

TERMS AND CONDITIONS FOR OUTSOURCING OF VEHICLE

1. Sealed tenders are invited in duplicate for the Outsourcing of one number Mahindra Scorpio/Xylo or equivalent in price vehicle having Model not older than 5 Years from the date of NIT, for a period of one year for the office of Addl.SE/Protection Divn., PSTCL, Mohali. The contractor will quote the rates on the "schedule of Prices" enclosed as **Annexure-III** as under:
 - a) Monthly fixed charges up to 1000 KMs.
 - b) Per Kilometer running charges above 1000 KMs.
 - c) Outstation night halting charges from 10 PM to 6 AM.
2. The Work Order for out-sourcing of vehicles, for the vehicles not more than 5 years old, shall be initially for a period of one year and the same shall be extendable on mutual consent, on year to year basis, for a further period of three years, on the satisfactory performance of the vehicle/service provider subject to the condition that the vehicle can continue in the department up to 7 years of its life. Hence the maximum period for which a vehicle can be hired is 4 years, after a period of 4 years, new tender needs to be floated.
3. 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.
4. 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.
5. 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.
6. Road tax for the vehicle shall be paid regularly and kept updated by the service provider.
7. Service provider shall have valid pollution certificate for the vehicles and the same should be available with the driver to be produced on demand.
8. The service Provider shall obtain the passing/ fitness certificate and update Registration of vehicle from the concerned authority at his own cost.
9. 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.
10. 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.



11. 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.
12. In case of non-availability of vehicle on daily basis, the same can be hired from market by the concerned officer(s)/office(s) subject to the maximum of rates as per 2(B) above and that amount will recovered from contractor monthly bill.
13. Service provider shall ensure mobile facility to the driver at its own cost.
14. Log Book should be maintained by the service provider & the log-book will be signed by the PSTCL's authorized official using the vehicle on the completion of the journey. However Log-book will be verified from time to time by the Addl.SE/AEE or any officer of the Division.
15. Payment shall be made by cheque/online on monthly basis on the basis of log Book, duly certified by the concerned officer. No advance payment on any account shall be made.
16. Variation of 05 Paise for cars and 08 paise for other vehicles, 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 24.04.2023, 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.
17. GST shall be payable by the service provider and service receiver as per the instructions issued by the Central Govt. from time to time.
18. 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.
19. Vehicles shall possess an Valid permit .No liability for the Inter-State permit charges would be borne by PSTCL.
20. Toll Tax/Parking charges, etc. wherever paid, shall be reimbursed as per actual, subject to the production of its receipts.
21. 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.
22. 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.
23. 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.
24. 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.



25. 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.
26. 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.
27. In case services of service provider are not satisfactory on any account, the contract can be terminated by giving 15 days' notice.
28. If at any time any question, dispute or difference, what so-ever, shall arise between the contractor 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. 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. "This condition will be part of NIT at the time of Tenders".
30. The Head of the office, for which the outsourced vehicle has been hired and the officer/official in-charge of the vehicle shall be directly responsible for non-compliance /non-implementation of these instructions.
31. In the future if the Indian Govt. imposes ban on Diesel Vehicle, in such situation, if the Contractor provides the equivalent Petrol vehicles at the same Diesel rate and same Terms and Conditions as mentioned in the Policy, then it shall be acceptable.

Terms and Conditions for the Driver of the Vehicle

1. The Contractor shall provide a driver along with 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 Authorized Officer of the PSTCL.
3. The Contractor shall be make available the Commercial Registration Certification 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 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.
7. Incase 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 facility will be provided to the driver of the vehicle by PSTCL.

Terms and Conditions for the monthly payment of bill of the vehicle

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 date of issuance of work order. No interest will be payable on the account 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 however be without prejudice to any other right arising or accruing to the corporation under relevant provisions of the contract like penalty/damages for delay in delivery including suspension of business dealing with corporation for a specific period. It will, however, be refunded after the contract has been executed faithfully.
4. PSTCL reserve the right to terminate the contract of the vehicle without assigning any reason, 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 date submission of bill of pervious month on verification of the entries in the log book.
6. The Kilometer run for the journeys, which are not verified/signed by the concerned officer, shall not be payable.

Paying Authority:

The paying authority will be Addl.SE/P&M Division, PSTCL, Mohali.

General Conditions:

1. The contractor is required to submit an Earnest Money Deposit (EMD) equal to 2% of the full contract value with minimum Rs.13000/- in shape of DD in favor of PSTCL, payable at Sahibzada Ajit singh Nagar.

Tender/offers without EMD will not be accepted.

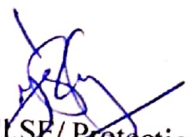
2. The EMD/Security submitted is liable to be forfeited on the following grounds:
 - On revocation of tender and/or change in the same without consent of PSTCL.
 - On non-completion of work.



3. Rates will be inclusive of all taxes (except GST) duties etc. No other charges shall be paid extra.
4. The contract will be initially for a period of one year, which may be extended on mutual consent as per policy of PSTCL.
5. GST shall be payable by the service provider and service receiver as per instruction issued the concerned authority from time to time. The Goods & Services Tax to be paid after applying all abetments/exemptions so as to ensure least payout from PSTCL under GST provision. The present rate of GST under RCM is 5%.
6. The bidder has to quoted the rates on the "Schedule of Prices" enclosed as annexure-1 along with terms and condition 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 the holidays, 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 tender and due date of opening of tender.
9. Incase services of service provider are not satisfactory on any account; the contract can be terminated by giving 15 days notice.

JURISDICTION:

10. All legal proceedings against this contract shall be jurisdiction of Civil Court at Sahibzada Ajit singh Nagar.
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 dated 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 reserve 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 Minimum Kilometers.
15. All the terms and conditions of the Work Regulations 1997 amended time to time shall be applicable.


Addl. SE/Protection Division
PSTCL, S.A.S Nagar,
Mohali.

SCHEDULE OF PRICES

Hiring of one number outsourced vehicle Mahindra Scorpio /Xylo or equivalent in price, having Model not older than 5 Years from the date of NIT, for a period of 1 year for the office of Addl.SE/Protection Divn., PSTCL, Mohali.

SCHEDULE (A)

Make and Model of Vehicle to be specified by the tenderer	Make:
	Model:

SCHEDULE (B)

SR.NO.	PARTICULARS OF ITEM	Maximum admissible rate as per Amended Corporate Transport Policy of PSTCL	Rates/Charges to be quoted by service provider in Rs.
1	Monthly Fixed Charges (Lump Sum) up to 1000 Kms:-	<u>Rs 36,000/-</u>	
2	Per Kilometer Running Charges above 1000 Kms:-	<u>Rs 9/-</u>	
3	Outstation Night Halting Charges from 10:00 pm to 6:00 am	<u>Rs 300/-</u>	

The above rates are inclusive of all Taxes except GST. GST if any @

I have read all the terms and conditions of the N.I.T. & are acceptable to me and have quoted the Rate/Charges as above in accordance with the stipulated terms and conditions.

Date: _____

Signature of the Contractor:-

Phone: _____

Company seal with Address:-
