



HARYANA POWER GENERATION CORPORATION LIMITED

(An ISO:9001, ISO:14001 & OHSAS:18001 Certified Company)

PANIPAT THERMAL POWER STATION

Assandh Road, Panipat - 132105

Ph 0180-2566486, Fax 0180-2566375, E-mail neeraj.shori@hpgcl.org.in

Taxpayer Trade/Legal Name : Haryana Power Generation Corporation Limited

GST Regn. No. : 06AABCH4536J1ZM

Purchase Order

PO No. : PO201710108
PO Date : 14.09.2017
Our Enquiry No. : PTP/POM-EN201710004
Dated : 20-Apr-2017
Vendor Ref. No. : AEPL/PTPS/17-18
Dated : 09-Aug-2017
Vendor Code : A00067

To : M/s Ashbond Engineers Pvt Ltd.
B-9/3, Mian Wali Nagar
Rohtak Road, New Delhi - 110087
Fax: 011-25264696

Subject : Supply of Axial Piston Pump for HPBP System for 250 MW Unit-7.

Dear Sir,

With reference to your abovementioned offer and subsequent correspondence till date on the subject cited matter, a regular order is hereby placed on you for supply of material as per Annexure-I to the consignee i.e. Executive Engineer / Stores (O&M), PTPS, Panipat with following terms & conditions:-

TERMS & CONDITIONS

Total Value	Rs. 192000.00
Price Basis	FOR Delhi
Packing & Forwarding	Not Applicable
Goods and Services Tax (GST)	Extra as applicable (Present rate is 18% against HSN Code 8402)
Freight	To be arranged by consignee
Transit Insurance	To be arranged by consignee
Inspection	Pre Dispatch Inspection applicable
Mode of Transport	By Road
Delivery Point	PTPS, Panipat
Delivery Period	20 weeks from the date of issue of PO.
Payment Terms	100% Payment along with 100% taxes against collection of material from Delhi office through at per cheque.
Security Deposit	Not Applicable
Damages for delay	Applicable
PBG	Not Applicable
Part Payment Part Supply	Not Applicable
Test Certificate	Applicable
Warranty/Guarantee Certificate	Applicable
Identical / Interchangeability Certificate	Applicable
Detailed Terms & Conditions	As per Annexure-II

NOTE: - 1) The supplier shall ensure that the transporter engaged by them complies with the statutory requirement of road worthiness and pollution norms.

2) The supplier shall ensure to supply only quality products, follow best practices for environment protection and shall take all care for occupational health & safety.

3) The material should be properly packed for safety.

Xen/Proc-1
For SE/MM & Stores,
PTPS, HPGCL, Panipat

Endst No: Ch-14 / POM -111762/ P-I

Dated: 14.09.2017

Copy of above is forwarded to the following for information and necessary action:-

1. Xen / Stores (O&M), PTPS, Panipat
2. Xen ITG-V, PTPS, Panipat
3. Sr A O (O&M-II), PTPS, Panipat
4. SE/O&M-V, PTPS, Panipat
5. A G Audit, Haryana, Sector-33-B, Chandigarh
6. SE/MM&Stores, PTPS, Panipat
7. PA to CE/PTPS for kind information please

The above purchase order has been issued with the approval of CE/PTPS at NP-12 of file No. POM-111762 and after pre-audit by Sr A O / O&M-II PTPS, Panipat and order is placed as per the requirement of SE / O&M-V vide memo No. dated _

Xen/Proc-1
PTPS, HPGCL, Panipat

DESCRIPTION OF MATERIAL

PO No PO201710108

PO Date: 14.09.2017

S. No	Item Code	Item Description	Qty.	UOM	Rate (Rs)	Amount
1	272521081040010	TURBO GENERATOR SPARES ITEM NAME AXIAL PISTON PUMP PART NUMBER NOT AVAILABLE ASSEMBLY OIL SUPPLY UNIT(OV32B) ASSEMBLY DRAWING NUMBER NOT AVAILABLE EQUIPMENT HP-LP BYPASS MAKE BHEL CAPACITY 250 MW ADDITIONAL INFORMATION PUMP MAKE IYAPPAN	1	NO	192000.00	192000.00
G.Total=192000.00						

(Rupees one lac ninety two thousand only .)

- Note (a) Consignee: Executive Engineer/Stores (O&M), PTPS, Panipat
 (b) Banker: State Bank of Patiala, Thermal Plant, Assandh Road, Panipat
 (c) The mode of transport will be ARC/TCI. In case, it is not possible to send the material through above mentioned transporters, then prior consent from this office may be obtained before dispatching the material.

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TERMS & CONDITIONS

1. **Price** - If not specified otherwise, the prices shall remain FIRM for the entire supply of the ordered material, subject to no variation in any circumstances, whatsoever.
2. **GST** - If extra GST shall be paid as per actual within the delivery period. However after expiry of delivery period, GST shall be paid as applicable within the delivery period or as prevailing at the time of dispatch, whichever is minimum, on production of following certificate -
- a) Certified that the GST charged in the bill is not more than what is payable under provisions of the relevant act or rules made their under
- b) Certified that the amount of Rs. _____ claimed as GST in the bill is in accordance with the rules made their under in all respects and that the same has been paid to the relevant authorities
3. **Mode of Transport** - All the material should be dispatched by goods / passenger train if not specified otherwise
4. **Transit Insurance** - a) If the insurance is to be arranged by the supplier, the material shall be insured against all risks and losses for its full delivery value up to the destination station. The consignee shall, however report losses and damages to the supplier within 30 days of the receipt of material
- b) In case the insurance is to be arranged by the consignee, supplier shall intimate through email / fax to the consignee about the dispatch of material
5. **TERMS OF PAYMENT** - The payment shall be made along with full taxes and duties. The Bank Guarantee, if applicable, should be submitted on the HPGCL, prescribed format on Non Judicial Stamp Paper of Rs. 15/- and the same should be sent to Sr A O / O&M-II, PTPS, HPGCL, Panipat-132105 along with the bills & invoices under intimation to this office
- Delivery Period** - The supplier shall deliver the material strictly as per delivery schedule. If the supplier fails to deliver the material within the period fixed for delivery, the purchaser shall have the right to refuse to accept any such supply even on reduced rates. No extension of the date, on which the delivery is due, will ordinarily be claimed by the supplier. The bank charges shall be borne by the supplier.
7. **Guaranty / Warranty Certificate** - If applicable, the supplier shall furnish the following certificate on their letterhead.
- "Certified that we will be responsible to replace free of cost with no transportation and insurance expenses to the purchaser up to the destination the whole or any part of the material / equipment supplied by us against P O No. _____ Dated _____ which under normal & proper use, maintenance and on testing proves to be defective in material, quality and workmanship within 18 months from date of dispatch or 12-months from the date it is put to use by the purchaser, whichever is earlier, provided the purchaser gives proper written notice within the reasonable time actually required to do so and above warranty will also be applicable to the material / equipment so replaced by us"
8. **Identical & Interchangeability Certificate** - If applicable, the supplier shall furnish the following certificate on their letterhead
- "All the components / equipments are identical in construction, interchangeable and suitable to the equipment already installed at PTPS, Panipat"
9. **INSPECTION** - a) The inspection of the material shall be carried out by the representative of this office at your works / office before dispatch / collection of material. An advance notice of 15-days shall be required to be given by the supplier to the purchaser for deputed the inspecting officer. All material should be offered for inspection in one lot, if not otherwise mentioned in the delivery clause. However any re-inspection or more than one inspection shall be carried out by the purchaser at supplier's cost
- b) If pre-dispatch inspection is not applicable such material will, however, be subjected to inspection and tests, if any, at consignee's end and defects, if any, noticed shall be notified promptly to the supplier for rectification or replacement of material as necessary
- c) To be carried out in O&M stores
10. **Dispatch of Documents** - The documents as detailed below should be dispatched to the following individual offices:-
- | | |
|---|-------------------------------------|
| A) Executive Engineer / Procurement-1, PTPS, Panipat-132105 | c) Copy of invoice |
| Acceptance of P O | f) Test certificates |
| Copy of RR/GR | |
| LD / Sr A O / O&M-II, PTPS, Panipat-132105 | c) Documentary/proof of GST claimed |
| a) Copy of invoice in triplicate | f) Interchangeability certificate |
| d) Proof of insurance charges | i) Bank Guarantee |
| g) Copy of inspection report | |
| j) Copy of RR/GR | |
| b) Readiness of material / inspection call | |
| e) Advance intimation of dispatch | |
| b) GST Certificate | |
| e) Guarantee/Warranty certificate | |
| h) D.D. on account of security deposit | |
11. **Packing** - The material should be properly packed to avoid any damage in transit and the supplier shall be responsible for the damage, if any
12. **Interest** - No interest whatsoever, on any account shall be paid by HPGCL.
13. **Bank Charges** - All bank charges shall be borne by the supplier
14. **Force Majeure** - Supplier shall not be liable for loss or damage due to delay in manufacturing or delivery of the material / equipment resulting from any causes beyond their reasonable control, including acts of God, acts of civil / military authorities, fires, flood, freight embargo, war-risk, riot, civil commotion, compliance of regulation, orders, instructions of any of Federal / State / Municipal Govt. / Agency thereof, strikes, lockout & factory shutdown.
15. **Arbitration** - a) All the disputes and / or differences and / or claims arising out of and / or concerning and / or in connection with, and / or in consequence or relating to this contract whether or not obligatory on either or both parties under the contract be subsisting at the time of such dispute and whether or not the contract has been terminated or purported to be terminated or completed shall be referred to the sole arbitration of MD, HPGCL or an officer appointed by MD / HPGCL as his nominee. The award of the Arbitrator shall be final and binding on both the parties to the contract
- b) The objection that the arbitrator has to deal with the matters to which the contract relates, in the course of his duties or he has expressed his views on any or all the matters in dispute or difference, shall not be considered as a valid objection
- c) The arbitrator may from time to time, with the consent of the parties to the contract, enlarge the time for making the award. The venue of arbitration shall
16. **Risk Purchase** - In the case of delay or non supply of any or all material on the dates, they are due, the HPGCL will have the right to refuse to accept such delayed material and to make the purchase of the material so delayed or not supplied from any alternative source or through departmental manufacturing at the sole risk and cost of the supplier. Any extra expenditure incurred on such purchase or departmental manufacturing shall be recoverable in full from the supplier in addition to the HPGCL right on claim for liquidated damages
17. **Jurisdiction** - In all matters connected with this, court in Panipat alone have its jurisdiction.
18. **Acceptance / Acknowledgement** - The acceptance of P O may be acknowledged within 7-days from the date of receipt of P O
19. **Damage for Delay** - All the material mentioned in the purchase order should be supplied within the stipulated delivery period. However in case material is supplied / dispatched after the stipulated delivery period and LD / Damage for Delay clause is applicable in the P O, then the supplier will have to compensate the purchaser for delay @ 0.5% of delayed / undelivered portion of supply of the purchase order excluding the taxes per week or part thereof subject to maximum of 5% of the delayed / undelivered portion of the supply
20. **Security Deposit** - If applicable, then supplier shall deposit security equal to 2% of the value of order on receipt of the purchase order for its faithful execution. The earnest money, if any, shall be adjusted towards security deposit. In case of default or non-fulfillment of terms & conditions of the purchase order, the security deposit will be forfeited by the HPGCL. The security should be deposited either in cash at counter or sent by crossed demand draft of any scheduled bank at Panipat in favor of Sr A O (O&M-II), PTPS, Panipat HPGCL. No claim shall be made against the purchaser either in respect of the security deposit / earnest money or its depreciation in value
21. **Test Certificate** - If applicable, Test certificate(s) for the tests carried out at the manufacturer's premises conforming to relevant ISS, shall be sent for approval prior to any inspection / dispatch
22. **Set Off** - Any sum of money due and payable to the supplier under a contract (including security deposit returnable to the supplier) may be appropriated by the Corporation and set off against any claim of the Corporation for the payment of a sum of money arising out of under that or any other contract entered into by the supplier with the Corporation
23. **Demurrages** - The Supplier shall give prior intimation at least 15 days before dispatch of material to the consignee for necessary funds. The Supplier shall be responsible for all demurrage charges due to late receipt of GR and non-receipt of prior intimation of dispatch of material to the consignee. GR through bank other than specified one will not be accepted. If any consignment and its relevant shipping document are dispatched to an incorrect address / destination or parts of the case, the additional expenses involved & delay in delivery shall be to the Supplier's account

Xen/Proc I

For SE/AM & Stores
PTPS, HPGCL, Panipat

Note :- Our Taxpayer Trade / Legal Name is 'Haryana Power Generation Corporation Limited'. However firm is requested to suffix word 'PTPS' with their invoice no. and also upload the same on auto populated details.