

PUNJAB STATE POWER CORPORATION LIMITED

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Tender enquiry No. 02/COS&D(North)/2023-24

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Punjab State Power Corporation Limited

OFFICE OF CONTROLLER OF STORES & DISPOSAL(NORTH)LUDHIANA

(e.mail cosanddn2023@gmail.com Ph: 0161-2746499)

NOTICE INVITING TENDER

Department Name	Stores & Workshops Department, PSPCL
Tender Inquiry no.	02/ COS&D(North)/2023-24 dated: 08.11.2023
Tendering authority	Controller of Stores & Disposal, PSPCL, Ludhiana.
Address	Office of Controller of Stores & Disposal, 66KV Substation, Near Old Sabzi Mandi, GT Road, Ludhiana.
Short Description	Hiring of one Light Commercial Vehicle (LCV) – Toyota Etios/Maruti Suzuki Brezza or equivalent in price for COS&D(North) Ludhiana.
Place	Office of Controller of Stores & Disposal, 66KV Substation, Near Old Sabzi Mandi, GT Road, Ludhiana.
Eligibility criteria	As per specified in NIT.
Start Date of Collection/ submission of Tender Documents.	10.11.2023 from 10:00 hrs.
Last date of of Collection of Tender Documents.	01.12.2023 up to 11.00 hrs.
Last date of Bid submission	01.12.2023 up to 13.00 hrs.
Bid opening date	04.12.2023 at 12.30 hrs. (Part-I&II only)
Tender document Cost	Rs. 1180/- (Rs. One Thousand one hundred eighty only) (incl. of GST)
Payment mode	Demand draft in favor of Sr.Xen /Central Store, PSPCL, Ludhiana.
EMD	2% of Tender value rounded off to a multiple of Rs. 10/- on the higher side subject to minimum of Rs. 10000/-.
Contact phone no.	96461-22966
Contact Email ID	cosanddn2023@gmail.com

Note:

- 1) The tender specification may be obtained from the office of COS&D(North), Ludhiana on any working day by submitting demand draft of Rs.1000+GST @18% (i.e Rs. 1180/-) in favor of Sr. Xen /Central Store, PSPCL, Ludhiana or can be downloaded from PSPCL website <http://www.pspcl.in>
- 2) In case the due date for opening of tender happens to be a holiday, then tenders would be received & opened on the next working day at the same time.
- 3) No request for extension in the due date of tender opening on any ground whatsoever shall be entertained.
- 4) PSEB Works Regulations and Corporate Transport Policy of PSPCL can be downloaded from the official website of the Corporation ie. <http://www.pspcl.in>

COS&D (North), PSPCL, Ludhiana

Tender Specification No.02/COS&D(North)/2023-24

SECTION – I

1.0 GENERAL INSTRUCTIONS TO BE OBSERVED BY THE TENDERERS:

Tenders are invited for hiring of one Light Commercial Vehicle (LCV) – Toyota Etios/Maruti Suzuki Brezza or equivalent in price vehicle having model not more than 5 years old (at the time of last date of bid submission) for COS & D(North), Ludhiana on monthly basis.

1.01 SUBMISSION OF TENDERS:

Notwithstanding anything contained to the contrary in the specifications of 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 herein contained.

The following instructions must be carefully observed by all tenderers. Quotations/tenders not strictly in accordance with these instructions will be liable to be rejected. Failure to comply with any of the 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.

- i) The tender must be complete in all respects.
- ii) The bids shall be submitted in three parts i.e. Part-I consisting of EMD and cost of specification, Part-II consisting of Technical and Commercial bid and Part –III consisting of Price bid only. Details are given in tender specification.
 - (a): Part-I – Earnest Money & Cost of specification: The first part will consist of Earnest Money Deposit & cost of specification in the form of Demand Draft/Cash Receipt or other information concerning Earnest Money & cost of specification.
 - (b): Part-II – Technical/ Commercial Bid: The second part will consist of documents related to Technical Specifications and other Terms and Conditions except for the Rates.
 - (c): Part-III – Price Bid: The third part will consist of rates quoted. The Quotation should accompany with Demand drafts for tender document fees of Rs. 1180/- (ie. Rs. 1000+GST@18%) and earnest money, payable at Ludhiana in favour of Sr. XEN/ Central Store, PSPCL, Ludhiana in a single envelop (Part-I) super scribed with 'Tender Document Fees and EMD Amount'. The envelope containing Technical Documents (Part-II) shall be super scribed as 'Technical Documents'. And the envelope containing Price bid (Part-III) shall be super scribed as 'Price Bid'.
- iii) Quotations/Tenders shall be enclosed in envelopes addressed to the office of Controller of Stores & Disposal, 66KV Substation, Near Old Sabzi Mandi, GT Road, Ludhiana. All tender envelopes shall be sealed and tenderers shall not forget to super scribe each envelop with the "Name of the Firm, detail of tender, Tender number and due date of opening".
- iv) If the tenderer desires, he should authorize person/representative with their signatures duly attested on the firm's letter head so that they may represent on behalf of the firm and participate in the opening process of tenders. The firm shall supply one such copy in the tender and one copy should be with the authorized person otherwise he will not be allowed to participate in the opening of the tender.
- v) Acceptance of terms and conditions of PSPCL should be enclosed along with the tender documents. Deviation, if any, should be stated clearly in relevant annexure or on a separate sheet failing which it will be presumed that all terms and conditions of PSPCL are acceptable.

- vi) The tenderer revising their offer or withdrawing the same within validity period after opening the tender are liable to be rejected/black listed.
- vii) The copies of documents enclosed should be **signed on each page**. As a first principle there should be no cutting/over writings or erosions. However, any unavoidable cutting/overwriting should be duly signed and authenticated.
- viii) PSPCL reserves the right to reject any or all the tenders received without assigning reasons. PSPCL will not be responsible for and will not pay for expenses or losses that may be incurred by bidder in preparation of the tender.
- ix) Conditional tenders, **incomplete tenders**, not properly sealed tenders, telegraphic, through telex fax tenders, tenders not on prescribed Forms or tenders without **cost of specifications charges or** earnest money in the required shape and tenders received after due date/time of submission **will be rejected**.
- x) Tenders submitted by a person in service under the Govt./Board/Corporation or local authority will be out rightly rejected.
- xi) No corporation employee or his family members/ relative can participate in the tendering process.
- xii) The commercial terms such as Taxes and Duties must be mentioned both in part II and Part III of the tender/ bid.
- xiii) Quotations/Tenders shall be received in the office of 'Controller of Stores & Disposal, 66KV Substation, Near Old Sabzi Mandi, GT Road, Ludhiana' upto the due date and time as specified in these tender specifications and notice.
- xiv) The tenderer shall attach attested copies of documents as under with Part-II (ie. Technical Bid):
 - a) PAN Card.
 - b) Affidavit attested by the appropriate authority stating that contractor/firm is not blacklisted by any Government/ Semi Government Department. (not required if Certificate/proof of registration with PSPCL attached)
 - c) EPF registration certificate issued by the EPFO authorities, if applicable.
 - d) GST registration Certificate, if bidder is registered under GST.

1.02 OPENING OF TENDERS:

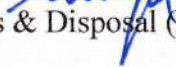
- i) Quotations/Tenders shall be opened in the office of 'Controller of Stores & Disposal, 66KV Substation, Near Old Sabzi Mandi, GT Road, Ludhiana' on the due date and time as specified in these tender specifications and notice.
- ii) In case the due date happens to be a holiday, the Tenders will be opened on next working day at the same time and place.
- iii) The tenders of blacklisted Firms will not be opened and PSPCL will not bear any cost incurred by such firms in filling their Tenders.
- iv) Part-I (Earnest Money & cost of specification) shall be opened first and if earnest money and cost of specification/Registration found to be as per the requirement of the specifications, only then the Part-II (Technical & commercial bid) shall be opened. The bids/ offers without earnest money and cost of specification/Registration shall be out rightly rejected.
- v) After opening Part-II (Technical & commercial bids), the bids will be technically & commercially evaluated by PSPCL. Clarification regarding Deviations/ Missing Documents etc. may be sought in writing by PSPCL from the bidders. Subsequently the third part of the bids (Price Bid) shall be opened in case of only those firms, whose Part-II of the bids after evaluation is found to be conforming to the specifications. Price Bids (Part-III) will be opened in the presence of the representative of the qualifying bidders, who choose to attend the opening of bids.
- vi) No correspondence/clarifications shall be entertained after the opening of Part-III.
- vii) Negotiations, if required shall not be held except with the lowest tenderer.

1.03 VALIDITY OF BIDS:

The tender should be unconditionally valid for at least a period of 180 days from the date of opening of Part-III (Price bids). Withdrawal or modification of the offer shall not be permitted to the tenderer. Any tenderer revising the offer within the validity period is likely to be black-listed. In case the firm is silent about validity, the tenders will be assumed to be valid for 180 days from the date of opening of the Part-III (Price bids).

1.04 VALIDITY OF CONTRACT AGREEMENT:

The work order for the out sourcing of vehicles, shall be initially for a period of one year and the same 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 department upto the 7 years of its life. Hence the maximum period for which a vehicle can be hired is 4 years.


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

Tender Spec. No. 02/COS&D(North)/2023-24

SECTION:II**2.0 GENERAL TERMS AND CONDITIONS/SPECIFICATIONS:****2.01 RATES:**

- a) Contractor shall quote Monthly fixed charges for 1000 km and per kilometer charges beyond 1000 km assuming the base rate of diesel as Rs. 90.25/-.
- b) The rates should be firm and inclusive of all Taxes, Duties and Statutory Levies etc. and no extra payment shall be made by the PSPCL in this regard. Any increase during the period of contract in taxes, levies shall be borne by the service provider at his risk and cost. No reimbursement on this account shall be given by PSPCL. Rates should be quoted as per Price Quoting Performa attached here with (Annexure-C). The rates should be quoted in both words and figures. Such quoted rates shall remain firm for the entire duration of contract. Bidders shall note that subsequent claims on account of non-inclusion of some or any necessary item in his quoted rates will not be entertained under any circumstances so that there is no controversy regarding the interpretation of any condition/ stipulation at the time of preparation of merit statement after opening the Bid Prices.
- c) L-1 shall be decided by considering the total journey for each month as approximately 2000 km.

2.02 EARNEST MONEY:

Earnest money should be submitted in an envelope along with DD/Receipt of cost of tender specification, on which the word 'Tender Document Fees and EMD Amount' should be super scribed without which tender /quotation envelop will not be opened.

- i) The tenderer shall be required to submit earnest money @2% of Tender value rounded off to a multiple of Rs. 10/- on the higher side subject to minimum of Rs. 10000/-.
- ii) Public Sector Under taking fully owned by the Punjab Government/Central Government/Other State Governments executing contracts directly through units owned by them are exempted from submitting EMD subject to submission of documentary evidence of Govt. ownership.
- iii) Earnest Money shall be forfeited in case of withdrawal/modification/refusal of an offer within the validity period as required in the NIT/Tender specification after opening of tenders.
- iv) In case of successful tenders, earnest money shall be converted into security deposit.
- v) In case of tenders not accepted, the Earnest Money shall be refunded without any interest within 30 days of the award of work order/contract to the successful tenderer (s).
- vi) Tenders without Earnest money and Cost of specification/Registration shall not be entertained/opened.
- vii) In case, the Work is not initiated by the successful bidder within the maximum time specified in work order by PSPCL, then the EMD would stand forfeited. Further, the firm will be debarred from doing business with PSPCL for a period as decided by the Competent Authority.
- viii) No interest shall be paid by PSPCL on EMD/PEMD deposited by the Tenderer/Bidder.

2.03 RULES/ REGULATIONS/ STATUTES AND TAXES:

The Contractor shall conform to the provisions of any statute relating to the work and regulations of any Central/ State department or undertaking.

2.04 WORK ORDER-CUM-CONTRACT AGREEMENT:

The detailed work order-cum-contract agreement issued in accordance with agreed terms and conditions and accepted/ acknowledged by the firm/service provider shall itself form valid contract along with subsequent amendment, if any, and shall be construed and operated as such in terms of Indian Contract Act-1872 as amended up to date.

It will be obligatory on the part of successful Tenderer to execute, within 7 working days of the receipt of detailed work order-cum-contract agreement, a legal contract agreement on non-judicial stamp paper of the appropriate value. The detailed work order-cum-contract agreement so issued shall be termed work order-cum-contract agreement. The work order-cum-contract agreement shall be made in duplicate and one copy will be retained by each party.

2.05 SECURITY DEPOSIT:

- i) Ordinarily, in case of successful tenderers, the earnest money received with tenders shall be converted into Security Deposit. The security deposit will be deducted from the running bills at the rate of 5% of the gross value of the work done from time to time after taking into account the EMD converted as security. No interest shall be payable to the contractor on the amount of security deposit.
- ii) On the faithful execution of work order-cum-contract agreement in all respect, the security deposit of the firm will be refunded by PSPCL after the expiry of defect liability period provided in the contract. In case the defect liability period is not defined in the contract, the defect liability period will be considered as 6 months from the date of issue of completion certificate. No interest shall be payable on this security deposit.
- iii) In the event of default on the part of the service provider/firm in the faithful execution of Contract Agreement, his security deposit shall be forfeited.
- iv) The forfeiture of Security Deposit shall, however, be without prejudice to any other right arising or accruing to the PSPCL under relevant provisions of the work order-cum-contract agreement, like penalty/damages, suspension of business dealings with PSPCL for specific period.
- v) Any amount due against the Contractor will be recoverable from pending amount of the concerned work order or any other work order/Purchase order/contract of the contractor with PSPCL. If no payment of the firm is pending with the PSPCL against any other work order/Purchase order/contract or the same is less than the recoverable amount such amount would be deducted from any security, EMD/ PEMD lying with the PSPCL. In case the total amount of EMD/PEMD/Security of all POs/work orders is less than the recoverable amount, action shall be taken by PSPCL as admissible under law e.g. filing of recovery suit and lodging of FIR etc. Moreover performance of the firm regarding the same shall be given due importance while placing future orders on such firms.

2.06 TERMS OF PAYMENT:

- a. Payment (subject to deduction of security as per Security Deposit clause) shall be approved and released by the Paying Authority within 30 days from the date of receipt of bill along with copy of log book, duly verified by the concerned officer in-charge.
- b. The Paying Authority will be Accounts Officer having charge of works related to Accounts Officer/Disposal, PSPCL Ludhiana.

- c. EPF/ESI, if applicable in respect of driver engaged by the service provider will be borne by the service provider of the vehicle. The service provider will deposit the proof of deposit of EPF/ESI in respect of previous month while submitting claim for next month.
- d. In the absence of above said documents the bill payments will not be made to the service provider.
- e. Variation of 05 Paise, for every Rs. 1/- variation in diesel cost, taking the base rate of diesel as Rs. 90.25/- shall be applicable on actual kilometres run, effective from the 1st day of the subsequent month.
- f. The bidder shall produce diesel bills in token of buying diesel for the hired vehicle to check the variation in the rate of diesel each month. The Paying Authority will deduct the amount of variation as applicable from the bill presented by the contractor in case the diesel price gets decreased by one rupee or more. Rate of diesel during the month will be decided on average basis of rates of diesel in Ludhiana.
- g. Toll Tax/Parking chargers, etc. wherever paid, shall be reimbursed as per actual, subject to the production of its receipts.
- h. The Payment shall be made after the approval of drawing limit by AO/Banking, PSPCL and receipt of the complete bill in all respects by cheque/RTGS/NEFT etc. No advance payment on any account will be made.
- i. Income tax at source and other taxes/charges shall be deducted as per applicable Rules while clearing the bills for payment.
- j. The Kilometres run from the point of departure of vehicle for maintenance/repairs, till the time it returns and re-joins the duties shall not be considered for billing.
- k. The firm/service provider will be responsible for complying with all the rules & regulations. If the Contractor failed to do so, the required amount will be recovered from the Security/Monthly bills/Bank guarantee/other payable dues to make the Corporation's losses good, without giving any notice to the firm/service provider.
- l. The vehicle should be available at headquarter round the clock along with driver and no extra payment will be made by PSPCL for late night use of vehicle at headquarter. However, outstation Night Halting Charges from 10:00 pm to 06:00 am shall be Rs. 300/-
- m. In case of lockdown or any other such type of situation, the rate of extra kilometers will be charged(recovered) for less kilometer run from the monthly Minimum Kilometer.

2.07 FORCE MAJEURE:

During the contract period if the performance in whole/ part by either party or any obligation thereunder, is prevented/ delayed by causes arising out of any war, hostility, civil commotion, acts of public enemy, sabotage, fire, floods, explosions, epidemics under Orders/ Instructions of Central/ State Government regulations, strikes, lockouts, embargo, act of Civil/ Military Authorities or any other causes beyond their reasonable control, neither of the two parties shall be made liable for loss or damages due to delay or failure to perform the contract during the currency of Force Majeure conditions, provided that the happening is notified in writing (with documentary proof) within **15 days** from the date of the occurrence. The work shall be resumed under the contract as soon as practicable after the happening (event) ceases to exist.

2.08 PENALTY:

In case of non deputing of vehicle on call from the concerned officer or delay in sending the vehicle, penalty of Rs. 1000/- per default shall be leviable. In addition no payment of that day will be paid. All penalties/ Damages shall be recoverable by PSPCL along with taxes as applicable. In case the total amount of Bills, EMD/PEMD/Security of all POs/work orders of contractor is less than the recoverable amount, action shall be taken by PSPCL as admissible under law e.g. filing of recovery suit and lodging of FIR etc.

Moreover performance of the firm regarding the same shall be given due importance while placing future orders on such firms.

2.09 NEGLIGENCE AND DEFAULT:

In case of negligence on the part of Contractor to execute the order/ contract with due diligence and expedition and to comply with any reasonable orders given in writing by the PSPCL in connection with the work order-cum-contract agreement of any contravention in the provisions of the work order-cum-contract agreement, the PSPCL may give 15 days notice in writing to the Contractor to make good the failure or neglect or contravention and if the Contractor fails to comply with the notice within time considered to be reasonable by the PSPCL, the PSPCL may blacklist or suspend/ terminate business dealings with the defaulting firms for a specific period apart from claiming penalty, forfeiture of security etc. The action taken under this clause will be notified to all the departments under the PSPCL by the concerned contracting authority of PSPCL.

2.10 CIVIL SUIT/ JURISDICTION:

All Legal & Arbitration proceedings in connection with the work order-cum-contract agreement shall be subject to the territorial jurisdiction of the local Civil Courts at Ludhiana only.

2.11 UNDERTAKING:

All the Tenderers are required to give the following undertakings on their letter head with the tender documents failing which their offer/ tender is likely to be ignored:
That they will not pay any commission etc. or engage any commission agent or liaison agent for dealing with PSPCL in any manner .

2.12 GOODS AND SERVICE TAX:-

PSPCL is registered centrally in the state under GSTIN 03AAF5120Q1ZC.

Deduction of GST shall be done according to GST Circular no. 01/2020 memo no. 3157/3331/GST-16 Dt. 10-06-2020 of PSPCL Patiala according to which GST @ 5% shall be deducted from every monthly bill submitted and shall be deposited to Government by PSPCL under reverse charge mechanism. Further any amendment from Government in GST Act in future shall be applicable. GST shall be payable by service provider and service receiver as per the instructions issued by the central Government from time to time.

2.13 SIGNING OF THE TENDERS:

Tender shall be signed by the service provider or person holding a valid power of attorney by him to do so. All the Necessary documents in support thereof should be signed (each page) and enclosed with the bid at the time of submission, failing which tenders may not be considered.

2.14 TERMS AND CONDITIONS RELATED TO VEHICLE:-

- i) Only commercial vehicle with yellow number plate, entry in Registration Certificate should be hired. If the contractor does not supply yellow number plate vehicle then his security will be forfeited and he will back listed.
- ii) At the time of last date of submission of tender, vehicle must not be more than Five years old from date of manufacturing mentioned on Registration Certificate.
- iii) The vehicle shall solely be used for PSPCL's works during the entire contract period.

- iv) Vehicle shall be available for the use round the clock, for utilization at offices of PSPCL in Punjab, Chandigarh, Delhi and also for deputing to the neighboring states of Haryana, Himachal Pradesh, Rajasthan and J&K.
- v) 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.
- vi) Road tax for the vehicle shall be paid regularly and kept updates by the service provider.
- vii) Service provider shall have valid pollution certificate for the vehicles and the same should be available with the driver to be produced on demand.
- viii) The service provider shall obtain the passing/ fitness certificate and update Registration of vehicle from concerned authority at his own cost.
- ix) Expenses towards fuel, Mobil oil, service charges and others repairs and maintenance of vehicle shall be borne by the service provider and the vehicle 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.
- x) Cost of vehicle's registration, insurance, service/repair, road tax, salary/emoluments/allowances of the driver or any other charge 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.
- xi) Any Halt chargers, 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.
- xii) Vehicle shall possess Valid all India Permit. No liability for the inter-State permit chargers would be borne by PSPCL.
- xiii) Total liability including third party, if any, in case of the accident of the vehicle or due to any kind of act of omission shall be of the service provider. PSPCL, directly or indirectly, shall not be responsible.
- xiv) The service provider shall provide a reliable spare tyre, tools, spares and consumable, with every vehicle, in order to attend to minor repairs while travelling.
- xv) Service Provider shall also ensure that the Drivers possess valid driver's license. Validity of the Driver's license and fitness of driver should be ensured from time to time.
- xvi) 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.
- xvii) 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.
- xviii) 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 office/office. Service shall be planned on Saturday/Sunday or public holidays. In case of non- availability of vehicle due to breakdown/ service on any working day, alternate vehicle shall be provider.
- xix) Service provider shall be ensure mobile facility to the driver at its own cost.

- xx) Log book should be maintained by the service provider.
- xxi) 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, Signatures of official/officer performing journey along with his designation) etc. Should invariable be made in the vehicle's log book.
- xxii) In the future if Government imposes ban on Diesel vehicle, in such situation, if the contractor provides the equivalent petrol vehicle at the same diesel rate and same terms & Conditions as mentioned in the policy, then it shall be acceptable.
- xxiii) The onus of responsibility in case of death or injury to the Driver during the pendency of work or at the time of execution of work will fully lie with the contractor. PSPCL will bear no claim/responsibility in this regard whatsoever.
- xxiv) PSPCL shall have right to demand replacement of driver if in the opinion of the officer-in charge the behaviour of driver is found objectionable, and his opinion in this regard shall be final and binding on the contractor.
- xxv) No Lodging & Boarding facilities will be provided to the Driver of the Vehicle by the PSPCL.
- xxvi) The Driver should report to the desired place on call from Officers within 15 minutes.
- xxvii) The salary and all the expenses of Driver including statutory payments i.e. EPF,ESI etc. shall be borne by the contractor.

2.15 **Pre-QUALIFICATION:**

The tenderers who/which are black listed due to any business malpractice or any other reason by PSPCL, PSTCL, Board or any other Govt. Agency shall not be considered , if found after opening of the tenders.

2.16 **NEGOTIATIONS:**

Normally no negotiations affecting rates or basic features of NIT/ Specifications shall be conducted with the tenderers after opening of tenders except under specific orders of the competent authority, with reasons to be recorded. The negotiations can only be held with L-I (first lowest in merit position after reverse auction) tenderer.

2.17 **ARBITRATION:**

- a) If at any time any question, dispute or difference, what-so-ever, shall arise, between the PSPCL and the Contractor/ Service provider/firm, upon or in relation to, or in connection with the work order-cum-contract agreement, either party may forthwith give to the other, notice in writing of the existence of such question, dispute or difference and the same shall be referred for sole arbitration of a nominee of the PSPCL as per the provisions of Indian Arbitration Act 1996 (Amended upto-date), who shall give a reasoned/ speaking awards. The award of the Sole Arbitrator shall be final and binding on the parties under the provisions of the Indian Arbitration Act 1996 and of the rules thereunder. Any statutory amendment, modification or re-enactment thereof for the time being in force shall be deemed to apply to and be incorporated in the Contract. It will not be objectionable if the Sole Arbitrator is an officer of the Corporation and he has expressed his view on all or any of the matters in question of dispute or difference.
- b) Upon every or any such reference, the cost of any 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 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.

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- c) The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable by the PSPCL Contract Agency shall be withheld on account of such proceedings.

2.18 COMMENCEMENT PERIOD:

The vehicles shall be provided within 10 days from the date of issue of Work Order cum Contract Agreement failing which the earnest money will be forfeited without giving any notice.

2.19 TERMINATION OF CONTRACT:

In case services of service provider are not satisfactory on any account, the contract can be terminated by giving 15 days notice. PSPCL further reserves the right to cancel the work order at any time without assigning any reason, by giving 15 days notice.

2.20 PLANT & EQUIPMENT:

The contractor shall at his own expense supply all tools & equipment (here in after referred to as T&P) required for execution of work as per contract agreement.

2.21 Compensation under Workmen's Compensation Act:-

The Contractor will be responsible for and shall pay any compensation to the driver if payable under the Workmen's Compensation Act 1923-(VIII of 1923) (Herein after called the Act) for injury caused to the driver if such compensation is paid by PSPCL as principal under sub section (I) of section 12 of the said act on behalf of the contractor, it shall be recoverable by PSPCL from Contractor, under sub section (2) of the said section contractor will pay such amount of compensation on demand, failing which it will be recovered from contractor by deducting it from any sums that may be due to contractor by the PSPCL under this contract or otherwise.

2.22 Safety and Risk:-

Safety and risk related with the running of vehicle will be in contractor's purview. The contractor will have to arrange for the insurance of vehicle/driver. PSPCL will not be responsible due any liability because of accident/theft/fire/mob violence or any other natural calamities.

2.22 DEDUCTION OF AMOUNTS DUE TO PSPCL:

- (i) Any excess payment made to the contractor inadvertently or otherwise under this contract or on any account whatsoever and any other sum found to be due to PSPCL by the contractor in respect of this contract or any other contracts or work order or on any account whatsoever may be deducted from any sum whatsoever payable by the PSPCL to the contractor either in respect of this contract or any work order or contract or on any other account by any other office of PSPCL. If no payment of the firm is pending with the PSPCL against any other work order/Purchase order/contract or the same is less than the recoverable amount such amount would be deducted from any security, EMD/ PEMD lying with the PSPCL. In case the total amount of EMD/PEMD/Security of all POs/work orders is less than the recoverable amount, action shall be taken by PSPCL as admissible under law e.g. filing of recovery suit and lodging of FIR etc. Moreover performance of the firm regarding the same shall be given due importance while placing future orders on such firms.
- (ii) In case after completion of work and final payment & the contractor it is found on account of General Audit, Technical audit and/or any other reason whatsoever that any amount is recoverable from the contractor it shall be lawful for PSPCL to recover the same in any manner specified above.

2.23 WORK TO PROCEED UN-INTERRUPTED:

It shall be ensured by the Contractor/ Service provider that work shall proceed un-interrupted.

2.24 SUBLETTING OR TRANSFER OF CONTRACT:

The contractor shall not without prior approval of PSPCL assign or transfer the contract.

2.25 All relevant clauses of PSEB Works Regulations-1997 & Corporate Transport Policy of PSPCL as amended from time to time shall also be applicable.


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



Tender Spec. No. 02/COS&D(North)/2023-24
Annexure-A

TENDER ACCEPTANCE LETTER

To,

**COS&D (North),
PSPCL, Ludhiana.**

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: 02/COS&D(North)/2023-24

Title of Tender/Work:- Hiring of one number diesel Car Toyota Etios/Maruti Brezza
or equivalent Vehicle along with Driver as per PSPCL Terms
& Conditions & tender enquiry.

Dear Sir,

1. I/We have obtained the tender document(s) for the above mentioned 'Tender/Work' from the office name of office "**COS&D (North), PSPCL, Ludhiana**" as per your advertisement.
2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s),etc.), which form part of the contract agreement and I/we shall abide here by the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time by your department/organization too has also been taken into consideration, while submitting this acceptance letter.
4. I/We here by unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirety.
5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full earnest money deposit absolutely.

Signature:

Name of Authorized Signatory/Owner/Tenderer:

Address of Service Provider/Owner/Tender:

Mobile No:



Tender Spec. No. 02/COS&D(North)/2023-24
Annexure-B

Details of vehicle offered by contractor for hiring by PSPCL

Sr. No.	Description	Detail
1	One diesel Car Toyota Etios/Maruti Brezza or equivalent in price Vehicle along with Driver	
2	Model, Month and Year of Mfg.(Should not be more than 5 years old on the last date of submission of the tender documents)	
3	Registration number (Vehicle should be LCV with yellow name plate)	
4	Name and address of owner	
5	Colour of vehicle	
6	Name of Org./Individual providing the vehicle	
7	Year of Establishment	
8	Regd. Office/address	
9	Hiring service provider license (if any) details	
10	PAN No. (Attach PAN Card)	
11	GST No. (Attach GSTIN certificate if registered)	
12	Mobile No. of the contractor	

Note: Please ensure to enclose the attested photocopies of the above stated documents.

Signature and Seal of
contractor
(Name of contractor)

Declaration:

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and in case any of the above information is found to be false, I am aware that I may be held liable for it.

Place

Date

(Signature of Contractor)



Tender Spec. No. 02/COS&D(North)/2023-24
Annexure-C

PRICE BID FOR PROVIDING OF HIRING SERVICES OF VEHICLES ON MONTHLY BASIS FOR THE OFFICE OF "COS&D (North) PSPCL, LUDHIANA." (Tender Specifications No: 02/COS&D(North)/2023-24, Dated: 08-11-2023)

TYPE OF VEHICLE:- Diesel Car Toyota Etios/Maruti Brezza or equivalent in price Vehicle along with Driver as per PSPCL Terms & Conditions & tender enquiry.

Name of Contractor/Firm:-

PAN No.:

GST No. (If registered):

EPF A/C No. (If applicable):

EMD deposited vide Cash Receipt Demand Draft serial no.

Dated:

Sr. No.	Description of works	Qty.	Fixed monthly charges including 1000 km.	Variable Rate per KM for additional Journey beyond 1000 km (at diesel base rate as Rs. 90.25/-)	Total Charges per month Assuming the journey 2000 km per month (at diesel base rate as Rs.90.25/-)	GST %	GST Amount	Total monthly charges including GST
1	Hiring of one number diesel Car Toyota Etios/Maruti Brezza or equivalent Vehicle along with Driver as per PSPCL Terms & Conditions & tender enquiry.	01 No.						

Note: (i): Basis of Comparison: Total Quoted price = {(Fixed monthly charges for 1st 1000 Km) + (Per KM rate for additional Journey beyond 1000 km multiplied by 1000 Km)}.

(ii): GST shall be payable by service provider and service receiver as per the instructions issued by the central Government from time to time.

(iii): If a bidder does not quote GST % and total GST, then applicable GST shall be taken into consideration for calculation and comparison.

It is certify that the above rates are firm and inclusive of all taxes and liabilities.

Signature and Seal of Contractor

ANNEXURE-D

(Tender Enquiry No. 02/COS&D(North)/2023-24)
(REFERRED TO IN REGULATION 22)

Contract Agreement Form

(To be entered on a non-judicial stamped paper of `50/- only)

This contract Agreement made this _____ day of _____ in the year _____ between the Punjab State Power Corporation Limited hereinafter called 'Purchasers and M/s. _____ having their Regd. Office at _____ hereinafter called contractor for providing the Hiring services of One No Light Commercial Vehicle (LCV) – Toyota Etios/Maruti Suzuki Brezza or equivalent in price for COS&D(North) Ludhiana in accordance with Tender Enquiry No 02/COS&D(North)/2023-24 Dated 08-11-2023 and Contractor's proposal No _____ Dated _____.

This is in confirmation of the advance acceptances notified in the owner's letter No. _____ wherein the Owner has accepted the proposal of the contractor for the Hiring of One No Light Commercial Vehicle (LCV) – Toyota Etios/Maruti Suzuki Brezza or equivalent in price for COS&D(North) Ludhiana as per work order No. _____.

In view of the foregoing, the Purchaser and the contractor have agreed to the scope of work and the terms and conditions of the order settled between them.

The NIT/ Tender Specification, the Contract's proposal and related correspondence and the work order acknowledged/accepted by the contractor form part of this agreement.

This agreement contains _____ pages.

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

Contractor

Owner

CHECK LIST OF DOCUMENTS TO BE ATTACHED WITH THE TENDER/OFFER BIDDER TO ENSURE THAT THE FOLLOWING DOCUMENTS ARE MANDATORILY SUBMITTED WITH THE TENDER FOR IT TO BE COMPLETE:-

SR NO	DETAILS	REMARKS
1	Payment towards EMD	Demand Draft/Receipt
2	Payment towards cost of specification	Demand Draft/ Receipt
3	Break up of rate	Annexure-C in original
4	Certificate/proof of Registration with PSPCL or any other Government department/ Public sector Undertaking (if any)	Enclose signed copy of registration certificate or existing work order of PSPCL.
5	Signed copy of each page of tender document	Enclose signed copy
6	Documents in support of Ownership/partnership deed/ Memorandum of Association and resolution and power of attorney authorizing the signatory to sign the tender and deal with PSPCL.	Enclose signed copy.
7	Authorization letter (with attested signatures) authorizing persons to participate in tender opening process, if applicable.	Enclose signed copy
8	Undertaking regarding liaison/commission etc.	Enclose signed copy
9	Details of Vehicle offered for hire by Service provider/Firm : Annexure-B	Enclose signed original copy
10	Acceptance of terms and conditions of PSPCL (Annexure-A)	Enclose signed original copy
11	GSTIN Certificate (If registered)	Enclose signed copy
12	Copy of PAN Card	Enclose signed copy
13	EPF Registration Certificate (If applicable)	Enclose signed copy
14	Affidavit attested by the appropriate authority stating that contractor/firm is not blacklisted by any Government/ Semi Government Department.	Enclose in Original (not required if proof of registration with PSPCL attached)
15	Any other supporting documents mentioned for the purpose.	Enclose signed copy

COS&D (North), PSPCL, Ludhiana

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