

## PUNJAB STATE POWER CORPORATION LIMITED.

Name Of Department.	Chief Engineer Planning
Tender Specification No.	02 /PLG./2023-24/PSPCL/Patiala/dtd
Tender Issuing Authority.	Chief Engineer Planning
Address Details of Issuing Authority	Chief Engineer Planning, Room No.211, 7 Story Building, Head Office, The Mall, PSPCL, Patiala-147001
Place	Patiala
Short Description	DNIT for Hiring of Honda City/ Maruti Ciaz or equivalent diesel car having yellow number plate along with driver for Chief Engineer Planning, PSPCL, Patiala.
Start Date for collection of specification/tender document from the o/o Chief Engineer Planning P.S.P.C.L Patiala	04.08.2023
Last Date for collection of specification/tender document from the o/o Chief Engineer Planning, P.S.P.C.L Patiala	10.08.2023 03:00 P.M
Last Date for bid submission	11.08.2023
Bid opening Date	14.08.2023
Tender Specification Fee cost	Rs.1000+18%GST=1180
EMD	Rs.10,000
Payment Mode	Chief Engineer Planning, PSPCL, Patiala

**Notes:-**

1. In case the due date for the opening of tender happens to be a holiday, tender would be received & opened on the next working day at the same time
2. Tender specification can only be collected from the o/o Chief Engineer Planning, P.S.P.C.L Patiala. By submitting demand draft of Rs.1180/- or can be downloaded from PSPCL, website <http://pspcl.in>
3. The prospective bidders are requested to be extra cautious in filling the tender and to get in touch with this office in case of any difficulty. Once the tender is opened, no request for extension in the date and time of opening of tender on this account will be entertained.
4. The prospective bidders are requested to be extra cautious in filling the tender and to get in touch with this office in case of any difficulty. Once the tender is opened, no request regarding giving relaxation or for overlooking any mistake committed by the bidder will be entertained.
5. PSPCL Works regulation can be downloaded from the official website of the corporation ie. <http://pspcl.in>

Chief Engineer/Planning.  
PSPCL, Patiala.

**PUNJAB STATE POWER CORPORATION LIMITED.**

DNIT for Hiring of Honda City/ Maruti Ciaz or equivalent diesel car having yellow number plate along with driver for Chief Engineer Planning, PSPCL, Patiala.

**CONTENT**

1. TENDER NOTICE	Page 3 to 4
2. TERMS & CONDITIONS	Page 4 to 15
3. DETAIL OF VEHICLE OFFERED BY THE CONTRACTOR (Annexure-A)	Page 16 to 17
4. SCHEDULE OF PRICE (Annexure-B)	Page 18
5. CONTRACT AGREEMENT (Annexure-C)	Page 19

**Issued to**

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**Superintendent Planning,  
PSPCL, Patiala.**

**PUNJAB STATE POWER CORPORATION LIMITED**

**NOTICE INVITING TENDER**

**DRAFT Tender Enquiry No. 02 /2023-24**

**Date of Issue : 03.08.2023**

**Date of Opening : 04.06.2023**

1. Sealed tenders in duplicate are invited on behalf of Punjab state Power Corporation Limited from contractors/ firms for execution of following work

<b>Enquiry No.</b>	<b>Description</b>	<b>Completion period</b>	<b>Cost of Tender specification (Including GST @ 18%)</b>
02 /2023-24	Hiring of Honda City/Maruti Ciaz or Equivalent in price with Driver for Chief Engineer Planning PSPCL, Patiala having yellow number plate.	12 month	Rs.1180/-(Non Refundable)

2. Tender documents shall be issued to contractors & firms who have adequate experience of carrying out similar type of work i.e. supplying of vehicles.
3. The bidders shall submit to this office request for issue of tender specification along with details of the vehicle/vehicles to be provided for hiring i.e. Vehicle No., copy of Registration Book, copy of insurance, copy of permit and experience detail etc.
- 4.
- i. The interested contractors/Firms must submit their request for issue of "Tender Specifications by 18.07.2023 till 11.00 AM along with cost of tender specification by cash or demand draft in favor of AO/Cash, PSPCL, Patiala on any scheduled bank payable at Patiala.
- ii. Tender fee payment of Rs.1000+GST18% is not refundable in case of firms/contractors who qualified for the issue of tender documents. In case of firms/contractors, who do not prequalify for issue of tender documents, amount deposited against cost of tender specification will be not refunded.
5. The tender specifications shall be issued to eligible bidders by 10.08.2023 . The detail of receipt & opening of tenders in this office are as given below:-
- Receipt of Tenders      11.08.2023 upto 12.00 PM.  
Opening of Tenders      14.08.2023 at 11.00 AM.
6. Tender of the contractors who do not purchase the tender documents in advance shall not be received.
7. Requests for issue of tender documents received late due to any reason including postal delays or request not carrying information/documents asked vide para 3 or request received through telex or fax or graphically shall be rejected. Conditional requests are also liable to be rejected.
8. Rates quoted in tender should be valid for 120 days.

9. Those bidders who are issued tender specification are to submit their complete tender documents on or before the last date mentioned above along with fixed earnest money Rs. (As per tender documents.) For more detailed on earnest money, tender documents may be referred.
10. Notwithstanding anything stated above, the competent authority reserves the right to assess the bidder's capabilities and capacity to execute the contract satisfactorily before deciding on issue of tender documents and even afterwards for deciding about awarding the work.
11. In case last date of receipt of request for issue of tender document, receipt and opening of completed tenders happens to be a holiday, the receipt and opening will be carried out by/on the next working day upto/ at the same time.

**RATES:**

12. Contractor will quote Monthly fixed charges for 1000 km and per KM Charges beyond 1000 KM assuming the base rate of diesel as Rs. 90.25.
13. Rates quoted should be firm and inclusive of all taxes (excluding GST), duties, 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 owner 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 herewith (**Annexure-B**). The rates should be quoted in both words and figures.
14. L-1 shall be decided by considering the total journey for each month as approximately 2400 km.

**GENERAL TERMS AND CONDITIONS:-**

15. The charges on account of driver's salary, overtime, driver's mobile and all other incidental charges shall be borne by the owner.
16. Non-compliance of agreement shall invite forfeiture of the earnest money of the tender so deposited with the PSPCL.
17. The successful contractor will have to execute an Agreement with PSPCL on non-judicial stamp paper worth Rs. 25/- for faithfully execution of the work as per Terms & Conditions of the Work Allotment Order. (**Annexure-C**).
18. The Work Order for out-sourcing of vehicles, for the vehicles not more than 4 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 two years, subject to the performance of the Vehicle/ Service Provider. Hence the maximum period for which a vehicle can be hired is 3 years. After a period of 3 years, a new tender need to be floated.
19. Only Commercial Vehicle with yellow number plate, entry in Registration Certificate should be hired. No Corporation employee or his family member/relative can participate in the tendering process. In case of any violation, the contract shall be cancelled, 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 black listed.

20. 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.
21. 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.
22. Road tax for the vehicle shall be paid regularly and kept updated by the service provider.
23. Service Provider shall have valid pollution certificate for the vehicles and the same should be available with the driver to be produced on demand.
24. The service Provider shall obtain the passing/ fitness certificate and update Registration of vehicle from the concerned authority at his own cost.
25. Expenses towards fuel, Mobil oil, service charges and other repairs & 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.
26. 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 PSPCL.
27. 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.
28. Vehicles shall possess Valid Permit. No liability for the Inter -State permit charges would be borne by PSPCL.
29. Toll Tax/Parking charges, etc. wherever paid, shall be reimbursed as per actual, subject to the production of its receipts.
30. 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.
31. 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.
32. 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.
33. 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.
34. 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.

35. 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.
36. 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.
37. In case of non-availability of vehicle, alternate vehicle shall be provided by the service provider .
38. Service provider shall ensure mobile facility to the driver at its own cost.
39. Log book should be maintained by the service provider.
40. 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.
41. Monthly return of all the vehicles shall be submitted to the HOD concerned and Quarterly return of vehicles on the prescribed Performa shall be sent to General Section, PSPCL by concerned HOD.
42. It shall be the responsibility of the officer-in-charge of the vehicle to ensure timely payment to the service provider, not later than 30 days after submission of bill by the service provider.
43. 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.
44. Variation of 05 Paisa for cars and 08 paisa for other vehicles, for every Rs. 1/- variation in diesel cost, taking the base price of diesel rate @ 90.25 as on 01.04.2022 shall be applicable on actual kilometers run, effective from the 1<sup>st</sup> day of the subsequent month.
45. GST shall be payable by the service provider and service receiver as per the instructions issued by the Central Govt. from time to time.
46. In case services of service provider are not satisfactory on any account, the contract can be terminated by giving 15 days' notice.
47. 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 Regulations 1997, as amended from time to time.
48. 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.

49. The Head of the office, for which the outsourced vehicle has been hired and the officer/official in-charge of the vehicle shall be held directly responsible for non-compliance/ non-implementation of these instructions.
50. Outstation Night halting charges from 10.00 pm to 06.00 am shall be RS. 300/-
51. 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 same Terms & Conditions as mentioned in the Policy, then it shall be acceptable.
52. In case any condition is not mentioned herein then instructions mentioned in corporate Transport Policies of PSPCL issued vide memo No.3304/4203/GB/V-612 Dated 31.01.2023 shall be applicable.
53. Jurisdiction of agreement shall be at Patiala.

**Chief Engineer Planning,  
PSPCL, Patiala.**

### TERMS & CONDITIONS/SPECIFICATIONS

1. The following instructions must be carefully observed by all tenderers. Quotations/tenders not strictly in accordance with these instructions are liable to be rejected:-
  - a. Tender shall be submitted in duplicate and all copies shall be separately tagged and clearly marked as 'Original' or 'Duplicate' as the case may be.
  - b. Telegraphic quotations will not be accepted.
  - c. The tender shall be sent in two separate envelopes. One envelope containing deposit of Earnest Money and the other containing the main tender in duplicate. While opening the tenders the envelope containing Earnest Money shall be opened first and only in case the deposit of Earnest Money is in accordance with the terms of Notice Inviting Tender, the second envelope containing the tender shall be opened.
  - d. Vendors applying for the tender must possess complete documents, that is copy of Registration Book, copy of insurance, copy of GST no. and experience details etc.
2. The officer inviting tenders reserves the right to modify the schedule of requirements, technical particulars and the specifications at any time and to place the order as a whole or in part and 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 the preparation of the tenders.
3. Quotations/Tenders shall be enclosed in double covers both addressed to **Chief Engineer Planning, Room No.211, 7 Story Building, Head Office, The Mall, PSPCL, Patiala-147001**. Both (inner& outer) covers shall be sealed and superscripted with Tender No. as given at the left hand top corner of the inquiry or in the Tender Notice together with the date on which the tender is due.
4. Quotations/Tenders shall be received in the office of **Chief Engineer Planning, Room No.211, 7 Story Building, Head Office, The Mall, PSPCL, Patiala-147001** up to 11:00 AM on the due date given in the tender notice and shall be opened in the same office thereafter at 11:30 AM in the presence of Tenderers or their Agents if they like to be present. In case the due date of receiving/opening tenders happens to be a holiday, tenders shall be received and opened at same place and same time on the next working day.
5. Tender specification can only be collected from the office of **Chief Engineer Planning, Room No.211, 7 Story Building, Head Office, The Mall, PSPCL, Patiala-147001** The prospective bidders are requested to get clarification from this office number: +91-96461-29877 in case of any difficulty regarding the tender well in time and no last minute request for extension in the date and time of opening of tender on this account will be entertained.



6. The prospective bidders are requested to be extra cautious in filling the tender and to get in touch with this office in case of any difficulty. Once the tender is opened, no request regarding giving relaxation or for overlooking any mistake committed by the bidder will be entertained.
7. The onus of responsibility in case of death or injury to the labor/ worker during the pendency of work or at the time of execution of work (Running of vehicle) will fully lie with the contractor. PSPCL will bear no claim/ responsibility in this regard whatsoever.

8. **EARNEST MONEY:**

- i. The tenderer shall be required to deposit Earnest Money Rs.10,000/-in the shape of Demand Draft in favour of **AO/Cash, PSPCL, Patiala** payable at State Bank of India, Patiala in a separate sealed cover except in the following cases:-
- ii. Public Sector Undertakings fully owned by Punjab Government/Central Government/Other State Govt. Provided that a certificate of Govt. Ownership shall be submitted in the envelop of EMD.
- iii. Firms/Contractors having permanent Earnest Money Deposit for the requisite amount with Punjab State Power Corporation Limited.

Earnest money shall be forfeited in case of with-draw/modification of an offer within the validity period, as required in the NIT/Tender specification. In case of successful tenderer, Earnest Money shall be converted as Security Deposit.

9. **TENDER TO BE INVALIDATED:**

The tender must be complete in all respects. Conditional, incomplete or not properly sealed tenders and tenders received late due to any reason whatsoever will be rejected.

10. **SECURITY DEPOSIT:-**

- i. Amount of earnest money already deposited shall be retained as security deposit for faithful execution of this contract. 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. In the event of default on the part of the contractor in the faithful execution of contract, security deposit shall be forfeited. The forfeiture of security deposit shall however be without prejudice to any other rights arising of acquiring to the PSPCL under relevant provisions of the contract like penalty/damages for delay in delivery including suspension of business dealing with board for a specific period. It will however be refunded after the contract has been executed faithfully.
- iii. In the event of default on the part of the contractor in the faithful execution of contract, bill of the contractor shall not be paid.

11. **SIGNING OF TENDERS:**

Tenders shall be signed by the owner or person holding Power of Attorney to do so. Necessary documents in support thereof should be enclosed with tender at the time of submission, failing which the tender may not be considered.

12. Only light commercial vehicle (L.C.V.) with yellow name plate shall be hired and entry of the same must be in the Registration copy (R.C). Vehicle should possess an All India Permit. No liability for interstate permit charges would be borne by PSPCL. If contractor will not provide yellow name plate vehicle to PSPCL then his EMD will be forfeited and his firm will be blacklisted.
13. At the time of hiring, vehicle should not be more than four years old and it can be continued upto 6 years of life & further extended by one year at the discretion of CE/HOD.
14. The log book of vehicle shall be maintained as the logbooks of PSPCL vehicle are maintained.
15. The vehicle shall solely be used for P.S.P.C.L's works during the entire contract period.
16. The vehicle is required around the clock and shall be stationed at Patiala.
17. Driver's uniform should be the responsibility of service provider, Fast tag must be placed on vehicle and Seats of car should be neat and clean.

**18. RATES:**

- i. Contactor will quote Monthly fixed charges for 1000 km and per KM Charges beyond 1000 KM assuming the base rate of diesel as Rs. 90.25.
- ii. Rates quoted should be firm and inclusive of all taxes (excluding GST), duties, 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 owner 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 herewith(**Annexure-B**). The rates should be quoted in both words and figures.
- iii. L-1 shall be decided by considering the total journey for each month as approximately 2400 km.

**19. 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 Managing Director of the factory with a copy of orders regarding his appointment as authorized signatory.
- a) 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.

- b) 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.
- c) 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.
- d) Certified that we are registered dealer under the GST Act and our Registration No. is \_\_\_\_\_
- e) 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.
- f) The maximum rate (in percentage) up-to which the GST may become leviable/ payable under the prevailing Rules & Regulations applicable to their company, should also be clearly indicated in their tender.
- g) 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.

- h) 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.
- i) Further GST at applicable rates on principal supply shall be payable on Freight and Insurance.

**20. PERIOD OF CONTRACT:**

Initially, vehicles shall be hired for one year and depending upon the performance, the contract will be extendable for the next one more year. Extension in contract period shall be with mutual consent of both the parties. However, the contract can be terminated by PSPCL by giving 30 days notice at any time during the contract period. Decision of PSPCL will be final and binding on the contractor in this regard.

21. Kilometers reading will start and terminate at PSPCL's office where the contracted vehicle is supposed to be stationed. No mileage will be permitted for lunch/tea break etc. Meter indicating the Km's run (Milo-meter) should be in good working condition and accurate and in accordance with the Regulations of Motor Vehicles Deptt. Act.

22. 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 Monthly Minimum Kilometers.
23. In case driver do not report on duty or is unavailable for any reason, whatsoever and the officer is forced to drive the vehicle or get it driven by someone else, in that case the entire responsibility of any kind shall be of the contractor.
24. Expenses towards service charges, Mobil-oil, fuel charges (Diesel) and other repairs and maintenance of vehicles will be borne by the owner and the vehicles shall be kept in perfect running condition and in case of breakdown of vehicle, alternative vehicle shall be made available by the contractor.
25. The seats will be well cushioned and should have fine, neat and clean seat covers and vehicle should have rubber floor mats.
26. Road tax for the vehicle shall be paid regularly and kept up-dated by the owner.
27. The vehicle shall be duly insured comprehensively including third party insurance during the period of engagement with PSPCL. Insurance premium shall be paid by the owner. Lodging insurance claims with the Insurance Company will be owner's responsibility in case of any such eventuality.
28. No liability for inter state permit charges would be borne by the PSPCL.
29. No extra charges shall be paid for night halt.
30. The bidder shall produce diesel/petrol bills in token of buying diesel/petrol for the hired vehicle to check the variation in the rate of diesel each month. If he fail to produce the bills for diesel, then engineer -in -charge will deduct the amount as applicable from the bill presented by the contractor in case the diesel price gets decreased by one rupee or more.
31. Owner should also have valid pollution certificate for the vehicle and the same should be available with the driver and produced on demand.
32. The vehicle will be released for servicing the maintenance for the minimum possible period, as and when necessary, without any deduction of payment provided the vehicle has been regularly in use prior to the service. This should be permitted on prior intimation to the concerned officer. The service should be managed preferably on a Gazetted holiday or Sunday.
33. **DRIVERS:**  
Efficient & healthy drivers possessing a valid license for running the vehicle should be provided by the tenderer at his own cost. Each driver should be provided with Mobile Phone for communication. The drivers should be well behaved and punctual and under no circumstances, driver of the vehicle be under the influence of any intoxicating drink or drug. The contractor shall be responsible for the conduct of the drivers. PSPCL shall have all the rights to discontinue the hiring of vehicle if in the opinion of the officers of the PSPCL the behavior of the driver is found objectionable, and his opinion in this regard shall be final and binding on the contractor. The driver of the vehicles should be made available for 24 hours at the destination of vehicle and can be called at any time.
34. Alternative replacement of the driver shall be the responsibility of the owner of the vehicle in case driver has to proceed on leave or is not available on medical grounds or due to any other reason whatsoever.
35. The vehicle shall be well equipped with reliable spare tyre, tools, spares and consumables in order to attend minor repairs while traveling.

36. The charges on account of driver's salary, overtime and all other incidental charges shall be borne by the owner.

**PAYMENT:**

- i. The payment shall be made on monthly basis on the presentation of the bills along with Log Book duly verified and approved by the concerned officer in the succeeding month by **AO/Cash, PSPCL, Patiala** through Cheque/RTGS.
- ii. To increase/decrease the rate by eight paise per KM for total kms run (including Minimum km) for every increase or decrease, as the case may be in the rate of diesel by rupee one taking Rs. 90.25 per litre as the base price.
- iii. The Kilometer run, from the point of departure of vehicle for maintenance/repairs, the time it runs and re-joins the duties, shall not be considered for billing.
- iv. Income tax and other taxes, charges shall be deducted as per prevailing rates while clearing the bills for payment.
- v. Rate of diesel during the month will be decided on average basis of rates of Punjab.
- vi. 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 monthly Minimum Kilometers.

38. Parking charges/toll tax, if applicable at any route, will be paid by PSPCL or reimbursed to contractor on submission of documentary proof.

**39. PENALTY:**

In case of non-deputing of vehicle or delay in availability of the vehicle, a penalty of Rs.500/- shall be imposed for each default. In addition, no payment of that day will be paid. Contractor is liable to make available a substitute vehicle having complete documents, if the vehicle on contract during transit falls under break-down. In case any inconvenience is experienced by the concerned officer of PSPCL in the performance of trips due to which alternate arrangement has to be made by PSPCL, the risk and cost of the same shall be borne by the contractor and the amount will be deducted from any amount due to the contractor from the PSPCL.

40. EPF, if applicable in respect of drivers engaged by the tenderer will be borne by the owner of the vehicle. The contractors will deposit the proof of deposit of EPF in respect of previous month while submitting claim for next month.

41. In case of any accident, any type of challan, halt charges, penalty, damage, court case, and police case etc., the sole responsibility will be of the owner of the vehicle and PSPCL will not be party in such case.

42. Non-compliance of agreement shall invite forfeiture of the earnest money of the tenderer so deposited with the PSPCL.
43. The owner of the vehicle at his own cost will get done Passing/obtaining fitness certificate and updating of Registration of vehicle from the concerned Registering Authority.
44. Trial period shall be 30 days of operation. The order shall be confirmed thereafter subject to satisfactory performance, failing which the order shall stand automatically cancelled.
45. PSPCL employees and their near relatives are not allowed to bid for tenders.
46. Earnest money deposit of unsuccessful tenders will be refunded as per rules after finalizing the tenders.
47. No interest will be paid on the earnest money or security deposit.
48. The successful contractor will have to execute an Agreement with PSPCL on non-judicial stamp paper worth Rs.25/- for faithful execution of the work as per Terms & Conditions of the Work Allotment Order.(Annexure-C).

**49. NEGLIGENCE& DEFAULT:**

In case of any negligence on the part of a Contractor to execute the Work-order/Contract with due diligence and expedition and to comply with any reasonable orders, pertaining to any contravention to the provisions of the Purchase-order/Contract, given in writing by the PSPCL, the PSPCL may give a 21 days-notice in writing to the Supplier/Contractor to make good the failure/neglect/contravention. In the event the Supplier/Contractor fails to comply with the notice within a timeframe considered to be reasonable by the PSPCL, the business dealings shall be suspended/terminated with the contractor by the PSPCL for a minimum period of three years or in extreme cases, the firm shall be blacklisted forever by the purchaser.

Apart from the suspension/termination of business dealings/blacklisting of the supplier/contractor, the PSPCL shall also forfeit the security & other pending payments of the Work-Order/Contract against which the contractor has defaulted, in addition to PEMD/ EMD lying with the concerned organization.

**50. CANCELLATION:**

The PSPCL reserves the right to cancel the work order as a whole or in part, at any time or in the event of default on the part of contractor by giving 15 days notice. Decision of PSPCL will be final and binding on the contractor in this regard.

**51. ARBITRATION:**

- i. If at any time any question, dispute or difference what so ever arises between PSPCL and the contractor in relation to or in connection with the contract, either party may forthwith give to the other, notice in writing of the existence of such question, dispute or difference and same shall be

- referred for sole arbitration of a nominee of the PSPCL who shall give a reasoned /a 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 rules there under. Any statutory amendments, modification or re-enactment thereof for the same time being in force shall be deemed to apply and be incorporated in contract. It will not be objectionable, if sole arbitrator is an officer of PSPCL and he has expressed his views on all or any of the matter in question or dispute or difference.
- ii. 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.
  - iii. The work under the contract shall be continued during the arbitration proceedings and no payment due or payable by the purchaser/Corporation shall be withheld on account of such proceedings.

**52. JURISDICTION:**

All legal proceedings in connection with the Purchase Order/Contract shall be subject to the territorial Jurisdiction of the local Civil Courts at Patiala (Punjab) only.

All relevant clauses of Works Regulations-1997 as amended from time to time shall also be applicable.

53. Expenses towards fuel service charges, Mobil oil and other repair and maintenance. Of the vehicle will be borne by the contractor and the vehicle shall be kept in perfect, running condition and in case of breakdown of vehicle alternative vehicle shall be made promptly available.
54. The driver hired on contract basis should have minimum experience of more than 2 years and should be well conversant with various locations. In case of accident, due to negligence of driver, the contractor will bear the whole responsibility of the vehicle and PSPCL will not be party in any case

**Chief Engineer Planning,  
PSPCL, Patiala.**

## Details of vehicle offered by contractor for hiring by PSPCL

Sr. No.	Description	Detail
1	1 No. Honda City/ Maruti ciaz or equivalent Diesel Car along with Driver	
2	Model	
3	Year of Mfg. <b>(Should not be more than 4 years old on the last date of submission of the tender documents)</b>	
4	Registration number <b>(vehicle should be LCV with yellow name plate)</b>	
5	Name of owner	
6	Address of owner	
7	Kilometre run up to date of submission of the tender documents	
8	Cost at the time of purchase <b>(attach documentary proof)</b>	
9	Colour of vehicle	
10	Number of accidents if any with details	
11	Challans issued if any with reasons	
12	Name of Org./individual providing the vehicle	
13	Year of Establishment	
14	Regd. office/address	
15	Hiring service provider license if any details.	
16	Nos. of fleet of vehicles available make/model.	
17	No. of fleet of vehicles he can arrange from local market at his own level.	
18	Past experience of handling hiring services Name of Govt/Autonomous Organization served along with performance certificate. <b>(attach documentary proof)</b>	



19	PAN No. <b>(attach documentary proof)</b>	
20	GST No. <b>(attach documentary proof)</b>	
21	Mobile No. of the contractor	
22	Any additional information	
23	Central Excise Registration No. <b>(attach documentary proof)</b>	
24	EPF NO. <b>(attach documentary proof)</b>	
25	Affidavit attested by the appropriate authority stating that contractor/firm is not blacklisted by any Govt. / Semi Govt. Deptt. <b>(attach documentary proof)</b>	

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)

**Annexure-B**

**PRICE BID FOR PROVIDING VEHICLE ON MONTHLY BASIS FOR THE OFFICE OF CHIEF ENGINEER PLANNING, PSPCL, PATIALA.**

**TYPE OF VEHICLE:-** Hiring of 1 No. Honda City/ Maruti ciaz or equivalent vehicle along with Driver and yellow number plate as per PSPCL Terms & Conditions & tender enquiry.

Name of Contractor.

PAN No.

GST No.

EPF A/C No.

**EMD deposited vide Cash receipt Demand Draft serial no.**

Sr. No.	Description of works	Qty	Fix monthly charges including 1000 km	Rate per KM for additional Journey beyond 1000 km	Total Charges per month Assuming the journey to be 1000 km at diesel base rate as Rs. 90.25/-
1.	Hiring of 1 No. Honda City/ Maruti ciaz or equivalent vehicle along with Driver as per PSPCL Terms & Conditions & tender enquiry.	01 No.			
2	GST%				
3	GST Amount on monthly charges				
4	Total monthly charges including GST				
5	Total annual charges including GST				

It is certified that the above rates are firm and inclusive of all taxes and liabilities (Except GST).

Signature and Seal  
of Contractor

**CONTRACT AGREEMENT**

This Contract Agreement has been executed today on\_\_\_\_\_ between Punjab State Power Corporation hereinafter called PSPCL and\_\_\_\_\_ here in after called " Contractor" for supply of different type of vehicles on daily/monthly basis to Punjab State Power Corporation Limited on the rates mentioned in the enclosed Annexure-BI to B-II for two year with immediate effect, in accordance with Tender Enquiry\_\_\_\_\_ and contractor quotation dated\_\_\_\_\_ and subsequent correspondence made between the parties.

The PSPCL has appointed the contractor as authorized contractor for supply of different type of vehicles on daily/monthly basis to Punjab State Power Corporation Limited vide PSPCL Work Order No. \_\_\_\_\_ dated\_\_\_\_\_ mentioning therein detailed terms & conditions. The contractor while acknowledging Contract dated\_\_\_\_\_ has agreed to comply with the same.

This agreement contains\_\_\_\_\_ pages including Annexure A, B &C.

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

**CONTRACTOR**

**Chief engineer/Planning,  
PSPCL, Patiala.**

**WITNESSES**