PUNJAB STATE POWER CORPORATION LTD.

OFFICE OF THE: Resident Engineer, Generation Division, ASHP, PSPCL, Shri Anandpur Sahib.140118

OPEN-TENDER

OPEN TENDER ENQUIRY No. 16/RE/ASHP//2026-27 DATED:

for

"Replacement and Repair of old Moter Gear box and replace with Hydraulic Gear box of machine no 4 at Power House no 2 Nakkian of ASHP"

1. DUE DATES & TIME:

1	Start date for downloading of Specification	22.10.26
2	Last date for downloading of Specification	05.11.26, 05.00pm
3	Last Date & Time for Submission of Tender	06.11.26, 11.00am
4.	Date & time of opening of Bids i.e. Part-I, Part-II& Part-III	06.11.26, 12.00am

2. TELEPHONES / CONTACTS

i.	Resident Engineer/ Generation Division ASHP, PSPCL, Sri Anandpur Sahib	96461-19094 Email: reashp@gmail.com

INDEX

Sr. No.	Description	Page
1.	Copy of NIT	01
2.	Check List Of Documents	03
3.	Section–I General terms & conditions	04-19
4.	Annexure-A: Technical specification of Fully Automatic oil test kit	20
5.	Annexure–B: Schedule of commercial Deviations	21
6.	Annexure –C: Schedule of Technical Deviations	22
7.	Annexure – D: Performa for self-appraisal/ works appraisal	23-24
8.	Annexure-E: Performa for Bank guarantee	25-26
9.	Annexure –F Performa for Contract Agreement Form	27
10.	Annexure –G Schedule of quoted price (Price-Bids)	28

Notice Inviting Tenders

Sealed Tenders are invited for the supply/eraction of following Items/Material as per PSPCL Tenders' Specifications, General Instructions, Terms and Conditions attached herein after.

Item No.	Description	Unit	Quan-tity	Enquiry No./Year	Last date & Time of receipt of tenders	Date & Time of opening of tenders	Cost of Tender Specifications (Rs.)
1	2	3	4	5	6	7	8
a	**Replacement and Repair of old Moter Gear box and replace with Hydraulic Gear box of machine no 4 at Power House no 2 Nakkian of ASHP**	No	As per annex VI	16/RE/ ASHP/ 26-27	-	-	Nil
2	**Eligibility Criteria**	Contractor should be enlisted with PSPCL / PSTCL / PWD (Punjab) / Railway / MES or other Govt. Organization. OR					
		1. The financial bids shall be opened only of those Contractors /Firms/L&C Society who have experience of having successfully completed Similar Works in PSPCL/PSTCL, other Govt. or Semi Govt Deptt. during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: - a. Three similar completed works costing not less than the amount equal to Rs 196163 Lacs each. or b. Two similar completed works costing not less than the amount equal to Rs 245204 Lacs each. or c. One similar completed work costing not less than the amount equal to Rs392324 **L**acs 2. Tenderer should have proof of having EPF, GST, PAN No. 3. The bidder shall have latest Bank Solvency not less than 30% of the estimated cost i.e. of Rs. **147112** lacs or above. Average annual financial turnover should be at least 30% i.e. Rs. 147112 lacs. during the last three years ending 31st March of previous financial year.					

No separate set of tender documents/specifications is required to be purchased from this office in this regard.

RESIDENT ENGINEER
GENERATION DIVISION PSPCL
ASHP, ANANDPUR SAHIB

SECTION-I

GENERAL TERMS AND CONDITIONS

1.01 GENERAL INSTRUCTIONS TO BE OBSERVED BY THE TENDERERS :-

The following instructions must be carefully observed by all the Tenderers. Offer/ Tender not strictly in accordance with these instructions will be liable to be rejected:-

i) **Submission of tenders** :

1. The tenders shall be submitted in **three parts i.e. Part-I, Part-II** and shall be filled before the due date given in the tender notice.

2. EMD as per clause 1.04 shall be furnished or a valid PEMD certificate for PSPCL.

3. The firms may download tender specifications from Web-site: h**ttps://pspcl.in.**Telegraphic quotations will not be accepted.

ii) Offers/ tenders will be opened on the date and time prescribed in the enquiry in the presence of authorized representatives of Tenderers, who actually uploaded the tender, if they present themselves at the time of opening of tenders. In case the date of opening of tender falls on a holiday or holiday is subsequently declared on that date, then the tenders will be opened on the next working day following the holiday.

iii) The PSPCL reserves the right to modify the "Schedule of Requirements/scope of supply", technical particulars and the specifications at any time and to place the order as a whole or in parts, and to reject any or all the tenders received without assigning any reason. It will not be responsible for and will not pay for expenses or losses that may be incurred by Tenderer in the preparation of the tenders.

iv) The material offered should be strictly according to the specifications laid down in the Enquiry. The tender must be accompanied by detailed technical particulars & literature which should be strictly confirming to the detailed technical specification. The quotations should also indicate the make of the manufacturer, brand and company and accompanied with other descriptions, literature and sample, if any, at Tenderer own cost.

v) No conditional offer shall be acceptable.

vi) The prospective bidders are requested to get clarification from this office in case of any difficulty regarding uploading of the tender well in time and no last minute request for extension in opening of tender on this account will be entertained.

vii) The prospective bidders are requested to be extra cautious in filling the tender and to get in touch with this office in case of any difficulty. Once the tender is opened, no request regarding giving relaxation or for overlooking any mistake committed by the bidder will be entertained.

viii) 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:-

a) 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.

b) 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.

The concerned office shall upload the list of all such defaulter firms on the website of PSPCL.

xii) The tenderer shall bear all cost associated with the preparation and submission of its tender and PSPCL in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

(xiii) The tenderer should quote GST no. as a mandatory.

(xiv) Tender of firms with which business dealings have been suspended or black listed by PSPCL and debarred will not be considered.

(xv) For bought out assembly/units, detailed drawings, part number and name of the vendors will be furnished by the firm.

(xvi) Please note that the tenders against this tender enquiry are being invited through e-tendering mode. Tenderers are requested to submit hard copies of requisite documents as per checklist of documents which he/she had uploaded in the bid. Submission of Price bid should be done through e-tendering only. In case, it is found that hard copy of Price bid is submitted then tender of that tenderer will be rejected out rightly.

(xvii) If at any stage of tender processing, it has been found that the documents submitted by firm are fake then the firm will be blacklisted and the security deposit shall be forfeited.

(xiii) If any new firm submits its Tender who has never supplied the Tendered item to PSPCL till the date of opening of the Tender enquiry, its works appraisal shall be carried out before opening of the Part- III i.e. 'Price Bid' to ascertain its financial/ technical capability to execute the order. The cost of works appraisal shall be borne by the firm and the same shall be as under:-

Rs. 50,000/- in case of firms with works located outside Punjab and Rs. 25000/- in case of firms with works located within Punjab for appraisal to be carried out.

Note: Apart from the tendered item, the work appraisal shall also be carried out for all the other items as well as specified by the purchasing agency, against the charges deposited for carrying out the work appraisal.

(xiv) If any firm has been debarred or business dealings have been suspended with a firm for a certain period of time, then a fresh works appraisal shall be carried out to ascertain the financial/ technical capability of the firm.

(xv) If a firm has not supplied Tendered/ similar item to PSPCL in the last 5 years or more from the date of opening of Tender and does not furnish satisfactory performance certificate for supply of Tendered/ similar items to any other state utility as well during the above time period, then a fresh works appraisal shall be got carried out irrespective of the fact that whether the works stood appraised by PSPCL or not.

(xvi) If an existing firm quoted from a new works address, the works appraisal of the new works shall be got carried out. The commercial parameters like turnover, experience

of the parent company shall be admissible. However, type tests for the new works shall be submitted along with the tender by the bidder.

(xvii) **PAN, GST** are required to be submitted to this office.

(xviii) **INCOME TAX CLEARANCE CERTIFICATE:** The bidder shall furnish Photostate copy of Income Tax Clearance Certificate; from the competent authority along with his tender.

(xix) The firm shall raise GST invoice bill against this purchase.

(xx) **SOLVENCY CERTIFICATE:** Solvency certificate not more than 12 months old.

Note: It is informed that in case tender process is not completed due to any reason, no corrigendum will be published in newspapers. Details regarding Corrigendum may be seen on website: www.pspcl.in

1.02 OPENING OF TENDERS:

A) **EVALUATION OF PART I (COMMERCIAL & TECHNICAL STAGE):** The second part will consist of technical specification, schedule of delivery, un-priced bid and all other terms and conditions except the rates uploaded through internet as per the requirement of tender specification. Only e-tender shall be considered.

Note: Bidders should ensure that all commercial terms i.e. GST etc. are to be specified in the Part-II i.e. technical and commercial part of the bid uploaded through internet i.e. Un-priced bid.

B) **Part-II: Price bid:** Price bid components of their bid should only contain prices so that there is no controversy regarding interpretation of any condition/stipulation at the time of preparation of merit statement after opening the price bid. The third part will consist of the rates quoted as well as other related terms like GST and other incidental charges relevant to the price. Price bid submitted through post i.e. hard copy shall not be considered.

Firstly, the part-I containing EMD/ PEMD submission shall be opened and in case the earnest money is found to be in accordance with the terms and conditions of N.I.T/Tender specification, only then the Part-II of the Tender shall be opened. The bids without Earnest money shall be out rightly rejected.

After opening part-II of the e-tenders (Technical/ Commercial), the bids will be evaluated by PSPCL. The third part of the bids (Price bids) shall be opened in case of only those firms whose part-II of the bids after evaluation is found to be conforming to the specifications. The date and time for opening Part-III of the bids will be intimated to the qualifying firms. The price bids (Part-III) will be opened in the presence of the representatives of the qualifying bidders who choose to attend.

1.03 REGISTRATION OF SUPPLIER:-

(a) The new firms who have submitted their tenders against open tenders shall get their works inspected/ appraised from techno economic angle prior to the opening of their price bid.

(b) If a firm has been manufacturing similar items and has proven experience, it may not be considered as a new firm. Any firm that has supplied similar material to other State Utilities would be treated as old firm for the sake of distribution of quantities on submission of satisfactory performance certificate but if that firm is new to PSPCL, works appraisal shall be done carried out. If the works appraisal of the firm fails, that

firm shall not be considered for the opening of its price bid.

(c) If a firm has been blacklisted/ business dealings has been suspended for a certain period of time by PSPCL, then, after the expiry of this period of blacklisting/suspended dealings, the firms shall get its works inspected/appraised from techno-economic angle prior to the opening of its price bid. However, no cognizance of blacklisting by other Govt. utilities shall be taken for the purpose of works appraisal and processing of tender.

Note: If a firm fails in the works appraisal then that firm should not be considered during the course of technical evaluation and price bid of the firm should not be opened.

Explanation:

The existing firms shall be evaluated on the basis of quality, quantity, delivery, price, services and other related parameters. However the new firms will be registered on the basis of quality of their products(including their being ISI marked), production capability, Financial position and business already executed and will be provisional for one/two years.

1.04 <u>EARNEST MONEY</u>:

The Tenders shall be required to submit Earnest Money of **Rs. NIL** before the last date of submission of tender.if the earnest is found less than as fixed above, the tender shall not be considered for evaluation.

(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.

(e) No Interest shall be paid by PSPCL on EMD/PEMD deposited by the tenderer/bidder.

1.05 <u>SECURITY DEPOSIT</u>:-

(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 (5%) of ordered purchase value rounded off to a multiple of Rs. 10/- on the higher side. Tenderers exempted from EMD up to Rs. 5.0 Lacs will have to submit security deposit for Purchase Orders valued above 1.0 Lacs.

(ii) Ordinarily the Earnest Money received against Tenders shall be converted into Security Deposit. If the amount of earnest money received against Tenders is more than the amount of Security Deposit required against the Purchase Order/Contract, the balance shall be refunded within one month of the finalization of the Tender enquiry and in case of shortfall, if any, the Contractor/Supplier shall be required to deposit the additional amount.

(iii) The Tenders having Permanent Earnest Money Deposit (PEMD) of Rs. 25 lacs (Rs. Twenty five Lacs) with PSPCL and hence exempted from depositing Earnest Money with Tenders, shall also be required to submit security Deposit @5% of ordered value in the form of Bank Guarantee/ Demand Draft/ Cash within 30 days from the award of purchase order/contract**.**

(iv) The following shall be exempted from depositing security against purchase orders/contracts given to them:-

(a) Public Sector undertakings owned by Pb. Govt./Central Govt./other State Govt. 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 of Proprietary items/firms supplying material under DGS&D Rate Contract.

(v) On faithful execution of Purchase Order/Contracts in all respects, including warranty period, if any, Security Deposit of the Contractor/Supplier shall be released by the contracting/Purchasing Agency. The refund shall be made within 30(thirty) days from the issue of security release order by the concerned purchasing agency.

(vi) In the event of default on the part of the Contractor/Supplier in the faithful execution of Purchase Order/Contract his Security deposit shall be forfeited by an order of the Contracting/Purchasing Agency under intimation to o/o CE/IT who shall get the same uploaded & displayed on website of PSPCL.

The forfeiture of Security Deposit shall be without prejudice to any other rights arising or accruing to the PSPCL under relevant provisions of the purchase Order/Contract like penalty etc.including suspension of business dealings with PSPCL for a specific period.

1.06 <u>Refund of Security Deposit</u>:- On faithful execution of contract in all respect the security deposit of the contract shall be refunded after expiry of warranty/defect liability period as provided in the contract.

1.07 <u>VALIDITY</u>*:* The offer should preferably be valid for 180 days from the date of opening of the Tender enquiry or as specified in NIT and any withdrawal or modification of the offer shall not be permitted**.**

1.08 <u>PRE-QUALIFICATION CRITERIA:</u>

The Tenderers shall invariably supply the following documents with the tenders

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

(ii) Particulars of the Purchase order /or performance Certificates of having executed Purchase Order/Contract of other BBMB, State/Central utilities,etc.

(iii) Balance sheets etc (Average annual turnover of 30% of value for the last three years, including Trading, manufacturing, Profit and Loss Account should be duly certified by the Charted Accountant).

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

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

(vi) The contractors/society should have experience of execution of works, preferably in Govt/Semi Govt/PSU organizing/Educational Institution in the last 7 years ending on 07/2026 with minimum

a. **Three similar completed works costing not less than the amount equal to 40% (Rs196163) of the estimated cost. Or**
b. Two similar completed works costing not less than the amount equal to 50% (rs245204) of the estimated cost. Or
c. One similar completed work costing not less than the amount equal to 80%(rs392324) of the estimated cost.

1.09 WORK APPRAISAL:-

If some new firm /bidder submits tender which has never supplied the tendered item to PSPCL earlier, its work appraisal shall be carried out before opening of the Part-III "Price Bid" to ascertain whether the offer of the firm is technically/commercially acceptable or not.

Note:-The offer of the firms is liable to be rejected in case works appraisal fee is not received along with the tender. For the works appraisal, new firm shall have to deposit following charges along with the tender itself in the shape of Demand Draft payable at all branches across India.

(i) Rs. 50,000/- for the firms located outside Punjab.

(ii) Rs. 25,000/- for the firms located within Punjab.

Note: -

a) The works appraisal of the firm does not entitle the firm for placement of order. All participating firms (new as well as old) should duly fill the self- appraisal/works appraisal Performa enclosed as Annexure-G.

b) In case participation is through authorized dealer, the works appraisal of manufacturer"s Works, if applicable, will be carried out.

c) In case tender enquiry is cancelled due to any reason, fee of work appraisal shall not be refunded.

1.10 PRICES:-

(i) The unit rates shall be quoted F.O.R. destination (ASHP via S&T Store Ganguwal). The break-up of the F.O.R. destination price shall be given as under:-

a) The price of the material inclusive of packing and forwarding charges forming part of production cost.

b) Packing cost not forming part of production cost, handling charges, cartage, freight charges and transit risk insurance etc.

(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 the Tenders enquiry, 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 case of Tenders processed manually, the Performa for price schedule

shall be duly typed and prices written by hand shall not be accepted. (These stipulations shall be highlighted in the Tender specification and special note in this regard shall also be appended in the price schedule Performa). The rates quoted whether FOR destination or ex-works should be given in both figures and words and any overwriting, erasing, cutting etc. should be avoided or if made, should be signed legibly.

The bidders shall not be allowed to indicate over all discount on the quoted price for which split up has been given. However, quantity/payment discount can be given by the bidder in Part-II of the Tender. Any firm either offering discount on the quoted price or offering discount after the opening of the Tender enquiry shall be rejected out rightly.

(iii) Tenderers should quote FIRM Prices. Price variation not allowed.

1.11 <u>GOODS AND SERVICE TAX</u>:-

PSPCL is registered centrally in the state under **GSTIN 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 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.

The contractor /bidder will certify following wrt GST

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____

I) 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.

II) 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.

III) 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.

IV) 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.

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

Note: - GST as applicable will be charged extra on all the recoveries (if any) to be made from the firm such as Work Appraisal Fee, penalty for delay in delivery, fake inspection charges etc.

1.12 INSURANCE, TRANSPORTATION & HANDLING OF THE MATERIAL:-

(i) The rates are required to be quoted F.O.R. destination and it is the responsibility of the Supplier to deliver the material FOR Destination in good condition. Supplier at his option may insure the material against all risks during transit at his own cost for full delivered value of the material up to destination. All works in connection with making and settling of claim, with Railway Authorities and/or Insurance Company, if any, shall be carried out by the Supplier for which no extra payment shall be made by PSPCL. However, necessary assistance required in connection with making and setting such claims, if any, shall be provided by the consignees.

(ii) All damages and/or shortages during transit as covered by the insurance, shall be made good by the supplier immediately on receipt of such information from the consignees without, waiting for settlement of claims. However, in case of apparent damages and/or shortages, the consignees shall obtain the loss/damage certificate from the Concerned Authorities and send the same to the Contractor within a period of thirty days from the date of receipt of material. A certificate shall be submitted by the Suppliers/Contractors with each bill to the effect that the material has been duly insured.

(iii) The consignees shall report losses damages to the supplier within 30 days of the arrival of the equipment. It will; however be the responsibility of the supplier to timely lodge claims on the insurance under writers and to arrange replacement thereof.

(iv) The suppliers shall be wholly responsible for the loss, shortages, damages etc. during transit. Such short supplied, damaged material etc. will have to be replaced/repaired by the Supplier/Contractor free of cost immediately without waiting for maturing of the Supplier's/Contractor's Claims with the Road Transport/Railway Authorities regarding insurance.

(v) In case replacement/repair of defective material is not carried out within six months of intimation of damages, supplier shall have to pay interest @12% per annum on the payments made by PSPCL, if any, from the date of its payment up to the date of the re-commissioning of the equipment after replacement/repair or to the date the default is made good.

1.13 CONTRACT:-

Detailed Purchase Order-cum-contract agreement issued in accordance with agreed terms and conditions and accepted/acknowledged by the firm, shall itself from a valid contract along with subsequent amendments, if any, and shall be construed and operated as such in terms of the Indian Contract Act, 1872, amended up to date. No separate contract agreement need**s** to be executed in such cases. The orders so issued will be termed as "Purchase Order-cum-contract Agreement."

1.14 JURISDICTION: -

All legal proceedings in connection with the Purchase Order/Contract shall be subject to the territorial Jurisdiction of the local Civil Courts at Anandpur Sahib Dist-Ropar 140128

1.15 INTIMATION TO THE CONSIGNEE:-

The Suppliers will intimate in advance the probable date of dispatch through fax/ email regarding the actual date of R.R/L.R to the Resident Engineer, Generation Division ASHP, PSPCL, Anandpur Sahib., and AO/Pre-Audit, Anandpur Sahib ASHP, PSPCL to enable him to arrange payment, failing which demurrage, wharfage etc. will be to Supplier's account. A copy of such intimation shall also be immediately sent to the consignees and concerned Dy. Chief Engineer for reference, immediately.

1.16 CONSIGNEE:- S&T Store, ASHP, PSPCL, Anandpur Sahib*.*

1.17 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.
b. Mode Of Payment:-
   Payment for this order shall be made through RTGS System of Digital payments and the charges if any shall be recovered from the Supplier/Contractor, and further about that the payment through RTGS will be process as per finical adviser PSPCL Patiala's Memo No. 3314/36 dated 30.01.20 & letter no.1457/1743 dated 14.07.20 instructions and supplier will supply to the department their bank detail for the processing of payment.

1.18 Completion Period:-
The work should be completed within 30 days of issuing work order.

1.19 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 receipt of material in respect of indigenous equipment or 24 months from the date of shipment for imported material, whichever expires earlier. The Purchaser gives prompt written notice of such defects to the Supplier/Contract. Such replacement shall be affected by the Supplier/Contractor, within a reasonable time not exceeding 6 months from the date of 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/repaired 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 up to date of its re-commissioning after the replacement/repair.

1.20 <u>REQUIREMENT</u>:-

The quantity mentioned in this Specification can be increased or decreased at the time of actually placing the order.

1.21 <u>NEGLIGENCE AND DEFAULT:</u>

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. 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 PMED lying with

PSPCL.

1.22 INSPECTION OF EQUIPMENT & 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) 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.

1.23 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.

1.24 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 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.

The authority to cancel the Purchase order/contract in above cases shall be the concerned Head of Department in cases decided by BODs/WTDs/CPC/PPC/PPC (General)

1.25 RAW MATERIAL:-

The raw material to be used in manufacturing of goods/equipment to be supplied against Purchase order/contract shall be of the best quality of its kind obtainable in the market. The supplier /firm shall be solely responsible for the procurement of above said raw material required for this purpose.

1.26 CHANGES:-

No variation or modification or waiver of any of the terms and provisions shall be deemed valid unless mutually agreed upon in writing by both the Purchaser and the supplier.

1.27 SAMPLES:-

Whenever asked for**,** samples must be supplied by the Contractors/Suppliers free of cost. Ordinarily samples will not be returned to the Tenderer/Supplier. However, if desired by the Supplier/Contractor and feasible for the purchaser, the sample shall be returned to him at his own risk and cost.

1.28. TEST CERTIFICATE AND INSTRUCTION BOOK:-

The Supplier/Contractor shall be required to furnish to the Purchaser/consignees,

wherever necessary, the following documents alongwith consignment :-

(i) Printing Pamphlets/ Catalogues 3 Copies

(ii)Instruction Book 3 Copies

(iii)Drawings 3 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.

1.29 <u>CONSTITUTION, EXPERIENCE AND FINANCIAL STANDING</u>:-

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 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.

1.30 DISPATCH 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.

1.31 PENALTY FOR DELAY IN COMPLETION OF WORK-

If the supplier fails to deliver the material/equipment within the stipulated completion period of purchase/work 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 there of not exceeding maximum limit of 10% of the cost of complete unit of undelivered equipment/material so delayed. There will be no slack period.

1.32 EXTENSION IN COMPLETION 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.

1.33 UNDERTAKING REGARDING LIASION:-

All the tenderers are required to give the following undertakings on their letter head along with the tender documents.

a) That they would not pay any commission etc. or engage any commission agent for dealing with PSPCL in any matter including purchase of equipment etc.
b) That no officer/official of the PSPCL will deal with any person who claims to be a commission agent or Liasion agent of any company and that the officers/officials of the PSPCL must deal only with persons directly employed by the Suppliers.

1.34 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 up to date) and of the rules there- under. Any statutory amendment, modification or re-enactment thereof for the time being in force, shall be deemed to apply to and be incorporated in the Contract/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.

1.35 REQUIREMENT:-

The quantity mentioned in this Specification can be increased or decreased at the time of actually placing the order.

1.36 ASSIGNMENT OR TRANSFER OF CONTRACT:-

The firm shall not without the prior written approval of the accepting authority assign or transfer the contract or any share, or interest thereon to any other person.

1.37 SUB CONTRACT:-

The firm shall not sublet any portion of the contract without the prior written approval of the PSPCL competent authority.

1.38 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.

1.39 INFORMATION REGARDING LIST OF BANKERS, THE PURCHASER DEALS WITH

(a) The Railway receipt/Goods Receipt and invoice etc. to be sent to the authorities as specified in the Purchase Order.

(b) Any demurrage occurring as a result of sending Railway Receipts/Goods Receipts through a Bank as specified in the Purchase order/ contract will be to the account of the Supplier/Contractor.

(c) No goods will be accepted by the consignees unless accompanied by challan /invoices containing the prices/quantity etc.

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.

1.40. All terms and conditions of PSPCL work/Purchase regulation are applicable.

Resident Engineer, Generation Division
ASHP, PSPCL, Anandpur Sahib.

Annexure-A

Scope of supply

"Replacement and Repair of old Moter Gear box and replace with Hydraulic Gear box of machine no 4 at Power House no 2 Nakkian of ASHP" work to be done under this tender enquiry has below mentioned technical specifications: -

S.No	Description of job	Qty	Unit
1	Gear Box (Strainer) with shaft, gears and hydraulic motor and 80 nm Torque	1	Nos
2	Power Pack with 3HP Motor, DOL starter and Gear Pump. All valves, Manifold and Tank for Hydraulic Oil, All pipes (5 mtr) and Fitting.	1	Nos
3	Hydraulic Oil **(80 ltr)**	80	ltr
4	Installation and Commissioning	1	Nos

Resident Engineer, Generation Division
ASHP, PSPCL, Anandpur Sahib.

ANNEXURE-B

SCHEDULE OF DEVIATIONS FROM COMMERCIAL CLAUSES

All deviations and exceptions in respect of commercial clauses to the tender specification shall be clearly brought out by the tenderer as per the format given hereunder. The details shall be exhaustive in all respects.

Sr. no.	Clause	Page No. of tender spec.	Exceptions & Deviations from the tender spec.	Remarks

Certificate that the above listed deviations and exceptions are exhaustive and the contract shall be executed as per the tender specifications except for the above deviations and exceptions in the event of placing an order on us.

Date :

Place :

For M/s

Signature
(By its constituted attorney).
Seal

ANNEXURE-C

SCHEDULE OF TECHNICAL DEVIATIONS

All deviations from Technical Clauses shall be clearly brought out by the tenderer as per the format given hereunder:-

The details shall be exhaustive in all respects.

Sr. No.	Clause No.	Page No. of Technical spec.	Deviations/ Exceptions	Remarks

Certificate that the above listed deviations and exceptions are exhaustive and the contract shall be executed as per the tender specification, excepting for the above deviations and exceptions in the event of placing an order on us.

Date :
Place:

For M/s

Signature
(By its constituted attorney).
Seal.

ANNEXURE-D

PROFORMA FOR SELF APPRAISAL/WORKS APPRAISAL

1.	A)	Name of Tendering firm.	
	i)	Complete address of the office.	
	ii)	Telegraphic address:	
	iii)	Telephone Number(S):	
	iv)	Fax No.	
	v)	Name of two responsible Officers with Designation: (Managing Director/Partner/Chief Engineer/Works Engineer etc.)	
	vi)	Day on which weekly holiday is observed.	
	B)	Complete address of the works:	
	i)	Telegraphic address:	
	ii)	Telephone Number(S):	
	iii)	Fax No.	
	C)	Name, address & telephone numbers of two references having facilities of P&T Telephones.	
	i)	Name	b) i) Name
	ii)	Address	ii) Address
	iii)	Telephone No.	iii) Telephone No.
2.		Year of Establishment.	
3.		Constitution of the firm.	
	a)	Private or Public Limited	
	b)	Registered under the companies Act or any other Act, give Registration No. & Date.	
4.		Financial Position.	
	i) a	Land (Area & Value)	
	b	Building (Covered Area and Value)	
	c	Plant & Machinery:	
	d	Total drawing Limit from Banks	
	ii)	Annual Financial Turnover (duly audited for the last two years):	
	iii)	Latest Income Tax clearance certificates:	
5.		Man Power:	
	a)	Graduate Engineer (s):	
	b)	Diploma Holder (s):	
	c)	Skilled Workers:	
	d)	Un-Skilled Workers:	
6.		Production capacity per month of the item covered in your quotation and justification for assessment.	
	a)	Details of Plant & machinery installed (Please attach separate sheets, if necessary.	
	b)	Details of raw material required:	
	c)	Source of raw material	
	d)	Stock of raw material	

	e)	In case, any raw materials are required to be imported, indicate arrangements of its procurement.
	f)	Quality Controls exercised in procurement of raw materials.
7.	a)	Details of manufacturing process:
	b)	Scheme of quality controls:
	i)	During manufacturing process:
	ii)	At the finished stage
	c)	Whether, any record is being maintained in respect of quality controls exercised.
8.		Details of testing facilities available with the firm.
9.		Details of orders executed/under execution during the last three years. Photo copies of Purchase orders of similar material supplied
	a)	With PSEB (Now PSPCL)
	b)	Other State Electricity Institutions/undertaking:
	c)	Other important customers.
10.	a)	Whether the item (s) are on Punjab Govt./DGS&D/Central Govt..Approved Rate Contracts (Attach copies of Rate contracts)
	b)	Whether item offered conforms to ISS or any other internationally recognized Standards, if so, give reference:
	c)	Whether the firm is licensed to use ISI Mark of any other Govt. Quality Mark (copies of latest Test Certificates issued by Govt. Laboratories/Any recognized Test House be attached.)

SIGNATURE OF
AUTHORISED
SIGNATORY OF THE
FIRM WITH OFFICE
STAMP

Annexure-E

Performa Bank Guarantee

TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER OF THE APPROPRIATE VALUE NOT LESS THAN RS. 15/-

1. Bank Guarantee No. ……..…...……Dated ……...The Bank of ……. hereby agrees unequivocally and unconditionally to pay, within 48 hours, on demand in writing from the Chief Engineer, Hydel Projects, Punjab State Power Corporation Ltd., Patiala or any officer authorized by him on his behalf, of any amount upto and not exceeding ….…… (in words Rs. ……..…) to the Punjab State Power Corporation Ltd. on behalf of M/s. ……..……..…. who have entered into a contract or who unconditionally accepted the Purchase Order-cum-Contract Agreement No. ……..…… dated …… for the supply of material …… for order value of Rs. ……against specification No. …… .

2. This Guarantee shall be valid and binding on this Bank upto and including …….. and shall not be terminable by notice or on account of any change in the constitution of the Bank or the firm of contractors/suppliers or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given conceded or agreed with or without our knowledge or consent, by or between the parties to the said contract/purchase order.

3. Our liability under this Guarantee is restricted to Rs. …….. (in words Rs. ……). Our Guarantee shall remain in force until …… .

4. We hereby agree that any claim or dispute arising under this Deed shall fall within the jurisdiction of competent courts at Patiala.

5. We hereby further declare that this Deed has been executed by our lawfully constituted attorney legally competent to sign and execute such deeds.

Signed ……

1.Witness …… for ……...

2.Witness …… Bank …… 43

DIRECTIONS FOR SENDING BANK GUARANTEE

1. Bank Guarantee shall only be accepted direct from the bank through registered dak/post duly contained in the printed envelope of the bank and shall be duly accompanied by a forwarding letter on the printed letterhead of the bank. This forwarding letter shall state that the bank guarantee has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. Bank Guarantee shall be witnessed by two bank officers with complete address.

2. An attested copy of the power of attorney in favour of the executants of guarantee along-with his authenticated signatures shall be supplied with the guarantee. The attestation shall be done by some officers of the bank other than the executants.

Annexure-F

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……having their Regd. Office at ……. Here in after called 'Contractor' for the supply and delivery /construction of ……..in accordance with Tender Enquiry No…… dated…… and Contractor's proposal No…….dated……

This is not a confirmation of the advance acceptance notified in the Purchaser's letter No…… wherein the Purchaser has accepted the proposal of the Contractor for the supply and delivery/Construction of …….. as per Purchase/Work Order No……

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 Contractor's proposal and related correspondence and the Purchase Order acknowledged/accepted by the contractor from part of this agreement.

This agreement contains ……pages.

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

CONTRACTOR **PURCHASER**

Annexure-G

SCHEDULE OF QUOTED PRICES
Price Bid-1

S.No	Description of job	Qty	Unit	Price per item in Rs	Total amount (Rs.)
1	Gear Box (Strainer) with shaft, gears and hydraulic motor and 80 nm Torque	1	Nos		
2	Power Pack with 3HP Motor, DOL starter and Gear Pump. All valves, Manifold and Tank for Hydraulic Oil, All pipes (5 mtr) and Fitting.	1	Nos		
3	Hydraulic Oil **(80 ltr)**	80	ltr		
4	Installation and Commissioning	1	Nos		
	Total				
	GST @ 18%				
	G Total				