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OPEN TENDER

Tender Enquiry No.06/RE/O&M/2023-24

Dated:31.08.2023

To

REGD:

Memo No. 9990 /

Dated:31/08/2023

Sub: Hiring of 3 No. vehicles along with driver for RSD Project.

This office has floated the subject cited Open tender enquiry for hiring of outsourced vehicles for RSD. Tender documents shall be available for sale from the O/o RE/O&M Division, RSD, PSPCL, Shahpurkandi. PART-I and PART-II shall be opened in the O/o RE/O&M Division, RSD, PSPCL In the presence of the bidder/ their representatives who may like to be present.

1	Cost of tender documents	Rs.1180/- (Inclusive of 18%GST) non refundable
2	Earnest money (to be deposited through DD in the favour of A.O Pre-audit, RSD, PSPCL, Shahpurkandi	Rs.28580/-(@2% of the Tender Value)
3	Start date of sale of tender document	06.09.2023, from 11.00 AM onwards
4	Last date and time to submit tender	11.10.2023 upto 12.30PM
5	Opening of PART-1 (Tender fee + EMD)	11.10.2023 at 01.00PM
6	Opening of PART –II (Financial/ Price bid)	11.10.2023 at 01.30PM

**DA: Terms & Conditions (SECTION-I & SECTION-II),
Annexure-A(Price Bid), Annexure-B**

Resident Engineer
O&M Division, PSPCL,
RSD, Shahpurkandi.
31/8/23

GENERAL TERMS AND CONDITIONS

The following instructions must be carefully observed by all tenderers. Quotations/tenders not strictly in accordance with these instructions are liable to be rejected:-

1. Bidders are required to submit Demand Drafts for Tender document fees of Rs.1000 + GST @ 18% = Rs.1180/- and EMD amount @2% of the quoted rate respectively in single Envelope super scribed with "Tender Document Fee and EMD amount".
2. **SUBMISSION OF TENDER:-** Tender shall be submitted in two parts i.e Part-I & Part-II along with forwarding letter in outer envelope stating that price bid is enclosed in second inner envelope only:
 - a) **PART-I:-** The first part will consist of Tender Fee/earnest money deposit as per clause-1 in the form of DD/BA-16 in favour of A.O/Preaudit, RSD, PSPCL, Shahpurkandi. In case Tender fee/earnest money is not found in order Part-II will not be considered.
 - b) **PART-II:-** The 2nd part would consist of Bidder information /profile to be provided in the preforma "Annexure-A". The price bid/commercial bid would be opened only in respect of those tenders/bidders who are found suitable/capable of handling the job as per requirement of PSPCL and whose consent to abide by the terms and conditions of the tender is obtained.
3. The quotation should be sent **on letter head of the firm duly typed.**
4. 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 may lead to rejection of another-wise competitively lowest offer.
5. Telegraphic quotations will not be accepted.
6. The officer inviting tenders reserves the right to modify the schedule of requirements, technical particulars and the specifications at any time and to place the order as a whole or in part 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.
7. Quotations/Tenders shall be enclosed in envelopes addressed to RE/O&M Division, RSD, PSPCL, Shahpurkandi. All envelopes shall be sealed and superscripted 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.
8. Quotations/Tenders shall be received in the office of RE/O&M Division, RSD, PSPCL, Shahpurkandi up to 12:30 Hrs on the due date i.e 11.10.2023 and shall be opened in the same office thereafter at 1.00PM Hrs on dated 11.10.2023 in the presence of Tenderers or their Agents if they 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.
9. **TENDER FEE:-** Tender fee of Rs.1000 + GST @ 18% = Rs.1180/- should be attached with quotation in the shape of demand draft/ BA-16 in favour of A.O Pre-audit, RSD, PSPCL payable at Jugal which will be non-refundable.

10. EARNEST MONEY:-

- a. The tenderer shall be required to submit Earnest Money @ 2% of Tender value rounded off to a multiple of Rs.10/- on the higher side subject to a minimum of Rs.5000/- and maximum of Rs.10 Lac
 - b. Public sector undertakings owned by Punjab Govt./ Central Govt./Other state Govt. are exempted from earnest money.
11. Tender received without earnest money/ Tender fee as specified above shall be rejected.
 12. Service Provider provides the vehicle within 21 days of issue of work order.
 13. Tenderers must keep their offers valid for 120 days for acceptance and may be asked to extend the same thereafter.
 14. Negotiations, if required, shall not be held except with the lowest tenderer.
 15. All legal proceedings in connection with this tender enquiry shall be subjected to the territorial Jurisdiction of the local Civil Courts at PATHANKOT only.
 16. Firm will submit the proof of following documents with first monthly running bill.
 - i. Proof of PAN Number and GST number (if applicable).
 - ii. Copy of valid Registration Certificate of the vehicle.
 - iii. Copy of valid Insurance & PUC.
 - iv. Receipt of TAX/LCV Tax Certificate.


Resident Engineer
O&M Division, PSPCL,
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DETAILED TERMS AND CONDITIONS FOR OUT SOURCES/ HIRING OF VEHICLE ALONG WITH DRIVER

1. RATES:

- a. Contactor will quote Monthly fixed charges for 1000 km and per KM Charges beyond 1000KM upto 1200KM assuming the base rate of diesel as Rs.90.25/- as on 01/04/2022.
- b. Rates quoted should be firm and inclusive of all taxes (including GST), duties, levies etc. and no extra payment shall be made by the PSPCL in this regard. Any increase during the period of contract in taxes, levies shall be borne by the service provider at his risk and cost. No reimbursement on this account shall be given by PSPCL. Rates should be quoted as per Price Bid Performa attached here with **(Annexure-A)**. The rates should be quoted in both words and figures.
- c. L-1 shall be decided by considering the total journey for each month as approximately as applicable 1200km.

2. GOODS AND SERVICES TAX:

PSPCL is registered centrally in the state under GSTIN 03AAFCP5120Q1ZC. Deduction of GST shall be done according to GST Circular No.01/2020 Memo No. 3157/3331/GST-16 Dt. 10/06/2020 of PSPCL, Patiala according to which GST @5% shall be deducted from every monthly bill submitted and shall be deposited to Government by PSPCL under Reverse charge mechanism. Further any amendment from Govt. in GST Act in future shall be applicable. GST shall be payable by the service provider and service receiver as per the instructions issued by the Central Govt. from time to time.

3. PERIOD OF CONTRACT:

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 continue in the department up to 7 year of its life. Hence the maximum period for which a vehicle can be hired is 4 years.

4. Only Commercial Vehicle with yellow number plate, entry in Registration Certificate should 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 black listed.
5. Vehicles shall be available for use round the clock, for utilization at our offices in Punjab, Chandigarh, Delhi and also for deputing to the neighbouring States of Haryana, Himachal Pradesh, Rajasthan and J&K.
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 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.
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. Toll Tax/ Parking charges, etc. wherever paid, shall be reimbursed as per actual, subject to the production of its receipts.
14. 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.
15. 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.
16. The seats will be well cushioned and should have fine, neat and clean seat covers and vehicle should have rubber floor mats.
17. Service Provider shall also ensure that the Drivers possess valid driver's license. Validity of Driver's license and fitness of driver should be ensured from time to time.
18. 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.
19. 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.
20. EPF, if applicable in respect of drivers engaged by tenderer will be borne by the service provider of the vehicle. The contractors will deposit the proof of deposit of EPF in respect of previous month while submitting claim for next month.
21. 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.
22. 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.

23. 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.
24. Service provider shall ensure mobile facility to the driver at its own cost.
25. Log book should be maintained by the service provider.
26. All the entries of each journey like Date, place ('from' as well as '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 vehicles log book.
27. Payment shall be made by NEFT/ RTGS on monthly basis on the basis of Log Book, duly certified by the concerned officer. No advance payment on any account shall be made.
28. 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 rate of Rs.90.25/- as on dt.01.04.2022 shall be applicable on actual kilometres run, effective from the 1st day of the subsequent month.
29. Income tax and other taxes, charges shall be deducted as per prevailing rates while clearing the bills for payment.
30. In case services of service provider are not satisfactory on any account, the contract can be terminated by giving 15 days, notice.
31. 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
32. **SPLITTING OF WORK:-**
 - a) The Owner 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 whatsoever reason or during the progress of work due to unsatisfactory progress of work by the contractor. The Owner will not entertain any claim from any contractor as a result of such splitting up. The Owner 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.
 - b) The Owner also reserves, the right to inject labour, T&P & materials at the contractor's cost at any stage of work and also to inject labour in case law and order situation deteriorates in the region due to which Contractor's labour leaves the site or the progress is not commensurate with the committed schedule fixed by the Engineer-In-Charge for achieving target for completion of any activity , or part thereof and recover cost, thereof from bills of the contractor and/or security deposit and the contractor will not have any right to object.

33. ARBITRATION CLAUSE:

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

34. 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.

35. The Head of the office, for which the outsourced vehicle has been hired and the officer/official in-charge of the vehicle shall be held directly responsible for non-compliance/ non-implementation of these instructions.

36. Outstation Night halting charges from 10.00 pm to 06.00 am shall be RS.300/-

37. 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.

38. SECURITY DEPOSIT:

- i. Amount of earnest money already deposited shall be retained as security deposit for faithful execution of this contract. 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 contractor on the amount of security deposit.
- ii. In the event of default on the part of the contractor in the faithful execution of contract, security deposit shall be forfeited. The forfeiture of security deposit shall however be without prejudice to any other rights arising of acquiring to the PSPCL under relevant

provisions of the contract like penalty/damages for delay in delivery including suspension of business dealing with board for a specific period. It will however be refunded after the contract has been executed faithfully.


- iii. In the event of default on the part of the contractor in the faithful execution of contract, bill of the contractor shall not be paid.
 - iv. The security deposit shall be refunded to the contractor after the expiry of contract.
39. The local contact number i.e. phone, mobile number and address should be intimated to this office immediately.
 40. 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.
 41. The driver hired on contract basis should have minimum experience of more than 2 years and should be well conversant with the various locations. In case of accident due to negligence of driver, the contractor will bear the whole responsibility with regard to accident.
 42. **CANCELLATION OF WORK ORDER:** The PSPCL has 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 contractor by giving 15 days' notice. Decision of PSPCL will be final and binding on the contractor in this regard.
 43. All relevant clauses of Works Regulations-1997 & Corporate Transport Policy of PSPCL issued by Dy. Secretary General, PSPCL Patiala vide Memo no. 3304/4203/GB/ V-612 dated 31/01/2023 as amended from time to time shall also be applicable.
 44. The contractor will execute contract agreement on non-judicial stamp paper worth Rs.100/- within 15 days from the issue of this contract. A specimen of the contract agreement to be executed is attached herewith as Annexure-B.
 45. **ACKNOWLEDGEMENT:** The receipt of Work-Order may be acknowledged, intimating the date of receipt of Work-Order within 7 days positively.

CC:

1. Dy. CE/ O&M Circle, RSD, PSPCL, Shahpurkandi.w.r.t their office U.O No.2060 dated 07.08.2023.
2. A.O. (P), RSD, PSPCL, Shahpurkandi.w.r.t their office U.O No.225 dated 28.07.2023.
3. AEE/ S&T, S-Divn, RSD, PSPCL, Shahpurkandi.w.r.t their office U.O No.298 dated 24.04.2023.

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31/8/23



Resident Engineer
O&M Division, PSPCL,
RSD, Shahpurkandi
31/8/23

ANNEXURE-A**PRICE BID****PRICE BID FOR HIRING 3 NO. VEHICLE ALONG WITH DRIVER FOR RSD PROJECT.**

Sr. no.	Description of work	Qty. offered by tenderer	Fix monthly charges upto 1000 KM (Rs.)	Rate per KM for additional journey beyond 1000KM and upto 1200km considering base diesel rate of Rs. 90.25/-	Total amount per month (Rs.) (col.4+col.5)	GST in % on col. 06	GST Amount (Rs.)	Total Amount per month (Rs.) (col.6+col8.)
1	2	3	4	5	6	7	8	9
1.	Hiring of 3 no. diesel vehicle (Mohindra, Bolero, TUV 300/Xylo or equivalent having ground clearance minimum 180mm) along with Driver as per PSPCL Terms and conditions & tender enquiry.							

NOTE:

1. In case firm/Service provider with L-1 rates provides one/two vehicle only, then balance two/one vehicle as the case may be the firm with L-2 rates shall be considered on L-1 rates. The Tenderer will clearly mention the no. of vehicles offered.
2. The rate shall be quoted considering base Diesel Rate @Rs.90.25/- as on 01/04/2022.
3. Variation of 05 Paise for cars and 08 paise for other vehicles, for every Rs.1/- variation in diesel cost, taking the base rate of diesel @90.25/- as on 01/04/2022 shall be applicable on actual KMs its run that is fixed and extra KMs.
4. Firm/Service Provider will clearly mention the applicability of GST.


Resident Engineer
 O&M Division, PSPCL,
 RSD, Shahpurkandi.


 3/6/23

CONTRACT AGREEMENT FORM

This contract Agreement made this.....in the year 2023 between PSPCL hereinafter called "Owner" and..... having their Regd. Office at..... hereinafter called "Contractor" for the "Hiring of vehicle along with driver for RSD Project" on the rates mentioned in enclosed annexure- B for one year with immediate effect, in accordance with Tender enquiry no.06/RE/O&M/2023-24 dated 31.08.2023 and Contractor's proposal 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 Hiring 1 No. vehicle along with driver for RSD Project on monthly basis as per work order no.06/RE/O&M/2023-24 dated 31/08/2023.

In view of the foregoing, the Owner 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 Contract's proposal and related correspondence and the work order acknowledged/accepted by the contractor form part of this agreement.

This agreement contains one page.

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

Contractor


Resident Engineer
O&M Division, PSPCL,
RSD, Shahpurkandi.

WITNESSES