


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

 HPGCL An ISO:9001, ISO: 1400and OHSAS : 18001 certified company	PANIPAT THERMAL POWER STATION A Unit of Haryana Power Generation Corporation Ltd. (Corporate identity Number : U45207HR1997SGC033517) Assandh Road, Panipat - 132105 e-mail: xenproc2.ptpsl@hpgcl.org.in Website:-www.hpgcl.gov.in, CST No.: 3170, TIN No.: 06572603170
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ONLINE NOTICE INVITING TENDER

TENDER ENQUIRY NO.	PTP/POM – 200799
DESCRIPTION OF ITEM	PURCHASE OF HI-CHROME LINERS FOR COAL MILL (MODEL:BBD 4772) FOR 250MW UNIT-7 & 8 and COAL MILL (MODEL:BBD 4760) FOR 210MW UNIT-6, PTPS, PANIPAT
QUANTITY	04 SET (02 SET FOR MODEL:BBD 4772 and 02 SET FOR MODEL:BBD 4760)
START DATE AND TIME OF TENDER UPLOADING	10.10.2024 AT 17.00 HRS
LAST DATE FOR SUBMISSION OF TENDER	06.11.2024 AT 13:00 HRS
TECHNICAL OPENING (PART-I)	09.11.2024 AT 13:00 HRS
TENDER FEE (NON –REFUNDABLE)	RS.1180/- (Exemption allowed only to Haryana Based Small & Micro firms, See Annexure-E for details)
E-SERVICE FEES (NON –REFUNDABLE)	RS.1180/-
EARNEST MONEY	RS. 10,00,000/-
GENERAL TERMS & CONDITIONS	AS PER ANNEXURE- A
DELIVERY SCHEDULE	AS PER ANNEXURE-B
DETAILS OF MATERIAL	AS PER ANNEXURE-C/I
BREAKUP DETAIL OF MATERIAL	AS PER ANNEXURE-C/II
TECHNICAL SPECIFICATION/CHEMICAL AND METALLURGICAL PROPERTY OF MATERIAL	AS PER ANNEXURE-C/III
GUARANTEE / WARRANTY CLAUSE	AS PER ANNEXURE-C-IV
TEST AND INSPECTION TO BE PERFORMED ON MATERIAL	AS PER ANNEXURE-C-V
SERVICES FROM SUPPLIER	AS PER ANNEXURE-C-VI
STATEMENTS OF BIDDERS	AS PER ANNEXURE-D
BENEFITS / CONCESSIONS TO THE HARYANA BASED MICRO, SMALL AND MEDIUM INDUSTRIAL ENTERPRISES	AS PER ANNEXURE-E
INSTRUCTIONS TO THE BIDDER FOR E-TENDER	AS PER ANNEXURE- F

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

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

(a) The bidder to be OEM/ OES of Ball & Tube Coal Mills Installed at PTPS Panipat
OR

- i. The bidder should be manufacturer of Hi chrome Liners of Ball & Tube type Coal Mills of size BBD 4760 or above and have successfully executed purchase orders for supplying same/similar item in HPGCL/NTPC/ any State Electricity Board/any Public Sector Undertaking / any Corporation/Central Govt./ State Government/Semi Govt. or in any Thermal Power Plant (capacity 110 MW & above) during last 7 years ending last day of the month previous to the month in which applications are invited along with copy of satisfactory performance certificate / repeat order from the same organization. The experience of execution of purchase order should be as under:-

- Single order of value not less than **Rs. 6.09 crore**
Or
- Two orders of value not less than **Rs 3.80 crore each.**
Or
- Three orders of value not less than **Rs. 3.045 crore each.**

(b) Bidders to certify having own Heat Treatment Facility & Testing Facilities or the same to be carried out at any Govt. approved test house.

- (c) The bidder should certify that it has not been blacklisted by any organization presently. However in case such certification is found wrong at a later stage, then it will be construed as misrepresentation of facts and the bidder shall be liable for blacklisting and other penal actions.
- (d) The bidder's average annual turnover shall not less than **Rs. 15.22 Crore** in last three consecutive years ended prior to the financial year in which the applications are invited i.e., 2021-22, 2022-23 & 2023-24.
- (e) Bidder has to supply valid GST registration certificate, as on date, of place of supply.
- (f) Bidder will have to submit following undertaking on its letter head:
 - (i) That GST Registration Certificate of place of supply i.e.,.....is valid as on date.
 - (ii) That no default has ever been made by bidder in filing the various GST returns and deposit of GST dues with the department.
 - (iii) That Bidder is having multiple registrations under GST i.e.,and no default has ever been made by bidder in filing the various GST returns and deposit of GST dues with the department for above GST Numbers. If a default is found at a later stage under a GST number even if the GST number pertains to some other state, then it will be construed as misrepresentation of facts and will make the vendor ineligible to participate in tender

Note: - The firm should fill tender as per annexure-A of General Terms & Conditions and submit authentic supporting documents for proving its credential. Original documents may be asked for verification at the time of finalizing the tender. A certificate to the effect that the tenderer is not black listed from any Public Sector undertakings of Central Govt./State Govt./SEBs/Corporations/any other reputed thermal plant. Decision of the HPGCL regarding fulfillment of pre qualification requirement shall be final and binding upon the bidders.

2. Application for bidding, conditions of the contract and other information can be had from the office of XEN/P-II (xenproc2.ptps@hpgcl.org.in) on any working day prior to last date of submission of tenders. The payment of Tender Document Fee and eService Fee can be made online directly through Debit Cards & Internet Banking Accounts. The payment of Earnest Money can be made by eligible bidders/contractors online directly through RTGS/NEFT.
3. Disqualification of the Bidder:-
 - i) Even though the bidders meet the above Qualifying Criteria they are subject to be disqualified, if they have made misleading or false representations in the forms, statements and attachments submitted in the proof of the qualification requirements.
 - ii) The Bidders shall supply partnership deed in case of partnership firm / Memorandum of Association and Article of Association in case of a company.
 - iii) Notwithstanding anything stated above Haryana Power Generation Corporation Ltd. reserves the right to assess the tenderer's capacity to perform the contract should the circumstances warrant such assessment in the overall interest of the Haryana Power Generation Corporation Ltd. In this regard the decision of corporation will be final.
4. Before submitting tenders the instructions may be read carefully regarding submission of tender. If any bidder finds discrepancies or omissions in the tender documents or is in doubt as to the true meaning of any part, he shall clarify same from tender issuing office in writing before the due date of submission of the bid.
5. **Unless exempted specifically, tenders not accompanied with the prescribed EMD/Cost of Tender shall be rejected. EMD/Cost of Tender shall be in the prescribed mode of payment as asked in the NIT; otherwise, the tender shall be liable to be rejected.**

Note:

 - (i) **EMD is exempted only for the bidders as per instructions/guidelines contained overleaf as well as at Sr. No.8 of Annexure-A (General T&Cs).**
 - (ii) **Tender documents fee @ Rs. 1180/- is exempted only for Haryana based Micro & Small firms as per guidelines mentioned in Annexure-E. Without online submission of EMD & tender documents fee (except for eligible bidders as per point (i) & (ii) above, the tender shall be rejected).**
6. Tenders through Fax / E-mail / telegraphic tenders shall not be considered. Incomplete, obscure or irregular tender is liable for rejection. If the tenderer deliberately gives wrong information in his tender, HPGCL reserves the right to reject such tender at any stage.
7. **The validity of the tender/offer shall be for 120 days from the date of opening of the price bid.**
8. The tender documents can also be seen on HPGCL Website i.e. www.hpgcl.org.in
9. The tenderer will quote their rates strictly as per details of materials specifications.

10. Negotiation Policy will be followed as per Haryana Govt. negotiation policy amended time to time.
11. Rates shall be quoted by the tenderer, item wise with price breakup on FOR destination basis. No deviation in terms shall be allowed. However, if not provided separately, then loading of Packing & Forwarding, Freight and Transit Insurance shall be done, for comparison purposes, as under:
 - a) Packing & Forwarding: @ 0.5% of basic rate.
 - b) Freight: @ 4.0% of basic rate or the railway freight on the basis of published goods tariff of Indian Railways or freight on the basis of publication/certification of some approved transporter in case of any other mode of transport declared in the NIT, whichever is higher.
 - c) Transit Insurance: @0.25% of basic rate.
 - d) Loading on account of deviation in payment terms shall be made @ 0.5% per week or part thereof at the time of preparation of comparative statement.
12. Purchase preference of the tendered quantities may be allowed as per policy of the State Government to the Industrial Units located in Haryana on the lowest valid rates if tenderer so claim with requisite documentary evidence.
13. The bidders / Suppliers shall observe the highest standards of ethics during the submission of tender, procurement and execution of the contract. In case of evidence of cartel formation by the bidder(s) EMD is liable to be forfeited.
14. The bidder shall bear all costs including bank charges, if any, associated with the preparation and submission of his bid and the purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
15. Any statutory taxes/duties/other levies, if to be charged extra should be clearly indicated by tenderer in their offer separately, failing which it will be presumed that their quoted prices are inclusive of all such statutory taxes/ duties/other levies.
16. No deviation from the terms & conditions of tender shall be accepted. Once bidder submits the tender online, it is presumed that all the terms & conditions are accepted including payment terms.
17. Opening of Tender:-

The tenders will be opened in the office of XEN/Proc.-II, PTPS, HPGCL, Panipat in the Presence of authorized representative of the tenderers, if they so desire, at the time and date set for opening of tenders or in case any extension was given thereto on the extended tender opening date and time. Tenderer's authorized representatives (up to two persons) may attend the opening.

 - a) The Price Bid (Part-II of the tender) shall be opened after Part-I of the tenders have been scrutinized and evaluated. The tenderers whose Part I have been approved, will be allowed to participate in opening of Price Bid (Part-II). The due date and time for opening of Price Bid (Part-II) shall be informed later on.
 - b) Earnest Money: - The Tenderer shall deposit requisite Earnest Money along with the tender to ensure that the tenderer takes up the contract in right earnest. An EMD amounting to **Rs. 10,00,000/-** is applicable.
 - i) The EMD of the successful tenderer will be adjusted against security deposit in the event of placement of order. EMD of unsuccessful tenderer will be refunded on finalization of contract.
 - ii) No interest shall be payable on Earnest Money Deposit.
 - iii) HPGCL reserves the right to forfeit Earnest Money Deposit or part thereof in circumstances which may indicate that the contractor is not earnest in executing the contract. EMD shall also be forfeited in case the bidder does not come forward for execution of the contract agreements and submission of balance security deposit.
 - iv) If the tenderer withdraws his tender at any stage during the currency of his validity period, the earnest money shall be forfeited in full in such cases.

18. Purchaser reserves the right to cancel the NIT or to change qualifying requirement or to reject any or all the tenders so received without assigning any reason.

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

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

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

The Bidders shall have to pay for the Tender documents, EMD Fees & eService Fee online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between contractors and online payment authorization networks. The Payment for Tender Document Fee and eService Fee can be made by eligible bidders/ contractors online directly through **Debit Cards & Internet Banking Accounts** and the Payment for **EMD** can be made online directly through **RTGS / NEFT**.

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

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

The following are exempted from depositing the earnest money:-

- i) Public Sector Undertakings of the Central/ Haryana State Government.
- ii) Firms borne on D.G.S. & D/DS&D Haryana rate contracts.
- ii) Firms registered with the Director of Industries, Haryana or registered with National Small Industries Corporation, Govt. of India.
- iv) Firms borne on the HPGCL's approved list of suppliers which may have made a permanent earnest money deposit of Rs.10.00 Lakh at the respective Project/office of HPGCL, if they quote the Registration number given by the respective project/office of HPGCL in their tender papers.

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

Key Dates

Sr. No.	Department Stage	Tenderer's Stage	Start date and time	Expiry date and time
1	Tender Authorization & Publishing	-----	10.10 .2024 17:00 Hours	06.11.2024 13:00 Hours
2	-----	Downloading of Tender Documents & Bid Preparation & Bid submission	10.10.2024 17:00 Hours	06.11.2024 13:00 Hours
3	-----	Last date of submission of EMD online		
4	Technical Opening (Part-I)	-----	09.11.2024 13:00 Hours	---

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 dispatched or the person specified in the purchase order.
- k) 'Contract' shall mean the Notice Inviting the Tender, Tender Form, and conditions of contract with their annexure and Purchase Order / Acceptance of offer / tender/LOI/LOA.
- l) 'Purchasing Authority' shall mean the officer signing the acceptance of tender and shall include any officer who has authority to execute the relevant contract on behalf of the Purchaser.
- m) 'Purchase Order' shall mean an order of supply of material including the acceptance of the tender.
- n) 'Annexure' shall mean the Annexure to the terms & conditions.
- o) 'Test' shall mean such test as is prescribed by the ISI or by the HPGCL and / or considered necessary by the authorized agent of the Purchaser whether conducted / performed or made by him or any other agency acting under his direction.
- p) 'Delivery' shall be deemed to take place on delivery of material in accordance with terms of the Contract after test and inspection by the Purchaser or his authorized agent, to the consignee. If the rates are ex-works, date of dispatch/Goods Receipt (GR) and in case the rates are FOR destination, date of receipt of material in store in good conditions shall be treated as date of delivery.
- q) 'Inspecting Agency' means the agencies nominated and authorized by the competent authority for inspecting the material at the works of the supplier or at the designated place of inspection prescribed by the purchasing authority.
- r) 'Inspecting Officer' means, officer of the Corporation appointed by the Chief Engineer or the purchasing authority for inspection.
- s) 'Contract Value' shall mean the bare value of the goods 'ex-works price' without taking into account taxes, duties or any other incidental charges where the price is ex-works. But where the prices given in the PO are on FOR destination basis inclusive or exclusive of GST etc., the 'Contract value' would mean FOR destination prices, given in the PO inclusive of GST other statutory levies etc. as the case may be.
- 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 PO is placed.

Purchaser : Haryana Power Generation Corporation Ltd., Urja Bhawan, Sector-6, Panchkula.

For all purposes of the contract, including the arbitration there under address of the Supplier mentioned above, shall be entertained, unless the Supplier has notified a change of address by separate letter containing no other communication and sent by a Regd. Post (acknowledgment due) to the Purchaser. The Supplier shall be solely responsible for the consequences of an omission to notify the change of address in the manner aforesaid.

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

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

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

- i) Risk of Material: - The Supplier shall execute the Contract in all respect in accordance with these terms & conditions. The materials and every constituent part thereof, whether in possession or control of the Supplier, his agents or servants or in joint possession of the Supplier, his agent, Servants and the Purchaser, shall remain in every respects at the risk of the Supplier and Supplier shall be responsible for all loss, destruction, damage or deterioration of or to the material from any cause whatsoever while the material after test and inspection is awaiting dispatch or delivery or in course of transit from the Supplier to the consignee. The Supplier shall be entitled and responsible to make claims against the Railway Administration or other carrier in respect of non-delivery, short delivery, miss-delivery, loss, destruction, damage or deterioration of the material entrusted to such carrier by the Supplier for transmission to the Consignee.
- ii) Consignee's right of rejection: Notwithstanding any approval which the Purchaser may have given in respect of the material, it shall be lawful for the consignee to reject the material or any part thereof of on behalf of purchaser within reasonable time after actual delivery thereof to him at the place or destination specified in the Schedule. If the material or any part or portion thereof is not in all respect in conformity with the terms and conditions of the contract, whether on account of loss, deterioration or damage before dispatch or during transit or otherwise howsoever.

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

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

5) **VALIDITY: The quoted rates shall remain valid for a period of 120 days from the date of opening of price bid (Part-II).**

6) **PRICES:**

(i) **The prices shall remain FIRM for the entire contract of the ordered material, subject to no variation in any circumstances** Item wise prices with price breakup (i.e. cost price, freight, taxes and duties separately) shall be quoted by the bidders on FOR destination basis and shall remain FIRM during the currency of contract unless otherwise agree. No deviation in terms should be allowed. However if not provided separately, then loading of Packing & Forwarding, Freight and Insurance shall be done, for comparison purpose, as under:

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

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

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

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

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

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

(iv) **Foreign Exchange variation:**

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

7) **TOWN DUTY / OCTROI / TERMINAL TAX / LOCAL TAXES & DUTIES:**

Normally material to be supplied to HPGCL against contracts are exempted from the levy of town duty, terminal tax and other local taxes and duties imposed by Municipals and other local bodies. The Municipal / local body regulations at time, however, provide for such exemption only on production of an exemption certificate from an authorized officer. In such cases it will be the duty of the firm / Supplier to obtain such certificate. The HPGCL shall not be responsible to re-imburse these charges if paid by the firm / Supplier when they are not leviable unless otherwise allowed by the purchaser in writing.

8) **TECHNICAL PARTICULARS**

Material as per the specifications given in **Annexure "C-I, C-II, C-II/2 & C-III"** is required. Deviation in specifications will not be acceptable. It would therefore be in the interest of bidder to study the specifications, drawings etc. in the tender schedules before quoting

9) **EARNEST MONEY AND SECURITY DEPOSIT**

Every bidder, while submitting his tender, shall be required to give the earnest money deposit specified in the e-NIT of **RS. 3,66,400/- EMD through online mode at e-portal only shall be accepted.**

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

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

The following are exempted from depositing the earnest money:-

- i) Public Sector Undertakings of the Central/ Haryana State Government.
- ii) Firms borne on D.G.S. & D/DS&D Haryana rate contracts.
- iii) Firms registered with the Director of Industries, Haryana or registered with National Small Industries Corporation, Govt. of India. Haryana based Micro & Small firms, please refer Annexure-E of the NIT for details.
- iv) Firms which may have made a permanent earnest money deposit of **Rs.10.0 Lakh** at the respective project/office of HPGCL.
- iv) **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 (Refer Annexure E-I,E-II & E-III)**

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

- i) If the tenderer withdraws his tender at any stage during the currency of his validity period.
- ii) If the P.O/ARC has been issued but the supplier refuses to comply with it, the EMD deposited by him shall be forfeited in full, irrespective of whether the HPGCL sustains any loss on account of his default or not. This forfeiture shall be without prejudice to the right of HPGCL to claim any other damages as admissible under law as well as to take such administrative action against the supplier as blacklisting etc.
- iii) Where the purchase order has been complied with but the supplier stops making the supplies after partially fulfilling the purchase order, the security deposit shall be retained and adjusted against any loss that may be

caused to HPGCL through risk purchase from alternative source and/or any other damage recoverable from the supplier under the terms of contract.

- iv) In the event of breach of a contract in any manner, the security deposit shall be forfeited and adjusted against the claim of HPGCL on the supplier for any damages or for any loss sustained by HPGCL on account of such breach.
- v) In the case of evidence of cartel formation by the bidder(s)

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

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

- 10) **Security Deposit:** -Supplier shall deposit security equal to 2% of the value of order on receipt of the indent/purchase order for its faithful execution. The earnest money, if any, shall be adjusted towards security deposit. In case of default or non-fulfillment of terms & conditions of the purchase order, the security deposit will be forfeited by the HPGCL. The security deposit shall be retained by the purchaser for the entire period of contract including warranty period. No claim shall be made against the purchaser either in respect of interest, if any, due on the security deposit / earnest money or its depreciation in value.

11) **DOCUMENTATION:**

The supplier shall submit a set of documents as detailed below well in time to the following offices for processing his bill for pass and payment.

A) **Concerned Executive Engineer (Purchaser copy)-**

- a) Acceptance of PO
- b) Readiness of material/ inspection call
- c) Copy of invoice/a unique Invoice No. suffix with PTPS with HSN code of each Item and their respective GST rate
- d) Copy of RR/GR
- e) Advance intimation of dispatch
- f) Test Certificates g) Copy of GSTR-1 & GSTR-3B

B) **Concerned Sr. A.O. (Accounts copy)**

- a) Copy of invoice/a unique Invoice No. suffix with PTPS in triplicate
- b) GST Certificate
- c) Proof of Transit Insurance charges
- d) Guaranty/ Warranty Certificate
- e) Interchangeability Certificate
- f) Copy of inspection report
- g) D.D on account of security deposit
- h) Performance Bank Guaranty.
- i) Copy of R.R./G.R. j) Copy of GSTR-1 & GSTR-3B
- k) Copy of R.R./G.R. l) Copy of GSTR-1 & GSTR-3B

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

- a) Copy of invoice/a unique Invoice No. suffix with PTPS
- b) Copy of Inspection Report
- c) Dispatch particulars
- d) Copy of RR/GR.

D) **Appropriate branch of State Bank of India, if document are to be negotiated through Bank**

- a) Copy of invoice/a unique Invoice No. suffix with PTPS
- b) Original RR/ GR.

Note:- If the documents shown above are not sent to the appropriate office within due period then bank document will not be retired and the responsibility for demurrage/ wharf age or auction of material will be on the supplier's account. No interest, what so ever on any account shall be paid by HPGCL. Bank Charges if any shall be borne by the supplier.

12) **PACKING:**

The supplier should 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 and name of buyer in bold letters & must contain copies of challans/packing slips inside.

13) **MODE OF TRANSPORT**

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

- 14) **TRANSIT INSURANCE: (A)** The material shall be insured against all risks and loss for its full delivered value up to the destination station. The insurance charges from dispatching station up to the destination station will be borne as per provision in the PO. The Supplier shall produce insurance cover and also a stamped acknowledgement receipt of the insurance company for the premium paid by them in support of their claim, if any. The consignee shall report losses damage to the Supplier at the earliest possible of the receipt of the consignment at the site.

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

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

The Supplier shall be responsible for all loss, destruction, damage, deterioration of the material from any causes whatsoever while the material after approval by the inspector are awaiting a dispatch or delivery or are in the course of transit from the Supplier to the consignee. If insurance is in the scope of consignee, the firm will intimate to consignee advance about dispatch of material otherwise all the losses, if any will be in the account of supplier.

(B) In case the insurance is to be arranged by the consignee, supplier shall intimate through email /telephone/ fax to the consignee about the dispatch of material

(C) In case of supply of material against documents through bank, no material shall be accepted without proper transit insurance

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

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

10% PBG, valid for G/W period (i.e. 30000 running hours or 5 years from the date of installation whichever is earlier) should be in favor of Sr.A.O, PTPS, HPGCL Panipat. All bank charges shall be borne by supplier. Part payment & part supply there of shall be applicable.

- 16) **GUARANTEE/WARRANTY: As per annexure-C-IV**
- 17) **PERFORMANCE BANK GUARANTEE:**-Supplier shall submit bank guarantee of the Nationalized Bank equivalent to 10% of the order value in the prescribed Performa valid up to **30000 running hours or 5 years from the date of installation whichever is earlier**. All bank charges shall be borne by the supplier.
- 18) **MODE OF PAYMENT:**-Payment shall be released by the Sr. Accounts Officer, PTPS, Panipat by account payee cheque payable at Panipat/ RTGS/NEFT. For payment through RTGS/NEFT, the supplier will provide complete bank details viz. Name of Bank/Branch, Account Number, Type of Account, IFSC Code etc. to Sr. Accounts Officer, PTPS, Panipat
- 19) **FORCE MAJEURE:**
- 19.1 Supplier shall not be liable for loss or damage due to delay in manufacturing or delivery of the material / equipment on order as may result from any causes beyond arising out of compliance with regulations, orders or instructions of the Central or State Governments, acts of God, acts of civil & military authority, fires, floods, strikes, lock-outs, freight embargo, war-risk, riot and civil commotion.
- 19.2 Whenever the supplier is not in a position to supply the material within the delivery period and he wants extension in the due date (s) of delivery under this clause, he will request for such extension of the delivery period along with all necessary evidence, before the expiry of the schedule date(s) of delivery. In no case, the delivery period shall be extended under this clause, if the request is received after the due date of delivery has expired. Extension in the delivery period may be granted only for the period for which delay in the completion of the supply is proved by the supplier for the circumstances mentioned in this clause.
- 19.3 In all such cases, HPGCL shall have the option to accept any portion of the balance material and cancel the order for the rest, provided that if any material had been manufactured exclusively for the purchaser under this contract, prior to the commencement of the force majeure circumstance, it shall be accepted by the purchaser, and that secondly, the cancellation will be without any liability of HPGCL for damages on the part of the supplier.
- 19.4 Non availability of raw material or any other similar cause shall not be considered as a force majeure circumstance.
- 19.5 The decision of HPGCL in all matters under this clause shall be final and binding on the supplier.
- 20) **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.
- 21) **INTIMATION OF PLACE AND DATE OF COMMENCEMENT OF MANUFACTURE:** The Supplier shall intimate to the purchaser or his duly authorized agent, the place and probable date on which the manufacture of material is likely to commence to enable the purchaser or his agent to make arrangement for inspection during manufacture and witnessing the tests.
- 22) **TESTS AND INSPECTION:**
- (i) Tests and inspection shall be strictly carried out as per ANNEXURE- C-V.**
- (ii) The inspection and tests 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 P.O. For this purpose, the supplier shall be required to give at least advance fifteen 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. **An advance notice of 15-days along with test certificates shall be required to be given by the supplier to purchaser for deputing the inspecting officer.** HPGCL has the right to get the pre-dispatch inspection done from third party along with HPGCL representative. Third party inspection charges in such cases shall be borne by the supplier.
- Provided that the inspection and /or tests may be waived off, in special circumstances, and the supplier shall be authorized by the purchaser, in writing, to send the consignment or consignments without the inspection. In such cases the supplier will attach a copy of the inspection waiver letter with Railway Receipt/ GR and other requisite documents as per P.O. Such material will however, be subject to inspection at the consignee's store and defects, if noticed any, shall be intimated within one week to the supplier for rectification or replacement of defective material as required, under intimation to the Purchase Department.
- (iii) The material inspected by the Inspecting Officer of the Corporation at the suppliers' end shall be duly marked with a clearly distinguishable identification mark so as to ensure that the inspected material has actually been dispatched by the supplier. Even so, if the material received is found to be defective/ deficient at the consignee's end, the fact shall be brought to the notice of the supplier forthwith and the defect got rectified or the material got replaced as may be necessary.
- (iv) It may be necessary in certain cases to prescribe the submission of test certificates issued by the supplier's own laboratories or any other agency specifically mentioned in the Purchase Order. In such cases, the purchasing authority shall further ensure that the prescribed certificate has been received and duly accepted by it, before settling the supplier's claims.
- (v) The inspection call received after expiry of delivery period may not be entertained.
- (vi) In case, the supplier is not having its own testing facility and any agency has not been specifically mentioned in the PO, then the supplier will submit the test certificates issued from any Govt. approved laboratory. Testing charges in such cases shall be borne by the supplier.
- (vii) 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.
- (viii) 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.

(ix) Supplier shall dispatch the material with copy of inspection report and manufacturer test certificate, immediately after inspection but not later than 10 (ten) days failing which the delay shall be on the part of supplier for the purpose of levying Liquidated Damages (L.D). In case of waiver of inspection, supplier shall dispatch the material within 10 days of receipt of waiver letter or 15 days of dispatch of waiver letter whichever is earlier.

(x) HPGCL reserves the right to get the material inspected from any third party. The expenditure of third party will be borne by HPGCL.

(xi) **TESTS AT MAKER'S WORKS:** All plant / material and equipment shall be designed, manufactured, supplied and tested in accordance with the provision in PO. Where no appropriate standard is available, tests shall be carried out in accordance with maker's standard practice with the prior approval of the purchaser. Copies of the English translation of the standard adopted shall be supplied. The manufacturer shall provide and forward to the purchaser, test certificates as per annexure – C/I, C/II, C/III, C-IV & C-V in triplicate having sufficient information on each certificate to identify the material / equipment to which it refers.

(xii) **SPECIAL TESTS:** If any special test, other than those provided in contract and the relevant specifications, is required by the Purchaser that shall be borne by the supplier.

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

(xiv) **Test Certificate:** - The supplier shall submit the test certificates along with inspection call for the tests carried out at the manufacturer premises confirming to relevant ISS. Firm will submit test certificate to the inspecting officer at the time of pre-dispatch inspection. Test certificates should be either firm's own lab or from Govt. approved lab.

23) **ARBITRATION: -**

All matters, questions, disputes, differences and / or claims arising out of and / or concerning, and /or in connection with, and /or in consequence of, and /or relating to the contract whether or not obligations of either of both the Supplier and the Corporation under that contract be subsisting at the time of such dispute and whether or not the contract has been terminated or purported to be terminated or completed, shall be referred to the sole arbitration of MD, HPGCL or an officer appointed by the MD, HPGCL as his nominee. The award of the Arbitrator shall be final and binding on both the parties to the contract.

The objection that the Arbitrator has to deal with the matters, to which the contract relates, in the course of his duties or he has expressed his views on any or all of the matters in dispute or difference, shall not be considered as valid objection.

The arbitrator may, from time to time, with the consent of the parties to the contract enlarge the time for making the award. The venue of the arbitration shall be the place from which the acceptance of offer is issued or such other place as the Arbitrator, in his discretion, may determine.

All arbitration proceedings under this regulation shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 and the Rule there under, with any statutory modification thereof for the time being in force.

24) **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/offer has been issued.

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

25) **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.

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

On completion of the supplies by the firm from whom risk purchase is effected, a full account, including loss incurred on risk purchase, liquidated and/or other damages claimable under the contract, shall be payable by the supplier against whom the risk purchase is effected demanding legally that he shall make good the amount within a reasonable period. Failing payment of the same by the supplier, the amount of claim shall be recovered from his outstanding dues and/or security deposits against the relevant contract or any other contract in operation, and for the balance, due process of law shall be initiated.

26) **INTERCHANGEABILITY:-**

Supplier shall furnish interchangeability certificate, that all the spares are identical in construction, interchangeable and suitable to the equipment installed at site.

27) **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 HPGCL 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.

28) **PATENT RIGHT:-**

The supplier shall indemnify the HPGCL and/or the purchasing authority 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.

29) PRESERVATION PROCEDURE:

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

30) SUBLETTING AND ASSIGNMENT:-

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

Note:-1. Unless agreed otherwise the above terms and conditions of the contract will form the part of the purchase order after finalizing the procurement proposal. The word tenderer where ever used above shall be read as supplier. Above T&C are equally applicable in case of limited enquiry as well. The non applicability / modification in the aforesaid clauses if agreed shall be mentioned / attached in / with the purchase order specifically.

2. Purchasing authority shall put dated initials on each pages of the purchase order including the above terms and conditions printed on both side of the paper.
3. Any other term not defined in instructions to the bidder or above terms and conditions should be interpreted as defined in HPGCL Purchase Regulation.
4. The term "Bid" and "tender" and their derivatives ("Bidder / Tenderer" "Bidding / Tendering") are synonymous. Singular also means plural.

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

32) Delivery Period and Damage for delay:

- (i) The date of delivery of material as specified in the purchase order shall be the essence of the contract between the supplier and the Corporation, and the delivery of each consignment must be made as per delivery schedule.
- (ii) **Delivery period shall be strictly as per Annexure-B**
- (iii) No supplies/ consignments received after the date on which they were actually due according to the terms of the purchase order, shall be accepted by the consignee, except with the written approval of the purchasing authority. Even in case of acceptance of delayed supply the supplier shall be liable to pay @ 0.5% per week or part thereof of the delay of the value of the goods so delayed where the part supply is acceptable and of the PO value where part supply is not acceptable, subject to a maximum of 5% of the total value of the delayed / undelivered supplies.
- (iv) In case the delivery schedule provides lot wise delivery of material, lot wise penalty shall be imposed
- (v) The material dispatched by a supplier after the expiry of the delivery period will not be accepted by the Consignee without the approval of the Purchasing Authority.
- (vi) The delivery period shall be reckoned from the 7th day of issue of P.O. / L.O.I. whichever is earlier.
- (vii) Extension In Delivery Schedule: No extension of dates on which the delivery is due as per the terms of Purchase Order shall be granted except under force-majeure circumstances as defined under clause of the contract/PO. Acceptance of a delayed supply shall be at the sole discretion of the Purchasing Authority and shall be subject to the levy and recovery of applicable liquidated damages as prescribed under contract/PO.
- (viii) In exceptional circumstance, where the supplier applies for a extension of the due date of delivery well before the due date, and advances good and valid reasons for claiming extension to the satisfaction of the Purchasing Authority, the Authority may grant such extension by amending the relevant clauses of the Purchase Order, with no extra financial liability on HPGCL on account of increase in statutory levies, etc. during the extended period. Further, in the event of grant of extension, no penalty/liquidated damages in terms of clauses of contract/PO shall be leviable or recoverable from the supplier

33) Replacement of Rejected Material

- (i) Material found sub-standard or defective or not conforming to the prescribed specification in any manner at consignee's end shall not be accepted and intimation to this effect shall be given to the supplier by the HPGCL. The supplier shall have to rectify or replace the defective / sub-standard material forthwith, and in any case, within a period of 45 days from the date of original supply, failing which the Corporation shall reserve the right to get the defect rectified at the supplier's cost or to dispose off such material and adjust the sale proceeds thereof, if any, against its claim on the supplier. The supplier shall also be notified that all expenses involved in the replacement by way of handling, transportation, storage, etc. shall be on his account.
- (ii) In respect of the defective/sub standard supplies, the date on which such a supply is replaced shall be reckoned as the effective date of delivery there against, and the delay shall be worked out accordingly with reference to the date on which the supply was due as per the terms of contract, for the purpose of determining penalties/ liquidated damages recoverable under clauses of the contract/PO. Period of Guarantee / warranty shall also be reckoned from the date of replacement.
- (iii) The provisions of this condition (i) & (ii) shall apply mutatis mutandis to the material found-standard or defective during the period of warranty.
- (iv) The material supplies should be declared as defective/ sub-standard, on the basis of detailed inspection/ rejection report approved by the HPGCL.

34) Undertaking with Part-1 (Technical Bid)

"The bidder is MANUFACTURER of Hi-chrome Liner and has not been blacklisted by any organization/Public Sector undertakings of Central Govt./State Govt./SEBs/Corporations/any other reputed thermal plant presently. However in case such certification is found wrong at a later stage, then it will be construed as misrepresentation of facts and the bidder shall be liable for blacklisting and other penal actions."

For the compliance of this, following declaration on a Non-Judicial stamp paper worth Rs.100/- (Rs. One Hundred only) from participating bidder must be submitted along with part-I, failing which part-II shall not be considered for opening.

The firm should submitted DECLARATION as below

On consideration of the HPGCL having treated the bidder to be eligible person whose tender may be considered, the bidder hereby confirm, that the firm M/s.....is MANUFACTURER of Hi-chrome Liner and has not been blacklisted by any organization/Public Sector undertakings of Central Govt./State Govt./SEBs/Corporations/any other reputed thermal plant presently. However in case such certification is found wrong at a later stage, then it will be construed as misrepresentation of facts and the bidder shall be liable for blacklisting and other penal actions NOT Signed this Day of 2020.

Signature of Tenderer with seal

- 35) **DEVIATIONS:** Any deviations from the specification mentioned in the NIT should be clearly indicated on a separate sheet titled as STATEMENT OF DEVIATIONS.
- 36) **SERVICES FROM SUPPLIER:** Strictly as per Annexure-C-VI. Bidder/supplier shall give his/her consent/acceptance in form of undertaking at NJSP of Rs. 10/- for services as brought out in Annexure-C-VI along with documents of Part-1 (Technical Bid).
- 37) Terms and conditions of this NIT are governed by Works and Purchase Regulations of HPGCL, readily available at website of HPGCL (hpgcl.org.in). Any amendment in ibid regulations shall automatically apply to terms and conditions of the NIT.

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

SCHEDULE OF DELIVERY:

(At least 15 days advance intimation shall be given by the supplier to consignee before the dispatch of the material failing which demurrage,warfare charges will be to the account of the supplier. Copies of such intimation shall be sent to the Purchaser also.

Sr. No.	Code No.	Name of the item	Specification	Name of consignee	Destination of consignment	Qty. to be supplied	Due date for the supply
1	11746105 1010013	Hi-Chrome Liner Set (Complete Set) Detail as per Annexure-C-I, C-II & C-III	BOILER SPARES ITEM NAME:LINER SET MATERIAL:HIGH CHROME EQUIPMENT:COAL MILL MAKE:BHEL MODEL:TUBE MILL,TYPE:BBD-4760 CAPACITY:210 MW ADDITIONAL INFORMATION:INCLUDING BACKING MATERIAL & FIXING HARDWARE Detail as per Annexure-C-I, C-II & C-III	XEN/Store (O&M), PTPS, Panipat	PTPS, Panipat	02SET Detail as per Annexure-C-I, C-II & C-III	As per delivery schedule given below
2	11747105 1020022	Hi-Chrome Liner Set (Complete Set) Detail as per Annexure-C-I, C-II & C-III	BOILER SPARES ITEM NAME:LINER SET MATERIAL:HI CHROME EQUIPMENT:COAL MILL MAKE:BHEL MODEL:BBD-4772 CAPACITY:250 MW ADDITIONAL INFORMATION:INCLUDING BACKING MATERIAL & FIXING HARDWARE	XEN/Store (O&M), PTPS, Panipat	PTPS, Panipat	02 SET Detail as per Annexure-C-I, C-II & C-III	As per delivery schedule given below

Delivery Schedule

1st Set	Hi chrome liner with fasteners & backing material as per details of annexure-C-I, C-II & C-III 1st set for ball tube mill BBD-4772	1st set of liners is to be delivered at PTPS Store within 90 days of issue of P.O.
2nd Set	Hi chrome liner with fasteners & backing material as per details of annexure- C-I, C-II & C-III, 2nd set for ball tube mill BBD-4772	2nd set of liners is to be delivered at PTPS Store within 120 days of issue of P.O
3rd Set	Hi chrome liner with fasteners & backing material as per details of annexure- C-I, C-II & C-III, 3rd set for ball tube mill BBD-4760	3rd set of liners is to be delivered at PTPS Store within 150 days of issue of P.O
4th Set	Hi chrome liner with fasteners & backing material as per details of annexure- C-I, C-II & C-III, 4th set for ball tube mill BBD-4760	4th set of liners is to be delivered at PTPS Store within 180 days of issue of P.O

**NAME&SIGNATURE
OF SUPPLIER WITH SEAL**

DETAIL OF MATERIAL
Specifications

Sr. No.	Code No.	Name of the item	Specifications	Total Quantity required	Destination
1	11747105 1020022	Hi-Chrome Liner Set (Complete Set) Detail as per Annexure-C-I, C-II & C-III	BOILER SPARES ITEM NAME:LINER SET MATERIAL:HI CHROME PART NUMBER:NOT AVAILABLE EQUIPMENT:COAL MILL MAKE:BHEL MODEL:BBD-4772 CAPACITY:250 MW ADDITIONAL INFORMATION:INCLUDING BACKING MATERIAL & FIXING HARDWARE Detail as per Annexure-C-I, C-II & C-III	2SET Detail as per Annexure-C-I, C-II & C-III	PTPS, Panipat
2	11746105 1010013	Hi-Chrome Liner Set (Complete Set) Detail as per Annexure-C-I, C-II/2 & C-III	BOILER SPARES ITEM NAME:LINER SET MATERIAL:HIGH CHROME EQUIPMENT:COAL MILL MAKE:BHEL MODEL:TUBE MILL,TYPE:BBD-4760 CAPACITY:210 MW ADDITIONAL INFORMATION:INCLUDING BACKING MATERIAL & FIXING HARDWARE	2SET Detail as per Annexure-C-I, C-II & C-III	PTPS, Panipat

Note:-

1. **Hi Chrome Liners set (02set) for tube mill (BBD-4772)as per BHEL Design & specification for 250MW unit-7 & Unit-8, PTPS, Panipat and Hi Chrome Liners set (02 set) for tube mill (BBD-4760)as per BHEL Design & specification for 210MW unit-6, PTPS, Panipat**
2. Bidders will quote their lump-sum rates per set as above separately
3. **The tenderers must confirm acceptance of all the terms & conditions of the tender, otherwise, their price bids may not be opened.**
4. **Quality Assurance Plan should be submitted along with Part-I tender for approval of HPGCL.**
5. HPGCL reserves the right to place order on more than one source

**NAME&SIGNATURE
OF SUPPLIER WITH SEAL**

Description of Hi chrome liner along with backing material (2 set) for Coal mill BBD-4772 as per the indent of unit-7 & **Unit-8**

		Liners	Quantity
		Hi Chrome liners for BBD-4772 (One set consisting of following items)	1 SET
A	78BL110301	CYL. Liner VAR-01	200Nos.
B	78BL110302	CYL. Liner VAR-02	200Nos.
C	78BL110303	CYL. Liner WITH OBLIQUE WAVE 01	20Nos.
D	78BL110304	CYL, Liner WITH OBLIQUE WAVE 02	20Nos.
E	78BL110305	CYL, Liner WITH OBLIQUE WAVE 03	20Nos.
F	78BL110306	CYL, Liner WITH OBLIQUE WAVE 04	20Nos.
G	78BL110307	SHORT CONICAL LINER	40Nos.
H	78BL110308	LONG CONICAL LINER	40Nos.
I	78BL110309	INLET SIDELINER	32Nos.
J	78BL110310	INLET SIDE LINER WITH BOSS	08Nos.
K		FASTENERS	
i.	78BL110311	LINER BOLT VAR-01 M27X265	40Nos.
ii.	78BL110312	LINER BOLT VAR-02 M27X180	160Nos.
iii.	78BL110313	LINER BOLT VAR-03 M27X165	80Nos.
iv.	78BL110314	LINER BOLT VAR-04 M27X100	960Nos.
v.	78BL110315	SELF LOCKING NUT M27	1240Nos.
vi.	78BL110316	SPECIAL STEEL WASHERS	1240Nos.
L		BACKING MATERIAL	
i	78BL110317	EPDM-60 RUBBER SHEET 5MM THICK	Lump sum
ii.	78BL110318	EPDM-65 RUBBER SHEET 5MM THICK	Lump sum
iii.	78BL110319	ASBESTOS SHEET	Lump sum

**NAME&SIGNATURE
OF SUPPLIER WITH SEAL**

BREAK UP DETAIL OF MATERIAL

Description of Hi chrome liner (1 set) for Coal mill BBD-4760 as per the indent of unit-6

Sr. No.	Store Code	DESCRIPTION OF MATERIAL	Qty. (Nos.)
1.		Hi Chrome liners for BBD-4760 (1set consisting of following items	1set
A	44BL110305	Hi chrome cylinder liner var-01	160 Nos.
B	44BL110306	Hi- chrome cylinder liner var-02	160 Nos.
C	44BL110308	Hi- chrome cylinder liner Oblique wane-1	20 Nos.
D	44BL110309	Hi- chrome cylinder liner Oblique wane-2	20 Nos.
E	44BL110311	Hi- chrome cylinder liner Oblique wane-3	20 Nos.
F	44BL110312	Hi- chrome cylinder liner Oblique wane-4	20 Nos.
G	44BL110315	Long conical liner	40 Nos.
H	44BL110314	Short conical liner	40 Nos.
I	44BL110312	Inlet side liner without boss	32 Nos.
J	44BL110321	Inlet side liner with boss	8 Nos.
K		Fixing Fasteners, Hardware & Backing Material:-	
i).	44BL110323	Liner Bolt style-1 M 27 x 265	40 Nos.
ii).	44BL110324	Liner Bolt style-2.M 27 x 180	160 Nos.
iii).	44BL110325	Liner Bolt style-3 M 27 x 165	80 Nos.
iv).	44BL110326	Liner Bolt M 27 x 100	800 Nos.
v).	44BL110328	Special washers	1080 Nos.
vi)	44BL110327	Self locking nut M 27	1080 Nos.
vii)		Backing materials for liners (EPDM-60865 Rubber sheet & Asbestos sheet)	Lump sum

Description of Hi chrome liner (1 set) for Coal mill BBD-4772 as per the indent of unit-7

		Liners	Qty. (No.)
2.		Hi Chrome liners for BBD-4772 (1set consisting of following items	1 sets
A	78BL110301	CYL. Liner VAR-01	200Nos.
B	78BL110302	CYL. Liner VAR-02	200Nos.
C	78BL110303	CYL. Liner WITH OBLIQUE WAVE 01	20Nos.

D	78BL110304	CYL. Liner WITH OBLIQUE WAVE 02	20Nos.
E	78BL110305	CYL. Liner WITH OBLIQUE WAVE 03	20Nos.
F	78BL110306	CYL. Liner WITH OBLIQUE WAVE 04	20 Nos
G	78BL110307	SHORT CONICAL LINER	40 Nos
H	78BL110308	LONG CONICAL LINER	40 Nos
I	78BL110309	INLET SIDELINER	32 Nos
J	78BL110310	INLET SIDE LINER WITH BOSS	08 Nos
K		FASTENERS	
i)	78BL110311	LINER BOLT VAR-01 M27X265	40 Nos
ii)	78BL110312	LINER BOLT VAR-02 M27X180	160 Nos
iii)	78BL110313	LINER BOLT VAR-03 M27X165	80 Nos
iv)	78BL110314	LINER BOLT VAR-04 M27X100	960 Nos
v)	78BL110315	SELF LOCKING NUT M27	1240 Nos
vi)	78BL110316	SPECIAL STEEL WASHERS	1240 Nos
L		BACKING MATERIAL	
i)	78BL110317	EPDM-60 RUBBER SHEET 5MM THICK	Lump sum
ii)	78BL110318	EPDM-65 RUBBER SHEET 5MM THICK	Lump sum
iii)	78BL110319	ASBESTOS SHEET	Lump sum

Technical Specifications

1. Chemical Composition:

C: 2.4 to 2.8%	Ni: 0.2 to 0.5%
Cr: 22.0 to 28.0%	Mo: 0.2 to 0.6%
Si: 0.1 to 1.0%	
Mn: 1.0%max.	
Note: $9 < Cr/C \leq 11$	

2. Hardness: The guarantee hardness on piece (on running wall thickness of liner) in heat treated conditions shall be in the range of 600-680 HB (or HRC equivalent).

3. Retained Austenite: Maximum 8%

4. Micro Structure: Primary Carbides in Martensitic Matrix.

5. Heat Treatment: The Liners shall be heat treated by quenching in air/oil to meet the micro structural and hardness requirements. The castings shall be stress relief annealed to minimize the shrinkage stresses.

The parameters of heat treatment shall be established based on hardness and for every heat treatment shall be established based on hardness and micro structural requirements.

For every Heat treatment batch the heat treatment charts (time & temp.) shall be recorded and shall be made available with reference to liners treatment (Batch / Lot No.) to ensure tractability.

6. Repairs: Surface shallow defects out of criterion within the dimensional tolerance and revealed by visual and liquid penetrate tests shall be performed to ensure that the defects are within the criteria defined for this test in Annexure-1. No repair by welding is allowed.

7. General Manufacturing Conditions: The white cast iron shall be preferably made in a induction furnace or other melting practice with required metallurgical quality. These pieces are to be manufactured in conformity with tenderer's drawings, specifications and schedules, as also the present specifications.

The pieces are cast by rigid mould to satisfy the dimensional accuracy (particularly the fixation holes on the heads of mill and fixation of screw feeder of coal) soundness and surface conditions of the lines.

Petting of castings may be carried out before or after heat treatment without causing any cracks. Excessive cutting and grinding are prohibited.

**NAME & SIGNATURE
OF SUPPLIER WITH SEAL**

Guarantee

The supplier shall submit/furnish the following Guarantee on NJSP of Rs. 50/-

Guarantee: The manufacturer shall give guarantee for design, material suitability, interchangeability and fitment of Hi-Chrome mill internals for BBD-4772 ball tube mill installed at 2X250MW, unit-7&8 at PTPS, Panipat with following guarantee life:-

The liners shall be guaranteed for minimum 30,000 running hours wear life for all type of Indian/Imported/Mixed Coal Conditions at designed capacity of the mill. In case of failure/excessive wear/breakages below 15000 running hours, free replacement for complete set of liner is required. From 15001 to 30000 hours pro rata recovery in respect of cost of complete set shall be deposited by the firm within 15 days of receipt of intimation from PTPS in this regard. In case the same is not deposited by the firm, the amount shall be recovered from the pending payment of the firm or by encashment of performance bank guarantee.

Note: The performance bank guarantee submitted by the supplier shall be valid for a duration of 5 years. The liability of the supplier for faithful execution of contract i.e. the Guarantee / warrantee of liner shall be stands for 30000 running hours. The PBG will be released after completion of 30000 running hours or 5 years whichever is earlier but the supplier shall be liable for completion of complete life of 30000 running hours of liners.

Note: - I). The supplier at his works will also stock at least 20 Nos. cylindrical liners, 2 nos. of each oblique wave liners, 5 nos. each conical liners and 2 nos. each inlet side liners for immediate replacement in eventuality of breakage. The supplier will supply/replace the broken liners within seven days from the date of intimation of such miss happening, otherwise penalty @1/2%of contract value per day subject to max.5%of contract value shall be deducted from the suppliers bills/pending dues/encashment of Bank Guarantee etc. The supplier will also bear the cost of transport, assembly and installation costs (at site) of such replacement. Such replacement shall also be guarantee for full period of specificities guarantee life.

II.) Each liner casting shall be legibly marked with following:

- i). Grade of casting.
- ii).the identification mark by which it is possible to trace out the melt & heat treatment batch.
- iii).Manufacturer Name/Trade Name.
- iv).Project Name i.e. PTPS

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

Name and Signature of Supplier With Seal

TESTS&INSPECTIONS: Tests & inspection to be carried out are defined in the inspection program given below. These tests and inspections are compulsorily specific to the delivery.

INSPECTION PROGRAMME

Sr.No.	Type of Test	Test Methods	Test Frequency	Acceptance Norms
1	Chemical Analysis	Heat Analysis	Each Heat	As per clause No. I of Annex. C-III
2	Hardness Test	One Piece	100%	600-680 BHN
3	Dimensions and Geometry	Metrology and Tracing of Centre Lines Templates	Each Piece	Tolerance and Dimensions according to tenderer's drawing
4	Surface Examination	Visual Examination	-do-	Examination of 100% of surface & holes. Absence of defects greater than the D.P.T requirement. Absence of defects in holes detrimental to Erection.
5	Liquid penetrate Test	Dye penetrate by colored Spray	In case of doubt during Visual examination	100% of surfaces, zones with doubt for regular pieces criteria
6	Macro Examination (Internal defects)	Media cutting or breaking	-do-	Ratio between defect thickness and wall thickness < 4%. Length of defects lower than 12 times its permissible thickness.
7	Micrographic Examination	Magnification X 100 Examination on a specimen area	10% of each type	The structure shall be white with carbides and marten site. The retained austenite. The retained austenite shall not be more than 8%.

Note: a) Templates designed & manufactured by the supplier.

b) Checking of curvature radial, centre to centre and diameters of fixation holes.

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

Services

The manufacturer will provide the following services free of cost along with supply of Hi-Chrome Liners, Backing material and Hardware's

1. That the supplier will provide 30 man days supervision during installation of lining system for each set, ball loading and commissioning services including fine tuning of the mills to ensure optimized mill performance from operation and maintenance point of view.
2. That supplier shall carry out Half yearly Mill Audit for following:
 - a) Ensure correct filling degree for minimum wearing of grinding media.
 - b) To check wear profile of the mill internals for residual life estimation for easy and timely Procurement of liners under Guarantee/warranty.
 - c) Submission of detailed report by the supplier in this regard.

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

Note: An Undertaking is to be given by Supplier at NJSP of Rs. 10/- for above services

STATEMENTS OF BIDDERS

1. Name of Bidder _____

2. Address of Head Office _____

3. Correspondence Address _____

4. Place of Business with Address _____

5. Legal status _____

6. PAN , TIN & GST Number of the Bidder (attached self attested photocopies)

PAN _____ TIN _____

GST No. _____.

7. Bank Details (attached signed cancelled cheque)

i) Bank Name & Address

v) Bank Account Number

vi) Bank Branch Code

vii) IFSC Code of Branch

viii) Nature of account (current/saving/OD/CC)

8. Main lines of Business

i. _____ since _____

ii. _____ since _____

iii. _____ since _____

9. Annual Turnover of past three year

i. _____

ii. _____

iii. _____

10. Past Experience:-

Name of Organization	Period	Reference of Contract	Order Value contract wise

11. Any other

Signature & Stamp of Bidder

Annexure-E-I

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

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

Sr. No.	Area as part of qualifying requirements	Concessions / benefits allowed to MSEs	Eligibility
1	Tender Fee	Exemption on the payment of tender fee subjected to fulfillment of conditions as per eligibility	<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 / Ag Mark/ 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 fulfillment of conditions as per eligibility	
3	Performance Security	90% concession on performance security as applicable to other Haryana based firm's subject to fulfillment of condition as per eligibility.	
4	Turnover	a) Micro Enterprises: Concession of 80% on turnover condition imposed as qualifying criteria. b) Small Enterprises: Concession of 70% on turnover condition imposed as qualifying criteria	
5	Past performance & Experience	Exempted in respect of Past Performance & Experience as part of requirements of the tender subject to fulfillment of conditions as per eligibility.	
6	Purchase Preference	50% of the total tendered quantity providing quoting price within band of L-I+15% by bringing down their price to L-I and subject to condition that it agrees to fulfillment of other terms & conditions of the tender and further subject to fulfillment to conditions as per eligibility.	

B. Concessions / benefits to Medium Enterprises:-

Sr. No.	Area as part of requirements	Concessions benefits allowed to MSEs	Eligibility
1	Past Performance & Experience	Exemption on requirements of Past Performance & Experience as part of requirements of the tender subject to fulfillment of conditions as per eligibility.	<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-I+15% by bringing down their price to L-I and subject to condition that it agrees to fulfillment of other terms & conditions of the tender and further subject to fulfillment of conditions as per eligibility.	

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

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

- i. Purchase Preference to MSMEs will not be applicable if the tendered quantity is only one.
- ii. Purchase preference for Medium Enterprises (MEs) will only be allowed on the quantities in multiple of 10 say 10, 20, 30 and so on. The quantity less than 10 or in between multiple of 10, 20, 30 will not be considered for Purchase Preference to MEs.
- iii. MSMEs as per above instructions within the price range of L1+15% will be counter offered to match the finally arrived L1 rate. In case MSMEs within L1+15% range refuse to match the finally arrived L1 rate then the entire 60% (50% for MSEs and 10% for MEs) of Purchase Preference will be transferred to L1+5% category firms.
- iv. In case, no micro & Small Enterprises (MSEs) and Medium Enterprises (MEs) as per eligibility criteria specified in the above instructions are within L1+15% range, the entire 100% tendered quantity will be distributed as per the existing guidelines.
- v. In case there are no Micro & Small Enterprises (MSEs) within L1+15% range, the Purchase Preference Quota of 50% of MSEs will stand transferred to open category making it from 40% to 90%
- vi. In case there are no Medium Enterprises (Mes) within L1+15% range, the Purchase Preference Quota of 10% of MEs will stand transferred to open category making it from 40% to 50%
- vii. In case no MSMEs, within L1+5% range and there is one MSE & one ME in L1+15% range and further agree to match the arrived L-1 rate. The quantity will be distribution will be upto 40% for firm other then MSME, upto 50% for MSE and upto 10% for ME and so on.
- viii. In case there are MSMEs (both or either MSEs) within L1-5% range and there are MSEs & MEs in L1+15% range. Negotiations will be carried out with all firms within L1+5% as per existing guidelines to arrive at finally arrived L1 rate. The finally arrived firm can be any other such a situation, apportionment will be done as per the existing instructions of ratio of 70:30 or 50:25:25 & so on. Thereafter, offer will be given to MSE and MEs within L-15% range to match the finally arrived L1 rate and if they agree to match the arrived L-1 rate, the apportionment of quantity will have many scenarios of quantity apportionment may be as per annexure-III enclosed with this notification. However, there can be many more scenarios depending upon the number of MSMEs within price range of L1+5% and L1+15%.

The above instructions will supersede the instructions as issued vide industries & Commerce Department Haryana Order No. 2/2/2010-41-IB-II of dated 24.03.2015 related to concessions / benefits to Haryana based Micro & Small Enterprises (MSEs) including Khadi & Village Industrial Units.

Annexure-E-II

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

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

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

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

Dated:

DEPONENT

VERIFICATION:

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

Dated:

DEPONENT

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

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

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

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

Dated:

DEPONENT

VERIFICATION:

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

Dated:

DEPONENT

Instructions to bidders on Electronic Tendering System

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

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

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

2. Obtaining a Digital Certificate:

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

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

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

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

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

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

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

3. Opening of an Electronic Payment Account:

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

4. Pre-requisites for online bidding:

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

5. Online Viewing of Detailed Notice Inviting Tenders:

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

6. Download of Tender Documents:

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

7 Key Dates:

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

8 Bid Preparation (Technical & Financial) Online/ offline Payment of Tender Document Fee, eService fee, EMD fees and Submission of Bid Seal (Hash) of online Bids:

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

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

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

The bidders shall quote the prices in price bid format only.

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

NOTE:-

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

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

(C) For any help, please refer to the 'Home Page' of the e-Procurement website at <https://etenders.hry.nic.in> and click on the available link 'Help for Contractors' to see Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Procurement Portal.