



Memo. No:- 2607/2613

Dated:-24-08-2023

**ENQUIRY :-5/2023-24 Date:- 24.08.2023**

To.

M/S

1. Premier Engineers, Shop No.2. 1<sup>st</sup> floor, Cabin No.101,MS Enclave Dhakoli, Zirakpur, Mohali (SAS Nagar)PB 140603
2. Perfect Engineers & Traders,SCF 498, Basement,Motor Market,Manimajra,Chandigarh-160101
3. Hi Tech Constructions D-4<sup>th</sup> Floor,Noble Enclave, Opp Hotel Park Plaza,Ludhiana-141001
4. Protel Networks, Jawaharo Market,244/24,First Floor,Jawaharo Market,Phatak Karor, Ajmeri Gate Delhi. 110006
5. Techno Solutions, C102,A30, Industrial Area Phase-7,Mohali-160055
6. Notice Board Sarna
7. PSTCL Web portal.

**Subject:- Quotations for Online Power Transformer Oil Leakage Repair Kit for sub station under P&M Division Sarna**

Dear Sir,

You are requested to supply your quotations at the lowest rate for the below noted items:-

Sealed tenders are invited for the supply of the following material as per Corporation's tender specifications

Item No.	Description & code of the item	Quantity	Enquiry No./Date	Last date & time of downloading/ obtaining of specifications/ tender documents	Last Date & time of receipt of tenders	Last Date & time of opening of tenders
1	2	3	4	5	6	7
	Online Power Transformer Oil Leakage Repair Kit (Detail Attached)	(Detail Attached)	05/ 24.08.23	11.09.2023	13.09.2023 at 11:00 am	13.09.2023 at 12:00 pm

- For detailed NIT & Tender specification, please refer to\_\_ (address of e- Tendering website of PSTCL ( [pstcl.org/nit\\_live.aspx](http://pstcl.org/nit_live.aspx) )/ contact the concerned office.
- A set of tender documents containing technical specifications, general instructions, place and schedule of opening of tender & delivery and terms & conditions can be obtained free of cost from this office/downloaded from e-tendering site of PSTCL.
- All tenders must be accompanied by Earnest Money at the rates prescribed in the tender documents through RTGS/NEFT/Net Banking etc. except in the case of those tenders who are specifically exempted there under.
- Telephonic/Telegraphic quotations shall not be accepted. Tender not submitted on prescribed form/manner will be liable to be rejected.

- No Specification/Tender documents will be issued to the blacklisted/ineligible firms.
- Negotiation, if required, shall not be held except with the lowest tenderer.
- Any firm which are defaulter for the supply of 25% or more quantity of the ordered quantity for more than 9 months from the date of expiry of the Contractual Delivery Period at the time of opening of the Tender enquiry, shall be regarded as defaulter and shall not be eligible for participation in any new Tender enquiry for a period of three years from the date of issue of Purchase Order in which it has defaulted. This clause shall be applicable item wise (all types sizes and ratings) against which the firm has become defaulter under the above said conditions. However, different voltage class will be considered as separate item.
- The Purchaser reserves the right to reject any or all of the tenders received, without assigning any reason.
- The competent authority may distribute the quantity to be procured on one or more firms as per prevailing Purchase Regulation.
- Conditional tenders shall not be accepted.
- Quotations received by email/ fax will not be accepted except for proprietary items.
- The offer should preferably be valid for 120 days from the date of opening of tender enquiry or as specified in NIT

**Note:- Bidder must be authorized from manufacture firm**



ASE

P&M Divn. Sarna

Sr No	Description	Qty	Rate Per Unit	Amount
1	Online Power Transformer Oil Leakage Repair Kit :- 1. a) Silicon Sealant (RTV 280/300 ml) x 4 Nos. (Material Should be from standard make) b) Solvant based Cleaner (400 ml) x 5 Nos. (Material Should be from standard make)	4 Nos.		
2	2. Metal filled Epoxy (454 gm x 1 No. (Material Should be from standard make)	9 Nos.		

## **GENERAL TERMS AND CONDITIONS TO BE OBSERVED BY TENDERERS**

1. The following instructions must be carefully studied/complied by all tenderers 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 other-wise competitively lowest offer. Quotations/tenders/ 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, triplicate or quadruplicate as desired and all copies shall be separately tagged and clearly marked as 'Original', 'Duplicate', 'Triplicate' or 'Quadruplicate'.
    - b) The tenderer shall seal original or each part of the Tender separately in double envelop duly marked as Part-I and Part-II. The inner envelop of each part of the Tender shall indicate the name and complete address of the tenderer. The Tender shall be submitted in duplicate, triplicate or quadruplicate as desired. Other copies of the Tender shall be similarly sealed and marked. Envelope marked Part-I 'Commercial & Technical conditions' (Qualifying Financial Effects) shall be opened first. In case financial effects are unambiguous and without any reservations specified and offer is technically acceptable, only then Part-II 'Price Bid' of those tenderers shall be opened.
    - c) Quotations received by email/ fax will not be accepted except for proprietary items.
  - (iii) In case of e-tendering:
    - (a) The tenderer shall submit online three part bid by the stipulated date/time. Part-I shall be submitted manually till e-payment gateway becomes operational. After e-payment gateway is made operational, then the EMD/PEMD shall only be submitted online. Part-II & III shall be submitted online through e-Tendering portal only.
    - (b) While opening the tenders, Part-I of the Tender shall be opened first by the tender opening committee and if earnest money is found in accordance with the terms of NIT only then Part-II-'Commercial & Technical conditions' shall be opened.(verification of correctness of particulars of EMD will be made immediately after opening of Part – II). The purchasing agency will open the part – II of the tender and shall get the details of EMD verified submitted by the tenderer from the account in which the amount has been received on the noting of purchase file. In case offer is technically & commercially acceptable, only then part-III 'Price Bid' shall be opened. Any tender, if it doesn't meet the NIT requirements or technically or commercially unsuitable, shall be rejected in Part I, Part II & Part III as the case may be.

2. The Officer inviting tenders, Contracting/Purchasing Agency/PSTCL (hereinafter 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 Tenderer/bidder in the preparation of its tenders and nothing shall be paid on this account.
3. In case of tenders processed manually, Quotations/Tenders should be enclosed in double covers both addressed to ASE P&M Divn. Sarna (Officer/Agency inviting tenders). Both (inner & outer) covers shall be sealed and superscribed with Tender No. as given in the Tender Enquiry/NIT/Tender Specifications alongwith the Tendered item and date on which the Tender enquiry is due for opening.
4. Quotations/Tenders shall be received in the office of ASE P&M Divn. Sarna (Purchaser), upto 13.09.2023 at 11:00 am (the date and time specified in the NIT/Tender Specifications) and shall be opened 0613.09.2023 at 12:00pm (the date and time specified in the NIT/Tender Specifications) in the presence of bidders or their authorized representatives who wish to be present. In case the due date of opening tender enquiry happens to be a holiday, then the tenders shall be received and opened at O/o ASE P&M Divn. Sarna respectively on the next working day.

**Note :-**

**In case any dispute arises while opening the tender then to sort out the dispute, concerned CE/HOD shall be the competent authority.**

**5. Prices:**

The unit rates shall be quoted F.O.R destination at ASE P&M Divn. Sarna The breakup of the F.O.R. destination price shall be given by the bidders as under:-

- (a) The price of material including of Packing & Forwarding charges forming part of production cost, freight charges and transit risk insurance etc. included/covered in F.O.R. destination price.
- (b) Packing/Packaging cost not forming the part of production cost, handling charges, cartage.

All taxes and statutory duties leviable on the price of finished goods as per clause 5.1 shall be paid extra as applicable from time to time provided the same are shown separately in the quotation/tender as prevalent on the date of submission of tenders, to be paid at the rate as may be actually prevalent at the time of supply, otherwise these elements shall be deemed to have been included in the quoted prices and will not be paid extra. This clause is also applicable to any tax, duty, levy payable by PSTCL under reverse charge mechanism.

In case of Tenders processed manually, the Performa for price schedule shall be duly typed and prices written by hand shall not be accepted. (These stipulations shall be highlighted in the Tender specification and special note in this regard shall also be

appended in the price schedule Performa). 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 read in consensus by the members of the tender opening committee and they shall write the understood agreed figure/word at the same place encircled and shall sign as token of their understanding and consensus.

**NOTE:** (not to form part of specification).

Initially the cost can be worked out by either comparison with existing rates/market price or any other feasible means and there after these prices should be regularly updated in accordance with the relevant indices, just to have the rough estimate of market prices.

The bidders shall not be allowed to indicate over all discounts on the quoted price for which split up has been given. However, quantity/payment discount can be given by the bidder in 'Commercial and Technical conditions' of the Tender. Any firm either offering discount on the quoted price or offering discount after the opening of the Tender enquiry shall be rejected out rightly.

In case rates are quoted ex-works/ex-godown only & for imported material, freight charges, transit risk insurance, handling and clearance charges, F.O.B. & C.I.F. commission of clearing agents at Ports should also be indicated in 'Price Bid' of the Tender.

The breakup of total price should be i.e. Ex-works price, customs duty, CVD, ACD, Cess, CIF/FOB charges, Goods and Service Tax, Freight, Insurance and Packing & Forwarding charges, Cartage, any discount and any other statutory levies & charges etc.

The split up of ex-works prices shall indicate the cost of raw material, labour component and overhead expenses. Raw material can further be divided into 3-4 parts depending, upon type of material.

**Statutory variation:** All taxes and duties leviable on the price of material& services as per clause 5.1 and shown separately by the supplier in his quotation as on the date of submission of tenders as per clause 5.2 shall be paid at the rate as may be actually prevalent at the time of supply. However, if the supplier offers concessional rate of statutory levy/tax/duty or is altogether exempted from statutory levy/tax/duty under any exemption certificate, area based exemption or any other exemption at the time of submission of tender, then the lapse of such concession/exemption during the dependency of the purchase order/contract agreement shall not be treated as statutory variation. Such statutory levy/tax/duty or variation thereof shall be borne by the firm/supplier by absorbing the statutory levy/tax/duty to the extent it was applicable to other firms at the time of submission of tenders.

The quoted prices shall be 'FIRM'/'VARIABLE' as per the requirement. However, where variable prices are quoted, prescribed formula for price variations on the base price of component elements as applicable on the first day/first working day of the calendar month, one/ two/three months prior to the date of opening of the Tender enquiry, as per requirement of the item, shall form the basis for quoting variable rates. However, price adjustment shall be made on corresponding rates of variable elements prevailing on the first day/ first working day, of the month prior to (as

prescribed in the Price Variation Formula) the date of readiness of material intimated in the offer by the firm for inspection or the date on which the offer for inspection of material is duly received in the concerned office (whichever is later), if the date of readiness of material is not specified in the offer. However, the period of two weeks for inspection as per Clause-23 of Schedule-E will not be counted for computing Price variation.

In case of delayed deliveries, the purchaser reserves the right to make payments for price variation on the basis of price computed according to the contractual delivery date or actual delivery date or date of offer whichever is advantageous to the purchaser.

Wherever the prices of raw material are controlled by the Government, the basis shall be Government notification from time to time and in the remaining cases, notifications/ circulars issued by recognized associations like IEEMA, CACMAI etc.

**Note:** Authority to decide the rates as FIRM or VARIABLE shall be the concerned Head of Department. Where the bidder does not specify the prices as FIRM or variable, the same shall be treated as FIRM.

## **6. Validity of offer**

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

## **7. Terms Of Payment**

- 1) 100% 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 alongwith all requisite documents like bills, receipted challans/GRN, insurance cover, GST Invoice, GST certificates, test certificates, other literature, commissioning/clearance certificate of the equipment etc. subject to furnishing a Bank Guarantee of 5% of the amount valid for a period of three months after the receipt of operationally complete material/equipment against that consignment. The Bank Guarantee shall be returned/released after receipt of GRN from the stores indicating no shortages.

In case Bank Guarantee of 5% of amount is not furnished then 5% amount shall be deducted from the bills and the same shall be refunded after receipt of GRN from the stores indicating no shortages.

In case the bills are accompanied with GRN indicating NIL shortages then 100 % payment will be made.

### **Not to be printed in PO**

In case GRN is not received from the stores within three months after the receipt of material then one month notice through registered post- Acknowledgement Due shall be served on concerned AE/AEE in-charge of store, Sr. Xen as well as concerned Superintending Engineer. After expiry of notice period, it shall be assumed that there are no shortages against the consignment and the BG/5% deduction amount shall be released at the risk and responsibility of the concerned AE/AEE in-charge under intimation to the Sr. Xen/stores and concerned Superintending Engineer-in-charge.

- 2) 100% payment against dispatch documents through Bank may be allowed for procurement of material from sole proprietary firms by the competent purchasing agency.
- 3) 100% advance payments shall be permissible with the approval of concerned Director and Director/F&C only in case of emergent purchases.
- 4) For delay in payments made by PSTCL beyond the stipulated period as per terms of payments clause i.e. 45 days, compensation shall be credited @ 0.5% of the payment so delayed per month or part thereof to be adjusted against Liquidated Damages levied or to be levied subject to a maximum of such damages leviable due to delay in deliveries under the contract. However, all-out efforts shall be made to prioritize the payment to all suppliers covered under MSMED Act-2006.
- 5) If the supplier submit bills alongwith all requisite documents like bills, receipted challans/GRN, insurance cover, GST invoice, GST certificates, test certificates, bank guarantee, other literature, commissioning/clearance certificate of the equipment etc. within 7 days of receipt of material, the payment will be made within 45 days from the date of receipt of material. Otherwise, 45 days to make the payment shall be counted from the day when the firm submits all requisite documents as mentioned above.

## **8. Delivery Schedule**

The offer should clearly indicate schedule of deliveries, date of commencement and completion of supplies against items indicated in the Notice Inviting Tender/ Specification which shall normally cover period for entire job of manufacture, testing, inspection and supply after acceptance of material after inspection and shall be reckoned from the date of dispatch in case of rail transport and Receipted Challan/ Goods Receipt Note in case of road transportation by Goods Carriers. Purchase Orders shall be strictly placed on the above understanding Ex-stock and Early deliveries may be preferred, if required. However, The Purchaser reserves the right to defer the supplies of material, whenever deemed necessary. The necessary extension of Contractual Delivery Period for this period of deferment shall be granted to the firm on the same terms and conditions as contained in the Purchase Order-cum-contract agreement.

### **Note (not to be incorporated in NIT/PO):-**

- (i) The approval of deferment shall be given by the Director-In-charge and the approval of lifting the same shall also be given by Director Incharge.
- (ii) The extension of CDP shall be done/issued with the approval of HOD concerned.
- (iii) In addition to extension in CDP corresponding to the period of deferment, an additional commencement period as under shall also be admissible to all the suppliers:-
  - a) For deferment upto 60 days, commencement period of 7 days.
  - b) For deferment more than 60 days, commencement period of 14 days.
  - c) For deferment of unspecified period, additional commencement period shall be equal to original time for commencement of first lot (excluding time allowed for approval of drawings, GTP etc)

The responsibility for watching the progress of supplies in respect of each purchase order and a rigid adherence by the supplier to this delivery schedule right upto the completion of the purchase order, shall rest with the purchasing agency which shall take necessary timely action to issue warning notices/ telephonic reminders to the supplier with a view to getting the supplies expedited.

**9. Liquidated Damages for Delay in Delivery**

If the contractor/supplier fails to deliver the material/equipment within the stipulated delivery period of the Purchase Order/Contract then the same is liable to be rejected and if accepted, contractor/supplier shall be liable to pay liquidated damages to the Corporation a sum equivalent to half percent (0.5%) of the cost of undelivered supply/incomplete equipment per week of delay or part thereof not exceeding 10% of the cost of complete unit of undelivered equipment/material so delayed. The Corporation may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligations and liabilities under the contract.

There will be slack of one month that will not involve any additional financial implication. Delay beyond slack period will attract liquidated damages for the period of delay including slack period.

No bonus will be given for earlier Completion of the Facilities or part thereof.

**10. 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.

In exceptional circumstances, where the supplier supplies for an extension of the due date of delivery well before that date, and advances good and valid reasons for claiming the extension to the satisfaction of the purchasing agency, that agency may grant such extensions by amending the relevant clause of the purchase order and in such a case, no liquidated damages in term of regulation no. 9 shall be leviable or recoverable from the supplier. Where the reasons given by the supplier are not convincing, the request for extension shall be rejected and all delayed supplies, if accepted, shall be subject to the levy of liquidated damages as per regulation.

Provided that where an extension is granted under this clause by the purchasing agency, it shall be made clear to the supplier that the Corporation shall not be liable to pay a higher price in terms of the price variation clause beyond what should have been payable, had the supplies been effected according to the original schedule of deliveries. Such a stipulation will also be made in the amendment issued to the purchase order. Extension of delivery period is to be allowed by the authorities mentioned under clause no. 30.1.2 of main regulations.

**11. Negligence & Default**

In case of negligence on the part of 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 purchase order/contract, given in writing by the purchasing agency may give 21 days' notice in writing to the Supplier/Contractor with the approval of HOD to make good the failure or neglect or contravention at the sole risk of the supplier and if the supplier/contractor fails to



comply with the notice within a timeframe considered to be reasonable by the purchasing agency, the business dealings shall be suspended/terminated with the firm for a specific period or in extreme cases the firm shall be blacklisted forever by the purchasing agency.

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.

Further in case of such default by the Supplier/Contractor, the purchaser may also claim reasonable compensation/damages etc apart from suspension of business dealing with the supplier/Contractor and forfeiture of the security.

**Note: (not to be incorporated in specifications/Purchase Order)**

1. The action taken under this clause regarding suspension/termination shall be intimated to all the organizations of PSTCL. However, action regarding forever blacklisting shall also be intimated to all the other Power Corporations/Power nigrams/state utilities.
2. The competent authority to approve action under this clause shall be the same as defined under clause 13 of main regulations.
3. 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 the Corporation.

## **12. Replacement of rejected material**

Material found sub-standard or defective or not conforming to the prescribed specification in any manner at consignee's end shall not be accepted and intimation to this effect shall be given to the supplier, the purchasing agency and the SE/Stores by the consignee. The purchasing agency shall promptly take up the matter with the supplier and ask him to rectify or replace the defective/sub-standard material forthwith, and in any case, within a period of 45 days from the date of original supply, failing which, the Corporation shall reserve the right to get the defect rectified at the supplier's cost or to dispose of such material and adjust the sale proceeds thereof if any, against its claim on the supplier. The supplier shall also be notified that all expenses involved in the replacement by way of handling, transportation, storage etc. which shall also be on supplier's account.

The above provision shall apply mutatis mutandis to the material found sub-standard or defective during the period of warranty.

## **13. Force Majeure**

Notwithstanding any provisions of this regulation during the pendency of the Contract/Purchase Order, if the performance of the purchase order by either party, in whole/part or any obligation there under, is prevented/delayed by causes arising out of any 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 of extraordinary nature beyond their reasonable control excepting causes purely of commercial nature, neither of two parties shall be made liable for loss or damages due to delay or failure to perform the contract during the occurrence 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.

#### **14. Earnest Money**

The Tenderers shall be required to submit Earnest Money at the following rates through Net Banking or RTGS/NEFT along with the tenders:-

- |   |  |
|---|--|
| a) Tenders Valuing less than Rs. 5.00 lacs and spot tenders.          | ---NIL---  |
| b) Tenders Valuing Rs. 5.00 lacs and above (Other than spot tenders.) | @2% of tender value rounded off to a multiple of Rs. 10/- on the higher side, subject to a minimum Rs. 10,000/- and a maximum of Rs. 10 lac. |

The following shall be exempted from depositing Earnest Money:-

Public Sector undertakings fully owned by Punjab. Govt./Central Govt./Other State Govts. supplying material directly through units owned by them provided that a certificate of Govt. ownership issued by the concerned Govt. Department shall be submitted in the envelope for Earnest Money. Exemption shall not be applicable if the tender is submitted for supply of material through private unit/manufacturer.

Suppliers having permanent earnest money deposit of Rs. 10 lacs with the Corporation provided that a certificate to this effect issued by the Accounts Officer/CPC, during three 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 online. Accounts of Permanent Earnest Money deposit shall be maintained by AO/CPC.

Sole Manufactures/Suppliers of Proprietary items, Standardized firms.

Suppliers covered under MSMED Act, 2006.

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 Corporation, otherwise such tenders shall be ignored.

The amount due, as referred above shall be calculated @ 2% of the tender value and subject to maximum amount of Rs. 10,00,000/-. Therefore 25% of the 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. 10,00,000/- and minimum of Rs. 10,000/-.

In order to dispel any doubt, the correct amount payable of earnest money, in cases covered in 14.2.5 clause shall be worked out as per illustration given here under:-

Sr. no .	Tender Value (say)	EMD @ 2% of Tender value (Rs.)	EMD @ 25% of col.3	Correct amt. of EMD to be deposited for qualifying to get 25% of NIT Qty.	Correct amt. of full EMD to be deposited	Remarks
1	2	3	4	5	6	7
1	less than 5 lacs	-	-	-	-	EMD exempted less than Rs. 5 lac
2	5 Lac	10,000	2,500	10,000	10,000	minimum EMD as per clause 14.1
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	10,00,000	
9	10 Crore	20,00,000	5,00,000	5,00,000	10,00,000	
10	25 Crore	50,00,000	12,50,000	10,00,000	10,00,000	Maximum EMD as per clause 14.1

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 oftender.

In case of successful tenders, Earnest Money shall be converted into Security Deposit and shortfall, if any, shall be got deposited for faithful execution of Purchase Order/Contract.

In case of firms not falling within the zone of consideration, earnest money may be refunded immediately wherever possible. For the firms falling within zone of consideration, EMD shall be refunded within 30 days of the award of order/contract to the successful Tenderers or the closing of the Tender Enquiry.

In case of tender not accepted, the Earnest Money shall be refunded within 30 days thereafter.

If a firm withdraws its bid before the due date of opening of tender, the EMD of the firm shall be refunded within one month from the date of issuance of release order by the tender inviting authority.

No interest shall be paid by PSTCL on EMD/PEMD deposited by the tenderer/bidder.

#### **15 Intimation to Purchasing agency/Accounts Officer & Consignee**

The suppliers will have to intimate in advance the probable date of dispatch through fax/ email followed by advance intimation regarding the actual date of Railway/Lorry Receipt to the purchasing agency as well as Accounts Officer concerned to enable them to arrange payment, failing which demurrage, wharf age etc. will be to Supplier's account. A copy of such intimation shall also be immediately sent to the consignees, concerned Chief Engineer for reference.

## 16. GST & Other Statutory Levies

PSTCL is registered centrally in the state under GSTIN03AAFCP4714J1ZK.

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 Transmission 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 Transmission 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\_

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.

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.

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.

Further any loss due to non-availability of ITC or levy of penalty/interest payable by PSTCL 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.

Further GST at applicable rates on principal supply shall be payable on Freight and Insurance.

Any other statutory levies shall be payable in case it is shown separately in the quotation/tender.

## **17. Insurance**

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 at 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 upto destination. All works in connection with making and setting of claim, if any, with Railway Authorities and/or Insurance Company or any other party shall be carried out by the supplier/contractor for which no extra payment shall be made by the Corporation. However, necessary assistance required in connection with making and settling of such claims, if any, shall be provided by the consignees.

All damages and or shortages during transit as covered by the Insurance shall be made good immediately on receipt on 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 Railway Authorities/Transport party and send the same to the Supplier/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.

The consignees shall report losses and damages to the firm within 30 days of the arrival of the equipment at the site. It will, however, be supplier's responsibility to prefer timely claims on the insurance underwriters and to arrange replacement thereof to the consignees.

The suppliers shall be wholly responsible for the loss, shortages and damages etc. during transit. Such shortage and damages 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.

In case replacement/repair of defective material is not carried out within six months of intimation of damages, supplier shall have to pay interest at the rate 12% per annum on the payments made by the PSTCL from the date of its payment upto the date of the re-commissioning of the equipment in satisfactory working condition after replacement/repair or to the date the default is made good.

## **18. Warranty**

### **(a) Warranty for equipment other than Transformers.**

The Supplier/Contractor shall be responsible to replace free of cost (with no transportation and insurance expenses) to the Corporation upto 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 of acceptance by the purchaser or 18 months from the date of dispatch in respect of indigenous equipment, 24 months from the date of shipment for imported material which ever 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 in any case exceeding 6 months from the date of intimation of defects. Suppliers/Contractor's responsibility arising out of supply of material or its use whether on warranties or other-wise of correcting the defects or replacing the defective part/material shall

in any case exceed the cost of original 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/ repaired 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 6 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 intimation of its failure/damage upto date of its receipt in store/re-commissioning after the replacement/repair whichever is earlier. PSTCL shall get the repaired equipment recommissioned on priority.

In case the supplier fails to remove the defective supply within a reasonable period, despite serving written notice to him, the corporation in addition to charging interest @12% as per above clause also reserves the right to dispose of defective material in any manner considered fit by it at the sole risk and cost of the supplier. Any sale proceeds of the defective material after meeting the expenses incurred on its custody, disposal, handling etc. shall however, be credited to the supplier's account and set-off against any outstanding dues of the Corporation against the supplier. Suppliers/Contractor's responsibility in total shall not in any case exceed the cost of original equipment.

**(b) Warranty For Transformers (including Power transformer, CT, PT, CVT and Reactors)**

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 transformer(s) mentioned above, the whole or any part of the transformer(s) which gets damaged within 60 months from the date of commissioning of the transformer(s) by the purchaser or 66 months from the date of dispatch, whichever is earlier. The consignee /purchaser or concerned officer shall give written notice of such failure/damage to the supplier/contractor. Such replacement shall be effected by the supplier/contractor within a reasonable time not exceeding 6 months for CT/PT/CVT/66KV PTF, 9 months for 132KV PTF/Reactor, 12 months for 220KV PTF/Reactor and 15 months for 400KV PTF/Reactor of the intimation of failure/damage. This period includes lifting of the TFs from store, its repair at supplier/contractor's works and return of the same after repair to the store. In case the damaged transformer is not lifted and returned after repair by the supplier/contractor within a period of 9 months in case of CT/PT/CVT/66KV PTF, 12 months for 132KV PTF/Reactors, 15 months for 220KV PTF/Reactors and 18 months for 400KV PTF/Reactors, an action shall be initiated against the Supplier/contractor as per the terms of PO cum agreement. Any extension in return of the equipment beyond the stipulated period shall be considered on merits with the approval of Director/T and Director/F&C.

In case the replacement of damaged transformer is not carried out within /6/9/12/15 months as applicable of intimation of failure/damage the supplier/contractor shall have to pay interest @ 12 % p.a. of the value of each complete transformer, beginning from the date of intimation of its failure/damage up to the date of its receipt in the purchaser's stores after replacement/repair. Further an amount equivalent to the cost of transformer(s) shall be retained by PSTCL from any amount of the firm

Pending against the same or any other Purchase order. The amount so retained shall be refunded to the firm only after return of the transformer(s) after repair/replacement, but the amount of interest @ 12% p.a. recoverable from the firm i.e. from the date interest becomes due till the date up to which full payment is with-held by PSTCL would not be refunded. If no payment of the firm is pending with the PSTCL against any other PO or the same is less than the cost of transformer(s) damaged within warranty period, such amount would be deducted from any security, EMD or PEMD lying with the PSTCL and adjusted in the manner explained above. In case the total amount of EMD/PEMD/Security of all POs is less than the value of transformer(s) damaged within warranty period, action shall be taken by PSTCL as per provisions of the relevant law. Action as per negligence & default clause of the P.O. shall also be initiated. Moreover the performance of the firm regarding repair/replacement of transformer(s) damaged under warranty shall be given due importance while placing future orders on such firms.

Supplier/contractor's responsibility arising out of supply/repair of transformer or its use whether on warranties or otherwise shall not in any case exceed the costs of transformer, and upon the expiry of warranty period stipulated above, all such liability shall terminate.

The above provisions shall also equally apply to the transformer(s) so replaced/repared by the supplier/contractor under this clause, in case the same again gets damaged within remaining part of the original warranty period or twelve months whichever is more.

**19. Changes**

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

**20. Dispatch Instructions**

The material will be required to be dispatched as per the dispatch instructions issued by the PSTCL; however, efforts shall be made to consign the material to minimum number of stores against each item of P.O. as far as possible.

**21. 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 (unless it is of the quality specifically mentioned in the NIT) of its kind obtainable in the market. The Supplier/Contractor shall be solely responsible for the procurement of raw material required for the purpose.

**22. Samples**

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

## 23. Inspection and Test

- (i) The Corporation shall inspect, examine and test the equipment/ material through its official (s) and/or through an outside agency nominated by the PSTCL at the Manufacture'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 tests in accordance with approved standards free of cost. A copy of the inspection/test report shall be attached by the supplier in original with forwarding railway receipt or the receipted goods challan as the case may be.
- (ii) Provided that the inspection and/or test may be waived off in special circumstances by the purchasing agency after recording reasons thereof in writing with the approval of concerned Director and Director/F&C. The supplier will send the consignment or consignments without the inspection.
- (iii) Stage inspection shall be got carried out by the concerned HOD at random at supplier's works for transformers to start with.

On receipt of material in the stores/workshops, PSTCL 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. On receipt of such intimation from consignee(s), the CE in charge of the stores shall fix a date and time for joint verification under intimation to the supplier & all concerned giving minimum 10 days' time. The checking shall be carried out in the presence of firm's representative at Destination Station and in case the firm's representative does not happen to be present at destination on the specified date & time so fixed, then PSTCL shall be at liberty to do joint verification in his absence.

The shortage/discrepancies so detected shall be applied on the full lot. In case shortage/discrepancies, in particular lot supplied to various consignees, are also noticed by different consignees, the above procedure shall be followed for joint verification by each and all such consignees. The maximum shortages/discrepancies detected by any of the consignees shall be applied to the entire lot of material supplied to various consignees. In case of any failure of material during random checking, PSTCL reserves the right to reject the entire lot at the risk and cost of the supplier.
- (iv) In addition to the inspection and tests referred to in the forgoing clauses in this regulation, it may be necessary in certain cases to prescribe the submission of test certificates issued by the supplier's own laboratories or any other agency specifically mentioned in the purchase order. In such cases, the purchasing agency shall further ensure that the prescribed certificate has been received and duly accepted by it before settling the supplier's claim.
- (v) 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.



#### **24. Test Certificate and Instruction Book**

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

- |       |   |                           |
|-------|---|---------------------------|
| (i)   | Printing Pamphlets Catalogues   | 4 Copies                  |
| (ii)  | Instruction Book  | 4 Copies                  |
| (iii) | Drawings  | 4 Copies                  |
| (iv)  | Any other relevant information (to be incorporated at the time of placing the purchase Order) | Copies as per requirement |

In case, the goods have not been inspected/tested at the manufacturer's works by a representative of the Corporation, the Supplier/Contractor shall furnish the following certificates along with consignment for facility of the consignees:-

- (ii) Type Test Certificate/Acceptance Test Certificate
- (iii) Routine Test certificate

#### **25. 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.

#### **26. Cancellation/Foreclosure Of Purchase Order**

The purchaser reserves the right to cancel the purchase order/ contract as a whole or in part by foreclosing it at any time without any financial liability on either side prior to the receipt of intimation regarding taking in hand the manufacturing 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 lowest of the following rates 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 penaltyas applicable or;
- b) Rates received against subsequent Tender Enquiry/Enquiries

In case the supplier refuses to accept the offer, then the purchase order shall be cancelled/foreclosed without any financial liability on PSTCL. However, if the supplier

is debarred as per Regulation 15.1 (viii), then the cancellation/foreclosure of purchase order shall not have any effect on the debarred status of the supplier.

The authority to cancel/foreclose the Purchase order/contract in above cases shall be the concerned Head of Department in cases approved by BoDs/WTDs/CPC/PC(General). In other cases, the authority accepting the tender shall be self competent.

**27. Jurisdiction**

All legal proceedings in connection with this Purchase Order/Contract shall be subject to the territorial Jurisdiction of the Local civil Courts at **Pathankot District** only.

**Note** - Place/Station to be inserted by the concerned office keeping in view the place/station where-from the Purchase Order is actually placed/issued to the supplier.

**28. Arbitration**

- a) If at any time any question, dispute or difference, whatsoever, shall arise, between the Purchaser/PSTCL 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.
- 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/PSTCL shall be with-held on account of such proceedings.

**29. Order Preference**

PSTCL 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 50% 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.

### **30. 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 PSTCL 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.
  - (v) GST Registration Certificate.

### **31. Information Regarding Documents to be sent to the Bankers, the Purchaser Deals with**

The Railway receipt/Goods Receipt and invoice etc. to be sent to the authorities as specified in the Purchase Order.

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.

No goods will be accepted by the consignees unless accompanied by challan /invoices containing the prices/quantity etc.

### **32 Reverse Auctioning/Bidding**

Reverse bidding will be carried out invariably except where otherwise specifically approved by Director-In-Charge and Director/F&C. The following procedure and terms & conditions shall be applicable for Reverse Auction in PSTCL:

In case the no. of bidders are more than 3, the H1 (Highest) bidder shall not be eligible to participate in further process of the tender and his tender shall be rejected.

All other Bidders shall be assigned a unique user name and password by e-tendering agency of PSTCL. Bidders are advised to change the password after the receipt of initial password from PSTCL to ensure confidentiality. All bids made from Login IDs assigned to bidders shall be deemed to have been made by bidders/bidders' company/ bidders' authorized representatives.

Eligible Bidders shall be required to submit their acceptance to the stipulated terms and conditions before participating in the R.A.

Online Reverse Auction shall be conducted by PSTCL on pre-specified date and time for duration of 1 Hour. The bidders may quote the bids from their own offices /place of their choice. Internet connectivity is to be ensured by bidders themselves.

All Eligible bidders are required to submit their price bid along with submission of Techno-commercial bid as per schedule. Only those bidders who submit their original bids within the scheduled time and who are considered technically and commercially eligible shall be eligible to participate in RA process.

Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:-

- Start Price
- Decrement Value
- Current Bid value of the Bidder (Total Bid Price)
- Best bid in the Auction (Current L1 price)
- Next Valid Bid (Total Bid Prices to be quoted in order to become L1)
- Minimum Bid Price (Bidder to enter his minimum Bid Price here)

Bidder may become 'L1 Bidder' by offering a price equal to or lower than the 'Next Valid Bid' and this shall continue as an iterative process.

**Auction Extension Time :** If a valid bid is placed within 5 minutes of End Time of the RA, then Reverse Auction duration shall get automatically extended for another 5 minutes from the existing end time. It may be noted that the auto extension will take place if a valid Bid comes in those last five minutes. If a bid does not get accepted as the lowest Bid, the auto-extension will not take place even if the bid might have come in last five minutes. The above process shall continue till no valid bid is received in last 5 minutes which shall mark the completion of reverse auction. The bidders are advised not to wait till the last moment to enter their bid so as to avoid complications related to internet connectivity, network problems, system crash down, Power failure etc. No request for extension in time period of RA due to any of the above reasons shall be entertained by PSTCL.

If no bid is received within the specified time duration of the online RA, then PSTCL shall reserve the rights to scrap the online RA process and proceed with the L-1 Bid Price received through e-tendering for further processing.

After completion of online Reverse Auction, the Closing Price (CP) shall be considered as L1 rate for further processing including negotiations (if required). Based on the final price quoted by bidders, the successful bidders shall be required to submit summary of Final Price in prescribed format (Summary of Final Price-Reverse auction, Uploaded by PSTCL in Excel Sheet) within 2 working days of conclusion of the RA. In case a bidder fails to submit the above Summary, then it may lead to cancellation of bid and call for action against the bidder which may include forfeiture of EMD/PEMD and suspension of business dealings etc. The final break up of prices will be given in a manner that all quoted prices shall be reduced proportionately by the same percentage and not arbitrarily.

**Note:-**

L-1 (after RA) bidder will submit the final price break up without altering originally quoted F & I. Final price breakup may not be obtained from other bidders. Their final price break up may be worked out proportionately without altering their originally quoted F&I and comparative statement be prepared accordingly.

(i) Proxy Bids: - Proxy bidding feature is a pro-bidder feature to safeguard the bidders' interest in event of internet failure or to avoid last minute rush. The proxy bidding feature allows bidder to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum bid price that the bidder is willing to offer. Here, the software shall automatically bid on behalf of the bidder who has quoted the lowest "Minimum Bid Price", the price which is one decrement less than the next bidder's bid price. This obviates the need for the bidder participating in the bidding process until the minimum bid amount is detrimentally reached by other bidders. When any bidder quotes a price lower than the existing lowest bid amount, the bidder (who had earlier submitted lowest proxy bid) has an option to once again start participating in the bidding process by quoting

a price equal to or lower than the next valid bid price. However, it may please be noted that if the current bid matches the minimum bid of the lowest bidder submitted earlier, the bid submitted earlier by the lowest bidder will be recognized as the L1 at that instant.

During the course of bidding, the bidder shall not be able to delete or increase the proxy bid amount but can always reduce the same depending upon the amount quoted by other bidders. Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

- (i) PSTCL shall reserve the rights to cancel/reschedule the RA process/ tender at any time, with due intimation to all concerned, without assigning any reason.
- (ii) Other terms and conditions shall be as per bidder's Techno-Commercial offers and as per PSTCL's bidding documents and other up to date correspondence (if any).

**Note: - The above procedure/system of "Proxy Bids" will only be followed if the software system supports it.**



ASE  
P&M Divn. Sarna

Endst No. 2614

Dated:- 24-08-2023

Copy of the above is forwarded to following Officer's for information and n/a please.

Dy.CE/P&M Circle PSTCL, Amritsar



ASE  
P&M Divn. Sarna

