



Regd. Office : - PSEB The Mall Patiala 147001, website:- www.pspcl.in  
 Office : Superintending Engineer/ O&M Circle, RSD, PSPCL, Shahpurkandi (Pathankot) PUNJAB.145029  
 Tele./ Fax +91-01870-263302/ 263303. Mob:- +91-9646118756 E-mail - **se-shahpur@pspcl.in**

**OPEN TENDER**Tender Enquiry No. **01/O&M/2021-22**Date **27/05/2021**

To

REGD: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Memo No. \_\_\_\_\_ /

Dated \_\_\_\_\_

**Sub: Repair of input/output cards and processors for AVR, auto sequencers and annunciation cards of 4 no. Generating units at RSD Shahpurkandi**

You are requested to quote your lowest competitive rates for the following work at the earliest. Bid must be received in the office of Dy. CE/O&M Circle, RSD, PSPCL, Shahpurkandi-145029 on or before 06/07/2021 at 11.00 AM and same shall be opened on date. 06/07/2021 at 11.30PM. **Tender can be sent through post/ courier or in person by authorized representative.**


**PRICE BID TO BE ENCLOSED IN SECOND ENVELOPE.**

Sr. no.		Material code	Description of material	Qty.	Cost of repair/unit Ex-works including packing & forwarding charges(in Rs.)	Total Cost of repair Ex-works including packing & forwarding charges (in Rs.
1.	Auto sequencer Panel and AVR Panels	Processor	70PR 03C-659-P03A-A	2		
		Input cards	659-1B2B-A-70E02b	4		
		Output cards	692050B1CA OR 692-05-0B3AA	4		
2	Annunciation Panels	Power supply card	PC 3/15-8793	4		
		Alarm card	CC-TCD-12351	4		
		Annunciation card	LCM 2A-CD-12325	4		
		Annunciation card	LCM 2K-TCD-12325 A	4		
A	TOTAL					
B	Freight charges(Repaired modules) from firm premises to back RSD site					
C	Total (A+B)					
D	GST in % on C					
E	GST in Rs. on col.C					
F	Grand Total (C+E)					

**Note:-**

1. One side Freight charges from RSD site to firm premises and both side (to and fro) transient insurance will be borne by PSPCL as per actual.
2. **SUBMISSION OF TENDER:** Tender shall be submitted in two parts i.e Part-I & Part-II along with forwarding letter in outer envelope stating that price bid is enclosed in second inner envelope only:
  - **Part-I** (Tender fee, EMD, Commercial & Technical conditions): Commercial Bid enclosed in first inner envelope containing tender fee, EMD, PAN document and GST Registration document. Firm may also submit deviations in Part-I only.
  - **Part-II:** Price bid to be enclosed in second inner envelope after quoting rates.
3. GST/TDS & Income Tax/TDS shall be deducted if applicable.
4. Any other tax/ duties/statutory liabilities shall be in scope of contractor/ firm.

DA: Terms & Conditions

  
Dy. Chief Engineer/O&M Circle,  
RSD, PSPCL, Shahpurkandi

### Terms and Conditions

1. A set of tender documents (non transferable) consisting of specification & general terms & condition can be obtained from the office of undersigned against payment of Rs. 1180/- (non refundable) by cash or in shape of demand draft in favour of A.O(Pre-audit), RSD, PSPCL Shahpurkandi on any working day.
2. **EARNEST MONEY:**
  - The tenderers shall be required to submit earnest money @ 2% of tender value rounded off to a multiple of Rs 10/- on the higher side subject to a minimum of Rs 5,000/- and maximum of Rs 10 lac in the shape of cash/Demand Draft, in favor of AO(P), RSD, PSPCL Shahpurkandi, **PAYABLE AT JUGIAL.**
  - The following shall be exempted from depositing Earnest Money:-
  - Public Sector Undertakings owned by Pb. Govt./Central Govt./Other State Govts. Shall be exempted from depositing earnest money, provided that a certificate of govt. ownership shall be submitted in the envelop for earnest money.
  - Earnest Money shall be forfeited in case of withdrawal/ modification of an offer within the validity period as required in the NIT/Tender Specification after opening of Tenders.
  - In case of successful Tenders, Earnest Money shall be converted Security Deposit and shortfall, if any shall be got deposited for faithful execution of Purchase Order/Contract.
  - In case of tenders not accepted, the earnest money shall be refunded within 30 days of the award of order/contract to successful tenderers.
3. The prices should be firm and no variation will be allowed.
4. The rates quoted shall be valid for 120 days from the date of opening of the quotation.
5. Quantity of material can increased/decreased to any extent as per site conditions.
6. **SUBMISSION OF TENDER:** Tender shall be submitted in two parts i.e Part-I & Part-II along with forwarding letter in outer envelope stating that price bid is enclosed in second inner envelope only:
  - **Part-I** (Tender fee, EMD, Commercial & Technical conditions): Commercial Bid enclosed in first inner envelope containing tender fee, EMD, PAN document and GST Registration document. Firm may also submit deviations in Part-I only.
  - **Part-II:** Price bid to be enclosed in second inner envelope after quoting rates.
7. **TENDER OPENING & BID EVALUATION:** Tender shall be submitted in two Part :
  - a. **EVALUATION OF PART-I:** Firstly, Part-I (Tender fee, EMD, PAN document & GST document shall be checked and in case all are found correct, only then the PART-II (PRICE BID) of the Tender shall be opened. The bids without tender fee, earnest money, PAN document & GST document shall be rejected. Tender inviting agency may seek any document from tenderer if requisite document required as per part-I is/are found less before opening of part-II.
8. **Payment:-** 100% payment (except security deposit) shall be made to the firm after receipt of repaired modules at RSD site subject to entire satisfaction of the Engineer In-charge of the concerned work i.e ASE/EMC.
9. **Completion period:-** 120 days from the date of receipt of unrepaired modules at firm premises and acknowledgement/email sent by ASE/EMC to firm on receipt of repaired modules back at RSD site.
10. **Inspection:-**Material will be inspected by representative of ASE/ EMC, RSD, PSPCL, Shahpurkandi after the receipt of repaired cards at RSD site.

11. **Warranty:** Repaired modules shall have warranty period of 12 months from the date of receipt at RSD site.

12. GST/TDS & Income Tax/TDS shall be deducted if applicable.

**13. PENALTY FOR DELAY:-**

a. 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 the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded 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 ½ % 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 provisions of this clause shall not exceed 10 percent of the estimated or actual cost of work whichever is higher.

14. **SECURITY DEPOSIT:** The earnest money deposited at the time of tender shall be converted into security deposit. The Security deposit will be deducted from bill at the rate of 5% of the gross value of the work order after taking into account the EMD converted as security.

**A) REFUND OF SECURITY DEPOSIT:**

On faithful execution of contract in all respect the security deposit of the contractor shall be refund after the expiry of warranty/defect liability as provided in the contract. In case of civil works minimum period of 6 months will be provided as defect liability period in the contract.

- a. ii) Engineer-in-charge (SDO up to Rs. 10 Lacs of the contract value and Sr. Xen for works costing more than Rs. 10 Lacs) shall issue the certificate for site clearance.
- b. iii) Provisional completion certificate shall be issued within 30 days of the completion of the work. A copy of the certificate shall be sent to Technical Audit Organization. On receipt of the report from Technical Audit after making recovery/ rectification of the defects pointed out, construction organization will issue final completion certificate.

On receipt of provisional completion certificate the post construction technical check/ audit shall be carried out within defect liability period.

**B) FORFEITURE OF SECURITY DEPOSIT:** In the event of default on the part of contractor in the faithful execution, the security deposit shall be forfeiture by an order of the contracting agency under intimation to other SE's, who in turn shall circulate the same to other SEs, CEs and Secretary Board.

The forfeiture of security deposit shall be without pre-justice to any other rights arising or accruing to the board under relevant provision of the contract like penalty, damaging for delay in delivery or risk execution of work including suspension of business dealing with boards for a specific period.

**D)** Any amount due against the contractor shall be recoverable from pending amount of the concerned Work Order or any other Purchase Order/ Work Order/ Contract of the firm with PSPCL. If no payment of the firm is pending with PSPCL against any other Purchase Order/ Work Order/ Contract then the same shall be deducted from any Security/ EMD or PEMD lying with PSPCL. In case, the total amount of EMD, PEMD security of all purchase order/ work order/ contract is less than recoverable amount, action shall be taken by PSPCL as admissible under the law e.g. filing of recovery suit & lodging of FIR etc. Moreover the performance of the firm regarding the same shall be given due importance while placing future order on such firm.

**C) ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED:**

- In any case, in which under any clause or clauses of the contract, the contractor shall be rendered himself liable to pay compensation amounting to whole of his security deposit

**15. EXTENSION OF TIME:-**

- a. If the contractor shall desire an extension of the time limit for completion of the work on ground of his having been unavoidably hindered in execution or of any other ground, He shall apply in writing to the Engineer-In-charge and the Engineer In-charge may if in his opinion there are reasonable ground for granting extension, allow such extension as he thinks necessary or proper. The decision of the Engineer In-charge shall be final and binding.
- b. For any delay in work on account of act of omission or commission at the part: of Punjab State Power Corporation Limited viz. delay in issue of material, alteration, omission, additions, substitutions in original specifications, drawings, design etc. only extension of time will be agreed for the period so lost and no compensation would be given on this account.

**16. FORCE MAJEURE :-**

If at any time during the continuous 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 reasons, of any ware, hostility ,acts of public enemy, civil commotion, sabotage, floods, explosion, epidemics, fires other acts of God, strikes & lock-outs ( thereafter referred to as eventualities) then, provided notice of the happening any such eventuality is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reasons of such eventuality be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delayed performance and construction of work under this contract. Shall be resumed as soon as practicable after such eventuality ceased. Appropriate extension in time of completion shall be granted.

**17. 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 regards the rights and obligations of the party as the result of such terminations shall be referred, for sole arbitration of the nominee of the Punjab State Power Corporation Limited, 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 mater 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 the 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 references, 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 the 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/ Punjab State Power Corporation Limited shall be withheld on account of such proceedings.

**18. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENTS OR TRANSFER OR SUB LETTING OF CONTRACT: The accepting officer, without prejudice to any other right or remedy which shall accrue after to PSPCL, shall cancel the contract in any of the following cases:**

- Being an individual, or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order or order for administration of his Estate made against him or shall

take any proceedings for liquidation or composition under any Bankruptcy, Act for the time being enforce or make any conveyance or assignment of his effect of composition or arrangement ;for the benefit of his creditor or purport to do so, or if any application be made under any Bankruptcy Act for the time being in force the sequestration of his Estate or if a trust deed be granted by him on behalf of his creditor.

OR

- Being a Company, shall pass a resolution or the court shall make an order of the liquidation of its affairs, or a Receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a Receiver, or Manager.

OR

- Name an arrangement with or assignment in favor of his creditors, or agree to carry out the contract under a committee of Inspection of his creditors

OR

- Assigns, transfers, sub-lets or attempts to assign, transfer of sub-let any portion of the work without the prior approval of the Accepting Officer

OR

- Suffers an execution being levied or his goods works or property and allows it to be continued for a period of 21 days.

Whenever the Accepting Officer exercise his authority to cancel the Contract under this condition, he may complete the work by any means at Contractor's risk and expense provided always that in the event of the cost of completion ( as certified by Engineer-in-charge which is final and conclusive) being less than the contract cost, the advantage shall occur to the PSPCL and that if the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount ordered by the Engineer-in-charge or the same shall be recovered from the contractor by other means.

Engineer-in-charge will have powers to take possession of the site and any materials, constructional plant, implements; stores etc. thereon and or carry out the work by any means at the risk and cost of the contractor.

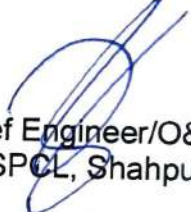
In case the PSPCL completes the work under the provisions of this condition, the cost of such completion to be taken into account determining the excess cost to be charged to the contractor under this condition shall consist of the cost of material purchased and/or labour provided by the PSPCL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the Engineer-in-charge whose decision shall be final and conclusive.

If the contractor fails to pay the excess sum within a period of 30 days, the Engineer-in-charge shall have the right to sell any or all of the contractor's unused materials, constructional plant, implements, temporary buildings etc. and apply the proceeds of the sale thereof towards the satisfaction of any sum due from the contractor under the contract and if thereafter be any balance outstanding from the contractor it shall be recovered in accordance with the provisions of the contract or by other means available.

The contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of with a view to the execution of the works or the performance of the contract and contractor shall not be entitled to recover or be paid any sum for any work actually performed under the contract, unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the contractor shall only be entitled to be paid the value so certified after adjusting the amount due from him.

19. The quotation should be sent though by speed post/registered, on letter head of the firm duly typed.

20. If any dispute arises between the contractor and the In Charge of the work the decision of the undersigned will be final and binding on both the parties.
21. All legal proceedings in connection with this case will be subject to the jurisdiction of the local courts at Pathankot.
22. This office reserves the right to reject any or all the tenders without assigning any reason.
23. Any deviation from the specifications shall be liable to be rejected.
24. Conditional, late, in-complete and telegraphic tender/FAX tender will not be accepted and tenders received without earnest money & tender fee shall not be opened.
25. If required, the negotiation shall only be held with the lowest tenderer.
26. The quotation should be sent on attached schedule of quantities or letter pad of the firm in duplicate duly signed by its representative.
27. GST No. and PAN No. should also be supplied with the quotation.
28. The attached Annexure-A should fill duly signed along with the stamp of the firm and thereafter along with quotation.
29. Tender received after the due date shall not be entertained.
30. All other terms and conditions as per work regulation amended time to time will also be applicable which can be seen from this office or can be downloaded from PSPCL website.



Dy. Chief Engineer/O&M Circle,  
RSD, PSPCL, Shahpurkandi