



PUNJAB STATE POWER CORPORATION LTD
NOTICE INVITING LIMITED TENDER

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| Department Name | IT Department, PSPCL, Patiala |
| Tender Specification No. | 308 /DIT-1120 Dated: 20.11.2023 |
| Tender Issuing Authority | Dy. CE/IT (O&S) |
| Address details of issuing authority | Dy. CE/IT (O&S), PSPCL, PSEB H.O. Building, The Mall Patiala |
| Place | Dy. CE/IT (O&S), PSPCL, PSEB H.O. Building, The Mall Patiala |
| Short Description | Regarding Procurement of 3 Phase Automatic Phase Sequence Corrector for Data center, Patiala |
| Tender Publication | Hard copy of Tender specification can only be downloaded from PSPCL's website https://pspcl.in/Tenders.aspx |
| Eligibility Criteria | As specified in NIT |
| Start date for downloading of Specification/tender documents | Date of floating tender |
| Last date for downloading of Specification/tender documents | 5.12.2023 upto 11:00 AM |
| Last date for Bid Submission | 5.12.2023 upto 11:30 AM |
| Bid Opening date. | 7.12.2023 upto 11:30 AM |
| Tender Document cost. | NIL |
| Contact person name | Er. Rohit Goel, Manager/IT (NSP), 96461-30406 Er. Harjeet Kaur, DM/IT (NSP), 96461-19557 |
| Contact Email ID | Aseit-nsp@pspcl.in , Dm-it-nsp@pspcl.in |
| Tender information in details. | As mentioned in the specification |

NOTE: -

1. In case the due date for opening of tender happens to be a holiday, then tenders would be received & opened on the next working day at the same time.
2. The prospective bidders are requested to get clarification from this office in case of any difficulty regarding submission of the tender well in time and no last-minute request for extension in the date and time of opening of tender on this account will be entertained.
3. The prospective bidders are requested to be extra cautious in filling the tender and to get in touch with this office in case of any difficulty. Once the tender is opened, no request regarding giving relaxation or for overlooking any mistake committed by the bidder will be entertained.
4. PSPCL Purchase Regulations -2017 may be referred to on the official website of the corporation i.e. www.pspcl.in.

Manager/IT (NSP)
PSPCL, Patiala.

TENDER SPECIFICATIONS

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GENERAL TERMS & CONDITIONS

- 1) The following instructions must be carefully observed by all tenderers. Quotations/ tenders not strictly in accordance with these instructions are liable to be rejected.
 - i) The tender must be complete in all respects. The following points should be carefully studied in order to ensure submission of a complete and comprehensive tender. Failure to comply with any of these instructions or to offer brief 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 competitively lowest offer.
 - ii) Telegraphic quotations will not be accepted.
 - iii) Bids shall be submitted manually in the office of Dy.CE/IT (O&S), PSPCL, Patiala. Tenders shall be submitted in Duplicate and all copies shall be separately tagged and clearly marked as 'original' and duplicate, as the case may be. **Tenders should be enclosed in double covers both addressed to the Dy.CE/IT (O&S), PSPCL, Patiala. Both (inner and outer) covers shall be sealed and super scribed with Tender Notice and No. together with the date on which the tender is due and the item for which quoting.**
 - iv) The tenders shall be submitted in three parts i.e. Part-I & Part-II (all manual).
- 2) The following procedure will be adopted for the opening of tenders:
 - a) **Part-I Technical/Commercial bids**: The first part will consist of technical specification, schedule of deliveries & all other terms and conditions except the rates. All commercial terms i.e. GST or any other taxes are to be specified in the Part-I i.e. technical and commercial part of the bid. Price bid components of their bid should only contain prices so that there is no controversy regarding interpretation of any condition/stipulation at the time of preparation of merit statement after opening the price bid
 - b) **Part-II: Price Bid**: The second part will consist of the rates quoted as well as other related terms like freight, insurance, GST etc. and other incidental charges relevant to the price. Rate should be stated in both words and figures. **The same shall be filled as per Annexure IV of the specification.**

After opening Part-I of the bids (technical/commercial), the bids will be technically & commercially evaluated by PSPCL. Clarification regarding deviations/missing documents etc. shall be sought from the bidders, if required. The second part of the bids (Price bid) shall be opened in case of only those firms whose part-I of the bids after evaluation is found to be confirming to the specifications. The date and time for opening Part-II of the bids will be intimated to the qualifying firms. The price bids (Part-II) will be opened in the presence of the representative of the qualifying bidders who choose to attend.

- 3) **The officer inviting tenders, contracting/purchasing agency/PSPCL (here-in-after referred to as Purchaser) reserve the right to modify the schedule of requirement, technical particulars and the specifications at any time, to increase or decrease the NIT quantity and to place the order as a whole or in parts and to reject any or all the tenders received without assigning reasons. He will not be responsible for and will not pay for expenses or losses that may be incurred by the tenderer in the**

preparation of the tenders. If at any time competent authority desires, the contract can be short closed at any time by giving one-month notice. No claim on this account shall be entertained.

- 4) Quotations/Tenders shall be submitted up to specified hours of the due date given in the tender notice and shall be opened immediately thereafter in the presence of tenderers or their authorized representatives who choose to be present. In case the due date of opening tenders happens to be a holiday, tenders shall be received and opened at the same time on the next working day.
- 5) Tenderers should submit their offer in unambiguous wording failing which PSPCL's interpretation will be final.
- 6) Tenderers must carefully study the technical specification and general terms & conditions before preparation of Tender. Rate should be stated in words and figures both. Complete information as per Annexures attached herewith must be supplied with tender invariably, failing which the tenders are likely to be ignored. Incomplete or partially quoted & conditional tenders shall be rejected.
- 7) No relaxation whatsoever of any sort, would be given in NIT specifications after the tenders have been received, opened/processed.
- 8) The bidders/ tenderers are required to submit the following documents:
 - a) **The bidder should have a registered number of Income Tax/PAN and shall submit a copy of the same along with tender documents**
 - b) An undertaking that they shall not pay any commission etc. or engage any commission agent or liaison agent for dealing with PSPCL in any matter including purchase of specification etc. This undertaking is required to be supplied along with the offer/tender, failing which their offer/tender is likely to be ignored.
 - c) A copy of GSTIN registration of the firm.
 - d) A list of two authorized persons with their signatures duly attested on the firm's letter head so that they may represent on behalf of the firm and participate in the opening process of the tenders. The firm shall supply one such copy in the tender and one copy should be with the authorized person, otherwise he will not be allowed to participate in the opening of tender.
 - e) An undertaking confirming that the offer is valid for at least 120 days from the date of opening and any withdrawal or modification of the offer shall not be permitted.
 - f) An undertaking that the firm has not been blacklisted/ debarred by any State/ Central Government/ PSU. This is required as blacklisted and debarred firms are not be eligible for participation in the tender.
 - g) **The tenderers will have to give an undertaking that they agree to the PSPCL tender specification and any corresponding amendments in toto.**
- 9) Any deviation in Technical and General Terms & Conditions must be indicated in Annexure-V, otherwise it would be assumed that the material offered is entirely as per enclosed Technical specification & General terms & conditions are acceptable to the tenderer in totality. Any deviation found elsewhere in hard copy/soft copy but not explicitly mentioned/referred in Annexure-V will be ignored and no communication regarding the same shall be entertained later on.
- 10) Any firm offering discount on the quoted price after the opening of the tenders will be out rightly rejected.
- 11) Negotiations if any will not be held except with the lowest tenderer (L-1)

- 12) If at any time competent authority desires, the contract can be short closed at any time by giving one-month notice. No claim on this account shall be entertained.
- 13) All such Taxes, Duties, Levies and other Charges, for which Tenders will be silent, the same will be assumed as per PSPCL Terms and Conditions and inclusive in the rates/ prices quoted by the Tenderers.
- 14) **All terms and conditions of PSPCL Purchase Regulations, 2017 (applicable w.e.f. 10.8.2017) amended up to date will be applicable.**

**Manager/IT (NSP)
PSPCL, Patiala.**

GENERAL INSTRUCTIONS TO BE OBSERVED BY TENDERERS

Enquiry No: /DIT-1120

Dated:

1. SUBMISSION OF TENDERS

Notwithstanding anything contained to the contrary in the specifications or 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 here in contained.

2. PRICES

- i. Price should be 'Firm' and should be quoted strictly in the Price Bid format only.
- ii. No deviation in any form in the Price Bid proforma is acceptable.
- iii. Percentage / specified amount of taxes & duties should be clearly mentioned otherwise PSPCL reserves the right to reject such offer.
- iv. The total cost of the entire job should be inclusive of all prices as mentioned in the enclosed Price Bid format.
- v. No extra cost, other than that mentioned in Price Bid would be taken into account.

3. VALIDITY

The offer should be kept valid for at least 120 days from the date of opening and any withdrawal or modification of the offer shall not be permitted.

4. SECURITY

- i) The successful tenderers shall be required to submit security deposit for faithful execution of the Purchase Order/Contract at the rate of three percent (3%) of ordered value rounded off to a multiple of Rs. 10/- on the higher side.
- ii) 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.
- iii) 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. The refund shall be made within 30(thirty) days from the issue of security release order by the concerned purchasing agency.
- iv) 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.

5. INSPECTION

PSPCL shall inspect the material/equipment on delivery as per technical specifications

6. DELIVERY / DISPATCHES OF MATERIAL

The delivery shall be required to be made within 10 days from the date of issue of Purchase Order. The delivery shall be made at the o/o Dy. CE/IT (O&S), Ground Floor, Head Office, The Mall, PSPCL, Patiala.

7. INSURANCE

The rates are F.O.R. destination and as such, it is the responsibility of the supplier to deliver the goods in sound condition F.O.R. Destination and for the purpose, the supplier may at his option insure the material against all risks at his own cost during transit for full delivered value of the material up to destination.

8. TERMS OF PAYMENT

100% payment of contract value pro-rata basis against receipt of material in good condition (alongwith 100% taxes, duties, levies etc.) as per the contract shall be paid within 45 days against invoice raised.

9. INVOICING

The invoices should be required to be sent in duplicate to DY. CE/IT (O&S), Patiala.

10. GOODS AND SERVICE TAX:-

PSPCL is registered centrally in the state under GSTIN **03AAF5120Q1ZC**.

- i) 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 _____
- ii) 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.
- iii) Further GST at applicable rates on principal supply shall be payable on Freight and Insurance.

11. WARRANTY

Warranty and support shall be as per OEM.

12. PENALTY/ DAMAGES FOR DELAY IN DELIVERY

If the supplier fails to deliver/ install the software within the stipulated delivery period of the purchase order/ Contract, the same is liable to be rejected and if accepted the supplier shall be liable to pay as penalty charges, a sum of Rs. 0.5% (half of one percent) of the cost of the total contract value per week of delay or part thereof, not exceeding maximum limit of 10% of the cost of complete unit of undelivered equipment so delayed.

13. NEGLIGENCE AND 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 timeframe 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.

14. CANCELLATION OF CONTRACT

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.

15. ARBITRATION:

- a) If, at any time, any question, dispute or difference, whatsoever, shall arise between the Purchaser/PSPCL and the 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 of 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 provisions of the Indian Arbitration Act, 1940 and of the Rules there under. Any statutory amendment, modification 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 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 the 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 it 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/ PSPCL shall be withheld on account of such proceedings.

16. MANUALS and ACCESSORIES etc.

Necessary manuals, warranty related documents, drivers (suitable for the installed Operating System) and standard accessories i.e. cables, clamps, connectors, etc. must be delivered along with the ordered items.

17. CIVIL SUITS

All legal proceedings in connection with the purchase order-cum-contract shall be subject to the jurisdiction of local courts at Patiala only.

18. 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 war, hostility , civil commotion , act of Public enemy sabotage, fire ,floods, explosions, epidemics or non-availability or non-availability of the Government controlled raw-material under orders/ instructions of Central/State Government Regulations , strikes, lock-outs, embargo , acts of civil /military authorities or 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.

The supplies shall be re-assumed under the contract as soon as practicable after the happening (event) ceases to exist.

19. CHANGES

No variation or modification or waiver of any of the terms and provisions shall be deemed valid unless mutually agreed upon in writing by both the purchaser and the supplier.

**Manager/IT (NSP)
PSPCL, Patiala**

Technical specifications

| S.No | Required Technical Parameters | Value |
|-------------|--------------------------------------|--|
| 1 | Capacity | 400 AMPS / Phase |
| 2 | Input Voltage Range | 415VAC \pm 15% |
| 3 | System | 4 Wire system : RYBN |
| 4 | Operating Frequency | 50 hz |
| 5 | AC Waveform Distortion | Nil |
| 6 | Operating Temperature | 10 To 50 °C |
| 7 | Type Of Cooling | Natural Air Cooled |
| 8 | Mode Of System | Fully Automatic & Manual Selectable (Bypass) |
| 9 | Control Centre | State of the art, Microprocessor Based, True feedback, Single Board design circuit for Phase Sequence detection & correction with max. response time 200msec |
| 10 | Main Incomer | MCCB, 400 A, TP, 50kA, 415VAC Conforming to IS/IEC 60947-2 & IEC 60947-2 |
| 11 | Emergency Bypass | 400 A, Four Pole, 415VAC Confirming to IEC 60947-3 , IS/IEC 60947-3 Front Operated, Dual position operation |
| 12 | Panel Indicators | Phase presence Indicators Bypass mode Auto mode |
| 13 | Connection Termination | Heavy duty connectors rating 400Amps for Input & Output |
| 14 | Other Misc Features | Indoor Type, Powder Coated, Floor Mounted Enclosure, Cable Glands, Three Phase MCBs Inbuilt, On Site Installation & Training for handling the device |
| 15 | Cable | Aluminium conductor unarmoured cable of 3.5 core, 400 Sq mm cable with 14 m length for connecting the transformer LT side to the automatic phase sequence corrector device |
| 16 | Warranty | Minimum 1 year |

SCHEDULE OF PRICES

| Sr. No. | Description | Qty. | Unit Rate | GST (in%) | GST (in Rs) | Gross Total Price |
|---|--------------------------------------|-------------|------------------|------------------|--------------------|--------------------------|
| | | A | B | C | D= B*C/100 | G = (B+D)*A |
| 1 | Automatic Phase sequence Corrector | 2 | | | | |
| 2 | Cable unarmoured 400sq. Mm, 3.5 Core | 14 mtr. | | | | |
| Grand Total Price (in Rs) sum of all above | | | | | | |

Note:

- 1) **L-1 bidder shall be decided on the basis of Total price of one year and not on basis of individual items.**
- 2) Current rates of taxes and duties to be indicated in the specified column given above .

The following certificate needs to be given along with the price bid:

- 1 Certified that I/We (M/S _____) have read and understood the terms and conditions of NIT and the tender specification including scope of work & I/We undertake to abide by the same.
- 2 Certified that I/We have quoted the above rates after fully satisfying myself /ourselves about the job involved and time frame in which the same has to be executed. All the statutory levies such as GST and any other charges have been included in the above rates.

Signature _____
Name _____
Designation _____
Seal of Company

STATEMENT OF TECHNICAL/COMMERCIAL DEVIATION

In respect to your Tender Enquiry No. _____ to be opened on _____ we hereby confirm that all Technical Specification, general terms & conditions of the tender are accepted in toto except specified here under:-

| TECHNICAL/COMMERCIAL | |
|-----------------------------|--|
| Clause No. ____ | DETAILS OF DEVIATIONS (If space is not sufficient, Sheets may be enclosed) |
| GENERAL: | |
| Clause No.____ | DETAILS OF DEVIATIONS |

We hereby certify that the above mentioned are the only deviations from Purchaser's aforesaid specifications and general conditions.

Dated.

Authorized Signatory

Name: _____

Designation: _____

Address and Seal of the firm

Note: The tenderer is to clearly indicate any deviation in technical & general terms and conditions in this Annexure only. In case, the Technical Specification as well as General conditions of Tender Specifications are acceptable in totality, the word 'NIL' shall invariably be put in the above Columns. In case, nothing is mentioned here then it shall be presumed that there is no deviation in the offer and terms and conditions of the specifications are acceptable to the bidder in totality. **Any deviation found elsewhere in hard copy/soft copy but not explicitly mentioned/referred above will be ignored and no communication regarding the same shall be entertained later on.**