

PUNJAB STATE POWER CORPORATION LTD.



OFFICE OF THE :

***Resident Engineer (OP), UBDC PSPCL
Malikpur.***

website:-www.pspcl.in

TENDER ENQUIRY No. 08/RE/Op/UBDC/2017-18 Dated:24-10-2017

for

**Supply and commissioning of Ultrasonic flaw detection and thickness
measurement machine at UBDC Hydel Project Malikpur Pathankot.**

1. DUE DATES & TIME:

- | | | | |
|------|---|---|----------------------|
| i) | Last date for sale of Specification /
Tender documents | : | 13-12-2017 |
| ii) | Last date & time for Submission of Tenders | : | 14-12-2017 (11.00AM) |
| iii) | Date & time for opening of Tenders | : | 14-12-2017 (3:00 PM) |

2. TELEPHONES / CONTACTS

- | | | | |
|----|----------------------------|---|--|
| i. | Resident Engineer/Op, UBDC | : | 0186-2345020
9646119091
email: reubdc@yahoo.co.in |
|----|----------------------------|---|--|

MAIN INDEX

NAME OF WORK : Supply and commissioning of Ultrasonic flaw detection and thickness measurement machine at UBDC Hydel Project Malikpur Pathankot

NAME OF OFFICE : RESIDENT ENGINEER/OP, UBDC , PSPCL, Malikpur Pathankot.

NAME OF DIVISION : RE/UBDC, PSPCL Malikpur Pathankot.

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*Resident Engineer(op),
UBDC, PSPCL,
Malikpur. Pathankot.*

PUNJAB STATE POWER CORPORATION LTD.

(Regd office: PSEB, The Mall, Patiala)

Department	Resident Engineer (OP), UBDC , PSPCL, Malikpur Pathankot.
Tender Specification No.	08/RE/Op/UBDC/2017-18 Dated:24-10-2017
Tender Issuing Authority/ Address	Resident Engineer (OP), UBDC , PSPCL, Malikpur Pathankot.
Short Description of Work	Supply and commissioning of Ultrasonic flaw detection and thickness measurement machine at UBDC Hydel Project Malikpur Pathankot.
Last date for sale of Specification / Tender documents	13-12-2017
Last date for Bid submission	14-12-2017 (11.00AM)
Bid Opening Date	14-12-2017 (3:00 PM)
Cost of Specification	Rs. 500/-(Five hundred only)
EMD	less than 5 Lacs – Nil, 5 lacs and above- @2% of tender value. (See clause 2.13)
Payment Mode	Demand Draft
Payment in favour of	Resident Engineer/Op, UBDC Malikpur Pathankot.

QUALIFYING CRITERIA:-

The Invitation to bid is open to the bidder who meets the following criteria:-

1. The Manufacturer/Supplier must have an established name and have a proven track record in the field of manufacturing and supply of Ultrasonic Flaw detectors for at least five years .Bids must accompanied by references to the supply of Ultrasonic Flaw detectors with very similar capabilities , to reputed State/Central Government undertakings and testimonials from the responsible end users with email ID/ contact telephone nos about the performance of the equipments and back up service support provided by the company for at least two years.
2. The prospective bidder shall have average annual turnover of at least 20 lacs for the last two years.
3. The Bidder should have valid Permanent Account Number (PAN) , GST No and should submit the same along with tender.

The tender of the firm not accompanied by the above mentioned details/documents shall not be considered.

NOTE: Tender Specification along with detailed terms and conditions can only be downloaded from Web-site: <https://pspcl.in>. Details regarding tendering is available on Website: www.pspcl.in. All the prospective bidders are requested to get conversant with the process of on-line submission of tenders well in time so as to submit the tender by the due deadline. No request for extension in due date of tender opening on the above grounds shall be entertained.

*Resident Engineer(op),
UBDC, PSPCL,
Malikpur. Pathankot.*

SECTION – I
GENERAL INSTRUCTION TO THE TENDERERS

1.00 GENERAL INSTRUCTIONS TO BE OBSERVED BY THE TENDERERS

1.01 GENERAL:

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) The firms may download tender specifications from PSPCL Website <https://pspcl.in> and send demand draft of Rs. 500/- (One thousand only) in favor of Resident Engineer/OP, UBDC, PSPCL, Malikpur Pathankot as cost of tender specification. It shall be clearly indicated on the envelope, that DD of cost of tender specifications is enclosed there in. Cost of tender specifications shall be received in the office of Resident Engineer (OP), UBDC, PSPCL, Malikpur Pathankot -145025 up to 11.00 A.M. on the due date of opening of tender. Tenders of the firms, which do not submit the Demand draft towards cost of specification before the last date and time of bid submission shall not be accepted.
- ii) Telegraphic quotations will not be accepted.
- iii) The tenders shall be submitted in three parts i.e. Part-I, Part-II & Part-III. Quotation/Tenders shall be uploaded on given website up to specified hours of the due date given in the tender notice and shall be opened immediately thereafter in the presence of tenderer or their nominated agents who may like to be present.
- iv) The Demand Draft & other information concerning EMD as per clause 2.13. shall be furnished in separately sealed envelope super scribed Earnest Money respectively with the tender/ offer No. together with the name of tendering firm. The tenders will be uploaded through internet as per instructions given in the e-tendering process and Earnest Money shall be received in the office of **Resident Engineer (OP), UBDC , PSPCL, Malikpur Pathankot** -145025 up to 11.00 A.M. on the due date of opening of tender.

While opening the tender the envelope Earnest Money will be opened after confirmation of receipt of Tender cost and then if the Earnest Money is found to be in accordance with the terms of specification only then the part-II of e-tender (Technical/commercial part) will be opened. Any tender/ tenders received without EMD if applicable shall not be opened/considered.

- v) 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.

- vi) The PSPCL reserves the right to modify the "Schedule of Requirements"(Annexure-A), 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.
- vii) 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's own cost.
- viii) No conditional offer shall be acceptable.
- ix) The prospective bidders are requested to get clarification from this office and/ or M/s abc procure 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.
- x) 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.
- xi) Any firm which at the time of opening of tender, 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 two years from the date of issue of purchase order in which it has defaulted:
 - a) The firm is a defaulter for the supply of 50% or more quantity on the date of expiry of contractual delivery period for the total ordered quantity.
 - b) The firm is a defaulter for the supply of 25% or more quantity for more than 6 months from the date of expiry of the contractual delivery period for the total ordered quantity.
 - c) The firm is a defaulter for any quantity for more than 12 months from the date of expiry of the contractual delivery period for the total order quantity.
- 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) For bought out assembly/units, detailed drawings, part number and name of the vendors will be furnished by the contractor.
- (xiv) The tenderer should quote GST Registration Number as a mandatory condition, issued by the Department of Excise and Taxation .
- (xv) Tender specification will not be issued to firms with which business dealings have been suspended or black listed and debarred firms.
- (xvi) For bought out assembly/units, detailed drawings, part number and name of the vendors will be furnished by the contractor.

1.02 SUBMISSION AND OPENING OF TENDERS:

(a)The Tenders will be submitted as per NIT/Tender Specifications complete in all respects and deviation from Notice Inviting Tender/Tender Specification shall be clearly brought out by the Bidders. No post Tender development shall be allowed regarding any change in terms of prices or technical specification.

THREE PART BIDS

Tenders shall be submitted in three parts as under:-

Part-I; Earnest Money.

Part-II; Commercial & Technical conditions.

(Qualifying financial effects).

Part-III : Price Bid.

For e-Tenders, Part-I shall be submitted manually till e-payment gateway is made operational. When e-payment gateway is made operational, EMD/PEMD shall be submitted online. Part-II and III shall be submitted online through e-Tendering portal only.

First, Part-I of the Tender shall be opened and if earnest money is found in order then Part-II-‘Commercial & Technical conditions’ shall be opened. In case financial effects are unambiguous and without any specified reservations and offer is technically & commercially acceptable, only then part-III ‘Price Bid’ shall be opened.

1.03 VALIDITY:

The offer should preferably be valid for 120 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.

1.04 QUALIFYING CRITERIA

The Invitation to bid is open to the bidder who meets the following criteria:-

1. The Manufacturer/Supplier must have an established name and have a proven track record in the field of manufacturing or Supply of Ultrasonic Flaw detectors for at least five years .Bids must accompanied by references to the supply of Ultrasonic Flaw detectors with very similar capabilities , to reputed State/Central Government undertakings and testimonials from the responsible end users with email ID/ contact telephone nos about the performance of the equipments and back up service support provided by the company for at least two years.
2. The prospective bidder shall have average annual turnover of at least 20 lacs for the last two years.
3. The Bidder should have valid Permanent Account Number (PAN) / GST No and should submit the same along with tender.

The tender of the firm not accompanied by the above mentioned details/documents shall not be considered

*Resident Engineer(op),
UBDC, PSPCL,
Malikpur. Pathankot.*

SECTION - II

GENERAL TERMS & CONDITIONS

2.01 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.

2.02 CONTRACT:

The detailed Purchase order issued in accordance with agreed terms and conditions and accepted/ acknowledged by the firm shall itself form valid contract along with subsequent amendment, if any, and shall be construed and operated as such in terms of Indian Contract Act-1872 as amended up to date.

It will be obligatory on the part of the successful Tenderer to execute within 30 days of the receipt of detailed order, a legal contract agreement on non-judicial stamp paper of Rs. 200/-. The detailed Purchase Order so issued shall be termed Purchase Order-Cum-Contract Agreement. The contract shall be made in duplicate and one copy will be retained by each party.

2.03 SECURITY DEPOSIT:-

- (i) The successful Tenderers shall be required to submit Security deposit for faithful execution of the purchase order/Contract of value exceeding Rs. 1,00,000/- at the rate of three percent (3%) of ordered value rounded off to a multiple of Rs. 10/- on the higher side.
- (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 @3% 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.

In the case of Sr. Executive Engineers/Sub-Divisional Officers working in the field, the order for forfeiture of security deposit shall be issued by them provided they are Contracting/Purchasing Agency with an intimation to their Superintending Engineers/ Dy. Chief Engineers who in turn shall intimate the same 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 Board under relevant provisions of the purchase Order/Contract like penalty etc. including suspension of business dealings with PSPCL for a specific period.

2.04 CONSIGNEE:

All the equipment dispatched under this tender specification shall be consigned to the following:

SDO/S&T store, RSD, PSPCL, ShahpurKandi for UBDC hydel project.

2.05 PRICES:

(i) The unit rates shall be quoted F.O.R. destination at SDO S&T store, RSD, PSPCL, ShahpurKandi through road transportation, which will be treated at par with F.O.R. destination. 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) In case rates are quoted ex-works/ ex-godown only & for imported material, freight charges, transit risk insurance, handling and clearance charges, F.O.B.& C.I.F. commission of clearing agents at Ports should also be indicated in Part-III of the Tender.
- (iv) The quoted prices shall be 'FIRM'. Offers with variable prices shall be rejected out rightly.

2.06 VALIDITY:

The offer should preferably be valid for 120 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.

2.07 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) 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.

(c) For delay in payments made by PSPCL beyond the stipulated period i.e. 45 days then simple interest @ 10% shall be given to the suppliers for delayed period subject to the condition that the delay in payment is more than seven days after the stipulated period i.e. 45 days. However, all-out efforts shall be made to prioritize the payment to all suppliers those come under MSMED Act-2006.

(d) **For Commissioning:-**

100 % on completion of commissioning of the equipment after it is duly certified by the PSPCL Engineers.

2.08 DELIVERY SCHEDULE

a) For Supply:-

Ultrasonic flaw detection and thickness measurement machine along with the accessories shall be supplied within 3 months from the date of issue of contract.

b) For Commissioning:-

PSPCL shall intimate telegraphically when firm shall depute his representative for the commissioning of the Equipment. The Firm shall commission the Equipment within 30 days from the date of receipt of intimation from **PSPCL**.

2.09 PENALTY FOR DELAY IN DELIEVERY:

a) For Supply:-

If the supplier fails to deliver the material/equipment within the stipulated delivery period of purchase order/contract, the same is liable to be rejected and if accepted, the supplier shall be liable to pay penalty @ ½%(half of one percent) of the cost of undelivered supply/incomplete equipment per week of delay or part thereof not exceeding maximum limit of 10% of the cost of complete unit of undelivered equipment/material so delayed.

There will be no slack period.

b) For Commissioning:-

Penalty at the rate of 0.5% (half of one percent) on 100% total contract value including commissioning charges per week not exceeding 5% of the total contract value shall be charged, if firm does not completes the commissioning of the equipment within time as specified in clause 2.05.

2.10 EXTENSION IN DELIVERY PERIOD:

“Any genuine delay in the approval of technical details, drawings, samples; issuance of amendment to Purchase Order; carrying out inspection; approval of Test Reports/Test Certificates issuance of dispatch instructions/ stations etc. will count towards extension of the delivery period by corresponding period other than that admissible under Force

Majeure conditions, if any substantiated by the suppliers, and duly accepted by the Purchaser. No extension in delivery shall be granted in case of delay in payment.

2.11 NEGLIGENCE AND DEFAULT:

In case of any negligence on the part of a Supplier/Contractor to execute the Purchase-order/Contract with due diligence and expedition and to comply with any reasonable orders, pertaining to any contravention to the provisions of the Purchase-order/Contract, given in writing by the purchaser, the purchaser may give a 21 days-notice in writing to the Supplier/Contractor to make good the failure/neglect/contravention. In the event the Supplier/Contractor fails to comply with the notice within a timeframe considered to be reasonable by the purchaser, the business dealings shall be suspended/terminated with the firm by the purchaser for a minimum period of three years or in extreme cases, the firm shall be blacklisted forever by the purchaser.

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.

2.12 FORCE MAJEURE:

During the pendency of the Contract/Purchase Order, if the performance in whole/part by either party or any obligation there under, is prevented/delayed by causes arising out of any 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.

2.13 EARNEST MONEY:

(i) The Tenderers shall be required to submit Earnest Money in the form of Demand Draft in favor of **Resident Engineer/Op UBDC PSPCL Malikpur Pathankot** payable at Pathankot before the last date of submission of tender as under.

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

(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.

- i) 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.
- ii) In case of successful tenderers, Earnest Money shall be converted as security deposit and short fall if any shall be got deposited for faithful execution of purchase order/contract.
- iii) In case of tenders not accepted, the earnest money shall be refunded within 30 days of the award of order/contract to successful tenderers.
- iv) In case of successful tenderer EMD shall be converted as security deposit and short-fall, if any shall be got deposited for faithful execution of Purchase order/ contract.

2.14 INTIMATION TO RESIDENT ENGINEER/OP UBDC & THE CONSIGNEE

The supplier will have to intimate probable date of despatch 15 days in advance followed by telegraphic advance intimation regarding the actual date of RR/LR to the Resident Engineer/Op UBDC PSPCL Malikpur Pathankot to enable him to arrange payment, failing which wharfage, demurrage etc. will be to supplier's account. A copy of such intimation should be sent to the consignee and Resident Engineer/OP UBDC, PSPCL, Malikpur Pathankot also for reference, immediately.

2.15 GOODS AND SERVICE TAX:-

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.

- 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-filing 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.

2.16 INSURANCE

- (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 upto 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 there of.
- (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/repared 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 upto the date of the re-commissioning of the equipment after replacement/repair or to the date the default is made good.

2.17 WARRANTY:

The supplier/Contractor shall be responsible to replace free of cost with no transportation and insurance expenses to the purchaser upto the destination of material/equipment, the whole or any part of the material; which under normal and proper use and maintenance, proves defective in material or workmanship within 12 months from the date it is taken over by the purchaser or 18 months from the date of receipt of material in respect of indigenous equipment or 24 months from the date of shipment for imported material, whichever expires earlier. Such replacement shall be affected by the Supplier/Contractor, within a reasonable time not exceeding 6 months of the intimation of defects Suppliers/Contractor's responsibility arising out of supply of material or its use whether on warranties or otherwise shall not in any case exceed the cost of correcting the defects or replacing the defective part/material and upon the expiry of the warranty period stipulated above, all such liabilities shall terminate.

The above warranty is subject to the condition that the Purchaser gives a 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.

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

2.18 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.

2.19 MATERIAL & WORKMANSHIP:

All the materials used in the manufacture of equipment shall be of the best quality obtainable of their respective kinds and whole of the work shall be of the highest class, well finished and of approved design and make. Castings shall be free from blow holes, flaws, cracks or other defects and shall be smooth, close grained and of true forms and dimensions.

2.20 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.

2.21. 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.

2.21 PACKING:

All material should be suitably packed for transportation direct to the consignee and the Supplier shall be responsible for all damages/losses due to improper packing. All boxes shall be marked with the signs indicating up and down sides of the boxes and also unpacking instructions considered necessary by the Supplier. The contents of boxes shall have place marks corresponding to the number in the packing lists to enable easy identification. The prices quoted by the Tenderers shall be deemed to include the cost of packing.

2.22 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.

2.23 TEST CERTIFICATES 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	3 Copies
(ii)	Instruction Book	3 Copies
(iii)	Drawings	3 Copies

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.

2.24 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..

2.25 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 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.

2.26 CIVIL JURISDICTION:

All legal proceedings in connection with the Work Order/Contract shall be subject to the territorial jurisdiction of local civil courts at **Pathankot only**.

2.27 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.

2.28 PLACE(S) OF MANUFACTURE:

The equipment shall be brand new. The tenderer shall state the make, place(s) of manufacture as well as the places of testing and inspection of the equipment offered in his tender. It shall also be stated whether the equipment offered carries ISI: certification mark or not. The material carrying ISI mark will be preferred.

2.29 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.

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

(e) Financial Position

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

2.30 INFORMATION REGARDING LIST OF BANKERS, THE PSPCL 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.

/CPC/PPC/PPC(General).

2.20. 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.

2.31 UNDERTAKING:-

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 liaison agent of any company and that the officers/officials of the PSPCL must deal only with persons directly employed by the Suppliers.

2.32 SPECIAL INSTRUCTIONS:

- i) Incomplete tenders not submitted on the lines indicated above are liable to be rejected without correspondence.
- ii) Request for extending the due date of tenders will be ignored.
- iii) No printed general conditions of Sale attached with the tender shall be accepted.
- iv) Only indigenous offers or such offers in which no PSPCL assistance for import is required would be considered.
- v) The tenderers revising their offer or withdrawing the same within the validity period after opening of the tenders are liable to be ignored/ black listed.
- vi) Comments if any, on the clauses contained in the 'General Terms and Conditions' as well as in the Technical Specification should be offered, while submitting tenders, otherwise it will be presumed that all clauses stipulated therein are acceptable.
- vii) The tender must be accompanied by a detailed and fully dimensioned drawings of the equipment, technical particulars and detailed literature.
- viii) The tender should be accompanied by a reference list of work orders received /executed by the tenderer for the similar equipment :-

Designation and full address of Purchaser	PO no.& date	Quantity and brief description of the equipment	status of Supplies	Remarks
1	2	3	4	5

2.33 REQUIREMENT:

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

2.34 TRAINING FACILITIES:

The successful tenderer will be required to impart training to up to 2 Engineers and two technicians so as to fully acquaint them with operation of the Equipment covered in this tender. The period of training shall be mutually agreed upon and all expenses shall be borne by the Purchaser.

2.35 ASSIGNMENT OR TRANSFER OF CONTRACT:

The contractor 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.

2.36 SUB CONTRACT:

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

*Resident Engineer(op),
UBDC, PSPCL,
Malikpur. Pathankot.*

TECHNICAL SPECIFICATION

3.01 DESCRIPTION OF PROJECT:

1. Upper Bari Doab Canal Hydro Electric Project (UBDC) is located near Pathankot in Punjab. This Project comprises of two stages having three power houses in each stage and total 6 no. machines (3X15MW+ 3X15.45MW).

3.02 SCOPE OF WORK

This specification covers the Supply and commissioning of Ultrasonic flaw detection and thickness measurement machine- 01 No. at UBDC hydel Project Malikpur Pathankot.

3.03 TECHNICAL SPECIFICATION

Test Range : 0-5mm(0.25in) up to 0-10,000mm (400 in.) in steel at 5930m/s
(19455f/s)

Velocity : 1000 - 10,000 m/s continuously variable.

Probe Zero : 0 to 999.999 μ s.

Delay 0-10,000m (400in) in steel at 5930m/s (19455f/s)

Gain 0 to 110dB adjustable in 0.5, 1, 2, 6,10, 14 and 20dB steps.

Receiver bandwidth: 0.2MHz – 20 MHz at 3 dB

Test Modes Pulse , echo and Dual, transmit/receive.

Pulser : Tunable square wave

Pulse width: 50 – 5000ns

Damping 50 and 400 Ohm damping selectable.

Active Edge TM Unique Active Edge Mode for improved near-surface resolution.

P.R.F Adjustable 5Hz to 1kHz. External sync also available.

Screen Update Rate 60Hz

Rectification RF, Full wave, +ve half-wave and -ve half-wave.

Frequency Range 1.0MHz to 14MHz

System Linearity Vertical = 0.5% Full Screen Height (FSH). **Horizontal** +/-0.2% Trace Full Screen Width (FSW).

Reject (Selectable) Up to 80% Linear reject (removes baseline noise without affecting indication amplitude) Or Up to 50% Suppressive reject (increase zero offset and reduces amplitude of all echoes) LED Warning when active.

Units Metric (mm), Imperial (in).

Display : TFT / Color LCD

DAC: Auto DAC plotting option

Gates : 2

Zoom Expands range and delay to cover the area set by Gate 1 start & width controls.

AGC Automatic Gain Control automatically sets the signal in Gate 1 to a level between 10% and 90% FSH, tolerance between 5% and 20%.

Measurement Modes

Mode 1 Signal monitor, Gate alarms can be active but no measurements are displayed.

Mode 2 Depth and amplitude of first signal in gate.

Mode 3 Echo-Echo distance measurements.

Mode 4 Trigonometric display of beam-path, surface distance (including X-offset) and depth of indication from the inspection surface together with echo amplitude. Curved surface correction can be applied for convex and concave surfaces. Half-skip can be indicated on screen.

Mode 5 Gate to Gate distance measurement

Mode 6 Flank to Flank

Mode 7 Beam Angle, calculated from beampath, hole radius and hole centre depth.

Measurement Display Live display and updates on screen at 10 times per second. Large display of a single measurement available.

Waveform Smoothing Select from: i) None (both min and max values are displayed in the A-Scan) ii) Fill (Min values set to baseline value, produces a solid A-Scan) iii) Smooth (min values ignored, produces a clear outline A-Scan).

Auto-Cal Provides automatic calculation of velocity and probe zero from 2 reference echoes. Automatic calibration with two echoes.

Reference Waveform Displays a previously stored A-log in a colour different from the active display: enabling a quick visual check of the differences.

Clock Built in, battery-backed RTC keeps time and date. Visible on the status line, always stored with Panels, A-logs etc.

Internal Memory 4GByte storage

Display Freeze Hold the current waveform on screen for off-line processing.

Help Key Shows software and hardware information.

Language Support : English,

Interface: USB with necessary data acquisition

Accessories: Carry case, Lithium battery with 18 hrs backup Battery can be charged separately, operation manual, essential cables

Charger 250 V olts AC, 50Hz.

Environmental Case sealed to IP67

Temperature Operating -10°C to 55°C

Weight Max 2.5 Kg with battery.

Calibration Standard EN12668-1:2020

Probes: Normal probe

Angle probes of 45°, 60° and 75° along with connecting cables and connectors.

Calibration block: DAC and DSC block

Note : Any other accessories which is not covered above required for complete operation of the Equipment to detect crack/pin hole , measurement of thickness up to 150mm in iron/steel materials is included in the Scope of Supplier.

*Resident Engineer(op),
UBDC, PSPCL,
Malikpur. Pathankot.*

Annexure-A
SCHEDULE OF REQUIREMENT (Un-priced Bid)

Sr. No.	Description	Unit	Qty	GST% age	Other Tax if any
1	Supply of Digital Ultrasonic Flaw Detector with DAC including Digital Flaw Detector with Connectors, Battery, Charger, charger mains cable, angle beam probes, normal probes, T/R probes, cables with connectors, calibration blocks ,User Guide & Calibration Certificate. - Certificate of Conformance - Carry Bag. - UTility & USB cable. - Display Window Cover. - Ultrasonic Couplan complete as per scope of work and technical specification described in Section III above.	Nos.	01		
2.	commissioning of above at site	Job	01		

*Resident Engineer(op),
 UBDC, PSPCL,
 Malikpur. Pathankot.*

Annexure - B

SCHEDULE OF PRICES

Sr. No.	Description	Quantity	Unit ex-works price including P&F (In Rs.)	GST Rs.	Freight & Insurance In Rs.	Total price per unit (4+5+6) in Rs.	Total amount (cl. 3* cl. 7)	Other Tax/ Levies if any Please give detail (in Rs.)	Total FOR destination price in Rs. (8+9)
1	2	3	4	5	6	7	8	9	10
1	Supply of Digital Ultrasonic Flaw Detector with DAC including Digital Flaw Detector with Connectors, Battery, Charger, charger mains cable, angle beam probes, normal probes, T/R probes, cables with connectors, calibration blocks, User Guide & Calibration Certificate. - Certificate of Conformance - Carry Bag. - Utility & USB cable. - Display Window Cover. - Ultrasonic Couplant complete as per scope of work and technical specification described in Section III above,	1							
2	commissioning of above at site	01							

Annexure - C

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 tender as per the format given hereunder. The details shall be exhaustive in all respects.

Sr. No	Clause No.	Page no. of Tender Spec.	Exceptions & Deviations from the tender Spec.	Remarks
--------	------------	--------------------------	---	---------

Certified 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.

No cognizance of the commercial deviations mentioned elsewhere shall be taken.

Date:

For M/s

Place

Signature
(By its constituted attorney)
Seal

ANNEXURE-D

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
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Certified 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.

No cognizance of the technical deviations mentioned elsewhere shall be taken.

Date:

For M/s

Signature
(By its constituted attorney)
Seal

ANNEXURE-E
SCHEDULE OF PAST SUPPLIES

Sr. No.	PO No. & date	Qty. ordered	To whom supplied	Date of supplies as per P.O.	Actual completion date
1.					
2.					

ANNEXURE-F
PERFORMA FOR BANK GUARANTEE
TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER
OF THE APPROPRIATE VALUE NOT LESS THAN RS. 15/-

1. Bank Guarantee No.DatedThe 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

CONTRACT AGREEMENT FORM

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

This contract agreement made thisday of.....in the year.....between the Punjab State Power Corporation Ltd. hereinafter called Purchaser and M/s.....having their Regd. Office atHerein after called 'Contractor' for the supply and delivery /construction ofin 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 form part of this agreement.

This agreement containspages.

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

CONTRACTOR

PURCHASER

*Resident Engineer(op),
UBDC, PSPCL,
Malikpur. Pathankot.*

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