***PSPCL*  Punjab State Power Corporation Ltd.**

(Regd. Office : PSEB Head Office , The Mall ,Patiala -147001)

(Office of Dy.Chief Engineer/ U.B.D.C. Malikpur/Pathankot)

Phone No. 0186-2345045 , Fax No. 0186- 2345045, E-Mail:seubdc@ yahoo.co.in Web site : www.pspcl.in

( Corporate Indentity Number :U40109PB2010SGC33813)

To

Sr. Executive Engineer/PR

PSPCL, Patiala.

Memo No. /Enq no. 17/RE/OP/UBDC/2018-19 Dated

**Sub: Tender enquiry no. 17RE/Op/UBDC/2018-19**

**.**

The subject cited tender enquiry is sent herewith to your office. You are requested to publish the same through the press immediately and copy of the same may also be sent to this office please. The expenditure will be charged to the following heads:

1- Accounting Unit : Resident Engineer/Op,

UBDC Power Houses Division,

PSPCL, Malikpur/Pathankot.

2- Location Code : 009

3- Chargeable Head : 74.1

4- Budget : Exists

DA/Tender Notice for publication

1. English 5 copies

2. Punjabi 5 copies

Resident Engineer/Op.

UBDC PSPCL,

Malikpur.(Pathankot)

Endst. No. / Dated

Copy of the above is forwarded to the following for information please:

1. Chief Engineer/Hydel Projects,(Works Section) PSPCL, Patiala.

2. Dy. Chief Engineer/IT PSPCL, Patiala

3. Dy. CE,UBDC Circle PSPCL, Malikpur.

4. A.O. (P&A) UBDC PSPCL, Malikpur.

Resident Engineer/Op.

UBDC PSPCL,

Malikpur.(Pathankot)

# PSPCL PUNJAB STATE POWER CORPRATION LIMITED

( Regd. Office : PSEB Head Office , The Mall ,Patiala-147001 )

Corporate identity Number U40109PB2010SGC033813

Website:- www.pspcl.in

Enq. No. 17/RE/OPC/UBDC/18-19

**Short Description:** Rebabitting of 1 no. Turbine Guide Bearing shell of 15 MW Machine of

UBDC Power House No. 3 Stage-1

**Tender Amt.:** Rs 3.30 Lac.

**Tender documents cost:** Rs. 1000+GST @ 18% = 1180/- For contractors 2% of tendered

**EMD**  value subject to minimum Rs. 5000/- in form of DD/BA-16 in favour of RE (op) UBDC, PSPCL, Malikpur (Ptk).

Starting date and time for downloading of Tender document 23-10-2018 (11.30 AM), Last date & time for downloading of tender document 28-11-2018 (11.30 AM), Last date & time for submission of tender document 29-11-2018 (11.00 AM), Date & time for opening of tenders 29-11-2018 (11.30 AM).

Note: It is informed that in case tender process is not completed due to any reason, no corrigendum will be published in newspapers. Detailed information can be obtained from official PSPCL web site, www.pspcl.in

Resident Engineer/Op. UBDC

Punjab State Power Corporation Ltd.,

Malikpur.(Pathankot)

Mob: No. 96461-19091

  **gzikp ;N/N gkto ekog'o/PB fbfwNv**

( ofi;Nov dcsoL ghHn?;HJhHphH j?v nkfc;, dh wkb gfNnkbk ^ 147001)

ekog'o/N nkJhv?ANNh BzL U 40109PB2010SGC033813

**(t?p;kJhN www.pspcl.in**)

N?Avo fJzBe[nkoh BzL 17$nkoHJhH$Ug$$:{phvh;h$2018^19

**ezw dk BKL** ohp?pfNzr nkc 1 BzL NopkJhB rkJhv p/fozr ;?b nkc 15 w?rktkN w;ahB nkc

gkLjkL BzL3 ;N/i^1

**ezw dh bkrsL** 3H30 bZy

**N?Avo vke{w?AN dh ehwsL** WL 1000O18# ihn?;Nh & WL 1180$^ N?Avo d ehws dk 2 gqsh;as iK xZN'A^xZN **fpnkB/ dh oewL**  5000$^ vhHvhH$phHJ/H^16 d/ o{g ftu, ;EkfBe fJzihBhno$;zukbD, :{HphHvhH;hH gzL;LgkLekLfbL, wfbeg[o (gmkBe'N) d/ jZe ftu.

N?Avo d;skt/i B{z vkT{B b'v eoB dh P[o{nks eoB dh fwsh ns/ ;wK 23-10-18 ;t/o/ 11L30 ti/, N?Avo d;skt/iK B{z vkT{B b'v eoB dh nkyoh fwsh ns/ ;wK 28-11-18 ;t/oy 11L30 ti/ sZe, N?Avo d;skt/iK B{z iwQk eotkT[D dh nkyoh fwsh ns/ ;wK 29-11-18 ;t/oy 11L00 ti/ sZe, N?AvoK B{z y'bD dh fwsh 29-11-18 dupihr 03L30 ti/

B'NL fJj ;{fus ehsk iKdk j? fe fe;/ th ekoD eoe/ i/eo N?Avo g'q;?; ezgbhN BjhA j[zdk sK fJ; dk e'ohi?Avw nypko ftu gpfbP BjhA ehsk ikt/rk ns/ fJ; dh ;{uBk PSPCL dh t?p ;kJhN (**https://pspcl.in**) s'A bJh ik ;e/rh.

;EkfBe fJzihBhno$Ug,

:{Hph HvhH;hH gzL;LgkLekLfbL,

wfbeg[o (gmkBe'N).

w'pkL 96461^19091

**PUNJAB STATE POWER CORPORATION LIMITED**

**(REGD. OFFICE: PSEB HEAD QUARTER THE MALL PATIALA 147001)**

**OPEN TENDER ENQUIRY NO : 17/RE/Op/UBDC/2018-19**

|  |  |
| --- | --- |
| **Department Name** | Resident Engineer (OP), UBDC PSPCL Malikpur (Pathankot). |
| **Tender Specification Enq No.** |  |
| **Tender Issuing Authority** | Resident Engineer (OP), UBDC PSPCL Malikpur (Pathankot). |
| **Address Detail** | -Do- |
| **Short Description** | Rebabiting of Turbine Guide bearing of UBDC Power project Stage I |
| **Eligibility Criteria** | As per tender Specifications and general terms and conditions |
| **Start date and time of sale of tender documents** | 18/10/2018 |
| **Last Date and time for selling of tender** | 19/11/2018 up to 03.00 PM |
| **Last Date and time for submission of tender** | 19/11/2018 up to 05.00 PM |
| **Date and time of opening of tender** | 20/11/2018 at 11:00 AM |
| **Tender document cost** | 1000+18% GST |
| **EMD** | **2 % of the Tender value** +18% GST |
| **EMD payment in favour or of** | RE UBDC PSPCL Malikpur. |
| **EMD Mode** | BA-16 or Bank DD Payable at Pathankot |
| **Contact person name** | Er. Puran Chand AEE PH-3 |
| **Contact phone Number** | 96461-18865 |
| **Tender information in details/conditions** | As per tender Specifications and general terms and conditions uploaded on PSPCL website. |

**Resident Engineer (OP),**

**UBDC, PSPCL, Malikpur,**

**(Pathankot).**

**SECTION-I**

**GENERAL TERMS AND CONDITIONS**

**1.00 GENERAL INSTRUCTION TO THE TENDERERS**

**1.01** The following instructions must be carefully observed by all the Tenderers. Offer/ Tender not strictly in accordance with these instructions will be liable to be rejected:-

i) Tender should be submitted by registered post or personally or by authorized person.

ii) Telegraphic quotations will not be accepted.

iii) Offers/ tenders will be opened at RE (OP) UBDC Malikpur office.

iv) Offers/ tenders should be enclosed in double covers. Both the inner and the outer covers should be sealed and super scribed with the tender/ offer No. together with the date on which the offer/ tender is due and items of material covered and should also invariably contain the name of the bidding firm.

v) The Demand Draft/ Cash receipt **Earnest Money 2 % of the tender value /-**& other information concerning EMD as per clause 2.02 shall be furnished in separately sealed envelope super scribed Earnest Money with the tender/ offer No. together with the name of tendering firm & the main tender in other envelope. The covering letter carrying the Earnest Money should specifically indicate the total tendered value of their offer. The main tenders and Earnest Money in separate covers shall be delivered at the spot to spot committee.

While opening the tender the envelope containing Earnest Money will be opened first and if the Earnest Money is found to be in accordance with the terms of specification only then the sealed envelope containing the main tender will be opened. Any tender/ tenders received without EMD shall not be opened.

vi) Offers/ tenders will be opened in the presence of authorized representatives of Tenderers, who actually submitted the tender, if they present themselves at the time of opening of tenders.

vii) The PSPCL reserves the right to modify the "Schedule of Requirements", technical particulars and the specifications at any time and to place the order as a whole or in parts, and to reject any or all the tenders received without assigning any reason. It will not be responsible for and will not pay for expenses or losses that may be incurred by Tenderer in the preparation of the tenders.

viii) The material offered should be strictly according to the specifications laid down in the Enquiry. The quotations should also indicate the make of the manufacturer, brand and company and accompanied with other descriptions, literature and sample, if any, at Tenderer's own cost.

ix) No conditional offer shall be acceptable.

x) **The defective shell to be Rebabitted is lying at UBDC PH-3 Stage1 Sarna , Distt Pathankot (Punjab) and the tenderers may see/ inspect the same before quoting rates for repair, so that they fully know the extent of damage and the quantum/ scope of work to be done. Scope of work as envisaged by this office is given in Technical Specification.**

**1.02**  **Preparation of TENDERS:**

The tender shall be prepared in formal manner neatly typed or printed with all prices stated both in words and figures. There shall be no erasing and any corrections made should be neatly done and signed. A systematic form of totaling should be adopted to avoid any ambiguity with detailed description of the equipment offered.

**1.03 VALIDITY:**

The tender should be unconditionally valid for at least a period of 4 months (120days) from the date of opening of the tender. Withdrawal or modification of the offer shall not be permitted. Any Tenderer revising the offer within the validity period is likely to be black-listed.

**1.04 CLIMATIC CONDITIONS**

Normal

**1.05 SUBMISSION OF TENDERS:**

The tenderers are required to submit the tenders in accordance with the Notice Inviting Tenders (NIT) / PSPCL's Tender specification clearly stating that all the terms and conditions of the PSPCL's Tender specification / NIT are acceptable to them. However, in case due to any reasons, if it is considered necessary to deviate in the case of a particulars terms/clause, the same should be stated in the tender itself. Otherwise, it shall be assumed that all the terms & conditions of the NIT / PSPCL's specification are acceptable to the tenderers.

The tenders shall be submitted in two parts i.e. Part-I& Part-II. Each part will be enclosed in a separate envelope duly super scribed on the envelope. The following procedure will be adopted for the opening of the tenders:-

**a) Part-I- Earnest money**

The first part will consist of earnest money deposit in the form of demand draft in favour of RE O&M UBDC Malikpur.

**b) Part-II: Technical/Commercial/Price bids**

The second part will consist of technical specifications, schedule of delivery, the rates quoted for each item and all other terms and conditions. All Commercial terms including discount if any, GST rate and amount, etc. should be specified in this part of the bid**. The rates are to be quoted as per format of Schedule of Prices at Annexure-A**.

Firstly, the main envelope containing the bids will be opened in the presence of the bidders representatives who choose to be present at the time date and at the address named as above. After opening the main envelope, the envelope marked part-I (Earnest Money) shall be opened first and if the Earnest money is found to be as per the requirement of the specifications, only then the envelope marked Part-II shall be opened. The bids without Earnest money shall be out rightly rejected.

* 1. **QUALIFYING CRITERIA**
* The firm/Contractors should be registered with EPF commissioner & possess independent EPF A/C Number .
* The Contractors/firm should have registered with Pb. Govt./Central Govt. Deptt. such as PSPCL/PSTCL, PWD Pb., Pb. IB, MES,CPWD, Railway etc.
* Firm should have valid GST , PAN, EPF ,ESI Numbers**. The copies to be supplied with quotation**
* The firm should have successfully carried out similar repair/fabrication at least once. The performance reports furnished by the owners / users of such work shall be submitted along with the tender documents.
* The tenderer should preferably have in-house facility along-with complete equipment for required work, otherwise he should indicate the complete details of the firm/working along with its consent where he proposes to get this work to be done. The requisite documents establishing the proof for having these facilities should be furnished / attached while submitting tender documents.
* The prospective bidder shall have a sound financial standings having average annual turnover of **20 Lacs or more for the last three years.** The bidder shall have to submit the requisite documents, profit and loss account, the balance sheet (duly authenticated by Charted Accountant), Income tax returns submitted to IT Dept. along with tender documents.
* Firm should not have been blacklisted/suspended business dealing with any Government, State electricity board, PSU,Pvt limited organizations etc .
* The tender of the firm which are not accompanied by the above mentioned requisite details/documents shall not be considered.

**1.08 SCOPE OF WORK : As per Technical Specification**

**1.09 Delivery Schedule /COMPLETION OF WORk**

The tenderers are required to offer the shortest possible completion schedule. The acceptable reasonable completion period of work shall not later than 60 days from the job is handed over to the tenderer. The expenditure on account of To and FRO transportation will be borne by the tenderer. Time period allowed for initiating the process shall not be more than 5 days from the placement of Work Order. The warranty of the repaired/fabricated job will be one year from the date of installation or 18 months from the receipt of repaired item at site whichever is earlier.

Before start of work the firm will have to give a Performance Bank Guarantee equivalent to 10% of the value of the contract for which the Work Order is placed, valid for the period including warranty period. During warranty no crack or damage should appear/occur repaired/fabricated item.

The firm will be allowed to initiate work only after W.O. Cum Contract agreement is signed by them, necessary Security is deposited and Bank Guarantee submitted by them after date of acceptance of the work order otherwise the work order will be cancelled .

**NOTE: Bank Guarantee should of Nationalized Bank except Canara Bank.**

**2.00 General Terms & conditions**

**2.01 PRICES:**

**i)** The rates should be firm and inclusive of all Taxes, insurance F.O.R. Destinations i.e at UBDC Power House no 3 stage-1 Sarna ,Distt Pathankot.

**ii**) The break up of the quoted rates and applicable taxes GST, etc. should be given in for F.O.R.

**iii)** The rates quoted F.O.R. destination or ex-works should be given in both figures and words and any overwriting, erosion, cutting etc. should be legibly signed or avoided. Offers/ tenders written in pencil shall be ignored.

**iv)** The prices tendered shall be such as to cover all the material destroyed under tests and no extra payment will be made for the material so destroyed and testing.

**v**) All the arrangements for testing's and required T&P for repairs etc shall be in the scope of tenderer.

**vi)** Quality plan shall be prepared and got approved from authority accepting tender before start of the works.

**2.02 earnest Money :**

The Tenderers shall be required to submit **Earnest Money 2 % of the tender value /-**along with tender document in the shape of Demand Draft/BA-16 of PSPCL, in favor of RE O&M UBDC Malikpur.

**2.03 OCTROI CHARGES:-**

Octroi charges shall be paid extra on actual basis if applicable during contractual delivery period.

**2.04 INSURANCE, TRANSPORTATION & HANDLING OF THE MATERIAL**

i). The rates are required to be quoted on F.O.R. destination basis and it is the responsibility of the supplier to deliver the material in sound/good condition F.O.R. destination basis and for that purpose the supplier shall insure the material/equipment against all risks at his own cost during transit for full delivered value of the material/equipment up to destination. All works in connection with making and settling of claims, if any, with railway authorities and /or insurance company shall be carried out by the contractor 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(s).

ii) All damages and /or shortage during transit as covered by the insurance shall be made good immediately on receipt of such information from the consignee(s) without waiting for settlement of claims. However, in case of apparent damages / shortages, the consignee shall obtain the loss/damage certificate from the railway authorities and send the same to supplier/ contractor within a period of 30 days from the date of receipt of material. A certificate shall be submitted by the supplier/contractor with each bill to the effect that the material has been duly insured.

iii) The consignee(s) shall report losses and damage to the firm within 30 days of the arrival of the equipment at the site. It will, however, be supplier’s responsibility to prefer timely claims on the insurance underwriters and to arrange replacement thereof to the consignee(s).

iv) The suppliers shall be wholly responsible for the loss, shortages, damages etc., during transit. Such shortages and damages etc. will have to be replaced/ repaired by the supplier/contractor free of cost immediately without waiting for maturing of the suppliers/contractor’s claims with the road transport/railway authorities.

v) In case replacement/repair of defective material is not carried out within six months of the intimation of damages, supplier shall have to pay interest at the rate of 12% per annum on the advance payments made by the Punjab State Power Corporation Limited from the date of its payment up to the date of the re-commissioning of the equipment after replacement / repair or to the date the default is made good.

**2.0CONTRACT:**

The detailed work order issued in accordance with agreed terms and conditions and accepted/ acknowledged by the firm shall itself form valid contract along with subsequent amendment, if any, and shall be construed and operated as such in terms of Indian Contract Act-1872 as amended up to date.

In addition to above, successful bidders have to submit the acceptance of the Work order on non-Judicial Stamp papers of appropriate value to the office of RE/ UBDC, PSPCL, Malikpur.

**2.06SECURITY DEPOSIT:-**

The person whose tender shall be accepted(hereinafter called the contractor) shall permit owner/engineer at the time of making any payment to him for works done under the contract to deduct such sum as will ( with the earnest money deposited by him) amount to 5% ( five percent) of gross value of work done. Such deductions are to be held by owner/Engineer-In-Charge by way of Security Deposit. All compensation or other sums of money payable by contractor to the owner/engineer under the terms of this contract may be deducted from or paid by the sale of sufficient part of security deposit or from any sums which may be due or may become due to the contractor by owner/engineer or any account whatsoever and in the event of his security deposit being reduced by reasons of any such deduction or sale as aforesaid, the contractor shall within 10days thereafter make good in cash any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit shall be refunded to the contractor after the expiry of defects liability period which is 6 months from the date of issue of completion certification or payment of final bill whichever is later. No interest shall be payable to the contractor on the amount of security deposit. The security deposit is to be deducted on the gross amount of running bill.

The earnest money deposited at the time of tender will be treated as part of the security deposit.

**2.07 terms of PAYMENT:**

1. No advance payment will be given.

2. A final bill shall be submitted by the contractor after completion of job and RE/UBDC shall take care or cause to be taken the requisite measurement for the purpose of having the same verified and shall be paid by RE/Op, UBDC, PSPCL, Malikpur, Pathankot against submission of bills duly verified by AEE MTC PH 3 Stg.-1 Sarna within 45 days.

**2.08 FORCE MAJEURE:-**

During the pendency of the Contract / Work 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, hostility, civil commotion, acts of the public enemy, sabotage, fire, floods, explosions, epidemics or non-availability of Government controlled raw-materials under Order / Instructions of Central / State Government regulations, strikes, lock-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 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 occurrence. The supplies shall be resumed under the contract as soon as practicable after the happening (event) ceases to exist.

**2.09 NEGLIGENCE AND DEFAULT:-**

In case of negligence on the part of Supplier / Contractor to execute the order / contract with due diligence and expedition and to comply with any reasonable orders given in writing by the PSPCL in connection with the work order / Contract or any contravention in the provisions of the Work order/ contract, the PSPCL may give 21 days’ notice in writing to the supplier / contractor to make good the failure or neglect or any contravention and if the supplier / contractor fails to comply with the notice within time considered to be reasonable by the PSPCL , It will suspend / terminate business dealings with the defaulting. Supplier / Contractor for a specific period apart from claiming reasonable compensation / damages forfeiture of Security etc.

**2.10 WARRANTY:-**

The warranty of the repaired/fabricated job will be 12 months from the date of installation or 18 months from the receipt of repaired item at site whichever is earlier. During warranty no crack or damage should appear /occur in the fabricated/repaired item.

**2.11 INSPECTION of Equipment & Test:-**

The PSPCL shall inspect examine and test the equipment through its official at firms works after completion and prior to dispatch on receipt of clear notice of minimum two week in advance to be reckoned from the date of receipt by the PSPCL. The firm shall provide all the facilities including boarding and lodging and as may be require carrying out the tests in accordance with quality plan free of cost. No material shall be dispatched without prior inspection and approval of test certificates by the PSPCL.

**2.12FAKE INSPECTION:-**

If the firm giving the inspection call does not put up material to inspecting officer for inspection due to one reason or the other , shall be required to remit the expenditure on T.A & D.A of inspecting officer (S) Rs.1000/- within Punjab and Rs.3000/- outside Punjab per visit of each officer . Besides this recovery against such fake call , a letter of warning shall be issued and it shall be counted towards performance for all intents and purposes. These charges shall be Rs.2000/- and Rs.5000/- respectively in case the material fails during inspection.

**2.13CANCELLATION:-**

The PSPCL/Purchaser reserves the right to cancel the Work Order as a whole or in part at any time or in the event of default on the part of the contractor prior to the receipt of intimation regarding taking in hand of repair/ fabrication job against the Work Order

**2.14RAW MATERIAL:-**

The raw materials to be used against the Work order shall be of the best quality of its kind obtainable in the market. The supplier/contractor shall be solely responsible for the procurement of materials required for the purpose. The firm has to ensure the quality of the material used for the repair and the same will be checked by PSPCL before the repair taken in hand by the Firm.

**2.15material & WORKMANSHIP:**

All the materials used in the repair /fabrication job shall be of the best quality of its kind obtainable in the market and whole of the work shall be of highest class, well finished and of approved design and make.

**2.16CHANGES:-**

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.

**2.17 TEST CERTIFICATES AND INSTRUCTION BOOK:-**

The supplier shall furnish 6 sets of complete Test certificates if applicable before dispatch of the repaired/fabricated item.

**2.18 DESPATCH INSTRUCTIONS:-**

#### The material will be required to be dispatched as per the dispatch instructions issued by the RE / UBDC, PSPCL, Malikpur.

**2.19EXTENSION IN Delivery Period:**

Any genuine delay in approval of technical details, drawings, issuance of amendment to Purchase order conducting inspection, approval of Inspection Test Reports/Test Certificates for allowing dispatches etc, will count toward extension of the delivery period by corresponding period other than that admissible under Force Majeure

Conditions, if any substantiated by the Supplier/contractor and duly accepted by the Purchaser. No extension in delivery shall be granted in case of delay in payment. However for delayed payment beyond stipulated period as per terms of payment clause. Compensation shall be credited @ 0.5% of the payment, so delayed per month or part thereof to be adjusted against penalties levied or to be levied subject to a maximum of penalty leviable due to delay in deliveries under the contract.

**2.21 CIVIL JURISDICTION:-**

All legal proceedings in connection with the Work Order/Contract shall be subject to the territorial jurisdiction of local civil courts at Pathankot only.

**2.22 UNDERTAKING:-**

All the tenderers are required to give the following undertakings on their letter head along with the tender documents.

i) That they would not pay any commission etc. or engage any commission agent for dealing with PSPCL in any matter including purchase of equipment etc.

**2.23place(s) of manufacture**/**Repair :**

The tenderer shall state place(s) of repair for all the steps as well as the places of testing and inspection of the equipment. Details of test facilities may also be given.

**2.24Special Instructions**:

i) Incomplete tenders not submitted on the lines indicated above are liable to be rejected without correspondence.

ii) Request for extending the due date of tenders will be ignored.

iii) The tenders from the direct manufacturers or their sole selling agents only will be considered.

iv) No printed general conditions of Sale attached with the tender shall be accepted.

v) Only indigenous offers or such offers in which no PSPCL assistance for import is required would be considered

vi) The tenderers revising their offer or withdrawing the same within the validity period after opening of the tenders are liable to be ignored/ black listed.

vii) Comments if any, on the clauses contained in the 'General Terms and Conditions' as well as in the Technical Specification should be offered, while submitting tenders, otherwise it will be presumed that all clauses stipulated therein are acceptable. .

**viii).** The tender should be accompanied by a reference list of work orders received /executed by the tenderer for the similar equipment :-

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Designation and full address of person/authority orders repairs | Work order no.& date | Name of Power House | status of work done | Remarks |
| 1 | 2 | 3 | 4 | 5 |

**2.25 ARBITRATION**

a). If at any time any question, dispute or difference, whatsoever, shall arise, between the Purchaser/PSPCL and Contractor/Supplier, 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 by a nominee of the Purchase / PSPCL, who shall give a reasoned /speaking award . The award of the sole arbitrator shall be final and binding on the parties under the provision of the Indian arbitration Act and the rules there under . 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 / work order. It will not be objectionable if the sole arbitrator is an officer of the PSPCL and he has expressed his views on all or any of the matters in question of dispute or difference.

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 & 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, if reasonably possible, continue during the arbitration proceedings, and no payment due or payable by the Purchaser/PSPCL shall be withheld on account of such proceedings.

**2.26 PENALTY FOR DELAY**

The time allowed for carrying out the work as entered in the contract shall be strictly observed by the contractor and shall be reckoned from the date on which order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be preceded with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as penalty an amount equal to one half percent (0.5)% of the estimated cost of the whole work as shown in the contract for every week, the work remains unfinished after the contract completion period provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed ten percent (10%) of the estimated or actual cost of work whichever is higher.

**2.27 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 share, or interest thereon to any other person.

**2.28 SUB CONTRACT**

The contractor shall not sublet any portion of the contract without the prior written approval of the PSPCL competent authority.

**2.29 ACCEPTANCE OF WO-CUM- CONTRACT AGREEMENT**

The Work Order along with its general terms and conditions and tender specifications shall form the Contract Agreement. The detailed work order issued in accordance with agreed terms and conditions and accepted/ acknowledged by the firm shall itself form valid contract

**2.30 GOODS AND SERVICE TAX:-**

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

1. 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\_\_\_\_\_\_\_\_\_\_\_

1. 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.
2. The maximum rate (in percentage) up-to which the GST may become livable/ payable under the prevailing Rules & Regulations applicable to their company, should also be clearly indicated in their tender.
3. 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.

1. 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 miss-statement given under the provisions of GST ACT by the firms shall be recoverable from them.
2. Further GST at applicable rates on principal supply shall be payable on Freight and Insurance.

**2.31 FAIR WAGES:**

1. The contractor shall pay not less than fair wages to labour, if engaged by him on the work. Fair wage means whether for time or piece work notified from time to time for the work and where such wages have not been so notified the wages prescribed by **the Labour welfare departments of state /district** in which the work is done.
2. The contractor shall notwithstanding the provisions of any agreement to the contrary cause to be paid fair wage of labourer indirectly engaged by him on the work in claiming any labour engaged by his contractor in connection with the said work as if the laborer's had been directly employed by him.
3. In respect of all directly or indirectly employed on the works for the performance of the Contractor’s part of the agreement the Contractor shall comply with or cause to be complied with Punjab Govt./Contractor’s labour regulations made by the Govt. from time to time in regard to payment of wages , wage period, deductions from wage and other terms of employment of inspection and submission of periodical returns and all other matters of like nature.
4. The Sr. Executive Engineer concerned shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the losses suffered by a worker or workers by the reasons of non- fulfillment of conditions of the contract from the benefits of the works. No payment of wages or deductions made from him or their wages, which are not justified by the terms of the contractors or for observance of the regularization referred to in clause 1.3 above.
5. Vis-à-vis The Punjab Govt./ Punjab State Power Corporation Limited, the contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity for his sub- contractor.
6. No labour below the age of 14 years shall be employed on the work.
7. It will be responsibility of the contractor to ensure that trees in the camp site and in the vicinity their fruit etc. are not damaged by his labour, or agent. Cost of such damage, if any, shall be assessed at the discretion of the Sr. Executive Engineer and deducted from the bill of the contractor.

**2.32 EPF Clause (in case of regional labour work only):-**

The contractor shall be registered with commissioner EPF and have an EPF A/C No.. Tender will be issued to those contractors who possess EPF license and submit sufficient proof thereof in its support. The contractor shall abide by all the statutory rules regarding provident fund as per EPF Act-1952 as amended to date strictly.

**SECTION-II**

**TECHNICAL SPECIFICATION**

**Specification REBABITTING OF TURBINE GUIDE BEARING SHELL OF UBDC STAGE-I POWER HOUSES**

**1. *INTRODUCTION TO UBDC PROJECT:-***

*UBDC Hydel Project is a canal based Power project fed from River Ravi off taking from Madhopur Head Works situated near Pathankot(Punjab). There are three Power Houses on UBDC (Upper Bari Doab Canal) Hydel Channel having installed capacity of 91.35MW. The capacity of UBDC Hydel Channel is 7250 Cusec & length is 21 KM and runs parallel to UBDC main canal & out falls into it after PH III at RD-65640 ft. UBDC Project was constructed in two stages as Stage-I & II with stage-I involving construction of three Power Houses at various RD’s having one machine of 15 MW Capacity at each Power House and Stage-II involving construction of other 3 no. machines (addition machine at each Power House) of 15.45 MW each. Stage-I & Stage II machines are housed in the Premises of each Power House in different buildings. The total capacity addition in Stage-I is 3x15=45 MW & that in Stage-II is 3x15.45=46.35 MW thus total capacity of the project is 91.35 MW. For having full generation from all the six machines the requirement of discharge is 7200 cusecs in the UBDC Hydel Channel.*

**2. SCOPE OF WORK:-**

**REBABITTING OF TURBINE GUIDE BEARING SHELL**

1. Transportation of Turbine Guide Bearing Shell from the UBDC Power house No.3 Stg.-1 Pathankot to the Workshop.
2. Removal of Babbitt metal & Cleaning with appropriate chemicals**. the weight of the removed material to be recorded and intimated.**
3. Inspection of Instrument pockets and cooling pipes for any defect By pouring water under pressure of 10 Kg/square cm and repair of the defect if any found.
4. Grinding/finishing of grooves if any on the inner surface.
5. DPT and Ultrasonic testing of TGB Bearing Shell surface.
6. **Initial readings of inner dia and outer dia of shell to be recorded.**
7. Surface preparation by tinning.
8. Chemical Analysis of babbit material to be poured from NBAL/Govt approved

laboratory.

The chemical Composition of Babbit material should be as under:

|  |  |  |
| --- | --- | --- |
| **Element** | **Min %age** | **Max %age** |
| TIN | 84.00 |  |
| ANTIMONY | 9.00 | 11.00 |
| COPPER | 5.00 | 6.00 |
| LEAD | ------ | 0.3 |
| IRON | ------ | 0.08 |
| ARSENIC | ------ | 0.10 |
| ALUMINIUM | ------ | 0.005 |
| BISMUTH | ------ | 0.05 |
| ZINC | ------ | 0.008 |
| CADMIUM | ------ | 0.10 |
| Total Impurities | ------ | 0.17 |

1. Pouring of melted babbit
2. NDT of Rough machined babbited bearing shell by DP.
3. **Final Machining shall after fixing the Shell in the bearing Clamp as per size intimated by PSPCL.**
4. NDT after Final Machining by DP and UT.
5. Dimensional check after final machining.
6. Transportation of Turbine Guide Bearing Shell from the Workshop to the UBDC Power house No.3 Sarna.
7. Coating of the cleared components with suitable preservative to avoid Transport & storage.
8. **Packing TGB shell suitable** in a wooden frame .
9. Shell to be bonded with white metal to IS 25 1979 (latest version) standard.
10. All machined surface must not exceed a roughness of 3.2 microns.
11. TGB Shell to be ultrasonically tested with ultrasonic equipment from govt / govt recognized laboratory. Submission of Test certificates duly signed by both PSPCL and firm shall be assured.

**Note** :**1.Any Item/work not covered in the scope of work necessarily required for completing the job is in the scope of contractor/Firm.**

**RE/ UBDC**

**PSPCL, Malikpur (Pathankot)**

**ANNEXURE -B**

**SCHEDULE OF DEVIATIONS FROM COMMERCIAL CLAUSES**

All  deviations  and  exceptions in  respect  of  commercial clauses  to the tender specification shall be clearly brought  out  by the  tenderer as per the format given hereunder. The details shall be exhaustive in all respects.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sr No | Clause | page of tender spec. | Exception & Deviations from the tender spec. | Remarks |
| 1 | 2 | 3 | 4 | 5 |
|  |  |  |  |  |

Certified  that the above listed deviations and  exceptions are  exhaustive and the contract shall be executed as per  the  tender specifications  except for the above deviations and exceptions in  the event of placing an order on us.

Date: For M/s

Place (Signature by its Constituted Attorney with Seal).

**ANNEXURE -C**

**SCHEDULE OF TECHNICAL DEVIATIONS**

All deviations from Technical clauses shall be clearly brought out by the tenderer as per the format given hereunder:

The details shall be exhaustive in all respects.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sr No | Clause | Page of technical spec. | Exceptions/ Deviations | Remarks |
| 1 | 2 | 3 | 4 | 5 |
|  |  |  |  |  |

Certified   that the above listed deviations and exceptions are exhaustive and the contract shall be executed as per the tender specifications excepting for the above deviations and exceptions in the event of placing an order on us.

Date: For M/s

Place Signature (By its Constituted Attorney). Seal

**ANNEXURE -D**

**SCHEDULE OF PAST WORKS**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Sr No | Rating | Work  Order No | Qty | For whom repaired | Date of scheduled supply | Actual date of supply | Remarks  To whom reference can be made. Tel. No./Fax No.etc. |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|  |  |  |  |  |  |  |  |

**ANNEXURE-E**

**PERFORMA FOR BANK GUARANTEE**

**TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER**

**OF THE APPROPRIATE VALUE NOT LESS THAN RS. 15/-**

Bank Guarantee No. ……………..…..……Dated ……………………...

The Bank of …………………………………………. hereby agrees unequivocally and unconditionally to pay, within 48 hours, on demand in writing from the Chief Engineer, Hydel Projects, Punjab State Power Corporation Ltd., Patiala or any officer authorized by him on his behalf, of any amount upto and not exceeding ….……… (in words Rs. ………………………….…) to the Punjab State Power Corporation Ltd. on behalf of M/s. …….…………..…. who have entered into a contract or who unconditionally accepted the Work Order-cum-Contract Agreement No. ……………..………… dated ……….……for the supply of material …………………………………………… for order value of Rs.……………against specification No. .………………………. .

1. This Guarantee shall be valid and binding on this Bank upto and including ………………….. and shall not be terminable by notice or on account of any change in the constitution of the Bank or the firm of contractors/suppliers or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given conceded or agreed with or without our knowledge or consent, by or between the parties to the said contract/purchase order.

2. Our liability under this Guarantee is restricted to Rs. ………………………….. (in words Rs. ………………………………………………………………). Our Guarantee shall remain in force until …………………..unless a claim under the Guarantee is filed against us within 6 months from the date i.e. **………………...** All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

3. We hereby agree that any claim or dispute arising under this Deed shall fall within the jurisdiction of competent courts at Patiala.

4. We hereby further declare that this Deed has been executed by our lawfully constituted attorney legally competent to sign and execute such deeds.

Signed ……………………………

1. Witness ……………………………… for ……………………………...

2. Witness ………………………………. Bank ……………………………

Witness should be Bank Official of the issuing Bank and witnessed the Bank Guarantee by putting their signature along with Service code & complete address.

**DIRECTIONS FOR SENDING BANK GUARANTEE**

* + - 1. Bank Guarantee shall only be accepted direct from the bank through registered dak/post duly contained in the printed envelope of the bank and shall be duly accompanied by a forwarding letter on the printed letterhead of the bank. This forwarding letter shall state that the bank guarantee has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. Bank Guarantee shall be witnessed by two bank officers with complete address.
      2. An attested copy of the power of attorney in favour of the executant of guarantee alongwith his authenticated signatures shall be supplied with the guarantee. The attestation shall be done by some officers of the bank other than the executant.

**ANNEXURE -A**

**SCHEDULE OF PRICES**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Sr. No.** | **Description** | **Qty** | **Material cost**  **(In Rs.)** | **Gst rate on material(%)** | **GST in Rs** | **Total cost of material (4+6)** | **Service charges** | **Gst rate on service(%)** | **GST Amount on Service**  **In Rs.** | **Total Service cost (8+10)** | **Fright&Insurance(Rs)** | **GST Rate on Fright&Insur** | **GST Amount on Fright&Insur (In Rs)** | **Total Fright and In Rs (12+14)** | **G.Total**  **In Rs.**  **(7+11+15)** |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| **1.** | Tin based rebabitting of Turbine Guide Bearing shell of vertical Kaplan turbine 21000BHP, 150RPM having clockwise rotation with tin based white metal 84 grade as described in the scope of work.The diameter of shell with Babbitt material shall be 720mm approximately or as decided by Engineer in charge and height of the white metal is approximately300mm. | 1  job |  |  |  |  |  |  |  |  |  |  |  |  |  |

**Note:** 1. Filling up of the price Schedule Proforma: The above proforma shall be filled by the tenderer duly typed without cutting/overwriting.

1. Discount offered after opening of the tender will lead to the rejection of tender.
2. **HSN/SAC CODES AND GST RATES MUST ALSO BE INDICATED SAPARATELY**.

Date: For M/s