ONLINE NOTICE INVITING TENDER

Tender Enquiry No. PTP/POM – 111851

Description of Item Chlorine Safety Toner Hood

Quantity & Specifications As per Annexure-B

Start date and time of tender uploading 26/11/2018 at 19:00 Hrs

Last date for submission of tender 26/12/2018 up to 13:00 Hrs

Technical Opening (Part-I) 26/12/2018 at 15:00 Hrs

Estimated Cost Rs 2,14,60,00/-

Tender Fee (Non-refundable) Rs.1180/- only

e-service Fees (Non-refundable) Rs.1000/- only

Earnest Money NIL

GENERAL TERMS & CONDITIONS As per Annexure-A

TECHNICAL SPECIFICATIONS / SCHEDULE OF DELIVERY OF MATERIAL As per Annexure-B

STATEMENTS OF BIDDERS As per Annexure-C

BENEFITS / CONCESSIONS TO THE HARYANA BASED MICRO, SMALL AND MEDIUM INDUSTRIAL ENTERPRISES As per Annexure-D

INSTRUCTIONS TO THE BIDDER FOR E-TENDER As per Annexure-E

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

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

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

The bidder must have experience of having successfully executed purchase orders for supplying same/similar item in HPGCL/NTPC/ any State Electricity Board/any Public Sector Undertaking / any Corporation/Central Govt. /State Government Undertaking/Semi Govt. or any Thermal Power Plant/ Hydel Plant during last 5 years ending Oct. 2018 along with copy of satisfactory performance certificate / repeat order from the same organization. The experience of execution of purchase order should be as under:-

- Single order of value not less than Rs. 1.72 Lacs
  Or
- Two orders of value not less than 1.07 lacs each.
  Or
- Three orders of value not less than Rs. 0.86 lacs each.

(b) The bidder should certify having testing facilities at its works or the testing will be carried out at any Govt. approved test laboratory acceptable to HPGCL. HPGCL shall notify the list of the acceptable lab.

(c) The bidder should certify that it has not been blacklisted by any organization presently. However in case such certification is found wrong at a later stage, then it will be construed as misrepresentation of facts and the bidder shall be liable for blacklisting and other penal actions.

Note: - The firm should fill tender as per annexure-A of General Terms & Conditions and submit authentic supporting documents for proving its credential. Original documents may be asked for verification at the time of finalizing the tender. A certificate to the effect that the tenderer is not blacklisted should also be submitted.

An ISO:9001, ISO: 14001 and OHSAS : 18001 certified company

PANIPAT THERMAL POWER STATION
A Unit of Haryana Power Generation Corporation Ltd.
(Corporate identity Number : U45207HR1997SGC033517)

Assandh Road, Panipat - 132105
Ph:0180-2566006,Fax:0180-2566375, e-mail:ptpprcnproc1@gmail.com
Website: www.hpgcl.org.in, GST No. 06AABCH4536J1ZM
Taxpayer Legal / Trade Name: Haryana Power Generation Corporation Ltd.
listed from any Public Sector undertakings of Central Govt./State Govt./SEBs/Corporations/any other reputed thermal plant. Decision of the HPGCL regarding fulfillment of pre qualification requirement shall be final and binding upon the bidders.

1. Application for bidding, conditions of the contract and other information can be had from the office of XEN/P-I (ptpsxenproc1@gmail.com) on any working day prior to last date of submission of tenders. The payment of Tender Document Fee and eService Fee can be made online directly through Debit Cards & Internet Banking Accounts. The payment of Earnest Money can be made by eligible bidders/contractors online directly through RTGS/NEFT.

2. **Disqualification of the Bidder**:
   i. Even though the bidders meet the above Qualifying Criteria they are subject to be disqualified, if they have made misleading or false representations in the forms, statements and attachments submitted in the proof of the qualification requirements.
   ii. The Bidders shall supply partnership deed in case of partnership firm / Memorandum of Association and Article of Association in case of a company.
   iii. Notwithstanding anything stated above Haryana Power Generation Corporation Ltd. reserves the right to assess the Tenderer’s capacity to perform the contract should the circumstances warrant such assessment in the overall interest of the Haryana Power Generation Corporation Ltd. In this regard the decision of corporation will be final.

3. Before submitting tenders the instructions may be read carefully regarding submission of tender. If any bidder finds discrepancies or omissions in the tender documents or is in doubt as to the true meaning of any part, he shall clarify same from tender issuing office in writing before the due date of submission of the bid.

4. 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.

5. Tenders through Fax / E-mail / telegraphic tenders shall not be considered. Incomplete, obscure or irregular tender is liable for rejection. If the tenderer deliberately gives wrong information in his tender, HPGCL reserves the right to reject such tender at any stage.

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

7. The tender documents can also be seen on HPGCL Website i.e. www.hpgcl.org.in.

8. The tenderer will quote their rates strictly as per details of materials specifications.

9. The rate negotiations could be held up to L3 bidder, if the difference between the L1 quoted rates and those quoted by L2 and L3 is within 5% of the L1 quoted rates. In case where the L1 bidder refuses to further reduce his offered price and the L2 or L3 bidders come forward to offer a price which is better than the price offered by L1 bidder, the bidder whose price is accepted becomes L1 bidder. However, in such a situation, the original L1 bidder shall be given one more opportunity to match the discounted price. In case of acceptance, he would be treated as L1 bidder.

10. Rates shall be quoted by the tenderer, item wise with price breakup on FOR destination basis. No deviation in terms shall be allowed. However, if not provided separately, then loading of Packing & Forwarding, Freight and Transit Insurance shall be done, for comparison purposes, as under:
   a) Packing &Forwarding: @ 0.5% of basic rate.
   b) Freight: @ 4.0% of basic rate or the railway freight on the basis of published goods tariff of Indian Railways or freight on the basis of publication/certification of some approved transporter in case of any other mode of transport declared in the NIT, whichever is higher.
   c) Transit Insurance: @0.25% of basic rate.
   d) Loading on account of deviation in payment terms shall be made @ 0.5% per week or part thereof at the time of preparation of comparative statement.
11. Purchase preference of the tendered quantities may be allowed as per policy of the State Government to the Industrial Units located in Haryana on the lowest valid rates if tenderer so claim with requisite documentary evidence.

12. The bidders / Suppliers shall observe the highest standards of ethics during the submission of tender, procurement and execution of the contract. In case of evidence of cartel formation by the bidder(s) EMD is liable to be forfeited.

13. The bidder shall bear all costs including bank charges, if any, associated with the preparation and submission of his bid and the purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

14. Any statutory taxes/duties/other levies, if to be charged extra should be clearly indicated by tenderer in their offer separately, failing which it will be presumed that their quoted prices are inclusive of all such statutory taxes/ duties/other levies.

15. No deviation from the terms & conditions of tender shall be accepted. Once bidder submits the tender online, it is presumed that all the terms & conditions are accepted including payment terms.

16. Opening of Tender:

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

a) The Price Bid (Part-II of the tender) shall be opened after Part-I of the tenders have been scrutinized and evaluated. The tenderers whose Part-I have been approved, will be allowed to participate in opening of Price Bid (Part-II). The due date and time for opening of Price Bid (Part-II) shall be informed later on.

b) Earnest Money: - The Tenderer shall deposit requisite Earnest Money along with the tender to ensure that the tenderer takes up the contract in right earnest. An EMD amounting to NIL is applicable.

i) The EMD of the successful tenderer will be adjusted against security deposit in the event of placement of order. EMD of unsuccessful tenderer will be refunded on finalization of contract.

ii) No interest shall be payable on Earnest Money Deposit.

iii) HPGCL reserves the right to forfeit Earnest Money Deposit or part thereof in circumstances which may indicate that the contractor is not earnest in executing the contract. EMD shall also be forfeited in case the bidder does not come forward for execution of the contract agreements and submission of balance security deposit.

iv) If the tenderer withdraws his tender at any stage during the currency of his validity period, the earnest money shall be forfeited in full in such cases.

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

Executive Engineer/Proc-I
For CE/PTPS, HPGCL, Panipat.
Information Regarding Online Payment of Tender Document, eService & EMD Fee.

The Bidders can download the tender documents from the Portal: https://haryanaeprocurement.gov.in.

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

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

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

The following are exempted from depositing the earnest money:-

i. Public Sector Undertakings of the Central/ Haryana State Government.

ii. Firms borne on D.G.S. & D/DS&D Haryana rate contracts.

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:-

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Department Stage</th>
<th>Tenderer’s Stage</th>
<th>Start date and time</th>
<th>Expiry date and time</th>
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<tbody>
<tr>
<td>1</td>
<td>Tender Authorization &amp; Publishing</td>
<td>------------------</td>
<td>26/11/2018 at 19:00 Hours</td>
<td>26/12/2018 upto 13:00 Hours</td>
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<tr>
<td>2</td>
<td>------</td>
<td>Downloading of Tender Documents &amp; Bid Preparation &amp; Bid submission</td>
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<td>19:00 Hours</td>
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<td>3</td>
<td>------</td>
<td>Last date of submission of EMD online</td>
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<td>4</td>
<td>Technical Opening (Part-I)</td>
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<td>26/12/2018 at 15:00 Hours</td>
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<tr>
<td>5</td>
<td>Shortlisting of Technical bids &amp; Opening of Financial Bid</td>
<td>-----</td>
<td>Will be intimated to the firms on their E-mail</td>
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GENERAL TERMS AND CONDITIONS OF CONTRACT (Supply order)

1) Definitions:-

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

a) The ‘Purchaser’ shall mean the HPGL and shall include its successors in office and assigns.

b) The ‘Supplier /Manufacturer’ shall mean M/s. , and shall include the Supplier’s legal representatives, successors, and assigns.

c) ‘Material’ shall mean and include the material to be supplied by the Supplier under the contract as per contract.

d) ‘Specifications’ shall mean and include the specifications as detailed in the Annexure attached herewith and attached thereto as well as samples and patterns (if any).

e) ‘Drawing’ shall mean the drawing /drawings annexed to the specification (if any) or as approved by the purchaser.

f) The ‘Site’ shall mean and include lands & buildings over / under upon where the materials are to be installed and used in accordance with terms & conditions.

SCHEDULE ‘C-1’
Annexure-A

(Referred to in regulation 7)

2) PARTIES:

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

Supplier: M/s. On which P.O. is placed.
Purchaser: Panipat Thermal Power Station, Panipat(A unit of Haryana Power Generation Corporation Ltd.)

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

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

4) PRICES:

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

(a) Packing & Forwarding: @ 0.5% of the basic rate.

(b) Freight: @ 4.0% of the basic rate.

(c) Transit Insurance : @ 0.25% of basic rate.

(II) GST, if charged, separately shall be paid as per actuals within delivery period on production of following certificates:

GST:

a) Certified that the GST charged in the bill is not more than what is payable under provisions of the relevant act or rules made there under.
b) Certified that the amount of Rs. claimed as GST in the bill is in accordance with the rules made there under in all
respects and that the same has been paid to the Excise authorities.(Signature of Supplier). Further, self authenticated tax invoice shall be provided containing the following information: i) Rate of GST ii) Date and time of removal of goods etc. Certified that we are registered as dealer and our Haryana/SGST no. is ______ / Our GST No. is ______ (Signature of Supplier)

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

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

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

5) EARNEST MONEY AND SECURITY DEPOSIT:-
Every tenderer, while submitting his tender, shall deposit the earnest money specified in the NIT (Rs. NIL) by way of RTGS/NEFT, without which the tender shall be rejected forthwith.

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

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

Provided further that the provision of this regulation may not apply to a Public Sector undertaking of the Central/ State Government, firms borne on D.G.S & D / DS&D Haryana rate contract, firm registered with Director of Industries, Haryana or with National small industries corporation, Govt. of India or the firms having permanent EMD of Rs.10.00 Lac at the respective project / office.

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

I. If the tenderer withdraws his tender at any stage during the currency of his validity period.
II. If the P.O. has been issued but the supplier refuses to comply with it.
III. Where the purchase order has been complied with but the supplier stops making the supplies after partially fulfilling the purchase order.
IV. In the event of breach of a contract in any manner.
V. In the case of evidence of cartel formation by the bidder(s).

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

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

6) PAYMENT TERMS:-
Subject to any deductions which the purchaser may be authorized to make under this contract, the payment for the material shall be made as under:-

One hundred percent payment shall be made within 21 working days of receipt of material at site in good condition and after receipt of 10% Performance Bank Guarantee (if applicable) and on submission of requisite documents as per Purchase order.

90% payment against documents through bank within 21 working days of receipt of information from the bank and receipt/adjusting of 10% Performance Bank Guarantee (if applicable) and on submission of requisite documents as per Purchase Order and balance 10% after receipt of material in good condition.

Note: Receipt of material at site shall mean receipt of material in accordance with terms of the Contract after test and inspection by the Purchaser or his authorized agent, along with the requisite documents specified in clause no. 10.

7) MODE OF PAYMENT:-
Payment shall be released by the Sr. Accounts Officer, O&M-II, PTPS,Panipat by account payee cheque payable at ______/RTGS/NEFT, For payment through RTGS/NEFT, the supplier will provide complete bank details viz. Name of Bank/Branch, Account Number, Type of Account, IFSC Code etc. to Sr. Accounts Officer, O&M-II, PTPS,Panipat.
8) DELIVERY PERIOD AND DAMAGES FOR DELAY:-
The date of delivery of material as specified in the purchase order shall be the essence of the contract between the supplier and the Corporation, and the delivery of each consignment must be made as per delivery schedule.

No supplies/ consignments received after the date on which they were actually due according to the terms of the purchase order, shall be accepted by the consignee, except with the written approval of the purchasing authority. Even in case of acceptance of delayed supply the supplier shall be liable to pay @ 0.5% per week or part thereof of the delay of the value of the goods so delayed where the part supply is acceptable and of the PO value where part supply is not acceptable, subject to a maximum of 5% of the total value of the delayed / undelivered supplies.

The delivery period shall be reckoned from the 7th day of issue of P.O./ L.O.I. whichever is earlier.

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

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

HPGCL has the right to get the pre-dispatch inspection done from third party along with HPGCL representative.

In case, the supplier is not having its own testing facility and any agency has not been specifically mentioned in the PO, then the supplier will submit the test certificates issued from any Govt. approved laboratory.

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

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

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

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

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

A) Concerned Executive Engineer (Purchaser copy):-
   a) Acceptance of PO
   b) Readiness of material/ inspection call
   c) Copy of invoice/a unique Invoice No. suffix with PTPS with HSN code of each item and their respective GST rate
   d) Copy of RR/GR
   e) Advance intimation of dispatch
   f) Test Certificates

B) Concerned Sr. A.O. (Accounts copy)
   a) Copy of invoice/a unique Invoice No. suffix with PTPS in triplicate
   b) GST Certificate
   c) Proof of Insurance charges
   d) Interchangeability Certificate
   e) D.D on account of security deposit
   f) Guaranty/Warranty Certificate
   g) Copy of inspection report
   h) Performance Bank Guaranty
   i) Copy of R.R./G.R.
   j) Copy of R.R./G.R.

C) Concerned Executive Engineer/ Stores (Consignee copy)
   a) Copy of invoice/a unique Invoice No. suffix with PTPS
   b) Copy of Inspection Report
   c) Dispatch particulars
   d) Copy of RR/GR.
   e) e-way bill

D) Appropriate branch of State Bank of India, if document are to be negotiated through Bank
   a) Copy of invoice/a unique Invoice No. suffix with PTPS
   b) Original RR/ GR.

Note:-

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

b) Our Taxpayer Trade / Legal Name is Haryana Power Generation Corporation Ltd. With GST No 06AABCH4536J1ZM. The firm must associate word PTPS in suffix with their Unique Invoice No. and also upload same on auto populated details.
11) **PACKING:-**
The supplier shall provide for secure protection & packing of the equipment in accordance with the best established Practices so as to protect the equipment from damages. Any breakage, damage and/or pilferage including when in transit arising from faulty packing shall be the responsibility of the supplier.

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

12) **MODE OF TRANSPORT:-**
The normal mode of transport for dispatch of material from supplier's end shall be by train / approved road transporter of HPCL.

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

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

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

The Supplier shall be responsible for all loss, destruction, damage, deterioration of the material from any causes whatsoever in the course of transit from the Supplier to the consignee. If insurance is in the scope of consignee, the firm will intimated to consignee advance about dispatch of material otherwise all the losses, if any will be in the account of supplier.

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

14) **PERFORMANCE BANK GUARANTEE:-**
Supplier shall submit bank guarantee of the Nationalized Bank equivalent to 10% of the order value in the prescribed Performa valid up to 21 months from dispatch of material.

15) **WARRANTEE:**
The supplier shall be made responsible to replace free of cost, with no transportation or insurance cost to the Corporation, up to the destination the whole or any part of the material, which in normal and proper use proves defective in quality or workmanship, subject to the condition that the defect is noticed within 12 months from the date of use of material at site or 18 months from the date of receipt, whichever period may expire earlier. The consignee or any other officer of the corporation actually using the material will give prompt notice of each such defect to the supplier as well as the Purchasing Authority and the Sr. A.O. The replacement shall be effected by the supplier within reasonable time, but not, in any case, exceeding 45 days. The supplier shall, also, arrange to remove the defective supply within a reasonable period, but not exceeding 45 days from the date of issue of the notice in respect thereof, failing which, the corporation shall reserve the right to dispose of the defective material in any manner considered fit by it at the sole risk and cost of the supplier.

Any sale proceeds of the defective material after meeting the expenses incurred on its custody, disposal, handling etc. shall, however, be credited to the supplier's account and set off against any outstanding dues of the corporation against the supplier.

The supplier shall furnish warrantee certificate stating that, "we will be responsible to replace within 45 days of the date of issue of notice, free of cost, with no transportation or insurance-cost to the Corporation, up to the destination the whole or any part of the material supplied by us against P.O. No.- _______ dated ________ within a period of ________ which in normal and proper use proves defective in quality or workmanship, within 12 months from the date the material is received by the consignee or 18 months from the date of dispatch whichever is earlier".

The provisions shall, mutatis mutandis apply to the replaced material. In case the material is again found to be defective within a period of 12 months of its replacement, it shall also have to be replaced similarly (Guarantee/warrantee clause shall be applicable to the replaced material also).

16) **FORCE MAJEURE:-**
The delay in the delivery of the supply may be treated as force majeure to the supplier only if:-

i) The delay in manufacture or delivery of the material /equipment on order 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, fires, floods, strikes, lock-outs, freight embargoes, war-risk riots and civil commotion and

ii) The supplier’s request for extension of the delivery period along with all necessary evidence, before the expiry of the schedule date (s) of delivery.

Non-availability of raw material or any other similar cause shall not be considered as a force majeure circumstance.

17) **DEMURRAGES:-**
The Supplier shall be responsible for all demurrage charges due to late receipt of G.R. and non-receipt of prior intimation of dispatch of material to the consignee. G.R. through bank other than specified one will not be accepted. If any consignment and or its relevant shipping document are dispatched to an incorrect address / destination or parts of the case, the additional expenses involved & delay in delivery shall be to the Supplier’s account.
18) ARBITRATION:
All matters, questions, disputes, differences and / or claims arising out of and / or concerning, and /or in connection with, and /or in consequence of, and /or relating to the contract whether or not obligations of either of both the Supplier and the Corporation under that contract be subsisting at the time of such dispute and whether or not the contract has been terminated or purported to be terminated or completed, shall be referred to the sole arbitration of MD, HPGCL or an officer appointed by the MD, HPGCL as his nominee. The award of the Arbitrator shall be final and binding on both the parties to the contract.

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

The arbitrator may, from time to time, with the consent of the parties to the contract enlarge the time for making the award. The venue of the arbitration shall be the place from which the acceptance of offer is issued or such other place as the Arbitrator, in his discretion, may determine. All arbitration proceedings under this regulation shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 and the Rule there under, with any statutory modification thereof for the time being in force.

19) LAWS GOVERNING CONTRACTS:-
All contracts shall be governed by the laws of India for the time being in force.

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

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

20) RISK PURCHASE:-
In the case of delay or non-supply of any or all the material on the dates they are due, the HPGCL will have a right to refuse to accept such delayed supplies and to make the purchase of the material so delayed or not supplied from any alternative source or through departmental manufacture, at the sole risk and cost of the supplier. Any extra expenditure incurred on such purchase or departmental manufacture shall be recoverable in full from the supplier in addition to the Corporation's right or claim for applicable liquidated damages or penalty.

21) INTERCHANGEABILITY:-
Supplier shall furnish interchangeability certificate, wherever applicable, that all the spares are identical in construction, interchangeable and suitable to the equipment installed at site.

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

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

24) SUBLETTING AND ASSIGNMENT:-
The Supplier shall not, sublet, transfer or assign the contract or any part thereof or interest therein or advantage thereof in any part thereof in any manner whatsoever without prior consent of the Purchaser.

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

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

3. Any other term not defined in instructions to the bidder or above terms and conditions should be interpreted as defined in HPGCL Purchase Regulation “2011”.

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

25) The validity of the tender/off er shall be for 120 days from the date of opening of the price bid.

XEN/Proc-I,
For CE/PTPS, HPGCL, Panipat
ANNEXURE-'B'

SPECIFICATIONS / SCHEDULE OF DELIVERY OF MATERIAL
(At least 15 days advance intimation shall be given by the Supplier to each consignee before the dispatch of material failing which demurrage, warfage charges will be to the account of Supplier.
Copies of such intimation shall be sent to the purchaser also.)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>HPGCL Item Code No.</th>
<th>Name of items</th>
<th>Name of Consignee</th>
<th>Destination of Consignment</th>
<th>Qty. to be supplied</th>
<th>Due Date of Supply</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>17413100100001</td>
<td>CYLINDER SPARES ITEM NAME: CHLORINE SAFETY TONNER HOOD MATERIAL: FIBRE REINFORCED PLASTIC SIZE: THICKNESS: 3 TO 5MM EQUIPMENT: CHLORINE CYLINDER MAKE: NOT AVAILABLE MODEL/ SIZE: 1500KG ADDITIONAL INFORMATION: WITH DIFFUSER HOLE, DIA: 150MM Note: 02 no. hooks on top having dimensions as below: Length= 15&quot; Height= 4&quot;</td>
<td>Xen/Stores, PTPS, Panipat</td>
<td>PTPS, Panipat</td>
<td>02 NO</td>
<td>Within 03 months from the date issue of PO</td>
</tr>
</tbody>
</table>

Signature & Stamp of Supplier
STATEMENT 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)
   i. PAN _______________________________
   ii. TIN _______________________________
   iii. 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. Main lines of Business
   i. ______________________________ since________________
   ii. ______________________________ since________________
   iii. ______________________________ since________________

8. Annual Turnover of past three year
   i. ______________________________
   ii. ______________________________
   iii. ______________________________

9. Past Experience:-

<table>
<thead>
<tr>
<th>Name of Organization</th>
<th>Period</th>
<th>Reference of Contract</th>
<th>Order Value contract wise</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

10. Any other

Signature & Stamp of Bidder
**Annexure-D**

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

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

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Area as part of Qualifying requirements</th>
<th>Concessions / benefits allowed to MSEs</th>
<th>Eligibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tender Fee</td>
<td>Exemption on the payment of tender fee subjected to fulfillment of conditions as per eligibility</td>
<td>Manufacturing Micro &amp; Small Enterprises (MSEs) (Including Khadi &amp; 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.</td>
</tr>
<tr>
<td>2</td>
<td>Earnest Money Deposit (EMD)</td>
<td>Exemption on the payment of Earnest Money Deposit (EMD) subjected to fulfillment of conditions as per eligibility</td>
<td>Memoranum 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.</td>
</tr>
<tr>
<td>3</td>
<td>Performance Security</td>
<td>90% concession on performance security as applicable to other Haryana based firm’s subject to fulfillment of condition as per eligibility.</td>
<td>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.</td>
</tr>
<tr>
<td>4</td>
<td>Turnover</td>
<td>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</td>
<td>Manufacturing Micro &amp; Small Enterprises(MSEs) (Including Khadi &amp; 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 are registered with DGS&amp;D / NSI / GOI Department / State Govt. Department / GOI PSUs / State Govt. PSUs in respect of the item / goods mentioned in the tender. The firm will be required to submit the detailed information in respect of above through an affidavit as per the format enclosed as Annexure-III-A</td>
</tr>
<tr>
<td>5</td>
<td>Past performance &amp; Experience</td>
<td>Exempted in respect of Past Performance &amp; Experience as part of requirements of the tender subject to fulfillment of conditions as per eligibility.</td>
<td>Manufacturing Micro &amp; Small Enterprises(MSEs) (Including Khadi &amp; village Industries / Units) who have filled Entrepreneur Memorandum in Haryana, participated directly in tender and not through any intermediaries (their details/agents distributors), and will not subcontract to any other firm.</td>
</tr>
<tr>
<td>6</td>
<td>Purchase Preference</td>
<td>50% of the total tendered quantity providing quoting price within band of L-I+15% by bringing down their price to L-I and subject to condition that it agrees to fulfillment of other terms &amp; conditions of the tender and further subject to fulfillment to conditions as per eligibility.</td>
<td>The firm will be required to submit the copy of 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.</td>
</tr>
</tbody>
</table>

### B. Concessions / benefits to Medium Enterprises:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Area as part of Qualifying requirements</th>
<th>Concessions benefits allowed to Medium Enterprises</th>
<th>Eligibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Past Performance &amp; Experience</td>
<td>Exemption on requirements of Past Performance &amp; Experience as part of requirements of the tender subject to fulfillment of conditions as per eligibility.</td>
<td>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.</td>
</tr>
</tbody>
</table>
Further, the benefit of discounting of 50% Haryana VAT revenue from the composite price bid for the purpose of financial evaluation of the bids as per the policy guidelines issued vide GO No-2 / 2010-41-B-II of dated 19.12.2011 will continued to be applicable to all Haryana billing firms including MSMEs covered in the above policy scope.

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

i. Purchase Preference to MSMEs will not be applicable if the tendered quantity is only one.

ii. Purchase preference for Medium Enterprises (MEs) will only be allowed on the quantities in multiple of 10 say 10, 20, 30 and so on. The quantity less than 10 or in between multiple of 10, 20, 30 will not be considered for Purchase Preference to MEs.

iii. 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 upto 40% for firm other then MSME, upto 50% for MSE and upto 10% for ME and so on.

viii. In case there are MSMEs (both or either MSEs) within L1-5% range and there are MSEs & MEs in L1+15% range. Negotiations will be carried out with all firms within L1+5% as per existing guidelines to arrive at finally arrived L1 rate. The finally arrived firm can be any other such a situation, apportionment will be done as per the existing instructions of ratio of 70:30 or 50:25:25 & so on. Thereafter, offer will be given to MSE and MEs within L1-5% 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-B-II of dated 24.03.2015 related to concessions / benefits to Haryana based Micro & Small Enterprises (MSEs) including Khadi & Village Industrial Units.

XEN/Proc-I, For SE/MM&Stores, PTPS, Panipat
(Seeking benefits / concessions in past performance / Experience & Purchase Preference by Haryana based manufacturing Micro & Small Enterprises (MSEs) in the state Public Procurement)

On non Judicial paper of Rs. 10/-

I ______________________ S/o ____________________ aged __________ residing at ___________________________ Proprietor / Partner / Director of M/s _____________________________ do hereby solemnly affirm and declare that:

1. My / our above noted enterprise M/s __________________________ (name & Address) has been issued manufacturing Entrepreneurs Memorandum in Haryana by the District Industries Center ______________________ under acknowledgement No. ___________________ of dated ________ (Self certified copy of the same is attached as Annexure A with this affidavit) and has been issued for manufacture of the following items in category Micro / Small Enterprise (please thick the either) as under:-
   i) ____________________
   ii) ____________________
   iii) ____________________

2. That the quoted item(s) in the tender_____________________ is one (or more) of the item for which my/our above noted enterprise has been issued. Manufacturing Entrepreneurs Memorandum by the Industry Department Haryana as per details at para 1 above.

3. That my/our above mentioned manufacturing Micro/Small Enterprises fulfills either or both of the below mentioned eligibility criteria:-
   i. That my/our above mentioned enterprise has been issued quality certification of ISI Mark / ISO / Ag.Mark / any other quality mark________________________(please tick either of the option) by __________________________ (name of GOI / State Govt. Agency / Institution authorized by GOI / State Govt.) on __________________________ and the same is valid from __________ to ____________ in respect of item/ good (give name of item / good) __________________mentioned in the tender (Self Certified Copy of the relevant certificate is attached as Annexure A’ with this affidavit).
   ii. That my/our above mentioned enterprises has been registered with DGS&D, GOI/NSIC/ Govt. of India Departments /State Govt. Department/ Govt. of India Public Sector Undertaking (PSUs) or State Government Public Sector Undertakings (PSUs) (Please tick one of the option as above) in respect of Name of item/ goods/work/services ___________________ (Name) as mentioned in the tender for the corresponding period of time of this tender. A self Certified Copy of the same attached as Annexure ‘B’ with this affidavit.

4. That in case the purchase order of the quoted item is issued to me/us, it will not be outsourced or subcontracted to any other firm and the entire manufacturing of the order item shall be done In-house by our Enterprises based in Haryana (address mentioned as at Sr. No.1) Further, the billing will be done from Haryana.

Dated: ____________________________

DEPONENT

VERIFICATION:

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

Dated: ____________________________

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

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

I ______________________ S/o ____________________ aged _________ residing at ________________________________ Proprietor / Partner / Director of M/s ___________________________ do hereby solemnly affirm and declare that:

1. M/s / our above noted enterprise M/s _____________ (name & Complete Address) has been issued manufacturing Entrepreneurs Memorandum in Haryana by the District Industries Center ______________________ under acknowledgement No. ___________________ of dated ________ (Self certified copy of the same is attached as Annexure-A with this affidavit) and has been issued for manufacture of the following items in category Medium Enterprise as under:
   i) ________________  
   ii) ________________  
   iii) ________________  
   iv) ________________

2. That my/our above mentioned manufacturing Medium Enterprises meet all the remaining terms & conditions of the tender except Past Performance / Past Experience.

3. That my first Purchase order under this benefit / concession was issued by State Government Department / State Government Agency (name of Deptt. / Agency) ________________ vide P.O. No. ________________ of dated ________________ for the supply of ________________ (name of the item/good/works/services) was successfully complied by above mentioned Enterprises. A self certified copy of the same is attached as Annexure-B with this affidavit.

4. That in case the Purchase Order of the quoted item is issued to me/us, it will not be outsourced or subcontracted to any other firm and the entire manufacturing of the order item shall be done in-house by our enterprise based in Haryana, (address mentioned as at Sr. No.1).

5. That we agree to the condition that this benefit / concession to the Medium Enterprise is valid for one year from the date of getting the first supply order under state Public Procurement.

6. That the billing will be done from Haryana.

Dated: ______________________ DEPONENT

VERIFICATION:

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

Dated: ______________________ DEPONENT
ORDER

G.O. No. 2/2/2016- 4IBill(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 4 Bill of dated 28.05.2010 provides for Performance Security Deposit to the successful tenderer uniformly @1% of the order value or estimated value of Rate Contract as per DGSED 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 Bill. The tendering firms have further requested to reduce the amount of Performance Security Deposit to the successful tenderer as the cost benefit of the same will be automatically reflected in the pricing of the Goods/ Stores procurement.

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

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Type of Firm/Enterprises</th>
<th>Value of Performance Security Deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Haryana based firms:-</td>
<td>(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)</td>
</tr>
<tr>
<td></td>
<td>(a) Haryana based Micro and Small Enterprises (MSEs)</td>
<td>(ii) @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)</td>
</tr>
<tr>
<td></td>
<td>(b) Haryana based other firms/enterprises</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Other States/ UTs based firms</td>
<td>@0.5% 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)</td>
</tr>
</tbody>
</table>

# 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 4 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. 1/46/2016-4FD III/27753 of dated 03.10.2016.

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


Devender Singh
Principal Secretary to Government Haryana, Industries & Commerce Department
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://haryanaeprocurement.gov.in](https://haryanaeprocurement.gov.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](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 from:

   **M/s Nextenders (India) Pvt. Ltd.**
   O/o. DS&D Haryana,
   SCO – 09, IInd Floor,
   Sector – 16,
   Panchkula – 134108
   **E-mail:** Chandigarh@nextenders.com
   Help Desk: 1800-180-2097 (Toll Free Number)

   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 http://haryanaeprocurement.gov.in.

4 Pre-requisites for online bidding:
In order to bid online on the portal http://haryanaeprocurement.gov.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 eProcurement system on the Home Page at http://haryanaeprocurement.gov.in.

6 Download of Tender Documents:
The tender documents can be downloaded free of cost from the eProcurement portal http://haryanaeprocurement.gov.in.

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

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

8.1 The online payment for Tender document fee, 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.

8.2 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/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://haryanaeprocurement.gov.in.

(C) For help manual please refer to the ‘Home Page’ of the eProcurement website at https://haryanaeprocurement.gov.in, and click on the available link ‘How to online’ to download the file.