

REGD. OFFICE: PSEB HEAD OFFICE, THE MALL PATIALA-147001 Corporate Identity No.U40109PB2010SGC033813, Website: www.pspcl.in

O/o Resident Engineer ,Shanan Power House, PSPCL, Joginder Nagar Distt.:- Mandi (H.P)-175015 Mob No.:-097360-37393, Tele-Fax:- 01908-222085. E-mail:- re.shananpowerhouse@gmail.com

Tender Enquiry No /RE/Shanan/2024-25 Dated

(Open Tender)

SUB:- Enquiry No:- (RE/Shanan/2024-25 for repair of 05 nos. Pressure Regulating Valves (PRV) of G-40 Governor for 4x15 MW and 1x50 MW all Units at Shanan Power House Joginder Nagar.

Memo No: 3375/76

Dated: 11-10-2024

Dear Sir,

S. No	Particular	Unit	Rate	Amount
1.	Repair & Testing of Pressure Regulating Valve for 4X15 MW and 50 MW machines. Blow off pressure:- 25 Kg/ cm2 Reset Pressure:- 22 Kg/ cm2	05		
	GST @ 18 %			
Grand total				

Other Terms & Conditions for Work:

- The firm Should have Registered for the Mechanical, Electrical Works With PSPCL or Govt. or semi Govt. or other reputed firms or should have experience in same nature of work With PSPCL or Govt. or semi Govt.or other reputed firm attach the proof with quotation else there tender will be rejected.
- The Contractor shall submit a statement of EPF to Shanan office that statement furnished true and correct.
- The Contractor shall submit the income tax clearance certificate / Financial Turnover.
- The firm should have submitted the certificate for firm has not Blacklisting from any Govt.
 or semi Govt.or other reputed firm.
- The packing, insurance, to & fro transportation shall be borne by the firm.
- 6. All the dismantled material should be returned to the O/o AEE/Mtc\$P.H. Shanan.
- 7. Any damage to men and material is to the risk of Contractor as per the prevailing Laws of

- 8. HP Govt. and PSPCL will not be responsible for the same.
- 9. Completion time of Job is **90** days from the date of issue of Work Order.
- All disputes regarding work will be as per satisfaction of officer in charge i.e AEE
 Maintenance Shanan Power House.
- 11. The Job can be seen at site on any working day with the permission of R.E. / Shanan & AEE/Mtc. P.H.
- 12. If the rate quoted by the firm is not reasonable then the rate will be negotiated by the Department.

General Terms & Conditions:

- 1. The quotation must accompany the cost of tender specification i.e. uptoRs. 50000/- Rs.12, above Rs. 50000/- to Rs. One lac is Rs.59/-, above Rs. One lac to Rs. Two lacs is Rs.590/-, Rs.2.00 lacs to Rs. One Crore is Rs.1180/-, Rs.One crore to Rs. Five Crore is Rs.2360/- and above Rs. Five Crore is Rs.2950/- in a separate sealed cover in the shape of PSPCL Cash receipt/Bank Draft only in favour of Resident Engineer, Shanan Power House, PSPCL, Joginder Nagar payable in PNB Joginder Nagar, failing which the quotation will not be entertained.
- 2. All tenders must be accompanied by Earnest Money at the rate 2% of the tendered value(inclusive of GST) subject to minimum of Rs.5000/- & max. of Rs. 10,00,000/- in a separate sealed cover in the shape of PSPCL Cash receipt/Bank Draft only in favour of Resident Engineer/Shanan Power House, PSPCL, Joginder Nagar in an envelope superscribed Earnest Money without which the tender will not be opened.
- 3. The tender shall be received and opened at the same time on the next working day in case the scheduled date happens to be a holiday.
- Conditional tenders telegraphic through telex, fax tenders, tenders not on prescribed forms or tenders without earnest money shall not be accepted.
- 5. The undersigned reserved the right to reject any or all tenders without assigning any reason.
- 6. The tender should be valid for at least 120 days.
- 7. The contractor will mention his PAN No. & GST No. while submitting their documents.
- 8. Any discount on the quoted price or discount offered after opening of the tender will lead to the rejection of tender.
- 9. Income Tax, and other taxes shall be deducted as per the rules of Govt.
- The rates of GST and amount should be written clearly in quotation. GST Regd. No. shall be mention in the quotation.

11. 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 10days 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.

The Firm should be solvent and proof of solvency or turnover must be attached . 12

TERMS OF PAYMENTS: 13

100% payment will be made after inspection and completion of job as per specification of work order by cheque /NEFT after 45 days. inspection carried out by the competent authority.

EXTENSION OF TIME: 14

If the contractor shall desire an extension of the time limit for completion of the work on ground of his having been unavoidably hindered in execution or of any other ground, He shall apply in writing to the Engineer-In-charge and the Engineer In-charge may if in his opinion there are reasonable ground for granting extension, allow such extension as he thinks necessary or proper. The decision of the Engineer In-charge shall be final and binding.

For any delay in work on account of act of omission or commission at the part: of Punjab State Power Corporation Limited viz. delay in issue of material, alteration, omission, additions, substitutions in original specifications, drawings, design etc. only extension of time will be agreed for the period so lost and no compensation would be given on this account.

FORCE MAJEURE: 15.

If at any time during the continuous 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 reasons, of any ware, hostility acts of public enemy, civil commotion, sabotage, floods, explosion, epidemics, fires other acts of God, strikes & lock-outs (thereinafter referred to as eventualities) then, provided notice of the happening any such eventuality is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reasons of such eventuality be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delayed performance and construction of work under this contract. Shall be resumed as soon as practicable after such eventuality ceased. Appropriate extension in time of completion shall be granted.

PENALTY FOR DELAY: 16.

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 the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded 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 1/2% 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 provisions of this clause shall not exceed 10 % of the estimated or actual cost of work whichever is higher.

JURISDICTION: 17.

Jurisdiction for filling any suit in case of any dispute shall be the court at the Headquarters of Punjab State Power Corporation Limited's contract signing authority (i.e. JoginderNagar).

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2. For any delay in work on account of act of omission or commission at the part: of Punjab State Power Corporation Limited viz. delay in issue of material, alteration, omission, additions, substitutions in original specifications, drawings, design etc. only extension of time will be agreed for the period so lost and no compensation would be given on this account.

15. FORCE MAJEURE:

If at any time during the continuous 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 reasons, of any ware, hostility ,acts of public enemy, civil commotion, sabotage, floods, explosion, epidemics, fires other acts of God, strikes & lock-outs (thereinafter referred to as eventualities) then, provided notice of the happening any such eventuality is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reasons of such eventuality be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delayed performance and construction of work under this contract. Shall be resumed as soon as practicable after such eventuality ceased. Appropriate extension in time of completion shall be granted.

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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 the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded 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 ½% 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 provisions of this clause shall not exceed 10 % of the estimated or actual cost of work whichever is higher.

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Jurisdiction for filling any suit in case of any dispute shall be the court at the Headquarters of Punjab State Power Corporation Limited's contract signing authority (i.e. JoginderNagar).

18 EMPLOYEES PROVIDENT FUND:- (If Applicable)

- 18.01 The contractor shall abide by all the statutory rules regarding provident fund as per EPF Act 1952 as amended to date. The contractor shall submit a statement of EPF deduction to Shanan with a certificate that statement furnished is true and correct and no eligible employee has been excluded from the list.
- 18.02 He shall be liable to discharge all other statutory obligations that may be applicable in his case including provident fund to his employees. The due EPF amount (both employee's to employer's share shall be deducted from contractor's bill and a cheque of this amount favoring EPF authorities shall be issued to the contractor by the RE/Shanan. The contractor shall remit these contributions to the concerned EPF account and submit the documentary proof of EPF with the submission of bill.
- 18.03 The contractor will prepare a challan each month and remittance in the bank. The name of the work shall be written on the body of the challan and put his initial in token thereof. This challan shall be countersigned by the JE/AEE before submission to RE/Office.
- 18.04 The contractor shall obtain the EPF account no.'s of the workmen engaged by him within a reasonable time. In case the contractor fails to comply with all the above points, the contract agreement-cum-work order shall be liable to be cancelled and the work shall be got executed from third party at the risks and costs of the contractor for the remaining period.

19. WARRANTY: -

The Supplier/Contractor shall be responsible to replace free of cost with no transportation and insurance expenses to the Purchaser up to 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 of commissioning or 18 months from the date of dispatch whichever expires earlier, provided the Purchaser gives prompt written notice of such defects to the Supplier/Contractor. Such replacement shall be affected by the Supplier/Contractor within a reasonable time not exceeding six months of the intimation of defects. Supplier's/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. However this clause shall not be applicable in case of metal halide lamp.

The above provision shall equally apply to the material so replaced/repaired by the Supplier/Contractor under this clause in case the same is again found to be defective within 24 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 of its becoming defective up to date of its re-commissioning after replacement/repair.

20. GOODS AND SERVICE TAX:

- i) GSTIN registration No. of consignee is 02AAFCP5120Q1ZE (Resident Engineer Shanan PH., PSPCL, JoginderNagar. Distt:- Mandi-175015 (H.P)
- ii) 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 sighed 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 PSPCL 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 thereunder 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 PSPCL in case, it is found, at a later stage that wrong or incorrect payment had been received on a/c of GST, the same will be refunded.
- Certified that we are registered dealer under the GST Act and our Registration No. is ------
- iv) 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.
- v) 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.
- vi) 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.
- vii) FURTHER any loss due to non-availability of ITC levy or penalty/interest payable by PSPCL on a/c of non-filling of return or non-compliance or any miss-statement given under the provisions of GST ACT by the firms shall be recoverable from them.
- viii) Further GST at applicable rates on principal supply shall be payable on Freight and Insurance.

21. INSPECTION AND TEST:

a) 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 manufacturer's/ supplier's work, during or after the manufacture of goods prior to dispatch, on receipt of clear notice of minimum two weeks in advance, to be reckoned from the date of receipt by the purchaser. 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) The concerned Head of Department shall get the stage inspection of

breaker carried out at supplier's works.

c) On receipt of material in the stores/workshops, PSPCL shall inspect the material at random as per provision of the Purchase order/contract irrespective of the fact whether or not, it has been inspected before dispatch. If the shortage/deviation from declared quantity /specification is noticed, the same shall be reported immediately by the consignee to the supplier, under intimation to all concerned. On receipt of such intimation from consignee(s), the CE in charge of the stores/workshops shall fix a date and time for joint verification under intimation to the supplier& all concerned giving minimum 10 days-time. The checking shall be carried out in the presence of firm's representative at Destination Station and in case the firm's representative does not happen to be present at destination on the specified date & time so fixed, then PSPCL shall be at liberty to do joint verification in his absence. The shortage/discrepancies so detected shall be applied on the full lot. In case shortage / discrepancies, in particular lot supplied to various consignees, are also noticed by different consignees, the above procedure shall be followed for joint verification by each and all such consignees. The maximum shortages/discrepancies detected by any of the consignees shall be applied to the entire lot of material supplied to various consignees. In case of any failure of material during random checking, PSPCL reserves the right to reject the entire lot at the risk and cost of the supplier.

In case of repeated shortages/discrepancies the firm shall be liable for suspension of business dealings/black listing. This is without prejudice to the other rights arising/ accruing to the purchaser under various clauses of

the Tender specification & Purchase Order-Cum-Contract.

22. FAKE INSPECTION:

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.

23 Completion certificate

Completion certificate must be attached with bill

23) All other terms & conditions of the Work Regulation -2017 will be applicable.

Resident Engineer, Shanan Power House, PSPCL, Joginder Nagar.

CC:- 1. S.E./Shanan PH, PSPCL, Joginder Nagar 2. A.O./P&A, UBDC, Malikpur (PTK)