



## **PUNJAB STATE POWER CORPORATION LIMITED**

Office of the Dy. Chief Engineer, DS Circle Patiala, 66 KV Grid Colony, Patiala

Pin Code-147001 (Punjab) Tel. 0175-2910092, Mob. 96461-01201

E-mail: se-ds-pta@pspcl.in, circlepatiala1@gmail.com

Reg. Office: PSPCL Head Office, The Mall, Patiala.

To

Dy. CE/IT Section,  
PSPCL, Patiala

Memo no. 15331

Dated: 28-11-2024

**Subject: To upload Tender Enquiry No. 01/CE/DS South Zone, Patiala/2024-25**

In this regard, Tender Enquiry No. 01/CE/DS South Zone, Patiala/2024-25 is hereby enclosed to upload the same on PSPCL website. The last date of submission of this tender is 29.11.2024, 5:00 PM. So, it is requested to upload the same as early as possible.

This is for your kind information please.

DA:- As above

**Dy. CE/DS Circle,  
PSPCL, Patiala.**

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# PUNJAB STATE POWER CORPORATION LIMITED

Office of the Chief Engineer, DS South Zone Patiala, Shed D-2, Shakti Vihar,  
Patiala-147001 (Punjab), Tel. 0175-2920114, Fax no. 0175-2211424  
Reg. Office: PSPCL Head Office, The Mall, Patiala (Punjab)  
E-mail: ce-ds-south@pspcl.in, Mob no., 96461-01200, 96461-01201

## (NOTICE INVITING E-TENDER)

|    |   |   |
|----|---|---|
| 1  | Tender Enquiry No.  | 01/CE/DS South Zone, Patiala/2024-25  |
| 2  | Short Description of Work   | To hire the 15 Nos. Vehicle (Hydraulic bucket lift with Driver Cum Operator) with working height 9 Mtr. through outsourcing for official use of Sub division/ Division under DS South Zone PSPCL Patiala  |
| 3  | Estimated Tender Cost   | Rs. 198.66 Lacs Approx. (With GST)  |
| 4  | EMD/PEMD  | <b>Earnest money @2% of estimated tender cost subject to a minimum of Rs 5000 and Maximum of Rs 10 Lakhs.</b><br>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 uploaded online for Earnest Money. |
| 5  | Tender document cost  | Rs. 2000/- + Rs. 360/- (GST), Total = Rs. 2360/- (Non-Refundable) <b>(To be deposited online)</b>   |
| 6  | Start date for downloading of Specification/tender documents from <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a> | 29.11.2024, 5:00 PM   |
| 7  | Last date for downloading of Specification/tender documents from <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a>  | 25.12.2024, 3:00 PM   |
| 8  | Last date for uploading for Tender documents, Tender documents fee and EMD/PEMD   | 25.12.2024, 5:00 PM   |
| 9  | Date for opening of tender cost, EMD  | 26.12.2024, 11:00 AM  |
| 10 | Date for opening of Techno-commercial bid   | 26.12.2024, 2:00 PM   |
| 11 | Date for opening of Price bid   | To be intimated via e mail  |

Note:- Detailed information regarding tenders can be downloaded from the website <https://eproc.punjab.gov.in>. It is informed that in case tender process is not completed due to any reason, no corrigendum will be published in newspapers. Details regarding corrigendum may be seen on Punjab Govt. website (<https://eproc.punjab.gov.in>).

**CE/DS ZONE (SOUTH),  
PSPCL, PATIALA**



# ਪੰਜਾਬ ਸਟੇਟ ਪਾਵਰ ਕਾਰਪੋਰੇਸ਼ਨ ਲਿਮਿਟਿਡ

ਦਫਤਰ: ਮੁੱਖ ਇੰਜੀਨੀਅਰ/ ਵੰਡ ਦੱਖਣ ਜ਼ੋਨ ਪਟਿਆਲਾ।

ਈ.ਮੇਲ ce-ds-south@pspcl.in ☎ 0175-2920114, 96461-01200

ਰਜਿ: ਦਫਤਰ: ਪੰ.ਰਾ:ਪਾ:ਕਾ:ਲਿਮ:, ਹੈਡ ਆਫਿਸ ਦੀ ਮਾਲ ਪਟਿਆਲਾ-147001

CIN Number : [U40109PB2010SGC033813](#) Website: [www.pspcl.in](#)

|     |   |  |
|-----|---|--|
| 1.  | ਟੈਂਡਰ ਇੰਨਕੁਆਰੀ ਨੰਬਰ   | 01/ਮੁੱਖ ਇੰਜ:./ਵੰਡ ਦੱਖਣ ਜ਼ੋਨ, ਪਟਿਆਲਾ/2024-25  |
| 2.  | ਕੰਮ ਦੀ ਕਿਸਮ   | ਵੰਡ ਜ਼ੋਨ ਦੱਖਣ ਪਟਿਆਲਾ ਅਧੀਨ ਪੈਂਦੇ ਮੰਡਲਾਂ ਵਿੱਚ 15 ਨੰਬਰ ਹਾਈਡਰੋਲਿਕ ਬਕੱਟ ਲਿਫਟ ਲੱਗੀਆ ਗੱਡੀਆਂ (ਸਮੇਤ ਡਰਾਇਵਰ ਕਮ ਓਪਰੇਟਰ ਦੇ ਬਾਹਰੀ ਵਸੀਲਿਆਂ ਰਾਹੀਂ ਕਿਰਾਏ ਤੇ ਲੈਣ ਸਬੰਧੀ।   |
| 3.  | ਅਨੁਮਾਨਤ ਲਾਗਤ  | 198.66 ਲੱਖ ਰੁਪਏ (with GST)   |
| 4.  | ਜਮਾਨਤੀ ਰਕਮ<br>(via e-payment gateway of GePNIC)                                 | ਕੁੱਲ ਲਾਗਤ ਦਾ 2% ਘੱਟੋ-ਘੱਟ 5000/- ਰੁਪਏ ਅਤੇ ਅਧਿਕਤਮ 10 ਲੱਖ ਰੁਪਏ।<br>ਜਨਤਕ ਅਧਾਰੇ ਜਿਹੜੇ ਰਾਜ ਸਰਕਾਰਾਂ/ਕੇਂਦਰ ਸਰਕਾਰਾਂ ਦੇ ਅਧੀਨ ਹਨ ਜਿਹਨਾਂ ਨੂੰ ਜਮਾਨਤੀ ਰਕਮ ਜਮ੍ਹਾਂ ਕਰਵਾਉਣ ਤੋਂ ਛੂਟ ਹੋਵੇ, ਸਬੂਤ ਵੱਜੋਂ ਸਰਟੀਫਿਕੇਟ ਆਨਲਾਈਨ ਅਪਲੋਡ ਕੀਤਾ ਜਾਵੇ। |
| 5.  | ਦਸਤਾਵੇਜ਼ਾਂ ਦੀ ਕੀਮਤ  | 2000/- ਰੁਪਏ + 360 ਰੁਪਏ (GST@ 18%) = 2360 ਰੁਪਏ<br>(ਨਾ ਵਾਪਸੀ ਯੋਗ) (To be deposited online)   |
| 6.  | ਸਪੈਸਿਫੀਕੇਸ਼ਨ ਡਾਊਨਲੋਡ ਸ਼ੁਰੂ ਕਰਨ ਦੀ ਮਿਤੀ  | 29.11.2024, 5:00 PM  |
| 7.  | ਸਪੈਸਿਫੀਕੇਸ਼ਨ ਡਾਊਨਲੋਡ ਕਰਨ ਦੀ ਆਖਰੀ ਮਿਤੀ ਤੇ ਸਮਾਂ                                   | 25.12.2024, 3:00 PM  |
| 8.  | ਸਪੈਸਿਫੀਕੇਸ਼ਨਾਂ, ਟੈਂਡਰ ਫੀਸ ਅਤੇ ਈ.ਐਮ.ਡੀ/ਪੀ.ਈ.ਐਮ.ਡੀ ਅਪਲੋਡ ਕਰਨ ਦੀ ਆਖਰੀ ਮਿਤੀ ਤੇ ਸਮਾਂ | 25.12.2024, 5:00 PM  |
| 9.  | ਟੈਂਡਰ ਫੀਸ ਅਤੇ ਈ.ਐਮ.ਡੀ/ਪੀ.ਈ.ਐਮ.ਡੀ ਖੋਲਣ ਦੀ ਮਿਤੀ ਅਤੇ ਸਮਾਂ                          | 26.12.2024, 11:00 AM   |
| 10. | ਟੈਕਨੋ ਕਮਰਸ਼ੀਅਲ ਬਿੱਡ ਖੋਲਣ ਦੀ ਮਿਤੀ ਅਤੇ ਸਮਾਂ                                       | 26.12.2024, 2:00 PM  |
| 11. | ਪ੍ਰਾਈਜ਼ ਬਿੱਡ ਖੋਲਣ ਦੀ ਮਿਤੀ ਅਤੇ ਸਮਾਂ  | ਈ-ਮੇਲ ਰਾਹੀਂ ਬਾਅਦ ਵਿੱਚ ਸੂਚਿਤ ਕੀਤਾ ਜਾਵੇਗਾ।   |

ਨੋਟ :- ਟੈਂਡਰ ਸਬੰਧੀ ਡਿਟੇਲਡ ਵੇਰਵੇ website <https://eproc.punjab.gov.in> ਵਿੱਚੋਂ ਡਾਊਨਲੋਡ ਕੀਤੇ ਜਾ ਸਕਦੇ ਹਨ। ਜੇਕਰ ਕਿਸੇ ਕਾਰਨ ਟੈਂਡਰ ਪ੍ਰੀਕਿਰਿਆ ਪੂਰੀ ਨਹੀਂ ਹੁੰਦੀ ਤਾਂ ਉਸ ਕੇਸ ਵਿੱਚ ਅਖਬਾਰਾਂ ਵਿੱਚ ਸੋਧ ਪ੍ਰਕਾਸ਼ਿਤ ਨਹੀਂ ਕਰਵਾਈ ਜਾਵੇਗੀ।

ਮੁੱਖ ਇੰਜ:./ਵੰਡ ਜ਼ੋਨ  
ਦੱਖਣ, ਪਟਿਆਲਾ।

## SECTION – I

### 1.1 CHECK LIST OF DOCUMENTS CONSISTING OF TENDER/OFFER.

BIDDER TO ENSURE THAT FOLLOWING DOCUMENTS ARE MANDATORILY UPLOADED WITH THE TENDER FOR IT TO BE COMPLETE: -

| Sr No. | Details  | To be uploaded with | Remarks         |
|--------|--|---------------------|-----------------|
| 1      | Cost of Specification  | Part-I              | Submit &        |
| 2      | Earnest money @2% of estimated tender cost subject to a minimum of Rs 5000 and Maximum of Rs 10 Lakhs.   | Part-I              | Submit & Upload |
| 3      | EPF & ESI Registration Certificate   | Part-II             | Upload          |
| 4      | Undertaking from the bidder that in case of award of contract to them, they shall furnish Labour License issued from Labour Dept. Or undertaking regarding Exemption of labour license before the commencement of work.          | Part-II             | Upload          |
| 5      | Copy of PAN Card.  | Part-II             | Upload          |
| 6      | GST Registration Certificate   | Part-II             | Upload          |
| 7      | Proof of Bank Solvency equal to 15% of estimated tender cost issued after 01-04-2024.  | Part-II             | Upload          |
| 8      | Duly audited Annual Financial Reports /Average Annual turnover equal to 15% of estimated tender cost in last three years i.e. 2020-21, 2021-22, 2022-23 certified by Chartered Accountant along with his UDIN number.            | Part-II             | Upload          |
| 9      | Affidavit regarding non defaulter of EPF, ESI, GST& Service Tax of last five years (or as applicable) & regarding Non-Blacklisting/Debarred of firm by any Govt./Semi Govt./PSU of India, duly attested by Executive Magistrate. | Part-II             | Upload          |
| 10     | Undertaking regarding Registration Under Building and Other Construction Worker Act 1996 under Section 7 & 12.   | Part-II             | Upload          |
| 11     | Income Tax Returns of firm as well as Directors/ Partners/ Proprietor of the firm for the latest 3 years.  | Part-II             | Upload          |
| 12     | Legally valid Authorization signed by Chairman & other Directors of the firm in case of Limited Companies & by all partners in case of partnership firms authorizing the signatory to sign the tender & deal with PSPCL.         | Part-II             | Upload          |

### 1.2 TERMS & CONDITIONS

1. All tender related documents are to be uploaded on website <https://eproc.punjab.gov.in> only. No hard copy will be accepted for processing the tender.
2. All bidders must submit cost of tender Specification and Earnest Money equal to the amount as prescribed in the tender documents except in the case of those bidders, who are specifically exempted **via e-payment gateway of GePNIC**.
3. Conditional tenders, telegraphic/ e-mailed/ tele-fax tenders, tenders not on prescribed form and tenders without earnest money shall not be accepted.
4. In case date of opening happens to be holiday, the tenders shall be opened on the next working day at the same time.
5. Tender shall remain valid for 120 days from the date of opening which can be further extended if required with same terms and conditions.
6. PSPCL reserves the right to reject any or all tenders without assigning any reasons. In case of any dispute, the decision of the Competent Authority shall be final.
7. Rates must be quoted in figures as well as in words.
8. The quantities mentioned in the tender specifications can be increased/ decreased as per requirement with the approval of PSPCL Competent Authority.

- 9 Bidders shall have to comply with all the rules and regulations under Factory Act, Industrial Dispute Act, ESI, EPF Act, Labour Laws, Bonus Act with latest amendments thereof.
10. Negotiations if required shall be carried out with L-1 Bidder.
11. The Bidders shall upload all the documents at the time of submission of bid:
  - (i) Copy of PAN CARD.
  - (ii) Proof of EPF Registration Certificate.
  - (iii) Undertaking regarding Registration Under Building and other construction worker Act 1996 under Section 7& 12
  - (iv) Undertaking from the bidder that in case of award of contract to them, they shall furnish Labour License issued from Labour Dept. Or undertaking regarding Exemption of labour license before the commencement of work.
  - (v) Proof of ESI Registration Certificate.
  - (vi) Proof of GST Registration Certificate.
  - (vii) Affidavit regarding Non-Defaulter of EPF, ESI, GST & Service Tax of last five years (or as applicable) & regarding non-Blacklisting/debarred of firm by any Govt./Semi Govt./PSU of India duly attested by Executive Magistrate.
  - (viii) Every bidder shall upload along with his tender, bank solvency certificate of amount not less than 15% of Estimated Tender Cost issued after 01-04-2024.
  - (ix) Duly audited Annual Financial Reports /Average Annual Turnover equal to 15% of Estimated tender cost in last three years i.e. 2020-21, 2021-22, 2022-23 certified by Chartered Accountant along with his UDIN number.
  - (x) Income Tax Returns of firm as well as Directors/ Partners/ Proprietor of the firm for the latest 3 years.
  - (xi) Legally valid Authorization signed by Chairman & other Directors of the firm in case of Limited Companies & by all partners in case of partnership firms authorizing the signatory to sign the tender & deal with PSPCL.
  - (xii) The contractor/executing agency itself will be fully responsible for any type of damage to the material or to the work due to accident or natural calamity.
  - (xiii) The bidders must convey unconditional acceptance to the PSPCL's terms and conditions, failing which their bid is liable to be rejected.
  - (xiv) Amount will be paid into the Bank account.
  - (xv) EMD and Tender fees will be paid only through online and net banking mode

**OTHER TERMS AND CONDITIONS: -**

1. All the terms and conditions specified in the NIT and in the different sections of the tender specification shall be applicable on the contractor and form the part of the contract agreement.
2. TDS (Income Tax) & TDS (GST) as applicable at the time of making payment will be deducted from the total value of the work done.
3. Security shall be deducted at the rate of 5% from each Running Bill. Earnest Money already deposited shall be adjusted against the security deposit.
4. Statutory deductions shall be made as per PSPCL/ Govt. instructions.
5. All legal proceedings relating to the work shall be in the territorial jurisdiction of Distt. Court Patiala.
6. The rates quoted by the contractor shall be inclusive of all taxes and charges etc. except GST.
7. No claim on account of fluctuations of prices due to war/ any other cases shall be accepted.
8. All drivers deployed by the contractor should not be less than 18 years of age and more than 60 years of age.
9. Any excess payment made to the contractor inadvertently or otherwise under this contract or on any account what-so-ever in respect of this contract or any other contract may be deducted from any sum what-so-ever payable by the PSPCL to the contractor either in respect of this contract or any other allotment letter of contract or on any other account and in any office of the PSPCL.
10. The contract agreement shall be signed on a non-judicial stamp paper worth Rs. 500/- (Cost of which will be borne by the contractor) within 7 days of the date of issue of allotment letter.

**CE/DS ZONE (SOUTH),  
PSPCL, PATIALA**

## SECTION II

### Instructions to Contractors

#### A. SCOPE OF WORK

The contractor shall provide vehicle make Bolero pickup, Tata Yodha, Mahindra or equivalent any reputed vehicle with Hydraulic bucket lift of platform working height 9 Meter, along with driver cum operator for official use of division/sub division PSPCL as per DETAIL PACKAGE The vehicle on which the Hydraulic bucket lift mounted must be compatible to hold the load of bucket lift. The vehicle shall be available for use single shift i.e. 9.00 AM to 5.00 PM in Division/Sub division PSPCL. The vehicle can also be utilized for other divisions if necessary.

1. Vehicles shall be available for use single shift i.e. 9.00 AM to 5.00 PM in division/ sub division for official duty of PSPCL. In emergent cases vehicle can be called at any time, due compensation of Time used shall be given next day or any other day as decided by the Xen in charge. No extra payment shall be made in this regard. Vehicle cannot be called more than four times for emergency in a particular month.
2. Road tax for the vehicle shall be paid regularly and kept updated by the service provider.
3. Expenses towards fuel, Mobil oil, service charges and other repairs and maintenance of 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.
4. Cost of vehicles 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 kilometers, if any, shall be paid by PSPCL.
5. 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.
6. Vehicles shall possess Valid Permit. No liability for the Inter State permit charges would be borne by PSPCL.
7. Toll Tax/Parking charges, etc. wherever paid, shall be reimbursed as per actual, subject to the production of its receipts.
8. 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.
9. Running charges beyond 1000 KM shall be Rs 9.64/- per KM.
10. Variation of 8 paise for vehicles, for every Rs. 1/- variation in diesel cost, taking the base rate of diesel (Rs 86.76) shall be applicable on actual kilometers run, effective from the 1<sup>st</sup> day of the subsequent month.
11. The SP will have to commence the operations within the stipulated mobilization period. The mobilization period will be 40 days from the date of issue of LOI or 30 days from the date of issue of work order (whichever is earlier).
12. 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.
13. 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.
14. Maximum upto 4 days off in a month shall be allowed including for service and upkeep of 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. Vehicle 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 otherwise penalty @ Rs 5000/- per day shall be charged.
15. Service provider shall ensure mobile facility to the driver at its own cost.
16. Log book should be maintained by the service provider
17. All the entries of each journey like date, Place ('from' as well '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.
18. GST shall be payable by the service provider and service receiver as per the instructions issued by the Central Govt. from time to time.
  19. In case services of service provider are not satisfactory on any account, the contract can be terminated by giving 30 days notice. Contractor may exit the contract by giving 30 days notice in advance.
  20. 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.
  21. Work order shall be initially for a period of one year and the same shall be extendable on year-to-year basis with mutual consent of both the parties i.e PSPCL & service provider for a further period of three years, subject to the performance of the Vehicle/ Service Provider. Hence the maximum period for which a vehicle can be hired is 4 years. After a period of 4 years, a new tender need to be floated.
  22. 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.

**B. DETAIL OF PACKAGE OF N.I.T**

| <b>SR. NO.</b>       | <b>NAME OF DIVISION</b>                                  | <b>NO. OF VEHICLE</b> |
|----------------------|--|-----------------------|
| 1                    | DS DIVISION WEST PATIALA                                 | 1                     |
| 2                    | DS DIVISION RAJPURA                                      | 1                     |
| 3                    | DS DIVISION SAMANA                                       | 1                     |
| 4                    | DS DIVISION NABHA  | 1                     |
| 5                    | DS DIVISION SUB-URBAN PATIALA                            | 1                     |
| 6                    | DS DIVISION EAST PATIALA                                 | 1                     |
| 7                    | DS DIVISION SANGRUR                                      | 1                     |
| 8                    | DS DIVISION SUNAM  | 1                     |
| 9                    | DS DIVISION DHURI  | 1                     |
| 10                   | DS DIVISION CITY BARNALA & DS DIVISION SUB-URBAN BARNALA | 1                     |
| 11                   | DS DIVISION MALERKOTLA                                   | 1                     |
| 12                   | DS DIVISION ROPAR  | 1                     |
| 13                   | DS DIVISION SHRI ANANDPUR SAHIB                          | 1                     |
| 14                   | DS DIVISION KHARAR                                       | 1                     |
| 15                   | DS DIVISION SAMRALA                                      | 1                     |
| <b>TOTAL VEHICLE</b> |  | <b>15</b>             |

**1) Language of Offer**

The Offer prepared by the bidders and all correspondence and documents relating to the Offer, exchanged by the Bidders and the Owner, shall be written in the English language.

**2) Taxes and Duties**

2.1 The rates allowed for vehicle are inclusive of all applicable taxes except GST which as applicable shall be paid extra. Any tax is levied by the Govt. after the acceptance of this offer have any additional burden, shall be paid extra by the PSPCL on actual basis. The successful contractor after completion of every month shall give a certificate that GST charged from PSPCL has been paid to the concerned authorities.

2.2 As regard the Income Tax, surcharge on Income Tax and other taxes including tax deduction at source, the Contractor firm shall be responsible for such payment to the concerned authorities.



**3) Offer Validity**

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

**4) Format of Offer**

The offers shall be submitted in Three parts i.e. Part-I consisting of EMD and Cost of documents, Part-II consisting of Techno Commercial part and Part III consisting of Price bid.

**5) Clarification of Offers.**

To assist in the examination, evaluation and comparison of Offers, PSPCL may at its discretion, ask the bidder for a clarification of its Offer. The request for clarification and the response shall be in writing and no change in the price or substance of the Offer shall be sought, offered or permitted.

**6) Examination of Offers.**

6.1 The owner will examine the offers to determine whether these are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Offers are generally in order.

6.2 The price furnished (unit price & total price) for various price schedules should be consistent with each other. In the case of any inconsistency in the unit price and total price for any item; the unit price will be considered for the purpose of examination & comparison of offers. If there is any inconsistency in furnished price in words and figures, the amount quoted in words will be considered for the purpose of examination & comparison of offers, but the Owner shall be entitled to rectify arithmetic error by considering the lowest of the two for awarding the contract if the contractor otherwise also happens to be the lowest contractor.

**7) Contacting the Owner**

Offers shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award / rejection is made by the PSPCL to the bidders. While the Offers are under consideration, Bidders and/or his representatives or the interested parties are advised to refrain from contacting by any means, the Owner and/or his employees/representative on matter related to the Offers under consideration. The Owner, if necessary, will obtain clarifications on the Offers by requesting for such information from any or all the Bidders, in writing Bidders will not be permitted to change the substance of the Offers after the Tender have been opened. Any effort by a Bidder to influence the purchaser in any way may result in rejection of the Bidder's Offer.

**8) Award Criteria**

8.1 The PSPCL can award the Contract Division/ sub division wise to the Bidder/ Bidders whose offer has been determined to be substantially responsive and the Bidder determined to be qualified to perform the contract satisfactorily as decided by Competent Authority of PSPCL.

8.2 Further, the PSPCL reserves the right to award separate Contracts to two or more parties in line with the terms and conditions specified in the accompanying Technical specifications.

**NOTE:** - In case there are more no. of eligible bidders, the work shall be allotted on the basis of technical merit and no commercial bidding/ discounts shall be accepted. Competent Authority shall be competent to allot the work on the basis of technical merit or (divide the work among the eligible contractors) and to judge the technical merit.

**9) Owner's right to accept any Offer and to reject any or all Offers**

The Owner reserves the right to accept or reject any Offer, and to annul the whole process and reject all Offers at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders on the grounds for the Owner's action.

**10) Notification of Award (Issue of LOI)**

- 10.1 Prior to the expiration of the period of Offer validity and extended validity period, if any, the Owner will notify the successful Bidder in writing by registered letter or by email or Fax, to be confirmed in writing by registered letter, that his Offer has been accepted.
- 10.2 The notification of award will constitute the formation of the Contract.

**11) Signing of Contract**

- 11.1 At the same time as the Owner notifies the successful Contractor that its Offer has been accepted the Owner will send the Bidder the Contract Form incorporating all agreements between the parties.
- 11.2 Within seven (7) days of the Notification of the Award the successful Bidder shall sign and date the Contract and return it to the Owner. In case the successful Bidder fails to submit the Contract Agreements duly signed within 7 days from the date of issue of L.O.I., no payment will not be released till the contractor submits the Contract Agreement.
- 11.3 The final Contract Agreements shall be signed within 7 days from the date, firm submits the final Contract Agreements in all respects.

**12) Quantity Variation**

The Owner reserves the right to increase or decrease the Contract value or the quantity of Offer and services specified without any change in the unit price or other terms and conditions during the execution of the Contract depending upon the final route plan/actual execution required. The quantities of individual items may, therefore, vary as per the final route plan and route profile of the line. The payment shall be made on actual basis for the work executed and services rendered. The actual quantities will be worked out sub-works wise by Concerned A.S.E/ Sr. Xen DS. The quantity variation may be to any extent.  
Variations

**13) Currency and Rates of Exchange.**

All payments shall be made in Indian Rupees only.

**14) Inspection of Vehicle.**

Concerned ASE/Sr Xen shall inspect the vehicle before start the job that specifications of the vehicle are as per DNIT/Work Order.

## SECTION-III/ Part-I

### GENERAL TERMS AND CONDITIONS

#### TENDERING & CONTRACT AGREEMENT

##### 1.1 SUBMISSION OF OFFERS:

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

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

- ii) The offers must be complete in all respects.
- iii) **Offers shall be submitted only online.**
- iv) Conditional Tenders through e mail, telegraphic through telex fax offers, hard copy, offers not on prescribed Forms or offers without earnest money and cost of tender specification in the required shape shall not be accepted.

THREE PART OFFERS: - The Tender shall be submitted in three parts i.e. Part-I, Part-II & Part III

- i) PART-I: EARNEST MONEY OFFER AND TENDER DOCUMENT COST
- ii) PART-II: TECHNICAL Bid/Commercial Bid
- iii) PART-III: Offered Price Bid.

Any other documents required to be submitted along with the offers as per the specification, shall also be submitted in this part.

Firstly, the Part-I (Earnest Money) **and tender document cost** shall be opened and if earnest money **and tender document cost** is found to be as per the requirements of the specification, only then the Part-II ("Technical/Commercial offer") shall be opened. The offers without earnest money shall be out rightly rejected.

After opening Part-II of the bid (Technical/Commercial), the same will be evaluated by PSPCL.

- v) The Part-III of the offers (Price Offer) shall be opened in case of only those Bidders who's Part-I Earnest money and tender document cost & Part Two Technical Bid is found to be in line with PSPCL specifications. Date and Time for opening of Price Bid shall be intimated later on.
- vi) Bids must be accompanied by the bid Earnest Money & tender cost as specified in the bid document. Bids must be uploaded in three parts online on or before scheduled date/ time and will be opened as per schedule, in the presence of representative of the qualifying bidders who choose to attend. If the office happens to be closed on the date of receipt/opening of bids as specified, the bids will be opened on the next working day at the same time and same venue.

##### 1.2 OFFERS TO BE INVALIDATED: -

The offers must be complete in all respects; Conditional, incomplete or not properly sealed offers and offers received (Part-I) late due to any reason whatsoever will be rejected.

##### 1.3 EARNEST MONEY:

- 1 The offers shall be required to submit (via e-payment gateway of GePNIC) earnest money @2% subject to a minimum of Rs 5000 and Maximum of Rs 10 Lakhs of estimated tender cost.

- 2 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 uploading online.
- 3 Earnest money shall be forfeited in case of withdrawal/modification of an offer within validity period, as required in the NIT/Offer Specification after opening of offer.
- 4 In case; of offers not accepted, the earnest money shall be refunded within 30 days of the award of order/contract to the successful contractor or after the expiry of additional/period whichever is later.

#### **1.4 POST OFFER MODIFICATIONS**

No modification to the offer shall be made by the Bidder after opening of the offers unless specifically requested by PSPCL. The earnest money of any Bidder who modifies his offer 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 dealing/blacklisting.

#### **1.5 RIGHT TO REJECT ALL OR ANY OFFER:**

The PSPCL officer inviting Tenders /Contracting Agency/PSPCL reserves the right to reject any or all the offers/without assigning any reasons. He will not be responsible for and will not pay for expenses or losses that may be incurred by bidder in preparation and submission of the offer.

#### **1.6 VALIDITY OF OFFERS:**

The offers as submitted should be valid for acceptance for a period of at least **120 days** from the date of opening of tender, unless specified otherwise.

#### **1.7 SOLVENCY CERTIFICATE:**

Every Bidder shall produce along with his bid a Bank Solvency certificate from a scheduled bank of value equal to 15% of estimated tender cost issued after 01-04-2024. If he fails to produce such a certificate, his bid shall not be considered.

#### **1.8 SIGNING OF CONTRACT:**

In the event of offer being accepted an intimation shall be given to the contractor, who shall thereupon attend office of Accepting Officer to sign copies of the Specification and other documents and to execute the contract agreement within specified dates of the issue of such intimation failing which acceptance of his offer shall be cancelled and his earnest money will be forfeited.

## **SECTION-III/ Part-II**

### **2.1 WORK ON SUNDAYS/GAZETTED HOLIDAYS:**

As most of the work has to be carried out in the planned shutdowns and work permits so it will be required to carry out some work on Sundays and holidays and in odd hours especially in crowded markets/ busy roads but the sanction in writing of the Sr. Executive Engineer will be required. Nothing extra will be payable on a/c of working on Sundays and Gazetted holidays/ night shifts etc.

### **2.2 CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENTS OR TRANSFER OR SUB LETTING OF CONTRACT:**

The Accepting officer, without prejudice to any other right or remedy, which shall accrue thereafter to PSPCL, shall cancel the contract in any of the following case:

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

OR

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

OR

- c) Make an arrangement with or assignment in favour of his creditors, or agree to carry out the contract under a Committee of inspection or his creditors:

OR

- d) Suffers an execution being levied or his good works or property and allows it to be continued for a period of 21 days.

OR

- e) Assign, transfer, Sublet or attempts to assign, transfer or sublet any portion of the work.

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

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

In case the PSPCL completes the work under the provisions of this condition, the cost of such completion to be taken into account in determining the excess cost to be charged to the contractor under this condition shall consist of the cost of materials purchased and/or labour provided by the

PSPCL with an addition of such percentage to cover the superintendent and establishment charges as may be decided by the Engineer-in-charge whose decision shall be final and conclusive.

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

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

### **2.3 CHANGE IN CONSTITUTION OF FIRM AND ADDRESS:**

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

### **2.4 TERMINATION OF CONTRACT ON DEATH:**

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

### **2.5 SPECIAL POWERS OF DETERMINATION:**

If at any time after the acceptance of the offer, PSPCL shall for any reason what so ever not required the whole or any part of the work, to be carried out, the Engineer shall give notice in writing to the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequences of the foreclosing of the work. He shall be paid at contract rates, for the full amount of the work executed including such additional works, e.g. clearing of site etc. as may be rendered necessary by the said foreclosing. He shall also be allowed a reasonable payment (as decided by the Accepting officer) for any expenses sustained on account of labour and materials collected but which could not be utilized on the work, as verified by the Engineer-in-charge. The contractor shall not have any claim for compensation on account of any alterations having been made in the original specifications, drawing, designs, and instructions, involving any curtailment of the work as originally contemplated.

## **SECTION –III/Part-III**

### **PERFORMANCE OF THE CONTRACT & PAYMENTS**

#### **3.1 SECURITY DEPOSIT**

The person whose offer shall be accepted (hereinafter called the contractor) shall permit owner/Engineer at the time of making any payment to him for works done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to 5% (five percent) of gross value of work done. Such deductions are to be held by owner/engineer-in charge by way of Security Deposit all compensation or other sums of money payable by contractor to the owner/Engineer under the terms of this contract may be deducted from or paid by the sale of sufficient part of security deposit or from any sums which may due or may become due to the contractor by owner/Engineer on any account what-so-ever and in the event of his security deposit being reduced by reasons of any such deduction or sale as a foresaid, the contractor shall within 10 days thereafter make good in cash any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof.

#### **Refund of Security Deposit**

Security deposit shall be refunded to the contractor after the 6 months of the issue of final completion certificate of the contract. No interest shall be payable to the contractor on the amount of security deposit. The security deposit is to be deducted on the gross amount of running bill.

The earnest money deposited at the time of offer will be treated as part of the security deposit. In case of PEMD full security deposit will be deducted from the bill.

#### **3.2 ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED:**

- a) In any case in which under any clause or clauses of the contract, the contractor shall have rendered himself liable to pay compensation amounting to whole of his security deposit (whether paid in lump-sum or deducted by installment or in case of abandonment of the work owing to serious illness or death of contractor or any other cause, the engineer-in-charge on behalf of the PSPCL shall have power to adopt any of the following courses as he may deem best suited to the interest of the PSPCL:
  - i) To rescind the contract (of which rescission notice of 15 days in writing to the contractor under the signature of Engineer-in-charge shall be conclusive evidence) and in that case the security deposit of contractor shall stand forfeited and be absolutely at the disposal of the PSPCL.
  - ii) The employ labour paid by the PSPCL, to supply materials to carry out the works, or any part of the works debiting the contractor with the cost of labour and the price of the material (as to the correctness of which cost and price, the certificate of the Sr. Executive Engineer shall be final and conclusive against the contractor) and crediting him with value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of the contract and in that case the certificate of Sr. Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.
  - iii)
    - a) To order that the work of the contractor be measured up and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sums which would have been paid to the original contractor if the whole work had been executed by him (as to the amount of which excess expenses, the certificate in writing of the Sr. Executive Engineer shall be final conclusive) shall be borne and shall be paid by the original contractor and shall be deducted

from any money due to him by the PSPCL under the contract or otherwise or from his security deposit or the sale proceeds thereof or a sufficient part thereof.

In the event of the above course being adopted by the Engineer-in-charge the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements, made any advance on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any works thereof actually performed by him under the contract unless and until Sr. Executive Engineer have certified in writing performance of such work and the amount payable to him in respect thereof and he only be entitled to be paid the amount as certified.

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

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

**FORFEITURE OF SECURITY DEPOSIT:** In the event of default on the part of Contractor in the faithful execution, the security deposit shall be forfeited by an order of the Contracting Agency under intimation to other SEs/CEs and other agencies of PSPCL. In the case of field SR XENs an order of forfeiture of Security Deposit shall be issued by them provided they are Contracting Agency; under intimation to their SEs, who in turn shall circulate the same to other SEs, CEs and other agencies of PSPCL.

The forfeiture of Security deposit shall be without prejudice to any other rights arising or accruing to the PSPCL under relevant provisions of the contract like penalty/damages for delay in delivery or risk execution of work including suspension of business dealings with PSPCL for a specific period.

### **3.3 BLACKLISTING OF FIRMS**

The authority next higher to the competent authority shall decide the question of blacklisting any firm or debarring any firm from business dealings. For instance, for cases decided by CPC/PPC/Purchase Committee (General), the competency to blacklist the firm lies with the WTDs. However, for cases decided by WTDs the competency to blacklist the firm shall be with the WTDs only.



### **3.4 FORCE MAJEURE:**

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

### **3.5 ALL COMPENSATION/ PENALTY PAYABLE TO BE CONSIDERED REASONABLE:**

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

### **3.6 PAYMENTS:**

- a) The contractor shall submit bill on the printed forms in the office of the concerned Addl.SE/Sr. XEN, and charges in the bills shall always be entered at the rates specified in the Work Order.
- b) A bill shall be submitted by the contractor each month on or before the date fixed by the Addl.SE/Sr. XEN concerned

### **3.7 MODE OF PAYMENT**

Usual procedure as per PSPCL for payment to the contractor as per PSPCL instruction shall be followed. However, before payment, Logbook of the vehicle shall be verified by the official/JE in charge and checking the same by concerned Divisional Supdt. All monthly payments pertaining to vehicle shall be made by respective DS Divisions.

During execution of work, under un-foreseen circumstances, some dispute may crop up or may need some clarifications on any issue, the same shall be reviewed by the Chief Engineer/South PSPCL Patiala and his decision shall be final and binding for all intents and purposes.

### **3.8 ARBITRATION CLAUSE:**

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

- a) Upon every or any such reference, the cost of and incidental to the reference and award respectively shall be in discretion of the Sole Arbitrator so appointed who may determine the amount thereof or direct the same to be taxed as between solicitor and client or as between party and party and shall direct by whom and to whom and in what manner the same is to be borne and paid.
- b) The work under the contract shall be continued during the arbitration proceedings and no payment due or payable by the purchaser/PSPCL shall be withheld on account of such proceedings.

**3.9 RECISION OF CONTRACT:**

- a) Makes default in commencing the work within a reasonable time from the date of issue of work order and continue in that state after a reasonable notice from Engineer-in-charge. In the opinion of the Engineer-in-Charge at any time, whether before or after the date or extended date for completion, make default in proceeding with the work, with due diligence and continue in that state after a notice of seven days from Engineer-in-Charge.
- b) Fails to comply with any of the terms & conditions of the contract or after 7 days' notice in writing with orders properly issued there under. Fails to complete the work, work order and items of work on individual dates for completion and clears the site on or before the date of completion or fails to achieve the progress as set out in the contract.
- c) If contractor commits breach of any terms/conditions envisaged in the contract. Any bribe, gratuity, gift, loan, perquisite, records or advantage, pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer, person in the employment of PSPCL in any way relating to his office or if any such officer or person of PSPCL shall become in any way directly or indirectly interested in the contract.
- d) In such case the PSPCL may notwithstanding any previous waiver, after giving 10 days' notice in writing to contractor, terminate the contract and the security deposit of the contractor shall thereupon stand forfeited and in addition the contractor shall not be entitled to recover or be paid for work theretofore actually performed under the contract and further, PSPCL may enter upon and take possession of the works and all plant, tool, scaffolding, sheds, machinery etc. and materials lying upon premises or the adjoining lands or roads and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works and contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other person or persons employed for completing the finishing of using the material and plant for the works, when the work shall be completed or as soon thereafter as convenient, Engineer shall give a notice in writing to contractor to remove his surplus materials and plant and should fails to do so within a period of 14 days from issue of the notice by him, PSPCL may sell the same by public auction. The amount so realized shall be adjusted against any money due to the PSPCL by the contractor.
- e) In case the PSPCL intends to foreclose the contract before the completion of the job due to any reason then the Engineer-in-charge shall serve 30 days clear notice to the contractor. The work completed up to date of issue of the notice shall be measured jointly, un-utilized materials supplied by the PSPCL shall be returned to the store at issue rate including storage charges. The contractor shall be compensated for un-utilized material procured by him on the original rate of purchase duly supported by the bills or the market prevailing rate whichever is more. No compensation will be payable for the material/T&P brought to site after the issue of the notice. The contractor shall not be entitled for any other claim whatsoever on this account.
- f) If contractor shall assign or transfer the contract or any part thereof, of any share, or interest therein to any other person.

**3.10 JURISDICTION:**

Jurisdiction for filing any suit in case of any dispute shall be the Courts at Patiala Punjab.

**3.11 NEGOTIATION:**

No negotiation affecting prizes or basic features of NIT/Specification shall be conducted with contractors after opening of offers except under specific orders of accepting authority after the reasons to be recorded.

**3.12 INTERPRETATION**

If any time, any question arises relating to the interpretation of these specifications, it shall be referred to the CE/DS Zone (South), PSPCL, Patiala. whose decision on the point shall be final.

## **SECTION-III/ Part-IV**

### **FAIR WAGE CLAUSES & LABOUR REGULATIONS**

#### **4.1.0 FAIR WAGES:**

- 4.1.1 The contractor shall pay not less than fair wage to labour engaged by him on the work. Fair wage means wage whether for time or piece work notified from time to time for the work and where such wages have not been so notified the wages prescribed by the Punjab Government, PWD/PSPCL for District in which the work is done.
- 4.1.2 The contractor shall not withstand the provisions of any agreement to the contrary, cause to be paid fair wage of labourer's indirectly engaged by him on the work in claiming any labour engaged by his contractor in connection with the said work as if the labourer's had been directly employed by him.
- 4.1.3 In respect of all labour directly or indirectly employed on the works for the performance of the Contractor's part of the agreement the Contractor shall comply with or cause to be complied with the Punjab Govt. Contractor's labour Regulations made by the Government from time to time in regard to payment of wages, wage period, deductions from wage and other terms of employment of inspection and submission of periodical returns and all other matters of like nature.
- 4.1.4 The concerned ASE/Sr. XEN DS Division shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good of non-fulfillment of conditions of the Contract from the benefits of the works. Non-payment of wages or decisions made from him or their wages which are not justified by the terms of the Contractors or for observance of the regulations
- 4.1.5 Vis-à-vis Punjab Govt./PSPCL. The Contractor shall be primarily liable for all payments to be made under and for the observance of the regulations without prejudice to his right to claim indemnity for his Sub-Contractor.
- 4.1.6 No labour below the age of 18 years and more than 60 years shall be employed on the work.
- 4.1.7 It will be the responsibility of the Contractor to ensure that trees in the camp site and in the vicinity, there fruit etc. are not damaged by his labour or agent. Cost of such damage, if any, shall be assessed at the discretion of the Sr. Executive Engineer and deducted from the bill of the contractor.

#### **4.2.0 CAMPS & CONVENIENCES:**

- 4.2.1.1 Suitable temporary hutting, accommodation as in the opinion of the concerned Sr. Executive Engineer may be necessary, outside the premises of the PSPCL's land. The Contractor shall not put up any unauthorized canteens or tea shops on PSPCL's property without the knowledge and prior approval of the Sr. Executive Engineer in writing.
- 4.2.2 Trenches, Latrines, bathing enclosures and platform separately for men and women and their regular cleanliness to the satisfaction of the Medical Officer In- charge of the area.
- 4.2.3 Clean drinking water to be provided by the Contractor.

#### **4.3.0 MONTHLY RETURN REGARDING WAGES:**

The Contractor shall be required to submit to Labour Welfare Officer/Sr. Executive Engineer, on the tenth of every month a return on the prescribed form for the payment of wages under the fair wage clause. This failure of the Contractor to do so shall be considered as breach of the Contract and will be dealt with as such.

#### **4.4.0 CONTRACTOR'S LABOUR REGULATIONS:**

4.4.1 **DEFINITIONS:** In these regulations unless otherwise expressly indicated the following works and expressions shall have the meaning hereby assigned to them respectively, that is to say:

- a) Labour means workers as employed by PSPCL/Public Works Department by the Contractor directly or indirectly through a Sub-Contractor/or other person or any agent on his behalf.
- b) 'Contractor' shall include every person whether a Sub-Contractor or headman or agent, employing labour on the work taken on contract.
- c) 'Wage' shall have the same meaning as defined in the payment of wages Act, 1936 and includes time and piecework rate wages.

#### **4.4.2 DISPLAY OF NOTICES REGARDING WAGES ETC.**

The Contractor shall before the commences his work on contract display and correctly maintain and continue to display and correctly maintain in a clean and legible conditions in conspicuous places on the work notice in English and the local Indian Languages spoken by the majority of the workers, giving the particulars of wages and other alike matter as required under regulations.

#### **4.4.3 PAYMENT OF WAGES:**

- a) Wages due to every worker shall be paid to him directly.
- b) All wages be paid in bank account.
- c) The Contractor shall fix the wage periods in respect of which the wages shall be payable.
- d) No wage period shall exceed one month
- e) Wages of every workmen employed on the Contract shall be paid before expiry of the day after the last day of the wage period in respect of which the wages are payable.
- f) When the employment of any worker is terminated by or on behalf of the Contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
- g) All payment of wages shall be made on a working day.
- h) Wage register and wage card etc.:

The Contractor shall maintain a wage register of workers, in such form as may be convenient, but the same shall include the following particulars.

- i) Rate of daily or monthly wages.
- ii) Nature of work on which employed.
- iii) Total amount payable for the work during each wage period.
- iv) Total numbers of days worked during each wage period.
- v) All deductions made from the wages with an indication in each case on the ground for which the deduction is made.
- vi) Wages actually paid for each wage period.
- vii) The Contractor shall also maintain a wage card for each worker employed on the work.
- viii) The authority competent to accept the Contract may grant an exemption from the maintenance of wage register and wage cards, to a Contractor who in his opinion may not directly or indirectly employ more than one hundred persons on the work.

#### 4.4.4 **FINES AND DEDUCTION WHICH MAY BE MADE FROM WAGE:**

The wages of a worker shall be paid to him without any deduction of any kind except the following: -

- a) Fines
- b) Deductions for absence from duty i.e. from the place or places where by the terms of his employment he is required to work. The amount of the deductions shall be in proportion to the period for which he was absent.
- c) Deduction for damages to or loss of goods expressly entrusted to the employed persons for custody or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect or default.
- d) Any other deduction, which the PSPCL may from time to time allow.
- e) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing causes against such fines or deductions.
- f) The total number of fines, which may be imposed in one wage period on a worker, shall not exceed three percent of the wages payable to him in respect of that wage period.
- g) No fines imposed on any worker shall be recovered from him by installments, or after the expiry of 60 days from the date of which it was imposed.

#### 4.4.5 **REGISTER OF FINES ETC:**

- a) The Contractor shall maintain a register of fines and of all deductions for damages or loss. Such register shall mention the reason for which fine was imposed or deduction for damage or loss was made.
- b) The Contractor shall maintain a list in English, Hindi and in the local Indian Language clearly defining acts and conditions for which penalty or fine can be imposed. He shall

display such list and maintain it in a clean and legible condition in conspicuous places on the work.

**4.4.6 PRESERVATION OF REGISTERS:**

The wage register, the wage card and the register of fines, deduction required to be maintained under these regulations shall be preserved for 12 months after the date of last entry made in them.

**4.4.7 POWER OF LABOUR WELFARE OFFICE TO MAKE INVESTIGATION OF ENQUIRY:**

Authority of the Punjab Government in their behalf shall have power to make enquiries with a view of ascertaining and enforcing due and proper observance of the wage clauses and the provision for regulation. He shall investigate into any complaint regarding any fault made by the Contractor or by the Sub-Contractor in regard to such provision.

**4.4.8 REPORT OF LABOUR WELFARE OFFICER:**

The Labour Welfare Officer or any other person authorized aforesaid shall submit a report of the results of investigation or enquiry to the Sr. Executive Engineer concerned indicating the extent if any, to which the fault has been committed and the amount of the recoveries in respect of the cost of commission and omission of the labourer, with a note that necessary deduction from the contractor's bill be made and the wages and other deductions paid to the laborers concerned.

**4.4.9 APPEAL AGAINST THE REMISSION OF LABOUR WELFARE OFFICER:**

Any person aggrieved by the decision and recommendation of the Labour Welfare Officer or their person so authorized may appeal against such decision to the Labour Commissioner but subject to such appeal the decision of the officer shall be final and binding upon the contractor

**4.4.10 INSPECTION OF REGISTERS AND CARDS:**

The Contractor shall allow inspecting of the registers and cards to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Labour Welfare Officer or any other officer authorized by the Punjab Government on its behalf.

**4.4.11 SUBMISSION OF RETURNS:**

The Contractor shall submit periodical returns as may be specified from time to time.

**4.4.12 AMENDMENTS:**

The Punjab Government may from time to time, add to or amend these regulations and on any question so as to effect applications interpretations of these regulations. The decision of the Labour Commissioner to the Punjab Government or any other person authorized by the Punjab Govt. in that behalf shall be final.

**4.5 INTOXICANTS:**

Contractor shall not permit or suffer the introduction or the use of intoxicant upon the works embraced in his contract or upon any of the ground occupied or controlled by him.

**4.6 E.P.F.**

The contractor will submit to PSPCL, the EPF clearance certificate from the Regional Provident Fund Commissioner authorities from time to time. The final bill and security of the

contracting agency will be released only after the contracting agency will supply the final clearance for the project from the Regional Provident Fund Commissioner authorities.

**4.7 CO-ORDINATION WITH OTHER AGENCIES:**

During the course of contractor's work, other works either by the PSPCL or by other contractor or by both simultaneously will be in progress with in the project area. Contractor is to make his best effort to work in harmony with others in the best overall interest of the project and its speedy construction and comply with Engineers instructions in making alternative arrangements at any time for maintaining the work scheduled at no extra cost of PSPCL.

**4.8 ASSIGNMENT OR TRANSFER OF CONTRACT:**

The contractor shall not assign or transfer the Contract or any part thereof, any share, or interest there in to any other person.

**4.9 COMPLIANCE TO REGULATIONS AND BY LAWS:**

The contractor shall confirm to the provision of any statute relating to the work and regulations and bye-laws of any local authority and of any Central/State Department or Undertakings with whose system the work is prepared to be connected. He shall, before making any variation from the drawings or the specifications that may be necessitated for such connections, give the Engineer-in-charge notice, specifying the variation proposed to be made and reasons therefore and shall not carry out any such variation until he has received instructions from the Engineer-in charge in respect thereof, the contractor shall be bound to give notice required by Statute Regulations or Bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

**4.10 GST**

The contractor will be fully responsible to pay the GST applicable from time to time. The payment of next monthly bill of the contractor shall be processed after receipt of payment of GST of previous month bill by the contractor to the concerned department.

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## SECTION IV

### TECHNICAL SPECIFICATIONS

1. The type of vehicle should be Bolero, Tata Yodha, Mahindra, Isuzu or equivalent any reputed vehicle with Hydraulic Sky bucket lift of working height 9 Mtr. from ground (with driver cum operator).

#### **Boom:**

- 1 Boom structure shall fit on chassis such a way that complete boom on the load of the boom lies on body of chassis.
- 2 All hoses & electrical system shall pass inside of metallic arm for keeping all part safe.
- 3 Boom and articulating arm function shall be controlled with a single handle control and shall be operated through hand to move the lever physically for movement of boom.
- 4 The design of Aerial Platform should be that during travel there should be no rear overhang beyond the load body or any overhang on the driver's cabin.

#### **Control:**

- 1 Boom and articulating arm functions shall be controlled with a single handle control.
- 2 Control shall be operated through hand to move the lever physically for the movement of boom. Unit shall have full pressure upper and lower control and equipped with backup alarm.
- 3 Operation shall be jerk free.
- 4 Load holding valves shall be provided in case of hose failure.
- 5 Hydraulic oil tank shall be provided with protection cover.
- 6 Removable pressure gauge should be there.

#### **Bucket:**

- 1 Bucket size 1.20 x 0.7 x 1.10 meter and should be insulated to work on HT with Capacity of 250 KG.
- 2 Bucket levelling control shall be available at ground.
- 3 It should have provision of the safety belt of person inside the Bucket.
- 4 Bucket should have two weather proof working lights of 60 Wt, and 230 V power socket (outdoor type) should be on Bucket for operation of electric tools.
- 5 Emergency Stop.
- 6 Bucket rotation control shall be lever type with lift up lock out dead man device to allow single hand operation.

#### **Stabilizer:**

- 1 Stabilizer to boom interlocks i.e. booms cannot be operated unless Stabilizer are deployed.
- 2 Stability of the unit shall be provided by four numbers outriggers.
- 3 Operation of stabilizers shall be operated independently. Hydraulic activated 2 Nos of outriggers with flat shoes shall be attached to the frame of chassis at rear of body and shall be equipped with audible alarm when in motion.
- 4 Vehicle must be Emergency hand pump to enable stowing of equipment in case of hydraulic pump/engine failure.
- 5 Turntable Rotation 360 degree is provided by hydraulic powered slew rams, a rack and pinion arrangement.
- 6 Unit shall be equipped with Diagnostic Pressure Test Quick and equipped with backup alarm
- 7 Nonslip decking with shock proof side rails to provide maximum protection and best possible excess to equipment.

8. For safety purpose inter locking is to be provided between stabilizers and boom & fail-safe device shall be provided to prevent the unit from free falling.
9. Hydraulic sky lift Vehicle must be compatible for earthing
10. Hydraulic sky lift Vehicle must be approved from RTA.
11. The Model of the vehicle should be 2024.
12. Only Commercial Vehicle with yellow number plate, entry in Registration Certificate should be hired. If the contractor does not supply yellow number plate for the vehicle, then his security will be forfeited and he will be black listed.
13. 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 responsibility of the service provider.
14. Road tax for the vehicle shall be paid regularly and kept update by the SP.
15. Service Provider shall have valid pollution certificate for the vehicles and the same should be available with the driver to be produced on demand.
16. The service Provider shall obtain the passing/fitness certificate and update Registration of vehicle from the concerned authority at his own cost.
17. 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. Expenses towards Mobile oil, service charges and other repair / maintenance shall be borne by service providers.
18. Service Provider shall also ensure that the driver possess valid driving license. Validity of Driver's license and fitness of driver should be ensured from time to time.
19. Vehicle shall possess valid permit.

**NOTE:** Machine/hydraulic sky lift installed on vehicle must be manufactured from a reputed manufacturer like as Ensolindia, Palfinger, Maniars & Company etc. The vehicle on which the Hydraulic bucket lift mounted must be compatible to hold the load of bucket lift.

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(ANNEXURE-I)

**Techno-Commercial Bid (Annexure-I(A) to Annexure-I(F))**

**ANNEXURE-A**

**a) General Information**

|  |  |
|--|--|
| Name and Address of the Firm   |  |
| Head Office Address  |  |
| Contact Persons<br>(With Telephone Nos. Office & Residence)  |  |
| Fax No.  |  |
| E-Mail   |  |
| Year of incorporation  |  |
| Offer Validity (Min 120 days)  |  |
| Earnest money @2% of estimated tender cost subject to a minimum of Rs 5000 and Maximum of Rs. 10.00 Lacs   |  |
| Valid EPF&ESI Registration Certificate   |  |
| Undertaking from the bidder that in case of award of contract to them, they shall furnish Labour License issued from Labour Dept. Or undertaking regarding Exemption of labour license before the commencement of work.  |  |
| Copy of PAN Card.  |  |
| GST Registration Certificate   |  |
| Proof of Bank Solvency equal to 15% of estimated tender cost issued after 01-04-2024.  |  |
| Duly audited annual financial reports /average annual turnover equal to 15% of estimated tender cost in last three years i.e. 2020-21,2021-22,2022-23 certified by Chartered Accountant along with his UDIN number.      |  |
| Undertaking regarding Registration Under Building and Other Construction Worker Act 1996 under Section 7& 12.  |  |
| Income Tax Returns of firm as well as Directors/ Partners/ Proprietor of the firm for the latest 3 years.  |  |
| Legally valid Authorization signed by Chairman & other Directors of the firm in case of Limited Companies & by all partners in case of partnership firms authorizing the signatory to sign the tender & deal with PSPCL. |  |
| Price Bid duly filled up complete in all respects.   |  |

**Note:**

- 1 Relevant supporting document must be uploaded on website <https://eproc.punjab.gov.in> Detailed information regarding Tenders can be downloaded from the website <https://eproc.punjab.gov.in>
- 2 It is informed that in case tender process is not completed due to any reason, no corrigendum will be published in newspapers. Details regarding corrigendum may be seen on official, PSPCL Website. [www.pspcl.in](http://www.pspcl.in).
- 3 If any documents uploaded by the bidders s found bogus/fake at any later stage, action will be taken against such firm as per rules and regulations of PSPCL.
- 4 If any document remains un-uploaded by the bidder, no such document will be accepted later on at any cost. Only such documents uploaded by the Bidders will be accepted on the basis of which evaluation of bidders be accounted for.

**Date:**

**Place:**

**SIGNATURE OF BIDDERS**

**NAME:**

**Designation and Seal:**

**ABSTRACT OF TERMS AND CONDITIONS**

(To be filled online)

1. Earnest Money Deposit
  - a. Contractor Draft details
  - b. Proof of deposit of cash, if deposited
2. Validity (120 days)
3. Terms of Payments  
whether agreeable to PSPCL's terms Yes / No
4. Schedule date of Completion  
whether agreeable to PSPCL's terms Yes / No
5. Guarantee  
whether agreeable to PSPCL's terms Yes / No
6. Penalty  
whether agreeable to PSPCL's terms Yes / No
7. Whether agreed to technical specifications /  
scope / objective of work Yes / No

**DATE:** (SIGNATURE OF AUTHORIZED REPRESENTATIVE)

**PLACE:**

**NAME:**

**DESIGNATION & SEAL:**

**AFFIDAVIT**

I, ..... S/o Sh. .... R/o  
H.No....., do hereby  
solemnly affirm and declare on oath as under: -

1. That I am permanent resident of above given address.
2. That the firm had not been defaulter in respect of deposition of Service Tax, EPF, ESIC, GST etc. to the concerned department for the workers deployed against work orders placed by PSPCL on it during the last five years. In any case the responsibility for deposition of GST, Service Tax, EPF, ESIC of the workers engaged by the firm shall lie with the firm only. In case the firm is found defaulter at any stage in this regards the contract shall be cancelled/Terminated without any notice.
3. That nothing is due towards our A/c No..... of EPF. The firm has cleared all the EPF dues upto-date.
4. That the firm M/s..... is not Blacklisted/Debarred by any Government/Semi Government/Public Sector/PSPCL.
5. That my above given statement is true and correct.

DEPONENT

VERIFICATION:

Verified that the contents of my above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Place:

Date:

DEPONENT

**UNDERTAKING**

I, .....Shall furnished/uploaded the registration certificate of the firm under section 7 of the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996.

I,..... also undertake that I shall comply with the section 12 of the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 by registering all the workers to be engaged for the work as per the act before the commencement of work.

**GOODS AND SERVICES TAX**

**PSPCL is registered centrally in the state of Punjab under GSTIN: 03AAFCP5120Q1ZC**

- Certified that the transaction on which GST is claimed has been/shall be included in the return submitted/to be submitted under GST law and the amount claimed from PSPCL has been deposited/shall be deposited with GST authorities.
- Certified that the supplies on which GST has been charged have not been exempted under GST Act or rule made there under and that GST charged on these supplies is not more than what is payable under the provisions of relevant act.
- Certified that we shall indemnify the PSPCL, in case, it is found at a later stage that wrong or incorrect payment has been received on account of GST, the same will be refunded.
- Certified that we registered under GST Act our registration no is:  
\_\_\_\_\_
- Further any loss due to non-availability of ITC of 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 contractor shall be recoverable from them.

**Signature of Contractor  
Or  
Authorized representative of the firm.**

(ANNEXURE-II)

**SCHEDULE OF PRICES (PRICE BID)**

| S. No. | Description of Work   | Units | Quantity (per month) | Rate per unit (Rs.) | Total Amount (Rs.) |
|--------|---|-------|----------------------|---------------------|--------------------|
| A      | B   | C     | D                    | E                   | F = D x E          |
| 1      | Fixed Charges for 1 month (Vehicle with Hydraulic Bucket sky lift working height 9 Mtr. including driver cum operator) for Single shift (1000 kms included) | Nos.  | 1                    | _____               | _____              |
| 2      | Rate per km (For additional journey beyond 1000 kms)  |       |                      | _____               | _____              |
| 3      | <b>Total in Rs. (1+2):</b>  |       |                      |                     | _____              |
| 4      | <b>GST@ ____ %</b>  |       |                      |                     | _____              |
| 5      | <b>TOTAL MONTHLY CHARGES in Rs. (3+4):</b>  |       |                      |                     | _____              |

**Note:**

1. L-1 bidder shall be evaluated on the basis of monthly Fixed charges as per serial No 1 of above table. However, rates can be negotiated with L-1 bidder, if necessary.
2. The above prices must be inclusive of driver hiring and maintenance of vehicle.

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**ANNEXURE-III**

**CONTRACT AGREEMENT FORM**

(To be entered on a Non-Judicial Stamped Paper of Rs. 500/- Only)

This contract agreement made this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ between the Punjab State Power Corporation Ltd., here-in-after called Purchaser and M/s. \_\_\_\_\_ have their Registered office/ works at \_\_\_\_\_ here-in-after called contractor for \_\_\_\_\_ in accordance with NIT No. \_\_\_\_\_ due on \_\_\_\_\_ and contractor's proposal No. \_\_\_\_\_ dated \_\_\_\_\_.

This is in confirmation of the advance acceptances notified in the owner's letter No. \_\_\_\_\_ dated \_\_\_\_\_ wherein the Owner has accepted the proposal of the \_\_\_\_\_ as per Work Order No. \_\_\_\_\_ dated \_\_\_\_\_.

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

The NIT/Tender specification the contractors Proposal and related correspondence and the Work Orders acknowledged/accepted by the contractor from part of this agreement.

This agreement contains .....Pages.

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

Contractor

Owner