

ANNEXURE - "A"

BASIC INFORMATION FOR THE SUPPLIER

Purchase Order cum Contract Agreement No. /O&M/PC-

Dated / /20

1. Addresses for Correspondence

1.1 Purchasing Authority:

Chief Engineer / General Manager/ O&M,
Procurement Cell, GHTP, PSPCL, Lehra Mohabat.
Distt. Bathinda (Pb.)-151111.

Phone No.0164-2756255

Fax No.0164-2756255

1.2 Consignee:

The goods shall be dispatched and consigned to:

AEE / Stores, O&M, GHTP, Lehra Mohabat, Distt. Bathinda (Pb.)

1.3 Railway Station:

1. For small consignments: Rampura-Phul (NR)
2. For full Wagon Loads: (Also for special consignment wherever specified)
GHTP, Railway siding, Lehra Mohabat.

1.4 Paying Authority:

Accounts Officer, O&M, GHTP, Lehra Mohabat, Distt. Bathinda (Pb.)-151111

Phone No.0164-2756834,

1.5 Bankers:

State Bank of India, Shopping Complex, GHTP, Lehra Mohabat, Distt. Bathinda (Pb.)-151111.

Phone No.0164-2756819, 2756414

1.6 Dispatch Documents:

In case of payment through bank, documents detailed below shall be sent to bankers for payment:

- a) Original RR/GR.
- b) Original Invoice.
- c) Copy of Inspection Note.
- d) Original Dispatch Note/Challan.
- e) Insurance cover note.
- f) G.S.T. Certificate (Refer Clause No.2 of Terms & Conditions).
- g) Warranty Certificate.
- h) Any other documents asked for.

Photo copy of all the above documents shall be sent to the following for advance information of dispatch.

1. Purchasing Authority as 1.1 above.
2. Paying Authority as 1.4 above (In Duplicate)
3. Consignee as 1.2 above.

No goods shall be accepted unless accompanied by the challan/invoice in the name of CONSIGNEE. All invoices must bear the purchase order number, date & RR No./ GR No. and date and name of transport. Any wharfage/demurrage/interest charges accruing as a result of any of the following irregularities shall be to the account of supplier:

- i) Sending dispatch documents through a bank other than the above bank.
- ii) Late intimation/delivery of documents by bank to the paying authority.
- iii) Sending incomplete documents to the above authorities.
- iv) Late arrival of documents with the banks.
- v) Sending back the documents (Hundi) by the bank due to late arrival of material with the transporter.
- vi) Delay due to incorrect claim of payment.

TERMS AND CONDITIONS

PRICES: - Rates are FOR/Ex-Works/Ex-Godown _____ as per Clause _____ 1 _____ of purchase order.

- i. Packing and forwarding charges shall be as per clause 3 of P.O.
- ii. Freight charges shall be as per Clause 4 of purchase order.

GOODS AND SERVICES TAX: As per Clause No. 2 of purchase order.

PSPCL is registered centrally in the state under GSTN 03AAFCP5120Q1ZC

GST, as applicable, will be paid as per prevailing provisions of GST Act & Laws against submission of documentary proof at rate(s) prevailing during the contracted delivery period on the basis of actual. The following certificates shall have to be furnished along with invoice

- a) Certified that the transaction on which the GST is claimed has been/shall be included in the return submitted /to be submitted to the GST Authorities and the amount claimed from the Punjab State Power Corporation L.td. has been / shall be paid to the GST Authorities.
- b) Certified that the goods on which the GST has been charged have not been exempted under GST Act or rule made there under and that the GST charged on these goods is not more than what is payable under the provisions of relevant act.
- c) Certified that we shall indemnify the Punjab state Power Corporation Ltd., in case, it is found, at a later stage that wrong or incorrect payment had been received on account of GST, the same will be refunded.
- d) Certified that we are registered dealer under the GST Act and registration no. is _____.
- e) Certified that FURTHER any loss due to non -availability of ITC or levy of penalty /interest payable by PSPCL on account of non filling of return or non-compliance or any mis-statement given under the provisions of GST Act shall be recoverable from us.

3. TERMS OF PAYMENT: - As per Clause No. 5 of purchase order.

- (a) 95% payment of contract value pro-rata for each consignment of operationally complete equipment dispatched after approval of Inspecting Authority/Test Certificate etc. along with taxes & duties and Other Statutory levies as per contract shall be paid within 45 days against received challans & submission of requisite documents. The balance 5% Payment shall be kept as performance Guarantee which shall be released after due receipt of Goods Receipt Note from the concerned consignee(s) or expiry of three months from the date of received challans & submission of requisite documents, whichever is earlier.

OR

- (b) 95% of the contract value prorata for each consignment of operationally complete equipment dispatched after approval of inspection authorities/test certificates etc. along with 100% goods and services tax and any other statutory levies as per purchase order/contract shall be paid against RR/GR of a transport company approved by Banker's Association and dispatch documents through State Bank of Patiala, G.H.T.P., Lehra Mohabat, Distt. Bathinda (Bank charges to be borne by the supplier) and received challans of consignee, if transported by road. Balance 5% of the contract value of each consignment shall be paid within 45 days on receipt/acceptance of the material by the consignee in good conditions.

OR

- (c) 100% of the contract value prorata for each consignment of operationally complete equipment dispatched after approval of inspection authority/test certificates etc. along with 100% goods and services tax and any other statutory levies as per purchase order/contract shall be paid against RR/GR of a transport company approved by Banker's Association and dispatch documents through State Bank of Patiala, G.H.T.P., Lehra Mohabat, Distt. Bathinda (Bank charges to be borne by the supplier) and received challans, if transported by road subject to furnishing a bank guarantee of 5% of the amount against that consignment valid for a period of three months after receipt/acceptance of the material by the consignee in good conditions.

Any demurrage/wharfage charges etc. on account of any delay as a result of sending the RR/GR through any other bank will be to the supplier's account. In case of dispatch of material by road transport documents shall be retired from the bank only after confirmation regarding receipt of the material at transporter's godown at destination station in good condition.

d) 100% of the contract value prorata for each consignment of operationally complete equipment dispatched after approval of inspection authority/ test certificates etc. along with 100% goods and services tax and any other statutory levies as per the purchase order/contract shall be paid immediately but within 45 days on receipt/acceptance of the material by the consignee in good condition at GHTP Stores, Lehra Mohabat.

4. **INSPECTION AND TEST:** - As per Clause No. 8 of purchase order.

The goods on order shall be inspected, examined and tested by representative of Dy. Chief Engineer / SE GHTP, Lehra Mohabat, or by any other agency nominated by the purchaser at manufacturer's/supplier's works/premises during or after the manufacture of goods prior to dispatch on receipt of clear notice of minimum two weeks in advance to be reckoned from the date of receipt by the purchaser. The supplier shall provide all the facilities as may be required to carry out the test in accordance with the approved standards free of cost.

On receipt of material in the stores/workshops, PSPCL shall inspect the material at random as per provision of the Purchase order/contract irrespective of the fact whether or not, it has been inspected before dispatch. If the shortage/deviation from declared quantity /specification is noticed, the same shall be reported immediately by the consignee to the supplier, under intimation to all concerned. On receipt of such intimation from consignee(s), the CE in charge of the stores/workshops shall fix a date and time for joint verification under intimation to the supplier& all concerned giving minimum 10 days-time. The checking shall be carried out in the presence of firm's representative at Destination Station and in case the firm's representative does not happen to be present at destination on the specified date & time so fixed, then PSPCL shall be at liberty to do joint verification in his absence. The shortage/discrepancies so detected shall be applied on the full lot. In case shortage/discrepancies, in particular lot supplied to various consignees, are also noticed by different consignees, the above procedure shall be followed for joint verification by each and all such consignees. The maximum shortages/discrepancies detected by any of the consignees shall be applied to the entire lot of material supplied to various consignees. In case of any failure of material during random checking, PSPCL reserves the right to reject the entire lot at the risk and cost of the supplier.

In case of repeated shortages/discrepancies the firm shall be liable for suspension of business dealings/black listing. This is without prejudice to the other rights arising/accruing to the purchaser under various clauses of the Tender specification & Purchase Order-Cum-Contract.

THE INSPECTING OFFICER SHALL RECORD THE FOLLOWING IN THE INSPECTION REPORT:
"The material has been packed in his presence and it has been properly sealed and marked/signed by him."

OR

The goods on order shall be dispatched by the supplier against their own guarantee/warrantee without pre-dispatch inspection of the material shall be inspected, examined and tested by representative of Dy. Chief Engineer / SE GHTP, Lehra Mohabat, after receipt of material in GHTP stores at supplier's cost, if any.

5. **DELIVERY SCHEDULE:** - As per Clause No. 7 of purchase order.

The goods on order shall be supplied upto/within _____ from the issue of technically and commercially clear purchase order and shall be reckoned from the date of dispatch in case of Rail Transport and received Challans/good receipts in case of Road Transportation by goods Carrier.

The goods shall be packed suitably and dispatched immediately but within 2-3 days of issue of inspection note/dispatch instructions by GHTP.

Purchase Order is placed strictly on the understanding that the supplies shall be completed within the delivery schedule. In case the supplier fails to complete the supplies as per the delivery schedule stipulated above due to recognized reasons of force majeure, the supplier shall be responsible to

furnish well in time sufficient evidence and data to the satisfaction of the purchaser to prove the existence of said force majeure conditions so as to justify grant of extension in delivery period.

Any genuine delay in approval of technical details, drawings, sample, issuance of amendment of purchase order, conducting inspection and inspection of test reports/ test certificates for allowing dispatches etc. will count towards extension of the delivery period by corresponding period other than admissible under force majeure conditions if any, substantiated by the supplier and duly accepted by the purchaser.

6. **MODE OF TRANSPORT:** Material shall be dispatched, preferably through rail. In case it is dispatched through road, it may be dispatched preferably through any one the following transport companies.

1) NITCO Roadways Ltd.	2) Transport Corporation of India (TCI),
3) Green Carriers & Contractors (Delhi),	4) Economic Transport Organization,
5) Associated Road Carriers Ltd.,	6) Amar Transport Company,
7) South Eastern Roadways.	

7. **INTIMATION TO ACCOUNTS OFFICER & CONSIGNEE:** - The supplier shall intimate theprobable date of dispatch followed by telegraphic advance intimation regarding the actual date of dispatch (RR/GR) to Accounts Officer / O&M, GHTP, Lehra Mohabat-151 111 to enable him to arrange payment failing which demurrage, wharfage etc. will be to supplier's account. A copy of such intimation should be sent to the Consignee and Chief Engineer / O&M, Procurement Cell, GHTP, Lehra Mohabat, Distt. Bathinda (Pb.)-151111 for reference immediately.

8. **INVOICES:** - In case of payment through bank original copy of invoice and dispatch documents (i.e. GST certificates, photo-copies of RR/GR and test certificates etc.) shall be sent to the bank (State Bank of India, GHTP, Lehra Mohabat, Distt. Bathinda, Punjab-151 111) two copies to the Accounts Officer/O&M, GHTP, Lehra Mohabat-151 111 one copy to the consignee and one copy to Chief Engineer / O&M, Procurement Cell, GHTP, Lehra Mohabat, Distt. Bathinda (Pb.)-151111.

In case of payment after receipt/acceptance of the material by the consignee, three copies of the invoices along with dispatch documents shall be sent directly to Accounts Officer/O&M, GHTP, Lehra Mohabat fourth copy to the Consignee and fifth copy to Chief Engineer / O&M, Procurement Section, GHTP, Lehra Mohabat, Distt. Bathinda (Pb.)-151111. Invoices/Bills for the balance payments if any shall be sent directly to Accounts Officer/O&M, GHTP, Lehra Mohabat in quadruplicate on completion of supplies. Purchase Order No./Date, RR/GR No./Date, name of the transporter, consignee, description of material along with Indent No./Code No. against each item as per the purchase order must be indicated on invoices/challans.

9. **PENALTY/DAMAGES FOR DELAY IN DELIVERY:-** If the supplier fails to deliver the material/equipment with in the stipulated delivery period of the Purchase order/contract the same is liable to be rejected and if accepted, the supplier shall be liable to pay as penalty @ 1/2 % (half of one percent) of the cost of undelivered supply./incomplete equipment per week of delay thereof, not exceeding maximum limit of 10% of the cost of complete unit of undelivered equipment/material so delayed.

There will be no slack period. GST on penalty will be deducted/charged @ 18.1. or as applicable

10. **EXTENSION IN DELIVERY PERIOD:** - Any genuine delay in approval of technical details, drawings, samples, issuance of amendment of purchase order, conducting inspection and approval of inspection test report/test certificates for allowing dispatches etc. will count towards extension of the delivery period by corresponding period other than admissible under force majeure conditions, if any, substantiated by the supplier and duly accepted by the purchaser. No extension in delivery shall be guaranteed in case of delay in payment.

In the event of default on the part of the contractor/supplier in the faithfull execution of purchase order/contract his security deposit shall be forfeited by an order of the contracting/purchasing agency under intimation to all other Superintending Engineers, Chief Engineers and Secretary/PSPCL.

The fore-feiture of security deposit shall be without prejudice to any other rights arising or occurring the PSPCL under relevant provisions of the purchase order/contract like penalty/damages for

delay in delivery of risk purchase including suspension of business dealings with PSPCL for a specific period.

11. NEGLIGENCE AND DEFAULT:

In case of negligence on the part of supplier/contractor to execute the order/contract with due diligence and to comply with any reasonable orders given in writing by the purchaser in connection with the purchase order/contract or any contravention in the provisions of the purchase order/contract, the purchaser may give 21 days notice in writing to the supplier/contractor to make good the failure or neglect or contravention and if the supplier/contractor fails to comply with the notice within time considered to be reasonable by the purchaser, he will have the right to cancel the contract and claim due compensation/damages from the supplier.

(ii) Further in case of such default by the supplier/contractor the purchaser may also suspend business dealings with the supplier/contractor for a specific period apart from claiming reasonable compensation/damages, forfeit for security etc.

12. FORCE MAJEURE:

During the pendency of the contract/purchase order, if the performance in whole/part by either party or any obligation there-under, is prevented/delayed by causes arising out of any war, hostilities, civil commotion acts of the public enemy, sabotage, fire, floods, explosion epidemics or non availability of govt. controlled raw material, under orders/instructions of Central/State Govt. Regulations, strikes, look-outs embargo, acts of civil/military authorities or any other causes beyond their reasonable control, neither of the two parties shall be made liable for losses/damages due to delay of failure to perform the contract during the currency of force majeure conditions, provided that the happening is notified in writing with documentary proof within 30 days from the date of occurrence. The supplies shall be resumed under the contract as soon as practicable after the happening (event) ceases to exists.

13. SECURITY DEPOSIT: - As per Clause No. 10 of purchase order.

On faithful execution of Purchase Order/Contracts in all respects, including warranty period, if any, Security Deposit of the Contractor/Supplier shall be released by the Contracting/Purchasing Agency. The refund shall be made within 30(thirty) days from the issue of security release order by the concerned purchasing agency.

In the event of default on the part of the contractor/supplier in the faithful execution of purchase order/contract his security deposit shall be forfeited by an order of the contracting/purchasing agency.

The forfeiture of security deposit shall be without prejudice to any other rights arising or occurring to the PSPCL under relevant provisions of the purchase order/contract like penalty/damages for delay in delivery or risk purchase including suspension of business dealings with PSPCL for a specific period.

14. INSURANCE: - As per Clause No. 9 of purchase order.

The goods on order shall be dispatched uninsured by the supplier. The requisite insurance shall be arranged by the purchaser against Policy No. . The supplier shall intimate

telegraphically brief particulars of dispatch to the purchaser as well as to our **INSURANCE AGENTS**

for arranging insurance. The supplier shall ensure that the value of the consignment as p'er invoice is indicated in the RR/GR by Railway/Road Carrier, otherwise any substandard claim by the Insurance Co. for not indicating the consignment value in the RR/GR shall be to suppliers account. The consignee shall lodge the claim for any loss/damage to good in transit within 30 days of the receipt of the material/intimation at destination.

OR

(i) As the overall rates are inclusive of transportation loading/unloading and on FOR destination basis, it is the responsibility of the supplier to deliver the goods in sound condition in PSPCL's stores at Lehra Mohabat. For that purpose the supplier may at his option insure the material against all risk at his own cost during the transit for full delivered value of the material upto destination. All works in connection with settling of claims, if any, with railway authorities, road transport and or insurance company shall be carried out by the supplier for which no extra payment shall be made by the PSPCL. However, necessary assistance required in connection with making and settling of such claims, if any, shall be provided by the consignee.

- (ii) All damages and/or shortages during transit as covered by the insurance shall be made good immediately on receipt of such information from the consignee, without waiting for settlement of claims. However, in case of apparent damages/and or shortages, the consignee shall obtain the loss/damages certificates from the transport authorities and send the same to the contractor within period 30 days from the date of receipt of material subject to the condition that a certificate shall be attached by the supplier/contractor with each bill to the effect that the material has been duly insured.
- (iii) The consignee shall report losses and damages to the firm within 30 days of the arrival of equipment/material at site. It will, however, be supplier's responsibility to prefer timely claims on the insurance under writers and to arrange replacement thereof to the consignee.
- (iv) In case, replacement/repair of defective materials is not carried out within six months of intimation of damages supplier shall have to pay interest at the rate of 12% per annum on the advance payments made by PSPCL from date of its payment upto the date of replacement of material.
- (v) The suppliers shall be wholly responsible for the loss shortages and damages etc. during transit. Such shortage and damages etc. will have to be replaced/ repaired by the supplier/contactor free of cost immediately without waiting for-maturing of the supplier's/contactor's claims with the road transport/ railway authorities.

15. WARRANTY: - The supplier/contactor shall be responsible to replace free of cost with no transportation and insurance expenses to the purchaser upto the destination of material/equipment, the whole or any part of the material. Which under normal and proper use and maintenance proves defective in material or workmanship within 12 months from the date, it is taken over by the purchaser or 18 months from the date of dispatch in respect of indigenous equipment, 24 months from the date of shipment for imported material, which ever expires earlier provided the purchaser has given prompt written notice of such defects to the supplier/contactor. Such replacement shall be affected by the supplier/contactor within a reasonable time not exceeding 6 months of the intimation of defects, otherwise shall not in any case exceed the cost of correcting the defect or replacing the defective part/material and upon the expiry of the warranty period stipulated above all such liabilities shall terminate.

The above provisions shall equally apply to the material so replaced/repaired by the supplier/contactor under this clause in case the same is again found to be defective within 12 months of its replacement/repair. In case the replacement/repair of defective material is not carried out within six months of intimation of defects. The supplier/contactor shall have to pay interest @ 12% per annum on the value of each complete operational unit of equipment beginning from the date of its becoming defective upto date of its re-commissioning after replacement/repair.

16. CHANGES: - No variation or modification or waiver of any of the terms and provisions shall be deemed valid unless mutually agreed upon in writing by both the purchaser & the supplier.

17. DISPATCH INSTRUCTION/CONSIGNEE: - The goods shall be dispatched to **Rampura Phul / Phul, District Bathinda** and consigned to **Asstt. Executive Engineer, Store (O&M), GHTP, Lehra Mohabat, District Bathinda-151111 (Punjab)**. The purchaser shall not be responsible for any demurrage or wharfage etc. on account of dispatching material without fulfilling the terms and conditions of this purchase order.

18. RAW MATERIAL: - The raw material to be used in the manufacture of the goods/equipment to be supplied against Purchase Order/Contract shall be new and of the best quality of its kind available in the market. The Supplier/Contractor shall be solely responsible for the procurement of raw material required for the purpose.

19. SAMPLES: - Whenever asked for samples must be supplied by the contractor/supplier free of cost at the purchaser's office. Ordinarily samples will not be returned to the Tender/Supplier. However expensive samples, the return of which is desired by the supplier/contactor will be returned to him at his risk and cost.

20. CANCELLATION: - The purchaser reserves the right to cancel the purchase order/ contract as a whole or in part at any time without any financial liability on either side prior to the receipt of intimation regarding taking in hand the manufacture of material.

During the pendency of the Purchase order/ contract, if lower rates are received against the subsequent Tender Enquiry/Enquiries, then the supplier, whose overall contractual delivery period

has expired, shall be offered to supply the material at either of the following rates, whichever is lower, along with any other terms and conditions at variance from the conditions as contained in the original purchase order, if any:

- Rates payable as per the terms and conditions of the Purchase Order less penalty as applicable
- Rates received against subsequent Tender Enquiry/Enquiries

In case the supplier refuses to accept the offer, then the purchase order shall be cancelled without any financial liability on PSPCL. However, if the supplier is debarred as per Regulation 10 (x), then the cancellation of purchase order shall not have any effect on the debarred status of the supplier.

21. JURISDICTION :- All legal and arbitration proceedings in connection with this purchase order/contract shall be subject to the territorial jurisdiction of the local civil court at Bathinda only.

22. FREE STORAGE :- The material shall be booked with atleast 30 days free storage period at transporter's delivery godown. This should be clearly mentioned on the L.R. by the transporter.

23. ARBITRATION:

- If at any time any question, dispute or difference, whatsoever, shall arise, between the Purchaser/PSPCL and the Contractors/Suppliers, upon or in relation, to or in connection with the Purchase Order/Contract, either party may forthwith give to the other, notice in writing of the existence of such question dispute or difference and the same shall be referred for sole arbitration as per the provisions of the Indian Arbitration Act,1996 (amended upto date) who shall give a reasoned/speaking awards. The award of the Sole Arbitrator shall be final and binding on the parties under the provisions of the Indian Arbitration Act, 1996 (amended upto date) and of the rules thereunder. Any statutory amendment, modification or re-enactment thereof for the time being inforce, shall be deemed to apply to and be incorporated in the Contract/Purchase Order.
- Upon every or any such reference, the cost and incidental expenses to the reference and award shall be at the discretion of the Sole Arbitrator so appointed who may determine the amount thereof or direct the same to be taxed as between Solicitor and Client or as between party and party shall direct by whom and to whom and in what manner the same is to be borne and paid.
- The work under the Contract shall, if reasonably possible, be continued during the proceedings of the arbitration and no payment due/ payable to the firm by the Purchaser/PSPCL shall be with-held on account of such proceedings.

24. CORRESPONDENCE:- A copy of all correspondence with this office in respect of this purchase order shall also be sent to the consignee.

25. ACKNOWLEDGMENT:- The receipt of this purchase order shall be acknowledged by the supplier within 7 days otherwise it will be presumed that the PO has been accepted by the supplier.

NOTE: Please quote our complete Purchase Order No. & Date in your Invoice & all other correspondence for ready reference.

Endst. No. _____ Date _____

Dy.CE / SE / HQ,
For ChiefEngineer/O&M,GHTP,
PSPCL, Lehra Mohabat-151111

A copy of above is forwarded to the following for information and necessary action, please:

1. Dy.CE / SE _____ GHTP, LehraMohabat
2. Dy.CAO/ O&M, GHTP, LehraMohabat
3. AEE/ Store / O&M, GHTP, LehraMohabat

This issues with the approval of Chief Engineer / General Manager/O&M / PPC / WWTD / PSPCL at NP-
of file no. / O&M/PC- The expenditure shall be booked to stock.

Dy.CE / SE / HQ,
For Chief Engineer/O&M,
GHTP, PSPCL, Lehra Mohabat.
Distt. Bathinda (Pb.)-151111.