## ANNEXURE – 'B'

## GENERAL INSTRUCTIONS & TERMS AND CONDITIONS TO BE OBSERVED BY TENDERS

All tenders must carefully observe the following instructions. Quotations/tenders not strictly in accordance with these instructions are liable to be rejected: -

1. **Submission of tenders:**

i) The tenders will be submitted as per NIT/ Tender Specifications complete in all respects and deviation from NIT/ Tender specifications shall be clearly brought out by the Tenderers. No post tender development shall be allowed regarding any change in terms of prices or technical specifications.

The following points should carefully be studied in order to ensure submission of a complete & comprehensive tender. Failure to comply with any of these instructions or to offer brief explanation for non-compliance is likely to render effective comparison of the tender as a whole impossible and may lead to rejection of an otherwise competitively lowest offer.

ii) **TWO part BID**: Tenders shall be submitted in two Parts,

Part-I: Earnest Money

Part-II: Commercial, Technical Conditions & price bid.

The tenders shall seal original or each part of the tender separately in double envelopes duly marked as Part-1, or Part-II. The inner envelope of each part of the tender shall indicate the name and address of the tenderer to enable the tender to be returned unopened , if it does not meet the NIT requirements. Tenders shall be submitted in duplicate, triplicate or quadruplicate as desired. Other copies of the tender shall be similarly sealed and marked.

iii) **THREE part BID**: Tenders shall be submitted in three Parts in duplicate or as specifically desired.

Part-I: Earnest Money

Part-II: Commercial & Technical Conditions (Qualifying financial effects).

Part-III: Price Bid.

Each part shall be sealed in separate envelope duly subscribed on the envelope as Part-I, Part-II & Part-III, envelope marked 'Part- I' Earnest Money' shall be opened and if the earnest money is found in order then the envelope marked - Part-II Commercial & Technical conditions (Qualifying financial effects) shall be opened. In case financial effects are unambiguous and without any reservations specified and offer is technically acceptable, only then Part-III Price Bid's shall be opened.

iv) Quotations received by email/ fax will not be accepted except for proprietary items.

v) Tenders with hand written prices shall not be accepted.

vi) In case of e-Tendering, Part-I shall be submitted manually till e-payment gateway is made operational. When e-payment gateway is made operational, then the EMD/PEMD shall be submitted online only. Part-II and Part-III shall be submitted online through e-Tendering portal only. While opening the Tenders, Earnest Money deposit shall be evaluated first and in case the deposit of Earnest Money is in accordance with the terms of Notice Inviting Tender only then Part II of the Tender shall be opened.

2. The officer inviting Tenders Contracting/Purchasing Agency/PSPCL (Here in after referred to as purchaser) reserve 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 tender received without assigning reasons. He will not be responsible for and will not pay for expenses or losses that may be incurred by tenderer in the preparation of the tenders.

3. Quotations/tenders should be enclosed in double covers both addressed to Purchaser, i.e. to Chief Engineer ( Procurement Cell ), O&M, GHTP, Lehra Mohabat, Distt. Bathinda (PB) – 151 111. Both (inner & outer) covers shall be sealed and superscribed with Tender No. as given at the right hand top corner of the tender enquiry or in the tender notice together with the date on which the tender is due and the items of material covered.

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4. Quotations/Tenders shall be received in the office as mentioned at Sr. No.3, above upto 11:30 hours on the due date given in the tender notice and shall be opened at 12:00 noon on the same day in the presence of tenders or their authorized representative who may like to be present. In the case the due date of opening tender happens to be a holiday, the due date for receiving and opening of tenders will be the next working day.

5. **PRICES:**

i) The unit rates should be quoted F.O.R. destination at GHTP stores (For road transportation) OR at nearest railway station, in case of rail transportation (The nearest Railway Station in Rampura Phul). The break up of the F.O.R. Destination prices should be given as under: -

a) The prices of material inclusive of packing & forwarding cost, which is a part of production cost.

b) Other charges covered in F.O.R. destination cost which are not part of production cost, such as packing and forwarding, handling, cartage freight, transit risk insurance etc., should be shown separately.

ii) All taxes and duties leviable on the price of finished goods as per sub-clause (i) (a) shall be paid extra and the same should be shown separately as prevalent on the date of opening of tenders to be paid at the rate as may be actually prevalent at the time of supply otherwise these elements shall be deemed to be included in the quoted prices and will not be paid extra. No taxes and duties will be payable on the element of cost quoted under sub-clause (i)(b)except freight & insurance.

In addition to the break up of total price i.e. Ex-works cost, Goods and Services Tax, Freight, Insurance and Packing the bidder should also split up of ex-works price. The break up of price shall be indicated in the respective proforma attached with specification. The filling up of the proforma shall be mandatory for the tenderers. The split up of ex-works prices shall indicate the cost of raw material, labour component and over head expenses. Raw material can further be divided into 3-4 parts depending upon type of material. This break-up of prices will not be considered for the purposes of comparative statement. The Proforma for price schedule should be duly typed and hand written prices shall not be accepted.

iii) In case or rates Ex-Works/ Ex-Godown and for imported material, freight charges, transit risk insurance, handing and clearing charges, F.O.B. & C.I.F., Commission of clearing agents at Ports, should also be indicated in part –III of the tender.

iv) "Firm Prices" are preferable. However, where variable prices are quoted prescribed formula for plus variation on the basic price of component elements as prevailing on the first working day of the calendar month, three months prior to the date of opening, should form the basis for quoting variable rates, However price adjustment shall be made on corresponding rates of variable elements prevailing on the first working day of one month before dispatch or date of contractual delivery whichever is earlier. Wherever the prices of raw material are controlled by the Government, the basis shall be government Notifications from time to time and in the remaining case the certificate given by Chartered Accountant. Where tenderer does not specify whether the prices are firm or variable then their prices would be treated as firm.

iv) The rates quoted FOR destination or Ex-works should be given in both figures and words and any writing, erasing, cutting etc. should be avoided or if made should be signed legibly.

6. **VALIDITY:**

The offer should be kept valid for atleast 120 days from the date of opening and any with drawl or modification of the offer shall not be permitted after opening of the tenders.

7. **TERMS OF PAYAMENT: -**

(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 (circular 15/2011) 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

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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) Payment against supplied material through proprietary/ standardized firms shall be as per purchase regulations of PSPCL issued from time to time.

c) 100% advance payment shall be permissible in respect of purchase of vehicles/contingent and other essentially required items including purchases at DGS & D rates.

8. **DELIVERY SCHEDULE:** The offer should clearly indicate monthly/bimonthly/quarterly schedule of deliveries, date of commencement and completion of supplies against items indicated in the Notice Inviting Tender/Specification which shall normally cover period for entire job of manufacture, testing, inspection and supply after acceptance of material after inspection and shall be reckoned from the date of dispatch in case of rail transport and Receipted Challan/Goods Receipt Note in case of road transportation by Goods Carriers. Purchase Orders shall be strictly placed on the above understanding. Ex-stock and earlier deliveries may be preferred, if required. However, The Purchaser reserves the right to defer the supplies of material, whenever deemed necessary. The necessary extension of
Contractual Delivery Period for this period of deferment shall be granted to the firm on the same terms and conditions as contained in the Purchase Order-cum-contract agreement.

9. **PENALTY/DAMAGES FOR DELAY IN DELIVERY:** If the supplier fails to deliver the material/equipment with in the stipulated delivery period of the Purchase order/contract the same is liable to be rejected and if accepted, the supplier shall be liable to pay as 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. **EXTENSION IN THE DELIVERY PERIOD:** Any genuine delay in approval of technical details, drawings, samples issuance of amendment of Purchase order, conducting inspection and approval of Inspection Test Report/Test Certificates for allowing dispatches etc. will count towards extension of the 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 payments. However for delayed payments beyond stipulated period as per terms of payment clause compensation shall be credited @ 0.5% of the payment so delayed per month or part of thereof to be adjusted against penalties levied or to be levied subject to maximum of penalty leviable due to delay in deliveries under the contract.

11. **NEGLIGENCE & DEFAULT:**
    i) 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/Contractor given in writing by; the purchaser in connection with the purchaser order/contract of any contravention in the provisions of the purchase order/contractor, the purchaser may given 21 days 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 the purchaser, he will suspended/terminate the business dealing with the firm for a specific period.
    ii) Further in case, of such default by the supplier/contractor, the purchaser may also suspend business dealings with supplier/contract apart from claiming reasonable compensation/damages, forfeiture of security etc.

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12. **FORCE MAJEURE:** During the pendency of the contract/purchase order, if the performance in whole/part by either party on any obligation there under, is prevented/delayed by the causes arising out of any war, hostilities, Civil Commotion, Acts of the Public enemy, Sabotage, Fire, Floods, Explosions, epidemics or non-availability of Government controlled raw material under orders/instructions of Central/State Govt. regulations, strikes, lockouts, 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.

13. **EARNEST MONEY:**

i) In case of open and Limited Tenders, the Tenderer shall be required to submit Earnest Money at the following rates in the form of Punjab State Power Corporation Ltd. cash receipt/Demand Draft/E-payment along with the Tenders:-

| | |
|---|---|
| a) Tender valuing less than Rs. 5,00,000 and Spot Tender | Nil |
| b) Tenders valuing Rs. 5,00,000 & above (Other than Spot Tender) | @ 2% of Tender value rounded off to a multiple of Rs 10/- on the higher side subject to a minimum of Rs 10,000/- and maximum of Rs 20 lac. |

(ii) The following shall be exempted from depositing the Earnest Money:-

(a) 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.

(b) 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.

c) Suppliers of Proprietary items/ firms supplying items under DGS & D rate contract.

(iii) (a) In case of Tenders not accompanied by full amount of Earnest Money for the items Tendered but not less than 25% of the amount due, the order/contract shall be awarded only for part of material/equipment/service limited to a value corresponding to the actual amount of Earnest Moneysubmitted with the Tender provided the placing of such part order is otherwise feasible and is in the interest of the PSPCL, otherwise such Tenders shall be ignored.

(iii) (b)The amount due, as referred to in clause 13(iii) (a) shall be calculated @ 2% of the Tender value and shall not be taken as 20,00,000/-i.e. the maximum amount payable as Earnest Money. Therefore 25% of earnest money shall thus be worked out on the basis of the entire amount so calculated, which shall, of course, be subject to maximum of Rs. 20,00,000/- and minimum of Rs. 10000/-.

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In order to dispel any doubt, the correct amount payable of earnest money, in cases covered in clause 13(iii)(a) shall be worked out as per illustration given here under :-

| Sr. No | Tender Value (say) | EMD @ 2% of Tender value (Rs) | EMD @ 25% of Col.(3) | Correct Amt.of 25% EMD to be deposited for qualifying to get 25% | Correct Amount full EMD to be deposited | Remarks |
|---|---|---|---|---|---|---|
| 1 | upto Rs. 5 Lacs | Nil | Nil | Nil | Nil | EMD exempted below 5 Lacs |
| 2 | 5 lac | 10,000 | 2500 | 10,000 | 10,000 | Min EMD as per clause 13(i)(b) |
| 3 | 10 lac | 20,000 | 5,000 | 10,000 | 20,000 | |
| 4 | 25 lac | 50,000 | 12,500 | 12,500 | 50,000 | |
| 5 | 50 lac | 1,00,000 | 25,000 | 25,000 | 1,00,000 | |
| 6 | 1 crore | 2,00,000 | 50,000 | 50,000 | 2,00,000 | |
| 7 | 5 crore | 10,00,000 | 2,50,000 | 2,50,000 | 10,00,000 | |
| 8 | 6 crore | 12,00,000 | 3,00,000 | 3,00,000 | 12,00,000 | |
| 9 | 10 crore | 20,00,000 | 5,00,000 | 5,00,000 | 20,00,000 | |
| 10 | 25 crore | 50,00,000 | 12,50,000 | 12,50,000 | 20,00,000 | Max. EMDas per clause13(i) (b) |

(iv)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 Tender.

(v)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.

(vi)In case of Tenders not accepted, the Earnest Money shall be refunded within 30 days of the award of order/contract of the successful Tenders.

In case of firms not falling within the zone of consideration earnest money may be refunded immediately wherever possible.

14. **INTIMATION TO CHIEF ACCOUNTS OFFICER & CONSIGNEE:** The supplier will have to intimate the probable date of dispatch followed by **e-mail** advance intimation regarding the actual date of RR to DEPUTY CHIEF ACCOUNTS OFFICER (O&M), GHTP , LEHRA MOHABAT, DISTT. BATHINDA (PB) –151 111 to enable him to arrange payment, failing which demurrage wharfage etc. will be to suppliers account. A copy of such intimation should be sent to the Consignee and Chief Engineer (Procurement Cell) GHTP , LEHRA MOHABAT also for reference immediately.

15. **GOODS AND SERVICES TAX:**

**PSPCL is registered centrally in the state under GSTN 03AAFCP5120Q1ZC**

i) GST, as applicable, will be paid as per prevailing provisions of GST Act & Laws against submission of documentary proof at rate(s) prevailing during the contracted delivery period on the basis of actual. The following certificates shall have to be furnished along with invoice – cum-gate pass duly signed by the authorized agent /signatory. The first invoice should

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accompany the specimen signatures of the authorized signatory duly attested by the Managing Director of the factory with a copy of orders regarding his appointment as authorized signatory:-

- Certified that the transaction on which the GST is claimed has been/shall be included in the return submitted / to be submitted to the GST Authorities and the amount claimed from the Punjab State Power Corporation Ltd. has been / shall be paid to the GST Authorities.
- Certified that the goods on which GST has been charged have not been exempted under GST Act or rule made there under and that the GST charged on these goods is not more than what is payable under the provisions of relevant act.
- Certified that we shall indemnify the Punjab State Power Corporation Ltd. in case, it is found, at a later stage that wrong or incorrect payment had been received on account of GST; the same will be refunded.
- Certified that we are registered dealer under the GST Act and our Registration No. is_____

ii) In case the GST is applicable and is required to be paid extra as referred to Para-(i) above, the tenderer should clearly indicate HSN code of item along with present rate (in percentage) applicable to their company.

iii) The maximum rate (in percentage) up-to which the GST may become leviable/ payable under the prevailing Rules & Regulations applicable to their company, should also be clearly indicated in their tender.

iv) In case the GST is applicable /payable, necessary certificate of GST claimed / GST Gate Pass duly authenticated by the authorized representative of GST Authorities, shall however, be furnished by the supplier along with each consignment. The supplier should, therefore, clearly indicate in their tender that whether such GST Gate Passes/Certificates shall be furnished by them or not.

NOTE: The firms indicating nil or concessional rate of GST in their tenders (if any) will have to absorb GST up to the full rate applicable at the time of tendering.

v) FURTHER any loss due to non-availability of ITC or levy of penalty/ interest payable by PSPCL on account of non-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.

vi) Further GST at applicable rates on principal supply shall be payable on Freight and Insurance

**16. INSURANCE**

i) The rates are required to be quoted on F.O.R. Destination basis and it is responsibility of the supplier to deliver the goods in sound condition on 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 the Destination. All works in connection with making and setting of claims, if any with railway authorities and for insurance company shall be carried out by the contractor for which the Board shall make no extra payment. However necessary assistance required in connection with making and setting of such claims, if any, shall be provided by the consignee.

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ii) All damages and /or shortages during transit as covered by; the insurance shall be made goods, immediately on receipt of such information from the consignee, without waiting for settlement of claims, However, in case of apparent damages and or shortages, the consignee shall obtain the loss/damage certificate from the Railway Authorities and send the same to the contractor wit in a period of 30 days from the date of receipt of material. A certificate shall be submitted by the supplier / contractor with each bill to the effect that the material has been duly insured.

iii) The consignee shall report losses and damages to the firm, within 30 days of the arrival of the equipment/spares at the site, it will, however, be supplier, responsibility to prefer timely claims on the insurance underwriter and to arrange replacement there of to the consignee.

iv) The suppliers shall be wholly responsible for the loss, shortage, and damage etc. during transit, such shortages and damages etc. will have to replaced/repaired by the supplier's free of cost immediately without waiting for maturing of the supplier claims with the road transport/railway authorities.

v) In case replacement /repair of defective materials is not carried out with six months of intimation of damages suppliers shall have to pay interest at the rate of 12% per Annum on the advance payment made by the PSPCL from the date of its payment up to the date of recommissioning of the equipment after replacement/repair or to the date the default is made good.

17. **WARRANTY**: The Supplier /Contractor shall be responsible to replace free of cost with no transportation and insurance expense to the purchaser up to the destination of material/equipment the whole of 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 dispatch in respect of indigenous equipment, 24 months from the date of shipment for imported material, which ever expires earliest, provided the purchaser gives prompt written notice of such defects to the supplier, such replacement shall be effected by the supplier within a reasonable time not exceeding 6 months of the intimation of defects. Suppliers responsibility arising of supply of material or its use whether on warranties or otherwise shall not in any case exceed the cost of correction 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, repaired by the supplier 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 to the defective material is not carried out within six months of intimation of defects, the supplier shall have to pay interest @ 12% per annum on the value of each complete operational units of equipment beginning from the date of its becoming defective up to date of its recommissioning after replacement /repair

18. **CHANGES:** No variation or modification or waiver off any of the terms & provisions shall be deemed valid unless mutually agreed upon in writing by both the Purchaser and Supplier.
19. **DESPATCH INSTRUCTIONS:** The material will be required to be dispatched as per the dispatch instructions issued by the PSPCL. However, efforts shall be made to rationally consign the material on truck load basis to as minimum number of stores as possible.
20. **RAW MATERIAL:** The raw material to be used in the manufacture of the goods/equipment to be supplied against Purchase Order/Contract shall be new and of the best quality of its kind available in the market. The Supplier/Contractor shall be solely responsible for the procurement of raw material required for the purpose.
21. **SAMPLES:** whenever asked for the suppliers free of cost at the purchaser's office must supply samples. Ordinarily sample will not be returned to the Contractor/Supplier, However, expensive samples, the return of which is desired by the Supplier/Contractor will be returned to him at risk and cost.

22. **INSPECTION AND TESTS:**
    1. The purchaser shall inspect, examine and test the equipment/material through its official(s) and/or through an outside agency nominated by the purchaser at the manufacture's works, during or after the manufacture of goods prior to dispatch, on receipt of clear notice of minimum two week in advance to be reckoned from the date of receipt by the purchaser. The supplier/contractor shall

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provide, all facilities as may be required to carry out the test in accordance with approved standards, free of cost.

2. 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.

**23. TEST CERTIFICTE AND INSTRUCTION BOOK:**

The Supplier/Contractor shall be required to furnish to the Purchaser/consignees, wherever necessary, the following documents along with consignment :-

| | | |
|---|---|---|
| (i) | Printing Pamphlets/ Catalogues | Copies |
| (ii) | Instruction Book | Copies |
| (iii) | Drawings | Copies |
| (iv) | Any other relevant information (to be incorporated at the time of placing the purchase Order) | |

In case, the goods have not been inspected/tested at the manufacturer's works by a representative of PSPCL, the Supplier/Contractor shall furnish the following certificates to purchaser/ consignee along with consignment.

a) Type test certificate/ Acceptance Test Certificates

b) Routine test certificate.

**24. 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

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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.

**25. CANCELLATION:**

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 withany 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 37 , then the cancellation of purchase order shall not have any effect on the debarred status of the supplier.

**26. JURISDICTION:** All legal proceedings in connection with this Purchase Order/Contract shall be subject to the territorial Jurisdiction of local Civil Court at Bathinda, only.

**27. 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 there-under. Any statutory amendment, modification or re-enactment thereof for the time being inforce, 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.

**28. 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:-

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 50% 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.

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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 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.

29. **CONSTITUTION, EXPERIENCE AND FINANCIAL STANDING:** The Tenderers shall invariably supply the following information with the Tenders :

**(a) Constitution and Composition of the firms**

(i) If a Joint Stock Company, copy of its Memorandum and articles of Association and other particulars.

(ii) If a partnership firm, a copy of the partnership deed and particulars of its partners.

(iii) If a proprietary concern, the standing of the proprietor and if registered with the Registrar of Companies/Firms, their registration No etc.

(iv) Documentary evidence (Latest copy of memorandum of Micro Small & Medium Enterprises filed under section-8 of MSMED Act, 2006 duly acknowledged by competent authority.) of being a Micro, Small & Medium Enterprise. If the bidder does not submit the proof at the time of submission of its bid, it shall be considered as a Large Enterprise.

(v) A certificate for the last financial year, duly signed by any Director/Partner/Proprietor and Chartered Accountant that investment in Plant & Machinery of the enterprise does not exceed Rs. 25 Lac in case of micro and Rs. 5.00 Cr in case of small enterprise as prescribed in section 7 (1) a (i) & (ii) of the MSMED Act, 2006.

**(b) In case of authorized representative.**

(i) Name and particulars of manufacturers

(ii) Certified copy of the instrument of authorization of the Supplier/Manufacturers.

(iii) Experience and standing in the market.

(c) Particulars of the Purchase order/ Contracts executed with PSPCL and/or performance certificates of having executed Purchase Order/Contract of other State/ Central utilities.

(d) **Financial Position**

(i) Balance sheets etc. for the last three years, including Trading, manufacturing, Profit and Loss Account should be duly certified by the Charted Accountant.

(ii) Copy of PAN Card of the firm and director(s) and IT returns of last 3 years

(iii) Bank references

(iv) Solvency certificate not more than 12 months old.

**30. INFORMATION REGARDING LIST OF BANKERS THE PURCHASER DEALS WITH:**

1. The Railway receipt/goods receipt and invoices etc. should be sent to the authorities to be specified in the Purchase Order.

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2. Any demurrage occurring as result of sending Railway Receipt/goods receipt through a Bank other than the one with which the accounts of the Purchaser are operated will be to the account of supplier/contractor.
3. No goods will be accepted by the consignee unless accompanied by price challans or invoices.
31. The firm should give the following undertaking with their offer otherwise their tender is liable to the rejected.

"We shall not pay commission etc. or engage any Commission Agent or liason Agent for dealing with the PSPCL in any matter including purchase of equipment/Spares etc."

32. **REJECTION OF TENDERS:**

The following types of tender shall be rejected:

a. Tender from firms/Contractors who are blacklisted or with whom business dealings are suspended.
b. Tenders submitted by firms who did not purchase a set of tender documents / specifications as required.
c. Tenders submitted by a person directly or indirectly connected with service, under the government, Corporation/Board or local authority.
d. Tenders not accompanied by the required amount of earnest money as per Clause-13.
e. Tenders received late.

33. **SUPPLY TO THERMAL PLANTS:**

Tenderers should enclose copies of Orders / Contractors against which they have supplied similar material to 210 MW or larger Unit Thermal Plants.

34. **IMPORTANT NOTES:**

a. Make of each item/Manufacturer's details should be given for each item.
b. Rate should be quoted F.O.R. Destination only.
c. The goods should be packed suitably at Contractor's /Supplier's own responsibility.

35. The PSPCL reserves the right to divide the order amongst more than one firm without assigning any reason thereof.
36. The prices bid or price schedule enclosed with specifications shall be filled by tenderers duly typed and hand written prices shall not be accepted.
37. The bidders shall not indicate over all discount on the quoted price for which split up has been given . However, discount can be given by the tenderer in the main tender. Any firm offering discount on the quoted price or after the opening of the tenders will be out-rightly rejected.
38. Any firm which at the time of opening of the Tender enquiry, falls in any of the following categories, shall be regarded as defaulter and shall not be eligible for participation in any new Tender enquiry for a period of three years from the date of issue of Purchase Order in which it has defaulted:-

i) The Firm is a defaulter for the supply of 35% or more quantity on the date of expiry of the Contractual Delivery Period for the total ordered quantity.
ii) The Firm is a defaulter for the supply of any quantity for more than 6 months from the date of expiry of the Contractual Delivery Period for the total ordered quantity.

This clause shall be applicable item wise (all types, sizes and ratings) against which the firm has become defaulter under the above said conditions.

39 **Free Storage**:- The material shall be booked with atleast 30 days free storage period at transporter's delivery godown. This should be clearly mentioned on the L.R. by the transporter.

40. The tender is liable to be rejected if any of the above terms are not complied with.

Dy.CE/ SE/ HQS
For Chief Engineer/O&M,
GHTP,Lehra Mohabat 151 111

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ANNEXURE-'C'

## PRICE SCHEDULE PERFORMA

| Sr. No. | Description | HSN Code | Ex-Works Cost | | | | P&F | Insurance | Freight | Total | Taxable Value for GST Purpose | GST | | Total Amount After GST |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | [redacted] | [redacted] | [redacted] | Total Ex-Works Cost | | | | | | Rate | Amt | |
| | | | | | | | | | | | | | | |

Note: 1 Price Schedule Performa shall be filled by the tenderers duly typed. Hand written prices shall not be accepted.

2 Bidder should not indicate overall discount on quoted price for which split up has been given. However quantity/payment discount can be given by the tenderers in the main tender.

3 **Your quotation must be valid for atleast 120 days from the date of opening.**

4 [redacted]

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**ANNEXURE-II**

Referred to in Clause -27 (e) of schedule –E

**UNDERTAKING FORM**

( To be entered on a non –Judicial Stamped Paper)

Of Rs.....only)

We .....state that our works are situated in the state of Punjab and we Claim " Order Preference " as stipulated in the PSPCL tender specification No. .....due on.....against which we have submitted our Tender No.....dated .....we undertake to execute the order/contract if placed /awarded on to us even by counter offer at the rates worked out by Punjab State Power Corporation Limited 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 (full or part) placed /awarded on to us under "Order Preference" on any account what -so - ever, the Punjab State Power Corporation Limited, Shall have the right to forfeit the earnest money deposited by us and we shall have no claim for the refund thereof . The Punjab State Power Corporation Limited also have the right to suspend business dealing with us and to black list our firm, without prejudice to other rights according to the Punjab State Power Corporation Limited under the Purchase Order/ Contract, If placed /awarded on to us.

Signature of
Constituted attorney

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