

Annexure-B

GENERAL TERMS AND CONDITIONS TO BE OBSERVED BY TENDERERS

1. The following instructions must be carefully studied/ complied by all tenderers in order to ensure submission of a complete and comprehensive tender. Failure to comply with any of these instructions or to offer brief explanation for non-compliance is likely to render effective comparison of the tender as a whole impossible and may lead to rejection of otherwise competitively lowest offer. Quotations/tenders/ bids not strictly in accordance with these instructions are liable to be rejected:
 - (i) The tender must be complete in all respects.
 - (ii) In case of manual tendering:
 - a) Tender shall be submitted in duplicate, triplicate or quadruplicate as desired and all copies shall be separately tagged and clearly marked as 'Original', 'Duplicate', 'Triplicate' or 'Quadruplicate'.
 - b) The tenderer shall seal original or each part of the Tender separately in double envelop duly marked as Part-I and Part-II. The inner envelop of each part of the Tender shall indicate the name and complete address of the tenderer. The Tender shall be submitted in duplicate, triplicate or quadruplicate as desired. Other copies of the Tender shall be similarly sealed and marked. **Envelope marked Part-I 'Commercial & Technical conditions' (Qualifying Financial Effects) shall be opened first. In case financial effects are unambiguous and without any reservations specified and offer is technically acceptable, only then Part-II 'Price Bid' of those tenderers shall be opened.**
 - c) Quotations received by email/ fax will not be accepted except for proprietary items.
2. The Officer inviting tenders, Contracting/Purchasing Agency/PSTCL (hereinafter referred to as "purchaser") reserves the right to modify the schedule of requirements, technical particulars and the specifications at any time before the opening of the tender enquiry and to place the order as a whole or in parts, and to reject any or all the tenders received without assigning any reasons. He will not be responsible for expenses or losses that may have been incurred by Tenderer/bidder in the preparation of its tenders and nothing shall be paid on this account.
3. In case of tenders processed manually, Quotations/Tenders should be enclosed in double covers both addressed to **Addl. S.E., P&M Division, PSTCL, Bathinda**. Both (inner & outer) covers shall be sealed and subscribed with Tender No. as given in the Tender Enquiry/NIT/Tender Specifications along with the Tendered item and date on which the Tender enquiry is due for opening.
4. Quotations/Tenders shall be received in the office of **Addl. S.E., P&M Division, PSTCL, Bathinda**. (Purchaser), up to the date and time specified in the NIT/Tender Specifications) and shall be opened the date and time specified in the NIT/Tender Specifications) in the presence of bidders or their authorized representatives who wish to be present. In case the due date of opening tender enquiry happens to be a holiday, then the tenders shall be received and opened on the next working day at the same time
5. **Prices:**
 - 5.1 The unit rates shall be quoted F.O.R destination at any Railway Station in Punjab/PSTCL Railway siding, wherever existing or at the stores of PSTCL through road transportation, which will be treated at par with F.O.R. destination. The breakup of the F.O.R. destination price shall be given by the bidders as under:-

- (a) The price of material including of Packing & Forwarding charges forming part of production cost, freight charges and transit risk insurance etc. included/covered in F.O.R. destination price.
- (b) Packing/Packaging cost not forming the part of production cost, handling charges, cartage.

5.2 All taxes and statutory duties leviable on the price of finished goods as per clause 5.1 shall be paid extra as applicable from time to time provided the same are shown separately in the quotation/tender as prevalent on the date of submission of tenders, to be paid at the rate as may be 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, and levy payable by PSTCL under reverse charge mechanism.

The Performa for price schedule shall preferably be duly typed. If written by hand then any overwriting, erasing, cutting etc. should be avoided. The rates quoted whether FOR destination or ex-works should be given in both figures and words.

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

5.4 The quoted prices shall be 'FIRM'.

6. Validity of offer

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

7. Terms of Payment

7.1 100% payment of contract value pro-rata for each consignment of operationally complete equipment dispatched after approval of Inspecting Authority/Test Certificate etc. along with taxes & duties and other Statutory levies as per contract shall be paid within 45 days against receipted challans along with 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 running bills.

7.2 If the supplier submits bills along with 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

Material will be delivered to Consignee Authority within 30 days from receipt of PO.

However, the early delivery shall be preferred and appreciated. Firm shall ensure the quickest possible delivery. The firm/supplier will be responsible for the safe delivery of the goods at the destination through transport.

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 applies 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.

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. 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.

13. Earnest Money

13.1 The Tenderers shall be required to submit Earnest Money at the following rates through Net Banking or RTGS/NEFT along with the tenders:-

a) Tenders Valuing less than Rs. 5.00 lacs and spot tenders	--Nil--
b) Tenders Valuing Rs. 5.00 lacs and above (Other than spot tenders.)	@2% of tender value rounded off to a multiple of Rs. 10/- on the higher side, subject to a minimum Rs. 10,000/- and a maximum of Rs.10 lac.

The following shall be exempted from depositing Earnest Money:-

- 13.2.1 Public Sector undertakings fully owned by Punjab. Govt./Central Govt./Other State Govts. Supplying material directly through units owned by them provided that a certificate of Govt. ownership issued by the concerned Govt. Department shall be submitted in the envelope for Earnest Money. Exemption shall not be applicable if the tender is submitted for supply of material through private unit/manufacturer.
- 13.2.2 Suppliers having permanent earnest money deposit of Rs. 10 lacs with the Corporation provided that a certificate to this effect issued by the Accounts Officer/CPC, during three months immediately preceding the due date for tender opening and showing the Serial No./Account No. allotted in the Permanent Earnest Money Deposit Register shall be submitted online. Accounts of Permanent Earnest Money deposit shall be maintained by AO/CPC.
- 13.2.3 Sole Manufactures/Suppliers of Proprietary items, Standardized firms.
- 13.2.4 Suppliers covered under MSMED Act, 2006.
- 13.2.5 In case of tenders not accompanied by full amount of Earnest Money for the items tendered but not less than 25% of the amount due, the order/contract shall be awarded only for part of material/equipment/service limited to a value corresponding to the actual amount of Earnest Money submitted with the tender provided the placing of such part order is otherwise feasible and is in the interest of the Corporation, otherwise such tenders shall be ignored.

13.2.6 The amount due, as referred above shall be calculated @ 2% of the tender value and subject to maximum amount of Rs. 10,00,000/-. Therefore 25% of the earnest money shall thus be worked out on the basis of the entire amount so calculated, which shall, of course, be subject to maximum of Rs. 10,00,000/-and minimum of Rs.10,000/-.

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.

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.

In case of firms not falling within the zone of consideration, earnest money may be refunded immediately wherever possible. For the firms falling within zone of consideration, EMD shall be refunded within 30 days of the award of order/contract to the successful tenderers or the closing of the Tender Enquiry.

In case of tender not accepted, the Earnest Money shall be refunded within 30 days thereafter.

If a firm withdraws its bid before the due date of opening of tender, the EMD of the firm shall be refunded within one month from the date of issuance of release order by the tender inviting authority.

No interest shall be paid by PSTCL on EMD/PEMD deposited by the tenderer/bidder.

14. GST & Other Statutory Levies

PSTCL is registered centrally in the state under **GSTIN03AAFCP4714J1ZK**.

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

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

14.2 In case the GST is applicable and is required to be paid extra as referred to Para-(i) above, the tenderer should clearly indicate HSN code of item along with present rate (in percentage) applicable to their company.

14.3 The maximum rate (in percentage) up-to which the GST may become leviable/payable under the prevailing Rules & Regulations applicable to their company, should also be clearly indicated in their tender.

14.4 In case the GST is applicable/payable, necessary certificate of GST claimed/GST Gate Pass duly authenticated by the authorized representative of GST Authorities, shall however, be

furnished by the supplier along with each consignment the supplier should, therefore, clearly indicate in their tender that whether such GST Gate Passes/Certificates shall be furnished by them or not.

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

- 14.5** Further any loss due to non-availability of ITC or levy of penalty/interest payable by PSTCL on account of non-filing of return or non-compliance or any miss-statement given under the provisions of GST ACT by the firms shall be recoverable from them.
- 14.6** Further GST at applicable rates on principal supply shall be payable on Freight and Insurance.
- 14.7** Any other statutory levies shall be payable in case it is shown separately in the quotation/tender.

15. Insurance

- 15.1.** The rates are required to be quoted on F.O.R destination basis and it is the responsibility of the Supplier to deliver the goods in sound condition at F.O.R. destination and for that purpose the Supplier may at his option insure the material against all risks at his own cost during transit for full delivered value of the material up to destination. All works in connection with making and setting of claims, if any, with Railway Authorities and/or Insurance Company or any other party shall be carried out by the supplier/contractor for whom 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.
- 15.2.** All damages and or shortages during transit as covered by the Insurance shall be made good immediately on receipt on such information from the consignees without waiting for settlement of claims. However. In case of apparent damages and/or shortages, the consignees shall obtain the loss/damage certificate from the Railway Authorities/Transport party and send the same to the Supplier/Contractor within a period of thirty days from the date of receipt of material. A certificate shall be submitted by the Suppliers/Contractors with each bill to the effect that the material has been duly insured.
- 15.3.** The consignees shall report losses and damages to the firm within 30 days of the arrival of the equipment at the site. It will, however, be supplier's responsibility to prefer timely claims on the insurance underwriters and to arrange replacement thereof to the consignees.
- 15.4.** The suppliers shall be wholly responsible for the loss, shortages and damages etc. during transit. Such shortage and damages etc., will have to be replaced/repared by the Supplier/Contractor free of cost immediately without waiting for maturing of the Supplier's/Contractor's claims with the Road Transport/Railway Authorities regarding insurance.
- 15.5.** In case replacement/repair of defective material is not carried out within six months of intimation of damages, supplier shall have to pay interest at the rate 12% per annum on the payments made by the PSTCL from the date of its payment up to 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.

16. Warranty

The Supplier/Contractor shall be responsible to replace free of cost (with no transportation and insurance expenses) to the Corporation up to the destination of material/equipment, the whole or any part of the material which under normal and proper use and maintenance, proves defective in material or workmanship within 12 months from the date 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 effected 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 otherwise 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.

17. 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.

18. Dispatch Instructions

Material will be delivered to Consignee Authority within 30 days from receipt of PO.

However, the early delivery shall be preferred and appreciated. Firm shall ensure the quickest possible delivery. The firm/supplier will be responsible for the safe delivery of the goods at the destination through transport.

19. 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.

20. Samples

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

21. 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.

22. Jurisdiction

All legal proceedings in connection with this Purchase Order/Contract shall be subject to the territorial Jurisdiction of the Local Civil Courts at **Bathinda-151001 (Punjab)** only.

23. 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 up to 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 up to 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.
- 24.** All terms and conditions of all sections of Purchase Regulations 2021 of PSTCL amended up to date, which can be seen in the office of the undersigned, shall be applicable.


Addl. S.E.
P&M Division
PSTCL Bathinda