

## Annexure – A

### Terms & Conditions for Hiring of Vehicle

#### **A) General Conditions for Tender/Outsourced Vehicle: -**

- 1) The contractor is required to deposit an Earnest Money Deposit (EMD) Rs 12,500/- (Rupees Twelve Thousand Five Hundred only) in shape of demand draft in favor of **PSPCL, Bathinda along with his/her/their quotation**. The Quotations without EMD will not be accepted. The EMD to non-successful bidders will be released within one month from the date of award of contract to successful bidder.
- 2) The EMD/Security submitted is liable to be forfeited on revocation/withdrawal of offer or change in the same without consent of PSPCL or non-completion of work.
- 3) **At the time of hiring, the vehicle should not be more than 4 years old.**
- 4) In case of withdrawal of vehicle from service of PSPCL, contractor shall have to inform to PSPCL 30 day's in advance otherwise 30 days payment shall be deducted from their bill as penalty.
- 5) The bidder has to quote the rates on the enclosed Performa as per **Annexure – B**.
- 6) In case any holiday declared by Govt./ other natural hazards on the day of opening of the tender, the same will be opened on the next working day.
- 7) The envelop (s) should be super scribed the with the name of firm & detail of tender and due date of opening of tender.
- 8) The undersigned reserves the right to reject any or all the tenders so received without assigning any reason.
- 9) Tender received telegraphically/fax/conditional shall not be accepted. Also tender without earnest money shall not be accepted.
- 10) Other terms and conditions of PSPCL transport policy issued vide memo no. 3304/4203/GB/V-612 dated 31-01-2023 or its amendment issued (if any) will remain applicable. The salient features of this policy are as mentioned below under part B.

#### **B) Terms and conditions for Outsourced Vehicle/Service Provider:**

- 1) **The work order for the out-sourced vehicle, 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.**
- 2) Only commercial vehicle with yellow number plate, entry in Registration Certificate will be hired. No Corporate (PSPCL) 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 be black listed.

- 3) The Vehicle will be stationed at Bathinda (Punjab) and will be used for local/outdoor journeys/travel usually in the state of Punjab and UT of Chandigarh. In very special case the vehicle will travel in the state of Himachal Pradesh, J&K, Rajasthan and Haryana.
- 4) The vehicle shall be insured comprehensively, including insurance for driver and passengers, during the period of engagement with PSPCL. 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 be always kept in good condition. In case of breakdown of vehicle, alternate vehicle shall be made promptly available by the service provider.
- 9) Cost of vehicle's registration, insurance, service/repair, and 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 kilo meters, if any, shall be paid by PSPCL.
- 10) Any halt charges, penalty including challan, damages, court case, police case etc. shall be the sole responsibility of the service provider and PSPCL shall not be party in such cases.
- 11) Vehicles shall possess valid permit. No liability for the Inter-State permit charges would be borne by PSPCL.
- 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 accident of the vehicle due to any kind of act of omission shall be of the service provider. PSPCL, 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 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 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.
- 17) 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 upto 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.
- 19) 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/- (Rupees one thousand only) per default shall be livable.
- 20) Service provider shall ensure mobile facility to the driver at its own cost.
- 21) Log book should be maintained by the service provider.
- 22) All the entries of each journey like Date, Place ('from' as well as 'to'), time of travel, 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.
- 23) The payment to the service provider shall generally be made within 30 days after the submission of bill by the service provider.
- 24) 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 05 paise for cars and 08 paise for other vehicles for every Rs 1/- variation in diesel cost taking the base rate of diesel @ Rs 90.25 (price as on 01.04.2022) shall be applicable on actual kilometers run, effective from the 1<sup>st</sup> day of the subsequent month.**
- 26) GST shall be payable by the service provider and the service receiver as per the instructions issued by the central Govt. from time to time.
- 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 vendor and PSPCL, upon or in relation to, or in connection with the order/contract, he may go for arbitration as per Arbitration clause contained in Works Regulation 1997 of PSPCL, 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.
- 30) Outstation Night halting charges from 10:00 pm to 06:00 am shall be Rs 300/-.
- 31) 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 the same Terms & conditions as mentioned in this tender/PSPCL transportation policy, then it shall be acceptable.
- 32) The seats shall be well cushioned and should have fine, neat and clean seat covers and vehicle shall also have rubber floor mats.
- 33) The contractor shall be liable to keep the vehicle in good condition at all times during the contract period.

- 34) The kilometer run, from the point of departure of vehicle for maintenance/repairs, the times it run and rejoin the duties shall not be considered for billing.
- 35) The vehicle shall be parked at suitable place provided by the PSPCL. In case the contractor/driver parks the vehicle at any other suitable place of their choice, then the mileage from that place to the place of duty will not be paid to the contractor.
- 36) Income Tax at source will be deducted as per prevailing rates from each running monthly bill as per Income tax Rules/Act as applicable from time to time.
- 37) Security deposit equal to 5% of the monthly running bill will be deducted from the monthly bills (excluding fuel charges) which will be refunded after closure /faithful execution of contract agreement and the amount deposited by the contractor as EMD shall be converted into security deposit which shall be released after the faithful execution of the contract period. Non-compliance of agreement shall invite forfeiture of this amount of the contractor/service provider. No interest will be paid on this amount or security deposit.
- 38) The kilometer run for the journeys which are not verified/signed by the concerned officer, shall not be payable.
- The payment will be approved and verified by O/o: Addl.SE/DP Cell-1, PSPCL, Bathinda.
  - The payment shall be issued by O/o: Addl.SE/DP Cell-1, PSPCL, Bathinda.

39) **GOODS AND SERVICE TAX:**


- PSPCL is registered centrally in the state under **GSTIN 03AAFCP5120Q1ZC**.
- GST, as applicable, will be paid as per prevailing provisions of GST Act & Laws against submission of documentary proof at rate(s) prevailing during the contracted delivery period on the basis of actual. The following certificates shall have to be furnished along with invoice –cum-gate pass duly signed by the authorized agent /signatory. The first invoice should accompany the specimen signatures of the authorized signatory duly attested by the owner of the vehicle/proprietor of the firm with a copy of orders regarding his appointment as authorized signatory.
- Certified that the transaction on which the GST is claimed has been/shall be included in the return submitted / to be submitted to the GST Authorities and the amount claimed from the Punjab State Power Corporation Ltd. has been / shall be paid to the GST Authorities.
  - Certified that the goods on which GST has been charged have not been exempted under GST Act or rule made there under and that the GST charged on these goods is not more than what is payable under the provisions of relevant act.
  - Certified that we shall indemnify the Punjab State Power Corporation Ltd. in case, it is found, at a later stage that wrong or incorrect payment had been received on account of GST, the same will be refunded.
  - Certified that we are registered dealer under the GST Act and our Registration No. is .....



- ii) In case the GST is applicable and is required to be paid extra as referred to Para-(i) above, the tendered should clearly indicate HSN code of item along with present rate (in percentage) applicable to their company.
- iii) The maximum rate (in percentage) up-to which the GST may become livable/ payable under the prevailing Rules & Regulations applicable to their company, should also be clearly indicated in their tender.
- iv) In case the GST is applicable /payable, necessary certificate of GST claimed / GST Gate Pass duly authenticated by the authorized representative of GST Authorities, shall however, be furnished by the supplier along with each consignment. The supplier should, therefore, clearly indicate in their tender that whether such GST Gate Passes/Certificates shall be furnished by them or not.  
NOTE: The firms indicating nil or concessional rate of GST in their tenders (if any) will have to absorb GST up to the full rate applicable at the time of tendering.
- v) FURTHER any loss due to non-availability of ITC or levy of penalty/ interest payable by PSPCL on account of non-filing of return or non-compliance or any miss-statement given under the provisions of GST ACT by the firms shall be recoverable from them.
- vi) GST at applicable rates shall be payable as per prevailing rules/laws.

**40) Jurisdiction**

All legal proceedings in connection with the work allotment order-cum-contract agreement shall be subject to the territorial of Local Civil courts at Bathinda.

  
**ASE/DP Cell-1,  
PSPCL, Bathinda**  
Addl. SE/DP Cell-1,  
PSPCL, Bathinda