

PANIPAT THERMAL POWER STATION
(A Unit of Haryana Power Generation Corporation Limited)

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

Corporate Identity No. U45207HR1997SGC033517

Website: www.hpgcl.gov.in



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

TENDER DOCUMENT

FOR

Sample collection and preparation of Agro based Torrefied Biomass pellets at PTPS Panipat.

E-NIT No.: Ch-8/F-550/Fuel Dated:28.06.2024

CHIEF ENGINEER
PANIPAT THERMAL POWER STATION,
HPGCL, PANIPAT



An ISO: 9001, ISO: 14001 and
OHSAS: 18001 Certified Company

HARYANA POWER GENERATION CORPORATION LIMITED

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

Corporate Identity Number: U45207HR1997SGC033517

Website: www.hpgcl.gov.in

Email xenfuel.ptps@hpgcl.org.in

Telephone No. 0180-2566376

Fax No. 0180-2566376

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ONLINE NOTICE INVITING TENDER

E-tenders in two parts are invited on behalf of CE/PTPS, Haryana Power Generation Corporation Limited (HPGCL) Panipat, for Sample collection and preparation of Agro based Torrefied Biomass pellets at PTPS Panipat from eligible parties as under:

NIT No.	Ch-8/F-550/Fuel dated:28.06.2024
Description of Item	Sample collection and preparation of Agro based Torrefied Biomass pellets at PTPS Panipat
Estimated Amount	Rs. 319486/-
Start date and time of tender uploading	28.06.2024 at 17:00 Hrs
Last date for submission of tender	29.07.2024 at 13:00 Hrs
Tender Opening (Part-I)	02.08.2024 at 15:00 Hrs
Tender Fee (Non –refundable)	Rs.1180/-
e-service Fees (Non –refundable)	Rs.1180/-
Earnest Money	Rs. 6400/-
INFORMATION REGARDING ONLINE PAYMENT	As per Annexure-A
INSTRUCTIONS TO BIDDER ON ELECTRONIC TENDERING SYSTEM	As per Annexure-B
SCOPE OF WORK and TECHNICAL SPECIFICATION	As per Annexure-C
GENERAL INSTRUCTION FOR TENDERER	As per Annexure-D
GENERAL TERMS & CONDITIONS	As per Annexure-E
LABOUR LAWS	As per Annexure-F
STATEMENT OF BIDDER	As per Annexure-G
ACCEPTANCE CERTIFICATE	As per Annexure-H
TECHNICAL BID CHECK LIST FORMAT	As per Annexure-I
RATE QUOTING SHEET	As per Annexure-J



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Annexure-A

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

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

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

NOTE: 1. If the tenders are cancelled or recalled on any grounds, the tender document fees & e-service fee will not be refunded to the agency.

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

The following are exempted from depositing the earnest money:-

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

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

Key Dates

Sr. No.	Department Stage	Tenderer’s Stage	Start date and time	Expiry date and time
1	-----	Downloading of Tender Documents & Bid Preparation	18:00 Hours	13:00 Hours
2	Technical Opening (Part-I)	-	15.00 Hours	---
3	Short listing of Technical bids & Opening of Financial Bid		Will be intimated to the firms on their E-mail	



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Annexure-B

Instructions to bidder on Electronic Tendering System

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

1. Registration of bidders on eProcurement Portal:-

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

2. Obtaining a Digital Certificate:

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

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

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

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

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

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

3. Opening of an Electronic Payment Account:

Tender document can be downloaded online. Bidders are required to pay the tender documents fees online using the electronic payments gateway service. For online payments

guidelines, please refer to the Home page of the e-tendering Portal <https://etenders.hry.nic.in>.

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

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

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

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

6 **Download of Tender Documents:**

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

7 **Key Dates:**

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

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

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

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

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 Preparation & Submission stage on the stipulated date and time, his/hers bid will be considered as bid not submitted, and hence not appear during tender opening stage.
- (B) 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> and click on the available link 'System Requirement' to download the file.

Executive Engineer/Fuel,
For Chief Engineer/PTPS,
HPGCL, Panipat.



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Annexure-C

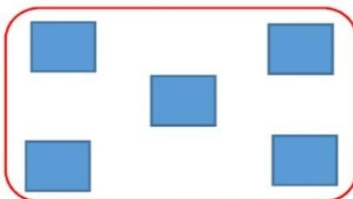
1. SCOPE OF WORK

The scope of work includes, but not limited to the following:-

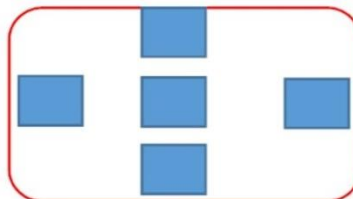
- (a) Firm has to carry out the complete work of sample Collection and Preparation of Biomass pellets sample (Supplier wise, Lot wise) from supplier on truck-to-truck basis round the clock (as per relevant IS Standard applicable).
- (b) The Biomass Pellet sample shall be prepared for its Testing and Analysis for determination of Total moisture (%), Moisture as received basis (%), Moisture air dried basis (%), Equilibrated Moisture (%), Ash% as received basis, Ash% air dried basis, Ash% Equilibrated basis, Gross calorific value (GCV) of pellets as received basis, Gross calorific value (GCV) of coal air dried basis, Gross calorific value (GCV) of coal Equilibrated basis, Volatile matter %, Fixed Carbon %, etc.
- (c) Collection and Preparation of pellets sample shall be carried out by the firm's own staff and personnel from supplier at the unloading end of HPGCL. The whole procedure may be witnessed by the representative of PTPS.
- (d) The biomass pellets sample should be representative sample i.e. it should have pellets of all sizes (small/medium/large) etc. The collected sample should represent the truck/consignment.
- (e) After preparation, transportation of the sample to TPS laboratory and handing over to authorized representative of HPGCL.
- (f) All the consumables, tools and tackles etc, required for performing the jobs shall be supplied by the firm, including manpower.
- (g) Terms & conditions of the tender may be altered/amended if necessitated due to any change in rules/regulations/ provisions of PO already issued to firm, the same will be amended after mutual consent/ discussion.
- (h) There may be overhead power line above as such it must be ensured that shut down of power has been taken before boarding on the truck/consignment for collection of samples. The sampling agency will be responsible for the safety of working personnel's.
- (i) The Agency will issue Photo Identity Card to all their employees and the employees will carry Identity Cards during duty hours.

Sample Collection of Torrefied Biomass Pellets

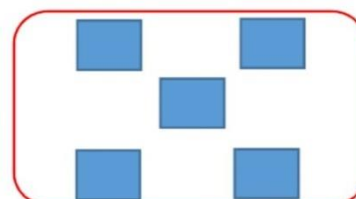
1. Collection of Torrefied Biomass Pellets samples shall be done on Truck-to-Truck basis (Supplier Wise/Lot wise) for a particular day.
2. Five spots shall be selected on each truck as shown in figure below. Any one spot selection option will be decided by representative of HPGCL TPS after viewing the biomass loading pattern:-



Spot selection-1



Spot selection-2



Spot selection-3

3. Sample shall be collected by shovels from the 05 randomly selected spots on the truck top after removing material layer of approximately 25-30 cm depth from the top.
4. Approximately 5-6 kg of sample shall be collected from each spot. Therefore, the total sample quantity of approximately 25-30 Kg shall be collected from each truck/consignment.
5. The Biomass pellets sample thus collected from each truck shall be filled in clean gunny bag sealed and tagged.

Example:-

- i. Suppose in a particular day, "One Lot" consisting of "N" nos. of trucks is received from a supplier in a Power Plant of HPGCL. "N" can be 1,2,3 ...or so on. From each truck approximately 30 Kg sample shall be collected and the total quantity of pellet samples collected (Supplier Wise/Lot wise) shall be around "30xN" Kg per day.
 - ii. If, "Two Lots" are received in a particular day from a supplier having "N1" & "N2" nos. of trucks. Then as stated above, from each truck approximately 30 Kg sample shall be collected and the total quantity of pellet samples collected (Supplier Wise/Lot wise) shall be "30xN1" Kg and "30xN2" Kg per day respectively and so on.
6. Sampling Agency/ any other authorized agency shall maintain a sampling register containing the details of Truck Number, date & time of sampling etc. Representative of Sampling Agency/ any other authorized agency, HPGCL and Supplier shall put their signature on the sample register in evidence of process of sampling.
 7. Further, details of Truck Number, date & time of sampling etc. shall be written on the sample tag with signature of representative of Sampling Agency/ any other authorized agency, HPGCL & Supplier.
 8. Sampling Agency/ any other authorized agency shall immediately shift all the collected sample bags from truck sampling point to sample preparation room in the presence of representative of HPGCL TPS & Supplier. The sample bags shall be kept in the safe joint custody of representative of Sampling Agency/ any other authorized agency, HPGCL & Supplier.

Sample Preparation for Moisture Content:-

Sampling Agency/ any other authorized agency shall thoroughly mix the pellet sample bag and collect approximately 1 Kg of representative sample from each bag (here each bag represents one truck) and crush/prepare the same in the size of 2.9 mm for carrying out test for Moisture Content/Total Moisture (ARB).

Sample Preparation for GCV and other technical parameters:-

All the samples collected (Supplier Wise/Lot wise) in a particular day shall be thoroughly mixed together to form Gross Sample(s). The Gross Sample(s) collected shall be reduced into Laboratory Sample (s) on the date immediately following the date of collection as per procedure given below:-

1. The Gross Sample(s) collected shall be separately crushed to (-) 5 cm, mixed thoroughly, coned and quartered.
2. Two opposite quarters shall be retained and the rest rejected.
3. The retained material shall be further mixed, halved and one half retained.
4. Material so obtained shall be crushed to 12.5 mm by Jaw crusher and then to 3.3 mm by reduction mill or Jaw crusher.
5. The crushed material shall be reduced either by coning and quartering or by ruffling to 2 kgs.
6. The sample so reduced shall be finally ground to pass through 212 micron IS sieve using Mini mill.
7. From the final sample passing through 212 micron IS sieve, 750 grams shall be taken, which shall constitute the laboratory sample.
8. The final laboratory sample will be divided into three parts viz. Part-I, Part-II and Part-III as under: -
 - Part-I shall be used for analysis of Ash, Moisture, GCV etc. at unloading end as per BIS standard (IS 1350 Part 1-1984 and IS 1350 Part-II-1970 as applicable).
 - Part-II sample shall be handed over by Sampling Agency/ any other authorized agency to the Supplier for its own analysis. If Supplier fails to collect Part-II sample within 3 days of sample preparation, sample shall be disposed at HPGCL TPS and HPGCL will not be liable in this case.
 - Part-III sample i.e. Referee Sample shall be sealed jointly by representative of Sampling Agency/ any other authorized agency, HPGCL & Supplier and kept in the safe custody for a period of thirty days.
9. It shall be the responsibility of Sampling Agency/ any other authorized agency to deliver all the prepared samples immediately to HPGCL TPS Lab for analysis without delay.

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Annexure-D

GENERAL INSTRUCTIONS FOR TENDERER

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

(A) Qualifying Conditions:-

The bidder must have experience of having successfully executed Work Order (s)/POs in HPGCL/NTPC/any SEBs/any PSU/any Corporation/Central Govt./State Govt./ Semi Govt. or any Thermal/Hydel Plant and have average annual turnover and other eligibility condition as given below.

Tender shall be considered of those firms, who have already successfully executed the Work Order(s)/POs for the same or similar type of work during last 5-years last day of the month previous to the month (i.e. ending 31.05.2024) in which applications are invited having minimum order value as under:

Single order of the value not less than Rs. 2.60 Lakh inclusive of GST.

Or

Two orders of the value not less than Rs.1.60 Lakh each inclusive of GST.

Or

Three orders of the value not less than Rs.1.30 Lakh each inclusive of GST.

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

- a) The bidder should possess GST Number and copy of the same to be attached with e-NIT. All prospective bidders to submit copy of Registration Certificate under GST Act.
- b) Bidder will have to submit following undertakings on its letter head:
 - (i) That GST Registration is valid as on date.
 - (ii) That no default has ever been made by bidder in filing the various GST returns and deposit of GST dues with the department.

Note: Bidders having multiple registrations will submit undertaking for each and every GST number. A default under a GST number even if the GST pertains to some other state, will make the vendor ineligible to participate in tender.

- c) The bidder should have valid license under contract labour regulation and abolition Act-1970 from labour department Haryana or should give an undertaking that he will get himself registered within 15 days if work is allotted to him.
- d) The firm should have valid EPF No., ESI code No. and should be registered with labour Commissioner of Haryana and follow ESCROW Account regulations (if applicable) OR the firm has to obtain all the required registration within 2 months from the date of issue of LOI.

Note: - For verification in respect of qualifying criteria, the firm has to submit attested copies from Notary Public.

Notes: -

- i. A committee nominated by HPGCL shall evaluate all the bids for fulfillment of qualifying criteria.
 - ii. Originals of any / all documents submitted by bidders while tendering, may be asked for verification at the time of evaluating the tender or anytime thereafter.
 - iii. Decision of HPGCL regarding fulfillment of pre qualification requirement shall be final and binding upon the bidders.
2. Before submitting tender online the instructions may be read carefully regarding submission of tender. If any bidder finds discrepancies or omissions in the tender documents or is in doubt as to the true meaning of any parts, he shall clarify same from tender issuing office in writing before the due date of submission of the bid.

3. The "Application for Bidding" along with the "Terms and conditions of the contract and its all Annexure should be submitted duly filed up completely and signed on each page by the tenderer online. Work offered should be strictly according to the specifications of scope of work and to the terms & conditions of the NIT. Unless a deviation from the specifications and terms and conditions given in NIT is pointed out by the tenderer specifically, it will be presumed that offer/ Tender conforms to the specifications and terms and conditions as laid down in NIT.
4. The tenderers shall submit their tender in two parts- the first part containing documents for qualifying criteria, technical specification, schedule of deliveries, and all other terms and conditions except the rates (price bid), and the second part containing the rates (price bid) quoted for each item as well as other related terms like freight, GST, price escalation, etc.
5. All tenders received against this enquiry irrespective of whether they are from the approved contractors on the registered list or others, shall be considered, provided they are on the prescribed form and in accordance with the Qualifying as well as other tender conditions and specifications.
6. Unless exempted specifically, tenders not accompanied with the prescribed EMD/Cost of Tender shall be rejected. EMD/Cost of Tender shall be in the prescribed mode of payment as asked in the NIT, otherwise the tender shall be liable to be rejected.
7. The validity of the tender/offer shall be for 90 days from the date of opening of the price bid.
8. The rate negotiations could be held up to L3 bidder, if the difference between the L1 quoted rates and those quoted by L2 and L3 is within 5% of L1 quoted rates. In case where the L1 bidder refuses to further reduce his offered price and L2 or L3 bidders comes forward to offer a price which is better than the price offered by L1 bidder, the bidder whose price is accepted becomes L1 bidder. However, in such a situation, the original L1 bidder shall be given one more opportunity to match the discounted price. In case of acceptance, he would be treated as L1 bidder **or** as per latest instruction of the HPGCL.
9. No deviation shall be allowed. However, in case of deviation of taxes etc., the same be loaded for comparison purpose.
10. The bidders/ contractors shall observe the highest standards of ethics during the submission of tender, procurement and execution of the contract. In case of evidence of cartel formation by the bidder (s) EMD is liable to be forfeited.
11. The bidder shall bear all costs including bank charges, if any, associated with the preparation and submission of his bid, and HPGCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
12. CE/PTPS, HPGCL, Panipat 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 and will not be responsible and will not pay for any expenses or losses that may be incurred by the tenderers in preparation of the tenders.
13. **INSPECTION OF SITE OF WORK**
Before tendering, the tenderer is advised to inspect the site of work, the environment & get acquainted with the actual work & other prevalent conditions, facilities available. No claim will be entertained later, on the ground of lack of knowledge.
14. The whole work against this tender shall be awarded to a single firm whose overall quoted/equated prices are lowest for the complete package.
15. The bidders shall supply partnership deed in case of partnership firm and Memorandum of Association and Article of Association in case of a company.

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Annexure-E

GENERAL TERMS & CONDITIONS

Rates: Rates in Rs. per MT for the scope of work mentioned in the tender document will be quoted by the firm as per Annexure-A on e-portal. No any tax shall be paid extra.

1. **Period of Contract:** -The period of contract will be Two Years from the date of issues of LOI/Work whichever is earlier.

2. **Remunerations / Penalties:** -

a) The remunerations will be paid at the rates provided in the order on the basis of actual collection and preparation of samples of torrefied pellets done by the Firm within the contractual provision of scope of work. The Firm shall carry out the collection and preparation of samples of coal from each truck/consignment being unloaded (received) at PTPS for which the payment shall be made as per the contractual provision.

b) The firm shall make its own arrangement to know well in advance the time of arrival of truck(s) at unloading ends of HPGCL and depute their representative well in time before arrival of truck otherwise penalty shall be imposed @ Rs. 750/- per Hours after arrival of the truck/consignment.

a) In case any truck goes unsampled by the firm or if the firm fails to collect & prepare the pellets samples or if the pellets sample is not prepared as per procedure laid down in this document, then penalty 10,000 per truck will be imposed.

b) In case the preparation of collected coal sample from any Truck is delayed beyond 48 hours from the time of collection of coal sample by the firm, the same shall be counted towards unsatisfactory performance.

3) **Mode & Terms of Payment:-**

a) The Firm shall submit monthly bill as admissible in triplicate for the work actually done in preceding calendar month alongwith all relevant documents to the XENs / Fuel Thermal Power Stations. The bill alongwith all relevant certificates/documents submitted by the firm should be verified and approved by the office of XENs / Fuel for gross value as well as net payable value. The said bills shall be duly audited and passed by Accounts Section, Panipat Thermal Power Stations for payment. In case of incomplete documents, the payments shall be withheld for which the HPGCL shall not be responsible.

b) 90% payment after deducting statutory deductions/ income tax shall be made after satisfactory completion of work within 15 days after submission of payment bills by the firm to the office of XEN/Fuel,PTPS,Panipat . However, in case of delay, HPGCL shall not be liable to pay any interest and balance shall be paid after completion of work.

c) All payments under this contract shall be made only in Indian Rupees (INR), after deduction of taxes & any statutory levy if applicable/ as applicable.

d) The firm will provide bank account detail viz. Name of Bank / Branch, Account Number, Type of Account, IFSC Code etc.

4) **Risk and Cost:-**

HPGCL,shall have right to cancel the work order due to non-fulfillment of contractual terms or HPGCL shall recover the damages incurred for the engagement of some other agency for similar activities.It shall be the sole discretion of HPGCL to exercise any of the above options.

5) **Force Majeure:** -

Contractor shall not be liable for any delay for reasons arising out of compliance with regulations, orders or instructions of Central / State Govt., acts of the God, acts of civil and Military authorities, fires, floods, strikes, lockout, freight embargoes, war-risk, riots, civil commotion, epidemics and accidental. If the contractor wants to extend the completion period under this clause, he will request for such extension of the completion period along with all necessary evidence, before the expiry of the schedule date of completion. In no case, the completion period shall be extended under this clause, in case the request is received after the due date of completion. Extension in the completion period may be granted only for the period for which the completion of the work is proved by the contractor to have been delayed for

circumstances mentioned in the clause. The decision of the Corporation in all matters under this regulation shall be final and binding on the firm.

6) Negligence:-

If the contractor neglects to execute the work with due diligence and expedition or refuses to do the work, then PTPS may serve 7 days notice, in writing to the contractor to make good the failure within the stipulated time otherwise PTPS shall be at liberty to take the work wholly or partially at the risk and cost of the contractor at a reasonable price. It shall be lawful for the HPGCL to retain any balance which may otherwise be due to the contractor on any account, if dues of the contract are not sufficient to cover the amount thus recoverable from the contractor and to recover the whole of the balance of the amount from the contractor by action at law or otherwise. The remedy under this clause will be in addition to and without prejudice to rights available to the HPGCL under other clauses of the terms and conditions.

7) Engagement of Adequate Manpower:-

The work shall have to be started immediately as per the instructions of Engineer-in-Charge or his representative. The contractor should be able to mobilize the working force as per the quantum of work and should be capable of executing work simultaneously at all the areas depending upon the requirements. It is also made clear that the deployment of the manpower of contractors will be subject to approval of Engineer-in-Charge of the works.

The contractor would be responsible for the following:-

- a. Any mis-happening / accident to any workmen at site of work & compensation payable to workmen on this account, all liabilities arising out of any provision of Labour Act / Workman's Compensation Act shall be the responsibility of the contractor. Any expenditure incurred by HPGCL arising out of the negligence of the contractor would be recovered from his bills / pending dues.
- b. The good conduct of all the workmen at work site.
- c. The loss / damage caused to the property of HPGCL or any other agency of the contractor or any of his workman / employee.
- d. The contractor may employ such employees, as he may think fit to ensure the execution of the work to the entire satisfaction of Engineer-in-Charge. The employees would not be deemed to be in the employment of HPGCL for any purpose whatsoever. The contractor shall abide by the rules, laws and regulations that may be enforced from time to time regarding the employment conditions of service of his employees.
- e. Under no circumstances whatsoever, HPGCL would be held responsible to the labour of the contractor. HPGCL shall have the right to pass on the responsibility on the contractor for any expense incurred by HPGCL as a result of certain dues on the part of employees of the contractor. HPGCL shall be entitled to recover / claim dues / compensation from the contractor in that event.
- f. The manpower engaged by the contractor shall not be below the age of 18 years and above 60 years.
- g. Further, the contractor would furnish an undertaking on non- judicial stamp paper of appropriate value by each and every worker employed by him, that the worker will not claim any lien as a worker of HPGCL for the services, he is rendering to the contractor.
- h. The contractor shall also indemnify HPGCL against any liability towards its labour for non-compliance of laws etc.

8) Contractor to Remove Unsuitable Manpower:-

On instruction of the Engineer-in-Charge, the contractor would immediately remove any person employed on the work, who misbehaves or causes any nuisance or otherwise in the opinion of the Engineer-in-Charge is not fit to be deployed on the work, such person shall not be re-employed or allowed on the work without the prior written permission of the Engineer-in-Charge.

9) Idle Labour Charges:-

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

10) Over Run Charges:-

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

- 11) Watch & Ward:-**
The watch and ward of T&P and other material will be the responsibility of the contractor.
- 12) Statutory Deductions:-**
Statutory deduction on account of Income Tax, Works Tax, Sales Tax, GST, etc. including surcharge shall be made at source from the bills of the contractor at the prevailing rates. TDS certificate shall be supplied by HPGCL.
- 13) Goods & Service Tax:-**
No Goods & Service Tax (GST) will be reimbursed extra until and unless it is liable on the services provided by the contractor and specifically demanded for the same in his offer. However, non-claiming of GST from the HPGCL by the contractor cannot help the contractor in escaping from his liability to the Govt. against the taxable service. In case, the GST is to be reimbursed by the HPGCL, the contractor will have to submit the proof of submission of GST claimed from HPGCL to the relevant authority. The billing shall be as per the GST Norms.
- 14) Factory Act / Minimum Wages Act / Insurance Act / EPF Act etc.:-**
Strict adherence of various applicable labour laws like the Factories Act, Minimum Wages Act, ESI Act, Payment of Wages Act, the Workman's Compensation Act, EPF Act, Contractor labour (Regulation & Abolition) Act, 1970 and all other statutory requirements as amended from time to time to the entire satisfaction of Central/State Govt. Authorities, shall be the responsibility of the Contractor and he shall have to make good loss, if any, suffered by HPGCL on account of default in this regard by the contractor. EPF/ESI contributions will be deposited by the contractor in his own EPF/ESI code no. in the respective account of the workers. The contractor will submit the copy of EPF/ESI challan to Engineer-In-Charge/ Factory Manager, at the time of 90% payment along with corresponding list of workers. The contractor shall make the payment of wages to its labour in their saving account. The pay slip should be given to the contractual workers. Documentary evidence thereof shall be submitted along with the running bills. Monthly ECR of EPF & ESI deposit will be attached with the bill. Proof of Registration under Labour Act and deposition of contribution thereof should be submitted with bill (as per applicability).
- 15) Safety Rules: -**
A Firm shall have to comply with all the provisions of safety rules. The Chief Safety Officer may impose penalty of Rs.200/- per day per head if the workers of contractor are found to be working carelessly without proper protective equipments in unsafe conditions. Against violation of any other clause, a penalty of Rs 500 /- per violation (minimum) shall be levied. In case of repeated violation of serious nature resulting in various serious accident or direct loss to the corporation /threatens to cause severe consequences, higher penalty rates may be imposed including suspension/ termination of the contract. If any action is initiated by Chief inspector of factories, Chandigarh or any other authority against occupier/factory manager or any other authority of HPGCL in case of any fatal/non fatal accident or any other violation of factory act, 1948, Pb. Hr. factory rules, 1952 or any other industrial or labour act, the contractor shall be liable for the same and also to deposit the amount of fine/penalty if any. In case of default action as deem fit shall be initiated against the contractor.
- This office reserves the right to claim adequate compensation from the contractor on account of any damage caused to the plant & equipment handed over to him for execution of the work, due to careless handling or negligence on the part of the contractor.
- 16) Arbitration: -**
In case of dispute, the same shall be referred to the Chief Engineer/PTPS, HPGCL, Panipat or his nominee who will be the sole arbitrator and his decision will be final and binding on both the parties.
- 17) Laws Governing Contracts: -**
All contracts shall be governed by the laws of India for the time being in force. Irrespective of the place of delivery, place of performance or place of payment under a contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.
- 18) Loss of Plant / PTPS Property during execution of Work:-**
The contractor shall ensure that no damage or loss is done to PTPS / Plant property or any other agency in the jurisdiction of work site. In case, it is found that there is any loss to the plant equipment, PTPS property or human being due to negligence of the labour / worker of the contractor, the same shall be made good to PTPS by the contractor at his own cost.

19) Breach of Contract:-

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

- a. To recover damages as per penalty clause mentioned as above, if the said delay is not covered under the Force Majeure reasons.
- b. To get the work done from any other agency after serving a notice of three days to the contractor at his risk and cost and without prejudice to the other provisions of the work order. OR
- c. To cancel the contract by giving 7 days notice & forfeit the security.

20) Termination of Contract:-

- a. If the contractor fails to complete the work, any loss incurred by PTPS in this respect will be to the contractor's account.
- b. If the performance of the contractor is not found satisfactory, HPGCL will serve a notice of 7 days to the contractor to improve the performance failing which HPGCL has the right to terminate the contract without any compensation.
- c. HPGCL has the right to terminate the contract at any stage after giving 7 days notice without assigning any reason.

21) Jurisdiction:-

All legal proceedings in connection with contract shall be subject to the territorial jurisdiction of local court at Panipat (Haryana).

22) Electricity / Air / Water:-

Electricity / Air / Water will be provided free of cost at one point per unit as per requirement of job. HPGCL may provide suitable space for site store free of charges to the contractor. The electricity for site store / office will be provided by PTPS free of cost. The contractor will use electricity / air / water judiciously.

23) Transportation, Lodging & Boarding:-

The firm shall make its own arrangement for providing all facilities like transportation, lodging & boarding etc. for its supervisors/ staff engaged for the job. However, accommodation at PTPS, Panipat can be provided subject to availability on chargeable basis.

24) Supervision of Work:-

- a) The Engineer-in-Charge shall have the general supervision of the work. The work shall have to be started by the contractor as per the instruction of Engineer-in-Charge or his authorized representative at any time on working day, on holiday or after office hours. He has the authority to stop the work whenever such stoppage is necessary to ensure the proper execution of the contract. He shall also have authority to reject all works or part thereof and give necessary direction to carry out work again to his satisfaction. No claim whatsoever on this account will be entertained. The work shall be subjected to the inspection by Engineer-in-Charge all the time.
- b) The decision of Engineer-in-Charge shall be final with regards to all matters relating to his contract.
- c) The decision of Engineer-in-Charge for determining the category of the work with reference to the items not mentioned in scope of work shall be final.
- d) The execution of work may entail working at all the sites and weather conditions and no extra claim will be considered on this account. The contractor may have to carry out work round the clock, as per the requirement to be decided by Engineer-in-Charge.
- e) In case the contractor fails to do the extra / substituted work, Engineer-in-Charge will have the option to get the work done through any other agency at the risk & cost of the contractor.
- f) In case of any dispute, the contractor may represent in writing to the Engineer-in-Charge.

29) Telephone:-

The successful contractor shall provide the phone facility to his supervisor to facilitate HPGCL for easy communication with the contractor. The phone number shall be intimated by the contractor immediately after the award of the contract.

30) Authorized Representative:-

The firm will intimate (in writing) the name of authorized representative at site to whom necessary instructions regarding the works can be imparted and who will make correspondence regarding contract related issues.

31) 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 PTPS and set-off against any claim of the Corporation for the payment of a sum of money arising out of under that or any other contract entered into by the firm with the PTPS.

32) Subletting and Assignment:-

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

33) Short Closing of Contract:-

HPGCL reserves the right to short close of the contract at any time without assigning any reason after serving a notice of 7 days.

The HPGCL reserve its right to accept or reject the tender or to cancel the tender without assigning any reason.

34) Firm will be bound to follow the instructions issued by the officer-in-charge time to time regarding methodology/procedure or any other relating to work.

Executive Engineer/Fuel,
PTPS, HPGCL, Panipat.



An ISO: 9001, ISO: 14001 and
OHSAS: 18001 Certified Company

HARYANA POWER GENERATION CORPORATION LIMITED

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

Corporate Identity Number: U45207HR1997SGC033517

Website: www.hpgcl.gov.in

Email xenfuel.ptps.@hpgcl.org.in

Telephone No. 0180-2566376

Fax No. 0180-2566376

ANNEXURE-F

LABOUR LAWS

1). Registration of Establishment (PTPS) and obtaining the Labour License/ Renewal.

The Registration of Panipat Thermal Power Station with the list of working Contractors is required under Section -7 of Contract Labour Act, 1970. The name of working Contractor must be on the list of Contractors otherwise he (contractor) will not get Labour License/Renewal from the Labour Department, Haryana Govt. So as and when the work is awarded to the contractors other than included in the list of contractors attached with the Registration of Panipat Thermal Power Station, the contractor will ensure that his name on the prescribed Performa is intimated to the Centralized Agency by the officer in charge of the work for getting his name including in the said list.

Further after the needful, the contractor will be under obligation to obtain labour license/ its renewal under Section 12 of ibid Act from the Labour Department, Haryana Govt. by completing the requisite formalities.

2) Payment of wages to the workers deployed on the work Under Section 63 to 73 of Contract Labour Act-1970 .

The contractor will be bound to pay wages to the workers deployed by him on the work as per minimum wages fixed by Labour Department, Haryana Govt. , Chandigarh and follow revision from time to time. He will display on the notice Board of his site office, the date of making monthly wages payment which should be on or before 7th of every month. The payment shall be made in currency & coins in the presence of authorized representative of the Principal Employer/ official from the Labour Department Haryana Govt. In case of default , the contractor will be liable for prosecution under the ibid Act.

3) Maintaining the Registers and records Under Section – 74 to 78 (a to d) of Contract Labour Act-1970 .

The contractor shall maintain necessary records under the provisions of ibid Act viz. Register of Workman employed (Section -75), Issuing of Employment Cards (Section 76), Service Certificate (Section 77), Register of wages (Section 78 (a) to (d)), Attendant Register, Register of Over time , Register of deduction, Register of advance, Register of fines, Issuing of Wages Slips, etc., the same shall be made available with the site In charge of the work or authorized representative of the contractor for checking/ inspection as and when required by the officer In charge of PTPS authorities or Labour Department , Govt. of Haryana. Non maintaining/ non production of the above Registers /Forms, under Section- 23 – 24 of the ibid Act will be treated as offence and contractor will be liable for prosecutions by the Labour Department, Govt. of Haryana.

4) Age limit of the workers.

No labour below the prescribed limit of age i.e. 18 years and above 60 years shall be employed by the contractor on his allotted works.

5.A)Compliance of various Labour Acts.

The contractor shall abide by all the labour laws required to be followed and he shall furnish an undertaking on NJSP of appropriate value duly attested by the Notary Public to the effect that he will comply with all the Acts, laws and Regulations as may be applicable with regard to performance of work including Factory Act-1948, Industrial Dispute Act-1947 , Employees State Insurance Act-1948 , Employee Provident Fund Act-1952, Payment of Wages Act-1936 , Minimum Wages Act-1948, Contract Labour Act (R&A , 1970) Workmen compensation Act 1923 and others rules and regulations as framed by the Central/ State Govt. in this regard from time to time.

(B). The contractor shall also specify in the above Undertaking that all the labour / workmen engaged by him for rendering the services under the contract, will be the employees of the contractors for all intents and purposes and shall have no claim / right on the HPGCL. All the risks, responsibilities and liabilities towards his labour shall be owned by him. The contractor will take such steps as may be directly responsible for any dispute arising between him and his labour / workmen and keep the HPGCL and its officers indemnified from and against all losses, damages and any claim/ liability arising there from. Under no circumstances whatsoever, HPGCL would be held responsible in respect of contractor's workers. In case any expenditure is incurred by HPGCL as a result of certain dues on the part of the contractor's labour or otherwise, the HPGCL is entitled to recover / claim such dues /compensation from the contractor's pending payments bills or through court of law.

(C) Besides the above, the contractor shall obtain an affidavit on the NJSP value duly signed and witnessed by him under his seal and duly attested by the Notary Public from his each and every individual worker/ employee that they will not claim any employment in HPGCL in lieu of services rendered by them to the contractor namely **M/S** _____ Work Order No. _____ dated _____ and all the disputes, whatsoever and of any nature, will be settled by their contractor who has engaged them. These affidavits along with his own undertaking as per Para-A&B above, shall be submitted by the contractor to the Officer-in-Charge (Applicable for ARC/AMC type contracts only).

6) Deposit of EPF contribution of the workers along with Employer share.

It is statutory obligation for the contractor to deduct EPF contribution for the employee drawing wages up to Rs.6500/- per month. The rate of deduction i.e. 12% on the minimum wages fixed of the labour by the Govt. or actual wages drawing **(i.e. basic pay +DA +cash value of food concession +leave encashment)** and deposit the same with his share @ 12% (8.33 % in pension fund and 3.67% in employees contribution) and deposited the same with the EPF Department with 1.61% administrative charges in their allotted EPF Code up to 15th of due month failing which interest and damages will be charged., Copy of the deposit challan alongwith ECR for 25.61% as mentioned above shall be submitted along with running bills in the office of officer in charge of the work by the contractor. It is responsibility of the contractor to make the inspection of record of deposit of EPF contribution of their labour from the EPF Department and copy of the same will be submitted to the officer incharge of work / Accounts Branch/CLWO and only after that the security of the firm will be released.

The contractors having out of state EPF Code will also get their record inspected from Local EPF office. (Panipat).

7) Deposit of ESI Contribution of the workers along with Employer share.

It is statutory requirement for the contractor under ESI Act 1948 that the workers drawing gross wages up to Rs.23000/- , 1.75% contribution is deducted from the wages of such worker and deposit along with Employer share of 4.75% i.e. total 6.5% with the authorized bank/ branches of ESI Department by the contractor to cover their workers under ESI Scheme up to 21st of due month, otherwise, interest and damage will be charged on deposit of delayed payment. The contractors will get their ESI Code.

It is also responsibility of the contractor to get the facilities as provided under ESI scheme, extended to their workers viz. issuance of ESI Cards, filing the Returns on prescribed **Form- 6** on due dates i.e. 12 May, 11 November, every year in local ESI office, otherwise he will be prosecuted by the ESI Department as provided in the ibid Act. In case of non issuance of ESI Cards, the workers will not get the medical facilities / pension benefits to the widow which are provided by the ESI Department and contractors will be responsible for consequences.

8) Deposit of Labour Welfare Fund along with Employer share.

In pursuance of Haryana Govt. Labour Department Gazette Notification dated 12th April, 2012 with latest amendment, the contractors are required to deduct Labour Welfare Fund @ Rs10/- from each worker and deposit the same with Employer's share @ Rs.20/- per worker (total Rs.30/- each worker) with the Welfare Commissioner, Haryana , Chandigarh in shape of Demand Draft in their favour along with list of workers for whom the same is being deposited. The copy of proof in this respect shall be submitted along with bills to officer-in-charge/ Account Branch.

9. Factory ACT/Minimum Wages ACT/Insurance ACT/EPF ACT Etc

Strict adherence of various applicable labour laws like the Factories Act, Minimum Wages Act, ESI Act, Payment of Wages Act, the workman's compensation Act, EPF Act, Contractor labour (Regulation & Abolition) Act, 1970 and all other statutory requirements as amended from time to time to the entire satisfaction of Central/State Govt. Authorities, shall be the responsibility of the Contractor and he shall have to make good loss, if any, suffered by HPGCL on account of default in this regard by the contractor. The contractor will submit the copy of EPF Challan alongwith ECR and ESI Challan alongwith its contribution details at the time of 90% payment to CLWO. The EPF contributions will be deposited by the contractor in his own EPF code no.

10 INSURANCE OF WORKERS

The contractor will be solely responsible for any liability for his workers in respect of any accident, injury arising out and in course of contractor's employment. To meet his aforesaid obligation under the workmen Compensation Act, the contractor will obtain cover note from the Insurance Company under W.C. Policy in respect of persons employed by him for carrying out his work and obligation under the agreement. The premium payable for the aforesaid Insurance Policy shall be borne by the contractor. The contractor shall ensure that the said Insurance Policy of this insurance cover is required to be submitted by the contractor to Engineer-in-charge of work/CLWO immediately after issue of LOI, but before

the start of work. Payment against the work done will not be released to the contractor until and unless the contractor submits photocopy of Insurance cover. This is mandatory for all the contractor's workers who are not covered under ESI, while working in PTPS premises.

- 11.) The labour clearance certificate from CLWO, PTPS, Panipat is to be attached along with the bill.

**Executive Engineer/Fuel,
for Chief Engineer/PTPS,
HPGCL, Panipat**



An ISO: 9001, ISO: 14001 and
OHSAS: 18001 Certified Company

HARYANA POWER GENERATION CORPORATION LIMITED

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

Corporate Identity Number: U45207HR1997SGC033517

Website: www.hpgcl.gov.in

Email xenfuel.ptps@hpgcl.org.in

Telephone No. 0180-2566376

Fax No. 0180-2566376

ANNEXURE-G

STATEMENTS OF BIDDERS

1. Name of Bidder _____
2. Address of Head Office _____
3. Correspondence Address _____

4. Legal status
5. PAN & TIN Number of the Bidder (attached self attested photocopies)
PAN _____ TIN _____

CST No. _____.
6. Bank Details (attached signed cancelled cheque)
 - i) Bank Name & Address
 - ii) Bank Account Number
 - iii) Bank Branch Code
 - iv) IFSC Code of Branch
 - v) Nature of account (current/saving/OD/CC)
7. Any other
 - (i) Contact Number _____
 - (ii) Email Address _____

Signature & Stamp of Bidder

Name & Designation of Authorized Bid Signatory _____



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ANNEXURE-H

Acceptance Certificate

I _____ Designation _____

of (Name of the Company) _____

here by accept the terms and conditions given on page No. 1 to 16 of the tender document (E-NIT No./)

For M/s _____

CHECK LIST FOR CONTRACTOR

Sr. No.	Technical Specification	Bidder Response (Yes or No)
1	Earnest Money Deposit.	
2	Acceptance of all terms & conditions of tender.	
3	Documentary Evidence regarding Qualification Criteria	
i)	Proof for possessing the Labour License from Labour Department, Govt. of Haryana or requisite undertaking.	
ii)	EPF No.	
iii)	Service Tax No./GST No.	
iv)	ESI No.	
v	PAN No. / TAN No.	
vi)	<p>The bidder must have experience of having successfully executed Work Order (s) in HPGCL/NTPC/any SEBs/any PSU/any Corporation/Central Govt./State Govt./ Semi Govt. or any Thermal/Hydel Plant and have average annual turnover and other eligibility condition as given below.</p> <p>Tender shall be considered of those firms, who have already successfully executed the Work Order(s) for the same or similar work during last 5-years last day of the month previous to the month (i.e. ending 31.05.24) in which applications are invited having minimum order value as under:</p> <p>Single order of the value not less than Rs. 2.60 Lakh inclusive of GST.</p> <p style="text-align: center;">Or</p> <p>Two orders of the value not less than Rs.1.60 Lakh each inclusive of GST.</p> <p style="text-align: center;">Or</p> <p>Three orders of the value not less than Rs.1.30 Lakh each inclusive of GST.</p>	
vii)	Copy of the repeat work order for similar nature of work from the same organization, in case of non-supply of successful completion certificate against work order/purchase order as mentioned in Sr. No. 3-vi) above.	
viii)	Authority letter in the name of the Authorized Person who has signed the Tender Document / Price Bid on behalf of the Contractor / Company.	

FORMAT FOR CONTRACT AGREEMENT

1. This agreement made at **PTPS, Panipat** and entered into this day of 2022, between Haryana Power Generation Corporation Limited. acting through the **Chief Engineer/PTPS, Panipat** (hereafter called "HPGCL" which expression shall unless executed by or repugnant to the context include its successors and assignees) having their registered office at Panchkula on one part and M/s (Name of the Company) having their registered office at (Address) (hereafter referred as "Contractor" which expression shall unless excluded by or repugnant to the context include its successors of permitted assignees) on other part.
2. In accordance with HPGCL E-NIT no..... dated and offer submitted by the Contractor vide offer no. dated..... and whereas the said offer accepted by HPGCL under Letter of Acceptance No.....dated.....and followed by detailed Work Order No.....dated....., on the terms and conditions specified in the aforesaid e-NIT & Work Order.
3. Now this agreement witnessed and it is hereby agreed and declared as under:-
In consideration of value of the contract vide Work Order No..... dated.....viz Rs.....placed with the contractor on the terms and conditions specified in the contract the Contractor hereby covenant with the Corporation that he shall and will duly provide and execute the work and shall perform all other works and things in this contract mentioned and described and which are implied then from or may reasonably be necessary for the satisfactory execution of said work within and of the same time in the manner and subject to the terms and conditions stipulated in this contract and the HPGCL shall pay to the Contractor all the sums of money as and when they may become due and payable under the terms and provision of this contract.
4. The Contractor shall undertake the work for **Collection and Preparation of Coal Samples at HPGCL Thermal Power Plants of PTPS Panipat** as per terms and conditions enumerated in work order no._____ dated _____ and will execute the same within stipulated period in accordance with the specification and conditions.
5. The Contractor shall indemnify the HPGCL for payment of all claims or any compensation for injury caused to any person whether workman or not or for any other cause of action in pursuance of this contract and bound to defend HPGCL in all such cases brought under the Workman's Compensation Act or any other statutory rules. The Contractor shall only be liable for claims / compensation payment of such claims.
6. The aforesaid HPGCL's work orders along with the Contractor acceptance letter no.dated....., regarding date of starting the work addressed to the Chief Engineer/PTPS, HPGCL, Panipat shall be deemed to be the part of this contract.
The said papers are signed by Mr.....for and on behalf of the Contractor and Mr.....for and on behalf of the HPGCL for the purpose of identification annexed herewith as scheduled:-
 - i) HPGCL e-NIT No.....dated:.....
 - ii) LOA No.....dated.....
 - iii) Work Order No.....dated.....
 - iv) In witness whereof the parties hereto have set their respective common seals with signatures to be herein to be affixed to the day and month of the year first above written.

Signature of the Contractor
with seal

Signature of the Owner or
HPGCL representative with seal

Signature of witness

Signature of witness

Annexure-K

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

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

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

B. Concessions / benefits to Medium Enterprises:-

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

			performance & experience. The firm will be required to submit the detailed information in respect to above through an affidavit as per the format enclosed at Annexure-G .
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Further, the benefit of discounting of 50% Haryana VAT review from the composite price bid for the purpose of financial evaluation of the bids as per the policy guidelines issued vide GO No-2 / 2010-41-B-II of dated 19.12.2011 will continued to be applicable to all Haryana billing firms including MSMEs covered in the above policy scope.

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

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

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

Annexure-K(1)

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

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

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

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

Dated:

DEPONENT

VERIFICATION:

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

Dated:

DEPONENT

Annexure-K(2)

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

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

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

1. M/s / our above noted enterprise M/s _____ (name & Complete Address) _____ has been issued manufacturing Entrepreneurs Memorandum in Haryana by the District Industries Center _____ under acknowledgement No. _____ of dated _____ (Self certified copy of the same is attached as **Annexure-I** 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 Dept. / Agency) _____ vide P.O. No. _____ of dated _____ for the supply of _____ (name of the item/good/works/services) was successfully complied by above mentioned Enterprises. A self certified copy of the same is attached as **Annexure-II** with this affidavit.
4. That in case the Purchase Order of the quoted item is issued to me/us, it will not be outsourced or subcontracted to any other firm and the entire manufacturing of the order item shall be done in-house by our enterprise based in Haryana, (address mentioned as at Sr. No.1).
5. That we agree to the condition that this benefit / concession to the Medium Enterprise is valid for one year from the date of getting the first supply order under state Public Procurement.
6. That the billing will be done from Haryana.

Dated: _____

DEPONENT

VERIFICATION:

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

Dated: _____

DEPONENT

Government of Haryana
Department of Industries & Commerce

ORDER

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

Dated: 20/10/2016

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

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

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

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

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

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

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

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

Dated: 19.10.2016

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

Performa for Rate quoting sheet

(To be filled online in a separate excel file)

S No	Description of Work	UOM	Biomass Pellets Qty(MT) to be sampled (A)	Unit Rate per MT to be quoted by the contractor including GST (Presently GST is 18%) in Rs. (B)	Total Amount (Rs) including GST (C=A+B)
1	Sample collection and preparation of Agro based Torrefied Biomass pellets at PTPS Panipat	MT	142762		

All terms and condition will be acceptable.

Note : 1. The firm will deploy manpower to carried out the work round the clock as & when the Pellets consignment arrives including night hours.

2.Fill the price bid with due care in Indian Rupees Only.

3.For any query you may contact to the office of Executive Engineer/ Fuel, PTPS, Panipat (M.No. 9355084807, 8222022588)