

DNIT FOR HIRING OF VEHICLE 8/9 TON OR EQUIVALENT HTV

PROPOSED TERMS AND CONDITIONS FOR HIRING OF ONE No. 8/9 TON HCV TRUCK OR EQUIVALENT INCLUDING LOADING AND UNLOADING BY 4 NO. UNSKILLED WORKERS FOR GRID CONST. SUB DIVISION, JALANDHAR

1. Tenders are invited for the hiring one 8/9 MT HCV or equivalent including loading and unloading by 4 no. unskilled workers for Grid Construction Sub-Division, Jalandhar 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 for (Upto 1200 KM)
- b) Per Kilometer running charges (Above 1200 KM)
- c) Out station charges (Per Night halt)

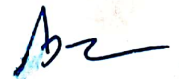
For hiring the vehicle, following terms and conditions will be applicable.

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.



- 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 the production of its receipts.

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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.



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.

xxxi) 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.

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 (1969620+GST @12%) Approximately 2205974/- 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.

xxxx) **Reverse Auction (RA)** • In case the no. of bidders are more than 3, the H1 (Highest) bidder shall not be eligible to participate in further process of the tender and his tender shall be rejected.

- All the Bidders shall be assigned a unique user name and password by e-tendering agency of PSTCL. Bidders are advised to change the password after the receipt of initial password from PSTCL to ensure confidentiality. All bids made from Login IDs assigned



to bidders shall be deemed to have been made by bidders/bidders' company/ bidders' authorized representatives.


- Bidders shall be required to submit their acceptance to the stipulated terms and conditions before participating in the R.A.
- Online Reverse Auction shall be conducted by PSTCL on pre-specified date and time for duration of 1 Hour. The bidders may quote the bids from their own offices /place of their choice. Internet connectivity is to be ensured by bidders themselves.
- All bidders are required to submit their price bid along with submission of Techno-commercial bid as per schedule. Only those bidders who submit their original bids within the scheduled time and who are considered technically and commercially eligible shall be eligible to participate in RA process.
- The 'Opening Price' i.e. start price for RA shall be decided by PSTCL. Bid Decrement shall be 0.1% of L-1 Bid Price obtained against a particular tender enquiry upon the opening of Price Bid of tender
- The maximum limit for reducing prices during reverse auction process shall be 40% of received L-1 FOR destination rate in original price bid.
- Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:-
 - a) Start Price
 - b) Decrement Value
 - c) Current Bid value of the Bidder (Total Bid Price)
 - d) Best bid in the Auction (Current L1 price)
 - e) Next Valid Bid (Total Bid Prices to be quoted in order to become L1)
 - f). Minimum Bid Price (Bidder to enter his minimum Bid Price here)
- Bidder may become 'L1 Bidder' by offering a price equal to or lower than the Next Valid Bid (i.e. current L-1 price minus decrement) and this shall continue as an iterative process.
- **Auction Extension Time** : If a valid bid is placed within 5 minutes of End Time of the RA, then Reverse Auction duration shall get automatically extended for another 5 minutes from the existing end 19 time. It may be noted that the auto extension will take place if a valid Bid comes in those last five minutes. If a bid does not get accepted as the lowest Bid, the auto-extension will not take place even if the bid might have come in last five minutes. The above process shall continue till no valid bid is received in last 5



minutes which shall mark the completion of reverse auction. The bidders are advised not to wait till the last moment to enter their bid so as to avoid complications related to internet connectivity, network problems, system crash down, Power failure etc. No request for extension in time period of RA due to any of the above reasons shall be entertained by PSTCL.

- If no bid is received within the specified time duration of the online RA, then PSTCL shall reserve the rights to scrap the online RA process and proceed with the L-1 Bid Price received through e-tendering for further processing.
- After completion of online Reverse Auction, the Closing Price (CP) shall be considered as L1 rate for further processing including negotiations (if required). Based on the final price quoted by bidders, the successful bidders shall be required to submit summary of Final Price in prescribed format (Summary of Final Price-Reverse auction, Uploaded by PSTCL in Excel Sheet) within 2 working days of conclusion of the RA. In case a bidder fails to submit the above Summary, then it may lead to cancellation of bid and call for action against the bidder which may include forfeiture of EMD/PEMD and suspension of business dealings etc. The final break up of prices will be given in a manner that all quoted prices shall be reduced proportionately by the same percentage and not arbitrarily.

xxxxi) All terms and conditions of PSTCL Corporate Transport Policy will be applicable which can be downloaded from www.pstcl.org.


Sr. Xen.
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