



PUNJAB STATE TRANSMISSION CORPORATION LIMITED

Regd Office: PSEB Head Office, The Mall, Patiala-147001

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Corporate Identity Number – U40109PB2010SGC033814

(Tender Notice)

Online tenders are invited for the supply of the following material as per Corporation's tender specifications:

Item No.	Description & code of the item	Quantity	Enquiry No./ Date	Last date & time of downloading/ obtaining of specifications/ tender documents	Last Date & time of receipt of tenders	Date & time of opening of tenders
1	2	3	4	5	6	7
1	Laptops	56	IT/ 2022-23/ 11	25-05-22 03.00 PM	25-05-22 03.00 PM	26-05-22 03.00 PM
2	Laser Printers	68				
3	UPS	12				

- For detailed NIT & Tender specification, please refer to <https://eproc.punjab.gov.in> or contact the concerned office.
- A set of tender documents containing technical specifications, general instructions, place and schedule of opening of tender & delivery and terms & conditions can be downloaded from <https://eproc.punjab.gov.in>.
- All tenders must be accompanied by Earnest Money at the rates prescribed in the tender documents via e-payment gateway on the e-tendering portal (GePNIC), except in the case of those tenders who are specifically exempted thereunder.
- Telephonic/Telegraphic quotations shall not be accepted. Tender not submitted on prescribed form/manner will be liable to be rejected.
- No Specification/Tender documents will be issued to the blacklisted/ineligible firms.
- Negotiation, if required, shall not be held, except with the L-1 tenderer.
- Any firm which are defaulter for the supply of 25% or more quantity of the ordered quantity for more than 9 months from the date of expiry of the Contractual Delivery Period at the time of opening of the Tender enquiry, shall be regarded as defaulter and shall not be eligible for participation in any new Tender enquiry for a period of three years from the date of issue of Purchase Order in which it has defaulted. This clause shall be applicable item wise against which the firm has become defaulter under the above said conditions.
- PSTCL reserves the right to increase or decrease the quantity of material or to reject any or all the bids without assigning any reasons.

- The competent authority may distribute the quantity to be procured on one or more firms as per prevailing Purchase Regulation.
- Conditional tenders shall not be accepted.
- The offer should be valid for 120 days from the date of opening of tender enquiry.
- L-1 tenderers shall be evaluated separately for each item and orders shall be placed upon L-1 firms for each item.

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SECTION-I

SCHEDULE OF REQUIREMENTS, GENERAL INSTRUCTIONS AND QUALIFICATION CRITERIA

A. SCHEDULE OF REQUIREMENTS:

Sr. No.	Description of Work	Quantity (Nos.)
1.	Laptop*	56
2.	Laser Printer*	68
3.	UPS*	12

* Technical specifications as per SECTION-III

B. GENERAL INSTRUCTIONS:

1. The bidders may download tender specifications form PSTCL Official Website or <https://eproc.punjab.gov.in>.
2. Details regarding e-tendering process also are available on <https://eproc.punjab.gov.in> or prospective bidders may contact M/s GePNIC representative at their helpline nos. 0172-2970263, 0172-2970284. It may be noted that no hard copy of the specification will be issued by this office and the specification can only be downloaded from the above mentioned website.
3. The prospective bidders are requested to visit the PSTCL website periodically even after downloading the specification, to check for corrigenda issued, if any.
4. Bids against this tender enquiry shall be accepted only through e-tendering mode. Telephonic/Telegraphic/Email/Fax/Manual submission of bids or any mode other than through e-tendering shall not be accepted.
5. The tender will be submitted as per Notice Inviting tender/Tender Specifications, complete in all respects. Any deviation from Notice Inviting tender/Tender Specification shall be clearly brought out by the Tenderers in Annexure-I, otherwise it would be assumed that the material offered is entirely as per enclosed Technical specification & General terms & conditions are acceptable to the tenderer in totality. No post tender development shall be allowed regarding any change in terms & conditions or prices or technical specifications.
6. The Bids are required to be submitted in three parts given as under: -
Part-I : Earnest Money
Part-II : Commercial & Technical Conditions
(Qualifying, Technical and Financial effects)
Part-III : Price Bid
7. The material offered should be strictly according to the details laid down in this specification.
8. Prospective bidders are requested to get issued their digital signatures well in time for participation in the tender as no request for extension on this account will be entertained.
9. Pricing schedule must be clearly filled by the tenderers as per Annexure II, failing which the offer is likely to be ignored.
10. In case the date of opening of bid happens to be a holiday, the bid shall be opened on the next working date at the scheduled time.
11. This office reserves the right to cancel any or all the bids without assigning any

reason thereof & no claim on this account shall be accepted. In case of any dispute regarding issue of bid documents, Chief Engineer/HIS&D, PSTCL, Patiala will be the final authority.

12. The competent authority may distribute the quantity to be procured on more than one firm.
13. Bids received after the due date and time shall not be entertained.
14. Incomplete & conditional bids shall not be accepted and opened.
15. Tenderers should submit their offer in unambiguous wording, failing which PSTCL's interpretation will be final.
16. All terms and conditions of PSTCL (erstwhile PSEB) Purchase Regulations amended up to date will be applicable.

C. QUALIFICATION CRITERIA:

The bids of only those firms will be accepted which fulfill the following criteria and documentary proof in this regard shall be uploaded on website <https://eproc.punjab.gov.in> on or before the last date and time of bid submission: -

- i) The bidder should be Original Equipment Manufacturers (OEM)/Authorized Distributor/ Dealer of OEM. Bidders quoting as Authorized Distributors/Dealers of the manufacturer will be considered provided the bidder furnishes authorization from the OEM.
- ii) The bidder should be a profit-making company for the last 2 financial years i.e. 2019-20 and 2020-21 and its net worth should be positive during this period (CA Certificate with CA's Registration Number/Seal).
- iii) The bidder, if he is an OEM, should have an average annual turnover of Rs.100 Crores during the last 2 financial years i.e. 2019-20 and 2020-21. In case of an authorized distributor/dealer, he should have an average annual turnover of Rs. 1 Crore during the last 2 financial years i.e. 2019-20 and 2020-21. As a matter of proof, copy of the certificate of turnover for the last 2 years duly certified by the Chartered Accountant with CA's Registration Number and Seal on it should be appended.
- iv) In case the tender is submitted by an authorized dealer/distributor, both the turnover clause (meant for OEM and distributor/dealer) shall be applicable and the tenderer shall supply the documentary proof of turnover in respect of OEM along with the tender.
- v) The bidder should have successfully executed at least two orders of similar nature in a Government Department/PSU/Power Utility of value Rs.10 Lac or more in the last two years. (supporting documents & completion certificates signed by the customer should be attached)
- vi) The bidder should have support centre in Chandigarh/Punjab region.
- vii) The bidder should have a registered number of GST and Income Tax/PAN.

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SECTION - II

GENERAL TERMS & CONDITIONS AND INSTRUCTIONS TO THE TENDERERS

1. The following instructions must be carefully studied/complied by all tenderers in order to ensure submission of a complete and comprehensive tender. Failure to comply with any of these instructions or to offer brief explanation for non-compliance is likely to render effective comparison of the tender as a whole impossible and may lead to rejection of other-wise competitively lowest offer. Quotations/tenders/bids not strictly in accordance with these instructions are liable to be rejected:
 - a) The tender must be complete in all respects.
 - b) The tenderer shall submit online three-part bid by the stipulated date/time. Part I, Part-II & Part-III shall be submitted online through e-Tendering portal only. The earnest money may be submitted via e-payment gateway on the e- tendering portal (GePNIC) or valid PEMD certificate for CE/HIS&D PSTCL be uploaded.
 - c) While opening the tenders, Part-I of the Tender shall be opened first and if earnest money is found in accordance with the terms of NIT only then Part-II- 'Commercial & Technical conditions' shall be opened. In case EMD is in order and offer is technically & commercially acceptable, only then part-III 'Price Bid' shall be opened after due notice. Any tender, if it doesn't meet the NIT requirements or technically or is commercially unsuitable, shall be rejected
2. The Officer inviting tenders, Contracting/Purchasing Agency/PSTCL (hereinafter referred to as "purchaser") reserves the right to modify the schedule of requirements, technical particulars and the specifications at any time before the opening of the tender enquiry and to place the order as a whole or in parts, and to reject any or all the tenders received without assigning any reasons. He will not be responsible for expenses or losses that may have been incurred by Tenderer/bidder in the preparation of its tenders and nothing shall be paid on this account.
3. **NON-RETURN OF STORAGE DEVICE**

As per our data security practice, faulty Hard-Disk/SSD or any storage/memory device of Servers/Desktop Computers/Laptops etc. will not be returned back to the OEM/supplier against warranty replacement
4. All the Tenderers are required to give the following undertakings on their letter head with the tender documents: -
 - a) That they would not pay any commission etc. or engage any commission agent for dealing with PSTCL in any matter including purchase of equipment etc.

- b) That 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.
- c) That imported IT products supplied under this tender shall comply to Govt. of India guidelines in respect of Cyber Security.
- d) Malicious Code Certificate: The bidder should upload following certificate in the bid: -
 - i) This is to certify that the Hardware and the Software being offered, as part of the contract does not contain Embedded Malicious code that would activate procedures to: -
 - Inhibit the desires and designed function of the equipment.
 - Cause physical damage to the user or equipment during the exploitation.
 - Tap information resident or transient in the equipment/network.
 - ii) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded hardware & software.

5. PRICES

- a) The unit rates shall be quoted F.O.R destination. The breakup of the F.O.R. destination price shall be given by the bidders as under: -
 - i) The price of material including of Packing & Forwarding charges forming part of production cost, freight charges and transit risk insurance etc. included/covered in F.O.R. destination price.
 - ii) Packing/Packaging cost not forming the part of production cost, handling charges, cartage.
- b) All taxes and statutory duties leviable on the price of finished goods as per clause 5(a) shall be paid extra as applicable from time to time provided the same are shown separately in the quotation/tender as prevalent on the date of submission of tenders, to be paid at the rate as may be actually prevalent at the time of supply, otherwise these elements shall be deemed to have been included in the quoted prices and will not be paid extra. This clause is also applicable to any tax, duty, levy payable by PSTCL under reverse charge mechanism.

The bidders shall not be allowed to indicate over all discounts on the quoted price for which split up has been given. However, quantity/payment discount can be given by the bidder in 'Commercial and Technical conditions' of the Tender.

Any firm either offering discount on the quoted price or offering discount after the opening of the Tender enquiry shall be rejected out rightly.

- c) **Statutory variation:** All taxes and duties leviable on the price of material & services as per clause 5.1 and shown separately by the supplier in his quotation as on the date of submission of tenders as per clause 5.2 shall be paid at the rate as may be actually prevalent at the time of supply. However, if the supplier offers concessional rate of statutory levy/tax/duty or is altogether exempted from statutory levy/tax/duty under any exemption certificate, area based exemption or any other exemption at the time of submission of tender, then the lapse of such concession/exemption during the pendency of the purchase order/contract agreement shall not be treated as statutory variation. Such statutory levy/tax/duty or variation thereof shall be borne by the firm/supplier by absorbing the statutory levy/tax/duty to the extent it was applicable to other firms at the time of submission of tenders.
- d) Only FIRM prices may be quoted. Variable Prices will not be accepted.

6. VALIDITY OF OFFER

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

7. TERMS OF PAYMENT

- a) 100% payment of contract value pro-rata for each consignment of operationally complete equipment dispatched after approval of Inspecting Authority/Test Certificate etc. along with taxes & duties and other Statutory levies as per contract shall be paid within 45 days against receipted challans alongwith all requisite documents like bills, receipted challans/GRN, insurance cover, GST Invoice, GST certificates, test certificates, other literature, commissioning/clearance certificate of the equipment etc. subject to furnishing a Bank Guarantee of 5% of the amount valid for a period of three months after the receipt of operationally complete material/equipment against that consignment. The Bank Guarantee shall be returned/released after receipt of GRN from the stores indicating no shortages.

In case Bank Guarantee of 5% of amount is not furnished then 5% amount shall be deducted from the bills and the same shall be refunded after receipt of GRN from the stores indicating no shortages.

In case the bills are accompanied with GRN indicating NIL shortages then 100 % payment will be made.

The payment shall be made by AO/CPC through RTGS. For this purpose,

following details/documents may be provided to AO/CPC(T), PSTCL, Patiala while entering contract agreement: -

- i) Name and address of the beneficiary**
- ii) Name and address of the bank**
- iii) Account No. of the beneficiary**
- iv) IFSC code**
- v) Cancelled cheque**

- b) For delay in payments made by PSTCL beyond the stipulated period as per terms of payments clause i.e. 45 days, compensation shall be credited @ 0.5% of the payment so delayed per month or part thereof to be adjusted against Liquidated Damages levied or to be levied subject to a maximum of such damages leviable due to delay in deliveries under the contract. However, all-out efforts shall be made to prioritize the payment to all suppliers covered under MSMED Act-2006.
- c) If the supplier submit bills alongwith all requisite documents like bills, receipted challans/GRN, insurance cover, GST invoice, GST certificates, test certificates, bank guarantee, other literature, commissioning/clearance certificate of the equipment etc. within 7 days of receipt of material, the payment will be made within 45 days from the date of receipt of material. Otherwise, 45 days to make the payment shall be counted from the day when the firm submits all requisite documents as mentioned above.

8. DELIVERY SCHEDULE

The material shall be required to be delivered within 30 days from the date of issue of Purchase Order. The delivery shall be made at Patiala with prior intimation to office of SE/IT, PSTCL, Patiala and after obtaining his/her consent. The date of delivery shall be reckoned from the date of dispatch in case of rail transport and Receipted Challan/ Goods Receipt Note in case of road transportation by Goods Carriers. Purchase Orders shall be strictly placed on the above understanding Ex-stock and Early deliveries may be preferred, if required. However, The Purchaser reserves the right to defer the supplies of material, whenever deemed necessary. The necessary extension of Contractual Delivery Period for this period of deferment shall be granted to the firm on the same terms and conditions as contained in the Purchase Order-cum-contract agreement.

9. LIQUIDATED DAMAGES FOR DELAY IN DELIVERY

If the contractor/supplier fails to deliver the material/equipment within the stipulated delivery period of the Purchase Order/Contract then the same is liable to be rejected and if accepted, contractor/supplier shall be liable to pay liquidated damages to the Corporation a sum equivalent to half percent (0.5%) of the cost of undelivered supply/incomplete equipment per week of delay or part thereof not exceeding 10% of the cost of complete unit of undelivered equipment/material so delayed. The Corporation

may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligations and liabilities under the contract.

There will be slack of one month that will not involve any additional financial implication. Delay beyond slack period will attract liquidated damages for the period of delay including slack period.

No bonus will be given for earlier Completion of the Facilities or part thereof.

10. EXTENSION IN DELIVERY PERIOD

Any genuine delay in the approval of technical details, drawings, samples, issuance of amendment to Purchase Order, carrying out inspection, approval of Test Reports/Test Certificates, issuance of dispatch instructions/stations etc will count towards extension of the delivery period by corresponding period other than that admissible under Force Majeure conditions, if any substantiated by the suppliers, and duly accepted by the Purchaser. No extension in delivery shall be granted in case of delay in payment.

In exceptional circumstances, where the supplier supplies for an extension of the due date of delivery well before that date, and advances good and valid reasons for claiming the extension to the satisfaction of the purchasing agency, that agency may grant such extensions by amending the relevant clause of the purchase order and in such a case, no liquidated damages in term of regulation no. 9 shall be leviable or recoverable from the supplier. Where the reasons given by the supplier are not convincing, the request for extension shall be rejected and all delayed supplies, if accepted, shall be subject to the levy of liquidated damages as per regulation.

Provided that where an extension is granted under this clause, PSTCL shall not be liable to pay a higher price in terms of the price variation clause beyond what should have been payable, had the supplies been effected according to the original schedule of deliveries.

11. NEGLIGENCE & DEFAULT

In case of negligence on the part of supplier/Contractor to execute the Purchase order/contract with due diligence and expedition and to comply with any reasonable orders, pertaining to any contravention to the provisions of purchase order/contract, given in writing by the purchasing agency may give 21 days' notice in writing to the Supplier/Contractor with the approval of HOD to make good the failure or neglect or contravention at the sole risk of the supplier and if the supplier/contractor fails to comply with the notice within a timeframe considered to be reasonable by the purchasing agency, the business dealings shall be suspended/terminated with the firm for a specific period or in extreme cases the firm shall be blacklisted forever

by the purchasing agency.

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

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

12. REPLACEMENT OF REJECTED MATERIAL

Material found sub-standard or defective or not conforming to the prescribed specification in any manner at consignee's end shall not be accepted and intimation to this effect shall be given to the supplier, the purchasing agency and the SE/Stores by the consignee. The purchasing agency shall promptly take up the matter with the supplier and ask him to rectify or replace the defective/sub- standard material forthwith, and in any case, within a period of 45 days from the date of original supply, failing which, the Corporation shall reserve the right to get the defect rectified at the supplier's cost or to dispose of such material and adjust the sale proceeds thereof if any, against its claim on the supplier. The supplier shall also be notified that all expenses involved in the replacement by way of handling, transportation, storage etc. which shall also be on supplier's account.

The above provision shall apply mutatis mutandis to the material found sub-standard or defective during the period of warranty.

13. FORCE MAJEURE

Notwithstanding any provisions of this regulation during the pendency of the Contract/Purchase Order, if the performance of the purchase order by either party, in whole/part or any obligation there under, is prevented/delayed by causes arising out of any war, hostilities, civil commotion, acts of the public/enemy, sabotage, fire, floods, explosion, epidemics or non-availability of Government controlled raw material under orders/Instruction of Central/State Government regulations, strikes, lock-outs, embargo, acts of Civil/Military authorities or any other causes of extraordinary nature beyond their reasonable control excepting causes purely of commercial nature, neither of two parties shall be made liable for loss or damages due to delay or failure to perform the contract during the occurrence of Force Majeure conditions, provided that the happening is notified in writing (with documentary proof) within 30 days from the date of the occurrence.

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

14. EARNEST MONEY

- a) The Tenderers shall be required to submit Earnest Money of Rs. 88,000/-, **online via e-payment gateway on the e-tendering portal (GEPNIC)** along with the tenders.
- b) The following shall be exempted from depositing Earnest Money: -
 - i) Public Sector undertakings fully owned by Punjab. Govt./Central Govt./Other State Govts. supplying material directly through units owned by them provided that a certificate of Govt. ownership issued by the concerned Govt. Department shall be submitted in the envelope for Earnest Money. Exemption shall not be applicable if the tender is submitted for supply of material through private unit/manufacturer.
 - ii) Suppliers having permanent earnest money deposit of Rs. 10 lacs with the Corporation provided that a certificate to this effect issued by the Accounts Officer/CPC, during three months immediately preceding the due date for tender opening and showing the Serial No./Account No. allotted in the Permanent Earnest Money Deposit Register shall be submitted online. Accounts of Permanent Earnest Money deposit shall be maintained by AO/CPC.
 - iii) Suppliers covered under MSMED Act, 2006.
- c) In case of tenders not accompanied by full amount of Earnest Money for the items tendered but not less than 25% of the amount due, the order/contract shall be awarded only for part of material/equipment/service limited to a value corresponding to the actual amount of Earnest Money submitted with the tender provided the placing of such part order is otherwise feasible and is in the interest of the Corporation, otherwise such tenders shall be ignored.
- d) 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.
- e) In case of successful tenders, Earnest Money shall be converted into Security Deposit and shortfall, if any, shall be got deposited for faithful execution of Purchase Order/Contract.
- f) No interest shall be paid by PSTCL on EMD/PEMD deposited by the tenderer/bidder.

15. INTIMATION TO PURCHASING AGENCY/ACCOUNTS OFFICER & CONSIGNEE

The suppliers will have to intimate in advance the probable date of dispatch through fax/email followed by advance intimation regarding the actual date of Railway/Lorry Receipt to the purchasing agency as well as Accounts Officer concerned to enable them to arrange payment, failing which demurrage, wharf age etc. will be to Supplier's account. A copy of such intimation shall also be immediately sent to the consignees, concerned Chief Engineer for reference.

16. GST & OTHER STATUTORY LEVIES

PSTCL is registered centrally in the state under GSTIN03AAFCP4714J1ZK.

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

- Certified that the transaction on which the GST is claimed has been/shall be included in the return submitted /to be submitted to the GST Authorities and the amount claimed from the Punjab State Transmission Corporation Ltd. has been/shall be paid to the GST Authorities.
- Certified that the goods on which GST has been charged have not been exempted under GST Act or rule made there under and that the GST charged on these goods is not more than what is payable under the provisions of relevant act.
- Certified that we shall indemnify the Punjab State Transmission Corporation Ltd. in case. it is found, at a later stage that wrong or incorrect payment had been received on account of GST; the same will be refunded.
- Certified that we are registered dealer under the GST Act and our Registration No. is _____

b) 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.

c) 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.

d) 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.

e) Further any loss due to non-availability of ITC or levy of penalty/interest payable by PSTCL on account of non-filing of return or non-compliance or any misstatement given under the provisions of GST ACT by the firms shall be

recoverable from them.

- f) Further GST at applicable rates on principal supply shall be payable on Freight and Insurance.
- g) Any other statutory levies shall be payable in case it is shown separately in the quotation/tender.

17. INSURANCE

- a) The rates are required to be quoted on F.O.R destination basis and it is the responsibility of the Supplier to deliver the goods in sound condition at F.O.R. destination and for that purpose the Supplier may at his option insure the material against all risks at his own cost during transit for full delivered value of the material upto destination. All works in connection with making and setting of claim, if any, with Railway Authorities and/or Insurance Company or any other party shall be carried out by the supplier/contractor for which no extra payment shall be made by the Corporation. However, necessary assistance required in connection with making and settling of such claims, if any, shall be provided by the consignees.
- b) All damages and or shortages during transit as covered by the Insurance shall be made good immediately on receipt on such information from the consignees without waiting for settlement of claims. However. In case of apparent damages and/or shortages, the consignees shall obtain the loss/damage certificate from the Railway Authorities/Transport party and send the same to the Supplier/Contractor within a period of thirty days from the date of receipt of material. A certificate shall be submitted by the Suppliers/Contractors with each bill to the effect that the material has been duly insured.
- c) The consignees shall report losses and damages to the firm within 30 days of the arrival of the equipment at the site. It will, however, be supplier's responsibility to prefer timely claims on the insurance underwriters and to arrange replacement thereof to the consignees.
- d) The suppliers shall be wholly responsible for the loss, shortages and damages etc. during transit. Such shortage and damages etc., will have to be replaced/repared by the Supplier/Contractor free of cost immediately without waiting for maturing of the Supplier's/Contractor's claims with the Road Transport/Railway Authorities regarding insurance.
- e) In case replacement/repair of defective material is not carried out within six months of intimation of damages, supplier shall have to pay interest at the rate 12% per annum on the payments made by the PSTCL from the date of its payment upto the date of the re-commissioning of the equipment in satisfactory working condition after replacement/repair or to the date the default is made good.

18. WARRANTY

The Supplier/Contractor shall be responsible to replace free of cost (with no transportation and insurance expenses) to the Corporation upto the destination of material/equipment, the whole or any part of the material which under normal and proper use and maintenance, proves defective in material or workmanship within warranty period as specified in technical specifications, from the date of acceptance by the purchaser or 18 months from the date of dispatch in respect of indigenous equipment, 24 months from the date of shipment for imported material which ever expires earlier, provided the Purchaser gives prompt written notice of such defects to the Supplier/Contractor. Such replacement shall be affected by the Supplier/Contractor, within a reasonable time not in any case exceeding 6 months from the date of intimation of defects. Suppliers/Contractor's responsibility arising out of supply of material or its use whether on warranties or other-wise of correcting the defects or replacing the defective part/material shall not in any case exceed the cost of original material and upon the expiry of the warranty period stipulated above, all such liabilities shall terminate.

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

In case the replacement/repair of defective material is not carried out within 6 months of intimation of defects, the supplier/contractor shall have to pay interest @12% per annum on the value of each complete operational unit of equipment beginning from the date of intimation of its failure/damage upto date of its receipt in store/re-commissioning after the replacement/repair whichever is earlier. PSTCL shall get the repaired equipment recommissioned on priority.

In case the supplier fails to remove the defective supply within a reasonable period, despite serving written notice to him, the corporation in addition to charging interest @12% as per above clause also reserves the right to dispose of defective material in any manner considered fit by it at the sole risk and cost of the supplier. Any sale proceeds of the defective material after meeting the expenses incurred on its custody, disposal, handling etc. shall however, be credited to the supplier's account and set-off against any outstanding dues of the Corporation against the supplier. Suppliers/Contractor's responsibility in total shall not in any case exceed the cost of original equipment.

19. CHANGES

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

20. DISPATCH INSTRUCTIONS

The material will be required to be dispatched as per the dispatch instructions issued by the PSTCL.

21. RAW MATERIAL

The raw material to be used in the manufacture of the goods/equipment to be supplied against Purchase Order/Contract shall be new and of the best quality (unless it is of the quality specifically mentioned in the NIT) of its kind obtainable in the market. The Supplier/Contractor shall be solely responsible for the procurement of raw material required for the purpose.

22. SECURITY DEPOSIT

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

- a) Ordinarily the Earnest money received against tenders shall be converted into Security Deposit. If the amount of earnest money received against tenders is more than the amount of Security Deposit required against the Purchase Order/contract, the balance shall be refunded within one month of the finalization of the tender enquiry and in case of shortfall, if any; the contractor/Supplier shall be required to deposit the additional amount online or in the shape of BG.
- b) The tenderers having permanent earnest money deposit of 10 lacs (Rs. Ten lacs) with the Corporation and hence exempted from depositing Earnest Money with tender, shall also be required to submit Security Deposit at 2% of ordered value in the form of Bank Guarantee/Demand Draft/RTGS within 30 days from the award of Purchase order/contract.
- c) The following shall be exempted from depositing Security against Purchase orders/contracts given to them: -
 - i) Public Sector undertakings fully owned by the Punjab Govt./Central Govt./ Other State Govts. supplying material directly through units owned by them subject to the submission of documentary evidence of Govt. ownership. Exemption shall not be applicable, if the tender is submitted for supply of material through a private unit/manufacturer.
- d) On faithful execution of Purchase Order/Contracts in all respects, including warranty period, if any, Security Deposit of the Contractor/Supplier shall be released by the Contracting/Purchasing Agency. The refund of the Security Deposit shall be made within 30 days from the issue of security release order by the concerned purchasing agency.

In the event of default on the part of the Contractor/Supplier in the faithful execution of Purchase Order/contract, his Security deposit shall be forfeited by an order of the contracting/Purchasing agency under intimation to the office of SE/IT who shall get the same uploaded & displayed on website of PSTCL.

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

23. INSPECTION AND TEST

- (i) On receipt of material, PSTCL shall inspect the material at random as per provision of the Purchase order/contract, irrespective of the fact whether or not; it has been inspected before dispatch. If the shortage/deviation from declared quantity /specification is noticed, the same shall be reported immediately by the consignee to the supplier, under intimation to all concerned. On receipt of such intimation from consignee(s), the CE in charge of the stores shall fix a date and time for joint verification under intimation to the supplier & all concerned giving minimum 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 PSTCL shall be at liberty to do joint verification in his absence. The shortage/discrepancies so detected shall be applied on the full lot. In case shortage/discrepancies, in particular lot supplied to various consignees, are also noticed by different consignees, the above procedure shall be followed for joint verification by each and all such consignees. The maximum shortages/ discrepancies detected by any of the consignees shall be applied to the entire lot of material supplied to various consignees. In case of any failure of material during random checking, PSTCL reserves the right to reject the entire lot at the risk and cost of the supplier.
- (ii) In addition to the inspection and tests referred to in the forgoing clauses in this regulation, it may be necessary in certain cases to prescribe the submission of test certificates issued by the supplier's own laboratories or any other agency specifically mentioned in the purchase order. In such cases, the purchasing agency shall further ensure that the prescribed certificate has been received and duly accepted by it before settling the supplier's claim.
- (iii) In case of repeated shortages/discrepancies the firm shall be liable for suspension of business dealings/black listing. This is without prejudice to the other rights arising/accruing to the purchaser under various clauses of the Tender specification & Purchase Order-Cum-Contract.

24. CANCELLATION/FORECLOSURE OF PURCHASE ORDER

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

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

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

In case the supplier refuses to accept the offer, then the purchase order shall be cancelled/foreclosed without any financial liability on PSTCL. However, if the supplier is debarred as per PSTCL purchase Regulations, then the cancellation/foreclosure of purchase order shall not have any effect on the debarred status of the supplier.

25. 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.

26. ARBITRATION

- a) If at any time any question, dispute or difference, whatsoever, shall arise, between the Purchaser/PSTCL and the Contractors/Suppliers, upon or in relation, to or in connection with the Purchase Order/Contract, either party may forthwith give to the other, notice in writing of the existence of such question dispute or difference and the same shall be referred for sole arbitration as per the provisions of the Indian Arbitration Act,1996 (amended upto date) who shall give a reasoned/speaking awards. The award of the Sole Arbitrator shall be final and binding on the parties under the provisions of the Indian Arbitration Act, 1996 (amended upto date) and of the rules there-under. Any statutory amendment, modification or re-enactment thereof for the time being in force, shall be deemed to apply to and be incorporated in the Contract/Purchase Order.
- b) Upon every or any such reference, the cost and incidental expenses to the reference and award shall be at the discretion of the Sole Arbitrator so appointed who may determine the amount thereof or direct the same to be taxed as between Solicitor and Client or as between party and party shall direct by whom and to whom and in what manner the same is to be borne and paid.

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

27. ORDER PREFERENCE

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

- a) The rate of Punjab based firms shall be de-escalated by 15% for all the units (i.e. $100 \times \text{Quoted Rates}/115$). For these firms, quantity upto 50% of the total ordered quantity may be reserved provided their de-escalated rates fall below the lowest rates considered for the placement of purchase orders/ contract. For the purpose of allocation of quantity against Order Preference, the merit position of the Punjab based eligible firms shall be prepared separately. However, where the Punjab based firms qualify amongst the lowest bidders on their own quoted rates, they shall also form part of the original merit list without order preference for the purpose of allocation of quantity.
- b) Purchase order on the Punjab firm claiming order preference & found eligible as per clause (a) above would be placed on the lowest rates (L-1) considered for the placement of purchase orders/ contract.
- c) The Punjab based firms claiming order preference shall be required to furnish an undertaking in prescribed form (Section-VII) 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 Section VII their earnest money shall be forfeited apart from initiating further administrative action, such as suspending business dealings blacklisting etc.

28. CONSTITUTION, EXPERIENCE AND FINANCIAL STANDING

The Tenderers shall invariably supply the following information with the Tenders:

- a) Constitution and Composition of the firms
 - (i) If a Joint Stock Company, copy of its Memorandum and articles of Association and other particulars.
 - (ii) If a partnership firm, a copy of the partnership deed and particulars of its partners.

- (iii) If a proprietary concern, the standing of the proprietor and if registered with the Registrar of Companies/Firms, their registration no. etc.
 - (iv) Documentary evidence (Latest copy of memorandum of Micro Small & Medium Enterprises filed under section-8 of MSMED Act, 2006 duly acknowledged by competent authority.) of being a Micro, Small & Medium Enterprise. If the bidder does not submit the proof at the time of submission of its bid, it shall be considered as a Large Enterprise.
 - (v) A certificate for the last financial year, duly signed by any Director/ Partner/ Proprietor and Chartered Accountant that investment in Plant & Machinery of the enterprise does not exceed Rs. 25 Lac in case of micro and Rs. 5.00 Cr in case of small enterprise as prescribed in section 7 (1) a (i) & (ii) of the MSMED Act, 2006.
- b) In case of authorized representative.
 - i) Name and particulars of manufacturers
 - ii) Certified copy of the instrument of authorization of the supplier/ Manufacturers.
 - iii) Experience and standing in the market
 - c) Particulars of the Purchase order/Contracts executed with PSTCL and/or performance certificates of having executed Purchase Order/Contract of other State/ Central utilities.
 - d) Financial Position
 - (i) Balance sheets etc. for the last three years, including Trading, manufacturing, Profit and Loss Account should be duly certified by the Chartered Accountant.
 - (ii) Copy of PAN Card of the firm and director(s) and IT returns of last 3 years
 - (iii) Bank references
 - (iv) Solvency certificate not more than 12 months old.
 - (v) GST Registration Certificate.

29. INFORMATION REGARDING DOCUMENTS TO BE SENT TO THE 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.

30. REVERSE AUCTIONING/BIDDING

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

- a) In case the no. of bidders are more than 3, the H1 (Highest) bidder shall not be eligible to participate in further process of the tender and his tender shall be rejected.
- b) All other Bidders shall be assigned a unique user name and password by e-tendering agency of PSTCL. Bidders are advised to change the password after the receipt of initial password from PSTCL to ensure confidentiality. All bids made from Login IDs assigned to bidders shall be deemed to have been made by bidders/bidders' company/ bidders' authorized representatives.
- c) Eligible Bidders shall be required to submit their acceptance to the stipulated terms and conditions before participating in the R.A.
- d) Online Reverse Auction shall be conducted by PSTCL on pre-specified date and time for duration of 1 Hour. The bidders may quote the bids from their own offices /place of their choice. Internet connectivity is to be ensured by bidders themselves.
- e) All Eligible bidders are required to submit their price bid along with submission of Techno-commercial bid as per schedule. Only those bidders who submit their original bids within the scheduled time and who are considered technically and commercially eligible shall be eligible to participate in RA process.
- f) Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction: -
- Start Price
 - Decrement Value
 - Current Bid value of the Bidder (Total Bid Price)
 - Best bid in the Auction (Current L1 price)
 - Next Valid Bid (Total Bid Prices to be quoted in order to become L1)
 - Minimum Bid Price (Bidder to enter his minimum Bid Price here)
- g) 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.
- h) **Auction Extension Time:** If a valid bid is placed within 5 minutes of End Time of the RA, then Reverse Auction duration shall get automatically extended for another 5 minutes from the existing end time. It may be noted that the auto extension will take place if a valid Bid comes in those last five minutes. If a bid does not get accepted as the lowest Bid, the auto-extension will not take place even if the bid might have come in last five minutes. The above process shall continue till no valid bid is received in last 5 minutes which shall mark the completion of reverse auction. The bidders are advised not to wait till the last moment to enter their bid so as to avoid complications related to internet connectivity, network problems, system crash down, Power failure etc. No request for extension in time period of RA due to any of the above reasons shall

be entertained by PSTCL.

- i) If no bid is received within the specified time duration of the online RA, then PSTCL shall reserve the rights to scrap the online RA process and proceed with the L-1 Bid Price received through e- tendering for further processing.
- ii) After completion of online Reverse Auction, the Closing Price (CP) shall be considered as L1 rate for further processing including negotiations (if required). Based on the final price quoted by bidders, the successful bidders shall be required to submit summary of Final Price in prescribed format (Summary of Final Price-Reverse auction, Uploaded by PSTCL in Excel Sheet) within 2 working days of conclusion of the RA. In case a bidder fails to submit the above Summary, then it may lead to cancellation of bid and call for action against the bidder which may include forfeiture of EMD/PEMD and suspension of business dealings etc. The final break up of prices will be given in a manner that all quoted prices shall be reduced proportionately by the same percentage and not arbitrarily.

Note:-

- (i) L-1 (after RA) bidder will submit the final price break-up without altering originally quoted F & I. Final price breakup may not be obtained from other bidders. Their final price break-up may be worked out proportionately without altering their originally quoted F&I and comparative statement be prepared accordingly.
- (ii) PSTCL shall reserve the rights to cancel/reschedule the RA process/ tender at any time, with due intimation to all concerned, without assigning any reason.
- (iii) Other terms and conditions shall be as per bidder's Techno-Commercial offers and as per PSTCL's bidding documents and other up to date correspondence (if any).

31. 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.

The detailed Purchase Order so issued shall be termed Purchase Order-Cum-Contract Agreement. It will be obligatory on the part of the successful Tenderer to execute within one month of the receipt of detailed order, a legal contract agreement on non-judicial stamp paper of the appropriate value. The contract shall be made in duplicate and one copy will be retained by each party.

32. 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.

PSTCL, Patiala

Dy.CE/IT

SECTION – III
TECHNICAL SPECIFICATIONS

A. Minimum technical specifications of Laptop (56 nos.):

S.N.	Feature	Minimum Required
1	Processor	10th Generation Intel® Core™ i5 Processor (8MB Cache)
2	Display Size	14 inch, Full HD (1920 x 1080)
3	Memory	8GBx1, DDR4, 2666MHz and above, expandable Up to 16 GB
4	Graphics	Intel Integrated Graphics
5	Connectivity	802.11 ac 1x1 wifi Bluetooth
6	Ports	3 x USB, 1 X HDMI, 1 combo Headphone/Microphone jack
7	Storage	512GB SSD
8	Camera	Integrated Widescreen HD (720p) Webcam with digital Mic
9	Sound	Inbuilt Speakers
10	Battery Life	At least 4 hrs Back up
11	Keyboard/Touchpad	Full Size Spill Resistant Keyboard
12	OS	Factory Preloaded Windows 10 Professional or higher
13	Carry Case	OEM Backpack
14	Accessories	Charger, necessary cables and supporting software
15	Certification	Energy Star, BIS
16	Warranty	3 years OEM (on site) including battery

B. Minimum specifications of Printer (68 nos.):

S.N.	Feature	Minimum Required
1	Printing Technology	Laser
2	Type of printing (Mono/Color)	Mono
3	Supported Paper Size	A4, Letter, Legal
4	Print Speed	30 ppm
5	Duplexing Feature	Automatic Duplex
6	Monthly Duty Cycle	10000 pages (apprx.)
7	OS Compatibility	Windows 7 and higher, Linux, Mac OS X v10.7.5 or higher
8	Accessories	Necessary cables and supporting software
9	Certification	BIS
10	Warranty	3 years OEM (on site)

C. Minimum specifications of UPS (12 nos.):

S.N.	Feature	Minimum Required
1	Input Phase	Single Phase
2	Waveform Type	Pure Sinewave or Simulated Sinewave or Stepped approximation to a Sinewave
3	Output Power Capacity	600VA
4	Efficiency (Inverter)(%)	$\geq 90\%$
5	Rated Battery Voltage	12 V
6	No. of sockets	3
7	Accessories	Necessary cables and supporting software (if any)
8	Certifications	BIS, ISO 9001, 50001, ROHS
9	Warranty	2 years OEM (on site)

STATEMENT OF DEVIATIONS

(To be filled by tenderer)

Tenderer shall carefully state below any and all points in this proposal which are not in accordance with PSTCL's Technical Specification and the General Instructions: -

Sr. No.	Para no.	Technical/Commercial Deviation, if any.
1. 2. 3. contd...		
Sr. No.	Para no.	General Deviation, if any.
1. 2. 3. contd...		

We hereby certify that the above mentioned are the only deviations from Purchaser's aforesaid specifications and general conditions.

Date

Authorized Signatory

Name: _____

Designation: _____

Address and Seal of the firm

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

SCHEDULE OF PRICES

Sr. No	Description of Equipment	Qty. (Nos) A	Unit Cost				Total amount
			Unit cost (in Rs.) B	GST as applicable (_%) C	GST Amount (Rs.) D	Total Unit cost (FOR destination) E = (B+D)	A*E (in Rs.) F
1.	Laptops	56					
2.	Laser Printer	68					
3.	UPS	12					

Total Amount in figures and words

- 1 Certified that I/We (M/s _____) have read and understood the terms and conditions of NIT and the tender specification including scope of work & I/We undertake to abide by the same.
- 2 Certified that I/We have quoted the above rates after fully satisfying myself/ ourselves about the job involved and time frame in which the same has to be executed. All the statutory levies such as GST and any other charges have been included in the above rates.

Signature _____

Name _____

Designation _____

Seal of Company

Note: -

- 1) A copy of GST no. (duly attested) be also uploaded on website through e-tendering process of PSTCL.
- 2) Incomplete or partially quoted & conditional tenders shall be rejected.

Dy.CE/IT
PSTCL, Patiala

UNDERTAKING FORM (Order Preference)

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

We _____ state that our works are situated in the state of Punjab and we claim "Order Preference" as stipulated in the PSTCL. tender specification No. _____ Due on _____ against which we have submitted out tender No. _____ Dt. _____ .

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 LTD in accordance with its Purchase Regulations. It is further understood that in the event of refusal by us or failure on our part to execute the order/contract(full or part) placed/awarded on to us under 'Order preference' on any account whatsoever, the PUNJAB STATE TRANSMISSION CORPORATION LTD shall have the right to forfeit the earnest money deposited by us and we shall have no claim for the refund thereof. The PUNJAB STATE TRANSMISSION CORPORATION LTD shall also have the right to suspend without prejudice to other rights accruing to the PUNJAB STATE TRANSMISSION CORPORATION LTD under the Purchase Order/ Contract if placed / awarded on to us.

Signature of Constituted Attorney

CONTRACT AGREEMENT FORM

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

This contract agreement made this.....day ofin the year.....between the Punjab State Transmission Corporation hereinafter called 'Purchaser' and M/s.....having their Regd. Office at..... hereinafter called 'Contractor' for the supply and delivery/construction ofin accordance with Purchaser's Enquiry No.....dated.....and Contractor's Proposal No..... dated.....

This is in confirmation of the advance acceptance notified in the Purchaser's letter No.....wherein the Purchaser has accepted the proposal of the Contractor for the supply and delivery/Construction of.....as per Purchase/Work Order No.....

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

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

This agreement contains pages.

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

CONTRACTOR

PURCHASER