


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

 HPGCL An ISO:9001, ISO: 1400and OHSAS : 18001certified company	PANIPAT THERMAL POWER STATION A Unit of Haryana Power Generation Corporation Ltd. (Corporate identity Number : U45207HR1997SGC033517) AssandhRoad,Panipat - 132105 Ph:0180-2566006,Fax:0180-2566375, e-mail:xenproc2.ptpsl@hpgcl.org.in Website:-www.hpgcl.org.in, GST No.-06AABCH4536J1ZM Taxpayer Legal / Trade Name: - Haryana Power Generation Corporation Ltd.
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ONLINE NOTICE INVITINGTENDER

Tender Enquiry No.	PTP/POM-200832
Description of Item	Supply of Crushers Hammers for DCRTTP, Yamuna Nagar & RGTPP, Hisar on Annual Rate Contract Basis.
Quantity& Specifications	As per Annexure-B-1 to B-7
Start date and time of tender uploading	08.03.2024 at 17:00 Hrs
Last date for submission of tender	10.04.2024 upto13:00 Hrs
Technical Opening (Part-I)	17.04.2024 at 13:00Hrs
Tender Fee (Non –refundable)	Rs.1180/--(Exemption allowed only to Haryana Based Small & Micro firms, See Annexure-D for details)
e-service Fees (Non –refundable)	Rs.1180/-
Earnest Money (Rs.)	Rs. 1,34,700/-
GENERAL TERMS & CONDITIONS	As per Annexure-A
TECHNICAL SPECIFICATIONS& SCHEDULE OF DELIVERY OF MATERIAL/ DRAWING/ GUARANTEE/WARRANTEE (DCRTTP)	As per AnnexureB-1 to B-3
TECHNICAL SPECIFICATIONS& SCHEDULE OF DELIVERY OF MATERIAL/ DRAWING/ GUARANTEE/WARRANTEE (RGTPP)	As per AnnexureB-4 to B-6
TEST & INSPECTION (FOR RGTPP and DCRTTP)	As per Annexure B-7
STATEMENTS OF BIDDERS	As per Annexure-C
BENEFITS / CONCESSIONS TO THE HARYANA BASED MICRO, SMALL AND MEDIUM INDUSTRIAL ENTERPRISES& NEGOTIATION PROVISIONS	As per Annexure-D
INSTRUCTIONS TO THE BIDDER FOR E-TENDER	As per Annexure-E
GST Documents and Compliances	As Per Annexure-F
Documents to be uploaded	As per Annexure-G

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

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

(a) The bidder should be Original Equipment Manufacturer/ Supplier (OEM/OES)
OR

The bidder to be manufacturer of Manganese Steel Cast Crusher Hammers for Ring Granulators as per IS 276/ 2000 and have successfully executed purchase orders for supplying same/similar item in HPGCL/NTPC/ any State Electricity Board/any Public Sector Undertaking / any Corporation/Central Govt./ State Government Undertaking/Semi Govt. or any Thermal Power Plant during last 7 years ending **February- 2024** 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. 53.86 Lacs
Or
- Two orders of value not less than Rs. 33.66 Lacs each.
Or
- Three orders of value not less than Rs. 26.93 Lacs each.

(b) The bidder should certify having 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.

(c) The bidder annual turnover shall not be less than Rs.67.33 lacs for last 3 consecutive financial years i.e.,2020-21, 2021-22 and 2022-2023.

(d) 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.

(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. The firm will submit balance sheet/profit and loss statement duly certified by CA

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 at portal "etender.hry.nic.in". The payment of Earnest Money can be made by eligible bidders/contractors online directly through RTGS/NEFT at portal "etender.hry.nic.in".

3. Disqualification of the Bidder:-

i) Even though the bidders meet the above Qualifying Criteria they are subject to be disqualified, if

they have made misleading or false representations in the forms, statements and attachments

submitted in the proof of the qualification requirements.

ii) The Bidders shall supply partnership deed in case of partnership firm / Memorandum of

Association and Article of Association in case of a company.

iii) Notwithstanding any thing stated above Haryana Power Generation Corporation Ltd.

reserves the right to assess the Tenderers capacity to perform the contract should the

circumstances warrant such assessment in the overall interest of the Haryana

Power Generation Corporation Ltd. In this regard the decision of corporation will be final.

4. Before submitting tenders the instructions may be read carefully regarding submission of

tender. If any bidder finds discrepancies or omissions in the tender documents or is in

doubt as to the true meaning of any part, he shall clarify same from tender issuing office

in writing before the due date of submission of the bid.

5. **Unless exempted specifically, tenders not accompanied with the prescribed EMD/Cost of Tender shall be rejected. EMD/Cost of Tender shall be in the prescribed mode of payment as asked in the NIT; otherwise, the tender shall be liable to be rejected.**

Note:

(i) EMD is exempted only for the bidders as per instructions/guidelines contained overleaf as well as at Sr. No.6 of Annexure-A (General T&Cs).

(ii) Tender documents fee @ Rs. 1180/- is exempted only for MSME Haryana based firms as per guidelines mentioned in Annexure-D. 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. The rate negotiations could be held up to L3 bidder, if the difference between the L1 quoted rates and those quoted by L2 and L3 is within 5% of the L1 quoted rates. In case where the L1 bidder refuses to further reduce his offered price and the L2 or L3 bidders come forward to offer a price which is better than the price offered by L1 bidder, the bidder whose price is accepted becomes L1 bidder. However, in such a situation, the original L1 bidder shall be given one more opportunity to match the discounted price. In case of acceptance, he would be treated as L1 bidder.

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. 1,34,700/-, 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, 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	-----	08.03.2024 at 17:00 Hours	10.04.2024 upto 13:00 Hrs
2	-----	Downloading of Tender Documents & Bid Preparation & Bid submission	08.03.2024 at 17:00 Hours	10.04.2024 upto 13:00 Hrs
3	-----	Last date of submission of EMD online	10.04.2024 upto 13:00 Hrs	
4	Technical Opening (Part-I)	-----	17.04.2024 at 13:00 Hours	--
5	Shortlisting of Technical bids & Opening of Financial Bid	----	Will be intimated to the firms on their E-mail	

SCHEDULE 'C-1'
(Referred to in regulation 7)

GENERAL TERMS AND CONDITIONS OF CONTRACT (Supply order)

1) Definitions:-

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

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

2) PARTIES:

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

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

Purchaser: _____ Haryana Power Generation Corporation Ltd.

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

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

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

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

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

respect in conformity with the terms and conditions of the contract, whether on account of loss, deterioration or damage before dispatch or during transit or otherwise howsoever.

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

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

5) PRICES:

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

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

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

d.) Certified that we are registered as dealer and our 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

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

(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.

6) 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. 1,34,700/- EMD through online mode at e-portal only shall be accepted.** The earnest money furnished by the successful tenderers on whom the purchase order is placed shall be converted into security deposit as a guarantee for faithful and satisfactory execution of the purchase order /ARC up to warranty period.

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

The following are exempted from depositing the earnest money:-

- i) Public Sector Undertakings of the Central / Haryana State Government.
- ii) Firms borne on D.G.S.&D / DS&D Haryana rate contracts.
- iii) Firms registered with the Director of Industries, Haryana or registered with National Small scale Industries Corporation, Govt. of India. The exemption shall be for the specified items which are available on Director of Industries, Haryana/ NSIC Rate Contracts. Please refer **Annexure-D** of the NIT for details.
- iv) Haryana based Micro, Small and Medium Industrial Enterprises in the State Public Procurement in line with G.O. No.-02.02.2016-41B11 (1) dated 20.10.2016 as per **Annexure-D** of the NIT.
- v) Firms borne on the HPGCL's approved list of suppliers which may have made a permanent earnest money deposit of Rs.10.00 Lacs at the respective Project/office of HPGCL or Rs. 20.00 Lacs for quoting anywhere in HPGCL, if they quote the Registration number given by the respective project/office of HPGCL in their tender papers

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

- i) If the tenderer withdraws his tender at any stage during the currency of his validity period.
- ii) If the P.O/ARC has been issued but the supplier refuses to comply with it, the EMD 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. In other cases the same shall be released only after warranty period on the certificate of the purchaser for satisfactory completion of the warranty period.

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

- 7) 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.

8) 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 , DCRTTP, Yamunanagar/RGTPP, Hisar 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 by the consignee, by way of direct transfer into supplier's bank a/c through RTGS/NEFT within 21 working days after receipt of material at store in good condition and after submission of 10% PBG (if applicable) and after submission of all documents as per PO. 10% PBG, valid for G/W period should be in favor of Sr.A.O, DCRTTP, Yamunanagar/RGTPP, Hisar. All bank charges shall be borne by supplier. Part supply & part payment there of shall be applicable.

Note: Receipt of material at site shall mean receipt of material in accordance with terms of the Contract after test and inspection by the Purchaser or his authorized agent, along with the requisite documents specified in clause no. 12

9) MODE OF PAYMENT:-

Payment shall be released by the concerned Sr. Accounts Officer, DCRTTP, Yamuna Nagar/RGTPP, Hisar by account payee cheque payable at _____/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 concerned Sr. Accounts Officer.
The firm will provide their GST registration No., HSN Code, PAN Number, place of business with address and a unique invoice number suffix with DCRTTP. So that the invoice could be distinguish with other place of business of HPGCL i.e. PTPS, RGTPP, DCRTTP, FTSP, Corporate Office.

10) DELIVERY PERIOD AND DAMAGES 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-B1 & B-4.**
- (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 indent against ARC/P.O.
- (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 an extension of the due date of delivery well before the due date, and advances good and valid reasons for claiming extension to the satisfaction of the Purchasing Authority, the Authority may grant such extension by amending the relevant clauses of the Purchase Order, with no extra financial liability on HPGCL on account of increase in statutory levies, etc. during the extended period. Further, in the event of grant of extension, no penalty/liquidated damages in terms of clauses of contract/PO shall be leviable or recoverable from the supplier

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

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

12) TESTS AND INSPECTIONS:-

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

HPGCL has the right to get the pre-dispatch inspection done from third party along with HPGCL representative. Such third party charges shall be borne by the supplier.

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.

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

In case of non conduct of testing due to non availability of material, the charges of the inspecting officers shall be borne by the supplier.

The inspection call received after expiry of delivery period may or may not be entertained.

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

01 sample of material shall be sent to Shri Ram Test House, New Delhi/NABL accredited Lab by the inspecting officer for testing of composition as per specifications at supplier's cost.

13) 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. 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. in triplicate
 - b) GST Certificate
 - c) Proof of Insurance charges
 - d) Interchangeability Certificate
 - e) D.D on account of security deposit
 - f) Guaranty/ Warranty Certificate
 - g) Copy of inspection report
 - h) Performance Bank Guaranty.
 - i) Copy of R.R./G.R.
 - j) Copy of GSTR-1 & GSTR-3B
- C) Concerned Executive Engineer/ Stores (Consignee copy)
 - a) Copy of invoice/a unique Invoice No.
 - 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. b) Original RR/ GR.

Note:-

- a) 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/ wharfage 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.
- b) Our Taxpayer Trade / Legal Name is Haryana Power Generation Corporation Ltd. With GST No **06AABCH4536J1ZM**.

14) PACKING:-

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

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

15) MODE OF TRANSPORT:-

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

16) 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 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 of supply of material against documents through bank, no material shall be accepted without proper transit insurance.

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 21 months from dispatch of material..

18) WARRANTEE:

As per Annexure – B-3 & B-6

19) 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. **01 sample of material shall be sent to Shri Ram Test House, New Delhi/NABL accredited Lab by the inspecting officer for testing of composition as per specifications at supplier's cost.**

20) FORCE MAJEURE:-

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

21) 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.

22) 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.

23) 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.

24) 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.

25) 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.

26) INTERCHANGEABILITY:-

Supplier shall furnish interchangeability certificate, wherever applicable, 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 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.

28) PRESERVATION PROCEDURE: Supplier shall submit the preservation procedure in detail provided by OEM for the storage or handling of material in store.

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

30) PATENT RIGHT:-

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

31) SUBLETTING AND ASSIGNMENT:-

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

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

2. Purchasing authority shall put dated initials on each pages of the purchase order including the above terms and conditions printed on both side of the paper.

3. Any other term not defined in instructions to the bidder or above terms and conditions should be interpreted as defined in HPGCL Purchase Regulation "2015".

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

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

29) The rates & terms/conditions of Annual Rate contract shall remain FIRM for a period of 12 months from the date of Annual Rate Contract/P.O.

SPECIFICATIONS / SCHEDULE OF DELIVERY OF MATERIAL (DCRTPP)

(At least 15 days advance intimation shall be given by the Supplier to Consignee before the inspection of material failing which damages for delay will be imposed on supplier and an advance intimation of 15 days before dispatch of material failing which demurrage, warfage charges will be to the account of Supplier. Copies of such intimation shall be sent to the purchaser also)

S. No.	HPGCL item Code No.	Name of items	Name of Consignee	Destination of Consignment	Qty. to be supplied	Due Date of Supply
1	2		4	5	6	7
1	13178102 1000019	Toothed Crusher Hammers of Austenitic Manganese Steel Castings of Grade-III as per IS 276:2000, 5 th edition with the following composition. 1. Carbon: 1.05 to 1.35% max 2. Silicon: 1.0% max. 3. Manganese: 11.5 to 14.0% max. 4. Chromium: 1.5 to 2.5% max. 5. Sulphur: 0.025% max. 6. Phosphorus: 0.080% max 7. Copper: 0.2 to 0.3% max. 8. Titanium: 0.06 to 0.1% of following size- i) ID – 185mm ii) OD- 275 mm iii) Wt.- 20 kg +/-3% [Weight per set 1520Kg +/- 1%] iv) Width/Thickness: 100mm Dimension variation shall be as per IS:4897 class II Minimum ratio of manganese to carbon should be 10:1	Xen/Stores, DCRTPP, Yamuna Nagar	DCRTPP, Yamuna Nagar	15 SET (Each set consisting of 76 nos)	Within 90 days from the date of issue of Indent by Xen/Store.

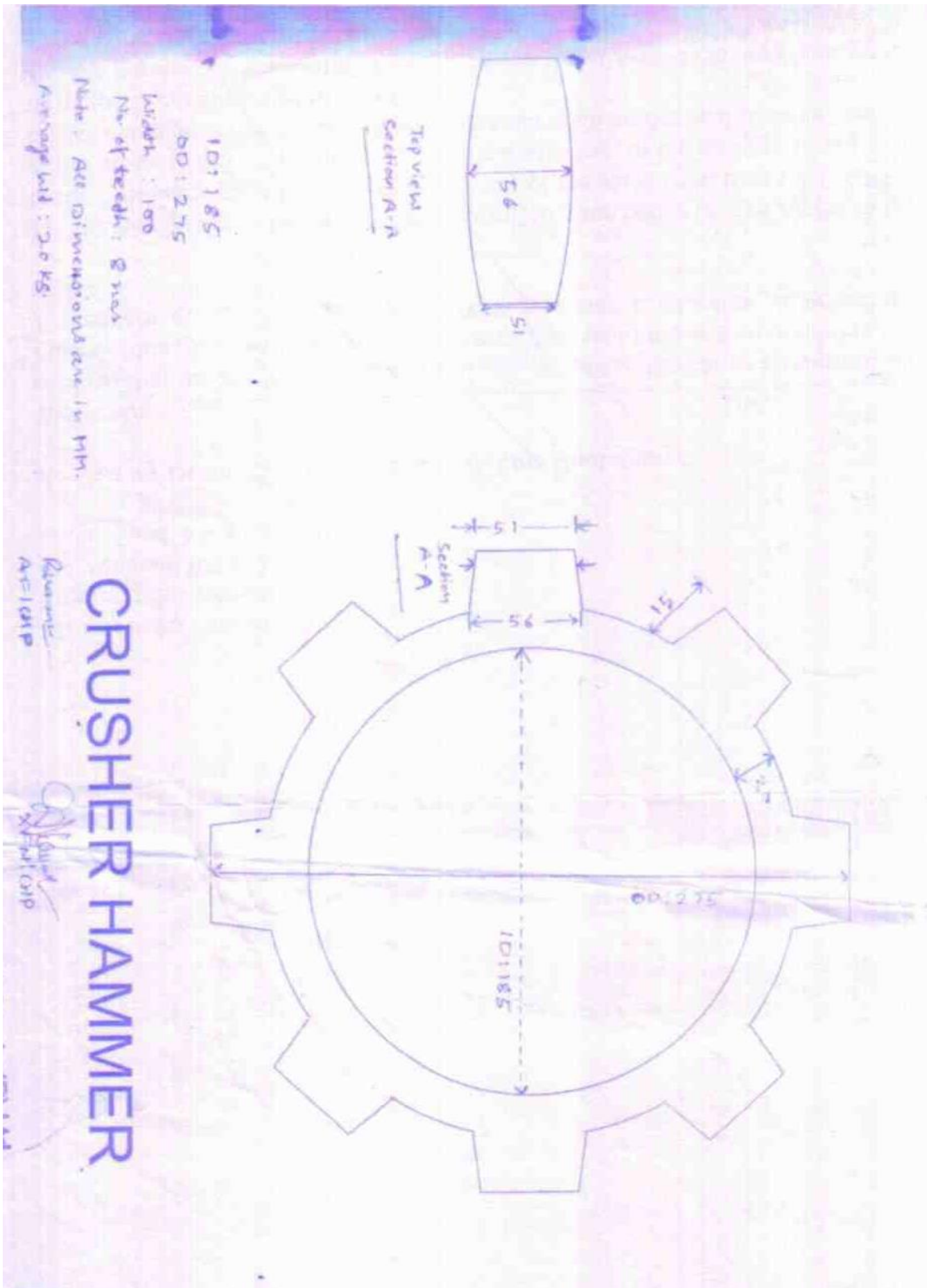
Signature & Stamp of Supplier

1. Tenderers are requested to confirm in their tender that material will be supplied strictly as per specifications given in the NIT.
2. Tenderers are requested to accept all the terms and conditions of NIT otherwise their tender may be rejected. Technical check list is uploaded online & acceptance of conditions mentioned in this check list will only be considered.
3. Bidder/manufacturer must have specific technical specifications such as IS specification, QAP, testing facility and experience of requisite capacity. Test certificates shall be accepted as per required/latest standard.
4. 01 sample shall be sent to Shri Ram Test House, New Delhi/NABL accredited Lab by the inspecting officer for testing of composition as per specifications at supplier's cost.

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

i. P&F (inclusive)	ii. Damage for Delay (applicable)
iii. GST (specify %age)	iv. G/W certificate (applicable)
v. Pre-dispatched Inspection (applicable)	vi. Proof of Transit Insurance (applicable)
vii. Interchangeability Certificate(applicable)	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. Confirmation that material will be supplied strictly as per specifications given in the NIT.	

DRAWING OF CRUSHERS HAMMER OF DCRTTP, YAMUNANAGAR ANNEXURE- B-2'



Guarantee / Warranty (DCRTPP, YAMUNANAGAR): -

The supplier will submit G/W certificate on NJSP of Rs. 100/- as under
“We confirm that crusher hammers supplied against P.O. no._____ Dated_____ are guaranteed for crushing of 125000MT of coal. However if the crusher hammers worn out before 1.25lakh MT, the complete set will be replaced free of cost. This clause will be equally applicable on such replaced hammers till the complete life of original and replaced hammers cumulatively becomes 1.25 lakh MT.

Signature of the Supplier

SPECIFICATIONS / SCHEDULE OF DEIVERY OF MATERIAL (RGTPP)

(At least 15 days advance intimation shall be given by the Supplier to Consignee before the inspection of material failing which damages for delay will be imposed on supplier and an advance intimation of 15 days before dispatch of material failing which demurrage, warfage charges will be to the account of Supplier. Copies of such intimation shall be sent to the purchaser also)

S. No.	15 Digit Store Code	Name of items	Name of Consignee	Destination of Consignment	Qty. to be supplied	Due Date of Supply
1	2		4	5	6	7
1	131781 001010 002	Toothed Crusher Hammers of Austenitic Manganese Steel Castings of Grade-III as per IS 276:2000, with the following composition. 1. Carbon: 1.05 to 1.35% max 2. Silicon: 1.0% max. 3. Manganese: 11.5 to 14.0% max. 4. Chromium: 1.5 to 2.5% max. 5. Sulphur: 0.025% max. 6. Phosphorus: 0.080% max 7. Copper: 0.2 to 0.3%. 8. Titanium: 0.06 to 0.1% of following size- i) ID – 180mm ii) OD- 270 mm iii) Weight of each hammer:- 20 kg +/-3% [Weight per set 1520Kg +/- 1%] Width: 100MM Dimension variation shall be as per IS:4897 class II Minimum ratio of manganese to carbon 10:1	Xen/Stores , RGTPP, Hisar	RGTPP, HISAR	20 SET (Each set consisting of 76 nos)	Within 90 days from the date of issue of Indent by XEN/Store.

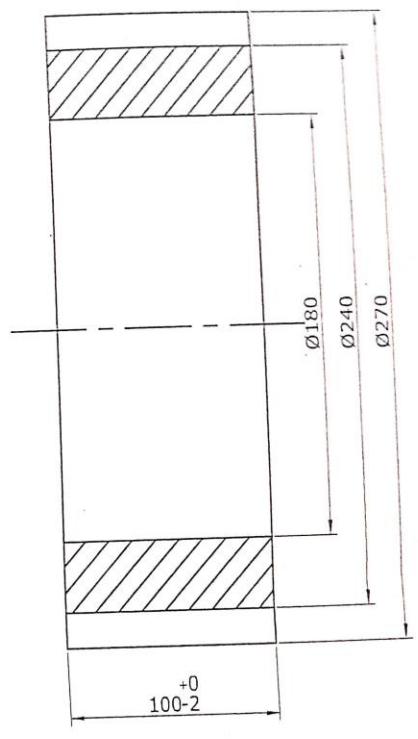
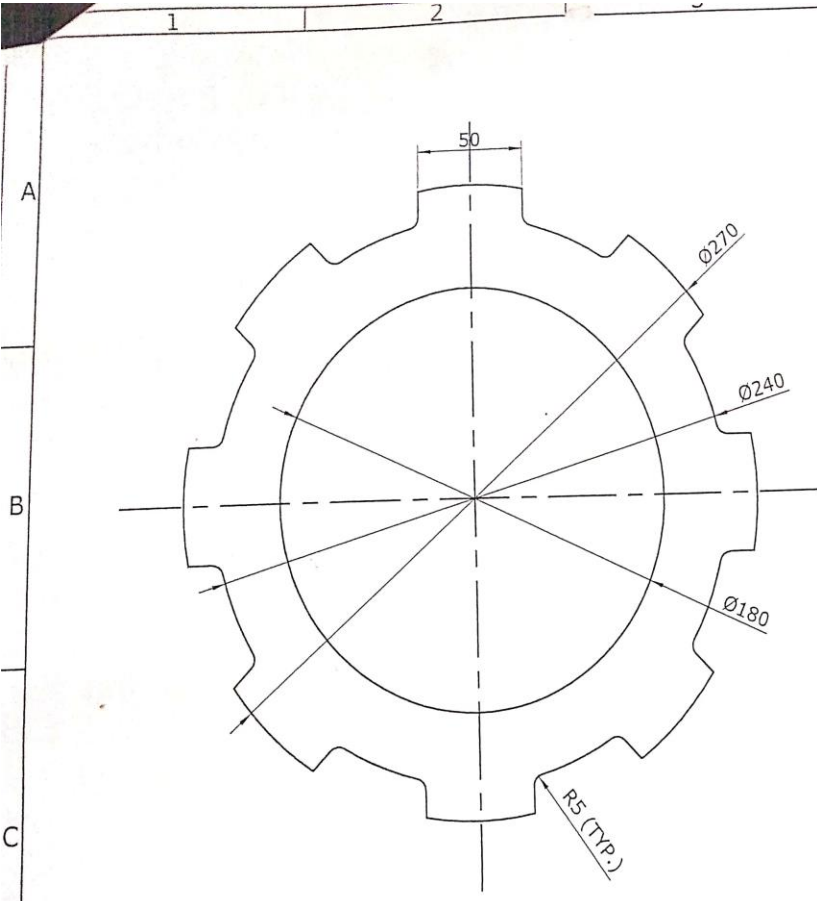
Signature & Stamp of Supplier

- Tenderers are requested to confirm in their tender that material will be supplied strictly as per specifications given in the e-NIT.
- Tenderers are requested to accept all the terms and conditions of e-NIT otherwise their tender may be rejected. Technical check list is uploaded online & acceptance of conditions mentioned in this check list will only be considered.
- Bidder/manufacturer must have specific technical specifications such as IS specification, QAP, testing facility and experience of requisite capacity. Test certificates shall be accepted as per required/latest standard.
- 01 sample shall be sent to Shri Ram Test House, New Delhi/NABL accredited Lab by the inspecting officer for testing of composition as per specifications at supplier's cost.

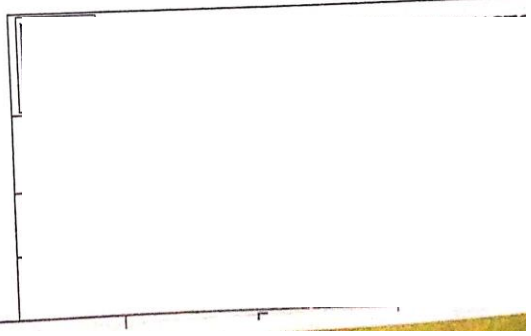
Following Details must be provided by the bidders in the Part-I offer, otherwise the tender is likely to be rejected.

i. P&F (inclusive)	ii. Damage for Delay (applicable)
iii. GST (specify %age)	iv. G/W certificate (applicable)
v. Pre-dispatched Inspection (applicable)	vi. Proof of Transit Insurance (applicable)
vii. Interchangeability Certificate(applicable)	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. Confirmation that material will be supplied strictly as per specifications given in the NIT.	

DRAWING OF CRUSHERS HAMMER (RGTPP, HISAR) ANNEXURE-'B-5'



Wt. = 20.40g
Pattern No. =



IC-4997 Class II

XEN /Proc.-II
PTPS, Panipat

Guarantee / Warranty (RGTPP, HISAR): -

The supplier will submit G/W certificate on NJSP of Rs. 100/- as under
“We confirm that crusher hammers supplied against P.O.
no._____ Dated_____ are guaranteed for crushing of one
lakh fifty thousand MT of coal. Broken hammers alone will be replaced
free of cost to the any extent of failure below one lac MT of coal. This
clause will be equally applicable on such replaced hammers.

Signature of the Supplier

Annexure B-7

**TESTING PROCEDURES FOR TOOTHED CRUSHER RING HAMMERS FOR
RGTPP, HISAR AND DCRTTP, YAMUNA NAGAR**

Sr.no	Component & Operations.	Characteristics	Class	Type of check	Quantum of check		Reference document	Acceptance Norms	Format of record	Agency		Remarks
					M	H				M	H	
1 IN PROCESS INSPECTION												
1.1	Casting of crusher Hammer and Test bar.	Chemical Composition.	Major.	Chemical Analysis.	One sample/Heat		Relevant Material Specifications as per Approved Drg/Sheet/Tech.Spec.	Data	Test Report.	P	V	See Note - 1.
		Heat Treatment.	Critical.	Time and Temp.	100%		Manufacturer's Plant standard to attain required Mech. Properties.		HT Chart.	P	V	
		Bend Test on Test Bar	Critical.	Mech. Test.	One Sample Heat & HT Batch.		Relevant Material Specifications as per Approved Drg/Sheet/Tech.Spec.	Data	Test report.	P	V	
	Crusher Hammer Castings.	Surface Defects & Marking.	Major.	Visual.	100%		Relevant Material Specifications as per Approved Drg/Sheet/Tech.Spec.	Data	IR	P	V	See Note 1&2
		Dimensions.	Major.	Go, No Go gauge check.	100%				IR	P	V	See Note 3
		Weight	Critical.	Measurement.	100%				IR	P	V	See Note 4
		Hardness	Critical	Hardness check.	Min 10% Heat & HT Batch				Test report	P	V	
2 0 Final Inspection												
2 1	Finished Crusher Hammers	Surface Defects, Marking & Dimensions	Major.	Visual & Measurement.	10% of offered lot	10% of offered lot	Relevant Material Specifications as per Approved Drg/Sheet/Tech.Spec.	Data	IR	P	W	See Note 1,2 &3
		Chemical composition.	Major.	Chemical analysis	One Sample/Heat.	One Sample/Heat.			Test report	P	W	See Note 5
		Bend Test on bar.	Critical	Bend Test	One sample Heat & HT batch	One sample Heat & HT batch.			Test Report	P	W	

** M : MAUFACTURER H : HPGCL P : PERFORM V : VERIFICATION W : WITNESS

Sr.no	Component & Operations.	Characteristics	Class	Type of check	Quantum of check		Reference document	Acceptance Norms	Format of record	Agency		Remarks.
					M	H				M	H	
		Hardness.	Critical	Hardness check.	Random 10% of offered lot	Random 10% of offered lot	Relevant Material Specifications as per Approved Drg/Sheet/Tech.Spec.	Data	Test Report	P	W	See Note 7
		Weight.	Critical	Measurement.	Random 10% of offered lot	Random 105% of offered lot	Manufacturer's Plant standard to attain required Mech Properties.		IR	P	W	See Note 4.
		Drop Test.	Critical	Drop Test	Random 1% of offered lot	Random 1% of offered lot	See Note - 6		Test report	P	W	

NOTE:

- Since these are bulk manufactured casting, integral test bars are not feasible. "As cast" Heat number and Manufacturer's Name shall be clearly visible on each casting as well as on the Test Bar.
- Castings should be properly fettled and dressed before inspection. Risers/Runners shall not be removed by gas cutting. Surface cracks & pitting visible to naked eye, are not acceptable.
- Dimension variation shall be as per IS: 4897 class II
- Variation of +/- 3% in weight of each hammer and variation of 1% in weight of each hammer set is allowed.
- Hammer casting used in Drop test are not to be supplied and are to be destroyed in presence of HPGCL representative. As far as possible, samples for witness of chemical test shall be drawn from Hammer Castings used in Drop Test. Balances samples for witness of chemical test for the Heat not covered in Drop test, shall be taken from test Bars.
- Drop Test The Hammer casting shall be kept with its axis in horizontal position, over a steel plate. A dead weight of not less than 100 Kg shall be dropped on the casting from not less than 3 meter height. Any crack or chip off is not acceptable. Further, any significant variation in dimensions is also not acceptable. In case of failure of the first sample, two more samples, for each failed sample, from the same lot, shall be subjected to the drop test. In case of failure in retest, the entire lot shall be rejected.
- Hardness shall be measured by Digital Hardness tester.
- No weld repair on hammer castings is acceptable.
- Manufacturer shall ensure proper surface protection on the castings, prior to dispatch.
- One sample per lot shall be selected by inspecting officer of RGTPP and will be sent to M/s Shri Ram Industrial institute for research, Delhi for checking the chemical composition as per Grade III and additional copper & Titanium and the cost for the same will be borne by supplier.

** M : MAUFACTURER H : HPGCL P : PERFORM V : VERIFICATION W : WITNESS

Note: 01 sample each from DCRTTP material, RGTPP material shall be sent to Shri Ram Test House, New Delhi/NABL accredited Lab by the inspecting officer for testing of composition as per specifications at supplier's cost.

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
 - ii) Bank Account Number
 - iii) Bank Branch Code
 - iv) IFSC Code of Branch
 - v) Nature of account (current/saving/OD/CC)
8. Main lines of Business
 - i. _____ since _____
 - ii. _____ since _____
 - iii. _____ since _____
9. Annual Turnover of past three year
 - i. _____
 - ii. _____
 - iii. _____

10. Past Experience:-

Name of Organization	Period	Reference of Contract	Order Value contract wise

11. Any other

Signature & Stamp of Bidder

Annexure-D

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 / AgMark/ Quality Mark issued from competent authority in State or Central Govt. in respect of the items/ goods mentioned in the tender.</p> <p align="center">OR/AND</p> <p>b) Those who were registered with DGS&D/NSI / GOI Department/ State Govt.Department / GOI PSUs/ State Govt. PSUs in respect of the item/ goods mentioned in the tender.</p> <p>The firm will be required to submit the detailed information in respect of above through an affidavit as per the format enclosed as Annexure-D-I</p>
2	Earnest Money Deposit (EMD)	Exemption on the payment of Earnest Money Deposit (EMD) subjected to fulfillment of conditions as per eligibility	
3	Performance Security	90% concession on performance security as applicable to other Haryana based firm's subject to fulfillment of condition as per eligibility.	
4	Turnover	a) Micro Enterprises: Concession of 80% on turnover condition imposed as qualifying criteria. b) Small Enterprises: Concession of 70% on turnover condition imposed as qualifying criteria	
5	Past performance & Experience	Exempted in respect of Past Performance & Experience as part of requirements of the tender subject to fulfillment of conditions as per eligibility.	
6	Purchase Preference	50% of the total tendered quantity providing quoting price within band of L-1+15% by bringing down their price to L-1 and subject to condition that it agrees to fulfillment of other terms & conditions of the tender and further subject to fulfillment to conditions as per eligibility.	

B. Concessions / benefits to Medium Enterprises:-

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

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

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

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

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

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

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

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

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

Dated:

DEPONENT

VERIFICATION:

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

Dated:

DEPONENT

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

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

I _____ S/o _____ aged _____ residing at _____
 _____ Proprietor / Partner / Director of M/s _____

_____ do hereby solemnly affirm and declare that:-

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

Dated:

DEPONENT

VERIFICATION:

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

Dated:

DEPONENT

Government of Haryana
Department of Industries & Commerce

ORDER

G.O. No. 2/2/2016- 4IBII(2)

Dated: 20/10/2016

Subject: Amendment in Performance Security Deposit of the successful tenderer 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 4I BII 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 DGS&D norms. During the High Powered Purchase Committee Meeting, the various bidding firms had submitted that the amount of Performance Security Deposit being imposed by the State is comparatively higher as compared to other States and its high value is also reflected in the Financial Bids. The tendering firms have further requested to reduce the amount of Performance Security Deposit to the successful tenderer as the cost benefit of the same will be automatically reflected in the pricings of the Goods/ Stores procurement.

Having considered the same, the Government has decided that Performance Security Deposit of the successful tenderer shall be as under:-

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

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

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

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

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

Dated: 19.10.2016

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



HARYANA POWER GENERATION CORPORATION LIMITED

Regd. Office: Urja Bhawan, C-7, Sector- 6, PANCHKULA

(ISO: 9001, ISO: 14001 and OHSAS:18001 Certified Company)

Corporate Identity Number: U45207HR1997SGC033517

Website: www.hpgcl.org.in E-mail: cfo@hpgcl.org.in

Tel. No. 0172-5022421

Fax No. 0172- 5022412

Finance Section

Office Order No: **509** /CAO/HPGCL/FIN-121

Dated: 23.08.2023

Subject:- Negotiation policy of the State for procurement of Works by Contract.

HPGCL is pleased to adopt the order No 14/26/2023-6FA, dated 10.05.2023 of Additional Chief Secretary to Government of Haryana, Finance Department, attached as per **Annex. 'A'** with respect to subject cited matter.

This issue with the approval of Wholetime Directors, HPGCL, in its 81st meeting held on 14.08.2023.

DA/ as above

Pinkey
23/08/2023
Accounts Officer/Finance,
for Chief Accounts Officer,
HPGCL, Panchkula

Endst. No. **780** /CAO/HPGCL/FIN-121

Dated: - 23.08.2023

A copy of the above is forwarded to the following for information and necessary action please.

1. All Chief Engineer's in HPGCL at Projects/Panchkula.
2. Company Secretary, HPGCL, Panchkula.
3. Chief Financial Officer, HPGCL, Panchkula.
4. Chief Accounts Officer, HPGCL, Panchkula.
5. All FA&CAO's in HPGCL at Projects/Panchkula.
6. L.R., HPU's, Shakti Bhawan, Panchkula.
7. OSD to Managing Director, HPGCL, Panchkula.
8. All Deputy Secretary's / Under Secretary's in HPGCL.
9. Xen/IT, HPGCL, Panchkula to upload the same on HPGCL Website.
10. All Sr. Account Officers / Account Officers in HPGCL.

Pinkey
23/08/2023
Accounts Officer/Finance,
for Chief Accounts Officer,
HPGCL, Panchkula

CC:

1. Sr. PS to Chairman, HPGCL for kind information please.
2. Sr. PS to Managing Director, HPGCL, for kind information please.
3. Sr. PS to Director/Finance, HPGCL, for kind information please.
4. Sr. PS to Director/Technical-I, HPGCL, for kind information please.
5. Sr. PS to Director/Technical-II, HPGCL, for kind information please.

HPGCL

-14-

Annexure-1A

Make a presentation before all
concerned.

No. 14/26/2023-6FA

From

The Additional Chief Secretary to Government of Haryana,
Finance Department

MD/HPGCL
16.05.2023

CE/REG

DIR/Techn.
DIR/Res.
C-57/Fin.

To

1. All the Administrative Secretaries to Government Haryana.
2. All the Heads of Departments, Statutory Bodies, Boards and Corporations.
3. The Registrar General, Punjab & Haryana High Court, Chandigarh.
4. All the Commissioners of Divisions, Ambala, Karnal, Faridabad, Gurugram, Hisar and Rohtak.
5. All the Deputy Commissioners and Sub Divisional Officers (Civil) in Haryana.
6. All the Chief Principal Secretary, Principal Secretary and Additional Principal Secretary/Officers on Special Duty/Senior Secretaries/Secretaries/ Private Secretaries for the information of Hon'ble Chief Minister, Deputy Chief Minister and Ministers of Haryana State.

Dated: 10.05.2023

Subject:- Negotiation policy of the State for procurement of Works by Contract.

Sir,

I am directed to invite your kind attention to the subject noted above and inform that the State Government in Finance Department Haryana vide notification bearing no.11/25/2023-1FR/2478 dated 03.02.2023 published in Haryana Government Gazette had finalized Departmental Financial (Haryana Amendment) Rules 2023. Vide the said notification, clarity had been provided about the Competent Authority to whom power are delegated, nature of power and extent of power for consideration and finalization of all type of works by contract.

1. That in the existing procedures of finalization of procurement in respect of works by contract, negotiations of rate can be held only with the L₁ bidder and if the L₁ bidder refuse to accept reasonable rates, there are no option but to go for re-tendering. The process of re-tendering also takes its own time and cannot be afforded in critical works delivery areas. Besides this, there remains a possibility of getting further higher rates in the re-invited tender.

2. That in addition to above, there is also a requirement of uniformity of procedures with regard to price discovery on the basis of L₁ rates and negotiations if any required in respect of all types of procurements of Goods & Stores (both Fixed Purchase and Rate Contract), Turnkey, services and works by contract being made by the State.

3. That the matter has been considered by the State Government and the negotiation policy of the State for procurement of Works by Contract will be as under:-

The price discovery for cases related to procurement of works by contract may be generally determined based on the rates quoted by the L₁ bidder if the quoted rates are found to be reasonable by the Indenting Department/ Organization, and negotiations, if any, held with the lowest bidder.

A. However, negotiation could be held upto four number of such bidder(s), in addition to L₁ bidder in cases where there are bidders falling within 5% of the L₁ bidder. In cases where the L₁ bidder refuses to further reduce his offered price and any of the four bidders come forward to offer a price which is better than the price offered by L₁ bidder, the bidder whose price is accepted becomes the L₁ bidder.

6652
CFMS/Diry No 267 /Director Finance
Dated: 17/05/23

17/05/2023
S. Shankar
Sr. AO / Fin
SO / Fin

6652
CFMS/Diry No 839
SPS/MD/HPGCL
Dated: 16/05/2023

However, in such a situation, the original L1 bidder may be given one more opportunity to improve upon the discovered price. In case, the original L1 bidder further improve upon the price discovered during the negotiations, he would be treated as the L1 bidder.

B. In cases where there is no bidder within 5% of the L1 bidder:-

(i) L2 bidder will be invariably called for negotiation in addition to the L1 bidder.

(ii) L3 bidder will also be called, if it is so decided by the Minister-in-Charge, in addition to L1, L2 bidders."

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

Pawan Kumar
Superintendent Finance Accounts,
for Additional Chief Secretary to Government of Haryana,
Finance Department

Endst No. 14/26/2023-6FA

Dated. 10.05.2023

A copy is forwarded to the following for information and further necessary action:

1. The Principal Accountant General (A&E/Audit), Haryana, Chandigarh
2. The Director General, Supplies & Disposals Department, Panchkula. Original file is enclosed herewith.
3. The Director, Treasuries and Accounts Department, Haryana, Chandigarh.

Sd/-
Superintendent Finance Accounts,
for Additional Chief Secretary to Government of Haryana,
Finance Department

CC:-
In-Charge, Computer Cell (FD).

- 4 -

**Government of Haryana
Finance Department**

To be substitute bearing same number and dated

From No. 14/26/2023-6FA
The Additional Chief Secretary to Government of Haryana,
Finance Department



MD/HPGCL
09/06/2023

Dir. Fin. - I

- To
1. All the Administrative Secretaries to Government Haryana.
 2. All the Heads of Departments, Statutory Bodies, Boards and Corporations
 4. The Registrar General, Punjab & Haryana High Court, Chandigarh.
 5. All the Commissioners of Divisions, Ambala, Karnal, Faridabad, Gurugram, Hisar and Rohtak.
 5. All the Deputy Commissioners and Sub Divisional Officers (Civil) in Haryana.
 6. All the Chief Principal Secretary, Principal Secretary and Additional Principal Secretary/Officers on Special Duty/Senior Secretaries/Secretaries/ Private Secretaries for the information of Hon'ble Chief Minister, Deputy Chief Minister and Ministers of Haryana State.

Dated: 10.05.2023

7952
CFM/Dy. No. 982
SPS/MD/HPGCL
Dated 13/06/2023

Adisum

Subject:- Negotiation policy of the State for execution of Works by Contracts.

Sir,

I am directed to invite your kind attention to the subject noted above and inform that the State Government in Finance Department Haryana vide notification bearing No. 14/25/2023-1FR/2478 dated 03.02.2023 published in Haryana Government Gazette, had finalized Departmental Financial (Haryana Amendment) Rules 2023. Vide the said notification, clarity had been provided about the Competent Authority to whom powers are delegated, nature of power and extent of power for consideration and finalization of all type of works by contract.

Director/Technical
No. 1952 Dt. 13/06/23
CE/Admin.
CE/Fuel
CE/DCRTPP
CE/RGTPP
CE/PTPS
CE/Plg.
CE/REO
CE/Proj.
CE/Regulatory
SE/Tech.
XEN/Tech.
Personal Assistant

1. Subsequently the State Govt. vide its order no. 14/26/2023-6FA dated 10.05.2023 had notified negotiation policy of the State for Procurement of Works by Contract.
2. The matter regarding providing uniformity of procedures with regard to price discovery on the basis of L₁ rates and negotiations, if any, required in respect of all types of procurements of Goods & Stores (both Fixed Purchase and Rate Contract), Turnkey, Services and Works by Contract being made by the State has been under consideration of the State Govt. ever since then.
3. The matter has been considered and the negotiation policy of the State for Procurement Works by Contract as notified vide order no. 14/26/2023-6FA dated 10.05.2023 is substituted as under:-

9215
1 DAIRY NO.
2 DATE 14.06.2023
3 AEE/GENL.
4 SUPDT/GENL.
1 DY. SUPDT/GENL.
ASSTT/GENL. (1)
ASSTT/GENL. (1)

Memo No. 3993
Date 14/06/23
DS/Genl.
DS/T&I
XI NHE STRG
XEN/Recd.

Adisum
Ao Finance




19/6/23
Discussed. Please proceed
22/06/23
SOL

**Government of Haryana
Finance Department**

The price discovery for cases related to execution of Works by Contract by all Government Departments will be decided as under:-


Sr. No.	Nature of power and Extent	To whom delegated and to the extent as provided in Column No. 4 of the notification dated 03.02.2023	Procedure of negotiation in respect of procurements of Works by Contracts
1.	2.	3.	4.
1.	To accept tenders for the execution of all types of works by contract Up to Rs. 25.00 Lakh for each work	(i) Sub Divisional Engineer (ii) Executive Engineer (iii) Superintending Engineer	The price discovery for cases related to procurement of Works by Contract be determined based on the rates quoted by the L1 bidder if the quoted rates are found to be reasonable by the Indenting Department/ Organization, and negotiations, if any, held with the lowest bidder (L1) only. The competent authority will ensure the reasonability of rates while finalizing the procurement. <i>Note: Applicable for Sr. No. 1,2,3,4 and 5(i).</i>
2.	To accept tenders for the execution of all types of works by contract More than Rs. 25.00 Lakh but upto Rs.1.00 Crore for each work-	(i) Executive Engineer (ii) Superintending Engineer (iii) Chief Engineer	
3.	To accept tenders for the execution of all types of works by contract More than Rs. 1.00 Crore but upto Rs.3.00 Crore for each work-	(i) Superintending Engineer (ii) Chief Engineer (iii) Tender Allotment Committee consisting of Head of Department as Chairman, Chief Engineers and Chief Accounts Officer as its Members	
4.	To accept tenders for the execution of all types of works by contract More than Rs. 3.00 Crore but upto Rs.5.00 Crore for each work-	(i) Chief Engineer (ii) Head of Department (iii) Tender Allotment Committee consisting of Head of Department as Chairman, Chief Engineers and Chief Accounts Officer as its Members	

Government of Haryana
Finance Department

5.	To accept tenders for the execution of all types of works by contract More than Rs. 5.00 Crore but upto Rs.10.00 Crore for each work-	(i) Administrative Secretary (ii) Committee consisting of Minister-in-Charge as Chairman, Administrative Secretary and Head of Department as its Members.	
6.	To accept tenders for the execution of all types of works by contract More than Rs. 10.00 Crore but upto Rs.15.00 Crore for each work-	(i) Minister-in-Charge (ii) Committee consisting of Chief Minister as Chairman, Minister-in-Charge, Administrative Secretary and Head of Department as its members as notified vide order No. 14/16/2023-6FA (S&D) dated 05.04.2023.	The price discovery for cases related to procurement of Works by Contract may be generally determined based on the rates quoted by the L1 bidder if the quoted rates are found to be reasonable by the Indenting Department/ Organization, and negotiations, if any, held with the lowest bidder. A. However, negotiation could be held upto four number of such bidder(s), in addition to L1 bidder in cases where there are bidders falling within 5% of the L1 bidder. In cases where the L1 bidder refuses to further reduce his offered price and any of the four bidders come forward to offer a price which is better than the price offered by L1 bidder, the bidder whose price is accepted becomes the L1 bidder.
7.	To accept tenders for the execution of all types of works by contract More than Rs. 15.00 Crore for each work-	Committee consisting of Chief Minister as Chairman, Minister-in-Charge, Administrative Secretary and Head of Department as its members as notified vide order No. 14/16/2023-6FA (S&D) dated 05.04.2023.	However, in such a situation, the original L1 bidder may be given one more opportunity to improve upon the discovered price. In case, the original L1 bidder further improve upon the price discovered during the negotiations, he would be treated as the L1 bidder B. In cases where there is no bidder within 5% of the L1 bidder:- (i) L2 bidder will be invariably called for negotiation in addition to the L1 bidder. (ii) L3 bidder will also be called, if it is so decided by the Minister-in-Charge, in addition to L1, L2 bidders. <i>Note: Applicable for Sr. No. 5(ii), 6 and 7.</i>

Government of Haryana
Finance Department

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

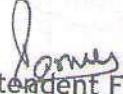

Superintendent Finance Accounts,
for Additional Chief Secretary to Government of Haryana,
Finance Department. *SR*

Endst No.14/26/2023-6FA

Dated : 02.06.2023.

A copy is forwarded to the following for information and further necessary action:

1. The Principal Accountant General (A&E/Audit), Haryana, Chandigarh
2. The Director General, Supplies & Disposals Department, Haryana, Panchkula.
3. The Director, Treasuries and Accounts Department, Haryana, Chandigarh.


Superintendent Finance Accounts,
for Additional Chief Secretary to Government of Haryana,
Finance Department. *SR*


CC:-
In-Charge, Computer Cell (FD).

Endst. No. Ch-175 /GB/ HPGC-266/ 7709

Dated: 16.06.2023

Forwarded in original (substituted order no. 14/26/2023-6FA dated 10.05.2023 regarding Negotiation policy of the State) to Chief Accounts Officer, HPGCL, Panchkula for information and taking further necessary action, please.

Aol/An


Dy. Secy./Genl.
for Chief Engineer/Admn.
HPGCL, Panchkula.

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.

GST DOCUMENTS & COMPLIANCES TO BE MADE BY THE SUPPLIER

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

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

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

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

Documents to be uploaded with the Tender Documents

NIT No.: PTP/POM-200832 Dated:		
Sl. No.	Enclosures/ Documents required As per NIT	Bidder Response (Appropriate option to be ticked & upload on e-portal)
1	Cost of Tender Documents + e-Service Fees: Rs.2,360.00/- (Exemption in Tender document fee is applicable only for MSME, Haryana for manufacturer of similar item)	Yes/ No
2(a)	Earnest Money Deposit (EMD) (EMD amount: Rs.1,34,700/-)	Yes/No
2(b)	EMD Exemption Certificate attached (If applicable, i.e. MSME, Haryana/NSIC Certificate)	Yes/No
2(c)	In case of availing exemption in EMD on account of MSME, Haryana, Annexure-D1&D2 is applicable,	Yes/No
3(a)	The bidder should be Original Equipment Manufacturer/ Supplier (OEM/OES) and must have successfully executed purchase order of supplying same/similar item(s) in HPGCL/NTPC/ any State Electricity Board/any Public Sector Undertaking/any Corporation/Central Govt./ State Government Undertaking/Semi Govt. or any Thermal/Hydel Power Plant during last 07 years ending Febriary-2024 along with copy of satisfactory performance certificate/repeat order from the same organization.	Yes/ No
3(b)	Proof that the bidder has executed at a Single order of the value not less than Rs. 53.86 lacs (Uploaded) along with performance certificate.	Yes/ No
3(c)	Proof that the bidder has executed Two orders, each having value not less than Rs.33.66 Lacs each (Uploaded)	Yes/ No
3(d)	Proof that the bidder has executed Three orders, each having value not less than Rs.26.93 lacseach (Uploaded)	Yes/ No
4	Certificate that firm has not been black listed by any party/ organization. (Uploaded)	Yes/ No
5	Copy of PAN No. (Uploaded)	Yes/ No
6	Copy of GST Registration No. (Uploaded)	Yes/ No
	GST documents and compliances of GST as per Annexure-F (Uploaded)	Yes/ No
	Bidder will have to submit undertaking regarding GST on its letter Head as per PQR Clause 1(f) (Uploaded)	Yes/ No
7	Duly filled and signed Statement of Bidder as per Annexure-C	Yes/ No
8	Scan copy of duly signed tender Document	Yes/ No
9	Certificate of Testing facilities on Firm's letter head, attached. (Uploaded)	Yes/ No
10	Undertaking for acceptance of all terms & conditions of e-NIT. (Uploaded)	Yes / No
11	Technical Specifications ,Quantity & Delivery Schedule Sheet Duly Stamped & Signed as per annexure-B (Uploaded)	Yes / No