Sub: Expression of Interest (EOI) for Hiring Various types of AC chauffeur driven Vehicles (including Fuel & Lubricant Charges) at POWERGRID Eastern Region - II Office at Kolkata.

Specification No.: ER2/NT/S-VHCLE/DOM/E00/26/14231

RFx No.: 5001001099

1.0: POWERGRID intends to empanel agencies for Hiring of various types of AC Vehicles on as and when required basis. As such, you are requested to submit your sealed EOI as per terms & conditions defined hereunder. Please note that no deviation is allowed in the terms & specified hereunder. In case of any deviation, the EOI shall be considered as non-responsive. Enquiry reference, Last date of EOI Submission must be super-scribed on sealed envelope (failing which your tender may not be considered).

2.0: SCOPE OF WORK:
The agency is required to provide various types of AC chauffeur driven Vehicles (including fuel & Lubricant Charges) on as and when required basis for the use of officials and guests of POWERGRID, as per instruction of Officer-in-Charge.

2.1: Agency should note that this document is not transferable & should Carefully go through the entire document of POWERGRID and ensure compliance of all term before sending their EOI failing which their application for empanelment may be considered as non-responsive and shall run the risk of rejection.

2.2: POWERGRID reserves the right to accept or reject any or all the bids Without assigning any reason whatsoever. POWERGRID also reserves the right to prepone/postpone the bid schedule, split and distribute the work among more than one agency without any reason whatsoever.

3.0: The applicant shall submit the EOI along with the rate offered by them against the various models of the vehicles, as specified at **Annexure-I,** in line with the provisions of bidding documents. Applicants may quote for single, multiple or all class of vehicle.

3.1: POWERGRID shall evaluate the EOI submitted by the various agencies and determine the most competitive rates for empanelment. The rates, so determined, shall be notified to the agencies for their acceptance. On receipt of irrevocable & unconditional acceptance from the agency, the agency shall be empaneled.
The agency must submit all documents specified in the Qualifying Requirements (QR) document (Section-III) to this EOI. In case of any shortfall in the submitted documents, POWERGRID reserves the right to request the missing documents. The agency shall be required to furnish the same within seven (07) days of such intimation.

In case of the agency fails to submit the requisite document as per QR, then the EOI of the party shall be considered as non-responsive.

4.0 <u>ESTIMATED VOLUME OF BUSINESS</u>

The estimated (approx.) business, the agencies may expect to be the tune of Rs 10-15 Lacs (approx.) annually. However, POWERGRID do not guarantee a minimum business level and shall not be liable for any compensation if the party does not get business during currency of the contract.

5.0 EMPANELMENT FEE

Applicants are required to submit Empanelment Fee of Rs. 10,000/- (Rs. Ten thousand only) in the form of Demand Draft in favor of POWER GRID CORPORATION OF INDIA LIMITED Payable at Kolkata or through POPU (POWERGRID ONLINE PAYMENT UTILITY SYSTEM) https://epay.powergrid.in . The Empanelment Fee should be submitted in a separate sealed envelope along with other sealed envelope containing other application documents. The EOI without Empanelment Fee is liable to be rejected. Empanelment Fee of the unsuccessful applicant i.e., who shall not accept the notified rates of POWERGRID or who shall not be considered by POWERGRID for Rate Contract shall be returned after finalization of the Rate Contract. However, the empanelment fee of successful applicant(s) shall be converted into Security Deposit (SD) and shall be returned on completion of the contract without interest.

6.0: BOOKING OF VEHICLE:

The booking of the vehicle shall be made at least a day prior before the actual requirement. The duty Slip shall clearly indicate the name of the officer booked the vehicle as well as the name of the visitor for whom the vehicle is being booked along with date and time. whom the vehicle is being booked along with date

7.0: PRICE VARIATION

For every ten percent (10%) increase or decrease in base diesel/petrol Price, as prevailing on the date of Opening of EOI in Kolkata metropolitan area, POWERGRID shall allow increase or decrease in the rate per km by 3% of agreed rate per km with effect from the date of increase or decrease by the appropriate Govt. Agency. Agency shall submit the documentary evidence for such increase or decrease in the Price to the satisfaction of POWERGRID. However, rate per hour will remain firm throughout the currency of contract. Basic rate applies for fuel of IOCL in Kolkata, as on 1st of January, April, July & October shall be applied for the quarter.

8.0: DUTY AREA

There is no specific duty area. It may be any place within the state of West Bengal, Orissa & Sikkim but in normal case duty shall be within and around Kolkata. No extra charges will be paid by POWERGRID for outstation duties except the night halt charges @ Rs-500/- per night i.e. if the vehicle remain under use beyond 22:00 Hrs. on outstation duties. For outstation duties necessary spares, tools, stepney and other essential accessories shall have to be carried by the driver for immediate and spot repairs. Rs. 200/- shall be given as Night Halt Charges if the vehicle is used within the city of Kolkata beyond 23:00 Hrs.

9.0: DRIVER

The vehicle shall be provided with responsible and experienced driver equipped with smart mobile phone good turn-out and having a valid driving license. License shall have to be produced whenever asked for. He should be able to attend minor repairs, if any, on the way and shall have in possession of general accessories like tool kit, torch, stepney, first aid box etc. The food/ lodging at duty places etc. of the driver shall be arranged by the agency of the vehicle. The agency shall be fully responsible for the conduct of the driver. Also, the contact address/ mobile no of the driver is to be furnished.

10.0: ROAD TAX, INSURANCE etc.:

Agency should ensure that only those vehicles shall be sent for use for which Road Taxes etc. have been paid and having valid Insurance coverage, Fitness Certificate, Pollution Control Certificate, valid permits and any other statutory required documents etc.(.) Evidence in this regard must be produced whenever asked for. The vehicle must be registered for commercial use only.

11.0: INSURANCE

The vehicles to be supplied shall have comprehensive insurance and shall cover all risk. The cost on this account is to be borne by the party concerned/ agency.

12.0: VEHICLE CONDITION

The interior and exterior of the car must be kept clean for decent look and the car must be kept in trouble free, smooth running and tip top condition in all respect. Vehicle more than 4 years old will generally not be accepted.
If required or desired by POWERGRID, the vehicle shall be equipped with amenities such as a water bottle, tissue papers, and a newspaper. In case of non-compliance, a deduction of 5% shall be made from the running bill. In case the vehicle is found not suitable for use by senior officials of the company, you shall have to replace the car immediately at no extra cost.

13.0: FUEL AND LUBRICANT:
Fuel & Lubricant shall be provided by the agency without any additional financial implication to POWERGRID. The fuel/lubricant charges shall be included in the price quoted by the applicant.

14.0: PARKING & OTHER CHARGES

Airport car parking fee, toll tax etc. will be paid by you, which shall be reimbursed to you on production of relevant documents duly signed by the concerned guests/POWERGRID official along with the bill. Vehicle must have Fastag with sufficient balance each time.

15.0: REPORTING & DUTY

15.1: The vehicle shall report as per POWERGRID requirement even on short notice (within an hour of minimum notice) which will be communicated over telephone. In case of duty, there will be no specific duty hours of the vehicle, you shall have to provide Duty Slip through Driver along-with vehicle and necessary entry of Time & KM reading, "Garage Out", and you must make "Garage In". Officer-in-charge, POWERGRID or the visiting officials who will be using the vehicle, will record reporting and releasing time in KM reading. No claim will be entertained unless our visiting officials or officer-in-charge, indicating name and designation of the user, properly signs the Duty Slip.

15.2: In case of reporting at and releasing from our office, we will allow half an hour time from garage out for reporting and similarly half an hour time to garage in from release. The distance also shall be limited to 10(ten) Km in each case i.e. for garage out- reporting and garage in- release actual distance from office whichever is lower. On release from VIPs duty, driver shall have to report to the requestioning officer for further instruction for the following day in case the next duty is not given by the user.

15.3: In case the car reports outside Kolkata/other than office, actual km or hour from garage out for reporting and actual km or Hour for Garage In after releasing shall be considered.

16.0: PERIOD OF EMPANALMENT:

The empanelment shall be initially for period of 02 (Two) years from the date of empanelment order with a provision towards further extension of 01(one) year without any change terms & conditions except otherwise specified by POWERGRID.

17.0: TERMS OF PAYMENT:

17.1: The 100% payment of hiring charge shall be made on monthly basis through e-payment mechanism from the office of PPPFC, Bhubaneswar within 15(fifteen) days from the date of submission of bill to officer-in-charge supported with duly signed Duty Slips. Bill may be submitted once in a month. Further any payment shall only be released after submission of CPG as mentioned at Sl. No. 17.3 below.

17.2: For the payment purpose, Time & Km readings will be considered from garage-to-garage basis, considering the conditions stipulated in Para 15.2 above and payment will be made either on time or on total km. run whichever would be higher but not less than the minimum charges.

17.3: Contract Performance Guarantee:

All the bidders who have been awarded rate contract shall provide Contract Performance Guarantee (CPG) of an amount of Rs. 50,000/- (Rupees Fifty Thousand only) for the due performance of the Rate Contract within twenty-eight (28) days of the notification of award of rate contract. The contractor shall submit Contract Performance Guarantee (CPG) in the form Bank Guarantee/Insurance Surety Bond/DD/Online Payment POPU.

17.4: Agency is required to submit the necessary documents along with bill (Signed duty slip, Parking slip, Fastag/toll payment slip) to facilitate the releasing of payment through e-payment mechanism.

17.5: Tax as applicable shall be deducted at source as per relevant act at the time of payment.

18.0: GST

The quoted price shall be exclusive of GST, if applicable. GST shall be paid extra as per Govt. of India Guideline in vogue.

19.0: DOCUMENTS:

19.1: The agency shall provide the commercial vehicle with necessary papers like IRC Book, License, Road Tax Payment details, PAN, Insurance papers, PUC certificate etc. as required under Motor Vehicle Act.

19.2: All taxes & duties under the said Act shall borne by the agency of the vehicle. Road permits for out station/state should be obtained by the agency without any extra cost to POWERGRID.

19.3: The vehicle shall be registered in the name of the owner/ Agency on whom order shall be placed and having valid permit. All matters concerning Regional Transport Authority, Insurance and Police authorities etc.

shall be the owner's risk and responsibility. The agency has to ensure compliance of relevant Labour Laws/ Motor Vehicle Act etc. If POWERGRID is held liable as principal employer to pay any compensation under any Act/ Legislation of Govt or any other court verdict, agency shall reimburse such expenses to POWERGRID failing which POWERGRID shall be authorized to deduct such amount from any bill due to him.

20.0 BREAK DOWN OF VEHICLE:

In case of breakdown of vehicle, the agency shall have to arrange alternate vehicle of same or higher type without any additional cost to POWERGRID. In case the agency fails to provide alternate vehicle in time, POWERGRID may engage alternate vehicle at the risk and cost of the agency.

21.0: DAMAGE TO THIRD PARTY:

Any damages caused to third party due to the negligence of the driver/ agency of the vehicle, shall be made good by the agency at his own cost.

22.0: RISK & COST

In case the agency expresses inability to provide the vehicle requisitioned by POWERGRID, then the vehicle shall be hired from alternate agency at the risk & cost of the empanelled agency and the differential amount of Actual Hiring Charges 15% Overhead Charges and Hiring Charges, as per empanelment order, if any, shall be recovered from the agency.

23.0: VALIDITY OF EOI

You shall keep your EOI valid for acceptance for a period of 90(Ninety) days from the date of submission of EOI. During the validity of EOI the agency shall not revoke or cancel the application for empanelment or alter/ impose any terms and conditions, without written consent of POWERGRID. In case of any violation of this condition POWERGRID shall be free to forfeit your Empanelment Fee furnished along with the application for empanelment.

24.0: LIQUIDATED DAMAGES(LD)/PENATLY CLAUSES:

Sl No	Nature of Default	% penalty of per day hiring charge of requisite vehicle (pro rata basis full day charge)	Mode of deduction as penalty
1	Failing to provide the vehicle after confirmed booking	50%	Deduction from running bill
2	Late reporting (beyond 30 minutes)	10%	do
3	Indecent behaviour of Driver	10%	do
4	Improper condition of vehicle interior/exterior	15%	do
5	Driver with dirty Uniform	10%	do
6	Unavailability Water bottle, Tissue Paper & Newspaper as and when	5%	do

	required by POWERGRID		

The party shall be liable for penalties in the manner indicated below

25.0: TERMINATION CLAUSE:

The contract for hiring of vehicle may be terminated after giving 15 days' notice by POWERGRID during initial term or renewed/extended term, if the performance is not found satisfactory without any compensation. POWERGRID also reserves the right to foreclose the contract within the currency of the contract on serving notice to this effect within 30 days without assigning any reason. No compensation towards such foreclosure shall be paid to the successful agencies.

26.0: The agency has to strictly follow the norms & regulations of SA-8000:2014 enclosed at Annexure-III (latest standard available at www.sa-intl.org) and maintain the necessary records.

27.0: SETTLEMENT OF DISPUTES/ARBITRATION:

All differences and/or disputes arising out of the contract shall be settled mutually but if required, the same would be resolved by arbitration as per provisions of the Arbitration & Conciliation Act 1996. CHIEF GENERAL MANAGER, POWERGRID CORPORATION OF INDIA LTD. shall be sole arbitrator and if the General manager is unable or unwilling to act as the Sole Arbitrator, some other person appointed by the Chairman & Managing Director, POWERGRID will be the arbitrator. The award of Arbitrator will be final, conclusive & binding on all the parties to the contract. The venue of arbitration shall be such place as may be fixed by the arbitrator. The cost of arbitration shall be borne by the parties to the disputes, as may be decided by the arbitrator. The Court of Kolkata shall have exclusive jurisdiction in all matters arising under the Contract including execution of arbitration awards.

28.0: JURISDICTION OF CONTRACT:

The Court of Kolkata shall have exclusive jurisdiction in all matters arising under the Contract including execution of arbitration awards.

29.0: CONFLICT OF INTEREST:

A Bidder shall not have a conflict of interest. All Agencies found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in the bidding process, if:
They have a controlling partner in common; or

(a) They receive or have received any direct or indirect subsidy from any of them; or

(b) They have the same legal representative for purpose of this bid; or

(c) They have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or

(d) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the plant and installation services*/ Goods and related services** that are the subject of the bid; or

(e) A Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer^ as Project manager for the contract.

Note: ^ - Employer/Purchaser/ Owner/ Agency, as applicable.

*- Applicable for supply & installation contracts.

**- Applicable for supply and supply cum supervision of installation contracts.