



# **LIMITED TENDER**

**FOR**

**PROCUREMENT OF PUSH FIT TYPE OR ROTO TYPE  
TAMPER EVIDENT POLY CARBONATE SECURITY  
SEALS**

**TENDER NO. STQ 6033**

**PUNJAB STATE TRANSMISSION CORPORATION LTD.  
(REGD. OFFICE: PSEB HEAD OFFICE, THE MALL, PATIALA)**

**OFFICE OF CHIEF ENGINEER/ TS, SHAKTI SADAN,  
MALL ROAD, OPPOSITE KALI MATA MANDIR, PATIALA - 147001.**



**PUNJAB STATE TRANSMISSION CORPORATION LIMITED,**  
**Regd. Office: PSEB Head Office, The Mall, Patiala-147001**  
**Office of Chief Engineer/Transmission System,**  
**Shakti Sadan, Patiala-147001**

Telephone: 0175-2303676

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**Limited Tender Notice**

Tenders are invited for supply of the following material as per PSTCL's Tender Specification **STQ 6033**

Tender Specification No:	<b>STQ 6033</b>	Qty. (Nos.)
Short Description	Procurement of push fit type or Roto Type tamper evident Poly carbonate Security Seals	10000
Last Date for Bid submission	----- upto 1100 Hrs	
Bid Opening	----- at 1130 Hrs	
Payment Mode:	By Demand Draft	
Payment in Favour of :	AO/CPC, PSTCL, Patiala.	

**CONDITIONS:**

1. Only Firm Prices shall be acceptable. Offer with variable prices shall be rejected.
2. Demand Drafts towards Cost of Specification Rs.500/- (Five Hundred Only) and Rs 5000/- (Five Thousand Only) towards Earnest Money Deposit must be submitted in separate envelopes in favour of AO/CPC, PSTCL, Patiala. It shall be clearly indicated on the envelope that DD of Cost of Specification/EMD is enclosed there in. General Terms & Conditions shall be referred for more details.
3. If the day fixed for opening of tenders happens to be a holiday, the same will be opened on next working day at the same time and at the same place.
4. Tenders must be valid for 120 (One hundred twenty) days.
5. PSTCL reserves the right to reject any or all the tenders received and also to increase or decrease the NIT quantity without assigning any reason(s) thereof.
6. Conditional tenders / telegraphic / fax / E-mail tenders shall not be accepted.
7. Detailed specification may be downloaded from PSTCL website [www.pstcl.org](http://www.pstcl.org).

**Dy. C.E. /TS (D)**  
**PSTCL, Patiala**

**PUNJAB STATE TRANSMISSION CORPORATION LIMITED**  
**SPECIFICATION FOR POLYCARBONATE SEALS**

**1. SCOPE:** This specification covers the design, manufacture, testing, pre-despatch inspection, supply and delivery of patented Push fit type or Roto Type tamper evident poly-carbonate security seals for sealing of various equipment e.g. Cables, ACSR conductor, Transformer Oil Drums etc. during pre dispatch inspection for prevention from tampering. The intent of specification is to provide sealing arrangement which can easily be justified in the court of law if violated without authority by the Consumer/ other entities.

**2. APPLICATION:**

The Seals will be used for sealing of samples of various equipment by inspecting officers during pre-despatch inspections.

**3. CLIMATIC CONDITIONS:**

The seals shall be suitable to work satisfactorily under the following climatic conditions: -

- |                                 |                                |
|---------------------------------|--------------------------------|
| i) Minimum ambient temperature  | = (-) 5° C                     |
| ii) Maximum ambient temperature | = 55° C                        |
| iii) Minimum relative humidity  | = 26%                          |
| iv) Maximum relative humidity   | = 95%                          |
| v) Altitude                     | = Up to 1000m above sea level. |

**4. GENERAL & TECHNICAL REQUIREMENTS:**

**4.1** Seals shall be push fit type tamper evident with double anchor type locking arrangement or unidirectional rotating type locking arrangement. Both types of seals shall be of patent design only i.e. the manufacturer should have official right to manufacture the seals. For this, bidder shall furnish along with tender an attested copy of "Patent Certificate" and/or "Registration of design certificate" in their name from the Controller of patent and design along with the copy of approved design

**4.2 Material of seals:**

The raw material used shall be of superior grade polycarbonate having following properties: -

- |                       |   |
|-----------------------|---|
| - Melting Temperature | - More than 140° C  |
| - Softness            | - Hard  |
| - Durability          | - Resistant to worst outdoor weather effects.                               |
| - Transparency        | - Long-time transparent for female and opaque/ transparent for male portion |

The firm shall furnish certificate that poly carbonate material used is of high grade.

**4.3** Seals should have one piece construction with Male and female portion connected with flexible polycarbonate or with leash wire duly moulded in male and female portion. Any attempt to separate the leash wire from the body of the seal should be tamper evident.

Detail of parts is as under:

**a) Body (Female portion/ capsule)** – It should have an internal locking mechanism to accept and secure anchor with jaws along with the sealing/ leash wire. The holes on the body of seal (female portion) used for passing sealing wire should be just sufficient for passing the wire at the entry/ exit. Holes of large dia should be avoided.

**b) Male Portion (Anchors/Insert):**

i) Male portion (anchor) should consist of jaws/ teeth (minimum two pairs) to facilitate locking inside the body for push fit type seals. Pressing of Jaws/teeth with plier, before insertion in female portion should not affect the seal.

ii) In Roto type seal the male portion (insert) shall be integrally embedded in the body (female part). Its movement shall preferably be rotational and unidirectional. The movement of the insert relative to body, so as to wrap the seal wire, shall be achieved with the help of suitable knob/tab to be provided on the insert. Tab shall be easily breakable once the seal is fixed so that insert can't further be moved.

**c) Sealing/ leash wires:** Leash wire should be Multistrand twisted/ spiralled robust non-corrosive & non-magnetic stainless steel wire of dia **0.85±0.05mm**. It shall conform to IS-280 and its length shall be minimum 6 inch. One end of wire shall preferably be integrally embedded in the seal body during the process of moulding it-self. Other end of wire shall be brazed to keep the strands together. The wire should not break if twisted by hand. However, when more than two strands are used in the leash wire, on cutting, the multistrand steel wire the strands should open up so that the wire after cutting can't be reinserted in hole so as to check concealable tempers.

**4.4** The seal body / shape can be flat, round, square, rectangle, hexagonal, octagonal or Bucket type or any design with provision for 7 digit highly visible non-repeating sequential serial numbering done with thermo-engraving or laser printing using sophisticated machinery and having capability to emboss confidential codes/ emblem/ monograms as security features. The name "PSTCL" and logo as given in Annexure-I, enclosed with this specification, shall appear at a suitable place on the seal body. The serial number shall be distinct and shall be provided on seals.

**4.5** For the security purpose confidential code encryption shall be provided inside/on the female/male portion respectively.

**4.6** The male portion with Teeth/ Jaws when pressed into the body should get firmly locked and should not loose its properties or come out when excess pressure is applied and when such conditions occur, the seal should get damaged or it should leave visible traces of tampering.

**4.7** The seal shall be weather resistant & UV rays resistant. Various components of seal should not develop cracks or deshape or dis-colour due to atmospheric changes while in use over a period of time.

- 4.8** Seals shall be capable to withstand temperature upto 135° C without any damage/ deformations. However, the bidder will indicate the maximum temperature which the seal can withstand without any deformation.
- 4.9** After assembly, no space should be left between male & females parts so as to avoid insertion of fine tools like Blade, sharp instruments to tamper with in hot or cold condition.
- 4.10** The seal should be capable of single stage assembly without use of plier/ tools.
- 4.11** The seal is to be designed for single use and shall not accidentally open & must be cut by cutting pliers for removal.
- 4.12** Any attempt of tampering by external heat, mechanical force (penetration, drilling, cutting, bending or pulling) or chemicals/ solvents should be easily evident and should leave traces of tamper for detection.
- 4.13** The weight of seal and dimensions of seal should be mentioned in the quotation under Guaranteed Technical particulars.

**5. DRAWING & LEAFLETS:**

Drawing or technical leaflet showing clearly the general arrangement and functioning of seal should be furnished along with the tender.

**6. TYPE TEST CERTIFICATES:**

The manufacturer shall furnish the following type test certificates along with tender. A copy of relevant standards shall also be furnished.

- i) Heat Resistance Test.
- ii) Tensile Strength Test for the sealing/leash wire.
- iii) Corrosion Resistance Test for the sealing/leash wire.

**7. SAMPLES:**

At least 10 samples are to be furnished along with the tender. The samples will be non-returnable and tenders without samples shall be rejected. Sample to be submitted shall contain PSTCL Logo (Annexure-I), Security code of three digit (Inside portion of male part and 7 digit non-repeating sequential serial number which will be either laser printed or thermo engraved).

**8. PACKING:**

The seals will be supplied in good quality packing bearing PSTCL logo, P.O. No. & date with approx. 100 nos. seals per pack. Sr.No. of the seals in each box will be marked on the box. The box will have a facility to be sealed in a foolproof manner.

**9.** Offers of only those manufacturers shall be considered who have in house manufacturing and testing facilities.

PSTCL Logo



## Annexure-II

### General Instructions

1. Bidders must have VAT/TIN registration no. failing which order will not be placed.
2. The particulars of the firm i.e. Names & addresses of Directors of the firm, their income tax permanent Account Number. Income tax return & turnover of the firm for the last three years and any other specific allied information on the following Performa shall be supplied along with the tender:-

Name of the firm	Name of Directors / Partners	Income Tax PAN of firm	Turn over of the firm (Last three years)

This is a two part bid:

- a) Part-I-Earnest Money

The first part will consist of cost of specification and earnest money deposit in the form of demand drafts in favour of AO/CPC, PSTCL, Patiala

- b) Part-II-Commercial, Technical & Price Bid

The second part will consist of technical details/GTPs, schedule of deviations, requisite quantity of samples, Price details along with ED, CST, Entry tax, Punjab sales tax etc., all other terms and conditions including discount, if any.

The Cost of Specification/EMD fees envelope will be opened first. Part-II of the bids shall be opened only if the Cost of Specification/EMD deposit has been submitted by the bidder as per requirement of specification. After opening part-II of the bids (Technical/Commercial), the bids will be evaluated by PSTCL.

### 3. Break Up Of Prices:

The break up of FOR Destination prices as quoted should be given along with the tender in the attached Performa-I. The prices given in the Performa-I shall be final as such; any discount for any term related to price shall be specified in the schedule. The other details given in tenders anywhere also will not be considered.

The tenders will be submitted as per NIT/Tender Specification complete in all respects and deviations from notice inviting tenders/tender specification shall be clearly brought out by the bidder in Performa-III attached. No post tender development shall be allowed regarding any change in terms or price or technical specification.

### 4. Manufacturer's Name:

The name of manufacturer and place of manufacture (for each item) shall be indicated in the tender.

### 5. Other Instructions:

- a) Proposal/ Tender should be submitted in Triplicate (3 sets) alongwith one soft copy (CD) of each bid in MS Word format in separate sealed envelopes (without price bids). Each copy should be separately tagged and clearly marked as `Original', `Duplicate' and `Triplicate'. Pages of each copy of the Proposal/ tender bid should be paged consecutively along with its enclosures/ manuals/ certificates/ performa etc., flagged properly wherever required in the file/ folder along with comprehensive index at the very beginning.
- b) The bidder revising their offer or withdrawing the same within the validity period after opening of the tenders are liable to be ignored/black listed.
- c) PSTCL reserves the right to place the order as a whole or part and to reject any or all tenders received without assigning any reason.
- d) The tender documents received after the due date and time will not be entertained at all, even if, they have been posted well before the due date.
- e) Tenderers should submit their offer in unambiguous wording failing which PSTCL's interpretation will be final.
- f) Any deviation in Technical and General conditions must be indicated in Performa-III (Deviations) only, otherwise it would be assumed that the material offered is entirely as per enclosed technical specification and general terms & conditions and acceptable to the bidder in t o.
- g) Proposals/ Tenders shall be received in the office of Dy. CE/ TS (D), Shakti Sadan, Mall Road, Opposite Kali Mata Mandir, PSTCL, Patiala up to specified time on the due date given in the tender notice. In case the due date of receipt/ opening of Proposals/ Tenders happen to be a holiday, Proposals/ Tenders shall be received and opened at the same time on the next working day.
- h) No conditional offers shall be acceptable. No FAX or Telegraphic offers shall be accepted.
- i) Various Performa have been attached to be filled in by the bidder. Any request for extending the due date of Proposals/ Tenders may not be considered. No printed general conditions of Sale attached with the tender shall be accepted. The bidders are required to fill and submit the various Performa along with the tender. The manufacturer shall submit an undertaking as per performa-VI
- j) All the bids shall be evaluated on the basis of prices quoted by the bidder irrespective of type of seal they are offering. All the qualifying (techno/commercially qualified) bid prices shall be compared and evaluated amongst themselves to determine the lowest bid.

**Dy.CE/TS(D)**  
**PSTCL, Patiala**



**GENERAL TERMS AND CONDITIONS:**

**1. EARNEST MONEY**

- i) In case of open and Limited tenders, the bidders shall be required to submit Earnest Money at the following rate in the form of PSTCL's Cash Receipt/ Bank Demand Draft in favour of "AO/ CPC, Punjab State Transmission Corporation Limited, Patiala " payable at Patiala along with the tenders.

EMD Details for this tender enquiry shall be as under:

Full Tendered Quantity Rs.5000/- (Five Thousand Only)

- ii) The following shall be exempted from depositing Earnest Money:-
- a. Suppliers having Permanent Earnest Money of deposit Rs.10.00 Lac with the TS organisation of the PSTCL, a certificate to this effect issued by the concerned Accounts Officer of the PSTCL during three months immediately preceding the due date of tender opening and showing the Serial Number/Account Number allotted in the Permanent Earnest Money Deposit Register shall be submitted by the firm in the envelope for Earnest Money.
- iii) In case of successful firm, earnest money shall be converted as security deposit and shortfall, if any, shall be got deposited for faithful execution of purchase order/contract.
- 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 Tenders.
- v) In case of tenders not accepted, the earnest money shall be refunded within 30 days of the award of Order/ Contract to the successful firm.

**2. SECURITY DEPOSIT:**

- a) The successful firm shall be required to submit security deposit for faithful execution of the purchase order/contract at the rate of two percent (2%) of order value rounded off to a multiple of Rs.10/- on the higher side.
- b) Ordinarily the earnest money received with tender shall be converted into security deposit. If the amount of earnest money received with tenders is more than the amount of security deposit required for the purchase order/contract, the balance shall be refunded and incase of 'short fall' the contractor/supplier shall be required to deposit the additional amount.
- c) The Tenderers having permanent deposit of Rs. 10,00,000/- with the Chief Engineer/ TS and hence exempted from depositing Earnest Money with Tenders, shall also be required to submit Security Deposit of 2% of order value in the form of Bank Guarantee within 30 days from the award of Order/Contract.
- d) On faithful execution of Purchase Order/Contract in all respects, including warranty period, if any, the security deposit of the firm shall be released by the Contracting/Purchasing Agency.
- e) In the event of default on the part of the firm 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 all other Superintending Engineers, Chief Engineers.

- f) The forfeiture of Security Deposit shall be without prejudice to any other rights arising or accruing to the PSTCL under relevant provisions of the Purchase Order/Contract, like penalty/damages for delay in delivery including suspension of business dealings with PSTCL for specific period.

### **3. INTIMATION TO THE AO/CPC AND CONSIGNEES:**

The Supplier will have to intimate the probable date of despatch 15 days in advance followed by telegraphic advance intimation regarding the actual date of R.R./LR to AO/CPC, Punjab State Transmission Corporation Ltd., Patiala to enable him to arrange payment, failing which demurrage, wharf age etc. will be to Supplier's account. A copy of such intimation should be sent to the consignee and Chief Engineer/TS, Shakti Sadan, Punjab State Transmission Corporation Ltd., Patiala-147001 also, for reference, immediately.

### **4. INFORMATION REGARDING LIST OF THE BANKERS,THE PURCHASER DEALS WITH:**

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

#### **i) State Bank of Patiala, The Mall, Patiala**

- a) The Railway Receipt/Goods Receipt and invoices etc. should be sent to the authorities to be specified in the Purchase Order.
- b) Any demurrage occurring as a result of sending Railway Receipts/Goods Receipts through a Bank other than the one with which the accounts of the Purchaser are operated will be to the account of the Supplier/Contractor.
- c) No goods will be accepted by the consignees unless accompanied by priced challans or invoices.

### **5. PRICES**

- i) The unit rates should be quoted FOR destination at any Railway Station in Punjab/Punjab State Transmission Corporation Ltd. Railway siding, where-ever existing or delivery at Punjab State Transmission Corporation Ltd. stores, through road transportation which will be treated as par with F.O.R. Destination The break-up of the FOR destination price should be given as under :-
  - a. The price of material inclusive of packing and forwarding forming part of production cost.
  - b. Packing cost not forming part of production cost, handling cartage etc. freight charges and transit risk insurance covered in FOR destination price.
- 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 tenders, to be paid at the rate as may be actually prevalent at the time of supply otherwise these elements shall be deemed to be included in the quoted prices and will not be paid extra. No taxes and duties will be payable on the element of cost quoted under sub clause (i) (b)
- iii) In case of rates ex-works/ex-godown, freight charges transit risk insurance, handling and clearance charges, should also be indicated.
- iv) The quoted prices should only be 'Firm'. 'Variable' prices shall not be acceptable.

- v) The rate quoted FOR destination or ex-works should be given in both figures and words and any overwriting, erasing, cutting etc. should be legible signed or avoided.
- vi) The prices tendered shall be such as to cover all the material destroyed under tests and no extra payment will be made for the material so destroyed.
- vii) Those firms who do not give break up of their rates as per spec. shall not be considered. Rates of ED/CST/VAT must be indicated separately. Price bids not indicating ex-works including packing & forwarding charges forming cost of production, freight & insurance charges applicable. ED, CST may be liable for rejection.
- viii) If any firm intends to supply the material/equipment from different works, then the unit FOR rates should be the same for all the works so that there is only one merit position irrespective of location of works. The offer of the firm with different FOR rates for different works shall be rejected.

## **6. VALIDITY**

The offer should be kept valid for at least 120 days from the date of opening and any withdrawal or modification of the offer shall not be permitted.

## **7. TERMS OF PAYMENT**

100% of the contract value pro-rata for each consignment of operationally complete equipment despatched after approval of inspecting Authority/Test Certificates etc. along with 100% Sales Tax, Excise Duty and other statutory levies as per contract shall be paid within 30 days against receipted challans subject to furnishing a Bank Guarantee of 5% of the amount valid for a period of three months after receipt of the material/equipment in good condition against that consignment. The payment shall be made through RTGS. For this purpose the following details/documents may be provided to AO/CPC, PSTCL, Patiala.

- a. Name and address of the beneficiary
- b. Name and address of bank
- c. Account no. of beneficiary
- d. IFSC Code
- e. Cancelled Cheque

## **8. DELIVERY SCHEDULE & CONSIGNEE**

The material shall be required to be delivered within one month from the date of receipt of PO cum Contract Agreement by the supplier.

## **9. CONTRACT:**

The detailed order issued in accordance with agreed terms and conditions and accepted/acknowledged by the firm shall itself form valid contract along with subsequent amendment, if any, and shall be construed and operated as such in terms of Indian Contract Act-1872 as amended up to date. It will be obligatory on the part of the successful Tenderer to execute within 30 days of the receipt of detailed order, a legal contract agreement on non-judicial stamp paper of the appropriate value. The detailed Purchase Order so issued shall be termed Purchase Order-Cum-

Contract Agreement. The contract shall be made in duplicate and one copy will be retained by each party.

#### **10. PENALTY/DAMAGES FOR DELAY IN DELIVERY**

If the supplier fails to deliver the material/equipment within the stipulated delivery period of the Purchase Order/Contract, the same is liable to be rejected and if accepted, the supplier shall be liable to pay as penalty charges, a sum of 0.5% (half of one percent) of the cost of undelivered supply/incomplete equipment per month of delay or part thereof, not exceeding maximum limit of 5% of the cost of complete unit of undelivered equipment so delayed. There will be a slack of one month that will not entail any penalty and will not involve any additional financial implication. Delay beyond slack period will attract penalty for the period of delay including slack period.

#### **11. EXTENSION IN DELIVERY PERIOD**

Any genuine delay in approval of technical details, drawings, samples, issuance of amendment of purchase order, conducting inspection and approval of inspection. Test Report/Test Certificates for allowing despatch etc. will count towards extension of the delivery period by corresponding period other than admissible under Force Majeure conditions, if any substantiated by the supplier and duly accepted by the purchaser. No extension in delivery shall be granted in case of delay in payment. However, for delayed payments beyond stipulated period as per terms of payment clause, compensation shall be credited @ 0.5% of the payment so delayed per month or part thereof to be adjusted against penalties levied or to be levied subject to a maximum of penalty leviable due to delay in deliveries under the contract.

#### **12. NEGLIGENCE AND DEFAULT:**

In case of negligence on the part of supplier/contractor to execute the order/contract with due diligence and expedition to comply with any reasonable orders given in writing by the Purchaser in connection with the Purchase Order/Contract of any contravention in the provisions of the Purchase order/contract, the Purchaser may give 21 days notice in writing to the supplier/contractor to make good the failure or neglect or contravention and if the supplier/contractor fails to comply with the notice within time considered to be reasonable by the purchaser, he will suspend terminate business dealing with the firm for specific period.

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

#### **13. FORCE MAJEURE:**

During the pendency of the contract/purchase order, if the performance in whole/part by either party or any obligation there under, is prevented/delayed by causes arising out of any war, hostilities, civil commotion, acts of the public enemy, sabotage, fire, floods, explosions, epidemics or non-availability of Government controlled raw-material under order/Instructions of Central/State Government regulations, strikes, lockouts, embargo, acts of Civil /Military authorities or any other 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.

#### **14. SALE TAX**

##### **A) Value Added Tax**

The VAT as applicable shall be paid against documentary proof of submission of following certificates:

- a) Certified that the transaction on which tax has been claimed has been/will be included in the return submitted/to be submitted to the Sales Tax Authorities for the assessment of the tax and amount claimed from the PSTCL has been/will be paid to the Sale Tax Authorities.
- b) Certified that the goods, on which Tax has been charged have not been exempted under the Rules made there under and the charges on account of the sale tax on these goods, are correct under the provision of the relevant Act or rules made there under:
- c) Certified that we shall indemnify the PSTCL in case it is found at a later stage that wrong/incorrect payment had been made on account of Tax paid by us.
- d) Certified that we are registered dealers and our Registration No. is -----

##### **B) Central Sales Tax:**

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

- i) When the Central Sales Tax is to be paid by the PSTCL, a declaration Certificate in Form-`C' will be issued by the concerned AO on receipt of material.
- ii) When the tax is to be paid by the Supplier a declaration certificate in Form-`C' will be issued by the concerned AO subject to submission of the following certificates: -
  - a) Certified that the transaction on which tax has been claimed has been/will be included in the return submitted/to be submitted to the Sales Tax Authorities for the assessment of the Sales Tax and the amount claimed from the Punjab State Transmission Corporation Ltd. has been/shall be paid to the Sales Tax Authorities.
  - b) Certified that the goods, on which Sales Tax has been charged have not been exempted under Central Sales Tax Act or the Rules made there under and the charges on account of the sale tax on these goods, are correct under the provision of the relevant Act or rules made there under:
  - c) Certified that we shall indemnify the PSTCL in case it is found at a later stage that wrong/incorrect payment had been made on account of Sales Tax paid by us.
  - d) Certified that we are registered dealers under the Central State Sales Tax Act and our Registration No. is -----
- e) Certified that payment has been made under protest. The bills for the Sales Tax and insurance charges, if any, should be submitted separately. A declaration certificate in form 'C' will be issued by

AO/CPC, Punjab State Transmission Corporation Ltd. PATIALA for all supplies received during a particular accounting year.

The firms indicating NIL or concessional rate of CST/ST in their tenders will have to absorb the CST/ST up to full rate applicable at the time of tendering. The firms which do not agree to this stipulation or indicate C.S.T. as extra without indicating applicable rate shall be loaded with maximum rate.

#### **15. EXCISE DUTY:**

Central Excise Duty if applicable will be paid at the rates prevailing during the contractual delivery period on actual basis. The following certificates shall have to be furnished along with invoice-cum-gate pass duly signed by 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 of the firm:

- a. Certified that the transaction on which the Central Excise Duty has been claimed has been/shall be included in the return submitted/to be submitted to the Central Excise Authorities and amount claimed from the PSTCL has been/shall be paid to the Central Excise Authorities.
- b. Certified that the goods on which Excise Duty has been charged have not been exempted under Central Excise Duty rules and that the Central Excise charged on these goods is not more than what is payable under the provision of relevant Act or rules made there under.
- c. Certified that we shall indemnify the PSTCL in case it is found at a later stage that wrong or incorrect payment has been received on account of Excise Duty, amount paid will be refunded. The benefit/credit of the CED under MODVAT Scheme duly authenticated by the authorities/representatives of the Central Excise Dept. shall be allowed to the Purchaser in the invoice of concerned equipment. In case Central Excise staff refuses to issue a separate gate pass indicating the excise duty claimed from you, the original invoices raised for the supply of the equipment will bear a certificate from the Central Excise staff to the fact that Excise Duty has been charged from you and the amount so charged will be indicated.

The firms indicating nil or concessional rate of E.D. in their tenders will have to absorb E.D. up to the final rate applicable at the time of tendering. The firms, which do not agree to this stipulation or indicate E.D. as extra without indicating the applicable rate be loaded with maximum rate of excise duty.

#### **16. INSURANCE:**

- i) The rates are required to be quoted on FOR destination basis and it is the responsibility of the Supplier to deliver the goods in sound condition FOR destination and for that purpose the Supplier may at his option insure the material against all risks at his own cost during transit for full delivered value of the material upto destination. All works in connection with making and settling of claims, if any, with Railway Authorities and or Insurance Company shall be carried out by the Contractor for which no extra payment shall be made by the PSTCL. However, necessary assistance required in connection with making and settling of such claims, if any, shall be provided by the consignees.
- ii) All damages and/or shortages during transit as covered by the insurance shall be made good immediately on receipt of such information from the consignees without waiting of settlement of claim. However, in case of apparent damage and or shortages, the consignees shall obtain the

- loss/ damage certificate from the Railway authority and send the same to the Contractors within a period of thirty days from the date of receipt of material. A certificate shall be submitted by the Supplier/ Contractors with each bill to the effect that the material has been duly insured.
- iii) The consignees shall report losses and damages to the firm within 30 days of arrival of the equipment at the site. It will, however, be supplier's responsibility to prefer timely claims on the insurance underwriters and to arrange replacement thereof to the consignees.
  - iv) The suppliers shall be wholly responsible for the loss, shortages, and damages etc. during transit, Such shortages and damages etc. will have to be replaced/repared by supplier/ contractor free of cost immediately without waiting for maturing of the Supplier's/Contractor's claims with the Road Transport/Railway Authorities.
  - v) In case replacement/repair of defective material is not carried out within six months of intimation of damages, supplier shall have to pay interest at the rate of 12% per annum on the advance payments made by the Punjab State Transmission Corporation Limited (PSTCL) 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 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 5 years from the date of despatch provided the Purchaser gives prompt written notice of such defects to the supplier/contractor. Such replacement shall be effected by the Supplier/Contractor, within a reasonable time not exceeding 6 months of the intimation of defects. Supplier's /Contractor's responsibility arising out of supply of material or its use whether on warranties or otherwise shall not in any case exceed the cost of correcting the defects or replacing the defective part/material and upon the expiry of the warranty period stipulated above, all such liabilities shall terminate.

The above provision shall equally apply to the material so replaced/repared by the supplier/contractor under this clause in case the same is again found to be defective within 5 years of its replacement /repair.

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

#### **18. CHANGES:**

No variation of 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. OCTROI CHARGES:**

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

**20. DISPATCH INSTRUCTIONS:**

The material is required to be despatched to designated PSTCL Consignee/ stores as per dispatch instructions issued by PSTCL.

**21. RAW MATERIAL:**

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

**22. SAMPLES:**

Samples must be supplied by the contractor's/supplier's free of cost at the purchaser's office alongwith tender. Ordinarily samples will not be returned to the tender/supplier. However, expensive samples, the return of which is desired by the supplier/contractor, will be returned to him at his risk and cost.

**23. INSPECTION AND TEST:**

a) Inspection of the material shall be carried out by the authorized representative(s) of PSTCL at the premises of the vendor and they will be provided all facilities as may be required to carryout the inspection and tests in accordance with the approved sample free of cost. Tests shall be carried out as per relevant Specification/ISS before dispatch. Internal test certificates of the lot offered for inspection shall be supplied by vendor to the inspecting engineers.

b) CE/TS shall get stage inspection carried out at random at supplier works.

c) The random testing of material in the stores irrespective of the fact whether or not it was it was inspected before dispatch shall be carried out by Punjab State Transmission Corporation Ltd. and in case of any failure the entire lot shall be rejected at the risk & cost of the supplier

**24. TEST CERTIFICATE AND INSTRUCTION BOOK:**

The supplier/contractor shall be required to furnish to the Purchaser's Office/consignees, wherever necessary, the following document alongwith the consignment.

i.	Printed Pamphlets/Catalogues	2 Copies
ii.	Instruction books	10 Copies
iii.	Drawing	2 Copies
iv.	Any other relevant information (to be in-corporate at the time of placing the Purchase order) In case the goods have not been inspected/tested at the manufacturer works by a representative of the PSTCL, the supplier/contractor shall furnish the following certificates along with consignment for facility of the consignees.	2 Copies
a)	Type test certificates	
b)	Routine Test Certificates.	



## **25. MATERIAL & WORKMANSHIP:**

All the materials used in the manufacture of equipment shall be of the best quality obtainable of their respective kinds and whole of the work shall be of the highest class, well finished and of approved design.

## **26. PACKING:**

All material should be suitably packed for transportation direct to the consignee and the Supplier shall be responsible for all damages/losses due to improper packing. All boxes shall be marked with the signs indicating up and down sides of the boxes and also unpacking instructions considered necessary by the Supplier. The contents of boxes shall have place marks corresponding to the number in the packing lists to enable easy identification. The prices quoted by the Tenderers shall be deemed to include the cost of packing

## **27. PLACE(S) OF MANUFACTURE:**

The equipment shall be brand new. The tenderer shall state the make, place(s) of manufacture as well as the places of testing and inspection of the equipment offered in his tender. It shall also be stated whether the equipment offered carries ISI: certification mark or not. The material carrying ISI mark will be preferred.

## **28. CONSTITUTION, EXPERIENCE AND FINANCIAL STANDING:**

The Tenderers should 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 partnership, a copy of the partnership deed, particulars of partners.
  - iii. If a proprietary concern, the standing of the proprietor and if registered with the registrar of Companies/Firms, their registration No.
  
- b) In case of authorized representative:
  - i) Name & particulars of manufacturers.
  - ii) Certified copy of the Instrument of Authorization of the Supplier/ Manufacturers.
  
- c) Experience and standing in the market.
  
- d) Particulars of Purchase Orders/Contracts executed with this Punjab State Transmission Corporation Ltd. and other Punjab State Transmission Corporation Ltd./Government Department as per "Performance Schedule" attached herewith as 'Annexure-D'.
  
- e) Financial Position:
  - i. Balance sheet for the last three years including Trading, Manufacturing, Profit and Loss Account.
  - ii. Bank references.

## **29. CANCELLATION**

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

## **30. JURISDICTION**

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

## **31. ARBITRATION**

- a) If at any time, any question, dispute or difference, whatsoever, shall arise between the purchaser/ PSPCL and the contractor/suppliers, upon or in relation to or in connection with the P.O. /contractor, either party may forthwith give to other, notice in writing of the existence of such question, dispute or difference and the same shall be referred for sole arbitration of a nominee of the purchaser/ PSTCL who shall give a reasoned/speaking award. The award of the sole arbitrator shall be final and binding on the parties under the provision of the Indian Arbitration Act, 1996 and of the rules there-under. Any statutory amendment, modification or re-enactment thereof for the time-being in force, shall be deemed to apply to and be incorporated in contract/P.O. It will not be objectionable if the sole arbitrator is an officer of the PSTCL and he has expressed his views on all or any of the matters in question of dispute or difference.
- b) Upon every or any such difference, the cost of and incidental to the reference and award respectively, shall be in the discretion of the Sole Arbitrator so appointed who may determine the amount thereof or direct the same to be fixed as between solicitor and client or as between party and party and shall direct by whom and to whom and in what manner the same is to be borne and paid.
- c) The work under the contract shall, if reasonably possible, continued during the arbitration proceeding and no payments due or payable by the purchaser/ PSTCL shall be withheld on account of such proceedings.

## **32. FAKE INSPECTION CALLS:**

If the firm does not get the material inspected when the inspecting officer (s) visit their works after receipt of inspection call on one pretext or the other, it will have to bear TA/DA for the journey performed by such inspecting officers (s) which shall be Rs. 15000/- (outside Punjab) & Rs. 5000/- (within Punjab) per visit of inspecting officer (s). Beside the recovery against each fake call, a letter of warning shall be issued and it shall be Rs. 15000/- & Rs. 5000/- per visit of inspecting officer (s) respectively in case the material fails during inspection.

## **33. ORDER PREFERENCE:**

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

- a) The rate of Punjab firms would be de-escalated by 15% for all the Units. For Punjab based firms, upto 20% of the total quantity could be reserved provided they fall in the consideration zone after

application of price differential. For this purpose, the merit position of the Punjab firms should be prepared separately. However, where the Punjab firms qualify amongst the lowest bidders on their own quoted rates, they shall form part of the original quoted list for purposes are placing orders. Their position in the comparative statement shall be shown accordingly for the purpose of comparative statement.

- b) The zone of consideration for placing of purchase order/ contract would there after be demarcated taking into account the quantity of material required as per NIT and the quantities offered by the different tenderers.
- c) The purchase on the Punjab firm claiming order preference and falling within this zone would be placed on the lowest rate of the firm not claiming order preference within the zone of consideration or on the concerned Punjab firm's own quoted rate whichever may be lower.
- d) In the even of zone of consideration ending at the de-escalated rate tendered by firm claiming order preference, the rate to be allowed to such firms shall be the next quoted rate by the firm not claiming order preference or the concerned firm's own quoted rate, whichever may be lower.
- e) The Punjab based firms claiming order preference shall be required to furnish an undertaking in prescribed form as Performa-'IV', on a non-judicial stamp papers of appropriate value to the effect that they shall execute the order if placed on them under 'Order preference' as per tender specification. Such undertaking should be submitted by the Punjab based tendering firms latest by the close of the day of opening of the tenders. In case no such undertaking is furnished by the Punjab based firms who are otherwise eligible for claiming 'Order Preference' as per the tender specification their tender shall not be considered for placement of any order under order preference. In the event of refusal by the Punjab based firms to execute the purchase order/contract at their quoted rates or offers made under order preference as per 'c' and 'd' above as the case may be, after having furnished the above undertaking, their Earnest Money shall be forfeited apart from initiating further administrative action, such as suspending business dealings, blacklisting etc.

#### **34. SUBMISSION OF TENDERS:**

The tenderers are required to submit the tenders in accordance with the Notice Inviting Tenders (NIT) PSTCL's Tender Specification clearly stating that all the terms and conditions of the PSTCL's Tender specification/NIT are acceptable to them. The deviations (s), if any in the Technical and other terms & conditions, may be considered as a demerit of the tender and may contribute towards ignoring of their offer in preference to these which accept PSTCL's terms & conditions. However, in case due to any reasons, if it is considered necessary to deviate in the case of a particulars terms/ clause, the same should be stated in deviation Performa in the tender itself. Otherwise, it shall be assumed that all the terms & conditions of the NIT/ PSPCL's specification are acceptable to the tenderers.

**Dy.CE/TS (D),  
PSTCL, Patiala.**

**PUNJAB STATE TRANSMISSION CORPORATION LTD.**

**UNIT PRICE SCHEDULE**

Tender Enquiry No. **STQ 6033**

(Please read carefully 'PRICES' clause of General Terms and Conditions attached herewith).

Sr. No.	Basis of Price.	Rate Per Unit (in Rs.)
1.	Quoted price ex-works (Per unit) inclusive of packing & forwarding charges forming part of the production cost.	
2.	Excise duty / Education Cess on ED @      on item (1).	
3.	Central Sales Tax / VAT @      on item (1 + 2), if applicable.	
4.	Packing charges not forming part of production cost, handling, cartage, freight charges & transport risk insurance etc.	
5.	Quoted price FOR Destination (1+2+3+4).	
6.	Quoted prices should be Firm and in Indian Rupees.	
7.	Qty. Offered	

**Seal & Signature of the tenderer**

**IMPORTANT NOTES:**

1. Only Firm Prices are acceptable. Price Schedule shall be duly typed and hand written prices, any cutting on price schedule shall not be accepted.
2. Any firm offering discount on quoted price outside the price bid or after opening of tenders will be out rightly rejected.
3. The tenderer must note that minimum period of 120 days is required to finalise the case, it is therefore, in their own interest to give validity for 120 days.
4. The tenderer are required to quote price per unit.
5. Tenders without break up of prices as per above Performa are liable to be rejected.
6. Whether the firms indicates NIL or concessional rate of taxes (e.g. E.D. & Education Cess on ED, CST, VAT) in their tenders, they will have to absorb the taxes upto full rate if found applicable later on. In case the firm which do not agree to this condition or indicate that the taxes as extra, without indicating the applicable rate or remain silent, then the tender of the firm will be loaded with maximum rate of duty for evaluation purpose.
7. Modvat Benefit: The firms should quote their rate after taking into account the Modvat Benefit available to them. If the firms don't mention clearly about Modvat Benefit, then it will be assumed that they have quoted the rate after taking into account the Modvat benefit available to them.

**SCHEDULE OF GUARANTEED TECHNICAL PARTICULARS FOR TAMPER EVIDENT  
POLY CARBONATE SECURITY SEALS.**

**Specification No. STQ 6033**

<b>Sr. No.</b>	<b>Item</b>	<b>Bidder's data</b>
<b>1</b>	Make.	
<b>2</b>	Standard to which the seals conform. (attach documentary proof)	
<b>3</b>	Type of Seals.	
<b>4</b>	No. of strands of leash wire.	
<b>5</b>	Diameter of leash wire	
<b>6</b>	Dimensions and weight of seal.	
<b>7</b>	Other technical features.	

**Signature of authorized signatory  
with Seal of Firm**

**SCHEDULE OF DEVIATIONS**

Tenderer shall carefully state below any and all points in their Tender which are not in accordance with Technical Specification and the general conditions.

Sr. No.	Para No. & Page.	Deviations, if any.
<p>A) TECHNICAL</p> <p>1.</p> <p>2.</p> <p>3.</p> <p>B) GENERAL</p> <p>1.</p> <p>2.</p> <p>3.</p>		

Tenderer hereby certifies that the above mentioned are the only deviations from Purchaser's afore-mentioned specification and general conditions.

**SIGNATURE:**

**NAME:**

**DESIGNATION:**

**DATE:**

**SEAL OF COMPANY.**

**UNDERTAKING FORM**

**(TO BE ENTERED ON A NON-JUDICIAL STAMPED PAPER OF APPROPRIATE VALUE).**

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

Signature of

Constituted attorney.

**Bank Guarantee for Contract**

(To be entered on a non-Judicial stamped Paper of appropriate value)

- i) Bank Guarantee No. \_\_\_\_\_ Dated \_\_\_\_\_ The Bank of \_\_\_\_\_ hereby agrees unequivocally and unconditionally to pay, within 48 hours, on demand in writing from the Chief Engineer/TS, PSTCL, Patiala or any officer authorized by him on his behalf, of any amount upto and not exceeding \_\_\_\_\_ (in words Rs \_\_\_\_\_) to the Punjab State Transmission Corp. Ltd. on behalf of M/S \_\_\_\_\_ who have entered into a contract or who unconditionally accepted the Purchaser Order-cum-Contract Agreement no. \_\_\_\_\_ dated \_\_\_\_\_ for rendering consultancy \_\_\_\_\_ for order value of Rs \_\_\_\_\_ against specification No. \_\_\_\_\_.
- ii) This Guarantee shall be valid and binding on this Bank upto and including \_\_\_\_\_ and shall not be terminable by notice or on account of any change in the constitution of the Bank or the firm of consortiums/suppliers/System Integrator or by any other reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, conceded or agreed with or without our knowledge or consent, by or between the parties to the said contract/purchase order.
- iii) Our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ in words Rs. \_\_\_\_\_). Our Guarantee shall remain in force until \_\_\_\_\_.
- iv) We hereby agree that any claim or dispute arising under this Deed shall fall within the jurisdiction of competent courts at Patiala.
- v) We hereby further declare that this Deed has been executed by our lawfully constituted attorney legally competent to sign and execute such deeds.

Signed \_\_\_\_\_

1. Witness.....

For .....

2 Witness.....

Bank .....



**Undertaking Certificate  
(On Bidder's Letterhead)**

That the Bidder/manufacturer

- i. Shall supply seals as per patent design.
- ii. Is not in litigation with PSTCL, PSPCL or erstwhile PSEB.
- iii. Is not a defaulter for 25% or more quantity for more than 9 months or any quantity more than 15 months in making supplies against earlier purchase orders placed on them at the time of scheduled date of opening of this bid.
- iv. Has not made misleading or false representations in the performas, statements and attachments submitted in proof of the qualification requirements.
- v. Does not have Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completions, litigation history, or financial failures etc. in earlier works executed with PSTCL/PSPCL.
- vi. Was never been black listed by any company, utility, organization or government body.
- vii. Shall not provide/ sell the seals of serial number and carrying PSTCL's logo to any other third party under any circumstances.
- viii. Would not pay any commission etc. or engage any commission agent or liaison agent for dealing with PSTCL in any matter including purchase of equipment. No officer/official of the PSTCL will deal with any person who claims to be a commission agent or liaison agent of any company and that the officers/ officials of the PSTCL must deal only with persons directly employed by the Suppliers.

DATE:

SIGNATURE:  
NAME:  
DESIGNATION:  
SEAL OF COMPANY