



PUNJAB STATE TRANSMISSION CORPORATION LIMITED

Regd. Office: PSEB Head Office, The Mall, Patiala-147001, Punjab,India.

Office of the Engineer-in-Chief /Transmission System,

3rd Floor, Shakti Sadan, Patiala-147001

Corporate Identity Number L U4010PB2010SGC33814

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SPECIFICATION NO: STQ – 2021

FOR DESIGN, MANUFACTURE, TESTING, SUPPLY AND DELIVERY OF NON INTEGRAL TYPE FLOOD LIGHTING FIXTURE SUITABLE FOR 250W TUBULAR HPSV LAMP AND THEIR ACCESSORIES WITH CONTROL GEAR BOX AND LAMP COMPLETE IN ALL RESPECT FOR VARIOUS GRID SUBSTATIONS

DUE DATES & TIME:

- | | | |
|-----|------------------------|----------------------------|
| I) | FOR RECEIPT OF TENDERS | :03.06.2016 upto 11.00 A.M |
| II) | OPENING OF TENDERS | : 03.06.2016 at 11:30 A.M. |

Cost of Tender Documents : Rs. 500/- (Rs. Five Hundred Only)

Note: 1. ONLY FIRM PRICES MY BE QUOTED, OFFER WITH VARIABLE PRICES WILL BE REJECTED.

- 2. Cost of Specification i.e. Rs. 500/- in the form of Demand draft in favour of AO/CPC, PSTCL, Patiala is to be submitted in a separate envelope along with the tender failing which tender of the firm shall not be accepted.**

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PART-1
GENERAL AND COMMERCIAL REQUIREMENTS

1. IMPORTANT NOTES FOR GUIDANCE OF BIDDERS

1. The detailed breakup of prices as desired in the price schedule (ANNEXURE-L) must invariably be filled in the first instance while submitting the tender. Information as per other Annexures must also be supplied. In the absence of above, the bid is liable to be rejected.
2. The bidders will have to give, undertaking that they will not pay commission etc. or engage any commission agent or liaison agent for dealing with the PSTCL in any matter including purchase of specification etc. This undertaking is required to be supplied along with the offer (Annexure A).
3. Quantity mentioned in the NIT could be ordered on more than one supplier.
4. The firms indicating NIL or concessional rate of CST/VAT in their bids will have to absorb the CST/VAT up to full rate applicable at the time of bidding. The firms who do not agree to this stipulation or indicate CST/VAT as extra without indicating the applicable rate shall be loaded with maximum rate of CST/VAT for evaluation purpose.
5. The firms indicating NIL or concessional rate of ED in their bids will have to absorb the ED up to full rate applicable at the time of bidding. The firms who do not agree to this stipulation or indicate ED as extra without indicating the applicable rate shall be loaded with maximum rate of Duty for evaluation purpose.
6. The documents submitted should be wholly typed or printed. There should be no erasion/ cutting/ over writing. However, any unavoidable cutting/over writing/correction made should be duly signed and authenticated.
7. Any deviation in Technical & General conditions must be indicated, otherwise it would be assumed that the material offered is entirely as per enclosed Technical specification & General conditions and acceptable to the bidder in to-to.
8. Conditional /Non conforming bids shall not be accepted.
9. Bidders should submit their offer in unambiguous wording failing which PSTCL's interpretation will be final.
10. All the Annexures of the specification and requisite documents as per requirement of the specification must be duly filled/submitted in the very first instance else the bid shall be rejected.
11. Documents to be furnished must bear signatures of a person authorized as per constitution and composition of firm. Authenticating documents to prove authority of signatory (Legal Power of Attorney in favour of signatory) must be attached with the Bid.
12. Validity of the offers must be for minimum 120 days from the date of opening of Bids. The bidders revising their offer or withdrawing the same

- within validity period after opening of bids are liable to be rejected/ black listed.
13. The bidder shall supply a list of two authorized person(s) with his/their signatures duly attested on the firm's pad so that he/they may represent on behalf of the firm and participate in the opening process of the bids and the same should be with the authorized person(s), otherwise he/they will not be allowed to participate in the opening of tender.
 14. a. Earnest Money as per clause 14 of Part A of this specification may be deposited through a Demand Draft drawn in favour of Accounts Officer/CPC, PSTCL, Patiala.

For the instant tender enquiry the required EMD shall be as follows:

S. No.	Description	Max. EMD, for 100% qty.	Min. EMD , for 25% qty.
1	Design, Manufacture, Testing, Supply and Delivery of non integral type flood lighting fixture suitable for 250W tubular HPSV lamp and their accessories with control gear box and lamp complete in all respect for various grid substations	Rs.18,000	Rs.5,000/-

For details, Clause no.14 of the specification may be seen.

- b. In case of Permanent Earnest Money Deposit (PEMD) of Rs.10.0 Lac (Rs. Ten Lacs) in the name of Engineer in Chief /TS, copy of a valid certificate to this effect, issued by the Accounts Officer/ CPC, PSTCL, Patiala during three months immediately preceding the due date for tender opening and showing the Serial No. / Account no. allotted in the PEMD register, shall be submitted with the bid documents.
15. Those firms will not be considered where there is 25% or more default for 9 months or any quantity for more than 15 months in making supplies against earlier purchase orders placed on them.
16. Those firms will not be considered with whom business has been suspended, black listed firms and debarred (including their sister concerns).
17. Offer of the firms who quote for less than 25% of the NIT quantity are liable to be rejected.
18. The tenders from the direct manufacturers or their sole selling agents only will be considered.
19. PSTCL reserves the right to increase or decrease the quantity of material or to reject any or all the bids without assigning any reasons. PSTCL will not be held responsible for this and will not pay any expenses or losses that may be incurred by the bidders in the preparation of the bids.

20. The cost of Tender Specifications shall be submitted by the Bidders in form of demand draft in favour of AO/CPC (T), PSTCL, Patiala, upto the last date of bid downloading (refer due dates on the cover page of the specification / NIT), in the office of the Chief Engineer / TS, Third Floor, Shakti Sadan, PSTCL, Patiala. Bids of the firms, which do not submit the Demand Draft towards cost of specifications as mentioned above, shall not be considered. The demand draft towards cost of specifications shall be submitted in an envelope clearly super-scribed with the words **“Cost of Specification against Tender Enquiry No. STQ-2021”**.

2. CHECK LIST OF DOCUMENTS

It is mandatory for the bidders to submit the following documents else the bid shall be considered unresponsive and hence rejected:

Sr.No	DETAILS	PART	REMARKS
1.	Cost of Specification	Part-I	Submit original DD/ valid PEMD certificate in <u>separate</u> envelopes in the o/o EIC/TS before the last date & time (See relevant Clauses of Important Notes for Guidance of Bidders)
2.	EMD / PEMD		
3.	Annexure-A (Undertaking for Non Payment of commission etc.)	Part-II	Submit the relevant documents before the due date & time of tender opening.
4.	Annexure-B (Delivery Schedule)		
5.	Annexure-C (Bank Guarantee Form)		
6	Annexure-D (Undertaking for Order Preference)		
7	Annexure-E (Contract Agreement Form)		
8	Annexure-F (Performa for Appraisal of Firm)		
9	Annexure-G (Guaranteed Technical Particulars)		
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11	Annexure-I-1 & I-2 (Schedule of Deviations)		
12	Annexure-J (General Commercial Particulars)		

13	Annexure- K (Schedule of General Information)		
14	Income Tax Returns of firm as well as Directors/ Partners/ Proprietor of the firm for the latest 3 years.		
15	Annexure-M (Proof of Ability/Experience)		
16	Duly audited annual financial reports or turnover figures certified by Chartered Accountant for latest three years.		
17	Legally valid Authorization signed by Chairman & other Directors of the firm in case of Limited Companies & by all partners in case of partnership firms authorizing the signatory to sign the tender & deal with PSTCL.		
18	Memorandum & Article of Association for public/ private Ltd firm, Partnership deed for Partnership firms and supporting document for proprietary firm		
19	Copies of PO/Performance Execution certificates issued by other state utilities		
20	Any other supporting documents enclosed mentioning the purpose		
21	Annexure-L (Detailed Break up of Prices)	Part-III	

Note: The prospective bidders are requested to visit the PSTCL website periodically even after down-loading the specification to check for corrigendum issued, if any.

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GENERAL INSTRUCTIONS TO BE OBSERVED BY BIDDERS.

1. All Bidders must carefully observe the following instructions. Quotations/Tenders not strictly in accordance with these instructions will be liable to be rejected:
 - i) The bid must be complete in all respects. Every clause should be studied carefully 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 tenders as a whole impossible and may lead to rejection of an otherwise competitively lowest offer.
 - ii) Tender should be submitted in triplicate per registered post, each copy should be separately tagged and clearly marked as 'Original', Duplicate', Triplicate'.
 - iii) Telegraphic quotations will not be accepted.
 - iv) Offers/tenders should positively reach before the stipulated time and on the last date prescribed for their receipt. Those received late will not be considered/opened at all regardless of the date of posting of the tender.
 - v) Offers/Tenders should be enclosed in double covers.Both (Inner/Outer) covers shall be sealed & superscribed with tender notice number together with the date on which the tender is due & items of material covered and should also invariably contain the name of the bidding firms. In case the due date of opening bids happens to be a holiday, they shall be opened at the same time & place on the next working day.
 - vi) The bid shall comprise of three parts i.e. Part-I, Part-II & Part- III as mentioned below:
 - A) Part-I - Earnest Money
 - B) Part-II - Technical/Commercial Bids
 - C) Part-III - Price Bids.
- a) **Part-I - Earnest Money: The first part will consist of Earnest Money Deposit.**
- b) **Part-II- Technical /Commercial bids: The second part will consist of technical specification, schedule of deliveries and all other terms and conditions, except rates. All commercial terms**

including discount if any, Excise duty, CST, VAT etc. shall be specified in the Part-II of the bid, so that any ambiguities relating to General Terms & Conditions and Technical details can be sorted out before the opening of Part-III i.e. Price Bid.

- c) Part-III: Price Bids: The third part will consist of the quoted prices for each item as well as other related terms like freight, insurance, ED, CST/VAT and other incidental charges relevant to the price. No correspondence/ clarifications shall be entertained after the opening of Part-III.**

The following procedure will be adopted for the opening of bids: Part-I (Earnest Money) shall be opened/checked first and if the earnest money is found to be as per the requirement of the specifications, only then Part-II shall be opened/checked. The bids without earnest money shall be outrightly rejected.

- i) After opening Part-II of the bids (Technical/Commercial), the bids will be technically & commercially evaluated by PSTCL. Part-III of the bids (Price Bid) shall be opened/checked in case of only those firms whose part-II of the bids after evaluation are found to be conforming to the specifications. The date and time for opening Part-III of the bids will be intimated to the qualifying firms & those who fail to qualify will be intimated accordingly.
 - ii) The bid will be submitted as per NIT/tender Specification complete in all respects.
 - iii) The PSTCL shall accept the permanent earnest money of Rs.10.0 lacs organization wise (Chief Engineer wise). As such the bidders desirous of having permanent earnest money deposit for Transmission System Organization may submit demand draft for Rs.10.0 lac drawn in favour of Accounts Officer/CPC,PSTCL,Patiala in the envelope for Earnest Money.
 - iv) The bidders indicating NIL or concessional rate of CST/VAT will have to absorb the CST/VAT upto full rate applicable at the time of bidding. The bidders which do not agree to this stipulation or indicate CST/VAT as extra without indicating the applicable rate shall be loaded with maximum rate of CST/VAT.
 - v) The bidders indicating NIL or concessional rate of ED in their bids will have to absorb E.D upto full rate applicable at the time of bidding. The bidders who do not agree to this stipulation or indicated ED as extra without indicating the applicable rate shall be loaded with maximum rate of ED for evaluation purpose.
- 2 The officer inviting tenders, contracting/purchasing agency/PSTCL (here-in-after referred to as purchaser) reserves the right to modify the schedule of requirements, technical particulars and the specifications at any time 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 and will not pay for expenses or losses that may be incurred by bidder in the preparation of the bid.
- 3 Quotation/Bids should be addressed to EIC/TS, Third Floor, Shakti Sadan, PSTCL, Patiala.
 - 4 The quotations shall be received in the Office of Dy.CE/TS, First Floor, Shakti Sadan, Patiala upto 03 pm on the due date given in the tender notice & shall be opened at 03.30pm on the same day in the presence of the bidder or their representative who wish to be present.

GENERAL TERMS AND CONDITIONS:

4. PRICES:

- 4.1 The unit rates should be quoted FOR destination at any Railway Station in Punjab/ PSTCL Railway siding wherever existing or delivery at PSTCL's Stores, through road transportation, which will be treated at par with FOR destination. The break-up of the FOR destination price should be given as under: -
 - a) The Ex-works rate of material inclusive of packing and forwarding part of production cost.
 - b) Packing cost not forming part of production cost, handling cartage etc. Freight charges and transit risk insurance covered in FOR destination price.
- 4.2 All taxes and duties leviable on the price of finished goods as per sub-clause 4.1 (a) shall be paid extra and the same should be shown separately as prevalent on the date of opening 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 be included in the quoted prices and will not be extra. No taxes and duties will be payable on the element of cost quoted under sub clause-4.1 (b). In addition to the break up of total price i.e. Ex-works cost, ED, CST/VAT, F&I and packing, the bidder should also give split up of Ex-works price. The break up to prices shall be indicated in respective Performa attached with spec. The filling up of Performa shall be mandatory for bidders. The split up of Ex-works prices shall indicate cost of raw material, labour component and overhead expenses. Raw material can further be divided into 3-4 parts depending on type of material. The Performa for Price schedule should be duly typed. **Hand written prices shall not be accepted** and the tender shall be rejected outrightly in such cases.

The Bidders shall not indicate any overall discount on quoted price for which split up has been given. However quantity /payment discount can be given by bidder in the main tender (i.e. part relating to general terms & conditions). Any firm offering discount on the quoted price or after the opening of tender will be outrightly rejected.

- 4.3 In case of rates ex-works/ex-godown and for imported material, freight charge transit risk insurance, handling and clearance charges, FOB and C.I.F Commission of clearing agents at ports should also be indicated separately.
- 4.4 **Only FIRM prices may be quoted. Tenders with quotations of variable prices shall be rejected out-rightly .**
- 4.5 The rates quoted F.O.R. destination or ex-works should be given in both figures and words and should be duly typed. Any overwriting, erasion, cutting etc. should also be in typed form. Corrections, as a first principle should be avoided and if are unavoidable they should be legibly signed and authenticated.
- 4.6 VAT: The implication & %age (prevalent rate) of VAT levied on the prices may be clearly brought out.
- 4.7 All statutory variations and fresh levy of any tax / duty will be to PSTCL's account within contractual delivery period only.

IMPORTANT:

Those firms who do not give breakup of their rates as per requirement of specification shall not be considered. Rates of E.D. & C.S.T./VAT applicable must be indicated separately. Bidders should note that the price bids not indicating Ex-works including packing and forwarding charges forming cost of production, freight and insurance charges applicable, E.D., C.S.T./VAT or sales tax might be liable for summary rejection.

5. MODVAT/CENVAT:

The bidder should quote their prices after taking into account the benefit of MODVAT/CENVAT scheme available to them which will be retained by them. However, the extent of MODVAT/CENVAT benefit available which has been taken into account while quoting the prices must be indicated. Any increase or decrease in this benefit due to change in policy of Govt. shall be passed on to the purchaser or borne by it.

6. COMPLETENESS OF TENDER :

The tender must be complete in all respects. The bidder in his own interest should submit complete tender, offering his comments against each clause of the specification. Incomplete tender may prove disadvantageous to the tenderer and liable to be rejected. The silence of tenderer on any terms of this specification shall be taken as acceptance of the specified terms of provision made there under. In the event of placement of order the provision will be made as per specification against which tenderer observed silence.

7. VALIDITY:

The offer should be unconditionally valid for at least a period of 120 days from the date of opening of the tender. Withdrawal or modification of the

offer shall not be permitted. Any bidder revising the offer within validity period is likely to be blacklisted.

8. TERMS OF PAYMENT:

100% payment of the contract value pro-rata for each consignment of operationally complete equipment dispatched after approval of Inspecting Authority/Test Certificate etc. alongwith 100% Sales Tax, Excise Duty and other statutory levies as per contract shall be paid within 30 days against receipted challan subject to furnishing a Bank Guarantee of 5% of the amount valid for a period of three months after receipt of material/equipment against that consignment. In case BG is not submitted in time as per PO, 5% payment in lieu thereof shall be withheld from the presented bill. The BG for 5% amount (or the 5% amount withheld in lieu of 5% BG) shall be released on satisfactory adjustment of Goods Receipt Note to be issued by consignee within the validity period of the said BG.

9. DELIVERY SCHEDULE:

The offer should clearly indicate monthly/quarterly schedule of deliveries date of commencement and completion of supplies against that indicated in the NIT/Specification (refer Annexure –B) which should normally cover period of entire job of manufacture, testing, inspection and supply after acceptance and shall be reckoned from the date of despatch in case of Rail transport and receipted challan/goods receipt in case of Road transportation by goods carriers. Purchase order shall be placed strictly on the above stated understanding. Ex-stock and quicker deliveries may be some times preferred keeping in view the requirement of works.

The firm shall give FIRM delivery schedule while quoting. If the firm fails to supply the material within committed delivery schedule then it will be likely to be not considered for subsequent orders.

The purchaser reserves the right to divide the tendered quantity to have material as per specification. In case the order is placed on more than one firm, the delivery may be changed on pro-rata basis.

10. PENALTY/DAMAGES FOR DELAY IN DELIVERY:

If the supplier fails to deliver the material/equipment within the stipulated delivery period of the Purchase Order/Contract, the same is liable to be rejected and if accepted, the supplier shall be liable to pay as penalty charges a sum of Rs. 0.5% (half of one percent) of the cost of undelivered supply/ incomplete equipment per month of delay or part thereof, not exceeding maximum limit of 5% of complete unit of undelivered equipment so delayed.

There will be a slack of one month that will not entail any penalty and will not involve any additional financial implication. Delay beyond slack period will attract penalty for the period of delay including slack period, however there will be no penalty/liquidated damages in respect of purchase of proprietary items.

11. EXTENSION IN DELIVERY PERIOD:

If completion of supplies is likely to be delayed due to reasons beyond your control, you shall without any delay inform this office in writing of your claim for extension of time. This office on receipt of such information may agree to amend the delivery schedule as may be reasonable but without prejudice to other terms and conditions of the contract.

Any genuine delay in approval of technical details, drawing, samples, issuance of amendment to purchase order, conducting inspection and approval of test report/test certificate for allowing dispatches 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 supplier, and duly accepted by the purchaser. The arrangement of required raw material such as steel/zinc is the responsibility of the supplier. Any non-availability of raw material will not be considered as a valid reasons for extension in delivery period. No extension in delivery shall be granted in case of delay in payment. However, for delayed payments beyond stipulated period as per terms of payment clause, compensation shall be credited @ 0.5% of the payment so delayed, per month or part there of to be adjusted against penalties levied or leviabale due to delay in deliveries under the contract.

12. NEGLIGENCE AND DEFAULT:

In case of negligence on the part of supplier/contractor to execute the order/contract with due diligence and expedition and to comply with any reasonable orders given in writing by the Purchaser in connection with the Purchase Order/Contract or any contravention in the provisions of the Purchase order/contract, the Purchaser may give 21 days notice in writing to the supplier/contractor to make good the failure or neglect or contravention and if the supplier/contractor fails to comply with the notice within time considered to be reasonable by the purchaser, he will suspend/terminate business dealings with the supplier/contractor for a specific period apart from claiming reasonable compensation/damage, forfeiture of security etc. The action taken under this clause will be notified to all the purchasing agencies.

13. FORCE MAJEURE:

During the pendency of the contract/purchase order, if the performance in whole/part by either party or any obligation there under, is prevented/delayed by causes arising out of any war, hostility, civil commotion, acts of the public enemy, sabotage, fire, floods, explosions, epidemics or non-availability of Government controlled raw-material under order/Instructions of Central/State Government regulations, strikes, lockouts, embargo, acts of Civil /Military authorities or any other cases beyond their reasonable control , neither of the two parties shall be made liable for loss or damages due to delay or failure to perform the contract during the currency of Force Majeure conditions, provided that the

happening is notified in writing (with documentary proof) within 30 days from the date of the occurrence.

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

14. EARNEST MONEY:

- i) In case of open and limited tenders, the bidders shall be required to submit Earnest Money at the following rates in the form of Punjab State Transmission Corporation Ltd. Cash Receipt/Bank draft along with the tenders: -

S. No.	Description	Max. EMD, for 100% qty.	Min. EMD , for 25% qty.
1	Design, Manufacture, Testing, Supply and Delivery of non integral type flood lighting fixture suitable for 250W tubular HPSV lamp and their accessories with control gear box and lamp complete in all respect for various grid substations	Rs.18,000/-	Rs.5,000/-

The following shall be exempted from depositing Earnest Money:

- a) Suppliers having permanent Earnest Money of deposit Rs. 10.0 Lac with the TS organization. A certificate to this effect issued by the concerned Accounts Officer of the PSTCL during three month immediately preceding the due date of tender opening and showing the Serial number/Account number allotted in the Permanent Earnest Money deposit register shall be submitted by the Bidders in the envelope for Earnest Money.
- b) Permanent earnest money deposit of Rs. 10 lacs shall be deposited by the Bidder/Suppliers Organization wise with only EIC/TS i.e. Transmission Organization irrespective of the fact whether they have PEMD already deposited with other purchase organization of the PSTCL or PSTCL itself. A certificate to this effect issued by the AO/CPC, PSTCL, Patiala of the PSTCL under TS Organization during three months immediately proceeding the due date for tender opening and showing the serial Number/account Number allocated in the PEMD Register shall be submitted by the Bidder in the envelope for Earnest Money, for seeking exemption thereof.
- ii) 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 services limited to a value corresponding to the actual amount of Earnest

- Money submitted with the tenders provided the placing of such part order is otherwise feasible and is in the interest of the PSTCL otherwise such tender shall be ignored.
- b) Earnest Money shall be forfeited in case of withdrawal/Modification of an offer within the validity period as required in NIT/Tender Specification after opening of tenders.
 - c) In case of successful Bidders, Earnest Money shall be converted as Security deposit and shortfall, if any shall be got deposited for faithful execution of Purchase Order/Contract.
 - d) In case of tenders not accepted, the earnest money shall be refunded within 30 days of the award of order/contract to the un-successful bidders.
 - e) Earnest Money may be deposited through a Demand draft drawn in favour of Accounts Officer/Centralized Payment Cell, PSTCL, Patiala.

15. INTIMATION TO CHIEF ACCOUNTS OFFICER AND CONSIGNNESS.

The supplier will have to intimate the probable date of dispatch followed by telegraphic advance intimation regarding the actual date of R.R. to Chief Controller Finance/Centralized payment Cell, Punjab State Transmission Corp. Ltd., Patiala, to enable him to arrange payment failing which demurrage/wharfage etc. will be to supplier's account. A copy of such intimation should be sent to the consignees and Chief Engineer /TS, Design Dte. (Transmission),Third Floor, Shakti Sadan, PSTCL, Patiala also for reference immediately.

16. SALE TAX & DUTIES:

A) VAT: The implication of VAT shall be clearly brought out and the same shall be paid against documentary proof.

(B) Central Sales Tax:

The PSTCL has been registered as a dealer under the Central Sales Tax Act.

- i) When the Central Sales Tax is to be paid by the PSTCL, a declaration certificate in Form 'C' will be issued by the Chief Controller Finance/ Centralized Payment Cell, PSTCL, Patiala on receipt of material.
- ii) When the tax is to be paid by the Supplier, a declaration certificate in Form will be issued by the Chief Controller Finance/ Centralised Payment Cell, PSTCL, Patiala, subject to submission of the following certificates:
 - a) Certified that the transaction on which tax has been claimed has been/will be included in the return submitted/to be submitted to the Sales Tax Authorities for assessment of the sales tax and the amount claimed from PSTCL has been paid to the sales tax authorities.
 - b) Certified that the goods, on which Sales Tax has been charged have not been exempted under Central Sales Tax Act or the Rules made thereunder and the charges on account of the sale tax on these goods, are correct under the provision of the relevant Act or rules made thereunder.

- c) Certified that we shall indemnify the PSTCL in case it is found at a later stage that wrong/incorrect payment had been made on account of Sales Tax paid by us.
 - d) Certified that we are registered dealers under the Central State Sales Tax Act and our Registration No. is _____.
 - e) Certified that payment has been made under protest. The bills for the Sales Tax and insurance charges, if any, should be submitted separately.
 - iii) The firm indicating NIL or Concessional rate of CST will have to absorb the CST upto full rate applicable at the time of tendering. Firm who do not agree to this stipulation or indicate CST as extra without indicating the applicable rate shall be loaded with maximum rate for evaluation purpose.
- C) Central Excise duty:**
- a) Central Excise Duty, if and where-ever applicable and quoted to be charged extra will be payable at the rate prevailing during the scheduled delivery, subject to the production of the following three certificates by the Manager/ Senior administrative officer of the firm: -
 - i) Certified that the transaction on which the Central Excise Duty is claimed has been/shall be included in the return submitted/to be submitted to the Central Excise Authorities and the amount claimed from the PSTCL has been/shall be paid to Central Excise Authorities.
 - ii) Certified that the goods on which ED has been charged have not been exempted under the Central Excise Act of the rules there under and the amount charged on account of ED on these goods is not additional than what is payable under the provisions of relevant act or the rules made there-under.
 - iii) Certified that we shall indemnify the PSTCL in case it is found at a later stage that wrong or incorrect payment has been recovered on A/C of ED paid by us. Further in case, an exemption for ED paid is agreed by Excise Authorities and ED amount is refunded to us, then equal amount shall be paid by us to the PSTCL.
 - a. In case the Excise Duty is applicable and is require to be paid extra as referred to in (a) above, the bidder should clearly indicate the present rate (in percent) applicable to their company.
 - b. The maximum rate (in percent) upto which the E.D. may be come leviable/payable under the prevailing Rules & Regulations applicable to their company should also be clearly indicated in their tender.
 - c. In case the Excise Duty is applicable/payable, necessary certificate of Excise Duty/Excise Gate Pass, duly authenticated by the authorized representative of Central Excise Department, shall however be furnished by the supplier alongwith each consignment. The supplier should therefore clearly indicate in their tender that whether Excise Duty Gate Passes/Certificates shall be furnished by them or not.

The firms indicating nil or concessional rate of Excise Duty in their tender will have to absorb E.D. upto full rate applicable at the time of tendering. The firms who do not agree to this stipulation or indicating E.D. as extra without indicating the applicable rate shall be loaded with Maximum rate of duty for evaluation purposes.

17. INSURANCE:

17.1 The rates are required to be quoted on FOR destination basis and it is the responsibility of the supplier to deliver the goods in sound condition FOR 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 settling of claims, if any, with Railway Authorities and or Insurance Company shall be carried out by the Contractor for which no extra payment shall be made by the PSTCL. However, necessary assistance required in connection with making and settling of such claims, if any, shall be provided by the consignees.

- ii) All damages and/or shortages during transit as covered by the insurance shall be made good immediately on receipt of such information from the consignees without waiting for settlement of claim. However, in case of apparent damages and/or shortages, the consignee shall obtain the loss/damage certificate from the Road Transport/Railway authority and send the same to the Contractors within a period of thirty days from the date of receipt of material. The Supplier/Contractors shall submit a certificate with each bill to the effect that the material has been duly insured.
- iii) The consignees shall report losses and damages to the firm within 30 days of arrival of the equipment at the site. It will, however, be supplier's responsibility to prefer timely claims on the insurance underwriters and to arrange replacement thereof to the consignees.
- iv) The suppliers shall be wholly responsible for the loss, shortages, and damages etc. during transit. Such shortages and damages etc. will have to be replaced/repared by supplier/ contractor free of cost immediately without waiting for maturing of the Supplier's/Contractor's claims with the Road Transport/Railway Authorities.
- 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 at the rate of 12% per annum on the advance payments made by the Punjab State Transmission Corporation Ltd. 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.

18. WARRANTY:

The supplier/Contractor shall be responsible to replace free of cost, with no transportation and insurance expenses to the purchaser 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 it is taken over by the purchaser, or 18 months from the date of dispatch in respect of indigenous material, 24 months from date of consignment of imported material, whichever expires earlier, provided the Purchaser gives prompt written notice of such defects to the supplier/contractor.

Such replacement shall be effected by the Supplier/Contractor, within a reasonable time not exceeding 6 months of the intimation of defects. Supplier's /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 replacement/repair of defective material is not carried out within six months of intimation of defects, the supplier/contractor shall have to pay interest @ 12% per annum on the value of each complete operational unit of equipment beginning from the date of becoming defective upto date of its re-commissioning after replacement/repairs.

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. OCTROI CHARGES :

Octroi charges shall be paid extra on actual basis if applicable.

21. DESPATCH INSTRUCTIONS :

The material will be required to be dispatched as per the dispatch instructions issued by the Punjab State Transmission corporation Ltd. either according to purchase order cum contract or as intimated separately afterwards/ during the pendency of contract.

22. RAW MATERIAL:

The raw material to be used in the manufacture of the goods/equipment's to be supplied against the Purchase Order/contract shall be of the best quality of its kind obtainable in the market. The supplier /contractor shall be solely responsibility f'or the procurement of raw material required for the purpose.

23. SAMPLE:

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, expensive samples, the return of which is desired by the supplier/contractor, will be returned to him at his risk and cost.

24. INSPECTION AND TEST:

- 24.1 The PSTCL shall inspect, examine and test equipment/material through its officials and /or through an outside agency nominated by PSTCL at the manufacturer's /suppliers works during or after the manufacture of goods prior to dispatch on receipt of a clear notice of minimum two weeks in advance, to be reckoned from the date of receipt by 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. If the purchaser or the nominee representative desires to have one or all the tests to be got done through independent lab. or test house, the charges of such lab/test house shall be borne by the supplier.
- 24.2 In case the inspection is waived off by the PSTCL, the supplier shall be required to submit test certificates in triplicate for approval. No material shall be dispatched without inspection and/or approval of test certificates unless so directed. Any material consumed during testing/ inspection shall be to supplier's account.
- 24.3 The supplier shall be required to furnish to this office/consignees where ever necessary, the following document alongwith the consignment.
- i. Printed Pamphlets/Catalogues 2 Copies
 - ii. Instruction books 2 Copies
 - iii. Drawing 2 Copies
 - iv. Any other relevant information(to be incorporated at the time of placing the Purchase order) 2 Copies
 - v. In case the goods have been inspected/tested at the manufacturer works by a representative of the Board, the supplier/contractor shall furnish the following certificates alongwith consignment for facility of the consignees.
 - a) Type test certificates
 - b) Routine Test Certificates.

25. FAKE INSPECTION CALL/FAILURE DURING INSPECTION :

If the firm does not get the material inspected when the inspecting officer(s) visit their works after receipt of inspection call on one pretext or the other or the material fails during inspection, it will have to bear TA/DA for the journey performed by such an inspecting officer which shall be Rs.15,000/- (outside Punjab) & Rs.5,000/- (within Punjab) per visit of inspecting officer(s). Besides this recovery against each fake call, a letter

of warning shall be issued and it shall be counted towards firm's performance for all intents & purposes.

26. CIVIL SUIT/JURISDICTION:

All legal proceedings in connection with this purchase order/contract shall be subject to the territorial Jurisdiction of the local civil courts at Patiala only.

27. ARBITRATION:

- a) If at any time, any question, dispute or difference, whatsoever, shall arise between the purchaser/PSTCL and the contractor/supplier, upon or in relation to or in connection with the P.O. /contract, either party may forthwith give to other, notice in writing of the existence of such question dispute or difference and the same shall be referred for sole arbitration of a nominee of the purchaser/PSTCL who shall give a reasoned/speaking award. The award of the sole arbitrator shall be final and binding on the parties under the provision of the Indian Arbitration Act, 1940 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 contract/P.O. It will not be objectionable if the sole arbitrator is an officer of the PSTCL and he has expressed his views on all or any of the matters in question of dispute or difference.
- b) Upon every or any such reference, the cost of and incidental to the reference and award respectively, shall be the discretion of the Sole Arbitrator so appointed who may determine the amount thereof or direct the same to be taxed as between solicitor and client or as between party and party and shall direct by whom and to whom and in what manner the same is to be borne and paid.
- c) The work under the contract shall, if reasonably possible, continue during the arbitration proceeding and no payments due or payable by the purchaser/ PSTCL shall be withheld on account of such proceedings.

28 CONSTITUTION, EXPERIENCE AND FINANCIAL STANDING:

The bidders should invariably supply the following information with the tenders: -

28.1 Constitution and composition of the firms:

- i) If a Joint Stock company, copy of its Memorandum and articles of Association and other particular.
- ii) If a partnership, a copy of the partnership deed, particulars of partners.
- iii) If a proprietary concern, the standing of the proprietor and if registered with the Register of Companies/Firms, their registration Number.

- 28.2 Experience & standing in the market.
- 28.3 Particulars of purchase order/contracts executed with the board & other boards/government departments.
- 28.4 Financial position;
- i) Balance sheet for the last three years, including Trading, Manufacturing, profit and Loss Account.
 - ii) Bank references.

29. INFORMATION REGARDING LIST OF BANKERS THE PURCHASE DEALS WITH:

The Punjab State Transmission Corporation Ltd., deals with the following Banks at Patiala.

- i) State Bank of Patiala, The Mall, Patiala.
 - ii) Punjab National Bank, The Mall, Patiala.
 - iii) Central Bank of India, The Mall, Patiala.
 - iv) Bank of India, The Mall, Patiala.
 - v) United Commercial Bank, Old Kotwali Chowk, Patiala.
 - vi) Oriental Bank of Commerce, Patiala.
 - vii) Punjab & Sind Bank Patiala.
 - viii) Bank of Baroda.
- 29.1 The Railway Receipt/Goods Receipt and invoices etc. should be sent to the authorities to be specified in the Purchase Order.
- 29.2 Any demurrage occurring as a result of sending Railway goods Receipt through a Bank other than the one with which the accounts of the Purchaser are operated will be to the account of the Supplier/Contractor.
- 29.3 The consignees will accept no goods unless accompanied by challan or invoices.

30.0 SECURITY DEPOSIT:

- 30.1 The successful bidders shall be required to submit security deposit for faithful execution of the purchase order/contract at the rate of two percent (2%) of ordered value rounded off to a multiply of Rs.10/-on the higher side.
- 30.2 Ordinarily, in the case of successful bidders, the Earnest Money received with the tender shall be converted into security deposit. If the amount of earnest money received with tender falls short, the contractor/supplier shall be required to deposit the additional amount and in case of earnest money received with the tender is more than the amount of the security

deposit required for purchase order/contract, the balance shall be refunded.

- 30.3 The bidders, having permanent deposit of **Rs. Ten lacs** with Transmission Organization and hence exempted from depositing earnest money with tender, shall also be required to submit security deposit @ 2% of the ordered value in the form of cash/demand draft/Bank Guarantee (Annexure –C) within 30 days from the award of order/contract.
- 30.4 The following shall be exempted from depositing security against order/contract awarded to them:
- a) Public Sector Undertaking owned by Punjab Govt./Central Government/other state Govt. supplying material directly through Units owned by them. Exemption shall not be applicable for supply of material through private unit/manufacturer.
 - b) Manufacturers/suppliers of proprietary items.
- 30.5 On faithful execution of purchase order/contract in all respects, including warranty period, the security deposit of the contractor/supplier shall be released by the purchaser. The refund shall be made within 15 days from the issue of release order.
- 30.6 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. The forfeiture of security deposit shall however, be without prejudice to any other rights arising or accruing to the PSTCL under relevant provisions of the purchase order/contract like penalty/damages for delay in delivery including suspension of business dealings with PSTCL for a specific period.

31. CANCELLATION:

The purchaser reserves the right to cancel the purchase order as a whole or in part at any time or in the event of default on the part of the supplier prior to the receipt of information regarding taking in hand the manufacture of material against the Purchase order/ dispatch of material to the consignee.

32. ORDER PREFERENCE:

The PSTCL would allow an order preference to such Bidder whose works are situated within the State of Punjab as per the procedure laid down as under:

- a) The rate of Punjab firms would be de-escalated by 15% for all the Units. Their position in the comparative statement shall be shown accordingly for the purpose of comparative statement.

- b) The zone of consideration for placing of purchase order/contract would thereafter be demarcated taking into account the quantity of material required as per NIT and the quantities offered by the different bidder subject to the condition that for Punjab based firms, up to 20% of the total quantity could be reserved provided they fall in the consideration zone after application of price differential. However, where the Punjab firms qualify amongst the lowest bidders on their own quoted rates, they shall form part of the original quoted list for purposes of placing orders.
- c) The purchase on the Punjab firm claiming order preference and falling within this zone would be placed on the lowest rate of a firm not claiming order preference within the zone of consideration or on the concerned Punjab firms own quoted rate whichever may be lower.
- d) In the event of zone of consideration ending at the de-escalated rate tendered by firm claiming order preference, the rate to be allowed to such firms shall be then next quoted rate by the firm not claiming order preference or the concerned firm's own quoted rates, whichever may be lower.
- e) The Punjab based firms claiming order preference shall be required to furnish an undertaking in prescribed form as ANNEXURE-D, on a non-judicial stamp paper of appropriate value to the effect that they shall execute the order if placed on them under 'Order preference' as per tender specification. Such undertaking should be submitted by the Punjab based tendering firms latest by the close of the day of opening of the tenders. 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 'c' and 'd' above as the case may be, after having furnished the above undertaking their Earnest Money shall be forfeited apart from initiating further administrative action, such as suspending business dealings, blacklisting etc.

33. CONTRACT AGREEMENT:

The detailed order issued in accordance with agreed terms & conditions accepted/ acknowledged by the firm shall itself form valid contract along with subsequent amendment, if any, and shall be construed and operated as such in terms for of Indian Contract Act-1872 as amended up to date.

It will be obligatory on the part of the successful Bidder to execute within 30 days of the receipt of the detailed order, a legal Contract agreement on non-judicial stamp paper of Rs.15/- only according to stamp

act (Annexure –E).The signatory on behalf of the successful tender shall also supply the power of attorney in his favour duly attested by Notary Public. Two copies of contract will be executed between the supplier & purchaser. One copy duly executed will be returned to the supplier.

After execution of contract, contractor shall supply if required sufficient number or extra copies of contract, specification drawing/drawings, technical literature, bill of material, as finally approved by the purchaser. The cost of these items shall be deemed to have been included in the tender price and the tenderers will not be entitled to any extra payment on this account.

The tenderer in the interest of execution of contract within stipulated time must offer his comments against each and every clause of this specification to which he does not agree so that decision could be taken by competent authority to all deviations. The clause, against which no comments are offered, shall be considered to have been agreed to by the tenderer and shall have to be included in the contract agreement to be executed/signed by the successful tenderer.

34. WORKS APPRAISAL :

If some new firm submits tender who have never supplied the tendered items to the PSTCL earlier, its works appraisal shall be carried out before opening of Part-III (Price Bid) to ascertain whether the offer of the firm is technically/commercially acceptable or not. The cost of the works appraisal shall be borne by the firm & the same shall be deposited by the firm within seven days from the issue of notice in this regard failing which the offer of the firm shall not be processed further.

The charges shall be Rs.50,000/- (for firms located outside Punjab) & Rs.25,000/- (for firms located inside Punjab). In case, Works Appraisal report is negative, these charges will be repeated.

35. SUBMISSION OF DOCUMENTS FOR EXPEDITIOUS PAYMENTS:-

In order to ensure expeditious payment of bills, the following may be followed:

- i) The bills along with a copy of receipted challan must be submitted in the office of AO/CPC and this office simultaneously within a period of seven days from the date of receipt of the material
- ii) The following documents / information should also be supplied directly to AO/CPC in addition to this office:
 - a) Copy of Bank Guarantee
 - b) Copy of Inspection Call letter.
 - c) Inspection report / waiver reference if any.
 - d) Dispatch Instructions if separately given.

Dy. CE / TS (D).,
for EIC /TS, PSTCL, Patiala.

PART-2

TECHNICAL SPECIFICATION

1. SCOPE:

This specification covers the design, manufacture, testing, before dispatch, supply and delivery FOR destination of flood lighting fixture suitable for 250 Watt Tubular HPSV lamps (Crompton, Philips, Bajaj, Wipro or Surya make only) alongwith accessories in accordance with our schedule of requirements as per Annexure-L . The prices of the lighting fixtures with HPSV 250 watt lamps should be quoted as per proforma given in Annexure-L.

2. CODES AND STANDARDS:

Unless otherwise specified, the fixtures and its accessories shall conform to latest applicable Indian/IEC Standards. The material conforming to alternative internationally recognized standards may also be considered for acceptance provided, it is confirmed that the material offered will be of equal or better quality in design, construction and performance. In such case, the salient points of the difference between the standard adopted and Indian/IEC standards shall be clearly brought out in the bid. A copy of thje standards applicable, if other then Indian/IEC standard shall also be enclosed by the tenderer with his offer. Some of the relevant Indian standards are:

- i) IS: 1913 General and safety requirements for electric lighting fittings.
- ii) IS: 1947 Specification for flood lights.
- iii) IS: 1974 Metal Halide lamp
- iv) IS: 4012 Dust proof electric light fittings.
- v) IS: 5077 Decorative light fittings.
- vi) IS: 1569 Capacitors for electric discharge lamps.
- vii) IS:1964 Methods for testing for ready mixed paints and enamels
- viii) IS:10322 Metal Halide lamp

3. GENERAL REQUIREMENT:

The flood lighting fixtures & accessories shall be designed for continuous operation under atmospheric conditions existing at site, without reduction in the life or without any deterioration of material, internal wiring. These shall be designed to have low temperature rise according to the relevant standards. The design average ambient temp. shall be taken as 50 deg. C. Lighting fixtures & accessories shall be suitable for operation on AC 240 +/- 10% volt, 50 Hz supply. The fixtures shall be provided with an earthing terminal suitable for connection to 16 SWG GI earthing conductor. All metal and metal enclosed parts of the housing shall be suitably constructed so as to ensure satisfactory earthing continuity throughout the fixture upto earthing terminal.

4. SPECIAL FEATURES:

The flood lighting fixtures shall be heavy duty, asymmetrical non-integral type suitable for one no.250W Tubular HPSV lamp (Crompton, Philips, Wipro, Bajaj or Surya make only). The fixtures shall be complete with lamp & accessories like ballast, Ignitor, power factor improvement capacitor fuse etc. and shall be neatly wired up with 2.5 mm sq. multistranded flexible PVC copper conductor cable with sleeves. The main body of fixture shall be of aluminium alloy of suitable size, power coated black outside/stove enameled from inside. An electro brightened anodized/pre-anodized aluminium finish and bright anodized side reflector specular aluminium reflector should be fixed inside the lamp housing which is covered by a flat toughened heat resistance clear glass in front and lined with high quality neoprene/ethylene propylene rubber gasket to make the fitting weather proof. Lamp holder shall be of screw type and manufactured in accordance with relevant standard and designed to give long and satisfactory service. It shall be fixed inside the lamp housing so that the replacement of the lamp can be done from the rear.

The fitting shall be mounted on M.S. Cradle . The internal wiring shall be done with 1mm sq. PVC insulated multistranded copper wire. The control gear housing shall be of outdoor type weather proof and shall be made of CRCA sheets/pressure die cast aluminium. The Degree of protection shall be as per IP 54. All hardwares used shall be electro plated. All externally exposed hardware used shall be electro plated. All externally exposed hardware should be of stainless steel or zinc coated Mild steel. The mains terminal shall be two way 15 Amp. suitable for terminating max. 4.0 mm sq. incoming cable. Cable entry should be from side through brass cable gland (19mm size). The luminaries shall be mounted on a hot dip galvanized M.S. Cradle with angle protector provided on cradle.

5 ACCESSORIES:

i) BALLAST

The ballast shall be designed and manufactured in accordance with relevant standard and functions satisfactorily under site conditions specified. The ballast shall have long service life and low power loss. The ballast shall be of inductive, heavy duty type with thermo-setting insulating moisture repellent polyester compound filled under pressure or vacuum. The ballast shall be wound with copper wire of appropriate size on silicon steel laminations. It shall be free from humming noise.

ii) IGNITOR

The thyristor controlled solid state electronic unit shall be housed in a hermetically sealed aluminium /polypropylene container.

iii) CAPACITOR

The Capacitor shall have a constant value of capacitance and shall be suitable for operation at supply voltage as specified. The rating of capacitor shall be sufficient so as to increase the power factor to the extent of 0.90 lag. The capacitor shall be oil filled & hermetically sealed in Aluminium/polypropylene housing.

6. TECHNICAL LITERATURE AND TEST CERTIFICATES

Drawing of all important physical dimensions technical details printed catalogues and test certificates of the equipment offered shall be submitted alongwith tender. The bidder shall also submit the technical data as per Annexure-G of GTP in tabulated form with his tender.

7. SAMPLES

The supplier shall have to supply one sample of each type of fixtures offered at purchaser's office free of cost alongwith tender documents at the time of its submission. The samples when desired by the tenderer will be returned to him at his risk and cost after finalization of tenders.

8. MARKINGS

All the fittings& accessories shall carry the identification or trade mark of the manufacture reference to IS type wattage and rated voltage in a indelible print. All such marking shall be given in position readily visible even after installation.

9. BRACKET AND FIXTURES

All the fittings shall be supplied complete so as to facilitate installation at proper locations and for fixing on brackets, walls & masks etc.

10. RATE CONTRACT ITEMS

In case any item covered in this specification is borne on the DGS&D or controller of stores, Punjab rate contract necessary remarks to this effect should invariably be given against the item concerned. Copies of the relevant rate contracts should also be supplied alongwith the bid. Otherwise a certificate be furnished that no item is borne on the rate contract.

11. QUANTITIES

The quantities of the fittings to be supplied shall be as per schedule of requirement Annexure-L. However, the quantities can be increased/decreased at the time of placing purchase order.

12. MATERIALS & WORKMANSHIP:

All material used in the construction of light fitting and its accessories shall be of the best quality obtainable of their respective kinds and whole of the work shall be of the high class, well finished and of the approved design

and make. Castings shall be free from blow holes, flaws, cracks or other defects and shall be smooth grained and of true forms and dimensions. All machines surfaces shall be smooth and properly finished.

13. PACKING AND TRANSPORT:

All material shall be suitably packed for shipment/railment direct to S&T (Grid) stores of PSTCL in Punjab and the supplier will be responsible for all damages/losses due to improper packing.

All boxes should be marked with signs indicating the up & down sides of the boxes & unpacking instructions, if considered necessary by the supplier. The contents of the boxes shall have marking/tagged slips corresponding to the details in the packing lists to enable easy identification.

14. INTERCHANGEABILITY:

Corresponding parts of equipment shall be interchangeable in every respect.

15. TESTS:

All the lighting fixtures and accessories shall comply with the requirements of the relevant ISS. Reports of all type tests relating to each part as well as luminaries mentioned in relevant ISS shall be supplied with the tender. In the absence of these tests reports, the offer may be considered as incomplete.

All the equipment shall be tested for routine tests as per relevant ISS before allowing despatches. Test certificates in respect of all the tests carried out during inspection must be got approved from the purchaser before dispatch of equipment.

16 PAINTING/FINISH

The finish of all the fittings & accessories shall be suitably treated to pass corrosion tests, scratches, hardness and various other tests laid down in the relevant ISS.

17. DELIVERY

The material shall be supplied by the successful tenderers complete in all respects as per purchase order within two months from the date of receipt of PO positively.

Dy.CE/TS(Design)
For EIC/TS, PSTCL,Patiala.

ANNEXURE-A

UNDERTAKING FOR NON PAYMENT OF COMMISSION ETC.

We will not pay commission etc. or engage any commission agent or liaison agent for dealing with the PSTCL in any matter including purchase of specification etc.

Dated:

SIGNATURE OF BIDDER
NAME
DESIGNATION
SEAL OF FIRM/COMPANY.

DELIVERY SCHEDULE

The material shall be supplied by the successful tenderers complete in all respects as per purchase order within two months from the date of receipt of PO positively.

SIGNATURE OF BIDDER
NAME
DESIGNATION

Dated:

SEAL OF FIRM/COMPANY

PERFORMA FOR BANK GUARANTEE

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF THE APPROPRIATE VALUE)

BANK GUARANTEE No. _____

DATED. _____

1. The bank of _____ hereby agrees un-equivocally and unconditionally to pay, within 48 hours, on demand in writing from the Chief Engineer, Transmission Lines, Punjab State Transmission Corp. Ltd., or any officer authorized by him in this behalf, of any amount upto and not exceeding Rs. _____ (in words Rupees _____) to the Punjab State Transmission Corp. Ltd. on behalf of M/s. _____ who have entered into a contract or have unconditionally accepted for the Purchase Order No. _____ dated _____ for the supply of material _____ for order value of Rs. _____.

2. This guarantee shall be and binding on this bank upto and including _____ and shall not be terminable by notice or on account of any change in the constitution of the Bank or the firm of contractor/suppliers or by any other reasons what-so-ever and our liability hereunder shall not be impaired or discharged by any extension of time or variation of alternation made, given, conceded or agreed with or without our knowledge or consent by or between the parties to the said contract/purchase order.

3. Our liability under this Guarantee is restricted to Rs. _____ (in word Rs. _____). Our guarantee shall remain in until _____.

4. We hereby agree that any claim or dispute arising under this deed shall fall with the jurisdiction of competent courts at Patiala only.

We hereby further declared that this Deed has been executed by our lawfully constituted attorney legally competent to sign and execute such deeds.

Witness:

Signature _____

1. _____

ForProp. _____

2. _____

Bank _____

UNDERTAKING FORM FOR ORDER PREFERENCE

(TO BE ENTERED ON A NON-JUDICIAL STAMPED PAPER OF Rs. 15/- ONLY).

We _____ state that our works are situated in the state of Punjab and we claim “Order Preference” as stipulated in the PSTCL tender specification No. _____ due on _____ against which we have submitted our tender No. _____ dated _____. We undertake to execute the order/contract if placed/awarded on to us even by counter offer at the rates worked out by Punjab State Transmission 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 (full or part) placed/awarded on to us under “Order Preference’ on any account what-so-ever, the Punjab State Transmission Corp. Ltd., shall have the right to forfeit the earnest money deposited by us and we shall have no claim for the refund thereof. The Punjab State Transmission Corp. Ltd., shall also have the right to suspend business dealing with us and to black-list out firm, without prejudice to other rights accruing to the Punjab State Transmission Corp. Ltd. under the purchase Order/Contract, if placed/awarded on to us.

Signature of
Constituted attorney.

ANNEXURE-E

CONTRACT AGREEMENT FORM

(TO BE ENTERED ON NON-JUDICIAL STAMP PAPER WORTH Rs.15 ONLY)

This contract agreement made this _____day of _____in the year _____between the Punjab State Transmission Corp. Ltd, herein after called 'Purchaser' and M/s. _____ having their Regd. office at _____herein after called Contractor, for the supply and delivery/construction of _____ in accordance with Purchaser's Enquiry No. _____ dated. _____ and Contractor's Proposal No. _____ dated. _____.

This is in confirmation of the advance acceptance notified in the Purchaser's letter No. _____ wherein, the Purchaser has accepted the proposal of the contractor for supply and delivery/construction of _____ as per purchase/work order No. _____ dated. _____.

In view of the foregoing, 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 P.O. acknowledge/accepted by the Contractor form part of this agreement.

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

CONTRACTOR.

PURCHASER

ANNEXURE-F.

PERFORMA FOR ELICITING INFORMATION FOR APPRAISAL OF FIRM'S CAPABILITY AND CAPACITY TO MANUFACTURE EQUIPMENT/ITEMS AS PER REQUIREMENTS OF PSTCL TENDER ENQUIRY No. STQ-2021.

1. (A) Name of the Tendering Firm:

- i) Complete Address of the office:
- ii) Telegraphic Address
- iii) Telephone Number
- iv) Telex number

(B) Name of the two Responsible Persons:

- i) Officer with Designation
(Managing Director/Partner/
Chief Engineer/Works Engineer etc.)
- ii) Day on which weekly holiday is
Observed in the office

(C) Complete Address of the Works:

- i) Telegraphic Address
- ii) Telephone Number
- iii) Telex number
- iv) Name of the two Responsible Persons
With Designation (Managing Director/
Partner/Chief Engineer/Works Engineer etc.)
- v) Day on which weekly holiday is observed

D. NAME, ADDRESS & TELEPHONE NO. OF TWO REFERENCE HAVING FACILITIES OF P&T TELEPHONE

- i) Name
- ii) Address
- iii) Telephone No.

2. Year of Establishment.

3. CONSTITUTION OF THE FIRM:

- i) Private or Public Ltd.
- ii) Registered under the Companies Act
Or any other act , giving registration No. & date
- iii) Year of establishment

- iv) Memorandum & Article of Association of Private Ltd, or Public Ltd., Company / Particulars dead in case of partnership firm
4. FINANCIAL POSITION
- i) Land (Area & Value)
 - ii) Building(Cover & Value)
 - iii) Plant & Machinery
 - iv) Total Drawing Limit from Bank & Bank reference.
 - v) Annual Financial Turn Over (duly Audited for the last three years)
 - vi) PAN NO.& Proof of filing Income Tax return for last 3 years of manufacturer/ Principals.
 - vii) PAN NO.& Proof of filing Income Tax return for last 3 years of Director/ Partner/Proof.
5. MAN POWER
- i) Graduate Engineer(s)
 - ii) Diploma Holders
 - iii) Skilled Workers
6. Production capacity per month of the item covered in your quotation and justification for assessment;
- i) Detail of Plant & machinery installed
(Please attach separate sheet, if necessary)
 - ii) Detail of Raw Material
 - iii) Stock in Hand
 - iv) Source of Raw Material
 - v) In case, any Raw Material are required to Be imported, indicate arrangement for procurement
 - vi) Quality Control exercise in procurement of its material
7. a) Detail of manufacturing process
- b) Scheme of quality control
 - i) During manufacturing

- ii) At the finish stage
 - c) Whether any record is being maintained in respect of Quality Control exercise.
8. DETAILS OF TESTING FACILITIES AVAILABLE WITH THE FIRM.
9. DETAIL OF ORDER EXECUTED/ UNDER EXECUTION DURING THE LAST THREE YEARS
- a) with PSTCL
 - b) Other State Transmission Corp.Ltd./State Govt./ Govt of India and their institutions/undertakings
Note: Copies of performance/ execution certificates or any other supporting documents having supplied the material to any other PSTCLs/ State Govt./ Govt. of India/ State Power Utilities should be enclosed with the tenders. Only copies/ list of POs may not be treated as authentic proofs.
 - c) Other important customers.
10. a) Whether the items are on Punjab Govt. DGS & D/Central Govt. approved rate contracts (attach copies of rate contract)
- b) Whether the firm is licensed to use ISI mark or any other Govt. quality mark (copies of latest test certificates issued by Govt. laboratories and recognized test houses)
- c) Whether items offered conforms to ISS or any other Internationally recognized standards, if so give reference

Signature of authorized
Signatory of the firm with stamp

- Note: 1. Please attach additional sheets with bearing Authorized signatory's Signature & Stamp where required.
2. Copies of documents attached with the Performa should be attested by firms authorized person with stamp mark of the firm.
3. Detail of documents submitted shall be marked with page no. and index may be submitted accordingly.

GUARANTEED TECHNICAL PARTICULARS

FLOOD LIGHTING FIXTURES COMPLETE WITH 250 WATT TUBULAR HPSV LAMP (CROMPTON, PHILIPS, BAJAJ, WIPRO OR SURYA MAKE ONLY).

A. MATERIAL AND FINISH

- i) Main Body
- ii) Front cover
- iii) Reflector
- iv) Control Gear Box
- v) Mounting Bracket
- vi) Rear housing and cover.
- vii) Cradle

B. PHYSICAL DIMENSIONS

- i) Thickness of main body sheet
- ii) Thickness of control gear housing
- iii) Thickness of reflector
- iv) No. & Dimensions of cooling fans.
- v) Physical dimensions of equipment
- vi) Max. diameter of reflector.
- vii) Physical dimensions of lamp

C. TECHNICAL DATA

- i) Nominal voltage
- ii) Max. permissible supply voltage for satisfactory operation
- iii) Main current
- iv) Power factor
- v) Capacitance of capacitor in Micro farad (UF)
- vi) Power loss in ballast in MH
- vii) Inductance of ballast in MH
- viii) Lamp voltage
- ix) Starting current of lamp
- x) Luminair flux output
- xi) Light output in lumens/watt of lamp.
- xii) Time taken by lamp to reach full output
- xiii) Aug. light output of fixture as percentage of lamp output.
- i) Lamp downwards
- ii) Lamp upwards

- xiv) Beam angle in
 - i) Horizontal plane
 - ii) Vertical plane

- xv) Beam factor
- xvi) Average expected life of :
 - a) Ballast
 - b) Lamp
 - c) Capacitor

- xvii) Restrictions if any for using lamp in particular position.
- xviii) Total weight of fixture.

ANNEXURE-H

DETAILS OF TESTING FACILITIES

(To be filled by the bidder)

Sr. No.	Name of Test	Details of Testing Facilities available	Remarks
1. i ii iii iv	Test on Raw materials.		
2. i ii iii iv	Routine tests.		
3. i ii iii iv	Acceptance Tests		
4. i ii iii iv	Type Tests		

Dated.

Authorized Signatory

Name: _____

Designation: _____

Address and Seal of the firm

NOTE:

In case, testing facilities are not available for certain tests, indicate in the remarks from which testing House(s) / Institution(s) these will be got carried out.

ANNEXURE-I-1

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 bidder as per the format given hereunder. The details shall be exhaustive in all respects.

Sr.No.	Clause	Page No. of tender spec.	Exceptions & Deviations from the tender spec.	Remarks

Certificate 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.

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

Date :
Place :

For M/s
Signature
(By its constituted
attorney).

Seal

ANNEXURE-I-2

SCHEDULE OF TECHNICAL DEVIATIONS

All deviations from Technical Clauses shall be clearly brought out by the bidder as per the format given hereunder. The details shall be exhaustive in all respects.

Sr.No.	Clause No.	Page No. of Technical spec.	Deviations/ Exceptions	Remarks

Certificate that the above listed deviations and exceptions are exhaustive and the contract shall be executed as per the tender specification, excepting for the above deviations and exceptions in the event of placing an order on us.

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

Date :

Place :

For M/s
Signature
(By its constituted
attorney).
Seal.

GENERAL COMMERCIAL PARTICULARS**(Following information must be submitted by the bidders)**

1	Excise Duty	
i)	Rate considered in quoted prices	@
ii)	In case Nil / Concessional rate of ED is applicable then maximum rate of ED applicable at the time of tendering will be absorbed by the bidder (Yes/No)	
2.	CST / VAT	
i)	Rate considered in quoted prices	@
ii)	In case Nil / Concessional rate of CST/ VAT is applicable then maximum rate of CST/ VAT applicable at the time of tendering will be absorbed by the bidder (Yes/No)	
3.	Whether MODVAT considered?	
4	Quantity offered	
5	Validity of offer (min. 120 days)	
6	Whether Schedule of delivery as per specification (Yes/No)	
7	Whether Terms of Payment as per specification (Yes/No)	
8	Whether all the commercial terms & conditions of the PSTCL are acceptable, if not point out deviations on separate sheet.	
9	Nature of Price	Firm
10	Any other information to be mentioned by the bidders	

SCHEDULE OF GENERAL INFORMATION

(TO BE FILLED BY THE BIDDER)

1. Name, address & telephone Nos. of manufacture/ Principals. _____
2. PAN No.& proof of filling Income Tax return for last 3 years of manufacturer/ principals. _____
3. Name & address of supplier/firm/ company. _____
4. PAN No.& Income Tax return for last 3 years of supplier/firm/company. _____
5. Name address & telephone no. of Director/Partners/proprietors. _____
6. PAN No.& proof of filling income tax return for last 3 years of Director/Partner/Prop. _____
7. Telegraphic address. _____
8. Turnover of the firm for the last 3 years. _____
9. Bank references. _____
- 10 Testing facilities available at works for routine and acceptance tests (furnished details of testing equipment). _____
- 11 Name of works Manager/Managing Director. _____
- 12 Telephone No. of the office at manufacture works/supplier to whom reference should be made for expeditious technical co-ordination. _____
- 13 Whether holding ISI license, if yes, enclosed Photostat copy. _____
- 14 Whether the material carries State Quality Mark, if yes, enclose Photostat copy. _____
- 15 Memorandum and Article of Association of private Ltd., or Public Ltd., company/partnership deed in case of partnership firm(To be attached). _____

Dated:

SIGNATURE OF BIDDER
NAME
DESIGNATION
SEAL OF FIRM/COMPANY

SCHEDULE OF PRICES

Sr. No.	Brief Description of material as detailed out in the spec. & schedule of requirement Section-III-A	Qty. (Nos.)		Unit Ex-works price incl. Packing & forwarding charges (Rs.)	Rate of Excise Duty (benefit under MODVAT may also be indicated) @____%	Excise under may @____%	CST @____%	Unit F&I charges (Rs.)	Unit FOR destination price (Rs.)
		NIT	Offered						
1.	Heavy duty asymmetrical Outdoor non-integral type Flood lightning fixture Suitable for 250 Watt Tubular HPSV Lamps(Crompton, Philips, Bajaj, Wipro or make only) complete with control Accessories & 250 Watt lamp)	250							

NOTE:

- Prices of lamp, choke, Ignitor are requested to be quoted on separate sheet as per above proforma for ordering spares (if required at the time of PO on successful tenderer).
- Rates of ED & CST to be paid extra should be mentioned separately.
- The tenderer shall indicate the split of ex-works price separately indicating cost of raw material, labour component and over head expenses on a separate proforma.
- No overall discount shall be indicated on the quoted price for which split has been furnished as per note-4 above. However quantity/payment discount can be given in main tender. Any discount on quoted price or discount offer after opening of tender will lead to the rejection of tender.
- Only `FIRM` prices shall be accepted. Offer with `Variable` prices shall be rejected.

(Signature)
Name & Designation
Address of Supplier with Seal

ANNEXURE-M
PROOF OF ABILITY/ EXPERIENCE

The bidder shall submit copies of POs of supplies of similar material, along with proof of satisfactory execution of supplies, such as Performance/ Completion certificates etc. made by them to other State Electricity Boards/ Corporations/ State Govt./ Govt. of India & their Institutions/ Undertakings on the Performa given below:-

S. no.	Material	PO no. & dt./ ordered quantity	Quantity supplied	Value	Purchaser's Name & address	Name/ Designation, Address & phone no. of the purchasing agency	Remarks
1.							
2.							
3.							
4.							
5.							

Note: - Please enclose performance certificate for the equipment supplied for at least two Electricity Boards or Electricity Utilities of two different states, clearly indicating date of commissioning & date of issuing of performance certificate by end user.

Dated.

Authorized Signatory

Name: _____

Designation: _____

Address and Seal of the firm