

TERMS AND CONDITIONS

Subject: Hiring of Two mid size cars for Office Use.

The Office of the Accountant General (E&RSA), Karnataka, Bengaluru wishes to hire **two mid size cars (5 seater) Toyota Etios/Maruti Ciaz/Hyundai Verna** for use in office on monthly rent basis on the following terms and conditions.

1. The vehicle should be meant for commercial use (Yellow Board).
2. The Agency must have a minimum of three years' experience in supplying vehicles. Proof of at least two contracts relating to supplying of vehicles to Central Government / State Governments / PSUs / Bank / reputed private firms in last three years along with attested copies of the supply order be enclosed with the tender document.
3. The Agency should have its own Bank Account. Certified copy of the account maintenance for the last three years issued by Bank shall be enclosed along with certified copies of the PAN card and the registration of GST shall be attached with the Bid document.
4. Self-Certificate that the firm has not been blacklisted by any Central Government Office /Ministries/PSU's/Banks, etc. should be enclosed. Giving false information will be liable to cancel/terminate the contract without giving notice.
5. The Agency must attach proof of successful and satisfactory completion of three contracts/works each amounting to Rs. 7.50 Lakh per annum or 2 works amounting to Rs. 10 Lakh each or 1 work amounting to Rs. 20 Lakh per annum during the last three years as on tender opening date. The certificate should be from prominent organizations (Government organizations / PSUs / Banks/ reputed private firms).
6. **Earnest Money Deposit (EMD)** The bidder should deposit Earnest Money Deposit (EMD) of **Rs. 50,000/-** (Rupees Fifty Thousand only) (refundable to unsuccessful bidders without any interest) in the form of Demand Draft / Pay order payable to "Pay and Accounts Officer, I.A. & A.D Dept, Bengaluru. All bidders have to deposit the EMD at the time of scrutinizing of documents by the Committee constituted for this purpose. **The bid without EMD shall be rejected and no correspondence will be entertained on this subject.**

A. Terms and Conditions of the Contract: General

1. The contract will be initially for a period of one year and is likely to commence from the date of signing of the agreement which may be extended for a further period of one year on the same rates, terms and conditions depending upon the requirement and administrative convenience of this office. Any further extension can be considered on mutually agreed terms and condition.
2. The date of purchase of vehicle provided should not be earlier than 2017 and should not have run for more than 15,000 kms.
3. Taxies to be provided by the Contractor(s) should be in perfectly good and sound condition mechanically and suitable for use by Senior Officers. The vehicles should be comprehensively insured.
4. The vehicles will have to be fitted / provided with the following accessories/utilities: -
 - a) Clean seat covers
 - b) Quality radio music system
 - c) Reading lamp
 - d) Tissue paper box
 - e) Car perfume
 - f) Seat Belts (Front & Rear)
5. The firm should ensure that the drivers hold valid driving license, badge and are well trained, well behaved, reasonably educated, conversant with traffic rules / regulations and city roads/routes as well as security instructions. Each driver should be insisted by the agency to wear white uniform while on duty. they also should provided to this Office along with the vehicle a police verification certificate.

6. Each driver employed by the firm must have a cell-phone duly activated. The details of drivers' mobile phone/contact nos. should be shared in advance with the Office.
7. A list of drivers who would be deployed on duty along with their valid driving license nos. has to be provided to the Office. No driver should be changed unless the officer to whom the driver reports is suitably apprised in advance. The firm should inform in advance the bio-data of all drivers who would be deployed on duty.
8. The contractor must also ensure that all the necessary documents (Registration Certificate, Insurance papers, Pollution certificate, permit copy etc.) are available with the vehicle/driver deployed for duty for the Office.
9. The driver should not refuse to carry office files/luggage when necessity arises or ordered by the officer concerned.
10. The contract should be for this office exclusively and the drivers/cars should not be used for services of other offices/organisations/individuals during or after the duty period of this office.
11. **The duration of running for the vehicle will be a minimum of 12 hours per day on 26 days of the month. One vehicle will be at the disposal of this office from Monday to Saturday and another vehicle from Sunday to Friday (i.e. six days a week).**
12. **Full month mileage would imply 2500 kms . If the vehicle is used for more than 2500 kms in month and beyond the daily timing of 12 hours per day as specified above, additional charges per km or per hours, as the case might be, may be specified.**
13. Rates once finalized will be fixed at least for a period of one year and used as base rate in case of upward / downward change in rates in fuel prices after the one year contract period, in case the same contractor is given an extension.

14. A daily record indicating time and mileage for each vehicle shall be maintained by the driver in a log book in a format as per govt. instructions and the log book shall be submitted to officer concerned in our office daily for scrutiny.
15. **The time and mileage shall be taken into account from the reporting time at the appointed place, i.e. pick-up of the designated Officer and drop place of the designated Officer (both at the time of reporting and closing). There will be no dead mileage. In other words, to and fro journeys from the travels' office to the reporting place and releasing place to travels' office will not be counted for computing the mileage or time.**
16. Once the hiring of vehicles commences from a particular agency / firm, the **vehicles and drivers should not be changed unless so requested for by the Office.** The vehicle must be available **at any time of day as desired by the Office.**
17. Any overtime arising due to breakdown of vehicle supplied by Agency shall be on his account and shall not be charged to this office. In case of breakdown of any vehicle during duty, it shall be the responsibility of the firm to provide a substitute vehicle, which is of similar make as replacement immediately.
18. The liability of the Office will be limited to the hiring charges agreed in the contract. No additional terms & conditions over and above the conditions stipulated above shall be entertained by this Office.
19. The agency will be responsible for compliance of all statutory provisions related to minimum Wages, etc, in respect of the drivers deployed by it. The tendering agency will be fully responsible for payment of wages and other dues and compliance of all labour laws, welfare schemes applicable to the drivers deployed by them in the Office.
20. A) In case of **breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the contract immediately**

without assigning any reason thereof, and nothing will be payable by this Office in that event and also not liable to issue one month's notice.

B) The Head of Office, however, reserves the right to terminate / curtail the contract at any time after giving **one week's notice without assigning any reason. Other than breach of contract**,

C) **The contract can be terminated by giving one month notice by either party in case of other than A and B.**

21. For all disputes / differences / interpretation, etc. whatsoever arising out of or relating to this contract, meaning and operation or effect of this contract or the breach thereof, decision of this Office shall be final and binding on both parties.
22. Bidder submitting a tender would be presumed to have read and fully understood all the terms and conditions and instructions contained in the tender documents and parts/annexure thereof. No enquiry, verbal or written, shall be entertained in respect of acceptance/rejection of the tender.

B. Terms of Payment:

1. No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of contract.
2. All payments shall be made on monthly basis against the bill duly supported by duty slips to be signed by user(s) or concerned authorized officer of this office.
3. This Office shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in this contract.
4. The term 'payment' mentioned in this para includes all types of payment due to the contractor arising on account of this contract **excluding** Earnest Money and Security deposit governed by the separate clauses of the contract.

5. Duly signed bills in triplicate shall be submitted along with the daily log book / duty slips of car's usage signed by the authorized officer of this office. The car registration number should be mentioned on the bill. If car registration number is found to be that of the one registered before 2017, appropriate penalty will be deducted from the bill
6. **Payments, subject to Tax Deduction at Source (TDS)** shall be processed within 21 days of the **submission of the complete bills/documents.**
7. Actual parking charges/Toll charges will be payable along with the monthly bills, only upon submission of the parking bills / toll receipts, etc. in original.

C. Penalty

1. Any complaint from the users regarding poor upkeep, maintenance, non-availability of above accessories or any of the conditions prescribed for drivers not being met would attract a cut from the bill for that day(s) on pro rata basis @ 25% in the first instance, 50% in the second instance and removal of driver and / or vehicle from the fleet on the third instance.
2. Rs. 500/- for every instance will be deducted in case of delayed reporting by the driver and Rs. 1000/- per day will be deducted in case of non-availability of the vehicle(s) on any day. Further, in case of non-availability of the vehicle(s), alternative vehicles will be hired from the open market and the expenses incurred thereon shall be deducted from the monthly bill of the contractor.
3. In case the vehicles provided by the concerned agency is not as per terms and conditions, this will attract penalty amounting to Rs. 1000/- @ per day per vehicle.
4. **In case the above digressions continue on a regular basis, the Office reserves the right to cancel the contract without giving the statutory one month's notice.**

D. Condition in case of dispute

1. Any dispute with regard to any point in connection with hiring of vehicles will be referred to the Authorised Officer who will discuss the problem mutually and the decision taken will be final and binding.
2. For all disputes / differences / interpretation etc. whatsoever arising out of or relating to this contract, meaning and operation or effect of this contract or the breach thereof, decision of the Office shall be final and binding on both parties.
3. Alternative vehicles will have to be provided immediately in case of break-down / accident etc. failing which the taxi will be hired from the open market and the expenses incurred thereon shall be deducted from the monthly bill of the contractor.
4. During or after the tender period and till the agreement is signed, the terms and conditions may undergo some minor changes after discussion with the firm to which the contract is awarded.
5. Inspection of vehicles/drivers shall be carried out at any time by the Authorized Officer or his representative in the Office compound at the discretion of the office.
6. The tender process of contract can be terminated at any time without any notice at the discretion of the Office.

Proforma for submitting information/quotation in response to Advertisement by O/o Accountant General (E&RSA) with reference to hiring of cars.

Details of Firm		Name of Firm		
		Address Contact Person representing the Firm		
		Contact Number		
Rates quoted for usage of each car for 26 days in a calendar month at minimum 12 hours per day up to a maximum distance of 2500 kms/month				
Sl. No.	Model type	Year of manufacture	Vehicle No.(s)	Rate/month
1				
2				
Additional charges (whichever is higher as per usage) inclusive of all taxes		Per hour charges (Amount in Rs.)		
		Per km charges (Amount in Rs.)		

The firm agrees to the terms & conditions attached with this proforma.

Signature of Authorized Representative