



Punjab State Power Corporation Limited

(Regd. Office: PSEB Head Office, The Mall, Patiala)

Corporate Identity Number: U40109PB2010SGC033813/Website:

www.pspcl.in

(Contact number 96461 25300)

OPEN TENDER ENQUIRY No.07/RSD/O&M/2025-26

Dy. CE/O&M Circle, PSPCL, RSD, Shahpurkandi invites open tenders for Hiring/ Outsourcing of 2 no. buses (one no. 52 seater bus & 1 no. 32 seater bus) along with drivers & helpers for RSD PSPCL, Shahpurkandi. Detailed NIT and Tender Specifications may be collected from office of Dy. CE/O&M Circle, PSPCL, RSD, Shahpurkandi from 20/02/2026 onwards.

Note: Corrigendum and addendum, if any will be published online at <https://pspcl.in>.

Dy. CE/O&M Circle
PSPCL, RSD, Shahpurkandi



Punjab State Power Corporation Limited

ਰਜਿਸਟਰਡ ਆਫਿਸ ਪੰ:ਸ:ਪਾ:ਕਾ:ਲਿਮ: ਹੈੱਡਆਫਿਸ ਦੀ ਮਾਲ ਪਟਿਆਲਾ 147001,
ਕਾਰਪੋਰੇਟ ਆਈ.ਡੀ.(CIN) ਨੰ: U40109PB2010SGC033813 ਵੈਬ ਸਾਈਟ: www.pspcl.in
(Contact number 96461 25300)
ਉਪਨ ਟੈਂਡਰ ਇੰਨਕੁਆਰੀ ਨੰ:07/ਆਰ.ਐਸ.ਡੀ/ਓਤੇਐਮ/2025-26

ਉਪ ਮੁੱਖ ਇੰਜੀ:ਓਤੇਐਮ ਹਲਕਾ, ਪੰ:ਰਾ:ਪਾ:ਕਾ:ਲਿਮ, ਰ:ਸ:ਡੈਮ, ਸ਼ਾਹਪੁਰਕੰਡੀ ਵਲੋਂ ਰਣਜੀਤ ਸਾਗਰ ਪਾਵਰ ਪਲਾਂਟ ਲਈ 2 ਨੰ: ਬੱਸਾਂ (1 ਨੰ:52 ਸੀਟਰ ਅਤੇ 01 ਨੰ:32 ਸੀਟਰ ਬੱਸ) ਸਮੇਤ ਡਰਾਇਵਰ ਅਤੇ ਹੈਲਪਰ ਆਉਟਸੋਰਸ/ਹਾਇਰ ਕਰਨ ਵਾਸਤੇ ਉਪਨ ਟੈਂਡਰ ਦਾ ਸੱਦਾ ਦਿੱਤਾ ਜਾਂਦਾ ਹੈ। ਟੈਂਡਰ ਡਿਟੇਲ ਅਤੇ ਟੈਂਡਰ ਸਪੈਸੀਫਿਕੇਸ਼ਨਾਂ ਉਪ ਮੁੱਖ ਇੰਜੀ:ਓਤੇਐਮ ਹਲਕਾ, ਪੰ:ਰਾ:ਪਾ:ਕਾ:ਲਿਮ, ਰ:ਸ:ਡੈਮ, ਸ਼ਾਹਪੁਰਕੰਡੀ ਦੇ ਦਫਤਰ ਵਿਖੇ ਮਿਤੀ:20/02/2026 ਤੋਂ ਪ੍ਰਾਪਤ ਕੀਤੀਆਂ ਜਾ ਸਕਦੀਆਂ ਹਨ।
ਨੋਟ: ਟੈਂਡਰ ਦਾ ਸੁੱਧੀ ਪੱਤਰ/ ਸੇਧ ਜੇਕਰ ਕੋਈ ਹੋਵੇਗਾ ਤਾਂ ਆਨਲਾਈਨ <https://pspcl.in> ਤੇ ਪਬਲਿਸ਼ ਕੀਤਾ ਜਾਵੇਗਾ।

ਉਪ ਮੁੱਖ ਇੰਜੀ: ਓਤੇਐਮ ਹਲਕਾ,
ਪਸਪਕਲ, ਰਸਡ, ਸ਼ਾਹਪੁਰਕੰਡੀ ।

Tender Enq No:07/RSD/O&M/2025-26

Dated:20/02/2026

To

Memo No. /O&M-4669

Dated:20/02/2026

Sub: Hiring/ Outsourcing of 2 no. buses (one no. 52 seater bus & 1 no. 32 seater bus) along with drivers & helpers for RSD PSPCL, Shahpurkandi.

You are requested to quote your lowest competitive rates for the subject cited work in price bid (described below) at the earliest. Bid must be received in the office of Dy. CE/O&M Circle, RSD, PSPCL, Shahpurkandi-145029 on or before **09/03/2026 at 17:00 Hrs.** and same shall be opened on dated **10/03/2026 at 11:00 Hrs.** Tender can be sent through post/ courier or in person by authorized representative. Price bid is enclosed at Annexure-C.

DA/ Section-I, Section-II,
Annexure-A, Annexure-B & Annexure-C


Dy. Chief Engineer
O&M Circle, PSPCL,
RSD, Shahpurkandi.

IMPORTANT TERMS & CONDITIONS

- 1) The tenderer shall submit the following documents with PART-II of the bid:-
 - a) PAN number and GST number of the firm/transporter.
 - b) Proof of registration of offered buses (52 seater & 32 seater) in the name of firm/transporter.
 - c) Firm/ Transporter have to submit affidavit stating that following documents will be submitted within 1 month of issuance of work order:
 - a) Fitness Certificate of the buse(s).
 - b) Insurance cover for the Buses including passengers to be arranged by the Transporter.
 - c) Tax Clearance Certificate from RTO.
 - d) Copy of route permit of buse(s).
 - e) Pollution under Control Certificate.
 - d) The relevant documents/ information of drivers and helpers to be deployed on buse(s).
- 2) **CONTRACT PERIOD:** The work order for outsourcing of buses, not more than 5 years old, shall be initially for a period of one year and the same can be extended for another year, on the satisfactory performance of the buses/service provider at the same rates and terms & conditions.
- 3) **SCOPE OF WORK:**
 - a) One no 52 seater Bus and one no 32 bus with Driver and Helpers will be used for transportation of manpower from RSD Workshop, Shahpurkandi to RSD Power House & Switchyard. The estimated no. of trips for 52 seater bus are 730 trips per year and 32 seater bus are 678 trips per year.
 - b) **TRIP ROUTES:** One trip covers starting point from RSD workshop, PSPCL, Jugial (Shahpurkandi) to RSD Power House and 220 KV switchyard (via Check Post No. 6 or Check Post No. 9) and back to RSD workshop at Jugial (Shahpurkandi). Average distance covered in one trip is 41.5 Km approximately.
 - c) **EXTRA TRIPS:** In case of extra trips of 32 Seater Bus for transportation of employees to attend emergency faults at RSD Power House or Switchyard or any other emergency duty, the payment of additional trips will be done as per the '*Rate per trip*' of 32 Seater Bus provided by the contractor.
 - d) In case of blocking of regular route due to land sliding or any other emergency situation, the extra KMs run by buses (above average trip distance of 41.5 Km) shall be paid as under:
Per KM charges for extra KMs run = (Market Rate of Diesel / Avg. of vehicle) + 15% extra on this (for compensating wear & tear of vehicle, consumption of lubricants etc). The average of vehicle shall be assessed once in a year by the committee formed by PSPCL for this purpose.
 - e) Up to date Road tax clearance certificate/ Road tax Payment details, passing, route permit & insurance certificate shall be submitted by transporter within one month after issuance of work order.
- 4) **TOLL TAX:** Toll tax as applicable will be paid extra by PSPCL on submission of proper receipts.
- 5) Vehicles shall be made available for use round the clock, for utilization in Punjab. In case of extreme emergencies like road blockage, etc, vehicles have to operate through J&K, then permit/documentations of J&K for those days only shall be obtained by the transporter.
- 6) 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.
- 7) Road tax for the vehicle shall be paid regularly and kept updated by the service provider.
- 8) Service Provider shall have valid pollution certificate for the vehicle and the same should be available with the driver to be produced on demand.

- 9) The service provider shall obtain the passing/ fitness certificate and update registration of vehicle from the concerned authority at his own cost.
- 10) 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 be always kept in good running condition. In case of breakdown of vehicle, alternate vehicle shall be made promptly available by the service provider.
- 11) Cost of vehicle's registration, insurance, service/ repair, road tax, salary/ emoluments/ allowances/ overtime of the driver or helper or any other charges will be borne by the service provider.
- 12) 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.
- 13) 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) 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.
- 15) The seats will be well cushioned and should have fine, neat and clean seat covers and vehicle should have rubber floor mats.
- 16) The vehicle should be available at head-quarter around the clock along with driver. No extra payment will be made by PSPCL for late night use of vehicle.
- 17) In case any driver or helper proceeds on leave or is not available on medical grounds or any other ground, alternate replacement shall be the responsibility of the service provider.
- 18) Service provider shall ensure mobile facility to the driver & helper at its own cost.
- 19) Log book should be maintained by the service provider and it will be responsibility of the service provider to get it verified from PSPCL official/officer on daily basis.
- 20) Income tax and other taxes, charges shall be deducted as per prevailing rates while clearing the bills for payment.
- 21) If at any time any question, dispute or difference, what so-ever, shall arise between the Contractor 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
- 22) Any extra/ new taxes imposed after 09/03/2026 (last date of submission of tender) if applicable shall be payable extra by PSPCL at minimum concessional rate applicable to the commercial vehicle registered within district (not national permit) on the submission of documentary proof having paid by the firm.
- 23) **RATES:** The rates quoted should be firm and inclusive of all levies, taxes (except Goods services tax) including work contract tax etc., ESIC, EPF or any other tax levied by State/Central Govt. Employers' share of Both ESIC & EPF shall be to firms account and quoted rates shall be inclusive of employers' share of Both ESIC & EPF. All expenses relating terminal benefits like gratuity, bonus, leave encashment, PPEs, comprehensive medical test charges etc. as per Labour laws & factory acts shall also be borne by the contractor. Applicability of Goods service tax may be mentioned clearly by the bidder.
- 24) The successful tender shall implement the provision of Factory Act, payment of wages act and workmen's compensation Act-1923,EPF Act-1952, ESI Act-1948 and also maintain record thereof, for inspection by the respective authorities under the said Acts, under intimation to concerned PSPCL authorities.
- 25) If at any time competent authority desires, the contract can be short closed without assigning any reason and any financial liability to PSPCL,. No claim on this account shall be entertained.
- 26) **PROPER UNIFORM/ DRESS:** The contractor is instructed to ensure that drivers and helpers engaged for buses are wearing proper uniform/ dress during duty hours, as per PSPCL rules.
- 27) The vehicles shall be required for transportation of Shift and General duty staff as per schedule & timing route stoppage etc. as per instructions of AEE Store & Transport RSD PSPCL Shahpurkandi.

- 28) The timings, route and stoppages of the buses will be finalized by AEE Store & Transport RSD PSPCL Shahpurkandi as per requirement and the same will be intimated to the Transporter in advance.
- 29) The vehicles put in service should conform to the motor vehicle Act & other Road regulation with complete up to date documentation, such as registration, permit, insurance, Road tax etc. The Transporter shall ensure the compliance of motor vehicle act in all respect during currency of contract .Any penalty due to non-observance of any provision of act shall be to the account of the Transporter.
- 30) The driver employed for running the buses should have a valid heavy duty licenses and should be well behaved & obedient. One conductor/helper shall always be provided in the Bus. Photo copies of driving license & complete particulars of driver/helper may be supplied before start of work. Further this information will be updated immediately at the change of driver /helper. Both of them will be accommodative towards the staff & authorities. AEE Store & Transport RSD PSPCL Shahpurkandi shall have the right to ask the Transporter to remove any driver/helper employed by him on account of misbehaviors negligence.
- 31) Any accident/ damage to bus and its crew or third party, the compensation there of will be the liability of the transporter.
- 32) Vehicles provided for transportation of staff should be well maintained to the satisfaction of AEE/S&T, Shahpurkandi.
- 33) It will be the responsibility of the owners to keep the bus in perfect running conditions and perfectly neat and clean before each trip. All repair/replacement will be promptly attended by the owner at his own cost in time.
- 34) The transporter/vehicle service can be dispensed with/terminated at any time by PSPCL without assigning any reason and any financial liability to PSPCL.
- 35) The Transporter shall keep stand by vehicles and these will be used by transporter during the period if the original vehicle is sent for repair/servicing/breakdown. In case of breakdown of vehicle / vehicles enroot / at start, alternative bus shall be provided by the Transporter without any extra cost immediately.
- 36) The buses put in service will not be shifted without approval of the Resident Engineer, O&M, RSD, PSPCL, Shahpurkandi except in case of breakdown, accident or damage to the vehicle etc.
- 37) No private person will be allowed to travel in the buses on hire / contract. Otherwise Penalty will be imposed as per Clause 19 of Section-II.
- 38) The contractor shall make an arrangement that his authorized representative shall be available round-the-clock at a specified location to take up any maintenance job on all days round-the-clock, including Sunday and Gazetted Holidays.
- 39) The contractor without the written permission of PSPCL shall not sub let the contract.
- 40) The contractor will submit Medical Fitness certificate of workers before deploying them on work issued by Medical Officer of Punjab Govt./ ESIC/PSPCL dispensary.
- 41) The contractor shall submit the names of persons/workers to be deployed on the work along with Medical Fitness certificates well in time.
- 42) The contractor shall make his own arrangement for providing all facilities like boarding and transport for his workers as per requirement of the work.
- 43) If the contractor is not working properly as per the terms and conditions of the contract, then his contract can be terminated at any point of time and his security will be forfeited.
- 44) Damage or loss to PSPCL property occurred due to negligence of contractor or his staff shall be made good by the contractor free of cost. The decision of Resident Engineer/O&M division, PSPCL, Shahpurkandi shall be final & binding.

- 45) Income Tax or any other deductions as per prevailing rules shall be made from the running bills of the contractor.
- 46) The contractor shall have to provide and maintain the first aid box to be used in case of any accident occurs at site.
- 47) PSPCL employees and their relatives are not allowed to participate in tender.
- 48) The onus of responsibility in case of death or injury to the labour/ worker during the pendency of work or at the time of execution of work will fully lie with the contractor. PSPCL will bear no claim/ responsibility in this regard whatsoever.


Dy. Chief Engineer
O&M Circle, PSPCL,
RSD, Shahpurkandi.
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GENERAL TERMS & CONDITIONS

- 1) A set of tender documents consisting of specification & general terms & condition can be obtained from the office of undersigned against payment of Rs.1000+ 180/- (GST) (non-refundable) by cash or in shape of demand draft in favour of **RESIDENT ENGINEER O&M DIVISION RSD PSPCL SHAHPURKANDI, PAYABLE AT JOGIAL** on any working day.
- 2) **SUBMISSION OF TENDERS:** Notwithstanding anything contained in the specifications or tenders or in subsequent exchange of correspondence, these conditions of contract shall be binding on the Transporter 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 Transporter shall be deemed to have fully informed himself and to have knowledge of the provisions of the conditions of contract here in contained.**The following instructions must be carefully observed by all the Tenderers. Quotation/ Tender not strictly in accordance with these instructions will be liable to be rejected. Tender shall be submitted in three parts i.e Part-I, Part-II & Part-III along with forwarding letter in outer envelope stating that price bid is enclosed in third inner envelope only:**
 - a) **PART-I:** Proof of submission of Tender fee & EMD shall be placed in this envelope.
 - b) **PART-II:** Documents shall be placed in this envelope as per clause 1 of Section-I.
 - c) **PART-II:** Price bid shall be placed in this envelope.
- 3) **TENDER OPENING & BID EVALUATION: EVALUATION OF PART I (TENDER FEE & EMD STAGE):** Firstly, Tender fee & EMD/ PEMD shall be checked and in case tender fees & earnest money both are found to be in accordance with the terms and conditions of NIT/Tender specification, only then the Part-II of the Tender shall be opened. The bids without tender fee and earnest money shall be out rightly rejected. **Evaluation of Part II & PART III (Commercial & Technical Stage & Price Bid RESPECTIVELY):** The commercial and technical documents shall be evaluated during the evaluation of Part II and further PART III i.e Price bid of only those bidders will be opened who qualifies in Part-II.
- 4) **TENDERS TO BE INVALIDATED:** The tenders must be complete in all respect. Conditional or incomplete tenders, due to any reason whatsoever will be rejected.
- 5) **SIGNING OF THE TENDERS:** Tender shall be signed by the owner or person holding a valid power of attorney by him to do so. All the Necessary documents to be submitted in support thereof should be signed (each page) with the bid at the time of submission, failing which tenders may not be considered.
- 6) In case the date of opening of tender falls on a holiday or holiday is subsequently declared on that date, then the tenders will be opened on the next working day following the holiday.
- 7) **TENDER TO CONFORM TO SPECIFICATIONS:** Tender which proposes any alternation in the work specified in the Tender Specification or in time allowed for carrying out the work or which contains any other terms and conditions of any sort will be liable to rejection. No conditional offer shall be acceptable.
- 8) The tenderer shall bear all cost associated with the preparation and submission of its tender and PSPCL in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.
- 9) The PSPCL reserves the right to modify the "Schedule of Quantities", 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 any reason. It 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.
- 10) **ALL CUTTING/CORRECTIONS TO BE INITIALED:** Each page of the tender documents including, the schedule of quantity and bid drawings be signed and dated by tenderer in ink as a token of his having examined the same. Any correction in the rates quoted in the schedule of quantities shall be signed with date by tenderer before submitting the tender. All corrections and additions or pasted slips should be initialed by the Transporter. Non-compliance with these conditions will make the tender, liable to rejection.

- 11) **RIGHT TO REJECT ALL OR ANY TENDER:** The officer inviting tenders reserve 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.
- 12) **VALIDITY OF TENDERS:** The tenders as submitted should be valid for acceptance for at least 120 days from the date of opening of tenders unless specified otherwise.
- 13) **POST TENDER MODIFICATIONS:** No modification to the bid shall be made by the bidder after opening of the bids unless specifically requested by Punjab State Power Corporation Limited. The earnest money of any bidder who modifies after opening without any specific reference from Punjab State Power Corporation Limited shall be forfeited without any further reference to the bidder and he shall be liable to further action like suspension of business dealings/blacklisting.
- 14) **INSPECTION OF SITE BY TENDERERS:** Tenderer should inspect the site and examine and obtain all information required about site conditions and satisfy himself regarding all matters and things before submission of his tender.
- 15) Tender received from the contractor's / bidder who are black listed or with whom business dealing are suspended with PSEB now PSPCL will be rejected. Tender submitted by a person in service under the government/ Board / PSPCL or any Local authority will be rejected. The tenders must be complete in all respects. Incomplete & conditional tenders will be rejected.
- 16) PSPCL reserves the right to call original & copy of documents to be provided as per check list of documents, failing which it will be at sole discretion of PSPCL to reject such bid.
- 17) **EARNEST MONEY:** The tenderers shall be required to submit earnest money of Rs.102280/- in the shape of Cash/ Demand Draft, in favor of **RESIDENT ENGINEER O&M DIVISION RSD PSPCL SHAHPURKANDI. PAYABLE AT JOGIAL.**
 - a) The following shall be exempted from depositing Earnest Money:-
 - i. Public Sector Undertakings owned by Pb. Govt./Central Govt./Other State Govts. shall be exempted from depositing earnest money, provided that a certificate of govt. ownership shall be submitted in the envelop for earnest money exemption.
 - ii. Earnest Money shall be forfeited in case of withdrawal/ modification of an offer within the validity period as required in the NIT/ Tender Specification after opening of Tenders.
 - b) In case of successful Tenders, Earnest Money shall be converted into Security Deposit and shortfall, if any shall be got deposited for faithful execution of Work Order/ Contract.
 - c) In case of tenders not accepted, the earnest money shall be refunded after of the award of order/contract to successful tenderer.
- 18) **PAYMENTS:**
 - a) The Monthly bill in duplicate along with pay roll (Original plus one no. photo copy) of bus driver & helper shall be submitted to the office of AEE/S&T, PSPCL, RSD, Shahpurkandi after completion of every month of running of buses. Payment shall be made by RE/O&M Division PSPCL Shahpurkandi through RTGS only and bank charges if any will be borne by the transporter. The payment will be made as per trips actual performed during the month as per log book.
 - b) Bill should be submitted in printed format and charges in the bill shall be entered as per rates specified in the work order. Each bill should be submitted with the following documents. documents will be submitted after self-attestation by transporter or authorised representative of firm having authority to sign the document:
 - a) GST Number of firm/ transporter
 - b) Muster Roll duly signed by workers for previous month.
 - c) Pay roll, bank transfer details for each worker duly stamped by bank authorities for the month for which bill is raised.
 - d) Toll Tax- submission of documentary proof having paid by the firm.
 - c) GST-TDS will be applicable as per prevailing norms.
- 19) **PENALTY:** The penalty shall be imposed as per following:-
 - a) In case the transporter fails to perform any trip, no payment shall be made for missed trip. In addition, penalty @100% of the rate quoted shall also be imposed for each missed trip.

- b) If the conditions of buses found to be unsatisfactory such as needing repair of seats, glass, head lights, wipers, or any other damages etc., the transporter has to get these discrepancies removed within seven days from issue of letter by RE/RSD. If the transporter does not comply within stipulated period, a penalty @ 25% of trip rate shall be imposed from the next day to expiry of stipulated period so given.
- c) In case of absence of Conductor/helper due to any reason, penalty @ Rs.700/- per Conductor/helper per day for the absence period of that conductor/helper will be deducted from the monthly running bill.
- d) Buses should be reach at the destination in time. For delay up to 1st half an hour @25% of trip rate quoted and for delay beyond half an hour & up to 2 hours @50% of trip rate quoted. After that the trip for that day shall be considered as missed.
- e) Un-authorized person found travelling in the bus, penalty @5% of trip rate quoted will be imposed.
- f) Penalty @Rs.150/-trip/per instance for non-production of log book of bus by the crew to the checking authorities.
- g) In case the transporter fails to submit the document as per clause 1(c) of section-I within 1 month of issuance of work order.
- (a) Penalty @50% of trip rate shall be imposed till he submitted the require documents.
- (b) GST @18% will be applicable on penalty amount (if applicable).
- 20) **NEGOTIATION:** Normally, no negotiation affecting prices or basic features of NIT/Specifications shall be conducted with tenderer after opening of tenders except under specific order of accepting authority after the reasons to be recorded
- 21) **SECURITY DEPOSIT: The Earnest Money deposited at the time of tender submission shall be converted into Security Deposit. The Security Deposit will be deducted from all the 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 or the successful bidder may submit the additional/complete security deposit @ 5% of total contract value in the form of BG (issued from SFMS compliant bank)/DD/Digital mode of payment within 30 days from the award of contract.**
- In case a firm deposits a complete security deposit in the form of BG, its EMD shall be refunded on submission of BG.
- No interest shall be payable to the contractors on the amount of security deposit. PEMD shall not be converted into a Security Deposit.
- The Tenderers having PEMD with PSPCL and hence exempted from depositing Earnest Money with Tenders, shall be required to submit security Deposit @5% of contract value applicable as above resp. In the form of Bank Guarantee (issued from SMS compliant bank)/ Demand Draft/ digital mode of payment within 30 days from the award of contract.
- The Security Deposit will be deducted from all the bills at the rate of 5% of contract value of the gross value of the work done from time to time.
- The following shall be exempted from depositing security against purchase orders/contracts given to them:-Public Sector undertakings owned by Pb. Govt./Central Govt. /other State Govt. Supplying material directly through units owned by them subject to submission of documentary evidence of Government ownership. Exemption shall not be applicable if the Tender is submitted for supply of material through private unit/manufacturers.Suppliers/ Executors of Proprietary items or works.
- 22) **REFUND OF SECURITY:** 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 as provided in the contract. Engineer in charge shall issue the certificate for site clearance. Completion certificate shall be issued within 30 days of the completion of the work. Defect liability period shall commence from the date of completion of work.
- 23) **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. 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.

NOTE: 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 PEMD laying 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.

- 24) **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 (thereinafter 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.
- 25) **COMPLETION / FINAL CERTIFICATE:** On completion of the work the contractor shall be furnished with completion certificate by the Sr. Executive Engineer of such completion but no such certificate shall be given nor shall the work be considered to be complete until works are taken over and/or duly tested and put to operation as the case may be not until the work shall have been measured by the Sr. Executive Engineer or where the measurement have been taken by the subordinates until they have received the approval of the Sr. Executive Engineer the said measurement being bind and conclusive against the contractor. If the contractor fails to comply with the requirements of this clause as to removal of scaffolding, surplus material and rubbish and cleaning off dirt on or before the date fixed for the completion of the work the Sr. Executive Engineer may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all the expenses so incurred, shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.
- 26) **PAYMENT OF FINAL BILL:** After the work is completed, final bill would be paid on the certification of an officer not below the rank of Sr. Executive Engineer/Addl.SE.
- 27) **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 as per Annexure-A within 30 days of the issue of such intimation failing which acceptance of his tender shall be cancelled and his earnest money will be forfeited.
- 28) **COMMENCEMENT PERIOD:** The work is expected to commence from 01/04/2026 however, exact date of commencement will be mentioned in work order. If the firm fails to commence the work within the stipulated time, a penalty will be levied and recovered from the transporter as per clause 19 of Section-II.
- 29) **NEGLIGENCE & DEFAULT:** In case of any negligence on the part of a Supplier/Contractor to execute the Work-order/Contract with due diligence and expedition and to comply with any reasonable orders, pertaining to any contravention to the provisions of the Work-order/Contract, given in writing by the PSPCL, the PSPCL may give a 21 days-notice in writing to the Supplier/Contractor to make good the failure/neglect/contravention. In the event the Supplier/Contractor fails to comply with the notice within a timeframe considered to be reasonable by the PSPCL, the business dealings shall be

suspended/terminated with the firm by the PSPCL for a minimum period of three years or in extreme cases, the firm shall be blacklisted forever by the PSPCL.

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

Recoveries of any dues relating to Work order under which supplier/ contractor has defaulted shall be made from pending amount of any work order/contract of the firm or any security/EMD or PMED lying with PSPCL.

30) **SPLITTING OF WORK:** The PSPCL reserves the right to split up the work in the scope of this contract among more than one contractor at the stage of Initial Award of contract for any reason what so ever or during the progress of work due to unsatisfactory progress of work by the contractor. The PSPCL will not entertain any claim from any contractor as a result of such splitting up. The PSPCL also reserve the right to exclude/include any items of work from/into scope of the Contract during the progress of work due to any reason whatsoever. The Engineer-in-charge reserve the right to inject labour, T&P & materials at the contractor's cost at any stage of work if the progress is not commensurate with the committed schedule and the contractor will not have any right to object.

31) **GOODS AND SERVICE TAX:-**PSPCL is registered centrally in the state under GSTIN 03AAFCP5120Q1ZC.

- GST, as applicable, will be paid as per prevailing provisions of GST Act & Laws against submission of documentary proof at rate(s) prevailing during the contracted delivery period on the basis of actual. The following certificates shall have to be furnished along with invoice –cum- gate pass duly signed by the authorized agent /signatory. The first invoice should accompany the specimen signatures of the authorized signatory duly attested by the Managing Director of the factory with a copy of orders regarding his appointment as authorized signatory.
- Certified that the transaction on which the GST is claimed has been/shall be included in the return submitted / to be submitted to the GST Authorities and the amount claimed from the Punjab State Power Corporation Ltd. has been / shall be paid to the GST Authorities.
- Certified that the goods on which GST has been charged have not been exempted under GST Act or rule made there under and that the GST charged on these goods is not more than what is payable under the provisions of relevant act.
- Certified that we shall indemnify the Punjab State Power Corporation Ltd. in case, it is found, at a later stage that wrong or incorrect payment had been received on account of GST; the same will be refunded.
- Certified that we are registered dealer under the GST Act and our Registration No. is_____
- In case the GST is applicable and is required to be paid extra as referred to Para-(i) above, the tenderer should clearly indicate HSN code of item along with present rate (in percentage) applicable to their company.
- The maximum rate (in percentage) up-to which the GST may become leviable/ payable under the prevailing Rules & Regulations applicable to their company, should also be clearly indicated in their tender.
- In case the GST is applicable /payable, necessary certificate of GST claimed / GST Gate Pass duly authenticated by the authorized representative of GST Authorities, shall however, be furnished by the supplier along with each consignment. The supplier should, therefore, clearly indicate in their tender that whether such GST Gate Passes/Certificates shall be furnished by them or not.

NOTE: The firms indicating nil or concessional rate of GST in their tenders (if any) will have to absorb GST up to the full rate applicable at the time of tendering.

- Further any loss due to non-availability of ITC or levy of penalty/ interest payable by PSPCL on account of non-filing of return or non-compliance or any miss-statement given under the provisions of GST ACT by the firms shall be recoverable from them.
 - Further GST at applicable rates on principal supply shall be payable on Freight and Insurance.
- 32) **COMPENSATION UNDER WORKMEN'S COMPENSATION ACT:** The contractor shall be responsible for and shall pay any compensation to his workmen payable under the workmen's compensation Act, 1923 (VIII of 1923) here in after called the said Act for injuries caused to the Workmen. If such compensation is paid by the PSPCL under sub section (i) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by the PSPCL from the contractor under sub-section (2) of the said section. The contractor shall pay such amount of the compensation on demand, failing which it will be recovered from him by deducting it from bank guarantee or any sums that may be due or become due to the contractor by the PSPCL under the contract or otherwise.
 - 33) **CHANGES:** No variation or modification or waiver of any of the terms and provisions shall be deemed valid unless mutually agreed upon in writing by both the PSPCL and the Transporter.
 - 34) **SIGNING OF RECEIPTS FOR PAYMENTS:** The Punjab State Power Corporation Limited may refuse or suspend payments on account of work when execution by a firm or by contractor described in their tender as firm unless receipts are signed by all the partners or one of the partners or some other person who produces written authority enabling him to give effectual receipts on behalf of firm.
 - 35) **PRIORITIES & LICENSES BY CONTRACTOR:** The contractor shall be responsible for making his own arrangement for priorities or licenses for all materials which are not to be supplied by Punjab State Power Corporation Limited. Only recommendatory letter wherever necessary shall be issued on the specific request by the contractor.
 - 36) **WORK TO BE EXECUTED AS PER DIRECTIONS OF PSPCL:** The contractor shall execute the work strictly in accordance with direction of PSPCL. The contractor shall also conform exactly and faithfully to the instructions in writing related to the work.
 - 37) **ACTION WHERE NO SPECIFICATIONS:** In the case of any clause of work for which there is no such specification mention in the contract, such work shall be carried in accordance with specification as decide by the concerned Engineer-In-charge.
 - 38) The contractor has to ensure compliance of various acts & statutory laws such as minimum wages act, EPF act, ESI act, Punjab Labour welfare act, Industrial dispute act, factories act, Work man compensation act 1923 etc. They shall also abide by safety rules issued by PSPCL from time to time. PSPCL shall not be responsible for any loss, injury etc. to contractor's labour.
 - 39) The contractor shall get labour license issued from labour deptt, Pb. Under Contract labour (Regulation and abolition) act 1970, if applicable. Nothing extra will be paid in this regard.
 - 40) No workman below the age of 18 years is to be deployed at the work.
 - 41) Tranporter shall ensure timely payment to its workmen and payment by PSPCL to the Transporter will not be linked anyway regarding payment to workmen.
 - 42) **AMENDMENTS:** The Punjab Government may from time to time, add to or amend these regulations and on any question so as to affect 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.
 - 43) **INTOXICANTS:** Contractor shall not permit or suffer the introduction or the use of intoxicants upon the works embraced in this contract or upon any of the ground occupied or controlled by him.
 - 44) **PLANT & EQUIPMENT:**
 - a) The contractor shall at his own expense supply all tools plants & equipment (hereinafter referred to as T&P) required for the operation of buses other than those listed in tender documents/contract agreement which subject to their availability may be hired from Punjab State Power Corporation Limited to the contractor or issued for use in the execution of the work as specified in the tender documents.

- b) The details of plant equipment & machinery available either the tenderer in working order for deployment on the work shall be submitted along with relevant information on the capability financial resources and experience about himself.
 - c) **SUPPLY OF PLANT MATERIAL AND LABOUR:** Except where otherwise specified the contractor shall at his own expenses supply and provide all the T&P temporary works material both for temporary and for permanent works labour (including the supervision thereof) transport to or from the site and in and about the works and other things of every kind required for operation of buses.
 - d) The contractor will make his own arrangements for storing of T&P, lubricants, consumables etc.
- 45) **CANCELLATION OF WORK ORDER:** The PSPCL reserves the right to cancel the Work Order as a whole or in part at any time or in the event of default on the part of the contractor by giving 21 day's notice. Decision of PSPCL will be final and binding on the contractor in this regard.
- 46) **JURISDICTION:** All legal proceedings in connection with the work order/Contract shall be subject to the territorial Jurisdiction of the local Civil Courts at Pathankot.
- 47) **ARBITRATION:**
- a) If at any time any question, dispute or difference, whatsoever, shall arise, between the Purchaser/PSPCL and the Contractors/Suppliers, upon or in relation, to or in connection with the Purchase Order/Contract, either party may forthwith give to the other, notice in writing of the existence of such question dispute or difference and the same shall be referred for sole arbitration as per the provisions of the Indian Arbitration Act,1996 (amended up to date) who shall give a reasoned/speaking awards. The award of the Sole Arbitrator shall be final and binding on the parties under the provisions of the Indian Arbitration Act, 1996 (amended upto date) and of the rules there- under. Any statutory amendment, modification or re-enactment thereof for the time being in force, shall be deemed to apply to and be incorporated in the Contract/Purchase Order.
 - b) Upon every or any such reference, the cost and incidental expenses to the reference and award shall be at the discretion of the Sole Arbitrator so appointed who may determine the amount thereof or direct the same to be taxed as between Solicitor and Client or as between party and party shall direct by whom and to whom and in what manner the same is to be borne and paid.
 - c) The work under the Contract shall, if reasonably possible, be continued during the proceedings of the arbitration and no payment due/ payable to the firm by the Purchaser/PSPCL shall be with-held on account of such proceedings.
- 48) **DAMAGED WORKS:** The contractor will be responsible for any and all losses of materials and damaged to works till they are handed over, as a result of floods, earth quakes, wars, rains, storms and other such acts of God. The owner will not be responsible for any compensation as a result of such damage or loss to the contractor and the contractor shall be liable to get right such damage at his own cost to the satisfaction of the Engineer/owner. The contractor shall arrange insurance against above risks at his cost.
- 49) **ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK:** If it shall appear to the Engineer In-charge or his subordinate In-charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship, or with materials/consumables of any inferior description or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted or otherwise no in accordance with the contract, the contractor shall on demand in writing from the Engineer In-charge specifying the work materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for forthwith rectify, or remove and reconstruct the work as specified in whole or in part, as the case may require, or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer In charge in his demand re-execute the work or remove and replace with other material of articles complained of as the case may be at the risk and expense in all respects of the contractor.

- 50) **ASSIGNMENT OR TRANSFER OF CONTRACT:** The contractor shall not without the prior written approval of the Accepting Authority assign or transfer the contract or any part thereof or any share or interest therein to any other person.
- 51) **SUB CONTRACT:** The contractor shall not sublet any portion of the contract without the prior written approval of the Engineer.
- 52) **COMPLIANCE TO REGULATIONS AND BY LAWS:** The contractor shall conform 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 that may be necessitated for such connections give the Engineer-in-charge notices specifying the variations proposed to be made and reasons therefore & shall not carry out any such violations un-till he has received intimations from Engineer-in-charge in respect thereof the contractor shall be bound to give notice required by Statue Regulations or Bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.
- 53) **CONTRACTOR TO REPORT ACCIDENTS:** In the event of occurrence of any accidents at or near the site of work or in connection with execution of the work report shall be made immediately by the contractor to the Engineer-in-Charge giving full details of the accident. He shall also report such accidents to all the competent authorities.
- 54) **REMOVAL OF CONTRACTOR'S PERSONNEL WORKMEN:** The contractor shall employ on the execution of the works only such persons as are skilled and experienced in their respective trades. The Engineer shall have full power at all times to object to the employment of any workman, foreman or other employees on the work by the contractor and if the contractor shall receive notice in writing from the Engineer requesting the removal of any such men or man from the work, contractor is to comply with the request forth with. No such workman, foreman or other employee after his removal from the work by request of the Engineer shall be re-employed or re-instated on the work by the contractor at any time except with the prior approval in writing of the Engineer. The contractor shall not be entitled to demand the reasons from the Engineer for requesting the removal of any such workman, foreman or other employee.
- 55) **WORK OPEN TO INSPECTION:** All works under or in course of execution or executed in pursuance of the contract shall at all time be open to the inspection and supervision of the Engineer-in-charge/representative of Engineer and his subordinates and the contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer or his subordinate to visit the works shall have been given to the contractor during which period either he could be present to receive order and instructions or have a responsible agent duly accredited in writing, present for that purpose, Orders given to the contractors duly authorized agents shall be considered to have same force and effect as if they had been given to the contractor himself.
- 56) **CONTRACTOR LIABLE FOR DAMAGE DONE:** If the contractor or his work people or servants shall break, deface, injure or destroy any part of a building if they may be working on any building, road, fence, enclosures or grass land or cultivated ground contiguous to the premises on which the work of any part of it is being executed, or if any damage shall happens to the work, while in progress, from any cause whatsoever, the contractor shall make the same good at his own expense or in default, the Engineer may cause the same to be made good by other workman, and deduct the expense for which the certificate of the Engineer shall be final, from any sums that ;may be at any time thereafter may become, due to the contractor or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.
- The contractor shall not be entitled for any loss or damage in case the contract is to be suspended for some time or to be closed due to any equipment bread known or shut-down of the unit for one reason or the other end for that he shall not be entitled for any compensation.
- 57) **CONTRACTOR SUPERVISION:** The contractor shall either himself supervise the execution of the work or shall appoint at his own expense an engineer as his accredited agent, approved by the Engineer-In-Charge, if the contractor does not have himself have sufficient knowledge or experience to be capable of receiving instructions or cannot give his full

attention to the work. The contract or his agent shall be present at the site (s) and shall superintend the execution of the work or works with such additional assistance in each trade, as the work involved shall require and considered reasonable by the Engineer In charge. Directions/instructions given by Engineer In charge to the contractor agent shall be considered to have the same force as if these had been given to the contractor himself.

If the contractor fails to appoint a suitable agent as directed by the Engineer In charge, the Engineer In charge shall have full powers to suspend the execution of works until such date as suitable agent is appointed by the contractor and takes over the supervision of the work. For any such suspension, the contractor shall be held responsible for delay caused to the works.

- 58) **CONTRACTOR TO SUPPLY PLANT, LADDERS, SCAFFOLDING AND SAFETY MEASURES ETC:** The contractor shall supply at his own cost all materials except such special materials, if any, as may be supplied from the Boards stores in accordance with the contract, plant tools, appliances, implements, ladders, cordage, tackle, fuels, lubricants, gasses, scaffolding and any temporary works etc. which may be required for the proper execution of the work in the original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Sr. Executive Engineer as to any matter on which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof to or from the work. The contractor shall also supply the requisite number of persons with means and material necessary for the purposes of setting out works and counting, weighing and assisting in the measurement at any time and from time to time of the work or materials. Failing this the same may be provided by the Engineer at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof or sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear expenses of defense of very suit action or other legal proceedings at Law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid in compromising any claim by any such person.
- 59) **ALL COMPENSATION/ PENALTY PAYABLE TO BE CONSIDERED TO BE 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 board without reference to the actual loss or damage sustained, and whether or not any damages shall have been sustained.
- 60) **DEDUCTION OF AMOUNTS DUE TO PUNJAB STATE POWER CORPORATION LIMITED:** Any excess payment made to the contractor inadvertently or otherwise under this contract on any account what-so-ever and any other sum found to be due to board by the contractor in respect of this contract or any other contracts or work order on any account what-so-ever may be deducted from any sum what-so-ever payable by the board to the contractor either in respect of this contract or any work order of contractor or on any other account by any other office of the Punjab State Power Corporation Limited.
- 61) **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 after to PSPCL, shall cancel the contract in any of the following cases:
- 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 enforce 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 under 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 creditor.

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) Name an arrangement with or assignment in favor of his creditors, or agree to carry out the contract under a committee of Inspection of his creditors

OR

- d) Assigns, transfers, sub-lets or attempts to assign, transfer of sub-let any portion of the work without the prior approval of the Accepting Officer

OR

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

Whenever the Accepting Officer exercise 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 occur to the PSPCL and that if the cost of completion exceeds the moneys 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 contractor.

In case the PSPCL completes the work under the provisions of this condition, the cost of such completion to be taken into account determining the excess cost to be charged to the contractor under this condition shall consist of the cost of material purchased and/or labour provided by the PSPCL with an addition of such percentage to cover superintendence 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 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.

- 62) **CHANGES IN CONSTITUTION OF FIRM AND ADDRESS:** In case of tender 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.
- 63) **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.
- 64) **SPECIAL POWERS OF DETERMINATION:** If at any time after the acceptance of the tender, PSPCL shall for any reason whatsoever 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 have derived from the execution of the work in full but he did not derive in consequences of the force closing of work.

He shall be paid at contract rates, for the full amount of the work executed including such additional works e.g. clearing of sit 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 material collected but which could not be utilized on the work, as verified by the Engineer-in-charge. Neither shall the contractor have any claim for compensation on account of any alterations having been made in the original specifications, drawings, designs and instructions involving any curtailment of the work as originally contemplated.

65) **ACTION ON UNSATISFACTORY PROGRESS:-** If the progress of a particular portion of the work is unsatisfactory, the Sr. Executive Engineer whose decision shall be final, shall notwithstanding that general progress of work is satisfactory be entitled to take action under clause 66.0 after giving the contractor 10 days' notice in writing and the contractor will have no claim for compensation for any loss sustained by him owing to such action.

66) **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 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 Punjab State Power Corporation Limited shall have power to adopt any of the following courses as he may deem best suited to the interest of the Punjab State Power Corporation Limited.

a) To rescind the contract (of which recession 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 Punjab State Power Corporation Limited.

b) To employ/hire labour paid/ Mobile crane by the Punjab State Power Corporation Limited 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.

c) 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 Punjab State Power Corporation Limited 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 authorized 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.

- 67) No conveyance facility will be provided by PSPCL to the contractor. The contractor will have to make his own arrangement for transportation man, material/consumable/ T&P.
- 68) **RECESSION OF CONTRACT:** The contract shall not be assigned or subject without the written consent OF the Engineer In-charge and if the contractor assigns or subjects his contract or attempts to do so without consent of the Engineer or by any proceedings is adjudicated as insolvent or makes any composition with creditors for their certify in writing that in his Opinion contractor:
- a) Makes default in commencing the work within a reasonable time from the date of handing over the site and continue in that state after a reasonable notice from Engineer In-charge.
 - b) 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 proceedings with the work with due diligence and continue in that state after a notice of seven days from Engineer In-charge.
 - c) 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.
 - d) 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.
 - e) If contractor commits breach of any terms/conditions envisaged in the contract.
 - f) 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 or person in the employment of Punjab State Power Corporation Limited in any way relating to his office or if any such officer or person of Punjab State Power Corporation Limited shall become in any way directly or indirectly interred in the contract.
 - g) In such case the Punjab State Power Corporation Limited 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 thereto fore actually performed under the contract and further, Punjab State Power Corporation Limited may enter upon and taken possession of the works and all plant, tool scaffolding, sheds, machinery etc. 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 or 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 contractor fail to do so within a period of 14 days from issue of the notice by him, Punjab State Power Corporation Limited may sell the same by Public Auction. The amount so realized shall be adjusted against any money due to the Punjab State Power Corporation Limited by the contractor.

- h) In case the PSPCL intends to fore-close the contract before the completion of the job due to any reason then the Engineer In-charge shall serve a 30 days clear notice to the contractor. The work completed up to date of issue of the notice shall be measured jointly. Unutilized materials supplied by the Board shall be returned to the store at issue rate including storage charges. The contractor shall be compensated for unutilized 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.
- 69) **FAIR WAGE CLAUSES AND LABOUR REGULATIONS:** The contractor shall be responsible to comply with all the rules and regulations made for workers/labourers. In case any sum payable/paid by the PSPCL due to non-compliance by contractor, the same will be recovered from the contractor without any notice. The contractor shall be fully responsible for complying with the provisions of all Statutory Acts like ESIC, EPF and Labour laws /GST/Fair wages etc. of all the State/ Central Govt. and contractor should have to produce receipts of ESIC/EPF/GST payments and other dues whenever demanded by PSPCL.
- 70) All other conditions of PSPCL Work Regulation (amended up to date) & PSPCL Transport policy (amended up to date) shall also be applicable.

U52/55
20/2/26

CC:

1. Chief Engineer/ Hydel Projects, PSPCL, Patiala wrt to their UO No.246 dt.12/02/2026.
2. Resident Engineer/O&M Divn., PSPCL, RSD, Shahpurkandi.
3. AEE/S&T Sub-Divn., PSPCL, RSD, Shahpurkandi.
4. AO/Pre-Audit, PSPCL, RSD, Shahpurkandi.


Dy. Chief Engineer
O&M Circle, PSPCL,
RSD, Shahpurkandi.
on W

AGREEMENT PERFORMA

To be entered on a Non-Judicial Stamped Paper of Rs.....only.

This Contract agreement made thisday of.....in the year..... between the Punjab State Power Corporation Limited herein called 'Owner' and M/s..... having their Regd. Office at.....herein called 'Contractor' for the supply and delivery/ Construction ofin accordance with Tender Enquiry No.....datedand Contractor's proposal no.....dated.....

This is in Confirmation of the advance acceptances notified in the owner's letter No..... wherein the owner has accepted the proposal of the contractor for the delivery/ Construction ofas per work order no.....

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

The IT/Tender Specification the contract's proposal and related correspondence and the work Order acknowledged/accepted by the contractor form 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

SCHEDULE OF DEVIATIONS FROM COMMERCIAL & TECHNICAL CLAUSES

All deviations and exceptions in respect of commercial & technical clauses to the tender specification shall be clearly brought out by the tenderer as per the format given hereunder. The details shall be exhaustive in all respects.

Sr.No.	Clause	Page No. of tender spec.	Exceptions & Deviations from the tender spec.	Remarks

Certificate that the above listed deviations and exceptions are exhaustive and the contract shall be executed as per the tender specifications except for the above deviations and exceptions in the event of placing an order on us.

Date :

Place :

For M/s

Signature

(By its constituted
attorney).

Seal

PRICE BID

Sr. No.	Hiring/ Outsourcing of 1 no. 52 seater bus (Job:A) & 1 no. 32 seater bus (Job:B) along with drivers & helpers for RSD PSPCL, Shahpurkandi.	Rate per trip inclusive of all salaries of drivers & helpers, all statutory taxes & levies except GST	GST in %	GST in Rs.	Amount inclusive of all salaries of drivers & helpers, all statutory taxes & levies and GST
1	Job-A: From RSD Workshop PSPCL, Shahpurkandi to RSD Power house & Switchyard & back to RSD Workshop. (approx. 730 trips per year)				
2	Job-B: From RSD Workshop PSPCL, Shahpurkandi to RSD Power house & Switchyard & back to RSD Workshop. (approx. 678 trips per year)				
	Total				

Note:

1. Rate per trip shall be inclusive of all salaries, all statutory taxes & levies except GST.
2. Goods & Services Tax, if applicable, shall be paid by PSPCL on RCM basis.
3. Evaluation of Job:A and Job:B will be done individually. If L-1 bidder for Job:A and Job:B are found to be different, two separate work orders shall be issued to L-1 bidders.
4. Firm/ transporter may visit the site before quoting the rates.

Dy. Chief Engineer
O&M Circle, PSPCL,
RSD, Shahpurkandi.