



**PUNJAB STATE TRANSMISSION CORPORATION LIMITED**

(Regd. Office: PSEB Head Office, The Mall Patiala, 147001)

Office: Sr.XEN/Store & Disposal, Shed no-D4 (A), Near 23no. Phatak, PSTCL, Patiala.

Tender Enquiry no:05 /23-24

To

**REGISTERED POST**

As per Overleaf

Memo No:133/38

Dated: 22.01.2024

**Sub: Quotations for Supply of Herbicide (Paraquat Dichloride 24% SL) for Ablowal, Sahnewal, Moga & Jamsher Store of PSTCL.**

You are requested to give quotations addressed to undersigned for the following item as per Quantity & Specifications mentioned against each quoting FOR prices (inclusive of all taxes) with terms of delivery in a closed sealed envelope under the signature of authorized signatory.

Last date & Time of Receipt	08.02.2024 upto 11:00 AM
Date & Time of Opening	08.02.2024 at 11:30 AM

**Format of Quotation:**

Sr. No.	Item	Qty.	Rate (Rs.) per Litre	GST	Total Amount (Rs.)
1	Supply of Herbicide (Paraquat Dichloride 24% SL) for Ablowal, Sahnewal, Moga & Jamsher Store of PSTCL (In 5 Ltr. Packing)	160 Litres (32 Bottles)			

**Section-1**

**Prices**

The above rates are inclusive of any other tax/ charges and F.O.R. destination price in any office of AEE/Store of PSTCL. Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Only "FIRM" prices shall be accepted. Offer with "Variable" prices shall be rejected.

**Section-2**

**Terms & Payment**

100% payment will be made by Office of Sr.XEN/ Store & Disposal, PSTCL, Patiala within 45 days after receipt of material in good condition according to the specification and submission of bills. Income Tax and other levies shall be deducted as per rules

**Section-3**

**Eligibility Criteria & Delivery Schedule:**

- Tenderer must have applicable GST registration number.
- All documents that comprise the tender documents should be signed and sealed in envelope by the Tenderer.

- iii) Each page of the tender shall be signed. The tender shall be signed by person/persons on behalf of the organisation having necessary authorisation/ Power of Attorney to do so and in such a case a copy of the same has be enclosed with the tender.
- iv) The entire material is to be supplied within 25 days from the date of receipt of Purchase Order, failing which, the material on order is liable to be rejected and if accepted, the supplier shall be liable to pay penalty charges equal to a sum of 0.5% (half of one percent) of the cost of undelivered supply/incomplete material per week of delay or part thereof not exceeding maximum limit of 10% of the cost of complete unit of un-delivered material so delayed.
- v) The shortage/defective material, if any, noticed at a later stage, shall have to be replaced by the supplier/firm free of cost.

#### **Section-4**

##### **Inspection/Test**

Inspection of the material may be carried out by a representative of the PSTCL at the site before dispatch of material. Proper arrangements will be made for the inspection of the material by the firm.

#### **Section-5**

##### **Extension in Delivery Period**

Normally no extension in delivery period shall be allowed. Extension will only be allowed if the supplier will submit proof with concrete reasons for the delay in delivery which is not in his control and in this case decision of Sr.XEN/S&D, PSTCL, Patiala shall be final.

#### **Section-6.**

##### **Negligence and Default**

In case of negligence on the part of supplier/contractor to execute the order/contract with due diligence, expedition and to comply with any reasonable orders given in writing by the purchaser in connection with the Purchase Order/contract of any contravention in the provisions of the Purchase Order/Contract, the purchaser may give 21 days notice in writing to the supplier/contractor to make good the failure or neglect or contravention and if the supplier/contractor fails to comply with the notice within time considered to be reasonable by the purchaser, he will suspend terminate business dealings with the firm for specific period.

#### **Section-7**

##### **Force Majeure**

If at any time during the continuance of the work the performance in the whole or in part by either party of any obligation under this contract, shall be prevented or delayed by reasons, of any war, hostility, acts of public enemy, Civil Commotion, Sabotage, floods, explosion, epidemics, fires or other acts of God, strikes and lockout (hereinafter referred to as 'eventualities') then, provided notes of the happening of any eventuality is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reason of such eventuality be entitled to terminate this contract nor shall either party have any claim for damages against the other respect of such non performance or delay in performance and construction of work under this contract shall be resumed as soon as practicable after such eventuality has ceased. Appropriate extension in time of completion shall be granted.

#### **Section-8**

##### **Arbitration**

a) If at any time any question, dispute or difference, what so ever shall arise, between the Purchaser/Corporation and the Firm/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 arbitrator of a nominee of the Purchaser/Corporation who shall give a reasoned/speaking award. The award of the sole Arbitrator shall be final and binding on the parties under the provisions of the Indian Arbitration Act, 1940 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. It will not be objectionable, if the Sole Arbitrator is an officer of the

Corporation 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 the reference and award respectively shall be at the discretion of the Sole Arbitrator so appointed who himself 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 the Contract shall, if reasonably possible, continued during the arbitration proceedings and no payment due or payable by the Purchaser/Corporation shall be with-held on account of such proceedings.

d) The conditions of Purchase Regulations of PSTCL and NIT shall be applicable.

### **Section-9**

#### **Rejection of Material**

Defective/Material not found as per requirement will be rejected and if accepted suitable penalty will be imposed by the accepting authority.

### **Section-10**

#### **Cancellation**

The purchaser, reserves the right to cancel the Purchase Order, as a whole or in part, at any time or in the event of default on the part of the supplier prior to the receipt of intimation regarding taking in hand of the manufacture of material against the Purchase Order/Dispatch of material to the consignee.

### **Section-11.**

#### **Jurisdiction**

All legal proceedings in connection with this Purchase Order/Contract shall be subject to the territorial jurisdiction of the local Civil Courts at Patiala only.

The Purchase Order/Contract Agreement is placed on the firm with the approval of competent authority.

### **Section-12.**

#### **Acknowledgement**

The receipt of Purchase Order may be acknowledged, intimating the date of receipt of Purchase Order within 7 days positively, otherwise normal period will be taken.

### **Section-13**

All other conditions shall be applicable as per norms of PSTCL (erstwhile PSEB)

Yours sincerely,

-----Sd-----

Sr.XEN/Store & Disposal,  
PSTCL, Patiala

CC: SE/S&D, PSTCL, Patiala