

 PUNJAB STATE POWER CORPORATION LTD NOTICE INVITING LIMITED TENDER	
Department Name	IT Department, PSPCL
Tender Specification No.	288/DIT-1045/Vol-I Dated: 10-4-2023
Tender Issuing Authority	SE/IT (A&PM)
Address details of issuing authority	SE/IT (A&PM), PSPCL, H.O. Building, The Mall Patiala
Place	SE/IT (A&PM), PSPCL, H.O. Building ,The Mall Patiala
Short Description	Purchase of CCTV & WIFI related Consumable Items of PSPCL under Rate Contract.
Tender Publication	Hard copy of Tender specification can only be obtained from this office free of cost or can be downloaded from https://www.pspcl.in/Tenders.aspx
Eligibility Criteria	As specified in NIT
Start date for receiving tender specification/tender documents	Date of uploading of tender
Last date for receiving specification/tender documents	26-04-2023 upto 5:00 PM
Last date for Bid Submission	28-04-2023 upto 11:00 AM
Bid Opening date.	28-04-2023 at 12:00 PM
Pre Bid Meet Date	-----
EMD	Not Applicable
Contact person name	Er. Deepanshu Goyal, ASE/IT (NSP); Er. Vishal Kharbanda AEE (NSP)
Contact phone no.	96461-01251 96461-18149
Contact Email ID	aseit-nsp@pspcl.in ; ae-it-nsp5@pspcl.in
Tender Documents Attachment.	As mentioned in the specification
Tender information in details.	As mentioned in the specification
Information regarding corrigendum	It is informed that from now onwards, in case tender process is not completed due to any reason, no corrigendum will be published in newspapers.

NOTE: -

1. Tenders shall be submitted **Manually**.
2. 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.
3. The prospective bidders are requested to get clarification from this office in case of any difficulty regarding 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.

4. **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.**
5. PSPCL Purchase Regulations 2017 may be referred to on the official website of the corporation i.e. www.pspcl.in.

**-sd-
ASE/IT (NSP & NBSP)
PSPCL, Patiala.**

SAVE ELECTRICITY TO AVOID POWER CUTS

TENDER SPECIFICATIONS

TABLE OF CONTENTS

1.	Annexure– I (Page no. 5 to 8)	General Terms and Conditions
2	Annexure – II (Page no. 9 to 17)	General Instructions To be observed by Tenderers
3.	Annexure – III (Page no. 18)	List of Material & Technical Specifications
4.	Annexure – IV (Page no. 19 to 20)	Schedule of Prices
5.	Annexure – V (Page no. 21)	Statement of Deviations

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 SE/IT (A&PM), 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 SE/IT (A&PM), 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 two parts i.e. Part-I & Part-II (both 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 Bids:** 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 conforming 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.
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) 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.
 - b) A copy of GSTIN registration of the firm.
 - c) 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.
 - d) 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.
 - e) 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.
 - f) The tenderers will have to give an undertaking that they agree to the PSPCL tender specification and any corresponding amendments in toto.

9. **CONSTITUTION, EXPERIENCE AND FINANCIAL STANDING**

The tenderers should invariably supply the following information with the tenders:

a) Constitution and Composition of the Firms:

- i. If a Joint Stock Company- copy of its Memorandum and articles of Association and other particulars.
- ii. If a partnership, a copy of the partnership deed and particulars of partners.
- iii. If a proprietary concern, the standing of the proprietor and if registered with the Registrar of Companies/Firms, their registration No.
- iv. Documentary evidence (Latest copy of memorandum of Micro Small & Medium Enterprises filed under section-8 of MSMED Act, 2006 duly acknowledged by competent authority.) of being a Micro, Small & Medium Enterprise. If the bidder does not submit the proof at the time of submission of its bid, it shall be considered as a Large Enterprise.
- v. A certificate for the last financial year, duly signed by any Director/Partner/Proprietor and Chartered Accountant that investment in Plant & Machinery of the enterprise does not exceed Rs. 25 Lac in case of micro and Rs. 5.00 Cr in case of small enterprise as prescribed in section 7 (1) a (i) & (ii) of the MSMED Act, 2006.

b) In case of authorized representative:

- i. Name and particulars of manufacturers
- ii. Certified copy of the instrument of authorization of the Supplier/Manufacturers.
- iii. Experience and standing in the market.

c) Particulars of the Purchase order/ Contracts executed with PSPCL and/or performance certificates of having executed Purchase Order/Contract of other State/ Central utilities.

d) Financial Position

- i) Balance Sheet for the last 3 years, including Trading, Manufacturing, Profit and Loss Account should be duly certified by chartered accountant.
- ii) Copy of PAN Card of the firm and director(s) and IT returns of last 3 years
- iii) Bank references
- iv) Solvency certificate not more than 12 months old.

10. 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.

11. Any firm offering discount on the quoted price after the opening of the tenders will be out rightly rejected.
12. Negotiations if any will not be held except with the lowest tenderer (L-1)
13. 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.
14. 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.
15. All terms and conditions of PSPCL Purchase Regulations, 2017 (applicable w.e.f. 10.8.2017) amended up to date will be applicable.

-sd-

**ASE/IT (NSP & NBSP)
PSPCL, Patiala.**

GENERAL INSTRUCTIONS TO BE OBSERVED BY TENDERERS**Tender Enquiry No: 288/DIT-1045/Vol-I****Dated :10/4/2023****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) The prices should be 'Firm' and should be quoted strictly in the Price Bid format only.
- ii) No deviation in any form in the Price Bid Performa 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.
- vi) The unit rates should be quoted F.O.R. destination through road transportation which will be treated at par with F.O.R. destination.

3. 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) Ordinarily the Earnest Money received against Tenders shall be converted into Security Deposit. If the amount of earnest money received against Tenders is more than the amount of Security Deposit required against the Purchase Order/Contract, the balance shall be refunded within one month of the finalization of the Tender enquiry and in case of shortfall, if any, the Contractor/Supplier shall be required to deposit the additional amount.
- iii) The Tenders having Permanent Earnest Money Deposit (PEMD) of Rs. 25 lacs (Rs. Twenty Five Lacs) with PSPCL and hence exempted from depositing Earnest Money with Tenders, shall also be required to submit security Deposit @3% of ordered value in the form of Bank Guarantee/ Demand Draft/ Cash within 30 days from the award of purchase order/contract.
- iv) 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.

- v) 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.
- vi) 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 EIC/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.

4. DELIVERY SCHEDULE

The requirement mentioned in the tender specifications (Annex–III) is based on the estimated usage under rate contract. However, procurement as well as payment for the same shall be made Quarterly after the receipt of invoice. The material shall require to be delivered by the firm within 15 days of receipt of call from this office.

5. INSPECTION AND TEST

a) PSPCL shall physically inspect the material on receipt in this office. However, if felt necessary, 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 o/o SE/IT (A&PM), PSPCL, 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. 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.

6. FAKE INSPECTION CALLS

The purchasing authority will get the material inspected and issue dispatch instructions within 20 days of the date of receipt of call offering the material for inspection or date of readiness of material, whichever is later. In case date of readiness is not mentioned in the offer letter, then date of receipt of call shall be considered as date of readiness of material. In case the inspecting officer finds on arrival at the supplier's premises that the material less than 80% of the quantity offered in the inspection call is ready for inspection or material of the firm is rejected during testing/inspection, then the call shall be treated as fake call and the firm shall be responsible to pay fake call charges @ 10% of the value of the offered lot calculated as per P.O. rate subject to a maximum of Rs. 30,000/- per such occasion. Besides this, a letter of warning shall be issued and it shall be counted towards their performance for all intents and purposes. In case multiple sizes are to be inspected against a single inspection requisition, then the fake call charges shall be applicable on proportionate basis based on the PO value of items which were offered by the firm for inspection.

7. TEST CERTIFICATE AND INSTRUCTION BOOK

The Supplier/Contractor shall be required to furnish to the Purchaser/consignees, wherever necessary, the following documents along with consignment :-

- (i) Printing Pamphlets/ Catalogues Copies
- (ii) Instruction Book Copies
- (iii) Drawings Copies
- (iv) Any other relevant information (to be incorporated at the time of placing the purchase Order)

In case, the goods have not been inspected/ tested at the manufacturer's works by a representative of PSPCL, the Supplier/Contractor shall furnish the following certificates to purchaser/ consignee along with consignment.

- a) Type test certificate/ Acceptance Test Certificates
- b) Routine test certificate.

8. PENALTY/ DAMAGES FOR DELAY IN DELIVERY/ INSTALLATION

If the supplier fails to deliver the material/equipment 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 0.5% (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 so delayed.

There will be no slack period.

9. EXTENSION IN DELIVERY PERIOD

Any genuine delay in the approval of technical details, drawings, samples; issuance of amendment to Work Order; carrying out inspection; approval of Test Reports/Test Certificates issuance of dispatch instructions/ stations etc. will count towards extension of the delivery period by corresponding period other than that admissible under Force Majeure conditions, if any substantiated by the suppliers,

and duly accepted by the Purchaser. No extension in delivery shall be granted in case of delay in payment.

10. TERMS OF PAYMENT

- (a) 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 of 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.

- (b) For delay in payments made by PSPCL beyond the stipulated period i.e. 45 days then simple interest @ 10% shall be given to the suppliers for delayed period subject to the condition that the delay in payment is more than seven days after the stipulated period i.e. 45 days. However, all-out efforts shall be made to prioritize the payment to all suppliers those come under MSMED Act-2006.

11. 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.

Apart from the suspension/termination of business dealings/blacklisting of the supplier/contractor, the purchaser shall also forfeit the security & other pending payments of the Purchase Order/ Contract against which the supplier has defaulted, in addition to PEMD/ EMD lying with the concerned organization.

12. 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 natural calamity, war, hostilities, civil commotion, acts of the public enemy, sabotage, fire, floods, explosion, epidemics or non-availability of Government controlled raw material under orders/ instruction of Central/State Government regulations strikes, lock-outs, embargo, acts of Civil/Military authorities or any other causes beyond their reasonable control, neither of 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 resumed under the contract as soon as practicable after the happening (event) ceases to exist.

13. INTIMATION TO CHIEF ACCOUNTS OFFICER/DY. CHIEF ACCOUNTS OFFICER AND SE/IT (A & PM)

The Suppliers will intimate in advance the probable date of dispatch through fax/ email regarding the actual date of R.R. to the Financial Advisor-cum-Chief Accounts Officer/ Chief Accounts Officer/Deputy Chief Accounts Officer to enable him to arrange payment, failing which demurrage, wharfage etc. will be to Supplier's account. A copy of such intimation shall also be immediately sent to the SE/IT (A & PM) and concerned Chief Engineer for reference, immediately.

14. WARRANTY

Warranty and support shall be as per OEM. However, the bidder shall ensure that 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 of it becoming defective upto date of its recommissioning after the replacement/repair.

15. INSURANCE

- i. The rates are required to be quoted on F.O.R. destination basis and it is the responsibility of the supplier to deliver the goods in sound condition F.O.R. destination and for that 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. All works in connection with making and settling of claims, if any, with Railway Authorities and or Insurance Company shall be carried out by the Supplier/ Contractor for which no extra payment shall be made by the PSPCL. However, necessary assistance required in connection with making and settling of such claims, if any, shall be provided by the consignees.
- ii. All damages and/or shortages during transit as covered by the insurance shall be made good immediately on receipt of such information from the consignees without waiting of settlement of claim. However, in case of apparent damages and/or shortages, the consignees shall obtain the loss/damage certificate from the concerned authority and send the same to the Contractors within a period of thirty days from the date of receipt of material. A certificate shall be submitted by the Supplier/ Contractors with each bill to the effect that the material has been duly insured.
- iii. The consignees shall report losses and damages to the firm within 30 days of arrival of the equipment at the site. It will; however be the responsibility of the

- supplier timely lodge claims on the insurance underwriters and to arrange replacement thereof.
- iv. The suppliers shall be wholly responsible for the loss, shortages, damages etc. during transit. Such short supplied, damaged material etc. will have to be replaced/repared by Supplier/Contractor free of cost immediately without waiting for maturing of the Supplier's/Contractor's claims with the Road Transport/Railway Authorities regarding insurance.
 - v. In case replacement/repair of defective material is not carried out within six months of intimation of damages, supplier shall have to pay interest @ 12% per annum on the payments made by PSPCL, if any, from the date of its payment up to the date of the re-commissioning of the equipment after replacement/repair or to the date the default is made good.

16. INFORMATION REGARDING LIST OF BANKERS THE PURCHASER DEALS WITH

- a) The Railway Receipt/Goods Receipt and invoices etc. should be sent to the authorities to be specified in the Purchase Order. The invoices along with other required documents should be submitted in duplicate to the SE/IT (A&PM), Head Office, The Mall, PSPCL, Patiala.
- b) Any demurrage occurring as a result of sending Railway/goods Receipt through a Bank other than the one with which the accounts of the Purchaser are operated will be to the account of the Supplier/contractor
- c) No goods will be accepted by the consignees unless accompanied by priced challans or invoices.

17. 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) 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.
 - iii) 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.
 - iv) 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.
 - v) 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.
 - vi) Further GST at applicable rates on principal supply shall be payable on Freight and Insurance.

18. **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.

19. **CANCELLATION**

The purchaser reserves the right to cancel the purchase order/ contract as a whole or in part at any time without any financial liability on either side prior to the receipt of intimation regarding taking in hand the manufacture of material.

During the pendency of the Purchase order/ contract, if lower rates are received against the subsequent Tender Enquiry/Enquiries, then the supplier, whose overall contractual delivery period has expired, shall be offered to supply the material at either of the following rates, whichever is lower, along with any other terms and conditions at variance from the conditions as contained in the original purchase order, if any:

- a) Rates payable as per the terms and conditions of the Purchase Order less penalty as applicable
- b) Rates received against subsequent Tender Enquiry/Enquiries

In case the supplier refuses to accept the offer, then the purchase order shall be cancelled without any financial liability on PSPCL.

20. JURISDICTION

All legal and arbitration proceeding in connection with the purchase order cum contract shall be subject to the territorial jurisdiction of the local courts at Patiala only.

21. TAXES

Income tax and any other taxes imposed by the Govt. /Central Govt. /local bodies will be deducted from the running bills as per rules.

22. ARBITRATION

- a) If at any time any question, dispute or difference, whatsoever, shall arise, between the Purchaser/PSPCL and the Contractors/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 arbitration as per the provisions of the Indian Arbitration Act,1996 (amended upto date) who shall give a reasoned/speaking awards. The award of the Sole Arbitrator shall be final and binding on the parties under the provisions of the Indian Arbitration Act, 1996 (amended upto date) 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.
- b) Upon every or any such reference, the cost and incidental expenses to the reference and award shall be at 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 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, be continued during the proceedings of the arbitration and no payment due/ payable to the firm by the Purchaser/PSPCL shall be with-held on account of such proceedings.

23. RESCISSION OF CONTRACT

The contractor shall not be assigned or sublet the contract without the written consent of the Engineer-In-Charge and if the Contractor assigns or sublets his contract or attempts to do so without consent of the Engineer or by any proceedings is adjudicated as insolvent or makes any composition with creditors for their benefits or attempts to do so or if Engineer-In-Charge shall certify in writing that in his opinion contractor: -

- a) Makes default in concerning the work within a reasonable time from the date of handling over the site and continue in that state after a reasonable notice from Engineer-In-Charge.
- b) In the opinion of the Engineer-in-charge at any time, whether before or after the date or extended date for completion, make default in proceedings with the work, with due diligence and continue in that state after a notice of seven days from Engineer-In-Charge.

- c) Fails to comply with any of the terms and conditions of the contract or after 7 days notice in writing with orders properly issued there-under.
 - d) Fails to complete the work, work order and items of work on individual dates for completion and cleans the site on or before the date of completion or fails to achieve the progress as set out in the contract.
- c) All other General terms & conditions of PSPCL Purchase Regulations, 2017 amended upto date shall also be applicable. However specific terms & conditions provided in the Specifications shall overrule the General terms & conditions in case of any dispute.

-sd-

**ASE/IT (NSP & NBSP),
PSPCL, Patiala**

LIST OF MATERIAL TO BE SUPPLIED UNDER RATE CONTRACT & TECHNICAL DETAILS

1. Material to be supplied under Rate Contract:

Sr. No.	Item	Quantity (No.)
1	IP camera	10
2	RJ-45 connector box	5
3	Cat 6 cable	8
4	16 port POE switch having uplink SFP port	4
5	Comrack make Network Rack cooling Fans	12
6	Network Rack UPS battery	28
7	NVR surveillance Hard disks	10
8	Waterproof RJ-45 enclosure box	40

2. Delivery Period under Rate Contract:

The requirement mentioned in the tender specifications (Annex-III) is based on the estimated usage under rate contract. However, procurement as well as payment for the same shall be made Quarterly after the receipt of invoice. The material shall required to be delivered by the firm within 15 days of receipt of call from this office.

3. Technical specification of the Material required:

SNo	Name of item	Model and specification
1	IP camera	CP-UNC-TB30ZL6-MS or its latest equivalent model available with CP Plus OEM
2	RJ-45 connector box	Dlink/ Schneider make(100pcs/ box)
3	Cat 6 cable	Dlink/ Schneider make (305m/ roll)
4	16 port POE switch having uplink SFP port	Dlink or equivalent make compatible with existing system
5	Comrack make Network Rack cooling Fans	Size:-120x120x38mm size Rating:- 220~240V AC Axial Fan
6	Network Rack UPS battery	12V, 7 AH capacity SMF battery
7	NVR surveillance Hard disks	Surveillance hard disk of WD or equivalent make having SATA interface & 4 Tb storage capacity each
8	Waterproof RJ-45 enclosure box	No specific brand

ANNEXURE-IV**Schedule of Prices****TABLE.I**

Sr. No.	Particulars	Qty	Unit Rate	GST (in %)	GST (in Rs.)	Any other taxes/duties (in %)	Any other taxes/duties (in Rs.)	Total (in Rs.)
1	IP camera	10						
2	RJ-45 connector box	5						
3	Cat 6 cable	8						
4	16 port POE switch having uplink SFP port	4						
5	Comrack make Network Rack cooling Fans	12						
6	Network Rack UPS battery	28						
7	NVR surveillance Hard disks	10						
8	Waterproof RJ-45 enclosure box	40						
Grand Total								

Note :

- The L-1 bidder shall be selected on the basis of lowest Gross Total of all the items as under:

Gross Total = Sum of Total Unit Rate X Quantity for all items mentioned in the NIT i.e. total cost of items to be purchased.

- Current rates of taxes and duties to be indicated in the specified column given above .
- Incomplete or partially quoted & conditional tenders shall be rejected.

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.

Name _____

Designation _____

Seal of Company

STATEMENT OF DEVIATIONS

(To be filled by tenderer)

Tenderer shall carefully state below any and all points in this proposal which are not in accordance with PSPCL's Technical Specification and the General Instructions:-

Sr. No.	Para no.	Technical Deviation, if any.
1. 2. 3. contd...		
Sr. No.	Para no.	Commercial Deviation, if any.
1. 2. 3. contd...		
Sr. No.	Para no.	General Deviation, if any.
1. 2. 3. contd...		

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.**