



**Punjab State Power Corporation Limited**

Regd. Office:- Pseb Head Office , The Mall , Patiala 147001

Corporation Identity Number(CIN):- U4019pb2010sgc033813 Web Site:- [www.pspcl.in](http://www.pspcl.in)

(Office:- Senior Executive Engineer, MHC O&M Division, PSPCL Talwara)

Mobile No.: 96461-19299 Email-Id: [xentalwara118@gmail.com](mailto:xentalwara118@gmail.com)

## **TENDER DOCUMENT**

### **FOR**


### **Hiring of One Mahindra Bolero/TUV300/Xylo or equivalent vehicle along with driver for Sr. Xen. MHC O&M Division, PSPCL Talwara**

  
Senior Executive Engineer,  
MHC O&M Division,  
PSPCL, Talwara

**MAIN INDEX**

**Hiring of One Mahindra Bolero/TUV300/Xylo or equivalent vehicle along with driver for Sr. Xen. MHC O&M Division, PSPCL Talwara**

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### Tender Notice

**Subject:- Hiring of One Mahindra Bolero/TUV300/Xylo or equivalent vehicle along with driver for Sr. Xen. MHC O&M Division, PSPCL Talwara**

Sealed Tenders are invited for the following works from the Transporters/ Tour operators/ firms etc. with permanent EPF Account No. issued by the EPF authorities and GST number as per PSPCL tender's specifications.

Sr No	Description of work	Estimated Cost for one Year	Enquiry No./year	Last date & time of Receipt of Tenders	Date & Time of Opening of Tender	Cost of Tender specifications	Earnest Money	Completion Period
1	2	3	4	5	6	7	8	
1	Hiring of One Mahindra Bolero/TUV300/Xylo or equivalent vehicle along with driver for Sr. Xen. MHC O&M Division, PSPCL Talwara for 1200km/month	Rs. <b>4,76,280/-</b> inclusive of GST@5% at <b>diesel</b> base rate Rs. <b>90.25/l</b> , Petrol Rate <b>Rs.98.46/l</b> and CNG @ <b>87.58/Kg</b> .	1/MHC/2024-25	Date: <b>01/07/2024</b> 11:00 Hrs	Date: <b>03/07/2024</b> 15:00 Hrs	Rs. <b>1180/-</b>	Rs. <b>9530 /-</b>	Initially, vehicles shall be hired for a period of <b>one year</b> and the same shall be extendable on year to year basis for a further period of three years, on the satisfactory performance of the Vehicle/ Service Provider subject to condition that the vehicle can be continue in the department upto the 7 years of its life

A set of tender documents(non-transferable) can be obtained from this office on any working up to **01/07/2024** against payment of cost of specification by non- refundable cash/cheque/demand draft drawn in favour of Senior Executive Engineer, MHC O&M Division, PSPCL Talwara. Tenders of the firms which do not purchase the tender documents in advance shall not be opened.

All tenders must be accompanied by Earnest Money at the rates prescribed in the tender documents except in the case of those Tenders who are specifically exempted there under. Tenders received telegraphically through Telex or through Fax shall not be accepted.

  
 Senior Executive Engineer,  
 MHC O&M Division,  
 PSPCL, Talwara


DA: Annexure-I

CC:

1. Superintending Engineer, SPK PH Circle, PSPCL Hajipur
2. Accounts Officer (P), MHP, PSPCL, MHP, Talwara.
3. Notice Board.

**GENERAL INSTRUCTIONS TO BE OBSERVED BY TENDERS:**

1. The following instructions must be carefully observed by all tenders. Quotations/tenders not strictly in accordance with these instructions will be liable to be rejected;
  - (i) The tender must be complete in all respects. The following points should carefully be studied in order to ensure submission of a complete and comprehensive tender. Failure to comply with any of these instructions or to offer brief comparison of the tender as a whole impossible and may lead to rejection of another-wise competitively lowest offer.
  - (ii) Tender shall be submitted in duplicate and all copies shall be separately tagged and clearly marked as 'Original' 'Duplicate's.
  - (iii) Telegraphic quotations will not be accepted.
  - (iv) The tender shall be sent in two separate envelopes. The envelope containing deposit of Earnest Money and the other containing the main tender in duplicate/quadruplicate as the case may be. While opening the tenders the envelope containing Earnest Money shall be opened first and in case the deposit of Earnest Money is in accordance with the terms of Notice Inviting Tender only then the second envelope containing the tender shall be opened.
2. The officer inviting tenders, contracting / Corporation (herein after referred to a executing agency) reserves all the rights to modify the schedule of requirements, technical particulars and the specifications at any time and to place the order as a whole or in parts and to reject any or all the tenders received without assigning reasons He will not be responsible for and will not pay for expenses or losses that may be incurred by Tenderer in the preparation of the tenders.
3. Quotations/Tenders shall be enclosed in double covers both addressed to Senior Executive Engineer, MHC O&M Division, PSPCL Talwara District: Hoshiarpur-144216. Both (inner& out) covers shall be sealed and superscribed with Tender No. as given at the right hand top corner of the inquiry or in the Tender Notice together with the date on which the tender is due and the items of material covered.
4. Quotations/Tenders shall be received in the office of Senior Executive Engineer, MHC O&M Division, PSPCL Talwara District: Hoshiarpur-144216 up to 11:00 Hrs on the due date given in the tender notice and shall be opened in the same office thereafter at 15:00 Hrs in the presence of Tenders or their Agents who may like to be present. In case the due date of receiving/opening tenders happens to be a holiday, tenders shall be received and opened at same place and same time on the next working day.
5. The tenderers shall attach self attested copies of the same with application as under:
  - i. Proof of PAN/TAN
  - ii. Proof of GST registration.
  - iii. Affidavit/undertaking attested by the appropriate authority stating that contractor/ firm is not blacklisted by any Govt. / Semi Govt. Deptt.
  - iv. Affidavit or undertaking to the effect that Firm/transporter/tenderer is not bankrupt.
  - v. Permanent EPF Account number issued by the EPFO authorities.
6. The onus of responsibility in case of death or injury to the labour/ worker during the currency of work or at the time of execution of work will fully lie with the contractor / executive agency. PSPCL will bear no claim/ responsibility in this regard whatsoever.
7. Tenderers must keep their offers valid for **120 days** for acceptance and can be extended thereafter.
8. Negotiations, if required, shall not be held excepting with the lowest tenderer.
9. All legal proceedings in connection with this purchase Order / Contract shall be subjected to the territorial Jurisdiction of the local Civil Courts at Mukerian only.
10. Rates shall be quoted for both vehicles. Rates quoted for single vehicle shall not be accepted and the comparsion of rates shall be done vehiclewise.
11. Tenders received after due date and time shall not be entertained.
12. In case the date of opening of tenders happens to be a holiday, the tenders will be received and opened on the next working day at the same time.
13. If any submitted document by tenderers is found fake EMD will be forfeited.

  
Senior Executive Engineer,  
MHC O&M Division,  
PSPCL, Talwara

## **OTHER TERMS & CONDITIONS/SPECIFICATIONS**

1. **EARNEST MONEY:** The tenders shall be required to deposit Earnest Money of **Rs.9530/-** in the shape of PSPCL Cash Receipt/Demand Draft in favour of Senior Executive Engineer, MHC O&M Division, PSPCL Talwara District: Hoshiarpur-144216 payable at Punjab National Bank, Talwara in a separate sealed cover except in the following cases:-
  - I. Public Sector Undertakings fully owned by Punjab Government/Central Government/Other State Govt.
  - II. Firms/Contractors having permanent Earnest Money Deposit for the requisite amount with Punjab State Power Corporation Limited.
  - III. Earnest money shall be forfeited in case of with-draw/modification of an offer within the validity period, as required in the NIT/Tender specification.
  - IV. In case of successful tenderer, Earnest Money shall be converted as Security Deposit
2. **TENDER TO BE INVALIDATED:** The tender must be complete in all respects. Conditional, incomplete or not properly sealed tenders and tenders received late due to any reason whatsoever will be rejected.
3. **SIGNING OF TENDERS:** Tenders shall be signed by the owner or person holding Power of Attorney by him to do so. Necessary documents in support thereof should be enclosed with tender at the time of submission, failing which tender may not be considered.
4. **TENDER TO CONFORM TO SPECIFICATION:** Tender which proposes any alteration in the work specified in the tender specification or in time allowed for carry out work or which contains any other terms and conditions of any sort will be liable to rejection.
5. **RATES TO INCLUDE EVERY THING NECESSARY:** Prices & rates quoted shall include cost of all services and charges for Labour etc. Quoted rates shall take into account all the above and everything else necessary and such quoted rates shall remain firm for the entire duration of the contract. Bidders shall note that later claims on account of non-inclusion of some or any necessary item in his quoted rates will not be entertained under any circumstances. Price variation clause is not applicable.
6. **PRICE VARIATION:-** **No price variation is allowed in this case and where the tenderer does not specify whether the prices are firm or variable then their prices would be treated as firm.**
7. **ALL CUTTINGS/ CORRECTIONS TO BE INITIALED:-** Each page of the tender document including the schedule of quantity and drawings be signed and dated by tenderer in ink as a token of his having examined the same. Any correction in the rates quoted in the schedule of quantities shall also be signed with date by tenderer before submitting the tender. 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.
8. **RIGHT TO REJECT ALL OR ANY TENDER:** The officer inviting Tenders 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.
9. **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 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.
10. **SIGNING OF CONTRACT:-** In the event of tender being accepted an intimation shall be given to the contractor who shall thereupon attend office of Accepting Officer to sign copies of the specifications and other documents and to execute the contract agreement within specified dates of the issue of such intimation failing which acceptance of his tender shall be cancelled and his earnest money will be forfeited.
11. **TERMINATION OF CONTRACT ON DEATH:-** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Accepting officer shall have the option of terminating the contract without compensation to the contractor.
12. **SECURITY DEPOSIT:-** The person whose tender 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 be due or may become due to the contractor by owner/engineer or any account whatsoever and in the event of his security deposit being reduced by reasons of any such deduction or sale as aforesaid, the contractor shall within TEN 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 the security deposit shall be refunded to the contractor after the expiry of defects liability period which is **six months** from the date of issue of completion certificate or payment of final bill whichever is later. 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.

A) The Earnest Money deposited at the time of tender shall be converted into Security Deposit. The Security Deposit will be deducted from the running bills at the rate of 5% of the gross value of the work done from time to time after taking into account the EMD converted as security. No interest shall be payable to the contractors on the amount of security deposit.

**B) REFUND OF SECURITY DEPOSIT:**

- i) On faithful execution of contract in all respect the security deposit of the contractor shall be refunded after the expiry of warranty/defect liability period which is six months.
- ii) Engineer-in-charge (SDO up to Rs. 10 Lacs of the contract value and Sr. Xen for works costing more than Rs. 10 Lacs) shall issue the certificate for site clearance.
- iii) Provisional completion certificate shall be issued within 30 days of the completion of the work. A copy of the certificate shall be sent to Technical Audit Organization. On receipt of the report from Technical Audit after making recovery/rectification of the defects pointed out, construction Organization will issue final completion certificate.
- iv) On receipt of provisional completion certificate the post construction technical check/audit shall be carried out within defect liability period.

**C) 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 SE's, CEs and Secretary Board. 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 SE's who in turn shall circulate the same to other SEs, CEs and Secretary Board.

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

Any amount due against the Contractor shall be recoverable from pending amount of the concerned Work order or any other Purchase order/Work Order/Contract of the firm with PSPCL. If no payment of the firm is pending with PSPCL against any other Purchase Order/Work Order/Contract then the same shall be deducted from any Security/EMD or PMED lying with PSPCL. In case, the total amount of EMD, PMED, Security of all Purchase Order/Work Order/Contract is less than the recoverable amount, action shall be taken by PSPCL as admissible under the law e.g. filing of recovery suit & lodging of FIR etc. Moreover the performance of the firm regarding the same shall be given due importance while placing future order on such firm.

**D) 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 be rendered himself liable to pay compensation amounting to whole of his security deposit (whether paid in lump sum or deducted by instalment). 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 Corporation shall have power to adopt any of the following courses as he may deem best suited to the interest of the Corporation:-

- i) To rescind the contract (of which rescission notice of 15 days in writing to the contractor under signature of the Engineer In-charge shall be conclusive evidence) and in that case, the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Corporation.
- ii) To employ labour paid by the Corporation, to supply materials to carry out the works, or any part of the work debiting the contractor with the cost of the labour and the price of the material (as to the correctness of which cost and price, the certificate of the Senior Executive Engineer shall be final and conclusive against the contractor) and crediting him with the 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 the Sr. Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.
- iii) To order that the work of the contractor be measured up and to take such part thereof shall be unexecuted out of his hands and to give it to another contractor to complete it in which case any expense 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 corporation 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 courses 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 work thereof actually performed by him under the contract unless and until the 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 exercisable 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 any 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 and stores, in or upon the work or site thereof or 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 be notice in writing to the contractor or any of his authorised agent require him to remove such tools, plants, materials or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, Sr. Executive Engineer, may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor or 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 or any sale shall be final and conclusive against the contractor.

13. **FORCE MAJEURE:-** If at any time during the continuous 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 other acts of God, strikes & lock-outs ( thereafter referred to as eventualities) then, provided notice of the happening any such eventuality is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reasons of such eventuality be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delayed performance and construction of work under this contract shall be resumed as soon as practicable after such eventuality ceased. Appropriate extension in time of completion shall be granted.
14. **TERMS & CONDITIONS/SPECIFICATIONS REGARDING VEHICLE REQUIRED:**
- 14.1 The work order for out-sourcing of vehicles, for the vehicles not more than **5 years old**, shall be initially for a period of **one year** and the same shall be extendable on **year to year** basis for a further period of **three years**, on the satisfactory performance of the Vehicle/ Service Provider subject to condition that the vehicle can be continue in the department upto the 7 years of its life. Hence the maximum period for which a vehicle can be hired is **4 years**. After a period of 4 years, a new tender shall be floated.
- 14.1. Only Commercial Vehicle with yellow number plate, entry in Registration Certificate shall be hired. No Corporation employee or his family member/relative can participate in the tendering process. In case of any violation, the contract shall be cancelled and such employee shall be liable for disciplinary action. If the contractor does not supply yellow number plate vehicle then his security will be forfeited and he will be black listed.
- 14.2. Vehicles shall be available for use round the clock, for utilization at our offices in Punjab, Chandigarh, Delhi and also for deputing to the neighboring States of Haryana, Himachal Pradesh, Rajasthan and J&K.
- 14.3. The vehicle shall be insured comprehensively, including insurance for driver and passengers, during the period of engagement with PSPCL. Insurance premium shall be paid by the service provider. In case of any eventuality, lodging insurance claims with the insurance company shall be the responsibility of the service provider'.
- 14.4. Road tax for the vehicle shall be paid regularly and kept updated by the service provider.
- 14.5. Service Provider shall have valid pollution certificate for the vehicles and the same should be available with the driver to be produced on demand.
- 14.6. The service Provider shall obtain the passing/ fitness certificate and update Registration of vehicle from the concerned authority at his own cost.
- 14.7. Expenses towards fuel, Mobil oil, service charges and other repairs and maintenance of vehicles shall be borne by the Service Provider and the vehicles shall always be kept in good running condition. In case of breakdown of vehicle, alternate vehicle shall be made promptly available by the service provider.
- 14.8. Cost of vehicle's registration, insurance, service/repair, road tax, salary/emoluments/allowances of the driver or any other charges will be borne by the service provider. Only Fixed amount and variable charges for extra running kilometers, if any, shall be paid by PSPCL.
- 14.9. 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.
- 14.10. Vehicles shall possess valid permit. No liability for the Inter -state permit charges would be borne by PSPCL.
- 14.11. Toll Tax/Parking charges, etc. wherever paid, shall be reimbursed as per actual, subject to the production of its receipts.
- 14.12. 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.



- 14.13. The service provider shall provide a reliable spare tyre, tools, spares and consumables, with every vehicle, in order to attend to minor repairs while traveling.
- 14.14. Service Provider shall also ensure that the Drivers possess valid driving license. Validity of Driver's license and fitness of driver should be ensured from time to time.
- 14.15. The driver shall be punctual, 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.
- 14.16. 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.
- 14.17. Maximum up to **4 days off** in a month shall be allowed including for service and upkeep of the vehicle, without any deduction of payment, provided the vehicle has been regularly in use prior to the service. This would be permitted on prior intimation to the concerned officer/office. Service shall be planned on Saturday/Sunday or public holidays. In case of non-availability of vehicle due to breakdown/ servicing on any working day, alternate vehicle shall be provided by the service provider.
- 14.18. In case of non-deputing of vehicle on receipt of requisition from the requisitioning officer or delay in sending the vehicle, a **penalty of Rs.1000/- per default** shall be leviable.
- 14.19. Service provider shall ensure mobile facility to the driver at its own cost.
- 14.20. Log book should be maintained by the service provider.
- 14.21. All the entries of each journey like date, place (from, as well as to), Time of departure & arrival, Initial final Kilometers readings along with KMs run, Purpose (along with additional details required in case of transportation of store material), Signatures of official/officer performing journey (along with his designation) etc. should invariably be made in the vehicle's log book.
- 14.22. It shall be the responsibility of the officer-in-charge of the vehicle to ensure timely payment to the service provider, not later than 30 days after submission of bill by the service provider.
- 14.23. Payment shall be made by cheque on monthly basis on the basis of Log Book, duly certified by the concerned officer. No advance payment on any account shall be made.
- 14.24. Variation of **05 Paisa for cars and 08 paisa** for other vehicles, for every **Rs. 1/-** variation in diesel cost, taking the base rate of **Diesel @ 90.25 per ltr, petrol @ 98.46/l and CNG @ 87.58/Kg** shall be applicable on actual kilometers run, effective from the 1st day of the subsequent month.
- 14.25. GST shall be payable by the service provider and service receiver as per the instructions issued by the Central Govt. from time to time.
- 14.26. In case services of service provider are not satisfactory on any account, the contract can be **terminated by giving 15 days, notice**.
- 14.27. If at any time any question, dispute or difference, what so-ever, shall arise between the Vendor and PSPCL, upon or in relation to, or in connection with the order/contract, he may go for arbitration as per Arbitration clause contained in Works Regulations 1997, as amended from time to time.
- 14.28. In case of lockdown or any other such type of situation, the rate of extra Kilometers will be charged (recovered) for less Kilometers run from the monthly Minimum Kilometers.
- 14.29. Outstation Night halting charges from **10.00 pm to 06.00 am** shall be **Rs. 300/-**.
- 14.30. In 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.
- 14.31. The vehicle shall solely be used for P.S.P.C.L's works during entire contract period.
- 14.32. The vehicles are required around the clock for attending emergency /maintenance works /Breakdowns and shall be stationed at their respective Head-Quarters as directed by officer-incharge.
- 14.33. Each and every facility available in the vehicle shall be provided by contractor to PSPCL during period of contract.

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

14.35. The seats will be well cushioned and should have the fine, neat and clean seat covers and vehicle shall have floor mats.

**14.36. USE OF VEHICLES FOR PRIVATE JOURNEY :**

- i) Private Journey to officers to whom the out-sourced vehicles have been provided, shall be allowed at the per KM rate of variable KMs.
- ii) During private Journey all other financial charges shall be borne by the officer/user'

15. **RATES:** Contactor will quote Monthly fixed charges for fixed KMs and per KM Charges as detailed below:

15.1. Fixed charges for hiring of **One no. Mahindra Bolero/TUV 300/Xylo or Equivalent for Sr. Xen. O&M, PH-1&2, MHP PSPCL, Talwara upto 1000 KMs** and Per KM charges beyond **1000 Kms** for each vehicle during the month.

15.2. Fixed charges for hiring of One no. Mahindra Bolero or Equivalent for ACSO PESCO Security upto 800 KMs and Per KM charges beyond 800 Kms for each vehicle during the month.

15.3. Charges for increase/decrease the rate of diesel by 05 Paisa for cars and 08 paisa for other vehicles for every Rs. 1/- variation in diesel cost, taking the base rate of Diesel @ 90.25/l, Petrol @ 98.46/l and CNG @ 87.58/Kg shall be applicable on actual kilometers run, effective from the 1st day of the subsequent month.

15.4. Rates quoted should be firm and inclusive of all taxes, duties, levies etc. (excluding GST) and GST shall be paid extra by PSPCL as applicable during contract period. Any increase during the period of contract in taxes, levies etc. shall be borne by PSPCL. Rates should be quoted as per Price Quoting Performa attached herewith. The rates should be quoted in both words and figures.

16. **PERIOD OF CONTRACT:**

16.1. Initially, vehicles shall be hired for a period of one year and the same shall be extendable on year to year basis for a further period of three years, on the satisfactory performance of the Vehicle/ Service Provider subject to condition that the vehicle can be continue in the department upto the 7 years of its life

16.2. The maximum period for which a vehicle can be hired is 4 years and at the time of hiring the vehicles shall not be more than 5 years old.

16.3. Commencement of contract period shall be considered from the date of signing of agreement alongwith availability of vehicle or 30 days from the date of issue of work order, whichever is earliest.

16.4. The contract can be terminated by PSPCL by giving 15 days notice at any time during the contract period. Decision of PSPCL will be final and binding on the contractor in this regard.

17. **PAYMENT:**


17.1. The payment shall be made on monthly basis on the presentation of the bills along with Log Book duly verified and approved by the concerned officer in the succeeding month by Resident Engineer, MPH, PSPCL, Talwara through Cheque/NEFT/RTGS as applicable.

17.2. The Kilometer run, from the point of departure of vehicle for maintenance/repairs, the time it runs and rejoins the duties, shall not be considered for billing.

17.3. Income tax and other taxes, charges shall be deducted as per prevailing rates while clearing the bills for payment.

18. EPF applicable in respect of drivers engaged by the tenderer will be borne and deposited by the owner of the vehicle.

19. Non-compliance of agreement shall invite forfeiture of the earnest money of the tenderer so deposited with the PSPCL.
20. Earnest money deposit of unsuccessful tenders will be refunded as per rules after finalizing the tenders.
21. No interest will be paid on the earnest money or security deposit.
22. The successful contractor will have to execute an Agreement with PSPCL on non-judicial stamp paper worth Rs.15/- for faithful execution of the work as per Terms & Conditions of the Work Allotment Order.
23. All regulations of Works Regulations 1997 of PSEB/PSPCL shall be applicable in this tender and during the executions of work.
24. **ARBITRATION:**
  - (i) If at any time any question, dispute or difference what so ever shall arise between PSPCL and contractor, upon or in relation to or connection with contract either party may forthwith give to the other notice in writing of the existence of such question, dispute or difference and same shall be referred for sole arbitration of a nominee of the PSPCL who shall give a reasoned /a speaking award. The award of the sole arbitrator shall be final and binding on the contractor under the provisions of the Indian Arbitration Act 1996 and of rules their under. Any statutory amendments, modification or re-enactment thereof for the same time being enforce shall be deemed to apply and be incorporated in contract. It will not be objectionable if sole arbitrator is an officer of PSPCL and he has expressed his views on all or any of the matter in question or dispute or difference.
  - (ii) Upon every or any such references, the cost of and incidental to the reference and award respectively shall be in the discretion of the sole arbitrator so appointed who may determine the amount thereof or direct the same to be taxed as between solicitor and the client or as between party and party and shall direct by whom and to whom and in what manner the same is to be borne and paid.
  - (iii) The work under the contract shall be continued during the arbitration proceedings and no payment due or payable by the purchaser/Corporation shall be withheld on account of such proceedings.

  
Senior Executive Engineer,  
MHC O&M Division,  
PSPCL, Talwara

Price Schedule Performa

Sr No.	Description of job	Qty.	SAC Code	Rates of vehicle for Sr. Xen. O&M PH-1&2 MHP, PSPCL, Talwara.		Total amount per month without GST(Rs.)	GST in %	GST Amount (Rs.)	Total Amount per month Rs.(11+9)
				Fixed Rate including 1000 KMs(Rs.)	Rates per KM for variable KMs above 1000KMs (Rs.)				
1	2	3	4	5	6	9	10	11	12
1	Hiring of One Mahindra Bolero/TUV300/Xylo or equivalent vehicle along with driver for Sr. Xen. MHC O&M Division, PSPCL, Talwara.	1							

Note: 1. The rate shall be quoted considering base Diesel Rate **Rs. 90.25/l**, Petrol Rate **Rs.98.46/l** and CNG @**87.58/Kg**.

2.Charges for increase/decrease the rate of diesel by **05 Paisa for cars** and **08 paisa** for other vehicles for every **Rs. 1/-** variation in diesel cost, taking the base rate of **Diesel Rs. 90.25/l**, **Petrol Rate Rs.98.46/l** and **CNG @87.58/Kg**. as the base price to be admissble to the contractor.

Contractor Sign with Seal/Stamp

**CONTRACT AGREEMENT FORM**

This contract agreement made this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ between the PUNJAB STATE POWER CORPORATION LIMITED here in after called “Purchasers” and M/S \_\_\_\_\_ having their Regd. Office at \_\_\_\_\_ here in after called “Contractor” for the \_\_\_\_\_, in accordance with Tender Enquiry No \_\_\_\_\_ dated \_\_\_\_\_ and contractor’s proposal No \_\_\_\_\_ dated \_\_\_\_\_.

This is in confirmation of the advance acceptances notified in the Purchaser letter no \_\_\_\_\_ where the Purchaser has accepted the proposal of the contractor for \_\_\_\_\_ as per work order no \_\_\_\_\_.

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 Contractor’s proposal and related correspondence and the Work Order acknowledged / accepted by the contractor form part of this agreement.

The agreement contains \_\_\_\_\_ pages.

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

CONTRACTOR

PURCHASER