

PSTCL Tender Notice

Department Name	Sr.Xen/ Grid Construction Division PSTCL,Jalandhar
Tender Specification No.	Short term e-Tender enquiry no. 03/2023-24 dtd. 07/07/2023
Tender Issuing Authority	o/o Sr.Xen / Grid Construction Division PSTCL Jalandhar
Address detail of issuing Authority	Office of Sr.Xen / Grid Construction Division PSTCL Jalandhar At Grid Construction Division, Shakti Sadan, PSTCL, Jalandhar
Tender accepting authority	Sr.Xen / Grid Construction Division PSTCL Jalandhar
Place	Jalandhar
Contacting Officer	AEE/ Grid const. S/D,Crane Bay, PSTCL, Jamsheer Ph. No. 96461-17910 Sr.Xen / Grid Construction Division PSTCL, Jalandhar Ph. No. 96461-17910
Short Description	E-Tender enquiry no. 03/2023-24 against“ Hiring 01No. 2.5 Ton Capacity vehicle for Office of AEE/ Grid Const. S/D,Crane Bay, PSTCL, Jamsheer ”
Tender Publication	As per PRO policy
Eligibility Criteria	As per DNIT
Start date of downloading of tenders	From the date of publication i.e. 07/07/2023
Last date of downloading of tenders	24/07/2023 till 011-00 AM
Last date for tender submission	24/07/2023 till 011-00 AM
Tender Opening date & time	25/07/2023 at 01-00 PM
EMD	Rs. 17,500/-
Payment Mode	As per specifications of Tender enquiry
Payment in favour of	As per specifications of Tender enquiry
Contact Email ID	srxen-gcd-jld@pstcl.org
URL for addition information	www.pstcl.org
Tender document attachment	Print out of tender documents.
Tender information in detail	<p>In case the date of opening the tender shown above happen to be holiday, then the Tender shall be opened on the next working day the same place and time.</p> <p>It is mandatory for the bidders to quote through proper channel only. Tender specification can be downloaded from website (https://eproc.punjab.gov.in/and no hard copy of the same will be issued by this office.All tenders must be accompanied by earnest money at the rates prescribed in the tender documents except in the case of those tenderers who are specifically exempted there under. The EMD must be paid through online as per tender website i.e. https://eproc.punjab.gov.in/.</p> <p>The tenders should be submitted online by the listed date and time only. Telegraphic quotations and conditional quotations shall not be accepted. All received tenders shall be assumed agree to the terms and conditions of NIT/ Specifications.</p> <p>The tenders must valid for 120 days from the date of opening. All terms and conditions listed in NIT shall be applicable.</p> <p>Tenderers are advised to visit the https://eproc.punjab.gov.in/and www.pstcl.org for updates (if any) after the publication of tender.</p> <p>Please note that the tenders against this tender enquiry are being invited through e-tendering mode. In case of any clarification the prospective bidders may contact this office or M/s GePNIC as mentioned on the PSTCL website (https://eproc.punjab.gov.in/nicgcp) well in time before the due date for submission of tender.</p>

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Sr.Xen/ Grid Const. Division,
PSTCL, Jalandhar.

GENERAL TERMS AND CONDITIONS

E-TENDER & CONTRACT AGREEMENT

1.1 SUBMISSION OF TENDERS:

Notwithstanding anything contained to the contrary in the specifications of tenders or in subsequent exchange of correspondence, these conditions of contract shall be binding on the contractor 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 contractor shall be deemed to have fully informed himself and to have special knowledge of the provisions of the conditions of contract herein contained.

The following instructions must be carefully observed by all tenderers. Quotations/tenders not strictly in accordance with these instructions will be liable to be rejected. Failure to comply with any of the instruction or to offer explanation for non-compliance is likely to render effective comparison of the tender as a whole impossible and may lead to rejection of an otherwise apparently lowest offer.

- i) The tender must be completed in all respects.
- ii) Telegraphic/Tele fax/Telex quotations will not be accepted. The received tenders shall be assumed as agreed to all the terms & conditions of floated tender enquiry.
- iii) The tender/quotation shall be submitted in separate 03 parts, First part shall contain the EMD, the second part should contain all the required documents of vehicle, owner/firm, valid permits etc. and the third part shall contain the price bid/ rate quotation.
Only on success execution of part 1 and 2, the third part shall be opened for tenderer. In case the deposit of Earnest Money is in accordance with the terms of Notice inviting Tender only then the second part containing the tender shall be opened and subsequently the third part be opened after part-2. EMD shall be deposited by bidder through online mode as per procedure of e-tender.
- iv) Quotations/Tenders shall be received by due date and time given in the Tender Notice only and shall be opened by the committee at the given time in the presence of tenderers or their authorized representatives who may like to be present. In case due date of opening tenders happens to be a holiday, tenders shall be received and opened at same time/hours on the next working day.

1.2 TENDERS TO BE INVALIDATED

The tenders 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.



1.3 SIGNING OF THE TENDERS

Tenders shall be signed by the owner or person holding power of attorney by him to do so. Necessary documents in support thereof should be enclosed with bid at the time of submission, failing which tenders may not be considered.

1.4 EARNEST MONEY:

- i) The amount of Rs. 17,480 /- shall require to be deposited by tender.
- ii) In case of successful tenders earnest money shall be converted into security deposit excess to be refunded and shortfall to be paid by the contractor within 7 days of issue of allotment order.
- iii) In case of tenders not accepted, the Earnest Money shall be refunded as per procedure of e-tender.
- iv) Tenders without Earnest Money shall not be entertained/opened.

1.5 Validity of Allotment:

The validity of allotment order shall be of 01 year from date of placement of order which may or may not be extended further as per regulations of PSTCL Corporate transport policy.

1.6 ALL CUTTING/CORRECTIONS TO BE INITIALLED:

Each page of the tender document 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 also be signed with date by tenderer before submitting the tender. All corrections and additions or pasted slips should be initialed by the contractor. Non-compliance with these conditions will make the tender liable to rejection.

1.7 RIGHT TO REJECT ALL OR ANY TENDER:

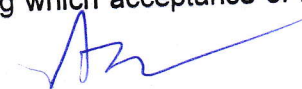
The officer inviting Tenders/contracting agency/PSTCL reserves the right to reject any or all the tenders/without assigning reasons. He will not be responsible for and will not pay any expenses or losses that may be incurred by tenderer in preparation of the tender. The tender issuing office also reserves the right to change the quantity and/or cancel the tender at any stage before allotment of work/ allotment order.

1.8 VALIDITY OF TENDERS:

The tenders and rates of tenders as submitted should be valid for acceptance for at least 120 days from the date of opening of part-3 of tender.

1.9 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 specification and other documents and to execute the contract agreement within specified dates of issues 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.

1.10 OPENING OF TENDER

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

1.11 GOODS AND SERVICE TAX:- PSTCL is registered centrally in the state under GSTIN03AAFCP4714J1ZK

1) 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.

2) 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 PSTCL has been/shall be paid to the GST Authorities.

3) Certified that the goods, on which GST has been charged have not been exempted under GST Act or the rules made there-under and that the GST charged on these goods is not more than what is payable under the provisions of relevant act.

4) Certified that we shall indemnify the PSTCL 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.

5) Certified that we are registered dealer under the GST Act and our registration No. is _____

i) 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.

ii) 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.

iii) 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/Certificate 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.

iv) Further any loss due to non-availability of ITC or levy of penalty/interest payable by PSTCL on account of non-filing of return or non-compliance of any miss-statement given under the provisions of GST ACT by the firms shall be recoverable from them.

v) Further GST at applicable rates on principal supply shall be payable on freight and insurance.

1.12 TERMS OF PAYMENT

Payment shall be made as per rules and regulations of PSTCL.

1.13 FORCE MAJEURE

During the pendency of the Contract/Allotment Order, if the performance in whole/part by either party or any obligation there under, is prevented/delayed by causes arising out of any war, hostility, civil commotion, acts of public enemy, sabotage fire, floods, explosions, epidemics or non-availability of Government controlled raw material under Orders/Instructions of Central/State Government regulations, strikes, lockouts, embargo, act of Civil/Military Authorities of any other causes beyond their reasonable control, neither of the two parties shall be made liable for loss or damages due to delay or failure to perform the contract during the currency of Force Majeure conditions, provided that the happening is notified in writing (with documentary proof) within 30 days from the date of the occurrence.

1.14 RATES

- 1 The rates for providing the vehicle as per DNIT are allowed as per minimum market rates. Contractor shall fill per unit the rates & applicable GST tax in the Performa annexed at Annexure B. All the rates shall be firm & **FOR Destination for o/o AEE/ Grid Const. Sub-Division, PSTCL, Jamsheer**. The rates for fixed monthly charges, extra per KM run charges, night halt charges and taxes etc. shall require to be quoted separately. The rates shall be deemed valid for at least 120 days from date of opening of part-3 of tender enquiry. The details in Annexure-A shall require to be understood and comply with before quoting any rates. Conditional tenders are liable to be rejected. All received tenders shall be assumed being agreed to all the terms & conditions of DNIT/ tender enquiry.

1.15 D.D.O.

The copies of bill shall be sent directly to the o/o AEE/ Grid Const. Sub-Division, PSTCL, Jamsheer or o/o Addl. SE/ Grid Const. Division, PSTCL, Jalandhar. The said office(s) will verify the bills. Only in case of successful verification from log book and KM runs, the bills shall be processed and Payment shall be released by A.O./Grid Construction circle, PSTCL, Ludhiana as per terms and conditions of payment clause/ rules and regulations of PSTCL/ corporate transport policy (amended from time to time).

1.16 PENELTY/DAMAGES FOR DELAY IN EXECUTION OF WORK

If the contractor fails to complete the work within the stipulated period of the Contract, the same is liable to be charged as per prevalent rules of PSTCL.

1.17 CANCELLATION

The Purchaser reserves the right to cancel/amend or alter this order without assigning any reason what so ever at any time before the allotment of any order.

1.18 CHANGES

No variation or modification whatsoever of any of the terms and provisions shall be valid unless mutually agreed upon in writing by both the parties i.e. PSTCL and contractor.

1.19 The Rates should be quoted in the format Annexure B enclosed.

1.20 Tenderers will have to comply with all the rules and regulations under Factory Act, Labour Laws, Industrial dispute act, EPF act, Bonus Act, retrenchment compensation and all other applicable laws/ acts etc.

1.21 ---Deleted----

1.22 Inspection of vehicle- The office inviting tender may ask for inspection of vehicle for its condition etc. at the office of Addl. SE/ Grid Const. Division, PSTCL, Jalandhar or at the office of AEE/ Grid Const. S/D, PSTCL, Jamsheer before placement of any order. No charges shall be payable for the same.

1.23 CIVIL SUIT/JURISDICTION

All legal & Arbitration proceedings in connection with the Allotment Order/Contract shall be subject to the territorial jurisdiction of the Local Civil Courts at Jalandhar.

1.23 Please note that the tenders against this tender enquiry are being invited **through e-tendering mode**. In case of any clarification the prospective bidders may contact this office or M/s GePNIC as mentioned on the PSTCL website (<https://eproc.punjab.gov.in/nicgep>) well in time before the due date for submission of tender.

Tender specification can only be downloaded from website (<https://eproc.punjab.gov.in/> and no hard copy of the same will be issued by this office.

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Addl. SE/ Grid Const. Divn.
PSTCL, Jalandhar.



Annexure -'A'

General and technical specifications

Terms and conditions for hiring 2.5 Ton Capacity vehicle (Tata 407 or equivalent price)

Sealed e-tenders are invited for the hiring 2.5 Ton Capacity vehicle Tata 407 or equivalent vehicle for Grid Const. Sub Division **Jamsher** office for Transportation of workers & Tool & Tackles under jurisdiction of Grid Construction Division Jalandhar having model **not more than 04 year old** on the tender opening date with All India Taxi Registration for Punjab State Transmission Corporation Limited, Jalandhar where respective office (i.e. o/o AEE/ Grid Const. S/D, PSTCL, Jamsher) is located, on monthly Basis. Contractor will quote the rate in following parts in "Schedule of Price" as under:-

- a) **Monthly fixed charges:** << To be quoted by firm >>
- b) **Per Kilometer running charges :** << To be quoted by firm >>
- c) **Applicable GST charges (%age)** : << To be quoted by firm >>
- d) **Out station Night halting charges after 10 PM upto 6 AM (Per Night halt) :** << To be quoted by firm >>

For hiring the vehicle, following terms and conditions will be applicable.

A) Terms and Conditions:-

1. The Work Order for outsourcing of vehicle, for the vehicle **not more than 04 year old** on the tender opening date, shall be initially for a period of one year and the same shall be extendable, on year to year basis, for the further two years, subject to the performance of the Vehicle/Service provider/Market rates and the life/Kms of the vehicle. Hence the maximum period for which a vehicle shall be hired is 3 years.
2. 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.
3. 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.
4. The vehicle shall be insured comprehensively, including insurance for driver and passengers, during the period of engagement with PSTCL. 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. Road tax for the vehicle shall be paid regularly and kept updated by the service provider.
6. Service Provider shall have valid pollution certificate for the vehicle and the same should be available with the driver to be produced on demand.
7. The service Provider shall obtain the passing/ fitness certificate and update Registration of vehicle from the concerned authority at his own cost.
8. 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.
9. Cost of vehicle's 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 PSTCL.

10. Any Halt charges, penalty including challan, damages, court case, police case, etc. shall be the sole responsibility of the service provider and PSTCL shall not be party in such cases.
11. Vehicles shall possess an Valid Permit. No liability for the Inter-State permit charges would be borne by PSTCL.
12. Toll Tax/Parking charges, etc. wherever paid, shall be reimbursed as per actual, subject to the production of its receipts.
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. PSTCL, 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. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. Service provider shall ensure mobile facility to the driver at its own cost.
21. Log book should be maintained by the service provider.
22. All the entries of each journey like Date, Place ('from' as well as '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.
23. Payment shall be made by cheque/NEFT /RTGS(as per PSTCL norms)on monthly basis on the basis of Log Book, duly certified by the concerned officer. No advance payment on any account shall be made.
24. GST shall be payable by the service provider and service receiver as per the instructions issued by the Central Govt. from time to time. It is stated that the PSTCL GST Number is **03AAF4714J1ZK**.
25. Variation of 05 Paise for cars and 08 paise for other vehicles, for everyRs. 1/-variation in diesel cost, taking the base rate of diesel (i.e. Rs. 90.25 per litre as per PSTCL C.T.P.), shall be applicable on actual kilometers run, effective from the 1st day of the subsequent month.
26. GST shall be payable by the service provider and service receiver as per the instructions issued by the Central Govt. from time to time.
27. In case services of service provider are not satisfactory on any account, the contract can be terminated by giving 15 days' notice.
28. If at any time any question, dispute or difference, what so-ever, shall arise between the Vendor and PSTCL, 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.
29. 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.
 30. 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.
 31. The responsibility for up keeping and renewal of all documents of vehicle shall be of tenderer only. PSTCL shall have no any liability for any cases, issue arises at a later stage.
 32. Vehicle shall be parked at suitable place provided by PSTCL on risk and cost of tenderer only.
 33. **Service provider is required to submit an Earnest Money Deposit (EMD) minimum of Rs 17,480/- (Rs. Seventeen Thousand Four hundred & Eighty only) through online mode as per terms and conditions of e-tendering. The EMD shall be released as per terms and conditions of PSTCL/ e-tendering agency.**
 34. The EMD/ security submitted is liable to be forfeited on the following grounds:-
 - i.) On revocation of tender and /or change in the same without consent of the PSTCL.
 - ii.) On non-completion of work.
 35. In case of withdrawal of the vehicle from the service of PSTCL, the service provider shall have to inform PSTCL 30 days in advance otherwise 30 days payment shall be deducted from their bill as penalty.
 36. The service provider is bound to provide vehicle along with driver within one month from the date of allotment order, failing which the allotment order may be treated as cancelled.
 37. In case any clause/ condition is not mentioned, the stipulations of Corporate Transport Policy (along with latest amendments) shall be applicable. In case of conflict, the stipulation/ condition of Corporate Transport Policy shall prevail. For other general service conditions (not incorporated in specification or Corporate Transport Policy), work regulations of PSTCL (with latest amendments) shall prevail.
 38. The validity of bids/ rates shall be 120 days from opening of price bids.
 39. The maximum time allowed shall be 30 days from the date of issuing allotment order for providing the vehicle.
 40. All received quotations/ bids shall be assumed agreed to terms and conditions of floated tender enquiry.

