0Schedule-'B-1'

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| HPGCL<br>An ISO:9001, ISO: 1400and OHSAS : 18001 certified company | **PANIPAT THERMAL POWER STATION**<br>**A Unit of Haryana Power Generation Corporation Ltd.**<br>**(Corporate identity Number : U45207HR1997SGC033517)**<br>Assandh Road,Panipat - 132105<br>Ph:0180-2566006,Fax:0180-2566375, e-mail:xenproc2.ptps@hpgcl.org.in<br>**Website:-www.hpgcl.org.in, GST No.-06AABCH4536J1ZM**<br>**Taxpayer Tradqe / Legal Name:- Haryana Power Generation Corporation Ltd.** |

**(Referred to in regulation 7.1)**

**ONLINE NOTICE INVITINGTENDER**

| **Tender Enquiry No.** | **PTP/POM – 201489** |
|---|---|
| Description of Item | Supply of carbon Brushes for Unit-6 PTPS Panipat |
| Start date and time of tender uploading | 19.10.2026 at 13:00 Hrs |
| Last date for submission of tender | 18.11.2026 up to 13:00 Hrs |
| Technical Opening (Part-I) | 25.11.2026 at 13:00 Hrs |
| Tender Fee (Non –refundable) | Rs.1,180/- (Exemption in Tender fee for MSME Haryana firm only ) |
| e-Service Fees (Non –refundable) | Rs.1,180/- |
| EMD | Rs 5,900 |
| General Terms & Conditions | As per Annexure-A |
| Technical Specifications & Quantity/ Schedule of Delivery of Material | As per Annexure-B |
| Statements of bidders | As per Annexure-C |
| Benefits/ Concessions to the Haryana Based Micro Small And Medium Industrial Enterprises | As per Annexure-D |
| Instructions to the Bidders for e-Tender | As per Annexure-E |
| GST Documents and Compliances | As Per annexure-F |
| Documents to be uploaded | As per Annexure-G |
| PBG Format | As per Annexure-H |

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

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

(a) The bidder should be Original Equipment Manufacturer/ Supplier (OEM/OES) or a registered vendor of HPGCL, as per Vendor Registration Policy for the item.

OR

The bidder must have successfully executed purchase order of supplying same/similar item(s) in HPGCL/NTPC/ any State Electricity Board/any Public Sector Undertaking / any Corporation/Central Govt./ State Government Undertaking/Semi Govt. or any Thermal/Hydel Power Plant during last 07 years ending Sep-2026 along with copy of satisfactory performance certificate/repeat order from the same organization. The experience of execution of purchase order should be as under:-

- Single order of value not less than Rs. 2.35 lacs/-

  or
- Two orders of value not less than Rs. 1.47 lacs/-each

  or
- Three orders of value not less than Rs. 1.17 lacs/- each.

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

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

(d) Bidder has to supply valid GST registration certificate, as on date, of place of supply.

(e) Bidder will have to submit following undertaking on its letter head:

(i) That GST Registration Certificate of place of supply i.e.,……is valid as on date.

(ii) That no default has ever been made by bidder in filing the various GST returns and deposit of GST dues with the department.

(iii) That Bidder is having multiple registrations under GST i.e., ……and no default has ever been made by bidder in filing the various GST returns and deposit of GST dues with the department for above GST Numbers. If a default is found at a later stage under a GST number even if the GST number pertains to some other state, then it will be construed as misrepresentation of facts and will make the vendor ineligible to participate in tender.

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

1. Conditions of the contract and other information can be had from the office of XEN/P-I (xenproc2.ptps@hpgcl.org.in) on any working day prior to last date of submission of tenders. The payment of Tender Document Fee and eService Fee can be made online directly through Debit Cards & Internet Banking Accounts. The payment of Earnest Money can be made by eligible bidders/ contractors online directly through RTGS/NEFT.

**2. Disqualification of the Bidder:-**

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

ii) The Bidders shall supply partnership deed in case of partnership firm / Memorandum of Association and Article of Association in case of a company.

iii) Not withstanding anything stated above Haryana Power Generation Corporation Ltd. reserves the right to assess the Tenderer capacity to perform the contract should the circumstances warrant such assessment in the overall interest of the Haryana Power Generation Corporation Ltd. In this regard the decision of corporation will be final.

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

4. Unless exempted specifically, tenders not accompanied with the prescribed EMD/Cost of Tender shall be rejected. EMD/Cost of Tender shall be in the prescribed mode of payment as asked in the NIT; otherwise, the tender shall be liable to be rejected. Note:

(i) EMD is exempted only for the bidders as per instructions/guidelines contained overleaf as well as at Sr. No.6 of Annexure-A (General T&Cs).

**(ii)** Tender documents fee @ Rs. 1180/- is exempted only for Haryana based Micro & Small firms as per guidelines mentioned in Annexure-D. Without online submission of EMD & tender documents fee (except for eligible bidders as per point (i) & (ii) above, the tender shall be rejected).

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

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

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

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

9. a) Suo-moto revised price bid/supplementary Part-II will not be accepted after the last date of submission of the tender. However, in case revised price bid is submitted by the bidder Suo-moto but prior to the due date of submission of the tender, then the revised price bid only, shall be opened and considered by the purchasing authority.

b) **Negotiation Policy will be followed as per Haryana Govt. negotiation policy amended time to time.**

**In case of Haryana based MSME firms, procedure as per G.O. No.-02.02.2016-41B11 (1) dated 20.10.2016 (Annexure-D) and shall be followed**.

10.) Rates shall be quoted by the Bidder, item wise with price breakup on FOR destination basis. No deviation in terms shall be allowed. However, if not provided separately, then loading of Packing & Forwarding, Freight and Transit Insurance shall be done, for comparison purposes, as under:

a) Packing & Forwarding: @ 0.5% of basic rate.
b) Freight: @ 4.0% of basic rate or the railway freight on the basis of published goods tariff of Indian Railways or freight on the basis of publication/certification of some approved transporter in case of any other mode of transport declared in the NIT, whichever is higher.
c) Transit Insurance: @0.25% of basic rate.
d) Loading on account of deviation in payment terms shall be made @ 0.5% per week or part thereof at the time of preparation of comparative statement.

11. Purchase preference of the tendered quantities may be allowed as per policy of the State Government to the Industrial Units located in Haryana on the lowest valid rates if Bidder so claim with requisite documentary evidence.
12. The bidders/ Suppliers shall observe the highest standards of ethics during the submission of tender, procurement and execution of the contract. In case of evidence of cartel formation by the bidder(s) EMD is liable to be forfeited.
13. The bidder shall bear all costs including bank charges, if any, associated with the preparation and submission of his bid and the purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
14. Any statutory taxes/ duties/ other levies, if to be charged extra should be clearly indicated by Bidder in their offer separately, failing which it will be presumed that their quoted prices are inclusive of all such statutory taxes/ duties/ other levies.
15. No provision for price escalation is made on any account. The price quoted by the tenderer shall be **FIRM** till the contract is completed.
16. Normally the tenders should not differ from the Terms & Conditions and technical specifications incorporated in the Tender Documents. In case of any deviation the same shall be specifically mentioned on separate sheet otherwise it will be presumed that tenderer agreed all terms & conditions as per Tender Document.
17. Opening of Tender:

In cases where e-tenders are invited in two parts, the bidder shall upload their technical offer containing documents, qualifying criteria, technical specifications, schedule of deliveries and all other terms and conditions etc. 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 part-I on scheduled date of opening of Technical bid. The tenders shall be opened on the due date in the office of XEN/Proc-II PTPS, HPGCL by tender opening committee comprising Executive Engineer and Sr. A.O. The tender documents shall be downloaded and print outs taken.

a) The Price Bid (Part-II of the tender) shall be opened after Part-I of the tenders have been scrutinized and evaluated. The Bidders whose Part-I have been approved, will be allowed to participate in opening of Price Bid (Part-II). The due date and time for opening of Price Bid (Part-II) shall be informed later on.
   i) Earnest Money: - The Bidder shall deposit requisite Earnest Money (as applicable) along with the tender to ensure that the Bidder takes up the contract in right earnest.
   ii) The EMD of the successful Bidder will be adjusted against security deposit in the event of placement of order. EMD of unsuccessful Bidder will be refunded on finalization of contract.
   iii) No interest shall be payable on Earnest Money Deposit.
   iv) HPGCL reserves the right to forfeit Earnest Money Deposit or part thereof in circumstances which may indicate that the contractor is not earnest in executing the contract. EMD shall also be forfeited in case the bidder does not come forward for execution of the contract agreements and submission of balance security deposit.

18. If the Bidder withdraws his tender at any stage during the currency of his validity period, the earnest money shall be forfeited in full in such cases.
19. Purchaser reserves the right to cancel the NIT or to change qualifying requirement or to reject any or all the tenders so received without assigning any reason.

Executive Engineer/Proc-II,
for CE/PTPS, HPGCL,PTPS, Panipat.

**Information Regarding Online Payment of Tender Document, e-Service & EMD Fee.**

The Bidders can download the tender documents from the portal: **https://etenders.hry.nic.in**

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

NOTE: If the tenders are cancelled or recalled on any grounds, the Tender Document Fees & e-Service fee will not be refunded to the agency.

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

The following are exempted from depositing the earnest money: -

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

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

iii) Firms registered with the Director of Industries, Haryana or registered with National Small scale Industries Corporation, Govt. of India. MSME Haryana who have filed Entrepreneur Memorandum in Haryana in respect of quoted items, participate directly in tender not through any intermediaries (their dealers/agent/distributors) will not subcontract to any other firm and to carry the entire manufacturing at their enterprise.The exemption shall be for the specified items which are available on Director of Industries, Haryana/ NSIC Rate Contracts.

iv) Haryana based Micro, Small and Medium Industrial Enterprisesin the State Public Procurement in line with G.O. No.-02.02.2016-41B11 (1) dated 20.10.2016 as per Annexure-D.

v) Firms borne on the HPGCL's approved list of suppliers which may have made a permanent earnest money deposit of Rs.10.00 Lacs at the respective Project/office of HPGCL or Rs. 20.00 Lacs for quoting anywhere in HPGCL, if they quote the Registration number given by the respective project/office of HPGCL in their tender papers.

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

**Key Dates**

| Sr. No. | Department Stage | Bidder's Stage | Start date and time | Expiry date and time |
|---|---|---|---|---|
| 1 | Tender Authorization & Publishing | ---------- | 19.10.2026 at 13:00 Hrs | 18.11.2026 at 13:00 Hrs |
| 2 | ------ | Downloading of Tender Documents & Bid Preparation& Bid submission | 19.10.2026 at 13:00 Hrs | 18.11.2026 at 13:00 Hrs |
| 3 | ------- | Last date of submission of Bid online | 18.11.2026 up to 13:00 Hrs | |
| 4 | Technical Opening (Part-I) | ----- | 24.11.2026 at 13:00 Hrs | |
| 5 | Short listing of Technical bids & Opening of Financial Bid | ---- | Will be intimated to the firms on their e-mail IDs | |

**Annexure-A**

**SCHEDULE 'C-1'**
**(Referred to in regulation 7)**

**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 dispatched 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 GST etc., the 'Contract value' would mean FOR destination prices, given in the PO inclusive of GST & other statutory levies etc. as the case may be.
t) 'Total Contract Value' shall mean contract value plus statutory dues like GST 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: Panipat Thermal Power Station, Panipat (A unit of 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 : @ 4.0% of the basic rate.
c) Transit Insurance : @ 0.25% of basic rate.

**II) Goods & Service Tax Certificate:** The Goods & Service Tax, if extra, shall be paid as per actual within the delivery period of production of following certificate: a.) Certified that transactions on which tax has been claimed will be included in the return to be submitted to the GST authorities for assessment of GST and the amount claimed from the HPGCL shall be paid

to the GST authorities. b.) Certified that the goods on which GST has been charged have not been exempted from GST Act or rules made there under. The charges on account of GST on these goods are correct under the provisions of the relevant Act or 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 GST by us.

d.) Certified that we are registered as dealer and our Haryana/CST no. is ----------.

Our GST No. is …….. (Signature of Supplier)

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

**Apart from above certificate, Supplier has to furnish all GST documents and compliances of GST as per Annexure-F attached**.

**(ii) 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 Bidder 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 Bidder 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.

**(iii) 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 bidder, while submitting his tender, shall be required to give the earnest money deposit specified in the e-NIT. **EMD through online mode at e-portal only shall be accepted.** 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 /ARC 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.

The following are exempted from depositing the earnest money:-

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

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

iii) Firms registered with the Director of Industries, Haryana or registered with National Small scale Industries Corporation, Govt. of India. The exemption shall be for the specified items which are available on Director of Industries, Haryana/ NSIC Rate Contracts. Please refer Annexure-III of the NIT for details.

iv) Haryana based Micro, Small and Medium Industrial Enterprisesin the State Public Procurement in line with G.O. No.-02.02.2016-41B11 (1) dated 20.10.2016 as per Annexure-III of the NIT.

v) Firms borne on the HPGCL's approved list of suppliers which may have made a permanent earnest money deposit of Rs.10.00 Lacs at the respective Project/office of HPGCL or Rs. 20.00 Lacs for quoting anywhere in HPGCL, if they quote the Registration number given by the respective project/office of HPGCL in their tender papers.

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/ARC has been issued but the supplier refuses to comply with it, the EMD deposited by him shall be forfeited in full, irrespective of whether the HPGCL sustains any loss on account of his default or not. This forfeiture shall be without prejudice to the right of HPGCL to claim any other damages as admissible under law as well as to take such administrative action against the supplier as blacklisting etc.

iii) Where the purchase order has been complied with but the supplier stops making the supplies after partially fulfilling the purchase order, the security deposit shall be retained and adjusted against any loss that may be caused to HPGCL through risk purchase from alternative source and/or any other damage recoverable from the supplier under the terms of contract.

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

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.

**Security Deposit**: - Supplier shall deposit security equal to @2% of the value of order on receipt of the indent/purchase order for its faithful execution. The earnest money, if any, shall be adjusted towards security deposit. In case of default or non-fulfillment of terms & conditions of the purchase

order, the security deposit will be forfeited by the HPGCL. The security deposit shall be retained by the purchaser for the entire period of contract including warranty period. No claim shall be made against the purchaser either in respect of interest, if any, due on the security deposit / earnest money or its depreciation in value.

**6) PAYMENT TERMS:**

The payment shall be made along with full taxes after deducting GST TDS as per applicable rates. The Bank Guarantee, if applicable, should be submitted on the HPGCL, prescribed format, on Non-Judicial Stamp Paper of Rs.15/- and the same should be sent to Sr.A.O ,PTPS/RGTPP,Panipat along with the bills & invoices under intimation to this office. 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:-

**"100% payment shall be made after 21 days of receipt of material at site in good condition and after receipt of 10% PBG and submission of required documents."**

10% PBG (or amended time to time by Govt.), valid for G/W period should be in favor of Sr.A.O, PTPS, HPGCL Panipat**. All bank charges shall be borne by supplier**. Part payment & part supply there of shall be applicable

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. 12.

**7) MODE OF PAYMENT:**

Payment shall be released by the Sr. Accounts Officer, O&M-II, PTPS,Panipat by account payee cheque payable at _____/RTGS/NEFT. For payment through RTGS/NEFT, the supplier will provide complete bank details viz. Name of Bank/Branch, Account Number, Type of Account, IFSC Code etc. to concerned Sr. Accounts Officer. ***The firm will provide their GST registration No., HSN Code, PAN Number, place of business with address and a unique invoice number suffix with concerned station (PTPS, RGTPP, DCRTPP, FTPS, Corporate Office). So that the invoice could be distinguish with other place of business of HPGCL i.e. PTPS, RGTPP, DCRTPP, FTPS, Corporate Office.***

**8) DELIVERY PERIOD AND DAMAGES FOR DELAY:-**

(i) 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.

(ii) **Delivery period shall be strictly as per Annexure-B**

(iii) 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.

(iv) In case the delivery schedule provides lot wise delivery of material, lot wise penalty shall be imposed

(v) The material dispatched by a supplier after the expiry of the delivery period will not be accepted by the Consignee without the approval of the Purchasing Authority.

(vi) The delivery period shall be reckoned from the 7$^{th}$ day of issue of P.O. / L.O.I. whichever is earlier.

(vii) Extension in Delivery Schedule: No extension of dates on which the delivery is due as per the terms of Purchase Order shall be granted except under force-majeure circumstances as defined under clause of the contract/PO. Acceptance of a delayed supply shall be at the sole discretion of the Purchasing Authority and shall be subject to the levy and recovery of applicable liquidated damages as prescribed under contract/PO.

(viii) In exceptional circumstance, where the supplier applies for a extension of the due date of delivery well before the due date, and advances good and valid reasons for claiming extension to the satisfaction of the Purchasing Authority, the Authority may grant such extension by amending the relevant clauses of the Purchase Order, with no extra financial liability on HPGCL on account of increase in statutory levies, etc. during the extended period. Further, in the event of grant of extension, no penalty/liquidated damages in terms of clauses of contract/PO shall be leviable or recoverable from the supplier.

**9) TESTS AND INSPECTIONS:-**

**The tests (Metallurgical test "NDT" of material is required)** 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 10 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 10 days of receipt of waiver letter or 15 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 with HSN code of each Item and their respective GST rate.
d) Copy of RR/ GR.
e) Advance intimation of dispatch.
f) Test Certificates.
g.) Copy of valid e-Way bill.
h.) Copy of GST R1& 3B return challans, GST Documents & Compliances to be made by the supplier.

B) Concerned Sr. A.O. (Accounts copy):

a) Copy of invoice in triplicate with HSN code of each Item and their respective GST rate.
b) GST Certificate.
c) Proof of Insurance charges.
d) Guarantee/ Warranty Certificate.
e) Interchangeability Certificate.
f) Copy of inspection report.
g) D.D on account of security deposit.
h) Performance Bank Guarantee.
i) Copy of R.R./ G.R.
j) Copy of valid e-Way bill.
k.) Copy of GST R1& 3B return challans, GST Documents & Compliances to be made by the supplier.

C) Concerned Executive Engineer/ Stores (Consignee copy):

a) Copy of invoice. b) Copy of Inspection Report.
c) Dispatch particulars. d) Copy of RR/GR. e) Copy of valid e-Way bill.

D) Appropriate branch of State Bank of India, if document are to be negotiated through Bank:

a) Copy of invoice/a unique Invoice No. b) Original RR/ GR.

**Note:-**

a) If the documents shown above are not sent to the appropriate office within due period then bank document will not be retired and the responsibility for demurrage/ wharfage or auction of material will be on the supplier's account. No interest, what so ever on any account shall be paid by HPGCL. Bank Charges if any shall be borne by the supplier.Our Taxpayer Trade/ Legal Name is Haryana Power Generation Corporation Ltd. With GST No **06AABCH4536J1ZM.** The firm must associate word PTPS in suffix with their Unique Invoice No. and also upload same on auto populated details.

**11) PACKING:**

The supplier shall provide for secure protection & packing of the equipment in accordance with the best established Practices so as to protect the equipment from damages. Any breakage, damage and/or pilferage including, when in transit, arising from faulty packing shall be the responsibility of the supplier.All packages shall be visibly marked mentioning purchase order number & name of buyer in bold letters & must contain copies of challans/ packing slips inside.

**12) MODE OF TRANSPORT:**

The normal mode of transport for dispatch of material from supplier's end shall be by train/ approved road transporter of 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 intimate to the consignee in advance about dispatch of material otherwise all the losses, if any will be in the account of supplier.

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

**14) PERFORMANCE BANK GUARANTEE:**

Supplier shall submit bank guarantee of the Nationalized Bank equivalent to 10% of the order value in the prescribed Performa valid up to 21 months from dispatch of material. Moreover, in the case of Performance Security, the instructions issued by Director General Supplies and Disposal Department, Haryana office order memo no. DGS&D/Admin/Performance security/2020 Dated 14.12.2020 shall be followed.

**15) WARRANTY:**

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 warranty 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/ warranty clause shall be applicable to the replaced material also).

**16) FORCE MAJEURE:-**

i. Supplier shall not be liable for loss or damage due to delay in manufacturing or delivery of the material / equipment on order as may result from any causes beyond 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 embargo, war-risk, riot and civil commotion.

ii. Whenever the supplier is not in a position to supply the material within the delivery period and he wants extension in the due date (s) of delivery under this clause, he will request for such extension of the delivery period along with all necessary evidence, before the expiry of the schedule date(s) of delivery. In no case, the delivery period shall be extended under this clause, if the request is received after the due date of delivery has expired. Extension in the delivery period may be granted only for the period for which delay in the completion of the supply is proved by the supplier for the circumstances mentioned in this clause.

iii. In all such cases, HPGCL shall have the option to accept any portion of the balance material and cancel the order for the rest, provided that if any material had been manufactured exclusively for the purchaser under this contract, prior to the commencement of the force majeure circumstance, it shall be accepted by the purchaser, and that secondly, the cancellation will be without any liability of HPGCL for damages on the part of the supplier.

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

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

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

It has been agreed between both the parties that the fee of the Arbitrator shall be governed by Arbitration and Conciliation Act, 1998 as amended.

**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.

Alternatively, the purchasing authority may cancel the purchase order due to non-fulfillment of its terms(i.e. delivery) by the supplier and give notice for recovering the damages applicable to such non-fulfillment under terms of the contract.

On completion of the supplies by the firm from whom risk purchase is effected, a full account, including loss incurred on risk purchase, liquated and/or other damages claimable under the contract, shall be payable by the supplier against whom the risk purchase is effected demanding legally that he shall make good the amount within a reasonable period. Failing payment of the same by the supplier, the amount of claim shall be recovered from his outstanding dues and/or security deposits against the relevant contract or any other contract in operation, and for the balance, due process of law shall be initiated.

**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 supplied 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 Bidder 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 "2015".
4. The term "Bid" and "tender" and their derivatives ("Bidder/ Bidder" "Bidding/ Tendering") are synonymous. Singular also means plural.

**25) PRESERVATION PROCEDURE:**

Supplier shall submit the preservation procedure in detail provided by OEM for the storage or handling of material in store.

**26) INTEREST:No interest, whatsoever on any account, shall be paid by HPGCL.**

**27) DEVIATIONS:** Any deviations from the specification mentioned in the NIT should be clearly indicated on a separate sheet titled as STATEMENT OF DEVIATIONS.

**28) RESPONSIBILITY OF THE SUPPLIER FOR EXECUTION OF THE CONTRACT:**

i) Risk of Material: - The Supplier shall execute the Contract in all respect in accordance with these terms & conditions. The materials and every constituent part thereof, whether in possession or control of the Supplier, his agents or servants or in joint possession of the Supplier, his agent, Servants and the Purchaser, shall remain in every respects at the risk of the Supplier and Supplier shall be responsible for all loss, destruction, damage or deterioration of or to the material from any cause whatsoever while the material after test and inspection is awaiting dispatch or delivery or in course of transit from the Supplier to the consignee. The Supplier shall be entitled and responsible to make claims against the Railway Administration or other carrier in respect of non-delivery, short delivery, miss-delivery, loss, destruction, damage or deterioration of the material entrusted to such carrier by the Supplier for transmission to the Consignee.

ii) Consignee's right of rejection: Not withstanding any approval which the Purchaser may have given in respect of the material, it shall be lawful for the consignee to reject the material or any part therefore of on behalf of purchaser within reasonable time after actual delivery thereof to him at the place or destination specified in the Schedule. If the material or any part or portion thereof is not in all respect in conformity with the terms and conditions of the contract, whether on account of loss, deterioration or damage before dispatch or during transit or otherwise howsoever.

The provision relating to the removal of material rejected by the Purchaser or his authorized Agent shall, mutatis mutandis, apply to material rejected by the consignee as herein provided.

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

**29)** **TECHNICAL PARTICULARS:** Material as per the specifications given in **Annexure -B** is required. Deviation in specifications will not be acceptable. It would therefore be in the interest of bidder to study the specifications, drawings etc. in the tender schedules before quoting.

**30)** **Replacement of Rejected Material:**

(i) Material found sub-standard or defective or not conforming to the prescribed specification in any manner at consignee's end shall not be accepted and intimation to this effect shall be given to the supplier by the HPGCL. The supplier shall have to rectify or replace the defective / sub-standard material forthwith, and in any case, within a period of 45 days from the date of original supply, failing which the Corporation shall reserve the right to get the defect rectified at the supplier's cost or to dispose off such material and adjust the sale proceeds thereof, if any, against its claim on the supplier. The supplier shall also be notified that all expenses involved in the replacement by way of handling, transportation, storage, etc. shall be on his account.

(ii) In respect of the defective/sub standard supplies, the date on which such a supply is replaced shall be reckoned as the effective date of delivery there against, and the delay shall be worked out accordingly with reference to the date on which the supply was due as per the terms of contract, for the purpose of determining penalties/ liquidate damages recoverable under clauses of the contract/PO. Period of Guarantee / warrantee shall also be reckoned from the date of replacement.

(iii) The provisions of this condition (i) & (ii) shall apply mutatis mutandis to the material found-standard or defective during the period of warranty.

**31)** The material supplies should be declared as defective/ sub-standard, on the basis of detailed inspection/ rejection report approved by the HPGCL.

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

**33)** **Quantity Variation : ±0.0%.**

**34)** All Terms and conditions of NIT are governed by Works and Purchase Regulations of HPGCL, readily available at website of HPGCL **(hpgcl.org.in).** Any amendment in ibid regulations shall automatically apply to terms and conditions of the NIT.

XEN/Proc-II,
for CE/PTPS, PTPS,
HPGCL, Panipat.

**ANNEXURE-B**

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**SPECIFICATIONS/ SCHEDULE OF DEIVERY OF MATERIAL**

**Technical Specification, Quantity & Delivery Schedule For Carbon Brushes, for PTPS, Panipat**

(At least15 days advance intimation shall be given by the Supplier to Consignee before the inspection of material failing which damages for delay will be imposed on supplier and an advance intimation of 15 days before dispatch of material failing which demurrage, warfage charges will be to the account of Supplier. Copies of such intimation shall be sent to the purchaser also)

| Sr. no. | MTL Code | MTL Description/Specification | Name of Consignee | Destination of consignment | UOM | Qty | Delivery Period |
|---|---|---|---|---|---|---|---|
| 1 | 15611 10010 30001 | EXCITATION SYSTEM SPARES ITEM NAME:CARBON BRUSH SIZE:60X30X22MM PART NUMBER:HM100LFC554 ASSEMBLY:CARBON BRUSHES/BRUSH HOLDERS EQUIPMENT MAKE/MODEL:BHEL CAPACITY:210 MW | XEN/Store (O&M), PTPS, Panipat | PTPS, Panipat | Nos | 200 | Within 120 days from the date of issue of PO |
| | 15611 10010 30101 | EXCITATION SYSTEM SPARES ITEM NAME:CARBON BRUSH SIZE:32X20X8 MM PART NUMBER:4139160100 ASSEMBLY:CARBON BRUSHES/BRUSH HOLDERS EQUIPMENT:BRUSH EXCITATION SYSTEM MAKE:BHEL CAPACITY:210 MW ADDITIONAL INFORMATION:FOR TG SHAFT,FLEX.ON LEFT,GRADE:ASG6/HM6R | XEN/Store (O&M), PTPS, Panipat | PTPS, Panipat | Nos | 20 | Within 120 days from the date of issue of PO |
| | 15611 10010 30102 | EXCITATION SYSTEM SPARES ITEM NAME:CARBON BRUSH SIZE:32X20X8 MM PART NUMBER:41391601003 ASSEMBLY:CARBON BRUSHES/BRUSH HOLDERS EQUIPMENT:BRUSH EXCITATION SYSTEM MAKE:BHEL CAPACITY:210 MW ADDITIONAL INFORMATION:FOR TG SHAFT,FLEX.ON RIGHT,GRADE:ASG6/HM6R | XEN/Store (O&M), PTPS, Panipat | PTPS, Panipat | Nos | 20 | Within 120 days from the date of issue of PO |

Note:
i) Quantity of the material can be reduced upto any extent at any stage before placement of PO at the sole discretion of HPGCL.
ii) Bidder may check the sample from XEN/EMD-IV, PTPS, Panipat for the above item before quoting their rates

**The material against Sr. Nos. 1 to 3 shall be of the specified makes/models only, namely Assam Carbon (Model Nos. HM-6R/HM-100) / Mersen India (Model No. LFC-554) / BHEL (any model)**

XEN/Proc-II,
For SE/MM&Stores,
PTPS, Panipat

**ANNEXURE-C**

**STATEMENTS OF BIDDERS**

1. **Name of Bidder** _____
2. **Address of Head Office** _____
3. **Correspondence Address** _____
   _____
4. **Place of Business with Address** _____
5. **Legal status** _____
6. **PAN , TIN & GST Number of the Bidder (attached self attested photocopies)**
   **PAN** _____ **TIN** _____
   **GST No.** _____.
7. **Bank Details (attached signed cancelled cheque):**
   i) **Bank Name & Address**
   ii) **Bank Account Number**
   iii) **Bank Branch Code**
   iv) **IFSC Code of Branch**
   v) **Nature of account (current/ saving/ OD/ CC)**
8. **Main lines of Business:**
   i) _____ **since**_____
   ii) _____ **since**_____
   iii) _____ **since**_____
9. **Past Experience:**

| Name of Organization | Period | Reference of Contract | Order Value contract wise |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

10. **Any other:**

Signature & Stamp of Bidder

**Annexure-D**

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

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

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

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

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

Further, the benefit of discounting of 50% Haryana VAT revenue from the composite price bid for the purpose of financial evaluation of the bids as per the policy guidelines issued vide GO No-2/ 2010-41-B-II of dated 19.12.2011 will continued to be applicable to all Haryana billing firms including MSMEs covered in the above policy scope.

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

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

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

iii) MSMEs as per above instructions within the price range of L1+15% will be counter offered to match the finally arrived L1 rate. In case MSMEs within L1+15% range refuse to match the finally arrived L1 rate then the entire 60% (50% for MSEs and 10% for MEs) of Purchase Preference will be transferred to L1+5% category firms.

iv) In case, no micro & Small Enterprises (MSEs) and Medium Enterprises (MEs) as per eligibility criteria specified in the above instructions are within L1+15% range, the entire 100% tendered quantity will be distributed as per the existing guidelines.

v) In case there are no Micro & Small Enterprises (MSEs) within L1+15% range, the Purchase Preference Quota of 50% of MSEs will stand transferred to open category making it from 40% to 90%

vi) In case there are no Medium Enterprises (MEs) within L1+15% range, the Purchase Preference Quota of 10% of MEs will stand transferred to open category making it from 40% to 50%

vii) In case no MSMEs, within L1+5% range and there is one MSE & one ME in L1+15% range and further agree to match the arrived L-1 rate. The quantity will be distribution will be upto 40% for firm other then MSME, upto 50% for MSE and upto 10% for ME and so on.

viii) In case there are MSMEs (both or either MSEs) within L1-5% range and there are MSEs & MEs in L1+15% range. Negotiations will be carried out with all firms within L1+5% as per existing guidelines to arrive at finally arrived L1 rate. The finally arrived firm can be any other such a situation; apportionment will be done as per the existing instructions of ratio of 70:30 or 50:25:25 & so on. Thereafter, offer will be given to MSE and MEs within L1-15% range to match the finally arrived L1 rate and if they agree to match the arrived L-1 rate, the apportionment of quantity will have many scenarios of quantity apportionment may be as per Annexure-III enclosed with this notification. However, there can be many more scenarios depending upon the number of MSMEs within price range of L1+5% and L1+15%.

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

**Annexure-D-1**

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

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

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

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

Dated: DEPONENT

**VERIFICATION:**

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

Dated: DEPONENT

**Annexure-D-2**

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

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

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

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

2. That my/ our above mentioned manufacturing Medium Enterprises meat all the remaining terms & conditions of the tender except Past Performance/ Past Experience.
3. That my first Purchase Order under this benefit / concession was issued by State Government Department/ State Government Agency (name of Deptt./ Agency) _____ vide P.O. No. _____ of dated _____ for the supply of _____ (name of the item/ good/ works/ services) was successfully complied by above mentioned Enterprises. A self certified copy of the same is attached as **Annexure-'B'** with this affidavit.
4. That in case the Purchase Order of the quoted item is issued to me/ us, it will not be outsourced or subcontracted to any other firm and the entire manufacturing of the order item shall be done in-house by our enterprise based in Haryana, (address mentioned as at Sr. No.1).
5. That we agree to the condition that this benefit / concession to the Medium Enterprise is valid for one year from the date of getting the first supply order under State Public Procurement.
6. That the billing will be done from Haryana.

Dated: DEPONENT

**VERIFICATION:**

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

Dated: DEPONENT

**Annexure-E**

## Instructions to bidders on Electronic Tendering System

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

**1. Registration of bidders on 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://etenders.hry.nic.in** Please visit the website for more details.

**2. Obtaining a Digital Certificate:**

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

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

**2.3** The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities.

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

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

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

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

**3 Opening of an Electronic Payment Account:**

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

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

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

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

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

**6 Download of Tender Documents:**

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

**7 Key Dates:**

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

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

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

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

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

The bidders shall quote the prices in price bid format only.

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

**NOTE:-**

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

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

**(C) For any help, please refer to the 'Home Page' of the e-Procurement website at https://etenders.hry.nic.in and click on the available link 'Help for Contractors' to see Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Procurement Portal.**

**Annexure-F**

## GST DOCUMENTS & COMPLIANCES TO BE MADE BY THE SUPPLIER

1. Supplier has to provide valid GST registration certificate, as on date, of place of supply.
2. Supplier will have to submit following undertaking on its letter head:
   - (i) That GST Registration Certificate of place of supply i.e.GST No.,……is valid as on date.
   - (ii) That no default has ever been made by supplier in filing the various GST returns and deposit of GST dues with the department.
   - (iii) That Supplier is having multiple registrations under GST i.e.GST No…..……,GST No……and no default has ever been made by supplier in filing the various GST returns and deposit of GST dues with the department for above GST Numbers. If a default is found at a later stage under a GST number even if the GST number pertains to some other state, then it will be construed as misrepresentation of facts and will make the supplier ineligible to participate in further tenders/enquiries along with other penal/legal actions.
   - (iv) The Goods & Service Tax, if extra, shall be paid as per actual within the delivery period of production of following certificate: a.) Certified that transactions on which tax has been claimed will be included in the return to be submitted to the GST authorities for assessment of GST and the amount claimed from the HPGCL shall be paid to the GST authorities. b.) Certified that the goods on which GST has been charged have not been exempted from GST Act or rules made there under. The charges on account of GST on these goods are correct under the provisions of the relevant Act or 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 GST by us. d.) Certified that we are registered as dealer and our Haryana/CST no. is ----------. Our GST No. is …….. (Signature of Supplier).
3. A CA certificate regarding validity of GST Registration will be submitted along with other documents of the PO.
4. Supplier will submit copies of GSTR1 and GSTR3B/challans as evidence to deposit of GST with certifications that GST collected from HPGCL (to be specified in exact rupees), has been paid to Government vide this challan (specifying the challan number and date of deposit) and returns filed (date of filing of return) includes the transaction of supply of Good or/and services to HPGCL.
5. Supplier will inform immediately the HPGCL about initiation of any proceeding (if any) against him under the GST laws which may result in suspension or cancellation of GST number of the Supplier/Vendor.
6. Undertaking to indemnify the HPGCL in case of any financial implication on HPGCL due to non-compliance of prescribed obligation under the GST law on part of the Supplier/vendor.
7. Copies of GSTR 1, GSTR 2A and GSTR 3B alongwith copies of invoices raised to HPGCL, duly reconciled with three returns to be submitted before release of the security.
8. Receipt of Invoice:
   - i) Supplier is to verify that the invoice is in performa as specified under GST law (Section 31 to 34 of CGST Act read with rules 46 to 55A of the CGST rules deal with the Tax invoice, Credit notes and debit notes) with correct GST number of HPGCL so that no difficulty is faced by HPGCL while claimimg Input Tax Credit of GST due to incorrect GST number and also to reconcile the GST number and address of Supplier as per invoice with the GST number & address given in tender documents/enquiry submitted by vendor and submit the duly verified invoice to accounts wing.
   - ii) After the implementation of the invoice w.e.f 01 Oct 2020 generation of e-invoice from common e-invoice portal for B2B supplies by person having aggregate annual turnover of more than 500 Crs has been made compulsory and w.e.f.01 Jan 2021 Generation of e-invoice for GST supplies by the person having aggregate turnover of more than Rs. 100 Crs. Has been made compulsory and w.e.f. 01.04.2021 generation of e-invoice for GST supplies by the person having aggregate turnover of more than Rs. 5 Crs. Is proposed to made compulsory. The supplier has to furnish e-invoice containing the invoice reference number (IRN) and QR code. It is worthwhile to note that any tax invoice including tax credit/ Debit note issued by such notified person for B2B suppliers without following the e-invoicing procedure shall not be treated as a valid document.
   - iii) Supplier who are not generating e-invoice has to give an undertaking from the following format:

     We M/s. …….having PAN……..and GSTIN Registration Number…… hereby undertake that our Aggregate Turnover (as per Section 2(6) of Central Goods and Services Tax Act, 2017) for FY 2019-20 does not exceed the prescribed threshold (as on the date of this declaration) for generation a unique Invoice Registration Number (IRN) and QR code as per the provisions of Central Goods and Services Tax Act, 2017 and rules therunder ("GST Law"). Further, we also undertake that if the aggregate turnover of M/s……exceeds the current threshold or revised threshold notified by Government of India at any future date, then we shall issue invoice and credit note in compliance with the required provisions of GST Law. In case of any queries from the any state or Centre Goods and Services Tax authorities, M/s……..will be solely responsible.

     Yours Truly,
     For M/s……
     Authorized Signatory Name:
     Designation:
9. Regarding EMD & BG:-
   - i) EMD and Securities/Bank Guarantees taken by HPGCL against the Purchase Order may be refunded only after payment of GST by Supplier/Vendor which was charged from HPGCL.
   - ii) In case of any issue arises w.r.t failure by the firm in GST compliances, all future payments to be put on hold.

XEN/Proc-II
For SE/MM & Stores,
PTPS,HPGCL,Panipat

**Annexure-G**

## Documents to be uploaded with the Tender Documents

| NIT No.: PTP/POM-201489 Dated: | | |
|---|---|---|
| **Sl. No.** | **Enclosures/ Documents required As per NIT** | **Bidder Response (Appropriate option to be ticked & upload on e-portal)** |
| 1 | Cost of Tender Documents + e-Service Fees: Rs.2,360.00/- (Exemption in Tender document fee is applicable only for MSME, Haryanafor manufacturer of similar item) | Yes/ No |
| 2(a) | Earnest Money Deposit (EMD) (EMD amount: 5900/-) | Yes/No |
| 2(b) | EMD Exemption Certificate attached (If applicable, i.e. MSME, Haryana/NSIC Certificate) | Yes/No |
| 2(c) | In case of availing exemption in EMD on account of MSME, Haryana, Annexure-D1&D2 is applicable, | Yes/No |
| 3(a) | The bidder should be Original Equipment Manufacturer/ Supplier (OEM/OES) and must have successfully executed purchase order of supplying same/similar item(s) in HPGCL/NTPC/ any State Electricity Board/any Public Sector Undertaking/any Corporation/Central Govt./ State Government Undertaking/Semi Govt. or any Thermal/Hydel Power Plant during last 07 years ending **Sep-2026** along with copy of satisfactory performance certificate/repeat order from the same organization. | Yes/ No |
| 3(b) | Proof that the bidder has executed at a Single order of the value not less than **Rs. 2.35 lacs (Uploaded)** along with performance certificate. | Yes/ No |
| 3(c) | Proof that the bidder has executed Two orders, each having value not less than **Rs. 1.47 lacs each (Uploaded)** | Yes/ No |
| 3(d) | Proof that the bidder has executed Three orders, each having value not less than **Rs. 1.17 lacs each (Uploaded)** | Yes/ No |
| 4 | Certificate that firm has not been black listed by any party/ organization.**(Uploaded)** | Yes/ No |
| 5 | Copy of PAN No. **(Uploaded)** | Yes/ No |
| 6 | Copy of GST Registration No.**(Uploaded)** | Yes/ No |
| | GST documents and compliances of GST as per Annexure-F (**Uploaded** ) | Yes/ No |
| | Bidder will have to submit undertaking regarding GST on its letter Head as per PQR Clause 1(f) (**Uploaded)** | Yes/ No |
| 7 | Duly filled and signed Statement of Bidder as per Annexure-C | Yes/ No |
| 8 | Scan copy of duly signed tender Document | Yes/ No |
| 9 | Certificate of Testing facilities on Firm's letter head, attached.**(Uploaded)** | Yes/ No |
| 10 | Undertaking for acceptance of all terms & conditions of e-NIT. **(Uploaded)** | Yes / No |
| 11 | Technical Specifications ,Quantity & Delivery Schedule Sheet Duly Stamped & Signed as per annexure-B (**Uploaded)** | Yes / No |

**Annexure-H**

**PBG Format**

Sr. Account Officer
Panipat Thermal Power Station,
HPGCL, Panipat

Dear Sir,

In consideration of the Haryana Power Generation Corporation Ltd. (hereinafter referred to as the 'Owner', which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having issued purchase order to M/s _____ with its registered office at_____ (hereinafter referred to as the Supplier which expression shall unless repugnant to the context on meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Owner's Letter of LOI_____ dated _____ and the same having been unequivocally accepted by the Supplier, resulting into a **Purchase Order bearing No.** _____ dated _____ valued at Rs. _____ (Rupees _____) for supply of material, in accordance with specification of the purchase order No. _____ dated _____ (hereinafter called the Purchase Order and the Supplier having agreed to provide a Performance Bank Guarantee for the supplied material to faithful performance of the entire Contract amounting to Rs.. _____ **/10% (Ten Percent)** of the said value of the Purchase order to the Owner.

We .....Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of undertaking) Act 1970 or the appropriate act having its Head Office at .....and Branch Office amongst other places at ..... (hereinafter referred to as the 'Bank', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner immediately on demand any or all monies payable by the Contractor to the extent of Rs. _____ (Rupees _____only) as aforesaid at any time up to _____ without any damur, reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till _____.

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

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

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs. _____ (Rupees _____) and this guarantee is valid up to _____ and we shall be released and discharged from all liabilities hereunder unless a written claim for payment under this guarantee is lodged on us within 1 month from the date of expiry of the guarantee i.e. on or before _____ irrespective of whether or not the original guarantee returned to us.

The confirmation of this Bank Guarantee is available with our controlling office; the Beneficiary in his own interest should obtain such confirmation from the controlling office at the following address:

Name & Address of bank Branch
(alongwith contact no. & email address)