

A. Detailed Specification for 22" Petrol Powered Chainsaw for tree cutting

1	Engine & Performance		
	1	Displacement	58cc to 60cc
	2	Dimension (Without guide bar & Chain)	410*235*265mm
	3	Maximum Engine Speed	10000rpm
	4	Type of Engine	2 stroke Petrol Driven, Air cooled
	5	Engine Power	2 Kw
2	Bar & Chain		
	1	Bar Length	48 cm(22")
	2	Bar Type	sprocket nose
	3	Sprocket	7T*0.325
	4	Chain Pitch Type	0.325(in) with heavy duty tie straps and tempered rivets.
	5	Chain Saw Gauge	0.058(in)
	6	Fully automatic and adjustable chain lubrication system	
3	Safety Feature		
	1	Chain Break	Must includes an automatic chain break and overload protection to enhance safety during use.
	2	Ignition System should be electronic with preferably one button start up	
4	Ergonomics & Comfort		
	1	Weight	5Kg to 6Kg
	2	Handle Type	Rear handle
	3	Soft Grip Handle	Yes
5	Additional Feature		
	1	Fuel Tank Capacity	550 ml
	2	Chain Oil Tank Capacity	0.25L to 0.26 L
	3	Protective carry case for blade to be supplied with the machine	
	4	Warranty	1 Year

General Terms & Conditions

1. PRICES

- a) The prices quoted should be firm, FOR destination and inclusive of all taxes, duties, levies, insurance, packing, transportation, etc.
- b) GST wherever applicable shall be payable subject to undertaking by the supplier that he will deposit the same with the Government authorities as per provisions under the Act.
- c) The payment shall be made subject to deduction T.D.S. and other statutory deductions as per rules as may be applicable.

2. VALIDITY

The offer shall be valid for at least 30 days from the date of submission of quotation and any modification of the offer shall not be permitted.

3. INSPECTION

PSPCL shall inspect, examine and test the equipment/material through its official (s) and/or through an outside agency nominated by the PSPCL at the supplier's work after & prior to dispatch, on receipt of clear notice of minimum one week in advance, to be reckoned from the date of receipt by the purchaser.

- a) The supplier/Contractor shall provide all facilities as may be required to carry out the test in accordance with approved standards free of cost.
- b) On receipt of material in the stores, PSPCL shall inspect the material at random.
- c) No material will be allowed to be despatched without prior inspection and approval of competent authority. The Inspecting Officer of the PSPCL or the nominated Agency may also inspect the material. In case, inspection of any consignment is waived off by the PSPCL Agency, the supplier will be required to furnish routine & acceptance test certificates in triplicate, of the same for approval. It will be the responsibility of the supplier to make adequate arrangement for testing of material at their works. All testing instruments and appliances duly calibrated from Govt. Recognized test house will be made available and material consumed/destroyed during testing will be to the account of the supplier. The purchaser has the right to have the tests carried out by independent test house/laboratory/agency whenever there is a dispute regarding the quality of material, cost of which shall be borne by the supplier.

4. DELIVERY / DISPATCHES OF MATERIAL

The material shall be required to be delivered within 30 days after receipt of PO cum Contract Agreement by the supplier along with Invoice/ Performa invoice so that payment could be released. The delivery shall be required to be dispatched to Central Store, DMW road near Railway Station PSPCL, Patiala or as may be directed by him.

5. TERMS OF 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.

(b) For delay in payments made by PSPCL beyond the stipulated period i.e. 45 days then simple interest @ 10% P.A. shall be given to the suppliers for delayed period subject to the condition that the delay in payment is more than seven days after the stipulated period i.e. 45 days

6. INVOICING

The invoices should be sent/ hand delivered in **quadruplicate to ASE/DS Division , PSPCL, Sangrur.**

7. GOODS & SERVICE TAX (GST) CERTIFICATE:

PSPCL is registered centrally in the state under GSTIN 03AAFCP5120QIZC.

(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 of the Firm.

- a) 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.
- b) 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.
- c) 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.
- d) Certified that we are registered dealer under the GST Act and our Registration No. is
- ii) 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.
- iii) 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 mis-statement given under the provisions of GST ACT by the firms shall be recoverable from them.
- iv) Further GST at applicable rates on principal supply shall be payable on Freight and Insurance.
- v) GST, wherever applicable, such as on any kind of penalties, Fake Call charges etc. shall be recoverable from the firm.

8. INSURANCE

- a) The rates are required to be quoted on F.O.R. destination basis and it is the responsibility of the supplier to deliver the goods in sound condition F.O.R. destination and for that purpose the Supplier may at his option insure the material against all risks at his own cost during transit for full delivered value of the material upto destination. All works in connection with making and settling of claims, if any, with Railway Authorities and/or Insurance Company shall be carried out by the Supplier/ Contractor for which no extra payment shall be made by the PSPCL. However, necessary assistance required in connection with making and settling of such claims, if any, shall be provided by the consignees.
- b) All damages and/or shortages during transit as covered by the insurance shall be made good immediately on receipt of such information from the consignees without waiting of settlement of claim. However, in case of apparent damages and/or shortages, the consignees shall obtain the loss/damage certificate from the Railway authority and send the same to the Contractors within a period of thirty days from the date of receipt of material. A certificate shall be submitted by the Supplier/ Contractors with each bill to the effect that the material has been duly insured.
- c) The consignees shall report losses and damages to the firm within 30 days of arrival of the equipment at the site. It will, however, be supplier's responsibility to prefer timely claims on the insurance underwriters and to arrange replacement thereof to the consignees.
- d) The suppliers shall be wholly responsible for the loss, shortages, and damages etc. during transit. Such shortages and damages etc. will have to be replaced/ repaired by Supplier/ Contractor free of cost immediately without waiting for maturing of the Supplier's/ Contractor's claims with the Road Transport/ Railway Authorities.
- e) In case replacement/ repair of defective material is not carried out within six months of intimation of damages, supplier shall have to pay interest at the rate of 12% per annum on the advance payments made by the Punjab State Power Corporation Limited from the date of its payment upto the date of the re-commissioning of the equipment after replacement/ repair or to the date the default is made good.

9. WARRANTY

The supplier shall be responsible to replace free of cost with no transportation and insurance expenses to the Purchaser up to the destination of material, the whole or any part of the material, which under normal & proper use and maintenance, proves defective in material or workmanship within the specified warranty period in the PO-cum-Contract Agreement. The vendor is required to quote the warranty, as specified. However, either the above said warranty period or the OEM warranty period, whichever is more, shall be applicable.

In case replacement/repair of defective material is not carried within stipulated time period as mentioned above, supplier shall have to pay Interest rate of 12% per annum on the value of each complete delivery of unit of its becoming defective upto date of its-resupply of the material after replacement or to the date the default is made good.

Amount due in lieu of above interest shall be recoverable from pending amount of the concerned purchase order or any other Purchase order/Work Order/Contract of the firm with PSPCL. If no payment of the firm is pending with PSPCL against any other Purchase order/Work Order/Contract then the same shall be deducted from any Security/EMD or PEMD lying with PSPCL. In case, the total amount of EMD/PEMD, Security of all Purchase order/Work Order/Contract is less than the recoverable amount, action shall be taken by PSPCL as admissible under the law e.g. filing of recovery suit & lodging of FIR etc. Action as per Negligence Default Clause of the purchase order shall also be initiated. Moreover the performance of the firm within warranty shall be given due importance while placing future order on such firm

10. PENALTY/ DAMAGES FOR DELAY IN DELIVERY

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 @1/2%(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.**

11. NEGLIGENCE AND DEFAULT

- i) In case of negligence on the part of supplier/contractor to execute the Purchase order/contract with due diligence and expedition and to comply with any reasonable orders given in writing by PSPCL in connection with contract or any contravention in the provisions of the contract, PSPCL may give 21 day notice in writing to the supplier/contractor to make good the failure or neglect or contravention and if the supplier/contractor fails to comply with the notice within time considered to be reasonable by purchaser, he will suspend/terminate business dealings with the firm for specific period.
- ii) Further in case of such default by the supplier/contractor, the purchaser may suspend business dealings with the supplier/contractor apart from claiming reasonable compensation/damage & forfeiture of security, etc.
- iii) 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. Recoveries of any dues relating to Purchase Order under which supplier/contractor has defaulted shall be made from pending amount of any Purchase order/Work Order/Contract of the firm or any Security/EMD or PEMD lying with PSPCL.

12. EXTENSION IN DELIVERY PERIOD

Any genuine delay in approval of technical details, drawings, samples, issuance of amendment of Purchase Order, Conducting inspection & approval of Inspection, Test Reports/ Test Certificates for allowing dispatches etc. will count towards extension of delivery period by corresponding period other than admissible under force majeure conditions, if any, substantiated by the Supplier and duly accepted by the Purchaser. No. extension in delivery shall be granted in case of delay in payment.

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 war, hostility, civil commotion, act of Public enemy sabotage, fire, floods, explosions, epidemics or non-availability or non-availability of the Government controlled raw material under orders/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 reassumed under the contract as soon as practicable after the happening (event) ceases to exist.

13. ACCEPTANCE/REJECTION/CANCELATION OF THE QUOTATION/OFFER

Conditional quotations shall be out rightly rejected. Further the purchaser reserves the right to accept/reject/cancel the quotation in full or in parts without citing any reason. Also purchaser shall have the right to order item(s) from different vendors depending on their technical / financial suitability.

14. ARBITRATION:

- a) If, at any time, any question, dispute or difference, whatsoever, shall arise between the Purchaser/PSPCL and the 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 of a nominee of the Purchaser/PSPCL, who shall give a reasoned / speaking award. The award of the Sole Arbitrator shall be final and binding on the parties under the provisions of the Indian Arbitration Act, 1940 and of the Rules there under. Any statutory amendment, modification shall be deemed to apply to and be incorporated in the contract/purchase order. It will not be objectionable if the Sole Arbitrator is an officer of 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 and client or as between party and party and shall direct by whom and to whom and in what manner the same it to be borne and paid.
- c) The work under the Contract shall, if reasonably possible, continued during the Arbitration proceedings and no payment due or payable by the purchaser/ PSPCL shall be withheld on account of such proceedings.

15. MANUAL & ACCESSORIES

Necessary manuals, drivers (suitable for the Working Operating System) and standard accessories (i.e. blades/connecting cables/chains etc.) must be delivered along with the ordered items in the original sealed packing of the OEM (Original Equipment Manufacturer).

16. CHANGES

No variation or modification or waiver of any of the terms & provisions shall be deemed valid unless mutually agreed upon in writing by both the purchaser and the Supplier

17. CIVIL SUITS

All legal proceedings in connection with the purchase order-cum-contract shall be subject to the jurisdiction of local courts at Sangrur.

18. CANCELLATION OF CONTRACT

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 manufacturing of material. During the pendency of the Purchase order cum contract, if lower rates are received against the subsequent Tender Enquiry/inquiries, 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) of Purchase Regulation, then the cancellation of purchase order shall not have any effect on the debarred status of the supplier.

19. BLACKLISTING OF FIRMS

The authority next higher to the competent authority as per Clause 8 of Purchase Regulation, shall decide the question of blacklisting any firm or debarring any firm from business dealings.

20. SCOPE

This order covers the design, manufacture, testing at supplier's works, packing, supply and delivery of 24 no. 22" petrol powered chainsaws as per specifications mentioned in Annexure-A.

21. AWARD OF ORDERS/CONTRACTS

- a) At the same time as the Purchaser notifies the successful Contractor that its Offer has been accepted the Purchaser will send the Bidder the Contract Form as per **(Annexure-I)** incorporating all agreements between the parties.
- b) Within seven (7) days of the Notification of the Award the successful Bidder shall sign and date the Contract and return it to the Purchaser. In case the successful Bidder fails to submit the Contract Agreements duly signed within 7 days from the date of issue of L.O.I., no payment will not be released till the contractor submits the Contract Agreement.
- c) The final Contract Agreements shall be signed within 7 days from the date, firm submits the final Contract Agreements in all respects.

22. ORDER PREFERENCE

PSPCL shall allow an order preference as per the procedure laid down as under to such bidders whose works are situated within the State of Punjab:- 38

- a) The rate of Punjab based firms shall be de-escalated by 15% for all the units (i.e. 100* Quoted Rates/115). For these firms quantity upto 20% of the total ordered quantity may be reserved provided their de-escalated rates fall below the lowest rates considered for the placement of purchase orders/ contract. For the purpose of allocation of quantity against Order Preference, the merit position of the Punjab based eligible firms shall be prepared separately. However, where the Punjab based firms qualify amongst the lowest bidders on their own quoted rates, they shall also form part of the original merit list without order preference for the purpose of allocation of quantity.
- b) Purchase order on the Punjab firm claiming order preference & found eligible as per clause (a) above would be placed on the lowest rates (L-1) considered for the placement of purchase orders/ contract
- c) The Punjab based firms claiming order preference shall be required to furnish an undertaking in prescribed form **(Annexure-II)** on a non-judicial stamp papers of appropriate value duly notarized to the effect that they shall execute the order if placed on them under „Order Preference“ as per the Tender specification. Such undertaking shall be submitted by the Punjab based firms latest by 5:00 PM on the day of opening of price bid and duly acknowledged by the concerned office.
- d) In case no such undertaking is furnished by the Punjab based firms, who are otherwise eligible for claiming „Order Preference“ as per the Tender specification, their Tender shall not be considered for placement of any order under Order Preference. In the event of refusal by the Punjab based firms to execute the purchase order/contract at their quoted rates or offers made under Order Preference as per „a“ and „b“ above as the case may be after furnishing the above undertaking as per **Annexure II** their earnest money shall be forfeited apart from initiating further administrative action, such as suspending business dealings blacklisting etc.

Annexure-I

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., here-in-after called Purchaser and M/s. _____ have their Registered office/ works at _____ here-in-after called 'Contractor/Supplier' for the supply and delivery/construction of _____ in accordance with Tender Enquiry

No. _____ dated _____ and Contractor's/Supplier's proposal
No. _____ dated _____.

This is in confirmation of the advance acceptances notified in the Purchaser's letter No. _____ dated _____ wherein the Purchaser has accepted the proposal of the Contractor for the supply and delivery/Construction of _____ as per Purchase Order No. _____ dated _____

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 Contractors Proposal and related correspondence and the Purchase Order acknowledged/accepted by the contractor form part of this agreement.

This agreement containsPages.

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

Contractor

Purchaser

UNDERTAKING FORM

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

I/We _____ on behalf of M/s _____ state that our works are situated in the State of Punjab and we claim "order Preference" as stipulated in the PSPCL Tender Enquiry No. _____ opened on _____ against which we have submitted our offer dated _____. We undertake to execute the order/contract up to a maximum of _____ nos/quantity if placed/awarded on/to us even by counter offer at the rates worked out by Punjab State Power Corp. Ltd. in accordance with its Purchase Regulations. It is further understood that in the event of refusal by us or failure on our part to execute the order/contract (in full or in part) placed/awarded on/to us under 'Order Preference' on any account what-so-ever, the Punjab State Power Corp. Ltd. shall have the right to forfeit the Earnest Money/PEMD deposited by us and we shall have no claim for the refund thereof. The Punjab State Power Corp. Ltd. shall also have the right to suspend business dealings/blacklist with/my/our firm, without prejudice to other rights accruing to the Punjab State Power Corp. Ltd. under the Purchase Order/Contract if placed/awarded on/to us.

Signature of Constituted attorney

Name Of Division	
Sr No	Name of Division
1	ASE/DS Sub-urban Division Barnala
2	ASE/DS City Division Barnala
3	ASE /DS Division Malerkotla
	Total Barnala
1	ASE /DS Division Lehragaga
2	ASE /DS Division Patran
3	ASE /DS Division Sangrur
4	ASE /DS Division Dirba
5	ASE /DS Division Sunam
6	ASE /DS Division Dhuri
	Total Sangrur
1	ASE /DS Division Ropar
2	ASE /DS Division Kharar
3	ASE /DS Division Samrala
4	ASE /DS Division Anandpur Sahib
	Total Ropar
1	ASE /DS Division Lalru
2	ASE /DS Division Zirakpur
3	ASE /DS Division(Spl.)Mohali
4	ASE /DS Division Aero City Mohali
	Total Mohali
1	ASE /DS Sub-urban Division Patiala
2	ASE /DS Division East Patiala
3	ASE /DS Division West Patiala
4	ASE /DS Division Model Town Patiala
5	ASE /DS Division Samana
6	ASE /DS Division Nabha
7	ASE /DS Division Rajpura
	Total Patiala