



1000010185/MM-III/PPS-III/19-20

PRAGATI POWER CORPORATION LIMITED

(A Govt. of NCT of Delhi Undertaking)
GM(C&M), 220 KV SUB-STATION BUILDING,
PRAGATI POWER STATION, I P ESTATE, RING ROAD
NEW DELHI – 110002,
FAX NO.: 91-11-2337 9164, TEL NO.: 91-11-2337 8234.

PURCHASE ENQUIRY

SUBJECT :- Procurement of Two sets of Inlet Air Filters for 9 FA Gas Turbines installed at PPS-III, Bawana, New Delhi, India.

TENDER ENQUIRY NUMBER- 1000010185/MM-III/PPS-III/19-20/.....

ESTIMATED VALUE OF TENDER: Rs. 1,54,56,000/-.

E.M.D - Rs. 2,00,000/-- in favour of Pragati Power Corporation Ltd.

BIDDING TYPE : Two Part Bid.
BID SUBMISSION END DATE : 11.11.2019. Upto 11:00 AM
BID OPENING DATE : 11.11.2019 at 11:30AM
IMPORTANT GUIDELINES:

1.	Last date of download of NIT documents	As per Critical dates on our website http:// ipgcl-ppcl.gov.in under tab Tender
2.	Date of submission of sealed tenders	As per Critical dates on our website http:// ipgcl-ppcl.gov.in under tab Tender
3.	Date of opening of sealed techno-commercial bids. (Part - A Bid)	As per Critical dates on our website http:// ipgcl-ppcl.gov.in under tab Tender
4.	Date of opening of sealed Price bids. (Part - B Bid)	Shall be intimated in due course to successful bidders in Techno-commercial bid.

NOTE : The Evaluation of the case will be done on Overall L1 Basis.
Offer validity of 120 days, Tender No, Subject, Bid Opening Date & time, EMD details (or MSME/ NSIC/ SSI details) should be mentioned on the face of all the envelopes.

QUALIFYING REQUIREMENTS:-

1. Bidder should be GE approved and qualified for supply of Inlet Air Filters for PG 9351 FA, ISO rating 255 MW Gas Turbine with Pulse Jet Cleaning System.
2. Bidder should have experience of successfully supplying Intake Air Filters for PG 9351 FA, ISO rating 255 MW Gas Turbine with Pulse Jet Cleaning System Gas Turbine of total orders value of equivalent 12.365 million Indian rupees during the last three years ending 31st May 2019 to Gas Turbine utilities (Proof to be submitted).

Dear Sir,

The International competitive bidding is invited at Global level for procurement of **Two Sets of Inlet Air Filters for 9FA Gas Turbine** installed at PPS_III, Bawana, New Delhi, India.

1. The Tender Opening will take place at 1st floor, 220 KV Sub-Station Building, Pragati Power Station, I.P. Estate, Ring Road, New Delhi, INDIA, Pin Code- 110002.
2. Bids are to be submitted in two parts and in three separate envelopes:
 - I. **Envelope-I: Part-A- Techno- Commercial bid** containing complete technical and all commercial aspects duly filled up Terms & Condition as per Performa available in NIT document except prices and EMD.
 - II. **Envelope-II: Part-B- Price Bid**-containing price element only.
 - III. **Envelope-III:** EMD of requisite value as specified. In case of MSME/ NSIC/ SSI, the certificate should be attached in separate envelope.

The following details should be mentioned on the face of all the three envelopes.

Offer validity of 120 days, Tender No, Subject, Bid Opening Date & time, EMD details (or MSME/ NSIC/ SSI details) should be mentioned on the face of all the envelopes.

3. EMD as applicable (Please note that the firm registered with NSIC or with Small Scale Industries, are exempted from furnishing Earnest Money provided the monetary limit fixed by **NSIC/SSI authority is not** below the quoted value. EMD and Tender Fees can be furnished in any one of the forms as per instructions to bidders enclosed). **The EMD furnished shall be in favour of Pragati Power Corporation Ltd and to be submitted in physical form in separate envelope and be dropped in TENDER BOX PLACED AT PRAGATI POWER STATION – I PLANT GATE, IN FRONT OF CISF OFFICE at 220 KV Sub-Station Building, Pragati Power Station, Ring Road, New Delhi, INDIA, Pin Code-110002. Physical EMD in separate envelope can also be sent by Post addressed to General Manager (C&M), 220 KV Sub-Station Building, Pragati Power Station, Ring Road, New Delhi, INDIA, Pin Code- 110002.**
4. Only the techno-commercial bids will be opened on the bid opening date. After techno-commercial evaluation of the bids, the price bids of successful bidders only shall be opened (after intimation to the successful bidders) by Tender Opening Authority in the presence of representative of the bidders, if any.
5. PPCL reserves the right to reject any/full tender without assigning any reason.
6. The tender documents are free of cost and complete tender documents may be obtained from the office of AGM(C&M)-I, 1st Floor, 220KV Substation Building, Pragati Power Station, I.P Estate Ring Road New Delhi, INDIA, Pin code- 110002. The Tender documents can also be downloaded from our company's website www.ipgcl-ppcl.gov.in. The Bid has to be submitted in physical form **and be dropped in TENDER BOX PLACED AT PRAGATI POWER STATION – I PLANT GATE, IN FRONT OF CISF OFFICE at 220 KV Sub-Station Building, Pragati Power Station, Ring Road, New**

Delhi, INDIA, Pin Code-110002. The bid can also be sent by Post addressed to General Manager (C&M), 220 KV Sub-Station Building, Pragati Power Station, Ring Road, New Delhi, INDIA, Pin Code- 110002 and should reach the office before due date and Time.

7. The bidder should certify that the firm is not blacklisted / debarred by any Govt./Semi Govt./Board/Corporate Private Organization.
8. The bidder should certify that they will show the original documents for verification of attested copies if called for.
9. The bidder should submit an under taking for acceptance of scope of work and all the terms and conditions of the tender.
10. If the bidder submits EMD in physical form and doesn't submit bid and also not intimate regarding non-submission of bid by bid submission date, their EMD may be forfeited.

N.B. It is essential for every bidder to submit a certificate along with offer/tender/quotation that whether they are registered under MSMED Act, 2006 (Micro, Small and Medium Enterprise Development, Act, 2006).

Yours faithfully,



(J.P. Chaurasiya)

Addl. General Manager (C&M)-I
For and on behalf of
Pragati Power Corporation Ltd.

ABBREVIATIONS IN THE DOCUMENT

PPCL	Pragati Power Corporation Limited
C&M	Contracts and Material
GST	Goods and Services Tax
GSTN	Goods and Services Tax Network
CGST	Central Goods and Services Tax
SGST	State Goods and Services Tax
IGST	Integrated Goods and Services Tax
DGS&D	Directorate General of Supplies and Disposal
EMD	Earnest Money Deposit
PBG	Performance Bank Guarantee
SD	Security Deposit
QAP	Quality Assurance Plan
DD	Demand Draft
BC	Banker's Check
BG	Bank Guarantee
ISO	International Standards Organization
GE	General Electric
MS	Mild Steel
NSIC	National Small Industries Corporation.
SSI	Small Scale Industries
MSME	Micro Small and Medium Enterprises
PSU	Public Sector Unit
SEB	State Electricity Board
GOVT	Government
PO	Purchase Order
PDI	Pre-Delivery Inspection
P&F	Packaging and Forwarding

MATERIAL DESCRIPTION

Item No.	Short Text	Long Text	Qty.	UOM
10	AIR FILTER EMT,CON,PULSE JET,GT,GE,FR9FA	<p>"PART NAME : INLET AIR FILTER ELEMENT, CONICAL, EQUIPMENT NAME : GAS TURBINE, EQUIPMENT MANUFACTURER : GE, EQUIPMENT MODEL NUMBER : PG 9351 FA, ADDITIONAL INFORMATION : EQUIPMENT MODEL NUMBER = PG 9351 FA, ISO RATING 255 MW FILTER MEDIA = 100 % SYNTHETIC LARGER END CAP OD = 446 MM LARGER END CAP ID =330 MM SMALLER END CAP OD = 324 MM SMALLER END CAP ID = 211 MM TOTAL LENGTH OF FILTER = 660 MM + 1.50 END CAP = GALVANIZED #OPEN LINERS (INNER & OUTER) = GALVANIZED G 90 MECHANICALLY LOCKED WITH H-CLIP # NO WELDING AIR FLOW CAPACITY = 1630 CFM OR BETTER FOR PER PAIR OF CYLINDRICAL & CONICAL CARTRIDGE AIR FLOW VELOCITY THRU MEDIA = <(><<> 3.0 FEET PER MINUTE CONSTRUCTION = G90 GALVANIZED STANDARD, NON WELDED SEAMS #H CLIP AS PER GE(THE OEM) STANDARDS. TESTING LAB APPROVED FOR FILTER MEDIA = BLUE HEAVEN TECHNOLOGIES USA /LMS TECHNOLOGIES USA EACH PAIR OF FILTER ELEMENTS SHOULD BE PROVIDED WITH SUITABLE 1 NO. OF NUT & RUBBER COATED MS WASHER. ADDITIONAL INFORMATION: APPLICATION OF FILTER IS IN GE FRAME 9FA INLET AIR FILTRATION SYSTEM WITH PULSE JET CLEANING SYSTEM. VENDOR SHOULD BE GE APPROVED AND QUALIFIED FOR SUPPLY OF INLET AIR FILTERS FOR PG 9351 FA, ISO RATING 255 MW GAS TURBINE WITH PULSE JET CLEANING SYSTEM. VENDOR HAS TO QUOTE GE APPROVED PART NO. INLET AIR FILTERS FOR PG 9351 FA, ISO RATING 255 MW GAS TURBINE WITH PULSE JET CLEANING SYSTEM."</p>	1600	Nos
20	AIR FILTER	"PART NAME : INLET AIR FILTER ELEMENT,	1600	Nos

<p>EMT,CYL,PULSE JET,GT,GE,FR9FA</p>	<p>CYLINDRICAL, EQUIPMENT NAME : GAS TURBINE, EQUIPMENT MANUFACTURER : GE, EQUIPMENT MODEL NUMBER : PG 9351 FA, ADDITIONAL INFORMATION : PG 9351 FA, ISO RATING 255 MW, FILTER MEDIA = 100 % SYNTHETIC, OD OF CAP=324 MM, ID OF CAP=213 MM, HOLE ID CLOSE END CAP=30 MM, TOTAL LENGTH OF FILTER=660 MM + 1.50, END CAP- GALVANIZED #CLOSED, LINERS (INNER & OUTER)=) = GALVANIZED G 90 MECHANICALLY LOCKED WITH HCLIP # NO WELDING, AIR FLOW CAPACITY = 1630 CFM OR BETTER FOR PER PAIR OF CYLINDRICAL & CONICAL CARTRIDGE, AIR FLOW VELOCITY THRU MEDIA = <(><<>> 3.0 FEET PER MINUTE, CONSTRUCTION = G90 GALVANIZED STANDARD, NON WELDED SEAMS #H CLIP AS PER GE (THE OEM) STANDARDS.TESTING LAB APPROVED FOR FILTER MEDIA = BLUE HEAVEN TECHNOLOGIES USA /LMS TECHNOLOGIES USA, EACH PAIR OF FILTER ELEMENTS SHOULD BE PROVIDED WITH SUITABLE 1 NO. OF NUT & RUBBER COATED MS WASHER. APPLICATION OF FILTER IS IN GE FRAME 9FA INLET AIR FILTRATION SYSTEM WITH PULSE JET CLEANING SYSTEM. VENDOR SHOULD BE GE APPROVED AND QUALIFIED FOR SUPPLY OF INLET AIR FILTERS FOR PG 9351 FA, ISO RATING 255 MW GAS TURBINE WITH PULSE JET CLEANING SYSTEM. VENDOR HAS TO QUOTE GE APPROVED PART NO. INLET AIR FILTERS FOR PG 9351 FA, ISO RATING 255 MW GAS TURBINE WITH PULSE JET CLEANING SYSTEM."</p>		
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Evaluation Criteria: **Overall Wise Basis L-I.**

SPECIAL TERMS AND CONDITIONS

1. Application of Filter is in GE Frame 9FA Inlet Air Filtration System with Pulse Jet Cleaning System.
2. Testing lab approved for filter Media = Blue Heaven Technologies USA /LMS Technologies USA.
3. Vendor should be GE approved and qualified for supply of inlet air filters for PG 9351 FA, ISO rating 255 MW Gas Turbine with Pulse Jet Cleaning System.

4. Vendor has to quote GE approved part no. of Inlet air filters offered for PG 9351 FA, ISO rating 255 MW Gas Turbine with Pulse Jet Cleaning System.
5. QAP to be submitted along with the offer. The Party should include PDI for the final inspection in the QAP.
6. Filters supplied shall be guaranteed for operation life of 4500 Factored Fired hours or one year from the date of first use whichever is earlier.
7. Delivery within 02 months from the date of receipt of PO. Vendor may be asked to delivery one or more sets at a time.
8. Filter element should be securely packed in card board box with polythene sheet. Each pair of Filter Elements should be provided with suitable 1 no. of Nut & Rubber Coated MS Washer.
9. The party should quote FOR PPCL-III, Store, Bawana, Delhi-110039, India. The Party Shall bear the Freight charges, Insurance and arrange for Custom clearance (if required) However Custom duty if applicable shall be paid by PPCL.

* Test Certificate: APPLICABLE

* Interchangeability: APPLICABLE



(J.P. Chaurasiya)

AGM (C&M)-I

For and on behalf of PPCL

PRAGATI POWER CORPORATION LIMITED

INSTRUCTIONS TO BIDDERS

Each of these instructions must be read carefully and followed strictly. Failure in complying with any of these would render your offer liable for rejection.

- (i). In case of any change in the name of the Company / address vis-à-vis what has been indicated in the tender enquiry, bidders are requested to intimate such changes in advance, supported by relevant documents, failing which the offer may be treated as unsolicited and run the risk of being not opened.

Earnest money deposit (EMD) of requisite value as specified in separate envelope (as per Annexure-A) should be submitted in the Tender box of PPCL main gate OR in the office of GM (C&M), with detail description, failing which offer are liable for rejection. Only bids of those vendors shall be considered for opening who has submitted valid EMD/ EMD exemption certificate (Small Scale Industries registered with NSIC/State Directorate of Industries/ MSME) in physical form in our tender box/ C&M office before the bid submission end date and time.

EMD may be furnished in the following forms:-.

- (a) Demand Draft favour of PPCL
 (b) Bank Guarantee from a Nationalized Bank /scheduled bank irrevocable and operative till the validity of the offer as per standard Performa. No BG shall be accepted for EMD amount upto Rs. 25,000/-. In the NIT, it should be clearly stipulated that the vendors should submit EMD in a separate marked envelop and not to enclose the same with any part of the quotation. No request for adjustment of earlier dues in place of EMD shall be entertained.

Note: - No BG shall be accepted for EMD amount up to Rs. 25,000/-.

The earnest money will be forfeited on revocation of offer before the expiry of validity of the tender or on refusal to enter into the contract after award is made by PPCL to the tenderer.

Small Scale Industries registered with NSIC/State Directorate of Industries/ MSME shall be exempted from the payment of Earnest Money Deposit / Tender Fee, provided the quoted value of the tender is within the monetary limit for the said unit set by NSIC/ State Director of Industries/MSME. Tenderer seeking exemption should enclose a photocopy of valid registration certificate preferably attested by Gazetted Officer / Magistrate Ist class, notary public giving details such as validity, stores and monetary limits failing which they run the risk of their offer not being opened.

ANNEXURE- "A"

- 1. Tender / Enquiry No. Due Date of Opening.....
 - 2. Offer validity:Days.
 - 3. Subject:
.....
.....
 - 4. EMD & Tender Fee Particulars (If any): DD/BC/BG No
.....DT.....In favour of
Rs.....From...
.....BANK.
- [NOTE- EMD & Tender Fee to be submitted in separate envelope, giving all details as pt. no.4 on the envelope]

OR

SMALL SCALE INDUSTRY/NSIC REGISTRATION/ MSME DETAILS: (Copy to be enclosed with the envelope)

- 1. Certificate No:dated.....
- 2. Valid Upto:.....
- 3. Monetary Limit:.....

To,
AGM(C&M)-I
Pragati Power Corporation Ltd.
 1st Floor, 220KV Sub Station Building,
 Pragati Power Station
 I.P. Estate, Ring Road
 New Delhi-110002.

From:-
 M/s

 Mobile No:.....
 Email ID.....

If the rates quoted are on Ex-works/ FOR dispatching Station basis the bidder has to mention the rate percent or amount of P&F and Freight otherwise PPCL will load P&F @2% and freight charges varying from 2% to 5% shall be loaded depending upon the distance of dispatching station for purpose of comparison. Material is to be dispatched through reputed transporter of PPCL on Freight to pay door delivery basis who have got a go down facility at Delhi. However, if the vendor quotes on FOR destination station /FOR Dispatching station / ex-work but freight paid up to destinations basis, packing and forwarding and freight components should be shown separately.

Offer should be strictly as per the specification/ drawing/ Samples as spelt out in the enquiry. Deviations there from, if any, shall be clearly spelt out by the Tenderer. In case no such deviation is indicated, it shall be taken for granted that the item has been offered strictly as per requirement given in the enquiry and the bidder shall be bound to supply the said item(s) / provide the required service.

Tenders should base his offer on the delivery schedule indicated in the enquiry. In case of any deviation the Tenderer should quote his best, realistic delivery. The same shall be specific and guaranteed. The delivery period shall commence from the date of Telex / Fax of Intent / Letter of Intent / Purchase order, whichever is the first intimation of acceptance of vendor's offer. Wherever stage inspections and or dispatch inspection is involved, the vendor shall take into account 15 days notice to PPCL for deputing the Inspector. The delivery period shall be inclusive of the time taken for such inspection. For delays beyond the contractual delivery period, provisions of PPCL General Purchase Conditions shall be applicable.

PPCL reserves the right to accept or reject any/all offers without assigning any reason thereof / decrease the tendered quantity. The quoted rates and terms & conditions shall apply.

Order placed as result of this enquiry shall be subject to the purchaser's General Purchase Conditions, a copy of which enclosed with enquiry.

Make/ Brand of the item offered shall be specified failing which offers are liable for rejections. One copy of detailed descriptive literature/ pamphlet shall be enclosed along with the offer.

Our standard terms of payment are 100% payment within 30 days of receipt and acceptance of the materials at our stores. In case of any deviation in payment terms, loading @ 1.5% of landed cost per month shall be considered taking into consideration the delivery period quoted in case of element of advance is involved.

GST shall be mentioned separately in the offer. The rate and nature of GST (CGST/SGST/IGST) applicable shall be shown separately. GST will be paid to the vendor at which it is liable to be assessed or has actually been assessed on the date of supply, provided the transaction of sale is liable to GST. In case the quoted goods are subject to GST, the vendor may have to furnish documentary evidence as proof of having paid the same, as per PPCL.

If the tender is on DGS & D Rate contract for enquired items, a copy of the same should be enclosed along with the offer. Units registered with SSI / NSIC shall indicate the registrations number and enclosed copy of the registration certificate.

Test certificate of Manufacturer/ Government Test House shall be required to be submitted wherever so stipulated.

Samples shall be submitted with the offer wherever asked for and it is to be noted that they shall only be supplementary to the specification and would not supersede the specification. Samples are relied upon solely to describe attributes that are not quantifiable like colour, luster, feel, etc. Tenders shall submit samples freight paid, through registered post/ parcel/ road transport and should ensure that samples reach PPCL within the stipulated date and time. No cognizance will be given to such samples, which are received after the specified date and time.

Tenderers shall certify that the quoted rates are as applicable to other Government Departments/ Public Sector undertakings.

The quoted rates must be firm till the complete executions of the contract and must be valid for a period of FOUR MONTHS (120 days) from the date of opening of tender for placement of order.

In case of price variation clause the party must provide price variation format itself (without specific mention of quantum). 10% price escalation per annum may be presumed and accordingly on the basis of delivery period, the same may be proportionately loaded.

Tenderers are requested to fill in the enclosed Performa for terms & conditions and submit the same along with their offer in Part-A Techno-Commercial Bid.

In case of placement of an order the tenderer shall be required to furnish Security Deposit @ 5% of the order value with order issuing authority. The Security Deposit may be furnished in any of form as detailed in clause No.6 for EMD. No interest will be paid on this amount and will be returned / released on satisfactory execution of supply.

In the event of an order, if asked for, the successful tenderer shall be required to furnish a Performance Bank Guarantee (PBG) @ 10% of order value from Bank valid for 12 months from the date of use or 18 months from the date of dispatch, whichever is earlier against any manufacturing defects/ poor workmanship/ poor performance and in case any deficiencies are found during this period, the same shall be repaired/ rectified/ replaced free of cost.

The list of customers to whom tenderer had supplied similar equipment in the past along with the purchase order number and date etc. (submission of copy will be appreciated) and performance if any should be furnished.

In case the materials offered are of ISI mark/ tested at any government recognized test house, copies of relevant test certificate should be enclosed with the offer.

COST COMPENSATION FOR DEVIATION

Deviations specifically declared by the bidders in the respective Deviations Schedules of bid proposal Sheets only will be taken into account for the purpose of evaluation. The bidders are required to declare the prices for the withdrawal of the deviations declared by them in the Deviation schedules. Such prices declared by the bidders for the withdrawal of the deviations in the Deviation Schedules shall be added to the bid price to compensate for these deviations. In case, the bidder does not furnish prices for the withdrawal of deviations, the Company shall convert such deviations into a Rupee value and add to the bid price to compensate for these. In determining the Rupee Value of the deviations the Company will use parameters consistent with those specified in the specifications and documents and/ or other information as necessary and available to the Company. In case the bidder refuses to withdraw the deviation at the cost of withdrawal indicated by the bidder in the Deviations Schedules, the bid security of the bidder may be forfeited.

Bidder may note that deviations, variations and additional conditions etc. found elsewhere in the bid, other than stated in the Deviation Schedules, save those pertaining to any rebates shall not be given effect to in evaluations and it will be assumed that the bidder complies with all the condition of bidding documents. In case bidder refuses to withdraw without any cost to the Company, those deviations which the bidder did not state in the Deviations Schedules, the bid security of the bidder may be forfeited.

Bidder may note that the due date and time of opening of tenders will be strictly adhered to and accordingly if they wish to present themselves in the tender opening, they should bring necessary authorization letter from their company. However, if due to declaration of unexpected holiday or any unforeseen circumstances the tenders are not opened on the due date, the same will be opened on the next working day.

Bidders should note that printed terms & conditions shall not be considered for evaluations purposes unless otherwise specifically mentioned in the offer itself.

Bidder should quote their prices clearly mentioning regarding Transit Insurance i.e. to vendor's account PPCL account. In case it is not mentioned a loading of 0.25% shall be done on their offer towards insurance charges and GST shall be applicable on Transit Insurance loading.

In case, any clause is not acceptable to the vendor, the same should be specifically brought out in the bid with a categorical confirmation that all other clauses are acceptable to the bidder. If no mention is made in this regard it shall be presumed that all clauses, mentioned herein above are acceptable to bidder.

The offers should be valid for a period of 120 days from the date of bid opening.

PPCL at its sole discretion unilaterally can change the quantity to the extent of $\pm 20\%$ as indicated in the NIT unless otherwise specified. The bidder would be found to supply these quantities on the same terms & conditions of prices and delivery.

Bidders should note that the exchanges rate applicable on the Bid Opening Date shall be considered for Evaluation purposes in case offers are submitted in foreign currency

Bidder should submit your quality plan along with offer to undertake PDI.

PPCL may, at its sole discretion, blacklist/debar any supplier contractor for participating in any tendering process with PPCL, who indulges or is suspected to be indulged in unethical practices while dealing with PPCL.

Check List

Part – A (Techno commercial bid)

1. Duly Signed terms & conditions of NIT including technical specification of NIT item and special terms and conditions if any (complete set).
2. **Demand Draft / Pay Order/BG in original of Rs. 2,00,000/-** only (Rs. Two Lakh Only) **in favor of PPCL payable at New Delhi**, in a separate sealed envelope containing all details regarding it on the face of envelope, to be submitted/dropped till the bid submission end date and scheduled time in the tender box at Pragati Power station –I and/or at C&M deptt, Pragati Power Station-I, Ring Road New delhi-110002.
3. Self attested copies of all documents as a proof of meeting the Qualifying Requirements.
4. Self attested visible copies of Documents as per S. No.01 to 02 of Qualifying Requirements with performance/ completion certificates.
5. The bidders may submit certain voluminous documents e.g. test reports, drawings and specification sheets etc. in the physical hard copy format, which are required as a part of Techno-commercial Bid, before the opening of bids in the tender box of PPCL.
6. As GST is implemented w.e.f. 01.07.2017 as per the central govt. instructions, bidder has to submit GST registration copy along with their bid.
7. Self attested visible copy of GST undertaking as per attached format.

Part - B (Price Bid)

Duly filled & signed price quotation in figure & words.

Note: Non Submission of above documents will result in rejection of the offer.

I, under take that, I have enclosed all the required credential duly authenticated by undersigned as given above. In case of shortage of any document PPCL have the right to ignore my offer. I will not claim for considering my offer.

Vendors Signature with rubber stamp
showing his name & designation

Place : -----

Date : -----

UNDERTAKING

I/ We (Mr. / Ms.)..... proprietor/ partner/ director of (Name) of M/s (GSTN Reg. No.) do hereby declare/ undertake that we have been complying with the provision of section 171 of the GST Act, 2017 and the benefits accrued to us on account of any reduction in rate of tax on any supply of goods or services which are forming part of our input or the benefits accrued to us on account of input tax credit to the firm/company has been/ will be passed on to the PPCL by way of commensurate reduction in the prices. In future, if anything found contrary, we are accountable for any contravention of the law and we undertake to indemnify the PPCL for the loss suffered on account of not passing of the aforesaid benefit..

(Authorized Signatory)

GST No. : 07AACCP8035F1ZI - PPCL

NIT DOCUMENT



TENDER / ENQUIRY NO. : 1000010185/MM-III/PPS-III/19-20/-

DUE DATE & TIME OF SUBMISSION OF TENDER:

DATE & TIME OF OPENING OF TENDER :

PURCHASE

PRAGATI POWER CORPORATION LTD.

(A GOVT. OF NCT OF DELHI UNDERTAKING)

CONTRACTS & MATERIAL DEPTT., PRAGATI POWER STATION-I,
I.P. ESTATE, RING ROAD, NEW DELHI-110002.

Ph. : 91- 11-23370541 Fax : 91- 11-23370533 / 9164.

It is mandatory to fill in this Check List
इस चेकलिस्ट को भरना अनिवार्य है

CHECK LIST :-

- | | | |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| 1. | Have you mentioned validity period on the face of envelope ? | <input type="checkbox"/> Yes |
| 2. | Have you written Tender/Enquiry No., Subject, Date of Opening & Name of Agency/vendor on the top of envelope? | <input type="checkbox"/> Yes |
| 3. | Have you double ensured that you have written particulars of Banker's Cheque/DD/BG or NSIC / SSI /MSME on a/c of EMD details on the face of envelope? | <input type="checkbox"/> Yes |
| 4. | Have you ensured that proforma for T&C has been properly filled, signed and stamped by you? | <input type="checkbox"/> Yes |
| 5. | Have you double ensured that quoted rates have been written in figures and words accurately? | <input type="checkbox"/> Yes |
| 6. | Have you ensured that you have initialled / signed on all the cuttings / overwriting, if there is any? | <input type="checkbox"/> Yes |
| 7. | Have you filled the proforma for Statement of deviations in respect of T&C and technical specifications not accepted by you? | <input type="checkbox"/> Yes |
| 8. | Please ensure that copy of authorisation letter, issued by your principal, has been annexed to the envelope on top and its original already forwarded to PPCL. | <input type="checkbox"/> Yes |
| 9. | Have you properly signed and stamped general purchase condition for you | <input type="checkbox"/> Yes |
| 10. | Have you submitted your offer as per GST Structure ? | <input type="checkbox"/> Yes |
| 11. | Have you mentioned the rate of GST extra as applicable or otherwise offer will not be accepted. | <input type="checkbox"/> Yes |

Signature & Stamp
of Bidder

PRAGATI POWER CORPORATION LIMITED

MATERIAL MANAGEMENT DEPARTMENT PERFORMA FOR TERMS & CONDITIONS

[Please fill in the blank space and mark (3) for acceptance and (X) for non acceptance in the box against the option in each terms of this Performa].

This Performa duly filled up must be sent along with your offer in duplicate (in price bid envelope) otherwise your offer will be either treated as not responsive or suitably cost compensated for deficiencies as deemed fit by the Company. (Adverse loading in each factor will be done for comparison purposes in case it is not mentioned specifically. However, for placement of order, the lowest / beneficial terms will be taken.)

We confirm acceptance towards the following:

1.	Name of Company / Firm	: _____
2.	GST Registration No. and type of Registration	: _____ : _____
3.	DGS & D Regn. No. if any (Please enclose a copy of DGS&D Rate Contract, If applicable	: _____
4.	NSIC/SSI/MSME Registration No. if any (Please enclose an attested copy of NSIC/SSI/ MSME Registration Certificate)	: Validity:- _____ Monetary Limit (if applicable) _____
5.	Tender Enquiry No., Date & due date	: _____
6.	Offer / Quotation No. and date	: _____
7.	Price Basis (FOR)	<input type="checkbox"/> : FOR Destination..... <input type="checkbox"/> :Ex-Works.....
8.	Discount, If any	<input type="checkbox"/> :Discount @ %age..... <input type="checkbox"/> :Rs.....
9.	Packing, Forwarding & Handling Charges	<input type="checkbox"/> : Including @..... %age..... <input type="checkbox"/> Excluding @..... %age..... <input type="checkbox"/> : Nil
10.	GST	(A) GST on basic rate : a) CGST Extra @ + b) SGST Extra @..... OR c) IGST Extra @..... (B) GST on freight charges Extra @..... (C) GST Extra on inspection, Installation, testing charges (if any)@.... (Vender shall mention HSN/SAC No. & rate of GST of quoted item along with offer)
Being lower rate of GST on Freight Invoice raised by Transporter directly. Vender may submit / quote Freight Invoice / charges through their Transporter / GTA		

11. GST on Service portion	: GST on Service Portion : a) CGST Extra @ +b) SGST Extra@..... O R c) IGST Extra @.....
12. Freight Charges	<input type="checkbox"/> Nil <input type="checkbox"/> Extra at actual against documentary evidence <input type="checkbox"/> Excluding @.....%.....
13. Terms of Payment	<input type="checkbox"/> :As per NIT (as per sr. no. 15 of instruction to bidders page no. 12 of 24)..... <input type="checkbox"/> :Given in deviation statement.....
14. Bank Charges (if applicable)	<input type="checkbox"/> :To respective account <input type="checkbox"/> :To seller account..... <input type="checkbox"/> :Given in deviation statement
15. Delivery Period	: Within_____ Days/week/Months from the date of receipt of order.
16. Mode of Despatch	<input type="checkbox"/> :Through reputed transporter on door delivery basis <input type="checkbox"/> : By Road / Courier.
17. Earnest Money Deposit (PPCL reserves the right to reject / consider Offer without EMD)	: Rs.....by..... No.....in favour of Pragati Power Corporation Ltd payable at New Delhi.
18. Confirmation of submission of Performance Bank Guarantee(Format at pg No. 22) in favour of PPCL	<input type="checkbox"/> :Accepted <input type="checkbox"/> :Not Accepted <input type="checkbox"/> : Not Applicable in Bulk Chemicals
19. Transit Risk Insurance	<input type="checkbox"/> :On Vendors account <input type="checkbox"/> :On PPCL account.
20. Validity	<input type="checkbox"/> :120 days from Bid Opening Date. <input type="checkbox"/> :Given in deviation statement
21. Part Order	<input type="checkbox"/> :Acceptable <input type="checkbox"/> :Not acceptable
22. Recovery for delay in delivery {L D}(as per sr. no. 14 of general purchase conditions. 14 of 24) GST on penalty amount due to late delivery of materials shall be charged from the vender)	<input type="checkbox"/> :Acceptable <input type="checkbox"/> :Not acceptable <input type="checkbox"/> :Given in deviation statement
23.. Price (as per sr. no. 21 of instruction to bidders page no. 13 of 24)	<input type="checkbox"/> :Firm
24. Rate Certificate	<input type="checkbox"/> : The price quoted herein are not more than being charged from other Govt. / Semi Govt. / PSU's./ SEBs.

25. Guarantee/Warranty (Not applicable for bulk-chemicals)	<input type="checkbox"/> :The material quoted shall be guaranteed for a period of 18 months / 12 Months from the date of supply / use which ever is earlier against manufacturing defects / poor workmanship etc. <input type="checkbox"/> :Not applicable <input type="checkbox"/> :Given in deviation statement
26. Interchangeability (if applicable)	<input type="checkbox"/> :It is certified that the quoted items are interchangeable with the items existing in PPCL and if fails to interchange, the same shall be replaced free of cost. <input type="checkbox"/> :Not applicable
27. Security@5% (as per sr. no. 23 of instruction to bidders page no. 13 of 24)	<input type="checkbox"/> :Acceptable <input type="checkbox"/> :Not acceptable
28. QVC (Quantity Variation clause)	<input type="checkbox"/> :PPCL can change the quantity to the extent of $\pm 20\%$. <input type="checkbox"/> :Not acceptable <input type="checkbox"/> :Given in deviation statement <input type="checkbox"/> :Not applicable
29. PDI/Inspection (Tick above whichever is applicable)	<small>By the authority assigned by PPCL at works</small> <input type="checkbox"/> : By the Authority Assigned PPCL at Works. <input type="checkbox"/> :Acceptable. <input type="checkbox"/> :Not acceptable <input type="checkbox"/> :Given in deviation statement <input type="checkbox"/> :By the authority assigned by PPCL at our store
30. Quantity Tolerance (If applicable)	<input type="checkbox"/> : \pm%age of quoted quantity <input type="checkbox"/> :Not Applicable <input type="checkbox"/> :Given in deviation statement
31. Test Certificate (If applicable)	<input type="checkbox"/> :Applicable <input type="checkbox"/> :Not Applicable
32. General Purchase T&C of NIT	<input type="checkbox"/> :Acceptable <input type="checkbox"/> :Not Acceptable <input type="checkbox"/> :Given in Deviation Statement
33 Other if any	
I confirm that I will attend your office for showing original documents / negotiations whenever called for.	
SIGNATURE OF BIDDER (WITH NAME, DESIGNATION & OFFICE SEAL)	
NOTE : 1. In case, any clauses is not acceptable to the Tenderers, the same should be specifically brought out in the bid with categorical confirmation that all other clauses are acceptable to the bidder. If no mention is made in this regard it shall be presumed that all clauses, mentioned herein above are acceptable to bidder. 2. Bidders are requested to attach copies of executed P.O. by them for similar material(s) to any PSU/ Govt./Semi-Govt./SEB for justification of offered rates in their price bid envelope.	
<u>SPECIAL TERMS & CONDITIONS</u>	
1. Bidder to submit recent PO copies of similar item (s). 2. Bidder to submit printed price list and indicate the discount offered, if any. 3. Bidder to certify that the rates quoted are same as those being charged from other Government Departments / PSUs / State Electricity Boards.	

INSTRUCTION TO BIDDERS

- 1) EMD (other than BG) of successful bidder /bidders shall be adjusted towards SD (if applicable) and balance amount if any, to be submitted as per terms & conditions of PO. In case of BG submitted towards EMD, SD shall be given for entire amount as per PO terms and after receipt and acceptance of SD, BG against EMD shall be return by PPCL.
- 2) SD in the form of BG should be in the format given at page no. 23 to 24 of NIT and should have a validity of 90 days in excess to the expected date of delivery as per PO.
- 3) PBG @ 10%of order value, as per P.O. T/C (as per format at page no. 22) should have a validity of 90 days in excess from the date of expiry of the Guarantee Period.
- 4) EMD /SD /PBG to be in favour of PPCL according to tender /PO. All documents pertains to EMD/SD/PBG shall be sent to C&M deptt. of PPCL.
- 5) The exemption of EMD in lieu of registration with NSIC/ State Director of Industries is not applicable for the case of SD.

LOADING PROCEDURE

The following procedures shall be followed for preparations of CS as per offer submitted (adverse loading on each factor will be done for compression purpose in case it is not mentioned specifically. However, for placement of order, the lowest/beneficial terms will be taken.

Payment terms loading :1.5%per month (when ever parties have quoted 100% through bank/advance against our standard payment terms of 100% after receipt and acceptance of material within 30 days.) In case of payment through Bank, loading for period for 30 days and in case of advance payment along with PO, the loading for period of delivery period plus 30 days. shall be taken. In case of 90% through bank & balance 10% within 30 days after receipt and acceptance of materials. Loading factor will be $1.5 \times 0.9 = 1.35\%$ Accordingly, for other payment terms loading factors will be calculated.

Transit Insurance Loading-@0.25% shall be done it transit insurance in PPCL scope.

Loading procedure

Net Basic Price=(Basic price-Discout)

Packing & Forwarding charges on (Net basic price)

GST on (Net Basic price +P &F)

Freight on (Basic+ P &F)

GST on Freight charge

Insurance, if any on (Net Basic price + P &F)

Inspection charges, if any on (Net Basic price)

Testing charges, if any on (Net Basic price)

Installation charges, if any on (Net Basic price)

GST on (insurance + Inspection + Installation +Testing charges) if any

Payment terms loading on(Net Basic price)

Note

- a) In case of variable prices, 10% price escalation per annum shall be presumed and accordingly on the basis of delivery period, the same shall be proportionately loaded.
- b) In case of the bidder stipulate GST as applicable at the time of despatch & specified the present rate of GST (a numeric percentage or nil), in such case the offer shall be evaluated considering the maximum rate of GST applicable for the product as per GST rates of Government of India are as evident from other bids received in the tender. However , the liability of PPCL shall be as per actual GST applicable at the time of dispatch, subject to production of GST Invoice.
- c) Further the rate of GST shall be restricted to as applicable within the contractual delivery period only. Increase in GST rate if any due to delay in supply beyond the contract actual delivery period shall not be payable by PPCL. However, the benefit of any decreases in GST shall be passed on to PPCL.

In case bidders quote with fixed rate of GST or specify GST as NIL, the offer shall be evaluated accordingly and payment shall be restricted accordingly. This is subject to submission of GST Invoice copy for having actually paid the GST or otherwise but claim for any upward revision will not be accepted at a later stage. In case of price inclusive of GST or firm price GST gate pass will not be insisted.

- 6) Any kind of unsolicited correspondences from vendors after opening of bids could lead to disqualification.
- 7) **It is essential for every bidder to submit a certificate along with offer/ tender/quotation that whether registered under MSMED Act 2006 (Micro, Small and Medium Enterprises Developments Act 2006 & NSIC/SSI.**
- 8) **The offer received through FAX will be rejected up-rightly. Clause No.-1 of Instruction to bidders (Page No. 11 to 13) in the NIT may be accordingly.**

**10.31. LETTER OF AUTHORITY-PROFORMA
(To be furnished on the principal's letter head)**

To,

Pragati Power Corporation Limited, New Delhi.

Ref : Tender Notice No. _____

Dear Sirs,

In connection with your above captioned invitation to bid M/s. _____ (Name & Full Address _____ Tel. _____ and FAX (_____) has been duly authorized by the undersigned to act as an Agent / authorized dealer / stockist. We confirm that any offer / commitment made by them including prices, technical specifications and delivery schedules shall be binding on us as if the same has been made by us and we shall fully abide by the said conditions.

This authority shall be irrevocable and remain valid during the currency of the contact, if awarded, directly to the company / authorised dealer).

Undersigned is duly authorized by the Company to issue and appoint agent/authorised dealer to quote on behalf of the company.

Thanking you,

Yours faithfully,

For and on behalf of _____

Name _____

Designation _____

Encl : as above

FORM No. E-5

**ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)
(MODEL MANDATE FORM)
(INVESTOR/CUSTOMER'S OPTION TO RECEIVE PAYMENTS THROUGH
CREDIT CLEARING MECHANISM)
(Scheme name and the periodicity of payment)**

No.

1. INVESTOR / CUSTOMER'S NAME :
2. PARTICULARS OF BANK ACCOUNT :
 - A. BANK NAME:
 - B. BRANCH NAME:
Address
Telephone
 - C. 9-DIGIT CODE NUMBER
OF THE BANK & BRANCH
(Appearing on the MICR
cheque Issued by the bank)
 - D. ACCOUNT TYPE
(S.B. Account/Current Account or
 - F. ACCOUNT NUMBER
(As appearing on the Cheque Book)
 - G. IFSC Code :

(In lieu of the bank certificate to be obtained as under, please attach a blank cancelled cheque, or photocopy of a cheque or front page of your saving bank pass book issued by your bank for verification of the above particular).

3. DATE OF EFFECT

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information. I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me a participant under the scheme.

Date :

(.....)
Signature of the Investor/Customer.

Certified that the particulars furnished above are correct as per our records.

Date :

(.....)
Signature of the Authorised
Official from the Bank.

STATEMENT OF DEVIATIONS

Bidders Name and Address

.....

Dear Sirs,

Sub : _____

Irrespective of whatsoever has been stated to the contrary anywhere else in our offer, only following are the deviations and variations from any exception to the specifications and tender documents for the above mentioned subject works / supplies. These deviations and variations are exhaustive. Except of these deviations, the entire works / supplies shall be performed as per specifications and tender documents. Further we agree that additional conditions if any found in our offer, other than those stated below, save that pertaining to any rebates offered, shall not be given effect to.

Sl. No.	Description of Deviation	Ref. of Pages, clause & Vol. No. of bid documents	Monetary Implications of the conditions in case of Withdrawal Rs. (in figures)	Rs. (in words)
<hr/>				

NOTE : Here the tenderer should indicate the amount of money if any which he would charge extra (i.e. in addition to the rates quoted by him) for withdrawal of his conditions / deviation and accepting the condition as stipulated in tender documents. (Use additional sheet of the same size and format if necessary)

Signature _____

Designation _____
with office seal

PRAGATI POWER CORPORATION LIMITED

MATERIALS MANAGEMENT DEPARTMENT

Important conditions :

1. The offer will be ignored / rejected if the offer quantity is less than 50% of tender Quantity.
2. Tender shall be submitted in **two separate sealed envelopes**. One envelope shall contain Earnest Money of Rs. _____ PPCL. Please note that **Small Scale Industries registered with the National Small Scale Industries Corporation/State Director of Industries/ MSME shall be exempted from the payment of Earnest Money Deposit/Tender Fee, provided the quoted value of the tender is within the monetary limit for the said unit set by NSIC/State Director of Industries/MSME/SSI registered with NSSIC & MSME registered Tenderer seeking exemption should enclose a photocopy of valid registration certificate preferably attested by Gazetted Officer / Magistrate 1st class / notary public and also giving details on top of envelope such as validity, stores and monetary limits failing which they run the risk of their offer not being opened.** EMD can be furnished in any one of the forms as per instruction to bidders enclosed.

Please read the instructions to bidders carefully and thoroughly and submit your offer accordingly.

This envelopes must be superscribed with Tender Number, Date and due date of Opening and also duly marked as **"EARNEST MONEY" or "NSIC/SSI/MSME(of concerned field) Registration Certificate"** as the case may please note that only those vendors are exempted for paying of EMD only who are registered in NSSIC/State Director of Industries /MSME for the same/ similar items asked for quote . The detail of EMD or NSIC / SSI Registration Certificate must be indicated on the top of envelope. The documents in support of the various qualifying requirements shall also be furnished in this envelope. The technical details alongwith deviations sought if any and Commercial terms & conditions shall also be furnished in this envelope.

Second sealed envelope shall contain Price bid only. This envelope shall be marked with Tender Enquiry Number, Date and due date of Opening and also marked as **"PRICED BID"**. The second envelope of only those bidders shall be opened who satisfy the requirement of Earnest Money so called for in the first envelope.

2. Please fill in the blank space and confirm the details as per Performa for terms & conditions enclosed with the tender documents.
3. Please confirm that you will furnish Test Certificate from Government approved Laboratory/government test house as per relevant IS/QAP and as desired by our Inspector during pre despatch inspection without any extra cost.

Note :-

- Tender should be submitted on your own letterhead in prescribed format/guidelines in duplicate with all enclosures.
- These standard documents are not transferable;
- All samples, drawings, specifications if any enclosed with tender documents are the property of PPCL Limited. The use of these documents by you or anybody for any purpose is strictly prohibited. PPCL reserve the right to take legal action on proof of such infringement.

- In case you are not participating in this said tender, the tender document may be returned back to us with a regret letter. The envelope should be marked "REGRET LETTER" on top.

Yours faithfully,



**For & on behalf of
Pragati Power Corporation Ltd.**

Encl.

1. Instructions to Bidders.
 2. General Purchase Conditions.
 3. Instruction to Foreign Bidders.
 4. Performa for Bank Guarantee towards EMD.
 5. Special Instructions to Bidders.
- (To be ticked whichever is applicable)

PRAGATI POWER CORPORATION LIMITED

INSTRUCTION TO BIDDERS For reading only (Please Do Not Mark)

It is mandatory to quote the rate of GST Extra, if applicable, in the GST column page No. 2 otherwise offer will be rejected.

Tender will be opened on due date & time. Bidders or their authorised representative are requested to be present if they so desire.

Each of these instructions must be read carefully and followed strictly. Failure to comply with any of these would render your offer liable for rejection.

1. The offer should be in sealed envelope and preferably be arranged to be dropped in Tender Box Kept at Main Gate of Pragati Power Station-I or sent by Registered Post / speed post. Intending bidders are advised to post their offers well in time so as to reach us before bid due date and time. Offers sent through courier/by hand shall not be accepted if presented after the due date and time of submission of bids. In the event of any contingency, a bidder may send his offer by FAX with all terms and conditions. The same shall be considered subject to the fulfilment of the following :-
 - The FAX should have been transmitted before the due date and time for submission of bids.
 - Confirmation that the confirmatory copy has been sent by registered post/speed post at least one day before the scheduled bid opening date and received within three days of last day of submission of bid.
2. OFFER MUST BE PREFERABLY TYPED AND SUBMITTED IN DUPLICATE
3. THE ENQUIRY NUMBER BID DUE DATE AND DETAILS OF EARNEST MONEY DEPOSIT (EMD) & VALIDITY SHOULD BE SUPERSCRIBED ON THE EACH ENVELOPE FAILING WHICH THE OFFER MAY BE REJECTED.
4. (i) If tender enquiry is passed on to agent/dealer duly authorized by the vender to whom enquiry was send originally a proper letter of authority, as per Performa at Annexure-I should be sent in advance by the party invited to quote. A copy of the same may also be enclosed along with the bid.

(ii) In case of any change in the name of the Company / address vis-a-vis what has been indicated in the tender-enquiry, bidders are requested to intimate such changes in advance, supported by relevant documents, failing which the offer may be treated as unsolicited and run the risk of being not opened.
5. The quoted price must be written in both figures and words in capital letters. Alteration if any, should be made clearly by crossing the whole entered rate and last corrections should be attested by the tenderer with their full signature and rubber stamp. In no case there should be overwriting and all tenders with such overwriting shall be liable for rejection. In case of any discrepancy between figures and words, the rates in words shall be considered for the purpose of evaluation.
6. Offers shall be accompanied with earnest money deposit (EMD) of specified value in separate envelope failing which offers are liable for rejection.

EMD may be furnished in any of the following forms.

- Pay order or Demand draft fully pledged in favour of PPCL payable at New Delhi.
- Bank Guarantee from a Nationalized Bank / other banks (as per PPCL approved list at page No.19 of 24) irrevocable and operative till the validity of the offer (as per Performa enclosed).

NOTE : No BG shall be accepted for EMD amount up to Rs. 25000/- .EMD in the mode of BG should be valid for 120 days + 30days extra as claim period.

The earnest money will be forfeited in the following cases :-

1. On revocation of offer before the expiry of validity of the tender
2. On refusal to supply the ordered materials as per Purchase Order.
3. In case of SSI/MSME/NSIC registered vender default on above account. It will be communicated to SSI/MSME/NSIC as applicable for further this regard.

Small Scale Industries/MSME registered with the National Small Scale Industries Corporation/State Director of Industries shall be exempted from the payment of Earnest Money Deposit / Tender Fee, provided the quoted value of the tender is within the monetary limit for the said unit set by NSIC/State Director of Industries/MSME. Tenderer seeking exemption should enclose a photocopy of valid registration certificate preferably attested by Gazetted Officer / Magistrate 1st class, notary public giving details such as validity, stores and monetary limits failing which they run the risk of their offer not being opened.

7. If the rates quoted are on Ex-works/FOR dispatching Station basis the bidder has to mention the rate percent or amount of P&F and Freight otherwise PPCL will load P&F @2% and freight charges varying from 2% to 5% shall be loaded depending upon the distance of dispatching station for purpose of comparison. Material is to be dispatched through reputed transporter of PPCL on Freight to pay door delivery basis who have got a godown facility at Delhi. However, if the vendor quotes on FOR destination station / FOR Despatching station / ex works but freight paid up to destinations basis, packing and forwarding and freight components should be shown separately as GST shall be applicable as per rule.
8. **Offer should be strictly as per the specification/drawing/samples as spelt out in the enquiry. Deviations there from, if any, shall be clearly spelt out by the tenderer. In case no such deviation is indicated, it shall be taken for granted that the item has been offered strictly as per requirement given in the enquiry and the bidder shall be bound to supply the said item(s) / provide the required service.**
9. Tenderers should base his offer on the delivery schedule indicated in the enquiry. In case of any deviation the tenderer should quote his best, realistic delivery. The same shall be specific and guaranteed. The delivery period shall commence from the date of Telex / Fax of Intent / Letter of Intent / Purchase order, whichever is the first intimation of acceptance of vendor's offer. Wherever stage inspections and or dispatch inspection is involved, the vendor shall take into account 15 days notice to PPCL for deputing the Inspector. The delivery period shall be inclusive of the time taken for such inspection. For delays beyond the contractual delivery period, provisions of PPCL General Purchase conditions shall be applicable.
10. PPCL reserves the right to accept or reject any/all offers without assigning any reason thereof / decrease the tendered quantity. The quoted rates and terms & conditions shall apply.
11. In case of non submission of quotation, tenderer may send a regret letter and return all drawings etc. if any, enclosed with the enquiry.
12. Order placed as result of this enquiry shall be subject to the purchaser's General purchase Conditions, enclosed with enquiry.
13. All Tenderers shall submit alongwith their quotation latest Acknowledgement of Income Tax returns or else the quotations are liable to be rejected.
14. **Make/Brand of the item offered shall be specified failing which offers are liable for rejections. One copy of detailed descriptive Literature / pamphlet shall be enclosed alongwith the offer.**
15. Our standard terms of payment are 100% payment within 30 days through ECS of receipt and acceptance of the materials at our stores. In case of any deviation in payment terms, loading @1.5% of landed cost per month shall be considered taking into consideration the delivery period quoted in case of element of advance is involved.
16. **GST Shall be mentioned Separately in the Offer. The rate and nature of GST(CGST/SGST/IGST) applicable shall be shown separately. GST will be paid to the vender at which it is liable to be assessed or has actually been assessed on the date of supply, provided the transaction of sale is liable to GST. In case the quoted goods are subject to GST, the vendor may have to furnish documentary evidence as proof of having paid the same, as per PPCL. If nothing is mentioned regarding GST/ Taxes the offer shall be liable to be rejected.**
17. If the tender is on DGS & D Rate contract for enquired items, a copy of the same should be enclosed along with the offer, Units registered with SSI / NSIC/ MSME shall indicate the registration number and enclose a copy of the registration certificate.
18. Test certificate of Manufacturer/Government Test House shall be required to be submitted wherever so stipulated.
19. Sample shall be submitted with the offer wherever asked for and it is to be noted that they shall only be supplementary to the specification and would not supersede the specification. Samples are relied upon solely to describe attributes that are not quantifiable like colour, lustre, feel, etc. Tenderers shall submit samples freight paid, through registered post / parcel / road transport and should ensure that sample reach PPCL within the stipulated date and time. No cognizance will be given to such samples, which are received after the specified date and time.
20. **Tenderers shall certify that the quoted rates are as applicable to other Government Departments/ Public Sector undertakings and may enclose a copy of relevant PO / Work Order as evidence thereof.**

21. The quoted rates must be firm till the complete execution of the contract and must be valid for a period of 120 days from the date of opening of tender for placement of order.
In case of price variation clause the party must provide price variation format itself (without specific mention of quantum). 10% price escalation per annum may be presumed and accordingly on the basis of delivery period, the same may be proportionately loaded.
22. **Tenderers are requested to fill in the enclosed Performa for terms & conditions and submit the same along with their offer in DUPLICATE.**
23. **In case of placement of an order the tenderer shall be required to furnish Security Deposit @ 5% of the order value. The Security Deposit may be furnished in any of form as detailed in clause NO.6. "EMD"**
24. **In the event of an order, if asked for, the successful tenderer shall be required to furnish a Performance Bank Guarantee @ 10% of order value from Bank valid for 12 months from the date of use or 18 month from the date of dispatch, whichever is earlier+90 days extra as claim period, against any manufacturing defects / poor workmanship / poor performance and in case any deficiencies are found during this period, the same shall be repaired rectified/ replaced free of cost. Validity of the PBG should be 90 days in excess of the Period of which it is required.**
25. **The list of customers to whom tenderer had supplied similar equipment in the past along with the purchase order number and date etc. preferably with copies and performance if any should be furnished.**
26. In case the materials offered are of ISI mark/tested at any Government recognized test house, copies of relevant test certificate should be enclosed with the offer.
27. **COST COMPENSATION FOR DEVIATION**
Deviations specifically declared by the bidders in the respective statement of Deviation of bid proposal sheets only will be taken into account for the purpose of evaluation. The bidders are required to declare the prices for the withdrawal of the deviations declared by them in the Deviation schedules. Such prices declared by the bidders for the withdrawal of the deviations in the Deviation Schedules shall be added to the bid price to compensate for these deviations. In case, the bidder does not furnish prices for the withdrawal of deviation, the Company shall convert such deviations into Rupee value and add to the bid price to compensate for these. In determining the Rupee Value of the deviations the Company will use parameters consistent with those specified in the specification and documents and/ or other information as necessary and available to the Company. In case the bidder refuse to withdraw the deviation at the cost of withdrawal indicated by the bidder in the Deviations Schedules, the bi security/EMD of the bidder may be forfeited.
Bidder may note that deviations, variations and additional conditions etc. found elsewhere in the bid, other the stated in the statement of Deviations, save those pertaining to any rebates shall not be given effect to in evaluation and it will be assumed that the bidder complies to all the conditions of Bidding documents. In Case bidder refuse to withdraw, without any cost to the Company, those deviation which the bidder did not state in the Deviation Schedules, the bid security/EMD of the bidder may be forfeited.
28. **Bidder may note that the due date and time of opening of tenders will be strictly adhered to and accordingly if they wish to present themselves at the tender opening, they should bring necessary authorization letter from the company. However, if due to declaration of unexpected holiday or any unforeseen circumstances the tenders are not opened on the due date, the same will be opened on the next working day.**
29. Bidders should note that printed terms & conditions shall not be considered for evaluation purposes unless otherwise specifically mentioned in the offer itself.
30. Bidder should quote their prices excluding insurance charges. To this effect loading of 0.25% shall be done or their offer towards insurance charges.
31. In case, any clause is not acceptable to the Tenderers, the same should be specifically bought out in the bid with a categorical confirmation that all other clauses are acceptable to the bidder. If no mention is made in this regard it shall be presumed that all clauses, mentioned herein above are acceptable to bidder.
32. **The offers should be valid for a period of 120 days from the date of bid opening.**
33. PPCL at its sole discretion unilaterally can change the quantity to the extent of $\pm 20\%$ as indicated in the NIT unless otherwise specified. The bidder would be bound to supply these quantities on the same terms & conditions of prices and delivery.
34. Bidders should note that the exchange rate applicable on the BOD shall be considered for Evaluation purposes in case offers are submitted in foreign currency.
35. PPCL may, at its sole discretion, blacklist/debar any supplier/contractor for participating in any tendering process with PPCL, who indulges or is suspected to be indulged in unethical practices while dealing with PPCL.

PRAGATI POWER CORPORATION LIMITED

GENERAL PURCHASE CONDITIONS

Definitions

The following terms and expression used herein shall have the meaning as indicated therein:-

- 1 **Supplier/Vendors** : Shall mean the individual, firm, company or Corporation whether incorporated or otherwise to whom this Purchase Order is addressed and shall include its permitted assigns and successors.
- Purchaser/Owner** : Shall mean Pragati Power Corp. Ltd., a Company incorporated in India under the Companies Act, 1956 having its registered office at Himadri, Rajghat Power House Complex, New Delhi and shall include its permitted successors and assign.
- 2 **Reference**: The number of this Purchase Order must appear on all correspondence, drawings invoices, packing and shipping documents and on all documents or papers connected with Purchase Order.
- 3 **Specifications and Drawings**: Any information, details etc. called for in the specification and not shown in the drawings and vice-versa shall have the same effect and meanings as if called for and shown both in the specification and drawings. In case of conflict between the specification and drawings, the decisions of the Purchaser or his duly authorized representative shall be final and binding.
- 4 **Purchase Order & its acceptance**: PPCL will issue purchase order to the selected bidder on finalization of tendering process. The firm shall be required to return the dated acknowledgment of P.O. within seven days. In case acknowledgment is not received by PPCL within 7 days of receipt of P.O., it will be presumed that the firm has accepted the PO. on terms & conditions mentioned therein read with T&C of NIT and the same will be binding upon the firm.
- 5 **Price Basis**: Price mentioned in the Purchase Order shall be firm and not subject to escalations till the execution of the complete order and its subsequent amendments accepted by the vendor, even though the completion/execution of the order may take longer time than the delivery period specified and accepted in the Purchase Order.
In case of price variation clause the party must provide price variation format itself (without specific mention of quantum). 10% price escalation per annum may be presumed and accordingly on the basis of delivery period, the same may be proportionately loaded.
- 6 **Taxes, Levies and Duties**: GST, Levies and any other duties payable shall be shown separately in the offer. This shall be to the account of the Purchaser/Owner, unless otherwise mentioned in the Purchase order. **No offer will be accepted if quoted rate are inclusive of GST.**
- 7 **Flexibility of Supply**:
 - a PPCL reserves the right to place order on more than one tenderer for Flexibility of Supply and if the L₁ price is within the approved limit of estimate then all the technically accepted tenderer will be asked to match their price with L₁ rate for distribution of the items to be ordered. Only the tenderer who agree to match their price with L₁ rate will be considered for distribution of order.
 - b For splitting the order quantity among more than one tenderer the basis will be their original ranking as per the comparative statement. The allocation will be in the descending order while L₁ getting the highest share. For two parties, it will be in ratio of 60:40 and the three parties it will be 50:30:20. In addition in case more than one party have the same rank then the same will be added and equally distributed.
- 8 **Inspection / Checking / Testing**: All materials/ equipments manufactured by the vendor himself and/or his sub vendor against the purchase order shall be subjected to inspection, check and/or test by the Purchaser or his authorized representative at all stages and places before, during and after the manufacture. All these tests shall be carried out in the presence of Purchaser and/or his authorised representative. Vendor shall notify the Purchaser at least 15 days in advance when the material/equipment is ready for inspection. If upon. delivery, the materials/ equipment does not meet specification, the material/equipment shall be rejected and the vendor shall repair/modify etc. or replace it. In such cases, all expenses including the to-and-fro freight, repacking charges etc. shall be to the account of the vendor.
Inspection by the purchaser and/ or his authorised representative or failure by the purchaser and/or his authorised representative to inspect the material/ equipment shall not relieve the vendor of any responsibility or liability under the Purchase order in respect of such material/equipment and shall not be interpreted in any way to imply acceptance thereof by the Purchaser.
Whenever specifically asked for by the Purchaser and or his duly authorized representative, the vendor shall arrange for inspection/testing by Institutional Agencies such as Lloyds Register of Industrial Services, Boiler Inspectorate etc. In such case, vendor shall adhere to the inspection and fees shall be for the vendor's accounts unless agreed to the contrary and specified in the Purchase Order.
- 9 **Access to Vendors' Premises**: The Purchaser and/or his authorized representative shall be provide access to vendors and/or his sub-vendors' premises at any time during the pendency of the Order, for expediting, Inspection, checking etc. of work.
- 10 **Removal of Rejected Goods and Replacement**: If upon delivery, whether inspected and approved earlier or otherwise, the material/ Equipment not in conformity with the specifications the same shall be rejected by the Purchaser or his dully authorised representative. A notification to this effect will be issued to the vendor normally Within 30 days from the date of the receipt or material at the Works / site / Office. The vendor shall arrange removal of the rejected items within 15 days from the date of notification. In the event, the vendor fails to lift the material within the said 15 days, the Owner shall be at liberty to dispose off such rejected items in any manner as he may think fit. All expenses and losses shall be recoverable form the vendor.
- 11 **Terms of Payment**: The Payment Will be made by the Purchaser to the vendor in accordance with the terms and conditions specified in the Purchase order. All payments shall normally be made by Asstt. Manager (SB). ECS mandate form (Attached herewith) duly filled in may be submitted along with the offer to facilitate release of payment through ECS.
- 12 **Additions/ Alteration/ Modifications**: The Purchaser reserves the right to make additions / alterations / modifications to the quantity of the items in the Purchase Order. The vendor shall supply such quantities also at the same rate as originally agreed to and incorporated in the Purchase order. If, however, the additional work IS at variance in design, size and specifications and not already covered by the Purchase order or the amendments therein, the rates for such additional work shall be negotiated and mutually agreed.
- 13 **Delivery Schedule**: Time IS the essence of this Order and no variation shall be permitted in the delivery time/ delivery schedule mentioned in the Order. However PPCL reserves at its discretion to consider the deserving cases on merits for extension of delivery period.
- 14 **Liquidated Damages for Delay in Delivery**:
 - 14.1 In case of any delay in the execution of the Order beyond the stipulated date of delivery/ delivery schedule including any extension permitted in writing, the Purchaser reserves right to recover form the vendor a sum equivalent to 0.5% of the value of the delayed materials/equipment for each week of delay and part thereof subject to a maximum of 5% of the total Value of the Order.
 - 14.2 Alternatively the Purchaser reserves the right to purchase the material/ equipment from elsewhere at the sole risk and cost of the vendor and recover all such extra cost incurred by the purchaser in procuring the material by the above procedure.

- 14.3 Alternatively the purchaser may cancel the Order completely or partly without prejudice to his right under the alternative mentioned above.
- 14.4 In the event of recourse to the alternative 12.2 and 12.3 above, the Purchaser will have the right to repurchase the stores which are readily available to meet the urgency in requirement caused by vendor's failure to comply with the scheduled delivery irrespective of the fact whether the materials/ equipments are similar or not.
- 15 **Source of Supply:** The vendor shall ensure that the indigenous capacity is utilized to the fullest extent possible if execution of this order. Where the imports are unavoidable, all such items shall be Imported by the vendor in good time against his own import licence without effecting the contractual delivery schedule.
- 16 **Patent Rights:** Royalties and fees for patents covering material/equipment or processes used in executing the work shall be to the account of the vendor. The vendor shall satisfy all demands that may be made at any time for such royalties and fees and he alone shall be liable for damages, infringement and its use is enjoyed, the vendor shall at his own expenses either procure for the Purchaser the right to continue the use of such equipment/material or replace it with a non-infringing material/equipment or modify it so it become non infringing.
- 17 **Force Majeure:** Vendor shall not be considered in default if delay in delivery occurs due to causes beyond his control such as acts of God, natural calamities, civil wars, strikes, fire, frost, floods, riot and acts of unsurpassed power. Only those causes which have duration of more than 7 days shall be considered cause of force/calendar majeure. A notification to this effect duly certified by local Chamber of Commerce/statutory Authorities shall be given by the vendor to the Purchaser by registered letter. In the event of time equal to the period of force majeure or at option of the Purchaser, the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of the Purchaser. In the event of such cancellation, the vendor shall refund any amount, advanced or paid to the vendor by the Purchaser and deliver back any material issued to him, by the purchaser and release facilities, if any provided by the Purchaser.
- 18 **Cancellation:** The Owner reserves the right to cancel the Order in part or in fully by giving one week advance notice thereby if.
- The vendor fails to comply with any of the term of the order.
 - The vendor becomes bankrupt or goes into liquidation.
 - The vendor makes general assignment for the benefit of the creditors and
 - Any Receiver is appointed for the property owned by the vendor.
- 19 **Waiver:** Any waiver by the owner of any breach of the terms & conditions of the Order shall not constitute any subsequent breach of the waiver of any other right or conditions.
- 20 **Compliance of Regulations:** The vendor shall warrant that all goods and/or services covered by this Purchase Order shall have been produced, sold, dispatched, delivered, tested and commissioned in strict compliance with all applicable laws, regulations including Industries (Development & Regulations) Act, 1951 and any amendments there under, labour agreement, working conditions and technical codes and requirements as applicable from time to time.
The vendor should execute and deliver such documents as may be needed by the purchaser in evidence of compliance of all laws, rules and regulations required for reference. Any liability arising out of contravention of any of the laws on executing this order shall be the sole responsibility of the vendor and the purchaser shall not be responsible in any manner whatsoever.
- 21 **Sub Letting & Assignment:** The vendor shall not sub-let, transfer or assign any part of this Purchase Order, without the prior written consent of the Purchaser. Such assignments or subletting or transfer shall not relieve the vendor from any obligation, duty and responsibility under this Purchase Order. Any assignment, transfer or subletting without the prior written approval of the Purchaser shall be void. The Purchaser shall have the right to cancel the order and to purchase the goods from elsewhere and the vendor shall be liable to the purchaser for any loss or damage, which the purchaser may sustain in consequences or arising out of such purchase, and shall indemnify such loss or damage to the Purchaser.
- 22 **Vendor Drawing & Data:** All drawings, data and documentation in respect of the ordered items are an integral part of the Purchase Order. The vendor will furnish all such drawings, data and documentation to the Purchaser. Purchaser shall specify the schedule for submission of these documents by the vendor and the required number of copies. The vendor shall ensure strict compliance to this schedule.
- 23 **Information Provided by the Purchaser:** All drawings data and documentation that are given to the vendor by the Purchaser for the execution of the order shall be the property of the Purchaser and shall be returned by the vendor on demand by the Purchaser. The vendor shall not make use of any of the above documents for any purpose at any time except for the purpose of executing order of the Purchaser. The vendor shall not disclose any of the Information given by the Purchaser to any person, firm, body corporate and / or authority and shall use all endeavours to ensure that the above Information is kept confidential. All such information shall also remain the absolute property of the purchaser.
- 24 **Spare parts, Oils & Lubricants:** Wherever applicable, the vendor shall furnish item wise price list of spare parts required for a two years operations of the equipment ordered. The vendor shall also provide the necessary instructions and drawings to identify the spare part numbers and their locations as well as an interchangeability chart. The vendor shall recommend the quality of oils and lubricant required to be used in the operation of the equipment supplied under this Order for continuous operation for a period of at least one year.
- 25 **Vendor Liability:** Vendor hereby accept full responsibility and indemnifies the Purchaser and shall hold the purchaser harmless from all acts of omissions and commission on the part of the vendor, his agents, his sub contractors and employees in execution of the Order. The vendor also agrees to defend and hereby undertakes to indemnify the Purchaser and also hold him harmless from any and all claims for Injury to or death of any and all persons including but not limited to employees and for damage to the property arising out of or in connection with the performance of the work under the Purchaser Order.
- 26 **Purchaser's Materials:**
- In case, the Purchaser has to supply Free Issue materials subject to purchase order, the same shall be issued to the vendor only when the vendor submits a Bank guarantee/ indemnity bond for the full value thereof strictly in the manner and as per the Proforma of the Bank Guarantee/ Indemnity bond approved by the Purchaser.
 - Wherever possible such Free Issue material shall be consigned to the vendor's sidings. In case vendor does not have any siding or for any reasons materials can not be consigned to his siding the same shall be consigned to the public siding/Good Depot to be specifically confirmed by the vendor. The vendor at his own cost and responsibility shall arrange the loading/unloading and any further handling of such materials for the siding/destinations.
 - The vendor shall give a Firm List of 'free issue materials' and the schedule of their delivery strictly in accordance with the sequence of the fabrication vis-a-vis the delivery schedule.
 - Unused materials or scrap from the "Free Issue materials" supplied by the Purchaser shall be returned to the Purchaser or if the Purchaser so directs, the vendor may dispose of the same by sale or otherwise on such terms and conditions as the Purchaser may stipulate and the vendor shall pay to the Purchaser the sale proceeds of such sale (the quantum of such deduction to be mutually agreed upon in advance between the Purchaser and the vendor) by means of DD in favour of PPCL.
- 27 **Packing and Marking:** All goods shall be securely packed in cases, bundles, crates etc suitable for Rail/Road/Sea transport. All exposed services / connections, protrusion shall be properly protected. All unexposed parts shall be packed with due care and the packages should bear the words "Handle with Care". The packing of the goods to be transported by Rail/

Road shall be as per the conditions laid down by the appropriate authorities and vendor shall obtain clean railway goods/ receipts without any qualifying remarks.

- > All packages and unpacked materials shall be marked at least on two places indicating the name of the Purchaser/ Consignee. **Purchase Order No.** Gross and net weights and dimension with indelible paint in English. In case of bundle metallic plates marked with the above details shall be tagged with such bundles.
- > All goods should be despatched as per the relevant terms of the Purchase Order. In case any mode of transport has to be resorted to other than that mentioned in the Purchase Order the same shall be done only after obtaining prior approval in writing from the Purchaser. All movement section loading permissions etc. from the railway authorities shall be obtained by vendor. The vendor shall communicate the relevant dispatch particulars immediately on dispatch by fax/speed post to the consignees as specified in the Purchase Order.
- > The vendor shall also forward original and copies of dispatch documents to the concerned authorities as required in the Purchase Order within two days from the date of dispatch. failing which the vendor shall be responsible for any delay. In payment of consignment for want of documents and consequent demurrage, detention charges etc.

28 **Sale Conditions:** With the vendor's acceptance of the provisions of this Purchase Order, he waives and consider as cancelled and of the general special/sales conditions.

29 **Modifications:** This order constitutes an entire agreement between the parties hereto. Any modifications to this order shall become binding only upon the same being confirmed in writing duly signed by both the parties.

30 **Performance Guarantee:** The vendor shall ensure that all material/equipments/services executed rendered under this order shall conform to the Purchasers requirements and specifications. The vendor guarantees the Materials/equipment/service under this order for a period of 18 months from the date of receipt or 12 months from the date of commissioning, whichever is earlier. The vendor agrees to replace any materials which have been proved defective or fails to conform to the desired specified specifications interchangeability free of cost of the Purchaser. The guarantee period for such replaced part shall be the same as that equipment/ services rendered or specified earlier. The vendor shall furnish 10% of the total value of the Order. as per the Performa enclosed towards the performance guarantee not for bulk chemicals & staggered supply. Bank Guarantee shall be from any Nationalized Bank or other banks as per PPCL approved list. Purchaser shall at his discretion have recourse to the said Bank Guarantee for the recovery of any or all amounts due from the vendor in connection with the contract including of guarantee obligations. Checking/approval of vendor drawing, inspection and acceptance of materials/equipments/furnishing document to effect shipment and or work done for erection. Installation and commissioning of the equipment by the Purchaser or any other agency on behalf of the Purchaser shall not in any way relieve the vendor from the responsibility for proper performance during the guarantee period.

31 **Mode of dispatch:** In case of advance payment or payment through bank. vendor shall dispatch the materials as per schedule mode of dispatch and through approved transporter and any deviation to this effect without taking prior written approval from the purchaser is not permissible.

32 **Demurrage/Wharfage:** In case where documents are negotiated through Bank, any consequential charges e.g. demurrage/ wharfage charges due to late retirement of document on account of (i) violation of the inspection clause, (ii) material dispatched after expiry of delivery period without obtaining approval in advance for extension of delivery period (iii) dispatch of materials not as per schedule mode of despatch / approved transport as per PO (iv) late receipt of in Voice or due to violation of any other clause/clauses of the purchase order or due to any defect in the invoice will be to the vendors account. Supplier would also be responsible for all such payment due to late receipt of RR/LR and other documents.

33 **Acceptance: The vendor shall return duplicate copy of the Purchase Order and the other enclosed documents duly signed as a token of acceptance within 7 days from the date of receipt of this order.**

34 **Arbitration:**

- In the event of any question dispute or difference whatsoever arising under this contract or in connection therewith including any question relating to existence, meaning and interpretation of this contract or any alleged breach thereof, the same shall be referred to the Sole Arbitrator, the Managing Director of the PPCL or to a person appointed by him for the purpose. The arbitration shall be conducted in accordance with the provision of the Indian Arbitration and Conciliation Act, 1996.
- It will be no objection that the Arbitrator is an interested person and/or that he had to deal with the matter to which the contract relates and/or in the course of his duties he has expressed any view on any matter in dispute or difference. The award of arbitrator shall be final and binding.
- In the event of Arbitrator dying, neglecting, resigning or being unable to act for any reason or his award being set aside by the court for any reason, it will be lawful for the Managing Director of PPCL to appoint another in place of outgoing Arbitrator.
- It is further in terms of this agreement that agreement that no person other than a person so appointed shall act as an Arbitrator and that, if for any reason that is not possible, the matter should not be referred to Arbitration at all.
- The Arbitrator may from time to time, with the consent of all parties extend the time in making the award.
- The cost incidental to the arbitration shall be the discretion of the Arbitrator. The arbitration shall be conducted at New Delhi.
- Notwithstanding any dispute between the parties, Supplier shall not be entitled to withhold, delay, or defer his obligation under the contract and same shall be carried out strictly in accordance with the terms & conditions-of contract.


35 **Jurisdiction:** The Court at Delhi shall have exclusive jurisdiction to entertain and the matters arising out of this contract. The arbitrator shall give his speaking or reasoned award with respect to the disputes referred to him by either of the parties.

BANNING * Banning of vendors for future dealing will be done.

- i) In case unethical business practice is established against a vendor.
- ii) Vendor furnishes wrong information or manipulated documents.
- iii) Vendor is charged with CBI investigation for an offence against Govt. regulation and subsequently in a Court of Law.

36. Quantity tolerance, if applicable, shall normally be kept as $\pm 0.5\%$ of NIT item quantities.

**Vendor's Signature
Name and Address
(With Status and Rubber Stamp)**


**For and on behalf of
Pragati Power Corporation Ltd**

(On non judicial stamp paper of appropriate value)

PROFORMA OF BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

(It is applicable for more than Rs. 25000/-)

Ref :

To,
Pragati Power Corporation Limited.
Rajghat Power House,
New Delhi-110 002
Dear Sirs,

In accordance with your Notice Inviting Tender for _____
_____ under your Tender / enquiry

No. _____ M/s. _____ (hereinafter called the Tender) with
following directors on their Board of Directors/Partners of firm :

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____

Whereas to participate in the said tender for the following :

- 1. _____
- 2. _____
- 3. _____

Whereas it is a condition in the tender documents that the tenderer has to deposit Earnest Money with respect to the tender with Pragati Power Corporation Limited (hereinafter referred to as Company) amounting to Rs. _____ and tenderer in lieu of EMD can submit Bank Guarantee from a nationalized Bank irrevocable and co-operative till _____ days after the validity of the offer (i.e. 210 days from the date of opening of tender) for the like amount which is likely to be forfeited on the happening of contingencies mentioned in the tender documents.)

And Whereas the tenderer desires to secure exemption from deposit of Earnest Money and has offered to furnish a Bank Guarantee for a sum of Rs. _____ to the company for Earnest Money.

Now, therefore, we the _____ Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1969 and branch office at _____ (hereinafter referred to as the Bank) do hereby undertake and agree to pay on demand in writing by the Pragati Power Corporation Limited without any demur, reservation or recourse.

We the aforesaid bank further agree that the Company shall be the sole judge of and as to whether the tenderer

has committed any breach or breaches of any of the terms, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Company on account of thereof to the extent of the Earnest Money required to be deposited by the Tenderer in respect of the said Tender Documents and the decision of the Company that the Tenderer has committed such breach or breaches and so to the amount or amounts of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by the Company shall be final and binding on us.

We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the Company and change in the constitution, liquidation or dissolution of the tenderer, shall not effect our liability guaranteed herein, it is further declared that it shall not be necessary for the Company to proceed against the Contractor before proceeding against the Bank and Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the Company may have obtained or shall obtain from the contractor at the time when proceedings are taken against the Bank for whatever amount may be outstanding or unrealised under the Guarantee.

The right of the company to recover the said amount of Rs. _____ (Rupees _____) from us in manner aforesaid will not be effected due to dispute have been raised by the said M/S _____ (Tenderer and/or dispute or disputes are pending before any authority, officer, tribunal _____ arbitrator(s) etc.

Notwithstanding anything stated above, our liability under this guarantee shall be restricted to Rs. _____ (Rupees) and our guarantee shall remain in force upto _____ and unless a demand or claim under the guarantee is made on us in writing within three months after the aforesaid date i.e. on or before the _____ all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability there under.

Date _____

Place _____

(Signature) _____

(Printed Name) _____

(Designation) _____

(Bank's common seal) _____

Witness With full name & Address

(1) _____

(2) _____

Authority No.

PRAGATI POWER CORPORATION LIMITED

ACCEPTANCE OF BANK GUARANTEES FROM NON-NATIONALISED BANKS. (OTHER THAN NATIONALISED BANKS AND SCHEDULE BANK)

The List of Non Nationalised Bank whose bank guarantees are acceptable to PPCL are below.

1. **Bank of America**
2. **Bank of Tokyo.**
3. **Citi Bank N.A.**
4. **Deutsche Bank (Asia) Aktienge Sellschaft.**
5. **ICICI Bank.**
6. **Hong Kong and Shanghai Banking Corporation.**
7. **Standard Chartered Bank.**
8. **Barclays Bank.**
9. **ING Vysya Bank**
10. **IDBI Bank**
11. **Axis Bank**
12. **HDFC Bank**
13. **Kotak Mahindra**
14. **RBL**
15. **RBS**
16. **IndusInd Bank**

PRAGATI POWER CORPORATION LIMITED

Phone No.

Fax No. :

MATERIAL MANAGEMENT DEPARTMENT INSTRUCTIONS FOR FOREIGN BIDDERS

1. The price shall be FOB/FCA (INCOTERM-2000) port of Shipment.
2. The price shall be in any freely convertible currency such as Dollar, EURO, Pound Sterling, Deutsch Mark.
3. The prices shall be firm and free from correction and erasures.
4. The prices shall be valid for 120 days from the date of Bid opening.
5. Quotation shall be submitted in English Language only.
6. Delivery period shall be firm and clearly indicated in the Quotation. In case of urgency early deliveries may be requested.
7. Approximate Gross and Net-weight shall be indicated in the Quotation.
8. Packing shall be transport worthily to ensure safe delivery considering the nature of goods.
9. Name of foreign advising banker, country of Origin, port of Shipment should be indicated in the quotation.
10. Indian Agency commission, if any, payable by us shall invariably be included in the FOB/FCA price. Percentage of Commission shall be clearly mentioned alongwith the name and address of Indian Agent. A copy of agreement with Indian Agent shall be furnished alongwith the Quotation.
11. Indian agency commission, if any, shall be paid in Indian Rupees only, as per prevailing guidelines / rules of Govt. of India. The ceiling limits shall have to be strictly adhered to as per Govt. guidelines / rules, any deviation there from shall not be acceptable.
12. We would prefer to deal directly with foreign supplier. In case our Tender enquiry is forwarded to Indian Agent/Distributor, we shall be informed of the same. The quotation from Indian Agent/distributor shall be accepted subject to following.
 - a) The quotation is submitted in accordance with above instruction alongwith copy of Agreement with their principal.
 - b) Quotation submitted by agent / Distributor for and on behalf of the Principal, be supported with Authority from the Principal in Proforma enclosed herewith / Power of Attorney in favour of Indian Agent duly Notarised.
 - c) In the event of quotation submitted in India Rupees Principal's price list, applicable custom duty and countervailing duty (if any) with specific reference clauses and base Exchange Rate is to be furnished.
 - d) Agent must be registered with DGS&D / Government of India.

13. PAYMENT TERMS

13.1 FOREIGN SUPPLIER 100% of the FOB/FCA price less Indian Agent's commission, if any shall be payable through an irrevocable Letter of Credit against the presentation of shipping documents as called for in the Purchase order. A confirmed Letter of Credit is normally established. In the event supplier insists on confirmation, then charges for such confirmation shall be borne by the supplier.

13.2 Indian Agents Commission : 100% agency commission if any shall be payable to the Indian Agent in equivalent Indian Rupees at the rate of exchange applicable as on date of Airway Bill/Bill of landing within 30 days of shipment of Materials against invoice supported by a certificate indicating exchange rate (TT buying) applicable on the date of Airway Bill/Bill of landing from the Indian agent's Bankers, In case of the date shipment happens to be a Bank holiday, the change rate applicable on the last working day prior to the date of shipment shall be considered.

13.3 All bank charges on account of Letter of Credit payable outside India shall be borne by the Foreign Supplier.

13.4 The Letter of Credit shall not allow partial shipment or Trans shipment normally.

13.5 The purchaser shall make arrangement for Transportation by Sea/Air by Indian Flagship Vessels/Air India, also the Marine insurance cover and the Setter shall follow all instructions given in this regard in the Purchase Order.

14. VALIDITY OF LETTER OF CREDIT

The irrevocable Letter of Credit to be opened through the Purchaser's bank shall normally be kept valid for a period of 120 days. The letter of credit shall be opened upon intimation from the Supplier about the expected date of despatch of material. Normally extension of Validity of Letter of Credit will not be allowed.

15. Bidder should note that the exchange rate applicable on the BOD shall be considered for Evaluation Purpose.

(On non judicial stamp paper of appropriate value and purchased in the name of executing bank)

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

Bank Guarantee No. _____

Ref. _____

Date _____

To,

Pragati Power Corporation Ltd.
 HIMADRI, RAJGHAT POWER HOUSE COMPLEX,
 NEW DELHI, INDIA, PIN- 110 002

Dear Sirs,

In consideration of the Pragati Power 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 awarded to M/s.

_____ with its Registered / Head Office at _____ (hereinafter referred to as the 'Contractor ' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns.) a Contract by issue of Owner's Letter of Intent No. _____ dt..... and the same having been unequivocally accepted by the contractor resulting in a contract bearing No. _____ dtd..... valued at for and the contractor (scope of contract) having agreed to provide a contract performance guarantee for the faithful performance of the entire Contract equivalent to *% (percent) of the said value of the contract to the Owner.

We.....(Name & address) having its Head Office at _____ (hereinafter referred to as the 'Bank' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the owner on demand any and all money payable by the Contractor to the extent of as aforesaid and any time upto (days / months / year) without any demur, reservation, contest, recourse 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 not withstanding any difference between the Owner and Contractor and any dispute pending before any court, tribunal or any other authority. The Bank undertakes not to revoke this guarantee during its currency without the previous consent of the owner and further agrees that the guarantee herein contained shall continue to be enforceable till the owner discharges this guarantee.

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 extend the time for performance of the contract by the Contractor. The owner shall have the fullest liberty without affecting this guarantee to postpone from time to time, the exercise of any powers vested in them or of any right which they might have against the contractor and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenant, contained or implied in the contract between the owner and Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligation under these presents by any exercise by the owner of its liberty with reference to the matters aforesaid on any of the other indulgence shown by the owner or by any other matter or things whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agree that the owner at its option shall be entitled to enforce this Guarantee against the Bank as a Principal debtor, in the first instances 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 herein above our liability under this guarantee is restricted to _____ and its shall remain in force upto and including ** _____ and shall be extended from time to time for such period (not exceeding one year) as may be desired by M/s. _____ on whose behalf this guarantee has been given.

Dated _____ Day of _____ 200_____ at _____

Witness _____

Signature

Name _____

Official Address _____

Name & Designation

Attorney as per power of Attorney

No. _____

Dated _____

Bake Seal

Note : (1) This sum shall be ten percent 10% of the contract price.
 (2) VALIDITY OF THE Bank Guarantee should be 90 days in excess of the period for which it is required.

FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT IN INDIVIDUAL CONTRACT

To,

Pragati Power Corporation Limited
New Delhi

1. In consideration of the Pragati Power Corporation Limited having its registered office at Himadri, Rajghat Power House Complex, New Delhi . (hereinafter called the said "Company "which expression shall unless repugnant to the subject or context include its administrator. successors and assigns) having agreed under the terms and conditions of the Award letter bearing no _____ dated _____ issued by PPCL .which has been unequivocally accepted by the contractor M/s _____ work of _____ (hereinafter called the said Contract) to accept a deed of guarantee as herein provide for Rs. _____ (Rs. _____ only) from the nationalised bank in lieu of the Security Deposit to be made by the contractor or in lieu of the deduction to be made from the contractor's bill's for the due fulfilment by the said contractor of the terms and conditions contained in the said contract. We the _____ Bank (hereinafter referred to as "the said bank")and having our registered office at _____ do hereby undertake and agree to indemnify and keep indemnified the Company from time to the extent of Rs. _____ (Rupees _____ only) against any loss or damage, cost charge and expenses caused to or suffered by or that may caused to or suffered by the Company by reason of any breach or breaches by the said Contractor of any of the terms & conditions contained in the said contract and to unconditionally pay the amount claimed by the Company on demand and without demur to the extend aforesaid.
2. We _____ Bank, further agree that the Company shall be sole judge of and as to whether the said contract has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss ,damage, costs, charges and expenses caused to or suffered by the or that may be caused to or suffered by the Company on account thereof and the decisions of the Company that the said contractor has committed such breach or breaches and as to the amount o floss ,damage, costs, charges, and expenses caused to or suffered by or that may be caused to or suffered by the Company from time to time shall be final and binding on us.
3. We, the said Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till all the dues of the Company under the said Contract or by virtue of any of the terms & conditions governing the said contract have been fully paid and its claim satisfied or discharged and till the Company certified that the terms & conditions of the Said Contract have been fully and properly carried out by the said Contractor and accordingly discharges this Guarantee subject, however, that the Company shall not claim under the Guarantee after 90. (ninety) days from the date of expiry of the Defects Liability Period as provided in the said Contract i.e.** _____ (date) or from the date of cancellation of the said Contract as the case may be unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said in which case the same shall be enforceable against the Bank notwithstanding the fact that the same is enforced after the expiry of the said period.
4. The Company shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity from time to time vary any of the terms & conditions of the said Contract or to extend-time of performance by the said contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the terms & conditions governing the said contract or securities available to Company and the said Bank shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor or any other matter or things what so ever which under the law relating to securities would be for this provision have effect of so releasing the Bank from its such liability.

- 5. It shall not be necessary for company to proceeded against the contractor before proceeding against the Bank and Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Company may have obtained or shall obtain from the Contractor at time, when proceedings are taken against the Bank for whatever amount may be outstanding or unrealized.

- 6. We, the said Bank, lastly undertake not revoke this Guarantee during its currency except with the previous consent of the Company in writing and agree that any changes in the constitution of the said Contractor or the said Bank shall not discharge our liability hereunder. If any further extension to this Guarantee is required the same shall be extended to such required period on receiving instruction from M/s _____ on whose behalf this guarantee is issued.

<p style="text-align: center;">In presence of Witness</p> <p>1. _____</p> <p>_____</p> <p>2. _____</p> <p>_____</p>	<p>For and on behalf of (the Bank)</p> <p>Signature _____</p> <p>Name and Designation _____</p> <p>Authorization No. _____</p> <p>Date & Place _____</p> <p>Bank's Seal _____</p>
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NOTE : Validity of the Bank Guarantee should be 90 days in excess from the date of despatch of materials.