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|----|--|------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| 5. | Synthetic<br>Premium<br>Enamel paint<br>White 1st grade            | 13<br>Nos                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 6. | Synthetic<br>Premium<br>Enamel paint<br>Light Grey 1st<br>grade    | 25<br>Nos.                   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 7. | Synthetic<br>Premium<br>Enamel paint<br>Leaf Brown 1st<br>grade    | 3<br>Nos.                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 7  | Synthetic<br>Premium<br>Enamel paint<br>Phirozi Blue 1st<br>grade  | 4<br>Nos.                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 8  | Synthetic<br>Premium<br>Enamel paint<br>Golden yellow<br>1st grade | 12<br>Nos.                   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|    |  | Qty.<br>in 4<br>Ltr.<br>Pack |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 10 | Synthetic<br>Premium<br>Enamel paint<br>Phirozi Blue 1st<br>grade  | 2<br>Nos.                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 11 | Synthetic<br>Premium<br>Enamel paint<br>Golden yellow<br>1st grade | 2<br>Nos.                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|    |  | Qty<br>in 1<br>Ltr.<br>Pack  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 12 | Synthetic<br>Premium<br>Enamel paint<br>Phirozi Blue 1st<br>grade  | 2<br>Nos.                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 13 | Synthetic<br>Premium<br>Enamel paint<br>Golden yellow<br>1st grade | 2<br>Nos.                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 14 | Turpentine oil   | 150<br>Ltr.                  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

**Note:-**

1. The brand of paint (Imperial/Asian/Garware/Berger/Nerolac/Mumbai/Shalimar/Johnshon & Nicholson) shall be supplied by the firm .
2. The firm will submit additional information/undertaking relating to GST as per Annexure 'D' attached.
3. Rates to be quoted FOR Shahpurkandi.
4. All rates should be quoted for 1st Grade Paint only.
5. For the purpose of evaluation and award of purchase order; comparison of quotations shall be made item wise & package wise i.e 1 ltr. rates will be compared with 1 ltr. package rates, 4 ltr. rates will be compared with 4 ltr. package rates & 20 ltr. rates will be compared with 20 ltr. package rates.

DA: Terms & Conditions

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

Terms and Conditions for Enquiry No. 05/O&M/Open/2020-21 for the procurement of  
Paints for RSPS Shahpurkandi.

1. The prices for delivery at Shahpurkandi by road should be quoted and should be valid for 120 days from the date of opening of tender/quotation.
2. The prices should be showing complete split up of cost including Railway freight/Road Transport Charges transit risk insurance, packing, handling and forwarding charges etc. Prices should be firm and nothing will be paid extra.
3. In case the rates are quoted Ex-works/Ex-go down, the freight charges, transit risk insurance packing handling and forwarding charges should be shown separately and clearly.
4. Delivery of material is required to be made within 45 days from the date of receipt of purchase order at AEE/S&T Store, Shahpurkandi.
5. F.O.R.: - S&T Store, PSPCL, Shahpurkandi.
6. **Inspection:** The material will be inspected at firm's premises by representative of ASE/ MMC, RSD, PSPCL, Shahpurkandi.
7. **Payment:** (a) 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 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.
8. **SECURITY DEPOSIT:-** I) The successful Tenderers shall be required to submit Security deposit for faithful execution of the purchase order/Contract of value exceeding Rs. 1,00,000/- at the rate of three percent (3%) of ordered value rounded off to a multiple of Rs. 10/- on the higher side. Tenderers exempted from EMD upto Rs. 50 Lacs will have to submit security deposit for Purchase Orders valued above 1.0 Lacs.
9. **Penalty:-** If the supplier fails to deliver the material/equipment within the stipulated delivery period of purchase order/contract, the same is liable to be rejected and if accepted, the supplier shall be liable to pay penalty @ ½% (half of one percent) of the cost of undelivered supply/incomplete equipment per week of delay or part thereof not exceeding maximum limit of 10% of the cost of complete unit of undelivered equipment/material so delayed. There will be no slack period.
10. **Warranty:** The supplier/Contractor shall be responsible to replace free of cost with no transportation and insurance expenses to the purchaser upto the destination of material/equipment, the whole or any part of the material; which under normal and proper use and maintenance, proves defective in material or workmanship within 12 months from the date it is taken over by the purchaser or 18 months from the date of receipt of material in respect of indigenous equipment or 24 months from the date of shipment for

imported material, whichever expires earlier. Such replacement shall be affected by the Supplier/Contractor, within a reasonable time not exceeding 6 months of the intimation of defects. Suppliers/Contractor's responsibility arising out of supply of material or its use whether on warranties or otherwise shall not in any case exceed the cost of correcting the defects or replacing the defective part/material and upon the expiry of the warranty period stipulated above, all such liabilities shall terminate.

The above provision shall equally apply to the material so replaced/repared by the Supplier/Contractor under this clause in case the same is again found to be defective within 12 months of its replacement/repair.

"In case the replacement/repair of defective material is not carried out within six months of intimation of defects, the supplier/Contractor shall have to pay interest @ 12% per annum on the value of each complete operational unit of equipment beginning from the date its becoming defective upto date of its re-commissioning after the replacement/repair.

**11. FAKE INSPECTION CALLS:**

The purchasing authority will get the material inspected and issue dispatch instructions within 20 days of the date of receipt of call offering the material for inspection or date of readiness of material, whichever is later. In case date of readiness is not mentioned in the offer letter, then date of receipt of call shall be considered as date of readiness of material. In case the inspecting officer finds on arrival at the supplier's premises that the material less than 80% of the quantity offered in the inspection call is ready for inspection or material of the firm is rejected during testing/inspection, then the call shall be treated as fake call and the firm shall be responsible to pay fake call charges @ 10% of the value of the offered lot calculated as per P.O. rate subject to a maximum of Rs. 30,000/- per such occasion. Besides this, a letter of warning shall be issued and it shall be counted towards their performance for all intents and purposes. In case multiple sizes are to be inspected against a single inspection requisition, then the fake call charges shall be applicable on proportionate basis based on the PO value of items which were offered by the firm for inspection.

**12. CANCELLATION OF PURCHASE 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

**13. EXTENSION IN DELIVERY PERIOD:**

"Any genuine delay in the approval of technical details, drawings, samples, issuance of amendment to Purchase Order; carrying out inspection; approval of Test Reports/Test Certificates issuance of dispatch instructions/ stations etc. will count towards extension of the delivery 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.

**14. 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, epidemics 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 conditions, 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.

15. Tender must be submitted in duplicate and all copies shall be separately tagged and clearly marked as original, duplicate etc. The tender shall be sent in two separate envelopes, one envelope containing deposit of earnest money and other containing the main tender in duplicate/quadruplicate as the case may be. While opening the tenders, the envelope containing earnest money shall be opened first and in case of deposit of earnest money is in accordance with the terms of Notice Inviting Tender only then the second envelope containing the tender shall be opened.

16. If required the negotiation shall only be held with the lowest Tenderer.

17. The purchaser reserves the right to inspect the material before dispatch firm's premises. The supplier/ contractor shall provide all facilities free of cost for carrying out necessary tests/inspection.

18. The purchaser reserves the right to reject any or all the tenders without assigning any reason.

19. The purchaser reserves the right to increase/decrease the quantity of any item at the time of purchase order.

20. If the date of opening of Tender happens to be holiday, the tenders shall be received and opened on the next working day at the same time.

21. Any deviation from the specifications shall be rejected.

22. **EARNEST MONEY:** The tenders shall be required to submit Earnest Money (EMD) at the following rates in form of PSPCL Cash Receipt/ Bank Draft along with the tenders:

|   |  |
|---|--|
| Tender valuing less than Rs. 5,00,000/- | Nil  |
| Tender valuing Rs. 5,00,000/- and above | @2% of Tender value rounded off to a multiple of Rs. 10/- on the higher side, subject to a minimum Rs. 10,000/- and a maximum of Rs. 20 Lac. |

- (a) The following shall be exempted from depositing Earnest Money:-
- (i) Public Sector Undertakings owned by Pb. Govt./Central Govt./Other State Govts. supplying material directly through units owned by them subject to submission of documentary evidence of Government ownership. Exemption shall not be applicable if the Tender is submitted for supply of material through private unit/manufacturer.
  - (ii) Suppliers having Permanent Earnest Money Deposit of Rs.25 lac with the PSPCL provided that a certificate to this effect issued by the Nodal Authority i.e. AO/CPC(MM) of PSPCL, during six months immediately preceding the due date for Tender opening and showing the Serial. No./Account No. allotted in the Permanent Earnest Money Deposit Register shall be submitted by the Tenderers in the envelope for Earnest Money.
  - (iii) Standardized firms/Suppliers of Proprietary Items/ firms supplying items under DGS & D rate contract.
- (b) 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.
- (c) 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.
- (d) In case of tenders not accepted, the earnest money shall be refunded within 30 days of the award of order/contract to successful tenderers.

**23. NEGLIGENCE & 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.

**24. 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.

25. 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.
26. If any dispute arises between the contractor and the In-charge of the work, the decision of Dy. Chief Engineer/O&M Circle, RSD, PSPCL, Shahpurkandi will be final and binding on both the parties
27. All legal proceedings in connection with this case will be subject to the jurisdiction of the local courts at Pathankot.
28. The tenders must be complete in all respects. Conditional, incomplete or not properly sealed tenders and tenders received late due to any reason what so ever will be rejected, if it is not in line with PSPCL Purchase Regulation.
29. Tenders shall be signed by the owner or person holding power of attorney by him to do so. Necessary documents in support thereof should be enclosed with bid at the time submission, failing which tender may not be considered.
30. Tender which proposes any alternation in the supply of material specified in the Tender Specification, or in time allowed for supplying the material or which contains any, other terms & conditions of any sort will be liable to rejection.
31. **ALL CUTTINGS/CORRECTIONS TO BE INITIALED** : Each page of the tender document including the schedule of quantity and bid drawings be signed and dated by tenderer in ink as a token of his having 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 corrections and additions or pasted slips should be initialed by the contractor. Non-compliance with these conditions will make the tender liable to rejection.
32. **OCTROI AND OTHER DUTIES** : No octroi charges shall be paid extra.
33. **POST TENDER MODIFICATIONS** : No modification to the bid shall be made by the bidder after opening of the bids unless specifically requested by PSPCL. The earnest money of any 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 dealing/blacklisting.
34. Telegraphic quotations will not be accepted.
35. The quotation should be sent **on letter head of the firm duly typed.**
36. GST/TDS will be deducted as applicable.
37. GST number and PAN number should also be supplied with the quotation.
38. In case of more than one item, comparison will be made item-wise.
39. Insurance & transportation of material will be borne by the firm.
40. Any other conditions as per PSPCL Purchase Regulation will be applicable.

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