



**PUNJAB STATE TRANSMISSION CORPN. LTD.**

**(A Govt. of Punjab Undertaking)**

(Regd. Office : PSEB Head Office, The Mall, Patiala – 147001, Punjab, India)

Corporate Identity Number : U40109PB2010SGC033814

**(O/o Dy. CE/HR&Admn., General Section, Shakti Sadan, The Mall, Patiala)**

(Tel. No. 0175-2225907 - FAX No. 0175-2220054)

**Work Order-Cum-Contract Agreement No. 06 Dated : 27.06.18**

**To**

M/s Diwana Travels,  
V.P.O. Wazidpur, Distt. PATIALA  
(Mob.No. 89687-93409/99886-40586)

Memo No. 9043 /General-628

Dated : 27.06.2018

**SUBJECT:- Out-sourcing/Hiring of vehicles on daily basis to Corporate Offices in PSTCL.**

**Ref:-** Your Quotation dated 2.04.18 & your undertaking dated 05.04.18 in response to tender enquiry No. 01/CE/HIS&D/PSTCL dated 10.01.18 opened on dated 02.04.18.

**Sir,**

Work Order is hereby placed on your firm for providing out-sourced vehicles (on daily basis) for corporate offices of PSTCL stationed at Patiala on the rates mentioned in the enclosed Annexure-A subject to following terms and conditions for one year w.e.f. 27.06.2018:-

**DETAILED TERMS & CONDITIONS:-**

1. The Work Order for out-sourcing of vehicles in very good running condition not more than four years old model 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 Vehicles/Service Provider/market rates and the life/kms. of the vehicles.
2. Only Light Commercial Vehicle (L.C.V.) shall be hired with Yellow Name Plate & entry of the same must be in R.C.
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 neighboring States of Haryana, Himachal Pradesh, Rajasthan, J&K, etc.
4. The vehicles 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 vehicles 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 always be kept in good running condition. In case of breakdown of vehicle, alternative 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 kilometers, if any, shall be paid by PSTCL.
10. Any Halt charges, penalty including challan, damages, court case, police case, etc. shall be sole responsibility of the Service Provider and PSTCL shall not be party in such cases.
11. Vehicles shall possess an All India 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.
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. The Service Provider shall be under obligation to provide vehicle (s) on all days including Saturday/Sunday and any public holiday.
18. 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.
19. Service Provider shall ensure mobile facility to the driver at its own cost.

20. Requisition signed by the entitled officer used the vehicle should be maintained by the Service Provider which must be attached with the bill.
21. In case services of Service Provider are not satisfactory on any account, the contract can be terminated by giving 15 days notice.
22. Rates will be inclusive of all taxes (except service tax), duties and no charges shall be paid extra.
23. GST will be paid as per the prevailing instructions of Centre/State Government and amendments thereof from time to time by PSTCL. However Reverse charges mechanism under GST will be applicable.
24. The operator/vehicle shall possess Registration of Central Excise Deptt. No liability or any charges would be borne by the PSTCL in this regard.
25. The contractor will execute Contract Agreement on Non-Judicial Stamp Paper worth Rs. 25/- within 10 days from the issue of contract. A specimen of the contract agreement to be executed is attached herewith as Annexure-D.
26. **TERMS OF PAYMENT:** Payment shall be made by cheque on monthly basis for the vehicle(s) engaged on daily basis at the end of the each month, not later than 15 days after the submission of bill. No advance payment on any account shall be made.
27. For journeys beyond fixed limit, payment would be made at the rates mentioned for extra kilometers or the rate fixed for the next slab which-ever is less.
28. Income tax at source shall be deducted as per prevailing rates while clearing the bills for payment.
29. Variation of five paise for car for every Rs.1/- variation in Diesel cost, taking the base rate of Diesel as that on tender opening date i.e. 02.04.2018 (Rs.64.72/-), shall be applicable on actual KMs run, effective from the 1st day of the subsequent month.
30. **EARNEST MONEY DEPOSIT:**
  - i) Earnest money of Rs. 5000/- (Rupees Five thousand only) already deposited by the Contractor for the faithful execution of this contract shall be retained as security deposit and shortfall, if any shall be got deposited for faithful execution of Work Order/Contract.
  - ii) In the event of default on the part of the 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.

31. **JURISDICTION:** All legal proceedings against this contract shall be in the jurisdiction of Civil Court at Patiala.
32. If at any time any question, dispute or difference, what so ever shall arise between the vender and PSTCL, upon or in relation to, or in connection with the order contract, he may go for arbitration as per Arbitration Clause mentioned in erstwhile Works Regulation, 1997 as adopted and amended from time to time by erstwhile PSEB/PSTCL.
33. Entitlement of vehicles to be provided by the contractor on daily basis to the different officers shall be as under:-

<b>Sr. No.</b>	<b>Designation of the Officer</b>	<b>Entitlement of Vehicle</b>
<b>1.</b>	Dy.CEs/SEs & equivalent AND ASEs/Sr.XENs & equivalent	Tata Indigo/ Swift Dzire or equivalent in price
<b>2.</b>	AEEs/AEs/AOs or equivalent	Tata Indica/Beat and equivalent in price

**NOTE:-Balero or equivalent in price vehicle can be indented as per requirement.**

34. The bill will be submitted rounding with the nearest ten.  
This issues with the approval of competent authority.

**Encl. As above.**

**Sd/-**

**Dy. Secretary/General,  
PSTCL, Patiala**

**Endst. No. 9044/52/General-628**

**Dated: 27.06.2018**

Copy of the above is forwarded to the following for information please:-

- 1) Sr. P.S. to CMD, PSTCL, Patiala.
- 2) Sr. P.S. to Director/Admn., PSTCL, Patiala.
- 3) Dy. Secy. to Director/Tech., PSTCL, Patiala.
- 4) Sr. P.S. to Director/F&C, PSTCL, Patiala.
- 5) PS to CE/HIS&D, PSTCL, Patiala.
- 6) CE(TS)/CE (SLDC)/CFO/FA, PSTCL, Patiala
- 7) Company Secretary, PSTCL, Patiala.
- 8) Accounts Officer/WAD & Broadsheet, PSTCL, Patiala.
- 9) Accounts Officer/Cash, PSTCL, Patiala.

**Sd/-**

**Dy. Secretary/General,  
PSTCL, Patiala**

**C.C. :** Sr. XEN/IT, PSTCL, Patiala for uploading the above said work order-cum-contract agreement on the official website of PSTCL.

**ANNEXURE-A**

**PRICE BID FOR PROVIDING OF HIRING SERVICES OF VEHICLE ON DAILY BASIS**

**Important Note: The term "Daily Basis" includes requisition for a vehicle for more than one day.**

**(\*Rates in Rs. Inclusive of all taxes (except GST))**

Sr. No.	Type of Vehicle	Kms.	Rates for Diesel AC Models	Extra/variable rates in Rs. per Km.
1	<u>Tata Indica/Beat and equivalent in price</u> <b>(GROUP-A)</b>	40 Kms.	<b>950/-</b>	<b>7/-</b>
		160 Kms.	<b>1500/-</b>	<b>7/-</b>
		250 Kms.	<b>2150/-</b>	<b>7/-</b>
2	<u>Balero or equivalent in price</u> <b>(GROUP-B)</b>	40 Kms.	<b>1450/-</b>	<b>9/-</b>
		160 Kms.	<b>1900/-</b>	<b>9/-</b>
		250 Kms.	<b>2450/-</b>	<b>9/-</b>
3	<u>Tata Indigo/Swift Dzire or equivalent in price</u> <b>(GROUP-C)</b>	40 Kms.	<b>1450/-</b>	<b>8.50</b>
		160 Kms.	<b>1950/-</b>	<b>8.50</b>
		250 Kms.	<b>2250/-</b>	<b>8.50</b>

**Outstation halting charges (from 10:00 PM to 6:00 AM) shall be : Rs. 200/-.**

**All other terms & conditions shall be as mentioned in the Tender Enquiry.**

**Sd/-  
Dy. Secy./General,  
PSTCL, Patiala.**

(ANNEXURE-D)d

**CONTRACT AGREEMENT FORM**

**(To be entered on non-judicial stamped papers of Rs 25/- only)**

This Contract Agreement has been executed today on \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ between Punjab State Transmission Corporation Limited hereinafter called PSTCL and \_\_\_\_\_ hereinafter called "Contractor" for supply of different types of Vehicles on Daily Basis to Punjab State Transmission Corporation Limited on the rates mentioned in the enclosed Annexure-A for one year with immediate effect, in accordance with Tender Enquiry No. \_\_\_\_\_ and Contractor's quotation dated \_\_\_\_\_ and subsequent correspondence made between the parties.

The PSTCL has appointed the contractor as authorized contractor for supply of different types of vehicles on Daily Basis to Punjab State Transmission Corporation Limited vide PSTCL contract No. \_\_\_\_\_ dated \_\_\_\_\_ mentioning therein detailed terms & conditions. The contractor while acknowledging contract dated \_\_\_\_\_ has agreed to comply with the same.

This agreement contains \_\_\_\_\_ pages.

In witness where of the parties here to have affixed their signatures on the day, month and year written above.

**CONTRACRTOR**

**PSTCL**

**WITNESSES**

- 1)
- 2)