

TERMS AND CONDITIONS

**Subject: Hiring of One car of make Maruthi Suzuki Ciaz, Dzire,
Toyota Etios, Honda Amaze for Office Use.**

The Office of the Accountant General (Audit II), Karnataka, Bengaluru wishes to hire one mid-size car (5 seater) of make Maruthi Suzuki Ciaz, Dzire, Toyota Etios (2019 model and above) and Honda Amaze (2020 model and above) for use in office on monthly rent basis on the following terms and conditions.

A. Bidding Instructions:

1. The vehicle should be meant for commercial use (Yellow Board).
2. The Agency must have a minimum of three years' experience in supplying taxis to reputed Private companies / Public Sector Companies / Banks / Central and State Government Departments. Proof of at least two contracts relating to supplying of taxi services to Central Government / State Governments / PSUs / Bank / reputed private firms in last three years along with attested copies of the supply order shall 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 the Bank shall be enclosed along with certified copies of the PAN card and registration of GST shall be attached with the Bid document.
4. Self-Certificate that the firm has not been blacklisted by any Central Government Department / 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 at least three contracts / works each amounting to at least 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 from the 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 in the form of Demand Draft / Pay order payable to "Pay and Accounts Officer, I.A. & A.D Dept, Bengaluru". All successful 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.**
7. Two representatives from the firm that is bidding may be present at the time of opening the quotations.

8. If any of the above-mentioned instructions are not met by the firm, their bid shall be liable for rejection even after opening both technical and financial bids.

B. Terms and Conditions of the Contract: General

1. The contract will be initially for a period upto 31.03.2023 and is likely to commence from the date of signing of the agreement which may be extended for a further period of one year after 31.03.2023 on the same rates, terms and conditions depending upon the requirement and administrative convenience of this office and satisfactory service of the agency. Any further extension can be considered on mutually agreed terms and conditions annually upto three more years. 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.
2. The date of purchase of vehicle provided should not be earlier than July 2019 for Maruthi Suzuki Ciaz, Dzire, Toyota Etios & July 2020 for Honda Amaze 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 & Bluetooth connectivity
 - c) Reading lamp
 - d) Tissue paper box
 - e) Car perfume
 - f) Seat Belts (front Rear)
5. The firm should ensure that the drivers employed hold valid driving license, 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 on duty, and they should submit police verification certificate.
6. Each driver employed by the firm must have a cell phone duly activated. The contact numbers of drivers 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 Department. No driver should be changed unless the officer to whom the driver reports is apprised. The firm should inform in advance the biodata of all drivers who would be deployed on duty.

8. The firm must ensure that all the necessary documents like Registration Certificate, Insurance papers, Pollution Certificate, Permit copy etc., are available with the driver or in vehicle deployed for the duty. The firm should have a provision to take bookings 24x7.
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 after the duty period of this office.
11. **The running duration of 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 (six days a week).**
12. **Full month mileage would imply 2000 kms. If the vehicle is used for more than 2000 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. The vehicle can be deployed within state of Karnataka as per the instructions of office without any extra charges. Driver Bata will be paid for usage when vehicle is used before 6.00 AM and after 10.00 PM and during outstation visits. (Rates of Batta may be mentioned in the quotation). Denial/Refusal to perform duty attracts penalty of Rs.1000/- for every instance.**
13. **The Vehicle should be GPS Enabled, and the access of GPS services shall be provided to the office 24/7.**
14. 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.
15. 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
16. A daily record indicating time and mileage for each vehicle shall be maintained by the driver in a logbook in a format as per govt. instructions and the logbook shall be submitted to concerned officer in our office regularly for scrutiny.
17. The time and mileage shall be taken into account from the reporting time at the appointed place i.e. pickup place of the Officer and drop place of the Officer (both at the time of reporting and closing). There will be no dead mileage. In other words, to and fro journeys from the taxi stand to the reporting place and releasing place to taxi stand will not be counted for computing the mileage or time.

18. **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.**
19. The contractor has to submit an acceptance letter indicating type of vehicle and rates and acceptance of all terms and conditions levied therein. He is required to execute a contract before the service is started.
20. 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.
21. 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 Department.
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.
23. The contract can be terminated by giving two months' notice by either party.
24. In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order immediately without assigning any reason thereof and without the mandatory notice period. Further, nothing will be payable by this Department in that event and the EMD shall be encashed.
25. **If the office requires more than one inspection vehicle depending on the requirement at a later stage during the contract period , the agency shall provide the required number of inspection vehicles on the same agreed rates, terms and conditions , as per the contract.**

C. 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 award of work.
2. All payments shall be made on monthly basis as the case may be 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 preceding para.

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 governed by the separate clauses of the contract.
5. Payments, subject to Tax Deduction at Source (TDS) shall be processed within 10 days of the submission of the complete documents.
6. Duly signed bills in triplicate shall be submitted along with the daily logbook / duly slips of Taxi / car's usage signed by the officer who used the vehicle. The car registration number should be mentioned on bill. If car registration number found of before July 2019 appropriate penalty will be deducted from the bill.
7. Actual parking charges/ toll charges will be payable along with the monthly bills if original receipts for the same are submitted.

D. 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. In case of vehicle provided by the concerned agency is not as per terms and conditions, this will attract penalty amounting to **Rs. 1000/- @ per day per vehicle**.
3. If there is a delay of more than one hour from the time fixed for reporting, penalty of Rs.500/- and Rs.250/- per each extra hour capped to Rs.1000/- per day will be deducted in case of delayed reporting by the driver.
4. In case of non-availability of vehicle, alternative vehicle will be hired from the open market and expenses incurred shall be deducted along with Rs. 1000/- penalty from the monthly bill of contractor.
5. If above continues on regular basis Department reserves the right to cancel the contract without giving statutory one month's notice and EMD of the concerned agency will be forfeited.

E. Condition in case of dispute

1. Any dispute with regard to any point in connection with hiring of vehicles will be referred to 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. Alternatives 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. Inspection of vehicles / drivers shall be carried out from time to time by Senior Audit Officer (Admn) or his representative in the Office compound.
5. 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.
6. The tender process of contract can be terminated at any time without any notice as the discretion of the Department.

Sr. Audit Officer/Admn

Proforma for submitting information/quotation in response to Advertisement by O/o Accountant General (Audit II) 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 at least 26 days in a calendar month at minimum 12 hours per day up to a maximum distance of 2000 kms/month		

Sl. No.	Model type	Year of manufacture	Vehicle No.(s)	Rate/month
1				
Additional charges (whichever is higher as per usage) inclusive of all taxes		Per hour charges (Amount in Rs.)		
		Per km charges (Amount in Rs.)		
Driver Batta		Rate		

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

Signature of Authorized Representative