



DEENBANDHU CHOTTURAM THERMAL POWER PROJECT

YAMUNANAGAR

(A Unit of Haryana Power Generation Corporation Ltd.)

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

TENDER DOCUMENTS

FOR

Disposal of radioactive source installed in Thermo Fisher make Auto Coal Sampler & Analyzer at Coal Handling Plant, DCRTTP, HPGCL, Yamuna Nagar.

CHIEF ENGINEER / DCRTTP.

DEENBANDHU CHHOTURAM THERMAL POWER STATION, HPGCL,

YAMUNANAGAR.

Mob: 9355061841

E-MAIL ID - xenchp.dcrtp@hpgcl.org.in

 <p>HPGCL AN ISO-9001, ISO-14001 & OHSAS-18001 CERTIFIED COMPANY</p>	<p>DEENBANDHU CHHOTU RAM THERMAL POWER PROJECT, YAMUNANAGAR (A Unit of Haryana Power Generation Corporation Ltd.) Regd. Office: C-7, UrjaBhawan, Sector-6, Panchkula. Corporate Identity Number: U45207HR1997SGV033517 Website: www.hpgcl.org.in Email: xenchp.dcrtp@hpgcl.org.in</p>	 <p>भारत 2023 INDIA</p>
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NIT No.17/F-2527/CHP

dated 24.02.2026

NOTICE INVITING TENDER through e-tender

On behalf of Chief Engineer/DCRTPP, HPGCL, Yamunanagar, 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
	Disposal of Radioactive source (Origin of sources: USA) installed in Thermo Fisher make Auto Coal Sampler Analyzer at CHP, DCRTPP	1180/-	1,180/-	55,000	17.03.2026 (13:00Hours)	17.03.2026 (13:00Hours)

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 who are Pre-qualification/Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

- 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 thee-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:-

- 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 – Nonrefundable) 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 anonlineinterfacebetweenbidders&onlinepaymentauthorizationnetworks.
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	24.02.2026 18.00Hours
2.	Start of Bid submission	24.02.2026 18.00Hours
3	Last submission of EMD	17.03.2026 13.00Hours
4	Expiry of Bid submission	17.03.2026 13.00Hours
5	Technical Opening (Part-I)	18.03.2026 13.00Hours
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 forth is 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 bid seven 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/ DCRTTP,
HPGCL, Yamunanagar.

 <p>HPGCL AN ISO:9001, ISO:14001 & OHSAS:18001 CERTIFIED COMPANY</p>	<p align="center">DEENBANDHUCHHOTURAM THERMAL POWER PROJECT, YAMUNANAGAR (A Unit of Haryana Power Generation Corporation Ltd.) Regd. Office: C-7, Urja Bhawan, Sector-6, Panchkula. Corporate Identity Number: <u>U45207HR1997SGV033517</u> Website: www.hpgcl.org.in Email: xenchp.dcrtp@hpgcl.org.in</p>	 <p>G20 भारत 2023 INDIA</p>
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NIT No.17/F-2527/CHP

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Annexure-I

Instructions to bidder on Electronic Tendering System

1. Registration of bidders one-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 & has 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 app let is available on the Home page of the e-tendering Portal.

5 Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal-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 e Service 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 inter face 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.

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

Annexure-II**INSTRUCTIONS TO THE BIDDERS (WORK ORDER)****1. Pre Qualifying Requirements (PQRs)/Eligibility Conditions for the tenderers:**

The bidder should be Atomic Energy Regulatory Board (AERB) of India approved Original Equipment Manufacturer/ Supplier (OEM/OES) of radioactive source and providing radiological services for handling disused radioactive sources or a AERB approved 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 supply or disposal of radioactive sources (Gamma Sources Cs-137 and neutron sources Cf-252) 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.21.92 lakh or
 - c) Two orders of the value not less than Rs.13.7 Lakhs each or
 - d) Three orders of the value not less than Rs. 10.96 Lakhs each.
 - e. 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.82.20 Lacs. Other income shall not be considered for arriving at annual turnover.
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.
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.
 3. 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.
 4. The bidder will give following declaration:
 - i. The bidders should have radiation 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.
 - ii. The Bidder Should have Certified AERB approved Radiological Safety Officer (RSO).
 - iii. The Bidder should have AERB approved Source Packing Shielding Container and AERB approved Transportation vehicle to execute the source disposal work.

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 blacklisted 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 amount 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 incase 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.
5. 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.
 6. The Tender Document can also be downloaded from HPGCL website www.hpgcl.org.in.
 7. The tender will only be submitted on the centralized e-procurement portal i.e.<https://etenders.hry.nic.in>.
 8. 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.
 9. 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).
 10. 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.
 11. 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.
 12. 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.

13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
- 18. 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) Not with standing 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.
19. Tenders through Fax/E-mail/telegraphic tenders shall not be considered. Incomplete, obscure or irregular tender is liable for rejection.
20. 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 BRIT certificate/ order from the other organization if any.
21. of performance certificate/repeat order from the same organization, if any.
22. **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.55000/- (Rs. Fifty Five Thousand only) 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.
23. 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.
24. 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.
25. It should be preferred that OEM/OES should quote the rates directly without taking dealer in to loop.
26. 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.
27. 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.
28. **All the fields of BOQ shall be filled by the bidder**

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



**DEENBANDHUCHHOTURAM THERMAL POWER PROJECT,
YAMUNANAGAR**

(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.17/F-2527/CHP

dated 24.02.2026

Annexure II A

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

1) CONTRACT AGREEMENT

The contractor shall execute a contract agreement with HPGCL on a Non Judicial Stamp Paper of appropriate value within 07 days of receipt of work order.

2) Rate/Contract Price

Rate shall be quoted by the bidder, strictly as per rate quoting sheet and the agreed contract price shall remain firm during the currency of the contract. Any statutory taxes/levies, if to be charged extra, should be clearly indicated by tenderer in their offer separately, failing which it will be presumed that the quoted prices are inclusive of all such statutory taxes/levies.

3) Earnest money and security deposit

Every tenderer, while submitting his tender, shall deposit the earnest money specified in the NIT (55000/-) by way of demand draft drawn in favor of the Sr. Accounts Officer HPGCL payable at or by cash deposit. The payment can be made by RTGS also. In case of RTGS proof of deposit of Earnest Money containing UTR number etc. duly certified by the bank shall be submitted. Earnest money deposit shall necessarily accompany the sealed tender in separate envelope, without which the tender shall be rejected forthwith.

The earnest money furnished by the successful tenderers on whom the work order is placed shall be converted into security deposits as a guarantee for faithful and satisfactory execution of the work order. (The EMD of the unqualified bidders will be returned without any interest, as promptly as possible, within 30 days after declaration of qualification result and that of unsuccessful bidder within 15 days of the execution of the contract with the selected bidder).

The Security Deposit shall be 10% of the Contract value in all the cases. The deduction of the security deposit shall be regulated according to the nature of the contract, which may be any one of the followings:
For Job Works (Applicable)

The successful bidder shall deposit the security equal to 10% of the total value of the work order. However, the EMD already deposited by the bidder shall be converted into the security deposit and the balance amount will have to be deposited by the contractor by demand draft in favor of Sr.AO -----
-within 07 days of issue of work order. Failing which the work order may liable to be cancelled and EMD shall be forfeited.

The security deposit of the contractor shall be retained by HPGCL for faithful execution of the contract. Security deposit shall be released only after completion of the entire period of the contract and after completion of 30 days of Guarantee/Warranty period, on the certificate of Engineer In charge /EIC for successful completion of Guarantee Warranty period and submission of requisite documents like last EPF/ESI return by the contractor.

No interest shall be paid on EMD/Security Deposit for the period it remains deposited with HPGCL. The Earnest Money Deposit (EMD) / Security Deposit shall be forfeited either in part or in full under the following circumstances:

- i) If the tenderer withdraws his tender at any stage during the currency of validity period.
- ii) If the Work Order (W.O.) has been issued but the contractor refuses to comply with it irrespective of the fact whether HPGCL sustains any loss on account of such default or not.
- iii) In the event of a breach of contract in any manner.
- iv) In case of evidence of cartel formation by the bidder(s).
- v) If the contractor fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the HPGCL to forfeit either in whole or in part, in its absolute discretion, the EMD/security deposit furnished by the contractor.
- vi) The forfeiture of EMD/security deposit shall be without prejudice to the right of HPGCL to recover any further amount or any liquidated and/or other damages as admissible under the law, under payments or over payments made to the contractor under this contract or any other contract as well as to take such administrative action against the contractor as blacklisting etc.

4) **PAYMENT TERMS**

- i. Govt. Fee such as Board of Radiation & Isotope Technology (BRIT) charges shall be paid against Performa 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 which will be uploaded on DCRTTP, HPGCL e-Lora portal.

SECURITY DEPOSIT:

10% amount of the bill shall be kept as security deposit. However, the EMD already deposited by the bidder shall be converted into the security deposit and the balance amount of Security Deposit shall be deducted from the running bill.

- b) The security deposit of the contractor shall be retained by HPGCL for faithful execution of the contract.
- c) Security deposit shall be released only after completion of the entire period of the contract and after completion of 30 days of Guarantee/Warranty period, on the certificate of Engineer In-charge /EIC for successful completion of Guarantee/Warranty period and submission of requisite documents like last EPF / ESI return by the contractor.
- d) No interest shall be paid on EMD / Security Deposit for the period it remains deposited with HPGCL.

5) **Mode of Payment**

Payment shall be released by the Sr. Accounts Officer/Accounts Officer, DCRTTP through RTGS/NEFT, in the account of the contractor. The Contractor will intimate the complete bank details viz. Name of Bank/Branch, Account Number, Type of Account, IFSC Code etc, to Sr. Accounts Officer/Accounts Officer.

6) **COMPLETION PERIOD**

The total completion period for the work of disposal of decayed radioactive source is 4 months from the date of issue of No Objection Certificate by BRIT/ AERB or its authorized agency.

7) **RISK AND COST**

In case the contractor fails to full fill the contractual obligation, the work shall be got done from some other agency at the risk and cost of the contractor. It shall be without prejudice to the right of HPGCL to recover any further amount or any liquidated and/or other damages.

8) **PENALTY FOR DELAY**

Time is the essence of the contract. 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 total contract value **per week** or part thereof subject to maximum of **10%** of the contract value.

Notes: - i) The percentage of penalty and time may vary according to necessity of the contract (particularly in overhauling contract).

ii) Contract value means basic value of contract exclusive of taxes and if charged separately.

9) **DOCUMENTATION**

The contractor shall submit following documents to Executive-in-Charge/EIC (XEN/CHP) before forwarding the bill of the contractor to the Accounts wing for pass and payment to avoid delay in payment of the contractor.

i) Contractor shall submit bill in duplicate to the Executive-in-Charge/EIC (XEN/CHP) along with the followings:

a) Bill for the work done, in duplicate. The bill should be on the contractor's bill book duly serially numbered and bearing date of issue, contractors EPF code, ESI code, service tax number, PAN and TIN. A photo copy of the EPF code, ESI code, service tax number, labour licence, copy of the passbook of escrow account, PAN & TIN shall be attached with the bill for reference and record.

b) Self attested copy of the deposit challan of EPF & ESI contribution, labour welfare fund deposited by the contractor for the labour engaged for the work duly validated with dossier of works and their account number in the appropriate prescribe perform.

c) Self attested copy of the attendance sheet, wages register and evidence of wage payment.

ii) The bill of the contractor along with annexure submitted by the contractor at i above, should be approved and verified by the officer in-charge for gross value as well as net payable value and accompanied with the certificate/documents mentioned at iii and iv below.

lii) 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 copy of the EPF challan, ESI challan etc. submitted by the contractor pertains to the labour deployed at site and none of the worker has been excluded there from. c) 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.

g) Certificate from Labour Welfare Officer / Factory Manager stating that contractor has complied with all labour laws and safety clearance certificate from safety officer. In case of non availability of Labour Welfare Officer/Safety Officer, from EIC.

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.

10) PERFORMANCE BANK GUARANTEE

Unless agreed otherwise, Contractor shall submit bank guarantee of the nationalized bank equivalent to 10% of the contract value in the prescribed Performa valid up to one month after completion of work. i.e. submission of NOC from AERB.

11) WARRANTY

Not applicable, however firm is bound to dispose the radioactive sources as per BRIT/ AERB guidelines and completion of job will be considered when firm provide source disposal certificate/ documents to HPGCL and upload the same on DCRTTP, HPGCL e-Lora portal.

12) FORCE MAJEURE

The delay in the completion of the work may be treated as force majeure to the contractor only if:-

a. The delay is resulted 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.

b. The contractor's request for extension of the delivery period along with all necessary evidence comes, before the expiry of the schedule date(s) of delivery.

13) IDLE LABOUR CHARGES

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

14) OVER RUN CHARGES

No over run charges shall be paid in the event of the completion period being extended for any reasons.

15) WATCH & WARD

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

16) FACILITIES TO BE ARRANGED BY CONTRACTOR

The contractor shall make his own arrangement for providing all facilities like lodging, boarding, furniture and transportation etc. for his supervisors/staff engaged by him for the measurement/ shifting/ transportation (to & fro) for the job.

17) 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.

18) 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 90% payment along with corresponding list of workers

The contractor shall make the payment of wages to its labour in their saving account linked with the ESCROW account only. Documentary evidence thereof shall be submitted along with the running bills.

19) 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.

20) SAFETY RULES

A 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.

21) 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.

22) LAWS GOVERNING CONTRACTS

All contracts shall be governed by the laws of India for the time being in force.

Irrespective of the place of delivery, place of performance or place of payment under a contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.

Jurisdiction of Courts- The courts of the place from where the acceptance of tender has been issued shall alone have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract.

23) SET OFF

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

24) 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. First Aid: First Aid facility as available in DCRTPP, Yamuna Nagar can be utilized by the firm in case of any emergency however any other medical facility and expenditure for employee of firm shall be in the scope of firm.

25) NEGOTIATION

Negotiation as per latest HPGCL purchase regulation policy.

26) PACKING:-

Packing and Handling of decayed radioactive sources is to be done as per AERB guidelines.

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.

27) MODE OF TRANSPORT:-

The normal mode of transport or shipment of radioactive sources from supplier's end shall be by Own Transport vehicle with GPS facility. No Local transporter allowed being radioactive source.

28) TRANSIT INSURANCE:

The material shall be insured against all risks and loss for its full delivered value up to the destination station. The insurance charges from dispatching station up to the destination station will be borne as per provision in the WO. The firm 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 firm shall report losses/damage to the HPGCL at the earliest possible of the receipt of the consignment at the site.

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

The firm 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 firm 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.

29) 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.

- 30)** 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. a)
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:-
- 31)** Undertaking mentioned at 2(a)(i), 2(a)(ii) & 2(a)(iii).
32) A CA Certificate regarding validity of GST registration will be submitted every six month during tenure of the contract.
33) 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 Govt. 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.
34) 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.
35) 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.
36) In case ARCs/AMCs having duration above one year, copies of GSTR 1, GSTR 2A and GSTR 3B along with copies of invoices raised to HPGCL, duly reconciled with three returns
37) 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.
38) 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.
39) Firm will undertake to immediately inform the HPGCL about any amendment in the GST certificate AND TO immediately submit the updated registration certificate.
40) Firm will submit the e invoice containing the invoice reference number (IRN) 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.
41) 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) of 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
- 42)** 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.
43) EMD and securities/Bank guarantees taken by HPGCL will be refunded only after payment of GST by firm which was charged from HPGCL.
44) 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.

Executive Engineer/CHP,
DCRTPP, HPGCL,
Yamunanagar

SCOPE OF WORK

Scope of Work under Disposal Contractor:

1. After receiving Work Order, the contractor should provide the execution plan for the disposal of 3 nos. of radioactive source (Cs-137-1 numbers and Cf-252-2 number). All the activities with respect to the plan should be done as per norms and guidelines of AERB.
2. In the Rate quoting sheet source Cs-137 = 1 job (i.e. 1 number decayed source that is to be disposed off).
3. In the Rate quoting sheet source Cf-252 = 1 job (i.e. 2 numbers decayed source that are to be disposed off).
4. All the activities with respect to the plan should be done as per norms and guidelines of AERB.
5. The contractor should obtain all the necessary approvals/NOCs/DO the intimations required while lifting, during transportation till completion of disposal job from AERB.
6. Status of each job should upload in the client (DCRTPP, HPGCL) e-Lora portal.
7. The contractor should obtain all the necessary documents from the BRIT for the disposal at BRIT.
8. Packaging, labeling, safe transportation of the radioactive source from DCRTPP, HPGCL, Yamuna Naga to BRIT/Authorized Agency and handover of the radioactive source to BRIT/Authorized agency as per AERB guidelines is in the scope of contract.
9. Extraction of sources from Coal Analyzer (nucleonic Gauge), Source Leak Test, Wipe Test, Contamination Test, Packaging of the radioactive sources must be done under the close supervision of contractor's Radiation Safety Officer (RSO) according to instructions from the competent authority .All activities such as inspection, proper packaging, transportation (with adherence to legal and statutory requirements such as GPS enabled vehicle etc.), and handing over to the radioactive waste management facility must be supervised and controlled.
10. Contractor will confirm that the vehicle carrying the decayed source for disposal is GPS enabled and its tracking is shared in real time with BRIT/AERB/HPGCL.
11. Packaging, labeling, safe transportation of the radioactive source from DCRTPP, HPGCL to BRIT and handover of the radioactive source to BRIT as per AERB guidelines are in the scope of contract .The Status of each job should be upload in the HPGCL e-Lora portal.
12. Transport/ container shielding (Lead container along with wooden box) etc. required as per the statutory norms shall be supplied by the contractor. The contractor will share the Test Certificate and MOC of container along with dimensional drawing to HPGCL. The design of lead shield container shall be as per BRIT/AERB guidelines.
13. The contractor should depute competent person for safe handling of the job at the site including source inspection, leakage test of source, packaging, loading and coordinating till disposal.
14. The deputed person should be RSO approved by AERB.
15. Supply of all necessary PPEs to the technician for handling the source while packaging and during emergency situation in the transportation is under the scope of contract.
16. Handling of emergency situation during the transportation is also under the scope of contract.
17. Obtaining disposal certificate from the BRIT and uploading of disposal certificate in the e-Lora portal, obtaining of final clearance from AERB is also part of the contract.
18. All the invoices against the work order including statutory wages to the BRIT should be furnished by the contractor prior to submission of final bill.

19. The inspection/site visit or any such formalities related to our radioactive sources by authorized personnel from statutory authorities prior to disposal shall be your responsibility.
20. Final payment will be made after completion of AERB documentation.
21. Loss to plant during execution: Any damage or loss caused to plant equipment etc. During execution of the contract will be made good by the contractor.
22. Contractor will make own arrangement for providing accommodation to their employees. However, on written request of the firm, various category houses in DORTPP colony can be allotted to the firm, subject to the availability. Non availability of any type of houses will not confer upon any right of the firm. The houses allotted to the firm will be on chargeable basis as per the house rent fixed by DCRTTPP authorities from time to time and same will be recovered from the monthly bill of the firm.
23. The contractor shall make his own arrangement for all tools & tackles, skilled and unskilled labour etc. required for the execution of contract. The work shall be subject to inspection at all time by the Engineer-in -Charge or his authorized representatives. The contractor shall have to carry out the work to the entire satisfaction of the Engineer-in -Charge.

Scope of work under DCRTTPP, HPGCL:

1. DCRTTPP, HPGCL will arrange for loading of the source package to transportation vehicle arranged by the contractor.
2. Gate pass to release from DCRTTPP, HPGCL Main Gate will be arranged by DCRTTPP, HPGCL.
3. Transport/container shielding (Lead container along with wooden box) which was received while procurement with the radioactive source can be used for disposal.
4. DCRTTPP, HPGCL will provide documents that were obtained during procurement of radioactive source for obtaining necessary approvals/NOCs from AERB through DCRTTPP, HPGCL e-Lora portal.

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 of Delay(applicable)
iii. GST(specify %age against each item)	iv. G/W certificate (Not applicable)
v. Pre-dispatched Inspection(Not-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.	

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

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. Mainlines 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. PSU 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 the 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 requirement of the tender subject to fulfilment to 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 to conditions as per eligibility.	

B. Concessions/ benefits to Medium Enterprises:-

Sr. No.	Area as part of requirements	Concessions benefits allowed to MSEs	Eligibility
1	Past Performance & Experience	Exemption on requirements of Past Performance & Experience as per 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 negligible 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
here by 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) asunder:-
 - 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 Enter preneurs Memorandum by the Industry Department Haryana as per details at para 1above.
3. That my/our above mentioned manufacturing Micro/Small Enterprises fulfills either or both of the below mentioned eligibility criteria:-
 - i. That my/our above mentioned enterprise has been issued quality certification of ISI Mark/ ISO/Ag. Mark/any other quality mark _____ (please tick either of the option) by _____ (name of GOI/ State Govt. Agency/ Institution Authorized by GOI/State Govt.) on _____ and the same is valid from _____ to _____ in respect of item/good (give name of item/good) _____ mentioned in the tender (Self Certified Copy of the relevant certificate is attached as **Annexure A'** with this affidavit).
 - ii. That my/our above mentioned enterprises has been registered with DGS&D, GOI/NSIC/ Govt. of India Departments /State Govt. Department/ Govt. of India Public Sector Undertaking (PSUs) or State Government Public Sector Undertakings (PSUs) (Please tick one of the option as above) in respect of Name of item/goods/work/services _____ (Name) as mentioned in the tender for the corresponding period of time of this tender. A self Certified Copy of the same attached as Annexure 'B' with this affidavit.
4. That in case the purchase order of the quoted item is issued to me/us, it will not be outsourced or subcontracted to any other firm and the entire manufacturing of the order item shall be done In-house by our Enterprises based in Haryana (address mentioned as at Sr. No.1) Further, the billing will be done from Haryana.

Dated:

DEPONENT

VERIFICATION:

Verified that the contents of para no.1 to4 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
here by 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 sub contracted 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. The at 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 therein.

Dated:

DEPONENT

Government of Haryana
Department of Industries & Commerce

ORDER

G.O.No2/2/2016/-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 pricing 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 item 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. 1/48/2016-4fdiii/27758 of dated 03.10.2016.

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

Dated: 19.10.2016

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