

Annexure - 2
(Referred to in Annexure S-1)



HARYANA POWER GENERATION CORPORATION LIMITED

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

Corporate Identity Number: U45207HR1997SGC033517

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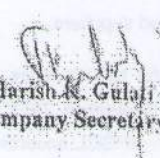
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**EXCERPTS OF MINUTES OF 100th MEETING OF BOARD OF DIRECTORS OF
HARYANA POWER GENERATION CORPORATION LIMITED HELD ON
WEDNESDAY 15 APRIL 2015 AT 11:30 A.M. IN THE CONFERENCE HALL, SHAKTI
BHAWAN, SECTOR-6, PANCHKULA.**

- 100.30 Procedure for registration of vendors for procurement of material and services.
The Board of Directors considered the memorandum and after deliberations, approved the recommendations of the Wholtime Directors regarding vendor's registration for procurement of material and services as brought out in the memorandum.
It was desired Board should be informed of progress in respect of registration of vendors from time to time.

On behalf of the Board of Directors
Haryana Power Generation Corporation Limited


(Harish K. Gulati)
Company Secretary



HARYANA POWER GENERATION CORPORATION LIMITED

MEMORANDUM

Subject: Memorandum for according approval of the procedure for registration of vendors for procurement of material and services.

Haryana Power Generation Corporation is operating 03 nos. power stations i.e. 2x600 MW, as Rajiv Gandhi Thermal Power project, Khedar (Hisar), 2X300 MW as Deenbandhu Chhotu Ram Thermal Power Project, Yamuna Nagar, 1X117.8 MW + 3X110 MW + 2X210 MW + 2X250 MW (total 1367.8 MW) as Panipat Thermal Power Station, Panipat and One Hydel Project (6X8+2X7.2 = 62.4 MW) at Budhkalan. The OEM for boiler and turbine at PTPS, Panipat is BHEL and for DCRTPP, Yamuna Nagar & RGTPP, Khedar is SEC, China. Though the main components of boiler and turbine are different for all the three power stations, yet some of the spares and consumables are similar in nature for these units. Further, some of the service providers for all the three power stations are also same. To streamline and shortcut the procurement process, it is necessity of the hour to register the reputed vendors as is being done in NTPC and other utilities for procurement of items/ services which are not proprietary in nature.

2. It is worth to mention that there are about 60,000 items which are being procured at PTPS, Panipat alone whereas about 20,000 items are also being procured by DCRTPP, Yamuna Nagar and RGTPP, Khedar. Procurement of such voluminous items entails delay in procurement of same. The above procedure will improve and register the various vendors so as to facilitate the early procurement of material and services from the reputed suppliers.
3. Purchase Regulations for HPGCL were formulated in 2011 and circulated in HPGCL as "HPGCL Purchase Regulation 2011". The procurement of materials and services are being carried out in HPGCL according to these regulations. Regulation No. 5 of HPGCL Purchase Regulation 2011 prescribes for empanelment of vendors. Due to non-availability of a standard procedure, registration of vendors could not commence. So, as to initiate the empanelment of vendors, the procedure for registration of vendors has been drafted and attached as **Annexure-1**.
4. Procedure for registration of vendors for HPGCL has been framed after consulting the vendor registration policy of NTPC, HVPN/ UHBVN/ DHBVN, Power Grid Corporation & IPGCL, Delhi. Efforts have been made to frame the policy as vendor & user friendly.
5. It is further mentioned that limited tenders are being issued for procurement of items/ services for value up to Rs.2.5 lac for each item which is very small in present inflationary situations.

In case of NTPC, where approved list of vendor is available or pre-qualification of vendor is done, sending enquiry to all such approved vendors/ pre qualified vendors are treated as open tender.

In case of HPGCL in the first instance, it is proposed to issue limited enquiry to approved vendors if value of each item/ services is less than Rs.20 lac. This increase in financial limit will not only encourage the vendors for registration but will definitely reduce the procurement lead time and hence thereby increase in efficiency.

6. If the value of the material or services is more than Rs.20 lac for each item, then press NIT shall be issued for procurement of such material or services. The scrutiny of documents for registered vendors shall not be required for such cases, which will reduce the paper work and improve the procurement lead time.
7. In case the concerned Chief Engineer feels that issue of limited enquiry to only registered vendors may leads to inadequate competition, then NIT can be issued by sending copy of NIT to registered vendors. Registered vendors may be treated qualified.
8. After registration of vendors, the procurement of material and services shall be carried out through e-tendering.
9. Amendments, if any, required under the said policy shall be in the competency of BOD.
10. The memorandum was considered by WTD of HPGCL in the meeting held on 03/03/2015 and decided as under:

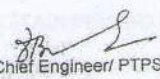
"Chief Engineer/ PTPS-1 gave presentation regarding vendor's registration for procurement of material and services. After deliberations, certain suggestions were made by WTDs in this regard.

WTDs recommended the proposal in respect of vendor's registration for procurement of material and services to Board of Directors for consideration and approval.

Chief Engineer/ PTPS-1 was advised to put up the proposal after incorporating the suggestion made by WTDs to Board of Directors for consideration and approval."

11. The various suggestions of WTD have been incorporated in the draft procedure. Accordingly, the draft procedure for registration of vendors is submitted to the Board of Directors of HPGCL for consideration and decision.

The above memorandum is being put up with the approval of MD/ HPGCL.


Chief Engineer/ PTPS-1,
HPGCL, Panipat.

PROCEDURE FOR VENDOR REGISTRATION**1.0 IDENTIFICATION OF ITEMS AND CATEGORISATION**

The identification, categorization and registration of the items/ works/ firms shall be done as follows:

- i. Vendors for items/ works falling under different categories shall be:

Category - A	Annual usage value of item / value of work more than 20 Lacs upto 1 Crore (inclusive of taxes).
Category - B	Annual usage value of item / value of work from 5 Lacs to 20 Lacs (inclusive of taxes).
Category - C	Annual usage value of item / value of work less than 5 Lacs (inclusive of taxes).

- ii. Vendors shall be enlisted group wise (Electrical, Mechanical, Civil, Chemical etc.).
- iii. List of items/works for registration of vendors shall be prepared by a committee of SE/MM & Stores.
- iv. The vendors registered under category 'A' will be eligible for category 'B' & similarly, category 'B' vendors shall be eligible for category 'C' as well.

- 2.0 After establishing reliable and proven sources of supplies, the possibilities should be further explored on a continuous basis to identify and register efficient vendors.

- 2.1 The fees for registration form and application shall be as under:

Registration form (as per annexure): Rs.500/- each (inclusive of taxes).

Application Fee: Rs.2000/- each (inclusive of taxes).

- 2.2 Registration of vendors is a continuous process. Therefore, all applications received after due date shall also be dealt by respective Chief Engineer at an interval of one year.

- 2.3 If number of registered vendors for an item/ group are less than three, then NIT shall be issued as per Delegation of Power/ Regulation.

3.0 VENDOR REGISTRATION PROCESS:

Expression of Interest shall be issued for inviting the applications for registering the vendors of items/ works. The tender documents shall contain the Application Form (Annexure-II), Standard terms and conditions of HPGCL for Registration, list of items for which registration is required, qualifying requirements & related experience.

The qualifying requirement will be applicable as per Purchase Regulations, 2011.

3.1 SCREENING OF APPLICATION

Preliminary screening of application would be undertaken by Material management with reference to the information provided in the prescribed formats. All application will be grouped on the basis of flowing criteria.

- a. Leading public sector manufacturing organizations.
- b. Manufacturers
- c. Small scale industrial units registered with the State authorities.

d. Suppliers (Agent/Dealers)

e. Local suppliers

All the applications shall be scrutinized by the committee of Chief Engineer, SE/MM, SE/User and FA & CAO. Various committees can be constituted item wise and items may be divided among all the three power stations. SE/MM will be the member secretary.

- 3.2. After scrutiny of the required documents, deficiencies, if any, shall be communicated to the firm within 15 days from the date of receipt of application. The vendor has to comply with the deficiencies within 15 days from the date of communication. If the firm does not comply to the deficiency within the stipulated period of 15 days, then application will be rejected and will be informed accordingly.
- 3.3. Credentials of the various applicants (firms) shall be counter verified by a committee of SE/User with one XEN/User and Sr.A.O. by visiting the works. Verification committee shall submit its report to the above committee within 25 days for further action.
- 3.4. If deficiencies are found on factory inspection, the application shall be rejected and the application shall be treated as disposed off. But the reasons for rejection shall be recorded and informed to the applicant.
- 3.5. The prospective vendor may submit a fresh application along with fresh Registration fees after rectifying/ complying with all the deficiencies. Such application shall be treated as fresh application for all purposes.
- 3.6. The vendor registration process shall be completed within 60 days of receipt of the application complete in all aspects.
- 3.7. In case of change of name of ownership or control of the Company/Firm of the registered vendor, such Company/Firm shall inform in writing along with necessary supporting documents within 30 days of such change. The company/firm shall have to confirm that there is neither change in the infrastructure facilities nor in the products/items and that change is only in the name/ownership/control of the Company/Firm. In such a case, the company/Firm shall have to submit application and relevant documents as proof that such change is lawful/legitimate along with processing fees of Rs.2000/- (inclusive of taxes). Concerned Chief Engineer shall be empowered to deal and decide such cases at his own level.
- 3.8. The concerned Chief Engineer shall recommend to respective Standing Committee for further approval of vendors.
- 3.9. The amendments under these regulations, if any, shall be made with the approval of Board of Directors.
- 3.9. Registration of vendors shall be valid for a period of three years from the date of publication of registered vendors' list and shall be applicable for all the stations of HPGCL.
- 3.10 **Issue of Vendor Registration certificate:** Registration certificate for HPGCL as a whole can be issued to the registered firm after deposit of Rs.10000/- (inclusive of taxes) in the form of DD for each item/ work by the respective Chief Engineer.
- 4.0 **Premature termination and blacklisting of Registered vendors:**

Premature termination of registration of vendors shall be done, if the vendor is non-responsive against three consecutive enquiries or on account of its performance and disabilities as detailed below:

 - a) Failed to execute a contract or fails to execute it satisfactorily.

b) If HPGCL feels that a vendor has no longer the required technical staff or equipment for a registered item, then this fact will be got verified by a committee to be constituted by a concerned Chief Engineer. Committee should be headed by a Superintending Engineer;

c) Fails to furnish income-tax clearance certificate as required under the rules and

d) Declared bankrupt or insolvent or its financial position has become unsound

Banning of vendors for future dealings shall be done in case unethical business practice is established or furnishes wrong information, false/manipulated. The banning order shall specify the period for which it will be effective (permanently, if required) it should also indicate the names of all the partners, directors, etc of the firm and its allied concerns, if any.

Premature termination and blacklisting of Registered vendors shall be got done by the concerned Chief Engineer with the approval of Standing Committee under intimation to all the stations and will be regulated as per Purchase Regulations.

4.1 Revocation of orders:

i) An order for banning/suspension passed for a certain specified period shall be deemed to have automatically revoked on the expiry of that specified period.

ii) Banning may be revoked if wholly exonerated by a court of law.

5.0 Vendor Performance Evaluation:

Sr. No.	Parameter	Maximum Weightage	Basis of Calculation
A	Quality Performance	4	[1- (Rejected Quantity/Quantity Supplied)] X Weightage
B	Time Schedule Performance	2	(Contracted Delivery in Weeks/Actual delivery in weeks) X Weightage
C	Quantity Schedule Performance	2	a. Under supply case: (Qty received (acceptable)/ Qty ordered) X weightage. b. Over supply case (Qty ordered/qty received (acceptable)) X weightage. Note:- Ordered/supplied quantity will be treated full or in lots whichever is applicable.
D	Contractual Performance	2	(Satisfactory execution of contracts/ Total Contracts awarded) X weightage.

Evaluation of vendors shall be done station-wise in respect of all the purchase orders / contracts. Such Vendor Ratings shall be consolidated by the concerned Chief Engineers and communicated to the vendors.

Vendor Ratings:

- a. Outstanding: 8 and above.
- b. Very Good/Good 6-8
- c. Unacceptable less than 6.

If vendor rating of a registered vendor is found to be at an unacceptable level at any stage, then the concerned Chief Engineer shall issue a warning letter to such vendor for

improvement. However, if annual rating of a vendor is found to be at an unacceptable level, then such vendor shall be de-listed from the vendor list of HPGCL as per para 4.0.

Evaluation of vendors will be applicable in 2nd Phase i.e. after three years of vendor's registration.

6.0. Re-registration of Existing Vendors:-

The registration validity of Vendors would continue for the period prescribed in the Vendor Registration order. Upon expiry of the validity period, they shall re-register themselves by following the prescribed procedure as under:

The renewal of registration of vendors may be done for a further period of three years based on the performance of the vendor during the last three years and submission of fresh application. Who have successfully executed EPC contract (Turnkey)/ supplied loose material (through MM Wing) during last 3 years shall be automatically re-registered and have to submit following documents:-

- i) Request letter
- ii) Proof of execution, EPC contract (Turnkey)/supply of material in last 3 years.

Existing vendor has to apply for re-registration at least three months before the last date of expiry of registration, failing which the vendor shall not be re-registered.

7.0 MANDATORY QUALIFICATION FOR REGISTRATION:

7.1 The Vendor must be Registered under Indian Companies Act 1956/ Indian Partnership Act 1932/ The Indian Factories Act 1948 / any relevant Indian Laws, which ever is applicable (For Domestic (Indian) Vendors only) ;

7.2 The Vendor must have experience of supplying goods/ providing services in relevant field and qualification shall be as per Purchase Regulations.

7.3 In case of new entrants not having previous experience, they can be considered with the condition that their supplies / works will be subject to 100% inspection and Registration will initially be done for one year and renewal is subject to satisfactory Vendor Performance. Concerned Chief Engineer shall have the sole discretion in deciding such cases.

7.4 The Vendor must have EXCISE / Sales Tax Registration No./ Service Tax registration No., Separate PF code No. / Permanent Account No/ TIN / whichever is applicable.

7.5 Sub Contractors / Service Providers should also submit relevant licenses from appropriate licensing authority or concerned statutory agencies in respect of works for which registration is sought.

8.0 GENERAL INSTRUCTIONS TO VENDORS

8.1 All Vendors seeking Registration / Renewal are required to furnish the Undertaking appended herein below. Applications received without this undertaking will be summarily rejected.

Bank issuing Solvency Certificate should certify the financial soundness of the firm in specific monetary terms.

FORMAT FOR BANK SOLVENCY CERTIFICATE ON BANKERS'
LETTERHEAD FOR SUPPLIER /CONTRACTOR REGISTRATION
DATE:

TO WHOMSOEVER IT MAY CONCERN
SOLVENCY CERTIFICATE

THIS IS TO CERTIFY THAT TO THE BEST OF OUR KNOWLEDGE AND
INFORMATION M/S..... (FULL ADDRESS) A

CUSTOMER OF OUR BANK IS SOLVENT UP TO A SUM OF Rs.
(IN WORDS).

THIS CERTIFICATE HAS BEEN ISSUED AT THE SPECIFIC REQUEST OF THE FIRM AND IS IN NO WAY BINDING ON OUR BANK OR THE OFFICERS BY WAY OF FINANCIAL OR OTHERWISE.

SIGNATURE OF AUTHORIZED SIGNATORY WITH SEAL OF BANK

All Vendors seeking Registration / Renewal are required to furnish the PAN CARD in the BUSINESS' Name / FIRM's Name / COMPANY's Name, otherwise the application for Vendor Registration will be rejected

- 8.2 Request for registration shall be entertained preferably from Manufacturers / Direct Suppliers / Authorised Distributors. Registration shall be accorded for a period of three years and shall be subject to conditions mentioned hereunder and in the certificate of Registration.

Thereafter registration shall have to be regularly "Revalidated" before the expiry of validity period by application for "Renewal of Registration" 3 months before the specified date and complying with the procedure.

Vendors whose Registration is more than three years old / Registration validity period has expired will have to register afresh complying with the procedure. Vendors are required to complete all parts of the proforma and provide exhaustive information requested therein, in one go to the satisfaction of HPGCL. Wherever the answer is a statement of fact, it must be accurate and supported by documentary evidence as required. Wherever it is a statement of opinion, it must be both true and reasonable. It is Vendor's responsibility to answer the questions with such clarity that will ensure HPGCL does not misinterpret any of the responses and HPGCL shall not be liable for decisions based on such wrong or inadequate information.

- 8.3 Any supplementary sheets or enclosed information must have the name of the vendor clearly marked on it and also the serial number of the question to which it relates.
- 8.4 The registration process will consist of a multiphase evaluation with the possibility of Vendor's presentation, Factory/Site visit for inspection, verification of documents/information, assessment by survey for design, manufacturing and testing facilities etc. Contractors. After completion of document review and shop floor assessment, as applicable, the case shall be taken up for approval by competent authority and issue of registration letters.
- 8.5 Vendors are advised to submit Self-attested/ Original Documents (as detailed in the application form) in support of experience / relevant Registrations or Authorisations mentioned in / attached to the application or else they will be required to produce the Original documents in person for verification. HPGCL reserves the right to call for additional information and check all the information provided and statements made in the application.
- 8.6 Should a vendor fail to qualify, then HPGCL reserves the right to refuse a reapplication for registration within 6 months of the date of notification of failure.
- 8.7 MERE REGISTRATION DOES NOT ENTAIL VENDORS / CONTRACTORS ANY GUARANTEE FOR ORDERS OR AWARD OF CONTRACT AS THE CASE MAY BE OR INCLUSION AS QUALIFIED VENDOR FOR BIDDING.
- 8.8 Any inaccuracy in any response or failure to substantiate any response as required by HPGCL may result in failure to qualify for inclusion in the Vendor Master Data Base (VMDB). Wherever any such information comes to notice at a later date, the vendor shall be removed from the Vendor Master Data Base (VMDB).

- 8.9 Any vendor providing false information or grossly inaccurate or forged documents will stand automatically disqualified for consideration of registration for this or any other future notifications for a minimum period of three years. Also, if such information comes to light after successful qualification and registration, HPGCL reserves the right to remove the vendor from the Vendor Master Data Base for that category/ item/ group/ area.
- 8.10 HPGCL keeps the right to undertake further pre-tender qualification to identify suitable tenderers for a particular item/ list of items.
- 8.11 Once the initial qualification process has been completed and the successful vendors are registered, the database is subjected to annual review. Any allowable application will be considered in the next annual review and successful vendors will be registered and the database updated.
- 8.12 Suppliers should be operating from notified industrial area and should have all required clearances from Statutory Authorities prior to application and copies of these should be submitted along with application.
- 8.13 Retention of suppliers in the database shall be subject to satisfactory performance on execution of orders and evaluation of performance as per HPGCL's approved procedure for performance evaluation of vendors.
- 8.14 In case of poor/fair rating as per performance evaluation, unsatisfactory infrastructure, facilities, overloading, financial/ liquidity crunch, labour unrest, strikes, lockouts, etc. suppliers shall be put on "Holiday" from the database and shall be reviewed on the basis of progress/ improvement at works.
- 8.15 In case of receipt of incomplete documentation, supplier may be given opportunity to complete balance data at HPGCL's discretion.
- 8.16 Applicants must ascertain specifications of the products/ categories/ items matching with the requirement of HPGCL before forwarding their application. Vendor Registration Application Charges once paid shall not be refunded in case of non-acceptance of application for any reason at any stage of processing.
- 8.17 The documents are meant for the exclusive purpose of Vendor Registration and shall not be transferred to any other party or reproduced or used otherwise for any purpose other than for which they are specifically provided.
- 8.18 A vendor is not permitted to seek registration in more than one name, including proprietary ship/ partnership firms, in a particular category.
- 8.19 HPGCL's decision shall be final on all the matters.
- 8.20 Vendors to note that Request for Registration with conditions will be outright rejected.
- 8.21 It will be the responsibility of the vendor to submit/ update HPGCL with latest balance sheet and also to keep HPGCL informed of any matter that may affect the vendor's continued qualification and attributes. If the vendor's future circumstances change such that they no longer comply with the qualification criteria for that particular category then the vendor should promptly inform HPGCL and HPGCL reserves the right to remove the vendor from the Vendor Master Data Base. HPGCL shall not bear any responsibility or risk for any suspension/ cancellation or other termination of vendor's qualification to be registered.
- 8.22 The vendor's performance on the job is subject to monitoring for quality, commitment to delivery period mentioned in tender, adherence to the Safety Regulations, Labor

Statutory regulations, Conduct/ Discipline etc., while executing jobs. Any deviation from stated conditions can lead to appropriate deterrent action as deemed fit by HPGCL.

8.23 HPGCL reserves the right to cancel the registration of any Vendor for reasons inter alia including the following:

- a) if they/he found to have submitted false particulars/fake documents for securing enlistment.
- b) if continuous poor performance has been observed for 3 years as per Vendor Performance Evaluation Procedure.

Such Vendors, whose registration is cancelled due to any of the above reasons, will not be considered for subsequent registration for a period of three years. The reasons for cancellation shall be communicated to the concerned vendor.

8.24 HPGCL reserves the right to reject any or all of the applications without assigning any reasons whatsoever. HPGCL also reserves the absolute right to reject any or all applicants and/ or delete the name of any Vendor from the list of registered Vendors solely based on the past unsatisfactory performance by the applicant(s) in HPGCL. The opinion/ decision of HPGCL regarding the same being final and conclusive.

8.25 HPGCL reserves the right to annul the Vendor Registration process at any time and may, at its option, choose not to restrict the bidding for future packages only to the Registered Vendors, wherever deemed appropriate, without assigning any reasons and shall bear no liability, whatsoever, consequent upon such a decision.

APPLICATION FOR REGISTRATION OF VENDORS

1.0 GENERAL

- 1.1 Name of organization
- 1.2 Date of commencement of production:
- 1.3 Full Address

Telephone & Fax No. etc

- i) Registered Office
 ii) Regional offices
 iii) Factory/Works

- 1.4 Name and Full Address of the Bankers and Account No.

1.3	Whether registered with any other Govt/Quasi govt. Organization etc(preferably in Power Sector/Industry)(Attested copies of certificates to be attached)	Dept/Organization	Regn No.	Produ
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- 1.4 Organizational set of the company with details

1.5	a) In case of companies, date place of registration and certified copies of memorandum of association and articles of association to be furnished. Name, Address & Particulars of all the Directors should be furnished. b) In case of partnership firm the names of all the partners and their address are to be furnished. Attested copies of partnerships deed to be attached. (Original partnership deed to be produced for verification on demand) c) In case of individual, his full name, address, place and nature of business are to be furnished.	Enclosed Name of Directors/Partners 1 2 3	Yes No	Status
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- 1.6 Name & address of allied concerns, if any

- 1.7 Whether already registered or applied for registration in any other name either in individual or partnership.

1.8	Solvency certificate granted by 1st class Magistrate or a certificate of the banker about turnover of transaction and financial capacity, original to be produced on demand (one copy must be enclosed).	Enclosed	Yes/No
	Balance sheet of previous financial year of the duly attested by a Chartered Accountant (To be enclosed)	Enclosed	Yes/No
1.9	Income tax, Sales tax, Registration No. if any, and income tax Clearance certificate (Copy to be enclosed)	i) Income tax- Regn. No. ii) Sales tax Regn No. iii) ITCC enclosed : Yes/No	
1.10	Details of relatives employed in HPGCL (giving full particulars i.e. name, designation and the department/ unit in which working)	1 2 3	

- 1.11 Expansions plan, if any

- 1.12 Brief history of labour relations in the establishment in the last one year (specify strikes, lockout, tool down etc.)

- 1.13 Any other particular/merits in favour

2. TECHNICAL

2.1	Categories of item/work for which registration is sought (it should be in accordance with the category as specified in the covering note)	Code No 1 2 3	Group
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2.2 If already worked as a supplier (give the following details)

Name of the Power station	Govt.Deptt Public sector undertaking	Items supplied	Value	Year of completion

2.3 List of machinery available for (if manufacturer):

Name of the machinery	Size/specification	Nos

2.4 If stockiest/dealer, mention detail as under:

Sr. No.	Products	Manufacturer	Dealership ref no.	Date

2.5 Detail of testing facilities available

Testing machine	Specifications	Year of purchase	Nos

2.6 If approved by reputed inspecting agencies please give details

Inspecting agency	Material supplied	Customers	Year

2.7 Transport arrangement available for

Effecting door delivery

2.8 Facilities/nearest branches from

Where after sales service provide

2.9 Mention any other relevant details

2.10 MUST ENCLOSED TWO COPIES OF CATALOGUES/PAMPHELETS SPECIFICATION SHEETS PRODUCTS MANUFACTURED /MARKETED BY YOU.

1. No. of products

2. No. of catalogues sent

I certify that all the information and data furnished by me in this application form are true and complete to the best of knowledge.

Signature of the applicant/

Authorized Person (Seal)

Note:

i) A separate sheet may be attached to any column where necessary

ii) List of enclosure:

1	Banker's certificate	YES/NO
2	Income tax clearance	YES/NO
3	Sales tax clearance certificate	YES/NO
4	Performance certificate from important customers	YES/NO
5	List of important customers	YES/NO
6	Sales tax registration Certificate	YES/NO
7	Balance sheet	YES/NO
8	PAN Certificate	YES/NO
9	TAN Certificate	YES/NO
10	Factory License No. (Notarized copy)	YES/NO
11	Small Scale Certificate No. (Notarized copy)	YES/NO
12	Value of Plant and Machinery certified by SSI in case of SSI units, alongwith the date of assessment of said value.	YES/NO
13	If registered under companies' law of any other act give registration No. and date of Registration etc. alongwith copy of registration certificate.	YES/NO

iii) Please indicate your priorities for registration

iv) Incomplete applications will not be considered

v) No correspondence on the subject from vendors will be entertained. They will be informed, in due course, as soon as finalized.

FOR OFFICE USE

Information called from vendors (to be supplied before)

1

2

3

(Referred to in Annexure 6.10)

E-Tendering

1. **Threshold Limit of tender to be floated in the e-Procurement:**
Tenders costing above total value of Rs 2.5 lacs shall be floated on the e-procurement portal.
2. **Download of Tender Documents:**
The Bidders can download the tender documents from the Portal:
<https://haryanaeprocurement.gov.in>.
3. **Pre-requisites for online bidding:**
In order to bid online on the portal <http://haryanaeprocurement.gov.in>, the user machine must be updated with the latest Java. The link for downloading latest java applet is available on the Home page of the e-tendering Portal.
4. **Online Viewing of Detailed Notice Inviting Tenders:**
The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <http://haryanaeprocurement.gov.in>.
5. **Bid Preparation (Technical & Financial) Online Payment of Tender Document Fee, eService fee, EMD fees of online Bids:**
 - i) The Bidders shall have to pay for the Tender documents, EMD Fees & eService Fee (Rs. 1000/-) online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between contractors and online payment authorization networks. The Payment for Tender Document Fee and eService Fee can be made by eligible bidders/ contractors online directly through **Debit Cards & Internet Banking Accounts** and the Payment for **EMD** can be made online directly through **RTGS / NEFT/Over the Counter**. For online payments guidelines, Home page of the e-tendering Portal <http://haryanaeprocurement.gov.in> may be referred.
 - ii) In cases where tenders are received in two parts, 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) in the part-I (Technical envelope). The price bid shall be submitted in separate part-II format supplied by purchasing authority online. The committee members shall open only the part-I on scheduled date of opening of technical bid. As per system settings, part –II cannot be opened on that date.
 - iii) The tenders shall be opened on the due date by Tender Opening Committee comprising of Executive Engineer, A.E / AEE and a representative of finance /account department not below the rank of Section Officer/ Divisional Accountant. The tender document shall be downloaded & print outs taken.

The committee members shall put their dated initials on all the pages of the tender document (downloaded) and also encircle the rates quoted under their dated initials. Any alteration or cuttings in the rates and / or any important terms/ conditions, noticed at the time of opening of tenders, shall be specifically recorded by indicating the finally quoted rate in figures as well as in words.

6. **Key Dates:**

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

Sr. No.	Department Stage	Tenderer's Stage	Start date and time	Expiry date and time
1	-----	Downloading of Tender Documents, Bid Preparation & submissions		
2	Technical Opening (Part-I)			
3	Shortlisting/Qualifying of Technical bids & Opening of Price Bid		Will be intimated to the firms on their E-mail	

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.

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

7. If the tenders are cancelled or recalled on any grounds, the tender document fees & e-service fee will not be refunded to the agency. However, EMD shall be refunded.
8. Unless exempted specifically, tenders not accompanied with the prescribed EMD/Cost of Tender shall be rejected. EMD/Cost of Tender shall be in the prescribed mode of payment as asked in the NIT, otherwise, the tender shall be liable to be rejected.
9. The bidder shall ensure that payment shall be made at least 2 days prior to last date of submission of the bid.
10. The bidder can revise his price bid any number of times but only before last date of submission of bid. All previous quotes are deleted & only the latest price quoted is visible to the purchasing authority on date of opening of price bid.
11. Material offered should be strictly according to the specifications. Unless a deviation from the specifications is pointed out by the tenderer specifically, it will be presumed that Offer/Tender conforms to the specifications.
12. The validity of the tender/offer shall be for 120 days from the date of opening of the price bid.
13. The rate negotiations could be held up to L3 bidder, if the difference between the L1 quoted rates and those quoted by L2 and L3 is within 5% of the L1 quoted rates. In case where the L1 bidder refuses to further reduce his offered price and the L2 or L3 bidders come forward to offer a price which is better than the price offered by L1 bidder, the

bidder whose price is accepted becomes L1 bidder. However, in such a situation, the original L1 bidder shall be given one more opportunity to match the discounted price. In case of acceptance, he would be treated as L1 bidder.

14. Rates shall be quoted by the tenderer, item wise with price breakup on FQR destination basis in the format supplied by purchaser. No deviation in terms shall be allowed.
15. The bidders / Suppliers shall observe the highest standards of ethics during the submission of tender, procurement and execution of the contract. In case of evidence of cartel formation by the bidder(s) EMD is liable to be forfeited.
16. The bidder shall bear all costs including bank charges, if any, associated with the preparation and submission of his bid, and the purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
17. Purchaser reserves the right to cancel the NIT or to change qualifying requirement or to reject any or all the tenders so received without assigning any reason.
18. **Preliminary Information for bidders:**

a) Registration of bidders on e- Procurement Portal:-

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

b) Obtaining a Digital Certificate:

- i) 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.
- ii) A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://haryanaeprocurement.gov.in>.
- iii) The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from:

M/s Nextenders (India) Pvt. Ltd.

O/o. DS&D Haryana,

SCO – 09, IInd Floor,

Sector – 16,

Panchkula – 134108

E - mail: Chandigarh@nextenders.com

Help Desk: 1800-180-2097 (Toll Free Number)

- iv) Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing). 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).
- v) 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.
- vi) 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.
- vii) 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.
- viii) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://haryanaeprocurement.gov.in> .
- ix) For help manual please refer to the 'Home Page' of the e-Procurement website at <https://haryanaeprocurement.gov.in>, and click on the available link "How to...?" to download the file.
- x) Before submitting tenders all the instructions may be read carefully regarding submission of tender. If any bidder finds discrepancies or omissions in the tender documents or is in doubt as to the true meaning of any part, he shall clarify same from tender issuing office in writing before the due date of submission of the bid.



Haryana Power Generation Corporation Ltd.
(An ISO:9001, ISO:14001 & OHSAS:18001 Certified Company)

NIT No. _____

INSTRUCTIONS TO THE BIDDERS (WORK ORDER)

1. Pre Qualifying Requirements (PQRs) / Eligibility Conditions for the tenderers:
 - a) The tenderer/bidder shall be the contractor of the requisite / similar work item and shall have experience of _____ years in manufacturing or undertaking such /similar work as on _____ (dated of financial year last ended), having annual turnover of _____ and executed minimum single order of value _____ during last three years.
OR
The tenderer/bidder shall be Contractor of Public Sector Undertakings of Central Govt./State Govt./SEBs/Corporations/ / or any other reputed thermal/hydel plant of requisite installed capacity or more.
 - Note:** - The firm should fill statement to bidders as per annexure-2 of General Terms & Conditions and submit authentic supporting documents for proving its credential. Original documents may be asked for verification at the time of finalizing the tender. A certificate to the effect that the tenderer is not black listed from any Public Sector undertakings of Central Govt./State Govt./SEBs/Corporations/any other reputed thermal/hydel plant etc.
Decision of the HPGCL regarding fulfillment of pre qualification requirement shall be final and binding upon the bidders.
 - b) The contractor is registered under Contract Labour (Regulation & Abolition) Act, 1970 and possesses a valid labour licence for deploying the workers on the work or will obtain the same within 15 days of issuance of work order.
2. a) Application for bidding, conditions of the contract and other information can be had from the office of _____ (Email id) on any working day prior to last date of receipt of tenders on payment of _____ (non-refundable) (Cost of Document: _____ & VAT _____) in cash at the counter or through DD in favour of Sr. A. O., _____ payable on any scheduled Bank at _____. In case of RTGS payment, bidder shall submit the proof of payment containing UTR number etc. duly attested from the bank and send the same in the envelope meant for EMD.
b) Cost of Tender and EMD in any other form shall not be accepted.
3. The Tender Document can also be downloaded from HPGCL website www.hpgcl@gov.in. Hard copy of the tender document so downloaded duly filled up completely is only acceptable when accompanied with prescribed tender cost and earnest money deposit.
4. Before submitting tenders the instructions may be read carefully regarding submission of tender. If any bidder finds discrepancies or omissions in the tender documents or is in doubt as to the true meaning of any part, he shall clarify same from tender issuing office in writing before the due date of submission of the bid
5. The offer / Tender should be typed or written in ink. Offer/ Tender written in pencil shall be ignored. No alterations, omissions, erasers or whitening, additions or rewriting shall be permitted. Changes if any shall be effected only by cancelation of original writing by striking and rewriting it along side duly initialled by the person signing the bid. In case there is a discrepancy between the amounts in figures and in words, the amount in words will govern. The price must be quoted in Indian Rupees and any mistake in calculating the rupee price will not justify the claim for increase in prices.

6. The "Application for Bidding" along with the 'Terms and conditions of the contract' and its Annexure should be submitted in duplicate duly filled up completely and signed on each page by the tenderer. Work offered should be strictly according to the specifications laid down in Annexure -I to the terms & conditions of the NIT. Unless a deviation from the specifications given in Annexure I is pointed out by the tenderer specifically, it will be presumed that Offer/Tender conforms to the specifications as laid down in Annexure-I.
7. The tenderers shall submit their tender in two parts- the first part containing documents for qualifying criteria, technical specification, schedule of deliveries, and all other terms and conditions except the rates (price bid), and the second part containing the rates (price bid) quoted for each item as well as other related terms like freight, Works tax, VAT, price escalation, etc. Each part of the tender shall be submitted in separate sealed cover super scribed with the tender enquiry No. and the Part No. of the tender. Part I and Part II sealed covers shall be placed in another sealed envelope.
Earnest Money Deposit (EMD) and cost of tender shall be submitted in two separate envelopes, super scribed on them as EMD/Cost of Tender, as the case may be. The envelope containing envelopes of Part I and Part II, along with envelopes containing EMD and Cost of Tender, shall be submitted by the tenderer addressed to:-
8.
 - a) The tenders can be submitted by registered post / courier / speed post / delivered in person by putting in the tender box provided in the office of purchaser before the due date & time of opening of tenders as per NIT. In case the last date of submission / opening of Tender is declared as holiday, the tenders shall be submitted / opened on the next working day at the same time) Late tender i.e. tender received after the due date and time of submission of tender due to any reason shall not be considered.
 - b) Tenders through Fax / E-mail / telegraph shall not be considered.
9. All tenders received against open tender enquiry irrespective of whether they are from the approved contractors on the registered list or others, shall be considered, provided they are on the prescribed form and in accordance with the tender conditions and specifications.
10. Unless exempted specifically, tenders not accompanied with the prescribed EMD/Cost of Tender shall be rejected. EMD/Cost of Tender shall be in the prescribed mode of payment as asked in the NIT, otherwise, the tender shall be liable to be rejected.
11. The validity of the tender/offer shall be for 120 days from the date of opening of the price bid.
 - a) The bidder/tenderer are not allowed to revise the price bid, during the validity of the price bid already submitted. In case, the bidder submit a revised price bid suo-moto, original as well as revised offers shall be opened and lowest will be considered only.
 - b) The rate negotiations could be held up to L3 bidder, if the difference between the L1 quoted rates and those quoted by L2 and L3 is within 5% of the L1 quoted rates. In case where the L1 bidder refuses to further reduce his offered price and the L2 or L3 bidders come forward to offer a price which is better than the price offered by L1 bidder, the bidder whose price is accepted becomes L1 bidder. However, in such a situation, the original L1 bidder shall be given one more opportunity to match the discounted price. In case of acceptance, he would be treated as L1 bidder.
12. No deviation shall be allowed. However, in case of deviation of taxes etc., the same be loaded for comparison purpose.
13. Selection preference of the tendered work may be allowed as per policy of the State Government to the Industrial Units located in Haryana on the lowest valid rates if tenderer so claim with requisite documentary evidence.

14. The bidders / contractors shall observe the highest standards of ethics during the submission of tender, procurement and execution of the contract. In case of evidence of cartel formation by the bidder(s) EMD is liable to be forfeited.
15. The bidder shall bear all costs including bank charges, if any, associated with the preparation and submission of his bid, and the purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
16. Purchaser reserves the right to cancel the NIT or to change qualifying requirement or to reject any or all the tenders so received without assigning any reason

Signature of

Authorised Signatory



Haryana Power Generation Corporation Ltd.
(An ISO:9001, ISO:14001 & OHSAS:18001 Certified Company)

NIT No. _____

INSTRUCTIONS TO THE BIDDERS (SUPPLY ORDER)

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

The tenderer/bidder shall be Original manufacturer or its authorized dealer of the requisite / similar item and shall have experience of _____ years in manufacturing or dealing in such item as on _____ (dated of financial year last ended), having annual turnover of same business _____ and executed minimum single order of value _____ during last three years.

OR

The tenderer/bidder shall be Supplier of Public Sector Undertakings of Central Govt./State Govt./SEBs/Corporations/ or any other reputed thermal/hydel plant of requisite installed capacity or more.

Note: - The firm should fill statement to bidders as per annexure-2 of General Terms & Conditions and submit authentic supporting documents for proving its credential. Original documents may be asked for verification at the time of finalizing the tender. A certificate to the effect that the tenderer is not black listed from any Public Sector undertakings of Central Govt./State Govt./SEBs/Corporations/any other reputed thermal plant. Decision of the HPGCL regarding fulfillment of pre qualification requirement shall be final and binding upon the bidders.

2. a) Application for bidding, conditions of the contract and other information can be had from the office of _____ (Email id) on any working day prior to last date of receipt of tenders on payment of _____ (Non Refundable) (Cost of Document: _____ & VAT _____) in cash at the counter or through DD in favour of Sr. A. O., _____ payable on any scheduled Bank at _____. The payment can be made through RTGS also. In case of RTGS payment, bidder shall submit the proof of payment containing UTR no. etc. duly attested from the bank and send the same in the envelope meant for EMD.
- b) Cost of Tender and EMD in any other form shall not be accepted.
3. The Tender Document can also be downloaded from HPGCL website www.hpgcl@gov.in. Hard copy of the tender document so downloaded duly filled up completely is only acceptable when accompanied with prescribed tender cost and earnest money deposit.
4. Before submitting tenders the instructions may be read carefully regarding submission of tender. If any bidder finds discrepancies or omissions in the tender documents or is in doubt as to the true meaning of any part, he shall clarify same from tender issuing office in writing before the due date of submission of the bid
5. The offer /tender should be typed or written in ink. Offer/ Tender written in pencil shall be ignored. No alterations, omissions, erasers or whitening, additions or rewriting shall be permitted. Changes if any shall be effected only by cancellation of original writing by striking and rewriting it along side duly initialled by the person signing the bid. In case there is a discrepancy between the amounts in figures and in words, the amount in words will govern. The price must be quoted in Indian Rupees and any mistake in calculating the rupee price will not justify the claim for increase in prices.
6. The "Application for Bidding" along with the "Terms and Conditions of the contract" and its Annexure should be submitted in duplicate duly filled up completely and signed on each page by the tenderer. Material offered should be strictly according to the specifications laid down in Annexure -I to the terms & conditions of the NIT. Unless a deviation from the specifications given in Annexure I is pointed out by the tenderer specifically, it will be presumed that Offer/Tender conforms to the

specifications as laid down in Annexure-I.

7. The tenderers shall submit their tender in two parts- the first part containing documents for qualifying criteria, technical specification, schedule of deliveries, and all other terms and conditions except the rates (price bid), and the second part containing the rates (price bid) quoted for each item as well as other related terms like freight, Excise Duty, VAT, Central Sales Tax, price escalation, etc. Each part of the tender shall be submitted in separate sealed cover super scribed with the tender enquiry No. and the Part No. of the tender. Part I and Part II sealed covers shall be placed in another sealed envelope.
Earnest Money Deposit (EMD) and cost of tender shall be submitted in two separate envelopes, super scribed on them as EMD/Cost of Tender, as the case may be. The envelope containing envelopes of Part I and Part II, along with envelopes containing EMD and Cost of Tender, shall be submitted by the tenderer addressed to:-
8. a) The tenders can be submitted by registered post /courier/speed post/delivered in person by putting in the tender box provided in the office of purchaser before the due date & time of opening of tenders as per NIT. In case the last date of submission / opening of Tender is declared as holiday, the tenders shall be submitted / opened on the next working day at the same time) Late tender i.e. tender received after the due date and time of submission of tender due to any reason shall not be considered.
b) Tenders through Fax / E-mail / telegraph shall not be considered.
9. All tenders received against open tender enquiry irrespective of whether they are from the approved contractors on the registered list or others, shall be considered, provided they are on the prescribed form and in accordance with the tender conditions and specifications.
10. Unless exempted specifically, tenders not accompanied with the prescribed EMD/Cost of Tender shall be rejected. EMD/Cost of Tender shall be in the prescribed mode of payment as asked in the NIT, otherwise, the tender shall be liable to be rejected.
11. The validity of the tender/offer shall be for 120 days from the date of opening of the price bid.
12. a) The bidder/tenderer are not allowed to revise the price bid, during the validity of the price bid already submitted. In case, the bidder submit a revised price bid suo-moto, original as well as revised offers shall be opened and lowest will be considered only.
b) The rate negotiations could be held up to L3 bidder, if the difference between the L1 quoted rates and those quoted by L2 and L3 is within 5% of the L1 quoted rates. In case where the L1 bidder refuses to further reduce his offered price and the L2 or L3 bidders come forward to offer a price which is better than the price offered by L1 bidder, the bidder whose price is accepted becomes L1 bidder. However, in such a situation, the original L1 bidder shall be given one more opportunity to match the discounted price. In case of acceptance, he would be treated as L1 bidder.
13. Rates shall be quoted by the tenderer, item wise with price breakup on FOR destination basis. No deviation in terms shall be allowed. However, if not provided separately, then loading of Packing & Forwarding, Freight and Transit Insurance shall be done, for comparison purposes, as under:
 - (i) Packing & Forwarding: @ 0.5% of basic rate.
 - (ii) Freight: @ 2.5% of basic rate.
 - (iii) Transit Insurance: @0.25% of basic rate.
14. Purchase preference of the tendered quantities may be allowed as per policy of the State Government to the Industrial Units located in Haryana on the lowest valid rates if tenderer so claim with requisite documentary evidence.

15. The bidders / Suppliers shall observe the highest standards of ethics during the submission of tender, procurement and execution of the contract. In case of evidence of cartel formation by the bidder(s) EMD is liable to be forfeited.
16. The bidder shall bear all costs including bank charges, if any, associated with the preparation and submission of his bid, and the purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
17. Purchaser reserves the right to cancel the NIT or to change qualifying requirement or to reject any or all the tenders so received without assigning any reason

Signature of
Authorised Signatory

Annexure - 5
(Referred to in Regulation 7.1)

HARYANA POWER GENERATION CORPORATION LIMITED

TENDER FROM

From

To

Office No.
Dated :

Subject:- SURMISSION TENDER AGAINST NOTICE INVITING TENDER
NO.----- DATED ----- OF HARYANA POWER GENERATION CORPORATION
LTD.

Dear sir,

With reference to your above mentioned notice inviting tenders, I/ we hereby offer to supply genuine goods and materials (quantity and rates of the goods and material are described in he attached terms and conditions) and shall execute the work truly and faithfully within the time specified and -set forth in the attached terms and conditions. The goods and materials to be supplied will be of the quality and answerable in every respect with this tender. I/we shall be responsible for all complaints as regards the quality of material and in case of dispute, the decision of the Corporation will be final and bending on me/us.

2. A crossed postal order/ Bank draft No. _____
for the prescribed amount of Rs. _____ (Rupees _____) drawn in
favour of _____, is enclosed, as earnest money as desired. I fully understand that
in the event of my/our tender being accepted, this earnest money shall be retained by you as
security deposit payable by me/us for the faithful and satisfactory execution of the contract.

OR

As I/we am/ are a registered supplier on the approved list of HPGCL
and have already made a permanent earnest money deposit of Rs. _____ vide HPGCL
registration No. _____ allotted to me/us, I / we am/ are not required to furnish any
earnest money with this tender.

*(Delete whichever not applicable).

I further understand that the final payment of 5% or 10% as the case may be, will be retained by you further as security deposit for the entire duration of the purchase order including the period for which the warranty remains applicable.

3. I/ we shall have no claim to the refund of the earnest money prescribed against this tender in the event of my/ our non-compliance of the purchase order, provide such order is placed within the period of validity of my /our tender as indicated in paragraph 4 below.

I further understand that my earnest money will stand forfeited even if I withdraw my tender at any stage during the currency of the period of validity.

4. My / our tender shall remain valid for a period of _____ days from the last date prescribed for submission of the tenders against the NIT No. _____ dated _____.

5. My/ our tender along with the terms and conditions with the relevant columns and annexure duly filled in under my /our attestation and with each page of the tender papers (including the enclosed terms and conditions signed by me/us, (In the capacity of Sole owner/ general or special attorney, in proof of which power of attorney is attached) is submitted for favorable consideration.

6. I/ we have read the enclosed terms and conditions carefully and have signed the same in token of their absolute and unqualified acceptance. My/our tender constitutes a firm offer under the Indian Contract Act, 1972, and is open to an acceptance in whole or in part My/our offer, if accepted on the attached terms and conditions will constitute a legally binding contract and shall operate as a contract as defined in the Indian Contract Act, 1872, and the Indian Sale of Goods Act, 1930.

Thanking you,

Your Faithfully,

Name and full address of tenderer.

Place _____

Dated _____

GENERAL TERMS AND CONDITIONS OF CONTRACT (Work order)

- 1) **CONTRACT AGREEMENT**
The contractor shall execute a contract agreement with HPGCL on a Non Judicial Stamp Paper of appropriate value within 07 days of receipt of work order.
- 2) **RATE/CONTRACT PRICE**
Rate shall be quoted by the bidder, strictly as per rate quoting sheet and the agreed contract price shall remain firm during the currency of the contract. Any statutory taxes/levies, if to be charged extra, should be clearly indicated by tenderer in their offer separately, failing which it will be presumed that the quoted prices are inclusive of all such statutory taxes/levies.
- 3) **EARNEST MONEY AND SECURITY DEPOSIT**
Every tenderer, while submitting his tender, shall deposit the earnest money specified in the NIT (_____) by way of demand draft drawn in favour of the Sr. Accounts Officer HPGCL payable at _____ or by cash deposit. The payment can be made by RTGS also. In case of RTGS proof of deposit of Earnest Money containing UTR number etc. duly certified by the bank shall be submitted. Earnest money deposit shall necessarily accompany the sealed tender in separate envelope, without which the tender shall be rejected forthwith.

The earnest money furnished by the successful tenderers on whom the work order is placed shall be converted into security deposits as a guarantee for faithful and satisfactory execution of the work order.

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

The Security Deposit shall be 10% of the Contract value in all the cases. The deduction of the security deposit shall be regulated according to the nature of the contract, which may be any one of the followings:

For Annual Maintenance Contract / ARC and Civil Construction work	10% amount of the monthly running bill shall be kept as security deposit. However, the EMD already deposited by the bidder shall be converted into the security deposit and the balance amount shall be deducted from the running bill.
For Overhauling Contracts	EMD deposited by the successful bidder shall be kept as security deposit beside the retention money held from the running bills for stage payment.
For Job Works	The successful bidder shall deposit the security equal to 10% of the total value of the work order. However, the EMD already deposited by the bidder shall be converted into the security deposit and the balance amount will have to be deposited by the contractor by demand draft in favour of Sr.AO_____ within 07 days of issue of work order. Failing which the work order may liable to be cancelled and EMD shall be forfeited.

Note: Only the applicable provisions of the above table be incorporated in the work order, accordingly to the nature of work/job.

The security deposit of the contractor shall be retained by HPGCL for faithful execution of the contract.

Security deposit shall be released only after completion of the entire period of the contract and after completion of 30 days of Guarantee/Warranty period, on the certificate of Engineer In-charge /EIC for successful completion of Guarantee/Warranty period and submission of requisite documents like last EPF / ESI return by the contractor.

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

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

- i) If the tenderer withdraws his tender at any stage during the currency of validity period.
- ii) If the W.O. has been issued but the contractor refuses to comply with it irrespective of the fact that HPGCL sustains any loss on account of such default or not.
- iii) In the event of a breach of contract in any manner.
- iv) In case of evidence of cartel formation by the bidder(s).
- v) If the contractor fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the HPGCL to forfeit either in whole or in part, in its absolute discretion, the EMD/security deposit furnished by the contractor.
- vi) The forfeiture of EMD/security deposit shall be without prejudice to the right of HPGCL to recover any further amount or any liquidated and/or other damages as admissible under the law, under payments or over payments made to the contractor under this contract or any other contract as well as to take such administrative action against the contractor as blacklisting etc.

4) **PAYMENT TERMS**

Payment terms shall be regulated according to the nature of the work. which can be any of the followings:

For Annual Maintenance Contract / ARC and Civil Construction Work	100% payment, after deducting 10% security deposit and statutory deductions, of the monthly running bill shall be made after satisfactory completion of work done.
For Overhauling Contracts	50% payment of contract value will be paid as stage payment against appropriate bill of the contractor and on the certification by Engineer-in-charge that 60% work stands completed. Next 30% of contract value against appropriate bill of the contractor and on the certification by Engineer-in-charge that 100% work stand completed. Next 10% of contract value against appropriate bill of the contractor on submission of jointly accepted protocols. Balance 10% of contract value after completion of warrantee period against appropriate bill of the contractor. However, the amount could be released after 30 days of completion of work in all respect on submission of performance bank guarantee of equivalent amount valid for warrantee period.
For Job Works	100% payment of the contract value shall be released against appropriate bill of the contractor and after satisfactory completion of the work by deducting 10% security deposit and statutory deductions.

Note: Only the applicable provisions of the above table be incorporated in the work order, accordingly to the nature of work/job.

5) **MODE OF PAYMENT**

Payment shall be released by the Sr. Accounts Officer/Accounts Officer, _____ through RTGS/NEFT, in the ESCROW account of the contractor which shall be used by the contractor for payment of wages to the workers in their saving account and other statutory obligations like EPF/ESI/etc. For payment through RTGS/NEFT, the contractor will open the requisite ESCROW account by a tripartite agreement with HPGCL and State Bank of Patiala, within 7 days of issue of the work order and will intimate the complete bank details viz. Name of Bank/Branch, Account Number, Type of Account, IFSC Code etc, to Sr. Accounts Officer/Accounts Officer, No payment to the contractor shall be released other than in an ESCROW account opened for the purpose.

Note: Regarding provision of ESCROW account requirement:

The provision of payment through ESCROW account should be incorporated in view of the instructions issued by the competent authority from time to time.

6) **COMPLETION PERIOD**

The completion period of the work as specified below shall be the essence of the contract.

The work shall be started within 7 days of issue of LOI / Work Order, whichever is earlier, unless otherwise directed by the issuer of tender.

The work shall be carried out/completed to match with other activities in progress of the unit.

For Annual Maintenance Contract / ARC	The work shall be started within 7 days of issue of LOI / Work Order, whichever is earlier unless otherwise directed by the issuer of tender. The work shall be carried out and completed on month to month basis, as per the requirement of the contract.
For Overhauling Contracts	The work shall be completed within _____ days (Bar to Bar) from the date of issue of LOI / Work Order unless otherwise directed through written communication.
For Job Works	The work shall be completed within _____ days (Bar to Bar) from the date of issue of LOI / Work Order unless otherwise directed through written communication.

Note: Only the applicable provisions of the above table be incorporated in the work order, accordingly to the nature of work/job.

The quantum of any item of the scope of work may increase or decrease to any extent, as per the site requirement, subject to the limit that total contract value shall not exceed by 10% of the contract value. Payment shall not be made for the work not done. In case of increase of quantum of work, the completion period of the contract will not change and the contractor will have to complete the job within stipulated period unless the completion period is extended in writing.

7) **RISK AND COST**

In case the contractor fails to full fill the contractual obligation, the work shall be got done from some other agency at the risk and cost of the contractor. It shall be without prejudice to the right of HPGCL to recover any further amount or any liquidated and/or other damages.

8) **PENALTY FOR DELAY**

Time is the essence of the contract. The contractor shall ensure timely completion of the job as per stipulated completion period. In case of delay in completing the work/job, the penalty for delay will be imposed @ 1% of the total contract value per week or part thereof subject to maximum of 10% of the contract value.

Notes:- i) The percentage of penalty and time may vary according to necessity of the contract (particularly in overhauling contract).

ii) Contract value means basic value of the contract exclusive of taxes and duties, if charged separately.

9) **DOCUMENTATION**

The contractor and the executive in-charge of the work shall ensure the following document before forwarding the bill of the contractor to the Accounts wing for pass and payment to avoid delay in payment of the contractor:-

- i) Contractor shall submit monthly bill in duplicate to the executive incharge along with the followings:
 - a) Monthly bill for the AMC / ARC work and in other cases bill for the work done, in duplicate. The bill should be on the contractor's bill book duly serially numbered and bearing date of issue, contractors EPF code, ESI code, Service Tax number, PAN & TIN. A photo copy of the EPF code, ESI code, Service Tax number, Labour licence, Copy of the pass book of ESCROW account, PAN & TIN shall be attached with the 1st running bill for reference and record.
 - b) Self attested copy of the deposit challan of EPF & ESI contribution, labour welfare fund deposited by the contractor for the labour engaged for the work duly validated with dossier of workers and their account number in the appropriate prescribed performa.
 - c) Self attested copy of the attendance sheet, wages register and evidence of wage payment.
- ii) The bill of the contractor along with the annexure submitted by the contractor at i above, should be approved and verified by the officer in-charge for gross value as well

as net payable value and accompanied with the certificates/documents mentioned at iii and iv below.

- iii) Certificate from the Engineer in-charge that, a) Work has actually been done as per the contract and to the entire satisfaction of EIC. b) The copy of the EPF challan, ESI challan etc. submitted by the contractor pertains to the labour deployed at site and none of the worker has been excluded there from. c) The record entry of the work done has been taken in the small measurement book (SMB) at page no. _____ on dated _____. d) No penalty is leviable on the contractor on any account as per the contract if leviable the amount of penalty is _____. e) Copy of protocol and certificate for stage payment, if required.
- iv) Certificate from Labour Welfare Officer / Factory Manager stating that contractor has complied with all labour laws and safety clearance certificate from safety officer. In case of non availability of Labour Welfare Officer/Safety Officer, from EIC.

Note:-

Documents attached along with the contractor bill should be referred in the forwarding letter of the executive office forwarded the bill for pass and payment.

10) PERFORMANCE BANK GUARANTEE

Unless agreed otherwise, Contractor shall submit bank guarantee of the nationalized bank equivalent to 10% of the contract value in the prescribed performa valid up to one month after completion of warrantee period.

11) WARRANTY

- I. The contractor shall **provide warranty** for the workmanship of the work done for a period 12 month from the date of completion of work / 18 month from the date of commissioning of equipment(s) after overhauling whichever is earlier.
- II. During this period if some equipment(s), which has been attended by the contractor, is found to be defective, the same will have to be attended again without any additional charges to HPGCL. In such cases, warranty period shall start from the date of such repair/rectification. In case the contractor fails to respond within a reasonable time, the job will be got done from any other agency at the risk and cost of the contractor.

12) FORCE MAJEURE

The delay in the completion of the work may be treated as force majeure to the contractor only if:-

- a. the delay is resulted from any causes arising out of compliance with regulations, orders or instructions of the Central or State Governments, acts of God, acts of Civil & Military authority, fires, floods, strikes, lock-outs, freight embargoes, war-risk riots and civil commotion. and
- b. the contractor's request for extension of the delivery period along with all necessary evidence comes, before the expiry of the schedule date(s) of delivery.

13) IDLE LABOUR CHARGES

- a) No idle labour charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour being rendered idle due to any cause.
- b) In case of non operation of the unit/units, due to any reasons, on the prior instruction of HPGCL, of at least 7 days and work/activity is not carried out:
 - i) for up to one month, a deduction @ 35% payment of particular work will be made.
 - ii) for more than one month, a deduction @ 50% payment of particular work will be made.

14) OVER RUN CHARGES

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

15) WATCH & WARD

The watch and ward of T&P and other material will be the responsibility of the contractor.

16) FACILITIES TO BE ARRANGED BY CONTRACTOR

The contractor shall make his own arrangement for providing all facilities like lodging, boarding, furniture and transportation etc. for his supervisors/staff engaged by him for the job.

17) **STATUTORY DEDUCTIONS**

Statutory deduction on account of Income Tax, Works Tax & Sales Tax etc. including surcharge shall be made at source from the bills of the contractor at the prevailing rates.

18) **FACTORY ACT/MINIMUM WAGES ACT/INSURANCE ACT/EPF ACT ETC.**

Strict adherence of various applicable labour laws like the Factories Act, Minimum Wages Act, ESI Act, Payment of Wages Act, the Workman's Compensation Act, EPF Act, Contractor labour (Regulation & Abolition) Act, 1970 and all other statutory requirements as amended from time to time to the entire satisfaction of Central/State Govt. Authorities, shall be the responsibility of the Contractor and he shall have to make good loss, if any, suffered by HPGCL on account of default in this regard by the contractor. EPF/ESI contributions will be deposited by the contractor in his own EPF/ESI code no. in the respective account of the workers. The contractor will submit the copy of EPF/ESI challan to the Factory Manager, at the time of 90% payment along with corresponding list of workers

The contractor shall make the payment of wages to its labour in their saving account linked with the ESCROW account only. Documentary evidence thereof shall be submitted along with the running bills.

19) **INSURANCE OF WORKERS**

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

20) **SAFETY RULES**

A Firm shall have to comply with all the provisions of safety rules. The Chief Safety Officer may impose penalty of **Rs.200/- per day per head** if the workers of contractor are found to be working carelessly without proper protective equipments in unsafe conditions. Against violation of any other clause, a penalty of Rs 500 /- per violation (minimum) shall be levied. In case of repeated violation of serious nature resulting in various serious accident or direct loss to the corporation /threatens to cause severe consequences, higher penalty rates may be imposed including suspension/ termination of the contract. If any action is initiated by Chief inspector of factories, Chandigarh or any other authority against occupier/factory manager or any other authority of HPGCL in case of any fatal/non fatal accident or any other violation of factory act, 1948, Pb. Hr. factory rules, 1952 or any other industrial or labour act, the contractor shall be liable for the same and also to deposit the amount of fine/penalty if any. In case of default action as deem fit shall be initiated against the contractor.

A safety clearance certificate on quarterly basis from the chief safety officer shall be obtained by the contractor and has to be attached along with the bill.

This office reserves the right to claim adequate compensation from the contractor on account of any damage caused to the plant & equipment handed over to him for execution of the work, due to careless handling or negligence on the part of the contractor.

21) **ARBITRATION**

All matters, questions, disputes, differences and / or claims arising out of and / or concerning, and /or in connection with, and /or in consequence of, and /or relating to the contract whether or not obligations of either of both the Supplier and the Corporation under that contract be subsisting at the time of such dispute and whether or not the contract has been terminated or purported to be terminated or completed, shall be referred to the sole arbitration of MD, HPGCL or an officer appointed by the MD, HPGCL as his nominee. The award of the Arbitrator shall be final and binding on both the parties to the contract.

22) **LAWS GOVERNING CONTRACTS**

All contracts shall be governed by the laws of India for the time being in force. Irrespective of the place of delivery, place of performance or place of payment under a contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.

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

23) SET OFF

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

24) SUBLETTING and ASSIGNMENT

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

- Note:-
1. Unless agreed otherwise the above terms and conditions of the contract will form the part of the purchase order after finalizing the procurement proposal. The word tenderer where ever used above shall be read as supplier. Above T&C are equally applicable in case of limited / proprietary enquiry as well. The non applicability / modification in the aforesaid clauses if agreed shall be mentioned / attached in / with the purchase order specifically.
 2. Purchasing authority shall put dated initials on each pages of the purchase order including the above terms and conditions printed on both side of the paper.
 3. Any other term not defined in instructions to the bidder or above terms and conditions should be interpreted as defined in HPGCL Purchase Regulation "2011".
 4. The term "Bid" and "tender" and their derivatives ("Bidder / Tenderer" "Bidding / Tendering") are synonymous. Singular also means plural.

Authorized Signatory

GENERAL TERMS AND CONDITIONS OF CONTRACT (Supply order)**1) Definitions:-**

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

- a) The 'Purchaser' shall mean the HPGCL and shall include its successors in office and assigns.
- b) The 'Supplier /Manufacturer' shall mean M/s. _____ and shall include the Supplier's legal representatives, successors, and assigns.
- c) 'Material' shall mean and include the material to be supplied by the Supplier under the contract as per contract.
- d) 'Specifications' shall mean and include the specifications as detailed in the Annexure attached herewith and drawings attached thereto as well as samples and patterns, (if any).
- e) 'Drawing' shall mean the drawing /drawings annexed to the specification (if any) or as approved by the purchaser.
- f) The 'Site' shall mean and include lands & buildings over / under upon where the materials are to be installed and used in accordance with terms & conditions.
- g) 'Place of delivery' shall mean the place of delivery at which the Supplier is responsible to deliver the materials at the specified contract price.
- h) The terms "F.A.S", 'F.O.R', 'F.O.B.', 'C.I.F.' and other shipping dispatch terms as used herein shall have meaning in accordance with their usage in India.
- i) 'Work' shall mean and include supply of all materials, plants and equipments and rendering of other services by the supplier under this contract
- j) 'Consignee' shall mean the officer to whom the material is required to be despatched or the person specified in the purchase order.
- k) 'Contract' shall mean the Notice Inviting the Tender, Tender Form, and conditions of contract with their annexure and Purchase Order / Acceptance of offer / tender/LOI/LOA.
- l) 'Purchasing Authority' shall mean the officer signing the acceptance of tender and shall include any officer who has authority to execute the relevant contract on behalf of the Purchaser.
- m) 'Purchase Order' shall mean an order of supply of material including the acceptance of the tender.
- n) 'Annexure' shall mean the Annexure to the terms & conditions.
- o) 'Test' shall mean such test as is prescribed by the ISI or by the HPGCL and / or considered necessary by the authorized agent of the Purchaser whether conducted / performed or made by him or any other agency acting under his direction.
- p) 'Delivery' shall be deemed to take place on delivery of material in accordance with terms of the Contract after test and inspection by the Purchaser or his authorized agent, to the consignee. If the rates are ex-works, date of dispatch/Goods Receipt (GR) and in case the rates are FOR destination, date of receipt of material in store in good conditions shall be treated as date of delivery.
- q) 'Inspecting Agency' means the agencies nominated and authorized by the competent authority for inspecting the material at the works of the supplier or at the designated place of inspection prescribed by the purchasing authority.
- r) 'Inspecting Officer' means, officer of the Corporation appointed by the Chief Engineer or the purchasing authority for inspection.
- s) 'Contract Value' shall mean the bare value of the goods 'ex-works price' without taking into account taxes, duties or any other incidental charges where the price is ex-works, but where the prices given in the PO are on FOR destination basis inclusive or exclusive of ED and CST etc., the 'Contract value' would mean FOR destination prices, given in the PO inclusive of ED, CST, other statutory levies etc. as the case may be.

- t) 'Total Contract Value' shall mean contract value plus statutory dues like ED, CST etc. and any other amount payable under contract.

2) **PARTIES:**

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

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

Purchaser: _____: Haryana Power Generation Corporation Ltd.

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

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

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

4) **PRICES:**

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

- (a) Packing & Forwarding: @ 0.5% of the basic rate.
 (b) Freight : @ 2.5% of the basic rate.
 (c) Transit Insurance : @ 0.25% of basic rate.

- (ii) ED / Sale Tax, if charged, separately shall be paid as per actuals within delivery period on production of following certificates:

- a. **Excise Duty Certificate:** a) Certified that the excise duty charged in the bill is not more than what is payable under provisions of the relevant act or rules made there under. b) Certified that the amount of Rs. _____ claimed as E.D. in the bill is in accordance with the rules made there under in all respects and that the same has been paid to the Excise authorities. (Signature of Supplier). Further, self authenticated tax invoice shall be provided containing the following information: i) Rate of Excise department ii) Date and time of removal of goods c) Reference of entry in PLA register and RG-23.
- b. **Sales Tax Certificate:-** a) Certified that transactions on which tax has been claimed will be included in the return to be submitted to the sale tax authorities for assessment of sales tax and the amount claimed from the HPGCL shall be paid to the sales tax authorities. b) Certified that the goods on which sales tax has been charged have not been exempted from sales tax under Haryana/ Central Sales Tax Act and Rules made there under. The charge on the account of the sales tax on these goods are correct under the provisions of the relevant act and rules made there under. c) Certified that we shall indemnify to HPGCL in case it is found at a later stage that the incorrect payment has been recovered on account of sales tax by us. d) Certified that we are registered as dealer and our Haryana/CST no. is _____. Our CST No. is _____. (Signature of Supplier)

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

(iii) **ESCALATION/PRICE VARIATION CLAUSE.**

No escalation shall be permitted in respect of any increase not arising out of the operation of any law and statutory or mandatory order of the Govt. of India or the concerned State Govt. In case the period of the purchase order for completion of supplies is more than one year and tenderer wishes to include an escalation clause in his quotation then bidder should provide full details of the escalation formula and bring out precisely the actual increase in

the price of the finished item for every rupee worth of increase in each item of raw material/component of wages, to which the escalation applies. The tenderer shall furnish such documentary evidence, as may be required by the HPGCL, in support of the increase in respect of each item of raw material/component of wages etc. for which the escalation is claimed. No escalation/price variation shall be considered beyond the scheduled delivery period. However, for valuation of L1 bidder the total contract value for the contract period shall be considered.

(iv) Foreign Exchange variation:

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

5) EARNEST MONEY AND SECURITY DEPOSIT:-

Every tenderer, while submitting his tender, shall deposit the earnest money specified in the NIT (Rs. _____) by way of demand draft drawn in favor of the Sr. Accounts Officer/Accounts Officer, HPGCL payable at Panchkula or by cash deposit. The payment can be made through RTGS also. In case of RTGS, proof of deposit of Earnest Money containing UTR no. etc. duly attested by the bank, shall be submitted. Earnest money deposit shall necessarily accompany with the sealed tender in separate envelope, without which the tender shall be rejected forthwith.

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

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

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

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

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

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

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

6) PAYMENT TERMS:-

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

One hundred percent payment shall be made within 7 working days of receipt of material at site in good condition and after receipt of 10% Performance Bank Guarantee, whichever is later.

or

95% payment against documents through bank within 7 working days of receipt of information from the bank and receipt of 10% PBG whichever is later and balance 5% after receipt of material in good condition.

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

7) MODE OF PAYMENT:-

Payment shall be released by the Sr. Accounts Officer, _____ by account payee cheque payable at _____/RTGS/NEFT. For payment through RTGS/NEFT, the supplier will provide complete bank details viz. Name of Bank/Branch, Account Number, Type of Account, IFSC Code etc. to Sr. Accounts Officer, _____.

8) DELIVERY PERIOD AND DAMAGES FOR DELAY:-

The date of delivery of material as specified in the purchase order shall be the essence of the contract between the supplier and the Corporation, and the delivery of each consignment must be made as per delivery schedule.

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

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

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

9) TESTS AND INSPECTIONS:-

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

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

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

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

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

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

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

10) DOCUMENTATION:-

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

- A) Concerned Executive Engineer (Purchaser copy)-
- | | |
|-----------------------------------|---|
| a) Acceptance of PO | b) Readiness of material/ inspection call |
| c) Copy of invoice | d) Copy of RR/GR |
| e) Advance intimation of dispatch | f) Test Certificates |
- B) Concerned Sr. A.O. (Accounts copy)
- | | |
|---------------------------------------|--------------------------------------|
| a) Copy of invoice in triplicate | b) CST/VAT Certificate |
| c) E.D. Certificate | d) Documentary Proof of E.D. claimed |
| e) Proof of Insurance charges | f) Guaranty/ Warranty Certificate |
| g) Interchangeability Certificate | h) Copy of inspection report |
| i) D.D on account of security deposit | j) Performance Bank Guaranty. |
| k) Copy of R.R./G.R. | |
- C) Concerned Executive Engineer/ Stores (Consignee copy)
- | | |
|-------------------------|------------------------------|
| a) Copy of Invoice. | b) Copy of Inspection Report |
| c) Dispatch particulars | d) Copy of RR/GR. |
- D) Appropriate branch of State Bank of Patiala, if document are to be negotiated through Bank
- | | |
|--------------------|---------------------|
| a) Copy of invoice | b) Original RR/ GR. |
|--------------------|---------------------|

Note:-

If the documents shown above are not sent to the appropriate office within due period then bank document will not be retired and the responsibility for demurrage/ wharfage or auction of material will be on the supplier's account.

No interest, what so ever on any account shall be paid by HPGCL.

Bank Charges if any shall be borne by the supplier.

11) PACKING:-

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

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

12) MODE OF TRANSPORT:-

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

13) TRANSIT INSURANCE:

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

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

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

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

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

14) PERFORMANCE BANK GUARANTEE:-

Supplier shall submit bank guarantee of the Nationalized Bank equivalent to 10% of the order value in the prescribed Performa valid up to one month after completion of warrantee period unless otherwise agreed.

15) WARRANTEE:

The supplier shall be made responsible to replace free of cost, with no transportation or insurance cost to the Corporation, up to the destination the whole or any part of the material, which in normal and proper use proves defective in quality or workmanship, subject to the condition that the defect is noticed within 12 months from the date of use of material at site or 18 months from the date of receipt, whichever period may expire earlier. The consignee or any other officer of the corporation actually using the material will give prompt notice of each such defect to the supplier as well as the Purchasing Authority and the Sr. A.O.. The replacement shall be effected by the supplier within reasonable time, but not, in any case, exceeding 45 days. The supplier shall, also, arrange to remove the defective supply within a reasonable period, but not exceeding 45 days from the date of issue of the notice in respect thereof, failing which, the corporation shall reserve the right to dispose off the defective material in any manner considered fit by it at the sole risk and cost of the supplier. Any sale proceeds of the defective material after meeting the expenses incurred on its custody, disposal, handling etc. shall, however, be credited to the supplier's account and set off against any outstanding dues of the corporation against the supplier.

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

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

16) FORCE MAJEURE:-

The delay in the delivery of the supply may be treated as force majeure to the supplier only if:-

- i) The delay in manufacture or delivery of the material /equipment on order result from any causes arising out of compliance with regulations, orders or instructions of the Central or State Governments, acts of God, acts of Civil & Military authority, fires, floods, strikes, lock-outs, freight embargoes, war-risk riots and civil commotion and
- ii) The supplier's request for extension of the delivery period along with all necessary evidence, before the expiry of the schedule date (s) of delivery.

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

17) DEMURRAGES:-

The Supplier shall be responsible for all demurrage charges due to late receipt of G.R. and non-receipt of prior intimation of dispatch of material to the consignee. G.R. through bank other than specified one will not be accepted. If any consignment and or its relevant shipping document are dispatched to an incorrect address / destination or parts of the case, the additional expenses involved & delay in delivery shall be to the Supplier's account.

18) ARBITRATION: -

All matters, questions, disputes, differences and / or claims arising out of and / or concerning, and /or in connection with, and /or in consequence of, and /or relating to the contract whether or not obligations of either of both the Supplier and the Corporation under that contract be subsisting at the time of such dispute and whether or not the contract has been terminated or purported to be terminated or completed, shall be referred to the sole arbitration of MD, HPGCL or an officer appointed by the MD, HPGCL as his nominee. The award of the Arbitrator shall be final and binding on both the parties to the contract.

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

The arbitrator may, from time to time, with the consent of the parties to the contract enlarge the time for making the award. The venue of the arbitration shall be the place from which the acceptance of offer is issued or such other place as the Arbitrator, in his discretion, may determine.

All arbitration proceedings under this regulation shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 and the Rule there under, with any statutory modification thereof for the time being in force.

19) LAWS GOVERNING CONTRACTS:-

All contracts shall be governed by the laws of India for the time being in force.

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

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

20) RISK PURCHASE:-

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

21) INTERCHANGEABILITY:-

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

22) SET OFF:-

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

23) PATENT RIGHT:-

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

24) SUBLETTING AND ASSIGNMENT:-

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

- Note:-1. Unless agreed otherwise the above terms and conditions of the contract will form the part of the purchase order after finalizing the procurement proposal. The word tenderer where ever used above shall be read as supplier. Above T&C are equally applicable in case of limited / proprietary enquiry as well. The non applicability / modification in the aforesaid clauses if agreed shall be mentioned / attached in / with the purchase order specifically.
2. Purchasing authority shall put dated initials on each pages of the purchase order including the above terms and conditions printed on both side of the paper.
 3. Any other term not defined in instructions to the bidder or above terms and conditions should be interpreted as defined in HPGCL Purchase Regulation "2011".
 4. The term "Bid" and "tender" and their derivatives ("Bidder / Tenderer" "Bidding / Tendering") are synonymous. Singular also means plural.

Authorized Signatory

ANNEXURE-a

SPECIFICATIONS / SCHEDULE OF DEIVERY OF MATERIAL

Sr. No.	Item Code No.	Item Description & Specifications	Name of Consignee	Destination of Consignment	Qty. to be supplied	Delivery Period
1	2	3	4	5	6	7

Signature & Stamp of Bidder