

ANNEXURE-I**PUNJAB STATE TRANSMISSION CORPORATION LIMITED**

(Office of SE/Store & Disposal, Shed D-4A Shakti Vihar , PSTCL , Patiala)

**General Terms & Conditions for e-auctioning of sale of
Scrap , obsolete unserviceable material of PSTCL****1) Conditions of Auction Sale**

For the purpose of these rules, the Disposal Committees constituted by the Punjab State Transmission Corporation Limited for disposal of surplus , obsolete , unserviceable stores/tools & Plants/equipments etc. (hereafter referred to as "Goods"), shall be called as the Committee. The Disposal Committee is headed by SE/Store & Disposal with its office located at Shed D-4A, Shakti Vihar , PSTCL, Patiala.

In the event of any dispute between bidders, the same shall be decided by the concerned disposal committee and material / goods in question, re-auctioned at its discretion. The Disposal Committee decision as to such acceptance shall be final and binding on all the bidders.

2) Registration of Bidders with the E-Auction Service Provider

Every bidder desirous of participating in the e-auctioning process of PSTCL shall be required to get himself registered with the service provider at his own cost. The annual registration charges of Rs. 5000/- (Rs. Five Thousand only) shall be paid by the bidder to the Service Provider. The prospective bidders shall submit attested copies of following document at the time of registration :-

- I. Pan No. of Firm & Its Director /Partners as the case may be.
- II. Registration with Excise and Taxation Department /Central Sale tax authorities.
- III. Partnership deed / Proprietorship undertaking / Company Registration.
- IV. Details of Addresses, Phone /Fax No, E-mail iDs.

Further , if the bidder wishes to participate in the e-auction of old and used transformer/lubricating oil and battery scrap, he shall supply scanned copies of the following documents to the Disposal Committee, Patiala through e-mail at least 10 days in advance before the schedule day of the e-auction , otherwise they shall not be allowed to participate in the e-auction of the above said material.

- I. Registration Certificate issued by M.O.E.F. New Delhi as Recycler/Reprocess of Hazardous Wastes etc.
- II. Consent under Water and Air Acts and authorization under Hazardous Wastes (Management and Handling) Rules -1989 and amendments thereof from the respective State Pollution Control Boards.
- III. The Log Book duly endorsed by the previous sellers for the quantity of oil purchased till date.

Original documents (i to iii as mentioned above) shall be checked by the incharge of the concerned store at the time of lifting of material.

Service Provider shall issue **User Name** and **Password** to each registered bidder (who has already deposited PEMD for e-auction) to view and participate in the e-auctioning process.

3) E-Auction Permanent Earnest Money Deposit (PEMD)

Every bidder, 10 days in advance from the scheduled e-auction date shall have to deposit Permanent Earnest Money Deposit (PEMD) amounting to Rs. 1,00,000/- (Rs. One Lac only) in the account of AO/S&D, PSTCL, Patiala (A/c No. 65083689545 , IFSC Code SBIN0050012 , SBI Branch -The Mall Road Patiala) for participating in all forward e-auction of PSTCL in respect of all the scrap/obsolete/unserviceable items/condemned vehicles / old and used transformer/lubricating oil and battery scrap etc. for all stores/locations falling under the jurisdiction of SE/S&D PSTCL, Patiala.

PEMD can either be deposited through RTGS/NEFT directly in the bank account of AO/S&D PSTCL, Patiala (A/c No. 65083689545 , IFSC Code SBIN0050012, SBI - The Mall Road Branch Patiala). They should also intimate PEMD details immediately to AO/S&D and Sr.Xen/S&D PSTCL, Patiala through e-mail at ao-stores-pta@pstcl.org and srxen-stores-pta@pstcl.org respectively or otherwise with a copy to SE/S&D, PSTCL, Patiala.

The details of e-auction PEMD shall be intimated by the Disposal committee Patiala to the Service Provider for initialization of the bidder's User Name and Password.

The PEMD shall be kept by PSTCL and shall be refunded to the bidder on his specific request.

4) **Issue of Sale Order & Deposit of Bid Security**

After the conduct of e-auction, detailed sale orders to successful bidders containing details of payments to be deposited and the payment/ lifting period and containing complete terms & conditions shall be issued. The successful bidder has to deposit the 10% bid security amount (rounded off to nearest hundred & subject to minimum of Rs. 5000/-) within 7 (seven) working days from the date of issue of Sale Order. The bid security amount is required to be deposited into the account of AO/S&D, PSTCL, Patiala (A/c No. 65083689545 , IFSC Code SBIN0050012 , SBI Branch -The Mall Road Patiala).

The Successful bidders shall also intimate the auction/ lot wise details of amount deposited to AO/S&D and Sr.Xen/S&D, PSTCL, Patiala through through e-mail at ao-stores-pta@pstcl.org and srxen-stores-pta@pstcl.org respectively or otherwise with a copy to SE/S&D, PSTCL, Patiala.

If the successful bidder fails to deposit the bid security amount within stipulated period, penalty @1% of total amount of sale order, per day of delay, shall be levied up to 10 (ten) days. However, the respective Disposal Committee may reduce the rate of penalty or allow extension in time limit without penalty, for depositing bid security very discreetly in genuine cases. In cases of non- deposit of bid security within this 10 (ten) days period after due date, the PEMD already deposited by the successful bidder shall be forfeited and the bidder shall be debarred from participating in the future e-auctions of PSTCL for a period as decided by the Disposal Committee.

Further , if the last day specified for making payment of bid security amount happens to be a holiday, the payment shall be allowed on the next working day.

5) **Sale Order Security Deposit**

Out of the 10% Bid Security amount deposited by the successful bidders, 8% amount shall be adjusted towards cost of material and the balance 2% amount shall be retained as security. The Security of 2% shall be refunded after faithful execution of the sale order by the SE/S&D, PSTCL, Patiala office on receipt of completion report from concerned store/division along with certificate from Sales Barrier (in Case of interstate Sale) that the goods concerned have crossed Punjab State Barrier.

6) Period For Payment and Lifting of goods

- a) Balance value of Goods plus GST and other applicable taxes shall be deposited by the successful bidders separately in the bank account of AO/S&D, PSTCL, Patiala through RTGS/ NEFT/Bank Transfer (A/c No. 65083689545 , IFSC Code SBIN0050012, SBI Branch -The Mall Road Patiala) within the period of 30 days from the date next to the date of issue of sale order. The lifting period of Goods purchased will be 45 days from the date next to the date of issue of sale order.
- b) Disposal Committee may allow the purchaser in genuine cases to make part payment and take part delivery of goods. In Such cases , Disposal Committee may direct the purchaser to pay extra amount with each instalment, which shall be specified in the Sale Order, and this extra amount will be adjusted by short payment of last instalment. In such cases , it must be ensured that the payments as well as the lifting of goods for final instalment are completed within the prescribed time schedule given above. While allowing delivery , the purchaser shall not be allowed to pick and choose the material of the lot. He shall have to start lifting from any one end and complete the lifting process stage by stage in proper order.
- c) If the last day specified for making payment/lifting happens to be a holiday, the payment /lifting shall be allowed on the next working day.
- d) In the event of the failure to complete the payment of Sale value of the goods within the stipulated period or the extended period where extension in time has been granted , the sale of such lot shall be cancelled and PEMD & Bid Security amount already deposited by the defaulting bidder shall stand forfeited for all intents and purposes . Such firm may also be debarred from participating in the future e-auctions of PSTCL for a period as decided by respective Disposal Committee. The goods shall then be re-sold as and when the PSTCL thinks best, without any notice to the defaulting bidder/firm. Any gain/loss on re-sale shall belong to the PSTCL.
- e) Prices offered at the time of bid shall always be deemed to be ex-stores of the PSTCL, exclusive of all taxes and any other taxes/statutory levies that may be levied by the Govt./Local Bodies from time to time.
- f) GST & other taxes (as applicable) leviable on the sale of goods to the successful bidders shall always be payable by the bidder/purchaser. In cases of difference/disputes regarding the rate, amount of GST due to particular transaction , the decision of the Taxation Authorities concerned shall be final and binding upon the purchaser .

This shall be obtained by the purchaser . However, in case, the purchaser is registered dealer for dealing in the goods under GST Act, he may submit prescribed form in lieu of the GST wherever applicable.

- g) Income-Tax is payable by the purchaser as per Income-Tax law along with the payment of the material.
- h) Any Octroi duty, which becomes payable by the PSTCL at any point of time for the sale of goods shall be paid by the purchaser in addition to the price, and the payment shall be made by him to the concerned local authority on behalf of the seller. Any other taxes due in respect of sale, under any law, for the time being in force, shall be payable by the purchaser to the PSTCL in addition to the price.
- i) For all payment received by the PSTCL , a stamped receipt shall be issued to the purchaser, who shall in all cases, be bound to produce such a receipt when called for. He shall also affix his signatures on the backside of the counterfoil of the receipt.

7) **Penalties for Delay**

a) **Delayed Payment of Sale Price**

Where the purchaser fails to make the payment of Sale Price within the period stated in clause-6 (a) above, PEMD/Pre Bid Security Deposited shall be forfeited and the purchaser shall have no claim over the amounts so forfeited and the goods put up for sale. However the committee may allow extension in time limit very discreetly in genuine cases.

Where the Committee finds that there are no genuine reasons for grant of such extension , the same may be allowed by the Disposal Committee by imposing penalty upto the limits given below:-

i)	First four weeks	1% of the unpaid amount per week or part thereof
ii)	Next four weeks	2% of the unpaid amount per week or part thereof
iii)	No extension beyond 8 weeks shall be allowed except where force majeure conditions are established. This however does not in any way prejudice the authority of the Disposal Committee to give extension beyond 8 weeks under special circumstances.	

b) **Delayed Lifting**

The goods paid for must be completely removed by the purchaser at his own expense within the period specified in clause-6 (a) above. In case the goods are not removed within the specified time, storage space charges shall be levied at rates noted below unless extension is granted without penalty by the disposal committee in genuine cases :-

- i. 1/4 % per day of the value of the un-lifted goods for the first 10 days.
- ii. 1/2 % per day of the value of un-lifted goods for the next 10 days.
- iii. 1 % per day of the value of the un-lifted goods beyond 20 days.

Even though 100% price of the sale order may have been paid within the prescribed period, if the material is not lifted and the bill of storage space charges, according to the tariffs stated above builds upto a value equal to the amount of sale price of the material not lifted, which has already been paid by the purchaser, all rights of the purchaser on the material shall be forfeited and the material shall automatically become property of the PSTCL without any notice to the purchaser. The price paid by the purchaser shall be deemed as adjusted against the bill of storage space charges accrued against the purchaser. As a consequence , the PSTCL shall retain full rights to dispose off this material in the manner it may deem fit without any notice to the defaulting purchaser. However , committee may extend the period for lifting of material without penalty in genuine cases.

8) **Condition of Goods.**

- a) The goods shall be sold on '**As-Is-Where-Is-Basis**'. The whole of the goods shall be removed by the purchaser after fulfilling the conditions of auction sale, from the site of accumulation, irrespective of all faults and errors in description or otherwise , quantities, sizes, measurements, number and weight etc. as compared with description in the advertisement , which description is only approximate and does not imply any warranty or guarantee. The stores are sold on the presumption and assumption that the bidder/bidders have inspected the goods and know that they are buying irrespective of the fact whether they have actually been inspected by them or not , prior to the auction and the principal of '**Caveat emptor**' shall apply. No complaint what-so- ever of any kind in connection with faults in the quality/quantity/ingredients of the material or others on account of Road Tax/ Registration of vehicle etc. shall be entertained after acceptance of the highest bid.

b) In contrast to what has been stated in Para-8(a) above, in case, where the committee proposes to auction any particular item/items of store on the basis of weight or number and not on lot basis, same will be brought out in the auction notice. The bids, in such cases, shall be for each number or unit of weight. In such cases, therefore, the PSTCL shall be responsible for delivering the material to the purchaser by number or by units of weight as the case may be.

This method of precise delivery, is however not applicable to sale of goods under Para - 8 (a).

9) **Risk**

The highest bidder despite having made payment of bid security amount shall not be deemed to claim ownership of the material, proposed to be sold to him till he makes full and final payment. After making full payment, it is expected that the purchaser shall lift the material from PSTCL store without any loss of time. He is however, at liberty to lift the material at his own convenience subject to the condition that total lifting of material is completed within the stipulated period under these rules and subject to a further liability that if, after making full payment but prior to taking delivery of the material, any thing happens resulting into deterioration/damage to the condition of the material under sale, due to acts of nature, acts of God or force majeure conditions beyond human control e.g. war, riots, fire, floods etc. then such damage to the goods under sale shall be at the risk of the purchaser himself and the PSTCL shall entertain no claim for such damages, which have been caused due to various force majeure conditions.

10) **Delivery**

Goods sold through Sale Order, issued by the Committee, shall have to be removed by the purchaser or his authorized representative from the site of accumulation, within the period prescribed in Clause-6(a) above. This period will commence from the day following the date of issue of sale order, i.e. the date of issue of sale order is not to be counted in the number of days, allowed for lifting the material. The deliveries shall be made by the AEE/ AE in charge of the stores only during working hours on working days on presentation of Sale/ Release Order with the copy of the same received by him directly before permitting the removal of the goods. The purchaser or his representative will have to visit the concerned store of PSTCL to acknowledge the receipt of material sold.

For the purpose of convenience, the purchaser may co-ordinate and apprise the in charge of the store seven days in advance about the date and time of lifting of material by him, so as to enable the in charge of the store to make appropriate arrangement for getting the material lifted.

11) Measurement / Weighment

When the material is to be sold on the basis of weight, the weighment shall be done by the weighing machine available in the stores of the PSTCL, in case such a weighing machine/ arrangement is available. In cases where the proper weighing machine facilities are not available in the PSTCL stores, the material will be weighed at the nearest weigh bridge of the Municipal Committee or-Railways or any authorized Dharam kanda whichever is nearest to the PSTCL store. The decision of the AEE/ AE in charge of the stores in this matter will be binding on the purchaser. *Cost, if any, involved in the process of weighing shall be borne by the purchaser.* The purchaser will also make his own arrangement for loading, un-Loading and transport of the material purchased by him and he shall not be entitled to any claim for facilities or assistance for such transport/loading/un-loading.

It may, however, be clearly understood that the Disposal Committee reserves the right of increasing/ decreasing the quantities of any item advertised for sale at its own discretion and without assigning any reasons. Moreover, quantities mentioned in the advertisement or in sale order, are approximate and subject to variation at the time of the delivery. In such cases, therefore, the rate per unit of weight or rate per unit of quantity shall rule for the purpose of price adjustment according to the actual quantity delivered. No compensation shall however, become due to the tenderer because full quantity as mentioned in the advertisement/sale order, could not be delivered.

12) For old and used Transformer/Lubricating oil and Battery Scrap:

- i) Only such units which are actually users and are registered with the. M.O.E.F., New Delhi shall be allowed to participate in the auction of old and used transformer oil and lubricating oil/ Battery scrap. The bidders shall have to produce the original as well as one attested copy from Notary Public of the following documents at the time of lifting of material:-
 - a) Registration Certificate issued by M.O.E.F , New Delhi as Recycler/Reprocess of Hazardous wastes etc.
 - b) Consent under Water and Air Acts and authorization under Hazardous Wastes (Management and Handling) Rules-1989 and amendments thereof from the respective State Pollution Control Boards.

ii) The bidders shall produce the Log Book duly endorsed by the previous sellers for the quantity of oil purchased till date.

iii) Quantity of Recyclable waste shall not exceed the prescribed limit as per certificate issued by the M.O.E.F. New Delhi. The above documents shall be checked by AEE/AE in charge of the Store at the time of lifting of material.

13) **Re-Sale**

Re-Sale within the premises of the PSTCL shall not be recognized and the sale/ release order shall be issued by the PSTCL only in the name of actual purchaser whose highest bid during the auction was accepted.

14) The purchaser shall be responsible for any damage that may be done to the premises or other material etc. of the PSTCL in taking delivery or removing the goods bought by him. The Disposal Committee or its representative may at its or his option, ask the purchaser to make good such damage and the purchaser shall have to pay the same on demand.

15) In the event of the Disposal Committee being of the opinion that bidders are forming a ring and fair prices are not being realized for stores offered in auction, it reserves the right to stop the sale forthwith without assigning any reason.

16) The committee reserves the right of withdrawing from the sale of any goods advertised in the auction notice, increase or decrease the quantity at the time of auction.

17) Should it be revealed at any stage that a purchaser of goods, in a specified auction, is liable to pay certain damages or certain sum of money to the PSTCL either as a result of transaction undertaken in that specific auction/ sale or any other prior auction/sale or transaction conducted by the purchaser and the PSTCL, the PSTCL shall without any prejudice to any other remedy available to it be entitled to deduct sum of money/moneys from the proceeds or resale of the goods or from any sum becoming due to such a purchaser thereafter, under any other future contract/ transaction between that purchaser and the PSTCL. If even this adjustment is not sufficient to cover the full amount recoverable from such purchaser, then the purchaser shall pay to the PSTCL on demand, the balance becoming due from him.

- 18) The Disposal Committee reserves the right to withdraw at any stage the sale of any item or quantity of material either by number or by weight or any other specific unit etc, even after issue of Sale Order/Delivery Order. The Disposal Committee will not be bound to assign any reason or details thereof. Value of the materials so withdrawn, if any, and paid by the buyer will be refunded. The PSTCL will however, not be responsible for any damage, loss, direct or consequential compensation whatsoever to the buyer nor for payment of any interest.
- 19) There will be no adjustment of excess payment made by the Bidder with another e-auction payment. Request for refunding the excess payment can be raised with PSTCL Store Disposal Committee within 60 days from the date of e-auction.
- 20) PSTCL GST Number is O3AAF47L4JIZK
- 21). If Bid Price is less than upto 10% of Sale Price, sale of lot is subject to approval from Competent Authority.
- 22) **Correspondence**
All correspondence regarding the auction and sale order shall be addressed to the SE/Store & Disposal, Shed D-4A, Shakti Vihar, PSTCL, Patiala.
- 23) **Jurisdiction**
All legal proceedings in connection with the auction sale order/ contact issued by SE/Store & Disposal, PSTCL, Patiala shall be subject to territorial jurisdiction of local Civil Courts at Patiala only.


SE/Stores & Disposal
PSTCL, Patiala

ANNEXURE-II

1. TIMING AND PROCEDURE OF E-AUCTION

- 1.1 The e-auction shall commence at 10:00 hrs on the scheduled date of e-auction and shall close at 15:00 hrs. with facility for automatic extension up to 16:00 hrs.
- 1.2 If the highest bid for any lot is received within 10 minutes prior to the scheduled ,closure time of e-auction , the-service provider's system shall automatically extend the period of e-auction for further 10 minutes from the time of receipt of such highest bid for that particular lot only. The system shall automatically keep on extending the e-auction timing till the highest bid received for a particular lot remains unchanged for 10 minutes. However, such ,automatic extension shall be limited to a maximum period of 60 minutes after the scheduled closure time. The lots which do not receive the highest bid within 10 minutes prior to the scheduled closure time of e-auction shall be closed on the scheduled closure time.
- 1.3 During the e-auction proceedings, only the highest bids shall be displayed on service provider's website.
- 1.4 At closure of e-auction within scheduled time or extended time as above, service provider's system shall automatically get locked so that the participants cannot enter their bids thereafter. Service Provider shall submit detailed bid report and bidder attachment report through e-mail to PSTCL within 2 hours of close of auction.


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