

Haryana Power Generation Corporation Limited (HPGCL)

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

Corporate Identity No. U45207HR1997SGC033517

Website: - www.hpgcl.org.in



(AN ISO: 9001, ISO: 14001 & ISO: 45001 Certified Company)

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

ISSUED BY:

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

TABLE OF CONTENTS

SECTION I	Invitation for Bids (IFB)
SECTION II	Instructions to Bidders on Electronic Tendering System.
SECTION III	Pre-Qualifying Requirements (PQRS) / Eligibility Conditions for the Bidders
SECTION IV	Instructions to Bidders.
SECTION V	Scope of Work and Special Conditions of Contract
SECTION VI	General Terms and Conditions of Contract.
SECTION VII	Statement of Bidders
SECTION VIII	General Checklist for Bidders
SECTION IX	Price Bid (Part-II)
SECTION X	Annexure-I to XIX

SECTION - I

Invitation for Bids (IFB)



HARYANA POWER GENERATION CORPORATION LIMITED
Regd. Office – C-7, Urja Bhawan, Sector-6, Panchkula
Corporate Identity Number: U45207HR1997SGC033517
Website: www.hpgcl.org.in E-mail: ceplg@hpgcl.org.in

Bidding Documents No.: 39/CE/PLG/BiomassPellets/ST-391

Date: 31.01.2025

1.0 Haryana Power Generation Corporation Limited (HPGCL) invites Online bids (e-tender) from the eligible bidders on ‘Single Stage Two envelope’ basis [Envelope-I: Techno- Commercial Bid (Part-I), Envelope-II: Price Bid (Part-II)] from the office of the **Chief Engineer/Planning, Haryana Power Generation Corporation Limited, C-4, Shakti Bhawan, Sector-6, Panchkula** for “Supply and Delivery of 3.55 Lakh MT agro residue based **torrefied** bio-mass pellets (minimum 50% raw material as Stubble/Straw/Crop Residue of Rice Paddy) for a period of 01 year and extendable for another 01 year for quantity up to 3.55 Lakh MT (as per requirement of HPGCL) to HPGCL at its Thermal Power Plants located at PTPS Panipat, RGTTP Khedar (Hisar) & DCRTTP Yamuna Nagar” on FOR basis.

2.0 The tenderers can submit their tender documents online (E-Tender Portal: <https://etenders.hry.nic.in>) as per the dates mentioned in the key dates:-

Key Dates:

Sr. No.	Department Stage	Tenderer’s Stage	Start date and time	Closing date and time
1.	Tender Authorization & Publishing	-----	01.02.2025 at 10:00 hrs (IST)	
2.	-----	Downloading of Bid Documents, Preparation & submission.	01.02.2025 from 10:00 hrs (IST)	04.03.2025 till 17:00 hrs (IST)
3.	Pre bid Conference		07.02.2025 at 11:00 hrs (IST)	
3.	Last date of receipt of queries from Bidders (if any)	-----	11.02.2025	
4.	Stage-I (Techno-Commercial) Bid Opening.	-----	06.03.2025 at 11:00 hrs (IST) -----	
5.	Stage-II (Price Bid Opening) Date & Time	Shall be intimated separately by HPGCL after opening of Stage-I (Techno- Commercial) Bid.		
6.	Tender Cost (Non-Refundable)	Rs. 1180/- (including 18% GST)		
7.	e-Service Fee (Non-Refundable)	Rs. 1180/- (including 18% GST)		

3.0 The bidders may attend the pre-bid meeting through physical and Video Conference mode. The bidders may send their request for VC link on email (seplg.pkl@hpgcl.org.in & xenplgp1.pkl@hpgcl.org.in).

4.0 Bid Security (EMD) for an amount INR 50,00,000/- (Indian Rupees Fifty Lacs only) shall be submitted offline prior to date and time for online bid submission in the form of Bank Guarantee as per format attached (**Annexure-I**). If any bidder does not submit acceptable bid security in a separate sealed envelope prior to the date and time for online bid submission, his bid shall be rejected by HPGCL as being non- responsive and shall not be opened.

However, bidders seeking exemption in EMD shall submit Bid Security Declaration (as per **Annexure-XVI**) prior to date and time for online bid submission in physical form.

5.0 QUALIFYING REQUIREMENT:

The Bidder should meet the qualifying requirements stipulated in **Section-III** i.e. Pre-Qualifying Requirements (PQRS) / Eligibility Conditions for the Bidders.

- 6.0** HPGCL reserves the right to reject any or all Bids or cancel/withdraw the 'Invitation for Bids' without assigning any reason whatsoever and in such case no Bidder/ intending Bidder shall have any claim arising out of such action.
- 7.0** Bids shall be submitted online and opened at the address given below in the presence of Bidder's representatives who choose to attend the Bid Opening. Bidder shall furnish Bid Security and other documents in physical form as detailed in Bidding Documents before the stipulated bid submission closing date and time at the address given below.

Address for communication:

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

Email:- seplg.pkl@hpgcl.org.in, xenplgp1.pkl@hpgcl.org.in

Ph. – 9354782005, 8222024556

Section-II

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

INSTRUCTIONS TO BIDDER ON ELECTRONIC TENDERING SYSTEM

Information Regarding Online Payment of Tender Document, eService Fee.

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

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

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

A. Registration of bidders on procurement Portal

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

B. Conditions/Procedure for submission of tender

Pre-requisites for online bidding:

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

Online Viewing of Detailed Notice Inviting Tenders:

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

Download of Tender Documents:

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

Key Dates:

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

Bid Preparation (Technical & Financial) online Bids:

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

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

NOTE:-

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

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

1. Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Procurement Portal.

- 1.1 Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/ GNFC/ IDRBT/ MtnITrustline/ SafeScrt/ TCS.

- 1.2 Bidder then logs into the portal giving user id / password chosen during enrollment.
- 1.3 The e-token that is registered should be used by the bidder and should not be misused by others.
- 1.4 DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
- 1.5 The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
- 1.6 After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
- 1.7 The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
- 1.8 If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
- 1.9 Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
- 1.10 The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
- 1.11 The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
- 1.12 There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
- 1.13 It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
- 1.14 The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
- 1.15 The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
- 1.16 At the time of freezing the bid, the e-Procurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
- 1.17 After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
- 1.18 Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
- 1.19 The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
- 1.20 The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

- 1.21 All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
- 1.22 During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
- 1.23 The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

2. Obtaining a Digital Certificate:

- 2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- 2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – etenders.hry.nic.in
- 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:

<p>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)</p>	<p>OR ANY OTHER AUTHORIZED PROVIDER /SUPPLIER</p>
--	---
- 2.4 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt the data and sign the hash during the stage of bid preparation & hash submission. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).
- 2.5 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- 2.6 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
- 2.7 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3 Opening of an Electronic Payment Account:

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

4 Pre-requisites for online bidding:

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

5 Online Viewing of Detailed Notice Inviting Tenders:

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

6 Download of Tender Documents:

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

7 Key Dates:

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

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

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

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

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

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

NOTE:-

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

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

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

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

Section-III

Pre-Qualifying Requirements (PQRS) / Eligibility Conditions for the Bidders

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

A. ELIGIBILITY CRITERIA:

- i. Bidder shall be a Manufacturer of Torrefied/Non-Torrefied Biomass Pellets. Bidder(s) shall be of Indian nationality AND/ OR a Company/ Sole Proprietorships/ Partnerships/ Limited Liability Partnerships / Consortium/ Cooperative Societies registered in India AND/OR a Multinational Company having its registered office in India/ Overseas Corporate Bodies having its registered office in India.
- ii. Bidder(s) must have GSTIN registration in the name of Bidding Firm. Participant must submit the GSTIN registration certificate along with Part-I (techno commercial bid) of e-NIT and in any case before last date of submission of techno commercial bid.
- iii. The Bid can be submitted by a joint venture / consortium of maximum three firms. In that case, the following requirements shall be complied with:
 - (a) Lead Partner shall hold at least Fifty-One (51) % shares in the bidding consortium / joint venture of firms. A certificate to this effect should be submitted with Part-I (Techno Commercial Bid) of e-NIT.
 - (b) All members of the joint venture / consortium shall be liable jointly and severally for discharge of the obligations under the bid and execution of the contract in case the bid is found to be successful. A copy of the agreement executed among all the partners with relevant clause to this effect shall be submitted along with the Part-I (techno commercial bid) of e-NIT.
 - (c) All the documents under the bid shall be signed by one of the joint venture / consortium partners who shall be duly authorized by all the partners through a power of attorney (as per the format provided in **Annexure-II**) to execute the documents on behalf of the joint venture / consortium. In respect of Power of Attorney or any other document executed outside India, it must be first notarized from a local Public Notary and then an apostille is required to be attached to the document by the designated government official of the country, if it is a signatory to the Hague Convention on legalization 1961. Thereafter the said document is required to be stamped as per the Indian Stamp Act after its receipt in India. In case of country from which the document emanates is not a party to the aforesaid Hague Convention then the document has to be notarized first and then attested by the Indian Embassy in that country. The Power of Attorney will need to be stamped as per the process listed above.
 - (d) Any one of the partners of joint venture / consortium may fulfil the qualifying criteria at clause (Ai & Aii) above or both.

B. TECHNICAL REQUIREMENT:

- i. Pellet Manufacturing Plant of the Bidder(s) should be situated in the State of Haryana and registered in the name of the bidder(s) as on last date of bid submission. The bidder(s) shall submit documentary proof in this regard. The Bidder(s) shall declare the address of their Pellet Manufacturing Plant along with other declarations as per **Annexure-III**. HPGCL reserves the right to inspect the firm's Plant before opening of Part-II tender (Price Bid).
- ii. The Bidder(s) shall have minimum existing free manufacturing and supply capacity of 100 Tonnes per day (TPD) of torrefied/non-torrefied biomass pellets in the State of Haryana. As a documentary proof, Bidder shall submit a declaration issued from a "Practicing Chartered Accountant" duly signed and stamped on his letter head, as per **Annexure- IV** of this Tender. In the absence of above document, bid shall be rejected.
- iii. The bidder must have experience of having successfully executed purchase orders/ work orders for supply of Biomass Pellets Torrefied/Non-Torrefied in HPGCL/NTPC /any SEBs/any PSUs/ any Corporations of Central Government/ State Government/ Semi Government or in any Thermal Plant during last five years ending last day of the month previous to the month in which applications are invited having minimum order value, for quoting for respective HPGCL plants, as under:

	PTPS, Panipat	DCRTPP, Yamunanagar	RGTPP, Hisar
Minimum Order Value	One order of Rs 68 Crore Or Two orders of Rs. 42 Crore each. Or Three orders of Rs. 34 Crore each.	One order of Rs 72 Crore Or Two orders of Rs. 45 Crore each. Or Three orders of Rs. 36 Crore each.	One order of Rs 144 Crore. Or Two orders of Rs. 90 Crore each. Or Three orders of Rs. 72 Crore each.

If any bidder quotes for supply of Pellets to one or more than one HPGCL plant, the minimum order values for prequalification shall be computed by adding the minimum values of work orders/purchase orders as per detail given below:

Quoting for supply of pellets to	In case of submission of one order, minimum value of purchase order required (Rs. in Crores)	In case of submission of two orders, minimum value of each purchase order required (Rs. in Crores)	In case of submission of three orders, minimum value of each purchase order required (Rs. in Crores)
Only PTPS, Panipat	68	42	34
Only DCRTPP, Ynr	72	45	36
Only RGTPP, Hisar	144	90	72
For PTPS & DCRTPP	140	87	70
For PTPS & RGTPP	212	132	106
For DCRTPP & RGTPP	216	135	108
For all the three plants	284	177	142

- iv. The firm shall also submit at least one performance certificate in the form of successful completion of the PO/WO issued by the firm where material was supplied or in the form of repeated purchase order from the same firm.

C. FINANCIAL REQUIREMENT:

ANNUAL TURNOVER: The bidder(s) must have average annual turnover in 03 financial years i.e FY 2021-22, 2022-23 & 2023-24, for quoting for supply of Biomass Pellets to respective HPGCL plants, as under:

	PTPS, Panipat	DCRTPP, Yamunanagar	RGTPP, Hisar
Average Annual Turnover	85 Crores (A)	90 Crores (B)	179 Crores (C)
Note: 1. In case quoting only for PTPS, Panipat, required Turnover shall be Rs. 85 Crores (A) 2. In case quoting only for DCRTPP, Yamunanagar required Turnover shall be Rs. 90 Crores (B) 3. In case quoting only for RGTPP, Hisar required Turnover shall be Rs. 179 Crores (C) 4. In case quoting for PTPS, Panipat, and DCRTPP Yamunanagar required Turnover shall be Rs. 175 Crores (A+B) 5. In case quoting for PTPS, Panipat and RGTPP Hisar required Turnover shall be Rs. 264 Crores (A+C) 6. In case quoting for DCRTPP Yamunanagar and RGTPP Hisar required Turnover shall be Rs. 269 Crores (B+C) 7. In case quoting for PTPS, Panipat, DCRTPP Yamunanagar and RGTPP Hisar required Turnover shall be Rs. 354 Crores (A+B+C)			

In case where audited results for any financial year are not available for determining the average annual turnover, certification of financial statements from a practicing chartered accountant shall be considered acceptable.

D. NON-BLACKLISTING CERTIFICATE:

The bidder(s) should certify that it has not been blacklisted by any organization as on date of submission of bid in the format attached (**Annexure-V**). However, in case such certification is found wrong at a later stage, then it will be construed as misrepresentation of facts and the bidder shall be liable for blacklisting and other penal actions.

In case of Partnerships / Limited Liability Partnerships or Consortium, Non- Blacklisting certificates are required to be submitted by each partner.

E. DISQUALIFICATION OF THE BIDDER:-

Even though the bidders meet the above Qualifying Criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted as proof of the qualification requirements.

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

The supplier(s) must ensure that quoted prices (excluding GST and transport) are not more than the Benchmark Price of Torrefied Biomass Pellets notified by MoP vide letter dated 18.11.2024 i.e Rs. 2.58/ 1000 kcal. Bids of the firms quoting rates more than Benchmark price shall be rejected.

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

Section-IV

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

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

- 10.9 Bid of a firm, not in conformity with any clause of scope of work / terms & conditions / remuneration / penalties etc. of tender, is liable for rejection.
11. **Earnest Money Deposit (EMD):**
- 11.1 Every bidder, while submitting his tender, shall submit the earnest money (EMD) of Rs 50.00 Lakhs in the form of Bank Guarantee. The Bank Guarantee may be made from any of the scheduled banks (**Annexure-VI**) in the attached format. Initially, this Bank Guarantee shall remain valid for a period of 240 days from the date of opening of Part-I (Techno-Commercial Bid) of e-NIT and the same shall be extended subsequently as per requirement till the tender is finalized. The bank guarantee shall be released after the award of contract and receipt of Security Deposit from successful bidders. EMD of unsuccessful bidders shall also be released after the award of contract.
- 11.2 EMD shall be submitted offline prior to date and time for online bid submission in the form of Bank Guarantee. If any bidder does not submit acceptable EMD in a separate sealed envelope prior to the date and time for submission of bid, his bid shall be rejected by HPGCL as being non-responsive and shall not be opened.
12. **General Information:-**
- 12.1 The bidder shall keep the details of specifications / bid documents as confidential and they shall not be reproduced anywhere without the written authorization of HPGCL.
- 12.2 Direct or indirect canvassing on the part of the bidder or their representative will lead to disqualification from participation in the tender.
- 12.3 The offer of bidder to HPGCL shall be deemed to constitute an agreement between the bidder and HPGCL, whereby each tender shall remain open for acceptance by HPGCL. The bidder shall agree for neither to withdraw his offer nor to impair or derogate the same. If bidder is notified during the period of validity of tender that his tender has been accepted by HPGCL, he shall be bound by the terms of agreement constituted by this tender and such acceptance thereof by HPGCL shall be a Part of formal contract even if it is signed later by firm and HPGCL or agreement is replaced by HPGCL.
- 12.4 Bidder must not have any conflict of interest with HPGCL and the bidder must disclose in its bid the list of works being executed with HPGCL at present. Accordingly, HPGCL shall reserve the right to reduce the existing or proposed scope of work of the bidder.
13. Haryana based Micro, Small and Medium Industrial Enterprises (MSME) shall be provided exemptions/concessions in EMD/Bid Security, performance security and financial criteria etc. as per the Haryana State Public Procurement policy for MSME-2016 issued vide orders no. G.O. No.- 2/2/2016-4IBII (1) dated 20.10.2016 & G.O. No.-2/2/2016-4IBII (2) dated 20.10.2016 and further notification dated 13.08.2021 notified vide endst no. 2/2/2016-4I-BII. For exemption, the bidders has to upload affidavits with Techno-commercial bid (Part-I) as per the format annexed in line with the above referred order (Policy) for concessions (Annexures of the Policy are attached as **Annexure-VII & VIII**). The benefit as above to MSEs shall be available only for Goods/Services produced & provided by MSMEs.
14. **Evaluation Criteria Of Bids:**
- 14.1 The quoted prices should be FOR destination i.e. stock yard of Rajiv Gandhi Thermal Power Plant (RGTPP) Khedar Hisar, Deen Bandhu Chhotu Ram Thermal Power Plant (DCRTPP), Yamuna Nagar and Panipat Thermal Power Station (PTPS), Panipat. The prospective bidders are requested to quote the prices as per the format given in Price-Bid (Part-II)-Section-IX.
- 14.2 Bidder(s) can quote their rates for one plant or two plants or all the three HPGCL plants (PTPS Panipat, DCRTPP Yamunanagar & RGTPP Hisar). Prices will be compared plant wise. Bidders will have to quote a minimum of 40% of annual requirement of PTPS, Panipat and/or a minimum of 40% of annual requirement of DCRTPP, Yamunanagar and/or a minimum of 40% of annual requirement of RGTPP, Hisar and will have to offer the same minimum quantities for 2nd year. Bidders not quoting as per above requirement will be rejected and not be considered for opening of price bids.
- 14.3 The bidders shall quote the offered quantity in Part-I (Technical Bid) of the e-NIT only, in the format attached as **Annexure-IX**. Bid submitted without the quantity offered for each HPGCL plant in Part-I (Technical Bid), shall be rejected.

- 14.4 The bid comparison shall be done on Rupees per 1000 Kcal basis.
- 14.5 To adopt multi-vendor approach, HPGCL reserves the right to place multiple orders to bidders at the quantities to be decided by HPGCL at L1 prices of respective Power Plant, adopting bucket filling approach, to keep supply chain alive.
- 14.6 Price negotiation may be held with the bidders as per Haryana Govt. Negotiation policy (**Annexure-X**), applicable to Haryana Power Utilities.
15. **Cartel Formation:** Cartel formation is against the basic principle of competitive bidding and defeats the very purpose of open and competitive tendering system. Such practices shall be severely discouraged and dealt with stern action which includes suitable administrative action, like rejecting the offers, reporting the matter to appropriate authority to take suitable actions against such firms.
16. **Validity of Price Bid:-** The validity of quoted prices shall be 180 days from the date of opening of Part-II i.e. 'Price Bid'.
17. **Deviations:-** No deviation on the specifications, terms & conditions of bid, scope of work, remuneration & penalties etc. of tender shall be accepted. Once bidder submits the tender online, it is presumed that all the terms & conditions are accepted.
18. **Corrupt or fraudulent practices**
HPGCL requires that Bidders should observe highest standard of ethics during the execution of contract and that the Bidders / Contractors do not indulge in corrupt or fraudulent practices. In pursuance of this policy, HPGCL defines for the purposes of this provision, the terms corrupt practice and fraudulent practice as follows:
- i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the HPGCL, and includes collusive practice among bidders (prior to or after tender submission) designed to establish tender prices at artificial, non-competitive levels and to deprive HPGCL of the benefits of free and open competition;
 - iii. HPGCL will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - iv. HPGCL will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a HPGCL contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a HPGCL contract.
19. HPGCL reserves the right to cancel the NIT or to change qualifying requirement or to reject any or all the tenders so received without assigning any reason.

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

SECTION-V
Scope of Work and Special
Conditions of Contract

SCOPE OF WORK AND SPECIAL CONDITIONS OF CONTRACT

TECHNICAL SPECIFICATIONS FOR PADDY STRAW BASED TORREFIED BIOMASS PELLETS

SN	Description/ Clause																																																											
1.	Scope of Work	<p>1.1 The scope of work under this package shall include supply, loading, transport, and delivery of material at the Power plant as per the guaranteed parameters mentioned in clause 1.2 of the bid document.</p> <p>Details of Material and supply duration: The quantity of torrefied pellets to be supplied by the bidder(s) shall be as under:-</p> <p align="center">Table-A</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th align="center" colspan="3">Plant wise Quantity of Biomass pellets to be procured</th> </tr> <tr> <th style="width: 50%;"></th> <th align="center">Annual Quantity in Metric Ton (MT)</th> <th align="center">Per Day Quantity in Metric Ton Per Day (MTPD)</th> </tr> </thead> <tbody> <tr> <td>PTPS, Panipat</td> <td align="center">85,000</td> <td align="center">232.88 (233)</td> </tr> <tr> <td>DCRTPP, Yamuna Nagar</td> <td align="center">90,000</td> <td align="center">246.58 (247)</td> </tr> <tr> <td>RGTPP, Hisar</td> <td align="center">1,80,000</td> <td align="center">493.15 (493)</td> </tr> <tr> <td>Total</td> <td align="center" colspan="2">3,55,000</td> </tr> <tr> <td align="center" colspan="3">Total Quantity = 3.55 Lakh MT</td> </tr> </tbody> </table> <p>Note:</p> <ol style="list-style-type: none"> HPGCL may extend the purchase order for another one year to procure the quantity up to 3.55 lakh MT in 2nd year subject to satisfactory performance of the firm and requirement of HPGCL. The quantity in the extended period will be up to the same quantity as per ordered quantity for respective suppliers. Per day quantity in MTPD has been calculated by dividing annual ordered quantity by 365. Plant wise annual awarded quantity shall be fixed. However, the quantity in MT per day, to be supplied, shall be ordered quantity divided by 365. Daily requirement, on monthly basis, would be intimated to successful bidder by respective HPGCL Plant as detailed under Clause No. 3.3. HPGCL may re-allocate quantity among HPGCL plants as per requirement. <p>1.2 Table-1: Technical Specification for Agro residue-based Pellet.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">Sl. No</th> <th style="width: 30%;">Technical Data</th> <th style="width: 10%;">Unit</th> <th style="width: 55%;">Specification for Torrefied Pellets</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Base Material</td> <td>n. a.</td> <td>Agro Residue / Crop Residue (wood based pellets will not be acceptable)</td> </tr> <tr> <td>2.</td> <td>Diameter</td> <td>mm</td> <td>Not more than 25mm No other dimension should exceed 35 mm</td> </tr> <tr> <td>3.</td> <td>Bulk Density</td> <td>Kg/m³</td> <td>Not less than 600</td> </tr> <tr> <td>4.</td> <td>Fines%(Length <3mm) (ARB*)</td> <td>wt%</td> <td>Fines<=5%</td> </tr> <tr> <td>5.</td> <td>Moisture (ARB)*</td> <td>wt%</td> <td>Not more than 14%</td> </tr> <tr> <td>6.</td> <td>Gross Calorific Value(ARB)**</td> <td>Kcal/Kg</td> <td>Torrefied: 3400-5000</td> </tr> <tr> <td>7.</td> <td>Hard Groove Grindability Index (HGI)</td> <td></td> <td>Not less than 50</td> </tr> <tr> <td>8</td> <td>Volatile Content****</td> <td>%</td> <td>Should be below 22% (for PTPS, Panipat only)</td> </tr> </tbody> </table> <p>* ARB - As Received Basis ** GCV ranges are indicative. *** Volatile matter for supplies to PTPS, Panipat should be below 22% as per revised Policy for Biomass Utilization as it has ball and tube mills.</p>		Plant wise Quantity of Biomass pellets to be procured				Annual Quantity in Metric Ton (MT)	Per Day Quantity in Metric Ton Per Day (MTPD)	PTPS, Panipat	85,000	232.88 (233)	DCRTPP, Yamuna Nagar	90,000	246.58 (247)	RGTPP, Hisar	1,80,000	493.15 (493)	Total	3,55,000		Total Quantity = 3.55 Lakh MT			Sl. No	Technical Data	Unit	Specification for Torrefied Pellets	1.	Base Material	n. a.	Agro Residue / Crop Residue (wood based pellets will not be acceptable)	2.	Diameter	mm	Not more than 25mm No other dimension should exceed 35 mm	3.	Bulk Density	Kg/m ³	Not less than 600	4.	Fines%(Length <3mm) (ARB*)	wt%	Fines<=5%	5.	Moisture (ARB)*	wt%	Not more than 14%	6.	Gross Calorific Value(ARB)**	Kcal/Kg	Torrefied: 3400-5000	7.	Hard Groove Grindability Index (HGI)		Not less than 50	8	Volatile Content****	%	Should be below 22% (for PTPS, Panipat only)
Plant wise Quantity of Biomass pellets to be procured																																																												
	Annual Quantity in Metric Ton (MT)	Per Day Quantity in Metric Ton Per Day (MTPD)																																																										
PTPS, Panipat	85,000	232.88 (233)																																																										
DCRTPP, Yamuna Nagar	90,000	246.58 (247)																																																										
RGTPP, Hisar	1,80,000	493.15 (493)																																																										
Total	3,55,000																																																											
Total Quantity = 3.55 Lakh MT																																																												
Sl. No	Technical Data	Unit	Specification for Torrefied Pellets																																																									
1.	Base Material	n. a.	Agro Residue / Crop Residue (wood based pellets will not be acceptable)																																																									
2.	Diameter	mm	Not more than 25mm No other dimension should exceed 35 mm																																																									
3.	Bulk Density	Kg/m ³	Not less than 600																																																									
4.	Fines%(Length <3mm) (ARB*)	wt%	Fines<=5%																																																									
5.	Moisture (ARB)*	wt%	Not more than 14%																																																									
6.	Gross Calorific Value(ARB)**	Kcal/Kg	Torrefied: 3400-5000																																																									
7.	Hard Groove Grindability Index (HGI)		Not less than 50																																																									
8	Volatile Content****	%	Should be below 22% (for PTPS, Panipat only)																																																									

		<p>1.3 Mode of transportation:</p> <p>a) The default mode of transportation is covered truck with the waterproof arrangement, however, the supplier(s) may also offer transport by rail mode with the prior consent of the respective power plant management.</p> <p>b) Unloading shall be in the scope of Power Plant provided material is loosely filled in the Carriage vehicle. Carriage vehicles should be fully covered and waterproofed during transportation to prevent the material from rain, sunlight and dust aspects.</p> <p>c) The Supplier(s) may supply the material i.e. Biomass pellets packed in bags. In that case, the supplier(s) shall unload the material at his own cost and extra charges, if any, shall be borne by the supplier(s).</p> <p>1.4 Before unloading, samples shall be tested for moisture content. However, the HGI report shall be submitted by the Supplier(s) with each carriage vehicle/consignment at the time of supply.</p> <p>1.5 Demurrage, if any, on the carriage vehicle for reasons attributable to the Supplier(s) will be borne by the Supplier(s).</p>
2.	Raw Material for Pellet Manufacturing	<p>a. Base material for pellet manufacturing shall be agro residue which means the leftover portion of the agriculture produce such as stubble/straw/stalk/husk of those agro residues which are surplus and not being used as animal fodder such as paddy, soya, arhar, gwar, cotton, gram, jawar, bajara, moong, mustard, sesame, til, maize, sunflower, jute, coffee, etc., as well as groundnut shell, coconut shell, castor seed shell, etc., bamboo and its by-products (e.g. bamboo chips, cuttings, bamboo dust, etc.), pine cone/needle, elephant grass, sarkanda and horticulture waste such as dry leaves and trimmings generated during the maintenance and pruning of trees and plants.</p> <p>b. <u>Agro residue (Paddy straw) should be sourced from Haryana only.</u> Use of minimum 50% raw material as stubble /straw/crop residue of rice paddy is mandatory.</p> <p>In this regard, the firm will make payments to the farmers directly through Agriculture & Farmers Welfare Department portal agriharyana.gov.in and the firm will submit documentary proof along with bill in this regard as and when the paddy straw is purchased.</p> <p>In case the ibid portal is not fully functional/operative, then the firm shall be allowed to procure paddy straw directly from the farmers/aggregators and will have to submit documentary evidence (from where the paddy straw has been sourced) in the form of Certificate from Block Agriculture Officer & above at District Level as per the Agriculture and Farmers Welfare Department memo no. 3508-49/JD(AE) dated 08.11.2024 (Annexure-XI).</p> <p>Further, the firm will comply with Govt. of Haryana notification no. 609-Agri.-II (I)-2023/1811 dated 13.03.2023 regarding Common Determined Rates for procurement of paddy straw (Parali).</p> <p>However, any directions / notification issued by GoH subsequently, in this regard, shall supersede the above.</p> <p>c. Firm shall comply HAREDA order dated 02.01.2023 (Annexure-XII) regarding allocation of Service Areas for procurement of paddy straw.</p> <p>d. Agro residue-based biomass pellets can be manufactured by mixing single or multiple base materials together.</p> <p>e. Mixing material such as by-products of woodwork factory like wood chips, sawdust, furniture waste, etc., bagasse, press mud, molasses, bamboo dust, or natural additives/binder such as lignin, starch, and animal dung may also be used with agro residue in limited proportion to enhance material properties and the same shall be explicitly mentioned by the supplier(s) in consignment details.</p>

	<p>f. Wood obtained from tree cutting shall not be treated as agro residue and shall be not be used as base material or for mixing purposes whatsoever.</p> <p>g. The Supplier(s) shall mention the name(s) of agro/crop residue(s) used for manufacturing torrefied pellets and their approximate proportion in consignment details during the dispatch of material.</p> <p>h. Natural additives/binder such as lignin, starch, animal dung, etc. can be used for manufacturing torrefied pellets if required and the same shall also be explicitly mentioned by the supplier(s) in consignment details.</p> <p>i. Power plant reserves the right to exclude any base material/additive/ binder or modify their proportion if any adverse impact of the base material/ additives/binder is found on the boiler in long run.</p>										
<p>3. Period of Contract</p>	<p>3.1 Period of contract:</p> <p>A) Supply Duration:</p> <p>i. The period of contract shall be one (01) year from the date of first supply received at respective Plant. Further, if the supplier(s) is/are not able to supply the allocated quantity of pellets to Plant due to any reason attributed to Plant or reason mentioned in force majeure clause, an additional grace period of 3 months over and above one year as under shall be provided to the supplier(s) to supply leftover quantity out of the total allocated quantity of pellets:</p> <table border="0" data-bbox="592 994 1218 1182"> <thead> <tr> <th>Reduced Supply period</th> <th>Grace period</th> </tr> </thead> <tbody> <tr> <td>< 15 days</td> <td>Nil</td> </tr> <tr> <td>>15 days but ≤1 month</td> <td>1 month</td> </tr> <tr> <td>>1 month but ≤2 months</td> <td>2 months</td> </tr> <tr> <td>>2 months but ≤3 months</td> <td>3 months</td> </tr> </tbody> </table> <p>ii. Further, period of contract can be extended for upto one (01) year plus 3 months grace period as defined above on same terms & conditions of this NIT/PO, subject to satisfactory performance of the firm and as per requirement of HPGCL. Price of biomass pellets in second year of supply shall be determined as per the price escalation formula, given in Clause No. 4.4 of this e-NIT.</p> <p>iii. In case, the firm failed to supply the contracted quantity in the supply duration as mentioned above, the contract is liable to be closed and action as per the provisions of e-NIT/PO shall be initiated against the firm.</p> <p>B) Delivery Commencement:</p> <p>The supplier(s) shall start delivery of material within a period of 30 days after issuance of LOI or 02 days after receipt of delivery schedule from respective Plant, whichever is later.</p> <p>3.2 Delivery Address:</p> <p>The consignment of torrefied biomass pellets shall be delivered to the following address:-</p> <ul style="list-style-type: none"> a) PTPS, Panipat b) RGTTP, Hisar c) DCRTTP, Yamuna Nagar <p>3.3 Delivery Schedule:</p> <p>Default delivery schedule shall be the quantity allocated to the supplier(s) for the supply of pellets on a daily basis, based upon the annual ordered quantity. Accordingly, the supplier(s) shall deliver that quantity of pellets to the Plant site.</p> <p>A period of 30 days after issuance of LOI or 02 days after receipt of delivery schedule from respective Plant, whichever is later, shall be given to the supplier(s) to commence the supplies.</p> <p>Based on the actual plant load factor and requirement of the HPGCL plant(s), daily supply schedule would be intimated to successful bidder</p>	Reduced Supply period	Grace period	< 15 days	Nil	>15 days but ≤1 month	1 month	>1 month but ≤2 months	2 months	>2 months but ≤3 months	3 months
Reduced Supply period	Grace period										
< 15 days	Nil										
>15 days but ≤1 month	1 month										
>1 month but ≤2 months	2 months										
>2 months but ≤3 months	3 months										

		<p>by respective HPGCL plant(s) within one week of issuance of LOI and the schedule shall continue till HPGCL plant(s), revise the same. In case HPGCL plant(s) needs to revise the daily supply schedule, one week notice shall be given to the supplier(s).</p> <p>There should be continuous offtake of the biomass by the plant as per the terms of the contract. However, HPGCL reserves the right to take appropriate action including stoppage of supply of biomass pellets, if at any stage, it is felt that there is violation of any clause of NIT. Further, if supply is stopped by HPGCL for more than 7 days, then mobilization period of upto 02 days shall be given to the Supplier(s) for resuming the supply.</p> <p>Although the Supplier(s) shall supply the pellets as per the above delivery schedule, however, the supplier(s) shall have the flexibility to supply the material in higher quantity than the delivery schedule on mutual consent basis to meet the annual supply requirement. In such a case, the supplier(s) shall give one-week advance intimation to the Plant site and the site shall give the consent to supply material in higher quantity after assessing traffic congestion or other aspects as required.</p> <p>Power Plant can also give a reduced daily delivery schedule to the supplier(s) by giving one-week advance notice through the official e-mail ID of the Engineer-in charge or e-mail ID of any other person authorized by him and the supplier(s) shall dispatch the consignment accordingly.</p> <p>Maximum variation in Biomass monthly offtake of Plants shall be within $\pm 15\%$ of the contracted quantity.</p> <p>In case, if a Plant is not able to offtake the contracted quantity of Biomass in a given period due to technical/non-technical reasons, it may be either stored at Plant end or diverted to other plant of the same organization OR the period of supply in the same plant may be extended without LD.</p> <p>In case of diversion, price of pellets quoted for the plant where pellets are diverted shall be applicable. Further, if distance from supplier(s) works to the diverted plant is within $\pm 10\%$ of the distance of destination plant from supplier(s) works, the price will remain same. However, in case of distance from supplier(s) works to the diverted plant is more than 10% of the distance of destination plant, then supplier(s) will get proportional compensation for transportation cost assuming 20% of the landed cost of pellet of that consignment at destination plant as total transportation cost.</p>
4.	Price & its Effectiveness	<p>4.1 Price Basis:- Free on Road/Rail at Plant Site Stores.</p> <p>4.2 The supplier(s) must ensure that quoted prices (excluding GST and transport) are not more than the Benchmark Price of Torrefied Biomass Pellets notified by MoP vide letter dated 18.11.2024 i.e. Rs. 2.58/ 1000 kcal.</p> <p>4.3 Freight charges:- The materials shall be dispatched by road on "Freight paid" basis through supplier's transporter.</p> <p>4.4 Price Escalation:</p> <p>Price Escalation shall be allowed from completion of contract period of one year and grace period if any.</p> <ul style="list-style-type: none"> FOR destination Prices quoted by the Supplier(s) shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labour, Diesel, Electricity, cost of raw material in accordance with the procedures specified below: <p>It is understood that the price component of the items for any shipment/dispatch comprises of a fixed portion (designated as 'F' and the value of which is specified hereunder) and a variable portion linked with the indices for raw material, labour, Diesel, Electricity (description and co-efficient as enumerated below).</p>

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

$$EC = EC1 - EC0$$

EC1 will be computed as follows:

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

Where,

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

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

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

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

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

b = Co-efficient Electricity, it shall be 0.17

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

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

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

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

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

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

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

Note: As per Office of Economic Advisor

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

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

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

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

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

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

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

4.5 Security Deposit:

The successful bidder shall submit performance security deposit @2% of contract value in the form of Performance Bank Guarantee (PBG)

within 15 days of award of Lol.

Security Deposit of the firm, unless or otherwise specifically mentioned, shall be released after completion of the contract. If the firm fails or neglect to observe or perform any of its obligation under the contract, it will be lawful for HPGCL to forfeit either in whole or part at its absolute discretion, the security deposit furnished by the firm.

No interest shall be payable to the firm on Security Deposit and Earnest Money Deposit (EMD).

In the event of a breach of contract in any manner, the security deposit shall be forfeited and adjusted against the claim of HPGCL on the supplier / firm for any damages or for any loss sustained by HPGCL on account of such breach.

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

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

4.6 Liquidated Damages (LD):

The supplier(s) shall start delivery of material after 30 days of LOI or 02 days from receipt of supply schedule from respective HPGCL plant, whichever is later. Thereafter LD shall be applicable.

- a) Liquidated Damage (LD) shall not be applicable for short supply up to 15% in a month against aggregate of daily delivery schedule in that month for the respective plant. However, for monthly short supply beyond 15%, liquidated damage (LD) shall be recovered from supplier(s) @ 5% of price of the biomass pellets for shortfall quantities.
- b) In case supply of biomass pellets is stopped for more than 07 days by HPGCL, then mobilization period of 07 days shall be given to the Supplier(s) for resuming the supply. The period, including stoppage of supply period and mobilization period, shall be treated as 'No LD period'.
- c) Although the Supplier(s) shall supply the material as per quantity ordered to supply on a daily basis (i.e. XXX MT per day for respective Plant), the Supplier(s) shall have the flexibility to supply the material in higher quantity than offered to supply on daily basis on mutual consent basis to meet the annual supply requirement.
- d) In such case, the Supplier(s) shall give one-week advance intimation to the Plant site and the site shall give the consent to supply material in higher quantity after assessing the traffic congestion or other aspects as required.
- e) Modification of the Purchase Order quantities by Power Plant up to a maximum reduction of 15% may be done by giving three-months notice during the supply period.
- f) Further, in case the Supplier(s) realizes that it has quoted higher

		<p>quantities than its capabilities, in that case, the PO may be revised with a maximum reduction of 15% by giving three-month's notice. Further reduction in ordered quantity and/or notice period, if any, may be done with mutual agreement between the Supplier(s) & Power Plant. However, Supplier(s) has to pay penalty for short supply, if any, till the revision of PO.</p> <p>g) Penalties for short supply calculated on monthly basis will be levied at the rate of 5% of the awarded price for the shortfall quantity for respective Plant.</p> <p>h) GST extra as applicable shall also be levied on Liquidated Damages.</p> <p>i) Total amount of LD for shortfall in supply shall not exceed 5% of the total contract price.</p>
5.	Quantity Determination	<p>a. Weighing of vehicles shall be carried out on weighbridges (for tare and gross) at Power Plant. The Supplier(s) may witness the weight of vehicles once in 15 days, Power Plant representative will accompany the Supplier(s) representative when any such visit is carried out. Supplier(s) shall intimate Power Plant representative via e-mail at least two days in advance about the date of such visit.</p> <p>Net weight = Gross weight less the Tare weight, both as measured at Power Plant weighbridge</p> <p>Power Plant may provide a copy of calibration certificates of weighbridge if requested by the Supplier(s). Power Plant shall undertake the calibration of Weigh Bridge in line with the schedule/practice as recommended by Legal Metrology.</p> <p>b. Any other contingency may be mutually discussed and settled.</p> <p>c. Net adjusted quantity received at the Plant i.e. quantity worked out by Power Plant after carrying out adjustment due to quality variations for the Base Parameters, if any, shall be applicable for payment.</p>
6.	Quality Determination	<p>6.1 HPGCL Power Plants will carry out the sampling and analysis of torrefied pellets at Power Plant as per the provisions of either BIS or ASTM at the option of Power Plant. Power Plant will carry out the sampling and testing process as per the relevant BIS (IS 436 Part-1) standards for vehicle top sampling and Standard Operating Procedure (SOP) for Sample Collection & Preparation of Torrefied Biomass Pellets issued by HPGCL (Annexure-XIV).</p> <p>6.2 The authorized representatives of Power Plant and pellet supplier(s) shall jointly witness the process of sample collection and preparation of the laboratory samples. The representatives shall put their signature on the sample tags in evidence of the process of sampling. Both consumer and pellet supplier(s) shall sign on the samples register maintained by the Power Plant at the unloading end.</p> <p>6.3 For purpose of rejection test before unloading, samples shall be tested for moisture content by Power Plant. If test result of any sample collected from a truck/consignment meets technical parameter criterion for moisture content as given in (Table 1) then truck will be allowed for unloading, otherwise, truck (Consignment) will be rejected if test result meets the rejection criterion as given in (Table 3) and it shall be the supplier's responsibility to carry it back on his own cost.</p> <p>6.4 For testing of GCV and other Technical parameters, single sample shall be prepared for all the consignments received in a day from a particular Supplier. For avoidance of doubt, in case supply is from multiple Suppliers in a day, Supplier-wise sample shall be prepared for all the consignment received in a day.</p> <p>6.5 The final laboratory sample shall be divided into 3 (three) parts. Part-1 of the sample is for analysis of GCV and other</p>

technical parameters by Power Plant lab at site. Part-2 sample is to be handed over to the pellet supplier(s) for its own analysis. Part- 3 of the sample, called Referee sample, shall be sealed jointly and shall be kept with Power Plant under proper lock and key arrangement.

6.6 HPGCL representative(s) will have the right to witness the process of torrefication/production of pellets at firm's works, without any prior intimation.

6.7 The Power Plant's representative will have the right to witness sampling and testing of pellets for the Base Parameters at the loading end.

6.8 The Pre Despatch Inspection of material at firm's works will be carried out by HPGCL Representative as per requirement of HPGCL Plants (At least once in a week).

6.9 The supplier's representative will have the option to witness the sample collection, preparation, testing of the main sample, and final packing of the reserve sample. Any dispute related to sampling, preparation, and analysis activity has to be raised strictly within 48 hours of the respective activity. Further, any dispute related to testing results may be raised strictly within 07 days of the declaration of the results by the Power Plant. The disputes concerning sampling and testing may be entertained only if backed up by logical and justifiable reasons. Frivolous/repeated disputes may invite penal action by Power Plant.

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

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

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

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

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

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

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

binding.

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

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

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

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

6.20 For Determination of Total Moisture (TM) content:

a. Samples shall be collected from each truck/dumper for TM determination.

b. TM will be determined by Power Plant lab validated method based on IS 1350.

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

Total Moisture will be computed as per the formula below:

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

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

W2= Final Weight of Sample.

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

7. Computation Methodology For Various Recoveries/ Quantity Adjustments

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

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

7.2.1 The agro residue-based pellets supplied shall conform to technical specifications as given in Table-1 under clause 1.2. But, in case consignment of agro residue-based pellets does not meet the guaranteed parameters for GCV, moisture content, and fines %, but

are within the acceptable limit as given in Table 2 given below, the consignment shall be accepted but with a pro-rata price/ quantity adjustment as applicable.

Table 2: Parameters on Acceptable Limits

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

*ARB: As the received basis.

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

7.2.2 Price Adjustment for Gross Calorific Value (GCV)

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

7.2.2.1 Torrefied Pellet:

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

Minimum Limit- 3400 Kcal/Kg

Maximum Limit-5000 kcal/Kg

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

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

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

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

*FOR Price- FOR Destination Price

- c. In case upward GCV variation is more than the Maximum Limit for Torrefied Biomass Pellets then Price adjustment on account of GCV shall be limited to Maximum Limit for Torrefied Biomass Pellets only.

- d. The downward GCV variation from Minimum limit, pro-rata price adjustment shall be done for GCV variation of supplied material as per following formula:

For GCV 3400 Kcal/Kg > GCV \Rightarrow 3000 Kcal/Kg [For GCV less than

3400Kcal/Kg AND more than or equal to 3000 Kcal/Kg]

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

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

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

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

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

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

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

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

7.3 Recovery on Account of Excess Fines in Consignment

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

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

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

7.4 Rejection level

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

Table-3 Rejection Level

Sr. No.	Technical Data	Unit	Rejection Level
1	Total Moisture (ARB)	Wt%	More than 14%
2	Volatile Matter	%	More than 22% for PTPS, Panipat.

8. Billing and Payment Terms

The Contractor shall submit the bills in triplicate on completion of delivery of material at Power Plant and payment shall be released based on the methodology as below:

8.1 The bills are to be submitted along with the following supporting documents (as applicable), including but not limited to: -

- i. Copy of weighment certification by Power Plant.
- ii. Copy of Quality reports of loading end.
- iii. Copy of Power Plant receipt end quality reports.
- iv. Certified working for deriving payable quantity.
- v. Original challan copies of truck engaged in transportation.
- vi. HGI Certificate from NABL accredited lab.

		<p>vii. Composition of Biomass pellets.</p> <p>8.2 75% of payable amount shall be paid on receipt of materials at site. Balance 25% shall be paid on receipt and acceptance of test results.</p> <p>8.3 However, it may happen that a vendor may supply material with lower GCV, and takes the 75% payment which may be more than the payment due against the adjusted amount as per GCV of the supplied material. To discourage such cases, contractors defaulting on quality of pellets, resulting in actual payment less than 15% of the invoiced amount, shall only be paid 50% of the invoiced value on receipt of the material, instead of the 75% for subsequent three months. The remaining 50% shall be paid on receipt and acceptance of test results. The facility may be restored based on satisfactory performance in previous three months.</p> <p>8.4 Payment to the supplier(s) shall be made fortnightly, i.e. payment for quantity delivered from 1st to 15th of a given month shall be made by 30th or 31st of that month and similarly, payment for quantity delivered from 16th to 30th or 31st of a given month shall be done by 15th of next month. However, payment shall be processed only after receipt of invoice complete in all respects with supporting documents.</p> <p>Note:- For the month of February, payment to the supplier(s) for quantity delivered from 1st to 15th shall be made by 28th or 29th and the payment for quantity delivered from 16th to 28th or 29th shall be done by 15th of next month.</p> <p>8.5 All the relevant payments due as per the contract shall be released to the firm on production of documentary evidence such as LR copy/ e-way bill/ toll tax receipts etc, to ensure that Biomass Pellets have been supplied from bidder's declared place (District) of manufacturing plant.</p>
9.	Tagging of consignment	Each consignment should be accompanied by general details (such as name of company/firm/agency, address, date of dispatch, batch number, vehicle type and number, weight of consignment etc.) and technical details as per Annexure-XV given at the end of this document.
10.	Bid Evaluation	The bid comparison shall be done on Rupees per 1000 Kcal basis.

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

SECTION-VI

GENERAL TERMS & CONDITIONS OF CONTRACT

GENERAL TERMS & CONDITIONS OF CONTRACT

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

1.0 Definitions:-

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

- a) The term 'Purchaser/Purchasing Authority' wherever appearing in this tender document would mean Haryana Power Generation Corporation Limited (HPGCL) and shall include its successors in office and assigns.
- b) The term PTPS wherever appearing in this tender document would mean Panipat Thermal Power Station, Panipat.
- c) The term DCRTPP wherever appearing in this tender document would mean Deen Bandhu Chhotu Ram Thermal Power Plant, Yamunanagar.
- d) The term RGTTPP wherever appearing in this tender document would mean Rajiv Gandhi Thermal Power Plant, Khedar, Hisar.
- e) EMD : Earnest Money Deposit.
- f) 'Bidder' means a firm that has submitted a bid.
- g) The 'Supplier(s) /Manufacturer / Contractor' shall mean bidder and shall include the bidder's legal representatives, successors, and assigns.
- h) 'Material' shall mean and include the material to be supplied by the Supplier(s) under the contract as per terms & conditions of the contract.
- i) 'Specifications' shall mean and include the specifications as detailed in the Scope of Work.
- j) The 'Site' shall mean and include lands & buildings over / under upon where the materials are to be delivered and used in accordance with terms & conditions.
- k) 'Place of delivery' shall mean the place of delivery at which the Supplier(s) is responsible to deliver the materials at the specified contract price.
- l) The terms "F.A.S', 'F.O.R', 'F.O.B.', 'C.I.F.' and other shipping dispatch terms as used herein shall have meaning in accordance with their usage in India.
- m) 'Work' shall mean and include supply of material and rendering of other services by the supplier(s) under this contract.
- n) 'Contract' shall mean the Notice Inviting Tender, Tender Form, and conditions of contract with their annexure and Purchase Order / Acceptance of offer / Tender/LOI/LOA.
- o) 'Purchase Order' shall mean an order of supply of material including the acceptance of the tender.
- p) 'Annexure' shall mean the Annexure to the terms & conditions.
- q) 'Test' shall mean such test as is prescribed by the ISI or by HPGCL and / or considered necessary by the authorized agent of HPGCL whether conducted / performed or made by him or any other agency acting under his direction.
- r) 'Delivery' shall be deemed to take place on delivery of material in accordance with terms of the Contract after test and inspection by HPGCL or its authorized agent, to the Plant. If the rates are ex-works, date of dispatch/Goods Receipt (GR) and in case the rates are FOR destination, date of receipt of material in store in good conditions shall be treated as date of delivery.
- s) 'Inspecting Agency' means the agencies nominated and authorized by the competent authority for inspecting the material at the works of the supplier(s) or at the designated place of inspection prescribed by the purchasing authority.
- t) 'Inspecting Officer' means, officer of HPGCL appointed by the Chief Engineer or the purchasing authority for inspection.

- u) 'Contract Value' shall mean the bare value of the goods 'ex-works price' without taking into account taxes, duties or any other incidental charges where the price is ex-works, but where the prices given in the PO are on FOR destination basis inclusive or exclusive of GST etc., the 'Contract value' would mean FOR destination prices, given in the PO inclusive of GST, other statutory levies etc. as the case may be.
- v) 'Total Contract Value' shall mean contract value plus statutory dues like GST etc. and any other amount payable under contract.

2.0 Earnest Money and Security Deposit:

- 2.1 Every bidder, while submitting his tender, shall submit the earnest money (EMD) of Rs 50.00 Lakhs in the form of Bank Guarantee. The Bank Guarantee may be made from any of the scheduled banks as per **Annexure-VI** in the attached format (**Annexure-I**). Initially, this Bank Guarantee shall remain valid for a period of 240 days from the date of opening of Part-I and the same shall be extended subsequently as per requirement till the tender is finalized. The bank guarantee shall be released after the award of contract and receipt of Security Deposit from successful bidders. EMD of unsuccessful bidders shall also be released after the award of contract.
- 2.2 EMD shall be submitted offline prior to date and time for online bid submission in the form of Bank Guarantee. If any bidder does not submit acceptable EMD in a separate sealed envelope prior to the date and time for submission of bid, his bid shall be rejected by HPGCL as being non-responsive and shall not be opened.
- 2.3 Bids submitted without EMD shall be rejected.
- 2.4 EMD shall be released, to unsuccessful bidders as soon as the tender has been decided upon and the purchase order placed on the selected supplier(s) or suppliers. EMD of successful bidder shall be released after submission of Performance Security deposit Bank Guarantee.
- 2.5 No interest shall be payable on earnest money deposits (EMD).
- 2.6 The earnest money taken from the firms shall be forfeited in part or in full under the following circumstances:
 - i) If the bidder withdraws his tender at any stage during the currency of its validity period, his earnest money shall stand forfeited in full.
 - ii) If the Purchase Order has been issued but the supplier(s)/ selected bidder refuses to comply with it, the earnest money deposited by him shall be forfeited in full, irrespective of whether HPGCL sustains any loss on account of his default or not. This forfeiture shall be without any prejudice to the right of HPGCL to claim any other damages as admissible under law as well as to take such administrative action against the supplier(s) as blacklisting etc.
 - iii) Where the purchase order has been complied with but the supplier(s) stops making the supplies after partially fulfilling the purchase order, the security deposit shall be retained and adjusted against any loss that may be caused to HPGCL through risk purchase from alternative source and/ or any other damage recoverable from the supplier(s) under the terms of the contract.
 - iv) In the event of a breach of the contract in any manner, the security deposit shall be forfeited and adjusted against the claim of HPGCL on the supplier(s) for any damages or for any loss sustained by HPGCL on account of such breach.
 - v) EMD is also liable to be forfeited in case of evidence of cartel formation by the bidder(s).
 - vi) In case Bidder makes false representation with respect to qualification requirements or the documents submitted online by the bidder(s) are found to be not the true copy of their originals, which may be discovered/ revealed/ noticed during the bidding process or during the validity of the Contract, EMD/Security Deposit may be encashed and forfeited by HPGCL and Contract/Purchase Order if awarded may be annulled with no liability to HPGCL. HPGCL may also take other actions as appropriate including blacklisting and debarring the bidder from current and future participation in tenders issued by HPGCL.
- 2.7 The following may be exempted from depositing the earnest money: -

- a) Central / Haryana State Government agencies applying in response to the tender. Provided further that the provision of this regulation may not apply to a Public Sector Undertaking of the Central / Haryana State Government with whom separate terms regarding Security Deposit, if any, may be negotiated /provided for.
- b) Firms borne on D.G.S.&D / DS&D Haryana rate contracts. The exemption shall be for the specified items which are available on DGS&D / DS&D rate contract.
- c) Firms registered with the Director of Industries, Haryana or registered with National Small Industries Corporation, Govt. of India. The exemption shall be for the specified items which are available on Director of Industries, Haryana / National Small Industries Corporation rate contract. The firm shall only claim for exemption for EMD if MSME certificate as per **Annexure-VII & VIII** is issued for biomass pellets. In case, if the firm applies for exemption under MSME and the certificate issued to the firm is not for the item specified above, their bid shall be rejected.
- d) However, bidder(s), claiming the exemption, will have to submit Bid Security Declaration as per attached format (**Annexure-XVI**).

3.0 Authority of the Person Signing the Contract on Behalf of the Supplier(s):-

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(s). If it is discovered at any time that the person so signing had no authority to do so, HPGCL, without prejudice to any other right or remedy available to him, may cancel the contract and make a purchase of the material at the risk and cost of such person and hold such person liable to HPGCL for all costs and damages arising from the cancellation of the contract including any loss which HPGCL may sustain on account of such purchase.

4.0 Acceptance of Tender.

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

5.0 Contract Documents.

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

6.0 Correspondence.

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

7.0 Security Deposit:-

- a. In case of award of contract, the firm shall furnish Security Deposit in the form of Bank Guarantee for the value(s) mentioned at clause no. 4.5 "Security Deposit" under Scope of Work, the same is to be submitted as per prescribed format (**Annexure-XVII**) of HPGCL.
- b. The Bank Guarantee may be made from any of the scheduled nationalized banks acceptable to HPGCL. The Bank Guarantee shall remain in force beyond three months after the successful completion of contract or till the settlement of dispute covered under the Risk Purchase Clause whichever is later. The contract Performance Bank Guarantee furnished by firm is irrevocable, non-transferable & unconditional and HPGCL shall have the right to invoke it notwithstanding any dispute or difference between firm and HPGCL pending before any court tribunal, arbitrator or any other authority.
- c. The security deposit shall be forfeited in part or in full as per provisions provided in the "HPGCL Works & Purchase Regulations 2015" & its amendments.
- d. Bank Guarantee/ Security Deposit shall be released on the successful completion of the supplies or till settlement of any dispute.

8.0 Mode Of Payment:-

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

9.0 GST :-

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

In addition, the Supplier(s) will also submit the following undertakings in addition to above immediately after issue of work order and with submission of each & every bill unless mentioned otherwise.

 - I. Undertakings mentioned at a, b & c, as above.
 - II. A CA certificate regarding validity of GST registration will be submitted every six months during the tenure of contract.
 - d. Supplier(s) will submit copies of GSTR 1 and GSTR 3B/challans as evidence to deposit of GST with certification that GST collected from HPGCL, to be specified in exact rupees, has been paid to Govt. vide this challan (specifying the challan no. & date of deposit) and returns filed (date of filing of return) includes the transaction of supply of Good or/and services to HPGCL.
 - e. Supplier(s) will inform immediately the HPGCL about initiation of any proceeding (if any) against him under the GST laws which may result in suspension or cancellation of GST number of the Supplier(s).
 - f. Undertaking to indemnify the HPGCL in case of any financial implication on HPGCL due to non-compliance of prescribed obligation under the GST Law on part of the Supplier(s).
 - g. In case of one time job orders and purchase orders, copies of GSTR 1, GSTR 2A and GSTR 3B along with copies of invoices raised to HPGCL, duly reconciled with three returns to be submitted before release of the security.
- iii. No GST will be paid extra until and unless, it is liable on the service provided by the firm and specifically demanded for the same in his offer, however due to not claiming of GST from the HPGCL, firm can't escape from his liability to the Govt. against the taxable service.
- iv. The GST registration status of firm will be verified from the official website www.gst.gov.in.
- v. In case of failure at the end of supplier(s) regarding deposit of tax and in complying with conditions mentioned herein. HPGCL will have right to recover the GST amount in default along with interest & penal amount and deposit the same directly with GST department on behalf of firm to the credit of HPGCL.
- vi. Firm will undertake to immediately inform the HPGCL about any amendment in the GST certificate and to immediately submit the updated registration certificate.
- vii. Invoice should be in performa as specified under GST laws (Section 31 to 34 of CGST Act read with Rules 46 to 55A of the CGST rules deal with the Tax invoice, Credit notes and debit notes) with correct GST number of HPGCL so that no difficulty is faced by HPGCL while claiming Input Tax Credit of GST due to incorrect GST number and also to reconcile the GST number and address of supplier(s) as per invoice with the GST number & address given in tender documents submitted by supplier(s) and submit the duly verified invoice to accounts wing.
- viii. After the implementation of the E-Invoice w.e.f. 01 Oct 2020 generation of e-invoice from common e-invoice portal for B2B supplies by person having aggregate annual turnover of more than Rs. 500 Crs has been made compulsory. And w.e.f 01.Jan 2021 Generation of E-invoice for GST supplies by person having aggregate turnover of more than Rs. 100 Crs has been made compulsory. And w.e.f 01.04.2021 generation of E-invoice for GST supplies by

the person having aggregate turnover of more than Rs. 5 Crs is proposed to made compulsory. The nodal officer/engineer in charge of the contract/appointed officer of the respective plant should demand from the supplier(s) E-Invoice containing the invoice reference number (IRN) and QR code. It is worthwhile to note that any tax invoice including tax credit / Debit note issued by such notified person for B2B supplies without following the e-invoicing procedure shall not be treated as a valid document.

- ix. Firm who are not generating e-invoice, shall submit undertaking in following format:
We M/s. having PAN and GSTIN Registration Numberhereby undertake that our Aggregate Turnover (as per Section 2(6) of Central Goods and Services Tax Act, 2017) for FY 2019-20 does not exceed the prescribed threshold (as on the date of this declaration) for generation a Unique Invoice Registration Number (IRN) and QR code as per the provisions of Central Goods and Services Tax Act, 2017 and rules there under (“GST Law”). Further, we also undertake that if the aggregate turnover of M/s. exceeds the current threshold or revised threshold notified by Government of India at any future date, then we shall issue invoice and credit note in compliance with the required provisions of GST Law. In case of any queries from the any state or centre Goods and Services Tax authorities, M/s. will be solely responsible.

10.0 Income And Other Taxes Deductions:-

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

11.0 Taxes and duties as applicable:

In case there is any variation in taxes and duties from time to time, the same shall be levied as applicable.

12.0 Change of name of Bidder/Firm.

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

13.0 Risk and Cost.

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

14.0 Documentation:-

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

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

15.0 Subletting:

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

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

17.0 Acknowledgement of the LOI/Purchase Order:

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

18.0 Force Majeure:

- a) Notwithstanding the provisions of clause/s of this NIT / Order for penalties, the firm shall not be made liable for any loss or damage due to delay in execution of work as may result

from any causes arising out of compliance with regulations, orders or instructions of the Central or State Governments, Acts of God, Acts of Civil & Military authority, Fire, Flood, Strike, Freight embargoes, War-risk, Riot and Civil Commotion.

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

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

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

21.0 The supplier(s) shall ensure that the transporter engaged by them complies with the statutory requirement of road worthiness and pollution norms.

22.0 Liabilities for Damages:

- i. If due to firm's negligence and / or non-observance of safety codes and other precautions, any accident / injury occurs to any other person / public, firm shall have to pay necessary compensation and other expenses, if so decided by the statutory authorities under labour laws and / or rules in force from time to time.
- ii. If due to firm's carelessness, negligence or non-observance of rules/ safety precautions, damage to HPGCL property or to personnel's occurs, the same will be recovered from the running bills of the firm and / or from firm's security deposit.

23.0 Withholding of Payment:

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

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

24.0 Obligation of Firm:

24.1 The firm shall abide by all general regulations enforced at site and to any special conditions notified by the local administration and / or issued by concerned Chief Engineer or any other competent authority.

24.2 The firm shall be fully responsible for the conduct of its employees. Any act of misbehavior / man-handling / theft on part of the firm's employees shall be reckoned as breach of contract.

25.0 Confidentiality:

The Parties to the Agreement shall not either during the term or after expiration of the validity of the Agreement disclose any proprietary or confidential information relating to the Agreement and the services without the prior written consent of either Party.

26.0 Power to Vary or Omit any item of work.

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

respect of any such variations, unless instructions for the performance of the same shall have been given in writing by the competent authority.

27.0 Negligence.

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

28.0 Bankruptcy:

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

29.0 Arbitration:

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

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

30.0 Termination of Contract / Cancellation of Purchase Order:

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

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

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

If the contractor, in the judgment of the HPGCL, has engaged in corrupt or fraudulent practices in competing for or in executing the contract (The definition of corrupt or fraudulent practices defined under clause-18 of Section-IV of e-NIT).

- 30.2 HPGCL reserves the right to terminate the contract at its discretion in full or in part thereof, without assigning any reason after giving one month notice to the firm.
- 30.3 In the event of termination of the contract by HPGCL in whole or in part, available Security Deposit/BG submitted by the contractor shall be forfeited. Further, the contractor can be blacklisted/debarred/suspended for future business by HPGCL.
- 31.0 Jurisdiction:**
All legal proceedings in connection with contract shall be subject to the territorial, jurisdiction of local civil courts at Panchkula, Haryana.
- 32.0 Labour Laws:**
The firm will abide by all labour laws/Acts, EPF, ESI, Safety rules and regulations or any other law enforced by statutory authorities framed / amended from time to time for the staff deputed.
- 33.0 SET OFF:-**
Any sum of money due and payable to the firm under the contract (including security deposit returnable to the firm) may be appropriated by the HPGCL and set-off against any claim of HPGCL for the payment of a sum of money arising out of/under that or any other contract entered into by the firm with the HPGCL.
- 34.0 HPGCL reserves the right to reject any or all the tenders without assigning any reason.
- 35.0 CONTRACT AGREEMENT:-**
Firm will have to enter into a contract agreement on a stamp paper of ₹ 100/-. The cost of the stamp paper and agreement shall be borne by the firm. The agreement shall be signed by authorized person of the firm with the common seal of firm.
- 36.0 The terms & conditions not specified in the tender shall be governed by "**HPGCL Works & Purchase Regulations 2015**" and its amendments which are available on the HPGCL website i.e. www.hpgcl.org.in.

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

Section-VII
STATEMENT OF BIDDERS

STATEMENT OF BIDDERS

- Name of Bidder _____
- Address of Head Office _____
- Correspondence Address _____

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

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

- Any other

Signature & Stamp of Bidder

Section-VIII

GENERAL CHECKLIST FOR BIDDERS

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

S. No.	Documents Attached / Uploaded	Yes / No (To be filled by firm)
1.	Cost of Tender Fee (Rs 1180/- non-refundable)	
2.	e-Service Fee (Rs. 1180/- non-refundable)	
3.	Bid Security (EMD) as per Annexure-I	
4.	Power of Attorney as per Annexure-II to execute the documents on behalf of the joint venture / consortium	
5.	General Declaration by the Bidder as per Annexure-III	
6.	Declaration issued from a "Practicing Chartered Accountant" regarding free capacity as per Annexure-IV	
7.	Non Blacklisting Certificate as per Annexure-V	
8.	Whether MSME or not	
	If MSME, whether Annexure-VII & VIII attached or not	
9.	Format for quoting quantity of torrefied biomass pellets to HPGCL plants as per Annexure-IX	
10.	Price Adjustment Data as per Annexure-XIII	
11.	Bid Security Declaration Form as per Annexure-XVI	
12.	GST undertaking as per Annexure-XVIII	
13.	Signed and stamped copy of tender documents uploaded	
14.	Statement of Bidders as per Section-VII of NIT	
15.	Photocopies of Purchase orders (if Any)	

Signature of authorized person & Name of Firm with Seal

Section-IX

PRICE BID (PART-II)

Format of Price Bid (Part-II)

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

HPGCL Plants	GCV offered on ARB basis (in Kcal/kg)	Rate Quoted (excluding Transportation & transit insurance etc. and GST) (in Rs./MT)	Transportation, & transit insurance etc. (in Rs./MT)	Total Rate quoted FOR Plant site (Excluding GST) (in Rs./MT)	Landed cost of Torrefied Biomass Pellets at HPGCL plants (excluding Transportation, & transit insurance etc.) (in Rs. Per 1000 Kcal) Not to exceed Rs. 2.58 i.e Benchmark price	Landed cost of Torrefied Biomass Pellets at HPGCL plants (including Transportation, & transit insurance etc.) (in Rs. Per 1000 Kcal)
	(A)	(B)	(C)	(B+C)	(B/A)	[B+C]/A]
RGTPP, Hisar						
DCRTPP, Yamunanagar						
PTPS, Panipat						

Note: 1. Bidders shall fill values only in columns 'A', 'B' and 'C', the values in the other columns shall be calculated automatically as per the formula entered in the excel sheet

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

Signature of authorized person with stamp and seal of Firm

Note:-

To adopt multi-vendor approach, HPGCL reserves the right to place multiple orders to bidders at the quantities to be decided by HPGCL at L1 prices of respective Power Plant, adopting bucket filling approach, to keep supply chain alive.

Section-X

ANNEXURE-I to XIX

BID SECURITY FORM

Bank Guarantee

(To be stamped in accordance with Stamp Act, if any, of the Country of the issuing Bank)

Bank Guarantee No.

Date.....

To

Chief Engineer /Planning,
Haryana Power Generation Corporation Limited
C-4, Shakti Bhawan, Sector-6
Panchkula- 134109

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No....., M/s.....(***)..... having its Registered/Head Office at..... (hereinafter called the 'Bidder') wish to participate in the said bid for **Supply and delivery of 3.55 lakh metric tonne (MT) of agro-residue based Torrefied Biomass Pellets (paddy straw content should be minimum 50%) for co-firing with coal on FOR Destination basis at PTPS Panipat, DCRTTP Yamunanagar and RGTPP Khedar (Hisar)**. As an irrevocable bank guarantee against Bid Security for an amount of (*) Rs.....valid for.....days from..... (**)

..... required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bidding Documents.

We, the[Name & address of the Bank].....having our Head Office at..... (#) guarantee and undertake to pay immediately on demand by [Name of the Employer] (hereinafter called the 'Employer') the amount of(*).....without any reservation, protest, demand and recourse. Any such demand made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid up to.....(@). If any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s (***)[Bidder's Name] on whose behalf this guarantee is issued.

In witness where of the Bank, through its authorized officer, has set its hand and stamp on this.....day of.....2025.....at.....

WITNESS :

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Designation with Bank Stamp)

Authorized Vide Power of Attorney

No.....

Date.....

- NOTE : 1. (*) The amount as specified in the Invitation of bids
(**) This shall be the date of opening of bids.
(#) Complete mailing address of the Head Office of the Bank to be given.
(@) This date shall be Ninety Days (90) days after the last date for which the bid is valid.
2. The Bank Guarantee shall be from a bank as per provisions.
3. The BG should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the BG is submitted or is to be quoted upon or the rate prevailing in State where the BG is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Bank issuing the guarantee.
4. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in Annexure-XIX in form of Bank Guarantee Verification Check List enclosed in this Section of Bidding Documents. Further, Bidders are required to fill up this form and enclose the same with the Bank Guarantee.

POWER OF ATTORNEY IN CASE OF JV/CONSORTIUM

(In favour of the Partner authorized to sign/execute documents)

**To be submitted by all partners of Joint Venture/Consortium individually
TO BE STAMPED AS PER THE STAMP ACT**

We..... (Name of the Partner) partner in Joint Venture/Consortium participating in the invitation for bid for **“Supply and delivery of 3.55 lakh metric tonne (MT) of agro-residue based Torrefied Biomass Pellets (paddy straw content should be minimum 50%) for co-firing with coal on FOR Destination basis at PTSP Panipat, DCRTPP Yamunanagar and RGTPP Khedar (Hisar)”** existing under the laws of India and having its principal office at (address of Partner Partner’s country) having its principal office at (address of Partner’s office) hereby appoint and authorize (name of the Partner authorized) existing under the laws of (name of Partner’s authorized) as its lawful attorney to do, in the name of aforesaid joint venture/consortium company, any acts mentioned below, concerning the tender for supply of agro-residue based non-torrefied biomass Pellets to HPGCL.

- 1) To participate in the tender/bid No.....
- 2) To enter into the contract.
- 3) To receive instruction for and on behalf of any or all the partners of Joint Venture/Consortium.
- 4) To take all the action for entire execution of the contract on behalf of all the partners of the Joint Venture/Consortium; and
- 5) To do any other act related thereto.

This Power of Attorney comes into effect forthwith and shall remain in full force as per the terms of the bid documents and the subsequent contract, in case of the Successful Bidder.

Signature of Partner Authorized

Yours faithfully,

Name

Name

Designation

Designation

Address

Seal of Partner company

Seal of Partner authorized.

General Declaration by the Bidder

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

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

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

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

* ARB – As Received Basis ** GCV ranges are indicative.

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

- (c) We understand that rejection of consignment shall be made for not meeting acceptance limits of parameters as per clause 7 of Scope of Work.
- (d) We understand that liquidated damage (LD) shall be recovered for supply shortfall as per tender condition.
- (e) We declare that we have read the bid document and has no reservation to it and shall abide by its provision.
- (f) We declare that we have read the bid document and confirm that we shall source the raw material (paddy straw) for manufacturing the Torrefied Biomass Pellets for HPGCL only from Service Areas, defined vide order dated 02.01.2023 by HAREDA (**Annexure-XII**).

(g) Address of our Pellet Manufacturing Plant is/are as under:

.....

(h) We have submitted GST undertakings as per **Annexure-XVIII**.

Signature:

Name/ Designation:

Name of Company/firm/agency

Date:

Place:

CHARTERED ACCOUNTANT CERTIFICATE FOR TOTAL MANUFACTURING, SUPPLY AND EXISTING FREE CAPACITY

This is certified that M/s _____ is a manufacturer of Agro residue based Torrefied/Non-torrefied biomass pellets having total manufacturing and supply capacity of _____ Tonne Per Day (TPD) from _____ Plant.

The existing free manufacturing capacity is certified as below.

Existing free capacity:

Sr. No.	Description	Quantity (Tonne per day)	Remark
1	Total Manufacturing and Supply Capacity		
2	Existing Order for supply of Torrefied/Non-torrefied biomass pellets		
3	Existing free manufacturing and supply capacity		

Installed Machine Capacity:

Sr. No.	Plant Location	Make and Capacity of Machine	No. of Machines	Manufacturing Capacity
1				
2				
Total Manufacturing Capacity				

Name & Signature of CA

**Procurement of 3.55 lakh MT of Agro Residue Based Torrefied Bio-Mass Pellets
(Minimum 50% raw material as Stubble/Straw/Crop residue Of Rice Paddy) to HPGCL
Thermal Power Plants.**

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

(Non Blacklisting Certificate)

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

We M/shereby declare that:

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

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

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

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

Date: Signature

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

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

LIST OF BANKS ACCEPTABLE FOR SUBMISSION OF BANK GUARANTEE FOR BID SECURITY

SCHEDULED COMMERCIAL BANKS

A. STATE BANK OF INDIA

B. NATIONALISED BANKS

1. Allahabad Bank
2. Andhra Bank
3. Bank of India
4. Bank of Maharashtra
5. Canara Bank
6. Central Bank of India
7. Corporation Bank
8. Dena Bank
9. Indian Bank Indian Overseas Bank
10. Oriental Bank of Commerce
11. Punjab National Bank
12. Punjab & Sind Bank Syndicate Bank
13. Union United Bank of India
14. Bank of India
15. UCO Bank
16. Vijaya Bank
17. Bank of Baroda

C. SCHEDULED PRIVATE BANKS (INDIAN BANKS)

1. Catholic Syrian Bank
2. City Union Bank
3. Dhanlaxmi Bank Ltd.
4. Federal Bank Ltd
5. Jammu & Kashmir Bank Ltd
6. Karnataka Bank Ltd
7. Karur Vysya Bank Ltd
8. Tamilnad Mercantile Bank Ltd
9. ING Vysya Bank Ltd
10. Axis Bank Ltd.
11. IndusInd Bank Ltd
12. IDFC Bank Limited
13. Punjab National Bank
14. Punjab & Sind Bank
15. Syndicate Bank
16. Union Bank of India
17. United Bank of India
18. UCO Bank
19. Vijaya Bank
20. Bank of Baroda
21. Oriental Bank of Commerce
22. Lakshmi Vilas Bank Ltd
23. Nainital Bank Ltd
24. Kotak Mahindra Bank
25. RBL Bank Limited
26. South Indian Bank Ltd
27. ICICI Bank
28. HDFC Bank Ltd.
29. DCB Bank Ltd
30. Yes Bank Ltd
31. Bandhan Bank Limited

D. SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

1. Abu Dhabi Commercial Bank PJSC
2. Bank of America NA
3. Bank of Bahrain & Kuwait B.S.C.
4. Mashreq Bank p.s.c.
5. Bank of Nova Scotia
6. Crédit Agricole Corporate and Investment Bank
7. BNP Paribas
8. Barclays Bank

9. Citi Bank N.A.
10. Deutsche Bank A.G.
11. The HongKong Shangai Banking Corporation Ltd
12. Societe Generale
13. Sonali Bank Ltd.
14. Standard Chartered Bank
15. J.P. Morgan Chase Bank, National Association
16. State Bank of Mauritius Ltd.
17. DBS Bank Ltd.
18. Bank of Ceylon
19. PT Bank Maybank Indonesia TBK
20. A B Bank
21. Shinhan Bank.
22. CTBC Bank Co. Ltd.
23. Mizuho Bank Ltd
24. Krung Thai Bank Public Company Ltd.
25. The Bank of Tokyo-Mitsubishi UFJ Limited.
26. Austalia & Newzealand Banking Group Limited
27. Sumitomo Mitsui Banking Corporation
28. American Express Banking Corporation
29. Credit Suisse A.G.
30. FirstRand Bank Ltd.
31. Industrial & Commercial Bank of China Ltd.
32. JSC VTB Bank National Australia Bank
33. Cooperatieve Rabobank U.A. Sberbank .
34. United Overseas Bank Ltd. .
35. Westpac Banking Corporation
36. Woori Bank
37. The Royal Bank of Scotland plc
38. Doha Bank Qsc
39. Industrial Bank of Korea Industrial Bank of Korea

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

Annexure 'I'

Format of Affidavit

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

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

I _____ S/o _____ aged _____ residing at _____
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 SSI Certificate/EM Part-II/Udyog Aadhaar Memorandum (UAM)/Udyam Registration in Haryana (applicable and valid on that date as per Govt. Instructions) by the District Industries Centre _____ / [Name of Competent Authority] under acknowledgement No. _____ of dated _____ (Self Certified Copy of the same is attached as **Annexure 'A'** with this affidavit) and has been issued for manufacture of the following items in **category Micro / Small Enterprise** (please tick the either) as under:-
 - i. _____
 - ii. _____
 - iii. _____
2. That the quoted item(s) in the tender _____ is one (or more) of the item for which my/our above noted enterprise has been issued Manufacturing Entrepreneurs SSI Certificate/EM Part-II/Udyog Aadhaar Memorandum (UAM)/Udyam Registration in Haryana (applicable and valid on that date as per Govt. Instructions) by the Industry Department Haryana/[Name of Competent Authority] as per details at para 1 above.
3. That my/our above mentioned manufacturing Micro/ Small Enterprises fulfils either or both of the below mentioned eligibility criteria:
 - i. That my/our above mentioned enterprise has been issued quality certification of ISI Mark/ ISO/ Ag. Mark/ any other quality mark _____ (**please tick either of the option**) by _____ (name of GOI/ State Govt. Agency/ institution authorized by GOI/ State Govt.) on _____ and the same is valid from _____ to _____ in respect of item/ good (give name of item/good) _____ mentioned in the tender (Self Certified Copy of the relevant certificate is attached as **Annexure 'A'** with this affidavit)
OR/AND
 - ii. That my/our above mentioned enterprises has been registered with DGS&D, GOI/ NSIC/ Govt. of India Departments/ State Govt. Department/ Govt. of India Public Sector Undertakings (PSUs) or State Government Public Sector Undertakings (PSUs) (**Please tick one of the option as above**) in respect of Name of item/ goods/ work/ services _____ (**Name**) as mentioned in the tender for the corresponding period of time of this tender. A self certified Copy of the same attached as **Annexure 'B'** with this affidavit
4. That in case the Purchase Order of the quoted item is issued to me/us, it will not be outsourced or subcontracted to any other firm and the entire manufacturing of the order item shall be done in-house by our Enterprise based in Haryana (address mentioned as at Sr.No.1). Further, the billing will be done from Haryana.

Dated:

DEPONENT

VERIFICATION:

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

Dated:

DEPONENT

Annexure 'II'

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

Format of Affidavit

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

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

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

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

Dated:

DEPONENT

VERIFICATION:

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

Dated:

DEPONENT

ANNEXURE-IX

FORMAT TO BE SUBMITTED BY BIDDERS REGARDING QUANTITY WITH PART-I (TECHNO-COMMERCIAL) OF THE BID

(On the Firm's letter head)

The Bidder shall indicate the quantity offered as under:-

	Quantity required (MTPA) (1)	40 % of Quantity required (MTPA) (0.40 * Column 1) (2)	Quantity offered by Bidder for first year (MTPA) (3)	Quantity offered by Bidder for second year (MTPA) (4)
PTPS, Panipat	85000	34000		
DCRTPP, Yamunanagar	90000	36000		
RGTPP, Hisar	180000	72000		

Note:

- i) Bidder(s) can quote their rates for one plant or two plants or all the three HPGCL plants (PTPS Panipat, DCRTPP Yamunanagar & RGTPP Hisar). Prices will be compared plant wise. The bid comparison shall be done on Rupees per 1000 Kcal basis.
- ii) Bidders will have to quote a minimum of 40% of annual requirement of PTPS, Panipat, a minimum of 40% of annual requirement of DCRTPP, Yamunanagar, a minimum of 40% of annual requirement of RGTPP, Hisar and will have to offer the same minimum quantities for 2nd year. Bidders not quoting as per above requirement will be rejected and not be considered for opening of price bids.
- iii) To adopt multi-vendor approach, HPGCL reserves the right to place multiple orders to bidders at the quantities to be decided by HPGCL at L1 prices of respective Power Plant, adopting bucket filling approach, to keep supply chain alive.

Government of Haryana
Finance Department

No:- 14/29/2023-6FA

From

The Additional Chief Secretary to Government of Haryana,
Finance Department

To

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

Dated: 26.05.2023

Subject:- Amendment in negotiation policy in respect of Procurement of Goods/Stores (Fixed Purchase & Rate Contracts), Turnkey and Services.

Sir,

I am directed to invite your kind attention to the subject noted above and inform that the matter regarding amendment in negotiation policy of the State in respect of Procurement of Goods/Stores (Fixed Purchase & Rate Contracts), Turnkey and Services was under consideration of the State since some time. The matter has been considered and the following amendments as detailed below are made with immediate effect:-

Sr. No.	Govt. Order No. and Para	Existing procedure of negotiation	Proposed procedure of negotiation	
			Competency level	Procedure of negotiation in respect of procurements of Goods & Stores (both Fixed Purchase and Rate Contract), Turnkey and Services
1	2/2/2010-4-1B-II dated 16.06.2014 Para-3(i)	<i>“..... Para-3(i):- The price discovery for cases related to purchase of specific quantity of Stores, Goods and award of Turnkey Contracts shall be generally determined based on the rates quoted by the L₁ bidder if the quoted rates are found to be reasonable by the Indenting Departments, and negotiations, if any, held with the lowest bidder. However, the negotiation could be held upto L₂ bidder, if the different between the L₁ quoted rates and those</i>	Procurement Committees namely Standing Purchase Committee (Lower), Standing Purchase Committee (Higher) and Committee constituted for Procurement Of Consultant/ Consultancy vide Order No.2/1/2015-41B-II dated	The price discovery for cases related to procurement of Goods & Stores (both Fixed Purchase and Rate Contract), Turnkey and Services be determined based on the rates quoted by the L ₁ bidder if the quoted rates are found to be reasonable by the Indenting Department/ Organization, and negotiations, if any, held with the lowest bidder (L ₁) only. The Committee will ensure the rates reasonability while finalizing the

**Government of Haryana
Finance Department**

		<p>quoted by L₂ & L₃, is within 5% of the L₁ quoted rates. In cases 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 the L₁ bidder. However, in such a situation, the original L₁ bidder may be given one more opportunity to improve upon the discovered price. In case, the original L₁ bidder further improve upon the price discovered during the negotiations, he would be treated as the L₁ bidder."</p>	04.06.2015 for their respective scope	procurement.
			<p>Procurement Committees namely High Powered Purchase Committee (HPPC) constituted vide Order No.2/7/2014-4IB-II dated 10.12.2019 (and amended from time to time), Special High Powered Purchase Committee (SHPPC) constituted vide Order No.2/7/2006-4IBII dated 29.06.2011 (and amended from time to time) and Department High Powered Purchase Committee (DHPPC) constituted vide Order No.2/1/2021-4IB-II dated 12.01.2021 (and amended from time to time) for their respective scope.</p>	<p>The price discovery for cases related to procurement of Goods & Stores (both Fixed Purchase and Rate Contract), Turnkey and Services may be generally determined based on the rates quoted by the L1 bidder if the quoted rates are found to be reasonable by the Indenting Department/ Organization, and negotiations, if any, held with the lowest bidder.</p> <p>A. However, negotiation could be held upto four number of such bidder(s), in addition to L1 bidder in cases where there are bidders falling within 5% of the L1 bidder. In cases where the L1 bidder refuses to further reduce his offered price and any of the four bidders come forward to offer a price which is better than the price offered by L1 bidder, the bidder whose price is accepted becomes the L1 bidder.</p> <p>However, in such a situation, the original L1 bidder may be given one more opportunity to improve upon the discovered price. In case, the original L1 bidder further improve upon the price discovered during the negotiations, he would be treated as the L1 bidder.</p> <p>B. In cases where there is no bidder within 5% of the L1 bidder:-</p> <p>(i) L2 bidder will be invariably called for negotiation in addition to the L1 bidder.</p> <p>(ii) L3 bidder will also be called, if it is so decided by the Minister-in-Charge, in addition to L1, L2 bidders.</p>
2	2/2/2010-4-IB-II 18.06.2013 Para-4(iv)	<p>"----- Para-4(iv):- The price discovery for Rate Contracts shall be generally determined based on the rates quoted by the L₁ bidder and negotiations, if any, held with the lowest bidder. However, the Rate Contract negotiation could be held upto L₃ bidder, if the different between the L₁ quoted rates and those quoted by L₂ & L₃, is within 5% of the L₁ quoted rates. In cases 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 the L₁ bidder. However, in such a situation, the original L₁ bidder shall be given one more opportunity match the discovered price. In case of acceptance, he would be treated as the L₁ bidder</p> <p>(v) On determination of the price discovery pursuant to the above process, a counter - offer would be made to all such eligible bidders whose quoted price is within 10% of the L1 quoted price, for acceptance of the discover / offered price. Such of the eligible bidders whose quoted price exceed 10% of the L1 quoted price shall not be eligible for consideration of the Rate Contract.</p> <p>(vi) The bidders, agreeing to accept the counter-offer of the discover price following the above process, may be approved on the Rate Contract"</p>		

The other provisions as contained in policy orders dated 18.06.2013 and 16.06.2014 will remain the same.

2. In addition to above, the Benefits/Concessions applicable to MSMEs/Startups of the State under "Purchase Preference" as contained in Govt. Order No. 2/2/2016-4I-BII

Government of Haryana
Finance Department

dated 13.08.2021 and 2/2/2016-4IB-II dated 03.01.2019 will also remain applicable in the amended negotiation provision as above.

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

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

Endst. No. 14/29/2023-6 FA

Dated 26.05.2023

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

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

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

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



Director,
Agriculture & Farmers Welfare
Department, Krishi Bhawan,
Sector-21, Panchkula

To

1. All Deputy Director of Agriculture,
2. All Assistance Agriculture Engineer w.r.t. letter **2123-44 dated 01.07.2022**
In the State (Except Narnaul)

Memo No: **3508-49/JD(AE)**

Dated: **08/11/2024**

Subject: Nomination of certifying authority for certification proof of procurement of Paddy Crop residue (raw biomass) -reg.

Ref.: Memo no.: HAREDA/2024/4668 dated: Panchkula 10.10.2024.

On the subject cited above refer to letter under reference (enclosed) wherein it is requested to appoint Raw Biomass certifying authority at lower than sub-divisional level who may certify that paddy straw has been sourced from Haryana to strengthen the biomass pellets supply chain for Thermal Power Plant (TPPs) across the state in Biomass-co-firing in TPPs and achieving the mandated co-firing targets by TPPs.

In this regard, it is decided that Block Agriculture Officer & above at District level are appointed as local authority to certify that the paddy straw has been sourced from Haryana. However, the information is to be shared with District Level Executive Committee at District Level and with Deptt. of the Agriculture and Farmers Welfare Department at HQ level. This is for information in the matter.
Issued with the approval of the State Govt.

Joint Director (AE)
Agriculture & Farmers Welfare
Haryana, Panchkula

Endst. No: **3550-73**

/JD(AE) Dated: **08/11/2024**

A copy of above is forwarded to the following for information: -

1. The D.G, New & Renewable Energy & HAREDA, Panchkula w.r.t. the letter under reference
2. The MD, HPGCL w.r.t. the letter under reference
3. All the Deputy Commissioner-cum-Chairman, DLEC.

Joint Director (AE)
Agriculture & Farmers Welfare
Haryana, Panchkula

CC:

1. PS to ACS, A& FW
2. PA to D, A& FW

File No.NRE-01/17/2021-Technical-NRE/HAREDA

**Energy Department, Haryana
(New & Renewable Energy)
Akshay Urja Bhawan, Institutional Plot No-1, Sector-17,
Panchkula.**

Memo No. HAREDA/2023 12679
the

Dated Panchkula, 2-1-23

ORDER

Subject: Allocation of service areas for procurement of paddy straw for Thermal Power Stations of Haryana.

To ensure supply of paddy straw bales to the thermal Power stations of Haryana on government determined rates by farmers, the Haryana Government has allocated service areas for procurement of paddy straw by or on behalf of the Thermal Power Stations in the State as under:

- (a) **PTPS Panipat** : Karnal and Kaithal districts;
- (b) **DCRTPP Yamunanagar**: Yamunanagar, Ambala and Panchkula districts;
- (c) **RGTPP Hisar**: Hisar, Fatehabad and Sirsa districts;
- (d) **CLP Jhajjar**: Jind, Rohtak and Sonipat districts

- ii. Haryana Power Generation Corporation Limited (HPGCL) shall establish paddy straw depot at various places nearby Thermal Power Stations in such a manner that farmers may have not to travel more than 25 Km for selling paddy straw bales. Thermal Power plants are bound to procure the paddy straw only from the farmers of service area allocated to them on government determined rates and they will not be allowed to purchase paddy straw outside this allocated service area. They will make payment on government determined rates to the registered farmers through portal of Agriculture and Farmers Welfare.
- iii. Agriculture and Farmers Welfare Department shall give wide publicity and ensure registration of farmers on the portal to sell paddy straw bales on government determined rates to the Thermal Power Stations within allocated service area.

This issues with approval of competent authority.

Director General (NRE)
Energy Department, Haryana

Endst. No. 12680

Dated 2-1-23

File No.NRE-01/17/2021-Technical-NRE/HAREDA

A copy of above is forwarded to Additional Chief Secretary to Govt. of Haryana, Agriculture and Farmers Welfare Department, Haryana New Civil Secretariat, Sec-17, Chandigarh for information please.

Director General (NRE)
Energy Department, Haryana

Endst. No. 12681

Dated 2-1-23

A copy of above is forwarded to Principal Secretary to Govt. of Haryana, Energy Department, Haryana Civil Secretariat, Chandigarh for information please.

Director General (NRE)
Energy Department, Haryana

Endst. No. 12682

Dated 2-1-23

A copy of above is forwarded to Managing Director, HPGCL, C-7, Urja Bhawan, Sec-6, Panchkula for information and necessary action please.

Director General (NRE)
Energy Department, Haryana

Endst. No. 12683

Dated 2-1-23

A copy of above is forwarded to Director General, Agriculture and Farmers Welfare Department, Krishi Bhawan, Sector-21, Panchkula for information and necessary action please.

Director General (NRE)
Energy Department, Haryana

Endst. No. 12684-12705

Dated 2-1-23

A copy of above is forwarded to all Deputy Commissioners of Haryana for information and necessary action please.

Director General (NRE)
Energy Department, Haryana

Signed by S. Narayanan
Date: 02-01-2023 12:56:49
Reason: Approved

Annexure-XIII

Supply and Delivery of 3.55 lakh MT of Agro Residue Based Torrefied Bio-Mass Pellets (Minimum 50% raw material as Stubble/Straw/Crop residue Of Rice Paddy) to HPGCL Thermal Power Plants.

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

To,

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

Dear Sir,

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

FOR Destination Price of Biomass Pellets (Torrefied)

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

Bidder's Name and Address:

Standard Operating Procedure (SOP) for

Sample Collection & Preparation of Torrefied Biomass Pellets

Objective

This Standard Operating Procedure (SOP) is prepared to set a uniform procedure for Sample Collection and Preparation of Torrefied Biomass Pellets in Thermal Power Stations of HPGCL as per the relevant BIS (IS-436-Part I) standards for Vehicle Top Sampling.

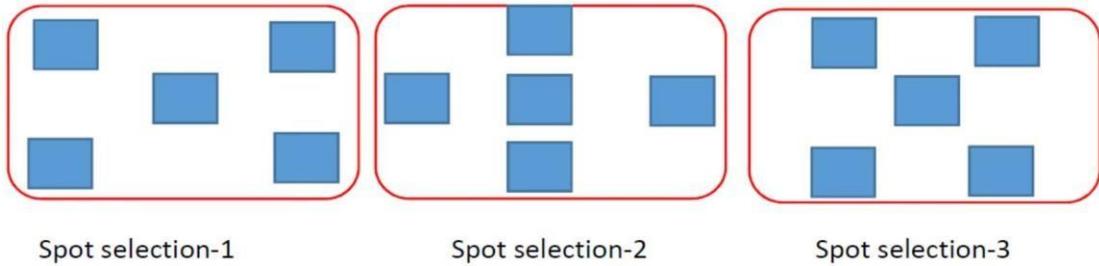
General Guidelines for Sampling of Torrefied Biomass Pellets

- 1. Sample Collection of Torrefied Biomass Pellets shall be done on Truck-to- Truck basis (Supplier Wise/Lot wise) round the clock for a particular day as per the relevant BIS (IS-436-part I) standards for Vehicle Top sampling.*
- 2. The Collection and Preparation of sample shall be carried out by representative of Sampling Agency/ any other authorized agency. The whole procedure shall be witnessed by the representative of HPGCL Thermal Power Stations and Supplier.*
- 3. The biomass pellet sample should be a representative sample i.e. it should have pellets of all sizes (small, medium, large) etc. The collected sample should represent the truck/ consignment.*
- 4. All the consumables, tools and tackles etc., manpower and any other requirements for performing the jobs shall be arranged by Sampling Agency/ any other authorized agency at its own cost and responsibility. Equipments like (i) Pulveriser, ii) Crusher, iii) Oven, etc. would be provided free of cost by respective HPGCL TPS for preparation of pellet samples. It will be the responsibility of Sampling Agency/ any other authorized agency to use the machineries properly and to maintain the same. In case of breakdown, if it occurs due to negligence of Sampling Agency/ any other authorized agency, the same shall be got repaired by Sampling Agency/ any other authorized agency at their own cost.*
- 5. There may be overhead power line as such it must be ensured by Sampling Agency/ any other authorized agency that shut down of power has been taken by them before boarding on the truck/consignment for*

collection of samples. The Sampling Agency/ any other authorized agency will be responsible for the safety and security of working personnel's.

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:-*



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.*

Tag for Consignment

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

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

PROCUREMENT OF BIOMASS PELLETS FOR HPGCL THERMAL PLANTS

Bid Security Declaration Form

To

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

Dear Sir,

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

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

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

Date:

Signature

Place:

Name of the Authorized person

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

Annexure-XVII

Bank Guarantee

To,
Haryana Power Generation Corporation Limited
C-7, Urja Bhawan, Sector-6,
Panchkula-134109.

Bank Guarantee No.....
Date.....

In consideration Haryana Power Generation Corporation Limited, C-7, Urja Bhawan, Sector-6, Panchkula-134109 (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s and Registered/Head office at (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Notification of Award No. dated..... and the same having been unequivocally accepted by the contractor, resulting into a Contract bearing No..... dated valued at Rs. excluding GST (Indian Rupees excluding GST) for Supply and Delivery of Lakh MT (to be delivered in 01 years) Agro Residue based Torrefied Bio-Mass Pellets at:

- a) Panipat Thermal Power Station (PTPS), Panipat-2x250 MW + 1x210 MW
- b) Deenbandhu Chhotu Ram Thermal Power Plant (DCRTPP), Yamunanagar-2x300 MW
- c) Rajiv Gandhi Thermal Power Plant (RGTPP)-2x600 MW,

and the Contractor having agreed to provide a Security Deposit in the form of Bank Guarantee for the faithful performance of the entire Contract equivalent to Rs. (Indian Rupees) to the Employer.

We[Name & Address of the Bank].....having its Head Office at.....(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of Rs. (Indian Rupees) as aforesaid at any time up to (to be extended for every two years till the completion of contract period or settlement of any dispute) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity i.e. up to (to be extended for every years till the completion of contract period or settlement of any dispute).

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs. (Indian Rupees) and it shall remain in force upto and including and shall be extended from time to time (to be extended for every years till the completion of contract period or settlement of any dispute).

Notwithstanding anything contained above:

- i. Our liabilities under this Bank Guarantee shall not exceed Rs. (Indian Rupees).
- ii. This Bank Guarantee is valid up to (to be extended for everyyears till the completion of contract period or settlement of any dispute) with further claim period of six months.
- iii. The Beneficiary's right as well as Bank's liability under this guarantee shall stand extinguished unless a written claim or demand is made under this guarantee on or before

WITNESS :

1. (Signature) (Signature)
 (Name) (Name)
 (Official Address) (Designation with Bank Stamp)

Authorized Vide Power of
Attorney No.....

Date.....

2.
.....
(Signature)
.....
(Name)
.....
(Official Address)

GST undertaking (on the letter head of Supplier)

I, _____(authorized signatory) on behalf of M/s _____ hereby undertake that:

- a) GST registration of the bidder is valid as on date.
- b) No default has ever been made by bidder in filing the various GST returns and deposit of GST dues with the department.
- c) We have multiple registrations under GST and submitted undertaking for each & every GST number.

Or

We have only one registration under GST and submitted undertaking for that GST number.

Date:

Signature

Place:

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

BANK GUARANTEE VERIFICATION CHECKLIST

1. Bank Guarantee No.
2. Issuing Bank
3. Amount of BG
4. Nature of BG & No. of Pages
5. Validity of BG
6. Package Description
7. Party & Contracts Ref.
8. Bank Reference

CHECK LIST

S. No.	Details of Checks	Yes/No
a)	Is the BG on non-judicial stamp paper of appropriate value, as per Stamp Act?	
b)	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. In case the BG has been executed on Letter Head of the Bank, whether adhesive Stamp of appropriate value has been affixed thereon?	
c)	Has the executing Officer of BG indicated his name, designation and Power of Attorney No. / Signing Power No. etc. on the BG?	
d)	Is each page of BG duly signed/initiated by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	

S. No.	Details of Checks	Yes/No
e)	Does the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
f)	In case of any changes in contents of text, whether changes are of minor/clerical nature (which in no way limits the right of HPGCL in any manner)?	
g)	In case of deviations in text of BG, which materially affect the right of HPGCL, whether the changes have been agreed based on the opinion by Legal Department or BG is considered acceptable on the basis of opinion of Law Department already available on the similar issue.	
h)	Are the factual details such as Bid Document No., NOA / LOA / Contract No., Contract Price, Percentage of Advance, Amount of BG and Validity of BG correctly mentioned in the BG?	
i)	Whether overwriting / cutting if any on the BG have been properly authenticated under signature & seal of executant?	
j)	Whether the BG has been issued by a Bank in line with the provisions of BG / Contract Documents?	
k)	In case BG has been issued by a Bank other than those specified in Bid/Contract Document, is the BG confirmed by a Bank in India acceptable as per Bid/Contract Documents?	

Date : Signature

Place : Printed Name

(Designation)

.....

(Common Seal)

.....

Note: The Bidder is required to fill up this form and enclose along with the Bank Guarantee.