

PRAGATI POWER CORPORATION LIMITED
(A Govt. of NCT of Delhi Undertaking)
(BY REGD. POST/SPEED POST/COURIER)

PURCHASE ENQUIRY

MANAGER (C&M-II),
220 KV SUB-STATION BUILDING,
PRAGATI POWER STATION,
I P ESTATE, RING ROAD,
NEW DELHI – 110002.
FAX NO.: 09111-2337 9164
TEL NO.: 09111-2337 8739

Ref. no. 1000003429 / PPS- III/ M-II / 12-13

Dated:

M/s _____

Subject: annual rate contract for Procurement of Refilling of CO₂ & H₂ Gas Cylinder (cylinder normally shall be of PPCL ownership) for use in cooling of Turbo Generators at Pragati-III, Bawana.
(TWO PART BIDDING)

Enquiry number- 1000003429 / PPS- III/ M-II / 12-13
E.M.D - Rs. 72,700/- in favour of **PPCL**
Tender Cost- Rs.1000/- in favour of **PPCL**

MATERIAL DESCRIPTION:

1) "CYLINDER, TYPE, GAS : HYDROGEN GAS, PRESSURE, WORKING/TEST : 150 BAR,
CAPACITY : 7 M³, DESIGN STANDARD : IS 7285,
ADDITIONAL INFORMATION : PURITY : GREATER AND EQUAL TO 99.9% V/V
SHOULD BE FREE FROM CORROSIVE CONTAMINANTS (TRACES OF AMMONIA(NH₃),
SULPHUR DIOXIDE(SO₂) SHOULD NOT BE DETECTABLE)
CYLINDER GAS VOLUME IS EQUAL TO 46.7 LITRE AT S.T.P
ALSO CYLINDER SHOULD COMPLY EXPLOSIVE ACT.
APPLICATION : COOLING OF TURBOGENERATOR"

Qty.: 38,325 M³ (As & when required as per requirement within the contractual period of one year)

2) "CYLINDER, TYPE, GAS : CARBON DIOXIDE GAS, CAPACITY : 30 KG, DESIGN
STANDARD : IS 7285,
ADDITIONAL INFORMATION : PURITY : GREATER AND EQUAL TO 99.9% V/V
SHOULD BE FREE FROM CORROSIVE CONTAMINANTS (TRACES OF AMMONIA(NH₃),
SULPHUR DIOXIDE(SO₂) SHOULD NOT BE DETECTABLE)
ALSO CYLINDER SHOULD COMPLY EXPLOSIVE ACT.
APPLICATION : PURGING HYDROGEN OR AIR IN TURBOGENERATOR"

Qty.: 14,400 KG (As & when required as per requirement within the contractual period of one year)

Special Requirement:

1. Hydrogen Gas suitable for use in cooling of Turbo Generator ; purity greater & equal to 99.9% V/V,Maximum Moisture(in ppm)allowed is 0.5(Max.),Maximum Oxygen allowed (in ppm) is 0.5 , should be free from corrosive contaminants(traces of ammonia(NH3), sulphur dioxide(SO2) should not be detectable), cylinders normally shall be of PPCL ownership,however if Gas any other cylinder is supplied the same should comply with IS-7285 & latest amendment, Cylinder Gas volume is equal to 46.7 Litre at 150bar i.e. 7 cubic metre(M3) at S.T.P. i.e. 30kg. Also cylinder should comply with explosive act.

2. CO2 Gas suitable for use for purging of hydrogen cooled Turbo Generator ; purity greater & equal to 99.9% V/V,Maximum Moisture(in ppm)allowed is 0.5(Max.),Maximum Oxygen allowed (in ppm) is 0.5 , should be free from corrosive contaminants(traces of ammonia(NH3), sulphur dioxide(SO2) should not be detectable), cylinders normally shall be of PPCL ownership,however if Gas any other cylinder is supplied the same should comply with IS-7285&latest amendment, Cylinder Gas volume is equal to 46.7 Litre at 150bar i.e. 7 cubic metre(M3) at S.T.P. i.e. 30kg also cylinder should comply with explosive act.

3. Normally the cylinders used will be of M/s PPCL ownership however if supplier supplied in his own cylinder the same shall be rent free & should be hydraulically tested & should comply with provision of Explosive Act.

4 Cylinder Loading/Unloading at PPCL store/site will be on PPCL account .

5 If the cylinder of PPCL is lost then the supplier will have to provide new tested cylinder alongwith test certificate(comply with IS-7285 & latest amendment & explosive act.) as replacement.

6 In case of any minor defect in the valve , The same to be attended by vendor free of cost.In case of major defect, the cylinder with valve may be returned to PPCL without filling.

QUALIFYING REQUIREMENTS:-

1. The bidder should be manufacture or his authorized dealer.
2. The bidder should have successfully executed order of supply of Industrial Gases/Hydrogen Gas Gr. I with IS 7285/latest amendment to any Thermal Power Station/PSU/Govt. Industrial Units during the last seven years ending the last day of the previous month in which NIT is published with either of following:

a. At least one Purchase Order amounting to Rs. 29 Lacs.

OR

b. At least two purchase Orders amounting to Rs. 18 Lacs each.

OR

c. At least three Purchase Orders amounting to Rs. 14.5 Lacs & above each.

Please attach the documentary proof in support of above Q.R in technical bid. Price bid will be opened only of those vendors who qualify the above Q.R.

NOTE :

1. PPCL reserves the right to place Purchase Orders on more than one agency among the participant bidders at L-1 rates.
2. Vender should submit copies of purchase orders placed on them by other organizations, for justifications of the rates quoted by them.
3. Bidder should take into account MODVAT benefits and accordingly quote the net prices to PPCL.
4. Bidders are requested to quote the offered rates both in words and figures.
5. Each lot of supply should accompany manufacturers test certificate.
6. The NIT clauses i.e. Performance Bank guarantee and Guarantee Certificate is not applicable for bulk chemicals.
7. The dispatches of material are to be started immediate after the issue of LOI / purchase order. The procurement order will be for a period of one year and vendor has to supply material in distributed manner according to the requirement / allocation given by IPGCL/PPCL. In case, of emergency at any plant, the material is to be supplied within 2 days of requisition / instruction given from IPGCL/PPCL.
8. Following environment conditions are required to be met while handling hazardous chemicals:
 - a) Tanker/Truck operator/supplier should carry haz-chem card with the driver issued by manufacturer (in case applicable).
 - b) The driver should carry annual fitness accorded by Transport Authority to tanker/truck, while handling chemicals for IPGCL/PPCL.
 - c) Driver should be trained to meet any emergency in case occurred during handling/transportation of chemicals.

Dear Sir,

Please send your sealed offers for above items / materials indicated in the enclosed annexure strictly as per given instruction otherwise your offer shall be ignored.

1. IMPORTANT GUIDELINES

- Date of start of sale of NIT documents 12-12-2012 from 10.00 Hrs. to 16.30 Hrs.
- Last date of sale of NIT documents 27-01-2013 up to 17.00 Hrs.
- Date of receiving of tenders 28-01-2013 up to 1100 Hours.
- Date of opening of tenders 28-01-2013 at 1130 Hrs.

The above all activities will take place at 1st floor, 220 KV Sub-Station Building, Pragati Power Station, I.P. Estate, Ring Road, New Delhi – 110002.

2. Bids are to be submitted in two parts viz- **Part-A- Techno Commercial bid** containing complete technical details and all commercial aspects except prices, dully filled up Terms & Condition performa available in NIT document. The envelope containing the bids will be superscribed appropriately with the type of bid, tender no., due date etc. and other relevant details. **Part-B- Price Bid**-containing price element only.
3. EMD as applicable shall be accompanied with techno commercial bid only (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 can be furnished in any one of the forms as per instructions to bidders enclosed). Vendor availing exemption for EMD/tender fee, his envelope must be superscribed with **“NSIC/SSI Registration Certificate”** as the case may be. The details of EMD or NSIC/SSI Registration Certificate must be indicated on the top of envelope. **The EMD furnished shall be in favour of PPCL.**
4. The techno commercial bid only will be opened on the bid opening date. After techno commercial evaluation of the bids, the price bid of successful bidders will be opened (After the information to bidder) 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. Tender documents could be purchased on any working day from the office of DGM(C&M), 1st floor, 220 KV Sub-Station Building, Pragati Power Station, I.P. Estate, Ring Road, New Delhi – 110002, on or before the above time and date on presentation of Pay Order/Demand Draft of required tender fee in favour of PPCL, payable at New Delhi.
7. The complete tender documents can be down loaded from Web site www.ipgcl-ppcl.gov.in for tender number (1000003429 / PPS- III/ M-II / 12-13).The charges towards the tender documents (when NIT documents down loaded) shall be deposited as mentioned in NIT in favour of PPCL, payable at New Delhi through Demand Draft/Pay Order and be submitted physically with techno commercial bid.
8. The sealed tenders will be received up to 1100 hours on the above said date. In case, the date of opening of the tender happens to be holiday, the tenders will be opened on next working day.
9. Please fill in the blank space and confirm the details as per Performa for terms & conditions enclosed with the tender documents.
10. Tender should be submitted on your own letter head in prescribed format/guidelines in duplicate with all enclosures.
11. Response will be considered for registration with IPGCL for future requirement.

Yours faithfully,

Manager (MM-II)
For and on behalf of PPCL

Enclosures:

1. Instructions to Bidders
2. General Purchase Conditions
3. Instructions to Foreign Bidders
4. Performa for Bank Guarantee towards EMD
5. List of Non-Nationalized Banks for acceptance of Bank Guarantee.
6. Statement of Deviation
7. ECS Mandate
8. Performa for Terms & Conditions

CHECK LIST:-

1. Have you written Tender/ Enquiry No. & date of Opening on the top of envelope? Yes
2. Have you double ensured that you have written particulars of Banker's Cheque /DD/FDR/BG on a/c of EMD or NSIC/SSI details on the envelope? Yes
3. Have you ensured that proforma for T&C has been properly filled, signed and stamped by you ? Yes
4. Have you double ensured that quoted rates have been written in figures and words accurately? Yes
5. Have you ensured that you have initialled / signed on all the cuttings / overwritings, if there is any ? Yes
6. Have you filled the proforma for Statement of deviations in respect of T&C and technical specifications not accepted by you ? Yes
7. 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 IPGCL/PPCL. Yes

PRAGATI POWER CORPORATION LIMITED

INSTRUCTIONS TO BIDDERS

Tender will be opened in the presence of authorized representative of bidders, if they present themselves.

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.

1. The offer should be in sealed envelope and preferably be 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 also be considered subject to the fulfillment of the following: -
 - a. The FAX should have been transmitted before the due date and time for submission of bids.
 - b. 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) SHOULD BE SUPERSCRIBED ON THE ENVELOPE, FAILING WHICH THE OFFER MAY BE REJECTED.
4. (i). If tender enquiry is passed on to an agent / dealer, duly authorized by the vender to whom enquiry was sent originally a proper letter of authority 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-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.
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 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 requisite value as specified in separate envelope failing which offer are liable for rejection.
EMD may be furnished in any of the following forms.
 - a. Call deposit receipt fully pledged in favour of PPCL or Pay Order or Demand draft.
 - b. Bank Guarantee from a Nationalized Bank / other banks (as per PPCL approved list) irrevocable and operative till the validity of the offer (as per Performa).
 - c. National Savings Certificate duly endorsed in favour of PPCL.
 - d. Fixed Deposit Receipt issued by Nationalized banks endorsed by the Bank on whom it has been drawn.
 - e. Certified Cheque in favour of PPCL duly endorsed by the bank on whom it has been drawn.

NOTE:

- a) **No BG shall be accepted for EMD amount up to Rs. 25,000/-.**
- b) The earnest money will be forfeited on revocation of tender before the expiry of validity of the tender or on refusal to enter into the contract after the award is made by IPGCL/ PPCL to the tenderer within the validity period of offer.

- c) Small Scale Industries registered with the National Small Scale Industries Corporation 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. Tenderer seeking exemption should enclose a photocopy of valid registration certificate preferably attested by Gazetted Officer / Magistrate 1st class / self attestation (with name designation and office seal), giving details such as validity, stores and monetary limits failing which they run the risk of their offer not being opened.
7. The rates quoted shall be on Ex-works/ FOR dispatching Station basis and freight charges varying from 2% to 5% shall be loaded depending upon the distance of dispatching station. Material is to be dispatched through authorized transporter of IPGCL/ PPCL on Freight to pay basis, which have got a godown 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 as Excise Duty and S.T. shall be payable on Ex work price only and shall not be applicable on freight charges.
 8. Offer should be strictly as per the specification/ drawing/ Samples as spelt out in the enquiry. Deviations therefrom, 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.
 9. 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. Final dates of delivery shall be date of dispatch of materials evidenced by the relevant Good Receipt Note (GR). Wherever stage inspections and or pre dispatch inspection is involved, the vendor shall take into account 15 days notice to IPGCL/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 IPGCL/PPCL General Purchase conditions shall apply.
 10. IPGCL/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 quotations, 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, a copy of which enclosed with enquiry.
 13. All tenderers shall submit along with their quotation, a copy of latest Acknowledgement of Income Tax Return or else their quotation is 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 along with the offer.
 15. 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 for interest on the advance payment @ 1.5% of landed cost per months shall be considered.
 16. The prices quoted shall be exclusive of Excise duty and Sales Tax, The rate and nature of Sales Tax applicable shall be shown separately. Sales Tax will be paid to the seller 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 Sales Tax. In case the quoted goods are subject to Excise duty, the vendor shall have to furnish documentary evidence as proof of having paid the same. Requirement of concessional Sales Tax form if any may be clearly indicated in the offer. In case of variable excise duty, maximum quantum of excise duty will be loaded for comparison purposes.
 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 shall indicate the registrations number and enclosed copy of the registration certificate.
 18. Test certificate of Manufacturer/ Government Test House shall be required to be submitted wherever so stipulated.

19. 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 IPGCL/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.
21. The quoted rates must be firm till the complete executions of the contract and must be valid for a period of FOUR MONTHS 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 in price bid envelope.
23. 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.
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 the Nationalized Bank validity for 12 months from the date of use of or 18 months from the date of dispatch, whichever is applicable with three month's claim period, against any manufacturing defects/ poor workmanship/ poor performance that in case of any deficiencies are found during this period, supplied material shall be repaired/ rectified/ replaced free of cost.
25. 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.
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 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.

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 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.**

29. Bidders should note that printed terms & conditions shall not be considered for evaluations purposes unless otherwise specifically mentioned in the offer itself.
30. Bidder should quote their prices clearly mentioning regarding Transit Insurance i.e. to vendor's account/ IPGCL-PPCL account. In case it is not mentioned a loading of 0.25% shall be done on their offer towards insurance charges.
31. In case, any clause is not acceptable to the tenderers, 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.
32. IPGCL/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.
33. Bidders should note that the exchange rate applicable on the Bid Opening Date shall be considered for Evaluation purposes in case offers are submitted in foreign currency.
34. Bidder should submit your quality plan along with offer to undertake PDI.
35. IPGCL/PPCL may, at its sole discretion, blacklist/debar any supplier contractor for participating in any tendering process with IPGCL/PPCL, who indulges or is suspected to be indulged in unethical practices while dealing with IPGCL/PPCL.

GENERAL PURCHASE CONDITIONS

Definitions:

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

1. **Supplier/Venders:** 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.
2. **Purchaser/Owner:** Shall mean Indraprastha Power Generation Company Ltd. A Company incorporated in India under the Companies Act, 1956 having its registered office at Himadri, Rajghat Power House Complex, New Delhi-110 002 and shall include its permitted successors and assign.
3. **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.
4. **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 meaning 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.
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 then the delivery period specified and accepted in the Purchase Order.
6. **Taxes, Levies and Duties:** Sales Tax, Levies and any other duties payable shall be shown separately in the invoice. This shall be to the account of the Purchaser/ Owner, unless otherwise mentioned in the Purchase order.
7. **Flexibility of supply:**
 - a) IPGCL reserves the right to place order on more than one tenderer for Flexibility of Supply and if the L-1 price is within the approved limit of estimate then all the technically accepted tenderer will be asked to match their price with L-1 rate for distribution of the items to be ordered. Only the tenderer who agree to match their price with L-1 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 L-1 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 materials / equipment shall be rejected and returned to the vendor for repair/ modification etc. or for replacement. In such cases, all expenses including the to-and-fro freight, repacking charges etc. shall be to the account of the vendor.

9. Inspection by the purchaser and or his authorized representative or failure by the purchaser and/or his authorized representative to inspect the material/ equipment shall not relieve the vendor of any responsibility or liability under this Purchase order in respect of such material/ equipment and shall not be interpreted in any way to imply acceptance thereof by the Purchaser.
10. 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 cases, vendor shall adhere to the inspection and fees shall be to the vendor's accounts unless agreed to the contrary and specified in the Purchase Order.
11. **Access to Vendors' Premises:** The Purchaser and/or his authorized representative shall be provided 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.
12. **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-authorized representative. A notification to this effect will be issued to the vendor normally within 30 days from the date of the 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 materials 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 shall be recoverable from the vendor.
13. **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 (Finance)(SB). **ECS mandate form (Attached herewith) duly filled in may be submitted along with the offer to facilitate release of payment through ECS.**
14. **Additions/ Alterations/ 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.
15. **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. Delivery of the equipment/ materials described shall be deemed to constitute acceptance of this order and terms & conditions by the vendor at the price specified.
16. **Liquidated Damages for Delay in Delivery:**
 - a. 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 from 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.
 - b. 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.
 - c. Alternatively the purchaser may cancel the Order completely or partly without prejudice to his right under the alternative mentioned above.

- d. 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 vendors failure to comply with the scheduled delivery irrespective of the fact whether the materials/ equipments are similar or not.
16. **Source of Supply:** The vendor shall ensure that the indigenous capacity is utilized to the fullest extent possible in 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 affecting the contractual delivery schedule.
17. **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.
18. **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 materials issued to him, by the purchaser and release facilities, if any provided by the Purchaser.
19. **Cancellation:** The Owner reserves the right to cancel the Order in part or in full by giving one week advance notice thereby if.
- (a) The vendor fails to comply with any of the terms of the order.
 - (b) The vendor becomes bankrupt or goes into liquidation.
 - (c) The vendor makes general assignment for the benefit of the creditors and
 - (d) Any Receiver is appointed for the property owned by the vendor.
20. **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.
21. **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, rule 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 vender and the purchaser shall not be responsible in any manner whatsoever.

22. **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.
23. **Vendor Drawing & Data:** All drawings, data and documentation in respect of the ordered items are an integral part of the Purchaser 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 vender shall ensure strict compliance to this schedule.
24. **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 endeavors to ensure that the above information is kept confidential. All such information shall also remain the absolute property of the purchaser.
25. **Spare parts, Oils & Lubricants:** Wherever applicable, the vendor shall furnish item wise price list of spares 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.
26. **Vendor Liability:** Vender 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 no limited to employees and for damage to the property arising out of or in connection with the performance of the work under the Purchase Order.
27. **Purchaser Materials:**
 - a) In case, the Purchaser has to supply Free Issue Materials under 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 Performa of the Bank Guarantee Indemnity bond approved by the Purchaser.

- b) Wherever possible such Free Issue Materials 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/ Goods Depot to be specifically confirmed by the vendor. The vendor at his own cost and responsibility shall arrange the loading/ unloading and any further handing of such materials for the siding/destinations.
- c) 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-à-vis the delivery schedule.
- d) 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 off 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 IPGCI /PDCI

28. **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 dispatched as per the relevant terms of the Purchase Order. In case any mode of transports has to be resorted to other than that mentioned in the Purchaser Order the same shall be done only after obtaining prior approval in writing from the Purchaser. All movement sections 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 consignee 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.

- 29. **Sale Conditions:** With the vendor's acceptance of the provision of this Purchase Order, he waives and consider as cancelled any of the general special/sales conditions.
- 30. **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.
- 31. **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 these orders 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 free of cost to 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, and 5% in the case supplies, as per the Performa enclosed towards the performance guarantee. Bank Guarantee shall be from any nationalize bank or other banks as per IPGCL / PPCL approved list. Purchaser shall at his discretion have recourse to the said Bank Guarantee for the recovery of any or all amount due from the vendor in connection with the recovery of any or all amount due from the vendor in connection with 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 commission 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.

32. **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 violations to this effect without taking prior written approval from the purchaser is not permissible.
33. **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 dispatch / approved transport as per PO (iv) late receipt of invoice or due to violation of any other clause/clauses of the purchase order 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.
34. **Purchase Order Acceptance:** The successful bidder 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.
35. **Arbitration:**
 - a. 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 MD of the IPGCL/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.
 - b. 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.
 - c. 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 MD of IPGCL/PPCL to appoint another Arbitrator in place of outgoing Arbitrator.

- d. It is further in terms of this 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.
 - e. The Arbitrator may from the time to time, with the consent of all parties extend the time in making the award.
 - f. The cost incidental to the arbitration shall be the discretion of the Arbitrator. The arbitration shall be conducted at New Delhi.
 - g. 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.
 - h. In the event of disputes or differences arising between the Public Sector Enterprises and a government, the provision of BPE office memorandum BPE/GL-001/76/MAN/2110-75-BPE (GML-1) dt. 1st Jan. 1976 shall be applicable.
 - i. The arbitrator shall give his speaking or reasoned award with respect to the disputes referred to him by either of the parties.
36. **Jurisdiction:** The Court at Delhi shall have exclusive jurisdiction to entertain and the matters arising out of this contract. All proceedings shall be dealt with Indian Laws.
37. **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.

Vendor's Signature _____

Name and Address _____

Addl. G.M. (C&M)
For and on behalf of
IPGCL/PPCL

PRAGATI POWER CORPORATION LIMITED

**LIST OF NON-NATIONALISED BANKS,WHOSE ISSUED DOCUMENTS / BANK
GUARANTEE ARE ACCEPTABLE TO IPGCL / PPCL,
{OTHER THAN NATIONALISED BANKS}**

The List of banks whose issued documents / bank guarantees are acceptable to IPGCL/PPCL {other than nationalized banks} are as under:

1.	Bank of America
2.	Bank of Tokyo
3.	Banque Indo Suez
4.	Bank National de Paris
5.	Citi Bank N.A
6.	Deutsche Bank (Asia) Aktienge Sellschaft
7.	ICICI Bank
8.	Hong Kong and Shanghai Banking Corporation
9.	Standard Chartered Bank
10.	Sanwa Bank
11.	Sumitomo Bank
12.	Society Generale Bank
13.	Credit Lyonnais
14.	Barclays Bank
15.	Royal Bank of Scotland
16.	Svenska Handels banken SA.
17.	Credit Suizse First Boston.
18.	Vyasya Bank.
19.	AXIS Bank.
20.	Bank of Punjab
21.	HDFC Bank.
22.	IDBI 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 for 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 figure)	Rs. (In words)
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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

LETTER OF AUTHORITY – PROFORMA

(To be furnished on the principal's letter head)

**Indraprastha Power Generation Company Limited /
Pragati Power Corporation Ltd.,
New Delhi-110002**

Ref: Tender Notice No. _____

Dear Sirs,

In connection with your above captioned invitation to bid M/s
_____ (Name and 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 contract, if
awarded, directly to the company / authorized dealer.

Under signed is duly authorized by the company to issue and appoint agent/authorized dealer
to quote on behalf of the company.

Thanking you,

Yours faithfully,

For and on behalf of _
_____ Name _____ Designation _____

Encl: As above

(On 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:

Pragati Power Corporation Limited,
Rajghat Power House,
New Delhi-110002

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 Indraprastha Power Generation Company (hereinafter referred to as Company) amounting to Rs. _____ and tenderer in lieu of EMD can submit Bank Guarantee from a nationalized bank irrevocable and 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 Indraprastha Power Generation Company Ltd. 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 as 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 decalred that it shall not be necessary for the Company to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, not withstaniding any security which the Company may have obtained or shall obtain form the contactor 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 dispurte 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 inforce 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 thereunder.

Date _____

Place _____

(Signature) _____

(Printed Name) _____

(Designation) _____

(Bank's common seal) _____

Witness With full name & Address)

Authority No.

(1) _____

(2) _____

**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 Case Credit with Code 10/11/13)
 - E. LEDGER NO. /LEDGER FOLIO NO. :
 - 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 passbook 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.

(The non-judicial stamp paper of appropriate value and published in the name of executing bank)

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

Ref.....

Bank Guarantee NO.

Date : _____

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

Dear Sirs,

In the consideration of the Pragati Power Corporation Limited (herein after referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof includes its successors, administrators and assigns) having awarded to M/s _____ with its Registered/Head Office at _____ herein after referred to as contractor which expression shall unless repugnant to the context or meaning, thereof include its successors, administrator, 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 into a contract bearing No. _____ dt. _____ valued at _____ for _____ and the contractor (scope of work) 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 of the owner.

We _____ (name & address) having its head office at _____ (a hereinafter referred to as the 'Bank' which expression shall unless repugnant to the context or meaning thereof include its successors, administrator, executors and assigns) do hereby guarantee and undertake to pay the owner immediately on demand any or all money all payable by the contractor to the extent of _____ as aforesaid and any time up to _____(days/months/year) without any demur, reservation, recourse, contest or protest and or without any reference to the Contractor. Any such demand made by the owner on the Bank shall be conclusive and binding, notwithstanding, any difference between the owner and the Contractor or any dispute pending before any court, Tribunal, Arbitrator or any other authority. 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 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 forebear to enforce any covenants contained or implied in the contract between the owner & the contractor or any other course or remedy or security available to the owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to matters aforesaid or any of

the other indulgence shown by the owner or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

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

Notwithstanding anything, contained herein above, our liability under this guarantee is restricted to _____ and it 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 this _____ day of _____ 200 ____ at _____.

Witness _____ (Signature)

Signature _____ Name

Designation with Bank Stamp

Name _____

Official Address Attorney as per Power of Attorney
No.
Date:

*The sum shall be ten percent 10% of the contract price.
Validity of the Bank Guarantee should be 90 days in excess of the period which it is required.

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

To,
**PRAGATI POWER CORPORATION LIMITED,
HIMADRI COMPLEX, RAJGHAT POWER HOUSE,
NEW DELHI – 110 002**

1. In consideration of the Pargati Power Corporation Co. Ltd. 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 administrators, successors and assigns) having agreed under the terms and conditions of the Award Letter bearing no. _____ dated _____ issued by IPGCL, 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 provided for Rs. _____ (Rs. _____ only) from a Nationalized 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 bills, for the due fulfillment 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 time to the extent of Rs. _____ (Rupees _____ Only) against any loss or damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by the Company by reason of any breach or breaches by the said Contractor of any of the terms and conditions contained in the said contract and to unconditionally pay the amount claimed by the Company on demand and without demur to the extent aforesaid.
2. We _____ Bank, further agree that the Company shall be the 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 decision of the Company that the said contractor has committed such breach or breaches and as to the amount of loss, 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 and conditions governing the said contract have been fully paid and its claim satisfied or discharged and till the Company certifies that the terms and 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 to vary any of the terms and 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 and 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 whatsoever 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 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 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.

For and on behalf of (the Bank)

In presence of Witness

1. _____
2. _____

Signature _____
Name and Designation _____

Authorization No. _____
Date & Place _____
Bank's Seal _____

2. ****Validity of the Bank Guarantee should be 90 days in excess from the date of dispatch of materials.

PRAGATI POWER CORPORATION LIMITED

MATERIAL MANAGEMENT DEPARTMENT

PERFORMA FOR TERMS & CONDITIONS

[Please fill in the blank space and mark (√) 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. **Central / State Sales Tax Registration No.** : _____
3. **DGS & D Regn. No. if any**
(Please enclose a copy of DGS&D Rate Contract,
If applicable) : _____
4. **NSIC/SSI Registration No. if any**
(Please enclose an attested copy of NSIC/SSI
Registration Certificate) : Validity:-
Monetary Limit(if applicable)_____
5. **Tender Enquiry No., Date & due date** : _____
6. **Offer / Quotation No. and date** : _____
7. **Price Basis (FOR)** : FOR Destination
: Ex-Works
8. **Packing and Handling Charges** : Including @.....%age
: Excluding @.....%age
9. **Excise Duty** : Nil
: Not applicable
: Inclusive @.....%
: Excluding @.....%
10. **VAT / CST** : Nil
: Inclusive @.....%
: Excluding @.....%
11. **Freight Charges** : Nil
: Excluding @.....%
12. **Terms of Payment** :As per NIT (as per sr. no. 15 of
Instruction to bidders page no. 11 of 20)
: Given in deviation statement
13. **Bank Charges (if applicable)** : To respective account
: To seller account
: Given in deviation statement
14. **Delivery Period** : Within_____ weeks/days from the
date of receipt of order.

15. **Mode of Despatch** : Through approved / reputed transporter on door delivery basis.
16. **Earnest Money Deposit (IPGCL / PPCL reserves the right to reject / consider Offer without EMD)** :Rs.by
No.....in favour of PPCL payable at New Delhi
17. **Confirmation of submission of Performance Bank Guarantee (Not applicable for Bulk-chemicals with Staggered supply)** : Accepted
: Not Accepted
18. **Transit Risk Insurance** : On Vendors account
: On IPGCL / PPCL account.
19. **Validity** :120 days from Bid Opening Date.
: Given in deviation statement
20. **Part Order** : Acceptable
: Not acceptable
21. **Recovery for delay in delivery(as per sr. 14 of general purchase conditions page no. 13 of 20)** : Acceptable
: Not acceptable
: Given in deviation statement
22. **Price Variation (as per sr. no. 21 of instruction to bidders page no. 12 of 20)** : Acceptable
: Not acceptable
23. **Rate Certificate** : The price quoted herein are not more than being charged from other Govt. / Semi Govt. / PSU's.
24. **Guarantee (Not applicable for bulk-chemicals)** : 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.
: Not applicable
: Given in deviation statement
25. **Interchangeability (if applicable)** : It is certified that the quoted items are interchangeable with the items existing in IPGCL/PPCL and if fails to interchange, the same shall be replaced free of cost.
: Not applicable
: Acceptable
:Not acceptable
26. **Security (as per sr. no. 23 of instruction to bidders page no. 12 of 20)** : IPGCL / PPCL can change the quantity to the extent of $\pm 20\%$.
: Not acceptable
: Given in deviation statement
27. **QVC** : By the authority assigned by IPGCL/PPCL
:Acceptable
: Not acceptable
: Given in deviation statement
28. **PDI (If applicable)** :
:Acceptable
: Not acceptable
: Given in deviation statement
29. **Quantity Tolerance (If applicable)** : \pm %age of quoted quantity

: Not Applicable

: Given in deviation statement

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:

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 the bidder.

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

- 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 and 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 returned by IPGCL/PPCL.
- 2) SD in the form of BG should be in the format given at page no 22 to 24 of NIT and should have a validity of 90 days in excess to the expected date of delivery as per PO.
- 3) EMD/SD/PBG to be addressed to IPGCL or PPCL according to PO. All documents pertain to EMD/SD/PBG shall be sent to C&M deptt of IPGCL/PPCL.
- 4) The exemption of EMD in lieu of registration with NSIC/ State Director of Industries is not applicable for the case of SD.
- 5) The following procedures shall be followed for preparation of CS as per offer submitted (adverse loading on each factor will be done for comparison 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 (whenever parties have quoted 100% through Bank /advance against our standard payment terms of 100% after receipt and acceptance of Materials within 30 days.). In case of payment through bank, loading for a period of 30 days and in case of advance payment along with PO, the loading for the 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 if Transit insurance in IPGCL/PPCL scope.

Loading procedure

Basic Price –

Packing & Forwarding charges (on basic price only)

Excise duty on (Basic + P&F)

Sales Tax on (Basic + P&F + ED)

Freight on (Basic + P&F+)

Insurance on (Basic + P&F+ED+ST)

Payment Term Loading on (Basic + P&F + ED + ST)

Note: a) In case of variable prices, variable excise duty etc 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 Excise duty as applicable at the time of despatch & specifies the present rate of Excise duty (a numeric percentage or nil), in such case the offer shall be evaluated considering the maximum rate of ED applicable for the product as per Excise Tariff of Government of India or as evident from other bids received in the tender. However, the liability of IPGCL shall be as per actual ED applicable at the time of despatch, subject to production of Excise Invoice. c) Further the rate of ED shall be restricted to as applicable within the contractual delivery period only. Increase in ED rate, if any due to delay in supply beyond the contractual delivery period shall not be payable by IPGCL. However, the benefit of any decreases in ED shall be passed on to IPGCL.

In case bidders quote with fixed rate of ED or Specify ED as NIL, the offer shall be evaluated accordingly and payment shall be restricted accordingly. This is subject to submission of Excise Invoice copy for having actually paid the Excise Duty or otherwise but claim for any upward revision will not be accepted at a later stage. In case of price inclusive of ED or firm price excise 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 Enterprise Development Act 2006).

8) The offers received through FAX will be rejected up-rightly. Clause No-1 of Instruction to bidders (page No 10 of 24) in NIT may be read accordingly.