

SECTION-I: GENERAL INSTRUCTIONS AND ELIGIBILITY CRITERIA

- 1) The tenders are being invited through advertisement in newspaper in brief only. No corrigendum will be published in newspapers. Details regarding Tender and corrigendum (if any) may be seen on PSPCL official website: www.pspcl.in
- 2) In case of any clarification the prospective bidder may contact office of Senior Executive Engineer PSPCL DS Division Patti, well in time before the due date for submission of tender.
- 3) Tender document may be taken from PSPCL Division PATTI.
- 4) Tenders of the firm which do not pay cost of tender document before the last date and time of bid submission shall not be opened and out rightly rejected.
- 5) All tenders must be accompanied by the earnest money as prescribed except in the case of those tenders who are specifically exempted.
- 6) Tenders received after due date shall not be entertained.
- 7) The prospective bidders are requested to visit the PSPCL website (www.pspcl.in) periodically to check for corrigendum issued, if any.
- 8) In case the date of opening of tender is declared/happens to be a holiday the tender will be opened on the next working day at the same time.
- 9) Bids shall be submitted in two parts:-
 Part-I: Consisting of cost of tender document, EMD.
 Part-II: Consisting of price bid only.(As per Annexure-I)
- 10) The contractor is required to deposit an Earnest Money Deposit (EMD) Rs 11,280/- (Rupees Eleven Thousand two hundred Eighty only) in shape of demand draft in favor of PSPCL payable at PATTI along with his/her/their quotation. The Quotations without EMD and tender specification fee will not be accepted. The EMD to non-successful bidders will be released within one month from the date of award of contract to successful bidder.
- 11) Public sector undertakings fully owned by Punjab/Central govt/ other state governments shall be exempted from depositing earnest money.
- 12) In case of successful tender, earnest money shall be converted as security deposit. The shortfall shall be deducted from running bills.
- 13) The EMD/Security submitted is liable to be forfeited on revocation/withdrawal of offer or change in the same without consent of PSPCL or non-completion of work.
- 14) At the time of hiring, the vehicle should not be more than 5 years old.
- 15) In case of withdrawal of vehicle from service of PSPCL, contractor shall have to inform to PSPCL 30 days in advance otherwise 30 days payment shall be deducted from their bill as penalty.

- 16) The bidder has to quote the rates strictly on the enclosed Performa as per Annexure-I .
- 17) The envelope(s) should be superscribed with the name of firm & detail of tender and due date of opening of tender.
- 18) The undersigned reserves the right to reject any or all the tenders so received without assigning any reason.
- 19) Tender received telegraphically/fax/conditional shall not be accepted. Also tender without earnest money shall not be accepted.
- 20) Other terms and conditions of PSPCL transport policy issued vide memo no. 3304/4203/GB/V-612 dated 31-01-2023 or its amendment issued (if any) and all other general terms & conditions as per PSPCL Works Regulations 1997 amended up to date will remain applicable.

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Senior Executive Engineer
PSPCL DS Division Patti

SECTION-II : TECHNICAL/COMMERCIAL SPECIFICATIONS

- 1) The contractor shall provide vehicle (Mahindra Genius/Balero/Tata-207/408 (Double Door) or equivalent in price) along with driver.
- 2) The work order for the out-sourced vehicle, for the vehicles not more than 5 years old, 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 subject to the performance of the Vehicle/Service provider. Hence the maximum period for which a vehicle can be hired is 4 years.
- 3) Only commercial vehicle with yellow number plate, entry in Registration Certificate will be hired. No Corporate (PSPCL) 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. If the contractor does not supply yellow number plate vehicle, then his security will be forfeited and he will be blacklisted.
- 4) The Vehicle will be stationed at S/D Harike (Punjab) and will be used for local/outdoor journeys/travel at Patti/Tarn-Taran/Amritsar/Patiala as well as outside usually in the state of Punjab and UT of Chandigarh. In very special case the vehicle will travel in the state of Himachal Pradesh, J&K, Rajasthan and Haryana.
- 5) The vehicle shall be insured comprehensively, including insurance for driver and passengers, during the period of engagement with PSPCL. 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.
- 6) Road Tax for the vehicle shall be paid regularly and kept updated by the service provider.
- 7) Service provider shall have valid pollution certificate for the vehicles and the same should be available with the driver to be produced on demand.
- 8) The service provider shall obtain the passing/fitness certificate and update Registration of vehicle from the concerned authority at his own cost.
- 9) Expenses towards fuel, 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 condition. In case of breakdown of vehicle, alternate vehicle shall be made promptly available by the service provider.
- 10) Cost of vehicle's registration, insurance, service/repair, and 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 PSPCL.

- 11) Any halt charges, penalty including challan, damages, court case, police case etc. shall be the sole responsibility of the service provider and PSPCL shall not be party in such cases.
- 12) Vehicles shall possess valid permit. No liability for the Inter-State permit charges would be borne by PSPCL.
- 13) Toll Tax/Parking charges etc., wherever paid, shall be reimbursed as per actual subject to the production of its receipts.
- 14) Total liability including third party, if any, in case of accident of the vehicle due to any kind of act of omission shall be of the service provider. PSPCL, directly or indirectly, shall not be responsible.
- 15) The service provider shall provide a reliable spare tyre, tools, spares and consumables, with every vehicle, in order to attend minor repairs while travelling.
- 16) Service provider shall also ensure that the drivers possess valid Driver's license. Validity of Driver's license and fitness of driver shall be ensured from time to time.
- 17) 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.
- 18) 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.
- 19) Maximum up to 4 days off in a month shall be allowed including for service and upkeep 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.
- 20) 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/- (Rupees one thousand only) per default shall be livable.
- 21) Service provider shall ensure mobile facility to the driver at its own cost.
- 22) Log book should be maintained by the service provider.
- 23) All the entries of each journey like Date, Place ('from' as well as 'to'), time of travel, 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.

- 24) The payment to the service provider shall generally be made within 30 days after the submission of bill by the service provider.
- 25) Payment shall be made by cheque on monthly basis on the basis of Log Book, duly certified by the concerned Officer. No advance payment on any account shall be made.
- 26) Variation of 05 paise for cars and 08 paise for other vehicles for every Rs 1/- variation in diesel cost taking the base rate of diesel @ Rs 90.25 (price as on 01.04.2022) shall be applicable on actual kilometers run, effective from the 1st day of the subsequent month.
- 27) GST shall be payable by the service provider and the service receiver as per the instructions issued by the central Govt. from time to time.
- 28) In case services of service provider are not satisfactory on any account, the contract can be terminated by giving 15 days' notice.
- 29) If at any time any question, dispute or difference, what so-ever, shall arise between the vendor and PSPCL, upon or in relation to, or in connection with the order/contract, he may go for arbitration as per Arbitration clause contained in Works Regulation 1997 of PSPCL, as amended from time to time.
- 30) 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.
- 31) Outstation Night halting charges from 10:00 pm to 06:00 am shall be Rs 300/-.
- 32) In the future if the Indian Govt. imposes ban on Diesel vehicles, in such situation, if the contractor provides the equivalent petrol vehicles at the same diesel rate and the same Terms & conditions as mentioned in this tender/PSPCL transportation policy, then it shall be acceptable.
- 33) The seats shall be well cushioned and should have fine, neat and clean seat covers and vehicle shall also have rubber floor mats.
- 34) The contractor shall be liable to keep the vehicle in good condition at all times during the contract period.
- 35) The kilometer run, from the point of departure of vehicle for maintenance/repairs, the times it run and rejoin the duties shall not be considered for billing.
- 36) The vehicle shall be parked at suitable place provided by the PSPCL. In case the contractor/driver parks the vehicle at any other suitable place of their choice, then the mileage from that place to the place of duty will not be paid to the contractor.
- 37) Income Tax at source will be deducted as per prevailing rates from each running monthly bill as per Income tax Rules/Act as applicable from time to time.

38) Security deposit equal to 5% of the monthly running bill will be deducted from the monthly bills (excluding fuel charges) which will be refunded after closure /faithful execution of contract agreement and the amount deposited by the contractor as EMD shall be converted into security deposit which shall be released after the faithful execution of the contract period. Non-compliance of agreement shall invite forfeiture of this amount of the contractor/service provider. No interest will be paid on this amount or security deposit.

39) The kilometer run for the journeys which are not verified/signed by the concerned officer, shall not be payable.

40) **GOODS AND SERVICE TAX:**

PSPCL is registered centrally in the state under **GSTIN 03AAFCP5120Q1ZC.**

(i) 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 owner of the vehicle/proprietor of the firm with a copy of orders regarding his appointment as authorized signatory:-

- 1) 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 Power Corporation Ltd. has been / shall be paid to the GST Authorities.
- 2) 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.
- 3) Certified that we shall indemnify the Punjab State Power 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.
- 4) Certified that we are registered dealer under the GST Act and our Registration No. is

(ii) 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.

(iii) The maximum rate (in percentage) up-to which the GST may become livable/ payable under the prevailing Rules & Regulations applicable to their company,

should also be clearly indicated in their tender.

- (iv) 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.

- (v) FURTHER any loss due to non-availability of ITC or levy of penalty/ interest payable by PSPCL 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.

- (vi) GST at applicable rates shall be payable as per prevailing rules/laws.

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Senior Executive Engineer
PSPCL DS Division Patti

SECTION-III: PERFORMANCE OF THE CONTRACT & PAYMENTS

1. SECURITY DEPOSIT:

- a) The successful tenderers shall be required to submit security deposit for faithful execution of the Work Order/Contract at the rate of five percent (5%) of value of works completed, rounded off to a multiple of Rs. 10/- on the higher side.
- b) Ordinarily, in the case of successful tenderers, the Earnest Money received with the tender shall be converted into security deposit. After adjusting the EMD amount, 5% deduction shall be made from the running bills as security deposit from time to time.
- c) No interest shall be paid on the Security Deposit.
- d) On faithful execution of Work order/contract agreement in all respects, the security deposit of the supplier shall be released by PSPCL.
- e) In the event of a default on the part of the contractor in the faithful execution of work order, his security deposit shall be forfeited. The forfeiture of security deposit shall however, be without prejudice to any other right arising of accruing to the PSPCL under relevant provisions of the work order like penalty /damages for delay in delivery including suspension of business dealing with PSPCL for a specific period.

2. PAYMENT CLAUSE:

Payment shall be made by NEFT/RTGS on monthly basis on the basis of Log Book. No advance payment on any account shall be made.

3. PENALTY:

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 livable.

4. 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 to 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 by 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 nonperformance 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 be granted.

5. JURISDICTION:

The filing of any suit in case of any dispute shall be within the jurisdiction of the Courts at the Headquarters of PSPCL's contract signing authority. The Addl. SE / Sr. Executive Engineer In charge of work shall defend, initiate as required, the cases including arbitration case on behalf of the Owner.

6. NEGOTIATION:

No negotiation affecting prizes or basic features of NIT/Tender document/Specification shall be conducted with contractors after opening of offers except under specific orders of accepting authority after the reasons to be recorded. Negotiations, if required, shall only be held with the L-1 Bidder.

7. 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, of any share, or interest therein to any other person.

8. SUB CONTRACT:

The contractor shall not sublet any portion of the contract without the prior written approval of the SR/XEN, DS Division PSPCL, PATTI.

9. CANCELLATION:

In case services of service provider are not satisfactory on any account, the contract can be terminated by giving 15 days' notice.

10. ARBITRATION:

In case services of service provider are not satisfactory on any account, the contract can be terminated by giving 15 days' notice.

- a) If at any time any question dispute or difference, what-so-ever shall arise, between the corporation and the contractor, upon or in relation or in connection with contract, either party may forthwith give to the other notice in writing of the existence of such questions, dispute or difference and the same shall be referred for sole arbitration of a nominee of the corporation, who shall give a reasoned/speaking award. The award of the sole arbitrator shall be final and binding on the contractor under the provisions of the Indian Arbitration Act 1996 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 and be corporate in the contract. It will not be objectionable if the sole arbitrator as an officer of the PSPCL and he has expressed his views on all or any of the matter in question of dispute or difference.

- b) Upon every or any such reference, the cost of and incidental to the reference and award respectively shall be at the discretion of the sole arbitrator so appointed who may determine the amount thereof or direct the same to be fixed 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 continue/during the arbitration proceedings and no payment due or payable by the PSPCL shall be withheld on account of such proceedings.
11. All other General terms & conditions of PSPCL (erstwhile PSEB) Works Regulations 1997, amended up to date and PSPCL transport policy issued vide memo no: 3304/4203/GB/V-612 dated:31-01-2023 or its amendment issued (if any) also be applicable. However specific terms & conditions provided in this tender document shall override the General terms & conditions in case of any dispute.
12. The contractor will execute contract agreement on non-judicial stamp paper worth Rs. 15/- within 10 days from the issue of this contract.

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Senior Executive Engineer
PSPCL DS Division Patti

Annexure-I

SCHEDULE OF PRICES (PRICE BID)

S. No.	Description of Work	Unit s	Tentative Quantity (per month)	Rate per unit (Rs.)	Total Amount (Rs.)
A	B	C	D	E	F = D x E
1	Fixed Charges for 1 month (2000 kms included)	Nos.	1	_____	_____
2	Rate per km (For additional journey beyond 2000kms)	Kms	500	_____	_____
	Total in Rs. (1+2):				_____

Note:

1. L-1 bidder shall be evaluated on the basis of total monthly charges as per 3 of above table GST shall be payable as per the instruction issue by the central Govt. from time to time.
2. The above prices must be inclusive of driver hiring, maintenance of vehicle and other charges as mentioned under NIT.

Signature of the Tenderer

Contact: