

**PUNJAB STATE POWER CORPORATION LIMITED
OFFICE OF SE/P&M CIRCLE BATHINDA**

(e-tendering website:- <https://eproc.punjab.gov.in/>)

TENDER ENQUIRY NO: 04/2023-24

SPECIFICATION AND GENERAL INSTRUCTIONS FOR THE RE-FILLING/ REPAIRING OF VARIOUS TYPE OF FIRE FIGHTING CYLINDERS AT VARIOUS 66 KV SUB-STATIONS UNDER P&M CIRCLE BATHINDA.

1. DUE DATES & TIME :

- | | | |
|-----|--|----------------------------|
| I | Last date for downloading of Specification / Tender documents from PSPCL website : | 17-07-2023 up to 11.00 AM |
| II | Last date & time for Submission of Tenders : | 20-07-2023- up to 11:00 AM |
| III | Date & time for opening of Tender : | 20-07-2023 at 11:00 AM |

2. TELEPHONES / CONTACTS

- | | | | |
|----|-----------------------------|---|---|
| i | SE / P&M Circle Bathinda | : | 96461-20670
email : dycepm@gmail.com |
| ii | Sr Xen/O&M Division Fazilka | : | 96461-19625
email : srxenpmfazilka@gmail.com |

NOTES: -

1. In case the due date for opening of tender happens to be a holiday, then tenders would be opened on the next working day at the same time.
2. The details regarding e-tendering process may be seen on <https://eproc.punjab.gov.in.nicgep/app> . It may be noted that no hard copy of the specification will be issued by this office and the specification can only be downloaded from the above mentioned website.
3. Tender specification can only be downloaded from website www.eproc.punjab.gov.in . Details regarding E-Tendering is available on website www.eproc.punjab.gov.in All the prospective bidders are requested to get their digital signatures, register themselves on the website www.eproc.punjab.gov.in and get conversant with the process of online submission of tenders well in time so as to submit the tender by the due deadline. No request for extension in the due date of tender opening on the above grounds shall be entertained. The bidders may contact <https://eproc.punjab.gov.in> at contact nos. 0172-2970263, 0172-2970284, 0120-4001002/0120-4200, 462/0120-4001005/0120-6277787. Corrigendum, if any after the publication of this tender enquiry shall only be uploaded on website <https://eproc.punjab.gov.in> and will not be published in newspapers.
4. The prospective bidders are requested to be extra cautious in filling the tender and to get in touch with this office in case of any difficulty. Once the tender is opened, no request regarding giving relaxation or for overlooking any mistake committed by the bidder will be entertained.



PUNJAB STATE POWER CORPORATION LTD
(Regd. Office PSEB Head Office, The Mall, Patiala)

O/o SE/P&M Circle Bathinda, 2nd floor, Administration Building, GNDTP Bathinda,
Mob: 96461-20670, 96461-19625 e-mail: dycepm@gmail.com e-mail: srxenpmfazilka@gmail.com
Corporate Identification Number (CIN): U40109PB2010SGC033813. Registration Number: 33813,
website: www.pspcl.in , e-tendering portal: <https://eproc.punjab.gov.in/>

NOTICE INVITING TENDER

Tender Enquiry No.	04/2023-24
Scope / Short Description	Re-Filling/ Repairing of various type of Fire fighting cylinders at various 66 kV sub-stations under O&M division Fazilka under P&M Circle Bathinda.
Start date for down loading of specification/tender documents from PSPCL's web site www.eproc.punjab.gov.in	01/07/2023 11:00 hrs
Last date for downloading of specification/tender documents from PSPCL's web site www.eproc.punjab.gov.in	17/07/2023 11:00 hrs
Last date of bid submission	17/07/2023 11:00 hrs
Bid opening date	20/07/2023 11:00 hrs
For detailed NIT & tender specification please refer to https://eproc.punjab.gov.in/ Note : It is informed that in case tender process is not completed due to any reason, no corrigendum will be published in newspaper. Details regarding corrigendum may be seen on official PSPCL website www.pspcl.in	
<p>-sd- Sr Xen/O&M Division, Fazilka For SE/P&M Circle, Bathinda</p>	
SAVE ELECTRICITY TO REDUCE POWER CUTS	

CONDITIONS:

1. The firms may download tender specifications form PSPCL Website <https://eproc.punjab.gov.in/>.
2. All tenders must be accompanied by Bid Document/Bid Processing fee@ Rs 1000 + GSTR @18% i.e. Total Rs 1180/- and Earnest Money Deposit (EMD) at the rates prescribed in the tender documents or Permanent Earnest Money Deposit (PEMD). **The first part will, consist of Bid Document fee and earnest money submitted via e-payment gateway on the e-tendering portal or valid PEMD certificate for PSPCL. However, a manual photocopy of proof of submission of Bid document fee and EMD/PEMD certificate shall be submitted in a separate envelope.**
3. Negotiations, if required, shall only be held with the lowest tenderer.
4. The offers should be kept valid for 120 days from the date of opening of tenders.
5. Telegraphic or conditional quotations will not be accepted.
6. The competent authority may distribute the work to be done in one or more firms.
7. PSPCL reserves the right to increase/ decrease/ nullify the NIT quantity without assigning any reason.
8. In case the due date of opening of tenders happens to be a holiday, tenders shall be opened at the same time on the next working day.

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For *Sr Xen/O&M Division, Fazilka*
SE/P&M Circle, Bathinda

GENERAL INSTRUCTIONS TO BE OBSERVED BY TENDERERS
SCHEDULE 'E'

(Referred to in Regulation-II)

1. The following instructions must be carefully observed by all tenderers. Quotations/ tenders not strictly in accordance with these instructions will be liable to be rejected.
 - i) The tender must be complete in all respects. The following points should carefully be studied in order to ensure submission of a complete and comprehensive tender. Failure to comply with any of these instructions or to offer brief explanation for non-compliance is likely to render effective comparison of the tender as a whole impossible and may lead to rejection of an otherwise competitively lowest offer.
 - ii) Telegraphic quotations will not be accepted.
 - iii) The tenders shall be submitted in three parts i.e. Part-I, Part-II & Part-III. The following procedure will be adopted for the opening of tenders.
 - a) Part-I- Tender Document Fee and Earnest Money: All tenders must be accompanied by Tender Document Fee and Earnest Money Deposit (EMD) at the rates prescribed in the tender documents or Permanent Earnest Money Deposit (PEMD), except in the case of tenderers, which are specifically exempted there-under. The first part will, consist of Tender document Fee and earnest money submitted via e-payment gateway on the e-tendering portal or valid PEMD certificate for PSPCL. However, a manual photocopy of proof of submission of Tender Document Fee and EMD/ PEMD certificate shall be submitted in a separate envelope.
 - b) Part-II- Technical/Commercial bids: The second part will consist of technical specification schedule of deliveries & all other terms and conditions except the rates.
All commercial terms i.e. GST is to be specified in the Part-II i.e. technical and commercial part of the bid. Price bid components of their bid should only contain prices so that there is no controversy regarding interpretation of any condition/stipulation at the time of preparation of merit statement after opening the price bid. Part-II and Part-III shall be submitted online through e-Tendering portal only. While opening the Tenders, Earnest Money deposit shall be evaluated first and in case the deposit of Earnest Money is in accordance with the terms of Notice Inviting Tender only then Part-II of the Tender shall be opened.
 - c) Part-III: Price Bids: The third part will consist of the rates quoted as well as other related terms like freight, insurance, GST and other incidental charges relevant to the price.
Firstly the envelopes containing the proofs towards the Bid Document Fee and EMD/PEMD certificate will be opened in the presence of the bidder's representatives who choose to be present at the prescribed time, date and address. If the Tender Document Fee and EMD/PEMD is found to be as per the requirement of the specifications, only then the tender i.e. Part-II shall be opened. The bids without Tender document Fee and earnest money shall be out rightly rejected.
After opening Part-II of the bids (technical/commercial), the bids will be technically & commercially evaluated by PSPCL. The third part of the bids (Price bid) shall be opened in case of only those firms whose part-II of the bids after evaluation is found to be conforming to the specifications. The date and time for opening Part-III of the bids will be intimated to the qualifying firms. The price bids (Part-III) will be opened in the presence of the representative of the qualifying bidders who choose to attend.
2. The officer inviting tenders, contracting/purchasing agency/PSPCL (here-in-after referred to as Purchaser) reserve the right to modify the schedule of requirement, 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 reasons. He will not be responsible for and will not pay for expenses or losses that may be incurred by the tenderer in the preparation of the tenders.
3. Quotation/ Tenders should be submitted on-line in e-tendering mode on the given website up to specified hours on the due date given in the tender notice and shall be opened immediately thereafter in the presence of tenderers or their agents who may like to be present. In case the due date of opening tenders happens to be a holiday, tenders shall be opened at the same time on the next working day.

GENERAL TERMS & CONDITIONS

SECTION I

TENDERING & CONTRACT AGREEMENT

1. SUBMISSION OF TENDERS:

Notwithstanding anything contained to the contrary in the specifications of tenders or in subsequent exchange of correspondence, these conditions of contract shall be binding on the contractor and any change or variation expressed or implied, however, made in the said conditions shall not be valid or operated unless expressly approved by the competent authority. The contractor shall be deemed to have fully informed himself and to have special knowledge of the provisions of the conditions of contract herein contained. The following instructions must be carefully observed by all tenderers. Quotations/tenders not strictly in accordance with these instructions will be liable to be rejected. Failure to comply with any of the instruction or to offer explanation for non-compliance is likely to render effective comparison of the tender as a whole impossible and may lead to rejection of an otherwise apparently lowest offer.

- I. The E-tender must be complete in all respects.
- II. Only e-Tendering mode will be acceptable.

2. TENDERS TO BE INVALIDATED:

The tenders must be complete in all respects. Conditional, incomplete tenders and tenders without earnest money/Bid document fee in required shape shall be rejected.

3. INSPECTION OF SITE BY TENDERERS:

Tenderer should inspect the site and examine and obtain all information required and satisfy himself regarding all matters /things before submission of his tender.

4. SIGNING OF THE TENDERS:

Hard copies of necessary documents shall be signed by the owner or person holding power of attorney by him to do so. These should be uploaded with the bid, failing which tenders may not be considered.

5. EARNEST MONEY:

(i) The tenderers shall be required to make payment through e-tendering portal Online (via e-payment gateway of GePNIC) at the following rate:

Tender of value upto Rs. 50,000	Nil
Tender of value above Rs. 50,000	2% of tender value provided minimum of Rs 5000 & Max Rs. 5,00,000

(ii) (a) Public Sector Undertakings fully owned by Punjab/Central Govt./Other State Governments shall be exempted from depositing earnest money, provided a certificate of Govt. ownership shall be uploaded.

(b) Contractors having permanent earnest money of deposit of Rs. Ten Lac with the PSPCL provided that a certificate to this effect issued by the concerned Accounts Officer of the PSPCL during three months immediately preceding the due date of tender opening and showing the Serial Number/Account Number allotted in the permanent earnest money deposit Register shall be uploaded.

(iii) 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.

(iv) In case of successful tenders, earnest money shall be converted as security deposit.

(v) In case of tenders not accepted, the Earnest Money shall be refunded within 30 days of the award of order/contract/LOI to the successful tenderer(s).

6. TENDER TO CONFORM TO SPECIFICATIONS:

Tender which proposes any alternation in the work, specified in the Tender specification or in time allowed for carrying out the work or which contains any other terms & conditions of any sort will be liable to rejection

7. RIGHT TO REJECT ALL OR ANY TENDER:

The officer inviting tender reserves the right to reject any or all tenders received without assigning reasons. He will not be responsible for and will not pay for expenses or losses that may be incurred by tenderer in preparation of the tender.

8. VALIDITY OF TENDERS:

The tenders as submitted should be valid for at least 120 days from the date of opening of price bid, unless specified otherwise.

9. SOLVENCY CERTIFICATE:

Every tenderer shall produce along with his tender a solvency certificate as mentioned in tender notice from a schedule Bank not more than 12 months old. If he fails to produce such a certificate, his tender may not be considered.

10. POST TENDER MODIFICATIONS:

No modification to the bid shall be made by the bidder after opening of the bid unless specifically requested by PSPCL. The Earnest Money of the bidder who modifies after opening without any specific reference from PSPCL shall be forfeited without any further reference to the bidder and he shall be liable to further action like suspension of business dealings/Blacklisting.

11. SPLITTING OF WORK:

(a) The Owner reserves the right to split up the work in the scope of this contract among more than one contractor at the stage of Initial Award of contract or during the progress of work due to unsatisfactory progress of work by the contractor. The Owner will not entertain any claim from any contractor as a result of such splitting up. The Owner also reserve the right to exclude/include any items of work from/into scope of the Contract during the progress of work due to any reason whatsoever.

(b) The Owner also reserves, the right to inject labor, T&P& materials at the contractor's cost at any stage of work and also to inject labor in case law and order situation deteriorates in the region due to which Contractor's labor leaves the site or the progress is not commensurate with the committed schedule fixed by the Engineer-In-Charge for achieving target for completion of any activity, or part thereof and recover cost, thereof from bills of the contractor and/or security deposit and the contractor will not have any right to object.

13. ASSIGNMENT OR TRANSFER OF CONTRACT:

The contractor shall not without the prior written approval of the Accepting Authority, assign or transfer the contract or any part thereof, or any share or interest therein to any other person.

14. SUB CONTRACT:

The contractor shall not sublet any portion of the contract without the prior written approval of the Engineer -in -Charge.

15. CHANGE OF CONSTITUTION OF FIRM AND ADDRESS:

In case of tender by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information. Any change in the address of the contractor shall also be intimated to the Engineer-in-charge forthwith.

16. SIGNING OF CONTRACT:

In the event of tender being accepted, an intimation shall be given to the contractor who shall thereupon attend the office of Accepting Officer to sign copies of the specifications and other documents and to execute the contract agreement within 30 days of the issue of such intimation, failing which acceptance of his tender may be cancelled and his earnest money will be forfeited.

For

-sd-
Sr Xen/O&M Division, Fazilka
SE/P&M Circle, Bathinda

OTHERS TERMS & CONDITIONS:-

1. ELIGIBILITY CRITERIA:

The bids of only those firms will be considered who fulfill below mentioned criteria:

- The firms shall have experience of re-filling/ repairing works of fire fighting equipments. The firm shall submit copies of atleast three number work orders of amounting minimum Rs 50000/- of re-filling of fire fighting equipments of Govt/semi-govt/PSUs or other reputed equivalent organizations.

- The firm shall submit copy of GST number.

- The firm shall submit copy of PAN.

- The average turnover over the last 3 financial years should be atleast 30% of the quoted tender value.

2. RATES:

The rates quoted should be firm and clearly defined as to what taxes/ duties/charges are included/ excluded from the quoted rates.

2. VALIDITY:

The offer shall be valid for at least 120 days from the date of receipt of tender.

3. PAYMENT:

100% payment will be released by the office of Addl. SE/O&M Division, Sri Muktsar Sahib after satisfactory completion of work and after receiving the bill duly verified and signed by concerned office.

4. COMPLETION TIME:

The firm shall complete the work within one month from the date of WO/PO.

5. FACILITIES TO BE PROVIDED BY PSPCL:

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

6. INCOME TAX:

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

7. GUARANTEE FOR PSPCL'S EQUIPMENT:

The firm shall be responsible for the loss/ destruction or deterioration of any material at works or in transportation even if such loss /destruction or deterioration has occurred under any circumstances whatsoever beyond their control.

8. LABOUR LAWS& REGULATIONS:

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

9. FORCE MAJEURE:

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

10. ARBITRATION CLAUSE:

a) If any question , difference or objection whatsoever shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof for the rights, duties or liabilities of either party then save in so far as the decision or any such matter is herein before provided and has been so decided every such matter including whether its decision has been otherwise provided for and/or whether it has been finally decided accordingly or whether the contract should be terminated or has been rightly terminated and as regard the rights and obligations of the parties as the results of such termination shall be referred , for sole arbitration of the nominee of the PSPCL, who in case of dispute involving an amount exceeding Rs 50,000/- shall give a reasoned award and his decision shall be final

and binding and where the matter involves a claim for the payment or recovery or deduction of money , only the amount if any, awarded in such arbitration shall be recoverable in respect of the matter so referred. If the matter is not referred to arbitration within 180 days of the date of completion of work or payment of the final bill whichever is later all the rights and claims under the contract shall be deemed to have been forfeited and absolutely barred.

- b) Upon every or any such reference, the cost of and incidental to the reference and award respectively shall be in the discretion of the Sole Arbitrator so appointed who may determine the amount thereof or direct the same to be taxed as between solicitor and client or as between party and party and shall direct by whom and to whom and in what manner the same is to be borne and paid.
- c) The work under the contract shall be continued during the arbitration proceedings and no payment due or payable by the purchaser /PSPCL shall be withheld on account of such proceedings.

11. DAMAGED WORKS:

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

12. JURISDICTION:

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

13. PENALTY CLAUSE

The work shall be completed in stipulated period otherwise a penalty of 1.5% per week subject to maximum 10% will be charged.

14. SECURITY DEPOSIT

- (i) The successful Tenderers shall be required to submit Security deposit for faithful execution of the purchase order/Contract at the rate of five percent (5%) of ordered value rounded off to a multiple of Rs. 10/- on the higher side.
- (ii) Ordinarily the Earnest Money received against Tenders shall be converted into Security Deposit. If the amount of earnest money received against Tenders is more than the amount of Security Deposit required against the 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) 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 concerned office. The refund shall be made within 30(thirty) days from the issue of security release order by the concerned office.
- (iv) In the event of default on the part of the Contractor/Supplier in the faithful execution of Purchase Order/Contract his Security deposit shall be forfeited by an order of the Contracting/Purchasing Agency .
The forfeiture of Security Deposit shall be without prejudice to any other rights arising or accruing to the Board under relevant provisions of the purchase Order/Contract like penalty etc. including suspension of business dealings with PSPCL for a specific period.

16. GOODS AND SERVICE TAX:-

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

- i) GST, as applicable, will be paid as per prevailing provisions of GST Act & Laws against submission of documentary proof at rate(s) prevailing during the contracted delivery period on the basis of actual. The following certificates shall have to be furnished along with invoice –cum-gate pass duly signed by the authorized agent /signatory. The first invoice should accompany the specimen signatures of the authorized signatory duly attested by the Managing Director of the factory with a copy of orders regarding his appointment as authorized signatory.
- Certified that the transaction on which the GST is claimed has been/shall be included in the

return submitted / to be submitted to the GST Authorities and the amount claimed from the Punjab State Power Corporation Ltd. has been / shall be paid to the GST Authorities.

- Certified that the goods on which GST has been charged have not been exempted under GST Act or rule made there under and that the GST charged on these goods is not more than what is payable under the provisions of relevant act.
 - Certified that we shall indemnify the Punjab State Power Corporation Ltd. in case, it is found, at a later stage that wrong or incorrect payment had been received on account of GST; the same will be refunded.
 - Certified that we are registered dealer under the GST Act and our Registration No. is
- ii) In case the GST is applicable and is required to be paid extra as referred to Para-(i) above, the tenderer should clearly indicate HSN code of item along with present rate (in percentage) applicable to their company.
- iii) The maximum rate (in percentage) up-to which the GST may become leviable/ payable under the prevailing Rules & Regulations applicable to their company, should also be clearly indicated in their tender.
- iv) In case the GST is applicable /payable, necessary certificate of GST claimed / GST Gate Pass duly authenticated by the authorized representative of GST Authorities, shall however, be furnished by the supplier along with each consignment. The supplier should, therefore, clearly indicate in their tender that whether such GST Gate Passes/Certificates shall be furnished by them or not.
- NOTE: The firms indicating nil or concessional rate of GST in their tenders (if any) will have to absorb GST up to the full rate applicable at the time of tendering.
- v) FURTHER any loss due to non-availability of ITC or levy of penalty/ interest payable by PSPCL on account of non-filing of return or non-compliance or any 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. GENERAL:

- a) The work shall be carried out as per scope of work.
- b) Materials, required to carry out the works, shall be prearranged by the firm.
- c) PSPCL reserves the right to amend the scope of work without assigning any reason whatsoever at the time of issuing of Work Order.

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Sr Xen/O&M Division, Fazilka
For SE/P&M Circle, Bathinda

ANNEXURE-A
SCHEDULE OF REQUIREMENT

S.No.	Description of cylinder	Quantity
CYLINDERS TO BE RE-FILLED		
1	DCP 3.2 kg	4
2	DCP 4 kg	16
3	DCP 5 kg	85
4	DCP 9 kg	15
5	DCP 10 kg	78
6	CO2 4.5 kg	3
7	CO2 9 kg	32
8	CO2 10 kg	2
9	CO2 22.5 kg	40
10	Foam 45 kg	33
11	Foam 50 kg	13
12	AFFF 50 kg	9
13	Soda acid 9 ltr	14
14	CO2 water 9 kg	14
	Total	358

S.No.	Description of cylinder	Quantity
CYLINDERS TO BE REPAIRED		
1	Pipe of Nozzle of Foam type container 45/50 ltr	8
2	Pipe of CO2 type container 09/10 kg	7
3	Pipe of CO2 type container 22.5 kg	8
5	Pipe of DCP type container 10 kg	7
	Total	30

Note :

1. Only CO2 & ABC type cylinders will be allowed to be picked from grids, if required and no extra charges will be paid for transportation of the material. All other cylinders to be filled at site.
2. L-1 will determined by overall rates of all items taken together.
3. Firm has to intimate respective SSE's in advance (minimum one day) for filling/pick up of cylinders from grids under his jurisdiction.
4. Payment will be made as per actual measurement after verification by respective SSE.
5. The validity & refilling schedule shall be as per IS 2190:2010 & firm has to specify the next date of refilling for each type of cylinder in its offer.

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Sr Xen/O&M Division, Fazilka
For SE/P&M Circle, Bathinda