

open Tender Enquiry No. **8/RSD/O&M/2024-25**

 Date: **11/11/2024**

To

 REGD: As overleaf

 Memo No. 2498/2504 O&M-4573

 Date: **11/11/2024**
Sub: Procurement of detachable scaffolding set for Ranjit Sagar Power Plant.

You are requested to quote your lowest competitive rates for the following item at the earliest. Bid must be received in the office of Dy. CE/O&M Circle, RSD, PSPCL, Shahpurkandi - 145029 on or before **09/12/2024 at 14:00 Hrs.** and same shall be opened on dated **09/12/2024 at 15:00 Hrs.** Tender can be sent through post/ courier or in person by authorized representative.

• **SUBMISSION OF TENDER:** Tender shall be submitted in two parts i.e PART-I & PART-II along with forwarding letter in outer envelope stating that price bid is enclosed in second inner envelope only:

A) **Part-I:** Prequalifying documents as per Sr. no.1 of terms and conditions should be enclosed in first inner envelope.


B) **Part-II:** Price bid to be enclosed in second inner envelope after quoting rates.

PRICE BID

S.N	Description of Detachable Scaffolding	Qty.	Rate	Amount
A	Mild Steel Tube Pipe – Class Medium			
1	Standard (40NB, 48.3 OD, 3.2 mm thickness, 3 m Length)	66 Nos.		
2	Ledger (40NB, 48.3 OD, 3.2 mm thickness, 1.5 m Length)	265 Nos.		
3	Base Jack (2 ft.)	66 Nos.		
4	Joint Pin (300 mm)	55 Nos.		
5	Challi (6ft x 21 Inch)	25 Nos.		
B	Freight Charge & Insurance Charges (if any)			
C	GST...@%			
D	Grand Total			

NOTE:

- Standard tolerance shall be as per relevant IS.
- F.O.R. should be Shahpurkandi.



Dy. Chief Engineer
O&M Circle, PSPCL,
RSD, Shahpurkandi.

11/11/24

TERMS AND CONDITIONS

1. **PREQUALIFYING CRITERIA:** Firm should submit copies of following documents in first envelope (**PART-I**):
 - A) GST document as per GST act.
 - B) PAN document.
 - C) Firms shall be registered/ enlisted with PSPCL/ PWD/ MES/ Railways/ NTPC/ BBMB/ PSTCL or other such govt/ central govt organization.
2. **PRICE:**
 - (i) The unit rates shall be quoted F.O.R. destination: S&T Store, PSPCL, Shahpurkandi at any Railway Station in Punjab/PSPCL Railway siding, where ever existing or at the stores of PSPCL 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. NOTE: (not to form part of specification). Initially the cost can be worked out by either comparison with existing rates/market price or any other feasible means and there after these prices should be regularly updated in accordance with the relevant indices, just to have the rough estimate of market prices. 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**'.
3. The prices for delivery at Shahpurkandi by road should be quoted and should be valid for 120 days from the date of opening of tender/quotation.
4. Delivery of material is required to be made within 45 days from the date of receipt of purchase order at AEE/S&T Store, Shahpurkandi.
5. **INSPECTION AND TEST:**
 - a) PSPCL shall inspect, examine and test the equipment/material through its official (s) and/or through an outside agency nominated by the PSPCL at the manufacturer's/ supplier's work, during or after the manufacture of goods prior to dispatch, on receipt of clear notice of minimum two weeks in advance, to be reckoned from the date of receipt by the purchaser. The supplier/Contractor shall provide all facilities as may be required to carry out the test in accordance with approved standards free of cost.
 - b) 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. 38 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.

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

- 7. PAYMENT:** 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.

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.

8. 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. Tenderers exempted from EMD upto Rs. 5.0 Lacs will have to submit security deposit for Purchase Orders valued above 1.0 Lacs.

- (ii) Ordinarily the Earnest Money received against Tenders shall be converted into Security Deposit. If the amount of earnest money received against Tenders is more than the amount of Security Deposit required against the Purchase Order/Contract, the balance shall be refunded within one month of the finalization of the Tender enquiry and in case of shortfall, if any, the Contractor/Supplier shall be required to deposit the additional amount.
 - (iii) The Tenders having Permanent Earnest Money Deposit (PEMD) of Rs. 25 lacs (Rs. Twenty Five Lacs) with PSPCL and hence exempted from depositing Earnest Money with Tenders, shall also be required to submit security Deposit @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.
 - (vi) In the event of default on the part of the Contractor/Supplier in the faithful execution of Purchase Order/Contract his Security deposit shall be forfeited by an order of the Contracting/Purchasing Agency under intimation to o/o CE/IT who shall get the same uploaded & displayed on website of PSPCL. The forfeiture of Security Deposit shall be without prejudice to any other rights arising or accruing to the Board under relevant provisions of the purchase Order/Contract like penalty etc. including suspension of business dealings with PSPCL for a specific period.
9. **PENALTY:** 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.**
10. **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 provision shall equally apply to the material so replaced/repared by the Supplier/Contractor under this clause in case the same is again found to be defective within 12 months of its replacement/repair.

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

- 11. FAKE INSPECTION CALLS:** The purchasing authority will get the material inspected and issue dispatch instructions within 20 days of the date of receipt of call offering the material for inspection or date of readiness of material, whichever is later. In case date of readiness is not mentioned in the offer letter, then date of receipt of call shall be considered as date of readiness of material. In case the inspecting officer finds on arrival at the supplier's premises that the material less than 80% of the quantity offered in the inspection call is ready for inspection or material of the firm is rejected during testing/inspection, then the call shall be treated as fake call and the firm shall be responsible to pay fake call charges @ 10% of the value of the offered lot calculated as per P.O. rate subject to a maximum of Rs. 30,000/- per such occasion. Besides this, a letter of warning shall be issued and it shall be counted towards their 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.
- 12. CANCELLATION OF PURCHASE ORDER:** 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.
- 13. 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.
- 14. 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.
- 15.** If required the negotiation shall only be held with the lowest Tenderer.
- 16.** The purchaser reserves the right to inspect the material before dispatch firm's premises. The supplier/ contractor shall provide all facilities free of cost for carrying out necessary tests/inspection.
- 17.** If the date of opening of Tender happens to be holiday, the tenders shall be received and opened on the next working day at the same time.
- 18.** Any deviation from the specifications shall be rejected.
- 19. NEGLIGENCE & 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 time frame considered to be reasonable by the purchaser, the business dealings shall be suspended/ terminated with the firm by the purchaser for a minimum period of three years or in extreme cases, the firm shall be blacklisted forever by the purchaser.


Apart from the suspension/termination of business dealings/blacklisting of the supplier/contractor, the purchaser shall also forfeit the security & other pending payments of the Purchase Order/ Contract against which the supplier has defaulted, in addition to PEMD/EMD lying with the concerned organization.

Recoveries of any dues relating to Purchase order under which supplier/ contractor has defaulted shall be made from pending amount of any purchase order/work order/contract of the firm or any security/EMD or PMED lying with PSPCL.

20. 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.
21. 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.
22. If any dispute arises between the contractor and the In-charge of the work, the decision of Dy. Chief Engineer/ O&M Circle, RSD, PSPCL, Shahpurkandi will be final and binding on both the parties.
23. All legal proceedings in connection with this case will be subject to the jurisdiction of the local courts at Pathankot.
24. The tenders must be complete in all respects. Conditional, incomplete or not properly sealed tenders and tenders received late due to any reason what so ever will be rejected, if it is not in line with PSPCL Purchase Regulation.
25. Tenders shall be signed by the owner or person holding power of attorney by him to do so. Necessary documents in support thereof should be enclosed with bid at the time submission, failing which tender may not be considered.
26. Tender which proposes any alternation in the supply of material specified in the Tender Specification, or in time allowed for supplying the material or which contains any other terms & conditions of any sort will be liable to rejection.
27. **ALL CUTTINGS/CORRECTIONS TO BE INITIALLED:** Each page of the tender document including the schedule of quantity and bid drawings be signed and dated by tenderer in ink as a token of his having examined at the same. Any correction in the rates quoted in the schedule of quantities shall also be signed with date by tenderer before submitting the tender. All corrections and additions or pasted slips should be initialed by the contractor. Non-compliance with these' conditions will make the tender liable to rejection.
28. **OCTROI AND OTHER DUTIES:** No octroi charges shall be paid extra.

29. **POST TENDER MODIFICATIONS:** No modification to the bid shall be made by the bidder after opening of the bids unless specifically requested by PSPCL. The earnest money of any bidder who modifies after opening, without any specific reference from PSPCL shall be forfeited without any further reference to the bidder and he shall be liable to further action like suspension of business dealing/blacklisting.
30. Any firm which at the time of opening of the Tender enquiry, falls in any of the following categories, shall be regarded as defaulter and shall not be eligible for participation in any new Tender enquiry for a period of three years from the date of issue of Purchase Order in which it has defaulted:
- The Firm is a defaulter for the supply of 35% or more quantity on the date of expiry of the Contractual Delivery Period for the total ordered quantity.
 - The Firm is a defaulter for the supply of any quantity for more than 6 months from the date of expiry of the Contractual Delivery Period for the total ordered quantity.
- This clause shall be applicable item wise (all types, sizes and ratings) against which the firm has become defaulter under the above said conditions.
31. Telegraphic quotations will not be accepted.
32. The quotation should be sent **on letter head of the firm duly typed.**
33. GST/TDS will be deducted as applicable.
34. GST number and PAN number should also be supplied with the quotation.
35. Insurance & transportation of material will be borne by the firm.
36. Detailed Purchase Order-cum-contract agreement issued in accordance with agreed terms and conditions and accepted/acknowledged by the firm, shall itself form a valid contract along with subsequent amendments, if any, and shall be construed and operated as such in terms of the Indian Contract Act, 1872, amended upto date.
37. **Any other conditions as per PSPCL Purchase Regulation will also be applicable.**


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RSD, Shahpurkandi

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