

CONTENTS

Sr. No.	Description	Page No.
1	Tender Notice	2
2	General Instructions to be observed by tenderers	3-4
3	Other Terms & Conditions/Specifications	5-8
4	Annexure A: Tender Acceptance Letter	9
5	Annexure B: Details of vehicle offered by contractor for hiring by PSPCL	10
6	Annexure C: Price bid for providing of Hiring services of vehicles on Monthly bases	11
7	Annexure D: Contract Agreement	12



PSPCL
Powering Punjab, Enriching Lives.

Punjab State Power Corporation Limited

Office: Addl. Superintending Engineer/DS Division, PSPCL, Zirakpur
Mobile No. 9646110033, E-mail: xendszrk3@gmail.com

TENDER NOTICE

1.	Tender Enquiry No.	05/2023
2.	Short Description	To hire the vehicle (Mohindra Genius/Bolero/Tata-207/408 (Double Door) or equivalent in price) for official use of Sub Division Tech-2 Dhakoli under DS Division Zirakpur.
3.	Est. Cost of the work (1 year)	Rs. 5.6 Lakhs (approx.)
4.	Tender Document Cost (Non-Refundable)	Rs 1180/- (Rs. One thousand one hundred eighty only)
5.	EMD	Rs. 13000/- (Thirteen Thousand only)
6.	Start date with time for getting tender documents from Office DS Division, PSPCL, Zirakpur	25.01.2024 10.00 AM
7.	Last Date with time for getting tender documents from Office DS Division, PSPCL, Zirakpur	07.02.2024 (02:00 PM)
8.	Last Date & time of Submitting of tenders	07/02/2024 (02:00 PM)
9.	Date & time of Opening of Tender/EMD & Technical bid	08/02/2024 (11:00 AM)
10.	Date & time of Opening of price bid	08/02/2024 (12:00 AM)

Note:-


1. Detailed information regarding Tenders can be taken from PSPCL Division, Zirakpur, or can be downloaded from PSPCL official website: www.pspcl.in
2. 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 PSPCL official website: www.pspcl.in


Addl. SE
DS Division, Zirakpur

GENERAL INSTRUCTIONS TO BE OBSERVED BY TENDERERS:

1. The following instructions must be carefully observed by all tenderers. Quotations/tenders not strictly in accordance with these instructions are liable to be rejected: -
 - i) Bidders are required to submit Demand Drafts for Tender document Fees of Rs.1000 + GST @ 18% =Rs. 1180/- and EMD amount of Rs.13000/- resp. ectively in single Envelope superscribed with "Tender Document Fees and EMD amount". Annexure -A also required to submit in this envelope.
 - ii) Technical Documents (Annexure- B along with documents) of Bidders shall be opened only, if documents provided as detailed in para (i) above found in order. Annexure -B along with documents required to submit in single Envelope superscribed with "Technical Documents".
 - iii) Price/Financial Bid Documents (Annexure- C) of Bidders shall be opened only, if documents provided as detailed in para (ii) above found in order found successful in (ii) above shall be opened only. Annexure -C are required to submit in single Envelope superscribed with "Financial Documents".
 - iv) Tenderer do not forget to super scribe the each envelope with the "name of firm & detail of tender and due date of opening of tender".
 - v) 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.
 - vi) Telegraphic quotations will not be accepted.
2. 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.
3. Quotations/Tenders shall be enclosed in envelopes addressed to **Addl. SE, Operation Division, PSPCL Zirakpur**. All envelopes shall be sealed and superscribed with Tender No. as given at the right hand top corner of the inquiry or in the Tender Notice together with the date on which the tender is due.
4. Quotations/Tenders shall be received in the office of **Addl. SE, Operation Division, PSPCL Zirakpur** up to 11:00 Hrs. on the due date given in the tender notice and shall be opened in the same office thereafter at 15:00 Hrs in the presence of 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.
5. **Tender fee:**
Tender fee of Rs. 1000 + GST @ 18% =Rs. 1180/- should be attached with quotation in the shape of demand draft in favour of **Punjab State Power Corporation Limited payable** at State Bank of India, Zirakpur which will be non-refundable.
6. **Earnest Money:**
Earnest money should be submitted in a separate envelope on which the word 'Earnest Money' should be super scribed without which tender/quotation envelope will not be opened. 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 13000/-.
7. Public sector undertakings owned by Punjab Govt./Central Govt./Other state Govt are exempted from earnest money.
8. Tender received without earnest money/Tender fee as specified above shall be rejected.
9. The tenderers shall bring all the original documents at the time of submission of application for purchasing of tender documents and also attach attested copies of the same with Annexure-B as under:
 - i. Proof of PAN Number.
 - ii. Affidavit attested by the appropriate authority stating that contractor/firm is not blacklisted by any Govt. / Semi Govt. Dept.
 - iii. Bank solvency certificate or affidavit to the effect that transporter/Tenderer is not bankrupt.
 - iv. Permanent EPF Account number issued by the EPFO authorities, if applicable.
 - v. Valid GST No. if applicable.

10. 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.
11. Tenderers must keep their offers valid for 120 days for acceptance and may be asked to extend the same thereafter.
12. Negotiations, if required, shall not be held except with the lowest tenderer.
13. All legal proceedings in connection with this tender enquiry shall be subjected to the territorial Jurisdiction of the local Civil Courts at Derra bassi only.
14. Tenderer must have permanent EPF account number issued by the EPFO authorities, if applicable.


Addl. SE/DS
PSPCL, Zirakpur

OTHER TERMS & CONDITIONS/SPECIFICATIONS

1. **EARNEST MONEY:** The tenders shall be required to deposit Earnest Money @ 2% of Tender value rounded off to a multiple of Rs 10/- on the higher side subject to a minimum of Rs 13000/- in the shape of Demand Draft in favour of ***Punjab State Power Corporation Limited payable*** at State Bank of India, Zirakpur in a separate sealed cover except in the following cases:-
 - I. Public Sector Undertakings fully owned by Punjab Government/Central Government/Other State Govt.
 - II. Firms/Contractors having permanent Earnest Money Deposit for the requisite amount with Punjab State Power Corporation Limited.Earnest money shall be forfeited in case of with-draw/modification of an offer within the validity period, as required in the NIT/Tender specification. In case of successful tenderer, Earnest Money shall be converted as Security Deposit. Earnest money deposit of unsuccessful tenders will be refunded as per rules after finalizing the tenders. No interest will be paid on the earnest money.
2. **TENDER TO BE INVALIDATED:** The tender must be complete in all respects. Conditional, incomplete or not properly sealed tenders and tenders received late due to any reason whatsoever will be rejected.
3. **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.
4. **SIGNING OF TENDERS:** Tenders shall be signed by the service provider or person holding Power of Attorney to do so. Necessary documents in support thereof should be enclosed with tender at the time of submission, failing which the tender may not be considered.
5. At the time of hiring, vehicle must not be more than Four years old.
6. The vehicle shall solely be used for P.S.P.C.L's works during the entire contract period.
7. **RATES:**
 - a) Contactor will quote Monthly fixed charges for 1000 km and per KM Charges beyond 1000 KM assuming the base rate of diesel as Rs. 90.25/-.
 - 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 Quoting Performa attached here with (**Annexure-C**). 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 km.***
8. **GOODS AND SERVICE 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.

9. **PERIOD OF CONTRACT:** The work Order for out-sourcing of vehicles, for the vehicles not more than 4 years old, shall be initially for a period of one year and the same shall be extendable on year to year basis for future 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.
10. Only light commercial vehicle (L.C.V.) with yellow name plate shall be hired and entry of the same must be in the R.C. If the contractor does not supply yellow number plate vehicle then his security will be forfeited and he will blacklisted.
11. 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.
12. 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.
13. The vehicles shall be insured comprehensively, including insurance for driver and passengers, during the period of engagement with PSPCL. Insurance premium shall be paid by the service provider In case of any eventuality lodging insurance claims with the insurance company shall be the responsibility of the service provider.
14. Road tax for the vehicle shall be paid regularly and kept updated by the service provider.
15. Service Provider shall have valid pollution certificate for the vehicles and the same should be available with the driver to be produced on demand.
16. The service Provider shall obtain the passing/fitness certificate and update Registration of vehicle from the concerned authority at his own cost.
17. Expenses towards fuel, Mobile 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.
18. 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 kilo meters, if any, shall be paid by PSPCL.
19. Any halt charges, Penalty including any kind of challan, accident, damages, court case, police case etc. shall be the sole responsibility of the service provider and PSPCL shall not be party such in cases.
20. Vehicle should possess an All India Permit. No liability for interstate permit charges would be borne by PSPCL.
21. Toll Tax/Parking charges etc. wherever paid, shall be reimbursed as per actually subject to the production of its receipts.
22. 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.
23. 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.
24. The seats will be well cushioned and should have fine, neat and clean seat covers and vehicle should have rubber floor mats.
25. **DRIVERS:**
- Efficient & healthy drivers possessing a valid license for running the vehicle should be provided by the tenderer at his own cost.
 - Validity of Driver's license and fitness of driver should be ensured from time to time.
 - Service provider shall ensure mobile facility to the driver at its own cost.
 - The drivers should be well behaved, punctual & polite and under no circumstances, driver of the vehicle be under the influence of any intoxicating drink or drug. The service provider shall be responsible for the conduct of the drivers. In case of any complaint regarding the conduct of the driver, he shall be replaced immediately.

- v. PSPCL shall have all the rights to discontinue the hiring of vehicle if in the opinion of the officers of the PSPCL the behaviour of the driver is found objectionable, and opinion in this regard shall be final and binding on the contractor.
 - vi. The driver of the vehicles should be made available for 24 hours at the destination of vehicle and can be called at any time.
 - vii. 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.
26. 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.
 27. The log book of vehicle shall be maintained as the logbooks of PSPCL vehicle are maintained.
 28. 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), signature of official/officer performing journey (along with his designation) etc should invariably be made in the vehicle's log book.
 29. In case services of service provider are not satisfactory on any account, the contract can be terminated by giving 15 days' notice. Decision of PSPCL will be final and binding on the contractor in this regard.
 30. 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.
 31. 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 & Condition as mentioned in the Policy, then it shall be acceptable.
 32. The bidder shall produce diesel bills in token of buying diesel for the hired vehicle to check the variation in the rate of diesel each month. If he fails to produce the bills for diesel, then engineer -in - charge will deduct the amount as applicable from the bill presented by the contractor in case the diesel price gets decreased by one rupee or more.
 33. **PAYMENT:**
 - a. The payment shall be made on monthly basis on the presentation of the bills along with Log Book duly verified and approved by the concerned officer in the succeeding month by concerned **Addl. SE, Operation Division, PSPCL Zirakpur** through Cheque/RTGS. No advance payment on any account shall be made.
 - b. 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 as Rs 90.25 as on 01.04.2022 shall be applicable on actual kilometres run, effective from the 1st day of the subsequent month.
 - c. The Kilometres run, from the point of departure of vehicle for maintenance/repairs, the time it runs and re-joins the duties, shall not be considered for billing.
 - d. Income tax and other taxes, charges shall be deducted as per prevailing rates while clearing the bills for payment.
 - e. Rate of diesel during the month will be decided on average basis of rates of Punjab.
 - f. Outstation Night halting Charges from 10.00pm to 06.00am shall be Rs.300/-.
 34. **PENALTY:** In case of non-deputing of vehicle on call from the concerned officer or delay in sending the vehicle. Penalty of Rs.1000/- per default shall be leviable. In addition, no payment of that day will be paid.
 35. 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.
 36. EPF, if applicable in respect of drivers engaged by the 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.
 37. Non-compliance of agreement shall invite forfeiture of the earnest money of the tenderer so deposited with the PSPCL.
 38. Trial period shall be 30 days of operation. The order shall be confirmed thereafter subject to satisfactory performance.
 39. The successful contractor will have to execute an Agreement with PSPCL on non-judicial stamp paper

worth Rs. 50/- for faithful execution of the work as per Terms & Conditions of the Work Allotment Order.

40. NEGLIGENCE & DEFAULT

In case of any negligence on the part of a 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 15 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 contractor by the PSPCL for a minimum period of three years or in extreme cases, the firm shall be blacklisted forever.

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 contractor has defaulted, in addition to PEMD/ EMD lying with the concerned organization.

41. CANCELLATION:

The PSPCL has reserves the right the 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.

42. ARBITRATION:

- a) 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 regulation 1997 as amended from time to time.
- b) The work under the contract shall be continued during the arbitration proceedings and no payment due or payable by the Corporation shall be withheld on account of such proceedings.

43. JURISDICTION:

All legal proceedings in connection with the Purchase Order/Contract shall be subject to the territorial Jurisdiction of the local Civil Courts at Derabassi (Punjab) only.

44. All relevant clauses of Works Regulations-1997 & Corporate Transport Policy of PSPCL as amended from time to time shall also be applicable.

45. ACKNOWLEDGEMENT:

The receipt of Work-Order may be acknowledged, intimating the date of receipt of Work-Order within 7 days positively, otherwise normal period will be taken.


Addl. SE/DS
PSPCL, Zirakpur

Annexure-A
TENDER ACCEPTANCE LETTER

To,

**Concerned Office,
PSPCL,.....**

**Sub: Acceptance of Terms & Conditions of Tender.
Tender Reference No:**

Name of Tender / Work: - Hiring of Outsourced Vehicle

Dear Sir,

1. I / We have obtained the tender document(s) for the above mentioned 'Tender/Work' from the office. name of office: as per your advertisement.
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full earnest money deposit absolutely.

Signature:

Name of Authorized Signatory/Owner/Tenderer:

Address of Service Provider/Owner/Tenderer:

Mobile no:

Annexure-B

Details of vehicle offered by contractor for hiring by PSPCL

Sr. No.	Description	Detail
1	1 No. or equivalent Vehicle along with Driver	
2	Model and year of Mfg (Should not be more than 4 years old on the last date of submission of the tender documents)	
4	Registration number (vehicle should be LCV with yellow name plate)	
5	Name and address of owner	
7	Colour of vehicle	
9	Name of Org./individual providing the vehicle	
10	Year of Establishment	
11	Regd. office/address	
12	Hiring service provider license if any details.	
13	PAN No. (attach documentary proof)	
14	GST No. (attach documentary proof)	
15	Mobile No. of the contractor	

Note: Please ensure to enclose the attested photocopies of the above stated documents.

Signature and Seal of contractor
(Name of contractor)

Declaration:

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and in case any of the above information is found to be false, I am aware that I may be held liable for it.

Place

Date

(Signature of Contractor)

Annexure-C

PRICE BID FOR PROVIDING OF HIRING SERVICES OF VEHICLES ON MONTHLY BASIS FOR THE OFFICE OF, PSPCL,

TYPE OF VEHICLES: - Hiring of 1 No. or equivalent vehicle along with Driver as per PSPCL Terms & Conditions & tender enquiry.

Name of Contractor.-

PAN No.:

GST No. :

EPF A/C No.(if applicable):

Dated:

EMD deposited vide Cash receipt Demand Draft serial no.

Sr. No.	Description of works	Qty	Fix monthly charges including 1000 km	Rate per KM for additional Journey beyond 1000 km	Total Charges per month Assuming the journey beyond 1000 km and upto km at diesel base rate as Rs. 90.25/-.	GST %	GST Amount	Total annual charges including GST
1.	Hiring of 1 No. or equivalent vehicle along with Driver as per PSPCL Terms & Conditions & tender enquiry.	01 No.						

- Note: 1) Basis of Comparison: Total Quoted price = Rs. in Lumpsum for 1st 1000 Km + Rs. /Km multiply by Km.
 2) If a bidder does not quote GST % and total GST, then applicable GST shall be taken into consideration for calculation and comparison.

It is certified that the above rates are firm and inclusive of all taxes and liabilities.

Signature and Seal of
Contractor

Annexure-D

CONTRACT AGREEMENT

This Contract Agreement has been executed today on _____ between Punjab State Power Corporation Limited here in after called PSPCL and _____ here in after called " Contractor" for supply of one no. _____ (along with driver) on monthly basis to O/o *concerned office*, PSPCL, Place on the rates mentioned in the enclosed Annexure-B for one year with immediate effect, in accordance with Tender Enquiry No. _____ and contractor quotation dated _____ and subsequent correspondence made between the parties.

The PSPCL has appointed the contractor as authorized contractor for supply of _____ on monthly basis to O/o *concerned office*, PSPCL, Place..... vide Work Order No. _____ dated _____ mentioning therein detailed terms & conditions. The contractor while acknowledging Contract dated _____ has agreed to comply with the same.

This agreement contains _____ no. pages including Annexure A, B & C.

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

CONTRACTOR

*Addl. SE, Operation
Division, PSPCL Zirakpur*

WITNESSES