

**Terms and Conditions for Hiring of following Vehicle for Assistant Executive Engineer,
Civil Line Sub Division, Patiala against enquiry no. 02/2024-25 dated 05-12-2024**

Sealed Quotations are invited for hiring of following class of vehicle of model not old than year 2020, with Punjab Taxi Registration Number for the office of Assistant Engineer, Civil lines Sub Div. Patiala Under Model Town Division Patiala on monthly basis. The Contractor will quote the rates as per 'Schedule of Prices' on the enclosed Performa attached herewith as Annexure-1 for price bid.

Sr. No.	Name of Work	No. of Vehicle	Period of Contract	Office
1	Mohindra Genius/Bolero/Tata-207/408 or equivalent vehicle.	1	1 Year	Assistant Executive Engineer Civil Line Sub Division, Patiala

Quotation can be submitted upto 05-08-2024 by 02.00 P.M. and the same will be opened on 05-08-2024 at 03.00 P.M in presence of those contractors/bidders who wish to be present at the scheduled time.

TERMS & CONDITIONS/SPECIFICATIONS

SECTION-I: GENERAL INSTRUCTIONS AND ELIGIBILITY CRITERIA

1. SUBMISSION OF TENDERS:

- a) The tenders are being invited only through Offline mode. In case of any clarification the prospective bidder may contact office of Addl.SE/Model Town Division, PSPCL Patiala well in time before the due date for submission of tender.
- b) All tenders must be accompanied by the earnest money as prescribed except in the case of those tenders who are specifically exempted.
- c) The tenderer should have a valid PAN Number/ GST Number.
- d) Manual tenders, Tenders received after due date in any form/case shall not be entertained.
- e) Conditional tenders, telegraphic tenders, tenders received through telex or fax, tenders not on prescribed formats or tenders without earnest money shall not be accepted.
- f) The tender must be complete in all respects.
- g) 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.
- h) All terms and conditions of PSPCL (erstwhile PSEB) Purchase Regulations and Works Regulations amended up to date will be applicable.
- i) The prospective bidders are requested to visit the PSPCL website periodically even after downloading the specification to check for corrigendum issued, if any.
- j) In case of Tender process is not completed due to any reason, no Corrigendum will be published in Newspaper. Detail regarding Corrigendum may be available on notice board and official PSPCL website www.pspcl.in.
- k) 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
- l) The Bids shall be submitted as per Annexure-I of this tender document.

2. EARNEST MONEY:

- a) The contractor is required to submit Earnest money deposit @ 2% of Contract Value i.e 9500/- in the shape of D.D. in favour of PSPCL. Bids received without Earnest money will not be opened and are liable to be rejected .
- 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.
- 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 tenderer(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. 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 thereupon attend office of AEE, Civil Line Sub Division, PSPCL Patiala to sign copies of the specification and other documents and 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 (Mohindra Genius/Bolero/Tata-207/408 or equivalent) along with driver for official use of AE, Civil Line Sub Division, PSPCL Patiala. The vehicle shall be available for use round the clock for utilization in Civil line Sub division of PSPCL. The vehicle can also be utilized for official visits to our offices in Punjab, Chandigarh, Delhi and also for deputation to the neighboring States of Haryana, Himachal Pradesh, Rajasthan and J&K.

SECTION III: TECHNICAL/COMMERCIAL SPECIFICATIONS:

1. The type of vehicle should be Mohindra Genius Bolero/Tata-207/408 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 be 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 the 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.
8. 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 shall be borne by the Service Provider and the vehicles shall be always kept in good running condition. In case of breakdown of vehicle, alternate vehicle shall be made promptly available by the service provider.
4. Cost of vehicles registration insurance, service/repair, road tax, salary/ emoluments/allowances of the driver or any other charges will be borne by the service provider. Only Fixed amount and variable charges for extra running kilometers, if any, shall be paid by PSPCL.
5. Any Halt charges, penalty including challan, damages, court case, police case, etc. shall be the sole responsibility of the service provider and PSPCL shall not be party in such cases.
6. Vehicles shall possess Valid Permit. No liability for the Inter State permit charges would be borne by PSPCL.
7. Toll Tax/Parking charges, etc. wherever paid, shall be reimbursed as per actual, subject to the production of its receipts.
8. Total liability including third party, if any, in case of the accident of the vehicle or due to any kind of act of omission shall be of the service provider. PSPCL, directly or indirectly shall not be responsible.
9. 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 kilometers 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 Kilometers readings along with KMs run, Purpose (along with additional details required in case of transportation of store material Signatures of official/officer performing journey (along with his designation) etc. should invariably be made in the vehicle's log book.
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 kilometers will be charged (recovered) for less kilometers run from the monthly minimum kilometers.
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 tenderers 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 tenderers, 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 nonperformance or delay in performance and construction of work under this contract shall be resumed as soon as

practicable after such eventuality has ceased. Appropriate extension in time of completion shall be granted.

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 ASE ,Model Town Division PSPCL, Patiala.

9. CANCELLATION

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

- 10.** All other General terms & conditions of PSPCL (erstwhile PSEB) Works Regulations 1997, amended up to date, shall also be applicable. However specific terms & conditions provided in this tender document shall override the General terms & conditions in case of any dispute.

All other terms and conditions of PSPCL Works Regulations 1997 amended time to time & other relevant instruction of PSPCL will be applicable on the contract.

Annexure-1

SCHEDULE OF PRICES

Hiring charges for following vehicle (One no.) for 1 year is as under:-

Mohindra Genius/Bolero/Tata-207/408 or equivalent vehicle. (Please specify)

Sr. No.	Hiring charge	Rates/Charges per month in Rs.
1	Monthly fixed charges (including rental, driver, and maintenance of vehicle etc. as per detailed terms and conditions/specifications and including of upto 1000 KMs of journey) for hiring of Mohindra Genius/Bolero/Tata-207/408 or equivalent vehicle.	

Note:

1. Fuel cost for extra KMs shall be Rs. 10.0/- per KM at diesel cost of Rs. 90.25/- per liter.
2. Variation of 5 Paise per Rs. 1/- variation in Diesel cost shall be applicable on 1000 KM included in base rate and extra kilometers from the 1st day of subsequent month.
3. GST shall be paid extra as applicable. Firm shall clearly mention the present rate of applicable GST.

I have read all the terms and condition of the quotation & quoted the Rate/Charges as above according to the stipulated terms and conditions.

Date_____

Signature of the contractor_____

Place_____

Designation_____

Company_____

Phone_____