

Regd. Office: - PSEB, Head Office, The Mall Patiala-147001
O/o: Sr. Executive Engineer, AHC, O & M Division, PSPCL, Ganguwal-140123(Rupnagar).
Mob No: 09646119178 Email: xen-ahc-ganguwal@pspcl.in

To

List as per overleafMemo No. 1348/1355Dated 9/6/2023

SUB:- Limited Tender Enquiry No. 06 Sr.Xen/Civil/AHC/2023-24 for Procurement of Usha Martin Make Steel Wire Rope Un-Galvanized size 26mm, 6X36 Fibre Core for Head Regulator Gates at Nangal under Anandpur Sahib Hydel Channel.

Dear Sir,

Sealed Tenders are invited in duplicate copies for the supply of following Items/Material as per PSPCL Tenders' Specifications, General Instructions, Terms and Conditions attached herein after.


Item No.	Description	Unit	Quantity	T.E.No./ Year	Last date & Time of receipt of tenders	Date & Time of opening of tenders	Cost of Tender Specifications (Rs.)
1	2	3	4	5	6	7	8
a	Steel Wire Rope Un-Galvanized size 26mm, 6X36 Fibre Core of Usha Martin make tensile strength 1770 N/mm ²	Mtr.	102	06/ Sr.Xen/ Civil/ AHC/ 2023-24	26/06/2023	26/06/2023	Nil

No separate set of tender documents/specifications is required to be purchased from this office in this regard. Corrigendum and addendum, if any will be published at PSPCL's website <https://www.pspcl.in/>

Enclosed: Annexure-I to Annexure-V

CC.

- 1356/58 9/6/2023
1. DyCE/Generation Circle ASHP,PSPCL Shri Anandpur Sahib.
 2. AO/Pre-Audit , ASHP,PSPCL Shri Anandpur Sahib
 3. Notice Board


Sr.Executive Engineer/AHC
O & M Division PSPCL Ganguwal

GENERAL INSTRUCTIONS TO BE OBSERVED BY TENDERS

1. The following instructions must be carefully observed by all tenders. Quotations/tenders not strictly in accordance with these instructions will be liable to be rejected:
 - (i) The tender must be complete in all respects.
 - (ii) Tender shall be submitted in duplicate and all copies shall be separately tagged and clearly marked as 'Original' and 'Duplicate's.
 - (iii) Quotations received by e-Mail/Fax will not be accepted except for proprietary items.
2. Tenders of firm's/contractors who are black listed or with whom business dealings have been suspended/firms who are defaulter in making supply as PSPCL terms shall be rejected.
3. Tenders submitted by a person directly or indirectly concerned with service under the Govt., PSPCL or local authority shall be rejected.
4. Conditional Tenders shall not be accepted.
5. The tender shall be sent in three separate envelopes, one envelope containing deposit of Earnest Money (If applicable) and the second containing the main tender in duplicate. While opening the tenders the envelope containing Earnest Money shall be opened first and in case the deposit of Earnest Money is found in accordance with the terms of Notice Inviting Tender only then the second envelope containing the tender shall be opened.
6. The officer inviting tenders, contracting /purchasing Agency/Corporation (herein after referred to as purchaser) reserves the rights to modify the schedule of requirements, technical particulars and the specifications at any time before the opening of tender enquiry and to place the order as a whole or in parts and to reject any or all the tenders received without assigning reasons. He will not be responsible for expenses or losses that may have been incurred by Tenderer in the preparation of its tenders and nothing shall be paid on this account.
7. Quotations/Tenders shall be enclosed in double covers both addressed to Sr.Executive Engineer/AHC O & M Division PSPCL Ganguwal -140123 (Rupnagar) . Both (inner& out) covers shall be sealed and superscripted with Tender No. as given in the Tender Notice alongwith the tendered item and date of the opening of tender enquiry.
8. Quotations/Tenders shall be received in the office of Sr.Executive Engineer/AHC O & M Division PSPCL Ganguwal -140123 (Rupnagar) up to 11:00 am on the due date given in the tender notice and shall be opened thereafter at 11:30 am in the presence of Tenders or their Agents who may like to be present. In case the due date of receiving/opening tenders happens to be a holiday, tenders shall be received and opened at same place and same time on the next working day.
9. Tenderers must keep their offers valid for 120 days for acceptance.
10. Negotiations, if required, shall not be held excepting with the lowest tenderer.
11. In case any dispute arises while opening tender then to sort out the dispute, concerned SE/HP's shall be the competent authority.
12. Performa for the price schedule shall be duly typed and prices written by hand shall not be accepted


 Sr.Executive Engineer/AHC
 O & M Division PSPCL
 Ganguwal

GENERAL TERMS AND CONDITIONS

1. PRICES :

- (i) The unit rates shall be quoted F.O.R. destination at the store of SDO Hydel Mechanical PSPCL Ganguwal (Rupnagar) through road transportation, which will be treated at par with F.O.R. destination. The break-up of the F.O.R. destination price shall be given as under :-
- The price of the material inclusive of packing and forwarding charges forming part of production cost.
 - Packing cost not forming part of production cost, handling charges, cartage, freight charges and transit risk insurance etc.
- (ii) All taxes and duties leviable on the price of finished goods as per sub-clause (i) (a) shall be paid extra and the same should be shown separately as prevalent on the date of opening of the Tenders enquiry, to be paid at the rate as may be actually prevalent at the time of supply, otherwise these elements shall be deemed to be included in the quoted prices and will not be paid extra. No taxes and duties will be payable on the element of cost quoted under sub-clause (i)(b) except freight & insurance. In case of Tenders processed manually, the Performa for price schedule shall be duly typed and prices written by hand shall not be accepted. (These stipulations shall be highlighted in the Tender specification and special note in this regard shall also be appended in the price schedule Performa). The rates quoted whether FOR destination or ex-works should be given in both figures and words and any overwriting, erasing, cutting etc. should be avoided or if made, should be signed legibly.

2. VALIDITY :

The offer should preferably be valid for **120 days** from the date of opening of the tender enquiry or as specified in NIT and any withdrawal or modification of the offer shall not be permitted.

3. TERM OF PAYMENT:-

- 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 (circular 15/2011) against receipted 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 receipted challans & submission of requisite documents, whichever is earlier. In case the due date of payment in terms of payment schedule falls on a holiday including Sunday or holiday is subsequently declared on that date, the payment shall be released on the first working day falling next to the due date.
- 100% payment against dispatch documents through bank may be allowed for procurement of material from proprietary/ standardized firms by concerned HOD.
- 100% advance payment shall be permissible in respect of purchase of vehicles/contingent and other essentially required items including purchases at DGS & D rates.
- For delay in payments made by PSPCL beyond the stipulated period i.e. 45 days then simple interest @ 10% shall be given to the suppliers for delayed period subject to the condition that the delay in payment is more than seven days after the stipulated period i.e. 45 days. However, all-out efforts shall be made to prioritize the payment to all suppliers those come under MSMED Act-2006.

4. DELIVERY SCHEDULE

The above material required to be delivered in the store of SDO Hydel Mechanical PSPCL Ganguwal (Rupnagar) by the supplier within 30 days from the date of receipt of commercially clear order.

5. MODE OF PAYMENT:-

Payment for this Purchase Order shall be made through RTGS System of Digital payments as per the norms of PSPCL by the O/o Sr Executive Engineer AHC O & M Division PSPCL, Ganguwal (Rupnagar) and supplier will supply to the department their bank details for the processing of payment.

- GST at present rate shall be applicable and GST registration document should be provided to the deptt, if tenderer/supplier exempted from GST than exemption certificate provided to the department as per procedure laid down in the GST act.
- Negotiations, if required shall not be held excepting with the lowest tenderer.
- All corrections/cuttings/additions or pasted slips shall be initialed by the authorized person or Firm/Agency/Dealer.

9. PENALTY FOR DELAY IN DELIVERY:-

If the firm fails to deliver the material/equipment within the stipulated delivery period of purchase order/contract, the same is liable to be rejected and if accepted, the supplier shall be liable to pay penalty @ ½% (half of one percent) of the cost of undelivered supply/incomplete equipment per week of delay or part thereof not exceeding maximum limit of 10% of the cost of the complete unit of undelivered equipment/material so delayed.

There will be no slack period

10. EXTENSION IN DELIVERY PERIOD:-

Any genuine delay in the approval of technical details, drawings, samples; issuance of amendment to Purchase Order; carrying out inspection; approval of Test Reports/Test Certificates issuance of dispatch instructions/ stations etc. will count towards extension of the delivery period by corresponding period other than that admissible under Force Majeure conditions, if any substantiated by the suppliers, and duly accepted by the Purchaser. No extension in delivery shall be granted in case of delay in payment.

11. NEGLIGENCE AND DEFAULT:-

In case of any negligence on the part of a Supplier/Contractor to execute the Purchase-order/Contract with due diligence and expedition and to comply with any reasonable orders, pertaining to any contravention to the provisions of the Purchase-order/Contract, given in writing by the purchaser, the purchaser may give a 21 days-notice in writing to the Supplier/Contractor to make good the failure/neglect/contravention. In the event the Supplier/Contractor fails to comply with the notice within a timeframe considered to be reasonable by the purchaser, the business dealings shall be suspended/terminated with the firm by the purchaser for a minimum period of three years or in extreme cases, the firm shall be blacklisted forever by the purchaser.

Apart from the suspension/termination of business dealings/blacklisting of the supplier/contractor, the purchaser shall also forfeit the security & other pending payments of the Purchase Order/ Contract against which the supplier has defaulted, in addition to PEMD/ EMD lying with the concerned organization.

Recoveries of any dues relating to Purchase Order under which supplier/contractor has defaulted shall be made from pending amount of any Purchase order/Work Order/Contract of the firm or any Security/EMD or PMED lying with PSPCL.

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 natural calamity, war, hostilities, civil commotion, acts of the public enemy, sabotage, fire, floods, explosion, epidemics or non-availability of Government controlled raw material under orders/instruction of Central/State Government regulations strikes, lock-outs, embargo, acts of Civil/Military authorities or any other causes beyond their reasonable control, neither of two parties shall be made liable for loss or damages due to delay or 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 the occurrence.

The supplies shall be resumed under the contract as soon as practicable after the happening (event) ceases to exist.

13. EARNEST MONEY DEPOSIT (EMD)

i) Tender Cost:- NIL

ii) The Tenderer shall be required to submit Earnest Money at the following rates in the form of Punjab State Power Corporation Ltd.BA-16 receipt/Demand Draft along with the Tenders:-

a) Tender valuing less than Rs. 5,00,000 and Spot Tender.	Nil
b) Tenders valuing Rs. 5,00,000 & above (Other than Spot Tender)	@ 2% of Tender value rounded off to a multiple of Rs 10/- on the higher side subject to a minimum of Rs 10,000/- and maximum of Rs 20 lac.

14. SECURITY DEPOSIT:-

(i) The successful Tenderers shall be required to submit Security deposit for faithful execution of the purchase order/Contract of value exceeding Rs. 1,00,000/- at the rate of three percent (3%) of ordered value rounded off to a multiple of Rs. 10/- on the higher side. Tenderers exempted from EMD upto Rs. 5.0 Lacs will have to submit security deposit for Purchase Orders valued above 1.0 Lacs.

(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 Purchase Order/Contract, the balance shall be refunded within one month of the

finalization of the Tender enquiry and in case of shortfall, if any, the Contractor/Supplier shall be required to deposit the additional amount.

- (iii) The Tenders having Permanent Earnest Money Deposit (PEMD) of Rs. 25 lacs (Rs. Twenty Five Lacs) with PSPCL and hence exempted from depositing Earnest Money with Tenders, shall also be required to submit security Deposit @3% of ordered value in the form of Bank Guarantee/ Demand Draft/ Cash within 30 days from the award of purchase order/contract
- (iv) The following shall be exempted from depositing security against purchase orders/contracts given to them :-
- (a) Public Sector undertakings owned by Pb. Govt./Central Govt./other State Govt. supplying material directly through units owned by them subject to submission of documentary evidence of Government ownership. Exemption shall not be applicable if the Tender is submitted for supply of material through private unit/manufacturer.
- (b) Suppliers of Proprietary items/firms supplying material under DGS&D Rate Contract.
- (v) 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.
- (vi) 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 under intimation to o/o CE/IT who shall get the same uploaded & displayed on website of PSPCL.

In the case of Sr. Executive Engineers/Sub-Divisional Officers working in the field, the order for forfeiture of security deposit shall be issued by them provided they are Contracting/Purchasing Agency with an intimation to their Superintending Engineers/ Dy. Chief Engineers who in turn shall intimate the same to o/o CE/IT who shall get the same uploaded & displayed on website of PSPCL.

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.

15. INTIMATION TO Sr.Xen/AHC,O&M Division PSPCL GANGUWAL AND CONSIGNEE:-

The supplier will have to intimate the probable date of dispatch followed by telegraphic/ faxed advance intimation regarding actual date of dispatch to Sr.Xen/AHC O and M division PSPCL Ganguwal to enable him to arrange payment, failing which demurrage wharfage etc. will be to the supplier's account. A copy of such intimation should be sent to the consignee i.e. SDO Hydrel Mechanical Sub-Division PSPCL Ganguwal and this office also for reference immediately.

16. GOODS AND SERVICE TAX:-

PSPCL is registered centrally in the state under GSTIN 03AAF5120Q1ZC.

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 miss-statement given under the provisions of GST ACT by the firms shall be recoverable from them.

- vi) Further GST at applicable rates on principal supply shall be payable on Freight and Insurance.

17. INSURANCE:-

- (i) The rates are required to be quoted F.O.R. destination and it is the responsibility of the Supplier to deliver the material FOR Destination in good condition. Supplier at his option may insure the material against all risks during transit at his own cost for full delivered value of the material upto destination. All works in connection with making and settling of claim, with Railway Authorities and/or Insurance Company, if any, shall be carried out by the Supplier for which no extra payment shall be made by PSPCL. However, necessary assistance required in connection with making and settling such claims, if any, shall be provided by the consignees.
- (ii) All damages and/or shortages during transit as covered by the Insurance, shall be made good by the supplier immediately on receipt of such information from the consignees without waiting for settlement of claims. However, in case of apparent damages and/or shortages, the consignees shall obtain the loss/damage certificate from the Concerned Authorities and send the same to the Contractor within a period of thirty days from the date of receipt of material. A certificate shall be submitted by the Suppliers/Contractors with each bill to the effect that the material has been duly insured.
- (iii) The consignees shall report losses damages to the supplier within 30 days of the arrival of the equipment. It will, however be the responsibility of the supplier to timely lodge claims on the insurance under writers and to arrange replacement thereof.
- (iv) The suppliers shall be wholly responsible for the loss, shortages, damages etc. during transit. Such short supplied, damaged material etc. will have to be replaced/repared by the Supplier/Contractor free of cost immediately without waiting for maturing of the Supplier's/Contractor's Claims with the Road Transport/Railway Authorities regarding insurance.
- (v) In case replacement/repair of defective material is not carried out within six months of intimation of damages, supplier shall have to pay interest @12% per annum on the payments made by PSPCL, if any, from the date of its payment upto the date of the re-commissioning of the equipment after replacement/repair or to the date the default is made good.

18. WARRANTY:-

The supplier/Contractor shall be responsible to replace free of cost with no transportation and insurance expenses to the purchaser up to 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 receipt of material in respect of indigenous equipment or 24 months from the date of shipment for imported material, whichever expires earlier. Such replacement shall be affected by the Supplier/Contractor, within a reasonable time not exceeding 6 months of the intimation of defects Suppliers/Contractor's responsibility arising out of supply of material or its use whether on warranties or otherwise shall not in any case exceed the cost of correcting the defects or replacing the defective part/material and upon the expiry of the warranty period stipulated above, all such liabilities shall terminate.

The above provision shall equally apply to the material so replaced /repaired by the supplier/contractor 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/Contractor shall have to pay interest @ 12% per annum on the value of each complete operational unit of equipment beginning from the date its becoming defective upto date of its re-commissioning after the replacement/repair."

19. 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 and the Supplier.

20. DISPATCH INSTRUCTIONS:-

The material will be required to be dispatched as per the dispatch instructions issued by the PSPCL.

21. 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.

22. SAMPLES :-

Whenever asked for, samples must be supplied by the Contractors/Suppliers free of cost. Ordinarily samples will not be returned to the Tenderer/Supplier. However, if desired by the Supplier/Contractor and feasible for the purchaser, the sample shall be returned to him at his own risk and cost.

23. INSPECTION AND TEST:-

- a) PSPCL shall inspect, examine and test the equipment/material through its official (s) and/or through an outside agency nominated by the PSPCL at the manufacturer's/ supplier's work, 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/Contractor shall provide all facilities as may be required to carry out the test in accordance with approved standards free of cost.
- b) 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.
- c) 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.

24. TEST CERTIFICATE AND INSTRUCTION BOOK :-

The Supplier/Contractor shall be required to furnish to the Purchaser/consignees, wherever necessary, the following documents along with consignment :-

- | | |
|---|--------|
| (i) Printing Pamphlets/ Catalogues | Copies |
| (ii) Instruction Book | Copies |
| (iii) Drawings | Copies |
| (iv) Any other relevant information (to be incorporated at the time of placing the purchase Order) | |

In case, the goods have not been inspected/tested at the manufacturer's works by a representative of PSPCL, the Supplier/Contractor shall furnish the following certificates to purchaser/ consignee along with consignment.

- a) Type test certificate/ Acceptance Test Certificates
- b) Routine test certificate.

25. FAKE INSPECTION CALLS :-

The purchasing authority will get the material inspected and issue dispatch instructions within 20 days of the date of receipt of call offering the material for inspection or date of readiness of material, whichever is later. In case date of readiness is not mentioned in the offer letter, then date of receipt of call shall be considered as date of readiness of material. In case the inspecting officer finds on arrival at the supplier's premises that the material less than 80% of the quantity offered in the inspection call is ready for inspection or material of the firm is rejected during testing/inspection, then the call shall be treated as fake call and the firm shall be responsible to pay fake call charges @ 10% of the value of the offered lot calculated as per P.O. rate subject to a maximum of Rs. 30,000 - per such occasion. Besides this, a letter of warning shall be issued and it shall be counted towards their performance for all intents and purposes. In case multiple sizes are to be inspected against a

single inspection requisition, then the fake call charges shall be applicable on proportionate basis based on the PO value of items which were offered by the firm for inspection.

26. CANCELLATION OF PURCHASE ORDER:-

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:

- a) Rates payable as per the terms and conditions of the Purchase Order less penalty as applicable
- b) 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.

The authority to cancel the Purchase order/contract in above cases shall be the concerned Head of Department in cases decided by BoDs/WTDs/CPC/PPC/PPC(General).

27. JURISDICTIONS:

All legal proceedings in connection with this Purchase Order/Contract shall be subject to the territorial jurisdiction of the local Civil Courts at Anandpur Sahib District Roopnagar (Punjab) - 140118.

28. ARBITRATION:-

- a) 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 in force, shall be deemed to apply to and be incorporated in the Contract/Purchase Order.
- b) 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.
- c) 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.

29. ORDER PREFERENCE:

PSPCL shall allow an order preference as per the procedure laid down as under to such bidders whose works are situated within the State of Punjab:-

- a) The rate of Punjab based firms shall be de-escalated by 15% for all the units (i.e. 100* Quoted Rates/115). For these firms quantity upto 20% of the total ordered quantity may be reserved provided their de-escalated rates fall below the lowest rates considered for the placement of purchase orders/ contract. For the purpose of allocation of quantity against Order Preference, the merit position of the Punjab based eligible firms shall be prepared separately. However, where the Punjab based firms qualify amongst the lowest bidders on their own quoted rates, they shall also form part of the original merit list without order preference for the purpose of allocation of quantity.
- b) Purchase order on the Punjab firm claiming order preference & found eligible as per clause (a) above would be placed on the lowest rates (L-1) considered for the placement of purchase orders/ contract.
- c) The Punjab based firms claiming order preference shall be required to furnish an undertaking in prescribed form (Annexure-II) on a non-judicial stamp papers of appropriate value duly notarized to the effect that they shall execute the order if placed on them under 'Order Preference' as per the Tender specification. Such undertaking shall be submitted by the Punjab based firms latest by 5:00 PM on the day of opening of price bid and duly acknowledged by the concerned office.
- d) In case no such undertaking is furnished by the Punjab based firms, who are otherwise eligible for claiming 'Order Preference' as per the Tender specification, their Tender shall not be considered for placement of any order under Order Preference. In the event of refusal by the Punjab based firms to execute the purchase order/contract at their quoted rates or offers made under Order Preference as

per 'a' and 'b' above as the case may be after furnishing the above undertaking as per Annexure II their earnest money shall be forfeited apart from initiating further administrative action, such as suspending business dealings blacklisting etc.

30. INFORMATION REGARDING LIST OF BANKERS, THE PURCHASER DEALS WITH:-

This office deals with State Bank of India Branch at Anandpur Sahib.

- (a) The Railway receipt/Goods Receipt and invoice etc. to be sent to the authorities as specified in the Purchase Order.
- (b) Any demurrage occurring as a result of sending Railway Receipts/Goods Receipts through a Bank as specified in the Purchase order/ contract will be to the account of the Supplier/Contractor.
- (c) No goods will be accepted by the consignees unless accompanied by challan /invoices containing the prices/quantity etc.

31. ALL CUTTING/CORRECTION TO BE INITIALED:-

Each page of the tender document including the schedule of quantity and bid drawings the signed and dated by tenderer in ink as token of his examined at 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 correction and addition or pasted slip should be initialed by the contractor. Non-compliances with these condition will make the tender liable to rejection.

32. Income tax and cess:-

Income tax and cess & other tax if any will be deducted at the prevailing rates at the time of execution of work.

33. Any firm which at the time of opening of the Tender enquiry, falls in any of the following Categories, shall be regarded as defaulter and shall not be eligible for participation in any new Tender enquiry for a period of three years from the date of issue of Purchase Order in which it has defaulted :-

- (i) The Firm is a defaulter for the supply of 35% or more quantity on the date of expiry of the Contractual Delivery Period for the total ordered quantity.
- (ii) The firm is a Defaulter for the supply of any quantity for more than 6 months from the date of Expiry of the Contractual Delivery Period for the total ordered quantity. This clause shall be Applicable item wise (all types, sizes and ratings) against which the firm has become defaulter under the above said conditions.


Sr. Executive Engineer/AHC
O & M Division BSPCL
Ganguwal

AGREEMENT PERFORMA

To be entered on a Non-Judicial Stamped Paper of Rs.....only.

This Contract agreement made thisday of.....in the year.....between the Punjab State Power Corporation Limited herein called 'Owner' and M/s..... having their Regd. Office at.....herein called 'Contractor' for the supply and delivery/ Construction ofin accordance with Tender Enquiry No.....datedand Contractor's proposal no.dated

This is in Confirmation of the advance acceptances notified in the owner's letter No..... wherein the owner has accepted the proposal of the contractor for the delivery/ Construction ofas per work order no.....

In the view of the forgoing, the owner and the contractor have agreed to the scope of work and the terms and conditions of the order settled between them.

The IT/Tender Specification the contract's proposal and related correspondence and the work Order acknowledged/accepted by the contractor form of this agreement.

This agreement contains.....Pages.

In witness whereof the parties here to have affixed their signatures on the day month and year written as above.

Contractor

Owner

UNDERTAKING FORM

(To be entered on a Non-judicial Stamped paper of

Rs.-----only)

I/We-----on behalf of M/s-----state that our works are situated in the State of Punjab and we claim "order Preference" as stipulated in the

P.S.P.C.L Tender Enquiry No.-----opened on -----against which we have submitted our offer dated -----, We undertake to execute the order/contract upto a maximum of -----nos. /quantity if placed/awarded on/to us even by counter offer at the rates worked out by Punjab State Power Corp. Ltd. in accordance with its Purchase Regulations. It is further understood that in the event of refusal by us or failure on our part to execute the order/contract (in full or in part) placed/awarded on/to to us under 'Order Preference' on any account what-so-ever, the Punjab State Power Corp. Ltd. shall have the right to forfeit the Earnest Money/ PEMD deposited by us and we shall have no claim for the refund thereof. The Punjab State Power Corp. Ltd. shall also have the right to suspend business dealings/blacklist with/my/our firm, without prejudice to other rights accruing to the Punjab State Power Corp. Ltd, under the Purchase Order/Contract if placed/awarded on/to us.

Signature of Constituted attorney

SUB:- Procurement of Usha Martin Make Steel Wire Rope Un-Galvanized size 26mm, 6X36 Fibre Core for Head Regulator Gates at Nangal under Anandpur Sahib Hydrel Channel against TE NO. 06/Sr.Xen/Civil/AHC/2023-24

SCHEDULE OF QUOTED PRICES (PRICE-BID)

Sr. No.	Description of Job	Qty	Unit	Rate Per Unit (Rs.)	GST %age On Col. 5	GST Value (Rs.)	Total Amount (5+7)	Total amount (8*3) (Rs.)
1	2	3	4	5	6	7	8	9
	Steel Wire Rope Un-Galvanized size 26mm, 6X36 Fibre Core of Usha Martin make tensile strength 1770 N/mm2	102	Mtr.					

Note:

1. The unit rates shall be quoted F.O.R. destination at the store of SDO Hydrel Mechanical PSPCL Ganguwal (Rupnagar). No extra amount will be paid by PSPCL except the unit rates quoted as above.
2. Performa for the price schedule shall be duly typed and prices written by hand shall not be accepted.

Rs. (in words) _____

Signature of Tenderer