



Punjab State Power Corporation Limited(Regd. Office: PSEB Head Office, The Mall, Patiala-147001) Office of the SE/FE&T, Guru Hargobind Thermal Plant, Lehra Mohabbat -151111Tel No. 0164-2756992, Fax No. 0164-2756255, Website: www.pspcl.in
Corporate Identity Number:U40109PB2010SGC033813

Tender Enquiry No: - 02/ FE&T/GHTP/FM-2

Dated: 27-05-2019

To

List of firms as per annexure-A

Memo No. 2078/857FM-2A

Dated: 27-05-19

Sub: **Tender Enquiry for transportation of approximately 550 MT FO/LDO by road from GNDTP Thermal Plant Bathinda to GHTP, Lehra Mohabbat**

Dear Sirs,

Please quote your lowest rates & other terms & conditions for transportation of 550 MT FO/LDO by road from GNDTP Thermal Plant to GHTP, Lehra Mohabbat.

1. Last date & time for receipt of request : 13-06-2019 upto 17:00 Hrs.
for registration of contractors with
GHTP, Lehra Mohabbat
2. Last date and time for Issue of : 13-06-2019 upto 17:00 Hrs.
tender documents
3. Last date and time for Submission : 18-06-2019 upto 11:30 Hrs.
of bids
4. Date and time for Opening of bids : 18-06-2019 at 12:00 Hrs.

TERMS AND CONDITIONS

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| 1. | A set of Tender documents (Non-transferable) can be obtained from the office of SE/FE&T, against payment of Rs. 60 (Sixty)(including GST) in the form of Bank Draft in favour of Accounts officer/O&M, GHTP, Lehra payable at SBI Lehra Mohabbat or any other scheduled bank at Rampura Phul or PSPCL cash receipt. Tender documents can be downloaded from our website www.pspcl.in and cost of tender document in the form of Bank Draft/PSPCL cash receipt should be submitted with tender in separate envelope. |
| 2. | Tenders of the firms, which do not submit the hard copy of the Demand Draft / PSPCL Cash Receipt towards cost of specification by the last date and time of bid submission shall not be accepted. |
| 3. | Tenders of only those technically suitable firms will be considered/opened who will meet with the following PQR/eligibility criteria :- |

i.	The prospective bidders should be in oil transport business for atleast three preceding years and is rendering the oil transport services to power utilities/ oil companies/ any other private utility through oil tankers by road. Copies of work orders executed by the firm shall be submitted alongwith the tender as a proof.
ii.	The tenderer shall have to own minimum 50% of the total tanker trucks offered in the tender. The tenderer shall have to offer minimum 05 (five) tanker trucks and out of which the tenderer shall own minimum of 50% i.e. 3 (three) tanker trucks. The minimum requirement of owned Tanker Trucks shall be rounded to the higher number for the fraction of 0.5 and above and rounded to the lower number for the fraction below 0.5. Copies of the RCs of the offered tankers should be supplied.
iii.	Age (As mentioned in RC book) of Tanker Truck offered shall be as prescribed by Local Laws and in any case shall not exceed 10 years.
iv.	The tender of only those firms will be considered who supply the following documents alongwith the tender:-
a.	Particulars and details of Tenderer/ Firm. (Annexure-II)
b.	Particulars of Tanker Trucks (TTs) offered. (Annexure-III)
c.	Attested copies of valid Registration Certificate, Certificate of Fitness, Insurance Policy, Calibration Certificate and Pollution Under Control Certificate for each of the TTs offered.
d.	Undertaking by the Tenderer (Annexure-IV)
4.	REGISTRATION: Prospective bidders who fulfill above mentioned PQR (Pre-Qualification Requirements) should get themselves registered in the office of SE/FE&T, GHTP, Lehra Mohabbat. The contractors registered with GHTP/GNDTP/GGSSTP/NTPC and other such Govt. organizations for similar work will be considered eligible for participation, on submission of valid registration certificate. The new registration of firm can be done after submission of the following documents and fee by the firm before the last date for receipt of applications for registration:
a.	Application for registration.
b.	Registration fee of Rs.1000+180(18% GST) = Rs.1180/- (Rupees One Thousand one hundred eighty only) in the shape of demand draft in favour of Accounts Officer/O&M, GHTP Lehra Mohabbat, payable at SBI Lehra Mohabbat or any scheduled Bank payable at Rampura Phul or PSPCL cash receipt
c.	Documentary proof of GST Number.
d.	Income Tax (PAN) Number. Documentary proof to be attached.
e.	Copies of work orders successfully completed/ being executed by the firm for rendering the oil transport services to power utilities/ oil companies/ any other private utility through oil tankers by road for last three years.
f.	The bidder should have average annual turnover of at least Rs. 01 Lakh during the last three financial years ending 31-03-2019 for which the Balance sheets of last three years be attached as a proof.
g.	Income tax returns for the year 2016-17, 2017-18 & 2018-19.
5.	Earnest Money:- Earnest Money @2% of tendered value for above Rs.50,000/- of tendered value subject to minimum of Rs.5000/- in the form of Bank Draft in favour of Accounts officer/O&M, GHTP, Lehra Mohabbat payable at SBI Lehra Mohabbat or any other scheduled bank at Rampura Phul or PSPCL cash receipt should be submitted with quotations. Tenders received

	without EMD shall not be considered. Earnest money submitted by the other tenderers shall be refunded after award of work. No interest shall be payable to the contractor by PSPCL on EMD. Earnest Money shall be forfeited in case of withdrawal/ modification of an offer within the validity period, as required in the NIT/ tender specification after opening of tender. In case of successful tenders, Earnest Money shall be adjusted against Security Deposit.
6.	The bids received in the office of Superintending Engineer/FE&T, GHTP, Lehra Mohabbat up to 11.30 Hrs on due date shall be opened at 12.00 Hrs on the same day in the presence of bidders or their authorized representatives who may like to be present.
7.	The rates should be quoted as per reference Price Performa (Annexure-I). The rates quoted must be valid for a period of at least 120 days from the date of opening of tenders.
8.	GST shall be deposited by GHTP at the applicable rates on reverse charge mechanism basis. a) GST-TDS (CGST @1% and SGST @1% or IGST @2%) will be applicable in case total value of taxable supply under a contract (excluding GST) exceeds Rs. 2.5Lakhs. b) GST @ 18% will be applicable on penalty amount (if levied)
9.	Conditional tenders and tenders received through email / Fax /Telex will not be accepted.
10.	Tenders received after the last date and time of opening of tender shall not be accepted. 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.
11.	GHTP reserves the right to accept or reject any or all tenders/application without assigning any reason and no claim on this account shall be accepted.
12.	The work can be awarded to more than one tenderer at the discretion of the PSPCL.
13.	The contract period is Four months from the effective date mentioned in the Work Order or the completion of transportation of 550 MT. (+ 20% or decrease upto any extent as per requirement of PSPCL) of LDO/FO.
14.	Negotiations if at all required shall be held only with lowest tenderer.
15.	The tenderers are required to submit the tenders in accordance with the Notice Inviting Tender (NIT)/ PSPCL's Tender specification clearly stating that all the terms and conditions of the PSPCL's Tender specification/ NIT are acceptable to them.
16.	In case of any dispute, Chief Engineer/GHTP, Lehra Mohabbat shall be the final authority and no claim on this account shall be accepted.
17.	Quotation and other related documents shall be addressed to SE/FE&T, GHTP, Lehra Mohabbat, Distt. Bathinda, Punjab 151111.


 SE/FE&T
 GHTP, Lehra Mohabbat.

SCOPE OF WORK

1.	The contractor shall transport Furnace Oil/Light Diesel Oil safely loaded from GNDTP Bathinda to GHTP, Lehra Mohabbat in neat and clean tanker trucks (duly calibrated from Weights and Measures department).
2.	Quantity mentioned 550MT is approximate quantity to be transported. Quantity may vary after checking at the site. Actual payment to contractor will be made on pro-rata basis depending upon actual transported quantity.
3.	The transporter shall handover the quantity and quality of FO/LDO as received at GNDTP Bathinda to the consignee after its transportation to GHTP. If any shortage in quantity and /or variation in quality of product is found at any stage after tanker truck leaves the dispatch storage point up to receiving location, the contractor shall be responsible for the same irrespective of any reason and GHTP shall deduct the equivalent amount on account of above reasons.
4.	The transporter shall provide sufficient no. of Tanker Trucks for transporting 550 MT (+ 20% or decrease upto any extent as per requirement of PSPCL) of FO/LDO from GNDTP Bathinda to GHTP, Lehra Mohabbat.
5.	The delivery schedule for transportation of FO/LDO will be intimated by GHTP from time to time. The number of Tanker Trucks can be increased or decreased as desired by GHTP.
6.	Transit insurance of FO/LDO shall be arranged by the GHTP, Lehra Mohabbat before release of the tanker truck from GNDTP, Bathinda. The insurance documents shall be made available when loading of trucks is to be done.

SE/FE&T
GHTP, Lehra Mohabbat.

SPECIFIC TERMS AND CONDITIONS

1.	In case the GHTP desires to change the basis of loading of Tanker Truck i.e. volume to weight or vice versa, the transportation rates shall be altered taken into account of various factors such as density, temperature etc. of the products for determining standard conversion factor at the discretion of GHTP.
2.	GHTP shall be free to engage one or more additional contractors, either to run concurrently or separately, for transportation jobs from the same loading location.
3.	Contractor shall ensure compliance of the following requirements w.r.t Tanker Trucks offered in the tender/ listed in the work order:
a.	Conform to the statutory regulations like Indian Petroleum Act, Petroleum Rules, Motor Vehicle Act etc. as applicable from time to time.
b.	Maintained in sound mechanical conditions and having all the fittings up to the standards laid down by the Company from time to time.
c.	Properly calibrated / stamped under the Weights & Measures Act. These shall be calibrated for single capacity up to maximum permitted under Motor Vehicles Act.
d.	Be equipped with sufficient number of rubber hoses having suitable couplings at both ends, bonding/earthing with heavy-duty crocodile clips and dip-rods duly certified by Weights & Measures Department
e.	All tanker trucks must be fitted with standard type retractable safety seat belts for both driver & cleaner.
f.	Safety helmets/safety shoes for crew members
g.	Have adequately trained Crew (driver and cleaner) for efficient operations and training to TT drivers under Motor Vehicle Act & obtaining the endorsement on the driving license would be the responsibility of Transporter
h.	Tanker trucks should be EPI coated and / or chambers are cleaned periodically as directed by GHTP from time to time.
i.	The officials of the GHTP would be entitled to inspect at any time, the Tanker Trucks and / or the documents of the Contractor / its crew is liable to carry under any statute / regulation or this Agreement.
j.	GHTP can appoint third party for verification of documents, inspection of tanker trucks for construction of tanker, safety fittings, etc, GHTP's safety aspects requirements and other specific requirements such as security locking system, bottom loading arrangements, colour scheme of tanker trucks, etc.
k.	In case any of the Tanker Trucks is not made available by the Contractor on any day, GHTP would be free to use the services of any other Tanker Truck and recover the difference in transportation charges from the Contractor.
l.	In the event of breakdown or major repair of any of the Tanker Truck, GHTP at its sole discretion, may accept any other Tanker Truck of the Contractor for the period of break-down / major repair. Further, in the event Contractor request for the replacement of Tanker Truck/s, GHTP at its sole discretion may accept the same.
4.	Contractor shall be responsible for all taxes, levies and other costs of running the Tanker Trucks / transportation business.
5.	Tanker Trucks covered by this Agreement shall operate at the sole risk of the Contractor. In no case, GHTP would be held responsible for any loss or damage done to / by the Tanker Truck while on the GHTP's work or parked in their premises or anywhere else.
6.	Contractor shall make their own arrangement for parking of their vehicle overnight and / or during holidays.
7.	The Contractor shall comply with all statutory provisions relating to his trade / business / profession including his own employees or employees engaged by the Contractor and GHTP shall not be responsible for his omission or commission.

8.	GHTP has not guaranteed any minimum billings / mileage or loads for any period whatsoever. Hence, GHTP shall not be responsible for their inability in offering any load on any day or during any particular period and no idle charges etc. would be payable.
9.	GHTP shall endeavor to arrange unloading of the Tanker Trucks within reasonable time. However, no detention charges etc. are payable if, for any reason, such unloading is delayed at the receiving location.
10.	Security deposit @ 5% will be deducted from the running bills of the contractor.
11.	The contractor have the option to get the payment through RTGS system of digital payments instead of cheques if it gives option in this regard to PSPCL and charges for the same shall be recovered from the firm.
12.	The contractor shall be responsible for loading, discharging and unloading of the Tanker Trucks. All the instructions of the GHTP with regard to the same shall be binding on the contractor.
13.	Only the crew of the tanker truck and authorized representative of the contractor shall be allowed entry inside the GHTP's loading /unloading locations.
14.	The quantity shall be measured by dip system or any other relevant method as intimated by GHTP at the unloading end. However, weighment can be done at unloading end if desired by GHTP for cross checking purposes.
15.	The sample shall be drawn from the tanker truck on its arrival at GHTP before it's unloading. The sample shall be checked by the representative of Chemical Department of GHTP. Only after the sample at the unloading end is found conforming to the quality of loading end, the truck shall be unloaded. The time taken for sampling, testing and reporting of the sample shall not be liable to any detention charges.
16.	The Contractor shall be responsible for quantity and quality of the products received by him for transportation. It shall be responsibility of the Contractor to check the quantity and quality of the products received by him at the Dispatch Storage Point before acknowledgement of the products. Acknowledgement by any member of Crew of the Tanker Truck or by any other authorized person of the Contractor by way of signing on the Challan or any other Dispatch Document shall be sufficient proof of acceptance of product quantity and quality by the Contractor. The Contractor shall be responsible of the products till the products are acknowledged at the Receiving location.
17.	Bidder have to submit the documentary evidence (latest copy of memorandum of micro small & medium enterprises filed under section-8 of MSMED Act,2006 duly acknowledged by competent authority) of being a Micro, Small & Medium Enterprises. If the bidder does not submit the proof at the time of submission of its bid, it shall be considered as Large Enterprises.
18.	Responsibility
i.	It will be the responsibility of the firm to take delivery of material from GNDTP, Bathinda and the same will be delivered at GHTP. In case of any loss/shortage on any account, the same shall be recovered from the bill.
ii.	The firm shall ensure that no damage is done to GHTP property, machinery, material equipment's etc. directly or otherwise during the execution of the work. If any damage is caused by your negligence the cost of repair/replacement shall be recovered from your bill.
iii.	The firm shall be responsible for the behavior of their driver and shall follow the rules and regulations of GHTP.

iv.	The firm shall be responsible for safety and security of their driver/staff of the tanker and material. GHTP shall not compensate for any loss due to theft or accident.
v.	The firm shall be responsible for taking license, if required, for transportation of FO/LDO.
vi.	The firm shall be solely responsible to comply with the provisions relating to the Labour Laws, safety regulations and other statutory provisions as applicable during transportation of FO/LDO
19.	If any shortage in quantity and /or variation in quality of product is found at any stage after tanker truck leaves the dispatch storage point up to receiving location the contractor shall be responsible for the same irrespective of reason and GHTP would be entitled to following :
i.	In case of quantity shortage, recovery shall be made at the price at which the FO/LDO has been purchased and transport charges for the shortage quantity shall not be paid. The cost shall be recovered by invoking the bank guarantee submitted by the contractor.
ii.	Without prejudice to any other right of GHTP including the right for termination of agreement in case of variation in quality, GHTP at its discretion may dispose off the contaminated product and all expenses / losses and cost of product in this connection as determined by the GHTP shall be recoverable from contractor.
20.	Contractor shall be responsible for ensuring that:
i.	Rules and regulations of the GHTP in force are followed by him, his staff and crew of Tanker Truck.
ii.	All fittings in TT should be ISI marked. Each TT should carry one portable ISI marked 10 KGs DCP fire extinguisher in an easily accessible position away from the TT unloading facilities and one portable 1 KG CO ₂ / DCP / Approved equivalent fire extinguisher in driver's cabin. GHTP may ask for additional fittings / equipment's as per requirement.
iii.	Each TT should have security locking system arrangement as required by the GHTP.
iv.	Any security system (for e.g. locking system) if, decided by GHTP to guard against malpractices shall be unconditionally accepted by contractor. Cost of modification / modifications of fittings if any on TT shall be borne by the contractor. Contractor shall be responsible for safety / maintenance of such security systems.
v.	Any Vehicle Tracking System (VTS) (e.g. Global Tracking System) ,if decided by GHTP, to track the movement of the tanker truck shall be unconditionally accepted by the transporter and procurement and installation of Vehicle Mounted Unit (VMU) along with fittings and fixtures of the vehicle tracking system on all the tanker trucks as specified by the GHTP. The transporter shall also require upgrading of VMUs and allied fittings/ system as and when directed by the GHTP. The cost of procurement, installation and / or up gradation shall be borne by the transporter. The transporter shall be entirely responsible for working of the VMUs for tracking system. In case of not working of VMUs, GHTP reserves the right of not accepting such tanker trucks for loading and utilizes the services of other Tanker trucks. Transporter shall be responsible for safety / maintenance of the equipment and in case the equipment is lost / damaged due to any reason, the transporter shall replace the same at their own cost. Any modification / modifications of fittings if any on tanker trucks for installation of Vehicle Tracking System (VTS) and any modification in vehicle tracking system as and when required as specified by GHTP shall be borne by the transporter.

vi.	Bottom unloading system as specified by GHTP wherever required shall be unconditionally accepted by the contractor and install the same in the tanker truck. The contractor shall be required to provide suitable coupling/ adopter to be fitted on the tanker trucks. Cost of modification / modifications of fittings if any on TT shall be borne by the Contractor.
vii.	Tanker truck delivers the product to the consignee specified.
viii.	Tanker truck follows the normal / approved route from loading location to receiving location.
ix.	Average trip-time is maintained.
x.	Signature of recipient is obtained on the delivery documents.
xi.	If the consignee so desire and is permitted by the GHTP, the contractor shall allow such representative of the consignee to travel along with the tanker truck.
21.	While performing the trip for the GHTP under the terms of this agreement the contractor shall take all necessary steps and exercise due diligence to prevent any accident to the tanker truck and products. However, in case of accident taking place during transportation the Contractor shall:
i.	Arrange conveying of information to dispatch storage points as also nearest police station;
ii.	Guard the Tanker Truck and product till arrival of rescue agencies;
iii.	Arrange another fit Tanker Truck to salvage the product from Accident Tanker Truck;
iv.	Bring such transhipped / salvaged product to Dispatch Storage Point or other location as directed by the GHTP at Contractor's cost.
v.	Be responsible and liable for loss / claims as determined by the GHTP.
22.	Contractor shall be responsible for any damage or loss caused to the GHTP's product or property by negligence or default of its Crew, authorized representative or Tanker Truck. This shall also include confiscation of GHTP's product by any statutory authorities.
23.	The contractor shall not be entitled to change the ownership of / their right on the tanker trucks or assign, subrogate, sublet or part with it's right, title and interest under this agreement for any reason whatsoever
24.	The contractor shall not cause or allow any change in the constitution of its firm without obtaining the previous written consent of the GHTP.
25.	Neither party to this agreement shall be liable for the non-performance of any of its obligations under this agreement so far as such non-performance is occasioned by conditions of the force majeure. The force majeure means natural calamities like floods, earthquake and other acts of God and riots, etc. The affected party shall give the notice to the other party of occurrence of any such calamities within a period of 24 hours of occurrence of such calamities. The performance of the respective obligations of the parties under this agreement shall be resumed as soon such calamities, which have resulted in the non-performance cease to occur.
26.	The contract shall be valid for period of four months from the effective date as given in the work order or the completion of transportation of 550 MT (+ 20% or decrease upto any extent as per requirement of PSPCL) of FO/LDO to GHTP from GNDTP, whichever is later. However, GHTP reserves the right to terminate this agreement by giving 15 days advance notice without being liable to give any reason or pay any compensation. Notwithstanding anything to the contrary contained hereinabove, GHTP reserves the right to terminate this agreement forthwith upon or at any time after happening of any of the following.

i.	If the contractor, its proprietor or any partner is adjudicated insolvent or become bankrupt or goes into liquidation whether voluntary or otherwise.
ii.	If attachment in execution of a decree is passed against the contractor, its proprietor or any of its partners.
iii.	If road permits or statutory licenses / permissions granted to contractor / its tanker trucks by transport or any statutory authorities is cancelled or revoked.
iv.	If any of the information submitted by the contractor in the tender is found incorrect at any time.
v.	Breach of any of the terms or conditions of this agreement by the contractor.
vi.	If the contractor commits any such act which in the opinion of the GHTP is prejudicial to the good name / image of the GHTP. Decision of GHTP in this regard shall be final.
vii.	If the contractor causes disruption in transportation of bulk petroleum products. The decision of GHTP shall be final and binding on the contractor.
viii.	On the death or retirement of proprietor or any of the partners of the contractor firm. However, in case, GHTP does not exercise this option, the agreement shall continue as between the GHTP and surviving / continuing partners of the contractor. The legal representatives of the deceased partner or the retiring partner himself shall be liable for all the obligation of the contractor incurred up to the date of death or retirement but shall not be entitled to claim from the GHTP on any portion of Security Deposit. The death or retirement of any partners shall be notified by the Contractors to the GHTP in writing within 24 hours of such death or retirement.
27.	Successful tenderers shall be required to submit bank guarantee amounting to Rs.10.00Lacs, within 7 days of issuance of LOI/Work Order. The bank guarantee should be valid for at least 04 months. (The performa for Bank Guarantee is as per Annexure-V)
28.	The transit Insurance to cover any losses during transit shall be arranged by the PSPCL. The insurance documents shall be made available when loading of trucks is to be done.
29.	The tanker trucks listed in the work order shall be made available to the GHTP during the agreement period at the loading location as and when required.
i.	In case any of the tanker trucks is not made available by the Carrier on the date required by GHTP, penalty @ Rs.1000/- per tanker truck per day shall be levied which will commence after 2 days of required date. The penalty shall be levied for maximum seven days at a time. However, GHTP would be free to use the services of any other tanker truck and recover the difference in transportation charges from the carrier.
ii.	In the event of breakdown or major repair of any of the tanker truck, GHTP at its sole discretion, may accept any other tanker truck of the carrier for the period of break-down / major repair. Further, in the event carrier request for the replacement of tanker truck/s, GHTP at its sole discretion may accept the same.
iii.	Age of the tanker trucks offered should not exceed 10 years or as prescribed by local laws whichever is less during the contractual period. GHTP shall remove the Tanker Trucks attaining the age of 10 years during the contractual period. Carrier shall ensure replacement with another tanker truck having age of less than 10 years in 30 days. In case carrier fails to provide replacement within 30 days, GHTP shall be free to engage any other tanker truck.
iv.	The filled tankers should reach GHTP within 24 hours of filling of all the specified number of trucks at the loading station or else penalty @ Rs.500 per 6 hours of delay shall be applicable.

v.	If desired by GHTP, representative/representatives of GHTP may travel in the filled tankers from loading station to GHTP or may accompany the tankers in a separate vehicle.
vi.	GST @ 18% will be applicable on penalty amount (if levied)
30.	The contractor shall not claim any compensation for any damage or loss resulting to him due to any act of God, riots, floods etc. during the contract period.
31.	The court in Bathinda District alone shall have jurisdiction to entertain any application on proceedings in respect of anything arising under this Agreement.

SE/FE&T,
GHTP, Lehra Mohabbat.

PUNJAB STATE POWER CORPORATION LIMITED
GENERAL TERMS AND CONDITIONS

1. SUBMISSION OF TENDERS

General guide lines for tenders/miscellaneous terms & conditions:-

- (a) Tenders have to be submitted in the office of SE/FE&T., GHTP, Lehra-Mohabbat, District Bathinda (Punjab) PIN 151111 along with EMD & tender fee before due date & time in duplicate & all copies shall be separately tagged & marked clearly as original /duplicate.
- (b) Tenders received through Telegraphic/Fax or e-mail shall not be considered. Also Conditional/incomplete/un-sealed tender tenders without EMD & tender received late will be rejected
- (c) Tender shall be sent in two separate envelopes, one envelope containing the main tender (all copies) and other containing earnest money & tender document cost, while opening tenders, the envelopes containing earnest money & tender document cost shall be opened first & in case deposit of earnest money is in accordance with earnest money clause & cost of tender document in accordance with tender, only then main tender will be opened.
- (d) Tender shall be opened in the office of S.E./FE&T on due date & time, if opening date happens to be holiday, tenders shall be opened on next working day at the same time & place.
- (e) No post tender development shall be allowed regarding any change in terms of prices or technical specifications.
- (f) The lowest tender may be called for negotiation if required by the competent authority.

All other terms & conditions shall be as per PSPCL, works regulation amended up to date.

2. INSPECTION OF SITE BY TENDERERS:

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

3. TENDER TO CONFORM TO SPECIFICATIONS

Tender which proposes any alteration in the work specified in the Tender Specification or in time allowed for carrying out the work or which contains any other terms & conditions of any sort will be liable to rejection.

4. TENDERS TO BE INVALIDATED:

The tenders 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.

5. SIGNING OF THE 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 bid at the time of submission, failing which tender may not be considered.

6. RIGHT TO REJECT ALL OR ANY TENDER:

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

7. SEGREGATION OF WORK

The officer inviting tender/Corporation reserves the right to allot the work to a number of tenderers by segregating the work or same item of the work may be allotted to a number of agencies by distributing the work without any compensation or commitment to any of the bidder.

8. POST TENDER MODIFICATIONS

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

9. ALL CUTTINGS/CORRECTIONS

Each page of the tender document including the schedule of quantity and bid drawings be signed and dated by tenderer in ink as a token of his having examined the same. All corrections and additions or pasted slips should be initialed by the contractor. Non-compliance with these conditions will make the tender liable to rejection.

10. VALIDITY OF TENDERS:

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

11. EARNEST MONEY

The tender must be accompanied by EMD in the form of demand draft in favour of Accounts Officer/O&M, GHTP Lehra Mohabbat, payable at SBI Lehra Mohabbat or any scheduled Bank payable at Rampura Phul or PSPCL cash receipt. Tender received without earnest money is out rightly rejected. In case EMD found less than the prescribed amount the tender will not be opened /considered.

Earnest money shall be forfeited in case of withdrawal/ modification of an offer within the validity period as required in the NIT/Tender specification after opening of the tender.

The amount of earnest money should be @2% of tender value rounded off to multiple of Rs 10 on the higher side subject to minimum of Rs 5,000/- and maximum of Rs 10 Lac.

Public sector undertakings fully owned by the Punjab Government/Central Government/other State Government shall be exempted from depositing earnest money, provided that a certificate of Government Ownership shall be submitted in the envelope for Earnest Money.

In case of tenders not accepted, the earnest money shall be refunded within 30 days of the award of order/contract, to the unsuccessful tenderer or after the expiry of additional period whichever is later.

12. RATES:

The contractor shall quote his rates as per rate performa in Rs. ___/Km/MT basis (**Annexure-I**) and the rates will be valid till the completion of work order. Rates offered shall be inclusive road toll tax. Rates offered should be exclusive of GST as it shall be deposited by GHTP at the applicable rates on reverse charge mechanism basis. The rates shall be quoted in the words as well as in figures, and if any difference found between the words and figures, rates quoted in the words shall prevail and considered for evaluation. Any extra /new/change in taxes imposed after final day bid submission shall be payable extra by PSPCL.

The tenderer is required to estimate the quantum of work for which they should study for himself and anticipate his commitments towards the work and quote his rates carefully taking into account all the probable contingencies.

13. GOODS AND SERVICE TAX (GST):

PSPCL is registered centrally in the state under GSTIN 03AAF5120Q1ZC. GST shall be deposited by GHTP at the applicable rates on reverse charge mechanism basis.

14. TERMS OF PAYMENT:

- i) The contractor shall submit the monthly bills, in triplicate, for the work done in respect of transportation of FO/LDO in preceding calendar month alongwith all

relevant documents during the first fortnight of the succeeding month in the office of Dy. CE/FE&T, GHTP, Lehra Mohabbat. The payment shall be released within 30 days from the date of receipt of Bill(s) after accounting for the recoverable amount, if any, on account of deficiency in services.

However, due to unavoidable circumstances, if the payment could not be made within thirty days, no interest shall be payable for such delays.

- ii) The contractor shall furnish the relevant documents along with the bills. In absence of any of the documents if the payment is delayed, the Corporation shall not be responsible for such delays.
- iii) The contractor have the option to get the payment through RTGS system of digital payments instead of cheques if it gives option in this regard to PSPCL and charges for the same shall be recovered from the firm.

15. PENALTIES

- i. If any shortage in quantity and /or variation in quality of product is found at any stage after tanker truck leaves the dispatch storage point up to receiving location, the contractor shall be responsible for the same irrespective of reason and GHTP would be entitled to following :
 - a) In case of quantity shortage, FO/LDO recovery shall be made at the price at which the FO/LDO has been purchased and transport charges for the shortage quantity shall not be paid. The cost shall be recovered by invoking the bank guarantee submitted by the contractor.
 - b) Without prejudice to any other right of GHTP including the right for termination of agreement in case of variation in quality, GHTP at its' discretion may dispose off the contaminated product and all expenses / losses and cost of product in this connection as determined by the GHTP shall be recoverable from contractor.
- ii. In case any of the tanker trucks is not made available by the Carrier on the date required by GHTP, penalty @ Rs.1000/- per tanker truck per day shall be levied which will commence after 2 days of required date. The penalty shall be levied for maximum 7 days at a time. However, GHTP would be free to use the services of any other tanker truck and recover the difference in transportation charges from the carrier.
- iii. The filled tankers should reach GHTP within 24 hours of filling of all the specified number of trucks at the loading station or else penalty @ Rs.500/- per 6 hours of delay shall be applicable.
- iv. GST @ 18% will be applicable on penalty amount (if levied)

16. PERIOD OF CONTRACT

The contract shall be valid for period of Four months from the effective date as given in the work order or the completion of transportation of 550 MT (+20% or decrease upto any extent as per requirement of PSPCL) of FO/LDO to GHTP from GNDTP, whichever is later. However, GHTP reserves the right to terminate this agreement by giving 15 days advance notice without being liable to give any reason or pay any compensation.

- i) The bidder, shall at his own expense supply tools, plants & equipment (hereinafter referred to as T&P) required for the execution of the contract other than those listed in tender documents/contract agreement which subject to their availability may be hired from PSPCL by the contractor or issued free for use in the execution of the work, as specified in the tender documents.
- ii) The details of plant, equipment & machinery available with the tenderer in working order for deployment on the work shall be submitted alongwith relevant information on the capability, financial resources and experience about himself.

18. SPLITTING OF WORK:

The PSPCL reserves the right to split up the work in the scope of this contract among more than one contractor during the progress of work due to unsatisfactory progress of work of the contractor. The PSPCL will not entertain any claim from any contractor as a result of such splitting up. The PSPCL also reserves the right to exclude/include any items of work from/into scope of the contract during the progress of work due to any reason whatsoever. The Engineer-in-charge reserves the right to inject labour, T&P & materials at the contractor's cost at any stage of work if the progress is not commensurate with the committed schedule and the contractor will not have any right to object.

19. COMMENCEMENT OF WORK&SIGNING OF THE CONTRACT:

The contractor shall have to commence the work within 07 days from the date of issue of W.O. or from the date of actual intimation of work. The contractor to whom work is allotted will be required to sign the contract agreement on the prescribed performa before the commencement of work on non-judicial stamp paper of appropriate value required under the Indian stamp act (**Annexure-VI**). The earnest money shall be forfeited if the contractor fails to execute the contract agreement within the specified period.

20. ASSIGNMENT OR TRANSFER OF CONTRACT:

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

21. SUB CONTRACTOR:

The contractor shall not sublet any portion of the contract without the prior permission of the Corporation.

22. NEGLIGENCE:

If the company shall neglect to execute the work with due diligence and expedition or shall refuse or neglect to comply with any reasonable orders given in writing by the SE/FE&T, GHTP or his authorized Engineer in connection with this contract or shall contravene the provisions of the contract, the PSPCL may give seven day's notice in writing to the company to make good failure, neglect or contravention complained of any and should the company fail to comply with the notice within reasonable time from the date of service thereof. In case of failure, neglect or contravention capable of being made good within the time or otherwise within such time as may be reasonably necessary for making it good, then and in such case, the PSPCL shall be at liberty to take the work wholly or in part, out of the company's hands and re-contract at a reasonable price with any other person or persons at the cost of the company. The company shall have to pay the entire expenditure involved as a result thereof, in such an event and it shall be lawful for PSPCL to retain any balance which may otherwise become due to the company or any account and apply the same towards the execution of the whole or balance of the work so re-contracted. If no such balance is due to the company or if due, is not sufficient to cover the amount thus recoverable from the company, it shall be lawful for the PSPCL to recover the whole or balance amount from the company by action of law or otherwise and even from the security deposit.

23. SECURITY DEPOSIT:

5% security shall be deducted from the running bills of the contractor. Earnest money of successful tenderer shall be adjusted against security deposit. The recovery of the balance shall be made from monthly running bills of the contractor to make up the total security deposit of 5 % of value of the work done. This sum shall not bear any interest. GHTP shall be entitled to adjust any sum due to it from the security deposit amount and / or any transport / other charges / dues pending for payment to the contractor against any other contract. The decision of the GHTP shall be final and binding on the contractor.

The security shall be refunded after 3 months from the date of faithfully completion of the contract by the contractor to the satisfaction of GHTP authorities.

The full amount of security deposit or part thereof shall be liable to be appropriated by PSPCL against damages, costs, charges or expenses incident upon non-observances of the terms and conditions of the contract by the contractor.

PSPCL shall be at liberty to recover such amount from the bills of security deposit of the contractor as shall be due to him on account of failure of implementation of statutory rules and regulations and make payments to aggrieved parties on behalf, risk & cost of the contractor.

In case any tenderer withdraws/amends his offer/refuses to accept the work allotted to him or deports the workers before the expiry of the contract period,

his earnest money/security deposit shall be forfeited besides taking other actions.

24. DEDUCTION OF INCOME TAX:

Income tax at the prevailing rates shall be deducted at source from the monthly bills of the contractor as per the income tax Act and Rules. Necessary TDS certificate will be issued by the paying authority.

25. COMPLIANCE OF LABOUR LAWS:

The firm shall comply with all the provisions of the contract labour (regulation and abolition) Act, 1970 and the rules made there under which may be applicable to them. The firm shall also comply with other labour and industrial laws including that of EPF and ESI and such other acts and statutes as may be applicable to them in respect of their employees and shall indemnify the Corporation and reimburse the Corporation against all the actions, claims, demands, costs and expenses whatsoever arising out of or in connection with any liability that the Corporation may be required to discharge on account of the default or otherwise on their part.

26. DEDUCTION FROM CONTRACT RATE:

All costs, damages, or expenses, the PSPCL may have incurred, which under the contract the firm is liable, shall be deducted by the PSPCL from any money due or becoming due to the company under the contract or shall be recovered by action of law or otherwise from the company or his security money.

27. CHANGE IN CONSTITUTION OF FIRM AND ADDRESS:

In case of tender by partners, any change in constitution of the firm shall be forthwith notified by the contractor to the Corporation for the information. Any change in the address of the contractor shall also be intimated to the Corporation through SE/FE&T, GHTP Lehra Mohabbat.

28. ARBITRATION:

- a) If at any time, any question/dispute or difference whatsoever shall arise between the PSPCL and the company in relation to or in connection with the contract either party may forthwith give notice to other, in writing of the existence of such question, the dispute or difference and the same shall be referred to the award of sole arbitration of a nominee of the Corporation who shall give a reasoned/speaking awards. The award of the sole arbitrator shall be final and binding on the parties and the provisions of the Indian Arbitration Act-1940 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 to and be incorporated in this contract. It will not be objectionable, if the sole arbitrator is an officer of the Corporation and he has expressed his views on all or any of the matters in question of dispute or difference.

Such a notice of the existence of any question or dispute or difference in connection with the contract shall be served by either party within 180 days of the taking over the supplies failing which all rights and claims under this contract shall be deemed to have been forfeited and absolutely barred.

- b) Upon every or any such reference, the costs of sole incidental to the references and award respectively shall be in discretion of the arbitrator so appointed who may determine the amount thereof or direct the same to be 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 with-held on account of such proceedings.

29. TERMINATION OF CONTRACT:

In the event, the firm repeatedly defaults in rendering services to the satisfaction of PSPCL, PSPCL reserves its rights to terminate the contract after giving one month's notice to the firm without assigning any reason.

30. DEDUCTION OF AMOUNTS DUE TO CORPORATION:

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

31. JURISDICTION:

All legal proceedings in connection with contract shall be subject to the territorial jurisdiction of local civil courts at Bathinda.

SE/FE&T,
GHTP, Lehra Mohabbat.

PRICE PERFORMA

- Rate quoted : _____ Rs./Km/MT.
(To and fro distance & Toll Tax etc. but excluding GST)
- Rate quoted in words : _____
 - Distance from GNDTP to GHTP: 29 Km (One way)

Note:-

1. The rates should be quoted by the transporter considering the above mentioned distance from GNDTP to GHTP, as only this distance will be considered for the final payment of the bills.
2. The above mentioned distance shall remain fixed throughout the contract period and no variation in these distances will be considered whatsoever for any reason.
3. The rates quoted should be firm and inclusive of all levies, taxes, and road toll tax etc. but excluding Goods and Service Tax (GST). GST shall be deposited by GHTP at the applicable rates on reverse charge mechanism basis.
4. Any extra /new/change in taxes imposed after final day of bid submission shall be payable extra by PSPCL.
5. Quantity mentioned 550MT is approximate quantity to be transported. Quantity may vary after checking at the site. Actual payment to contractor will be made on pro-rata basis depending upon actual transported quantity.

Annexure-II

PARTICULARS AND DETAILS OF TENDERER/ FIRM

1	Name of the firm of tenderer:	M/s.																						
2	Registered office address (proof of address to be submitted):																							
	Address for correspondence:																							
3	Contact Details:	Phone:	Fax:																					
	Email:			Mobile:																				
4	Status of the tenderer: (please tick one)	<input type="radio"/> Individual <input type="radio"/> Proprietor <input type="radio"/> Partnership <input type="radio"/> Limited <input type="radio"/> Co-operative Society <input type="radio"/> Others (Pl. specify)																						
5	Registration No. of the Firm:	Year of establishment:																						
6	<table border="1" style="width: 100%; height: 40px;"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table> Permanent Account No. : (PAN issued by Income Tax Dept.)																							
7.	Name and address of Proprietor/ Partners/ Directors:																							
Sr. No.	Name	Status	Address for Correspondence																					
8.	Name of authorized Signatory																							

9.	(a) Details of Tender document fees: (Enclose copy of Demand Draft) DD no. _____ Date: _____ Bank _____ Branch: _____			
10	Earnest Money Details (EMD):			
	DD no.	Date	Rs.	Bank

11. Whether tenderer/ Proprietor/ any of the Partners/ Directors are related (as defined under Companies Act 1956) to any of Officers of the GHTP to which tender is being submitted, if so, name of officer of PSPCL & nature of relationship.
12. We confirm that neither tenderer nor any Tanker Truck (TT) offered are black listed by any Govt./ Public Sector Utility/ Oil companies.
13. We confirm that neither tenderer nor any Tanker Truck offered are involved in any litigation, which would render the performance of any obligation impossible in case, the contract is awarded to us.
14. We confirm that rates offered by us shall remain valid for acceptance by you up to 120 days from the date of opening of this tender.
15. All the terms and conditions of the PSPCL's Tender specification/ NIT are acceptable to them.

Place:

Date:

Signature _____

Name of Person signing _____

Tenderer's Name and address with seal _____

Annexure-III

PARTICULARS OF TANKER TRUCKS OFFERED

Sr. No.	RTO Registration No.	Make & Model	Engine No.	Chassis No.	Capacity in MT	Name of TT Owner	Owned by Tenderer or Attached

Note: Age of Tanker Truck offered should not exceed 10 years as on date of opening of this tender. The TTs attaining the age of 10 years shall be removed from the contract and replacement with another Tanker Truck having age less than 10 years shall be the responsibility of the concerned transport contractor.

Place: _____

Date: _____

Signature _____

Name of Person signing _____

Tenderer's Name and address with seal _____

UNDERTAKING BY THE TENDERER

We declare as under:

1.	That the tanker trucks offered in this tender are not involved in any litigation or any violation of motor vehicles Act.
2.	That our transport company/Tanker trucks have not been black listed by any Govt./ Public Sector Utility/ Oil companies for malpractices during last three years.
3.	We further confirm that the details as furnished by us have been verified and found correct. We undertake to place the Tanker Trucks at the disposal of GHTP, Lehra Mohabbat in case the contract is awarded in our favour. If any information is found to be incorrect, the contract if awarded to us shall be liable to be cancelled and we shall be liable to pay to the GHTP, Lehra Mohabbat such damages/ losses/ claims as the GHTP may put to due to termination of the contract. We also undertake that should there be any action against GHTP resulting in damages of whatsoever nature to GHTP on account of award of contract in our favour on the basis of the misrepresentations, we shall keep the GHTP completely indemnified against all the claims/ losses/ damages/ litigations/ court action etc.

Place: _____

Date: _____

Signature

Name of Person signing

Tenderer's Name and address

with seal

(On Non-Judicial Stamp Paper of Rs.100/-)

BANK GUARANTEE

1. In consideration of GHTP Lehra Mohabbat (hereinafter called "The GHTP ") having agreed to accept bank guarantee from M/s _____(Hereinafter called "the said Carrier(s)") under the terms and conditions of an Agreement dated _____ made between the GHTP and the Carrier(s) (hereinafter called "the said Agreement") for the due fulfilment of obligations by the said Carrier(s) of the terms and conditions contained in the said Agreement on production of Bank Guarantee for Rs. _____ (Rupees _____ only), We _____(name of Bank) (hereinafter referred to as "Bank") at the request of M/s _____ (Carrier(s)) do hereby undertake to pay to the GHTP an amount not exceeding Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered or would be caused to or suffered by the GHTP by reason of any breach by the said Carrier(s) of any of the terms and conditions contained in the said Agreement.
2. We _____ (name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the GHTP stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the GHTP by reasons of breach by the said Carrier(s) of any of the terms and conditions contained in the said agreement or by reason of the Carrier's failure to perform the said Agreement. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).
3. We undertake to pay to the GHTP any money so demanded notwithstanding any dispute or disputes raised by the Carrier(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability under this guarantee for payment there under and the Carrier(s) shall have no claim against us for making such payment.
4. We _____ (name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the GHTP under by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the GHTP certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the

said Carrier(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____ we shall be discharged from all liabilities under this guarantee thereafter.

5. We _____ (name of Bank) further agree with that the GHTP shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Carrier(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the GHTP against the said Carrier(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and shall not be relieved from our liability by reason of any such variation or extension being granted to the said Carrier(s) or for any forbearance, act or omission on the part of the GHTP or any indulgence by the GHTP to the said Carrier(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.
6. This guarantee shall not be discharged due to the change in the constitution of the Bank or the Carrier(s).
7. We _____ (name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the GHTP in writing.

Dated _____ day of _____

For _____
(Indicate name of the Bank)

FO/LDO ROAD TRANSPORT AGREEMENT

(to be entered on a non-judicial stamped paper of appropriate value)

This Agreement made on _____ between GHTP Lehra Mohabbat hereinafter called 'GHTP' (which expression unless repugnant to the context shall include its successors and assigns) of the ONE PART and M/s _____ having registered office at _____ hereinafter called "THE CARRIER or Carrier" (which expression shall be deemed to include legal heirs and executors of the present constituents in case of firm) of the OTHER PART.

WHEREAS the GHTP is engaged in generating power and for this purpose require Tanker Trucks for Road transportation of FO/LDO for use in the Boiler as fuel.

WHEREAS the Carrier is engaged in the business of operating Tanker Trucks and is interested in above transportation job of the GHTP.

AND WHEREAS the Carrier has offered its services of transportation of FO/LDO product and the GHTP is agreeable to accept the same on certain terms & conditions in accordance with Tender Enquiry No. _____ Dated _____ and carrier's proposal No. _____ Dated: _____ and price bid uploaded on PSPCL website.

This is in confirmation of the advance acceptance notified in the GHTP's Letter No. _____ Dated _____ wherein the GHTP has accepted the proposal of the Carrier for the work of _____ as per Work Order No. _____ Dated _____.

In view of the foregoing the GHTP and the Carrier have agreed to the scope of work and the terms and conditions of the order settled between them.

The NIT/Tender specification, the Carriers proposal, related correspondence and the work order acknowledged/accepted by the contractor form part of this agreement.

This agreement contains _____ pages.

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

CARRIER
Witness :

GHTP
Witness: