Issued to M/S Tender No.

TENDER DOCUMENTS

Proposed terms and conditions for hiring 2.5 Ton Capacity vehicle (Tata 407 or equivalent price)

Sealed limited tenders are invited for the hiring 2.5 Ton Capacity vehicle Tata 407 or equivalent price for Grid Const. Sub Division **Sangrur** office for Transportation of workers & Tool & Tackles under jurisdiction of Grid Construction Division Patiala having model not more than 3 year old on the tender opening date with All India Taxi Registration for Punjab State Transmission Corporation Limited, Patiala where respective office is located, on monthly Basis. Contractor will quote the rate in three parts in "Schedule of Price" as under:-

- Monthly fixed charges for (Upto 1000 KM)
- b) Per Kilometer running charges(Above 1000 KM) :
- Out station charges (Per Night halt)

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

- A) Terms and Conditions:-
- The Work Order for outsourcing of vehicle, for the vehicle not more than 3 year old on the tender opening date, shall be initially for a period of one year and the same shall be extendable, on year to year basis, for the further two years, subject to the performance of the Vehicle/Service provider/Market rates and the life/Kms of the vehicle. Hence the maximum period for which a vehicle shall be hired is 3 years.

e,

- Only Commercial Vehicle with entry in Registration Certificate shall 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.
- Vehicle shall be available for use round the clock, for utilization at our offices in Punjab, Chandigarh, and Delhi and also for deputing to the neighboring States of Haryana, Himachal Pradesh, Rajasthan and J&K.
- 4. 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.
- 5. Road tax for the vehicle shall be paid regularly and kept updated by the service provider.
- Service Provider shall have valid pollution certificate for the vehicle and the same should be available with the driver to be produced on demand.
- The service Provider shall obtain the passing/ fitness certificate and update Registration of vehicle from the concerned authority at his own cost.

Expenses towards fuel, Mobil oil, service charges and other repairs and maintenance of vehicle shall be borne by the Service Provider and the vehicle 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.

- 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.
- 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.
- Vehicle shall possess an All India Permit. No liability for the Inter-State permit charges would be borne by PSTCL.
- 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.
- 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.
- Service Provider shall also ensure that the Driver possess valid driver's license. Validity of Driver's license and fitness of driver shall be ensured from time to time.
- 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.
- 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.
- 18. 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.
- 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.
- 20. Service provider shall ensure mobile facility to the driver at its own cost.
- 21. Log book shall be maintained by the service provider.

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. shall invariably be made in the vehicle's log book.

- Timely payment to the service provider, not later than 15 days after submission of bill by the service provider.
- 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.
- 25. Variation of 08 paisa for every Re. 1/- variation in diesel cost, taking the base rate of diesel as that on the tender opening date, shall be applicable on actual kilometers run, effective from the 1st day of the subsequent month.
- Service Tax shall be payable by the service provider and service receiver as per the instructions issued by the Central Govt. from time to time.
- In case services of service provider are not satisfactory on any account, the contract can be terminated by giving 15 day's notice.
- 28. 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.
- 29. Vehicle shall be parked at suitable place provided by PSTCL.
- 30. Service provider is required to submit an Earnest Money Deposit (EMD) equal to Rs 10,000/-(Rs. Ten Thousand only) in shape of demand draft in favour of <u>Punjab State Transmission</u> <u>Corporation limited</u> Payable at Patiala. Tender / Offer without EMD will not be accepted. The EMD will be released after the completion of three months from the date of award of contract to successful bidder.
- The 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.
- 32. In case of withdrawal of the vehicle from the service of PSTCL, the service provider shall have to inform PSTCL 30 days in advance otherwise 30 days payment shall be deducted from their bill as penalty.
- Service Tax @ 15% on the 30% of the bill amount shall be payable as per FR Circular 1&2/2012.
- 34. The service provider is bound to provide vehicle along with driver within one month from the date of allotment order, failing which the allotment order will be treated as cancelled.

Sr. Executive Engineer Grid Const. Divn., P.S.T.C.LTD., PATIALA