

**/Punjab State Power Corporation Limited/
(O/o : Superintending Engineer/DS Circle, PSPCL Jalandhar)**

Tender Notice

Subject: Open Tender Enquiry No. 05/Veh/DS Circle/JAL/2023-24 due to be opened on 17/08/2023 for hiring of vehicle for CE/DS North Zone, PSPCL, Jalandhar.

Quotations are hereby invited for the following work:

Description of Work	Estimated Cost	Earnest Money
Hiring of vehicle for Chief Engineer/DS North Zone PSPCL, Jalandhar	6,30,000/-	12,600/-

1) Tender document cost – Rs 1180/- (non-refundable)

2) Schedule for Tender Publishing/Opening:

Tender Publish date	31.07.2023 10:00 AM Onwards
Tender document sale start date	31.07.2023 12:00 PM Onwards
Last date and time of receipt of Bids	16.08.2023 till 12:00 PM
Date and time for opening of Bids	17.08.2023 at 12:00 PM

3) Detailed information regarding Tenders can be downloaded from the website www.pspcl.in/open-e-tender-expected-cost-above-rs-5-lacs

4) In case tender process is not completed due to any reason, no corrigendum will be published in newspapers. Details regarding corrigendum may be seen on www.pspcl.in/open-e-tender-expected-cost-above-rs-5-lacs

5) The annual estimated cost (6.30 lacs) has been calculated taking into consideration maximum monthly fixed charges of Rs.39500/- (for 1000kms), Rs.6.50/Per km (for Additional 2000 kms/month), estimated diesel price variation charges etc.

SECTION-I: GENERAL INSTRUCTIONS AND ELIGIBILITY CRITERIA

1. SUBMISSION OF TENDERS:

- a) The tenders are being invited only through Open-tendering mode. In case of any clarification the prospective bidder may contact office of Dy. Chief Engineer/ DS. Circle, PSPCL, Jalandhar or may visit www.pspcl.in/open-e-tender-expected-cost-above-rs-5-lacs as mentioned on the PSPCL website, well in time before the due date for submission of tender.
- b) Tender document may be downloaded from website www.pspcl.in/open-e-tender-expected-cost-above-rs-5-lacs
- c) Tenders of the firm which do not upload cost of tender document before the last date and time of bid submission shall not be opened and out rightly rejected.
- d) All tenders must be accompanied by the earnest money as prescribed in 2(a).
- e) The Bidder should have a valid PAN Number/ GST Number.
- f) Tenders received after due date and time in any form/case shall not be entertained.
- g) Conditional tenders, telegraphic tenders, tenders received through telex or fax, tenders not on prescribed formats or tenders without earnest money shall not be accepted.
- h) The tender must be complete in all respects.
- i) Price bid of tender documents of only those tenders shall be opened who meet aforesaid qualifying requirements. However, opening of tender documents shall not automatically be construed for qualification of the tender for the award of work.
- j) All terms and conditions of PSPCL (erstwhile PSEB) Purchase Regulations and Works Regulations amended up to date will be applicable.
- k) The prospective bidders are requested to visit the PSPCL website periodically even after downloading the specification to check for corrigendum issued, if any.
- l) In case of Tender process is not completed due to any reason, no Corrigendum will be issued in Newspaper. Detail regarding Corrigendum may be available on official PSPCL website www.pspcl.in/open-e-tender-expected-cost-above-rs-5-lacs
- m) In case the date of opening of tender is declared/happens to be a holiday the tender will be opened on the next working day at the same time
- n) The bidder has to quote the rates strictly on the enclosed Performa as per annexure-A

2. EARNEST MONEY:

- a) The contractor shall be required to pay EMD through Cash/Draft for amount Rs. 12600/-. In the office of Xen Cantt/DS Divn PSPCL Jalandhar.
- b) Public Sector Undertakings fully owned by Punjab/Central Govt./Other State Governments shall be exempted from depositing earnest money.
- c) Earnest Money shall be forfeited in case of withdrawal/modification of an offer within the validity period as required in the NIT/Tender Document after opening of tenders.
- d) In case of successful tender, earnest money shall be converted as security deposit. The shortfall shall be deducted from running bills.
- e) In case of tenders not accepted, the Earnest Money shall be refunded within 30 days of the award of order/contract/LOI to the successful Bidder(s) or after the expiry of additional period whichever is later.

3. RIGHT TO REJECT ALL OR ANY TENDER:

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

4. VALIDITY OF TENDERS:

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

5. OPENING OF TENDER & SIGNING OF CONTRACT:

The designated committee of three officers/officials will open tenders on due date, time & place in the presence of any or all the tenders or their authorized representative on the production of letter of authority, who may like to be present at the time of opening of tender and they will append their signatures in the tender register in token of their presence.

In the event of tender being accepted an intimation shall be given to the contractor, who shall there upon attend office of Superintending Engineer/DS Circle, PSPCL, Jalandhar to execute the contract agreement 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. No payment will be released unless the agreement has been signed.

SECTION II: SCOPE OF WORK

The contractor shall provide vehicle (Honda City/Maruti Ciaz or equivalent in price) along with driver for official use of CE North (Z) PSPCL, Jalandhar. The vehicle shall be available for use round the clock for utilization in CE North (Z) PSPCL, Jalandhar. The vehicle can also be utilized for official visits to our offices in Punjab, Chandigarh, Delhi and also for deputing to the neighbouring States of Haryana, Himachal Pradesh, Rajasthan and J&K.

SECTION III: TECHNICAL/COMMERCIAL SPECIFICATIONS:

1. The type of vehicle should be Honda City/Maruti Ciaz or equivalent in price.
2. The vehicle should not be more than 4 years old.
3. Only Commercial Vehicle with yellow number plate, entry in Registration Certificate should be hired. If the contractor does not supply yellow number plate for the vehicle, then his security will be forfeited and he will black listed.
4. The vehicle shall be insured comprehensively, including insurance for driver and passengers, during the period of engagement with PSPCL Insurance premium shall be paid by the service provider. In case of any eventuality, lodging insurance claims with the insurance company shall be responsibility of the service provider.
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.
6. The service Provider shall obtain the passing/fitness certificate and update Registration of vehicle from the concerned authority at his own cost.
7. 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.

Service Provider shall also ensure that the driver possess valid driver's license. Validity of Driver's license and fitness of driver should be ensured from time to time.

SECTION IV: ADDITIONAL TERMS AND CONDITIONS

1. Vehicles shall be available for use round the clock for utilization for official duty of PSPCL.
2. Road tax for the vehicle shall be paid regularly and kept updated by the service provider.
3. Expenses towards fuel, Mobil oil, service charges and other repairs and maintenance of shall be borne by the Service Provider and the vehicles shall be always kept in good running condition. In case of breakdown of vehicle, alternate vehicle shall be made promptly available by the service provider.
4. Cost of vehicles registration insurance, service/repair, road tax, salary/emoluments/allowances of the driver or any other charges will be borne by the service provider. Only Fixed amount and variable charges for extra running kilometres, if any, shall be paid by PSPCL.
5. Any Halt charges, penalty including challan, damages, court case, police case, etc. shall be the sole responsibility of the service provider and PSPCL shall not be party in such cases.
6. Vehicles shall possess Valid Permit. No liability for the Inter State permit charges would be borne by PSPCL.
7. Toll Tax/Parking charges, etc. wherever paid, shall be reimbursed as per actual, subject to the production of its receipts.
8. Total liability including third party, if any, in case of the accident of the vehicle or due to any kind of act of omission shall be of the service provider. PSPCL, directly or indirectly shall not be responsible.
9. Variation of 05 paise for vehicles, for every Rs. 1/- variation in diesel cost, taking the base rate of diesel (@ 90.25) shall be applicable on actual kilometres run, effective from the 1st day of the subsequent month.
10. Outstation Night halting charges from 10.00 pm to 06.00 am shall be Rs. 300/-.
11. The driver shall be punctual and polite and shall not be under the influence of any Intoxicating drink or drug. The service provider shall be responsible for the conduct of the driver in case of any complaint regarding the conduct of the driver, he shall be replaced immediately.
12. 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.
13. Maximum upto 4 days off in a month shall be allowed including for service and upkeep of vehicle, without any deduction of payment, provided the vehicle has been regularly in use prior to the service. This would be permitted on prior intimation to the concerned officer/office. 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.
14. Service provider shall ensure mobile facility to the driver at its own cost.
15. Log book should be maintained by the service provider
16. All the entries of each journey like date, Place ('from' as well 'to'), Time of departure & arrival initial/final Kilometres 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.
17. GST shall be payable by the service provider and service receiver as per the instructions issued by the Central Govt. from time to time.
 18. In case services of service provider are not satisfactory on any account, the contract can be terminated by giving 15 days' notice.
 19. In case of lockdown or any other such type of situation, the rate of extra kilometres will be charged (recovered) for less kilometres run from the monthly minimum kilometres.
 20. In the future, if the Indian Govt. imposes ban on Diesel Vehicles, in such situation, if the contractor provides the equivalent petrol vehicles at the same Diesel rate and same Terms & Conditions as mentioned in the Policy, then it shall be acceptable.
 21. 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.
 22. Work order shall be initially for a period of one year and the same shall be extendable on year-to-year basis for a further period of two years, subject to the performance of the Vehicle/ Service Provider. Hence the maximum period for which a vehicle can be hired is 3 years. After a period of 3 years, a new tender can be floated.

SECTION-V: PERFORMANCE OF THE CONTRACT & PAYMENTS

1. SECURITY DEPOSIT:

- a) The successful Bidders shall be required to submit security deposit for faithful execution of the Work Order/Contract at the rate of five percent (5%) of value of works completed, rounded off to a multiple of Rs. 10/- on the higher side.
- b) Ordinarily, in the case of successful Bidders, the Earnest Money received with the tender shall be converted into security deposit. After adjusting the EMD amount, 5% deduction shall be made from the running bills as security deposit from time to time.
- c) No interest shall be paid on the Security Deposit.
- d) On faithful execution of Work order/contract agreement in all respects, the security deposit of the supplier shall be released by PSPCL.
- e) In the event of a default on the part of the contractor in the faithful execution of work order, his security deposit shall be forfeited. The forfeiture of security deposit shall however, be without prejudice to any other right arising of accruing to the PSPCL under relevant provisions of the work order like penalty /damages for delay in delivery including suspension of business dealing with PSPCL for a specific period.

2. PAYMENT CLAUSE:

Payment shall be made by cheque on monthly basis on the basis of Log Book. No advance payment on any account shall be made.

3. **PENALTY:** 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.

4. FORCE MAJEURE:

If at any, time during the continuance of the work the performance in whole or in part by either party of any obligation under this contract, shall be prevented or delayed by reasons,

of any war, hostility, acts of public enemy, Civil Commotion, sabotage floods, explosion, epidemics, fires or other acts of God, strikes and lockout (hereinafter referred to as eventualities) then, provided notice of the happening of any such eventuality is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall 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 delay in performance and construction of work under this contract shall be resumed as soon as practicable after such eventuality has ceased. Appropriate extension in time of completion shall be granted.

5. JURISDICTION

The filing of any suit in case of any dispute shall be within the jurisdiction of the Courts at the Headquarters of PSPCL's contract signing authority. The Addl. SE / Sr. Executive Engineer In charge of work shall defend, initiate as required, the cases including arbitration case on behalf of the Owner.

6. NEGOTIATION

No negotiation affecting prizes or basic features of NIT/Tender document/Specification shall be conducted with contractors after opening of offers except under specific orders of accepting authority after the reasons to be recorded. Negotiations, if required, shall only be held with the L-1 Bidder.

7. 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, of any share, or interest therein to any other person.

8. SUB CONTRACT


The contractor shall not sublet any portion of the contract without the prior written approval of the Chief Engineer, North (Z), PSPCL, Jalandhar.

9. CANCELLATION

In case services of service provider are not satisfactory on any account, the contract can be terminated by giving 15 days' notice.

All other General terms & conditions of PSPCL (erstwhile PSEB) Works Regulations 1997 corporate Transport Policy of PSPCL 2023, amended up to date, shall also be applicable. However specific terms & conditions provided in this tender document shall over ride the General terms & conditions in case of any dispute.

DA/Annexure-A


Superintending Engineer
DS. Circle PSPCL
Jalandhar.