

Punjab State Power Corporation Ltd

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

(Corporate Identity Number :U40109PB2010SGC33813) www.pspcl.in

Phone No. 96461-19091 , E-Mail: reubdc@yahoo.co.in Web site : www.pspcl.in

Tender Enquiry No. 15/RE/O&M/2022-23 Dated 19-12-2022

Resident Engineer/O&M, UBDC Project PSPCL Malikpur Pathankot invites open tender for **Renewal and Replacement of Hydrostatic Water Level sensors for Governor of stage-1 at Power House No. 1 and 3 , UBDC Malikpur.** For detailed NIT & tender Specification Please refer to www.pspcl.in in due course of time.

Note:- Corrigendum and amendment, if any will be published online at www.pspcl.in


Resident engineer/ O&M
UBDC PSPCL MALIKPUR

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ਬੋੜੇ ਸਮੇਂ ਦਾ ਟੈਂਡਰ ਇੰਨਕੁਆਰੀ 15/ਆਰ.ਈ./ਓ ਅਤੇ ਐਮ/2022-23 ਮਿਤੀ 19-12-2022

ਸਥਾਨਿਕ ਇੰਜੀਨੀਅਰ/ਓ ਅਤੇ ਐਮ ਯੂ.ਬੀ.ਡੀ.ਸੀ. ਮਲਿਕਪੁਰ ਵਲੋਂ ਯੂ.ਬੀ.ਡੀ.ਸੀ. ਪ੍ਰੋਜੈਕਟ, ਮਲਿਕਪੁਰ, ਵੱਲੋਂ ਰਿਨਿਊਲ ਐਂਡ ਰਿਪਲੇਸਮੈਂਟ ਆਫ ਹਾਈਡ੍ਰੋਸਟੈਟਿਕ ਵਾਟਰ ਲੈਵਲ ਸੈਂਸਰ ਫਾਰ ਗਵਰਨਰ ਆਫ ਸਟੇਜ-1 ਐਟ ਪਾਵਰ ਹਾਊਸ ਨੰਬਰ 1 ਐਂਡ 3 ਯੂ.ਬੀ.ਡੀ.ਸੀ. ਮਲਿਕਪੁਰ ਵਾਸਤੇ ਖੁੱਲੇ ਟੈਂਡਰ ਦੀ ਮੰਗ ਕੀਤੀ ਜਾਂਦੀ ਹੈ। ਵਿਸਤ੍ਰਿਤ ਟੈਂਡਰ ਮੰਗ ਨੋਟਿਸ ਅਤੇ ਟੈਂਡਰ ਸਪੈਸੀਫਿਕੇਸ਼ਨ ਸਬੰਧੀ ਜਾਣਕਾਰੀ ਪੀ.ਐਸ.ਪੀ.ਸੀ.ਐਲ. ਦੀ ਵੈਬ ਸਾਈਟ www.pspcl.in ਤੇ ਦੇਖੇ ਜਾ ਸਕਦੇ ਹਨ।

ਨੋਟ: ਸੋਧ ਸਬੰਧੀ ਵੇਰਵੇ ਪੀ.ਐਸ.ਪੀ.ਸੀ.ਐਲ ਦੀ ਵੈਬਸਾਈਟ www.pspcl.in ਤੇ ਵੇਖੇ ਜਾਣ ।


Resident engineer/ O&M
UBDC PSPCL MALIKPUR

PUNJAB STATE POWER CORPORATION LIMITED
(REGD. OFFICE: PSEB HEAD QUARTER THE MALL PATIALA 147001)

Department Name	Resident Engineer (OP), UBDC PSPCL Malikpur (Pathankot).
Tender Specification Enq No.	15/RE/O&M/2022-23 Dated 19-12-2022
Tender Issuing Authority	Resident Engineer (OP), UBDC PSPCL Malikpur (Pathankot).
Address Detail	-Do-
Short Description	Renewal and Replacement of Hydrostatic Water Level sensors for Governor of stage-1 at Power House No. 1 and 3 , UBDC Malikpur
Eligibility Criteria	As per tender Specifications and general terms and conditions
Start date and time of sale of tender documents	16-01-2023
Last Date and time for selling of tender	16-01-2023 upto 05:00 PM
Last Date and time for submission of tender	19-01-2023 upto 03:00 PM
Date and time of opening of tender	19-01-2023 upto 03:30 PM
Tender document cost	1000+18% GST
EMD	2 % of the Tender value
EMD payment in favour of	RE UBDC PSPCL Malikpur.
EMD Mode	BA-16 or Bank DD Payable at Pathankot
Contact person name	Er. Gur Gaurav Singh, AEE
Contact phone Number	96461-12380
Tender information in details/conditions	As per tender Specifications and general terms and conditions uploaded on PSPCL website.

NOTE: Tender Specification along with detailed terms and conditions can be downloaded from Web-site: <https://www.pspcl.in> or can be received from the office of **Resident Engineer (OP), UBDC PSPCL Malikpur (Pathankot)** on any working day up to the date prescribed above.

It is informed that in case the tender process is not completed due to any reason, no corrigendum will be published in newspapers. Details regarding corrigendum may be seen on official PSPCL's website www.pspcl.in

"SAVE ELECTRICITY SAVE MONEY"


Resident engineer/ O&M
UBDC PSPCL MALIKPUR

PUNJAB STATE POWER CORPORATION LIMITED
(REGD. OFFICE: PSEB HEAD QUARTER THE MALL PATIALA 147001)

ਮਹਿਕਮੇ ਦਾ ਨਾਮ	ਸਥਾਨਿਕ ਇੰਜੀਨੀਅਰ/ਓ ਅਤੇ ਐਮ, ਯੂ.ਬੀ.ਡੀ.ਸੀ. ਮਲਿਕਪੁਰ।
ਟੈਂਡਰ ਸਪੈਸੀਫਿਕੇਸ਼ਨ ਇੰਨਕੁਆਰੀ ਨੰ:	15/ਆਰ.ਈ./ਓ ਅਤੇ ਐਮ/2022-23 ਮਿਤੀ 19-12-2022
ਟੈਂਡਰ ਜਾਰੀ ਕਰਨ ਦੀ ਅਥਾਰਟੀ	ਸਥਾਨਿਕ ਇੰਜੀਨੀਅਰ/ਓ ਅਤੇ ਐਮ, ਯੂ.ਬੀ.ਡੀ.ਸੀ. ਮਲਿਕਪੁਰ।
ਅਡਰੈਸ ਡਿਟੇਲ	-Do-
ਵੇਰਵਾ	ਰਿਨਿਊਲ ਐਂਡ ਰਿਪਲੇਸਮੈਂਟ ਆਫ ਹਾਈਡ੍ਰੋਸਟੈਟਿਕ ਵਾਟਰ ਲੈਵਲ ਸੈਂਸਰ ਫਾਰ ਗਵਰਨਰ ਆਫ ਸਟੇਜ-1 ਐਟ ਪਾਵਰ ਹਾਊਸ ਨੰਬਰ-1 ਐਂਡ 3, ਯੂ.ਬੀ.ਡੀ.ਸੀ. ਮਲਿਕਪੁਰ
Eligibility Criteria	As per tender Specifications and general terms and conditions
ਟੈਂਡਰ ਡਾਕੂਮੈਂਟ ਵੇਚਣ ਦੀ ਮਿਤੀ ਅਤੇ ਸਮਾਂ	16-01-2023
ਟੈਂਡਰ ਡਾਕੂਮੈਂਟ ਵੇਚਣ ਦੀ ਆਖਰੀ ਮਿਤੀ ਅਤੇ ਸਮਾਂ	16-01-2023 upto 05:00 PM
ਟੈਂਡਰ ਡਾਕੂਮੈਂਟ ਸਬਮਿਟ ਕਰਨ ਦੀ ਆਖਰੀ ਮਿਤੀ ਅਤੇ ਸਮਾਂ	19-01-2023 upto 03:00 PM
ਟੈਂਡਰ ਖੋਲਣ ਦੀ ਮਿਤੀ	19-01-2023 upto 03:30 PM
ਟੈਂਡਰ ਡਾਕੂਮੈਂਟ ਦੀ ਕੀਮਤ	1000+18% GST
ਈ.ਐਮ.ਡੀ ਦੀ ਰਕਮ	2 % of the Tender value
ਈ.ਐਮ.ਡੀ ਪੇਮੈਂਟ ਇਨ ਫੇਵਰ ਆਫ	ਸਥਾਨਿਕ ਇੰਜੀਨੀਅਰ/ਓ ਅਤੇ ਐਮ, ਯੂ.ਬੀ.ਡੀ.ਸੀ. ਮਲਿਕਪੁਰ।
ਈ.ਐਮ.ਡੀ. ਮੋਡ	BA-16 or Bank DD Payable at Pathankot
ਕੰਟੈਕਟ ਪਰਸਨ ਨੇਮ	ਇੰਜੀ: ਗੁਰਗੋਰਵ ਸਿੰਘ ਏ.ਈ.ਈ.
ਕੰਟੈਕਟ ਫੋਨ ਨੰ:	96461-12380
ਟੈਂਡਰ ਇਨਫਰਮੇਸ਼ਨ ਇਨ ਡਿਟੇਲ/ਕੰਡੀਸ਼ਨਜ	As per tender Specifications and general terms and conditions uploaded on PSPCL website.

ਨੋਟ:- ਇਹ ਟੈਂਡਰ ਦਸਤਾਵੇਜ਼ ਈ-ਟੈਂਡਰਿੰਗ ਵੈਬਸਾਈਟ www.pspcl.in ਤੋਂ ਡਾਊਨ ਲੋਡ ਕੀਤਾ ਜਾਵੇ ਜਾਂ ਸਥਾਨਿਕ ਇੰਜੀਨੀਅਰ/ਓ ਅਤੇ ਐਮ, ਯੂ.ਬੀ.ਡੀ.ਸੀ. ਮਲਿਕਪੁਰ ਦੇ ਦਫਤਰ ਤੋਂ ਉਪਰੋਕਤ ਨਿਰਧਾਰਤ ਮਿਤੀ ਤੱਕ ਕਿਸੇ ਵੀ ਕੰਮਕਾਜ ਵਾਲੇ ਦਿਨ ਪ੍ਰਾਪਤ ਕੀਤਾ ਜਾ ਸਕਦਾ ਹੈ।

ਸੂਚਿਤ ਕੀਤਾ ਜਾਦਾ ਹੈ ਕਿ ਜੇਕਰ ਕਿਸੇ ਕਾਰਨ ਟੈਂਡਰ ਪ੍ਰਕ੍ਰਿਆ ਪੂਰੀ ਨਹੀਂ ਹੁੰਦੀ ਤਾਂ ਉਸ ਕੇਸ ਵਿੱਚ ਅਖਬਾਰਾਂ ਵਿੱਚ ਸੋਧ ਪ੍ਰਕਾਸ਼ਤ ਨਹੀਂ ਕਰਵਾਈ ਜਾਵੇਗੀ। ਸੋਧ ਸਬੰਧੀ ਵੇਰਵੇ ਪੀ.ਐਸ.ਪੀ.ਸੀ.ਐਲ. ਦੀ ਵੈਬਸਾਈਟ www.pspcl.in ਤੇ ਵੇਖੇ ਜਾਣ।

“ਵਧੀਆਂ ਕੰਪਨੀ ਦੇ ਯੰਤਰ, ਬਿਜਲੀ ਬੱਚਤ ਦਾ ਮੰਤਰ”


 Resident engineer/ O&M
 UBDC PSPCL MALIKPUR

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 2.01 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.

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 particular 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 favor 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.

1.06 QUALIFYING CRITERIA

- The firm/Contractors should be registered with EPF commissioner & possess independent EPF A/C Number .
- The Contractors/firm should have registered with any of Pb. Govt./State Govts/Central Govt. Deptt. such as PSPCL/PSTCL, PWD Pb., Pb. IB, MES,CPWD, Railway etc.
- Firm should have valid GST, PAN, EPF Numbers. **The copies to be supplied with quotation**

- The firm should have successfully carried out similar repair/fabrication at least once and proof of such works be provided with the tender. The performance reports furnished by the owners / users of such work shall be submitted along with the tender documents.
- The prospective bidder shall have a sound financial standings having average annual turnover of **5 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 Chartered 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 be later than 30 days from the date 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 10 days from the date of intimation to start the work.

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

2.00 **GENERAL TERMS & CONDITIONS**

2.01 **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.

2.0 **CONTRACT:**

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.

2.06 **SECURITY 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 10 days 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 1 and 3 Stg.-1 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 job will be 12 months.

2.13 CANCELLATION:-

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

2.14 RAW 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.

2.15 MATERIAL & 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.

2.16 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.

2.19 EXTENSION IN DELIVERY/COMPLETION PERIOD:

Any genuine delay in approval of technical details, drawings, issuance of amendment to Purchase/work order conducting inspection, approval of Inspection Test Reports/Test Certificates for allowing dispatches etc, will count toward extension of the delivery/completion 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/completion 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.

2.23 PLACE(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.

2.24 SPECIAL 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.
- 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 type of mechanical equipment/works :-

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 job is handed over 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 03AAF5120Q1ZC.

- i) GST, as applicable, will be paid as per prevailing provisions of GST Act & Laws against submission of documentary proof at rate(s) prevailing during the contracted delivery period on the basis of actual. The following certificates shall have to be furnished along with invoice –cum- gate pass duly signed by the authorized agent /signatory. The first invoice should accompany the specimen signatures of the authorized signatory duly attested by the Managing Director of the factory with a copy of orders regarding his appointment as authorized signatory.
 - Certified that the transaction on which the GST is claimed has been/shall be included in the return submitted / to be submitted to the GST Authorities and the amount claimed from the Punjab State Power Corporation Ltd. has been / shall be paid to the GST Authorities.
 - Certified that the goods on which GST has been charged have not been exempted under GST Act or rule made there under and that the GST charged on these goods is not more than what is payable under the provisions of relevant act.
 - Certified that we shall indemnify the Punjab State Power Corporation Ltd. in case, it is found, at a later stage that wrong or incorrect payment had been received on account of GST; the same will be refunded.
 - Certified that we are registered dealer under the GST Act and our Registration No. is _____
- ii) In case the GST is applicable and is required to be paid extra as referred to Para-(i) above, the tenderer should clearly indicate HSN code of item along with present rate (in percentage) applicable to their company.

- iii) The maximum rate (in percentage) up-to which the GST may become livable/ 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.

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/Resident 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: Renewal and Replacement of Hydrostatic Water Level sensor for Governor of stage-1 at UBDC Power House No. 1 & 3.

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 $3 \times 15 = 45$ MW & that in Stage-II is $3 \times 15.45 = 46.35$ 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. Existing Sensor Details

- Model :Hydrocont BWSA0C0P011A\30000 of ACS Control
- Input Voltage :- 11.5-45 V DC
- Range:- 0 to 4 mWs
- Output:- 4mA to 20mA

3. SCOPE OF WORK:-

Name of the work: Renewal and Replacement of Hydrostatic Water Level sensor for Governor of stage-1 at UBDC Power House No. 1 & 3.

Scope of Work

Supply and Commissioning of 3 No. Hydrostatic Water Level Sensor required at UBDC Power houses 1 & 3 as decribed below

1. One level sensor at Head race of Stage 1 Unit of UBDC Power House No. 1, Madhopur.

2. One level sensor at Head Race of Stage 1 Unit of UBDC Power House No. 3, Sarna.
3. One level sensor at Tail Race of Stage 1 Unit of UBDC Power House No. 3, Sarna.

This specification of existing Hydrostatic Water Level Sensors at UBDC Project as detailed below

- **Make** : ACS Control System / equivalent in Wika / Siemens
- **Input Voltage** :- 11.5-45 V DC
- **Range**:- 0 to 4 mWs
- **Output**:- 4mA to 20mA
- **Cable Length**:- 30 meter

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.


Resident engineer/ O&M
UBDC PSPCL MALIKPUR

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

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

details shall be exhaustive in all respects.

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 -A
SCHEDULE OF PRICES

Sr. No.	Description	QTY	Rate Per unit in Rs.	Total Rate of units in Rs (3x4)	Gst rate on service(%)	Total GST Amount on Service In Rs.	Grand Total In Rs. (5+7)
1	2	3	4	5	6	7	8
1.	Renewal and Replacement of Hydrostatic Water Level sensor for Governor of stage-1 at Power House No. 1 and 3 , UBDC Malikpur as per technical specifications & scope of work detailed in section II	3 No.					

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

2. HSN/SAC CODES AND GST RATES MUST ALSO BE INDICATED SEPARATELY.

Date:

For M/s