

ANNEXURE-I

PUNJAB STATE POWER CORPORATION LIMITED
[Office of Chief Engineer/ Stores & Disposal, D-3 Shed, Shakti Vihar, PSPCL, Patiala]

**General Terms & Condition for e – auctioning of sale of
scrap,obsolete,unserviceable material of PSPCL**

1. Conditions of Auction sale

For the purpose of these rules, the Disposal Committees constituted by the Punjab State Power Corporation Limited for disposal of surplus, obsolete, unserviceable stores/tools & plants/equipments etc. (thereafter referred to as “Goods”), shall be called as the Committee. There are two Disposal Committees namely Disposal Committee (North) headed by Controller of Stores & Disposal (North) with its office at 66KV Sub Station, Near Old Subji Mandi, GT Road, PSPCL, Ludhiana and Disposal Committee (South) headed by Controller of Stores & Disposal (South) with its office at F-1 Shed, Shakti Vihar, PSPCL, 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’s 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 PSPCL 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 documents 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 Sales 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 following documents to the Disposal Committee (South), Patiala through e-mail / fax 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 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 in charge of the concerned store at the time of lifting of material.

Registration of the bidders with Service Provider shall be common for both the Disposal Committees. 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 office of Sr.XEN / ASE , Central Store, Patiala for participating in all forward e-auction of PSPCL 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 COS&D(South),Patiala and COS&D(North),Ludhiana.

PEMD can either be deposited through DD / Banker's Cheque in the favour of PSPCL payable at Patiala **or directly in the bank account of central store, Patiala through RTGS/ NEFT/ Bank Transfer. They should also intimate PEMD details immediately to Sr. XEN/ASE, Central store, Patiala through e-mail or otherwise with a copy to COS&D/ South, Patiala and COS&D/ North, Ludhiana.**

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

The PEMD shall be kept by PSPCL 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 in the office of Sr.XEN / ASE , Central Store , Patiala in case of stores/locations falling under the jurisdiction of COS&D(South),Patiala and in the office of Sr.XEN / ASE , Central Store , Ludhiana in case of stores/locations falling under the jurisdiction of COS&D(North),Ludhiana .The payment shall be accepted through DD/ Banker's Cheque .

The successful bidders may also deposit the bid security amount directly in the bank accounts of these stores through RTGS/ NEFT/ Bank Transfer, provided they also intimate the auction/ lot wise details of amount deposited to Sr. XENs/ASEs in charge of these stores through e-mail or otherwise immediately with a copy to COS&D concerned.

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 case 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 PSPCL for a period as decided by respective 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 COS & D 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 the Punjab State Barrier.

6. Period for payment and lifting of goods:

(a) Balance value of goods plus Sales Tax, surcharge and other taxes shall be paid by the successful bidders in the concerned store of the PSPCL from where the material is to be lifted and Goods lifted within the periods of 30 days and 45 days respectively 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 installment, which shall be specified in the Sale Order, and this extra amount will be adjusted by short payment of last installment. In such cases, it must be ensured that the payments as well as the lifting of goods for final installment 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 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 PSPCL for a period as decided by respective Disposal Committee. The goods shall then be re-sold as and when the PSPCL thinks best, without any notice to the defaulting bidder / firm. Any gain / loss on re-sale shall belong to the PSPCL.

(e) Prices offered at the time of bid shall always be deemed to be ex-stores of the PSPCL, exclusive of Sales Tax, Education cess and any other taxes/statutory levies, that may be levied by the Govt./Local Bodies from time to time.

(f) Sales Tax / VAT , other taxes(as applicable), leviable on the sale of goods to the successful bidders shall always be payable by the bidder/purchaser. In case of difference/disputes regarding the rate, amount of Sales Tax / VAT due to a 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 Sales Tax Act, he may submit prescribed form in lieu of the Sales Tax wherever applicable.

In case the firm of the purchaser is located outside the Punjab State, he will have to pay full CST at the time of making payment of the sales price of the goods. In case he is a registered dealer under the CST Law and deals in the goods purchased by him, he may give form 'C' and pay CST at concessional rates as declared by the Govt.

(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 PSPCL 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 PSPCL in addition to the price.

(i) All expenditure towards transferring the ownership of the goods, e.g. vehicle etc. shall be borne by the purchaser and he shall be required to initiate and take action for transferring the ownership of the goods.

(j) For all payment received by the PSPCL, 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) ¼ % per day of the value of the unlifted goods for the first 10 days.
- ii) ½ % per day of the value of unlifted goods for the next 10 days.
- iii) 1 % per day of the value of the unlifted 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 PSPCL 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 PSPCL 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. Conditions 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 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 RoadTax/ 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 PSPCL 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 PSPCL 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 PSPCL shall entertain no claim for such damages, which have been caused due to various force majeure condition.

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 Sr. XEN/ 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 direct, before permitting the removal of the goods. The purchaser or his representative will have to visit the concerned store of PSPCL 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 / Weightment:

When the material is to be sold on the basis of weight, the weightment shall be done by the weighing machine available in the stores of the PSPCL, in case such a weighing machine/ arrangement is available. In cases where proper weighing machine facilities are not available in the PSPCL 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 PSPCL store. The decision of the Sr. XEN/ AEE/ AE in charge of the stores in his matter will be binding on the purchaser. Cost, if any, involved in the process of weighing

shall be borne by the PSPCL. The purchaser shall, however, 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 Sr. Xen in charge of the Store at the time of lifting of material.

13 Re-Sale:

Re-Sale within the premises of the PSPCL shall not be recognized and the sale/ release order shall be issued by the PSPCL 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 PSPCL 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 PSPCL 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 PSPCL, the PSPCL 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 PSPCL. If even this adjustment is not sufficient to cover the full amount recoverable from such purchaser, then the purchaser shall pay to the PSPCL on demand, the balance becoming due from him.

18. Should there be any amount becoming due to be payable to the purchaser/ bidder (including Bid Security) under this auction sale or any other account, such amount may be appropriated/ adjusted by the PSPCL or any other person/ persons acting on behalf of the PSPCL or otherwise adjusted against the claims of the PSPCL, against any purchaser/ individual, was adjusted with the claims of the purchaser against the PSPCL in any other transactions.

19 **Correspondence:**

All correspondence regarding the auction and sale order shall be addressed to the Controller of Stores & Disposal (South), F-1 Shed, Shakti Vihar Complex, PSPCL, Patiala in case of sale by Disposal Committee (South) and to the Controller of Stores & Disposal (North), 66KV Sub Station, Near Old Subji Mandi, GT Road, PSPCL, Ludhiana in case of sale by Disposal Committee (North).

20. **Jurisdiction:**

All legal proceedings in connection with the auction sale order/ contact issued by Controller of Stores & Disposal (South) and Controller of Stores & Disposal (North) shall be subject to territorial jurisdiction of local Civil Courts at Patiala and Ludhiana respectively.

Controller of Stores & Disposal (North),
PSPCL, Ludhiana

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 PSPCL within 2 hours of close of auction.

Controller of Stores & Disposal (North),
PSPCL, Ludhiana