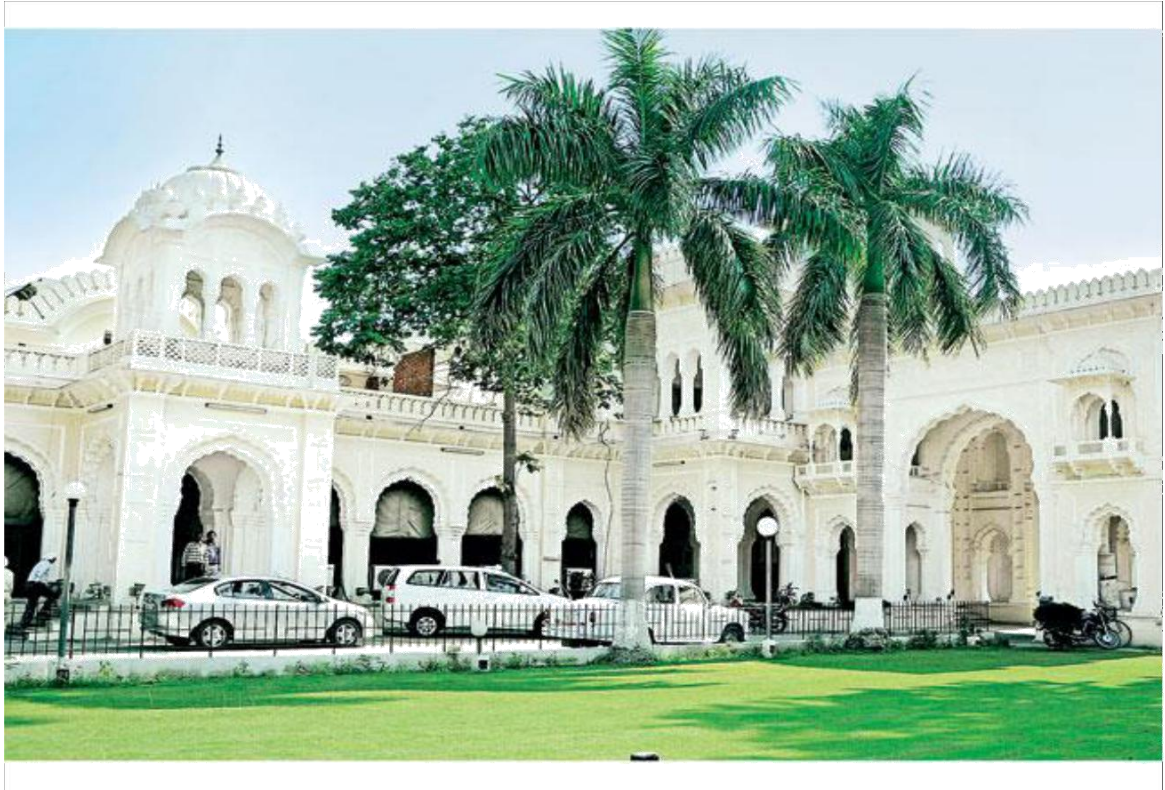


PURCHASE REGULATION, 2017  
(w.e.f. 10.08.2017)  
Updated upto 12.03.2019.



**PUNJAB STATE POWER CORPORATION LIMITED**

**PATIALA**

**2017**

**PUNJAB STATE POWER CORPORATION LIMITED**

Purchase Regulation, 2017



(Revised Edition w.e.f. 10.08.2017)

Modified / Updated by:

CHIEF ENGINEER  
(MATERIAL MANAGEMENT)

PUNJAB STATE POWER CORPORATION LIMITED

PATIALA

2017

## INDEX

<b>Regulation No.</b>	<b>Particulars</b>	<b>Page No.</b>
1	Short Title and commencement	2
2	Scope and application	2
3	Definitions	2-4
4	Classifications	4-5
5	Registration of Suppliers	5-6
6	Procurement System	6-7
7	Competent Authorities	7-8
8	Delegation of Powers	8
9	Black Listing of Firms	9
10	Invitation of Tenders	9-10
11	General Terms and Conditions	10-11
12	Earnest Money Deposit (EMD) for Tenders	11-12
13	Submission of Tenders	12-14
14	Receipt of Tenders and extension of time	14
15	Opening of Tenders	14-15
16	Late Tenders	15
17	Rejection of Tenders	15
18	Re-Invitation of Tenders/Dropping of Tender Enquiry	15-16
19	Processing of Tenders	16-17
20	Finalization of Tenders	17
21	Negotiations	17
22	Award of Orders/Contracts	17-18
23	Amendment of Purchase Orders/Contracts	18-19
24	Security Deposit	19-20
25	Executive Orders/Instructions and amendments of Regulations	20
26	Interpretation	20

<b>Schedule/ Annexures</b>	<b>Particulars</b>	<b>Page No.</b>
A	List of Centrally Purchase Items for Distribution System	21
B	Information to be contained in Notice Inviting Tenders (NIT)	22
C	Information to be contained in Tender Specification whenever separately issued.	23
D	Tender Notice	24
E	General Instructions to be observed by Tenders	25-40
F	Register of Tenders received.	41
	<b>Annexures</b>	
I	Contract Agreement Form	42
II	Undertaking Form.	43

**PUNJAB STATE POWER CORPORATION LTD.**  
**(Office Order No. 190/CE/MM Dated 09.08.2017)**

In exercise of the Powers conferred by Section 131,132, 133 and other enabling provisions of The Electricity Act, 2003 , the Punjab State Power Corporation Ltd. hereby makes the following regulations for the procedure to be followed in inviting, considering and accepting tenders for purchases :-

**1. SHORT TITLE AND COMMENCEMENT**

These regulations shall be called the, “Punjab State Power Corporation Limited Purchase Regulation, 2017”

These regulations shall come into force with effect from 10.08.2017.

**2. SCOPE AND APPLICATION**

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

- (i) Material including office furniture, stationery, medicines, vehicles, liveries& IT related items.
- (ii) Machinery, Equipment and spares including special tools & plants.
- (iii) Services.

**3. DEFINITIONS**

- (i) “**Act**” means The Electricity Act, 2003 (Act No. 36 of 2003, dated 2.6.2003) and shall include any statutory amendment. Modification or reenactment thereof for the time being in force.
- (ii) “**PSPCL**” means the Punjab State Power Corp. Ltd. formed and registered under Companies Act,1956 (1 of 1956).
- (iii) “**Purchase Organisation**” means CPC (MM), CPC (Metering), PWC (APDRP), CPC (Stores & Workshop), PPC (Substation), PPC (Transmission), CPC (IT), PPC (Thermal), PPC (Hydel) and any other committee assigned by the PSPCL to procure centrally purchased items to be borne on stock as per Schedule ‘A’.
- (iv) “**Centrally Purchased items**” means items covered under Schedule “A” of these regulations.
- v) “**CMD**” means **Chairman-cum-Managing Director of PSPCL** duly appointed by Government of Punjab pursuant to the provisions of Companies Act. And Articles of Association.
- vi) “**Competent Authority**” means Board of Directors (BoDs) or the committee of Whole Time Directors (WTDs) or a Committee appointed by PSPCL or an officer authorized by PSPCL to exercise the powers for acceptance of tenders for purchase of material, equipment and services as per PSPCL’s Delegation of Powers in force from time to time.

- (vii) **“Contracting” Agency/Purchasing Agency**” means officer of PSPCL who invites tenders and/or issues purchase orders for the procurement of material, equipment and services.
- (viii) **“Contractor”** means any person, syndicate, company or firm which has entered into contract with PSPCL and shall include his/his heirs, legal representatives or assigns.
- (ix) **“Design Organization”** means agencies under various Engineers-in-Chief/ Chief Engineers assigned the work of procurement of items as detailed in clause 4 of this regulation.
- (x) **“D.G.S. & D.”** means Director General of Supplies and Disposals, Government of India.
- (xi) **“Field Officers”** include General Managers, Engineers-in-Chief/Chief Engineers/Dy. Chief Engineers/ Superintending Engineers/ Addl. Superintending Engineers/Senior Executive Engineers/Assistant Executive Engineers/Assistant Engineers and field subordinates to whom purchase powers have been delegated by Board from time to time.
- (xii) **“Government”** means Government of Punjab.
- (xiii) **“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.
- (xiv) **“Directors”** means **Directors** of PSPCL duly appointed by Government of Punjab pursuant to the provisions of Companies Act. and Articles of Association.
- (xv) **“Minutes”** means the proceedings of the meetings in respect of the meeting of the members, Board or any Committee constituted by competent authority.
- (xvi) **“New Firm”** means any firm that has not supplied tendered/equivalent material to PSPCL/ other State Utilities. The firm having supplied tendered/ equivalent material to other 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 such firms shall be carried out.
- (xvii) **“Proprietary items/services”** means items/ services of proprietary nature manufactured/ being provided 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.
- (xviii) **“Rate Contract”** means Rate Contract entered into by the Director General of Supplies and Disposals/PSPCL/ Punjab Government with the manufacturers of suppliers for supply of specific material or equipment.
- (xix) **“Registered suppliers’** means suppliers registered with the various Heads of Departments of PSPCL.
- (xx) **“Company Secretary”** means Company Secretary as defined under Section 2(24) of companies Act. 2013.
- (xxi) **“Secretariat”** means registered office of PSPCL.
- (xxii) **“Services”** means any consultancy, supervision, turn-key job, etc. relating to purchases and matter connected there with. It will also include hiring of consultancy services for General purchases

- (xxiii) **“Standardized firm”** means supplier/manufacturer so approved by the Board of Directors for supply of different items directly or through their sole authorized dealers from time to time.
- (xxiv) **“Whole-time-Directors”** means Directors appointed as such by Govt. of Punjab pursuant to provisions of Companies Act and Articles of Association.
- (xxv) **“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 decided to be procured, then the zone of consideration shall extend upto 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.
- (xxvi) **‘Board’** means Board of Directors of PSPCL.

#### 4. CLASSIFICATION

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

##### I THERMAL PROJECTS/THERMAL POWER PLANTS

(a) Design Organizations	All major items required for Thermal Generation & their Transportation, Tools & Plants as per design /Plan, Services & other required items except those included in Schedule A, which shall be procured by MM Organization and for this annual requirement shall be intimated well in advance to MM Organization.
(b) Field Offices	All other items for construction and all items for operation of the Power Plants, including Tools & Plants (T&P), spares, instruments etc.

##### II HYDEL PROJECTS / HYDRO POWER PLANT

(a) Design Organisation	All major items required for Hydel Generation & their Transportation, Tools & Plants as per design /Plan, Services & other required items except those included in Schedule A, which shall be procured by MM Organization and for this annual requirement shall be intimated well in advance to MM Organization.
(b) Field Offices	All other items for construction and all items for operation of the Power plants, spares, instruments etc.

##### III TRANSMISSION PROJECTS/SYSTEMS

(a) Design Organisation	All major items including Special Tools & Plants as per design / plan except those included in Schedule A, which shall be procured by MM Organization and for this annual requirement shall be intimated well in advance to MM Organization.
b) Field Offices	All other items for Construction and Operation including Tools & Plants, Spares, Instruments etc.

#### IV DISTRIBUTION SYSTEMS / PROJECTS

(a)Purchase Organisation	All Centrally purchased items to be borne on stock as per Schedule 'A'.
(b) Field Offices	All other items for construction and operation including Tools & Plants, Spares, Instruments etc.

#### V GENERAL

Secretariat Printing, Stationery, Uniforms, Medicines, Hospital Equipment, Secretariat Furniture and Fixtures, Electrical equipment, Vehicles etc..
---

#### 5. REGISTRATION OF SUPPLIERS

- (i) PSPCL may enter into “Rate Contract” with manufacturers of different equipment/material for supply to PSPCL from time to time.
- (ii) PSPCL may after due evaluation, standardize/approve Manufacturers/Suppliers of different equipment/material of standard quality and technical specifications, for inviting limited tenders.
- (iii) For other items (not borne on Rate Contract or (standardized), suppliers may be registered with different offices of the PSPCL for inviting limited tenders.
- (iv) Standardization shall be made for the items that are of critical nature, required at a short notice, needed frequently and shall at least comprising of three firms for each ratings and for a period of three years. The firm having international quality/standard specification like ISO/9000 Series will be deemed as standardized.
- (v) List of suppliers to be standardized would be scrutinized and recommended by the Committee (consisting of quality control material management and finance representatives) from the angle of quality, rating, delivery price & performance.
- (vi) Firms will be standardized with the approval of Director In-charge & CMD on the recommendations of Committee.
- (vii) 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.
- (viii) Orders up to 30% of total approved quantity can be placed amongst new firms to develop new sources of supply and to encourage competition.
- (ix) (a) The new firms who have submitted their tenders against open tenders shall get their works inspected/ appraised from techno economic angle prior to the opening of their price bid  
  
(b) If a firm has been manufacturing similar items and has proven experience, it may not be considered as a new firm. Any firm that has supplied similar material to other State Utilities would be treated as old firm for the sake of distribution of quantities on submission of satisfactory performance certificate but if that firm is new to PSPCL, works appraisal shall be done carried out. If the works appraisal of the firm fails, that firm shall not be considered for the opening of its price bid.  
  
(c) If a firm has been blacklisted/ business dealings has been suspended for a certain period of time by PSPCL, then, after the expiry of this period of blacklisting/ suspended dealings, the firms shall get its works



inspected/appraised from techno-economic angle prior to the opening of its price bid. However, no cognizance of blacklisting by other Govt. utilities shall be taken for the purpose of works appraisal and processing of tender.

**Note:** If a firm fails in the works appraisal then that firm should not be considered during the course of technical evaluation and price bid of the firm should not be opened.

EXPLANATION :

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 one/two years.

## **6. PROCUREMENT SYSTEM**

### **(i) OPEN TENDER**

(a) “For all items valued at Rs. **5.0 lac or above** and not borne on PSPCL rate contract, tenders shall be invited through publicity, in the news-papers/journals allowing normally a period of four weeks from the date of first publication for submission/uploading of tenders on the website of the company. In urgent cases **this** period may be reduced to two weeks.”

### **(ii) RATE CONTRACT**

(a) Items borne on PSPCL rate contract shall be purchased from the Suppliers against valid rate contract.

(b) Items borne on rate contract of Director General of the Supplies and Disposal/Punjab Government may be purchased from the Suppliers on valid rate contract terms provided that such items may also be purchased under other procedures prescribed herein, in respect of items included in Schedule 'A' only

### **(iii) LIMITED TENDERS**

(a) For all items valuing less than Rs.5.0 lacs (each), tenders may be invited from registered/ known/ existing firms/ contractors, through letters sent by registered post ‘acknowledgement due’/speed post/ courier/email giving a minimum period of 15 days from the date of issue of such letters for submission of tenders. In exceptional cases the period can be reduced as considered necessary by the purchasing authority.

(b) For items for which Manufacturers/Suppliers have been standardized/ approved, tenders shall be invited from such Manufacturers/Suppliers only, irrespective of the tender value.

(c) Insurance through Insurance Regulatory & Development Authority (IRDA) Approved Insurance Companies.

(d) For items where only a identified number of manufacturers or suppliers are there, the tenders shall be invited from such manufacturers or suppliers only, irrespective of the amount.

(e) For open and limited tenders valued at equal to or more than 5 lacs, the tenders shall be invited through e-tendering and manual tenders will not be acceptable. For tenders valuing less than 5 lacs, the tenders can be invited either through e-tendering or manually.

### **(iv) SINGLE TENDERS**

For the following items single tenders shall be invited directly from the concerned manufacturers/Suppliers :

(a) Items/ services of Proprietary nature.

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

(b) Patents and special items to which Tender System cannot be applied with advantage to PSPCL by recording reasons thereof.

(c) Shifted under 6(iii)

#### **(v) 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/ Central Purchase Committee/Project Purchase Committee / Purchase Committee (General)/ HOD/ Engineer-In-Chief// Chief Engineer with specific delegation of powers upto 50% of the 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 Central Purchase Committee (General), Prior Permission of the Director-In-charge shall be required.

#### **(vi) CASH PURCHASES**

(a) In urgent cases items valuing upto Rs. 20000/-(each) may be authorized to be purchased by Addl. SE/Sr. Executive Engineer/Deputy Secretary / Dy.CAO against each cash payment after assessing reasonability of rates from the market on the basis of at least three quotations in writing, subject to annual limits as specified in relevant clauses of DoP.

(b) Items valuing upto Rs.10000/-(each) may be purchased against each cash purchase after conducting oral enquiries in the market, subject to annual limits as specified in relevant clauses of DoP.

#### **(vii) SPECIAL PROCEDURES**

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

### **7 COMPETENT AUTHORITIES**

The following authorities shall be competent to accept/decide the Tenders to the extent of powers delegated to them by the Board from time to time:

#### **(a) Whole-Time-Directors(WTDs)**

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

#### **(b) Central Purchase Committees**

- (i) The Committee comprising of EIC/ CE/MM, FA-cum-CAO/FA/ CAO/ Cost Controller and Chief Purchase Officer as Member/Convener for procurement of Centrally Purchased items-except IT related items, meters & metering equipment and workshop items.
- (ii) The committee comprising of EIC/CE/Metering, FA-cum CAO/FA/CAO/Cost Controller and Dy. CE/ SE/Metering as Member/Convener for the purchase of meters and metering equipment.

- (iii) The Committee comprising of EIC/Chief Engineer/ Stores & Workshops, FA–cum-CAO and Dy.CE/SE/TRW, (concerned Dy. CE/SE) as Member/Convener for the purchase of workshop items.
- (iv) The Committee comprising of EIC/CE(IT), FA/ CAO/Cost Controller and Dy.CE/SE (IT) as Member/Convener for the Purchase of IT related items.

**(c) Project Purchase Committee (P.P.C)**

The committee comprising of GM/EIC/ CE, FA-cum-CAO/Deputy Chief Accounts Officer concerned and concerned Dy. CE/SE. as Member/Convener.

However the FA/ CAO/ Cost Controller shall be a member of the Project Purchase Committee for TS Organization.

**d) Purchase Committee ( General)**

The committee comprising of EIC/CE/HR, Deputy Chief Accounts Officer to be nominated by Director/Finance and the Deputy Secretary/General as the Member/Convener.

**Note:** The Senior Medical Officer shall be additional Member of this Committee in respect of medicines and hospital apparatus required for the dispensaries of PSPCL.

**(e) Officers of PSPCL**

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

**8. DELEGATION OF POWERS**

Delegation of Powers for accepting open Tenders limited Tenders and single Tenders by the various committees constituted by the PSPCL shall be as under:-

Delegation of Powers

<u>Competent Authority</u>	<u>Open Tenders</u>	<u>Limited Tenders</u>	<u>Single Tenders</u>
(a) Board of Directors	Full Powers	Full Powers	Full Powers
(b) Whole Time Directors	Full Powers	Full Powers	Full powers
(c) Central Purchase Committees /Project Purchase committees.	Rs 4 Crore	Rs 2 Crore	Rs 1 Crore
(d) Purchase committee (General)	Rs 1 Crore	Rs 40 lacs	Rs20 lacs
(e) Officers of the Board	In accordance with the powers delegated to them by the Board of Directors from time to time		

Note:

- (i)These powers are subject to relevant rules and regulations of the PSPCL.
- (ii)Purchases are subject to availability of funds.
- (iii)The Director In-charge is 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.
- (iv)Competency to accept the Tenders will be determined with reference to NIT quantity/value.

(v) Prices will include Taxes, duties & other allied costs for purpose of determining the competency to affect purchase.

## **9. BLACK LISTING OF FIRMS**

The authority next higher to the competent authority as per Clause 8 above, shall decide the question of blacklisting any firm or debarring any firm from business dealings. For instance, for cases decided by CPC/PPC/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.

## **10. INVITATION OF TENDERS**

- (a)(i) 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 or “Registered Post Acknowledgement Due”/speed post/courier/email as laid down in the Tendering system relevant to the case. In case of centrally purchased items, prior approval of Director-In-Charge shall be required. (Refer Schedule-D)
- (ii) The list of Tenders, both open and limited, shall also be displayed on official e-Tendering website of PSPCL/ notice board of concerned office of PSPCL, as applicable.
- (iii) Any change in detailed technical specification will be made with the approval of **Director**/In-charge.

### **(iv) Pre-bid conference**

At the discretion of the NIT approving authority a pre-bid conference may be held after sale of tenders with the intending/Prospective tenderers at least 5 days before the last date of submission of the tenders as per details given in the tender documents for clarification of any doubts of the intending/Prospective tenderers or for modification on any condition of the contract, specification etc. Minutes of the meeting shall be circulated to all the intending/Prospective tenderers, whether they attend the pre-bid conference or not.

### **(b)(i) For Tenders valuing Rs. 5.0 lacs & above.**

Basic information to be included in the notice inviting Tenders and Tender specification shall be as per Schedule ‘B’ and ‘C’ respectively. The form of Tender Notice shall be as per Schedule ‘D’ for displaying -----on PSPCL Web. Site -----A brief Tender notice shall be Published through press as per Schedule. These may be suitably modified by the Purchasing Agency, if necessary along with general instruction to be observed by Tenderers.”

- (i) Deleted from here as same is available at the end with other schedules----
- (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 who obtain Tender documents/specifications/ participate in e-Tenders shall be entered in register.
- (iv) -Deleted-
- (v) NITs will be got published in the News Papers as per the approved advertisement policy of the company. Copies of the NITs maybe sent by email/speed post/courier to recognized/registered/accredited suppliers, if necessary.
- (vi) Quantity should be indicated in the NIT/as well in the corrigendum.
- (vii) A stipulation be made in the NIT/ Specifications that conditional Tenders will not be accepted.

- (viii) It shall be mentioned in the NIT/ specifications that quantity mentioned in the NIT can be ordered upon more than one firm.
- (ix) 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.
- (x) Any firm which at the time of opening of the Tender enquiry, falls in any of the following categories, 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:-
  - i) The Firm is a defaulter for the supply of 35% or more quantity on the date of expiry of the Contractual Delivery Period for the total ordered quantity.
  - ii) The Firm is a defaulter for the supply of any quantity for more than 6 months from the date of expiry of the Contractual Delivery Period for the total ordered quantity.

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

The concerned office shall upload the list of all such defaulter firms on the website of PSPCL.

Amendment  
No. 1 Dated:  
27.08.18

The concerned office shall upload the list of all such defaulter firms on the website of PSPCL.

Note: This Clause shall be included in all the future NITs and shall be applicable only to the Tender Enquiries subsequent to the one in which this clause has been incorporated for the first time. Till this clause comes into force" the tender enquiries floated by incorporating this clause for first time continue to be processed as per old regulations

- (xi) In case where e-Tendering is not applicable, the sale of Tender documents shall be stopped 72 hours or two working days preceding the due date of opening of the Tenders whichever is more. However, where e-Tendering is applicable, the downloading of Tender documents shall be stopped 24 hrs prior to the date and time of the opening of the Tender enquiry.

## 11.( GENERAL TERMS & CONDITIONS )

### a) COMPETENCY TO REPLACE SCHEDULE –E

The terms and conditions for Tender/contract shall be given in Schedule 'E'. The terms and conditions contained in this Schedule shall be changed/modified/relaxed with the approval of the next higher authority, 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 PSPCL Purchase Regulations or any other Rules/Regulations and instructions of the company on the subject:

#### **Provided that:-**

Where the competent authority happens to be the WTDs or Central Purchase Committee, Project Purchase Committee under different Chief Engineers and the Purchase Committee/General, then for the amendment in the terms and conditions the approval of next higher authority shall not be required.

### b) **Prequalification Criteria (For Old Suppliers)**

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 following minimum requirements shall be incorporated individually or collectively, as applicable:

- a) Supply experience and past performance of similar contracts for at least past two financial years, where words "similar contracts" shall be suitable defined in order to avoid any ambiguity at any stage. The value of POs to be counted towards work experience shall be as under:
  - i) Three similar complete orders each costing not less than 40% of the estimated cost of tender

OR

- ii) Two similar completed orders each costing not less than 50% of the estimated cost of tender

OR

- iii) One similar completed order each costing not less than 80% of the estimated cost tender.

- b) The average annual turnover over the last 3 financial years should be at least 30% of the estimated cost of the tender.
- c) The firm should have a positive net worth for the past three financial years duly certified by CA.
- d) The firm should have relevant BIS/ISO/ other applicable standard certifications (wherever applicable)
- e) The validity of Type tests shall be decided by the concerned department with the approval of concerned director. This clause shall be applicable to both old as well as new firms.

Note: **Prequalification Criteria (For Old Suppliers) has been withdrawn by BODs in its 62<sup>nd</sup> meeting held on 30.11.2017 till its revision . For the time being, tenders may be floated as per earlier practice.**

## 12. EARNEST MONEY DEPOSIT (EMD)FOR TENDERS

- (i) In case of open and limited Tenders, the Tenderers shall be required to submit Earnest Money (EMD) at the following rates in form of PSPCL Cash Receipt/ Bank Draft/e-payment along with the Tenders:-

a) Tenders Valuing less than Rs 5,00,000 and spot Tenders	Nil
b) Tenders valuing Rs 5,00,000/- & 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 20 lac.

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

- (a) Public Sector undertakings owned by Punjab Govt./Central Govt./other State Govt. supplying material directly through units owned by them subject to submission of documentary evidence of Government ownership. Exemption shall not be applicable if the Tender is submitted for supply of material through private unit/manufacturer.
- (b) Suppliers having Permanent Earnest Money Deposit (PEMD) of Rs. 25 lacs with the PSPCL provided that a certificate to this effect issued by the Nodal Authority i.e. AO(CPC/MM) of PSPCL, during six months immediately preceding the due date for Tender opening and showing the Serial No./Account No. Allotted in the Permanent Earnest Money Deposit Register shall be submitted by the Tenderers in the envelope for Earnest Money.

Permanent Earnest Money Deposit shall be centralized for entire PSPCL i.e. It will be valid for all offices/organizations under PSPCL.

----Shifted to 12 (vii)---

- (c) Standardized firms/Suppliers of Proprietary items/ firms supplying material under DGS&D Rate Contract.

**(iii)(a)** In case of Tenders not accompanied by full amount of Earnest Money for the items Tendered but not less than 25% of the amount due, the order/contract shall be awarded only for part of material/equipment service limited to a value corresponding to the actual amount of Earnest Money submitted with the Tender provided the placing of such part order is otherwise feasible and is in the interest of the PSPCL, otherwise such Tenders shall be ignored.

**(b)** The amount due, as referred to in clause-12(iii)(a) shall be calculate @ 2% of the Tender value and shall not taken as Rs 20,00,000/- i.e. the maximum amount payable as Earnest Money.

Therefore 25% of earnest money shall thus be worked out on the basis of the entire amount so calculated, which shall, of course, be subject to maximum of Rs. 20,00,000/- and minimum of Rs. 10,000/-.In order to dispel any

doubt, the correct amount payable of earnest money, in cases covered in clause-12(iii)(a) shall be worked out as per illustration given here under:-

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

(iv) Earnest Money shall be forfeited in case of withdrawal/modification of an offer within the validity period, as required in the NIT/Tender Specification after opening of Tender.

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

(vi) In case of Tenders not accepted, the Earnest Money shall be refunded within 30 days of the award of order/contract to the successful Tenders.

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

(viii) If a firm withdraws its bid before the due date of opening of Tender, the EMD of the firm shall be refunded immediately.

(ix) No Interest shall be paid by PSPCL on EMD/PEMD deposited by the tenderer/bidder.

### 13. SUBMISSION OF TENDERS

(a) The Tenders will be submitted as per NIT/Tender Specifications complete in all respects and deviation from Notice Inviting Tender/Tender Specification shall be clearly brought out by the Bidders. No post Tender development shall be allowed regarding any change in terms of prices or technical specification.

(b) Two part Bids (For Limited Tenders only)

Tenders shall be submitted in two parts,

Part-I: Earnest Money(if applicable)

Part-II: Commercial, Technical conditions & price bid.

For Tenders submitted manually, the Tenderer shall seal 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 address of the Tenderer to enable the Tender to be returned un-opened, if it does not meet the NIT requirements. The Tender shall be submitted in duplicate, triplicate or quadruplicate as desired. Other copies of the Tender shall be similarly sealed and marked.

For e-Tenders, Part-I shall be submitted manually till e-payment gateway is made operational. When e-payment gateway is made operational, EMD/PEMD shall be submitted online. Part-II shall be submitted online through e-Tendering portal only.

**(c) THREE PART BIDS**

Tenders shall be submitted in three parts as under:-

Part-I; Earnest Money.

Part-II; Commercial & Technical conditions.

(Qualifying financial effects).

Part-III : Price Bid.

For e-Tenders, Part-I shall be submitted manually till e-payment gateway is made operational. When e-payment gateway is made operational, EMD/PEMD shall be submitted online. Part-II and III shall be submitted online through e-Tendering portal only.

First, Part-I of the Tender shall be opened and if earnest money is found in order then Part-II-‘Commercial & Technical conditions’ shall be opened. In case financial effects are unambiguous and without any specified reservations and offer is technically & commercially acceptable, only then part-III ‘Price Bid’ shall be opened.

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, then the power shall be exercised by concerned CPC/PPC/Purchase Committee (General).

**Note :** (i) Last sub para not to be incorporated in P.O/ Tender specification.

(ii) Pre-qualification and technical qualification should be clubbed together for the purpose of Technical Evaluation

(d) If any new firm submits its Tender who has never supplied the Tendered item to 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’ to ascertain its financial/ technical capability to execute the order. The cost of works appraisal shall be borne by the firm and the same shall be as under:-

Rs. 50,000/- in case of firms with works located outside Punjab and Rs. 25000/- in case of firms with works located within Punjab for appraisal to be carried out.

**Note:** Apart from the Tendered item, the works appraisal shall also be carried out for all the other items as well as specified by the purchasing agency, against the charges deposited for carrying out the works appraisal.

(e) If any firm has been debarred or business dealings have been suspended with a firm for a certain period of time, then a fresh works appraisal shall be carried out to ascertain the financial/ technical capability of the firm.

(f) If a firm has not supplied Tendered/ similar item to 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 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 PSPCL or not.

- (g) If an existing firm quoted 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. However, type tests for the new works shall be submitted along with the tender by the bidder.

**14. RECEIPT OF TENDER AND EXTENSION OF TIME**

- (i) “Tenders shall be received in online mode/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 by the officers/officials authorized to receive the Tenders.

In case of manual Tenders, Tender documents should be issued and received by any official authorized by the concerned office who would ensure that the names of the firms to whom Tender documents have been issued are not revealed to any firm and total secrecy is maintained in this regard.

- (ii) 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) PSPCL Head Office: Central Purchase Organizations, Design & Circle Offices.	Superintendents/ official authorized by the concerned office
(b) Divisions/Sub Divisions	Divisional Superintendents Sub-Divisional Clerks/ official authorized by the concerned office

The Tenders thus kept in safe custody will be taken out only at the time of opening of Tenders.

- (iii) In the event of any Tender being received with its envelop 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 which shall be signed by the said officer and entrusted for safe custody as other Tenders.
- (iv) 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 re-sealing, which shall be signed by the said officer and then will be kept in safe custody.
- (v)The Officer Inviting Tenders or an officer deputed by him, may extend the due date for submission of Tenders in case of:-

- (a) Poor response defined by receipt of less than three Tenders/quotations up to the fixed time.
- (b) Any material change in the basic specification/quantities.
- (c) Under any unforeseen situation, publicity to the extension of time limit for submission of Tender shall be given in the same manner as given for the first invitation of the Tenders

- (vi) Tender documents once submitted shall not be returned.

**15. OPENING OF TENDERS**

- (i) 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 in token of their presence.

Note:- The Tenders of blacklisted firms who submit their Tenders online/ offline, shall not be opened/ processed and PSPCL shall not bear any cost incurred by such firms in filling their Tenders.

- (ii) 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.

- (iii) The Tenders shall be opened by the officer/official inviting Tenders or by an officer deputed by him for the purpose in the presence of another officer. In case of CPC/PPC/PPC(General), field offices under

Projects/Power Plants/Distribution Offices, an officer/official of Accounts Organization, shall also be associated in opening of the Tenders.

In case of manual tenders, 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 Tenders and on each cutting/correction/over-writings etc. observed in the Tenders as attestations thereof.

(iv) Deleted

v(a) The envelope containing earnest money shall be opened first and in case the earnest money is in accordance with the terms of N.I.T/Tender specification, only then the Part-II of the Tender shall be opened. In case there is no indication on the envelope containing earnest money, the same shall be opened, but the Tender shall be processed only if earnest money is found enclosed in the envelope, otherwise it will be resealed. The words "Invalid Tender being Without Earnest money" shall be recorded on the envelopes of such like Tenders and the same shall be kept under safe custody.

v(b) In case of online Tenders, EMD/ PEMD certificates of all the participating bidders shall be checked first and Part-II of only those bidders shall be opened, whose EMD/ PEMD certificates are found in accordance with the terms & conditions of NIT/ Tender specifications.

vi) The important instructions such as quantities, prices in each Tender, shall be read out to the Tenderers/their authorized representative present at the time of opening of Tender enquiry and will also be shared online.

vii) In case of manual tenders, 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.

## **16. LATE TENDERS**

Tender documents shall be received only upto the due date and time of the submission of Tender documents and no Tender documents shall be accepted after that time.

## **17. REJECTION OF TENDERS**

The following type of Tenders shall be rejected:-

- i) Tenders of firms/contractors who are black-listed or with whom business dealings have been suspended/ firms who are defaulter in making supplies as per Clause 10(x).
- ii) Tender submitted by a person directly or indirectly concerned with service under the Government, PSPCL or Local Authority.

Tenders not accompanied by the requisite amount of earnest money as per Regulation 12 (iii), if applicable.

## **18. RE-INVITATION OF TENDERS/ DROPPING OF TENDER ENQUIRY**

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

- a) Any change necessitated in technical specification subsequent to the opening of Tender Enquiry.
- b) The total number of Tenders received is less than three. However, in case re-invitation of Tenders is considered uneconomical, then approval of next higher authority shall be obtained to further process the Tender enquiry. This condition of obtaining the approval of next higher authority shall not be applicable for

cases falling in the competency of CPC/PPC/PPC(General), who shall be themselves competent to decide such cases.

- c) Lack of suitable offers as per requirement of PSPCL specification.
- d) It is felt that the rates of Tenders received are unjustifiably high/ low.
- e) 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/PPC/ PPC(General)/ concerned officers, these authorities shall be self-competent.

## 19. PROCESSING OF TENDERS

- (i) The Tenders which are found valid at the time of opening of Part-II of the Tender enquiry shall be studied and compared with the requirements of the Notice Inviting Tender/Tenders Specifications for assessing their suitability. Clarification regarding deviations/ missing documents etc. shall be sought from the bidders, if required. The price bid of all the eligible bidders shall be opened subsequently (as applicable).
- ii) The Price Bids of the tenders of all the eligible bidders shall be opened at the pre-notified date and time. Thereafter, the Reverse Auction process (for online tenders) shall start on the e-tendering portal of PSPCL as per the procedure laid down in the Clause No. 31 of Schedule-E of these Regulations.

Reverse bidding will be introduced wherever it is required with the approval of director in-charge.

- (iii) A comparative statement shall be prepared showing the quoted and equated prices as per NIT/Tender Specifications.
- (iv) The scrutiny of Tender shall be carried out by officers/officials as mentioned below and comparative statements shall be prepared and signed by them:-

Company Secretariat	Superintendent
Central Purchase Organization/Design Offices	Addl. SE/ Sr. Executive Engineer/Assistant Executive Engineer/ Assistant Engineer
(a) Zonal offices	Addl. SE/ Sr. Executive Engineer(tech)/ AEE (tech)/ AE (tech)/ Circle Head Draftsman/ Divisional Head Draftsman / AAE/ JE
(b) Circles	Addl. SE/ Sr. Executive Engineer(tech)/ AEE (tech)/ AE (tech)/ Circle Head Draftsman/ AAE/ JE
(c) Divisions	Addl. SE/ Sr. Executive Engineer/ Assistant Executive Engineer/ Assistant Engineer/ Divisional Head Draftsman (DHD)/ AAE/ JE
(d) Sub-divisions	Additional Assistant Engineer/Junior Engineer.

- (v) The Comparative statements and proposals for acceptance of Tender shall be made as per guidelines, approved by the PSPCL from time to time.
- (vi) 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/ PPC/ PPC (General), offices under Projects/Power Plants/ Distribution offices, 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.

- (vii) The proposals for acceptance of Tenders shall be processed in noting sheets in single file system. Where the Competent Authority is a Committee, the file shall be seen by the committee members in circulation and the case shall be decided in a meeting. In urgent cases decision may be taken in circulation as well.
- (viii) Where Competent Authority is the BoD/Whole-time-Directors, a detailed agenda relating to purchase proposals / purchase orders/ contracts shall be submitted by the Concerned EIC/Chief Engineer/HOD and the same shall be scrutinized by the concerned Purchase Committee before putting the same to the BoD/WTDs.
- ix) 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 PSPCL for consideration and decision.
- x) The lowest rate of technically acceptable Tenderer shall be compared with the rate against previous Tender enquiry updated to the base date 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.

## **20. FINALIZATION OF TENDERS**

- (i) Decisions against a Tender Enquiry shall be recorded in the minutes book by the BODs/ WTDs and in all other cases in the case file by the competent authority.
- (ii) In emergent cases the Competent Authority may authorize the Purchasing agency to take advance action in anticipation of receipt of formal decision.
- (iii) In case of Standardized/ Proprietary/Patent items & known firms, the rates shall be accepted subject to the submission of certificate by the Supplier/Contractor stating that the rates quoted are/would be same as for all Government/Semi Government Departments.
- iv) The order should be placed on one or two firms, if feasible, otherwise order may be placed on as minimum number of firms as possible which fall in the zone of consideration. In no case order shall be placed on firm falling outside the zone of consideration.

**Note: For zone of consideration, refer clause 3(xxv)**

- v) The lowest rates obtained against a Tender enquiry shall be counter-offered to other bidders for acceptance, as per decision of competent authority.
- vi) The competent authority may enhance the quantity upto 20% of the NIT quantity in emergent cases.

## **21. NEGOTIATIONS**

“Normally no negotiations regarding prices shall be held with the bidders after the opening of the Tenders except under specific orders by the Competent Authority, with reasons to be recorded thereof. The negotiations can be held only with the lowest bidder.”

## **22. AWARD OF ORDERS/CONTRACTS**

- (i) On receipt of decision of the Competent Authority, the Purchasing Agency shall convey to the bidders through a letter/fax/email, a brief description of the items accepted along with rates, quantities and special conditions if any.
- (ii) 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 N.I.T/Tender Specification and the offer of the firm.

(iii) In case of Company Secretariat, CPC/ PPC/ PPC (General), offices under Projects/Power Plants/ Distribution offices the detailed Purchase Order-cum-contract agreement shall be got pre-audited from an officer of Accounts Organization prior to its issue to the firms.

(iv) The Purchase Order-cum-contract agreement issued from Company Secretariat shall be signed by Deputy Secretaries/ Under Secretaries and those issued from Central Purchase Organizations/ Design Offices by Addl. SE/ Sr. Xen/ Purchase Officer.

(v) 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.

(vi) The detailed Purchase Order-cum-contract agreement shall be sent by email/registered/speed post acknowledgement due to the suppliers/contractors, including local ones if any.

(vii) Ordinarily, detailed Purchase Order-cum-contract agreement issued in accordance with agreed terms and conditions and accepted/acknowledged by the firm, shall itself form a valid contract along with subsequent amendments, if any, and shall be construed and operated as such in terms of the Indian Contract Act, 1872, amended upto date.

No separate contract agreement needs to be executed in such cases. The orders so issued will be termed as "Purchase Order-cum-contract Agreement."

(viii) In case of orders for supply, erection and or commissioning of special types of equipment/plants where the items may be required 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's dependence upon ISS or other standard specifications, the successful bidder(s) shall be required to execute a contract agreement in the proforma attached as per Annexure-I of these Purchase 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 and one copy shall 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.

### 23. AMENDMENT OF PURCHASE ORDERS/CONTRACTS

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

Authority which accepted original Tenders	Authority for approving amendments not involving additional financial Implication.
a) Board of Directors	Director Incharge
b) Whole-Time-Directors	Director Incharge
c) Central Purchase Committee, Project Purchase Committee, Purchase Committee (General)	Chief Engineer
d) Chief Engineer	Chief Purchase Officer/ Superintending Engineers /Dy.Chief Engineer
e) Dy.Chief Engineer/Superintending Engineers.	Purchase Officers/ Sr. Executive Engineer/ Addl.SE.

B) Amendments in quantity of existing Purchase Order-cum-contract agreement, involving financial liability shall be done as follows:-

Amendments for variations in the quantities of items/components at Tendered rates up to 20% of the original order value shall be made with the approval of authority deciding the original Tender enquiry.

C) Cases for extension in delivery period where the delay is genuine shall be approved by the Chief Engineer concerned in respect of purchase orders/Contracts placed with the approval of the BoDs/WTDs/CPC/PPC/PPC(General) and getting the same pre-audited. The orders for extension in delivery period shall be quantified and well-reasoned.

D) The Deputy Secretary, Chief Purchase Officer, Dy.CEs and Superintending Engineers shall be competent to approve minor variations of technical nature and waive/relax inspection and testing requirements against submission of test certificates.

E) The proposals where the “Force Majeure” clause is proposed to be invoked concurrence/advice of finance section, should invariably be obtained.

## **24 SECURITY DEPOSIT**

- (i) The successful Tenderers shall be required to submit Security deposit for faithful execution of the purchase order/Contract of value exceeding Rs. 1,00,000/- at the rate of three percent (3%) of ordered value rounded off to a multiple of Rs. 10/- on the higher side. Tenderers exempted from EMD upto Rs. 5.0 Lacs will have to submit security deposit for Purchase Orders valued above 1.0 Lacs.
- (ii) Ordinarily the Earnest Money received against Tenders shall be converted into Security Deposit. If the amount of earnest money received against Tenders is more than the amount of Security Deposit required against the Purchase Order/Contract, the balance shall be refunded within one month of the finalization of the Tender enquiry and in case of shortfall, if any, the Contractor/Supplier shall be required to deposit the additional amount.
- (iii) The Tenders having Permanent Earnest Money Deposit (PEMD) of Rs. 25 lacs (Rs. Twenty Five Lacs) with PSPCL and hence exempted from depositing Earnest Money with Tenders, shall also be required to submit security Deposit @3% of ordered value in the form of Bank Guarantee/ Demand Draft/ Cash within 30 days from the award of purchase order/contract
- (iv) The following shall be exempted from depositing security against purchase orders/contracts given to them :-
  - (a) s owned by Pb. Govt./Central Govt./other State Govt. supplying material directly through units owned by them subject to submission of documentary evidence of Government ownership. Exemption shall not be applicable if the Tender is submitted for supply of material through private unit/manufacturer.
  - (b) Suppliers of Proprietary items/firms supplying material under DGS&D Rate Contract.
  - (v) On faithful execution of Purchase Order/Contracts in all respects, including warranty period, if any, Security Deposit of the Contractor/Supplier shall be released by the Contracting/Purchasing Agency. The refund shall be made within 30(thirty) days from the issue of security release order by the concerned purchasing agency.
  - (vi) In the event of default on the part of the Contractor/Supplier in the faithful execution of Purchase Order/Contract his Security deposit shall be forfeited by an order of the Contracting/Purchasing Agency under intimation to o/o CE/IT who shall get the same uploaded & displayed on website of PSPCL.

In the case of Sr. Executive Engineers/Sub-Divisional Officers working in the field, the order for forfeiture of security deposit shall be issued by them provided they are Contracting/Purchasing Agency with an intimation to their Superintending Engineers/ Dy. Chief Engineers who in turn shall intimate the same to o/o CE/IT who shall get the same uploaded & displayed on website of PSPCL.

The forfeiture of Security Deposit shall be without prejudice to any other rights arising or accruing to the Board under relevant provisions of the purchase Order/Contract like penalty etc. including suspension of business dealings with PSPCL for a specific period.

## **PERMANENT SECURITY**

~~--Deleted--~~

## **25.EXECUTIVE ORDERS/INSTRUCTIONS AND AMENDMENTS OF REGULATIONS.**

(i) The regulations shall supersede all existing orders/instructions and rules in the matter of inviting, considering and accepting Tenders provided however :

(a) That in matters not specifically covered hereunder, the rules and standing orders/instructions relevant to the context shall continue to apply.

(b) That all transactions entered into, in pursuance of the rules and standing orders/instructions of PSPCL in the matter herein so far, shall be valid and binding on the parties concerned.

(ii)The Board of Directors may from time to time waive off/relax/ change or modify all or any of the provisions of these Regulations.

### **26. INTERPRETATION**

(i) 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 shall be final.

(ii) ~~--Deleted--~~

(ii) Save as otherwise provided for in these Regulations, the provisions of PSEB Regulations of Conduct of Business, 1980, shall be in addition to and not in derogation of these Regulations.

Chief Engineer/MM,  
Punjab State Power Corporation Ltd

SCHEDULE 'A'  
(Referred to in Regulation 4)

LIST OF CENTRALLY PURCHASED ITEMS FOR DISTRIBUTION SYSTEM

1. Poles of all types and sizes.
2. A.C.S.R. conductor upto 100 sq. mm. Aluminum equivalent.
3. Accessories for ACSR Conductor upto 100 sq. mm Aluminum equivalent.
4. Galvanised Mild Steel (GMS) Wire.
5. G.I. Binding Wire
6. Galvanised Stranded Steel (GSS) Wire.
7. Galvanised Steel Barbed wire.
8. Distribution Transformers upto 11 K.V.
9. Lightning Arrestors suitable for 11 K.V.
10. G.O. Switches/ AB Switches upto 11 K.V & associated accessories.
11. Insulators of various types upto 11 K.V.
12. G.I. Pins for 11 K.V. Pin Insulators
13. Cables (all types and ratings) upto 11 K.V.
14. Cables End Boxes and Straight Through Joints (all types and ratings) and other related accessories of cables upto 11kV.
15. Shunt Capacitors.
16. L.T. Switches upto 300 Amps.
17. L.T. Circuit Breakers
18. Porcelain Cut-outs.
19. Copper Strips.
20. Pure Tin
21. M.S. Bolts and Nuts (Black)
22. Manila/Synthetic Ropes.
23. Paints of all types.
24. 24 Volts DC Battery & Charger.
25. Energy Meters and Metering equipment upto 11 K.V.
26. Energy Meter Boxes of all types.
27. Transformer Oil.
28. Oil Filtration Set.
29. Oil Testing Set.
30. Earthing sets.
31. Sealing plier.
32. Vehicles of all types.
33. P.V.C. Insulation tapes.
34. Steel of all categories.
35. Cement.
36. Earth Rods.
37. Stay Sets
38. Cross Arms.
39. Top Hampers.
40. Anchor Plates.
41. IT Hardware and Software.

Note: For steel (excluding special structural steel or types) consolidated indent of PSPCL as a whole shall be placed by the Central Purchase Organization to the concerned authorities and after receipt of allocation, shall be purchased by the respective organizations.



## SCHEDULE 'B'

(Referred to in Regulation 10)

1. 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 PSPCL 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) 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 .

- (f) 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 separate Tender documents/Specifications are required to be obtained by the Tenderers.
- (h) 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.
- (i) 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.

- (j) The period upto which the Tenders must keep their offers valid for acceptance.
- (k) 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.

**Schedule 'C'**

**REFERRED TO IN Reg-10**

**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.
- c) The estimated cost of material to be purchased should not be given in the N.I.T./ specification 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 "D"

(Referred to in Regulation-10)

### **TENDER NOTICE**

Punjab State Power 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 Tender specifications of PSPCL :

Item No.	Description	Quantity	Enquiry No./Year	Last date & Time of downloading/obtaining of specifications/ Tender documents	Last date & time of receipt of Tender	Date & time of opening of Tenders
1	2	3	4	5	6	7

For detailed NIT & Tender specification please refer to \_\_\_\_\_ (address of e-Tendering website of PSPCL)/ contact the concerned office.

**(Officer Inviting Tender)**

### **"Energy conservation slogan".**

Note: (Not to be included in NIT but to be included in specifications)

Any firm which at the time of opening of the Tender enquiry, falls in any of the following categories, 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:-

- i) The Firm is a defaulter for the supply of 35% or more quantity on the date of expiry of the Contractual Delivery Period for the total ordered quantity.
- ii) The Firm is a defaulter for the supply of any quantity for more than 6 months from the date of expiry of the Contractual Delivery Period for the total ordered quantity.

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

## SCHEDULE 'E'

(Referred to in Regulation-11)

### GENERAL INSTRUCTIONS TO BE OBSERVED BY BIDDERS

1. The following points shall be carefully studied /complied in order to ensure submission of a complete and comprehensive Tender. Quotations/bids not strictly in accordance with these instructions are liable to be rejected:
  - (i) The Tender must be complete in all respects. (ii) In case of manual Tendering:
    - a) Tender shall be submitted in duplicate and all copies shall be separately tagged and clearly marked as 'Original' & 'Duplicate'.
    - b) Quotations received by email/ fax will not be accepted except for proprietary items.
    - c) Tender shall be sent in three separate envelopes, one envelope containing Earnest Money and the second containing the main Tender in duplicate. While opening the Tenders the envelopes containing Earnest Money shall be opened first and in case it is found in accordance with the terms of Notice Inviting Tender only then the second envelope containing the Tender shall be opened.
  - (iii) In case of e-Tendering, Part-I shall be submitted manually till e-payment gateway is made operational. When e-payment gateway is made operational, then the EMD/PEMD shall be submitted online only. Part-II and Part-III shall be submitted online through e-Tendering portal only. While opening the Tenders, Earnest Money deposit shall be evaluated first and in case the deposit of Earnest Money is in accordance with the terms of Notice Inviting Tender only then Part II of the Tender shall be opened.
2. The Officer inviting Tenders, Contracting/Purchasing Agency/PSPCL (herein after referred to as "purchaser") reserves the right to modify the schedule of requirements, technical particulars and the specifications at any time before the opening of the Tender enquiry and to place the order as a whole or in parts, and to reject any or all the Tenders received without assigning any reasons. He will not be responsible for expenses or losses that may have been incurred by the bidder in the preparation of its Tender and nothing shall be paid on this account
3. In case of Tenders processed manually, Quotation/Tenders should be enclosed in double covers both addressed to ..... (officer/ agency inviting Tenders). Both (inner & outer) covers shall be sealed and super scribed with Tender No. as given in Tender specification/ NIT along with the Tendered item and date of the opening of Tender enquiry.
4. Quotations/Tenders shall be received in the office of ..... (purchaser) upto ..... (the date and time specified in the NIT/specification) and shall be opened on..... (the date and time specified in the NIT/specification) in the presence of bidders or their authorized representatives who wish to be present. In case the due date of opening of the Tender enquiry happens to be a holiday, then the Tenders shall be received and opened at ..... 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 shall be the competent authority.**

## GENERAL TERMS AND CONDITIONS

### 5. PRICES :

(i) The unit rates shall be quoted F.O.R. destination at any Railway Station in Punjab/PSPCL Railway siding, where ever existing or at the stores of PSPCL through road transportation, which will be treated at par with F.O.R. destination. The break-up of the F.O.R. destination price shall be given as under :-

- a) The price of the material inclusive of packing and forwarding charges forming part of production cost.
- b) Packing cost not forming part of production cost, handling charges, cartage, freight charges and transit risk insurance etc.

(ii) All taxes and duties leviable on the price of finished goods as per sub-clause (i) (a) shall be paid extra and the same should be shown separately as prevalent on the date of opening of the Tenders enquiry, to be paid at the rate as may be actually prevalent at the time of supply, otherwise these elements shall be deemed to be included in the quoted prices and will not be paid extra. No taxes and duties will be payable on the element of cost quoted under sub-clause (i)(b) except freight & insurance.

In case of Tenders processed manually, the Performa for price schedule shall be duly typed and prices written by hand shall not be accepted. (These stipulations shall be highlighted in the Tender specification and special note in this regard shall also be appended in the price schedule Performa). The rates quoted whether FOR destination or ex-works should be given in both figures and words and any overwriting, erasing, cutting etc. should be avoided or if made, should be signed legibly.

**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 discount on the quoted price for which split up has been given. However, quantity/payment discount can be given by the bidder in Part-II 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.

(iii) 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 Part-III of the Tender.

(iv) The quoted prices shall be 'FIRM'/ 'VARIABLE' as per the requirement. However, where variable prices are quoted, prescribed formula for price variations on the base price of component elements as applicable on the first day/first working day of the calendar month, one/ two/three months prior to the date of opening of the Tender enquiry, as per requirement of the item, shall form the basis for quoting variable rates. However, price adjustment shall be made on corresponding rates of variable elements prevailing on the first day/ first working day, of the month prior to (as prescribed in the Price Variation Formula) the date of readiness of material intimated in the offer by the firm for inspection or the date on which the offer for inspection of material is duly received in the concerned office (whichever is later), if the date of readiness of material is not specified in the offer. However, the period of two weeks for inspection as per Clause-23 of Schedule-E will not be counted for computing Price variation.

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

Where-ever 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, CACMA 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**

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

## **7. TERMS OF PAYMENT**

(a) 95% payment of contract value pro-rata for each consignment of operationally complete equipment dispatched after approval of Inspecting Authority/Test Certificate etc. along with taxes & duties and Other Statutory levies as per contract shall be paid within 45 days (circular 15/2011) against receipted challans & submission of requisite documents. The balance 5% Payment shall be kept as performance Guarantee which shall be released after due receipt of Goods Receipt Note from the concerned consignee(s) or expiry of three months from the date of receipted challans & submission of requisite documents, whichever is earlier.

In case the due date of payment in terms of payment schedule falls on a holiday including Sunday or holiday is subsequently declared on that date, the payment shall be released on the first working day falling next to the due date.

b)100% payment against dispatch documents through bank may be allowed for procurement of material from proprietary/ standardized firms by concerned HOD.

c)100% advance payment shall be permissible in respect of purchase of vehicles/contingent and other essentially required items including purchases at DGS & D rates.

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

## **8.DELIVERY SCHEDULE**

The offer should clearly indicate monthly/bimonthly/quarterly 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 earlier 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-Incharge and the approval of lifting the same shall also be given by Director Incharge.

ii) The extension of CDP shall be done with the approval of HOD concerned.

I) 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.

For deferment more than 60 days, commencement period of 14 days.

## **9. PENALTY FOR DELAY IN DELIVERY**

If the supplier fails to deliver the material/equipment within the stipulated delivery period of purchase order/contract, the same is liable to be rejected and if accepted, the supplier shall be liable to pay penalty @ ½% (half of one percent) of the cost of undelivered supply/incomplete equipment per week of delay or part thereof not exceeding maximum limit of 10% of the cost of complete unit of undelivered equipment/material so delayed.

There will be no slack period.

## **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.

## **11. NEGLIGENCE & DEFAULT**

In case of any negligence on the part of a Supplier/Contractor to execute the Purchase-order/Contract with due diligence and expedition and to comply with any reasonable orders, pertaining to any contravention to the provisions of the Purchase-order/Contract, given in writing by the purchaser, the purchaser may give a 21 days-notice in writing to the Supplier/Contractor to make good the failure/neglect/contravention. In the event the Supplier/Contractor fails to comply with the notice within a timeframe considered to be reasonable by the purchaser, the business dealings shall be suspended/terminated with the firm by the purchaser for a minimum period of three years or in extreme cases, the firm shall be blacklisted forever by the purchaser.

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

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

(i) The action taken under this clause regarding suspension/termination shall be intimated to all the organizations of PSPCL. However, action regarding blacklisting shall also be intimated to all the other SEBs/ state utilities.

(ii) The competent authority to approve action under this clause shall be the same as defined under clause 9 of main regulations.

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

## **12. FORCE MAJEURE**

During the pendency of the Contract/Purchase Order, if the performance in whole/part by either party or any obligation there under, is prevented/delayed by causes arising out of any natural calamity, war, hostilities,

civil commotion, acts of the public enemy, sabotage, fire, floods, explosion, epidemics or non-availability of Government controlled raw material under orders/ instruction of Central/State Government regulations strikes, lock-outs, embargo, acts of Civil/Military authorities or any other causes beyond their reasonable control, neither of two parties shall be made liable for loss or damages due to delay or failure to perform the contract during the currency of Force Majeure conditions, provided that the happening is notified in writing (with documentary proof) within 30 days from the date of the occurrence.

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

### 13. EARNEST MONEY DEPOSIT (EMD)

i) In case of open and Limited Tenders, the Tenderer shall be required to submit Earnest Money at the following rates in the form of Punjab State Power Corporation Ltd. cash receipt/Demand Draft/E-payment along with the Tenders:-

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

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

(a) Public Sector Undertakings owned by Pb. Govt./Central Govt./Other State Govts. supplying material directly through units owned by them subject to submission of documentary evidence of Government ownership. Exemption shall not be applicable if the Tender is submitted for supply of material through private unit/manufacturer.

(b) Suppliers having Permanent Earnest Money Deposit of Rs.25 lac with the PSPCL provided that a certificate to this effect issued by the Nodal Authority i.e. AO/CPC(MM) of PSPCL, during six months immediately preceding the due date for Tender opening and showing the Serial. No./Account No. allotted in the Permanent Earnest Money Deposit Register shall be submitted by the Tenderers in the envelope for Earnest Money.

c) Suppliers of Proprietary items/ firms supplying items under DGS & D rate contract.

(iii)(a) In case of Tenders not accompanied by full amount of Earnest Money for the items Tendered but not less than 25% of the amount due, the order/contract shall be awarded only for part of material/equipment/service limited to a value corresponding to the actual amount of Earnest Money submitted with the Tender provided the placing of such part order is otherwise feasible and is in the interest of the PSPCL, otherwise such Tenders shall be ignored.

(iii)(b) The amount due, as referred to in clause 13(iii) (a) shall be calculated @ 2% of the Tender value and shall not be taken as 20,00,000/-i.e. the maximum amount payable as Earnest Money. Therefore 25% of earnest money shall thus be worked out on the basis of the entire amount so calculated, which shall, of course, be subject to maximum of Rs. 20,00,000/- and minimum of Rs. 10000/-.

In order to dispel any doubt, the correct amount payable of earnest money, in cases covered in clause 13(iii)(a) 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.of25% EMD to be deposited for qualifying to get 25%	Correct Amount full EMD to be deposited	Remarks
1	upto Rs. 5 Lacs	Nil	Nil	Nil	Nil	EMD exempted below 5 Lacs
2	5 lac	10,000	2500	10,000	10,000	Min EMD as per clause 13(i)(b)
3	10 lac	20,000	5,000	10,000	20,000	
4	25 lac	50,000	12,500	12,500	50,000	
5	50 lac	1,00,000	25,000	25,000	1,00,000	
6	1 crore	2,00,000	50,000	50,000	2,00,000	
7	5 crore	10,00,000	2,50,000	2,50,000	10,00,000	
8	6 crore	12,00,000	3,00,000	3,00,000	12,00,000	
9	10 crore	20,00,000	5,00,000	5,00,000	20,00,000	
10	25 crore	50,00,000	12,50,000	12,50,000	20,00,000	Max. EMD as per clause 13(i) (b)

(v) 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.

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

(vii) In case of Tenders not accepted, the Earnest Money shall be refunded within 30 days of the award of order/contract of the successful Tenders.

In case of firms not falling within the zone of consideration earnest money may be refunded immediately wherever possible.

#### **14. INTIMATION TO CHIEF ACCOUNTS OFFICER/DY. CHIEF ACCOUNTS OFFICER & CONSIGNEES**

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

#### **15 GOODS AND SERVICE TAX:-**

PSPCL is registered centrally in the state under GSTIN 03AAF5120Q1ZC.

- i) GST, as applicable, will be paid as per prevailing provisions of GST Act & Laws against submission of documentary proof at rate(s) prevailing during the contracted delivery period on the basis of actual. The following certificates shall have to be furnished along with invoice –cum-gate pass duly signed by the authorized agent /signatory. The first invoice should accompany the specimen signatures of the authorized signatory duly attested by the Managing Director of the factory with a copy of orders regarding his appointment as authorized signatory.

- Certified that the transaction on which the GST is claimed has been/shall be included in the return submitted / to be submitted to the GST Authorities and the amount claimed from the Punjab State Power Corporation Ltd. has been / shall be paid to the GST Authorities.
  - Certified that the goods on which GST has been charged have not been exempted under GST Act or rule made there under and that the GST charged on these goods is not more than what is payable under the provisions of relevant act.
  - Certified that we shall indemnify the Punjab State Power Corporation Ltd. in case, it is found, at a later stage that wrong or incorrect payment had been received on account of GST; the same will be refunded.
  - Certified that we are registered dealer under the GST Act and our Registration No. is \_\_\_\_\_
- ii)** In case the GST is applicable and is required to be paid extra as referred to Para-(i) above, the tenderer should clearly indicate HSN code of item along with present rate (in percentage) applicable to their company.
- iii)** The maximum rate (in percentage) up-to which the GST may become leviable/ payable under the prevailing Rules & Regulations applicable to their company, should also be clearly indicated in their tender.
- iv)** In case the GST is applicable /payable, necessary certificate of GST claimed / GST Gate Pass duly authenticated by the authorized representative of GST Authorities, shall however, be furnished by the supplier along with each consignment. The supplier should, therefore, clearly indicate in their tender that whether such GST Gate Passes/Certificates shall be furnished by them or not.

NOTE: The firms indicating nil or concessional rate of GST in their tenders (if any) will have to absorb GST up to the full rate applicable at the time of tendering.

- v)** FURTHER any loss due to non-availability of ITC or levy of penalty/ interest payable by PSPCL on account of non-filing of return or non-compliance or any miss-statement given under the provisions of GST ACT by the firms shall be recoverable from them.
- vi)** Further GST at applicable rates on principal supply shall be payable on Freight and Insurance.

## **16. INSURANCE**

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

- (iii) The consignees shall report losses damages to the supplier within 30 days of the arrival of the equipment. It will, however be the responsibility of the supplier to timely lodge claims on the insurance under writers and to arrange replacement there of.
- (iv) The suppliers shall be wholly responsible for the loss, shortages, damages etc. during transit. Such short supplied, damaged material etc. will have to be replaced/repared by the Supplier/Contractor free of cost immediately without waiting for maturing of the Supplier's/Contractor's Claims with the Road Transport/Railway Authorities regarding insurance.
- (v) In case replacement/repair of defective material is not carried out within six months of intimation of damages, supplier shall have to pay interest @12% per annum on the payments made by PSPCL, if any, from the date of its payment upto the date of the re-commissioning of the equipment after replacement/repair or to the date the default is made good.

## **17. WARRANTY**

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

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

In case the replacement/repair of defective material is not carried out within six months of intimation of defects, the supplier/Contractor shall have to pay interest @ 12% per annum on the value of each complete operational unit of equipment beginning from the date its becoming defective upto date of its re-commissioning after the replacement/repair. Purchasing Authority, however, for items other than transformers, meters, LT Switches fuse units, L.As, L.T. capacitors and project equipment may reduce warranty period for six months, for items the identification of which after installation is not feasible."

### **17-A-WARRANTY FOR METERS**

"The supplier/contractor shall be responsible to replace free of cost with no transportation and insurance expenses to the purchaser upto the destination of material/equipment, the whole or any part of the material; which under normal and proper use and maintenance, proves defective in material or workmanship within the warranty period provided the purchaser gives prompt written notice of such defects to the Supplier/ Contractor. Such replacement shall be affected by the Supplier/Contractor, within a reasonable time not exceeding 2 months of the intimation of defects. Supplier's/Contractor's responsibility arising out of supply of material or its use whether on warranties or otherwise shall not in any case exceed the cost of correcting the defects or replacing the defective part/material and upon the expiry of the warranty period stipulated above, all such liabilities shall terminate.

The warranty period for meters will be restricted to 5 years from their date of receipt in PSPCL ME Labs. However, this clause will not be valid if the meter gets defective in its very first year (whether once or repeatedly). In such cases, a fresh warranty of 5 years shall be applicable from the date of receipt of repaired/replaced meters in PSPCL ME Labs.

In case the replacement/repair of defective material is not carried out within two months of intimation of defects, the supplier/contractor shall have to pay interest @ 12% per annum on the value of each complete operational unit of equipment beginning from the date of becoming defective upto date of its re-commissioning after the replacement/repair.”

Amount due in lieu of above interest shall be recoverable from pending amount of the concerned purchase order or any other Purchase order/Work Order/Contract of the firm with PSPCL. If no payment of the firm is pending with PSPCL against any other Purchase order/Work Order/Contract then the same shall be deducted from any Security/EMD or PEMD lying with PSPCL. In case, the total amount of EMD, PMED, Security of all Purchase order/Work Order/Contract is less than the recoverable amount, action shall be taken by PSPCL as admissible under the law e.g. filing of recovery suit & lodging of FIR etc. Action as per Negligence Default Clause of the purchase order shall also be initiated. Moreover the performance of the firm regarding repair of meters within warranty shall be given due importance while placing future order on such firm.

Amendment  
No. 2 Dated:  
8.3.2019

## **17-B WARRANTY FOR TRANSFORMERS**

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 i.e. concerned S.D.O. operation and/or concerned store’s officers shall give written notice of such failure/damage to the supplier/contractor. Such replacement shall be effected by the supplier/contractor within a reasonable time not exceeding 3 months of the intimation of failure/damage. This period of three months includes lifting of the T/Fs 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 3 months, full cost of transformer(s) shall be recovered from the supplier/contractor. 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 cost of transformer shall be as per purchase order for new transformers, for repaired transformers the cost shall be taken as 70% of the cost of new transformer as per latest P.O.

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 six months whichever is more.

In case the replacement of damaged transformer is not carried out within three months 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 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) in case of new transformer(s) and 70% cost of new transformer(s) in case of repaired T/Fs under repair contract, shall be retained by PSPCL from any amount of the firm pending against the same or any other Purchase order / repair contract. The amount so retained shall be refunded to the firm only after return of the transformer(s) after repair / replacement, but the amount of interest @ 12 % recoverable from the firm i.e. from the date interest becomes due till the date up to which full payment is with-held by PSPCL would not be refunded. If no payment of the firm is pending with the PSPCL against any other PO / Repair contract 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 PSPCL and adjusted in the manner explained above. In case the total amount of EMD / PEMD / Security of all POs / Repair contracts is less than the value of transformer(s) damaged within warranty period, action shall be taken by PSPCL as admissible under law e.g. filling of recovery suit and lodging of FIR etc. Action as per negligence & default clause of the P.O./repair contract shall also be initiated. Moreover the performance of the firm regarding repair/replacement of warranty period damaged transformer(s) shall be given due importance while placing future orders on such firms.

The transformer(s) damaged within warranty period shall be returned by operation sub-division in concerned central store only. However, if due to some locational advantage or other reasons, some store outlet is more convenient than central store, the Engineer-in-chief/S&D may decide such store outlet instead of central store. The transformer(s) after repair /replacement shall be returned only to the store from where they were lifted.

The outside Punjab firms can get their transformers damaged within warranty period, repaired from some Punjab based firms, provided such Punjab based firm is already repairing transformers for PSPCL or supplying new transformers. Any other Punjab based firm can also be allowed to repair such transformers if it is found to be suitable by PSPCL. However, PSPCL shall have no direct dealing with such firms except for giving permission to the Parent firm and all contractual obligations shall rest with Parent firm.

### **17-C WARRANTY OF REPAIRED TRANSFORMER**

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 12 months from the date of commissioning of the transformer by the purchaser or 18 months from the date of dispatch, whichever is earlier. The consignee /purchaser i.e. concerned S.D.O. operation and/or concerned store's officers shall give written notice of such failure/damage to the supplier/contractor. Such replacement shall be effected by the supplier/contractor within a reasonable time not exceeding 3 months of the intimation of failure/damage. This period of three months includes lifting of the T/Fs 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/ or not returned after repair by the supplier/contractor within a period of 3 months, full cost of transformer shall be recovered from the supplier/contractor. 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 cost of transformer, and upon the expiry of warranty period stipulated above, all such liability shall terminate. The cost of transformer shall be as per purchase order for new transformers, for repaired transformers the cost shall be taken as 70% of the cost of new transformer as per latest P.O in case of non-lifted T/Fs and if the T/F is lifted but not returned then scrap value of T/F (which is decided by CE/S&W) shall also be taken in addition to 70% of the cost of new T/F as per latest PO.

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

In case the replacement of damaged transformer is not carried out within three months 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 its failure/damage up to the date of its receipt in the purchaser's stores after replacement/repair. Further an amount equivalent to the 70% cost of new transformer(s) in case of repaired T/Fs repaired under repair contract, shall be retained by PSPCL from any amount of the firm pending against the same or any other Purchase order / repair contract. The amount so retained shall be refunded to the firm only after return of the transformer(s) after repair / replacement, but the amount of interest @ 12 % recoverable from the firm i.e. from the date interest becomes due till the date up to which full payment is with-held by PSPCL would not be refunded. If no payment of the firm is pending with the PSPCL against any other PO / Repair contract or the same is less than the cost of transformer(s) damaged within warranty period, such amount would be deducted from any security, EMD/ PEMD lying with the PSPCL and adjusted in the manner explained above. In case the total amount of EMD / PEMD / Security of all POs / Repair contracts is less than the value of transformer(s) damaged within warranty period, action shall be taken by PSPCL as admissible under law e.g. filing of recovery suit and lodging of FIR etc. Action as per negligence & default clause of the P.O./repair contract shall also be initiated. Moreover the performance of the firm regarding repair/replacement of warranty period damaged transformer(s) shall be given due importance while placing future orders on such firms.

The transformer(s) damaged within warranty period shall be returned by operation sub-division in concerned central store only. However, if due to some locational advantage or other reasons, some store outlet is more convenient than central store, the Chief Engineer/S&W may decide such store outlet instead of central store. The transformer(s) after repair /replacement shall be returned only to the store from where they were lifted.

The outside Punjab firms can get their transformers damaged within warranty period, repaired from some Punjab based firms, provided such Punjab based firm is already repairing transformers for PSPCL or supplying new transformers. Any other Punjab based firm can also be allowed to repair such transformers if it is found to be suitable by PSPCL. However, PSPCL shall have no direct dealing with such firms except for giving permission to the Parent firm and all contractual obligations shall rest with Parent firm/supplier/contractor. Such replacement shall be effected by the supplier/contractor within a reasonable time not exceeding 3 months of the intimation of failure/damage. This period of three months includes lifting of the T/Fs 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 3 months, full cost of transformer(s) shall be recovered from the supplier/contractor. 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 cost of transformer shall be as per purchase order for new transformers, for repaired transformers the cost shall be taken as 70% of the cost of new transformer as per latest P.O.

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

**Note:- The warranty clause may be got amended suitably as per the requirement of a particular organization from the Director Incharge.**

## **18.CHANGES**

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

## **19. DISPATCH INSTRUCTIONS**

The material will be required to be dispatched as per the dispatch instructions issued by the PSPCL. However, efforts shall be made to rationally consign the material on truck load basis to as minimum number of stores as possible.

## **20. RAW MATERIAL**

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

## **21. SAMPLES**

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

## **22. INSPECTION AND TEST**

- a) PSPCL shall inspect, examine and test the equipment/material through its official (s) and/or through an outside agency nominated by the PSPCL at the manufacturer's/ supplier's work, during or after the manufacture of goods prior to dispatch, on receipt of clear notice of minimum two weeks in advance, to be

reckoned from the date of receipt by the purchaser. The supplier/Contractor shall provide all facilities as may be required to carry out the test in accordance with approved standards free of cost.

b) The concerned Head of Department shall get the stage inspection of Transformers carried out at supplier's works.

c) On receipt of material in the stores/workshops, PSPCL shall inspect the material at random as per provision of the Purchase order/contract irrespective of the fact whether or not, it has been inspected before dispatch. If the shortage/deviation from declared quantity /specification is noticed, the same shall be reported immediately by the consignee to the supplier, under intimation to all concerned. On receipt of such intimation from consignee(s), the CE in charge of the stores/workshops shall fix a date and time for joint verification under intimation to the supplier & all concerned giving minimum 10 days-time. The checking shall be carried out in the presence of firm's representative at Destination Station and in case the firm's representative does not happen to be present at destination on the specified date & time so fixed, then PSPCL 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, PSPCL reserves the right to reject the entire lot at the risk and cost of the supplier.

In case of repeated shortages/discrepancies the firm shall be liable for suspension of business dealings/black listing. This is without prejudice to the other rights arising/accruing to the purchaser under various clauses of the Tender specification & Purchase Order-Cum-Contract.

### **23. TEST CERTIFICATE AND INSTRUCTION BOOK**

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

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

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

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

### **24. 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.

## **25. CANCELLATION OF PURCHASE ORDER**

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

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

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

In case the supplier refuses to accept the offer, then the purchase order shall be cancelled without any financial liability on PSPCL. However, if the supplier is debarred as per Regulation 10 (x), then the cancellation of purchase order shall not have any effect on the debarred status of the supplier.

The authority to cancel the Purchase order/contract in above cases shall be the concerned Head of Department in cases decided by BoDs/WTDs/CPC/PPC/PPC(General).

## **26. JURISDICTION**

All legal proceedings in connection with the Purchase Order/Contract shall be subject to the territorial Jurisdiction of the local Civil Courts at \_\_\_\_\_

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

## **27. ARBITRATION**

a) If at any time any question, dispute or difference, whatsoever, shall arise, between the Purchaser/PSPCL and the Contractors/Suppliers, upon or in relation, to or in connection with the Purchase Order/Contract, either party may forthwith give to the other, notice in writing of the existence of such question dispute or difference and the same shall be referred for sole arbitration as per the provisions of the Indian Arbitration Act,1996 (amended upto date) who shall give a reasoned/speaking awards. The award of the Sole Arbitrator shall be final and binding on the parties under the provisions of the Indian Arbitration Act, 1996 (amended upto date) and of the rules there-under. Any statutory amendment, modification or re-enactment thereof for the time being inforce, shall be deemed to apply to and be incorporated in the Contract/Purchase Order.

b) Upon every or any such reference, the cost and incidental expenses to the reference and award shall be at the discretion of the Sole Arbitrator so appointed who may determine the amount thereof or direct the same to be taxed as between Solicitor and Client or as between party and party shall direct by whom and to whom and in what manner the same is to be borne and paid.

c) The work under the Contract shall, if reasonably possible, be continued during the proceedings of the arbitration and no payment due/ payable to the firm by the Purchaser/PSPCL shall be with-held on account of such proceedings.

## **28. ORDER PREFERENCE**

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



- a) The rate of Punjab based firms shall be de-escalated by 15% for all the units (i.e. 100\* Quoted Rates/115). For these firms quantity upto 20% of the total ordered quantity may be reserved provided their de-escalated rates fall below the lowest rates considered for the placement of purchase orders/ contract. For the purpose of allocation of quantity against Order Preference, the merit position of the Punjab based eligible firms shall be prepared separately. However, where the Punjab based firms qualify amongst the lowest bidders on their own quoted rates, they shall also form part of the original merit list without order preference for the purpose of allocation of quantity.
- b) Purchase order on the Punjab firm claiming order preference & found eligible as per clause (a) above would be placed on the lowest rates (L-1) considered for the placement of purchase orders/ contract
- c) The Punjab based firms claiming order preference shall be required to furnish an undertaking in prescribed form (Annexure-II) on a non-judicial stamp papers of appropriate value duly notarized to the effect that they shall execute the order if placed on them under 'Order Preference' as per the Tender specification. Such undertaking shall be submitted by the Punjab based firms latest by 5:00 PM on the day of opening of price bid and duly acknowledged by the concerned office.
- d) In case no such undertaking is furnished by the Punjab based firms, who are otherwise eligible for claiming 'Order Preference' as per the Tender specification, their Tender shall not be considered for placement of any order under Order Preference. In the event of refusal by the Punjab based firms to execute the purchase order/contract at their quoted rates or offers made under Order Preference as per 'a' and 'b' above as the case may be after furnishing the above undertaking as per Annexure II their earnest money shall be forfeited apart from initiating further administrative action, such as suspending business dealings blacklisting etc.

## 29. 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.

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

### (e) 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.

### 30. INFORMATION REGARDING LIST OF BANKERS, THE PURCHASER DEALS WITH

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

### 31. REVERSE AUCTIONING (RA)

The following procedure and terms & conditions shall be applicable for Reverse Auction in PSPCL:-

- All the Bidders shall be assigned a unique user name and password by e-tendering agency of PSPCL. Bidders are advised to change the password after the receipt of initial password from PSPCL 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.
- Bidders shall be required to submit their acceptance to the stipulated terms and conditions before participating in the R.A.
- Online Reverse Auction shall be conducted by PSPCL on pre-specified date and time for duration of 1 Hour. The bidders may quote the bids from their own offices /place of their choice. Internet connectivity is to be ensured by bidders themselves.
- All 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.
- The 'Opening Price' i.e. start price for RA shall be decided by PSPCL. Bid Decrement shall be **0.1%** of L-1 Bid Price obtained against a particular tender enquiry upon the opening of Price Bid of tender.
- Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:-
  - a) Start Price
  - b) Decrement Value
  - c) Rank of the bidder
  - d) Current Bid value of the Bidder (Total Bid Price)
  - e) Best bid in the Auction (Current L1 price)
  - f) Next Valid Bid (Total Bid Prices to be quoted in order to become L1)
  - g) Minimum Bid Price (Bidder to enter his minimum Bid Price here)
- Bidder may become 'L1 Bidder' by offering a price equal to or lower than the 'Next Valid Bid' and this shall continue as an iterative process.
- **Auction Extension Time** : If a valid bid is placed within 5 minutes of End Time of the RA, then Reverse Auction duration shall get automatically extended for another 5 minutes from the existing end time. It may be noted that the auto extension will take place if a valid Bid comes in those last five minutes. If a bid does not get accepted as the lowest Bid, the auto-extension will not take place even if the bid might have come in last five minutes. The above process shall continue till no valid bid is received in last 5 minutes which shall mark the completion of reverse auction. The bidders are advised not to wait till the last moment to enter their bid so as to avoid complications related to

internet connectivity, network problems, system crash down, Power failure etc. No request for extension in time period of RA due to any of the above reasons shall be entertained by PSPCL.

- If no bid is received within the specified time duration of the online RA, then PSPCL shall reserve the rights to scrap the online RA process and proceed with the L-1 Bid Price received through e-tendering for further processing.
- After completion of online Reverse Auction, the Closing Price (CP) shall be considered as L1 rate for further processing including negotiations (if required). Based on the final price quoted by bidders, the successful bidders shall be required to submit summary of Final Price in prescribed format (Summary of Final Price-Reverse auction, Uploaded by PSPCL in Excel Sheet) within 2 hours 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.
- **Proxy Bids:-** Proxy bidding feature is a pro-bidder feature to safeguard the bidders' interest in event of internet failure or to avoid last minute rush. The proxy bidding feature allows bidder to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum bid price that the bidder is willing to offer. Here, the software shall automatically bid on behalf of the bidder who has quoted the lowest "Minimum Bid Price", the price which is one decrement less than the next bidder's bid price. This obviates the need for the bidder participating in the bidding process until the minimum bid amount is detrimentally reached by other bidders. When any bidder quotes a price lower than the existing lowest bid amount, the bidder (who had earlier submitted lowest proxy bid) has an option to once again start participating in the bidding process by quoting a price equal to or lower than the next valid bid price. However it may please be noted that if the current bid matches the minimum bid of the lowest bidder submitted earlier, the bid submitted 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).
- PSPCL shall reserve the rights to cancel/reschedule the RA process/ tender at any time, with due intimation to all concerned, without assigning any reason.
- Other terms and conditions shall be as per bidder's Techno-Commercial offers and as per PSPCL's bidding documents and other up to date correspondence (if any).

### SCHEDULE 'F'

- (Referred to Regulation 14 & 15)
- 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-1**

**(Referred to in Regulation -22)**

**CONTRACT AGREEMENT FORM**

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

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

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

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

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

This agreement 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**

**(Referred to in clause 28 (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.P.C.L Tender Enquiry No.-----opened on -----against which we have submitted our offer dated ----- . We undertake to execute the order/contract upto a maximum of -----nos. /quantity if placed/awarded on/to us even by counter offer at the rates worked out by Punjab State Power Corp. Ltd. in accordance with its Purchase Regulations. It is further understood that in the event of refusal by us or failure on our part to execute the order/contract (in full or in part) placed/awarded on/to to us under ‘Order Preference’ on any account what-so-ever, the Punjab State Power Corp. Ltd. shall have the right to forfeit the Earnest Money/ PEMD deposited by us and we shall have no claim for the refund thereof. The Punjab State Power Corp. Ltd. shall also have the right to suspend business dealings/blacklist with/my/our firm, without prejudice to other rights accruing to the Punjab State Power Corp. Ltd. under the Purchase Order/Contract if placed/awarded on/to us.

Signature of Constituted attorney