



PUNJAB STATE POWER CORPORATION LIMITED

Regd. Office: PSEB Head office, The Mall Patiala-147001 (GST PROV ID:03AAFPCP5120Q1ZC)

Corporate Identity No.U40109PB2010SGC033813 Website: www.pspcl.in

OFFICE OF: Dy. Chief Engineer, O&M Circle, Mukerian Phone: 01883-236202
Hydel Project, PSPCL, Talwara, Mobile: + 919546118758
Hoshiarpur, (PB)-144216 E-mail: semhptalwara@gmail.com

TENDER NOTICE

Sub: Purchase of Testing Instruments for Mukerian Hydel Project, PSPCL, Talwara.

Sealed Tenders are invited in duplicate copies for the supply of the following material as per Tender specifications of PSPCL:-


Item No.	Description	Quantity	Enquiry No./Year	Last date & Time of downloading /obtaining of specifications/Tender documents	Last date & time of receipt of Tender	Date & time of opening of Tenders
1	2	3	4	5	6	7
1.	Earth Leakage Tester	7 Nos.	01/SE/MHP/ P-416/2023- 24	09/10/2023 Upto 11:00 Hrs	12/10/2023 Upto 11:00 Hrs	12/10/2023 Upto 11:30 Hrs
2.	AVO Meter	7 Nos.				
3.	Clamp On Meter	6 Nos.				

(a) Tender document cost: Nil.

(b) EMD: As per clause No.11 of tender specifications.

The detailed NIT & Tender specification can be downloaded from PSPCL website www.pspcl.in.

Note: It is informed that in case tender process is not completed due to any reason(s), no corrigendum will be published in newspapers. Details regarding corrigendum can be seen on official PSPCL web site, www.pspcl.in


Dy. Chief Engineer,
O&M Circle, MHP,
PSPCL, Talwara

cc: 2048/53 dtd 11/9/2023

1. Resident Engineer, MHP Division, PSPCL, Talwara.
2. Addl. SE/Centralized Protection Cell, PSPCL, Talwara.
3. Addl. SE/O&M, PH-3,4&5, MHP, PSPCL, Unchi Bassi.
4. Sr. XEN/O&M, HP-1&2, MHP, PSPCL, Talwara.
5. Accounts Officer (P), MHP, PSPCL, Talwara.
6. Notice Board

SAVE ELECTRICITY, SAVE MONEY

SECTION-I
(GENERAL TERMS AND CONDITIONS)

1. GENERAL INSTRUCTIONS TO BE OBSERVED BY BIDDERS

- 1.1 The following points shall be carefully studied /complied in order to ensure submission of a complete and comprehensive Tender. Quotations/bids not strictly in accordance with these instructions are liable to be rejected:
- (i) The Tender must be complete in all respects.
 - (ii) In case of manual Tendering:
 - a) Tender shall be submitted in duplicate and all copies shall be separately tagged and clearly marked as „Original“ & „Duplicate“.
 - b) Quotations received by email/ fax will not be accepted except for proprietary items.
 - c) Tender shall be sent in three separate envelopes, one envelope containing Earnest Money and the second containing the main Tender in duplicate. While opening the Tenders the envelopes containing Earnest Money shall be opened first and in case it is found in accordance with the terms of Notice Inviting Tender only then the second envelope containing the Tender shall be opened.
 - (iii) ~~In case of e-Tendering, Part-I shall be submitted manually till e-payment gateway is made operational. When e-payment gateway is made operational, then the EMD/PEMD shall be submitted online only. Part-II and Part-III shall be submitted online through e-Tendering portal only. While opening the Tenders, Earnest Money deposit shall be evaluated first and in case the deposit of Earnest Money is in accordance with the terms of Notice Inviting Tender only then Part-II of the Tender shall be opened.~~
- 1.2 The Officer inviting Tenders, Contracting/Purchasing Agency/PSPCL (herein after referred to as "purchaser") reserves the right to modify the schedule of requirements, technical particulars and the specifications at any time before the opening of the Tender enquiry and to place the order as a whole or in parts, and to reject any or all the Tenders received without assigning any reasons. He will not be responsible for expenses or losses that may have been incurred by the bidder in the preparation of it's Tender and nothing shall be paid on this account
- 1.3 In case of Tenders processed manually, Quotation/Tenders should be enclosed in double covers both addressed to **Dy. Chief Engineer, O&M Circle, Mukerian Hydel Project, PSPCL, Talwara**. Both (inner & outer) covers shall be sealed and super scribed with Tender No. as given in Tender specification/ NIT along with the Tendered item and date of the opening of Tender enquiry.
- 1.4 Quotations/Tenders shall be received in the office of **Dy. Chief Engineer, O&M Circle, Mukerian Hydel Project, PSPCL, Talwara** (purchaser) upto the date and time specified in the NIT/specification and shall be opened on the date and time specified in the NIT/specification in the presence of bidders or their authorized representatives who wish to be present. In case the due date of opening of the Tender enquiry happens to be a holiday, then the Tenders shall be received and opened at same place and same Time respectively on the next working day.
- Note:-
In case any dispute arises while opening the tender then to sort out the dispute, concerned CE shall be the competent authority.
- 1.5 All tenders must be accompanied by Earnest Money (EMD) at the rates prescribed in the tender specifications except in the case of those tenderers who are specifically exempted there under. Tenders of the firms, which do not submit the hard copy of the

Demand draft(s) towards Earnest Money Deposit before the last date and time of bid submission shall not be opened.

- 1.6 Any firm which at the time of opening of Tender, falls in any of following category shall be regarded as defaulter and shall not be eligible for participation in any new Tender Enquiries for a period of three years from date of issue of purchase order in which it has defaulted:-
- The firm is a defaulter for the supply of 35% or more quantity on the date of expiry of the Contractual Delivery period for the total ordered quantity.
 - The firm is a defaulter for the supply of any quantity for more than 6 months from the date of expiry of the Contractual Delivery period for the total ordered quantity.

This clause shall be applicable item wise (all types, sizes and ratings) against which the firm has become defaulter under the above said conditions.

- 1.7 The tenders of blacklisted and debarred firms will not be opened.
- 1.8 Conditional Tenders will not be accepted.
- 1.9 Request for extending the due date of tenders will be ignored.
- 1.10 The rates must be quoted as per format given in SECTION-III of the tender specifications.
- 1.11 Bid is to be submitted in three parts:
Part I : Earnest Money Deposit.
Part II : Commercial & Technical conditions.
Part III : Price bid.
The above documents shall be submitted in three separate envelopes.
- 1.12 Tender evaluation shall be done item wise.
- 1.13 Negotiations, if required, shall not be held except with the lowest tenderer.
- 1.14 Tenders received after due date and time shall not be entertained.
- 1.15 Comments if any, on the clauses contained in the 'General Terms and Conditions' as well as in the Technical Specification should be offered, while submitting tenders, otherwise it will be presumed that all clauses stipulated therein are acceptable.
- 1.16 Quantity mentioned in the NIT can be ordered upon more than one firm.
- 1.17 The quantity mentioned in this Specification can be increased or decreased at the time of actually placing the order.
- 1.18 If any submitted document by tenderers is found fake, forged, then EMD may be forfeited.
- 1.19 All other terms & conditions shall be as per the tender specifications.

2. QUALIFYING CRITERIA


- Either manufacturer or their authorized dealers can participate. The bidder shall submit the proof of OEM or Authorized Dealer issued by the OEM duly valid upto the date of opening on tender.
- The bidder should have average annual financial turnover of Rs. 1.20 Lacs or more during last 3 years, ending 31st March of the previous financial year.
- The bidder/OEM should have supplied the testing equipments (Item(s) for which the bidder has quoted) to Electric Utilities/ PSUs/ SEBs/ Govt. organizations during last 7 years ending last day of month previous to the one in which tenders are invited.
- Performance certificate (for quoted testing equipment(s)) indicating satisfactory service for a period of One year or more after commissioning needs to be submitted.
- The authorized dealer will furnish an undertaking from the manufacturer of Full Technical support including after sale service upto warranty period and

- authorization from the manufacturer to the effect that the authorized dealer is sole participant for their make of testing equipment for this tender enquiry.
- (vi) The OEM should have facility for technical & after sales support, calibration set-up and service center in India. Documentary proof with company registration certificates, PO copy of service and calibration order should be provided.
 - (vii) The Bidder should have valid Permanent Account Number (PAN) / TAN and should submit the same along with tender.
 - (viii) Proof of having GST registration number.
 - (ix) An affidavit in original, duly attested by an Executive Magistrate/Notary to the effect that the firm has not been blacklisted by any govt. /public sector undertaking during the last five years and Firm is not defaulter of any scheduled Bank/financial institution.

All the documentary proofs as required above shall be furnished by the bidders. The tender of the firm not accompanied by the above mentioned details/documents shall not be considered.

All correspondence shall be made at the following address: -

Dy. Chief Engineer,
O&M Circle, Mukerian Hydel Project,
PSPCL, Sector-3, Talwara-144216
District: Hoshiarpur, Punjab.


Dy. Chief Engineer,
O&M Circle, MHP,
PSPCL, Talwara.

GENERAL TERMS AND CONDITIONS

3. PRICES :

- (i) The unit rates shall be quoted F.O.R. destination at O&M store, Mukerian Hydel Project, Talwara, Distt-Hoshiarpur, Punjab-144216 through road transportation, which will be treated at par with F.O.R. destination. The break-up of the F.O.R. destination price shall be given as under :-
- a) The price of the material inclusive of packing and forwarding charges forming part of production cost.
 - b) Packing cost not forming part of production cost, handling charges, cartage, freight charges and transit risk insurance etc.
- (ii) All taxes and duties leviable on the price of finished goods as per sub-clause (i) (a) shall be paid extra and the same should be shown separately as prevalent on the date of opening of the Tenders enquiry, to be paid at the rate as may be actually prevalent at the time of supply, otherwise these elements shall be deemed to be included in the quoted prices and will not be paid extra. No taxes and duties will be payable on the element of cost quoted under sub-clause (i)(b) except freight & insurance.

In case of Tenders processed manually, the Performa for price schedule shall be duly typed and prices written by hand shall not be accepted. The rates quoted whether FOR destination or ex-works should be given in both figures and words and any overwriting, erasing, cutting etc. should be avoided or if made, should be signed legibly.

- (iii) In case of rates ex-works/ex-godown and for imported material, freight charges, transif risk insurance, handling and clearance charges, F.O.B. and C.I.F. Commission of clearing agents at ports should also be indicated.

- (iv) The quoted prices shall be 'FIRM' & it should be clearly specified in the tender that prices are firm. Offers with variable prices shall be rejected out rightly.

4. VALIDITY

The offer should preferably be valid for 120 days from the date of opening of the Tender enquiry and any withdrawal or modification of the offer shall not be permitted.

5. 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 GST, 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) 100% payment against dispatch documents through bank may be allowed for procurement of material from proprietary/ standardized firms by concerned HOD.~~
- ~~(c) 100% advance payment shall be permissible in respect of purchase of vehicles/contingent and other essentially required items including purchases at-DGS & D-rates.~~
- (d) 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.

6. DELIVERY SCHEDULE

The material shall be delivered within Three Months from the date of issue of PO.

7. PENALTY FOR DELAY IN DELIVERY

If the supplier fails to deliver the material/equipment within the stipulated delivery period of purchase order/contract, the same is liable to be rejected and if accepted, the supplier shall be liable to pay penalty @ ½% (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/material so delayed.

There will be no slack period.

8. EXTENSION IN DELIVERY PERIOD

"Any genuine delay in the approval of technical details, drawings, samples; issuance of amendment to Purchase 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.

9. NEGLIGENCE & 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.

Recoveries of any dues relating to Purchase Order under which supplier/contractor has defaulted shall be made from pending amount of any Purchase order/Work Order/Contract of the firm or any Security/EMD or PMED lying with PSPCL.

10. 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.

11. EARNEST MONEY DEPOSIT (EMD):

- (i) The Tenderer shall be required to submit Earnest Money at the following rates in the form of Punjab State Power Corporation Ltd. Demand Draft in favor of **Resident Engineer, Mukerian Hydel Project, PSPCL, Talwara** payable at SBI, Talwara before the last date of submission of tender:-

a) Tender valuing less than Rs. 5,00,000 and Spot Tender	Nil
b) Tenders valuing 5,00,000 & above (Other than Spot Tender)	Rs. @ 2% of Tender value rounded off to a multiple of Rs 10/- on the higher side subject to a minimum of Rs 10,000/- and maximum of Rs 20 lac.

- (ii) The following shall be exempted from depositing the Earnest Money:-

- a) Public Sector Undertakings owned by Pb. Govt./Central Govt./Other State Govts. 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.
 - b) Suppliers having Permanent Earnest Money Deposit of Rs.25 lac with the PSPCL provided that a certificate to this effect issued by the Nodal Authority i.e. AO/Hydel Projects, PSPCL, Patiala during six months immediately preceding the due date for Tender opening and showing the Serial. No./Account No. allotted in the Permanent Earnest Money Deposit Register shall be submitted by the Tenderers in the envelope for Earnest Money.
 - c) Suppliers of Proprietary items/ firms supplying items under DGS & D rate contract.
- (iii) (a) In case of Tenders not accompanied by full amount of Earnest Money for the items Tendered but not less than 25% of the amount due, the order/contract shall be awarded only for part of material/equipment service limited to a value corresponding to the actual amount of Earnest Money submitted with the Tender provided the placing of such part order is otherwise feasible and is in the interest of the PSPCL, otherwise such Tenders shall be ignored.
- (b) The amount due, as referred to in clause-12(iii)(a) shall be calculate @ 2% of the Tender value and shall not taken as Rs 20,00,000/- i.e. the maximum amount payable as Earnest Money.

Therefore 25% of earnest money shall thus be worked out on the basis of the entire amount so calculated, which shall, of course, be subject to maximum of Rs. 20,00,000/- and minimum of Rs. 10,000/- In order to dispel any doubt, the correct amount payable of earnest money, in cases covered in clause-12(iii)(a) shall be worked out as per illustration given here under:-

A

Sr. No	Tender Value (say)	EMD @ 2% of Tender value (Rs.)	EMD @ 2% of Col.(3)	Correct Amt. of 25% of EMD to be deposited for qualifying to get 25%	Correct Amount full EMD to be deposited	Remarks
1.	Less than 5 Lacs	Nil	Nil	Nil	Nil	EMD exempted below 5 Lacs
2.	5 lac	10,000	2500	10,000	10,000	Min. EMD as per clause 12(i)(b)
3.	10 lac	20,000	5,000	10,000	20,000	
4.	25 lac	50,000	12,500	12,500	50,000	
5.	50 lac	1,00,000	25,000	25,000	1,00,000	
6.	1 crore	2,00,000	50,000	50,000	2,00,000	
7.	5 crore	10,00,000	2,50,000	2,50,000	10,00,000	
8.	6 crore	12,00,000	3,00,000	3,00,000	12,00,000	
9.	10 crore	20,00,000	5,00,000	5,00,000	20,00,000	
10.	25 crore	50,00,000	12,50,000	12,50,000	20,00,000	Max. EMD as per clause 12(i) (b)

- (iv) Earnest Money shall be forfeited in case of withdrawal/modification of an offer within the validity period, as required in the NIT/Tender Specification after opening of Tender.
- (v) In case of successful Tenders, Earnest Money shall be converted Security Deposit and shortfall, if any shall be got deposited for faithful execution of Purchase Order/Contract.
- (vi) In case of Tenders not accepted, the Earnest Money shall be refunded within 30 days of the award of order/contract of the successful Tenders.
- (vii) In case of firms not falling within the zone of consideration earnest money may be refunded immediately wherever possible.

12. INTIMATION TO CHIEF ACCOUNTS OFFICER/DY. CHIEF ACCOUNTS OFFICER & CONSIGNEES

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/Paying Authority 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 consignees and concerned Chief Engineer for reference, immediately.

13. GOODS AND SERVICE TAX

PSPCL is registered centrally in the state under GSTIN 03AAFCP5120Q1ZC.

- (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 mis-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.

14. INSURANCE

- (i) The rates are required to be quoted F.O.R. destination and it is the responsibility of the Supplier to deliver the material FOR Destination in good condition. Supplier at his option may insure the material against all risks during transit at his own cost for full delivered value of the material upto destination. All works in connection with making and settling of claim, with Railway Authorities and/or Insurance Company, if any, shall be carried out by the Supplier for which no extra payment shall be made by PSPCL. However, necessary assistance required in connection with making and setting 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 by the supplier immediately on receipt of such information from the consignees without, waiting for settlement of claims. However, in case of apparent damages and/or shortages, the consignees shall obtain the loss/damage certificate from the Concerned Authorities and send the same to the Contractor within a period of thirty days from the date of receipt of material. A certificate shall be submitted by the Suppliers/Contractors with each bill to the effect that the material has been duly insured.

- (iii) The consignees shall report losses damages to the supplier within 30 days of the arrival of the equipment. It will, however be the responsibility of the supplier to timely lodge claims on the insurance under writers and to arrange replacement there of.
- (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 the 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 upto the date of the re-commissioning of the equipment after replacement/repair or to the date the default is made good.

15. WARRANTY

"The supplier/Contractor shall be responsible to replace free of cost with no transportation and insurance expenses to the purchaser up to the destination of material/equipment, the whole or any part of the material, which under normal and proper use and maintenance, proves defective in material or workmanship within 12 months from the date it is taken over by the purchaser or 18 months from the date of dispatch in respect of indigenous equipment or 24 months from the date of shipment for imported material, whichever expires earlier. Provided the Purchaser gives prompt written notice of such defects to the Supplier/Contractor. Such replacement shall be affected by the Supplier/Contractor, within a reasonable time not exceeding 6 months of the intimation of defects. Suppliers/Contractor's responsibility arising out of supply of material or its use whether on warranties or otherwise, shall not in any case exceed the cost of correcting the defects or replacing the defective part/material and upon the expiry of the warranty period stipulated above, all such liabilities shall terminate.

The above provision shall equally apply to the material so replaced/repared by the supplier/ contractor under this clause, in case the same is again found to be defective within 12 months of its replacement/ repair.

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 its becoming defective upto date of its re-commissioning after the replacement/repair.

16. 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.

17. DISPATCH INSTRUCTIONS

The material will be required to be dispatched as per the dispatch instructions issued by the PSPCL.

18. RAW MATERIAL

The raw material to be used in the manufacture of the goods/equipment to be supplied against Purchase Order/Contract shall be new and of the best quality of its kind available in the market. The Supplier/Contractor shall be solely responsible for the procurement of raw material required for the purpose.

19. SAMPLES

Whenever asked for, samples must be supplied by the Contractors/Suppliers free of cost. Ordinarily samples will not be returned to the Tenderer/Supplier. However, if desired by the Supplier/Contractor and feasible for the purchaser, the sample shall be returned to him at his own risk and cost.

20. INSPECTION AND TEST

- (a) 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) Stage inspection (if any) shall be carried out by the inspecting officers of the PSPCL or its nominated agency during the course of manufacture.
- (c) On receipt of material in the stores/workshops, 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.

21. 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.

22. 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.

23. CANCELLATION OF PURCHASE ORDER

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. However, if the supplier is debarred as per Clause no 33 (iii) of Section-I, then the cancellation of purchase order shall not have any effect on the debarred status of the supplier.

24. JURISDICTION

All legal proceedings in connection with the Purchase Order/Contract shall be subject to the territorial Jurisdiction of the local Civil Courts at Mukerian, Distt-Hoshiarpur only.

25. ARBITRATION

1. 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 in force, shall be deemed to apply to and be incorporated in the Contract/Purchase Order.
2. 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.
3. 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.

26. ORDER PREFERENCE

PSPCL shall allow an order preference as per the procedure laid down as under to such bidders whose works are situated within the State of Punjab:-

- (a) The rate of Punjab based firms shall be de-escalated by 15% for all the units (i.e. 100* Quoted Rates/115). For these firms quantity upto 20% of the total ordered quantity may be reserved provided their de-escalated rates fall below the lowest

rates considered for the placement of purchase orders/ contract. For the purpose of allocation of quantity against Order Preference, the merit position of the Punjab based eligible firms shall be prepared separately. However, where the Punjab based firms qualify amongst the lowest bidders on their own quoted rates, they shall also form part of the original merit list without order preference for the purpose of allocation of quantity.

- (b) Purchase order on the Punjab firm claiming order preference & found eligible as per clause (a) above would be placed on the lowest rates (L-1) considered for the placement of purchase orders/ contract
- (c) The Punjab based firms claiming order preference shall be required to furnish an undertaking in prescribed form (Annexure-II) on a non-judicial stamp papers of appropriate value duly notarized to the effect that they shall execute the order if placed on them under 'Order Preference' as per the Tender specification. Such undertaking shall be submitted by the Punjab based firms latest by 5.00 PM on the day of opening of price bid and duly acknowledged by the concerned office.
- (d) In case no such undertaking is furnished by the Punjab based firms, who are otherwise eligible for claiming 'Order Preference' as per the Tender specification, their Tender shall not be considered for placement of any order under Order Preference. In the event of refusal by the Punjab based firms to execute the purchase order/contract at their quoted rates or offers made under Order Preference as per 'a' and 'b' above as the case may be after furnishing the above undertaking as per Annexure II their earnest money shall be forfeited apart from initiating further administrative action, such as suspending business dealings blacklisting etc.

27. CONSTITUTION, EXPERIENCE AND FINANCIAL STANDING

The Tenderers shall 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 firm, a copy of the partnership deed and particulars of its partners.
- (iii) If a proprietary concern, the standing of the proprietor and if registered with the Registrar of Companies/Firms, their registration No etc.
- (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 sheets etc. for the last three years, including Trading, manufacturing, Profit and Loss Account should be duly certified by the 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.

28. INFORMATION REGARDING LIST OF BANKERS, THE PURCHASER DEALS WITH

- (a) The Railway receipt/Goods Receipt and invoice etc. to be sent to the authorities as specified in the Purchase Order.
- (b) Any demurrage occurring as a result of sending Railway Receipts/Goods Receipts through a Bank as specified in the Purchase order/ contract will be to the account of the Supplier/Contractor.
- (c) No goods will be accepted by the consignees unless accompanied by challan /invoices containing the prices/quantity etc.

29. SECURITY DEPOSIT

- (i) The successful Tenderers shall be required to submit Security deposit for faithful execution of the purchase order/Contract of value exceeding Rs. 1,00,000/- at the rate of three percent (3%) of ordered value rounded off to a multiple of Rs. 10/- on the higher side. Tenderers exempted from EMD upto Rs. 5.0 Lacs will have to submit security deposit for Purchase Orders valued above 1.0 Lacs.
- (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.
 - (b) Suppliers of Proprietary items/firms supplying material under DGS&D Rate Contract.
- (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 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.

30. CONSIGNEE:

All the equipment dispatched under this tender specification shall be consigned to the SDO/O&M Store, MHP, PSPCL, Talwara.

31. ASSIGNMENT OR TRANSFER OF CONTRACT:

The contractor shall not without the prior written approval of the accepting authority assign or transfer the contract or any share, or interest thereon to any other person.


Dy. Chief Engineer,
O&M Circle, MHP,
PSPCL, Talwara.



SECTION-II
TECHNICAL SECTION

Sub: Purchase of Testing Instruments for MHP, PSPCL, Talwara.

1. SCOPE:

This section covers the technical requirements for supply of testing equipment including testing and commissioning at Mukerian Hydel Project, Talwara.

Unless specifically excluded from the offer, all fittings and accessories, not specifically stated in this specification but which are necessary for satisfactory operation of all the functions of the instrument or to complete the work in a good workman like manner shall be deemed to have been included in the scope of supply of the Bidder.

The successful bidder will have to give demonstration of testing equipments at any PH of MHP, Talwara after the delivery but before releasing the payment to bidder.

The details of the testing instruments to be supplied under these specifications are given as under:

1.1. SCOPE OF SUPPLY

Sr.No.	Description of Item	Qty
1	Earth Leakage Tester	7 Nos.
2	Digital AVO Meter	7 Nos.
3	Clamp On Meter	6 Nos.

1.2. TECHNICAL SPECIFICATION OF TESTING INSTRUMENTS

1.2.1 DIGITAL AVO METER:

Sr.No.	Parameter	Technical Requirement
1.	AC Current range	10 A
2.	DC Current range	10 A
3.	AC Voltage range	1000 V
4.	DC Voltage range	1000 V
5.	Resistance range	≥40.00 MΩ
6.	Capacitance measurement	Yes
7.	Frequency measurement	Yes
8.	Diode measurement and continuity testing	Yes
9.	Temperature measurement with K type Thermocouple	Yes
10.	Measurement Type	True RMS
11.	Peak value measurement.	Minimum and maximum Peak values must hold in VAC, mAAC, AAC
12.	Safety Standard	1000 V CAT III/600V CAT IV as per International Safety standard

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		IEC 61010-1- 2010 and IEC 61557
13.	Protection from Dust and water	Instrument: IP 50 For terminals: IP20 as per IEC60529.
14.	Dual Display	Yes
15.	MIN/MAX function	Yes, Instrument shall have min/max button to record minimum and maximum readings.
16.	Auto Power OFF (APO)	Yes
17.	Hold function	Yes, Instrument shall have HOLD/ON key to hold the current
18.	Display	7 segment display, Min count 4000.
19.	Backlit	Instrument shall have LED backlit to work in poorly light area.
20.	Battery test	Instrument shall show Battery status or low battery indication.
21.	Applicable Safety Standard	IEC 61010-1-2010 and IEC 61557 or equivalent.
22.	Make	MEGGER, FLUKE, MULTI, RISHABH

1.2.2 CLAMP ON METER:

Sr.No.	Parameter	Technical Requirement	
		200A (Qty-1 No.)	1000A (Qty-5 Nos.)
1.	AC current range	200A	1000A
2.	DC current range	200A	1000A
3.	AC voltage range	600 V	1000V
4.	DC voltage range	600 V	1000V
5.	Jaw opening	Min 18mm	Min 50mm
6.	Continuity function	Yes	Yes
7.	Data hold function	Yes	Yes
8.	Backlit display	Yes	Yes
9.	Overload Protection	Yes	Yes
10.	Battery Operated	Yes	Yes
11.	Safety Standard	CAT III 600V	
12.	Make	MEGGER, FLUKE, MULTI, RISHABH	

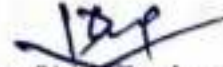
1.2.3 EARTH LEAKAGE TESTER (to check earth leakage current):

Sr.No.	Parameter	Technical Requirement
1.	Safety standard	IEC 61010-1 , IEC 61010-2-032 CAT III 600V phase to earth, CAT II 300V
2.	E.M.C. standard	EN 61326
3.	Measuring method	Dual integration mode

4.	Measuring function	Leakage current and load current
5.	Display	3.5 digital LCD, max. reading of 3200
6.	Current Range	0~30mA/300mA/30A/300A (50/60Hz)
7.	Resolution	0.01mA at 30mA
8.	Ranging	2 ranges
9.	Jaw opening capability	40mm ϕ
10.	Over range indication	Instrument shall display Over range indication
11.	Minimum indication	3200 counts
12.	Low battery indication	Instrument shall display low battery indication
13.	Sampling	Approx. 2 times/s. (Digital display) Approx. 12 times/s. (Bargraph display)
14.	Data hold indication	Instrument shall have Data hold indication
15.	Auto power off	Instrument shall have Auto Power Off function.
16.	Withstanding voltage	AC 3700V 1 minute max. (Between the core of CT and outer case)
17.	Storage temperature	-10°C to 60°C, <70% RH (Non-condensing)
18.	Make	MEGGER, FLUKE, MULTI, RISHABH, Motwane.

2. OTHER TERMS & CONDITION'S:

- (i) Firm shall submit the data sheet/technical literature of the testing Instrument along with his Bid.
- (ii) Performance certificate shall be required for satisfactory performance for minimum one year, from any Govt./Semi-Govt./PSU.
- (iii) Firm shall submit the model No., Part No. etc. of the equipments and its accessories.
- (iv) The instruments shall be rugged, robust and for industrial use.
- (v) **Undertakings:** The instrument/equipment shall be designed with the latest state of the art and technique. The bidder will give undertaking that they will provide after sales services, customer support and maintenance for at least period of 10 years after supply of equipment.
The firm will give undertaking on their letterhead that they will carry out the annual calibration of the instrument free of cost within warranty period.


 Dy. Chief Engineer,
 O&M Circle, MHP,
 PSPCL, Talwara

SCHEDULE OF GUARANTEED AND OTHER TECHNICAL PARTICULARS**A. DIGITAL AVO METER**

Sr.No.	Parameter	Values
1.	Make	
2.	Model No.	
3.	AC Current range	
4.	DC Current range	
5.	AC Voltage range	
6.	DC Voltage range	
7.	Resistance range	
8.	Capacitance range	
9.	Frequency range	
10.	Diode measurement and continuity testing	
11.	Temperature measurement with K type Thermocouple	
12.	Measurement Type	
13.	Peak value measurement.	
14.	Safety Standard	
15.	Protection from Dust and water	
16.	Dual Display	
17.	MIN/MAX function	
18.	Auto Power OFF (APO)	
19.	Hold function	
20.	Display	
21.	Display Count	
22.	Backlit	
23.	Battery test	
24.	Applicable Safety Standard	

B. CLAMP ON METER

Sr. No.	Parameter	Technical Requirement	
		200A	1000A
1.	Make		
2.	Model No.		
3.	AC current range		
4.	DC current range		
5.	AC voltage range		
6.	DC voltage range		
7.	Jaw opening (mm)		
8.	Continuity function		
9.	Data hold function		

10.	Backlit display		
11.	Overload Protection		
12.	Battery Operated		
13.	Safety Standard		


C. EARTH LEAKAGE TESTER

Sr. No.	Parameter	Technical Requirement
1.	Make	
2.	Model No.	
3.	Safety standard	
4.	E.M.C standard	
5.	Measuring method	
6.	Measuring function	
7.	Display	
8.	Current Range	
9.	Resolution	
10.	Ranging	
11.	Jaw opening capability	
12.	Over range indication	
13.	Minimum indication	
14.	Low battery indication	
15.	Sampling	
16.	Data hold indication	
17.	Auto power off	
18.	Withstanding voltage	
19.	Storage temperature	

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SCHEDULE OF REQUIREMENT (Un-priced Bid)

Sr. No.	Description	Unit	Qty.	GST (%)	Any other Tax (%)
1	Earth Leakage Tester	Nos.	7		
2	Digital AVO Meter	Nos.	7		
3	Clamp ON Meter	Nos.	6		


Dy. Chief Engineer,
O&M Circle, MHP,
PSPCL, Talwara.

SCHEDULE OF DEVIATIONS FROM COMMERCIAL CLAUSES

All deviations and exceptions in respect of commercial clauses to the tender specification shall be clearly brought out by the tender as per the format given hereunder. The details shall be exhaustive in all respects.

Sr. No	Clause No.	Page no. of Tender Spec	Exceptions & Deviations from the tender Spec.	Remarks

Certified that the above listed deviations and exceptions are exhaustive and the contract shall be executed as per the tender specifications except for the above deviations and exceptions in the event of placing an order on us.

No cognizance of the commercial deviations mentioned else where shall be taken.

Date:

For M/s

Place

Signature
(By its constituted attorney)
Seal

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SCHEDULE OF TECHNICAL DEVIATIONS

All deviations from technical clauses shall be clearly brought out by the tenderer as per the format given hereunder. The details shall be exhaustive in all respects.

Sr. No	Clause No.	Page no. of Tender Spec	Exceptions & Deviations from the tender Spec.	Remarks

Certified that the above listed deviations and exceptions are exhaustive and the contract shall be executed as per the tender specifications except for the above deviations and exceptions in the event of placing an order on us.

No cognizance of the technical deviations mentioned else where shall be taken.

Date:

For M/s

Signature
(By its constituted attorney)
Seal

JA

UNDERTAKING FORM

(To be entered on a Non-judicial Stamped paper of appropriate value only)

I/We-----on behalf of M/s-----state that our works are situated in the State of Punjab and we claim "order Preference" as stipulated in the P.S.P.C.L Tender Enquiry No.-----opened on -----against which we have submitted our offer dated -----. We undertake to execute the order/contract upto a maximum of -----nos. /quantity if placed/awarded on/to us even by counter offer at the rates worked out by Punjab State Power Corp. Ltd. in accordance with its Purchase Regulations. It is further understood that in the event of refusal by us or failure on our part to execute the order/contract (in full or in part) placed/awarded on/to to us under 'Order Preference' on any account what-so-ever, the Punjab State Power Corp. Ltd. shall have the right to forfeit the Earnest Money/ PEMD deposited by us and we shall have no claim for the refund thereof. The Punjab State Power Corp. Ltd. shall also have the right to suspend business dealings/blacklist with/my/our firm, without prejudice to other rights accruing to the Punjab State Power Corp. Ltd. under the Purchase Order/Contract if placed/awarded on/to us.

Signature of Constituted attorney



CONTRACT AGREEMENT FORM

(To be entered on a Non-Judicial Stamped paper of appropriate value only)

This contract agreement made thisday of.....in
the year.....between the Punjab State Power Corporation Ltd.
hereinafter called Purchaser and M/s.....having their Regd. Office at
..... Herein after called 'Contractor' for the supply and delivery /construction of
.....in accordance with Tender Enquiry No.....
dated..... and Contractor's proposal
No.....dated.....

This is not a confirmation of the advance acceptance notified in the Purchaser's letter
No..... wherein the Purchaser has accepted the proposal of the Contractor for the
supply and delivery/Construction of as per Purchase/Work Order
No.....

In view of the forgoing , 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 Contractor's proposal and related correspondence and the
Purchase Order acknowledged/accepted by the contractor form part of this agreement.

This agreement containspages.

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

CONTRACTOR PURCHASER

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SCHEDULE OF PRICES (PRICE-BID)

Sr. No.	Description	Qty (Nos.)	Unit ex-works rate including Packing & Forwarding charges in Rs.	Unit Freight & Insurance in Rs.	Sub Total per unit price in Rs. (4+5)	GST on cl. No. 6 (%)	GST Amount On cl.6 (Rs.)	All inclusive FOR destination rate per unit in Rs (6+8)	Total Amount (3*9)
1	2	3	4	5	6	7	8	9	10
1.	Earth Leakage Tester	7							
2.	AVO Meter	7							
3.	Clamp On Meter	6							
4.	Total (1+2+3)								

Note:

1. Performa for price schedule shall be duly typed and prices written by hand may not be accepted.
2. Evaluation shall be done item-wise.