

**PUDUCHERRY POWER CORPORATION LIMITED  
(A GOVERNMENT OF PUDUCHERRY UNDERTAKING)  
PROJECT OFFICE, T.R. PATTINAM 609 606, KARAIKAL**

Phone: 04368-233060,233988      Email:ppcl.kkl@nic.in      Telefax:04368-233287.  
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**TERMS AND CONDITIONS FOR SUPPLY OF ELECTRICAL CONSUMABLES**

**1. 'e' -Tender form for the supply of Electrical Consumables.**

- 1.1 E-Tender is invited on behalf of Puducherry Power Corporation Limited by the Superintending Engineer, up to 11.00 a.m. on the due date from all intending tenderer(s) for the supply of materials as per the specification.
- 1.2 E-tenders should be addressed to the Superintending Engineer, Puducherry Power Corporation Limited, T.R.Pattinam, Karaikal.
- 1.3 The e-tender should be as per the BOQ form. Otherwise the tender will be rejected.
- 1.4 The Lower bidder shall be considered on item wise basis.
- 1.5 To participate in the tender through the e-tendering mode, parties have to obtain Digital Signature Certificates (DSC) through which they can register in the website [www.pudutenders.gov.in](http://www.pudutenders.gov.in) and upload their offer. For list of authorized certifying Authorities for issuing Digital Signatures in India, please refer the website [www.cca.gov.in](http://www.cca.gov.in).
- 1.6 In case you need any training for registering & uploading of offer in the website/clarification in the tender, you are requested to contact us (04368-233060) in the working hours from 09.00 AM to 5.00 PM on all working days.

**1.7 Earnest Money Deposit:**

An Earnest Money Deposit for an amount of ` .17,000/- (Rupees Seventeen thousand only) should be paid by demand draft or Small saving Instrument or Bankers Cheque drawn in favor of the Executive Engineer (Mech.) Puducherry Power Corporation Ltd T.R. Pattinam, Karaikal on any Nationalized/Schedule bank payable at Karaikal. The same should reach us before due date of Tender opening failing which tender will be summarily rejected. The Copy of EMD should be uploaded in PDF Format in website. The earnest money deposit will bear no interest and will be released after successful completion of the supply and acceptance. The EMD will be returned to unsuccessful bidder on receipt of a letter requesting for the same after placement of order to the successful bidder.

PSU & Parties registered with NSIC or SSI is exempted for submitting EMD/SD. However copies of supporting Documents/Certificates should be kept in separate cover super scribing "Earnest Money Deposit Exemption".

The party shall be required to place the earnest money in separate sealed envelopes marked "Earnest Money for Procurement of Consumables". the envelopes must be received before due date of Tender opening. The officer opening the tenders shall first open the envelope containing the earnest money. If the earnest money is found to be in order, only then the Officer

shall proceed further with opening the e -tender. In case the earnest money is not deposited or is not in order, the tender will be rejected.

### **1.8 Validity of the tender:**

Tenders should be valid for acceptance for a period of at least 90 (ninety) days from the date of opening / from the date of receipt of sample, whichever is latest as the case may be.

### **1.9 Leaflets and Description Literature:**

Full descriptive particulars if any offered should accompany the tender in PDF Format which should be uploaded in Technical Details.

### **1.10 Deviations:**

Deviations from any standard specification or clauses of specification should be clearly pointed out. Clauses not so commented upon shall be taken as agreed by the tenderer and will be binding on him.

### **1.11 Tender Opening:**

e-Tenders will be opened by the Superintending Engineer, or his representative Puducherry Power Corporation Limited, Karaikal, at 1100 Hrs on due date.

- 1.12 **The Superintending Engineer**, Puducherry Power Corporation Limited, Karaikal **reserves the right to reject any or all tenders**, award any portion of the order to any one Tenderer or more tenderer irrespective of the rates being equal or not, and at his discretion increase or decrease the quantity while ordering and during the period of contract after ordering on any of the orders or all orders.

## **2. RATE AND CONDITIONS**

### **2.1 Rates:**

The lowest rates quoted by the Tenderer should be firm, in rupees for free delivery at the destination / stores of this department and should include Customs, Import, Excise Duties, and Insurance and freight charges. The Purchaser will not pay separately for transit insurance. The statutory levy where legally leviable and intended to be claimed from the purchaser should be distinctly shown along with price quoted. If this is not done, no claims of statutory levy will be admitted at any later stages and on any ground whatsoever.

Appropriate sales tax if any found admissible will be paid over and above the Purchase Price in accordance with the provisions of the relevant Sales Tax Act in force. Provided always it is hereby agreed and declared that in-case where the Department has doubt whether the sales tax is at all payable on the transaction in question, the department is hereby authorized to withhold the amount of tax until the party produces an order of court / competent Jurisdiction / competent authority, declaring the liability of the transaction to Sales Tax.

### **2.2. Delivery:**

The period of delivery should be specified. Ex-stock, quick and short delivery will be normally given preference. Delivery for the part supply/supplies and the period required to complete the order in full should also be specified. The delivery period should be kept up and no excuse such

as lack of booking facilities etc., will be accepted. In case goods booking cannot ensure delivery within the scheduled period, booking should be done by lorry or other mode of road transport without extra cost to the Department and it is always the Supplier's responsibility to arrange for the transport. Any delay will be viewed seriously and suitable liquidated damages will be imposed if necessary. The Tenderer should take these into consideration when quoting. The Tenderer should clearly state when the supply would commence. The delivery period specified in the tender should be clear and the specific terms should be guaranteed by the Tenderer under our liquidated damages clause given as follows:

- a) Should delivery be delayed by strike lockouts, fire accidents or any clauses what so ever beyond the reasonable control of the contractor and whether such delay or impediment occur before or after the time or extended time for dispatch or completion, a reasonable extension of time shall be granted.
- b) If supplies to be tendered against this contract are made by the contractor beyond the delivery period stipulated in the contract and they are accepted by the Department. Such acceptances are without prejudice to Department's rights to levy liquidated damages for the delay in supply governed by liquidated damages clauses.
- c) The delivery should be made free delivery at Puducherry Power Corporation Limited, Karaikal.

### **2.3 Extension of Delivery period:**

No extension of time beyond that delivery period quoted will normally be granted.

### **2.4 Loss or Damage:**

Ownership of the materials will rest with the contractor until delivery in good condition to the consignee at the destination. External damages or shortages that are prima face, due to the results of rough handling during transit to site or due to defective packing will be intimated within 15 Days of the arrival of the materials by the consignee. Internal defects, Damages etc, which cannot ordinarily be detected on superficial visual examination through due to bad handling in transit or defective packing, could be intimated within two months from the date of receipt of these materials at site and also by consignee. In either case the damaged or defective materials should be replaced by the contractor at free of cost.

### **2.5 Liquidated damages:**

If the contractor fails in the due performance of his contract within the time fixed by the contract and the purchaser has suffered any loss from the delay occurred by such failure, the contractor is liable at the discretion of the purchaser to a liquidated damages up to 0.5% of the contract value of such portion of the material only that have not been delivered on the specified date for each week of delay between the appointed or extended time as the case may be and the actual time of acceptance of supply, but shall not in any case exceed 10% of the contract value of such portion of the materials. If the supplier fails to supply the material, the excess cost involved in purchasing the same from somewhere else shall be recovered from any amount payable to the supplier by this department.

## **2.6 Payment:**

100% will be made within 30 days on receipt of materials in good condition at destination & acceptance by the Engineer In charge and receipt of bills in triplicate along with advance stamped receipt for the amount. All payments will be made only after the approval of the Test Certificate / quality of materials. No other terms of payment will be accepted. Payment for the supplies will be made by Demand Draft in rupees.

## **2.7 Tests:**

Manufacturer's certificate / Routine test specified in the IS of latest issues certifying that the test results confirm to IS should be forwarded. The materials shall be rejected if the test results are not satisfactory. Test certificate to be submitted along with the supply for the Cables only.

## **2.9 General Conditions:**

- a) The contractor is responsible for all acts done either by him or by his servants or representatives.
- b) In case of all disputes it should clearly be understood that the decision of the Superintending Engineer, Puducherry Power Corporation Limited, Karaikal will be final.
- c) Any notice to the contractor shall be deemed to be efficiently served if it is given in writing by post to his usual address or latest known place of business.
- d) The Contract once awarded is not transferable.

Sd/-

**Superintending Engineer**