

**PUNJAB STATE TRANSMISSION CORPORATION
LIMITED**

PURCHASE REGULATIONS, 2021



PUNJAB STATE TRANSMISSION CORPORATION LIMITED

PATIALA

2021

PREFACE

Punjab State Transmission Corporation Limited, a deemed Transmission Licensee, is engaged in the business of transmission of Power in the State of Punjab and has been notified as State Transmission Utility (STU). It commenced its operations from 16th April, 2010 after unbundling of erstwhile PSEB pursuant to the Government of Punjab Notification No.196 dated 16.04.2010. Since the beginning, PSTCL continued to follow PSEB Purchase Regulations, 1981 (reprint 2005). Amendments in PSEB Purchase Regulations, 1981 (reprint 2005), after unbundling of PSEB, were carried out by PSPCL focusing primarily on the areas of Generation and Distribution.

A committee was set up to review the PSEB Purchase Regulations, 1981 (reprint 2005), its amendments and to suggest a new set of Purchase Regulations for PSTCL. The committee inter alia examined the existing PSEB Purchase Regulations, 1981 (reprint 2005). Purchase Regulations of other State Transmission Utilities and after extensive deliberations drafted a new set of Purchase Regulations suitable for the structural & business needs of PSTCL.

The PSTCL Purchase Regulations have been approved by BODs in its 64th meeting held at Mohali.

Co-operation received from all the Committee members and other officers in finalising the Purchase Regulations and work done by CAO (F&A) Organisation of PSTCL in this behalf is gratefully acknowledged.

I feel immense pleasure in bringing out the new Purchase Regulations in PSTCL.

New Purchase Regulations stand implemented with immediate effect superseding the existing Purchase Regulations and subsequent amendments. Suggestions for further improvement of PSTCL Purchase Regulations, 2021 are always welcome.

CA. Vinod Kumar Bansal,
Director/Finance & Commercial,
PSTCL, Patiala.

INDEX

Sr. no.	Regulation no.	Description	Page no.
1	1	SHORT TITLE AND COMMENCEMENT	1
2	2	SCOPE AND APPLICATION	1
3	3	DEFINITIONS	1-3
4	4	CLASSIFICATIONS	3-4
5	5	STANDARDIZATION OF SUPPLIERS	4
6	6	REGISTRATION OF SUPPLIERS	5
7	7	VENDOR DEVELOPMENT POLICY	5
8	8	ORDER ON NEW FIRMS	5-6
9	9	RATE CONTRACT/PROCUREMENT THROUGH GeM PORTAL	7
10	10	PROCUREMENT SYSTEM	7-8
11	11	COMPETENT AUTHORITIES	9
12	12	DELEGATION OF POWERS	9-10
13	13	BLACKLISTING/ INELIGIBILITY OF FIRMS	10
14	14	INVITATION OF TENDERS	10-11
15	15	NOTICE INVITING TENDER (NIT), TENDER SPECIFICATIONS AND TENDER NOTICE	11-12
16	16	GENERAL TERMS & CONDITIONS	12
17	17	PREQUALIFICATION CRITERIA	13
18	18	EARNEST MONEY FOR TENDERS	13-14
19	19	SUBMISSION OF TENDERS	15-16
20	20	RECEIPT OF TENDERS AND EXTENSION OF TIME	16-17
21	21	OPENING OF TENDERS	17-18
22	22	LATE TENDERS	19
23	23	REJECTION OF TENDERS	19
24	24	RE-INVITATION OF TENDERS	19
25	25	PROCESSING OF TENDERS	20-21
26	26	ACCEPTANCE OF TENDERS	22
27	27	NEGOTIATIONS	22
28	28	AWARD CRITERIA	22-23
29	29	AWARD OF ORDERS/ CONTRACTS	23-24
30	30	AMENDMENT OF PURCHASE ORDERS/ CONTRACTS	24-25
31	31	SECURITY DEPOSIT	25-26
32	32	EXECUTIVE ORDERS/INSTRUCTIONS AND AMENDMENTS OF REGULATIONS	26
33	33	INTERPRETATION	26

INDEX

Sr. no.	Schedule	Description	Page no.
34	A	CENTRALLY PURCHASED ITEMS	27
35	B	NOTICE INVITING TENDER	28-29
36	C	VENDOR DEVELOPMENT POLICY	30-32
37	D	TENDER NOTICE	33
38	E	GENERAL TERMS AND CONDITIONS TO BE OBSERVED BY TENDERERS	34-53
39	F	REGISTER OF TENDER RECEIVED	54
Sr. no.	Annexure	Description	Page no.
40	I	CONTRACT AGREEMENT FORM	55
41	II	UNDERTAKING FORM	56
42	III	SELF-APPRAISAL/WORKS APPRAISAL PERFORMA	57-58
43	IV	NOTICE INVITING TENDER THROUGH PRESS	59

PUNJAB STATE TRANSMISSION CORPORATION LIMITED (PSTCL)

In exercise of the powers conferred by clause (q) of Article 62 of the Article of Association, the Punjab State Transmission Corporation Limited (hereinafter called as "Corporation/Purchaser") hereby makes the following regulations for the procedure to be followed in inviting, considering and accepting tenders for purchases:-

1. SHORT TITLE AND COMMENCEMENT

- 1.1 These regulations shall be called the, "Punjab State Transmission Corporation Limited Purchase Regulations, 2021"
- 1.2 These regulations have been approved by BODs of PSTCL in its 64th meeting held at Mohali.

2 SCOPE AND APPLICATION

The procedure contained in these regulations shall be followed in all cases (except where specifically provided otherwise by the Corporation) for inviting, considering and accepting tenders for:-

- 2.1 Material including office furniture, stationery, Vehicles, IT related supplies & other office equipment etc.
- 2.2 Machinery, Equipment and Spares including special Tools and Plants.
- 2.3 Services.

3 DEFINITIONS

- 3.1 "Act" means the Electricity Act, 2003 and shall include any statutory amendment, modification or re-enactment thereof for the time being in force.
- 3.2 "Board" means the Board of Directors (BODs) of PSTCL.
- 3.3 "Centrally purchased items" means items covered under Schedule 'A' of these regulations.
- 3.4 "Chairman Cum Managing Director" means Chairman of the Corporation duly appointed by the government under article 44 & 45 of Articles of Association of the Corporation and includes the officiating Chairman appointed, if any.
- 3.5 "Competent Authority" means a Committee appointed by the Corporation or an officer of the Corporation including Field Officers authorized by the Corporation to exercise the power for acceptance of tenders for the purchase of material, equipment and services as per Corporation's Delegation of Powers in force from time to time.
- 3.6 "Company Secretary" means Company Secretary as defined under Section 2(24) of Companies Act, 2013.
- 3.7 "Contracting Agency/Purchasing agency" means officer of the Corporation authorized by the Competent Authority to invite tenders and/or issue purchase orders for supply of materials, equipment and services.
- 3.8 "Contractor" means any person, syndicate, Company, co-operative society or firm, which has entered into contract with the Corporation and shall include his heirs, legal representative or assigns.

PSTCL - Purchase Regulations

- 3.9 "GEM" means Government e-Market place, a one-stop portal to facilitate online procurement of common use goods & services required by various Government departments/organizations/PSUs. It aims to enhance transparency, efficiency and speed in public procurement.
- 3.10 "Director" means director of the Corporation duly appointed by Punjab Government under article 44 of Articles of Association and includes an alternate/additional director appointed under article 49 of Articles of Association.
- 3.11 "Field Officers" include Chief Engineers/Superintending Engineers/Sr.Xens./Assistant Executive Engineers/Assistant Engineers and equivalent rank officers to whom purchase powers have been delegated by the Corporation from time to time.
- 3.12 "Government" means the Government of Punjab.
- 3.13 "Inspecting Officer" means any officer/agent duly appointed or authorized by the Corporation for the purpose of testing and inspection of material.
- 3.14 "Local authority" means a Municipal Committee or Corporation or other authority legally entitled to or entrusted by the government with the control or management of a municipal or local fund.
- 3.15 "Minutes" means the record in a summary form, covering the proceedings of the meeting of the members, Board or any Committee constituted by competent authority.
- 3.16 "New Firm" means any firm that has not supplied tendered/similar to tendered material to PSTCL/PSPCL/other Central or State Utilities. The firm having supplied tendered/ similar to tendered material to other Central or state utilities shall be considered as 'Old Firm' for the purpose of distribution of quantities on submission of satisfactory performance certificate. However, works appraisal of only manufacturing firms shall be carried out.
- 3.17 "Proprietary items/services" means items/services of proprietary nature manufactured by single manufacturer/ service provider and supplied by it or its authorized dealer or any other tailor made item or component to match with the manufacturer's equipment.
- 3.18 "Purchase organization" means CPC (TS) or any other committee assigned by the PSTCL to procure centrally purchased items to be borne on stock as per schedule 'A' and/or any other items as per the requirement of the Corporation.
- 3.19 "Rate Contract" means Rate Contract entered into by PSTCL/PSPCL/Punjab Government with manufactures or suppliers for Supply of specific material or equipment.
- 3.20 'Registered Suppliers' means Suppliers Registered with the various Heads of Departments of the Corporation.
- 3.21 "Services" means any consultancy, supervision, turn-key job, supply order etc. relating to purchases and matter connected there with.
- 3.22 "Standardized firm" means supplier/manufacturer so approved by the Corporation for supply of different items directly or through their sole authorized dealers from time to time.
- 3.23 "Whole-time Directors" means Directors of the Corporation appointed on Whole time basis by Government of Punjab pursuant to provisions of the Companies Act and Articles of Association.
- 3.24 "Zone of Consideration" means first 50% of the eligible number of bidders in the order of their merit of lowest rates, which shall be rounded off to the next higher number in case of odd number of bidders. In case the sum of the quoted quantities/quantities for which orders can be placed upon 50% of the eligible bidders is less than the quantity

PSTCL - Purchase Regulations

decided to be procured, then the Zone of Consideration shall extend up to the firm where the sum of the quoted quantities/quantities for which orders are to be placed becomes equal to or more than the quantity to be procured. In case of only 02 No. participating eligible bidders, Zone of Consideration may extend to both the bidders. In case of Reverse Bidding, where number of bidders is more than three, all bidders except the highest bidder shall be placed in Zone of Consideration. However, if the eligible bidders are three or less than three, all such bidders shall be placed in the zone of consideration.

4 **CLASSIFICATION**

For the purpose of inviting tenders the classification of material, equipment and services required for different Projects/Systems, shall be classified on functional basis and will be handled by the respective organization as below:-

4.1 **Transmission system**

a) Chief Office	All major items including special tools and plants as per design/plan and all centrally purchased items covered in Schedule-"A" for construction of transmission system within their competency.
b) Field offices	All other items for construction and operation of transmission system including general tools & plants, spares, instruments etc. except those included in Schedule-"A".
c) Central Purchase Committee (TS)	All major items including special tools and plants as per design/plan which are beyond the competency of office at (a) above and all centrally purchased items for Corporation as per Schedule-"A".

4.2 **SLDC Organization**

a) Chief Office	All major items including special tools and plants as per design/plan required for SLDC Business except those included in Schedule-"A"
b) Field offices	All other items for construction and operation of SLDC business including general tools & plant, spares, instruments etc. except those included in Schedule-"A".
c) Central Purchase Committee	All major items including special tools and plants as per design/plan required for SLDC business which are beyond the competency of office at (a) except those included in Schedule-"A".

PSTCL - Purchase Regulations

4.3 P&M Organization

a) Chief Office	All major items including special tools and plants as per design/plan required for operations/maintenance of the system under P&M organization except those included in Schedule-"A".
b) Field offices	All other items for operation/maintenance of system under P&M including general tools& plant, spares, instruments etc. except those included in Schedule-"A".
c) Central Purchase Committee	All major items including special tools and plants as per design/plan for operations/maintenance of the system under P&M organization which are beyond the competency of office at (a) except those included in Schedule-"A".

4.4 General

a) CE/HIS&D	Printing, Stationery, Furniture etc for Corporate office, vehicles and all IT related equipment. (as per DOP) except those included in Schedule-"A".
b) Purchase Committee (General)	Purchases related to Printing, Stationery, IT related equipment, Furniture etc. for Corporate office, vehicles for corporate office which are beyond the competency of office at (a) except those included in Schedule-"A".

5 STANDARDIZATION OF SUPPLIERS

- 5.1 PSTCL may after due evaluation, standardize/approve Manufacturers/Suppliers of different equipment/material of standard quality and technical specifications, for inviting limited tenders.
- 5.2 Standardization shall be made for the items that are of critical nature, required at a short notice, needed frequently like transformers, meters, conductors, cables, insulators etc. and shall at least comprise of three firms for each ratings and for a period of three years.
- 5.3 List of suppliers to be standardized would be scrutinized and recommended by the committee (Consisting of Design/Field and Finance representative to be nominated by Dir./Technical and Dir./F&C respectively) from the angle of quality, rating, delivery price and performance. Evaluation of existing firms will be made on the basis of quality, quantity, delivery, price, services and other ratings etc.
- 5.4 The Committee will, after due evaluation, recommend the Standardization of manufacturers/suppliers of different equipment/material of standard quality and technical specification.
- 5.5 Firms will be standardized with the approval of WTDs on the recommendations of committee.
- 5.6 If the performance of the firm is not repeatedly upto the mark, then it can be deleted from the list with the approval of WTDs.

6 REGISTRATION OF SUPPLIERS

- 6.1 PSTCL may enter into "Rate Contract" with manufacturers of different equipment/material for supply to PSTCL from time to time.
- 6.2 In order to ensure that tenders are submitted particularly by only reliable and known sources of supply, the different items of purchase not borne on Rate Contract or Standardized, suppliers may be registered with different offices of PSTCL (with the approval of concerned Purchasing agency) for supply of various items in accordance with the rules/procedures framed by the Corporation.
- 6.3 The list shall be amended from time to time as necessitated for such suppliers.
- 6.4 If, the performance of the firm is repeatedly not upto the mark, then it can be deleted from the list with the approval of concerned Director.
- 6.5 The existing firms shall be evaluated on the basis of quality, quantity, delivery, price, services and other related parameters. However, the new firms will be registered on the basis of quality of their products (including their being ISI marked), production capability, financial position and business already executed and will be provisional for two years.

7 VENDOR DEVELOPMENT POLICY

Corporation may frame/amend its vendor development policy to promote new vendors for participation in the tendering process of the Corporation. The existing vendor development policy is as per Schedule-"C".

8 ORDER ON NEW FIRMS

8.1 Order Limit:

Orders up to 30% of NIT quantity can be placed on new firms in all to develop new sources of supply and to encourage competition.

8.2 Works Appraisal:

- (i) If a new firm submits tender against open tenders, its works appraisal shall be carried out before opening of the Part-III "Price Bid" to ascertain whether the offer of the firm is technically/Commercially/financially acceptable or not.
- (ii) Works appraisal of only manufacturers shall be carried out in such cases where the value of tendered material is more than Rs. 15 Lacs. When the material is to be supplied through its authorized dealer, the works of manufacturer is required to be appraised. Where it is not possible to carry out works appraisal, the facts should be specifically brought to the notice of competent authority as defined at Note 4 given below at the time of approving the purchase proposal.
- (iii) Any firm that has supplied similar material to other Central/State Utilities would be considered as old firm for the sake of distribution of quantities on submission of satisfactory performance certificate but if that firm is new to PSTCL, works appraisal shall be carried out. If the works appraisal of the firm fails, that firm shall not be considered for the opening of its price bid. However, for any firm, works appraisal carried out by PSPCL shall be considered valid and in such a case, no fresh appraisal needs to be carried out.

PSTCL - Purchase Regulations

- (iv) For the works appraisal, the firms shall have to deposit following charges:-
Rs. 50,000/- plus applicable statutory levies for the firms located outside Punjab.
Rs. 25,000/- plus applicable statutory levies for the firms located within Punjab.
- (v) All participating firms (new as well as old) should duly fill the self-appraisal/works appraisal Performa enclosed as Annexure-III while submitting the bids.
- (vi) If a firm has been blacklisted/ business dealings has been suspended for a certain period of time by PSTCL/PSPCL, then, after the expiry of this period of blacklisting/suspended dealings, the firm shall get its works reinspected/reappraised from techno-economic angle prior to the opening of its price bid. However, no cognizance of blacklisting by other than Punjab Govt. utilities shall be taken for the purpose of works appraisal and processing of tender.
- (vii) If a firm has not supplied Tendered/similar item to PSTCL/PSPCL in the last 5 years or more from the date of opening of Tender and does not furnish satisfactory performance certificate for supply of Tendered/ similar items to any other Central/state utility as well during the above time period, then a fresh works appraisal shall be got carried out irrespective of the fact that whether the works stood appraised by PSTCL/PSPCL or not.
- (viii) If an existing firm quotes from a new works address, the works appraisal of the new works shall be got carried out. The commercial parameters like turnover, experience of the parent company shall be admissible.

Note: -

- (1) The offer of the firms is liable to be rejected in case works appraisal fee is not received. For the works appraisal, new firms have to deposit the above mentioned charges through RTGS/NEFT/Net banking in Corporation's designated bank account. The above charges are non-refundable, and works appraisal of the firm does not entitle the firm for price bid opening/ placement of order.
- (2) If a firm fails in the works appraisal then the firm should not be considered during the course of technical evaluation and price bid of the firm should not be opened.
- (3) Apart from the Tendered item(s), the purchasing agency shall also carry out the works appraisal for all the other items being manufactured by the bidder which are relevant to the PSTCL against the charges deposited by the bidder.
- (4) The competency to exempt works appraisal shall lie with the Director/Technical and Director/F&C.

9. Rate Contract/Procurement through GeM Portal

- 9.1 For PSTCL rate contract, expression of interest shall be invited from prospective bidders through publication in the newspapers/journals, PSTCL website and display on Notice Board allowing normally a period of four weeks from the date of such publication.
- 9.2 Items borne on PSTCL rate contract shall preferably be purchased from the suppliers against valid rate contract.
- 9.3 Items borne on GeM-Portal or on control rate controlled/approved by the Govt. of India/Govt. of Punjab or any other statutory agency shall normally be purchased from the manufacturer/principal dealer on rates of GeM-portal or controlled/approved rates as the case may be.
- 9.4 Purchase of items borne on GeM-Portal and/or on control rate controlled/approved by the Govt. of India/Govt. of Punjab or any other statutory agency may be purchased from the same supplier or other but it shall be ensured that in such cases price and other terms are not less favorable to PSTCL than those of GeM-Portal or of Govt. of India/Govt. of Punjab or any other statutory agency in case of such controlled/approved items.
- 9.5 In case, procurement is to be made through GeM portal, GeM General Terms and Conditions, Product/Service specific Special Terms and Conditions (if any) alongwith appropriately selected additional Terms and Conditions of GeM portal shall be applicable instead of the Terms & Conditions laid down in PSTCL Purchase Regulations.

10 PROCUREMENT SYSTEM

10.1 Open Tender/e-tender

- 10.1.1 For NIT valuing Rs.5 lacs or above, tender shall be invited through wide publicity as per PSTCL policy, in the newspapers/journals, PSTCL website and display on Notice Board allowing normally a period of four weeks from the date of first publication for submission/uploading of tenders on the website of Corporation. In urgent cases, this period may be reduced to two weeks. However, the reasons for urgency must be recorded in the file.
- 10.1.2 The Notice Inviting tender must be uploaded on the PSTCL website.

10.2 Limited Tender

- 10.2.1 For NIT valuing less than Rs.5 lacs/ standardized items, tenders may be invited from registered/known/existing firms/contractors, through letters sent by registered post 'acknowledgement due'/speed post/courier/E-mail/fax and uploading on PSTCL website and display on Notice Board giving a minimum period of 15 days from the date of issue of such letter for submission of tenders. In exceptional cases, the period can be reduced as considered necessary after recording reasons thereof by the purchasing agency.
- 10.2.2 The items for which Manufacturers/Suppliers have been Standardized/approved, tenders shall be invited from such Manufacturers/Suppliers only, irrespective of the tender value.
- 10.2.3 For insurance, tenders will only be invited from Insurance Companies approved by Insurance Regulatory & Development Authority (IRDA).

PSTCL - Purchase Regulations

10.2.4 Limited tenders will be invited manually and NIT must be uploaded at PSTCL website.

10.3 **Single Tender**

For the following items, single Tenders shall be invited directly from the concerned Manufacturers/Suppliers:

10.3.1 Items /Services of proprietary nature.

10.3.2 Patents and special items to which tenders system cannot be applied with advantage to PSTCL and recording reasons thereof.

10.3.3 In exceptional circumstances for item of an emergent nature with the approval of Director concerned and Director/F&C subject to the reasons being recorded.

Note:- Renewal of hardware/software licenses shall be covered under proprietary items/services. Annual Maintenance Contract with Original Equipment Manufacturer shall also be covered under proprietary services.

10.4 **Spot Tender**

For items of critical nature, tenders may be obtained on the spot in the market by a committee of not less than three officers (including one from accounts side) appointed by Whole-time-Directors or Purchase committee/Purchase committee (General)/Chief Engineer/HOD with specific delegation of powers upto 50% of above referred competent authorities' own powers and generally following the limited tenders procedure suitably abridged to enable award of purchase order/contract on the spot.

Provided that in the case of spot purchase committee constituted by the purchase committee, the approval of Director in charge shall be obtained before effecting the purchase.

10.5 **Cash Purchases**

10.5.1 In urgent cases, items valuing upto Rs.10,000/- on each occasion may be purchased by field officers against cash payment after assessing reasonability of rates from the market on the basis of at least three quotations in writing with the approval of authority not below the rank of Sr. Xen subject to annual limits as specified in the relevant clauses of DOP.

10.5.2 Items valuing upto Rs. 5000/- on each occasion may be purchased against cash payment after conducting oral enquiry in the market subject to annual limits as specified in the relevant clauses of DOP.

10.6 **Special Procedures**

10.6.1 Items covered by grant or loans from foreign government or covered by specific agreements/ instructions of the Central/State Government shall be purchased from Suppliers/Agencies nominated by respective Government upto value limits, if any, specified and as per special procedure laid under respective agreements/ instructions.

10.6.2 Items required for the residence /resident camp offices of HODs and higher rank officers can be purchased against oral enquiries provided the procurement is made directly by them up to the fixed norms and limits.

11 COMPETENT AUTHORITIES

The Following authorities shall be competent to accept/decide the tenders under normal rules to the extent of powers delegated to them by the Corporation from time to time:-

11.1 **Whole-time Directors (WTDs)**

The committee comprising of the CMD and other Directors of the Corporation, appointed on full time basis with the Company Secretary of Corporation as its convener.

11.2 **Central Purchase Committees**

11.2.1 The committee comprising of CE/TS, CFO and S.E/TS Design as Member-cum-convener for procurement of centrally purchased items and items required for TS Organization.

11.2.2 The committee comprising of Chief Engineer/SLDC, CAO(F&A) and SE/Communication SLDC as Member-cum-convener for the purchase of items required for SLDC Organization.

11.2.3 The committee comprising of Chief Engineer/P&M, CAO(F&A) and SE/ P&M-Ludhiana as Member-cum-convener for the purchase of items required for P&M organization.

11.3 **Purchase Committee (General)**

The committee comprising of Chief Engineer/HIS&D, CAO(F&A) and S.E/Administration as Member-cum-convener for the purchases related to corporate office . In case of purchase of IT related items, DGM/IT shall be the Member-cum-convener instead of SE/Administration.

11.4 **Officers of the Corporation**

In accordance with the powers delegated from time to time by the Board.

12 DELEGATION OF POWERS

Delegation of the powers for accepting open tenders, limited tenders, single tender and by the various committees constituted by the Corporation shall be as per the delegation of powers (as amended from time to time). Existing Delegation of the Powers are mentioned below:-

Sr. no.	Competent Authority	Open Tenders	Limited Tenders	Single Tenders
(a)	Board of Directors	Full Powers	Full Powers	Full Powers
(b)	Committee of WTDs	Upto Rs. 100 Cr.	Upto Rs. 20 Cr.	Upto Rs. 10 Cr.
(c)	Central Purchase Committee	Upto Rs. 4 Cr.	Upto Rs. 2 Cr.	Upto Rs. 1 Cr.
(d)	Purchase Committee (General)	Upto Rs. 1 Cr.	Upto Rs. 40 Lacs	Upto Rs. 20 Lacs
(e)	Officers of the Corporation	In accordance with the powers delegated to them by the Board of Directors from time to time.		

PSTCL - Purchase Regulations

- 12.1 These powers shall be subject to relevant rules and regulations of the Corporation.
- 12.2 These powers are subject to availability of funds.
- 12.3 The Director In- charge will be required to approve the purchase proposals, and to give his/her specific views/recommendations, to be submitted to committee of WTDs/BODs for consideration and decision.
- 12.4 Competency to accept tenders will be determined with reference to NIT quantity/value.
- 12.5 Prices will be including Taxes, duties & other allied costs for the purpose of determining the competency to affect purchase.

13 BLACKLISTING/INELIGIBILITY OF FIRMS

Corporation may declare a firm ineligible, for award of contract either indefinitely or for a stated period of time after determining that the firm has engaged in corrupt or fraudulent practices during award or execution of a contract, and/or the firm has repeatedly failed in the past in successful performance of contracts awarded on it and that continuing business relationships with such firm will be prejudicial to Corporation interest.

Communication in this regard shall be circulated to all the concerned offices of the Corporation.

In case of e-tenders, the bids of such firms will not be considered for opening. The authority for blacklisting of any firm or debarring any firm from business dealings will be the next higher to the authority placing the order.

Note: - (Not to be incorporated in the P.O/Tender specifications).

The authority next higher to the competent authority as per Clause 12 above, shall decide the question of blacklisting any firm or debarring any firm from business dealings. For instance, for cases decided by CPC/Purchase Committee (General), the competency to blacklist the firm lies with the WTDs. However, for cases decided by the WTDs, the competency to blacklist the firm shall lie with the WTDs only.

"If a firm has been blacklisted/business dealings has been suspended for a certain period of time by PSTCL, then, after the expiry of this period of blacklisting/suspended dealings, the firms shall get its works reinspected/reappraised from techno-economic angle prior to the opening of its price bid.

However, no cognizance of blacklisting by other Govt. utilities other than Punjab Government shall be taken for the purpose of works appraisal and processing of tender."

14 INVITATION OF TENDERS

- 14.1 On finalization of requirement of material, equipment, services and detailed technical specifications, tenders shall be invited by the respective Purchasing Agencies by issuing Notice Inviting Tender through Press/Registered post Acknowledgement Due/speed post/courier/email as per prescribed procedure laid down in the tendering system relevant to the case.
- 14.2 List of Notice Inviting Tenders, both open and limited, shall also be displayed on the official website of PSTCL/notice board of the office of the concerned Purchasing Agencies.
The notice so issued whether for open, limited or single tender shall be chronologically entered in the register of Enquiries/Tenders Notices maintained in the

PSTCL - Purchase Regulations

purchase department and a specific serial number shall be allotted to them in the same order. The NIT shall clearly specify the place/date/time/where/by which the quotations must reach the Purchasing Agency and the date/time/place on which/where the tenders shall be opened.

Where Open tenders/Limited tenders are invited, it shall be ensured that link of website for downloading the NIT from PSTCL website is sent to all the regular/registered suppliers instead of hard copy of NIT.

- 14.3 Any change in detailed technical specification will be made with the approval of Director/In-charge. Once the NIT is issued then in no case technical specifications can be altered; only fresh enquiry will be issued.
- 14.4 Tenders valuing less than Rs. 5 lacs shall be invited through limited tender procedure.
- 14.5 Tenders valuing Rs.5 lacs or above shall be invited through e-Tender only. Interested parties may get themselves registered with the Corporation's e-tendering website and apply for the tender using Digital Signatures.
- 14.6 In case the tenders cannot be invited through e-tender, the reasons should be recorded in writing and shall be got approved from the concerned Director and open tender procurement system will be followed.
- 14.7 Reverse bidding will be carried out invariably except where otherwise specifically approved by Director-In-Charge and Director/F&C.

Note:

- (i) The procurement agency while calling tenders will ask the prospective bidders to supply complete information of being MSME (fill up the Performa) along with the proof of their registration under MSMED, Act, 2006. PSTCL will not be held responsible for penal provisions of MSMED Act, regarding delayed payment etc. if the bidders do not disclose its status regarding MSME.
- (ii) Before inviting tenders, written request shall be obtained from the concerned offices. Estimates must be prepared and passed prior to purchase/execution.

15. NOTICE INVITING TENDER (NIT), TENDER SPECIFICATIONS AND TENDER NOTICE

15.1 For Tenders valuing. 5 lacs and above (e-Tender)/Open tender.

Basic information to be included in the Notice Inviting Tenders, Tenders specification shall be as per Schedule 'B'. Tender Notice to be displayed on notice board, PSTCL website as well as the Corporation's e-tendering website shall be as per Schedule 'D'. A brief Tender notice shall be published through press as per Annexure –'IV'. These may be suitably modified by the purchasing Agency, if necessary alongwith general instructions to be observed by tenderers.

- i) Tender notice shall be got published in the News Papers as per the approved advertisement policy of the Corporation.
- ii) Each Tender Enquiry shall be entered in a register maintained by each Purchasing Agency and allotted a distinct code/serial number.
- iii) The names and addresses of the firms, which obtain tender documents / specifications /participate in e-tenders, shall be entered in the register.
- iv) Quantity should be indicated in the NIT/as well in the corrigendum.

PSTCL - Purchase Regulations

- v) A stipulation be made in the NIT Specifications that conditional Tenders will not be accepted.
- vi) It shall be mentioned in the NIT/specifications that quantity mentioned in the NIT can be ordered upon more than one firm.
- vii) It shall be provided in the NIT/specification that for bought out assembly/units for project equipment, detailed drawings, part number and name of vendors will be furnished by the contractors.
- viii) Any firm which is 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 concerned office shall upload the list of all such defaulter firms on the website of PSTCL.

- ix) In case of e-Tendering, the downloading of tender documents by prospective bidders shall be stopped 6 hours prior to the date and time of the opening of the Tender enquiry.

15.2 **For Tenders valuing less than Rs. 5 lacs**

Basic information to be included in the notice inviting Tenders and Tenders specifications shall be as per Schedule 'B'. Tenders Notice shall be as per Schedule 'D' for displaying on notice board, PSTCL website. These may be suitably modified by the Purchasing Agency, If necessary, alongwith general instructions to be observed by tenderers. Each Tender Enquiry shall be entered in a register maintained by each Purchasing Agency and allotted a distinct code/serial number. The names and addresses of the firms, which obtain tender documents/specifications, shall be entered in a register.

16. **GENERAL TERMS & CONDITIONS**

The terms and conditions for tender/contract shall be as per Schedule "E". The terms and conditions contained in this schedule shall be suitably changed/modified/relaxed with the approval of the next higher authority (as per proviso below), if considered necessary, after recording reasons necessitating the change/relaxation in writing, subject to the condition that the same do not violate or are not incongruous with any other provisions in the PSTCL Purchase Regulations or any other Rules Regulations and instructions of the Corporation on the Subject;

Provided that:-

- 16.1 Where the competent authority happens to be the Central Purchase Committee or Purchase Committee (General), then the amendment in the terms and conditions shall be issued with the approval of Director-In-charge.
- 16.2 Where the competent authority happens to be the Whole Time Directors, the approval of the next higher authority shall not be required.

17. Prequalification Criteria :-

Prequalification Criteria (PQC) :-

Prequalification, wherever incorporated in a tender, shall be based entirely upon the capability and resources of prospective bidders to perform the particular contract satisfactorily. The PQC for various items already approved shall continue, till not amended. The PQC if needs to be amended or added fresh for new items, shall be framed as per the CVC guidelines and approved by Director/Technical, Director/F&C and Director/Admin.

18. EARNEST MONEY FOR TENDERS

18.1 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. |

18.2 The following shall be exempted from depositing Earnest Money:-

18.2.1 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.

18.2.2 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.

18.2.3 Sole Manufactures/Suppliers of Proprietary items, Standardized firms.

18.2.4 Suppliers covered under MSMED Act, 2006.

18.2.5 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.

PSTCL - Purchase Regulations

18.2.6 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 18.2.5 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 18.1
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 18.1

- 18.3 Earnest Money shall be forfeited in case of withdrawal/modification of an offer within the validity period, as required in the NIT/Tender Specification after opening of tender.
- 18.4 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.
- 18.5 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.
- 18.6 In case of tender not accepted, the Earnest Money shall be refunded within 30 days thereafter.
- 18.7 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.
- 18.8 No interest shall be paid by PSTCL on EMD/PEMD deposited by the tenderer/bidder.

19 SUBMISSION OF TENDERS

19.1 The tender will be submitted as per Notice Inviting tender /Tender Specifications, complete in all respects. Any deviation from Notice Inviting tender/Tender Specification shall be clearly brought out by the Tenderers. No post tender development shall be allowed regarding any change in terms & conditions or prices or technical specifications.

19.2 Two part Bids (For tenders valuing less than Rs. 5 lacs)

Tenders shall be submitted in two parts,
Part-I: Commercial & Technical conditions.
Part-II: Price Bid

19.2.1 Non e-tender/Physical tender

For Tenders submitted manually, the tenderer shall seal the original or each part of the Tender separately in double envelop duly marked as Part-I, or 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.

19.3 Three part Bid (For tenders valuing Rs. 5 lacs or above)

All tenders valuing Rs. 5 lacs or above shall be invited through e-tender only. These shall be submitted in three parts given as under:-

Part-I: Earnest money
Part-II: Commercial & Technical Conditions
(Qualifying, Technical and financial effects)
Part-III: Price Bid

19.3.1 The tenderer shall submit online three part bid by the stipulated date/time.

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 submitted through screenshot reflecting UTR no., date and amount or copy of PEMD certificate 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 submitted by the tenderer verified from the accounts department whether the amount has been received on the noting of purchase file. In case EMD is in order and 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 is commercially unsuitable, shall be rejected.

PSTCL - Purchase Regulations

Note :

1. Pre-qualification and technical qualification should be clubbed together for the purpose of Technical Evaluation.
2. If any new firm submits its Tender which has never supplied the Tendered item to PSTCL/PSPCL till the date of opening of the Tender enquiry, its works appraisal shall be carried out before opening of the Part-III i.e. 'Price Bid' (Provisions as per Regulation 8 to be followed) to ascertain its financial/technical capability to execute the order.
3. Apart from the Tendered item(s), the purchasing agency shall also carry out the works appraisal for all the other items manufactured by the bidder, which are relevant to the PSTCL against the charges deposited by the bidder.

Not to be incorporated in the P.O./Tender specifications:

The power to decide technical and commercial acceptability/rejection of Tenders would be exercised by the competent authority. In case the competent authority happens to be WTDs/BODs, then concerned CPC/Purchase Committee (General) shall exercise the power.

20 RECEIPT OF TENDER AND EXTENSION OF TIME

20.1 Receipt of Tender

20.1.1 Non e-Tender/Physical Tender

Tenders shall be received in the office of the contracting/purchasing Agency upto the time and date specified in the Notice inviting Tender/Tender specification and dated initials with the time of receipt shall be noted on the cover/envelope by the officers/officials authorized to receive the Tenders.

In case of manual Tenders, at Division level tender documents will be received by any official authorized by the concerned office not less than the rank of Supdt/Head Clerk who would ensure that the names of the firms which have submitted their bids are not revealed to any firm and total secrecy is maintained in this regard.

On receipt, the Tenders shall be entered in the Register of the Tenders as per Schedule 'F' and each allotted a Serial No. and kept in safe custody in a steel Almirah or Tender box by the following officers/officials:-

(a)	PSTCL Head Office: All Offices except Divisions	Superintendents/Equivalent or higher rank official authorized by the concerned office
(b)	Divisions	Divisional Superintendents/ Equivalent or higher rank official authorized by the concerned office

Tenders shall be taken out only at the time of opening of tenders.

In the event of any Tender being received with its envelope unsealed or in mutilated/torn condition or seals damaged, it shall be immediately brought to the notice of Officer Inviting Tenders for order to re-seal such Tenders in another envelop

PSTCL - Purchase Regulations

which shall be signed by the said officer and entrusted for safe custody as other Tenders.

Any Tender received in an envelope not bearing clear indication on the outside and hence opened in routine shall also be immediately brought to the notice of the officer inviting Tenders for order to re-seal such Tenders which shall be signed by the said officer and entrusted for safe custody as other Tenders.

Tender documents once submitted shall not be returned.

20.1.2 e-Tender

The officers/officials authorized to open bids will check whether minimum 3 (three) nos. of tenders have been received or not so that it may be decided to open the tender or else extend the tender timelines. A permission of the competent authority as per clause 24.2 will be sought for opening of tenders in case the number of tenders received is less than 3 (three).

The Purchasing agency shall verify the correctness of particulars of EMD immediately after opening of Part – II of the tender and get the details of EMD submitted by the tenderer verified from the account in which the amount has been received on the noting of purchase file. Part-III of the tender shall only be opened after successful verification.

20.2 EXTENSION OF TIME FOR TENDERING

The Officer Inviting Tenders or an officer deputed by him may extend the due date for submission of Tenders in case of:-

20.2.1 Poor response defined by receipt of less than three Tenders/quotations up to the fixed time.

20.2.2 Under any unforeseen situation.

Publicity to the extension of time limit (not less than two weeks) for submission of Tender shall be given in the same manner as given at the time of the invitation of the Tenders. Corrigendum other than extension of time limit will not be published in Newspapers. However, the same shall be uploaded on PSTCL website alongwith e-procurement portal.

21 OPENING OF TENDERS

21.1 Tenders shall be opened on the due date, time and place in the presence of tenderers or their authorized representatives on production of letter of authority and they will append their signatures in the Tender Register (Schedule-“F”) in token of their presence.

Note:-

1. The purchasing agency may allow the opening of e-tender within 2 working days from the last date/time of submission of tenders.
2. The Tenders of blacklisted firms, which submit their Tenders online/ offline, shall not be opened/processed and PSTCL shall not bear any cost incurred by such firms in submitting their Tenders.

21.1.1 In case the due date happens to be a holiday, the tenders shall be opened on the next working day at the same time and place.

21.1.2 Where for any unavoidable reasons, the tenders cannot be opened on the due date prescribed in the NIT, the date shall be extended by the Officer Inviting Tenders or an

PSTCL - Purchase Regulations

Officer deputed by him and such extended date shall be notified to all concerned. The tenders will only be opened on the extended date so notified.

- 21.1.3 In no case the due date for opening of tenders prescribed in the NIT shall be preponed.
- 21.1.4 The tenders shall be opened by the Officer/official inviting tenders or by an Officer deputed by him for this purpose in the presence of another officer along with an officer of Accounts Organization not below the rank of Accounts Officer. In case of Divisions, tenders shall be opened in the presence of a Sr. XEN, Sub Divisional Officer and Divisional Accountant.
The officers opening the Tender will append their dated signatures on the Tender Register and dated initials on the envelopes and on each page of the original & duplicate manual Tenders and on each cutting/correction/over-writings etc. observed in the Tenders as attestations thereof.
- 21.1.5 The salient particulars such as brief description/specifications of items, quantities, prices and delivery period offered in each Tender, shall be read out to the Tenderers/their authorized representative present at the time of opening of Tender enquiry.
- 21.1.6 The original Tender documents shall be handed over after opening the Tenders, to the officer/official deputed for processing the case and his acknowledgement recorded in the Tender Register. The second copy of Tender documents, duly signed, shall be retained in the safe custody of the official authorized by the concerned office not less than the rank of Supdt./Head Clerk (only in case of non e-tender).
- 21.1.7 Any cutting, overwriting etc on the tender documents including price bid shall 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 after encircling and signing it as a token of their understanding and consensus (only in case of non e-tender).

21.2 **The following procedure shall also be observed for e-Tenders:-**

- 21.2.1 The concerned office Superintendent/Head Clerk shall make a record of the EMD received in the register after recording particulars as well as confirmation of credit of the amount received on this account in the corporation's bank account.
- 21.2.2 Part-I of the tender shall be opened first and EMD particulars/ PEMD certificates of all the participating bidders be checked. Part-II of only those bidders shall be opened, who have uploaded the details of EMD/ PEMD certificates and these are found in accordance with the terms & conditions of NIT/ Tender specifications. (Verification of details of EMD/PEMD certificates should be made immediately after opening of Part-II of the tender).
- 21.2.3 After opening the tenders, the original print outs shall be handed over to the officer/Official deputed for processing the case and his acknowledgement is recorded in the Tender Register. The physical copies of the documents submitted by the bidders shall be verified by the purchasing agencies before putting up the proposal for approval of competent authority and shall be retained in the safe custody of the official authorized by the concerned office not less than the rank of Supdt/Head Clerk.

22 LATE TENDERS

Tender received after the due date and time fixed for opening of the tenders shall be rejected. These shall, however be entered in the register of tenders and the words "Tender not be considered due to delay in receipt" shall be written on the envelope.

23 REJECTION OF TENDER

The following type of Tenders shall be rejected:-

- 23.1 Tenders of firms/contractors who are blacklisted or with whom business dealings have been suspended or firms who are defaulter in making supplies as per regulation 15.1 (VIII).
- 23.2 Tender submitted by a person in direct/indirect service under the Government, PSPCL, PSTCL or Local Authority.
- 23.3 Tenders not accompanied by the requisite amount of earnest money as per Regulation 18.
- 23.4 Tenders not fulfilling and accepting the Technical specifications, Commercial terms etc.
- 23.5 In case the tenderers are asked to quote firm price in NIT and the contractor/firm quotes variable prices.
- 23.6 Conditional Tenders.
- 23.7 Quotations received by email/ fax will not be accepted except for proprietary items.

24 RE-INVITATION OF TENDERS

Tenders may be re-invited/Tender enquiry may be dropped by the Contracting/Purchasing Agency after obtaining approval of the competent authority* in the following events:

- 24.1 Any change necessitated in technical specification and/or Commercial terms subsequent to the opening of Tender Enquiry.
- 24.2 The total number of Tenders received is less than three even after extension of time for tendering for minimum two occasions. However, if in such a case where the chances for receiving additional bids are remote, then approval of next higher authority shall be obtained to further process the Tender enquiry on the basis of tenders/bids actually received. This condition of obtaining such approval shall not be applicable for cases falling in the competency of CPC/PC(General), who shall be themselves, competent to decide such cases.
- 24.3 Lack of suitable offers as per requirement of PSTCL specification.
- 24.4 Bids received are unjustifiably high/low.
- 24.5 Any other compelling reasons to be recorded in writing.

***Note:** The competent authority shall be Director In-charge in case of cases falling under the competency of BODs/WTDs and for cases falling under the competency of CPC/PC(General)//concerned officers, these authorities shall be self-competent.

25 PROCESSING OF TENDERS

- 25.1 The tenders which are found valid at the time of opening shall be studied and compared with the requirements of the Notice Inviting Tender/Tenders Specifications for assessing their suitability from technical, commercial and delivery angles (i.e. Part I, in case of non e-tender and Part-II in case of e-tender). Clarification regarding deviations, missing documents etc. shall be sought from the bidders, if required.
- 25.2 The price bids of only those bidders will be opened who are found to be technically and commercially eligible as per the NIT/Tender specification. Thereafter, the Reverse bidding process (for online tenders) shall start on e-tendering portal of PSTCL as per the procedure laid down in Clause No. 32 of Schedule-E of these Regulations.
- 25.3 After opening of price bid, a comparative statement shall be prepared by the Officer Inviting Tenders or an Officer deputed by him, showing the quoted and comparative prices on an equitable basis as per Notice Inviting Tender/Tenders Specifications.
- 25.4 The comparative statement so prepared shall contain the base price, breakup of the taxes, duties, Freight, Insurance, other cost etc as mentioned in the Price bid.
- 25.5 After applying for the tender & before opening of price bid, in case the rate of any statutory levy/tax/duty (only shown separately in the quotation) undergoes any change as per Government notification/circulars/order etc. and the same is intimated by the tenderer to the Officer Inviting Tenders or an officer deputed by him, such change shall be considered in preparation of comparative statement.
- 25.6 If the supplier has offered 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 during the pendency of the purchase order/contract agreement shall not be treated as statutory variation. Such statutory levy/tax/duty 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. Suitable clause to this effect must be invariably entered in the P.O.
- 25.7 For tenders having variable rates, the lowest rate of technically acceptable Tender shall be compared with the rate against previous Tender enquiry updated to the base rate of the instant Tender enquiry. In case the lowest acceptable equated rate is higher than the updated rate then the case should be thoroughly probed to ascertain that no pooling has been done and in such an event negotiations should be held with the lowest bidder, if felt necessary.

PSTCL - Purchase Regulations

25.8 The scrutiny of tender shall be done by officers/officials as mentioned below and comparative statements shall be prepared and signed by them before submitting the case for approval of competent authority:-

Sr. no.	Offices/Purchasing Agency	Action	Authority concerned
1.	TS (Design Office), SLDC, P&M	Prepared By	AE/AEE
		Checked By	Sr. XEN
		Pre-Audited By	Accounts Officer
2.	Corporate Office, IT	Prepared By	AE/AEE or equivalent
		Checked By	Sr. XEN or equivalent
		Pre-Audited By	Accounts Officer
3.	Circle Offices	Prepared By	AE/AEE
		Checked By	Sr. XEN
		Pre-Audited By	Accounts Officer
4.	Divisions	Prepared By	JE/AAE
		Checked By	AE/AEE
		Pre-Audited By	Divisional Accountant

25.9 The Comparative statement and proposals for acceptance of tender shall be as per guidelines, if any, approved by PSTCL from time to time.

25.10 The Comparative statement shall be checked by another officer/official of a rank higher than the officer/official who has prepared the comparative statement/proposal and countersigned by him in token of such checking. In case of CPC/PC (General), the comparative statements shall also be checked/pre-audited by an officer of Accounts Organization and duly signed by him as a token of check/pre-audit.

25.11 The proposals for acceptance of tenders shall be processed in noting sheets in single file system and each sheet should be signed by the concerned officers. Where the Competent Authority is a Committee, the file shall be seen/signed by the Members in circulation and case shall be decided in a meeting. In urgent cases decision may be taken in circulation after recording the reasons for such urgency.

25.12 Where Competent Authority happens to be the Board/Whole-time-Directors a detailed agenda relating to purchase proposals/purchase orders/contracts shall be submitted by the concerned EIC/CE/HOD. All such cases shall be scrutinized by the concerned Purchase Committee before putting up the same to the Board.

25.13 The Director In-charge is required to approve the Purchase Proposal and give his/her specific views/recommendations to be submitted to the committee of WTDs/BODs of PSTCL for consideration and decision.

25.14 Name of the manufactures/suppliers whose tenders were not considered shall be indicated in the purchase proposal.

26 ACCEPTANCE OF TENDERS

- 26.1 Acceptance of tenders shall be accorded by the competent authority in writing in noting sheets in the case file or in the minute's books, if the Competent Authority is the Board/ Whole Time Directors.
- 26.2 In emergent cases, the Competent Authority may authorize advance action to be taken by the concerned office in anticipation of receipt of formal decision.
- 26.3 In case of Standardized/Proprietary/Patent Items and registered firms, the rates shall be accepted subject to the submission of certificate by Supplier/Contract or stating that the rates quoted are/would be same as for all Govt. /Semi-Government Departments.
- 26.4 The Competent Authority may distribute the quantities to be procured on more than one firm at the FOR price not more than the FOR price quoted by L1 tenderer after recording reasons thereof. This counter offer shall only be exercised as per clause 28 of this section.
- 26.5 The lowest rates obtained against a Tender enquiry shall be counter-offered to other bidders for acceptance, as per decision of competent authority, with the condition that the rates for trial order should not be considered as counter offer rates.
- 26.6 In case, the L1 price bid is same for more than one tenderer and the NIT quantity can't be bifurcated then, the tender of the party with higher gross turnover of the three previous financial years shall be accepted.
- 26.7 WTDs may allow purchase of additional quantity upto 20% of the NIT quantity in emergent cases.

27 NEGOTIATIONS

Normally no negotiations affecting prices, Technical Specifications, Quantity, Commercial Terms, delivery period, price variation etc. of N.I.T./Specifications shall be held with the tenderers/bidders after opening of tenders except under specific orders of the Competent Authority, with reasons to be recorded thereof. The negotiations can only be held with L1 (Lowest tenderer/bidder).

28 AWARD CRITERIA:

The order should be placed on L-1 firms, otherwise order may be placed on as minimum number of firms as possible which fall in the zone of consideration as per clause 3.24. In no case, order shall be placed on firm falling outside the zone of consideration. However, when it is felt by the Purchasing agency that the L-1 firm cannot supply the total quantity in required time schedule or it is imprudent to depend on single L-1 bidder, it may distribute the quantities upto L-4 firms to whom counter offer is made at L-1 rates. The process of making counter offer to L-2, L-3 , L-4 firms at L-1 rates will be initiated and completed before issuance of letter of intent (LOI) to L-1 firm well within the validity of offer. In case firms at L-2, L-3 etc. refuse to accept quantities at counter rate of L-1 firm, then LOI shall be issued to L-1 firm for the quantities offered by it. The distribution of the quantities may be done as far as possible in the following manner:-

- a) When offer of L-1 position is only considered- 100%
- b) When offers upto L-2 position are considered- 70:30
- c) When offers upto L-3 position are considered- 50:30:20
- d) When offers upto L-4 position are considered- 50:25:15:10

PSTCL - Purchase Regulations

Note:

- (1) In case L-1 firm is New firm, the ordered quantity will be as per clause no.8.
- (2) In case, there are more than one firm at any price level in Merit position, then the sum total of quantities specified for that level together with the quantities available for allocation for successive levels (upto additional number at that position) as per award criteria, may be equally distributed. For example, if there are three firms quoting equal price at L-2 level, then total quantity specified for L-2, L-3 and L-4 may be equally distributed.

While placing order on more than one firm at counter rate of L-1 firm, the LOI as well as Purchase Order issued to L-1 firm must include the following clause:-

"PSTCL reserves the right to increase the ordered quantity at a later stage up to the quantity quoted by your firm."

29 AWARD OF ORDERS/ CONTRACTS

- 29.1 On receipt of decision of the Competent Authority, the Purchasing Agency shall convey to the Tenderers/bidders through a letter/fax or email, a brief description of the items accepted along with rates, quantities and special conditions, if any.
- 29.2 Thereafter, a detailed purchase order-cum-contract agreement shall be drafted giving all necessary details, terms and conditions governing the purchase order-cum-contract agreement as per the NIT/Tender Specification and offer of the firm.
- 29.3 Detailed Purchase Order-cum-contract agreement shall be got pre-audited from an officer of Accounts Organization not below the rank of Accounts Officer and by Divisional Accountant where PO has been placed by Division, prior to its issue to the firms.
- 29.4 The Purchase Order-cum-Contract agreement shall be issued under the signatures of Sr.Xen or equivalent officer on behalf of the competent authority.
- 29.5 Each Purchase Order-cum-Contract agreement shall be entered in a Register maintained by the Purchasing Agency and allotted a distinct code/ serial number before issue.
- 29.6 The detailed Purchase Order-cum-Contract agreement shall be sent by registered post acknowledgement due/e-mail/fax to the suppliers/contractors, including local suppliers/contractors.
- 29.7 Ordinarily, detailed order issued in accordance with agreed terms and conditions and accepted/acknowledgement by the firm shall itself form a valid contract along with all subsequent amendments, if any, and shall be constructed and operated as such in terms of the Indian Contract Act, 1872, as amended upto date. No separate contract agreement needs to be executed. In such cases the purchase order so issued will be termed "Purchase Order-cum-Contract Agreement".
- 29.8 In Case of order for supply, erection and/or commissioning of special types of equipment/plants where the items may require to be specially designed and manufactured/ handled, the performance of which being guaranteed by manufactures mostly on the basis of their own design, practice and experience, without Corporation being able to decisively depend upon ISS or other standard specifications, the successful Tenderer/bidder(s) shall be required to execute a contract agreement in

PSTCL - Purchase Regulations

the Performa attached as per Annexure-'I' of these regulations on a non-judicial stamp paper of appropriate value, within one month of the receipt of the detailed order. The Contract shall be made in duplicate, one copy will be retained by each party and shall be kept in safe custody in the office of Purchasing/Contracting agency and copies shall be furnished to other concerned officers as well.

Note:-

Procurement agencies will mention clearly on the face of Purchase order whether the supplier is registered under MSMED Act or not.

30 AMENDMENT OF PURCHASE ORDER/CONTRACTS

All amendments, before issuance, shall invariably be got pre-audited by the purchasing agency from an officer of the Accounts organization, not below the rank of Accounts Officer and by Divisional Accountant where PO has been placed by Division.

30.1 Amendments involving additional Financial Liability

30.1.1 The authority deciding the original tender enquiry may allow purchase of additional quantity upto 10% of the Purchase Order Quantity in emergent cases at tendered rates provided that the overall powers, after acceptance of enhanced quantity, does not exceed as per clause 12 of these regulations.

30.1.2 For other amendments involving additional financial commitment on account of price variation, increased taxes/statutory levies etc. due to extension in due date of delivery, provided the delay is genuine, the approval of authority, which originally decided the tender enquiry, shall be obtained.

30.1.3 Such cases shall invariably be got pre-audited from the concerned Accounts Officer. The proposal as well as orders for extension in delivery period shall be quantified and well-reasoned.

30.1.4 In case the order was placed with the approval of Board/WTDs, then the cases shall be approved by the Director/Technical & Director/F&C.

30.1.5 For amendments involving additional financial liability where overall power of the authority which decided the tender enquiry is exceeded, approval of next higher authority will be obtained.

30.1.6 In case there is a change in quantity then upto (+ or -) 2% of the quantity can be accepted by the purchasing agency without making any amendment in the P.O.

30.2 Amendments not involving any additional Financial Liability

Amendments to purchase Orders/Contracts not involving additional financial liability (as stated above) or variations in characteristics and quality laid down in the specifications/Purchase orders shall be made with the approval of following competent authorities :-

Sr. no.	Authority which accepted Original Tenders	Authority for approving amendments not involving additional financial liability
a)	BODs	Director concerned
b)	Whole-Time-Directors	Director concerned
c)	Central Purchase Committee, Purchase Committee (General)	Chief Engineer/HOD
d)	Chief Engineer/HOD concerned	Superintending Engineer/Deputy Chief Engineer or equivalent
e)	Deputy Chief Engineer/Superintending Engineer	Sr. Executive Engineers/Addl.SE or equivalent

PSTCL - Purchase Regulations

- 30.3 Dy. CE/Superintending Engineer or equivalent officer shall be competent to approve minor variations of technical nature and waive/relax inspection and testing requirements against submission of test certificates.
- 30.4 The proposal for extension of delivery period where the "Force Majeure" clause is proposed to be invoked in any amendment proposal, concurrence/advice of Finance section to the proposal should invariably be obtained. The proposal shall be approved by the authority, which originally decided the tender enquiry. However, if the competent authority is Board then the amendment proposal shall be approved by WTDs.

31 SECURITY DEPOSIT

The successful Tenderer shall be required to submit Security deposit for faithful execution of the purchase order/Contract of value exceeding Rs. 1,00,000/- at the rate of two percent (2%) of ordered value rounded off to a multiple of Rs. 10/- on the higher side. Tenderers exempted from EMD upto Rs. 5.0 Lacs will have to submit security deposit for Purchase Orders valued above 1.0 Lacs.

- 31.1 Ordinarily the Earnest money received against tenders shall be converted into Security Deposit. If the amount of earnest money received against tenders is more than the amount of Security Deposit required against the Purchase Order/contract, the balance shall be refunded within one month of the finalization of the tender enquiry and in case of shortfall, if any; the contractor/Supplier shall be required to deposit the additional amount online or in the shape of BG.
- 31.2 The tenderers having permanent earnest money deposit of 10 lacs (Rs. Ten lacs) with the Corporation and hence exempted from depositing Earnest Money with tender, shall also be required to submit security Deposit at 2% of ordered value in the form of Bank Guarantee/Demand Draft/RTGS within 30 days from the award of Purchase order/contract.
- 31.3 The following shall be exempted from depositing security against Purchase orders/contracts given to them:-
- a) Public Sector undertakings fully owned by the Punjab Govt./Central Govt./ Other State Govts. supplying material directly through units owned by them subject to the submission of documentary evidence of Govt. ownership. Exemption shall not be applicable, if the tender is submitted for supply of material through a private unit/manufacturer.
 - b) Sole Manufacturers/Suppliers of Proprietary items, firms supplying material at GeM portal rates.
- 31.4 On faithful execution of Purchase Order/Contracts in all respects, including warranty period, if any, Security Deposit of the Contractor/Supplier shall be released by the Contracting/Purchasing Agency. The refund of the security deposit shall be made within 30 days from the issue of security release order by the concerned purchasing agency.
- In the event of default on the part of the Contractor/Supplier in the faithful execution of Purchase Order/contract, his Security deposit shall be forfeited by an order of the contracting/Purchasing agency under intimation to the office of DGM/IT who shall get the same uploaded & displayed on website of PSTCL.

PSTCL - Purchase Regulations

In the case of Circle Office or Division office, the order for forfeiture of security deposit shall be issued by Superintending Engineer/Sr. Executive Engineers/ Divisional Officers provided they are Contracting/Purchasing Agency with an intimation to their Chief Engineer/Superintending Engineer who in turn shall intimate the same to o/o SE/IT for uploading & displaying the same on website of PSTCL.

The forfeiture of security deposit shall be without prejudice to any other rights arising or accruing to the Corporation under relevant provisions of the Purchase Order/Contract like liquidated damages or other damages, if any, for delay in delivery of purchase including suspension of business dealings with the firm/supplier for a specific period.

32 EXECUTIVE ORDERS/INSTRUCTIONS AND AMENDMENTS OF REGULATIONS

- 32.1 The regulations shall supersede all existing orders/instructions and rules in the matter of inviting, considering and accepting tenders provided however:
- 32.1.1 That in matters not specifically covered hereunder, the rules and standing orders/instructions relevant to the context shall continue to apply.
- 32.1.2 That all transactions entered into, in pursuance of the rules and standing orders/instructions of the Corporation in the matter herein so far, shall be valid and binding on the parties concerned.
- 32.2 The Board of Directors may from time to time waive off/relax/change or modify all or any of the provisions of these Regulations.

33 INTERPRETATION

- 33.1 If at any point of time, any query relating to the interpretation of these Regulations arises, it shall be referred to the Board of Directors, whose decision on the point shall be final.
- 33.2 **Save as otherwise provided for in these Regulations, the provisions of PSEB Regulations of Conduct of Business, 1980, (amended from time to time) shall be in addition to and not in derogation of these regulations.**

Punjab State Transmission Corporation Limited
Patiala

SCHEDULE-"A" --CENTRALLY PURCHASED ITEMS

(Refer to Regulation-4)

LIST OF CENTRALLY PURCHASED ITEMS

1. A.C.S.R. conductor and special conductors (HTLS etc.) of all sizes.
2. Accessories for ACSR conductor and special conductors of all sizes.
3. Galvanized Steel Wire/HTGS wire/OPGW wire and their accessories/fittings.
4. Galvanized Steel Barbed Wire.
5. Series and Shunt Capacitors.
6. PVC/XLPE/Control Cables and their accessories/fittings.
7. G.I. Bolts and Nuts & washers
8. D.C. Battery and Charger of all ratings/voltage.
9. Energy Meters and Metering equipment.
10. Transformers including CTs, PTs, CVTs and other transformers equipments.
11. Transformer oil.
12. Cement and steel.
13. Lightning Arrestors.
14. Isolators of all ratings including earth switches.
15. Control and Relay panels of all types/ratings and any other protection related equipment/material.
16. Insulators of all types and ratings.
17. Transmission Line Towers, structures and their accessories
18. Communication system related equipment/material including OPGW for capital works other than O&M.
19. Fire fighting /Hydrant systems.
20. Automation systems.

SCHEDULE –"B"--NOTICE INVITING TENDER

(Refer to Regulation-15)

Information to be contained in detailed Notice Inviting Tenders (NIT) to be incorporated in Tender documents,

- a. Brief description and schedule of quantities of material/equipment to be supplied or service to be rendered and references to relevant Indian or International standard.
- b. Phased delivery schedule as desired.
- c. The assistance, tools and plants or material, if any to be provided by the PSTCL and the terms and conditions of such supply.
- d. The basis on which prices shall be quoted and whether comparison shall be made item-wise or for the whole Tender.
- e. Telephonic tenders shall not be considered.
- f. The amount and form of Earnest Money required to be deposited by Tenderers indicating clearly the exemptions/relaxations available to different categories of Tenders.

Earnest Money shall be submitted online (if applicable) or in separate sealed envelope on which the words Earnest Money, for Tenders against NIT, Specification No.----- due for opening on ----- shall be clearly written.

(The Corporation's Bank account details for online receipt of earnest money shall also be given in NIT.)

The date and the timings when the detailed tender shall be available online shall be mentioned in the NIT.

The name and address of the office inviting Tenders and the dates and time upto which the Tenders shall be received and the date, time and place where the Tenders shall be opened.

- g. Whether any sample is required to be submitted alongwith the Tender or any proto type equipment is required to be supplied in advance for checking performance, wherever applicable.
- h. Number of copies/sets of Tenders required to be submitted (at least duplicate in case of manual Tenders).

The Tenders shall be submitted in double sealed envelopes and the words "Tenders against NIT/Specification No. -----due for opening on -----" shall be clearly written on both inner and outer cover.

In the case of non e-tender, the name and address of the office inviting tenders and the dates and timings between which blank tendering forms (wherever prescribed) specification, drawings, models schedules of quantities and rates for various descriptions of works Supplies/Contract forms and other documents can be seen/obtained.

PSTCL - Purchase Regulations

- i. The period upto which the Tenders must keep their offers valid for acceptance.
- A stipulation be made in the Tender notice that conditional tenders will not be accepted.
 - It shall be mentioned in the Tender notice that quantity mentioned in it may be ordered on more than one supplier.
 - It shall be provided in the NIT/specification that for bought out assembly/units, detailed drawings, part member, detailed specifications, and name of vendors will be furnished by the tenderer.

Tender notices must invariably incorporate a specific clause in a conspicuous manner that negotiations, if required, shall not be held except with the lowest Tenderer. However in line with the Regulation no. 28 of the main regulations, counter offer may be made to bidders upto L-4 per procedure given there under.

INFORMATION TO BE CONTAINED IN TENDER SPECIFICATION WHEN-EVER SEPARATELY ISSUED

- a) Complete description and specifications (unless reference can be made to some standard specification) of equipment/material and services required including testing requirements, if any, and complete sets or drawings showing general dimensions of equipment/material wherever necessary.
- b) General terms and condition for tenders and other Preference, including order preference to be given to any class of tenderers/Products.
- c) The estimated cost of material to be purchased should not be given in the NIT and only quantity to be purchased shall be indicated.
- d) Any other special information relevant to the particular case that may be useful in preparing a complete and comprehensive tender.

SCHEDULE-"C" – VENDOR DEVELOPMENT POLICY

(Refer to Regulation-7)

1. Objective of the Policy:

The Punjab State Transmission Corporation Limited (hereinafter call 'the Corporation') has been facing delay in delivery of equipment from most of the suppliers for various reasons which have affected the progress of transmission works. Thus, there is a dire need to widen the supplier base to deal with such problems. With a view to develop and promote new vendors for getting faster deliveries of equipment/materials at competitive rates, it is considered necessary to give opportunity to the manufacturers of the equipment/material by way of relaxation criteria of qualifying operating experience. The relaxation of qualifying criteria shall only be limited to operating experience of the new vendors without diluting the technical specifications and standards, which will be applicable to all suppliers. This Vendors Development Policy has been framed by the Corporation to encourage new vendors to participate in the tenders of the Corporation with due safeguard of the interest of the Corporation.

2. Applicability:

The policy is applicable to only those vendors who have complete manufacturing and testing capacity and should have at least one order in hand of the product but do not have adequate operating experience of product to meet regular tender requirements. The vendor should meet the technical specifications of the Corporation.

3. Policy:

- i) PSTCL shall float open tender in leading newspapers for procurement of certain percentage of materials under this policy. The quantum of procurement shall be 10% and 20% of the total requirement of Transformers and other materials respectively to be determined on an annual basis. However, the procurement quantity can be varied with the prior approval of CMD.

Note:-

Tender under VDP be floated if any new vendor shows interest or request for the same.

- ii) The materials to be procured under this Policy shall meet the technical requirements of specified drawings, guaranteed technical particulars and also should have passed type test as per tender specifications at third party NABL approved laboratories.

PSTCL - Purchase Regulations

- iii) In case of Power Transformers of all the ratings, the Vendors shall have minimum cumulative annual turnover of Rs 150 crore for the last three financial years. For other equipment, the same will be decided by the CE/TS depending upon the value of equipment.
- iv) Works appraisal through factory inspection for assessing the capability and capacity of new vendors shall be carried out by the Corporation before opening of their price bids. New Vendors shall be required to deposit Rs.50,000/- (for outside Punjab based firms) Rs.25,000/- (for within Punjab based firms) towards works appraisal fee which is non-refundable.
- v) All other terms including payment terms will be as per existing Purchase Regulations for normal procurement but before release of first payment, the firm shall be required to submit an additional B.G. of 100% of the value of the Contract, which shall be kept valid upto the warranty period of the contract.
- vi) The Bank Guarantee to be issued by the Vendor shall be as per format prescribed by the purchasing agency and shall be encashable in Patiala Branch of the issuing Bank. Suitable endorsements on the Bank Guarantee shall be got incorporated in the Bank Guarantee by the Vendor.
- vii) Separate tender will be floated under vendor development policy. The rates received against the open tender enquiries under this Policy shall have no effect/implication of any kind whatsoever on the rates received against regular tender enquiries of the similar equipment. However, the rate offered under this policy shall not be more than the rates decided for procurement of corresponding normal procurement after factoring in price variation if any, for the respective equipment.
- viii) PSTCL shall install and commission the equipment procured under this policy on priority basis so as to minimize the time gap between the supply and its commissioning.
- ix) PSTCL shall install and commission the equipment/materials procured under the Vendor Development Policy at its own cost. In case the Vendor wants the installation in the presence of its representative, it may do so. All costs incurred for deputing the representative for the aforesaid assignment will be entirely of the Vendor.
- (x) Such new vendors who have supplied material under Vendor Development Policy and performance of their equipment is found satisfactory for at least 12 months period from the date of commissioning, as on the date of opening of tender, shall be eligible to participate in the regular tender enquires and qualifying criteria shall be relaxed for them to the extent of:-

PSTCL - Purchase Regulations

- i) furnishing performance certificates of similar equipment from other power corporations/power nigrams/power utilities.
- ii) Financial Criteria if any, however the ordered quantity, in case should be restricted to 30% of NIT quantity (as in case of new firm) or the sale of similar equipment in any one financial year in last 3 years whichever is more.
- xi) Bidders who qualify in normal tender enquiries shall not be eligible for participation in tender enquiries under Vendor Development Policy.
- xii) Bidder who once gets order under Vendor Development Policy for any equipment shall not be eligible for participation in subsequent tender enquiries under Vendor Development Policy for the said equipment.

SCHEDULE- "D"-- TENDER NOTICE

(Refer to Regulation-15)

Punjab State Transmission Corporation Limited

Office of.....

Phone no....., Fax no.....

Mob:.....e-mail.....

E-tendering page.....

Sealed/Online tenders are invited in.....copies 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

- For detailed NIT & Tender specification, please refer to _____ (address of e-Tendering website of PSTCL)/ 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

(OFFICER INVITING TENDER)

Schedule "E"

(Refer to Regulation No. 16)

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.

PSTCL - Purchase Regulations

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 ----- (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 ----- (Purchaser), upto----- (the date and time specified in the NIT/Tender Specifications) and shall be opened----- (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 --- ----- and -----hours 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:

- 5.1 The unit rates shall be quoted F.O.R destination at any Railway Station in Punjab/PSTCL Railway siding, wherever existing or at the stores of PSTCL through road transportation, which will be treated at par with F.O.R. destination. 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.
- 5.2 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

PSTCL - Purchase Regulations

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.

5.3 **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 pendency 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.

5.4 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

PSTCL - Purchase Regulations

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.

PSTCL - Purchase Regulations

- 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

PSTCL - Purchase Regulations

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,

PSTCL - Purchase Regulations

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

14.1 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. |

14.2 The following shall be exempted from depositing Earnest Money:-

14.2.1 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.

14.2.2 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.

14.2.3 Sole Manufactures/Suppliers of Proprietary items, Standardized firms.

14.2.4 Suppliers covered under MSMED Act, 2006.

14.2.5 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.

14.2.6 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:-

PSTCL - Purchase Regulations

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

- 14.3 Earnest Money shall be forfeited in case of withdrawal/modification of an offer within the validity period, as required in the NIT/Tender Specification after opening of tender.
- 14.4 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.
- 14.5 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.
- 14.6 In case of tender not accepted, the Earnest Money shall be refunded within 30 days thereafter.
- 14.7 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.
- 14.8 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.

16.1 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_____

16.2 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.

16.3 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.

16.4 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.

16.5 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.

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

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

17. Insurance

- 17.1 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.
- 17.2 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.
- 17.3 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.
- 17.4 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.
- 17.5 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 not

PSTCL - Purchase Regulations

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 affected 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

PSTCL - Purchase Regulations

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 10days' 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 penalty as 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

PSTCL - Purchase Regulations

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 _____ 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.

PSTCL - Purchase Regulations

- 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

- 31.1 The Railway receipt/Goods Receipt and invoice etc. to be sent to the authorities as specified in the Purchase Order.
- 31.2 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.
- 31.3 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:

- 32.1 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.
- 32.2 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.
- 32.3 Eligible Bidders shall be required to submit their acceptance to the stipulated terms and conditions before participating in the R.A.
- 32.4 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.
- 32.5 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.
- 32.6 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)

PSTCL - Purchase Regulations

- 32.7 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.
- 32.8 **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.
- 32.8.1 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.
- 32.8.2 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.
- 32.9 (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

PSTCL - Purchase Regulations

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.

SCHEDULE – "F"-- REGISTER OF TENDER RECEIVED

(Refer to Regulation-20 & 21)

Register of Tender received

Enquiry No.....for the purchase of (item).....due on
.....and opened on.....

Sr. No.	Name of the Tenderer	No of Covers	Details of Earnest Money Deposit Amount/ Mode of Deposit	Validity	Particulars of delivery, items and quoted rate etc.	Signature of Tenderers or their representatives	Remarks
1	2	3	4	5	6	7	8

ANNEXURE-"I" -- CONTRACT AGREEMENT FORM

(Refer to Regulation-29)

CONTRACT AGREEMENT FORM

(To be entered on a Non-Judicial Stamped Paper of Rs.....only)

This contract agreement made this.....day ofin the year.....between the Punjab State Transmission Corporation hereinafter called 'Purchaser' and M/s.....having their Regd. Office at..... hereinafter called 'Contractor' for the supply and delivery/construction ofin 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 the supply and delivery/Construction of.....as per Purchase/Work Order No.....

In view of the forgoing, the Purchaser and the Contractor have agreed to the scope of work and the terms and condition of the order settled between them.

The NIT/Tender specification, the Contractor's proposal and related correspondence and the Purchase Order acknowledged/accepted by the contractor form part of this agreement.

This agreement contains.....pages.

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

CONTRACTOR

PURCHASER

ANNEXURE-"II"-- UNDERTAKING FORM

(Refer to Regulation- 29 (c) of Schedule "E")

UNDERTAKING FORM

(To be entered on a Non-Judicial Stamped Paper of Rs.....only)

I/We-----on behalf of M/s-----state that our works are situated in the State of Punjab and we claim "order Preference" as stipulated in the P.S.T.C.L Tender Enquiry No.-----opened on ----- against which we have submitted our offer dated ----- . We undertake to execute the order/contract upto a maximum of -----nos. /quantity if placed/awarded on/to us even by counter offer at the rates worked out by Punjab State 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 (in full or in part) placed/awarded on/to 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/ PEMD 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 dealings/blacklist with/my/our 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-"III"—SELF-APPRAISAL/WORKS APPRAISAL PERFORMA

(Refer to Regulation-8)

Performa for eliciting information for appraisal of firm's capability and capacity to manufacture item(s) equipment as per requirements of PSTCL tender .

1. A) Name of the Tendering Firm:
 - i. Complete Address of the office:
 - ii. Telegraphic Address
 - iii. Telephone Number
 - iv. E-mail
 - v. Fax Number
- B) Name of the Two Responsible Persons:
 - i. Officer with Designation (Managing Director/Partner/Chief Engineer/ Works Engineer etc.) alongwith their address, Income Tax Permanent Account No.
 - ii. Day on which weekly holiday is observed in the office
- C) Complete Address Of The Works:
 - i) Telephone Number
 - ii) E-mail & Fax No.
 - iii) Name of the two Responsible Persons with Designation (Managing Director/Partner/Chief Engineer/Works Engineer etc.)
 - iv) Day on which weekly holiday is observed
- D) Name, address & telephone no. of two reference having facilities of p&t telephone

i) Name	I) Name
ii) Address	ii) Address
iii) Telephone No.	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
4. Financial Position
 - i) Land (Area & Value)
 - ii) Building(Cover & Value)
 - iii) Plant & Machinery
 - iv) Total Drawing Limit from Bank
 - v) Annual Financial Turn Over (duly
Audited for the last three years)
 - vi) Latest Income Tax Clearance Certificates
5. Man Power
 - i) Graduate Engineer(s)
 - ii) Diploma Holders
 - iii) Skilled Workers
 - iv) Unskilled works
6. Production assessment:
 - i) Detail of Plant & machinery installed
(Please attach separate sheet, if necessary)
 - ii) Detail of Raw Material

PSTCL - Purchase Regulations

- 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 exercised in procurement of raw 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 exercised.
8. Details of testing facilities available with the firm (Information may be supplied in the enclosed performa)
9. Detail of order executed/ under execution during the last three years
 - a. With PSTCL
 - b. Other State Electricity Boards/State Govt./Govt. of India and their institutions/undertakings
 - c. Other important customers.
10. a) Whether the items are on Punjab Govt./Central Govt. approved rate contracts (attach copies of rate contract) or available on GeM portal.
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 be attached)
c) Whether items offered conform to ISS or any other internationally recognized standards, if so give reference
- 11 (a) Manufacturing capacity of the firm per month (in MT)
(b) Current commitments / order booking of the firm with other SEBs/ State utilities / Pvt. Concerns (in MT)
(c) Spare monthly capacity available for the instant Tender Enquiry of PSTCL (in MT)

Signature of authorized
Signatory of the firm with stamp

- Note:**
- 1. Please attach additional sheets bearing Authorized signatory's signatures & stamp where required.
 - 2. Copies of documents attached / uploaded with the Performa should be attested by firm's 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.

ANNEXURE - "IV"—NOTICE INVITING TENDER THROUGH PRESS

(Refer to Regulation-15)

Office Of _____ (Purchasing Agency)

Tender Notice for _____ (Item)

Tender enquiry no. _____

Quantity _____

Scope of Work: _____

Last Date & time for:

- (a) Starting date of downloading tender documents _____
- (b) Last date of downloading tender documents _____
- (c) Last date and time for bid submission _____
- (d) Date and time for opening of tenders _____

Detailed NIT may be downloaded from PSTCL's website.

NOTE: Present PSTCL website address is www.pstcl.org

For e-tendering: eproc.punjab.gov.in.nicgep/app

Corrigendum, if any, will not be published in Newspapers. As such, above websites may be visited regularly for updates.

(Purchasing Agency)

