



**अरावली पावर कम्पनी प्राइवेट लिमिटेड**

(एनटीपीसी, एचपीजीसीएल एवं आइपीजीसीएल का संयुक्त उद्यम)

**Aravali Power Company Private Limited**

(A JOINT VENTURE OF NTPC, HPGCL AND IPGCL)

**Annexure-II**

**INSTRUCTIONS TO BIDDERS**

- (i) **Due Date & Time for submission of Bids** : \_\_\_\_\_ till 2:30 p.m.  
(ii) **Due date & time for opening of Bids** : \_\_\_\_\_ at 3:00 p.m.

**Tenders will be opened in the presence of authorised 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.

**2. OFFER MUST BE PRERRABLY TYPED & SUBMITTED IN DUPLICATE.**

**3. THE ENQUIRY NO., BID DUE DATE AND DETAILS OF EARNEST MONEY DEPOSIT (EMD) SHOULD BE SUPERSCRIBED ON THE ENVELOP, FAILING WHICH THE OFFER MAY BE REJECTED.**

4. (i) If the tender enquiry is passed on to an agent / dealer duly authorised 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 alongwith the bid.

ii) In case of any change in the name of the company / address viz-a-viz 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, alterations if any, should be made clearly by crossing the whole entered rate and last corrections should be attested by the bidder 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. **EARNEST MONEY DEPOSIT (EMD) / BID SECURITY**

- 6.1. The Bidder shall furnish, as a part of his Bid an EMD in the amount of Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only), in a separate envelope, superscribed on the top as under:-

**“ORIGINAL BID SECURITY FOR \_\_\_\_\_ (NAME OF PACKAGE) SPECIFICATION NO. \_\_\_\_\_ (DATE OF BID OPENING) DUE DATE OF BID OPENING \_\_\_\_\_ (NAME OF THE BIDDER).”**  
**FROM \_\_\_\_\_**

- 6.2. The EMD shall, at Bidders option, be in the form of a crossed Demand Draft / Pay Order / Banker's Cheque, or a Bank Guarantee from any of the banks specified in the bidding documents.

The format of Bid Guarantee towards EMD shall be in accordance with the form of EMD included in the bidding documents. The EMD shall remain valid for a period of forty five (45) days beyond the original Bid validity period or beyond any extension in the period of Bid validity subsequently requested.

- 6.3. Wherever Bids under Joint Venture route are permitted as per the Qualifying Requirement in the Bidding Documents, the EMD of the Joint Venture must be on behalf of all the partners of the Joint Venture.

- 6.4. Any bid not accompanied by an acceptable EMD in accordance with aforesaid provisions shall be rejected by the Owner as being non-responsive and returned to the Bidders without being opened.

- 6.5. The EMD of all the unsuccessful Bidders will be returned as promptly as possible, but not later than one (1) month after the expiration of the bid validity period.

- 6.6. The EMD of successful Bidder to whom the Contract is awarded will be returned when the said bidder has furnished the required Contract Performance Guarantee / Security deposit pursuant to INB Clause 23 & 24.

- 6.7. The EMD shall be forfeited in any of the following circumstances by the Employer / Owner without any notice or proof of damage to the Owner, etc.:-

- a. If the Bidder withdraws or varies its Bid during the period of Bid validity specified by the Bidder in the Bid form,
- b. If the Bidder does not withdraw any deviation listed in prescribed Deviation Schedule of BPS at the cost of withdrawal indicated by him,



- c. If the Bidder refuses to withdraw, without any cost to the Owner, any deviation not listed in prescribed Deviation Schedule of BPS but found elsewhere in the Bid,
- d. In the case of a successful Bidder, if the Bidder fails within the time limit, to furnish the required Contract Performance Guarantee / Security Deposit in accordance with INB Clause 23 & 24.

6.8. 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 Directorate of Industries. Tenderers seeking exemption should enclose a photocopy of valid registration certificate preferably attested by Gazetted Officer / Magistrate 1<sup>ST</sup> class, giving details such as validity, stores and monetary limits, failing which they run the risk of their tenders being passed over as ineligible for this concession. SSI units in the State of Haryana are also entitled for exemption of EMD.

- 7. The rates quoted shall be on Ex-works / FOR despatching Station basis and freight charge varying from 2% to 5% shall be loaded depending upon the distance of despatching station. Material is to be despatched through authorised transporter of APCPL on Freight to pay basis. However, if the vendor quotes on FOR destination station / FOR Despatching station / ex-works but freight paid upto destination basis, packing and forwarding and freight components should be shown separately as E.D. and S.T. shall payable on Ex-work price only and shall not be applicable on freight charges.
- 8. Offer should be strictly as per the specification / drawings / Samples as spelt out in the enquiry. Deviations there from, if any, shall be clearly spelt out by the bidder. In case no such deviations are indicated, it shall be taken for granted that the item has been offered strictly as per requirements given in the enquiry.
- 9. Bidder should base his offer on the delivery schedule indicated in the enquiry. In case of any deviation, the bidder 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 the date of despatch of materials evidenced by the relevant Goods Receipt Note (GR). Wherever stage inspection and / or pre-despatch inspection is involved, the vendor shall take into account 21 days notice to APCPL 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 APCPL General Purchase Conditions shall apply.
- 10. APCPL reserves the right to accept or reject any / all offers without assigning any reason thereof to increase / decrease the tendered quantity. The quoted rates, terms and conditions shall apply.
- 11. In case of non submission of quotations, bidder may send a regret letter and return all drawings etc. if any, enclosed with the enquiry.



12. Order placed as a result of this enquiry shall be subject to the purchaser's General Purchase Conditions, a copy of which is enclosed. Bidder is requested to confirm acceptance in to to in their offer.
13. All bidders shall submit along with their quotation latest valid Income Tax Clearance Certificate or else their quotations are liable to be rejected.
14. Make / Brand of the item offered shall be specified failing which offers are liable for rejection. One copy of detailed descriptive literature / pamphlets shall be enclosed along with the offer.
15. Our standard terms of payments 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 % of landed cost per month shall be considered.
16. The prices quoted shall be exclusive of Excise duty and Sales Tax. The rate and nature of Sales Tax / VAT 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 bidder 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 registration number and enclosed copy of the registration certificate.
18. Test Certificate of Manufacturer / Govt. 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, lustre, feel etc. Bidder shall submit samples freight paid, through registered post / parcel / road transport and should ensure that samples reach APCPL within the stipulated date and time. No cognizance will be given to such samples which are received after the specified date and time.
20. Bidders shall certify that the quoted rates are as applicable to Govt. Deptts. / Public Sector undertakings.
21. The quoted rates must be firm till the complete execution of the contract and must be valid for a period of THREE MONTHS from the date of opening of tenders for placement of order.
22. Bidders are requested to fill in the enclosed proforma for Terms and Conditions and submit the same alongwith their offer in DUPLICATE.



23. In case of placement of an order, the bidder shall be required to furnish Security Deposit @5% of the order value. The Security Deposit may be furnished in any of the forms as detailed in Clause No. 6.
24. In the event of an order, if asked for, the successful bidder shall be required to furnish a Performance Bank Guarantee @10% of order value from any Nationalized Bank valid for 12 months from the date of use or 18 months from the date of despatch, 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.
25. The list of customers to whom bidder had supplied similar equipment in the past alongwith the purchase order number and date etc. and performance if any, should be furnished.
26. In case the material offered is of ISI mark / tested at any Govt, recognised test house, copies of relevant test certificate should be enclosed with the offer.

27. **COST COMPENSATION FOR DEVIATIONS**

Deviations specifically declared by the bidders in the respective Deviation 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 prices for the withdrawal of deviations are not furnished by the bidder, the owner 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 owner will use parameters consistent with those specified in the specifications and documents and / or other information as necessary and available to the Owner. In case the bidder refuses to withdraw the deviations at the cost of withdrawal indicated by the bidder in the Deviation Schedules, the bid security of the bidder may be forfeited.

Bidders may note that deviations variations and additional conditions etc. found elsewhere in the bid other than those stated in the Deviation Schedules, 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 refuses to withdraw, without any cost to the Owner, those deviations which the bidder did not state in the Deviation Schedules, the bid security of the bidder may be forfeited.

28. Bidders 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 authorisation letter from the company. However, due to declaration of unexpected holiday or any unforeseen circumstances if 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 and conditions shall not be considered for evaluation purposes unless otherwise specifically mentioned in the offer itself.



30. Bidders should quote their prices excluding insurance charges as all transit insurance will be covered by APCPL open policy. To this effect loading of 0.15% shall be done on their offer towards insurance charges.
31. In case any clause is not acceptable to the bidders, 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 the clauses mentioned herein above are acceptable to bidder.
32. The offers should be **valid for a period of 90 days** from the date of bid opening.
33. APCPL at its **sole discretion unilaterally can change the quantity to the extent of +/- 20% as indicated in** the NIT unless otherwise specified. The bidder would be bound to supply these quantities on the same terms & conditions of price 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.

(Vendor's Signatures)  
Name & Address







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Aravali Power Company Private Limited  
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ANNEXURE-III

PROFORMA FOR TERMS AND CONDITIONS

Please fill in the blank space and send the same along with your offer in duplicate otherwise your offer will be either treated as non responsive or suitably cost compensated for deficiencies as deemed fit by the Company.

|      |   |   |
|------|---|---|
| 1    | Name of the Company/firm  |   |
| 2(a) | TIN NUMBER - (MANDATORY)  |   |
| 2(b) | PAN NUMBER -(MANDATORY)   |   |
| 3    | DGS & D Registration No. if any<br>( please enclose copy of Rate Contract, if applicable) |   |
| 4    | NSIC / SSI Registration No. if any<br>( Enclose copy)                                     |   |
| 5    | Tender Enquiry No. Date & Due Date  |   |
| 6    | Offer/Quotation No. & Date  |   |
| 7    | Price Basis (FOR)   |   |
| 8    | Discount  |   |
| 9    | Packing & Forwarding Charges  |   |
| 10   | Excise Duty   |   |
| 11   | Sales Tax   |   |
| 12   | Freight Charges   |   |
| 13   | Terms of Payment  |   |
| 14   | Bank Charges  | To be borne by seller   |
| 15   | Delivery Period   | Within ..... week/days from the date of receipt of purchase order.  |
| 16   | Mode of Despatch  | By Road (Material is to be despatched through bank approved transporter or APCPL approved transporter M/s ..... only) |
| 17   | Earnest Money Deposit (APCPL reserves the right to reject /consider offer without EMD)    | Rs. .... by .....<br>No. .... in favour of APCPL payable at Jharli/Bahadurgarh (Haryana)                              |
| 18   | Confirmation for submission of Performance Bank Guarantee                                 |   |
| 19   | Guarantee Period  |   |









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We confirm acceptance towards the following

|    |                                    |   |
|----|------------------------------------|---|
| 20 | Transit Risk Insurance             | Insurance shall be arranged by APCPL against their own insurance policy.  |
| 21 | Validity                           | 90 days from due date   |
| 22 | Part Order                         | Acceptable  |
| 23 | Recovery for delay in delivery     | In case of delay in execution of order beyond stipulated date of delivery /delivery schedule, APCPL reserves the right to recover from vendor sum equivalent to 0.5% of the value of delayed material/equipment for each week or part there of subject to maximum of 5% of the total value of Purchase Order. |
| 24 | Price Variation                    | The price quoted shall remain firm till complete execution of order.  |
| 25 | Rate Certificate                   | It is certified that the price quoted herein are same as applicable to other Govt. Deptt. / PSUs  |
| 26 | Guarantee Certificate              | Material quoted shall be guaranteed for a period of 18 months/ 12 months from date of supply /use whichever is early against manufacturing defects/ poor workmanship etc.   |
| 27 | Interchangeability (If applicable) | It is certified that the quoted items are interchangeable with the items existing in APCPL and if fails to interchange , the same shall be replaced free of cost.   |

(Signature of Bidder with Name,  
Designation & official Seal)









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**Annexure-IV**

**INDIRA GANDHI SUPER THERMAL POWER PROJECT, JHAJJAR**  
**Post: Jharli, District: Jhajjar (Haryana)**

**GENERAL PURCHASE CONDITIONS**

**1. Definition:**

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

**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.

**Purchase / Owner:** Shall mean Aravali Power Company Private Limited, a company incorporated in India under the Companies Act. 1956, having its Registered office at NTPC BHAWAN, SCOPE COMPLEX, Core-7, Institutional Area, Lodhi Road, New Delhi – 110 003 and shall include its permitted successors and assigns.

**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 meaning as if called for and shown both in the specification and drawings. In case of conflict between the specifications and drawings, the decision of the Purchaser or his duly authorised representative shall be final and binding.

**4. Price Basis:**

Price mentioned in the Purchase Order shall be firm and not subject to escalation 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.

**5. 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.

**6. Inspection / Checking Testing:**

All materials / equipments manufactured by the vendor himself and / or his sub-vendor against the Purchase Order shall be subject to inspection, check and / or test by the Purchaser or his authorised representative at all stages and places, before, during and after the manufacture. All these tests shall be carried out in the presence of Owner and / or his authorised representative. Vendor shall notify the Purchaser at least 10 days in advance when the material / equipment is ready for inspection. If upon delivery, the material / equipment does not meet the



specifications, the materials / equipment shall be rejected and returned to the vendor for repairs / 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.

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 this Purchase order in respect of such material / equipment not be interpreted in any way to imply acceptance thereof by the Owner.

Whenever specifically asked for by the Owner and / or his duly authorised 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 / testing procedure laid down by such agencies. All expenses including inspection fees shall be to the vendor's accounts unless agreed to the contrary and specified in the Purchase Order.

7. **Access to Vendors Premises:**

The Owner and / or his authorised 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.

8. **Removal of Rejected Goods and Replacement:**

If upon delivery, whether inspected and approved earlier or otherwise, the material / equipment is not in conformity with the specifications, the same shall be rejected by the Purchaser or his duly authorised representative and notification to this effect will be issued to the vendor normally within 30 days from the date of Receipt 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 of such rejected items in any manner as he may think fit. All expenses shall be recoverable from the vendor.

9. **Terms of Payment:**

The payment will be made by the Owner to the vendor in accordance with the terms and conditions specified in the Purchase Order. All payments shall normally be made from the office of the Purchaser.

10. **Additions / Alterations / Modifications:**

The Owner 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 Purchaser Order or the amendments therein, the rates for such additional work shall be negotiated and mutually agreed.

11. **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 and Conditions by the vendor at the price specified.



12. **Liquidated Damages for Delay in Delivery:**

- 12.1. 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 Owner 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.
- 12.2. 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.
- 12.3. Alternatively the purchaser may cancel the Order completely or partly without prejudice to his right under the alternatives mentioned above.
- 12.4. In event of recourse to alternative 12.2 and 12.3 above, the Owner 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 schedule delivery irrespective of the fact whether the materials / equipments are similar or not.

13. **Source of Supply:**

The vendor shall ensure that the indigenous capacity is utilised 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 license without affecting the contractual delivery schedule.

14. **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 shall keep the Purchaser indemnified in that regard in the event of any equipment / material or part thereof supplied by the vendor is involved in any suit or other proceedings held to constitute 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 replace it with a non-infringing material / equipment or modify it so it becomes non infringing.

15. **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 / calender majeure. A notification to this effect duly certified by local chamber of commerce / statutory authorities shall be given by the vendor to the Owner by registered letter. In the event of delay due to such causes, the delivery schedule will be extended for a length of time equal to the period of force majeure or at the option of the Owner, the order may be cancelled. Such cancellation, would be without any liability whatsoever on the part of the Owner. 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.

16. **Cancellation:**

The Owner reserves the right to cancel the Order in the part or in full by giving one weeks 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.

17. **Waiver:**

Any waiver by the owner of any breach of the terms and conditions of the Order shall not constitute any subsequent breach of the waiver of any other right or conditions.

18. **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 thereunder, labour agreements, working conditions and technical codes and requirement 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. All laws, rules and regulations required to be 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 owner shall not be responsible in any manner whatsoever.

19. **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 owner shall be void. The purchaser shall have the right to cancel the order and to purchase the goods from elsewhere and the supplier shall be liable to the purchaser for any loss or damage which the purchaser may sustain in consequence or arising out of such purchase and the vendor shall indemnify such loss or damage to the owner.

20. **Vendors Drawing & Date:**

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. The schedule for submission of these documents by the vendor and the required number of copies shall be specified by Purchaser. The vendor shall ensure strict compliance to this schedule.

21. **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 the Order to 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.

22. **Spare Parts, Oils & Lubricants:**

Wherever applicable, the vendor shall furnish item wise price list of spare parts required for two years operation of the equipment ordered. The vendor shall also provide the necessary instructions and drawings to identify the spare part numbers and their location as well as an interchangeability chart. The vendor shall recommend the quality of oils and lubricants required to be used in the operation of the equipment supplied under this Order for a continuous operation for a period of at least one year.



23. **Vendors Liability:**

Vendor hereby accepts full responsibility and indemnifies the Purchaser and shall hold the Purchaser harmless from all acts of omissions and commissions on the part of the vendor, his agents, his subcontractors 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 Purchase Order.

24. **Purchasers Materials:**

- (a) In case the Purchaser has to supply Free Issue Materials under the 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.
- (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 cannot be consigned to his siding, the same shall be consigned to the public siding / Goods Depot, to be the specifically confirmed by the vendor. The loading/unloading and any further handing of such materials for the siding / destination shall be arranged by the vendor at his own cost and responsibility.
- (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 fabrication vis-à-vis the delivery schedule.
- (d) Unused material 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 the Purchaser the sale proceeds of such sale of the materials deducting there from expenses incurred by him on such sale, (the quantum of such deduction to be mutually agreed upon in advance between the Purchaser and the vendor) by means of D.D. in favour of APCPL.

25. **Packing and Marking:**

All goods shall be securely packed in cases, bundles, crates etc. suitable for Rail / Road / Sea transport. All exposed services / connections, protrusions 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 the vendor shall obtain clean railway / goods receipts without any qualifying remarks.

All packages and unpacked materials shall be marked on at least two places indicating the name of the Purchaser / Consignee, Purchase Order No., gross and net weights, and dimensions with indelible paint in English. In case of bundles, 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 transports 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 sections, loading permissions etc. from the railway authorities shall be obtained by the vendor. The vendor shall communicate the relevant despatch particulars immediately on despatch by telex / telegram to the consignee as specified in the Purchase Order.



The vendor shall also forward original and copies of despatch documents to the concerned authorities as required in the Purchase Order within two days from the date of despatch, failing which the vendor shall be responsible for any delay in payments of consignment for want of documents and consequent demurrage, detention charges, etc.

26. **Sale Conditions:**

With the vendors acceptance of the provisions of this Purchase Order, he waives and considers as cancelled any of the general / special sales conditions.

27. **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.

28. **Performance Guarantee:**

The vendor shall ensure that all material / equipment / services executed / rendered under this Order shall conform to the Purchasers requirements and specifications. The vendor guarantees the material / equipment / services under this Order for a period of 12 months from the date of installation or 18 months from the date of delivery whichever is earlier. The vendor agrees to replace any material which has 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 equipments / services rendered or specified earlier. The vendor shall furnish to the buyer bank guarantee for 10% of the total value of the Order, as per the proforma enclosed towards the performance guarantee. Bank Guarantee shall be from any Nationalised Banks / other banks as per APCPL approved list. The 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 contract including of guarantee obligations. Checking / approval of vendors drawings, inspection and acceptance of material / equipment / furnishing 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.

29. **Mode of Despatch:**

In case of advance payment or payment through Bank, vendor shall despatch the materials as per schedule mode of despatch and through approved transporter indicated in the purchase order and any violations to this effect without taking prior written approval from the purchaser is not permissible.

30. **Demurrage / Wharf age:**

In cases where documents are negotiated through Bank, any consequential charges e.g. demurrage / wharf age charges, due to late retirement of documents 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 transporters as per P.O. (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.

31. **Acceptance:**



The vendor shall return duplicate copy of the Purchase Order and the other enclosed documents duly signed as a token of acceptance, within 15 days from the date of receipt of this Order.

32. **Arbitration:**

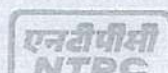
- (a) In the event of any question, dispute or difference whatsoever arising under this contract or in connection therewith including any question relating to existence, meaning and interpretation of this contract or any alleged breach thereof, the same shall be referred to the Sole Arbitrator of the General Manager of the APCPL or to a person appointed by him for the purpose. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act 1940.
- (b) It will be no objection that the Arbitrator is an interested person and / or that he had to deal with the matters 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 General Manager of APCPL to appoint another Arbitrator in place of the outgoing Arbitrator.
- (d) It is further terms of this agreement that no person other than a person 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 time to time, with the consent of all parties enlarge the time in making the award.
- (f) The cost incidental to the arbitration shall be at the discretion of the Arbitrator. The arbitration shall be conducted at NOIDA or at such other place or places as the Arbitrator may decide.
- (g) Notwithstanding any dispute between the parties Supplier shall not be entitled to withhold delay or defer his obligations under the contract and same shall be carried out strictly in accordance with the terms and conditions of the contract.
- (h) In the event of disputes or difference arising between Public Sector Enterprise and a Government Department through permanent machinery of arbitrators (PMA) in the Department of Public Enterprises, Govt. of India, Ministry of Heavy Industries and Public Enterprises vide office memorandum no. DPE/4(10)/2001-PMA-GL1 dated: 22.01.2004 shall be applicable.

33. **Jurisdiction:**

The court at Distt.: Jhajjar (Haryana) shall have exclusive jurisdiction to entertain and try all matters arising out this contract.

1. The arbitrator shall give his speaking or reasoned award with respect to the disputes referred to him by either of the parties.

For & Behalf of  
APCPL, Jharli





Enquiry