

HIMACHAL PRADESH STATE ELECTRICITY BOARD LIMITED
SECTION-I (e-mode) (Form of contract-e-Reverse auction)

(A) INSTRUCTIONS TO BIDDERS:

1.0 PARTICULARS, SPECIFICATIONS AND DRAWINGS:-

The particulars, specifications and drawings of critical item(s) required should be as per details given in **Section-II**.

2.0 PREPARATION OF TENDERS:-

2.1 Complete tender documents should be uploaded for the items quoted. The tenderer offering less than 25% of the total tendered items and less than 100% of tendered quantity of any item will not be entertained. In case of single item, the tenderer shall quote for 100% Quantity. If, any item(s) is/are not being tendered, the corresponding cells/column should be left blank (*Not applicable to H.P based new entrant*)

Note: - While computing the percentage of items, the tenderer shall round off the fractional figure of the items to the nearest number.

2.2 In case of any additional information, scanned copies can be uploaded alongwith the requisite tender documents/ information.

2.3 In case of any deviation, bidders have to comment clearly. If you agree to all terms and conditions and technical specifications as per Section-I and Section-II please enter Nil deviation.

2.4 Tenderers shall furnish the full particulars including names & addresses of the Proprietors & Directors of their firms.

2.5 **Financial standings** are to be duly certified by the Chartered Accountant, of the preceding three financial years.

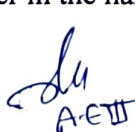
2.6 Attested copy of purchase orders with their order value as executed by the firm to various Govt./Semi Govt./Board/Corp./PSU and Power Utilities etc for any 03 years during the last 05 years regarding their past performance is to be uploaded as part of the tender. The past performance certificate and completion of the purchase order /supply order shall be issued by the concerned Tender Awarding Authority.

2.7 The tender will be entertained from the manufacturer of the equipment only and the bidders are required to submit evidence of the same. In case the tendering firm is not a manufacturing firm itself, then it must possess certificate of authorization from their principals appointing them authorized dealer/agent in its bid failing which the bid will not be considered.

2.8 The bidder shall have to provide information about ongoing Court/Arbitration cases with their details against various customers including HPSEB Ltd., in form of an affidavit on Non - Judicial Stamp paper duly attested by an Oath Commissioner.

2.9 The bidder shall have to furnish an affidavit on Non-Judicial Stamp Paper duly attested by an Oath Commissioner 'that their firm has not been debarred/blacklisted from any of Govt. /Semi Govt. Organization.'

2.10 A tender in the name of minor shall not be accepted.


A.E.III

3.0 **SUBMISSION OF TENDER:-**

3.1 The tender is liable not to be considered, if complete information is not given therein or if the particulars and date (if any) asked for in the tender are not fully filled in. Specific attention must be paid to the delivery date and also to the conditions of the contract, as the contract shall be governed by these clauses. The Tenderer has to submit their Bids and Additional/Supporting tender documents (scanned soft copies) only through online using the **web site [http:// www. hptenders.gov.in](http://www.hptenders.gov.in)** within the stipulated date and time. *(For any type of support to bidders for Uploading, Downloading and Submission of Tender. The Tenderer may feel free to contact the Tender Inviting Authority (TIA).*

3.2 Each page of the tender and annexure shall be read carefully and duly signed by the tenderer and to be submitted on line with the offer.

3.3 **TWO STAGE TENDER:** - The tenders shall be in two stages as detailed below:-

3.3.1 **STAGE-A:-**

The first stage called "Stage-A" shall contain two covers :

- (a) Fee Cover containing Tender Fee & Earnest Money Deposit.
- (b) Pre-Qualification/ Technical Cover.

Any other information called for in the specifications other than price.

"THIS STAGE-"A" SHALL NOT CONTAIN FINANCIAL BID.

3.3.2 **STAGE-B:-**

THE SECOND STAGE, CALLED Stage -B shall contain the Price Bid. After the opening of Price Bid, e-Reverse Auction will be conducted as per the guidelines of HPSEBL.

3.3.3 The tender in two stages and three covers namely Fee, Pre-Qualification/ Technical and Financial shall be prepared & uploaded accordingly.

3.3.4 Techno-commercial bid cover of those bidders who satisfy the requirement of Tender Fee and Earnest Money Deposit (EMD) will only be opened on the due date and time already mentioned. If any of the Bidder indicate price in stage-A, the Bid will not be read out and will be rejected.

3.3.5 **Stage "B"** will not be opened at the time of opening stage "A". Stage-"B" Price Bid will be opened later, the date of which will be intimated to the responsive bidders at a later date, after technical evaluation of the tender is completed.

3.3.6 If the tenderer finds any ambiguity in any of the terms and conditions stipulated in the specification, he shall get it clarified at least 72 hours before opening of the tender and reply to clarification shall be communicated to all the concerned tenderers who have raised such ambiguity. If this is not done and subsequent to the opening of the tender, it is found that the doubt, about the meaning or, ambiguity in the interpretation, if any of the terms and conditions stipulated in the specification are raised by the tenderer either in this tender or by a separate letter, the interpretation or clarification issued by the Chief Engineer (MM),HPSEB Ltd, Shimla-4 on such of those terms and conditions of the tender document as may be raised by the tenderer shall be final and binding on the tenderer.

3.3.7 All tender offers shall be prepared by typing or printing in the formats enclosed with the specifications.

3.3.8 All information in the tender offer shall be in English only. It shall not contain interlineations, erasures or over writings except as necessary to correct errors made

by the tenderer. Such erasures or other changes in the tender document shall be attested by the person signing the tender offer.

- 3.3.9 The tender offer shall contain full information asked for in the accompanying schedules and elsewhere in the specification.
- 3.3.10 HPSEBL shall will not be responsible if tender offer does not appear on e-system/ monitor despite uploading and for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of bid updates, the HPSEBL shall not be liable for any information not received by the bidder. It is the bidder's responsibility to verify the website for the latest information related to tender.
- 3.3.11 Telex/Fax/E-Mail or telegraphic offers will not be entertained and will be summarily rejected.
- 3.4.12 Tenderer shall bear all costs associated with the preparation of their offers and HPSEB Ltd. will in no case be responsible or liable for such cost.
- 3.4.13 No offer shall be withdrawn by the tenderer in the interval between the deadline for submission and the expiry of the period of validity specified/extended validity of the tender offer.

4.0 **DELIVERY OF TENDER:-**

Tender should be submitted through on-line mode only.

5.0 **PERIOD FOR WHICH THE OFFER WILL REMAIN VALID:-**

- 5.1 Tendering firms should note that period for which their offer should remain open for acceptance is nominal 120 days. If the Bidder's firms are unable to keep their offers open for 120 days, they should specifically state the period for which their offers are open but they must realize that such a provision may prevent their offers from being considered. In the absence of such an indication in the tender form, it will be assumed that their offer will be remained open for acceptance for the period as specified in the schedule of tender. However, if the day up to which the offer is to remain open is declared a holiday for the Board Offices be closed, the offers shall remain open for acceptance till the next working day.
- 5.2 Quotations qualified by such vague and indefinite expressions such as "subject to immediate acceptance", "subject to prior sale" will not be considered.

6.0 **OPENING OF TENDERS:-**

- 6.1 The Tender will be opened through online in presence of the Tender Opening Committee (TOC) and the tenderer's representatives, if any, and then the representative has to produce the Authorization certificate of the Firm to the Tender Opening Committee. In the mean time the tenderer can also check his status through online using his User ID and Password. Tenderers are at liberty to be present or authorise their representative to be present at the opening of the tender at the time, and date as specified in Section-II. The representative of firm must submit to the tender opening committee, the authorization certificate of the firm that he is authorized to attend the tender opening. The name and address of the representative who would be attending the opening of the tender on behalf of the tenderer should also be indicated in the tender. Please also state the name and address of the

permanent representative, if any. In case, the date of opening of tender remains holiday, the tenders shall be opened at the same time and place on the next working day.

7.0 TERMS OF DELIVERY:-

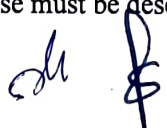
- 7.1 The delivery of stores as specified in Section-II.
- 7.2 Destination station shall mean destination station consignee store and date of receipt of material in consignee store shall be deemed as the date of delivery.

8.0 SAMPLES:-

- 8.1 Tender samples are not required unless specifically called for.
- 8.2 Quotations without samples, where samples are specifically called for, are liable to be ignored. Samples of what is offered to supply should not be less than the quantity necessary for tests as per specifications. In any case the quantity of samples required for the test as given in specifications should be adhered to. Each sample should have a card affixed to it giving particulars of:-
- a) Name and address of the firm.
 - b) Tender No.
 - c) Date of opening of tender.
 - d) Item No. against which tender submitted.
 - e) Any other description, if necessary, written clearly on it.
- 8.3 The samples should be sent to the Chief Engineer (MM) to reach in his office on the date specified. The cost and freight of sending the samples shall be borne by the tenderer and there will be no obligation on the part of the receiving authority for their safe custody. Tenderers who do not submit the samples and the testing fees, if any, required for the testing of the samples by the time specified in the schedule, will run the risk of their tenders being ignored.
- 8.4 Samples sent "Freight to pay" will not be accepted. The packages and Railway /Courier receipt should be addressed to C.E(MM) or his authorized officer concerned and not to "SELF".
- 8.5 If the samples are sent by Railway/Courier Parcel, the Railway/Courier receipt should not be enclosed with the tender documents but should be posted separately to the officer to whom the samples are sent (Under a cover letter giving the necessary particulars to enable him to connect the Railway receipt easily with the parcel). Samples submitted by the Tenderer whose offers are not accepted (Provided they have not been destroyed during testing) will be delivered to their representative if they call for the same or can be returned direct to them at their cost provided the application for return is made to the officer to whom the samples are sent within one month of the expiry of the validity of offer or after notification of cancellation of demand. If no application is received within the due date, no claim will be entertained for the return of the samples.

9.0 PACKINGS:-

- 9.1 Unless the method of packing is indicated in the specifications, the method of packing which the tenderer proposes to employ must be described in the Tender Form. Tenderer is at liberty to quote for additional alternative sizes and description of pack and these must be described in the tender.





(B) GENERAL TERMS & CONDITIONS

- 10.0 HPSEB Limited does not pledge itself to accept the lowest or any tender and reserves itself the right of accepting the whole or any part of the tender or portion quoted. Tenderers are at liberty to quote for the whole or any portion of the tender. However the quantity of the quoted item/s shall not be less than 25% of the tendered quantity.
- 11.0 Acceptance by the purchaser will be communicated through e- mail, fax, express letter of acceptance or formal supply order. In cases where acceptance is communicated by telegram, fax or express letter, the formal purchase order will be forwarded as soon as possible but the instructions obtained in the telegram fax or express letter should be acted upon immediately.
- 12.0 To curb the tendency to quote low rates and execute the works unsatisfactorily, the quoted rates shall be compared with the estimated cost and shall be dealt with as follows:
- 12.1 If the quoted rates for a work is below 25% of the estimated rates, such bid can be rejected.
- 12.2 If the quoted rate is between 10% and 25% below the estimated rate, the supplier will remit performance guarantee equal to the 10% of the estimated cost rather than at 10% of the award amount.
- 13.0 The tender document is not transferable to any other firm. Only tender purchasing firm should quote on its behalf. All enclosures like ISI license, copies of purchase orders executed, registration certificates and copies of other relevant papers being submitted with the tender must carry attestation from a gazetted officer of the government / semi-government bodies/Oath Commissioner/Notary etc.
- 14.0 It is in the interest of the tenderers to study the conditions specifications, drawings etc; in Section-I&II thoroughly before quoting, so that if deviations are made by the tenderers, the same are prominently brought out in the format enclosed with the tender document.

15.0 (I) EARNEST MONEY :-

- 15.1 The tenderers shall have to deposit an amount of **Rs.18,16,000.00** (@1% of Estimated Cost Value as earnest money through on-line mode only and the scanned copy of the same as proof shall be uploaded to the website (<https://www.hptenders.gov.in>) while uploading the tender.
- 15.2 The fact that a firm is registered with DGS&D, Controller of Stores, is a Small Scale Manufacturer or a government undertaking will not absolve itself of the obligation of depositing the Earnest Money. However, the local firm (HP based) declared by the Director of Industries, H.P. Govt. as Small Scale Industrial Units and registered with the HPSEB Ltd., for items covered in the NIT shall be exempted from the payment of Earnest Money to the extent as per provision in Clause 15.3.
- 15.3 No earnest money is required to be paid/submit by the local firms which are declared by the Director of Industries, H.P. Govt. as Small Scale Industrial Units and are registered with HPSEB Ltd., after depositing a permanent security of Rs. 50,000/- with the Himachal Pradesh State Electricity Board Ltd., for the works with tendered amount upto Rs. 3.00Cr only. For the tendered amount exceeding rs. 3.00 Crs, the earnest money shall be at Rs.50,000 plus 1% of the amount in excess of Rs. 3.00 Crs. The firm have to upload the scanned copy of Receipt of their Permanent Security deposit with HPSEB Ltd., as proof with-tender documents.

- 15.4 No interest will be payable by the purchaser on above earnest money amount. If the tenderer withdraws his tender at any stage during the currency of validity period, his earnest money shall stand forfeited in full.
- 15.5 The Himachal Pradesh State Electricity Board Ltd., reserves to itself the right to reject any or all the tenders without assigning any reason.

15.0 (II) TENDER FEE

The tenderers shall have to deposit an amount (mentioned in NIT) as tender fee through on-line mode only and the scanned copy of the same as proof shall be uploaded to the website (<https://www.hptenders.gov.in>) while submitting the tender.

16.0 PAST PERFORMANCE (OLD/REGULAR BIDDERS)

The prospective manufacturers/bidders, who falls in the stream of old/regular bidder (excluding H.P. based New Entrant) shall have to upload the scanned copy of purchase order/supply orders against the bulk supply of **Steel Tubular Poles** directly placed on the manufacturer by the Govt./Semi Govt./Boards/Corporation/PSUs/other registered Power Utilities along with the performance certificate(s) indicating the satisfactory performance of the supplied material against the purchase order executed by the firm for any 03 years during the last 05 years. The scanned/attested copies of such supporting documents shall have to be upload with the tender documents.

17.0 FINANCIAL CRITERIA (OLD/REGULAR BIDDERS)

In general the prospective Manufacturers/bidders, who falls in the stream of old/regular bidders (excluding H.P. Based New Entrant) shall have their average annual turnover of 30% for the last three financial years of the estimated cost of the tender and in case of Himachal based old/regular bidders, the average annual turnover shall be 50% of the criteria applicable for general prospective bidders.

18.0 ORDER PREFERENCE TO H.P. LOCAL UNITS

H.P. Local Unit(s)

- 18.1 The HPSEB reserves its right where considered expedient to select the local manufacturing units also as parallel supplier on approved L-1 F.O.R. rates, provided their overall F.O.R comparable rate (Inclusive of Goods & Service Tax (GST) falls within 10 % over the overall F.O.R. comparable rates of the outside (Non Local) lowest eligible tenderers and are found technically and commercially acceptable. For being eligible for order preference, local manufacturer units must be registered with Director of Industries/ Industries Department of H.P. Govt. as a manufacturing unit and their registered office should be located in the territory of Himachal Pradesh.
- 18.2 All local units shall have to give an undertaking within 03 (three) days immediate through e-mail/fax after opening of the financial bid that they would accept the L-1 F.O.R. rates in case HPSEB Ltd. decides order preference in their favour and shall also give an Undertaking that they will supply the goods manufactured from the units in Himachal Pradesh only. The firms which do not give this undertaking within 03 (three) days of the opening of financial bid may not be considered for order preference.
- 18.3 All such eligible regular bidders having their manufacturing units located in the territory of Himachal Pradesh, which fall within 10% over the overall F.O.R. comparable rates of the outside (Non-Local) may be given order for about 30% of the

quantity but not exceeding 49% of the quantity being covered under purchase only at the comparable lowest F.O.R. rate of L-1 firm and payment on account of GST shall be paid on actual basis on the production of documentary proof. In case, there are more than one eligible Himachal based firms within 10% overall F.O.R rates of L-1 firm (Non-Local), then order preference shall be given to the firm having quoted rates closest to the L-I outside firm, except in cases where there is a capacity constraint and HP based firm is unable to supply the material within the prescribed delivery schedule or in the interest of HPSEB Ltd., where immediate supplies are warranted in the exigencies of work, HPSEB Ltd., may distribute the quantity amongst the first three lowest HP based firms meeting the eligibility criteria as discussed above. However for order preference firm must meet the criteria of eligibility as specified as a regular firm.(See clause 16.0 & 17.0.)

19.0 H.P. based New Entrants:-

19.1 All such eligible bidder(s), who set up a new Small/Medium Scale Industrial manufacturing units in the territory of Himachal Pradesh having financial capacity as admissible for registration with H.P. Director of Industries with requisite infrastructure/manufacturing capabilities which have to be ascertained through Inspecting Officer of HPSEBL subject to submission of requisite documents.

Or

An Industrial entrepreneur(s) territory of Himachal Pradesh, who has / have discontinued manufacturing for last 05 years, and now to restart manufacturing a freshly with the financial capacity in line to a fresh/renewal of registration with H.P, Director of Industries, having requisite infrastructure/manufacturing capabilities which have to be ascertained through inspecting officer of HPSEBL.

19.2 The **H.P. based New Entrant** are eligible to participate in the instant tender for getting trial order against the provision of maximum 20 % quantity, who are otherwise fulfilling the preliminary requirement to the extent as applicable (See INFORMATION/ DOCUMENTS REQUIRED as per Section-II).

19.3 HPSEB Ltd to consider maximum 20% quantity for orders for new entrants of H.P. based firms after ascertaining the capacity and capability of the firms. In case, exorbitant low rates quoted by the new entrant are concerned, the prudent practice as governed in HPSEBL Purchase Manual shall be followed.

20.0 The price bid(s) of the H.P. based New Entrant shall be *evaluated separately* with the *criteria for placing Trial order* as follow:-

(i) The quoted rate of H.P based New Firm(s)/Entrants for trial order (20%) shall not be considered for determination of lowest rate received against the tender for placement of order on Regular Firms. The lowest acceptable rate for placement of order on regular Firms will be determined amongst the quoted rates of regular firms only.

(ii) The trial order to be placed to H.P based new firm/Entrant shall be the lowest of its own quoted rate or the computed L-I rate received from Regular Firms, if the quoted rate of H.P based New Firm/Entrant shall be within 110% of the lowest rate received from Regular Firms. Such H.P based New Firm(s)/Entrant(s) will not be considered for placing trial order if its quoted rate(s)/F.O.R destination including GST is beyond 110%.

(iii) In case, there are more than one eligible H.P based New Firms within 110% of the lowest (L-I) rate received from H.P based New Firm(s) or from Regular Firms, whichever is higher; then the order preference shall be given to only the H.P based New Firm having quoted rates closest to the L-I Regular Firm, except in case, where



there is capacity constraint and H.P based New Firm/New Entrant is unable to supply the material within the prescribed delivery schedule or where immediate supplies are warranted in the interest of HPSBEL due to exigencies of work. Under such circumstances, HPSEBL may distribute the quantity amongst H.P based New Firms/Entrants meeting the criteria as discussed above.

(iv) In case, the quoted rate of New Firm(s) is less than the L-I rate of Regular Firms, the security deposit to be furnished by such New Firm(s) shall be at the L-I rate of Regular Firms.

21.0 The H.P. based New Entrant shall offer the quantity in price bid column within the limit of 20% of tendered quantity only, if exceeded more than 20% shall not be entertained.

22.0 The H.P based New Entrant firm has to specifically mention its entity as 'New Entrant/Fresh Firm' while uploading the techno-commercial bid as well as in the description column of price bid. In case non-compliance, the firm shall be considered as non-responsive.

23.0 DISTRIBUTION OF QUANTITY AMONGST ELIGIBLE BIDDERS

23.1 The old/regular bidders shall be considered for 80% quantity of total supply to be made, as such 20% provision of the quantity has been made for H.P. based New Entrant as per Clause 19.0. Further, the quantity shall be reduced to 51%, if Order Preference goes to H.P. Local Unit(s) as per Clause 18.0. In case, both i.e. H.P. based Local Units & H.P. based new entrant are not eligible, then the old/regular bidder(s) shall be entitled for 100% quantity to be supplied.

23.2 The H.P. based new entrant(s) for **trial order** and H.P. Local Unit(s) as regular firm under **Order Preference Clause**, who participated in the tender and their **ORDER** for overall quantity shall not be exceeded 49% at any cost.

24.0 **The new entrant shall be switched over to regular firm only after achieving pre-qualification criteria at par to other regular firms as per clause No. 16 & 17.**

25.0 The bidder Firm shall furnish a certificate that they have fully acquainted themselves with all the terms & conditions of NIT and technical specifications under which supplies are to be made under the contract and firm shall have not plead any ignorance or any of these as excuse in case of rejection of tender or to evade any of the obligations under the contract.

26.0 In the event of Common L-I FOR rates, if offered by various firms for same size & section, HPSEBL reserves the right either to cancel the tender or invite fresh price bid amongst the L-I bidders of that item to ascertain L-I bidder for that item.

27.0 The L-I firm will be awarded quantity as per production capacity of the firm and balance quantity will be given to L-2 firms on L-I rates if it agrees. If L-2 firm does not match the L-I rate then offer will be deemed withdrawn from L-2 and same offer to supply at L-I rates will be given to L-3 party and so on.

28.0 The offer of the firm(s) who observed defaulter to honor the contract for commencement of supply against the past NITs, will be rejected while processing the technical bids.

29.0 Goods & Service Tax (GST):-

i) The ordered material is meant for use in generation, transmission and distribution of electricity.



- ii) The purchaser (HPSEB Ltd.) has been registered as a dealer under the GST Act.
- iii) The Contractors/Suppliers/Service Providers/Parties shall register their firms State-wise under GSTIN(GST Identification Number) and upload the scanned copy of documentary proof.
- iv) If the bidder is not liable to take GST registration, i.e having turnover below threshold of Rs. 20 lakhs, bidders need to submit undertaking/indemnification against tax liability. Further, the bidder should notify HPSEBL within 15 days from the date of becoming liable to GST and such registration should be submit to HPSEBL.
- v) Those bidders who have opted for composition scheme under GST, they have to submit a declaration to HPSEBL indicating their registration no.
- vi) HSN (Harmonized System of Nomenclature) code for the goods being supplied by the vendor for each item covered under this NIT has to be declared in the Technical bid.
- vii) Services Accounting Code (SAC) for classification of services under GST for each item covered under this NIT has to be declared in the Technical bid.
- viii) The GST Act & Rules issued from time to time by the Government/concerned authorities shall be applicable.
- ix) The GST as applicable shall be payable against raising Invoice and the Supplier/Seller has to be certified as under:-
- a) Certified that the transaction on which tax has been claimed has been/will be included in the return submitted/to be submitted to the GST Authorities for the assessment of the Tax and the amount claimed from the purchaser has been/shall be paid to the GST Authorities.
- b) Certified that the goods on which services & taxes has/have been charged have not been exempted under the rules made there under and the charges on account of the GST on these goods are correct under the provisions of the relevant act or rules made there under.
- c) Certified that we shall indemnify the purchaser in case it is found at a later stage that wrong or incorrect payment had been made on account of GST paid by supplier.
- d) That the transaction on which tax has been claimed has been /will be included in the return submitted / to be submitted /to the GST Authorities for the assessment of the GST and the amount claimed from the purchaser has been /shall be paid to the GST Authorities.
- e) Certified that the goods, on which GST has been charged have not been exempted under GST Act or the rules made there-under and the charges on account of the GST on these goods, are correct under the provision of the relevant Act or rules made there under.
- f) Certified that supplier shall indemnify the purchaser in case it is found at a later stage that wrong or incorrect payment had been made on account of GST paid by supplier M/S. _____.
- g) Certified that we are registered dealer under the GST Act and our Registration No. is _____.

- h) GST as applicable shall be borne by the HPSEBL. The purchaser shall not pay for transit insurance. The supplier may however, insure materials at his own cost for safe delivery upto the destination station anywhere in H.P. and it is responsibility of the tenderer.
- i) GST Act provides Anti-profiteering provisions, according to which the supplier should consider input tax credit and compare valuation of product prior to GST and after GST implementation to pass on the benefit, if any, to the consumers.

NOTE: Other general terms and conditions are as per Annexure-X

(C) COMMERCIAL TERMS AND CONDITIONS GOVERNING THE PURCHASE ORDERS:-

30.0 PRICES:-

- 30.1 The prices must be stated for each item separately. The %age of any **discount** in the Ex-works price for the entire demand should also be quoted/must be indicated on the price schedule page itself.
- 30.2 The tenderer must quote the rate / price of material by splitting into the following parts:-
- Basic rate of item i.e. ex-works rates.
 - Packing/Insurance/Loading/ Freight/Unloading/or any other charges etc.
 - Rate of Goods and Service Tax (GST) applicable at that item.
 - F.O.R. Destination consignees store rates.
 - The tenderer must satisfy himself about the applicability of GST and their rates at the time of tender.
 - The statutory variation in GST shall be admissible and price variation thereunder shall be applicable.
- 30.3 The unit price should be for the same units as indicated in the schedule of tender enquiry and not any other unit.
- 30.4 The prices to be quoted by bidders shall be preferably "**FIRM**". However, where bidders cannot quote FIRM prices, variable prices may be quoted and the price VARIATION will be governed as under:-
- Where bidders cannot quote FIRM prices, VARIABLE prices with a ceiling should be given. In case, no ceiling is given, the prices shall be loaded with 15% price variation or maximum ceiling quoted by any other participating tenderer. In case, nothing is mentioned about the prices being FIRM/ VARIABLE, the prices shall be considered as FIRM.
 - The price variation formula as per any recognized institutions like IEEMA, CACMAI etc. will be applicable where the base price of raw material is not given, the same shall be applicable as ruling one month prior to the date of offer of inspection of material as the case may be.
 - No formula other than approved by recognized institution like IEEMA, CACMAI or formula devised by HPSEB Ltd., based upon Govt. / recognized indices shall be accepted. As such, where standard formula/ devised formula by HPSEB Ltd., does not exist, the tenderers are required to quote FIRM prices only.



- d) Price increase shall be admissible only during the contracted delivery period. However, negative price variation will be applicable even if the material is received after the stipulated delivery date. Price variation up to one percent is not admissible.
- e) The suppliers shall have to submit a certificate from Chartered Accountant regarding consumption of raw material against the specific lot of finished material and the applicable indices along with their bills. The effect that there is any negative variation in prices shall be deducted from the bills of the firm at the time of payment and in case if, it is found that no payment is due to the firm, the necessary recovery shall be intimated to the firm and the firm shall be required to remit/ refund the same to HPSEB Ltd., within one month time from the date of such intimation.
- f) GST Act provides Anti-profiteering provisions, according to which the supplier should consider input tax credit and compare valuation of product prior to GST and after GST implementation to pass on the benefit, if any, to the consumers.

NOTE: *In case any taxes, duties are not clearly specified in price bid then it will be presumed that no such tax/levy is applicable or payable by HPSEBL. Blank field in Price Bid shall be treated as 'Inclusive' in basic price of item. The tenders without splitting up of rates/ prices as above and "if" "inclusive" or "but" words will not be considered and will be out-rightly rejected.*

31.0 TRANSIT INSURANCE:-

- 31.1 It shall be the responsibility of the supplier to deliver the goods in sound condition F.O.R. destination and for that purpose the Supplier may at his option insure the material against all risks at his own cost during transit for full delivered value of the material up to destination. All works in connection with making and settling of claims, if any, with Railway /Road Transport Authorities and or Insurance Company shall be carried out by the supplier for which no extra payment shall be made by the purchaser. However, necessary assistance required in connection with making and settling of such claims, if any, shall be provided by the consignees.
- 31.2 All damages and or shortages during transit as covered by the insurance shall be made good immediately on receipt of such intimation from the consignees notwithstanding the pendency of such claim. However, in case of apparent damages and/or shortages, the consignees shall obtain the loss/damage certificate from the Railway/ Road Transport authority and send the same to the supplier within a period of fortnight from the date of receipt of material. A certificate shall be submitted by the Supplier with each bill to the effect that the material has been duly insured.
- 31.3 The consignees shall report losses and damages to the supplier within fortnight of arrival of the equipment/ material at the site. It will, however, be supplier's responsibility to prefer timely claims on the insurance underwriters and to arrange replacement thereof to the consignees.
- 31.4 The suppliers shall be wholly responsible for the loss, shortages, and damages etc. during transit. Such shortages and damages etc. will have to be replaced/ repaired by supplier free of cost within 30 days without waiting for settlement of the supplier 'claims with the Railways/ Road Transport/ Road Transport Authorities/ Insurance Company.
- 31.5 In case replacement/ repair of defective material is not carried out within 30 days of intimation of damages, in the event of failure on the part of the supplier to replace/ repaired the damaged defective material make good the loss within the aforesaid period of 30 days, the supplier shall be liable to pay interest of 12% per annum on the



value of the claimed lodged by the purchaser. This shall be without prejudice to the other remedies under the contract.

32.0 PAYMENT TERMS:-

100% payment on prorata basis along with taxes & duties shall be made by Sr.Accounts Officer (CPC/Banking), HPSEB Ltd., Shimla-4 within 45 days from the date of receipt of material in the consignee store in full & in good condition. Or after the completion of contractual formalities/ fulfillment of terms & conditions of the purchase order, whichever is later.'

33.0 INTEREST: -

The HPSEBL shall try to release the payment within the stipulated period, but no interest shall be paid in case the payment could not be released in the stipulated period.

34.0 INVOICES:-

- i) Submission of Invoice Bills:-
- a) Vendor/Supplier will login into HPSEBL official website with OTP on mobile number saved in SAP ERP with vendor details.
- b) Vendor/Supplier will submit scanned copy of invoice in PDF Format along with other details as per the Purchase Order issued by HPSEBL. After successful submission of invoice Tickets Number will be generated to track status of payment request.
- c) Invoice against Material PO will be forwarded to JE Store/Store keeper directly.
- ii) The company shall be responsible to obtain complete dispatch instruction form the Engineer before dispatch of each consignment. If any consignment and/or its relevant shipping documents and Railway Receipts are dispatched to an incorrect address or destination or port of entry, as the case may be, the additional expenses, involved and delay in delivery shall be to the company's account.

35.0 DESPATCH INSTRUCTIONS:-

- (a) The material is to be dispatched to the consignees as per the schedule of dispatch attached and intimation regarding dispatch should be sent to the consignees at least ten days in advance.
- (b) The company shall be responsible to obtain complete dispatch instructions from the Engineer before dispatch of each consignment. If any consignment and/or its relevant shipping documents and Railway Receipt are dispatched to an incorrect address or destination or port of entry, as the case may be, the additional expenses involved and delay in delivery shall be to the company's account.
- (c) The copies of all the invoices may be sent to the consignees well in time. One copy of the invoices be sent to this office too.
- (d) No goods will be accepted unless these are accompanied by challans-invoices etc.
- (e) The purchase order number and date must be quoted on all challans and the name of the consignee or person to whom the goods are to be delivered shall be written in the invoices.

36.0 ADDITIONAL ORDER:-

The purchaser has the right to place a repeat order for an additional quantity, up to 40%, at the same rates, terms and conditions of the purchase order, within a period of



6 months from the placement of this purchase order or within the delivery period of the purchase order or beyond 3 months after the delivery period is over alongwith late delivery charges, whichever is later subject to following conditions:

- i. The 100% quantity against the Main Purchase Order is completed while placing the Addl. Purchase Order.
- ii. The validity of Addl. Purchase Order shall be four months.
- iii. No material against Addl. Purchase Order shall be accepted after expiry of delivery period of 4 months and the Addl. Purchase Order shall be short close at the risk & cost of the firm.
- iv. All other terms & conditions of Main Purchase Order shall prevail on Addl. Purchase Order except delivery period & type test clause.

Or

In cases where an Additional Purchase Order is issued while the original Purchase Order remains pending and incomplete, the delivery period stipulated under the original Purchase Order shall stand revised and extended to correspond with the additional quantity and the revised delivery schedule.

37.0 SECURITY DEPOSIT AND PERFORMANCE GUARANTEE:-

- 37.1 The supplier will deposit performance guarantee equal to 10% of the total value of purchase order- (Contract price) (5% in case of H.P. Based suppliers registered with the purchaser) for the performance of the contract in the shape of Cash/ Bank draft, within one month of the issue of this order, in the name of Sr. Accounts Officer (Banking), HPSEB Ltd, Shimla-4 or Bank Guarantee (FROM NATIONALIZED BANK / SCHEDULED BANK/ GREATER BANK ONLY) valid for appropriate period to cover the warranty period for the equivalent amount on the proforma(copy enclosed). The Bank Guarantee for part period shall not be entertained. This security deposit shall remain with the purchaser and shall be released after the expiry 90 days of the warranty period. Security deposit shall be retained by the purchaser for the period valid for 90 days after the expiry of warranty period as per clause of 'WARRANTY'.
- 37.2 The issue of work order/contract will be withheld by the concerned authority till the receipt of performance Bank Guarantee or DD in lieu of performance security.
- 37.3 Penalty @ 0.35% per week or part thereof of the value of BG would be charged from the due date of submission till the BG or DD in lieu of BG is submitted by the Firm.
- 37.4 In case the performance bank guarantee or DD in lieu of performance security is not submitted within 30 days from the date of issue of LOA or the date if any stipulated by the purchasing authority, the employer reserves the right to cancel the LOA and initiate the action for allotment of L-2 firm.
- 37.5 **Reserve Price is 75% of the put to tender cost.** If the quoted price is below **Reserve Price** then the additional bank guarantee i.e. 10% of the difference in the amount of the Quoted Price and Reserve Price shall also be submitted in addition to performance bank guarantee i.e. 10% value of the put to tender cost.
- 37.6 It is expressly to be agreed by the supplier parties that they shall not be entitled to claim non-depreciate in the value of the security deposit against the purchaser.
- 37.6.1 If, the supplier fails or neglects to observe or perform any of his obligations under this contract, it shall be lawful for the purchaser to forfeit either in whole or in part, in his



absolute discretion, the security deposit furnished by the supplier. If the P.O. has been issued but the supplier refuses to comply with it, the earnest money deposited by him shall be without prejudice forfeited in full, irrespective of whether the purchaser sustains any loss on account of his default or not. This forfeiture shall be without prejudice to the rights of the purchaser to claim any other damages as admissible under the law as well as to take such appropriate action against the supplier as blacklisting, debarring suspension of business etc.

37.6.2 Whereas the supplies has been partially commenced but the supplier stops making the supplies after partially executing the purchase order, the security deposit shall be retained and adjusted against any loss that may be caused to the purchaser through risk purchase from alternative source and or any other damage recoverable from the supplier under the terms of the contract.

37.6.3 In the event of breach of contract in any manner, the security deposit shall be forfeited and adjusted against the claim of the purchaser on the supplier for any damage or for any loss sustained by the purchaser on account of such breach.

37.6.4 The forfeiture of security deposit shall be without prejudice to the right of the purchaser to recover any further amount of any liquidated and/or other damages, undue payment or overpayment made to the supplier under this Contract or any other contract.

38.0 PURCHASE THROUGH BUSINESS ASSOCIATES:-

The supply of tendered material through business associates shall not be accepted/ allowed at any cost.

39.0 ACCEPTANCE TO TERMS & CONDITIONS: -

Unless specifically mentioned to contrary by the prospective bidder, the terms & conditions of the Contract shall be construed to be acceptable to the firm once the tender documents are read and uploaded by them.

40.0 ARITHMETICAL ERRORS:

In case of any inconsistency in the price furnished, the purchaser shall be entitled to consider the lowest prices for the purpose of evaluation and award of contract. All arithmetical errors will be rectified on the basis of the unit price or total price (in figures and in words) whichever is more beneficial to the purchaser.

41.0 BLACKLISTING OF THE FIRMS:

As the purchase order becomes a valid contract between the purchaser and supplier on the date of its issue, no further changes in the terms and conditions thereof are permissible and any request received in this regard from the supplier should be summarily rejected, making it clear to supply the goods strictly in accordance with the terms and conditions of the contract. It should be noted that such a liability can be enforced on the supplier only if the purchase order does not contain any term or condition contrary to what had been quoted in the supplier's tender. Once this is ensured, any attempt by the supplier to back out of his commitment shall taken as serious and his earnest money deposited be forfeited forthwith, without prejudice to any further legal remedies open to the purchaser under the relevant laws. The act conduct/omission/commission neglect/defect of the supplier shall form basis for black listing of supplier towards other damages or permission under law/contract.



42.0 **TESTS AND INSPECTION:**

The material shall be inspected and tested by the authorized representative of the HPSEBL/Third Party Inspecting Agency (TPIA) before dispatch unless dispensed with, in writing by the purchaser. The firm shall offer a minimum lot of 25% of the total ordered quantity (sizewise) for inspection. The supplier shall give at least 21 days advance notice in writing to the HPSEBL for arranging inspection.

Purchaser intends to procure only High Quality material. For this purpose sample from lot of the material supplied may be sent to NABL/CPRI/ Govt. approved test house at the cost of purchaser. Any lot shall be finally accepted only after the samples are passed by the NABL /Govt. approved test house. In case sample fails, the entire lot shall be rejected which shall to be lifted back by the firm at its own cost. If the samples drawn from two or more lots are rejected by the NABL Laboratory the entire balance quantity shall be deemed to have been cancelled and the purchaser will effect the purchases for the balance quantity at the risk and cost of the supplier. For these reasons, the firm can also be blacklisted for future supplies.

43.0 **FACILITIES FOR TESTS & INSPECTION:**

43.1 The Supplier shall, at his own expense, afford to the Purchaser or his authorized nominee, all reasonable facilities as may be necessary and expedite for indulging such tests inspection. The Purchaser or his authorized nominee shall have full and free access at any time, during the execution of the contract to the supplier's work for the purpose aforesaid, and he may require the Supplier to make arrangement for inspection of the material or any part thereof at his premises or at any other place specified by the Purchaser.

43.2 The Supplier shall provide, without any extra charges, all materials, tools labour and assistance of every kind which the Purchaser or his authorized nominee may require for any test/ inspection. The purchaser or the authorized nominee shall in his best judgment, be entitled to remove for tests and inspection any of the material to any premises other than his (Supplier's) premises. In the event of rejection of material or any part thereof by the purchaser or his authorized agent which is removed to the Laboratory or other place of test, the Supplier, on demand, shall pay to the Purchaser all costs incurred in such removal.

43.3 **METHOD OF TESTING:**

The Purchaser or his authorized nominee shall have the right to put all the material or part thereof to such tests as he may think fit and proper. The supplier shall not be entitled to object on any ground whatsoever to the method of testing by the purchaser or his authorized nominee confirming to relevant standards.

43.4 The Supplier shall mark or permit the purchaser or his authorised agent to mark all the approved material with a recognised Purchaser's mark. The material which cannot be so marked, shall, if so, required by the Purchaser or his authorized agent, be packed in suitable packages or cases which shall be sealed and appropriately marked with such mark.

43.5 **POST RECEIPT INSPECTION:**

The material on receipt in the stores of the purchaser may be inspected to ascertain for its conformity to the prescribed specification by a representative of the purchaser in the



presence of representative of the supplier after one week registered notice to the supplier. In case the supplier fails to depute a representative in the specified period, the purchaser will be free to get the material checked in the absence of supplier representative. In such an eventuality the supplier shall be precluded to lodge any protest at any stage. The report so submitted by the nominee of the purchaser shall be final and binding.

44.0 SUPPLIER'S DEFAULT LIABILITY:

In the event of breach of any these terms and conditions by the supplier, the purchaser with due notice may/ rescind the contract at any stage. In consequence the supplier shall have no claim whatsoever on the purchaser on this account. But the supplier shall be liable to pay to the purchaser a sum equivalent to 10% of the value of the undelivered material as liquidated damages. The supplier in addition and without prejudice to the above said damages shall make good any loss or damage that may be incurred by the purchaser on making risk purchase in terms of clause of 'Risk purchase.

45.0 The tenders of the following supplier shall not be considered:

- 45.1 Blacklisted and debarred firms.
- 45.2 The firm/supplier which have been black listed, debarred or with whom the business has been suspended by any Govt. or its impumulation Govt. agency/PSU and power utilities.
- 45.3 The supplier who are defaulters by 25% or more quantity for more than 9 months or any quantity for more than 15 months in making supplies against earlier POs placed on them at the original last date and time of down loading of specification/Tender documents from Purchaser Website.

46.0 PATENT RIGHTS:

The supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India. In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, and other incidental charges. The Purchaser will give notice to the supplier of such claim expeditiously.

47.0 DELIVERY PERIOD:

- 47.1 The delivery of 50% quantity (size wise) of ordered material will be completed in four months from placement of Purchase Order and supply of balance 50% quantity will be completed within next two months i.e total six months or may be decided at the time of placing purchase order.

47.2 TIME FOR AND DATE OF DELIVERY; THE ESSENCE OF THE CONTRACT.

The time for and the date of delivery of the material stipulated in the purchase order shall be the essence of the contract and delivery shall be completed not later than the date (s) as specified in purchase order.

47.3 NOTIFICATION OF DELIVERY:



Notification of delivery of dispatch in regard to each and every consignment shall be made to the purchaser and respective consignees. The supplier shall supply to consignee a

Notification of delivery of dispatch in regard to each and every consignment shall be made to the purchaser and respective consignees. The supplier shall supply to consignee a packing account and full details of the contents of the package and quantity of material in order to enable the consignee to check the material on its receipt at destination. The date of delivery be reckoned from the date the material is actually received in consignee's store.

- 47.4 The offer should clearly state monthly schedule of deliveries, date of commencement and completion of supply against that indicated in the Notice Inviting Tender/Specification which should normally cover period for entire job of manufacture, testing, inspection and supply after acceptance and shall be reckoned from the receipted challan/ goods.
- 47.5 The material shall be delivered to the consignees within 20 days from date of issue of dispatch authorization. Failure to comply shall render the inspection as invalid with all consequences to firms account.
- 47.6 In the event of a supplier not honoring the delivery commitment of the previous contracts, this fact will weigh against the firm tendering against a subsequent enquiry and be treated as disability. If the supply of material against the previous contract has been delayed beyond the stipulated delivery period and the firm has failed to complete even 75% supply of material latest by the end of delivery period with LD charges, the offer will be declared NON- RESPONSIVE and shall liable to be rejected.
- 48.0 **SUBLETTING AND ASSIGNMENT:**
The supplier shall not save with the previous consent in writing of the purchaser sublet transfer or assign the contract or any part thereof or interest therein or behalf or advantage thereof any manner whatsoever.
- 49.0 Any dispute shall be subject to civil jurisdiction of Courts located in the Shimla Town of Shimla District, Himachal Pradesh.

NOTE: - "In case of conflict on any clause in Section-I with that corresponding to in Section-II, the contents of Section -II will prevail."

Enclosures: General Terms & Conditions- Annex.-X


Chief Engineer (MM),
HPSEBL, Vidyut Bhawan,
Shimla-171004. 

GENERAL TERMS & CONDITIONS

1.1 CHANGES ONLY IN WRITING:

No deviation/ modification or waiver off any of the terms and provision contained in this purchase order shall be deemed valid unless mutually agreed upon in writing by both the parties i.e purchaser and the supplier.

2.0 DAMAGES FOR DELAY:-

2.1 If the supplier fails to deliver the material within the last day of lot wise stipulated delivery date of purchase order, the liquidated damages not amounting to penalty, @ 1% per week or part thereof, subject to a maximum of 10% of the value of undelivered portion of the material/ equipment, shall be recoverable as a predetermined loss, caused to the purchaser due to delayed supply as a sum presently due and payable to the purchaser without any reference to the Court or Arbitration for adjudication. The claim under this clause is without prejudice, to other claims/ rights of the purchaser in this contract.


2.2 Date of receipt of material in the consignee stores shall be deemed as the date of delivery for the levy of liquidated damage.


2.3 The delivery time is the essence of the purchase order. The supplier shall complete the supplies within the stipulated delivery period and in case the material is not supplied within scheduled delivery period or beyond 3 months after the delivery period is over, with LD charges, the purchaser shall be well within its right to cancel the purchase order and effect purchase at the risk and cost of the firm. In case the delivery schedule provides lot wise delivery of material, lot wise penalty shall be imposed.

3.0 LEGAL CONTRACT:-

a) The supplier shall execute a legal contract alongwith undertaking in duplicate in the form of draft enclosed, with the HPSEB Ltd., on stamp paper worth Rs. 100.00 or stamp paper of appropriate value (Charges to be borne by the supplier), immediately after the receipt of the purchase order but not later than 30 days of date of issuance of purchase order. The subsequent matter will be got typed on judicial papers or appropriate court fee stamps worth Rs. 1 affixed on each page. A copy of purchase order duly stamped (court stamps) and signed on each page, is also to be attached with this contract agreement. Each page of this contract agreement should be duly stamped and signed by the authorized signatory of the firm. A copy of power of attorney in respect of the authorized signatory that he/she is authorized to sign the relevant contract on behalf of firm is also to be attached with the contract agreement. The Contract Agreement is not signed within 30 days falling which penalty @ 0.35% per week or part thereof of the value of BG would be charged from due date of submission, till the contract agreement is submitted by the firm.

b) It will be obligatory on the part of the supplier /firm to execute this contract with the HPSEB Ltd., before affecting the supplies. But in no circumstances, the non-execution of such contract shall give right to the supplier to avoid the supplies of the material ordered/contracted etc. The instructions to the F&A wing to release the payment, will be issued only after the


A.E.M.



contract agreement has been signed by you and found in order. Demurrage/ wharf age charges if any, as a result of delay in signing the contract agreement, will entirely be the responsibility of the supplier.

c) All the disputes are subject to the exclusive jurisdiction of competent Courts and Forums in Shimla (HP) only.

Note:- CONTRACT AGREEMENT IS TO BE SIGNED AT SHIMLA. CONTRACT AGREEMENT BY POST SHALL NOT BE ENTERTAINED.

4.0 REPLACEMENT AND REJECTION OF DEFECTIVE MATERIALS:-

If the material is found sub-standard or defective or not conforming to the prescribed specification in any manner, at consignee's end shall not be accepted and intimation to this effect shall be given by the consignee to the supplier and purchaser. The purchaser shall promptly take up the matter with the supplier and call up him to rectify or replace the defective/sub-standard material forthwith and in any case within a period of 30 days from the date of intimation, failing which, the purchaser shall reserve the right to get the defect rectified at the supplier's cost or to withhold the amount equal to cost of defective material. The supplier shall also be notified that all expenses involved in the replacement by way of handling, transportation, storage, etc. shall be to his account.

Before lifting the material for repair/replacement the supplier shall furnish Bank Guarantee, valid for 6 months, equivalent to 100% of the total cost of the material to be lifted for repair/ replacement. Failure to submit Bank Guarantee or to lift the material or to repair the equipment within the stipulated period, the purchaser shall be entitled to deduct/ recover the full cost of defective material from the outstanding payments/ B.Gs. of the supplier. The payment so deducted/recovered shall be released after receipt of repaired/replaced material. The purchaser shall also be at entitled to suspend further dealing with the supplier till the receipt of repaired/replaced material/equipment.

In addition to above, the penalty on account of losses incurred due to sub standard material, would be decided by the WTD and imposed, depending on the merit of each case. In respect of the defective/sub-standard supplies, the date on which such a supply is replaced shall be reckoned as the effective date of delivery there against and the delay shall be worked out accordingly with reference to the date on which the supply was due as per the terms of contract, for the purpose of determining penalties/liquidated damages recoverable under Clause governing damages for delay.

The above provision shall apply mutatis-mutandis to the material found sub-standard or defective during the period of warranty.

CONSIGNEES RIGHT OF REJECTION

Notwithstanding any approval which the purchaser may have given in respect of the material, it shall be lawful for the consignee to reject the material or any part thereof on behalf of the purchaser within a reasonable time after actual delivery thereof to him at the place or destination specified in PO if the material or any part or portion thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before despatch or delivery or during transit or otherwise howsoever.



The provision contained in clause governing the removal of material rejected by the purchaser or his authorised agent shall, mutatis mutandis, apply to material rejected by the consignee as herein provided.

REMOVAL OF REJECTED MATERIAL:

If any material is rejected by the Purchaser or his authorized agent after tests and inspection or by the consignee, the material so rejected shall be removed from the premises of rejection by the supplier at his own cost. Such rejected material shall under all circumstances lie at the risk of the Supplier from the moment of such rejection; and if such material is not removed by the Supplier within a period of 30 days, the Purchaser or his authorized Agent or consignee may dispose of such material in any way at the Supplier's risk and cost and retain such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal and shall also be entitled to recover handling and storage charges for the period during which the rejected material is not removed.

5.0 WARRANTY:-

The supplier shall be under an obligator responsible to replace free of cost, with no transportation or insurance-cost to the purchaser, up to the destination, the whole or any part of the material which in normal and proper use proves defective in quality or workmanship, subject to the condition that the defect is noticed within **18 months** from the date the material is received by the consignee. The consignee or any other officer of the HPSEB Ltd actually using the material will give prompt notice of each such defect to the supplier as well as the purchaser. The replacement shall be effected by the supplier within a reasonable time, but not, in any case, exceeding 30 days. The supplier shall also arrange to remove the defective supply within a reasonable period but not exceeding 30 days from the date of issue of the notice in respect thereof. Upon the supplier failing to do so, the damages/defects may be got rectified by the purchaser and the cost adjusted from the firm's pending dues and/or security deposit against this or any other contract in force and the balance left be got deposited/made good by the supplier. The purchaser may withhold the amount equal to cost of defective material. The above provisions shall also apply to the material, replaced by the supplier under the clause, in case the same is again found to be defective within 12 months of its replacement/ repair.

6.0 NEGLIGENCE AND RISK PURCHASE:-

6.1 If the supplier shall neglect to execute the work or refuse to comply with any reasonable orders, given in writing by the purchaser, in connection with the purchase or shall contravene the provision of purchase order, the purchaser shall be at liberty to take the work wholly or in part, out of the supplier's hands and purchase from elsewhere at the risk and cost of the supplier and security deposit/ EMD or both shall be forfeited. In such an event, it shall be lawful for the purchaser to retain any balance payment which may otherwise be due by him to the firm, on any account and apply the same towards risk purchase. If no such balance is due by him to the firm, or if due, is not sufficient to cover the amount thus recoverable from the firm; it shall be lawful for the purchaser to recover the whole or balance of the amount from the firm by action of law or otherwise.

6.2 Further in case of such default by the supplier, the purchaser may also suspend business dealings with the supplier, apart from claiming recoverable compensation/ damages.



7.0 FORCE MAJEURE:-

7.1 The company shall not be liable for loss or damage due to delay in manufacture or delivery resulting from any causes beyond the company's reasonable control, including but not limited to compliance with regulations, orders or instructions of any federal State or Municipal or Govt. Agency thereof, acts of God, acts of Civil and Military authorities, fires, floods, strikes, lockouts, factory shutdowns or embargoes or war riot. Delay in transportation, to obtain necessary labour, manufacturing facilities or inability to obtain materials due to import or non-availability of raw materials and failure / restriction of power supply/ delay in releasing payment, shall not be considered as force majeure circumstances.

7.2 The onus of proving that the work was delayed due to force majeure, shall rest with the supplier.

8.0 ARBITRATION:-

All disputes or differences in respect of which the decision, if any, of the Purchaser and the Supplier has not become final or binding as aforesaid shall be settled by Departmental Grievance Redressal Committee constituted as under:-

Chief Engineer (PCA), HPSEBL	Chairman
Superintending Engineer (P&M), HPSEBL	Member
Concerned Superintending Engineer, HPSEBL	Member Secretary
Accounts Officer nominated by Chief Accounts Officer (CAO), F&A Wing, HPSEBL	Member
Concerned Sr. Executive Engineer, HPSEBL	Member
Dy. Secretary (Law), HSPEBL	Member

In case, the claim/representation made by the aggrieved parties is found genuine, in that eventuality, the Department Grievance Redressal Committee shall recommend the claim through Chief Engineer (MM) to the WTD of HSPEBL including Chief Engineer (concerned) & Deputy Secretary (Law) as special invitees for approval.

In case of any dispute/difference further arising out of said contract, the same shall be subject of jurisdiction of Civil Court within the territory of Himachal Pradesh.

9.0 RAW MATERIALS:-

9.1 The raw materials to be used in the manufacture of goods, to be supplied against this purchase order, must be of the best quality of its own kind, obtainable in the market and shall be preferably ISI marked. The supplier will be entirely responsible for the arrangement of the materials, required for this purpose and no assistance, whatsoever, will be given by the Board on this behalf.

10.0 FALSE INSPECTION CALL:-

10.1 On receipt of the advance notice from the supplier offering the material for inspection the purchaser will get the material inspected and issue dispatch authorization within 20 days. In case the Inspecting Officer notice at the supplier's premises that the material was not ready for inspection and that the notice given by the supplier was in fructuous, the expenditure incurred by the

purchaser arranging for such inspection will be debited to the suppliers account. Besides this a letter of warning shall be issued and it shall be considered towards their performance for all intents and purposes. The supplier shall be responsible to pay penalty of 20,000/- for each occasion at which the fake inspection call has been made or the material is rejected during testing/ inspection by the authorised agency/representative of the purchaser. This penalty would be in addition to the expenses incurred by the purchaser in deputing the Inspecting Officer, carrying out such inspection.

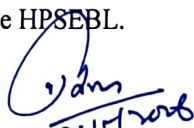
Corrupt or Fraudulent Practices

The purchaser expects that Tenderers/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of purchaser contracts. To achieve the aim of this policy.

- (a) Defines, for the purposes of this provision, the terms set forth as follows:
- (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution: and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchaser, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial, non-competitive levels and to deprive the purchaser of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a purchaser contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a purchaser contract.

11.0 SET OFF:-

The tender and subsequent order shall be linked in all ways whatsoever with the other tender(s) submitted by the firm in the past and any order(s) placed by the HPSEBL.


Chief Engineer (MM),
HPSEBL, Vidyut Bhawan,
Shimla-171004.