

General Terms and Conditions
(hiring of vehicles for 3 years extendable upto 5 years)

- i) That the unutilized mileage kilometer will be carried forward to the next month and thus will be continued till the end of one year.
- ii) That the time and distance is to be calculated to and from the time and starting place of reporting to the time and place of ending point.
- iii) That the vehicles to be provided by the second party shall be in excellent working condition and the vehicle should not be later than the previous year of manufacture at the time of hiring and should be of BSVI. The vehicle should be kept neat and clean and in perfect running condition with clean interiors and the vehicle should have seat covers, Audio System and foot mats etc.
- iv) That the vehicle provided by the second party must have valid permit for running on hire. It should be insured as per existing laws and rules at all terms. The insurance charges, license charges for running on hire, road tax etc. will not be borne or reimbursed by the first party. However, toll taxes, if any will be reimbursed on producing vouchers by the second party.
- v) That the vehicle shall be for the exclusive use of this Department during the period of the contract with the department, the vehicle shall not be used by the second party for any other purpose, such as plying for other parties or for personal use etc.
- vi) That during the period of contract, the vehicle shall be at the disposal of the first party for whole period. The vehicle can be called at any time. The vehicle would remain at the disposal of the department for all seven days in a week during the entire contract period. The vehicle should not be used by the second party for any other organization or individual either during day or night during the entire contract period.
- vii) As a component of the hiring of the vehicle, the second party will provide the vehicle with the driver and all expenses related to salary and allowance of the driver, over time payment, maintenance of vehicle, insurance, petrol, diesel oils, or any other expenditure related or incidental to the vehicle and the driver will be borne by the second party. The first party will pay only hire charges for the vehicle.

- viii) That all legal obligations in respect of the vehicles i.e. Insurance, Road Tax, Permit/registration and permission etc. and salary etc. in respect of the driver will be the sole responsibility of the second party.
- ix) That in the event of emergency breakdown of a vehicle or absence of driver, the second party shall make alternative arrangement by providing a substitute vehicle of current year model and driver within 6 hrs. In case of failure to do so, the first party would have a right to hire another vehicle from the market and shall be adjusted from the hiring charges mentioned in contract.
- x) That where the driver is provided by the second party, the driver should have valid driving license with the minimum of three years of driving experience for the class of vehicle offered for hire.
- xi) That where the driver is provided by the second party, the driver of a particular vehicle should not be frequently changed except in unavoidable circumstances.
- xii) That where the driver is provided by the second party, the driver on duty should be provided with mobile phone by the second party, at his cost, for easy communication.
- xiii) That where the driver is provided by the second party, the driver should be decent and well behaved. The driver should not have criminal antecedents and it shall be responsibility of the second party to verify his background before deployment. The conduct of the driver will be sole responsibility of the second party and in this regard, the first party shall not be responsible in any manner, whatsoever. Work and conduct of the driver should be satisfactory.
- xiv) That where the driver is provided by the second party, of non-compliance of the driver deployment conditions of contract, a penalty may be levied on the basis of certificate signed by the Controlling officer. The penalty for some of the defaults is as under:-

Sr. No.	Nature of Default	Penalty Rs.
1	Late Reporting (if more than 30 minutes)	Rs. 500/- per day

2	Non reporting	Rs. 1000/- per day
3	Refusal of duties	Rs. 1000/- per instance
4	Change of Vehicle/ driver without prior intimation.	Rs. 200/- per instance

- xv) That the second party and driver (if provided) shall be bound to carry out the instruction of the first party as well as of the controlling officer of the vehicle.
- xvi) That in case of any accident, all the claims/ damages arising out of it, shall be met by the second party. The second party shall be responsible for any loss/damage to property or life due to negligence of driver or poor maintenance of vehicle or due to an accident. The first party shall not be responsible for any such loss / damage.
- xvii) That the second party shall provide dedicated vehicle and driver to the first party. Any change in vehicle and / or driver should be made in exceptional circumstances and with the prior intimation to and approval of the first party.
- xviii) That the second party shall be responsible for the suitability, medical fitness and police verifications of the character and antecedents of the manpower engaged by it for deployment and for satisfactory implementation of the service.
- xix) The second party shall fulfill the various conditions stipulated by law, Government orders/ notifications etc. in respect of hiring and safety of vehicle.
- xx) The first party shall not make any payment other than the agreed hire charges. The fuel charges, which are the part of the hiring charges, for which the average of the 1st month of hiring will be compare with the last month of hiring i.e. 12th Month. Any increase/decrease in %age shall be reflected in the fuel charges to arrive at the final hiring charges for the next 12 months.
- xxi) That where the driver is provided by the second party, driver shall not do any private work other than the assigned duties.
- xxii) The second party shall ensure that peace and order is maintained in the premise of the department by his employees/ driver.

- xxiii) That the second party or his representative shall ensure that all his personnel/driver will behave courteously and decently with the officers/officials of the department and also ensure good manners.
- xxiv) That the second party shall upload the documents on App. and also shall submit copies of the Registration Certificate and insurance policies etc. of the vehicle being offered for hire and particulars of the driver with photograph.
- xxv) That the vehicle provided by the second party should carry a designation plate as decided by the first party and for which no separate payment shall be made. The designated plate should be covered when concerned officer is not occupying the vehicle.
- xxvi) A log book shall be maintained by the Driver which will be duly certified by the controlling officer.
- xxvii) Tentative requirement : 15 Vehicles for Segment-1, 7 vehicles each for Segment 2 & 3 and 2 Vehicles for Segment-4. The requirement of the vehicle can be increased or decreased without assigning any reason. The concerned department will enter into the agreement of hiring the vehicles at their own level and all expenses and correspondence will be done by the respective hiring department.
- xxviii) The vehicle provider can apply for any one segment of Vehicles also.
- xxvi) The vehicles will be required for the offices situated in Punjab and Chandigarh.

1. Payment Schedule:-

- i) The second party shall submit the monthly bill in triplicate enclosing the summary sheet within three days before the end of the month which should be duly verified by the controlling officer. Payment will be released after making necessary verification.
- ii) The first party shall release due amount after making recoveries, if any during the month, subject to deduction of tax at source.

2. Contract amendments:-

That no variation in or modification of the term of the contract shall be made except by written amendment signed by both the parties.

3. Sub Contract:-

The second party shall notify first party in writing of all sub contracts awarded under the contract if any already specified in its bid. Such notifications, in its original bid or later, shall not relieve the second party from any liability of obligation under the contract.

4. Termination for Default:-

First party may, without prejudice to any other remedy for breach of contract, by 15 days written notice of default sent to the second party, terminate the contract in whole or in part:-

- i) If the second party fails to perform the maintenance service within the time period(s) specified in the contract, or any extension thereof granted by first party; or
- ii) If the second party fails to perform it's any other obligation(s) under the contract.
- iii) Any other valid reason conveyed by Ist Party.

5. Termination for insolvency:-

First party may at any time terminate the contract by giving written notice to the second party, without compensation to the second party, if the second party becomes bankrupt or otherwise, insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to first party. In case the second party wants to withdraw the contract, it will serve at least 3 months prior notice to first party.

6. Arbitration:-

In case of any dispute, the matter shall be referred to the Administrative Secretary of the respective hiring department .

Hiring of Vehicles for 3 Years extendable upto 5 Years

Sr. No.	Type of Vehicles	Monthly rates (2000 Km per month)			Charges for extra Kms (over 2000 Km per month) in Rs. per Km	Night Halting Charges
		Fuel charges (2000 Kms)	Other Charges (Driver, Maintenance, insurance, Road Tax and License Charges etc)	Total		
1	<u>Segment-1</u> Vehicles price ranging from Rs. 5 Lacs to 8 Lacs (Ex-showroom price)					
2	<u>Segment-2</u> Vehicles price ranging from Rs. 8 Lacs to 10 Lacs (Ex-showroom price)					
3	<u>Segment-3</u> Vehicles price ranging from Rs. 10 Lacs to 12 Lacs (Ex-showroom price)					
4	<u>Segment-4</u> Innova Crysta GX/VX					

CHECK-LIST

(SUMMARY OF COMPLIANCE TO THE REQUIREMENT OF THE TENDER)

Sr.No.	Description of requirement	Yes/No	Page/AnnNo.of Enclosed Tender
1.	DD of Rs. 500/- as Tender document fee (In case tender document downloaded from website)		
2.	Whether the applicant is an individual/Firm/Company Attach Prof. <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> (Tick applicable)	Yes/No	
3.	R.C. Book*		
4.	Road Tax Clearance Certificate*	Yes/No	
5.	Certificate of the Valid Insurance Policy	Yes/No	
6.	Valid driving License for the category of the vehicle quoted*	Yes/No	
7.	Valid Pollution Certificate (PUC)*	Yes/No	
8.	Details of other organizations where such contracts are undertaken (attach supportive documents)	Yes/No	
9.	Technical Bid sealed in the separate envelope	Yes/No	
10.	Financial Bid Performa completed and sealed in a separate envelope	Yes/No	
11.	Acceptance of terms and conditions attached. Each page of terms and conditions to be duly signed as token of acceptance and submitted as part of tender document.	Yes/No	
12.	In case the vehicle is yet to be purchased, undertaking attached.	Yes/No	
13.	Address proof of the owner of vehicle/proprietor or partner of a firm, company etc.	Yes/No	

*Attach self-attested photocopies

Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of Tenderer with seal)

Name:
Place:
Date:

Seal
Office Address:

FORM OF BID

- a. I/we, M/s _____ hereby undertake to provide name of vehicles (Petrol/ CNG/ Diesel -AC) strictly as per the terms of the Tender Document and to the complete satisfaction and the terms and condition are acceptable to me/us without any deviation.
- b. I/We shall be charging lump sum cash consideration at the rate mentioned in Annexure-iii in the event my/our bid is accepted by the Taxation Commissioner, Punjab, Patiala. I/We have carefully read and understood the Terms and Conditions of the Tender and accordingly confirm that the aforesaid rate quoted by us is inclusive of all taxes.

Place:

Dated:

Signature _____

Name _____

Bidder _____

Address _____

TECHNICAL BID-TECHNICAL INFORMATION AND UNDERTAKING

Document) Sub;- Tender For "Hiring of (Petrol/ CNG/ Diesel -AC) Vehicles"

1.	Name of the Tenderer/Agency;	
2.	Office Address (with Tel.&Mob.No.)	
3.	Service Tax/GST Registration No. along with proof thereof, if any, required.	
4.	Nature of the firm/agency; (i.e. Sole Proprietor or partnership firm or a company or a government department or a Public Sector Organization)-Copy of Registration Certificate be furnished.	
5.	Working experience of the Firm (in years)	
6.	PAN NO.	
7.	Nos./Age in Years/Model/Make of the vehicles offered by the firm (in Case the vehicle is yet to be purchased the same be mentioned in this column.	Total Nos. of vehicles offered() in words() 1.----- 2.----- 3.----- 4.----- 5.-----
8.	Availability of Cell phones with the Drivers is mandatory (Tick Yes)	<input type="checkbox"/> Yes
9.	Remarks (if any)	

Date

Station:

Sign.-----

Name-----

Seal.-----

Financial Bid Performa

Annexure-(iii)

Sr. No.	Type/Variant of Vehicles	Monthly Rates 2000 KM/ Month (Not more than Rs. 45000/- per vehicle)	Rate for extra KMs more than 2000 KM (Not more than Rs. 10 per KM)
I.			
II.			
III.			
IV.			

Note:

1. Rates per month per vehicle in Rupees be quoted taking into consideration all Taxes except for.
2. Toll and parking charges shall be paid by the Department as per conditions laid down in tender documents.

(Signature)

Place:

Name: _____

Date:

Address: - _____

Contact No.: _____