## DNIT FOR HIRING OF VEHICLE LCV CANTER/TATA 407 2.5 TON OR EQUIVALENT LCV

# PROPOSED TERMS AND CONDITIONS FOR HIRING OF ONE No. LCV CANTER/TATA 407 2.5 TON OR EQUIVALENT FOR GRID CONST. SUB DIVISION, JAMSHER.

- 1. Tenders are invited for the hiring one LCV CANTER/TATA 407 2.5 TON OR EQUIVALENT for Grid Construction Sub-Division, Jamsher having model not more than 4 year old on the tender opening date with All India Taxi Registration for Punjab State Transmission Corporation Limited, Jalandhar where respective office is located on monthly Basis. Contractor will quote the rate in three parts in "Schedule of Price" as in Annexure B:
  - a) Monthly fixed charges.
  - b) Per Kilometer running charges
  - Out station charges (Per Night halt)
     For hiring the vehicle, following terms and conditions will be applicable.

## 2. Other Terms and Conditions:

- i) 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 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 needs to be floated.
- ii) 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.
- iii) 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.

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- iv) 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.
- v) Road tax for the vehicle shall be paid regularly and kept updated by the service provider.
- vi) Service Provider shall have valid pollution certificate for the vehicles and the same should be available with the driver to be produced on demand.
- vii) The service Provider shall obtain the passing/ fitness certificate and update Registration of vehicle from the concerned authority at his own cost
- viii) 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.
- ix) 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 kilometers, if any, shall be paid by PSTCL.
- x) 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.
- xi) Vehicles shall possess an Valid Permit. No liability for the Inter-State permit charges would be borne by PSTCL.
- xii) Toll Tax/Parking charges, etc. wherever paid, shall be reimbursed as per actual, subject to

- xiii) 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.
- xiv) 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.
- xv) 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.
- xvi) 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.
- xviii) 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.
- xix) 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.
- xx) 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.
- xxi) In case of non-availability of vehicle on daily basis, the same can be hired from the market by the concerned officer(s)/ office(s) subject to the maximum of rates as per 2(B) above.
- xxii). Service provider shall ensure mobile facility to the driver at its own cost.

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xxiii) Log book should be maintained by the service provider.

xxiv) 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.

xxv) Monthly return of all the vehicles shall be submitted to the HoD concerned and Quarterly return of vehicles on the prescribed Performa shall be sent to General Section, PSTCL by concerned HOD.

xxvi) It shall be the responsibility of the officer-in-charge of the vehicle to ensure timely payment to the service provider, not later than 30 days after submission of bill by the service provider.

xxvii) Payment shall be made by cheque on monthly basis on the basis of Log Book, duly certified by the concerned officer. No advance payment on any account shall be made.

xxviii). Variation of 05 Paisa for cars and 08 paisa for other vehicles, for every on Page Rs. 1/-variation in diesel cost, taking the base rate of diesel, shall be applicable on actual kilometers run, effective from the 1st day of the subsequent month.

xxix) GST shall be payable by the service provider and service receiver as per the instructions issued by the Central Govt. from time to time.

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

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.

xxxii) 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.

xxxiii) The Head of the office, for which the outsourced vehicle has been hired and the officer/official in-charge of the vehicle shall be held directly responsible for non-compliance/non-implementation of these instructions.

xxxiv) Outstation Night Halting charges from 10:00pm to 06:00am shall be Rs.300/-

xxxv) 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.

xxxvi) Vehicle shall be parked at suitable place provided by PSTCL.

xxxvii) Service provider is required to submit an Earnest Money Deposit (EMD) equal to 2% of the contract value (7,80,000+GST @12%) Approximately **8,73,600**/- with minimum of Rs 5000/-Tender/Offer without EMD will not be accepted.

xxxviii) 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.

xxxix) In case of withdrawal of the vehicle from the service of PSTCL, the service provider shall have to inform PSTCL 90 days in advance otherwise 30 days payment shall be deducted from their bill as penalty.

xxxxi) All terms and conditions of PSTCL Corporate Transport Policy will be applicable which can be downloaded from <a href="www.pstcl.org">www.pstcl.org</a>.

Grid Construction Division PSTCL, Jalandhar.

## A) Terms and condition for hiring vehicle

- 1. The Contractor will depute the class of vehicle Model not more than 4 year old on the tender opening date. The vehicle will be used as conveyance by PSTCL and will be stationed at Jamsher city for local journey/travel at Jamsher as well as outside Jamsher usually in the State of Punjab and UT Chandigarh in a very special case the vehicle can travel on any or all days of the month.
- 2. The necessary permit in this regard, will be arranged by the Contractor and taxes out of Punjab will be paid by PSTCL. The toll tax if applicable at any route will be paid by PSTCL or reimbursed to Contractor on submission of documentary proof
- 3. The contractor can send the vehicle for minor repairs, if needed, once in a month for one day only without any deduction but the vehicle has been in use for the full month. One day extra at the end of every six months will be given for renewal of documents or for any other formalities without any deduction.
- 4. The contractor will be liable to keep the vehicle in good condition at all times during the contract period. Proportionate amount of monthly hiring charges shall be deducted from the monthly bill in case the vehicle is not in working condition.
- 5. The Kilometer runs from the point of departure of vehicle for maintenance / repairs the time it run and rejoins the duty, shall not be considered from billing.
- 6. The vehicle driver shall report to the SDO of concerned Sub Division and shall move as per the instructions of that office.
- 7. The vehicle shall be required at any hour of the day and contractor shall be liable to provide the same.
- 8. The vehicle shall be provided with spare tools, spare tyre and consumables in order to attend minor repairs while traveling.
- 9. The seats shall be well cushioned and should have fine, neat and clean with seat covers and vehicle shall also have rubber by PSTCL.
- 10. Log book of vehicle shall be provided by PSTCL.
- 11. The vehicle shall be duly insured. During the period of the contract, insurance premium shall be borne by the contractor.
- 12. The vehicle shall be parked at suitable place provided by PSTCL. In case contractor/driver parks the vehicle at any other suitable place of their end, then the mileage from the place of duty will be paid by the contractor.

## Terms and condition for the Driver of vehicle

- The contractor shall provide a driver along-with the vehicle, who shall be properly dressed and well behaved. If contractor will be unable to provide another driver, the PSTCL has right to terminate the contract awarded to the contractor. The salary and other expenditure of the driver shall be borne by the contractor.
- The driver shall maintain a logbook and the logbook will be signed by the corporations authorized Officer/official using the vehicle on the completion of the journey. However the log-book will be verified from time to time by Addl. SE inspector of the Division or any other authorized officer of the PSTCL.
- The contractor shall also make available the registration certificate of vehicle in his name with the driver of the vehicle along-with all other necessary documents e.g insurance, road tax etc necessary to keep the vehicle running on the road at all time during the contract period.
- The driver of the vehicle shall hold valid license to driver in plain as well as in hilly area and will keep the same at all the time during duty hours.
- No. lodging and boarding facility will be provided to Driver of vehicle by PSTCL. 5

### Terms and conditions for the monthly payment of Bill of Vehicle C)

- 1. The tax shall be deducted by the PSTCL as per I.Tax rules/act as applicable from time to time.
- 2. Security deposit equivalent to 5% of the running bill shall be deducted by the PSTCL form the monthly bill (excluding fuel charges & extra night duty charges and the same shall be refunded after successful completion of the contract period.
- 3. PSTCL reserves the right to terminate the contract of the vehicle if the services or the condition of the vehicle is not satisfactory at any point of the time during the contract
- 4. The concerned officer of the PSTCL shall make payment within a week from the date of submission of the bill of the previous month on verification of the entire.
- 5. Kilometer runs for the journeys, which are not verified / signed by the concerned PSTCL. Officer or his authorized subordinate officer/official shall not be payable.

#### D) Paying Authority:

The paying authority will be the concerned AO/Grid Const. Circle, PSTCL, Ludhiana.

#### E) **General Conditions:**

- 1. The contract shall be for a period of One Year.
- 2. The bidder has to quote the rates on the "Schedule of prices "enclosed as Annexure -B and any deviation to the NIT. Conditions shall be specifically mentioned on separate sheet with signature of bidder along with the bid.
- 3. Any taxes i.e. Service tax etc or EPF if payable under the rules will be borne as per PSTCL norms.
- 4. The EMD/Security submitted is liable to be forfeited on the following grounds on revocation of tender and / or change in the same without consent of PSTCL on noncompletion of work.
- 5. All matters relating to transportation, traffic police and local administration will be dealt with by the contractor.

An agreement will be made by you as per terms and condition for hiring one No. LCV CANTER/TATA 407 2.5 TON OR EQUIVALENT FOR GRID CONST. SUB DIVISION, JAMSHER. and submit to this office within 7 days from receiving this work order as duly signed and attested.

> Grid Construction Division PSTCL, Jalandhar.