

PUNJAB STATE POWER CORPORATION LIMITED

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

Corporate Identity No. U40109PB2010SGCO33813, Website: www.pspcl.in

O/o Resident Engineer, Generation Division, ASHP, ShriAnandpur Sahib

(Ph:01887-232076,96461-19094, Fax:232117, Email: reashp@gmail.com)

Notice Inviting Tenders

To

_For Publication
_____Memo No. 1301 /Dated 14/7/2023.

Sub: Testing of the equipment of ASHP under factory Act-1948.

D/Sir,

Sealed Tenders are invited in duplicate copies to carry out the following work as per PSPCL Tenders' Specifications, General Instructions, Terms and Conditions attached herein after.

| Item No. | Description | Enquiry 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 |
| | Testing of the equipment of ASHP under factory Act-1948 at PH1 & PH2 of ASHP | DA/RE/ASHP /2023-24 | 01.08.2023 upto 11.00am | 01.08.2023 at 12.30am - | Nil |

No separate set of tender documents/specifications is required to be purchased from this office in this regard.


RESIDENT ENGINEER
GENERATION DIVISION PSPCL
ASHP, ANANDPUR SAHIB

Enclosed: Annexure-I to Annexure-V

GENERAL INSTRUCTIONS TO BE OBSERVED BY TENDERS

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.

(a) The tender must be complete in all respects.

(b) Tender shall be submitted in duplicate and all copies shall be separately tagged and clearly marked as 'Original' and 'Duplicate's.

(c) 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 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.

5. 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 Resident Engineer, Generation Division. PSPCL, ASHP, Anandpur Sahib. Both (inner& out) covers shall be sealed and superscripted with Tender No. as given in the Tender Notice along with the tendered item and date of the opening of tender enquiry.

8. Quotations/Tenders shall be received in the office of Resident Engineer, Generation Division. PSPCL, ASHP, Anandpur Sahib up to 11:00 Hrs on the due date given in the tender notice and shall be opened thereafter at 15:00 Hrs 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.

13. Purchase order can be cancelled at any time without any reasons.

14. No of units may be increased / decreased at any time before issue of work order.

GENERAL TERMS AND CONDITIONS

1- PRICES :

- (i) The unit rates shall be quoted F.O.R. destination at any Railway Station in Punjab/PSPCL Railway siding, where ever existing or at the stores of PSPCL 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:-
- a) The price of the material inclusive of packing and forwarding charges forming part of production cost.
- b) 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- COMPLETION PERIOD

The work shall be completed within 45 days.

4- 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.

5- MODE OF PAYMENT:-

Payment for this order shall be made through RTGS System of Digital payments and the charges if any shall be recovered from the Supplier/Contractor, and further about that the payment through RTGS will be process as per finical adviser PSPCL Patiala's Memo No. 3314/36w/BKg/dwg dated 30.01.20 & letter no.1457/1743 dated 14.07.20 instructions and supplier will supply to the department their bank detail for the processing of payment.

- 6- 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.
- 7- Negotiations, if required shall not be held excepting with the lowest tenderer.
- 8- All corrections/cuttings/additions or pasted slips shall be initialed by the authorized person or Firm/Agency/Dealer.

9- **PENALTY FOR DELAY IN TESTS:**
If the firm fails to complete the testing/work within the stipulated contract period of work order/contract, the same is liable to be rejected and if accepted, the firm shall be liable to pay penalty @ ½% (half of one percent) of the cost of testing per week of delay or part thereof not exceeding maximum limit of 10% the cost of the complete unit of WO amount so delayed.

10- **EXTENSION IN TESTING PERIOD:**

Any genuine delay in the approval of technical details, drawings, samples; issuance of amendment to Purchase/Work-Order; carrying out inspection; approval of Test Reports/Test Certificates issuance of dispatch instructions/ stations etc. will count towards extension of the testing 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. Note: not to be incorporated in specifications Purchase Order)

(i) The action taken under this clause regarding suspension/termination shall be intimated to all the organizations of ISPC(L). However, action regarding blacklisting shall also be intimated to all the other SEBs/ state utilities.

(ii) The competent authority to approve action under this clause shall be the same as defined under clause 9 of main regulations.

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, epidemic, 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 condition, 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.

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EARNEST MONEY DEPOSIT (EMD): Clause not applicable
GOODS AND SERVICE TAX

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

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

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-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.

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

INSURANCE: Clause not applicable.

WARRANTY: Clause not applicable

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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.

18

DISPATCH INSTRUCTIONS: Clause not applicable

19-

INSPECTION AND TEST: Clause not applicable

20- **CANCELLATION OF PURCHASE/WORK 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).

21- **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.

22- **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.

23 **NA**

24 **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.

... will be accepted by the consignees unless accompanied by challan /invoices containing the prices/quantity etc.

25. **ALL CUTTING/CORRECTION TO BE INITALLED**

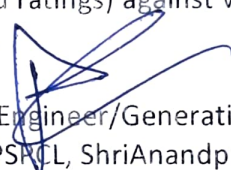
Each page of the tender document including the schedule of quantity and bid drawings the signed and dated by tenderer in ink as token of his examined at the same. Any correction in the rates quoted in the schedule of quantities shall also be signed with date by tenderer before submitting the tender. All correction and addition or pasted slip should be initailed by the contractor. Non-compliances with these condition will make the tender liable to rejection.

26. **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.

27. 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.


Resident Engineer/Generation Division
A.S.H.P., PSNL, ShriAnandpur Sahib

CONTRACT AGREEMENT FORM

(To be entered on a Non-Judicial Stamped paper of Rs.....only)

This contract agreement made this day of in the year between, the Punjab State Power Corporation Ltd hereinafter called Purchaser and M/s..... having their Regd. Office at Herein after called 'Contractor' for the supply and delivery /construction of in accordance with Tender Enquiry No..... dated..... and Contractor's proposal No..... dated.....

This is not a confirmation of the advance acceptance notified in the Purchaser's letter No..... wherein the Purchaser has accepted the proposal of the Contractor for the supply and delivery/Construction of As per Purchase/Work Order No.....

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

The NIT/Tender Specification, the Contractor's proposal and related correspondence and the Purchase Order acknowledged/accepted by the contractor form part of this agreement.

This agreement contains pages.

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

CONTRACTOR

PURCHASER

SCHEDULE OF QUOTED PRICES (PRICE-BID)

| Sr. No. | Description of Job | Qty | Unit | Rate (Rs.) | GST %age On Col. 5 | GST Value (in Rs.) | Total Amount (5+7) | Grande Total amount (8*3) (inRs.) |
|---------|--|-----|------|------------|--------------------|--------------------|--------------------|-----------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 1 | E.O.T Crane Capacity 225 ton | 2 | No. | | | | | |
| 2 | E.O.T Crane Capacity 40 ton | 2 | No. | | | | | |
| 3 | Gantry Crane capacity 20 ton | 2 | No. | | | | | |
| 4 | Air Receiver Tank (LP) (Unit Compressor) | 2 | No. | | | | | |
| 5 | Air Receiver Tank (HP) (Unit Compressor) | 2 | No. | | | | | |
| 6 | Air Receiver Tank 6kg (Service Compressor) | 2 | No. | | | | | |
| 7 | OPU Tanks | 4 | No. | | | | | |
| 8 | Chain Pulley Block Capacity 10 ton | 1 | No. | | | | | |
| 9 | Chain Pulley Block Capacity 5 ton | 2 | No. | | | | | |
| 10 | Chain Pulley Block Capacity 3 ton | 1 | No. | | | | | |
| 11 | Chain Pulley Block Capacity 1 ton | 2 | No. | | | | | |
| 12 | Monorail Hoist capacity 10 ton | 1 | No. | | | | | |
| 13 | Monorail Hoist capacity 5 ton | 5 | No. | | | | | |
| 14 | Conveyance Charge | - | - | | | | | |

(Rs. in words _____)

Note:-

Performa for the price schedule shall be duly typed and prices written by hand shall not be accepted.

Signature of Tenderer