

# Punjab State Power Corporation Ltd.

(Regd. Office : PSEB Head Office , The Mall ,Patiala -147001)  
(Corporate Identity Number : U40109PB2010SGC33813)  
(Office of Resident Engineer/O&M, UBDC, PSPCL Malikpur, Pathankot)  
Phone No. 96461-19091, E-Mail: reubdc@ yahoo.co.in, Web site : www.pspcl.in

## **Notice Inviting Open-Tender**

(through **pspcl.in**)

<b>Department</b>	Resident Engineer/O&M, UBDC, PSPCL Malikpur, Pathankot
<b>Tender Enquiry No.</b>	12/RE/O&M/2024-25 Dated 21-08-2024
<b>Tender Issuing Authority/ Address</b>	Resident Engineer/O&M, UBDC, PSPCL Malikpur, Pathankot
<b>Short Description of Work</b>	<b>Procurement of Painting Material required during annual maintenance of stage I &amp; II of Power Houses Machines under UBDC PSPCL Malikpur</b>
<b>Last Date &amp; Time for downloading the Tender Documents from <u>pspcl.in</u></b>	23-09-2024 upto 05:00 PM
<b>Last Date &amp; Time for Tender submission</b>	24-09-2024 upto 03:00 PM
<b>Tender Opening Date &amp; Time</b>	24-09-2024 at 03:30 PM
<b>Tender fee</b>	NIL
<b>EMD</b>	Less than 5 Lacs – Nil, 5 lacs and above- @2% of tender value. ( See clause 2.13)
<b>Payment Mode</b>	BA-16 or Bank DD Payable at Pathankot
<b>Payment in favour of</b>	Resident Engineer/O&M, UBDC, PSPCL Malikpur, Pathankot.

**NOTE:** Tender Specifications along with detailed terms and conditions can be downloaded from Web-site: <https://www.pspcl.in> or can be received from the office of **Resident Engineer/O&M, UBDC PSPCL Malikpur (Pathankot)** on any working day up to the date prescribed above.

It is informed that in case the tender process is not completed due to any reason, no corrigendum will be published in newspapers. Details regarding corrigendum may be seen on PSPCL's official website [www.pspcl.in](http://www.pspcl.in).

  
**RESIDENT ENGINEER/O&M**  
**UBDC PSPCL MALIKPUR**

## SECTION – I

### GENERAL INSTRUCTION TO THE TENDERERS

#### **1.00 GENERAL INSTRUCTIONS TO BE OBSERVED BY THE TENDERERS**

##### **1.01 GENERAL:**

1. 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 tender must be completed in all respects.
- (ii) In case of manual Tendering
  - a) Tender shall be submitted in duplicate and all copies shall be separately tagged and clearly marked as 'Original' & 'Duplicate'.
  - b) Quotations received by email/ fax will not be accepted..
  - c) In case of tender quoted is more than Rs. 5 lac the tender shall be accompanied with earnest money.
2. The Officer inviting Tenders, Contracting/Purchasing Agency/PSPCL (herein after referred to as "purchaser") reserves the right to modify the schedule of requirements, technical particulars and the specifications at any time before the opening of the Tender enquiry and to place the order as a whole or in parts, and to reject any or all the Tenders received without assigning any reasons. He will not be responsible for expenses or losses that may have been incurred by the bidder in the preparation of it's Tender and nothing shall be paid on this account
3. In case of Tenders processed manually, Quotation/Tenders should be enclosed in double covers both addressed to Resident Engineer, UBDC Circle, PSPCL, Malikpur Pathankot. Both (inner & outer) covers shall be sealed and superscripted with Tender No. as given in Tender specification/ NIT along with the Tendered item and date of the opening of Tender enquiry.
4. Quotations/Tenders shall be received in the office Resident Engineer, UBDC Circle, PSPCL, Malikpur Pathankot up to (the date and time specified in the NIT/specification) and shall be opened on (the date and time specified in the NIT/specification) in the presence of bidders or their authorized representatives who wish to be present. In case the due date of opening of the Tender enquiry happens to be a holiday, then the Tenders shall be received and opened respectively on the next working day.

Note :-

**In case any dispute arises while opening the tender then to sort out the dispute, concerned CE shall be the competent authority.**

##### **1.02 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.

### **1.03 QUALIFYING CRITERIA**

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

- (i) The Bidder should have valid Permanent Account Number (PAN) / GST No and should submit the same along with tender.
- (ii) The tender of the firm not accompanied by the above mentioned details/documents shall not be considered.

Prequalification, wherever incorporated in a tender, shall be based entirely upon the capability and resources of prospective bidders to perform the particular contract satisfactorily. The following minimum requirements shall be incorporated individually or collectively, as applicable:

a) Supply experience and past performance of similar contracts for at least past two financial years. The value of POS to be counted towards work experience shall be as under:

i) Three similar complete orders each costing not less than 40% of the estimated cost of tender

OR

ii) Two similar completed orders each costing not less than 50% of the estimated cost of tender

OR

iii) One similar completed order each costing not less than 80% of the estimated cost tender.

b) The average annual turnover over the last 3 financial years should be at least 30% of the estimated cost of the tender.

  
**RESIDENT ENGINEER/O&M**  
**UBDC PSPCL MALIKPUR**

**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 5 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.
- (iv) 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.

(v) 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 ,Pathankot**

#### **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 livable 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.

## **2.08 DELIVERY SCHEDULE**

### **a) For Supply:-**

Material required at UBDC Project shall be supplied within **45 days** from the date of issue of contract.

## **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.

## **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/O&M 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 Punjab 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 tenderers 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 Superintending Engineer/ UBDC Circle, 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 tenderers 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 misstatement 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 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/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 up to 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 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 36 months from the date it is taken over by the purchaser or 42 months from the date of receipt of material in respect of indigenous equipment or 48 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 up to 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.

#### **2.22 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.

#### **2.23 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.

#### **2.24 TEST CERTIFICATES IF APPLICABLE:**

The Supplier/Contractor shall be required to furnish to the Purchaser/consignees, test certificate wherever necessary.

#### **2.25 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.

## **2.26 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.

## **2.27 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**.

## **2.28 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 up to 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.

**2.29 REQUIREMENT:**

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

**2.30 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.



**RESIDENT ENGINEER/O&M  
UBDC PSPCL MALIKPUR**

**SECTION-III**  
**TECHNICAL SPECIFICATION AND SCOPE OF SUPPLY**

**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)

**Technical specifications**

**Enamel Paint**

- Brand :- Asian/nerolac/Shalimar/Berger paints.
- Colour:- Red/blue/green/black/white/yellow and goldenbrown, 1 ltr packing required.
- Colour:- light grey and dark grey 20 ltr packing required.
- Form :- Liquid

**Tarpen oil**

- Physical state :- Liquid
- Colour :- Water White
- Clarity :- Clear
- Specific gravity at 30° C :- 0.785
- Water solubility :- Insoluble


**Painting brushes of good quality.**

**Black epoxy paint**

- Make:- Asian/nerolac/Shalimar/Berger paints.
- One combination consist of (15 ltr epoxy black with 5 ltr hardner)

**Red oxide primer**

- Packing of 1 ltr is required
- Make:- Asian/nerolac/Shalimar/Berger paints.

  
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**UBDC PSPCL MALIKPUR**

## Schedule of prices

### Annexure – A

Sr . N o.	Schedule of material required	Make	HSN code	QTY.	COST PER UNIT	Total cost	GST RAT E (%)	TOTAL COST WITH GST
	<b>a</b>		<b>b</b>	<b>c</b>	<b>D</b>	<b>e = c x d</b>	<b>f</b>	<b>g = e + e*f/100</b>
1	Enamel paint Red, 1 ltr pack			30 ltr				
2	Enamel paint Blue, 1 ltr pack			30 ltr				
3	Enamel paint Green, 1 ltr pack			15 ltr				
4	Enamel paint Black, 1 ltr pack			30 ltr				
5	Enamel paint White, 1 ltr pack			15 ltr				
6	Enamel paint Light grey 20 ltr pack			300 ltr				
7	Enamel paint Dark grey 20 ltr pack			120 ltr				
8	Enamel paint Yellow, 1 ltr pack			15 ltr				
9	Enamel paint Golden brown, 1 ltr pack			15 ltr				
10	Red oxide primer, 1 ltr pack			30 ltr				
11	Black EPOXY paint			300 ltr				
12	Thinner, 1 ltr pack			90 ltr				
13	Painting brushes 2 inch			60 No.				
14	Painting brushes 3 inch			60 No.				
15	Painting brushes 4 inch			60 No.				

**Note:-**

- i. Material should be of the best grade available in the market
- ii. The make should be clearly mentioned in the quotation.



# **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. hereinafter called Purchaser and M/s.....having their Regd. Office at .....Herein 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 form 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**