

**Haryana Power Generation Corporation Limited (HPGCL)**

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

Corporate Identity No. U45207HR1997SGC033517

Website: - [www.hpgcl.org.in](http://www.hpgcl.org.in)



(An ISO 9001, 14001 & OHSAS 18001 Certified Company)

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

**ISSUED BY:**

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

**NOTICE INVITING e-TENDER**

**e-Tenders in two parts from the eligible firms are invited by Chief Engineer/Planning, HPGCL, Shakti Bhawan, Panchkula (Haryana) for supply of the material detailed as under:-**

<b>Sr. No.</b>	<b>NIT No.</b>	<b>Brief Scope of Work</b>	<b>Last Date of Submission</b>
1.	38/CE/PLG/Biomass Pellets/ST-391 dated 21.10.2024	e-Tenders in two parts from the eligible firms are invited for supply and delivery of 02 Lakh MT agro residue based torrefied bio-mass pellets (minimum 50% raw material as Stubble/Straw/Crop Residue of Rice Paddy) for a period of 01 year and extendable for another 01 year upto 01 Lakh MT (as per requirement of HPGCL) to HPGCL at its Thermal Power Plants located at PTPS Panipat, RGTPP Khedar Hisar & DCRTTP Yamuna Nagar.	<b>11.11.2024 Upto 13:00 Hrs</b>

Tender Documents may be downloaded from Website <https://etenders.hry.nic.in>. For view download and any other updates regarding this Tender, kindly check [www.hpgcl.org.in](http://www.hpgcl.org.in). Tender Fee & e-Service Fee (non-refundable) is to be paid online. Tender is to be submitted online.

**Chief Engineer/ Planning,  
Plot No. C-4, Shakti Bhawan, HPGCL  
Sector-6, Panchkula, Haryana- 134109.  
E-mail: [ceplg@hpgcl.org.in](mailto:ceplg@hpgcl.org.in)**

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

Haryana Power Generation Corporation Limited (HPGCL) was incorporated as a company on 17th March 1997 having the responsibility of operating and maintaining generation projects. HPGCL has three Thermal Power Stations viz 2x600 MW, Rajiv Gandhi Thermal Power Plant (RGTPP), Khedar, Hisar, 2x300 MW, Deen Bandhu Chhotu Ram Thermal Power Plant (DCRTPP), Yamuna Nagar and 1x210 MW + 2x250 MW, Panipat Thermal Power Station (PTPS), Panipat.

HPGCL intends to purchase 02 Lakh MT agro residue based Torrefied bio-mass pellets (minimum 50% raw material as Stubble/Straw/Crop Residue of Rice Paddy) for a period of 01 year extendable for another 01 year upto 01 Lakh MT (as per requirement of HPGCL) for co-firing with coal at its Thermal Power Stations. RGTPP is situated at Village- Khedar at approx. 30 km distance from Hisar. DCRTPP, Yamuna Nagar is located at approx. distance of 10 km from main city of Yamuna Nagar and PTPS is situated at Village Assan approx. 14 Km from Panipat City.

E-tenders / online bids are invited in two parts by the office of CE/Planning, HPGCL, Plot No. C-4, Shakti Bhawan, Sector-6, Panchkula as per details given below:-

**ONLINE NOTICE INVITING TENDER**

<b>Tender Enquiry No.</b>	38/CE/PLG/Biomass Pellets/ST-391 dated 21.10.2024
<b>Description of Work</b>	Supply and delivery of 02 Lakh MT agro residue based Torrefied Biomass Pellets (minimum 50% raw material as Stubble/Straw/Crop Residue of Rice Paddy) for a period of 01 year extendable for another 01 year upto 01 Lakh MT (as per requirement of HPGCL) at coal based thermal power plant of HPGCL at following locations:- 1. PTPS, Panipat 2. RGTPP, Khedar, Hisar. 3. DCRTPP, Yamuna Nagar
<b>Start date and time of tender downloading</b>	21.10.2024 after 21:00 Hrs
<b>Last date &amp; time for submission of tender</b>	11.11.2024 upto 13:00 Hrs
<b>Due date &amp; time of opening of Technical Bid / Part-I tender</b>	14.11.2024 upto 13:00 Hrs
<b>Tender Fees (Non-refundable)</b>	Rs. 1180/- (including 18% GST)
<b>e-service Fees (Non-refundable)</b>	Rs. 1180/- (including 18% GST)
<b>Earnest Money Deposit (EMD)</b>	Not Applicable
<b>Instructions to Bidders for Online Electronic Tendering System</b>	Section-1 (Page no. 4 to 9)
<b>Instructions to Bidders</b>	Section-2 (Page no. 10 to 13)
<b>Pre Qualifying Requirements</b>	Section-3 (Page no. 14 to 15)
<b>General Information</b>	Section-4 (Page no. 16 to 17)
<b>Scope of Work</b>	Section-5 (Page no. 18 to 31)
<b>Inspection/ GST</b>	Section-6 (Page no. 19 to 34)
<b>General Terms &amp; Conditions</b>	Section-7 (Page no. 35 to 41)
<b>Statement of Bidders</b>	Section-8 (Page no. 42 to 43)
<b>General Checklist for Bidders</b>	Section-9 (Page no. 44)
<b>Price Bid (Part-II)</b>	Section-10 (Page no. 45 to 46)
<b>Annexure-I to VII</b>	Page no. 47 to 54

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

## **Section-1**

# **INFORMATION REGARDING ONLINE PAYMENT OF TENDER DOCUMENT, E-SERVICE & EMD FEE AND BID SUBMISSION.**

## **Section-1**

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

#### **Information Regarding Online Payment of Tender Document, eService Fee.**

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

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

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

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	Last date & time for bid submission
1	-----	Downloading of Tender Documents, Bid Preparation & submissions	21.10.2024 after 21:00 Hrs	11.11.2024 upto 13:00 Hrs
2	Pre-Bid Conference	---	28.10.2024 at 12:00 Hrs	---
3	Technical Opening (Part-I)	---	14.11.2024 at 13:00 Hrs	---
4	Shortlisting/Qualifying of Technical bids & Opening of Price Bid	---	Will be intimated to the firms through e-mail/fax.	

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

#### **1. Registration of bidders on procurement Portal**

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

#### **2. Conditions/Procedure for submission of tender**

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

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

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

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

### **Download of Tender Documents:**

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

### **Key Dates:**

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

### **Bid Preparation (Technical & Financial) online Bids:**

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

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

### **NOTE:-**

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

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

- 1. Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Procurement Portal.**
- 1.1 Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/ GNFC/ IDRBT/ MtnlTrustline/ SafeScrt/ TCS.
- 1.2 Bidder then logs into the portal giving user id / password chosen during enrollment.
- 1.3 The e-token that is registered should be used by the bidder and should not be misused by others.
- 1.4 DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
- 1.5 The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
- 1.6 After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
- 1.7 The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
- 1.8 If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
- 1.9 Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
- 1.10 The bidder reads the terms and conditions and accepts the same to proceed further

to submit the bids.

- 1.11 The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
- 1.12 There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
- 1.13 It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
- 1.14 The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
- 1.15 The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
- 1.16 At the time of freezing the bid, the e-Procurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
- 1.17 After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
- 1.18 Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
- 1.19 The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
- 1.20 The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
- 1.21 All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
- 1.22 During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
- 1.23 The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

## **2. Obtaining a Digital Certificate:**

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

- 2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – [etenders.hry.nic.in](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 or may obtain information and application format and documents required for the issue of digital certificate from:  
M/s Nextenders (India) Pvt. Ltd.  
O/o. DS&D Haryana,  
SCO – 09, IIInd Floor,  
Sector – 16, Panchkula – 134108  
E - mail: [chandigarh@nextenders.com](mailto:chandigarh@nextenders.com)  
Help Desk: 1800-180-2097 (Toll Free Number)
- OR  
ANY OTHER AUTHORIZED  
PROVIDER /SUPPLIER
- 2.4 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt the data and sign the hash during the stage of bid preparation & hash submission. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).
- 2.5 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- 2.6 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
- 2.7 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.
- 3 Opening of an Electronic Payment Account:**  
Tender document can be downloaded online. Bidders are required to pay the tender documents fees online using the electronic payments gateway service. For online payments guidelines, please refer to the Home page of the e-tendering Portal <https://etenders.hry.nic.in>.
- 4 Pre-requisites for online bidding:**  
In order to bid online on the portal <https://etenders.hry.nic.in>, the user machine must be updated with the latest Java. The link for downloading latest java applet is available on the Home page of the e-tendering Portal.
- 5 Online Viewing of Detailed Notice Inviting Tenders:**  
The bidders can view the detailed NIT and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <https://etenders.hry.nic.in>.
- 6 Download of Tender Documents:**  
The tender documents can be downloaded free of cost from the e-Procurement portal <https://etenders.hry.nic.in>.



**7 Key Dates:**

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

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

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

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

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

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

**NOTE:-**

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

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

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

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

## **SECTION-2**

# **INSTRUCTIONS TO BIDDERS**

## **Section-2**

### **INSTRUCTIONS TO BIDDERS**

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

- 10.7 HPGCL reserve the right to place purchase order on more than one firm on the final negotiated prices of lowest one bidder.
- 10.8 Tender shall be submitted online only in prescribed format and shall be considered completely as part of the contract document in case of successful bidder. The bidder will sign each & every page of the tender documents before uploading the same.
- 10.9 Bid of a firm, not in conformity with any clause of scope of work / terms & conditions / remuneration / penalties etc. of tender, is liable for rejection.
11. **Earnest Money Deposit (EMD):** Not Applicable.  
However, bidder will have to submit Bid Security Declaration as per attached format (**Annexure-I**).
12. **General Information:-**
- 12.1 The bidder shall keep the details of specifications / bid documents as confidential and they shall not be reproduced anywhere without the written authorization of HPGCL.
- 12.2 Direct or indirect canvassing on the part of the bidder or their representative will lead to disqualification from participation in the tender.
- 12.3 The offer of bidder to HPGCL shall be deemed to constitute an agreement between the bidder and HPGCL, whereby each tender shall remain open for acceptance by HPGCL. The bidder shall agree for neither to withdraw his offer nor to impair or derogate the same. If bidder is notified during the period of validity of tender that his tender has been accepted by HPGCL, he shall be bound by the terms of agreement constituted by his tender and such acceptance thereof by HPGCL shall be a Part of formal contract even if it is signed later by firm and HPGCL or agreement is replaced by HPGCL.
- 12.4 Bidder must not have any conflict of interest with HPGCL and the bidder must disclose in its bid the list of works being executed with HPGCL at present. Accordingly, HPGCL shall reserve the right to reduce the existing or proposed scope of work of the bidder.
13. Haryana based Micro, Small and Medium Industrial Enterprises (MSME) shall be provided exemptions/concessions in EMD/Bid Security, performance security and financial criteria etc. as per the Haryana State Public Procurement policy for MSME-2016 issued vide orders no. G.O. No.- 2/2/2016-41B11 (1) dated 20.10.2016 & G.O. No.-2/2/2016-41B11 (2) dated 20.10.2016. For exemption the bidders has to upload with Techno-commercial bid (Part-I) the format of affidavits annexed with the above referred order (Policy) for concessions (**Annexures of the Policy** are attached as **Annexure-II & III**). The benefit as above to MSEs shall be available only for Goods/Services produced & provided by MSMEs.
14. **Cartel Formation:-** Cartel formation is against the basic principle of competitive bidding and defeats the very purpose of open and competitive tendering system. Such practices shall be severely discouraged and dealt with stern action which includes suitable administrative action, like rejecting the offers, reporting the matter to appropriate authority to take suitable actions against such firms.
15. **Validity of Price Bid:-** The validity of price bid shall be 180 days from the date of opening of Part-II i.e. 'Price Bid'.
16. **Deviations:-** No deviation on the specifications, terms & conditions of bid, scope of work, remuneration & penalties etc. of tender shall be accepted. Once bidder submits the tender online, it is presumed that all the terms & conditions are accepted.
17. **Corrupt or fraudulent practices**  
HPGCL requires that Bidders should observe highest standard of ethics during the execution of contract and that the Bidders / Contractors do not indulge in corrupt or fraudulent practices. In pursuance of this policy, HPGCL defines for the purposes of this provision, the terms corrupt practice and fraudulent practice as follows:

- i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;
  - ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the HPGCL, and includes collusive practice among bidders (prior to or after tender submission) designed to establish tender prices at artificial, non-competitive levels and to deprive HPGCL of the benefits of free and open competition;
  - iii. HPGCL will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
  - iv. HPGCL will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a HPGCL contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a HPGCL contract.
18. HPGCL reserves the right to cancel the NIT or to change qualifying requirement or to reject any or all the tenders so received without assigning any reason.

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

## **Section-3**

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

### **Section-3**

#### **PRE QUALIFYING REQUIREMENTS (PQRS) / ELIGIBILITY CONDITIONS FOR THE BIDDERS**

##### **A. ELIGIBILITY CRITERIA:**

- i. Any individual above 21 years can participate in the tender (Participant must submit the GSTIN registration before opening of Part-II of bids). However, there is no limit of age in the case of a firm/consortium. Bidder(s) must have GSTIN registration in the name of Bidding Firm.
- ii. Bidder shall be of Indian nationality AND/ OR a Company/ Sole Proprietorships/ Partnerships / Limited Liability Partnerships /Consortium / Cooperative Societies registered in India AND / OR Non-Resident Indians/ Person of Indian Origin AND / OR a Multinational Company having its registered office in India/Overseas Corporate Bodies having its registered office in India.
- iii. Pellet Manufacturing Plant of the Bidder shall be situated in the State of Haryana. The Bidder shall declare the location of their Pellet Manufacturing Plant along with other declarations as per **Annexure-IV**.

##### **B. NON-BLACKLISTING CERTIFICATE:**

The bidder should certify that it has not been blacklisted by any organization as on date of submission of bid in the format attached (**Annexure-V**). 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.

- C.** The past performance of the contracts of the bidder, if any, shall be evaluated before considering its bid. Bidder will submit Performance affidavit as per **Annexure-VI**.

- D. EARNEST MONEY DEPOSIT:** Not Applicable. However, bidder will have to submit Bid Security Declaration as per attached format (**Annexure-I**).

##### **E. DISQUALIFICATION OF THE BIDDER:-**

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 as proof of the qualification requirements.

Notwithstanding anything stated above, HPGCL reserves the right to assess the tenderer's capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of the HPGCL. In this regard the decision of HPGCL will be final.

##### **F. EVALUATION CRITERIA OF BIDS:**

The quoted prices should be FOR destination i.e. stock yard of Rajiv Gandhi Thermal Power Plant (RGTPP) Khedar Hisar, Deen Bandhu Chhotu Ram Thermal Power Plant (DCRTPP), Yamuna Nagar and Panipat Thermal Power Station (PTPS), Panipat. The prospective bidders are requested to quote the prices as per the format given in Price-Bid (Part-II)-Section-10.

A bidder can bid for the quantity only in multiple of 10 TPD and can offer to supply a minimum of 20 TPD (Tonnes per day) of Torrefied Biomass Pellets at one plant location. Bidder(s) quoting quantity less than 20 TPD shall be rejected. Bidders have options to quote for supply and delivery of pellets to any above mentioned single or multiple power plants.

**Note:-** To adopt multi-vendor approach, as per recommendation of CAQM, HPGCL reserves the right to place multiple orders to bidders at L1 prices of respective Power Plant to keep supply chain alive. The bid comparison shall be done on Rupees per 1000 Kcal basis.

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

## **Section-4**

# **General Information**



## **Section-4**

### **GENERAL INFORMATION.**

1. Majority of power plants of HPGCL is running on coal. To reduce greenhouse gas emission from its coal based power plants, HPGCL intends to utilize paddy straw and other agro residue based torrefied pellets along with coal for power generation through biomass co-firing which is a technology recognized by UNFCCC to mitigate carbon emission. It is worth mentioning that equivalent amount of CO<sub>2</sub> (carbon-dioxide) emitted from combustion of agro residue based torrefied biomass pellets in power plant gets absorbed in next crop cycle by photosynthesis, so CO<sub>2</sub> emission from agro residue based torrefied pellets combustion does not increase CO<sub>2</sub> concentration in atmosphere and thus it is also termed as carbon neutral fuel which is a renewable source of energy.

Further, CO<sub>2</sub> emission from diesel and electricity consumption for paddy straw collection, processing and transportation is very negligible as compared to saving in CO<sub>2</sub> emissions from its utilization in large coal fired power plants having higher efficiency which makes biomass co-firing a greener alternative. In addition to reducing carbon emission from coal based power plant, the utilization of paddy straw residues based torrefied pellets in the power plant will also reduce air pollution due to burning of stubble in the fields by farmers which was the trigger for this initiative by HPGCL as a responsible organization.

2. Stubble burning in fields emits large amount of ash/soot/unburnt carbon to the atmosphere which is the real cause of air pollution and elevates the PM 2.5 and PM 10 level in atmosphere. When agro residue based fuel is utilized in coal fired power plants, it burns completely in power plant and ash emitted from its combustion gets absorbed in Electro Static Precipitator (ESP) which prevents the air pollution while generating power from it. Based on the feedback received from farmers, it is learnt that farmers burn stubble as they find it as cheapest, quickest and easiest means to prepare the land for next crop in view of short time available. Stubble burning in fields also reduces soil fertility and farmers do not willingly burn stubble but they have no other alternative too.
3. Therefore, utilization of paddy straw residues based fuel in form of torrefied pellets in coal power plants shall create a huge market for it and provide a quickest, easiest and more economical alternative to the farmer which shall discourage stubble burning in fields causing air pollution. This shall also generate employment opportunities and farmer's income.
4. HPGCL at its discretion may increase/decrease the quantity of biomass pellets to be supplied, keeping in view of its future requirements.

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

# **Section-5**

## **Scope of Work**

## Section-5

### SCOPE OF WORK

#### TECHNICAL SPECIFICATIONS FOR PADDY STRAW BASED TORREFIED BIOMASS PELLETS

SN	Description/ Clause																																																									
1.	<p><b>Scope of Work</b></p> <p>1.1 The scope of work under this package shall include supply, loading, transport, and delivery of material at the Power plant as per the guaranteed parameters mentioned in clause 1.2 of the bid document.</p> <p><b>Details of Material and supply duration:</b> The quantity of torrefied pellets to be supplied by the bidder(s) shall be as under:-</p> <p style="text-align: center;"><b>Table-A</b></p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px auto;"> <thead> <tr> <th colspan="3" style="text-align: center;">Plant wise Quantity of Biomass pellets to be procured</th> </tr> <tr> <th style="width: 50%;"></th> <th style="width: 25%;">Annual Quantity in Metric Ton (MT)</th> <th style="width: 25%;">Per Day Quantity in Metric Ton Per Day (MTPD)</th> </tr> </thead> <tbody> <tr> <td><b>PTPS, Panipat</b></td> <td style="text-align: center;">70,000</td> <td style="text-align: center;">191.78 (192)</td> </tr> <tr> <td><b>DCRTPP, Yamuna Nagar</b></td> <td style="text-align: center;">50,000</td> <td style="text-align: center;">137</td> </tr> <tr> <td><b>RGTPP, Hisar</b></td> <td style="text-align: center;">80,000</td> <td style="text-align: center;">219.17 (219)</td> </tr> <tr> <td style="text-align: center;"><b>Total</b></td> <td colspan="2" style="text-align: center;"><b>2,00,000</b></td> </tr> <tr> <td colspan="3" style="text-align: center;"><b>Total Quantity = 02 Lakh MT</b></td> </tr> </tbody> </table> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1. HPGCL may extend the purchase order for another one year to procure 01 lakh MT in 2<sup>nd</sup> year subject to satisfactory performance of the firm and requirement of HPGCL.</li> <li>2. Per day quantity in MTPD has been calculated by dividing annual ordered quantity by 365.</li> <li>3. The daily requirement (in case of variation) would be intimated to successful bidder by respective Plant based on the actual plant load factor and requirement of the Power plant.</li> <li>4. HPGCL may re-allocate quantity among HPGCL plants as per requirement.</li> </ol> <p><b>1.2 Table-1: Technical Specification for Agro residue-based Pellet.</b></p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px auto;"> <thead> <tr> <th style="width: 5%;">Sl. No</th> <th style="width: 30%;">Technical Data</th> <th style="width: 10%;">Unit</th> <th style="width: 55%;">Specification for Torrefied Pellets</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>Base Material</td> <td style="text-align: center;">n. a.</td> <td>Agro Residue / Crop Residue (wood based pellets will not be acceptable)</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>Diameter</td> <td style="text-align: center;">mm</td> <td>Not more than 25mm No other dimension should exceed 35 mm</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>Bulk Density</td> <td style="text-align: center;">Kg/m<sup>3</sup></td> <td>Not less than 600</td> </tr> <tr> <td style="text-align: center;">4.</td> <td>Fines%(Length&lt; 3mm) (ARB*)</td> <td style="text-align: center;">wt%</td> <td>Fines&lt;=5%</td> </tr> <tr> <td style="text-align: center;">5.</td> <td>Moisture (ARB)*</td> <td style="text-align: center;">wt%</td> <td>Not more than 14%</td> </tr> <tr> <td style="text-align: center;">6.</td> <td>Gross Calorific Value(ARB)**</td> <td style="text-align: center;">Kcal/Kg</td> <td>Torrefied: 3400-5000</td> </tr> <tr> <td style="text-align: center;">7.</td> <td>Hard Groove Grindability Index (HGI)</td> <td></td> <td>Not less than 50</td> </tr> <tr> <td style="text-align: center;">8</td> <td>Volatile Content***</td> <td style="text-align: center;">%</td> <td>Should be below 22% (for PTPS, Panipat only)</td> </tr> </tbody> </table>	Plant wise Quantity of Biomass pellets to be procured				Annual Quantity in Metric Ton (MT)	Per Day Quantity in Metric Ton Per Day (MTPD)	<b>PTPS, Panipat</b>	70,000	191.78 (192)	<b>DCRTPP, Yamuna Nagar</b>	50,000	137	<b>RGTPP, Hisar</b>	80,000	219.17 (219)	<b>Total</b>	<b>2,00,000</b>		<b>Total Quantity = 02 Lakh MT</b>			Sl. No	Technical Data	Unit	Specification for Torrefied Pellets	1.	Base Material	n. a.	Agro Residue / Crop Residue (wood based pellets will not be acceptable)	2.	Diameter	mm	Not more than 25mm No other dimension should exceed 35 mm	3.	Bulk Density	Kg/m <sup>3</sup>	Not less than 600	4.	Fines%(Length< 3mm) (ARB*)	wt%	Fines<=5%	5.	Moisture (ARB)*	wt%	Not more than 14%	6.	Gross Calorific Value(ARB)**	Kcal/Kg	Torrefied: 3400-5000	7.	Hard Groove Grindability Index (HGI)		Not less than 50	8	Volatile Content***	%	Should be below 22% (for PTPS, Panipat only)
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		<p>* ARB - As Received Basis                      ** GCV ranges are indicative.</p> <p>*** <b>Volatile matter for supplies to PTPS, Panipat should be below 22% as per revised Policy for Biomass Utilization as it has ball and tube mills.</b></p> <p><b>1.3 Mode of transportation:</b></p> <p>a) The default mode of transportation is covered truck with the waterproof arrangement, however, the supplier may also offer transport by rail mode with the prior consent of the respective power plant management.</p> <p>b) Unloading shall be in the scope of Power Plant provided material is loosely filled in the Carriage vehicle. Carriage vehicles should be fully covered and waterproofed during transportation to prevent the material from rain, sunlight and dust aspects.</p> <p>c) The Supplier may supply the material i.e. Biomass pellets packed in bags. In that case, the supplier shall unload the material at his own cost and extra charges, if any, shall be borne by the supplier.</p> <p>1.4 Before unloading, samples shall be tested for moisture content. However, the HGI report shall be submitted by the Supplier with each carriage vehicle/consignment at the time of supply.</p> <p>1.5 Demurrage, if any, on the carriage vehicle for reasons attributable to the Supplier will be borne by the Supplier.</p>
2.	<b>Raw Material for Pellet Manufacturing</b>	<p>a. Base material for pellet manufacturing shall be agro residue which means the leftover portion of the agriculture produce such as stubble/straw/stalk/husk of those agro residues which are surplus and not being used as animal fodder such as paddy, soya, arhar, gwar, cotton, gram, jawar, bajara, moong, mustard, sesame, til, maize, sunflower, jute, coffee, etc., as well as groundnut shell, coconut shell, castor seed shell, etc., bamboo and its by-products (e.g. bamboo chips, cuttings, bamboo dust, etc.), pine cone/needle, elephant grass, sarkanda and horticulture waste such as dry leaves and trimmings generated during the maintenance and pruning of trees and plants.</p> <p>b. <u>Agro residue (Paddy straw) should be sourced from Haryana.</u></p> <p><b>Use of minimum 50% raw material as stubble /straw/crop residue of rice paddy sourced from Haryana only is mandatory.</b></p> <p>In this regard, the firm will make payments to the farmers directly through Agriculture &amp; Farmers Welfare Department portal <a href="http://agriharyana.gov.in">agriharyana.gov.in</a> and the firm will submit documentary proof along with bill in this regard as and when the paddy straw is purchased.</p> <p>In case the ibid portal is not fully functional/operative, then the firm shall be allowed to procure paddy straw directly from the farmers/aggregators and will have to submit documentary evidence (from where the paddy straw has been sourced) in the form of Certificate from Assistant Agriculture Engineers at District Level as per the Agriculture and Farmers Welfare Department memo no. 2123-44/JD(AE) dated 01.07.2022.</p>

		<p>Further, the firm will comply with Govt. of Haryana notification no. 609-Agri.-II (I)-2023/1811 dated 13.03.2023 regarding Common Determined Rates for procurement of paddy straw (Parali).</p> <p>However, any directions / notification issued by GoH subsequently, in this regard, shall supersede the above.</p> <p>c. Agro residue-based biomass pellets can be manufactured by mixing single or multiple base materials together.</p> <p>d. Mixing material such as by-products of woodwork factory like wood chips, sawdust, furniture waste, etc., bagasse, press mud, molasses, bamboo dust, or natural additives/binder such as lignin, starch, and animal dung may also be used with agro residue in limited proportion to enhance material properties and the same shall be explicitly mentioned by the supplier in consignment details.</p> <p>e. Wood obtained from tree cutting shall not be treated as agro residue and shall be not be used as base material or for mixing purposes whatsoever.</p> <p>f. The Supplier shall mention the name(s) of agro/crop residue(s) used for manufacturing torrefied pellets and their approximate proportion in consignment details during the dispatch of material.</p> <p>g. Natural additives/binder such as lignin, starch, animal dung, etc. can be used for manufacturing torrefied pellets if required and the same shall also be explicitly mentioned by the supplier in consignment details.</p> <p>h. Power plant reserves the right to exclude any base material/additive/ binder or modify their proportion if any adverse impact of the base material/ additives/binder is found on the boiler in long run.</p>										
3.	<b>Period of Contract</b>	<p><b>3.1 Period of contract:</b></p> <p><b>A) Supply Duration:</b></p> <p>i. The period of contract shall be one (01) year from the date of issuance of Purchase Order. Further, after award, if the supplier is not able to supply the allocated quantity of pellets to Plant due to any reason attributed to Plant or reason mentioned in force majeure clause, an additional grace period as under shall be provided to the supplier to supply leftover quantity out of the total allocated quantity of pellets:</p> <table border="0" data-bbox="649 1800 1299 2002"> <thead> <tr> <th><b>Reduced Supply period</b></th> <th><b>Grace period</b></th> </tr> </thead> <tbody> <tr> <td>&lt; 15 days</td> <td>Nil</td> </tr> <tr> <td>&gt;15 days but ≤1 month</td> <td>1 month</td> </tr> <tr> <td>&gt;1 month but ≤2 months</td> <td>2 months</td> </tr> <tr> <td>&gt;2 months but ≤3 months</td> <td>3 months</td> </tr> </tbody> </table> <p>ii. Further, period of contract can be extended for upto one (01) year on same terms &amp; conditions of this NIT/PO, subject to satisfactory performance of the firm and as per requirement of HPGCL. Price of biomass pellets in second year of supply shall be determined as per the price escalation formula, given in Clause 4.3 of this e-NIT.</p> <p><b>B) Delivery Commencement:</b></p> <p>The supplier shall start delivery of material after issuance of Purchase Order.</p>	<b>Reduced Supply period</b>	<b>Grace period</b>	< 15 days	Nil	>15 days but ≤1 month	1 month	>1 month but ≤2 months	2 months	>2 months but ≤3 months	3 months
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		<p><b>3.2 Delivery Address:</b></p> <p>The consignment of torrefied biomass pellets shall be delivered to the following address:-</p> <ul style="list-style-type: none"> <li>a) PTPS, Panipat</li> <li>b) RGTPP, Hisar</li> <li>c) DCRTPP, Yamuna Nagar</li> </ul> <p><b>3.3 Delivery Schedule:</b></p> <p>Default delivery schedule shall be the quantity allocated to the supplier for the supply of pellets on a daily basis, based upon the annual ordered quantity. Accordingly, the supplier shall deliver that quantity of pellets to the Plant site.</p> <p>There should be continuous offtake of the biomass by the plant as per the terms of the contract. However, HPGCL reserves the right to take appropriate action including stoppage of supply of biomass pellets, if at any stage, it is felt that there is violation of any clause of NIT. Further, if supply is stopped for more than 7 days, then mobilization period of upto 7 days shall be given to the Supplier for resuming the supply.</p> <p>Although the Supplier shall supply the pellets as per the above delivery schedule, however, the supplier shall have the flexibility to supply the material in higher quantity than the delivery schedule on mutual consent basis to meet the annual supply requirement. In such a case, the supplier shall give one-week advance intimation to the Plant site and the site shall give the consent to supply material in higher quantity after assessing traffic congestion or other aspects as required.</p> <p>Power Plant can also give a reduced daily delivery schedule to the supplier by giving one-week advance notice through the official e-mail ID of the Engineer-in charge or e-mail ID of any other person authorized by him and the supplier shall dispatch the consignment accordingly.</p> <p>Maximum variation in Biomass monthly offtake of Plants shall be within <math>\pm 15\%</math> of the contracted quantity.</p> <p>In case, if a Plant is not able to offtake the contracted quantity of Biomass in a given period due to technical/non-technical reasons, it may be either stored at Plant end or diverted to other plant of the same organization OR the period of supply in the same plant may be extended without LD.</p> <p>In case of diversion, price of pellets quoted for the plant where pellets are diverted shall be applicable. Further, if distance from supplier works to the diverted plant is within <math>\pm 10\%</math> of the distance of destination plant from supplier works, the price will remain same. However, in case of distance from supplier works to the diverted plant is more than 10% of the distance of destination plant, then supplier will get proportional compensation for transportation cost assuming 20% of the landed cost of pellet of that consignment at destination plant as total transportation cost.</p>
4.	<b>Price &amp; its Effectiveness</b>	<p><b>4.1 Price Basis:-</b> Free on Road/Rail at Plant Site Stores.</p> <p><b>4.2 Freight charges:-</b> The materials shall be dispatched by road on "Freight paid" basis through supplier's transporter.</p>

#### 4.3 Price Escalation:

i) Price Escalation shall be allowed from 2nd year onwards from date of first supply by the firm.

ii) FOR destination Prices quoted by the Supplier shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labour, Diesel, Electricity, cost of raw material in accordance with the procedures specified below:

It is understood that the price component of the items for any shipment/dispatch comprises of a fixed portion (designated as 'F' and the value of which is specified hereunder) and a variable portion linked with the indices for raw material, labour, Diesel, Electricity (description and co-efficient as enumerated below).

The amount of price adjustment towards variable portion payable/recoverable on each shipment/dispatch shall be computed as under:

$$EC = EC1 - EC0$$

EC1 will be computed as follows:

$$EC1 = EC0 \{ F + a \times (A1/A0) + b \times (B1/B0) + d \times (D1/D0) + Lb \times (L1/L0) \}$$

Where,

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

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

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

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

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

b = Co-efficient Electricity, it shall be 0.17

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

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

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

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

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

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

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

**Note:** As per Office of Economic Advisor

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

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

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

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

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

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

**Note: The Bidder shall submit the details regarding Price Adjustment as per Annexure-VII along with Bid. It would be used for calculation of price adjustment for supply of material from 2<sup>nd</sup> year onwards from date of first supply by the bidder.**

#### **4.4 Security Deposit:**

Security Deposit shall be Rs. 5000/- (Rupees Five thousand) per MTPD quantity per year of supply period. For example, for 100 MTPD awarded quantity, Security Deposit shall be Rs 5,00,000/- (Five Lakh only). Supplier shall deposit a minimum of 25% of total Security Deposit amount within 30 days of issue of Purchase Order and the remaining amount shall be recovered from running bill @ 10% of the Basic value of bills subject to maximum Security Deposit (SD).

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

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

**Note:** Security Deposit may be submitted in any of the following forms:

- a. A crossed Demand Draft/ Bankers Cheque drawn in favour of Plant payable at respective Location.
- b. An irrevocable Bank Guarantee as per the Plant standard format from any Nationalized Bank/ Scheduled Bank as acceptable to Plant owner.

#### **4.5 Liquidated Damages (LD):**

The supplier shall start delivery of material after issuance of Purchase Order.

**4.5.1** No Liquidated Damage shall be levied for initial 90 days. Hence, Liquidated Damage shall become



		<p>applicable from 91<sup>th</sup> day from the date of issue of the Purchase Order.</p> <p><b>4.5.2</b> Liquidated Damage (LD) shall not be applicable for short supply up to 15% in a month against aggregate of daily delivery schedule in that month for the respective plant. However, for monthly short supply beyond 15%, liquidated damage (LD) shall be recovered from supplier @ 5% of price of the biomass pellets for shortfall quantities.</p> <p><b>4.5.3</b> In case supply of biomass pellets is stopped for more than 07 days by HPGCL, then mobilization period of upto 07 days shall be given to the Supplier for resuming the supply. The period, including stoppage of supply period and mobilization period, shall be treated as 'No LD period'.</p> <p><b>4.5.4</b> Although the Supplier shall supply the material as per quantity ordered to supply on a daily basis (i.e. XXX MT per day for respective Plant), the Supplier shall have the flexibility to supply the material in higher quantity than offered to supply on daily basis on mutual consent basis to meet the annual supply requirement.</p> <p><b>4.5.5</b> In such case, the Supplier shall give one-week advance intimation to the Plant site and the site shall give the consent to supply material in higher quantity after assessing the traffic congestion or other aspects as required.</p> <p><b>4.5.6</b> Modification of the Purchase Order quantities by Power Plant up to a maximum reduction of 15% may be done by giving three-months notice during the supply period.</p> <p><b>4.5.7</b> Further, in case the Supplier realizes that it has quoted higher quantities than its capabilities, in that case, the PO may be revised with a maximum reduction of 15% by giving three-month's notice. Further reduction in order quantity and/or notice period, if any, may be done with mutual agreement between the Supplier &amp; Power Plant. However, Supplier has to pay penalty for short supply, if any, till the revision of PO.</p> <p><b>4.5.8</b> Penalties for short supply calculated on monthly basis will be levied at the rate of 5% of the awarded price for the shortfall quantity for respective Plant.</p> <p><b>4.5.9</b> GST extra as applicable shall also be levied on Liquidated Damages.</p> <p><b>4.5.10</b> Total amount of LD for shortfall in supply shall not exceed 5% of the total contract price.</p>
5.	<b>Quantity Determination</b>	<p>a. Weighing of vehicles shall be carried out on weighbridges (for tare and gross) at Power Plant. The Supplier may witness the weight of vehicles once in 15 days, Power Plant representative will accompany the Supplier representative when any such visit is carried out. Supplier shall intimate Power Plant representative via e-mail at least two days in advance about the date of such visit.</p> <p><b>Net weight = Gross weight less the Tare weight, both as measured at Power Plant weighbridge</b></p> <p>Power Plant may provide a copy of calibration certificates of weighbridge if requested by the Supplier. Power Plant shall undertake the calibration of Weigh Bridge in line with</p>

		<p>the schedule/practice as recommended by Legal Metrology.</p> <p>b. Any other contingency may be mutually discussed and settled.</p> <p>c. Net adjusted quantity received at the Plant i.e. quantity worked out by Power Plant after carrying out adjustment due to quality variations for the Base Parameters, if any, shall be applicable for payment.</p>
<b>6.</b>	<b>Quality Determination</b>	<p><b>6.1</b> Power Plant will carry out the sampling and analysis of torrefied pellets at Power Plant as per the provisions of either BIS or ASTM at the option of Power Plant. Power Plant will carry out the sampling and testing process as per the relevant BIS (IS 436 Part-1) standards for vehicle top sampling and Standard Operating Procedure (SOP) for Sample Collection &amp; Preparation of Torrefied Biomass Pellets issued by HPGCL.</p> <p><b>6.2</b> The authorized representatives of Power Plant and pellet supplier shall jointly witness the process of sample collection and preparation of the laboratory samples. The representatives shall put their signature on the sample tags in evidence of the process of sampling. Both consumer and pellet supplier shall sign on the samples register maintained by the Power Plant at the unloading end.</p> <p><b>6.3</b> For purpose of rejection test before unloading, samples shall be tested for moisture content by Power Plant. If test result of any sample collected from a truck/consignment meets technical parameter criterion for moisture content as given in (Table 1) then truck will be allowed for unloading, otherwise, truck (Consignment) will be rejected if test result meets the rejection criterion as given in (Table 3) and it shall be the supplier's responsibility to carry it back on his own cost.</p> <p><b>6.4</b> For testing of GCV and other Technical parameters, single sample shall be prepared for all the consignments received in a day from a particular Supplier. For avoidance of doubt, in case supply is from multiple Suppliers in a day, Supplier-wise sample shall be prepared for all the consignment received in a day.</p> <p><b>6.5</b> The final laboratory sample shall be divided into 3 (three) parts. Part-1 of the sample is for analysis of GCV and other technical parameters by Power Plant lab at site. Part-2 sample is to be handed over to the pellet supplier for its own analysis. Part- 3 of the sample, called Referee sample, shall be sealed jointly and shall be kept with Power Plant under proper lock and key arrangement.</p> <p><b>6.6</b> The Power Plant's representative will have the right to witness the process of torrefication/production of pellets at firm's works.</p> <p><b>6.7</b> The Power Plant's representative will have the right to witness sampling and testing of pellets for the Base Parameters at the loading end.</p> <p><b>6.8</b> The supplier's representative will have the option to witness the sample collection, preparation, testing of the main sample, and final packing of the reserve sample. Any dispute related to sampling, preparation, and analysis activity has to be raised strictly within</p>

48 hours of the respective activity. Further, any dispute related to testing results may be raised strictly within 07 days of the declaration of the results by the Power Plant. The disputes concerning sampling and testing may be entertained only if backed up by logical and justifiable reasons. Frivolous/repeated disputes may invite penal action by Power Plant.

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

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

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

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

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

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

**6.15** It may be noted that referee samples shall only be used in case of conflict of quality and price adjustment, whereas, in case of rejection of consignment due to Total Moisture (TM) content, Power Plant reported TM content result will be final and binding.

**6.16** To prevent misuse of the facility by disputing the majority of results of the lot, Power Plant will abort this reserve testing process in case if the reserve sample results (first two) are within the repeatability limits (as per BIS 1350) from original results. In this case, original results will be considered for payment purposes.

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

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

S.No	Technical Data	Testing Method/Standard
1.	Dimension (Diameter & Length)	ISO 17829 or Equivalent method may be referred
2.	Fines (%)	ISO 18846 or Equivalent Method may be referred
3	GCV(ARB)	IS 1350 or equivalent method may be referred
4.	Moisture content (ARB)	Method based upon IS 1350 or equivalent method may be referred (Hand-Held Moisture Meter may also be used)
5.	HGI	ISO 5074 or equivalent method may be referred.
6.	Volatile Matter	IS 1350 Part-I 1984 RA 2019

**6.19 For Determination of Total Moisture (TM) content:**

- a. Samples shall be collected from each truck/dumper for TM determination.
- b. TM will be determined by Power Plant lab validated method based on IS 1350.

(10g of 2.90mm passing sample will be heated for 2 hours at 108 +/- 2 Deg C)

Total Moisture will be computed as per the formula below:

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

Where: W1= Initial Weight of Sample (10 grams)

W2= Final Weight of Sample.

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

**7. Computation Methodology For Various Recoveries/ Quantity Adjustments**

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

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

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

**Table 2: Parameters on Acceptable Limits**

Sl. No.	Technical Data	Units	Acceptance range Without Price /Quantity adjustment	Acceptance range with pro-rata Price / Quantity adjustment
1	Gross Calorific Value (ARB*) - Torrefied	Kcal/Kg	As per clause 7.2.2.1	
2	Total Moisture (ARB*)	Wt%	Not more than 14%	
3	Fineness% (ARB)	Wt %	Fineness <= 5%	Fineness > 5%
4	Volatile Matter**	%	Below 22%(For PTPS only)	--

\*ARB: As the received basis.

**\*\* Volatile matter for supplies to PTPS, Panipat should be below 22% as per revised Policy for Biomass Utilization as it has ball and tube mills.**

**7.2.2 Price Adjustment for Gross Calorific Value (GCV)**

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

**7.2.2.1 Torrefied Pellet:**

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

Minimum Limit- 3400 Kcal/Kg

Maximum Limit-5000 kcal/Kg

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

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

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

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

\*FOR Price- FOR Destination Price

- c. In case upward GCV variation is more than the Maximum Limit for Torrefied Biomass Pellets then Price adjustment on account of GCV shall be limited to Maximum Limit for Torrefied Biomass Pellets only.
- d. The downward GCV variation from Minimum limit, pro-rata price adjustment shall be done for GCV variation of supplied material as per following formula:

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

*Adjusted FOR price = 0.75x [Quoted FOR price × Actual GCV (ARB) ] /QuotedGCV (ARB)*

For GCV 3000 Kcal/Kg>GCV=>2600 Kcal/Kg [For GCV less than 3000Kcal/Kg AND more than or equal to 2600 Kcal/Kg]

*Adjusted FOR price = 0.5x [Quoted FOR price × Actual GCV (ARB)]/ QuotedGCV (ARB)*

e. For GCV< 2600 Kcal/Kg [For GCV less than 2600 Kcal/Kg]

In case of GCV (ARB) is less than 2600 kcal/Kg, no payment shall be made for already delivered and consumed material of GCV less than 2600 Kcal/kg.

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

f. However, if material is supplied below 2600 Kcal/Kg in more than 03 (Three) instances during the currency of contract even after issuing warning letter then Contract shall be liable for cancellation.

g. Material supplied of GCV less than 2600 Kcal/Kg is liable for rejection and no payment shall be made for material already delivered and consumed.

### **7.3 Recovery on Account of Excess Fines in Consignment**

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

Recovery= Adjusted price of biomass pellets x W x (Weight % of fines beyond 5%)

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

### **7.4 Rejection level**

The consignment of agro residue based pellets arrived at the Power Plant shall initially be tested for following before unloading and shall be rejected if total moisture (as given in Table 3) exceeds the rejection level given as follows:

**Table-3 Rejection Level**

<b>Sr. No.</b>	<b>Technical Data</b>	<b>Unit</b>	<b>Rejection Level</b>
1	Total Moisture (ARB)	Wt%	More than 14%

Volatile matter for supplies to PTPS, Panipat should be below 22%. The consignment of agro residue based pellets arrived at PTPS, Panipat shall be tested for Volatile matter and shall be rejected if Volatile matter exceed 22%.

8.	<b>Billing and Payment Terms</b>	<p>The Contractor shall submit the bills in triplicate on completion of delivery of material at Power Plant and payment shall be released based on the methodology as below:</p> <p><b>8.1</b> The bills are to be submitted along with the following supporting documents (as applicable), including but not limited to: -</p> <ul style="list-style-type: none"> <li>i. Copy of weighment certification by Power Plant.</li> <li>ii. Copy of Quality reports of loading end.</li> <li>iii. Copy of Power Plant receipt end quality reports.</li> <li>iv. Certified working for deriving payable quantity.</li> <li>v. Original challan copies of truck engaged in transportation.</li> <li>vi. HGI Certificate from NABL accredited lab.</li> <li>vii. Composition of Biomass pellets.</li> </ul> <p><b>8.2</b> 75% of payable amount shall be paid on receipt of materials at site. Balance 25% shall be paid on receipt and acceptance of test results.</p> <p><b>8.3</b> However, it may happen that a vendor may supply material with lower GCV, and takes the 75% payment which may be more than the payment due against the adjusted amount as per GCV of the supplied material. To discourage such cases, contractors defaulting on quality of pellets, resulting in actual payment less than 15% of the invoiced amount, shall only be paid 50% of the invoiced value on receipt of the material, instead of the 75% for subsequent three months. The remaining 50% shall be paid on receipt and acceptance of test results. The facility may be restored based on satisfactory performance in previous three months.</p> <p><b>8.4</b> Payment to the supplier shall be made fortnightly, i.e. payment for quantity delivered from 1<sup>st</sup> to 15<sup>th</sup> of a given month shall be made by 30<sup>th</sup> or 31<sup>st</sup> of that month and similarly, payment for quantity delivered from 16<sup>th</sup> to 30<sup>th</sup> or 31<sup>st</sup> of a given month shall be done by 15<sup>th</sup> of next month. However, payment shall be processed only after receipt of invoice complete in all respects with supporting documents.</p> <p><b>Note:-</b> For the month of February, payment to the supplier for quantity delivered from 1<sup>st</sup> to 15<sup>th</sup> shall be made by 28<sup>th</sup> or 29<sup>th</sup> and the payment for quantity delivered from 16<sup>th</sup> to 28<sup>th</sup> or 29<sup>th</sup> shall be done by 15<sup>th</sup> of next month.</p> <p><b>8.5</b> All the relevant payments due as per the contract shall be released to the firm on production of documentary evidence such as LR copy/ e-way bill/ toll tax receipts etc, to ensure that Biomass Pellets have been supplied from bidder's declared place (District) of manufacturing plant.</p>
9.	<b>Tagging of consignment</b>	<p>Each consignment should be accompanied by general details (such as name of company/firm/agency, address, date of dispatch, batch number, vehicle type and number, weight of consignment etc.) and technical details as per <b>Annexure-VIII</b> given at the end of this document.</p>
10.	<b>Bid Evaluation</b>	<p>The bid comparison shall be done on Rupees per 1000 Kcal basis.</p>

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For Chief Engineer/Planning,  
HPGCL, Panchkula.**

## **SECTION-6**

# **INSPECTION & GST**



## Section-6

### PRE-DISPATCH INSPECTION & GST

1. **Pre-dispatch Inspection:** The inspection shall be arranged at the supplier's premises before the material is dispatched to the HPGCL Plant atleast twice in a month and copy of inspection/test report in such case shall be attached by the supplier in original along with GR and other requisite documents as per NIT/PO. The material will be inspected by the HPGCL officer duly authorized by Chief Engineer of respective Plant. The minimum quantity of material to be offered by firm for Pre-dispatch Inspection should be atleast twice the daily ordered quantity or lot size may be got changed with the mutual consent of concerned Chief Engineer of respective Plant & Supplier; and the payment will be made accordingly.

Material will be inspected physically at firm's premises, however, HPGCL may collect samples from the offered lot. Representative of HPGCL may ask test reports of the lot carried out by the firms in its lab. For this purpose, the supplier shall be required to give atleast 07 days' notice to the respective power plant of HPGCL, to arrange for inspection of goods offered for dispatch on different occasions. In view of prevailing circumstances at that time, HPGCL reserves the right to waive off pre-dispatch inspection but all tests as prescribed in the NIT will be carried out at HPGCL's end and defects/deviation in technical parameters, if any noticed, shall be intimated within one week to the supplier and payments shall be regulated/adjusted as per provisions of NIT. In such case the supplier shall be authorized, in writing, to send the consignment without inspection. Supplier will attach the copy of inspection waiver letter with GR and other requisite documents.

In case material was not ready for inspection and that the notice given by the supplier was infructuous, the expenditure incurred by HPGCL on arranging for such inspection shall be recovered from the supplier.

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

In addition, the Supplier will also submit the following undertakings in addition to above immediately after issue of work order and with submission of each & every bill unless mentioned otherwise.
    - d. Undertakings mentioned at a, b & c, as above.
    - e. A CA certificate regarding validity of GST registration will be submitted every six months during the tenure of contract.
    - f. Supplier will submit copies of GSTR 1 and GSTR 3B/challans as evidence to deposit of GST with certification that GST collected from HPGCL, to be specified in exact rupees, has been paid to Govt. vide this challan (specifying the challan no. & date of deposit) and returns filed (date of filing of return) includes the transaction of supply of Good or/and services to HPGCL.
    - g. 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.
    - h. 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.

- i. In case of one time job orders and purchase orders, copies of GSTR 1, GSTR 2A and GSTR 3B along with copies of invoices raised to HPGCL, duly reconciled with three returns to be submitted before release of the security.
- iii. No GST will be paid extra until and unless, it is liable on the service provided by the firm and specifically demanded for the same in his offer, however due to not claiming of GST from the HPGCL, firm can't escape from his liability to the Govt. against the taxable service.
- iv. The GST registration status of firm will be verified from the official website [www.gst.gov.in](http://www.gst.gov.in).
- v. In case of failure at the end of supplier regarding deposit of tax and in complying with conditions mentioned herein. HPGCL will have right to recover the GST amount in default along with interest & penal amount and deposit the same directly with GST department on behalf of firm to the credit of HPGCL.
- vi. Firm will undertake to immediately inform the HPGCL about any amendment in the GST certificate and to immediately submit the updated registration certificate.
- vii. Invoice should be in performa as specified under GST laws (Section 31 to 34 of CGST Act read with Rules 46 to 55A of the CGST rules deal with the Tax invoice, Credit notes and debit notes) with correct GST number of HPGCL so that no difficulty is faced by HPGCL while claiming Input Tax Credit of GST due to incorrect GST number and also to reconcile the GST number and address of supplier as per invoice with the GST number & address given in tender documents submitted by supplier and submit the duly verified invoice to accounts wing.
- viii. After the implementation of the E-Invoice w.e.f. 01 Oct 2020 generation of e-invoice from common e-invoice portal for B2B supplies by person having aggregate annual turnover of more than Rs. 500 Crs has been made compulsory. And w.e.f 01.Jan 2021 Generation of E-invoice for GST supplies by person having aggregate turnover of more than Rs. 100 Crs has been made compulsory. And w.e.f 01.04.2021 generation of E-invoice for GST supplies by the person having aggregate turnover of more than Rs. 5 Crs is proposed to made compulsory. The nodal officer/engineer in charge of the contract/appointed officer of the respective plant should demand from the supplier E-Invoice containing the invoice reference number (IRN) and QR code. It is worthwhile to note that any tax invoice including tax credit / Debit note issued by such notified person for B2B supplies without following the e-invoicing procedure shall not be treated as a valid document.
- ix. Firm who are not generating e-invoice, shall submit undertaking in following format:  
We M/s. .... having PAN ..... and GSTIN Registration 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 there under ("GST Law"). Further, we also undertake that if the aggregate turnover of M/s. .... exceeds the current threshold or revised threshold notified by Government of India at any future date, then we shall issue invoice and credit note in compliance with the required provisions of GST Law. In case of any queries from the any state or centre Goods and Services Tax authorities, M/s. ....will be solely responsible.

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For Chief Engineer/ Planning,  
HPGCL, Panchkula.**

## **SECTION-7**

# **GENERAL TERMS & CONDITIONS OF CONTRACT**

## Section-7

### GENERAL TERMS & CONDITIONS OF CONTRACT

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

#### **1.0 Definitions:-**

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

- a) The term 'Purchaser/Purchasing Authority' wherever appearing in this tender document would mean Haryana Power Generation Corporation Limited (HPGCL) and shall include its successors in office and assigns.
- b) The term PTPS wherever appearing in this tender document would mean Panipat Thermal Power Station, Panipat.
- c) The term DCRTTP wherever appearing in this tender document would mean Deen Bandhu Chhotu Ram Thermal Power Plant, Yamunanagar.
- d) The term RGTPP wherever appearing in this tender document would mean Rajiv Gandhi Thermal Power Plant, Khedar, Hisar.
- e) EMD : Earnest Money Deposit.
- f) 'Bidder' means a firm that has submitted a bid.
- g) The 'Supplier /Manufacturer / Contractor' shall mean bidder and shall include the bidder's legal representatives, successors, and assigns.
- h) 'Material' shall mean and include the material to be supplied by the Supplier under the contract as per terms & conditions of the contract.
- i) 'Specifications' shall mean and include the specifications as detailed in the Scope of Work.
- j) The 'Site' shall mean and include lands & buildings over / under upon where the materials are to be delivered and used in accordance with terms & conditions.
- k) 'Place of delivery' shall mean the place of delivery at which the Supplier is responsible to deliver the materials at the specified contract price.
- l) The terms "F.A.S", 'F.O.R', 'F.O.B.', 'C.I.F.' and other shipping dispatch terms as used herein shall have meaning in accordance with their usage in India.
- m) 'Work' shall mean and include supply of material and rendering of other services by the supplier under this contract.
- n) 'Contract' shall mean the Notice Inviting Tender, Tender Form, and conditions of contract with their annexure and Purchase Order / Acceptance of offer / Tender/LOI/LOA.
- o) 'Purchase Order' shall mean an order of supply of material including the acceptance of the tender.
- p) 'Annexure' shall mean the Annexure to the terms & conditions.
- q) 'Test' shall mean such test as is prescribed by the ISI or by HPGCL and / or considered necessary by the authorized agent of HPGCL whether conducted / performed or made by him or any other agency acting under his direction.
- r) 'Delivery' shall be deemed to take place on delivery of material in accordance with terms of the Contract after test and inspection by HPGCL or its authorized agent, to the Plant. If the rates are ex-works, date of dispatch/Goods Receipt (GR) and in case the rates are FOR destination, date of receipt of material in store in good conditions shall be treated as date of delivery.
- s) 'Inspecting Agency' means the agencies nominated and authorized by the competent authority for inspecting the material at the works of the supplier or at the designated place of inspection prescribed by the purchasing authority.

- t) 'Inspecting Officer' means, officer of HPGCL appointed by the Chief Engineer or the purchasing authority for inspection.
- u) 'Contract Value' shall mean the bare value of the goods 'ex-works price' without taking into account taxes, duties or any other incidental charges where the price is ex-works, but where the prices given in the PO are on FOR destination basis inclusive or exclusive of GST etc., the 'Contract value' would mean FOR destination prices, given in the PO inclusive of GST, other statutory levies etc. as the case may be.
- v) 'Total Contract Value' shall mean contract value plus statutory dues like GST etc. and any other amount payable under contract.

## **2.0 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, HPGCL, without prejudice to any other right or remedy available to him, may cancel the contract and make a purchase of the material at the risk and cost of such person and hold such person liable to HPGCL for all costs and damages arising from the cancellation of the contract including any loss which HPGCL may sustain on account of such purchase.

## **3.0 Acceptance of Tender.**

It will be the discretion of HPGCL to accept the offer of lowest bidder or negotiate with or cancel the tender or to call the tender afresh without assigning any reason. The order can be split in two or many parts depending upon the circumstances.

## **4.0 Contract Documents.**

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

## **5.0 Correspondence.**

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

## **6.0 Security Deposit:-**

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

## **7.0 Mode Of Payment:-**

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

**8.0 Income And Other Taxes Deductions:-**

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

**9.0 Change of name of Bidder/Firm.**

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

**10.0 Risk and Cost.**

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

**11.0 Documentation:-**

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

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

**12.0 Subletting:**

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

**13.0** All payments under this contract shall be made in Rupees unless otherwise specified.

**14.0 Acknowledgement of the LOI/Purchase Order:**

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

**15.0 Force Majeure:**

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

b) The decision of HPGCL in all matters under this clause shall be final and binding on the supplier.

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

**17.0** The failure to act / perform duties according to the scope of work or violation of any clause of this tender/PO, shall be considered as non performance of duty and may tantamount to breach of contract.

**18.0** The supplier shall ensure that the transporter engaged by them complies with the statutory requirement of road worthiness and pollution norms.

**19.0 Liabilities for Damages:**

- i. If due to firm's negligence and / or non-observance of safety codes and other precautions, any accident / injury occurs to any other person / public, firm shall have to pay necessary compensation and other expenses, if so decided by the statutory authorities under labour laws and / or rules in force from time to time.

- ii. If due to firm's carelessness, negligence or non-observance of rules/ safety precautions, damage to HPGCL property or to personnel's occurs, the same will be recovered from the running bills of the firm and / or from firm's security deposit.

**20.0 Withholding of Payment:**

HPGCL may withhold the whole or part of any payment for work executed by the firm which in the opinion of the order placing authority is necessary to protect HPGCL from loss on account of :-

- a) Services not rendered as per the scope of work
- b) Damage to HPGCL or to others property.
- c) Penalties if imposed on account of non-compliance statutory labour laws or by court of law in case of injuries inflicted on any personnel including those of HPGCL.

**21.0 Obligation of Firm:**

- 21.1 The firm shall abide by all general regulations enforced at site and to any special conditions notified by the local administration and / or issued by concerned Chief Engineer or any other competent authority.
- 21.2 The firm shall be fully responsible for the conduct of its employees. Any act of misbehavior / man-handling / theft on part of the firm's employees shall be reckoned as breach of contract.

**22.0 Power to Vary or Omit any item of work.**

No alteration / amendment, omission, addition, suspension (hereinafter referred to as variation) in the scope of work shall be made by the firm except as directed in writing by Chief Engineer/Planning, HPGCL, Panchkula or concerned Chief Engineer of Power Plant. HPGCL will have full powers subject to the provision hereinafter contained from time to time during the execution of contract by notice in writing to instruct the firm to make such variations without prejudice to the contract and the firm shall carry out such variations and be bound by the same conditions as far as applicable although the said variation occurred in the specifications if any suggested variations would be in the opinion of the firm, if carried out prevent them from fulfilling any of their obligation under the contract, the firm shall notify to the competent authority thereof in writing and the competent authority shall decide forth with whether or not the same shall be carried out. If the competent authority confirms their instructions, the firms obligations and guarantees shall be modified accordingly by mutual agreement. The difference of commissions if any occasioned by any such variations shall be added to or deducted from the contract rate as the case may require. The amount of such difference if any shall be ascertained and determined in accordance with the rate specified in the purchase order. But HPGCL shall not become liable for the payment or any charges in respect of any such variations, unless instructions for the performance of the same shall have been given in writing by the competent authority.

**23.0 Negligence.**

If the firm shall neglect to execute the work with due diligence and expeditiously or shall refuse or neglect to comply with any reasonable orders given in writing by the concerned Chief Engineers in connection with this contract or shall contravene the provisions of this contract, HPGCL shall be at liberty to take the work/supply wholly or in part out of the firm's to re-contract to any other firm at the risk and cost of the original firm who shall have to pay the extra expenditure involved as a result thereof. In such an event, it will be lawful for HPGCL to retain any balance amount which may otherwise become due to the firm on any account and apply the same towards the execution of the whole or balance of the or so re-contracted. If no such balance is due to the supplier/firm or if the amount due is not sufficient to cover the amount thus recoverable from the firm, it shall be lawful for the HPGCL to recover the whole or the balance of the amount from the firm by action of law or otherwise. The remedy under this clause will be in addition to and without prejudice to rights available to HPGCL under other clauses of the contract.

**24.0 Bankruptcy:**

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

**25.0 Arbitration:**

All matters, questions, disputes, differences and / or claims arising out of and / or concerning, and / or in connection with, and / or in consequences or relating to this contract, whether or not obligations of either or both parties under this contract be subsisting at the time of such dispute and whether or not this contract has been terminated or purported to be terminated or completed, shall be referred to the sole arbitrator to be appointed by the mutual consent from panel of Arbitrators provided by HPGCL. The firm may give consent on anyone from the panel. In case no consensus is arrived at between the parties then aggrieved party can approach the competent court of law for appointment of Sole Arbitrator. The award of the Arbitrator shall be final and binding on the parties to this contract. Subject to aforementioned provisions, the provisions of Arbitration & Conciliation Act, 1996 as amended from time to time and rules made thereunder for the time being in force, shall apply to the Arbitration proceedings under this clause.

It has been agreed between both the parties that the fee of the Arbitrator shall be governed by Arbitration and Conciliation Act, 1996 as amended subject to condition that the fees shall not exceeds Rs. 10,00,000/-.

**26.0 Termination of Contract / Cancellation of Purchase Order:**

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

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

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

If the contractor, in the judgment of the HPGCL, has engaged in corrupt or fraudulent practices in competing for or in executing the contract (The definition of corrupt or fraudulent practices defined under clause-17 of Section-2 of e-NIT).

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

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

**27.0 Jurisdiction:**

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



**28.0 Labour Laws:**

The firm will abide by all labour laws/Acts, EPF, ESI, Safety rules and regulations or any other law enforced by statutory authorities framed / amended from time to time for the staff deputed.

**29.0 SET OFF:-**

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

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

**31.0 CONTRACT AGREEMENT:-**

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

**32.0** The terms & conditions not specified in the tender shall be governed by "**HPGCL Works & Purchase Regulations 2015**" and its amendments which are available on the HPGCL website i.e. [www.hpgcl.org.in](http://www.hpgcl.org.in).

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

**Section-8**  
**STATEMENT OF BIDDERS**

## Section-8

### STATEMENT OF BIDDERS

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

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

- Any other

Signature & Stamp of Bidder

## Section-9

### GENERAL CHECKLIST FOR BIDDERS

S. No.	Documents Attached / Uploaded	Yes / No (To be filled by firm)
1.	Cost of Tender Fee (Rs 1180/- non-refundable)	
2.	e-Service Fee (Rs. 1180/- non-refundable)	
3.	Bid Security Declaration Form as per <b>Annexure-I</b>	
4.	Whether MSME or not	
	If MSME, whether <b>Annexure-II &amp; III</b> attached or not	
5.	General Declaration by the Bidder as per <b>Annexure-IV</b>	
6.	Non Blacklisting Certificate as per <b>Annexure-V</b>	
7.	Affidavit regarding past performance as per <b>Annexure-VI</b>	
8.	Price Adjustment Data as per <b>Annexure-VII</b>	
9.	Signed and stamped copy of tender documents uploaded	
10.	Statement of Bidders as per Section-8 of NIT	
11.	Photocopies of Purchase orders (if Any)	

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

**Signature of authorized person & Name of Firm with Seal**

## **Section-10**

### **PRICE BID (PART-II)**

## Section-10

### Format of Price Bid (Part-II)

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

<b>PTPS, Panipat</b>			
Year	Qty of Agro-residue based torrefied Biomass pellets offered (minimum 50% raw material as Stubble/Straw/Crop Residue of Rice Paddy) (in MT)	GCV offered on ARB basis (in Kcal/kg)	Rate Quoted including transportation loading, unloading & transit insurance etc. (*excluding GST) (in Rs./MT)
1 <sup>st</sup> Year			
2 <sup>nd</sup> Year			

<b>DCRTPP, Yamunanagar</b>			
Year	Qty of Agro-residue based torrefied Biomass pellets offered (minimum 50% raw material as Stubble/Straw/Crop Residue of Rice Paddy) (in MT)	GCV offered on ARB basis (in Kcal/kg)	Rate Quoted including transportation loading, unloading & transit insurance etc. (*excluding GST) (in Rs./MT)
1 <sup>st</sup> Year			
2 <sup>nd</sup> Year			

<b>RGTPP, Hisar</b>			
Year	Qty of Agro-residue based torrefied Biomass pellets offered (minimum 50% raw material as Stubble/Straw/Crop Residue of Rice Paddy) (in MT)	GCV offered on ARB basis (in Kcal/kg)	Rate Quoted including transportation loading, unloading & transit insurance etc. (*excluding GST) (in Rs./MT)
1 <sup>st</sup> Year			
2 <sup>nd</sup> Year			

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

Signature of authorized person with stamp and seal of Firm

**Note:-**

1. There may be three lowest bidders (L1 Bidder) separately for each Plant if the rates quoted are different for different plant.
2. A bidder can bid for the quantity only in multiple of 10 TPD and can offer to supply a minimum 20 TPD (Tonnes per day) of Torrefied Biomass Pellets at one plant location. Bids by Bidder(s) quoting quantity of pellets less than 20 TPD shall be rejected. Bidders have options to quote for supply and delivery of pellets to any above mentioned single or multiple power plants.
3. To adopt multi-vendor approach, as per recommendation of CAQM, HPGCL reserves the right to place multiple orders to bidders at L1 prices of respective Power Plant to keep supply chain alive.

**PROCUREMENT OF BIOMASS PELLETS FOR HPGCL THERMAL PLANTS**

**Bid Security Declaration Form**

To

Chief Engineer/Planning,  
Plot No. C-4, Shakti Bhawan, HPGCL,  
Sector-6, Panchkula, Haryana- 134109.

Dear Sir,

In accordance with the HPGCL Bid Document No ----- (Tender ID: --  
-----), We, M/s.....[Bidder's Name].....  
having our Registered/ Head Office at .....  
(hereinafter called the 'Bidder') wish to participate in the said tender for  
**PROCUREMENT OF BIOMASS PELLETS FOR HPGCL THERMAL PLANTS.**

We confirm that we have read the provisions of the bidding document no. -----  
----- (Tender ID: -----) and we hereby declare the following:

- 1. We confirm that, in case we withdraw our offer within the validity period of the offer provided in the bidding documents or any extension thereof, then we shall be treated as ineligible for participation in the future tenders issued from HPGCL for a period of 06 months from the date of withdrawal of the bid.*
- 2. In addition, we also confirm that in case after having been issued the Notification of Award/Purchase Order of the package, we either do not accept the Notification of Award/Purchase Order or do not sign the Contract or do not submit an acceptable Performance Security as per bidding documents provision, and which result in tender being annulled then we shall be treated ineligible for participation in re-tendering of this particular package and action may be taken against us as per the provisions of the Bidding documents/HPGCL regulations. Further, HPGCL shall also be free to take further actions as per the provisions of the policy for Withholding and Banning of Business Dealings.*

Date:

Signature

Place:

Name of the Authorized person

Note: Bidder may note that in case they do not submit the aforesaid declaration or no confirmation is indicated by them or statement/any declaration like 'later', 'to be furnished later', 'NA' etc. are indicated against the declaration, then the bid shall be rejected by HPGCL as being non-responsive and shall not be opened.

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

**Annexure 'I'**

Format of Affidavit

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

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

I \_\_\_\_\_ S/o \_\_\_\_\_ aged \_\_\_\_\_ residing at \_\_\_\_\_  
M/s \_\_\_\_\_ Proprietor/ Partner/ Director of \_\_\_\_\_  
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 Centre \_\_\_\_\_ 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 fulfils either or both of the below mentioned eligibility criteria:
  - i. That my/our above mentioned enterprise has been issued quality certification of ISI Mark/ ISO/ Ag. Mark/ any other quality mark \_\_\_\_\_ (**please tick either of the option**) by \_\_\_\_\_ (name of GOI/ State Govt. Agency/ institution authorized by GOI/ State Govt.) on \_\_\_\_\_ and the same is valid from \_\_\_\_\_ to \_\_\_\_\_ in respect of item/ good (give name of item/good) \_\_\_\_\_ mentioned in the tender (Self Certified Copy of the relevant certificate is attached as **Annexure 'A'** with this affidavit)  
**OR/AND**
  - ii. That my/our above mentioned enterprises has been registered with DGS&D, GOI/ NSIC/ Govt. of India Departments/ State Govt. Department/ Govt. of India Public Sector Undertakings (PSUs) or State Government Public Sector Undertakings (PSUs) (**Please tick one of the option as above**) in respect of Name of item/ goods/ work/ services \_\_\_\_\_ (**Name**) as mentioned in the tender for the corresponding period of time of this tender. A self certified Copy of the same attached as **Annexure 'B'** with this affidavit
4. That in case the Purchase Order of the quoted item is issued to me/us, it will not be outsourced or subcontracted to any other firm and the entire manufacturing of the order item shall be done in-house by our Enterprise based in Haryana (address mentioned as at Sr.No.1). Further, the billing will be done from Haryana.

**Dated:**

**DEPONENT**

**VERIFICATION:**

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

**Dated:**

**DEPONENT**



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

**Annexure 'II'**

Format of Affidavit

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

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

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

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

**Dated:**

**DEPONENT**

**VERIFICATION:**

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

**Dated:**

**DEPONENT**

**General Declaration by the Bidder**

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

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

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

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

\* ARB – As Received Basis

\*\* GCV ranges are indicative.

**\*\*\* Volatile matter for supplies to PTPS, Panipat should be below 22% as per revised Policy for Biomass Utilization as it has ball and tube mills.**

- (c) We understand that rejection of consignment shall be made for not meeting acceptance limits of parameters as per clause 7 of Scope of Work.
- (d) We understand that liquidated damage (LD) shall be recovered for supply shortfall as per tender condition.
- (e) We declare that we have read the bid document and has no reservation to it and shall abide by its provision.
- (f) **Location of our Pellet Manufacturing Plant is/are as under:**

.....

**Signature:**

**Name/ Designation:**

Name of Company/firm/agency

Date:

Place:

## Annexure-V

**Supply and Delivery of 02 lakh MT of Agro Residue Based Torrefied Bio-Mass Pellets (Minimum 50% raw material as Stubble/Straw/Crop residue Of Rice Paddy) to HPGCL Thermal Power Plants.**

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

**(Non Blacklisting Certificate)**

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

We M/s .....hereby declare that:

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

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

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

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

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

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

**ANNEXURE-VI**

**Performa in form of Affidavit regarding past performance of the bidder on non-judicial stamp paper of Rs.10/- duly attested by a Magistrate/Oath Commissioner/Notary.**

I/We, on behalf of M/s ....., hereby affirm and declare that:

1. I/We are duly authorized by M/s \_\_\_\_\_ to submit the present affidavit.
2. M/s \_\_\_\_\_ has not been awarded any Work Order/Purchase Order/LoA for supply of Torrefied Biomass Pellets till date.

**OR**

M/s \_\_\_\_\_ has been awarded Work Order/Purchase Order/LoA No. \_\_\_\_\_, dated \_\_\_\_\_ by M/s \_\_\_\_\_ for supply of Torrefied Biomass Pellets and we have supplied/are supplying the ordered quantity successfully as per ibid contract.

**OR**

M/s \_\_\_\_\_ has been awarded Work Order/Purchase Order/LoA No. \_\_\_\_\_, dated \_\_\_\_\_ by M/s \_\_\_\_\_ for supply of Torrefied Biomass Pellets and we have not supplied the ordered quantity as per ibid contract.

Date:

Signature

Place:

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

**VERIFICATION**

We also confirm that the above information is true and correct and nothing has been concealed and in case it is found otherwise, HPGCL may take any penal action as per their policy.

Date:

Signature

Place:

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

## Annexure-VII

**Supply and Delivery of 02 lakh MT of Agro Residue Based Torrefied Bio-Mass Pellets (Minimum 50% raw material as Stubble/Straw/Crop residue Of Rice Paddy) to HPGCL Thermal Power Plants.**

**(Price Adjustment Data- Shall be submitted with Price Bid)**

To,

Chief Engineer/Planning,  
Haryana Power Generation Corporation Limited,  
C-4, Shakti Bhawan, Sector-6,  
Panchkula- 134019.

Dear Sir,

We hereby furnish the relevant details pertaining to the price adjustment provisions in your bidding documents.

**FOR Destination Price of Biomass Pellets (Torrefied)**

Sr. No.	Item	Value of Co-efficient	Name of Published Index and its origin	Value of Indices as on 30 days prior to last date of Bid Submission
1	<b>Fixed Component</b>	F = 0.08		
2	<b>Material</b>			
	a) HSD	a = 0.13	Price of High Speed Diesel in Rs/Litre of IOCL nearest to plant where materials shall be delivered Panipat: Yamunanagar: Hisar:	
	b) WPI (Electricity)	b = 0.17	Office of Economic Advisor	
	c) Raw Material Price	d = 0.42	Central Electricity Authority	
3	<b>Labour</b>	Lb = 0.20	All India Consumer Price Index for Industrial workers (All Indian Monthly Average) published by Labour Bureau Shimla, Govt. of India	

Bidder's Name and Address:

## Annexure-VIII

### Tag for Consignment

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

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