

## **TERMS AND CONDITIONS OF THE TENDER DOCUMENT**

### **Hiring of various Model of Cars (AC) Diesel on regular basis as and when required.**

1. The cost of the tender document is Rs. 500/- and the same can be purchased from the office of \_\_\_\_\_ by making a payment in the form of Demand Draft/ Banker's Cheque drawn in favour of \_\_\_\_\_. The Tender Document can also be downloaded from the website of the office of \_\_\_\_\_. In case the document is downloaded from the website then a Demand Draft/Banker's Cheque of Rs. 500/- as cost of Tender shall be put in a separate envelope and attached with the Technical Bid.
2. Tenders should be accompanied by Bid Security for an amount of Rs. 10,000/- (Rupees Ten Thousand Only) for first vehicle and subsequently Rs. 5000/- of every additional vehicle offered which shall be submitted in the form of Demand Draft/Pay Order/Bankers' Cheque in favour of \_\_\_\_\_ payable at \_\_\_\_\_. Tender submitted without the aforesaid Bid Security shall be summarily rejected. The Bid Security shall not bear any interest. The Bid Security of the unsuccessful bidder as well as that of the successful bidder shall be refunded after signing of the contract between the Competent Authority and the successful bidder. The Competent Authority in this case is \_\_\_\_\_ or any other Authority designated for the purpose.
3. The bidder who quotes the lowest amount of the Monthly Cash Consideration in the "Financial Bid Performa" at Annexure-(iii) of this Tender Document shall be declared as the successful bidder and consequently his bid/tender shall be accepted.
4. A letter shall be issued by Competent Authority of the successful bidder, who shall submit performance security equivalent to the rate of total monthly cash consideration amount applicable to the contract by way of cheque/Demand Draft in favour of the \_\_\_\_\_ payable at \_\_\_\_\_ within 15 days of issuance of such letter.
5. The successful bidder shall be required to sign the contract as per this Tender Document within 7 days of depositing of the Performance Security as stated in clause 4 above.
6. The successful bidder shall have to provide vehicle within a period of one month from the date of the signing of the contract. If the successful bidder fails to provide Cars within a period of one month from the date of signing of the Contract, the Bid Security deposited by the said bidder shall be appropriated by Competent Authority and the next ranked bidder shall be invited to sign the Contract by way of issuing a supply/acceptance order. The period can, however, be extended by one month with the concurrence of the Competent Authority.

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7. The tenders are to be submitted in the following manner:

A) Envelope No.1 (Technical Bid) should contain the following:

- i) Demand Draft of Rs. 500/- in case the Tender Document is downloaded from the website.
- ii) EMD as stated in the Terms and Conditions of the Tender Document.
- iii) Annexure-(i) Form of Bid) and Annexure-(ii) (Technical Bid-Technical Information and Undertaking) of the Tender Document.
- iv) Other documents as stated in checklist.
- v) Xerox copy of the Tender Document with each page duly signed by the authorized signatory of the bidder.
- vi) may at its discretion appropriate the Bid Security of any such bidder who submits a conditional bid or submits the bid in any modified version of the "Form of Bid".)

A) Envelope No.2 (Financial Bid) Should contain the following:-

- i) This envelop should be marked as **Financial Bid** and will contain Annexure-(iii) i.e. The Financial Bid Performa.

B) Envelope No.3 (Master Envelope) should contain the following:

- i) This envelope should be marked as **tender for hiring of cars** and will contain Envelop No.1 and 2. All the envelopes should be separately sealed.

C) The duly filled up Tender Documents should be delivered in the office of \_\_\_\_\_ latest by \_\_\_\_\_

8. **Technical Bid:** The technical bid should be submitted in form given in Annexure-(ii) along with the requisite Bankers Cheque/Demand Draft and along with registration particulars, copy of PAN Number issued in favour of the application, full details of the number of Cars registered in the name of the applicant and other information as sought for in Annexure-(ii).

9. **Financial Bid:** The Monthly Cash Consideration amount as quoted in the Financial Bid is minimum guaranteed payment which will be paid to the Bidder per month irrespective of the mileage operated by the vehicle subject to the maximum of 2000 K.M. per month. The annual increase in the rent of the vehicle shall be made as per decision taken by the department of transport in this regard.

10. In case the applicant is asked to operate the vehicle over and above the ceiling fixed in clause 9 above, a payment of Rs. \_\_\_\_\_ and Rs. \_\_\_\_\_ per K.M. will be paid for the vehicles mentioned at Sr. No.1 and 2 of the Financial Bid respectively. Apart from above for any outstation journey where duty exceeds 12 hours in day, an allowance of Rs.200 per day will be paid to the driver. Toll and parking charges shall be paid by the Govt.

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11. The applicant will be allowed four off days in a month, preferably Saturday or Sunday or as desired by the Competent Authority, for ensuring proper maintenance and upkeep of the vehicle. It is the responsibility of the applicant to ensure proper upkeep of the vehicle including cleanliness and in case the applicant fails to provide a car or substitute car in place of defective/breakdown car or for dereliction of duty on the part of the driver, the contractor will have to compensate the Govt. for an amount equal to the hiring charges incurred by the authority for hiring similar category of car/taxi from some other agency.
12. The empanelled agencies shall ensure that the cars/taxies provided should not be more than one year old from the date of sale of vehicle.
13. The drivers should display their driving License prominently on the dash board of the car as now mandated for all taxis. Driver should always have their mobile phones in on mode.
14. The empanelled agencies shall ensure that the cars/taxi have valid papers including RC book and insurance etc. and the drivers are in possession of a valid License during the period of the Contract.
15. The empanelled agencies shall ensure the compliance and depositing of all Taxes including Income Tax, Motor Vehicle Tax, etc., including any taxes imposed in future also. However, the Service Tax, if any payable, shall be paid by the Bidder and the same shall be reimbursed to him on actual basis.
16. The empanelled person/agencies shall be responsible for and indemnify the Govt. for any loss, damage and legal actions and cost/compensation/charges/fines/claims owing to violation of any traffic rules, accident or any other eventuality ceasing out of the hiring of such vehicle. Under no circumstances any such responsibilities/claims can be transferred to the Govt.
17. **Bid Opening:** The Technical bids shall be opened on \_\_\_\_\_ at \_\_\_\_\_ in the office of \_\_\_\_\_ in the presence of tenders or their authorized representatives who wish to be present on that date. The Technical Bids will be evaluated and the date and time of the opening of Financial Bids shall be informed to the Bidders.
18. **Parties:-** The parties to the Contract are the contractor (the tenderer to whom the work has been awarded) and \_\_\_\_\_.
19. **Addresses:** For all purposes of the contract including arbitration thereunder, the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address and contact



number(s) by a separate letter sent by registered post with acknowledgment. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address and contact number(s) in the aforesaid manner.

20. **Earnest Money:** The Earnest Money Deposit of the successful bidder shall be refunded after receipt of Security Deposit and the DDs/Bankers Cheque(s) of unsuccessful bidder(s) will be refunded within 30 days after the finalization of the contract. No interest will be paid on EMD. Tendered/Bidder shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tendered/bidder fails to comply with the stipulations made therein or backs out after quoting the rates, the aforesaid banker cheque/demand draft will be forfeited. The tender without Earnest Money will be summarily rejected. No claim shall lie against the Govt. in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
21. **Signing of Tender:** The individual signing the tender and other documents connected with contract must specify whether he signs as:-
- (a) A "sole proprietor" of the concern or constituted attorney of such sole proprietor;
  - (b) A partner of the firm, if it be partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm; and
  - (c) Director or principal officer duly authorized by the Board or Directors of the Company, if it is a Company.

**Note Below:**

- i) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly signed & affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
- ii) In the case of partnership firm, where no authority to refer disputes concerning the business of partnership firm has been conferred on any party, the tender and all other related documents must be signed by all partners of the firm.
- iii) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid for such other person and if, on enquiry it appears that the

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persons so signing had no authority to do so, this office may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

iv) Each & every page of the tender document shall be signed by the bidder.

22. **Validity of the Bids:** The bids shall be valid for a period of 60 days from the date of opening of the tenders.

23. **Contact Term:** To begin with, the contract will be for a period of one year initially and extendable twice upto three years if performance or service is found satisfactory on annual review. The contract period shall commence from the date of delivery of vehicle for operation.

24. Log book shall be provided by the Bidder in the vehicle which will be maintained by the driver. The driver will get the Log Book regularly filled and signed from the officers using the vehicle clearly indicating place visited, time, KMS covered, etc.

25. **Communication of Acceptance:** Successful Tenderer will be informed of the acceptance of their tender.

26. The amount submitted towards EMD/Security Deposit will be forfeited by the order of the Competent Authority in the event of any breach or negligence or non-observance of any terms/condition of the contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, the amount of performance Security and final bill payment shall be retained until the final audit report on the account of firm's bill has been received and examined. But the maximum time limit for this formality is two months after the expiry of the contract. The amount so retained can be considered for appropriation by the Govt. to cover any incorrect or excess payments made on the bills to the firm.

27. **Penalty:**

(a) In case of breach of any condition/s of the contract and for all type of losses caused including excess cost due to hiring of car from the market in the event of applicant failing to provide requisitioned number of cars or not providing car(s), the office shall make deductions at the rate of hiring rate on pro-rata basis from the bills preferred by the applicant or that may become due to the applicant under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the \_\_\_\_\_.

(b) The powers of the Competent Authority under this condition shall in no way affect or prejudice the powers in certain events to

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terminate the contract vested in him as herein provided nor forfeiture of deposit mentioned under clause 24 and 27 above.

**28. Breach of Terms and Conditions:**

In case of breach of any of terms and conditions mentioned above, the competent Authority will have the right to cancel the work order duly stating the reasons therefor. In such a case the competent authority may cancel the work order after giving a prior notice of 15 days.

**29. Sub-letting of work:** The firm shall not assign or sublet the work or any part of it to any other person or party.

**30. The tender is not transferable.**

**31. Terms of payment:**

- a. No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.
- b. The applicant shall submit the bill at each stage/in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment.
- c. The Competent Authority shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties imposed by the Govt., if any, duly stating the reasons of such withholding of the payment in full or in part to the contractor.

**32. Arbitration:** If any difference arises concerning this Agreement, its interpretation or the payment to be made there under, the same shall be settled by mutual consultations and negotiation. If attempts for conciliation do not yield any results within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an arbitral tribunal containing a Sole Arbitrator to be appointed by the office of Deputy Commissioner.

**33.** For all matters of dispute, jurisdiction shall be at the local courts located at \_\_\_\_\_ or the place of office of the Competent Authority who has signed the contract.

**34.** Department of Finance reserves the right to reject any/all tenders at any stage without any reason whatsoever and without being liable in any manner towards any bidder. Further, the Department of Finance also reserves the right to either annul or cancel the bidding process at any stage without assigning any reason whatsoever and without being liable in any manner towards any bidder or prospective bidder.

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