

Regd. Office: PSEB Head Office The Mall Patiala-147001 Corporate Identity Number: U40109PB2010SGC033814 www.pstcl.org o/o Sr. Xen. P&M Div. Jamsher, E-mail: srxen-pm-jamsher@pstcl.org Tele/Fax 0181-2775883

To

Various Firms including notice board

Memo No |20/1215

Dated: 17-08-2023

Subject:

Limited Tender Enquiry No: 11/2023-24 due on 4.09.2023 regarding Out Source one no Mahindra Genio Twin Cabin or Equivalent for Mtc. Gang under P&M Divn.

Jamsher.

Sealed Tenders in two parts Part 1: Earnest Money and Part 2 Commercial, Technical conditions & price bid are invited for hiring of one No. Mahindra Genio Twin Cabin or Equivalent having model not older than Four Years for Mtc. Gang under P&M Divn. Jamsher. The contract shall be initially for a period of one year and the same shall be extendable on year to year basis, for a period of two years, subject to the performance of vehicle/ Service Provider/ Market rates and the Life/Kms of the vehicle. The tender documents including type of vehicle to be provided, schedule of rates to be quoted, earnest money deposit and terms and conditions can be obtained from this office up to 1.09.2023, till 5.00pm. The tenders shall be received at 12.00 noon and opened at 01.00 PM on dt. 04.09.2023.

Sr. Xen.
P&M Division
PSTCL Jamsher

Endst.	No.	Dated.

Copy of the above is forwarded to Dy. C. E. P&M Circle P.S.T.C.L. Jalandhar with reference to his office endst. No. 8999 dated 11.08.2023 for information and further necessary action please.

Sr. Xen. P&M Division PSTCL Jamsher



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**GENERAL TERMS & CONDITIONS** 

Limited Tender Enquiry No: 11/2023-24 due on 04/09/2023 regarding Out Source one no Mahindra Genio Twin Cabin or Equivalent for Mtc. Gang under P&M Divn. Jamsher.

1.	Tender Type	Limited Tender
2.	Eligibility Criteria	Detailed Terms & Conditions and General Guidelines for hiring of outsourced vehicles
3.	Last Date of Issue of Tender Documents	01.09.2023 up to 17:00PM
4.	Last Date for Bid Submission	04.09.2023 up to 12:00 noon
5.	Bid Opening	04.09.2023 up to 01:00 PM
6.	Cost of Tenders Documents	Nil
7.	Earnest Money Deposit	@ 2% of Cost of Tender Value rounded off to a multiple of Rs. 10/- on the higher side, subject to a minimum Rs. 10/000/- in the shape of Demand Draft in favor of PSTCL
8.	URL for Additional Information	www.pstcl.org
9.	1948, Industrial Dispute Ac Retrenchment Compensat	with all the rules and regulations under factory Act et, EPF Act, Labour Laws and Bonus Act & ion etc. In case the service provider is registered should documentary evidence for the registration as
10.	accepted.	ically through telex of Fax/e-mail shall not be
11.	without assigning any reas	reserves the rights to Reject any or All Tenders sons.
12.	In case date of opening the received and opened on the	e tender happens to be a holiday, the tenders will be next working day at the same time.
13.	meets aforesaid qualifying	
14.	Terms & Conditions as pe applicable.	r Corporate Transport Policy of PSTCL shall also be

Sr. Xen. P&M Division PSTCL, Jamsher.



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## Annexure-1

Limited Tender Enquiry No: 11/2023-24 due on 04/09/2023 regarding Out Source one no Mahindra Genio Twin Cabin or Equivalent for Mtc. Gang under P&M Divn. Jamsher.

	e and Model of Vehicle to be specified e tenderer.	
HED	DULE (B)	
SR. NO.	PARTICULARS OF ITEM	RATES/CHARGES IN RS
1	Monthly Fixed Charges (Lump Sum) Including 1000km.	
2	Variable Charges Per Kilometre	
	C. A. A. Aliena Mileha Hela Cheurene from 10 00 mm to	
3	Outstation Night Halt Charges from 10.00 pm to 06.00am	
ne a have uote ondi	obove rates are inclusive of all Taxes.  e read all the terms and conditions of the N.I.T. & a led the Rate/Charges as above in accordance wittions.	
ne a have uote ondi	06.00am  bove rates are inclusive of all Taxes. e read all the terms and conditions of the N.I.T. & a ed the Rate/Charges as above in accordance wittions.  Signature of	th the stipulated ter



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## A) Terms & Conditions and General Guidelines for hiring of outsourced vehicles:

- a. 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 further 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.
- b. 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.
- c. Vehicles shall be available for use round the clock, for utilization at our offices in Punjab, Chandigarh, and Delhi and also for d eputing to the neighbouring States of Haryana, Himachal Pradesh, Rajasthan and J&K.
- d. 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.
- e. Road tax for the vehicle shall be paid regularly and kept updated by the service provider.
- f. The Service Provider shall have valid pollution certificate for the vehicles and the same should be available with the driver to be produced on demand.
- g. The service Provider shall obtain the passing/ fitness certificate and update Registration of vehicle from the concerned authority at his own cost.
- h. 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.
- i. 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.
- j. Any 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.
- k. Vehicles shall possess an All India Permit. No liability for the Inter-State permit charges would be borne by PSTCL.
- I. Toll Tax/Parking charges, etc. wherever paid, shall be reimbursed as per actual, subject to the production of original receipts.



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- m. 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.
- n. 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.
- o. The 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.
- p. The driver shall be punctual and polite and shall not be under the influence of any intoxicating drink or drug any tin. 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.
- q. 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.
- r. 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.
- s. 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.
- t. 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.
- u. Service provider shall ensure mobile facility to the driver at its own cost.
- v. Log book should be maintained by the service provider.
- w. 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), Signatures of official/officer performing journey (along with his designation) etc. should invariably be made in the vehicle's log book.
- x. 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.
- y. Variation of 05 Paisa for cars and Variation 08 Paisa for every Rs. 1/- variation in diesel cost shall be applicable for any vehicle with 7 seater capacity and having cc more than 2000, under Clause 2(8) (a) at sr. no. XXX of PSTCL Amended Transport Policy memo no 5843/48 dated 24.04.23, taking the base rate of diesel as that on the tender opening date, shall be applicable on actual kilometres run, effective from the 1st day of the subsequent month.



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- z. GST shall be payable by the service provider as per the instructions issued by the Central Govt. from time to time.
- aa. In case services of service provider are not satisfactory on any account, the contract can be terminated by giving 15 days' notice.
- bb. 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.
- cc. In case of lockdown or any other such type of situation , the rate of extra Kilometer will be chared recovered for less kilometer run from monthly minimum kilometer. "This condition will be part of NIT at the time to time Tender."
- dd. In the future if the Indian Govt. Ban on Diesel Vehicle, in such situatuation, if the contracor provides the equvilent Petrol vehicles at the same diesal rate and same. Terms & Conditions as mentioned in the Policy, then it shall be acceptable
- ee. The Head of the office, for which the outsourced vehicle has been hired and the officer /official incharged of the vehicel shall be held directly responsible for the non compliance / non implementation of the these instrucations

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

- 1. The Contractor shall provide a driver along with the vehicle, who shall be properly dressed and well behaved, PSTCL reserve the right to direct the Contractor to replace the driver of the vehicle, if he is not well behaved. If Contractor will be unable to provide another driver, the PSTCL has the right to terminate the contract awarded to the Contractor. The salary and other expenses of the driver including EPF, ESI etc shall be borne by the Contractor.
- 2. The driver shall maintain a log book and the log book will be signed by the Officer/authorized official using the vehicle on the completion of journey. However, the log book will be verified from time to time by the AEE TL, Jamsher or any other Authorized Officer of the PSTCL.
- 3. The Contractor shall also make available the Commercial Registration Certificate of the vehicle in his name with the driver of the vehicle along with all other relevant documents for insurance, Road Tax etc. necessary to keep the vehicle running on the road at all times during the contract period.
- 4. The driver of the vehicle shall hold valid license to drive and will keep the same at all times during duty hours.
- 5. Service Provider shall ensure mobile facility to the driver at its own cost and local contact no. i.e phone no., mobile no. and address should be intimated to this office immediately before deputing him on the vehicle.
- 6. The driver shall be available on all days of the week. However one weekly off shall be given to the driver.



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- 7. In case driver proceeds on leave or not available on medical grounds or any other ground, alternative replacement shall be the responsibility of service provider.
- 8. No lodging and boarding facilities will be provided to the driver of the vehicle by PSTCL.

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

- 1. Tax shall be deducted by the PSTCL as per income tax Rule/Act as applicable from time to time.
- 2. Security deposit equivalent to 5% of the contract amount shall be deducted from monthly bills after converting EMD into security deposit for faithful execution of the contract. Earned Money Deposit (EMD) of unsuccessful bidders will be refunded within a period of 30 days from the date of issuance of work order. No interest will be payable on the amount of Security Deposit.
- 3. In the event of default on the part of the service provider/contractor in the faithful execution of contract, his security deposit shall be forfeited. The forfeiture of security deposit shall however be without prejudice to any other rights arising or accruing to the Corporation under relevant provisions of the contract like penalty/damages for delay in delivery including suspension of business dealings with Corporation for a specific period. It will, however, be refunded after the contract has been executed faithfully.
- 4. PSTCL 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 contract period.
- 5. The concerned officer of the PSTCL shall make payment within 15 days from the date of submission of bill of previous month on verification of the entries in the logbook.
- 6. The kilometer run for the journeys, which are not verified / signed by the concerned officer, shall not be payable.

#### D. Paying Authority:

The paying authority will be Sr. XEN, P & M Division, Jamsher.

#### E. General Conditions:

1. The contractor is required to submit an Earnest Money Deposit (EMD) Equal to 2% of the full contract value in shape of DD in favor of PSTCL, payable at Jamsher.

Tender/offers without EMD will not be accepted.

- 2. 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 non-completion of work.
- 3. Rates will be inclusive of all taxes (except GST), duties etc. No other charges shall be paid extra.
- 4. GST shall be payable by the service provider and service receiver as per instructions issued the concerned authority from time to time.



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- 5. The contract will be initially for a period of one year, which may be extended on mutual consent as per policy of PSTCL.
- 6. The bidder has to quote the rates on the "Schedule of Prices" enclosed as annexure-1 along with terms and conditions duly signed on each page, which can be downloaded from www.pstcl.org. Any deviation to the terms and conditions of NIT shall be specifically mentioned on schedule of prices sheet with signature of bidder and submitted along with the bid.
- 7. In case the date of issue/receipt of tender declared happens to be holiday, the tender will issued/received and opened on the next working day at same time.
- 8. Please do not forget to super scribe the envelope with the name of tender and due date of opening of tender.
- 9. In case services of Service Provider are not satisfactory on any account, the contract can be terminated by giving 15 days notice.

### 10. JURISDICTION:

All legal proceedings against this contract shall be in the jurisdiction of Civil Court at Jalandhar.

- 11. Service provider/contractor having default in completion of service under PSTCL shall be rejected.
- 12. Any conditions that may be imposed by transport policy of PSTCL dted 24.04.23(along with changes from time to time) shall be applicable and supersede the conditions mentioned herein or elsewhere in this document.
- 13. The undersigned on behalf of PSTCL reserves the right to reject any or all the tenders so received without assigning any reason. PSTCL will not be responsible for and will not pay for expenses or losses that may be incurred by the tenderer in preparation of tender.
- 14. In the 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.
- 15. All the terms and conditions of the Works Regulations 1997 amended time to time shall be applicable.

Sr. Xen. P&M Division PSTCL Jamsher Jalandhar.