

REGD. OFFICE: PSEB HEAD OFFICE, THE MALL PATIALA-147001
Corporate Identity No.U40109PB2010SGC033813, Website: www.pspcl.in
O/o Resident Engineer ,Shanan Power House, PSPCL,
Joginder Nagar. Distt.:- Mandi (H.P)-175015
Mob No.:-097360-37393, Tele-Fax:- 01908-222085.
E-mail:- re.shananpowerhouse@gmail.com

(OPEN TENDER)

SUB:- Enquiry No. 14 /RE/Shanan/2023-24 for procurement of Duster cloth & Cotton waste for Shanan Power House PSPCL Joginder Nagar (HP) during FY 2023-24.

Memo No: 2936/37 /

Dated: 15-9-2023

Dear Sir,

Please quote your lowest price(s) F.O.R. Joginder Nagar Distt. Mandi (HP) per road/goods transport inclusive of packing & forwarding charges with particulars of price and date of delivery for the goods detailed. The quotation should be submitted in sealed envelope super scribed "Quotation for Enquiry No. 14/RE/Shanan/2023-2024 & must reach this office duly addressed to the undersigned on or before 15-10-23 by 11:00 AM and shall be opened on the same date at 11:30 AM in the office of under-signed in the presence of contractor who may happen to be present at the time of opening of quotation.

S.No.	Description	Qty/Unit	Rates	Amount
1.	Duster Cloth	1500 Mtr.		
2.	Cotton Waste	500 Kg.		
	Gst			

Terms & Conditions:-

- 1) The tender shall be received and opened at the same time on the next working day in case the scheduled date happens to be a holiday.
- 2) Conditional tenders telegraphic through telex, fax tenders, tenders not on prescribed forms or tenders without earnest money shall not be accepted.
- 3) The undersigned reserves the right to reject any or all tenders without assigning any reason.
- 4) The tender should be valid for at least 120 days.
- 5) The contractor/firm will mention his **PAN & GST No.** while submitting their documents.
- 6) Any discount on the quoted price or discount offered after opening of the tender will lead to the rejection of tender.
- 7) The material shall have to be supplied within **90 days** after receipt of the purchase order.
- 8) **PENALTY FOR DELAY IN DELIVERY**
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 @ 1/2 % (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.

9) **GOODS AND SERVICE TAX:**

GSTIN registration No. is:- 02AAFCP5120Q1ZE (Resident Engineer,Shanan PH.,PSPCL, Joginder Nagar

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 _____.
- i) In case the GST is applicable and is required to be paid extra as referred to Para-(i) above, the tenderer should clearly indicate HSN code of item along with present rate (in percentage) applicable to their company.
 - ii) The maximum rate (in percentage) up-to which the GST may become leviable/ payable under the prevailing Rules & Regulations applicable to their company, should also be clearly indicated in their tender.
 - iii) In case the GST is applicable /payable, necessary certificate of GST claimed / GST Gate Pass duly authenticated by the authorized representative of GST Authorities, shall however, be furnished by the supplier along with each consignment. The supplier should, therefore, clearly indicate in their tender that whether such GST Gate Passes/Certificates shall be furnished by them or not.
NOTE: The firms indicating nil or concessional rate of GST in their tenders (if any) will have to absorb GST up to the full rate applicable at the time of tendering.
 - iv) FURTHER any loss due to non-availability of ITC or levy of penalty/ interest payable by PSPCL on account of non-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.
 - v) Further GST at applicable rates on principal supply shall be payable on Freight and Insurance.
 - vi) Any other statutory tax (**TDS under GST** or any other)/levy if applicable will be recoverable as per rule.

10) **TERMS OF 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 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.

11) **EARNEST MONEY DEPOSIT (EMD)**

- i) Tender Cost - NIL
- ii) The Tenderer shall be required to submit Earnest Money at the following rates in the form of Punjab State Electricity Board cash receipt/Demand Draft/E-payment along with the Tenders:-

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

12) **WARRANTY:**

The supplier/contractor shall be responsible to replace free of cost with no transportation and insurance expenses to the purchaser up to the destination of material/equipment, the whole or any part of the material; which under normal and proper use and maintenance, proves defective in material or workmanship within 12 months from the date 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 effected 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 /repaired by the supplier/contractor under this clause, in case the same is again found to be defective within 12 months of its replacement /repair."In case the replacement/repair of defective material is not carried out within six months of intimation of defects, the supplier/Contractor shall have to pay interest @ 12% per annum on the value of each complete operational unit of equipment beginning from the date its becoming defective upto date of its re-commissioning after the replacement/repair.

13) **INSPECTION & 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.
- c) 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.

14) **SECURITY DEPOSIT:**

The successful bidders 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 order value rounded off to a multiple of Rs.'10' – on the higher side. Tenderers exempted from LMD upto Rs. 5.00 lacs will have to submit security deposit for Purchase Orders valued above 1.00 lacs.

15) **JURISDICTION:**

All legal proceedings in connection with this Purchase Order/Contract shall be subject to the territorial jurisdiction of local civil courts at Joginder Nagar only.

16) **ARBITRATION CLAUSE :-**

- (a) If at any time any question, dispute or difference, whatsoever, shall arise, between the purchaser/Buyer and contractor/supplier, 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 by a nominee of the purchaser /PSPCL, who shall give a reasoned/speaking award. The award of the Sole Arbitrator shall be final and binding on the parties under the provision of the Indian Arbitration Act, 1966 and the rules thereunder. 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/work order. It will not be objectionable if the sole arbitrator is an officer of the PSPCL and he has expressed his views on all or any of the matters in question of dispute or difference.
- (b) Upon every or any such reference, the cost of and incidental to reference and award respectively shall be in 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 and shall direct by whom and to whom and in what manner the same is to be borne and paid.
- (c) The Work under such contract shall, if reasonably possible, continued during the arbitration proceedings and no payment due or payable by the purchaser/PSPCL shall be with-held on account of

- 17) All other terms & conditions of the Purchase Regulation -2017 will be applicable.



Resident Engineer,
Shanan Power House,
PSPCL, JoginderNagar.

- CC:-1. S.E./Shanan.PH, PSPCL, JoginderNagar
2. A.O./P&A, U. DC, Malikpur (PTK)