

To whom issued:

Dated

**Proposed Terms and Conditions for hiring of 1 No. Canter (5 Ton) TATA LPT 1109 or equivalent for one year for the office of TL Sub-Division Bathinda .**

Sealed tenders are invited in duplicate for the hiring of 1 no. Canter (5 Ton) TATA LPT 1109 or equivalent (Model not older than 4 Years from date of NIT.) for one year and extendable on year to year basis for further two years, with All India Transport Registration/Northern India Transport Registration for Punjab State Transmission Corporation Ltd. on Monthly basis. The service provider will quote the rates in three parts in “Schedule of Prices”(Annex-1) as under:

- a) Monthly fixed charges
- b) Per Kilometer running charges
- c) Outstation charges (per night halt from 10:00 P.M. to 06:00 AM)

For hiring the vehicles, following terms and conditions will be applicable:

**A) Terms and Conditions For Vehicles:**

1. The service provider will depute a Canter (5 Ton) TATA LPT 1109 or equivalent (Model not older than 4 Years from date of NIT) The vehicle will be used as conveyance by Punjab State Transmission Corporation Ltd. and will be stationed at Bathinda for local journeys/travel at Bathinda as well as outside Bathinda usually in the State of Punjab and UT of Chandigarh. In very special case the vehicle can travel in the State of H. Pradesh, J&K, Haryana, Rajasthan & Delhi. The vehicle can travel on any or all days of the month.
2. Vehicle shall possess a valid Permit & State registration number. No liability for the Inter-State permit charges would be borne by PSTCL. Vehicle should have Fastag enabled. Toll Tax, Parking charges, etc. wherever paid, shall be reimbursed as per actual along with monthly bill, subject to the production of its Statement/Receipts.
3. 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.
4. 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.
5. The Service provider shall be liable to keep the vehicle in good condition at all times during the contract period. In case of breakdown, he shall provide another vehicle otherwise double amount of the proportionate amount of monthly hiring charges shall be deducted from the monthly bill for the non-working period.
6. The kilometer run, from the point of departure of vehicle for maintenance/repairs, the time it run and rejoin the duties, shall not be considered for billing.
7. The vehicle shall report to this office and shall move as per the instructions of this office.
8. The Vehicle shall be required at any hour of the day and the service provider shall be liable to provide the same.

9. The service provider shall provide a reliable spare tyre, tools, spares and consumables, with vehicle, in order to attend to minor repairs while travelling.
10. The seats shall be well cushioned and should have fine, neat and clean seat covers and vehicle shall also have rubber floor mats.
11. Log Book should be maintained by the service provider.
12. The vehicle shall be duly insured comprehensively including insurance for driver, passengers and third party during the currency of the contract. Insurance premium shall be borne by the Service provider. Lodging and settlement of any insurance claim shall be of their responsibility.
13. The vehicle shall be parked at suitable place provided by the Punjab State Transmission Corporation Ltd. In case the service provider/drivers parks the vehicle at any other suitable place of their choice, then the mileage from that place to the place of duty will not be paid to the service provider.
14. Vehicles shall be available for use round the clock, for utilization at our offices in Punjab, Chandigarh, Delhi and also for deputing to the neighboring States of Haryana, Himachal Pradesh, Rajasthan and J&K.
16. Road tax for the vehicle shall be paid regularly and kept updated by the service provider and all other related expenses shall be borne by the Service provider.
17. The number plate should be Yellow in colour. Only Commercial Vehicle with entry in Registration Certificate would be hired.
18. The service provider shall have valid pollution certificate for the vehicle and the same should be available with the driver to be produced on demand.
19. 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.
20. 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.
21. 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.

**B) Terms and Conditions for the Driver of the Vehicles:**

1. 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. If Service provider will be unable to provide another driver, the Punjab State Transmission Corporation Ltd. has the right to terminate the contract awarded to the Service provider. The salary and other expenses of the driver shall be borne by the Service provider.
2. 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 logbook.

3. The service provider shall also make available the registration certificate of the vehicle in his name with the driver of the vehicle along with all other relevant documents for insurance, road tax pollution free certificate etc. necessary to keep the vehicle running of the road at all time during the contract period.
4. Service Provider shall also ensure that the Drivers possess valid driving license to drive in plain as well as on the hills and will keep the same at all times during duty hours. Validity of Driver's license and fitness of driver should be ensured from time to time.
5. No lodging and boarding facilities will be provided to the driver of the vehicle by Punjab State Transmission Corporation Ltd.
6. 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.
7. Transport permit along with road permit should be renewed up to date.
8. The service provider shall ensure mobile facility to the driver at its own cost.

**C. Terms and Conditions for the monthly payment of bill of the vehicles:**

1. Tax shall be deducted by the Punjab State Transmission Corporation Ltd. as per income tax Rule/Act as applicable from time to time.
2. The Goods & Services Tax to be paid after applying all abetments/exemptions so as to ensure least payout from PSTCL under GST provision. The present rate of GST under RCM is 5%.
3. The service provider must have registration number with concerned authorities for the relevant Goods & Services Tax. The firm must supply their registration number.
4. Security deposit equivalent to 5% of the running bill shall be deducted by the Punjab State Transmission Corporation Ltd. from the monthly bills (excluding fuel charges) and the same shall be refunded after successful completion of the contract period.
5. Punjab State Transmission Corporation Ltd. reserves the right to terminate the contract of the vehicle without assigning any reasons, if the services or the condition of the vehicle is not satisfactory at any point of time during the contracted period.
6. The concerned officer of the Punjab State Transmission Corporation Ltd. shall make payment within a week from the date of submission of bill of previous month on verification of the entries in the logbook.
7. The kilometer run for the journeys, which are not verified / signed by the concerned officer, shall not be payable.
8. Variation of 08 paise 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 kilometres run, effective from the 1<sup>st</sup> day of the subsequent month.
9. 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.
10. 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.

**D. Paying Authority:**

The paying authority will be the Addl. S.E./P&M Division/ PSTCL Bathinda.

**E. General Conditions:**

1. The firm/Service provider shall bring all the original documents at the time of submission of application for issuing the tender documents. Also attach the photo copies of the same with application as under:
  - i. Valid copy of Enlistment.
  - ii. Registration certificate of vehicle (permit).
  - iii. Insurance cover renewed up to date.
  - iv. Valid driving license of the driver for running of vehicle.
  - v. PAN card/GSTIN certificate.
  - vi. Valid pollution certificate.
  - vii. Up dated road tax/passing/fitness certificate of vehicle issued by the appropriate authority.
  - viii. Affidavit that the firm/service provider is not blacklisted by any Govt./Semi Govt. Deptt./Board/Corporation.
2. The service provider is required to submit an Earnest Money Deposit (EMD) Equal to 2% of the contract value with minimum of Rs. 15000/- in shape of demand draft in favor of PSTCL. Tender/ offers without EMD will not be accepted. The EMD will be adjusted against the 5% security & same will be released after successful completion of contract period. The EMD deposited by unsuccessful bidders will be returned within one month from the date of award of contract to successful bidder.
3. The EMD/ Security submitted is liable to be forfeited on the following grounds:
  - 1) On revocation of tender and/or change in the same without consent of PSTCL.
  - 2) On non-completion of work.
4. In case of withdrawal of vehicle from service of PSTCL, the contractor shall have to inform to PSTCL, 30 days in advance otherwise 30 days payment shall be deducted from their bill/security as penalty. However, the vehicle can be disengaged by PSTCL by serving 15 days' notice in advance to the contractor.
5. The contract shall be initially for a period of one year, which may be extended on mutual consent at the same rates, terms and conditions on year to year basis for further two years, with the approval of competent authority.
6. All matter relating to transportation, traffic police and local administration will be dealt by the Service provider himself at his own cost.
7. The bidder has to quote the rates on the "Schedule of Prices" (See Page-1) and any deviation to the 'NIT' conditions shall be specifically mentioned on separate sheet with signature of bidder along with the bid.
8. The tender shall be accepted up to 12:00 hrs on due date and shall be opened on the same date at 14:30 hrs in the presence of service provider/firm, whom may choose to be present in the office of Addl. S.E.,400 KV S/S Behman Jassa Singh. In case the due date for opening of tender happens to be a holiday, then tender would be received & opened on the next working day at the same time. Please do not forget to super scribe the envelop (s) with the name of tender and due date of opening of tender.

All other Terms & Conditions of Corporate Transport Policy and Work Regulations of PSTCL amended up to date, shall also be applicable.



Addl. S.E./400 KV S/S Behman Jassa Singh