

TENDER NOTICE/ENQUIRY NO: 13/2019-20

DATED : 02/12/19

To,

Address as per list,

Sealed Tenders are invited on behalf of P.S.P.C.L for below mentioned work. The sale of tender specification is up to 11.00 AM dt 17.12.19 and the date of opening is at 12:00 PM dt 17.12.19. So complete documents should reach this office on or before at 11.30 AM dt 17.12.19.

Sr. No	Description of Material Required	Qty.	Rate(Rs/Kg)	Earnest Money
1	Fabrication and fitting of tower members from scrap material (Cutting, Drilling, Member fitting by Nut-Bolts tightening and blunting of threads of bolts) for completion of missing members of 66KV lines falling under AO/TL S/D, Bathinda under the office of P&M Division, Bathinda. <i>Note: Scrap material and nut-bolts will be provided by the office of AO/TL S/D, Bathinda</i>	8460 KG		Nil upto Rs. 50000/- and above 50000/- @ 2 % of total amount subject o minimum Rs 5000/-

Note:

1. Payment will be made on the actual measurement.
2. All kind of T&P required for carrying out the work like Cutting, Drilling & welding machine, gas cutter, generator, vehicle etc, if any used will be in the scope of contractor.
3. Transportation of scrap from S&T store, Bhokra (Bathinda) to site and return of pending scrap (if any) will be in the scope of firm.

GENERAL TERMS & CONDITIONS:**a) SUBMISSION OF TENDERS:**

Notwithstanding anything contained to the contrary in the specifications of tenders or in subsequent exchange of correspondence, these conditions of contract shall be binding on the firm and any change or variation expressed or implied, however, made in the said conditions shall not be valid or operated unless expressly approved by the competent authority. The contractor/firm shall be deemed to have fully informed himself and to have special knowledge of the provision of the conditions of contract herein contained.

The following instructions must be carefully observed by the tenderer. Quotation/tender not strictly in accordance with these instructions will be liable to be rejected.

- i) The tender must be complete in all respects.
- ii) Telegraphic/Telefax/Telex quotation will not be accepted.
- iii) Quotation/tender should be sealed properly and subscribed with Tender Specification No. as given on the Enquiry/Tender Notice together with the date on which the tender opening is due and the name of work.

- iv) Quotation/Tender shall be received in the office of Sr.Xen/P&M, PSPCL, Bathinda.
- v) **A set of tender documents can be obtained from the office of ASE/P&M, Bathinda against payment (nonrefundable) of Rs 590/-(Rs.500+ GST@18%) by cash/bank draft in favor of PSPCL MTC. DIV Bathinda.**
- b) **TENDERS TO BE INVALIDATED:**
The tenders must be complete in all respects. Conditional incomplete or not properly sealed tenders and tenders received late due to any reason whatsoever will be rejected.
- c) **SIGNING OF THE TENDERS:**
Tender shall be signed by the owner or person holding power of attorney by him to do so. Necessary documents in support there should be enclosed with bid at the time of submission failing which tender may not be considered.
- d) **TENDER TO CONFORM TO SPECIFICATIONS:**
Tender which proposes any alteration in the work specified in the Tender Specification, or in time allowed for carrying out the work or which contains any other terms and conditions of any sort will be liable to rejection.
- e) **ALL CUTTINGS/CORRECTIONS TO BE INITIALIED:**
Each page of the tender document including the schedule of quantity and bid drawings be signed and dated by tenderer in ink as a token of his having examined the same. Any correction in the rates quoted in the schedule of quantities shall also be signed with date by tenderer before submitting the tender, all corrections and additions or pasted slips should be initiated by the contractor. Non-compliance with these conditions will make the tender liable to rejection.
- f) **RIGHT TO REJECT THE TENDER:**
The officer inviting tenders/Contracting Agency/PSPCL reserves the right to reject the tender received without assigning reasons. He will not be responsible for and will not pay for expenses for losses that may be incurred by tenderer in preparation of the tender.
- g) **POST TENDER MODIFICATION:**
No modifications to the bid shall be made by the bidder after opening of the bids unless specifically requested by PSPCL.
- h) **ASSIGNMENT OR TRANSFER OF CONTRACT:**
The contractor shall not without the prior written approval of the Accepting Authority, assign or transfer the contract or any part thereof, or any share or interest therein to any other person.
- i) **SUB CONTRACT:**
The contractor shall not sublet any portion of the contract without the prior written approval of the Engineer -in -Charge.
- j) **CHANGE OF CONSTITUTION OF FIRMAND ADDRESS:**
In case of tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer for his information. Any change in the address of the contractor shall also be intimated to the Engineer forthwith.

OTHERS TERMS & CONDITIONS:-

1. **RATES:**
The rates quoted should be firm and clearly defined as to what taxes/ duties/charges are included/ excluded from the quoted rates.
2. **VALIDITY:**
The offer shall be valid for at least 120 days from the date of receipt of tender.
3. **PAYMENT:**
100% payment will be released through cheque after satisfactory completion of work and after inspection by a representative of this office.

4. COMPLETION TIME:

The firm will be intimated date of work two week in advance. The firm has to complete the required work within three month from date of intimation.

5. FACILITIES TO BE PROVIDED BY PSPCL:

PSPCL shall not be liable of providing the firm any sort of facility / or T&P at site at the time of execution of work.

6. SECURITY DEPOSIT

- (i) Security deposit at the rate of five percent (5%) of ordered value will be deducted from the bill of successful tenderer rounded off to a multiple of Rs. 10/- on the higher side.
- (ii) Ordinarily the Earnest Money received against Tenders shall be converted into Security Deposit. If the amount of earnest money received against Tenders is more than the amount of Security Deposit required against the work order/Contract, the balance shall be refunded within one month of the finalization of the Tender enquiry and in case of shortfall, if any, it shall be deducted from the bill.
- (iii) On faithful execution of Work 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.
- (iv) 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 accruing to the Board under relevant provisions of the purchase Order/Contract like penalty etc. including suspension of business dealings with PSPCL for a specific period.

7. GOODS AND SERVICE TAX:-

PSPCL is registered centrally in the state under GSTIN 03AAFCP5120Q1ZC.

- i) 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 –cum-gate pass duly signed by the authorized agent /signatory. The first invoice should accompany the specimen signatures of the authorized signatory duly attested by the Managing Director of the factory with a copy of orders regarding his appointment as authorized signatory.
 - 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 Ltd. has been / shall be paid to the GST Authorities.
 - Certified that the goods on which 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.
 - 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.
 - Certified that we are registered dealer under the GST Act and our Registration No. is
- ii) In case the GST is applicable and is required to be paid extra as referred to Para-(i) above, the tenderer should clearly indicate HSN code of item along with present rate (in percentage) applicable to their company.
- iii) The maximum rate (in percentage) up-to which the GST may become leviable/ payable under the prevailing Rules & Regulations applicable to their company,

should also be clearly indicated in their tender.

- iv) In case the GST is applicable /payable, necessary certificate of GST claimed / GST Gate Pass duly authenticated by the authorized representative of GST Authorities, shall however, be furnished by the supplier along with each consignment. The supplier should, therefore, clearly indicate in their tender that whether such GST Gate Passes/Certificates shall be furnished by them or not.

NOTE: The firms indicating nil or concessional rate of GST in their tenders (if any) will have to absorb GST up to the full rate applicable at the time of tendering.

- v) FURTHER any loss due to non-availability of ITC or levy of penalty/ interest payable by PSPCL on account of non-filing of return or non-compliance or any misstatement given under the provisions of GST ACT by the firms shall be recoverable from them. Further GST at applicable rates on principal supply shall be payable on Freight and Insurance.

8. INCOME TAX:

Income Tax as applicable at the time of payment will be deducted from firm's invoice as per Income tax rules.

9. GUARANTEE FOR PSPCL'S EQUIPMENT:

As the work is to be done at site, the firm shall be responsible for the loss/ destruction or deterioration of any material at works even if such loss /destruction or deterioration has occurred under any circumstances whatsoever beyond their control as the site of work & scrap are so handed over was their property.

10. LABOUR LAWS& REGULATIONS:

As the execution of work is to be carried out at PSPCL site, the firm shall be fully responsible for implementation of all labour laws and regulations and workman's compensation act

11. FORCE MAJEURE:

If at any time during the continuance of the work the performance in whole or in part by either party of any obligation under this contract, shall be prevented or delayed by any reason , of any war , hostility, acts of public enemy, Civil Commotion, sabotage, floods, explosion, epidemics, fires or other acts of GOD , strikes and lockout (herein after referred to as `eventualities`) then, provided notice of the happening of any such eventuality is given by either party to the other within 15 days from the date of occurrence thereof to terminate this contract nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in non-performance and construction of work under this contract shall be resumed as soon as practicable after such eventuality has ceased. Appropriate extension in time of completion shall be granted.

12. ARBITRATION CLAUSE:

- a) If any question , difference or objection whatsoever shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof for the rights, duties or liabilities of either party then save in so far as the decision or any such matter is herein before provided and has been so decided every such matter including whether its decision has been otherwise provided for and/or whether it has been finally decided accordingly or whether the contract should be terminated or has been rightly terminated and as regard the rights and obligations of the parties as the results of such termination shall be referred , for sole arbitration of the nominee of the PSPCL, who in case of dispute involving an amount exceeding Rs 50,000/- shall give a reasoned award and his decision shall be final and binding and where the matter involves a claim for the payment or recovery or deduction of money , only the amount if any, awarded in such arbitration shall be recoverable in respect of the matter so referred. If the matter is not referred to arbitration within 180 days of the date of completion of work or payment of the final bill whichever is

later all the rights and claims under the contract shall be deemed to have been forfeited and absolutely barred.

- b) Upon every or any such reference, the cost of and incidental to the reference and award respectively shall be in 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 and shall direct by whom and to whom and in what manner the same is to be borne and paid.
- c) The work under the contract shall be continued during the arbitration proceedings and no payment due or payable by the purchaser /PSPCL shall be withheld on account of such proceedings.

13. DAMAGED WORKS:

The contractor will be responsible for any and all losses of material and damage to works till they are handed over, as a result of floods, earthquake, wars, rains, storms and other Natural Disasters etc. The owner will not be responsible for any compensation as a result of such damage or loss to the contractor and the contractor shall be liable to get right such damage at his own cost to the satisfaction of the Engineer/Owner. The contractor shall arrange insurance against above risks at his cost.

14. JURISDICTION:

Jurisdiction for filing any suit in case of any dispute shall be the Court at the Headquarter of PSPCL's contract signing authority i.e. Bathinda.

15. PENALTY CLAUSE

The work shall be completed in stipulated period otherwise a penalty of 1.5% per week subject to maximum 5% will be charged.

16. GENERAL:

- a) The work shall be carried out as per scope of work.
- b) PSPCL reserves the right to amend the scope of work without assigning any reason whatsoever at the time of issuing of Work Order.

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Sr.Xen/P&M Division,
PSPCL, Bathinda.