

(Enquiry No: _____ Dated: _____)

TENDER DOCUMENTS

FOR

Outsourcing of 3 No. Mahindra Bolero/TUV 300/XYLO or equivalent vehicle along with driver.

AT

GVKPGSL/GATP, GOINDWAL SAHIB,

**OFFICE OF THE
Dy. Manager/HR & Admin,
GVKPGSL/GATP,
GOINDWAL SAHIB**

MAIN INDEX

NAME OF WORK - Outsourcing of 3 No. Mahindra Bolero/TUV 300/XYLO or equivalent vehicle along with driver.

Name of Circle- Mechanical Mtc. Circle-I, GVKPGSL/GATP, Goindwal Sahib.

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GVK Power (Goindwal Sahib) Limited

Regd. Office: Plot No. 10, Paigah Colony, Sardar Patel Road,

Secunderabad-500003, Telangana, India

CIN:U40109TG1997PLC028483

(A wholly owned subsidiary of Guru Amar Das Thermal Power Limited, GATPL)

(A step down wholly owned subsidiary of Punjab State Power Corporation Limited, PSPCL)

NOTICE INVITING TENDER

Tenders are invited on behalf of GVKPGSL/GATP, for execution of following job: -

Sr. No.	Description of Work	No. of Vehicles
1.	Outsourcing of 3 No. Mahindra Bolero/TUV 300/XYLO or equivalent vehicle along with driver.	3

**Dy. Manager/ HR & Admin,
GVKPGSL/GATP, GOINDWAL SAHIB**

GVK Power (Goindwal Sahib) Limited

TENDER NOTICE **OPEN PRES TENDER**

1.	Address of issuing authority	Dy. Manager/ HR & Admin GVKPGSL/GATP, P.O.Ghanauli, GOINDWAL SAHIB-140113
2.	Tender Enquiry No.	<u> </u> <i>dated :</i> <u> </u>
3.	Scope/short description of work	Outsourcing of 3 No. Mahindra Bolero/TUV 300/XYLO or equivalent vehicle along with driver.
4	Last date for Receipt of tender document	<u>24-08-2026</u>
9.	Completion period	One year from the date of issue of Work Order with further extend as per latest instructions with same term & conditions.

Note:-

1. GVKPGSL reserves the right to reject any or all the tenders without assigning any reason.
2. GVKPGSL Works Regulations 1997 clauses amended up to date shall also be applicable.

**DY. Manager/HR & Admin,
GVKPGSL/GATP, GOINDWAL SAHIB.**

TERMS AND CONDITIONS:-

1. For the vehicles not more than 5 years old, work order shall be initially for a period of one year and the same shall be extendable on year to year basis for a further period of three years, on the satisfactory performance of the vehicle/service provider subject to condition that the vehicle can continue in the department up to the 7 years of its life. Hence the maximum period for which a vehicle can be hired is 4 years.
2. Only Commercial Vehicle with yellow number plate entry in Registration Certificate shall be hired.
3. If the contractor does not supply yellow number plate vehicle then his security will be forfeited and he will be black listed.
4. The vehicle should have valid RC, Insurance and Pollution certificate and the renewal of the same shall be the responsibility of the firm.
5. Vehicles shall be available for use round the clock, for utilization at our offices in Punjab, Chandigarh, Delhi and also for deputing to the neighboring States of Haryana, Himachal Pradesh, Rajasthan and J&K.

ELIGIBILITY CONDITIONS:

- i) Tenderer should not be blacklisted by any Govt./Public Sector Utility during last three years. A self-attested undertaking will be furnished by them in this regard.
- ii) Tenderer should have the vehicle registered on his/her/firm's name.
- iii) Photocopies of valid Driving License of Driver must be supplied.
- iv) Photocopy of the Insurance copy of vehicle must be supplied.
- v) Copy of valid PAN issued by Income tax department must be supplied.
- vi) Copy of GST registration must be supplied.
- vii) Copies of registration certificate of the vehicle must be supplied.
- viii) The firm should have independent EPF & ESI account no. issued from concerned department if applicable.
- ix) Tenderer should have minimum 3 no. Mahindra Bolero/TUV 300/Xylo or equivalent in price.

**DY. Manager/HR & Admin,
GVKPGSL/GATP, GOINDWAL SAHIB.**

TERMS & CONDITIONS/ SPECIFICATIONS

- (1) **RATES:** Rates should be quoted on firm basis as below: -

Lump sum monthly rates including first 1000 KM per month shall be quoted. These monthly lump-sum charges shall be payable per month irrespective of the mileage during the month. Rate should be quoted on firm basis exclusive of GST. GST shall be payable by the service provider and service receiver as per the instructions issued by the central Govt. from time to time.

Beyond the KMs to be covered in the lump-sum rates (i.e. beyond 1000 km), fuel cost shall be reimbursed as per following: -

Fuel cost for extra KMs beyond 1000 KM shall be Rs. 9.00 per KM at Diesel cost of Rs. 90.25/- per liter as on 01/04/2022. Variation of 05 paise per Re. 1/- in diesel cost shall be applicable from 1st day of the subsequent month for the vehicle.

In case of lockdown or any other such type of situation, the rate of extra Kilometers will be charged (recovered) for less Kilometers run from the monthly Minimum Kilometers.

- (2) **PAYMENT:**

Payment of Monthly rental on lump sum basis and mileage charges on KM basis, shall be made by accounts office, GVKPGSL/GATP on monthly basis on the presentations of the bill approved by the concerned officer in the succeeding month. Payments will be made through monthly running bills duly verified and approved by the Engineer-In-Charge of vehicle

The contractor shall submit the monthly bill complete in all respect in first week of subsequent month. GVKPGSL will release the payment to contractor preferably with 15 days after submission of complete bill. The contractor will not be paid any extra amount for delay in release of payment by GVKPGSL, if any. The contractor will be bound to make payments to his labour/driver/employees as per provision of labour laws even if payment by GVKPGSL gets delayed because of any reason.

No advance payment on any account will be made. The payment of permit/any other fees & levies at the interstate barrier etc. shall be paid by the firm. Bank Charges if any shall be borne by contractor/ owner of vehicle. Income tax at the prevailing rates shall be deducted while clearing the bills for payment.

- (3) **CONDITIONS REGARDING VEHICLE:**

- i. The contract period shall be initially for a period of one year and the same shall be extendable as per guidelines of latest corporate transport policy.
- ii. Only Commercial Vehicle with yellow number plate, entry in Registration Certificate should be hired.
- iii. No Corporation employee or his family member/relative can participate in the tendering process. In case of any violation, the contract shall be cancelled and such employee shall be liable for disciplinary action.
- iv. If the contractor does not supply yellow number plate vehicle then his security will be forfeited and he will be black listed.

- v. Vehicles shall be available for use round the clock, for utilization at our offices in Punjab, Chandigarh, Delhi and also for deputing to the neighbouring States of Haryana, Himachal Pradesh, Rajasthan and J&K.
- vi. The vehicle shall be insured comprehensively, including insurance for driver, and passengers, during the period of engagement with GVKPGSL. Insurance premium shall be paid by the service provider. In case of any eventuality, lodging insurance claims with the insurance company shall be the responsibility of the service provider.
- vii. Road tax for the vehicle shall be paid regularly and kept updated by the service provider.
- viii. Service Provider shall have valid pollution certificate for the vehicles and the same should be available with the driver to be produced on demand.
- ix. The service Provider shall obtain the passing/ fitness certificate and update Registration of vehicle from the concerned authority at his own cost.
- x. Expenses towards fuel, Mobil oil, service charges and other repairs and maintenance of vehicles shall be borne by the Service Provider and the vehicles shall be always kept in good running condition. In case of breakdown of vehicle, alternate vehicle shall be made promptly available by the service provider.
- xi. Cost of vehicle's registration, insurance, service/repair, road tax, salary/ emoluments/allowances of the driver or any other charges will be borne by the service provider. Only fixed amount and variable charges for extra running kilo meters, if any, shall be paid by GVKPGSL.
- xii. Any Halt charges, penalty including challan, damages, court case, police case, etc. even in case of accidents shall be the sole responsibility of the service provider and GVKPGSL shall not be party in such cases.
- xiii. Vehicles shall possess valid permit. No liability for the Inter -state permit charges would be borne by GVKPGSL.
- xiv. Toll Tax/Parking charges, etc. wherever paid, shall be reimbursed as per actual, subject to the production of its receipts.
- xv. The service provider shall provide a reliable spare tyre, tools, spares and consumables, with every vehicle, in order to attend to minor repairs while travelling and driver should be well versed with minor repairs of the vehicle.
- xvi. The seats should be well cushioned and have fine, neat and clean seat covers and vehicle should have rubber floor mats.
- xvii. Service Provider shall also ensure that the Drivers possess valid driver's license. Validity of Driver's license and fitness of driver should be ensured from time to time.
- xviii. The driver shall be punctual and polite and shall not be under the influence of any intoxicating drink or drug. The service provider shall be responsible for the conduct of the driver. In case of any complaint regarding the conduct of the driver he shall be replaced immediately.
- xix. In case any driver proceeds on leave or is not available on medical grounds or any other ground, alternate replacement shall be the responsibility of the service provider.
- xx. Maximum up to 4 days off in a month shall be allowed including for service and up keep of the vehicle, without any deduction of payment, provided the vehicle has been regularly in use prior to the service. This would be permitted on prior intimation to the concerned officer/office. Service shall be planned on Saturday/Sunday or Public Holidays. In case of non- availability of vehicle due to Breakdown/ servicing on any working day, alternate vehicle shall be provided.
- xxi. In case of non-deputing of vehicle on receipt of requisition from the requisitioning officer or delay in sending the vehicle, a penalty of Rs.1000/- per default shall be leviable.
- xxii. Service provider shall ensure mobile facility to the driver at its own cost.
- xxiii. Log book should be maintained by the service provider.
- xxiv. All the entries of each journey like Date, Place (from, as well as, to,), Time of departure & arrival, Initial/Final Kilometers readings along with KMs run, Purpose (along with additional details required in case of transportation of store material), Signatures of official/officer performing journey (along with his designation) etc. should invariably be made in the vehicle's log book.

- xxv. The service provider shall continue to provide its services even if payment made by GVKPGSL gets delayed because of any reason.
- xxvi. Payment shall be made by cheque/NEFT/RTGS on monthly basis on the basis of Log Book, duly certified by the concerned officer. No advance payment on any account shall be made.
- xxvii. Variation of 05 Paisa, for every Rs. 1/- variation in diesel cost, taking the base rate of diesel @ 90.25/- as on date 01/04/2022 shall be applicable on actual kilometers run, effective from the 1st day of the subsequent month.
- xxviii. In case services of service provider are not satisfactory on any account, the contract can be terminated by giving 15 days' notice.
- xxix. Outstation Night halting charges from 10.00 pm to 06.00 am shall be Rs. 300/-
- xxx. If at any time any question, dispute or difference, what so-ever, shall arise between the Vendor and GVKPGSL, upon or in relation to, or in connection with the order/contract, he may go for arbitration as per Arbitration clause contained in Works Regulations 1997, as amended from time to time.
- xxxi. In the future if the Indian Govt. imposes any ban on Diesel Vehicles, In such situation, the contractor provides the equivalent petrol vehicles at the same Diesel rate and same Terms & Conditions.
- xxxii. In case of breakdown of vehicle during journey, alternate vehicle shall be arranged by the service provider.
- xxxiii. The local contact number i.e. phone, mobile number and address should be intimated to this office immediately.
- xxxiv. The onus of responsibility in case of death or injury to the driver/passenger during the pendency of work or at the time of execution of work will fully lie with the contractor. GVKPGSL will bear no claim/responsibility in this regard whatsoever.
- xxxv. The driver hired on contract basis should have minimum experience of more than 2 years and should be well conversant with the various locations. In case of accident due to negligence of driver, the contractor will bear the whole responsibility with regard to accident.
- xxxvi. All relevant clauses of Corporate Transport Policy issued by as amended from time to time shall also be applicable.
- xxxvii. **ACKNOWLEDGEMENT:-** The receipt of Work-Order may be acknowledged, intimating the date of receipt of Work-Order within 7 days positively to the issuing authority

(4) **CONDITIONS FOR DRIVER:**

- i. Service Provider shall ensure that the Driver possess valid driver's license.
- ii. Driver should be provided with mobile phone for communication & uniform.
- iii. The driver should be very polite and punctual and under no circumstances driver should be under the influence of any intoxicating drink or drug. The supplier shall be responsible for the conduct of the driver. Gate pass will be issued by GVKPGSL/GATP authorities. Driver should not be changed without prior notice to GVKPGSL/GATP authorities.
- iv. The GVKPGSL shall have the right to discontinue hiring of vehicle if the opinion of the officers of the GVKPGSL by whatever designation such officer is called (the expression "Office of the GVKPGSL" hereinafter shall convey by same meaning) the behavior of the driver is found objectionable, and his opinion in this regard shall be final and binding on the supplier.
- v. Alternative replacement of driver shall be the responsibility of contractor/ owner of the vehicle in case driver has to proceed on leave or not available on medical grounds etc.

(5) **Penalty:**

In case of non-deputing of vehicle/driver on any account or delay in sending the vehicle/driver a penalty of Rs. 1000/- per day of the delay shall be levied for each such incidence. In addition, no payment of that day will be paid on pro rate basis. Contractor is liable to make available a substitute vehicle, if the vehicle on contract during transit falls under break down; in case of any inconvenience is experienced in the performance of trips, due to other reasons, failing which alternate arrangement will be made by GVKPGSL at the risk and cost of the contractor and the amount will be deducted from any amount due to the contractor from the GVKPGSL.

The contractor shall on instructions of the Engineer-in-Charge immediately replace/remove from the work any person employed by him who may misbehave or cause any nuisance or otherwise in the opinion of the Engineer is not a fit person to be retained on the work and such person shall not be again employed or allowed on the work without prior written permission of Engineer-in-Charge.

(6) **SECURITY DEPOSIT:**

Security @ 5% will be deducted from the running bills & EMD will be adjusted towards security deposited and will be refunded after faithful execution of the contract.

(7) **STANDARD TERMS AND CONDITIONS:**

- i. Income Tax and other taxes, charges shall be deducted as per prevailing rates while clearing the bills for payment.
- ii. The GVKPGSL will not be responsible for any expenses or losses that may be incurred by the bidder of tender in preparation of the tender.
- iii. If the date of opening of tenders happens to be a holiday, the tenders shall be opened on the next working day.
- iv. In case of accident, any type of challan, halt charges, penalty, damage, court case, police case etc., the sole responsibility will be of the owner of the vehicle and GVKPGSL will not be party in such case.
- v. Due to negligence of driver/firm any loss to GVKPGSL material/ equipment, the firm will be responsible for that and the same will be recovered from the firm.
- vi. GVKPGSL employees and their near relatives are not allowed to bid for tenders. .

Schedule C

GENERAL INSTRUCTIONS FOR TENDERING AND CONTRACT AGREEMENT

Enquiry No. _____ : _____
Dated: _____

Tentative Contract Period _____ : _____ From dated to
 (For one year) and further Extendable as per latest instructions of GVKPGSL prevailing at the time of extension.

1. **SUBMISSION OF TENDERS:**

Notwithstanding anything contained to the contrary in the specifications or tenders or in subsequent exchange of correspondence, these conditions of contract shall be binding on the contractor and any change or variation, expressed or implied, however, made in the said conditions shall not be valid or operated unless expressly approved by the competent authority. The contractor shall be deemed to have fully informed himself and to have special knowledge of the provisions of the conditions of contract here in contained.

The following instructions must be carefully observed by all Tenderers. Quotation/tenders not strictly in accordance with these instructions will liable to be rejected. Failure to comply with any of these instructions or to offer explanation for non-compliance is likely to render effective comparison of the tender as a whole impossible and may lead to rejection of an otherwise apparently lowest offer.

1.1. The tender must be complete in all respects.

1.2 Telegraphic/Tele fax/Telex I quotations will not be accepted.

1.3 The tender (password protected bid) shall be submitted through mail to
lakshmi.maurya@gatp.in .

For any technical clarifications please contact Head – HR&Admin., GVKPGSL, GATP
M - 7702003126

2. **TENDERS TO BE INVALIDATED:**

The tenders must be complete in all respects shall only be submitted online. Conditional, hand written rates, incomplete or not properly sealed tenders and tenders received late due to any reason what-so-ever will be rejected.

3. **INSPECTION OF SITE BY TENDERERS.**

Tenderer should inspect the site and examine and obtain all information required and satisfy himself regarding all matters things before submission of his tender.

4. **SIGNING OF THE TENDERS :**

Tenders or necessary documents shall be signed by the owner or person holding power of attorney by him to do so. Necessary documents in support thereof should be enclosed with bid at the time of submission, failing which tender will not be considered.

5. **TENDER TO CONFIRM TO SPECIFICATIONS:**

Tenderer who proposes any alternation in the work specified in the Tender specification, or in time allowed for carrying out the work or which contains any other terms & conditions of any sort will be liable to rejection.

6. **RATES TO INCLUDE EVERY THING NECESSARY:**

The Rates should be quoted on firm basis as below: -

Lump sum monthly rates including first 1000 KM per month shall be quoted. This monthly lump-sum rental and mileage charges on lump sum basis shall be payable per month irrespective of the mileage during the month.

Rate should be quoted on firm basis excluding GST. The rates shall remain firm during the contract period and any subsequent extension period of contract and there will not be any increase in the rates. GST shall be payable as per actual by the service provider and service receiver as per the instructions issued by the central Govt. from time to time.

Beyond the KMs to be covered in the lump-sum rates (i.e. beyond 1000km), fuel cost shall be reimbursed as per clause 1 of terms & conditions/specifications of NIT.

The estimated tentative KMs to be covered per month for both the vehicles will be around 2500 KM each. However the actual running of the vehicle may be less or more from the estimated running of the vehicle.

Rates quoted should be firm by taking into account all the conditions of NIT, payments or whatsoever to be made to driver. GVKPGSL shall not be liable for any payment made to driver.

7. **ALL CUTTINGS/CORRECTIONS TO BE INITIALLED:**

Each page of the tender document including, the schedule of quantity be signed and dated by tenderer in ink as a token of his having examined the same. Any correction in the rates quoted in the schedule of quantities shall be signed with date by tenderer before submitting the tender. All corrections and additions or pasted slips should be initialed by the contractor. Non-compliance with these conditions will make the tender, liable to rejection.

8. **RIGHT TO REJECT ALL OR ANY TENDER:**

The officer inviting tenders reserves the right to reject any or all the tenders received without assigning reasons. He will not be responsible for and will not pay for expenses or losses that may be incurred by tenderer in preparation of the tender.

9. **VALIDITY OF TENDERS:**

The tenders as submitted should be valid for at least 120 days from the date of opening of tenders, unless specified otherwise.

10. **POST TENDER MODIFICATIONS:**

No modification to the bid shall be made by the bidder after opening of the bids unless specifically requested by GVKPGSL. The Earnest Money of any bidder who modifies after opening, without any specific reference from GVKPGSL shall be forfeited without any further reference to the bidder and he shall be liable to further action like suspension of business dealings/Blacklisting.

11. **SIGNING OF CONTRACT:**

In the event of tender being accepted, an intimation shall be given to the contractor, who shall thereupon attend office of Accepting Officer to sign copies of the specification and other documents and to execute the contract agreement as per Annexure-A within 15 days of start of work, failing which acceptance of his tender shall be cancelled and his earnest money will be forfeited. Contract agreement shall be as per contract agreement form.

12. **SCOPE OF CONTRACT**

Scope of contract shall be as specified in page 6 to 9 i.e TERMS & CONDITIONS / SPECIFICATIONS.

13. **ASSIGNMENT OR TRANSFER OF CONTRACT:**

The contractor shall not without the prior written approval of the Accepting Authority assign or transfer the contract or any part thereof or any share or interest therein to any other person.

14. **SUB CONTRACT**

The transporter shall not sublet any portion of the contract. In case Transporter is found doing so, work order will be cancelled.

15. **CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENTS OR**

TRANSFER OR SUB LETTING OF CONTRACT:

The accepting officer, without prejudice to any other right or remedy which shall occur after to GVKPGSL, shall cancel the contract in any of the following cases: -

16.1 Being an individual, or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order or order for administration of his Estate made against him or shall take any proceedings for liquidation or composition under any Bankruptcy, Act for the time being enforce or make any conveyance or assignment of his effect of composition or arrangement; for the benefit of his creditor or purport to do so, or if any application be made under any Bankruptcy Act for the time being in force the sequestration of his Estate or if a trust deed be granted by him on behalf of his creditor: OR

16.2 Being a Company, shall pass a resolution or the court shall make an order of the liquidation of its affairs, or a Receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a Receiver, or Manager. OR

16.3 Name an arrangement with or assignment in favour of his creditors, or agree to carry out the contract under a committee of Inspection of his creditors: OR

16.4 Assigns, transfers, sub-lets or attempts to assign, transfer of sub-let any portion of the work without the prior approval of the Accepting Officer: OR

16.5 Suffers an execution being levied on his goods works or property and allows it to be continued for a period of 21 days.

Whenever the Accepting Officer exercises his authority to cancel the Contract under this condition, he may complete the work by any means at Contractor's risk and expense provided always that in the event of the cost of completion (as certified by Engineer-in-charge which is final and conclusive) being less than the contract cost, the advantage shall occur to the GVKPGSL and that if the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount ordered by the Engineer-in-charge or the same shall be recovered from the contractor by other means.

Engineer-in-charge will have powers to take possession of the site and any materials, constructional plant, implements, stores etc. thereon and or carry out the work by any means at the risk and cost of the contractor.

In case the GVKPGSL completes the work under the provisions of this condition, the cost of such completion to be taken into account determining the excess cost to be charged to the contractor under this condition shall consist of the cost of material purchased and/or labour provided by the GVKPGSL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the Engineer-in-charge whose decision shall be final and conclusive.

If the contractor fails to pay the excess sum within a period of 30 days, the Engineer-in-charge shall have the right to sell any or all of the contractor's unused materials, constructional plant, implements, temporary buildings etc. and apply the proceeds of the sale thereof towards the satisfaction of any sum due from the contractor under the contract and if thereafter be any balance outstanding from the contractor it shall be recovered in accordance with the provisions of the contract or by other means available.

The contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of with a view to the execution of the works or the performance of the contract and contractor shall not be entitled to recover or be paid any sum for any work actually performed under the contract, unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the contractor shall only be entitled to be paid the value so certified after adjusting the amount due from him.

16. **CHANGE IN CONSTITUTION OF FIRM AND ADDRESS:**

In case of tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer for his information. Any change in the address of the contractor shall also be intimated to the Engineer forthwith.

17. **TERMINATION OF CONTRACT ON DEATH:**

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Accepting officer shall have the option of terminating the contract without compensation to the contractor.

18. SPECIAL POWERS OF DETERMINATION:

If at any time after the acceptance of the tender, GVKPGSL shall for any reason whatsoever not required the whole or any part of the work, to be carried out, the Engineer shall give notice in writing to the fact to the contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which have derived from the execution of the work in full but he did not derive in consequences of the force closing of work.

He shall be paid at contract rates, for the full amount of the work executed including such additional works as may be rendered necessary by the said foreclosing. He shall also be allowed a reasonable payment (as decided by the Accepting Officer) for any expenses sustained on account of labour and material collected but which could not be utilized on the work, as verified by the Engineer-in-charge. The contractor shall not have any claim for compensation on account of any alterations been made in the original specifications, drawings, designs and instructions involving any curtailment of the work as originally contemplated.

19. SECURITY DEPOSIT:

The person whose tender shall be accepted(hereinafter called the contractor) shall permit owner/engineer at the time of making any payment to him for works done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to 5% (five percent) of gross value of work done. Such deductions are to be held by owner/Engineer-In-Charge by way of Security Deposit. All compensation or other sums of money payable by contractor to the owner/engineer under the terms of this contract may be deducted from or paid by the sale of sufficient part of security deposit or from any sums which may be due or may become due to the contractor by owner/engineer or any account whatsoever and in the event of his security deposit being reduced by reasons of any such deduction or sale as aforesaid, the contractor shall within 5 months thereafter make good in cash any sum or sums which may have been deducted from or raised by sale of his security deposit or any part. Thereof the security deposit shall be refunded to the contractor after a period of one month from the date of clearing all dues/ liability with the approval of concerned HOD. No interest shall be payable to the contractor on the amount of security deposit. The security deposit is to be deducted on the gross amount of running bill.

The earnest money deposited at the time of tender will be treated as part of the security deposit.

20. ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED:

21.1 In any case, in which under any clause or clauses of the contract, the contractor shall be rendered himself liable to pay compensation amounting to whole of his security deposit (whether paid in lump sum or deducted by installment). Or in case of abandonment of the work owing to serious illness or death of contractor or any other cause the Engineer-In-charge on behalf of the GVKPGSL shall have power to adopt any of the following courses as he may deem best suited to the interest of the GVKPGSL.

21.2 To rescind the contract (of which recession notice of 15 days in writing to the contractor under signature of the Engineer In-charge shall be conclusive evidence) and in that case, the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the GVKPGSL.

21.3 To employ labour paid by the GVKPGSL, to supply materials to carry out the works, or any part of the work debiting the contractor with the cost of the labour and the price of the material (as to the correctness of which cost and price, the certificate of the Senior Executive

Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of the contract and in that case the certificate of the Sr. Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.

21.4 To order that the work of the contractor be measured up and to take such part thereof shall be unexecuted out of his hands and to give it to another contractor to complete it in which case any expense which may be incurred in excess of the sums which would have been paid to the original contractor if the whole work had been executed by him (as to the amount of which excess expenses, the certificate in writing of the Executive Engineer shall be final, conclusive) shall be borne and shall be paid by the original contractor and shall be deducted from any money due to him by the GVKPGSL under the contract or otherwise or from his security deposit or the sale proceeds thereof, or a sufficient part thereof. In the event of the above courses being adopted by the Engineer-in-Charge the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements, made any advance on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof actually performed by him under the contract unless and until the Executive Engineer have certified in writing performance of such work and the amount payable to him in respect thereof and he only be entitled to be paid the amount as certified.

21.5 In any case in which the power conferred by clause referred to above, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions thereof and such powers shall be exercisable in the event of any future case of default by of the contractor when he is declared liable to any compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected.

In the event of the person conferred the power by clause referred to above putting in force by any of the alternatives (i) to (iii) above vested in him under the preceding clause, he may, if he so desires, take possession of all or any tools plant, materials and stores, in or upon the work or site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at contract rates or in case of these not being applicable at current market rates to be certified by the Executive Engineer whose certificate thereof shall be final and conclusive otherwise the Executive Engineer may be notice in writing to the contractor or any of his authorized agent require him to remove such tools, plants, materials or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, Executive Engineer, may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor or at his risk in all respects and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds and expense or any sale shall be final and conclusive against the contractor

22 DEDUCTION OF DUE AMOUNTS TO GVKPGSL:

Any excess payment made to the transporter inadvertently or otherwise under this contract on any account whatsoever and any other sum found to be due to GVKPGSL by the transporter in respect of this contract or any other contracts or work order or on any account what-so-ever may be deducted from any sum whatsoever payable by the GVKPGSL to the transporter either in respect of this contract or any work order of transporter or on any other account by other office of the GVKPGSL.

23 FORCE MAJEURE:

If at any time during the continuance of the work the performance in whole or in part by either party of any obligation under this contract, shall be prevented or delayed by reasons, of any war, hostility, acts of public enemy, Civil Commotion, sabotage, floods, explosion, epidemics, fires or other acts of God, strikes and lockout (hereinafter referred as eventualities) then, provided notice of the happening of any such eventuality is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall be reasons of such eventuality be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance and construction of work under this contract shall be resumed as soon as practicable after such eventuality has ceased. Appropriate extension in time of completion shall granted.

In case of lockdown or any other such type of situation, the rate of extra Kilometers will be charged (recovered) for less Kilometers run from the monthly Minimum Kilometers.

24. ALL COMPENSATION/ PENALTY PAYABLE TO BE CONSIDERED TO BE REASONABLE:-

All sums payable by way of compensation /penalty by contractor under any of these conditions shall be considered as reasonable compensation to be applied to the use of GVKPGSL without reference to the actual loss or damage sustained, and whether or not any damages shall have been sustained

25. ACTION WHERE NO SPECIFICATIONS:

In the case of any clause of work for which there is no such specification mention in the contract, such work shall be carried in accordance with specification as decide by the concerned Engineer-In-charge.

26. ACTION ON UNSATISFACTORY PROGRESS:

If the progress of a particular portion of the work is unsatisfactory, the Executive Engineer whose decision shall be final, shall notwithstanding that general progress of work is satisfactory be entitled to take action after giving the contractor 10 days notice in writing and the contractor will have no claim for compensation for any loss sustained by him owing to such action.

27. PAYMENTS:

a) The contractor shall submit all bills on printed forms to be had on application at the office of the Engineer In Charge and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates here in after provided for such works.

b) A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer Incharge or all works executed in the previous month and Engineer Incjarge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible, before the expiry of ten days from the presentation of bill, if the contractor does not submit the bill within the time fixed as aforesaid , the Engineer Incharge may depute a subordinate to measure up the said work in the presence of contractor, whose counter signature to the measurement list will be sufficient warrant, and the Executive Engineer may prepare a bill from such list which shall be binding on the contract in all respects

28 **SIGNING OF RECEIPTS FOR PAYMENTS:**

The GVKPGSL may refuse or suspend payments on account of work when execution by a firm or by contractor described in their tender as firm unless receipts are signed by all the partners or one of the partners or some other person who produces written authority enabling him to give effectual receipts on behalf of firm.

29 **ARBITRATION CLAUSE:**

29.1 If any question, difference or objection, whatsoever shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof for the rights, duties or liabilities of either party then save in so far as the decision or any such matter is herein before provided and has been so decided every such matter including whether its decision has been otherwise provided for and/or whether it has been finally decided accordingly, or whether the contract should be terminated or has been rightly terminated and as regards the rights and obligations of the party as the result of such terminations shall be referred, for sole arbitration of the nominee of the GVKPGSL, who in case of dispute involving an amount exceeding Rs.50,000/- shall give a reasoned award and his decision shall be final and binding and where the matter involves a claim for the payment or recovery or deduction of money, only the amount if any, awarded in such arbitration shall be recoverable in respect of the matter so referred. If the matter is not referred to the arbitration within 180 days of the date of completion of work or payment of the final bill whichever is later all the rights and claims under the contract shall be deemed to have been forfeited and absolutely barred.

29.2 Upon every or any such references, the cost of and incidental to the reference and award respectively shall be in the discretion of the sole arbitrator so appointed who may determine the amount thereof or direct the same to be taxed as between solicitor and the client or as between party and party and shall direct by whom and to whom and in what manner the same is to be borne and paid.

29.3 The work under the contract shall be continued during the arbitration proceedings and no payment due or payable by the purchaser GVKPGSL shall be withheld on account of such proceedings.

30. **RESCISSION OF CONTRACT:**

The contract shall not be assigned or subject without the written consent of the Engineer In-charge and if the contractor assigns or subjects his contract or attempts to do so without consent of the Engineer or by any proceedings is adjudicated as insolvent or makes any composition with creditors for their certify in writing that in his opinion contractor:-

30.1 Makes default in commencing the work within a reasonable time from the date of handing over the site and continue in that state after a reasonable notice from Engineer In-charge.

30.2 In the opinion of the Engineer In-charge at any time, whether before or after the date or extended date for completion, make default in proceedings with the work with due diligence and continue in that state after a notice of seven days from Engineer In-charge.

30.3 Fails to comply with any of the terms & conditions of the contract or after 7 days notice in writing with orders properly issued there under.

30.4 Fails to complete the work, work order and items of work on individual dates for completion and clears the site on or before the date of completion or fails to achieve the progress as set out in the contract.

30.5 If contractor commits breach of any terms/conditions envisaged in the contract.

30.6 Any bribe, gratuity, gift, loan, perquisite, records, or advantage, pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employment of GVKPGSL in any way relating to his office or if any such officer or person of GVKPGSL shall become in any way directly or indirectly interred in the contract. In such case the GVKPGSL may, notwithstanding any previous waiver, after giving 10 days notice in writing to contractor, terminate the contract and the security deposit of the contractor shall thereupon stand forfeited and in addition the contractor shall not be entitled to recover or be paid for work thereto fore actually performed under the contract and further, GVKPGSL may enter upon and taken possession of the works and all plant, tool scaffolding, sheds, machinery etc. and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works and contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other person or persons employed for completing the finishing or using the material and plant for the works, when the work shall be completed or as soon thereafter as convenient, Engineer shall give a notice in writing to contractor to remove his surplus materials and plant and should contractor fail to do so within a period of 14 days from issue of the notice by him, GVKPGSL may sell the same by Public Auction. The amount so realized shall be adjusted against any money due to the GVKPGSL by the contractor.

31.7 In case the GVKPGSL intends to fore-close the contract before the completion of the job due to any reason then the Engineer In-charge shall serve a 30 days clear notice to the contractor. The work completed upto date of issue of the notice shall be measured jointly. Unutilized materials supplied by the GVKPGSL shall be returned to the store at issue rate including storage charges. The contractor shall be compensated for unutilized material procured by him on the original rate of purchase duly supported by the bills or the market prevailing rate whichever is more. No compensation will be payable for the material/T&P brought to site after the issue of the notice. The contractor shall not be entitled for any other claim whatsoever on this account.

31. JURISDICTION:

Jurisdiction for filing any suit in case of any dispute shall be the court at the Headquarters of GVKPGSL's contract signing authority (i.e. Goindwal Sahib).

**Dy. Manager/ HR & Admin,
GVKPGSL/GATP, Goindwal Sahib**

SPECIFIC TERMS & CONDITIONS TO GOVERN THE CONTRACT:-

1. The contractor shall specify his rates valid for a period of enquiry /contract period. The rates quoted should be firm throughout the contract period and quoted both in figures and words by taking into account labour rates as per prevailing minimum wages / DC rates as on date of opening of tender.

Lump sum monthly rates including first 1000 KM per month shall be quoted (including monthly salaries of drivers). This monthly lump-sum rental and mileage charges on lump sum basis shall be payable per month irrespective of the mileage during the month.

Rate should be quoted on firm basis excluding GST. GST as per actual shall be payable by the service provider and service receiver as per the instructions issued by the central Govt. from time to time.

Beyond the KMs to be covered in the lump-sum rates (i.e. beyond 1000km), fuel cost shall be reimbursed as per following:-

Fuel cost for extra KMs beyond 1000 KM shall be Rs. 9.00 per KM at Diesel cost of Rs. 90.25/- per litre as on 01/04/2022. Variation of 05 paise per Re. 1/- in diesel cost shall be applicable from 1st day of the subsequent month for the vehicle.

The rates should be quoted keeping in view all the conditions of NIT and inclusive of all costs of diesel / lubricants, repair, route permit, insurance, registration, all other odd charges related to running of the vehicle and statutory taxes/duties/fees but exclusive of GST.

2. Terms of Payment:-

Payment of Monthly rental on lump sum basis and mileage charges on KM basis, shall be made by accounts office, GVKPGSL/GATP on monthly basis on the presentations of the bill approved by the concerned officer in the succeeding month. No advance payment on any account will be made. Payments will be made through monthly running bills duly verified and approved by the Engineer-In-Charge of vehicle. The contractor shall submit the monthly bill complete in all respect in first week of subsequent month. GVKPGSL will release the payment to contractor preferably with 30 days after submission of complete bill. The contractor will not be paid any extra amount for delay in release of payment by GVKPGSL, if any. The contractor will be bound to make payments to his labour/driver/employees as per provision of labour laws even if payment by GVKPGSL gets delayed because of any reason.

The payment of permit/any other fees & levies at the interstate barrier etc. shall be paid by the firm. Bank Charges if any shall be borne by contractor/ owner of vehicle. Income tax at the prevailing rates shall be deducted while clearing the bills for payment.

3. The driver will have to follow all the road safety Rules during the working, so as to avoid any accident and damage to life.

4. The contractor shall be responsible for the character / antecedents and conduct of its staff deployed, if any and shall be ready for their character verification, if so required. In case of any mis-conduct by his employees, rules, will entitle GVKPGSL to get them removed from the work place, and the contractor will have to comply these instructions.

5. Income-Tax or any other deduction as per prevailing rules shall be deducted from each bill of the contractor.

6. The contract can be terminated after giving 15 days' notice by Engineer in charge of GVKPGSL without any additional liability to GVKPGSL without assigning any reasons, whatsoever.

7. The contractor has to enter into any agreement on a non-judicial stamp paper for Rs.100/- as per GVKPGSL rules within 15 days of the award of contract. The cost of stamp papers and other documents/ completion of formalities shall be borne by contractor.

8. In case of any dispute, the decision of Plant head, GVKPGSL/GATP, Goindwal Sahib shall be final and binding on the contractor.

9. For all disputes, the matter shall be settled within the jurisdiction of courts of Goindwal Sahib.

10. The contract can be terminated and/or registration of contractor can be cancelled and/or action as per provision of contract can be taken if there is absence of vehicle/driver.

11. The accommodation in colony if available will be allotted on chargeable basis. The same shall be vacated by the contractor on the completion of work and final bill be released on vacation of the same.

12. **INDEMNITY:** -The firm shall indemnify and keep GVKPGSL/GATP harmless from and against all actions, suits, proceedings, costs, damages, charges, claims and demands whatsoever, either in law or equity and all costs and charges and expenses that the GVKPGSL/GATP may sustain or incur arising from or out of omission or commission of any Act/Acts, of the contractor, his agents, employees, assignee or sub-contractors.

The firm shall indemnify GVKPGSL/GATP/PSPCL & every officer and employee of GVKPGSL/GATP and keep GVKPGSL/GATP harmless and indemnified against any claim or damages or fine which becomes payable due to negligence or otherwise, in taking due precautionary safety measures by the contractor.

13. All other terms and conditions shall be as per Schedule-C attached herewith.

14. Any extra/ new taxes imposed after date of opening of tender shall be payable extra by GVKPGSL.

15. In case of negligence on the part of transporter to execute the contract with due diligence and expedition and to comply with any reasonable orders given in writing by the contracting agency/ GVKPGSL in connection with contract or any contravention in the provisions of the contract, the contracting agency/ GVKPGSL/GATP may give 15 days' notice in writing to the transporter to make good the failure or neglect or contravention and if the Transporter fails to comply with the notice within time considered to be reasonable by the GVKPGSL/GATP, GVKPGSL/GATP will have the right to cancel the contract for full or part of the job and award the same at the risk and cost of the transporter, or cancel the contract and claim due compensation/damage from the transporter.

Further in case of such default by the Transporter the GVKPGSL/GATP may also suspend business dealings with the Transporter apart from claiming reasonable compensation/damage & forfeiture of security.

16. **INSURANCE:** The vehicle shall be insured comprehensively, including insurance for driver, and passengers, during the period of engagement with GVKPGSL. Insurance premium shall be paid by the service provider. In case of any eventuality, lodging insurance claims with the insurance company shall be the responsibility of the service provider.

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 GVKPGSL and the transporter.

18. **SECURITY**: - Security @5% of the gross amount shall be deducted from each running bill. However the same shall be refunded after **one month** from the date of clearing all dues/liabilities with the approval of concerned HOD. No interest on the security so deducted will be given. EMD deposited will be adjusted against security in the running bills.

19. **PENALTY FOR DELAY & POOR PERFORMANCE**: In case of non-deputing of vehicle/driver on any account or delay in sending the vehicle/driver a penalty of Rs. 1000/- per day of the delay shall be levied for each such incidence. In addition, no payment of that day will be paid on pro rata basis. Contractor is liable to make available a substitute vehicle, if the vehicle on contract during transit falls under break down; in case of any inconvenience is experienced in the performance of trips, due to other reasons, failing which alternate arrangement will be made by GVKPGSL at the risk and cost of the contractor and the amount will be deducted from any amount due to the contractor from the GVKPGSL.

Dy. Manager/HR & Admin
GVKPGSL/GATP, Goindwal Sahib

SCOPE OF WORK

Outsourcing of 3 No. Mahindra Bolero/TUV 300/XYLO or equivalent vehicle along with drivers.

The broad scope of work shall include, but not be limited to, the following:

Outsourcing of 3 Nos. (Mahindra Bolero/TUV 300/XYLO) or equivalent vehicle along with driver.

Terms & Conditions:

1. For the vehicles not more than 5 years old, work order shall be initially for a period of one year and the same shall be extendable on year to year basis for a further period of three years, on the satisfactory performance of the vehicle/service provider subject to condition that the vehicle can continue in the department up to the 7 years of its life. Hence the maximum period for which a vehicle can be hired is 4 years.
2. Only Commercial Vehicle with yellow number plate entry in Registration Certificate shall be hired.
3. If the contractor does not supply yellow number plate vehicle then his security will be forfeited and he will be black listed.
4. The vehicle should have valid RC, Insurance and Pollution certificate and the renewal of the same shall be the responsibility of the firm.
5. Vehicles shall be available for use round the clock, for utilization at our offices in Punjab, Chandigarh, Delhi and also for deputing to the neighbouring States of Haryana, Himachal Pradesh, Rajasthan and J&K.

**Dy. Manager/ HR & Admin,
GVKPGSL/GATP, GOINDWAL SAHIB.**

PERFORMA FOR QUOTING RATES

Sr. No.	Description of Work	No. of vehicles	Lump sum monthly rate per vehicle for fixed 1000 KMs along with drivers excluding GST	
			In figures	In words
1	Outsourcing of . Mahindra Bolero/TUV 300/XYLO or equivalent vehicle along with drivers.	3		

Percentage of GST must be declared.(5% or 18%)

Authorized signatory

NOTE: -

1. The rates should in both words and figures
2. Quoted rates should be firm and excluding GST. Rates should be quoted keeping in view all the conditions in the NIT
3. Fuel cost for extra KMs beyond 1000 KM shall be Rs. Rs. 9.00 per KM at Diesel cost of Rs. 90.25/- per litre as on 01/04/2022. Variation of 05 paise per Re. 1/- in diesel cost shall be applicable from 1st day of the subsequent month for the vehicle.
4. In case of lockdown or any other such type of situation the rate of extra kilometer will be charged (recovered) for less kilometer run from monthly minimum kilometer.
5. Hand written quotations shall not be accepted.

Signature of the Transporter

Along-with Stamp & Date.