

GENERAL TERMS AND CONDITIONS  
E-TENDER & CONTRACT AGREEMENT

**1.1 SUBMISSION OF TENDERS:**

Notwithstanding anything contained to the contrary in the specifications of tenders or in subsequent exchange of correspondence, these conditions of contract shall be binding on the contractor and any change or variation expressed or implied, however, made in the said conditions shall not be valid or operated unless expressly approved by the competent authority. The contractor shall be deemed to have fully informed himself and to have special knowledge of the provisions of the conditions of contract herein contained.

The following instructions must be carefully observed by all tenderers. Quotations/tenders not strictly in accordance with these instructions will be liable to be rejected. Failure to comply with any of the instruction or to offer explanation for non-compliance is likely to render effective comparison of the tender as a whole impossible and may lead to rejection of an otherwise apparently lowest offer.

- i) The tender must be completed in all respects.
- ii) Telegraphic/Tele fax/Telex quotations will not be accepted. The received tenders shall be assumed as agreed to all the terms & conditions of floated tender enquiry.
- iii) The tender/quotation shall be submitted in separate 03 parts, First part shall contain the EMD, the second part should contain all the required documents of vehicle, owner/firm, valid permits etc. and the third part shall contain the price bid/ rate quotation.  
Only on success execution of part 1 and 2, the third part shall be opened for tenderer. In case the deposit of Earnest Money is in accordance with the terms of Notice inviting Tender only then the second part containing the tender shall be opened and subsequently the third part be opened after part-2. EMD shall be deposited by bidder through online mode as per procedure of e-tender.
- iv) Quotations/Tenders shall be received by due date and time given in the Tender Notice only and shall be opened by the committee at the given time in the presence of tenderers or their authorized representatives who may like to be present. In case due date of opening tenders happens to be a holiday, tenders shall be received and opened at same time/ hours on the next working day.

**1.2 TENDERS TO BE INVALIDATED**

The tenders must be complete in all respects. Conditional, incomplete or not properly sealed tenders and tenders received late due to any reason whatsoever will be rejected.

### **1.3 SIGNING OF THE TENDERS**

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 of submission, failing which tenders may not be considered.

### **1.4 EARNEST MONEY:**

- i) The amount of **Rs. 22,600** /- shall require to be deposited by tenderer.
- ii) In case of successful tenders earnest money shall be converted into security deposit excess to be refunded and shortfall to be paid by the contractor within 7 days of issue of allotment order.
- iii) In case of tenders not accepted, the Earnest Money shall be refunded as per procedure of e-tender.
- iv) Tenders without Earnest Money shall not be entertained/opened.

### **1.5 Issuing purchase Allotments:**

It is clearly stated that this office reserves right to issue a single purchase order or multiple orders as per requirements. The purchase orders may be issued for any single item/ material or whole the items/ material.

### **1.6 ALL CUTTING/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 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.

### **1.7 RIGHT TO REJECT ALL OR ANY TENDER:**

The officer inviting Tenders/contracting agency/PSTCL reserves the right to reject any or all the tenders/without assigning reasons. He will not be responsible for and will not pay any expenses or losses that may be incurred by tenderer in preparation of the tender. The tender issuing office also reserves the right to change the quantity and/or cancel the tender at any stage before allotment of work/ allotment order.

### **1.8 VALIDITY OF TENDERS:**

The tenders and rates of tenders as submitted should be valid for acceptance for at least 120 days from the date of opening of part-3 of tender.

### **1.9 SIGNING OF CONTRACT**

In the event of tender being accepted an intimation shall be given to the contractor, who shall thereupon attend office of Accepting officer to sign copies of the specification and other documents and to execute the contract agreement within specified dates of issues of such intimation failing which acceptance of his tender shall be cancelled and his earnest money will be forfeited. No Payment will be released unless the agreement has been signed.

## 1.10 OPENING OF TENDER

The Competent authority will open tenders on due date, time & place in the presence of any or all the tenderers or their authorized representative on the production of letter of authority, who may like to be present at the time of opening of the tender and they will append their signatures in the tender register in token of their presence.

## 1.11 GOODS AND SERVICE TAX:- PSTCL is registered centrally in the state under GSTIN 03AAF4714J1ZK

1) 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.

2) 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 PSTCL has been/shall be paid to the GST Authorities.

3) Certified that the goods, on which GST has been charged have not been exempted under GST Act or the rules made there-under and that the GST charged on these goods is not more than what is payable under the provisions of relevant act.

4) Certified that we shall indemnify the PSTCL 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.

5) 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/Certificate 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 PSTCL on account of non-filing of return or non-compliance of 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.

#### **1.12 TERMS OF PAYMENT**

Payment shall be made as per rules and regulations of PSTCL.

#### **1.13 FORCE MAJEURE**

During the pendency of the Contract/Allotment Order, if the performance in whole/part by either party or any obligation there under, is prevented/delayed by causes arising out of any war, hostility, civil commotion, acts of public enemy, sabotage fire, floods, explosions, epidemics or non-availability of Government controlled raw material under Orders/ Instructions of Central/ State Government regulations, strikes, lockouts, embargo, act of Civil/Military Authorities of any other causes beyond their reasonable control, neither of the 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.

#### **1.14 RATES**

The rates for providing the vehicle as per DNIT are allowed as per minimum market rates. Contractor shall fill per unit the rates & applicable GST tax in the Performa annexed at Annexure B. All the rates shall be firm & **FOR Destination** for **220KV s/s GGSSTPP, Ropar**. The rates shall be deemed valid for at least 120 days from date of opening of part-3 of tender enquiry. The details in Annexure-A shall require to be understood and comply with before quoting any rates. Conditional tenders are liable to be rejected. All received tenders shall be assumed being agreed to all the terms & conditions of DNIT/ tender enquiry.

#### **1.15 D.D.O.**

The copies of bill shall be sent directly to the o/o AEE/ Grid Const. Sub-Division, PSTCL, Patiala or o/o Addl. SE/ Grid Const. Division, PSTCL, Patiala. The said office(s) will verify the bills. Only in case of successful verification w.r.t. received material, the bills shall be processed and Payment shall be released by A.O./Grid Construction circle, PSTCL, Ludhiana as per terms and conditions of payment clause/ rules and regulations of PSTCL (amended from time to time).

#### **1.16 PENELTY/DAMAGES FOR DELAY IN EXECUTION OF WORK**

If the contractor fails to complete the work within the stipulated period of the Contract, the same is liable to be charged as per prevalent rules of PSTCL. If the bidder fails to complete the scope of work within the stipulated period of the contract, the same is liable to be rejected and if accepted the bidder shall be liable to pay as penalty charges a sum of Rs. 0.5% (half of one percent) of the cost of incomplete portion per week of delay or part thereof, not exceeding maximum limit of 10% of the cost of complete unit of uncompleted part so delayed.

#### **1.17 CANCELLATION**

The Purchaser reserves the right to cancel/amend or alter this order without assigning any reason what so ever at any time before the allotment of any order.

## 1.18 CHANGES

No variation or modification whatsoever of any of the terms and provisions shall be valid unless mutually agreed upon in writing by both the parties i.e. PSTCL and contractor.

## 1.19 The Rates should be quoted in the format Annexure B enclosed.

1.20 Tenderers will have to comply with all the rules and regulations under Factory Act, Labour Laws, Industrial dispute act, EPF act, Bonus Act, retrenchment compensation and all other applicable laws/ acts etc.

1.21 **Delivery Schedule-** Maximum time period for complete delivery shall be allowed as 45 days from the date of purchase order.

1.22 **Inspection of material before supply-** It is made clear that the sample of all types of clamps are required to be pre-inspected from the PSTCL before supplying the same at site. The inspection officer (nominated by PSTCL) shall check the samples and approve the same for supplying to site in case of inspection results found satisfactory. In case, the sample fails, the liability shall be of bidder only to re-call the inspection after rectifications. However, no material shall be deemed valid for supply before inspection at premises of bidder.

## 1.23 CIVIL SUIT/ JURISDICTION

All legal & Arbitration proceedings in connection with the Allotment Order/Contract shall be subject to the territorial jurisdiction of the Local Civil Courts at Patiala.

1.23 Please note that the tenders against this tender enquiry are being invited **through e-tendering mode**. In case of any clarification the prospective bidders may contact this office or M/s GePNIC as mentioned on the PSTCL website (<https://eproc.punjab.gov.in/nicgep>) well in time before the due date for submission of tender.

**Tender specification can only be downloaded from website (<https://eproc.punjab.gov.in/> and no hard copy of the same will be issued by this office.**

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**Addl. SE/ Grid Const. Division,  
PSTCL, Patiala.**

## Annexure -'A'

### **Specifications of the required clamps-**

PSTCL requires the following type of clamps/ connectors-

- 1. Double Groove clamps for 220KV Isolators-** These clamps must be compatible with the existing 220KV isolator switches already erected at 220KV s/s GGSSTPP, Ropar. The double grooves of the clamps should be suitable for ACSR Moose 0.5” Conductor. These clamps must be capable for flowing regular minimum 2500A current at 220KV voltage rating at ambient temperature of 60 degree centigrade. The clamps must be of sufficient mechanical strength for installation and operation as required w.r.t. electrical current/ voltage specifications. Bidders are advised to get the site checked for compatibility with the existing isolators.
- 2. Double Groove clamps for 220KV Breakers-** These clamps must be compatible with the existing 220KV SF6 Circuit Breakers (CGL Make) already erected at 220KV s/s GGSSTPP, Ropar. The double grooves of the clamps should be suitable for ACSR Moose 0.5” Conductor. These clamps must be capable for flowing regular minimum 2500A current at 220KV voltage rating at ambient temperature of 60 degree centigrade. The clamps must be of sufficient mechanical strength for installation and operation as required w.r.t. electrical current/ voltage specifications. Bidders are advised to get the site checked for compatibility with the existing breakers.
- 3. Double Groove clamps for 220KV CTs-** These clamps must be compatible with the PSTCL purchased 220KV CTs. The double grooves of the clamps should be suitable for ACSR Moose 0.5” Conductor. These clamps must be capable for flowing regular minimum 2500A current at 220KV voltage rating at ambient temperature of 60 degree centigrade. The clamps must be of sufficient mechanical strength for installation and operation as required w.r.t. electrical current/ voltage specifications. Bidders are advised to get it checked for compatibility with the 220KV CTs (available at disposal of AEE/ Grid Const. S/D, PSTCL, Patiala).
- 4. Double Groove clamps for 220KV L&E (Line and Earth) switches-** These clamps must be compatible with the PSTCL purchased 220KV Line and Earth Switches. The double grooves of the clamps should be suitable for ACSR Moose 0.5” Conductor. These clamps must be capable for flowing regular minimum 2500A current at 220KV voltage rating at ambient temperature of 60 degree centigrade. The clamps must be of sufficient mechanical strength for installation and operation as required w.r.t. electrical current/ voltage specifications. Bidders are advised to get it checked for compatibility with the 220KV Line and Earth Switches (available at disposal of AEE/ Grid Const. S/D, PSTCL, Patiala).
- 5. Double Groove clamps for 220KV LA-** These clamps must be compatible with the PSTCL purchased 220KV LAs. The double grooves of the clamps should be suitable for ACSR Moose 0.5” Conductor. These clamps must be capable for flowing instantaneous minimum 2500A current at 220KV voltage rating at ambient temperature of 60 degree centigrade. The clamps must be of sufficient mechanical strength for installation and operation as required w.r.t. electrical current/ voltage specifications. Bidders are advised to get it checked for compatibility with the 220KV LAs (available at disposal of AEE/ Grid Const. S/D, PSTCL, Patiala).
- 6. Boltless C-wedges/ connectors for connecting Moose to Tarantulla conductor-** These clamps must be compatible as per requirement of the PSTCL to connect the ACSR 0.5” MOOSE with existing busbars of Tarantulla ACSR conductor. These clamps must be boltless

and like C-wedges clamps connectors which are fixed and required no maintenance. Each clamp/ connector must be capable for flowing regular minimum 1250A current at 220KV voltage rating at ambient temperature of 60 degree centigrade. The clamps must be of sufficient mechanical strength for installation and operation as required w.r.t. electrical current/ voltage specifications. Bidders are advised to get it checked for compatibility with the 220KV Busbars (available at site of 220KV s/s GGSSTPP, Ropar) and Moose ACSR 0.5” (available at disposal of AEE/Grid Const. S/D, PSTCL, Patiala).

### **Tentative required quantity -**

<b>Sr. No.</b>	<b>Job Details/ Description</b>	<b>Qty.</b>	<b>Unit</b>
1	<b>Double Groove clamps for 220KV Isolators</b>	<b>106</b>	<b>No.</b>
2	<b>Double Groove clamps for 220KV Breakers</b>	<b>26</b>	<b>No.</b>
3	<b>Double Groove clamps for 220KV CTs</b>	<b>26</b>	<b>No.</b>
4	<b>Double Groove clamps for 220KV L&amp;E (Line and Earth) switches</b>	<b>26</b>	<b>No.</b>
5	<b>Double Groove clamps for 220KV Lightning Arrestors</b>	<b>13</b>	<b>No.</b>
6	<b>Boltless C-wedges/ connectors for connecting Moose to Tarantulla conductor</b>	<b>106</b>	<b>No.</b>

- The above listed quantity is totally tentative. The final quantity may increase or decrease as per requirement of PSTCL before placement of final purchase order to anyone. Bidders are advised to quote the rates considering it the tentative quantity only.

### **NOTE:-**

- I. The charges shall be paid for actual quantity for supplied material as per verification by the Er. In incharge.
- II. All other terms and conditions, rules and regulations etc. of PSTCL purchase regulations (amended from time to time) shall be applicable, which are not specifically mentioned in NIT.

**Other general conditions-**

- 1 The quotation should be completed in all respect. Incomplete tenders or telegraphic tenders are liable to be rejected.
- 2 Suppliers should be registered under GST Act. GST Number must be mentioned on the bills.
- 3 The rates should be valid for 120 days from the date of opening of tenders.
- 4 This offices reserves the right to Place order for any item in full or a part therefore indicated in this tender notice and to reject any or all tenders received without assigning any reason.
- 5 The payment shall be approved/ done for actual done site work. The quantities listed in the tender enquiry may differ as per actual site conditions.
- 6 Conditional tenders are liable to be rejected. All received tenders shall be assumed being agreed to terms & conditions of tender enquiry.
- 7 This office reserves the right to change the above quantity and/or cancel the tender at any stage before the placement of Allotment/work order.
- 8 Others terms & condition are applicable as works/purchase regulation subject to amendment time to time.
- 9 No variation or modification what so ever of any the terms and provisions shall be deemed valid unless mutually agreed upon in writing by the both the purchase and the supplier.
- 10 The contractor shall himself be responsible for compliance of various provisions of EPF act 1952, labour act etc. applicable being the principle employer. All the obligations arising on this account shall be his responsibility & PSTCL shall have nothing to do with it.



**CONTRACT AGREEMENT FORM**

This contract Agreement made this \_\_\_\_\_day of\_\_\_\_\_ in the year 2022-23 between the PSTCL called Purchasers/Contractors and. \_\_\_\_\_hereinafter called contractor for **“Procurement of clamps/ connectors against work of interconnecting new 400KV Ropar with existing 220KV s/s GGSSTPP, Ropar”** in accordance with open e-tender enquiry no.\_\_\_\_\_ dated \_\_\_\_\_ and Contractor’s proposal No \_\_\_\_\_ dated \_\_\_\_\_

This is in confirmation of the advance acceptances notified in the owner’s letter No.\_\_\_\_\_wherein the Purchasers/Contractors has accepted the proposal of the Contractor for the delivery/ construction of **“Procurement of clamps/ connectors against work of interconnecting new 400KV Ropar with existing 220KV s/s GGSSTPP, Ropar”** as per work order/ purchase order/ allotment order no. \_\_\_\_\_

In view of the foregoing, 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 Contract’s proposal and related correspondence and the work order/ purchase order/ allotment order acknowledged/accepted by the Contractor form part of this agreement.

This agreement contains \_\_\_\_\_ page(s).

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

Contractor

Owner