEEL	78 NOS	
9	HALF UNION ASSEMBLY SUITABLE FOR 18 mm OD TUBE WITH 1/2” BSP THREAD. MOC STEEL	04 NOS	
10	UNION TEE ASSEMBLY SUITABLE FOR 18 mm OD TUBE MOC STEEL	28 NOS	
11	ELBOW UNION ASSEMBLY SUITABLE FOR 18 mm OD TUBE MOC STEEL	40 NOS	
12	UNION ASSEMBLY SUITABLE FOR 18 MM OD TUBE MOC : STEEL	40 NOS	
13	10 mm OD X 2 mm T SEAMLESS STEEL TUBE MOC : STEEL	60 MTS	
14	STRAIGHT CONNECTOR SUITABLE FOR 10 mm OD TUBE WITH 1/4” BSP THREAD. MOC : STEEL	68 NOS	
15	ELBOW CONNECTOR SUITABLE FOR 10 mm OD TUBE WITH 1/4” BSP THREAD. MOC : STEEL	50 NOS	
16	DOUBLE END CONNECTOR ,10 mm OD TUBE MOC : STEEL	24 NOS	
17	3 /8” BSP PLUG MOC : STEEL	26 NOS	
18	1- WAY CLAMP WITH PAD / SCREW FOR 18 mm OD TUBE MOC NYLON / STEEL	56 NOS	
19	1-WAY CLAMP WITH PAD / SCREW FOR 10 mm OD TUBE MOC NYLON / STEEL	112 NOS	
20	1 /2” ID X 1000 mm LONG HOSE ASSEMBLY WITH 18 mm OD X 50 mm LONG STANDPIPE ASSEMBLY AT BOTH ENDS	02 NOS	
21	1 /4” ID X 750 mm LONG HOSE ASSEMBLY WITH 10 mm OD X 50 mm LONG STANDPIPE ASSEMBLY AT BOTH ENDS	02 NOS	
22	1 /2” ID X 750 mm LONG HOSE ASSEMBLY WITH 18 mm OD X 50 mm LONG STANDPIPE ASSEMBLY AT BOTH ENDS	16 NOS	
23	PUMP MOUNTING PAD WITH FASTNERS AND WASHERS MOC: STEEL	04 NOS	

S.NO	DESCRIPTION	QTY	MAKE
A	MOTORIZED GREASE LUBN. SYSTEM FOR SLEWING MECHANISM		
1	MOTORIZED DUAL LINE GREASE PUMP WITH 70 LITS. CONTAINER, HEAVY FOLLOWER PLATE AND TELL TALE ROD WITH LOW LEVEL LIMIT SWITCH. THE PUMP WILL HAVE A DISCHARGE CAPACITY OF 150CC/MIN & A WORKING PRESSURE OF 150 KGS/SQ.CM [MAX]. THE PUMP IS FITTED WITH A 4 – WAY HYDRAULIC DISTRIBUTOR VALVE FOR LINE CHANGE OVER VALVE. THE PUMP IS COUPLED TO A ELECTRIC MOTOR OF 2HP, 1400 RPM, 3 PHASE, 50C/S, CLASS ‘F’ INSULATION LIMITED TO CLASS‘B, TEFC, IP-55 PROTECTION . MOC C.I. /STEEL	01 NO	
2	1-OUTLET DOSE FEEDER WITH MOUNTING PADS AND SCREWS, TYPE- DF-11, MOC C.I. /STEEL	02 NOS	
3	4-OUTLET DOSE FEEDER WITH MOUNTING PADS AND SCREWS, TYPE- DF-41, MOC C.I. /STEEL	09 NOS	
4	IN-LINE GREASE FILTER 3/8” BSP. MOC C.I. / STEEL	02 NOS	
5	18 mm OD X 2 mm T SEAMLESS STEEL TUBE MOC STEEL.	30 MTS	
6	HALF UNION ASSEMBLY SUITABLE FOR 18 mm OD TUBE WITH 3/8” BSP THREAD. MOC STEEL	44 NOS	
7	HALF UNION ASSEMBLY SUITABLE FOR 18 mm OD TUBE WITH 1/2” BSP THREAD. MOC STEEL	04 NOS	
8	UNION TEE ASSEMBLY SUITABLE FOR 18 mm OD TUBE MOC STEEL	04 NOS	
9	ELBOW UNION ASSEMBLY SUITABLE FOR 18 mm OD TUBE MOC STEEL	12 NOS	
10	STRAIGHT CONNECTOR SUITABLE FOR 10 mm OD TUBE WITH M10 X 1 THREADS. MOC : STEEL	38 NOS	
11	10 mm OD X 1.5 mm T SEAMLESS STEEL TUBE MOC : STEEL	40 MTS	
12	STRAIGHT CONNECTOR SUITABLE FOR 10 mm OD TUBE WITH 1/4” BSP THREAD. MOC : STEEL	38 NOS	
13	ELBOW CONNECTOR SUITABLE FOR 10 mm OD TUBE WITH 1/4” BSP THREAD. MOC : STEEL	02 NOS	
14	DOUBLE END CONNECTOR ,10 mm OD TUBE MOC : STEEL	38 NOS	
15	3 /8” BSP PLUG MOC : STEEL	06 NOS	
16	1- WAY CLAMP WITH PAD / SCREW FOR 18 mm OD TUBE MOC NYLON / STEEL	30 NOS	
17	1-WAY CLAMP WITH PAD / SCREW FOR 10 mm OD TUBE MOC NYLON / STEEL	76 NOS	
18	PUMP MOUNTING PAD WITH FASTNERS AND WASHERS MOC: STEEL	04 NOS	

C. Supervision for Installation & Commissioning:

The material will be installed and commissioned under supervision & direction of firm’s representative for successful commissioning of the system. HPGCL contracting agency will provide manpower for installation of the material. The bidder is responsible for complete installation & commissioning of the system irrespective of the above mentioned scope of supply i.e. any other material required for installation & commissioning or compatibility with already installed equipment shall be responsibility of the bidder. HPGCL will only provide manpower, welding/ gas cutting facility, lifting tools, angle channel for support for installation as per bidder’s representative.

NOTE:

- i. CONTROL PANELS REQUIRED FOR THE SYSTEM SHALL BE IN SCOPE OF BIDDER, HOWEVER, POWER MODULE REQUIRED FOR THE SYSTEM SHALL BE IN HPGCL SCOPE. IN CASE OF SHORTAGE OF PIPE OR FITTINGS THE SAME SHALL BE IN OUR SCOPE.
- ii. ANY ADDITIONAL WORK REQUIRED TO BE CARRIED OUT FROM OPEN MARKET SUCH AS MAKING OF THREADS/ TURNER/ LATHE MACHINE WORK/PIPE BENDING ETC SHALL BE IN BIDDER SCOPE.

Note:-

1. Tenderer are requested to confirm in their Part-I tender that work will be carried out strictly as per specifications given in the NIT.

2. Tenderer are requested to comment upon and accept all the terms and conditions of NIT. In case of Non comment of any terms and conditions, it will be assumed that these terms and conditions are acceptable to the tenderer.
3. The bidder shall quote minimum completion period from the date of Work Order.
4. In case of deviation from the standard terms and conditions of NIT, offer of the firm shall be liable to rejected.
5. The bidder must upload all annexure dully signed & stamped along with NIT documents.
6. Firms are requested to fill the GST % and GST amount in price bid carefully.

Following Details must be provided by the bidders in the Part-I offer, otherwise the tender is likely to be rejected.

i. P&F (inclusive)	ii. Damage for Delay (applicable)
iii. GST (specify %age against each item)	iv. G/W certificate (Not applicable)
v. Pre-dispatched Inspection (applicable)	vi. Proof of Transit Insurance (applicable)
vii. Interchangeability Certificate(NA)	viii. Security Deposit(applicable)
ix. Test Certificate(applicable)	x. Freight (inclusive)
xi. Delivery period	xii. Non-Blacklisting Certificate (attach copy)
xiii. Payment Terms(as per NIT)	xiv. Annual turnover certificate of last 3 yrs
xv. Relevant documents in support of EMD exemption if any.	xvi. Tender documents dully stamped and signed
xvii. Confirmation that material will be supplied strictly as per specifications given in the NIT.	
xviii. Confirm to agree and submit standard terms/conditions of Anexure-1, 2, 3 to Schedule C, Annexure4.	

for XEN/ CHP,
Chief Engineer/
DCRTPP, HPGCL,
Yamuna Nagar

Following terms and conditions must be provided/accepted by the bidders in the Part-I offer, otherwise the tender is likely to be rejected.

Sr. No.	As per Tender Specification	To be accepted by the firm	Remarks
1.	Material specification Confirm that material will be supplied strictly as per specifications given in Annexure- 1 of Schedule- C		
2.	Prices: Should be firm and F.O.R. DCRTTP Yamuna Nagar.		
3.	P&F Charges: Preferably to be inclusive in the quoted unit price in price bid.		
4.	Freight Charges: Preferably to be inclusive in the quoted unit price in price bid.		
5.	GST: present rate to be mentioned. (only applicable if quoted rates are exclusive of taxes)		
6.	GST No. of place of supply		
7.	HSN Code: to be mentioned by bidder		
8.	Delivery Period: Supply Part: Within 20 days from the 7 th day of date of issue of PO/WO or Approval of Drawing from DCRTTP whichever is later. Supervision for Installation & Commissioning: within 45 days from date of intimation by HPGCL to the contractor to commence installation at site (An advance notice of 10 days will be issued to mobilize the site for installation).		
9.	Security Deposit: @2% of the total case value for successful delivery of material at DCRTTP Store. To be deposited on receipt of LOI/PO & to be paid by DD.		
10.	PBG 10% PBG of the case value. Valid for successful completion of G/W period plus 3 months.		
11.	Damage for delay (LD): Supply Part: ½% per week or part of week subject to max. 5% of PO/WO value on undelivered portion of supply. Service Part: 1% of the service part value of the contract per week or part thereof subject to maximum of 10% of the service part value of the contract.		
12.	Transit Insurance: Preferably to be inclusive in the quoted unit price in price bid. Material to be dispatched duly insured at the cost of supplier.		
13.	Payment Terms: Supply Part: 90% payment of supply part shall be made after 21 days of receipt of 100% material at site in good condition and balance 10% within 21 days after successful commissioning along with submission of 10% Performance Bank Guarantee (PBG) valid upto 3 months after completion of G/W period. Service Part: 100% payment shall be made after 21 days of successful erection, testing & commissioning of the systems.		
14.	Validity: 120 days from opening of price bid.		
15.	Guarantee/Warranty: As per clause no. 14 & 15 of tender set.		
16.	Pre Dispatch Inspection: material to be dispatched after the inspection by HPGCL.		
17.	Tender documents: Duly signed/stamped by supplier to be submitted along with drawings.		
18.	Test Certificate: To be submitted along with dispatch documents,		
19.	Identical/Interchangeability Certificate To be submitted along with dispatch documents		
20.	Bank Charges: All bank charges to be borne by supplier.		
21.	Force Majeure: As per clause no. 16 of tender set.		
22.	Arbitration and Jurisdiction: As per clause no. 18 & 19 of tender set.		
23.	Risk Purchase: As per clause no. 20 of tender set.		
24.	Demurrages:- If any to be borne by Supplier.		
25.	Mode of Transport :-		
26.	Set off Clause:- As per clause no. 22 of tender set.		
27.	Terms & Conditions of Annexure-I to Schedule C		

The offer will be considered only after the reply to all the terms & condition mentioned above, otherwise tender is likely to be rejected.

STATEMENTS OF BIDDERS

1. Name of Bidder _____
2. Address of Head Office _____
3. Correspondence Address _____
4. E-mail ID _____

5. Mobile No. _____
6. Legal status
7. PAN & TIN Number of the Bidder (attached self attested photocopies)
PAN _____ TIN _____
GST No. _____.
8. Bank Details (attached signed cancelled cheque)
 - i) Bank Name & Address
 - ii) Bank Account Number
 - iii) Bank Branch Code
 - iv) IFSC Code of Branch
 - v) Nature of account (current/saving/OD/CC)
9. Main lines of Business
 - i. _____ since _____
 - ii. _____ since _____
 - iii. _____ since _____
10. Annual Turnover of past three year (attached Certified copy from CA)
 - i. 2015-16 _____
 - ii. 2016-17 _____
 - iii. 2017-18 _____
11. Past Experience of purchase order executed in last 5 years as per PQR.

Name of Organization	Date	Detail of Material	Order Value of PO

12. Any other

Signature & Stamp of Bidder

ANNEXURE-'3' to Schedule-'C'

Benefits / Concessions to the Haryana based Micro, Small and Medium Industrial Enterprises in the State Public Procurement as under (G.O. No.-02.02.2016-41B11 (1) dated 20.10.2016) & G.O. No:- 2/2/2016-41B11 (2) DATED 20.10.2016 regarding performance security deposit) :-

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

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

B. Concessions / benefits to Medium Enterprises:-

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

Annexure-D-1

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

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

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

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

Dated:

DEPONENT

VERIFICATION:

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

Dated:

DEPONENT

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

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

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

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

Dated:

DEPONENT

VERIFICATION:

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

Dated:

DEPONENT

Government of Haryana
Department of Industries & Commerce

ORDER

G.O. No 2/2/2016/-4 || B || (2)

Dated: 20.10.2016

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

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

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

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

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

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

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

Dated: 19.10.2016

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