

Name of Work:- Hiring of vehicles for the use of HRIDC officials at Chandigarh.
 Date of Opening:- 28.02.2023 at 15.30 hrs
 Completion Period:- 03 (Three) Months.

Item No.	Type of Vehicle	Description	Qty	Unit	Rate		Amount
					In figures	In words	
<u>SCHEDULE 'A': On Monthly Basis</u>							
1	Innova Crysta (6 seater), or similar segment	Fix Charges up to Km 2500 per month.	3	Vehicle Month			
		Extra charges beyond km 2500.	1500	Per Km.			
2	Maruti Ertiga or Hyundai Creta or XUV 300 or KIA Carens or similar segment	Fix Charges up to Km 2500 per month.	9	Vehicle Month			
		Extra charges beyond km 2500.	2500	Per Km.			
<u>SCHEDULE 'B': On Daily Basis</u>							
3	Honda City (VX/VDI) or Maruti Ciaz(Alpha), or similar segment	Fix Charges up to Km 80 per day.	20	Per Day			
		Extra charges beyond km 80 per day.	1000	Per Km			
Total of Schedule-"A&B" Rs.							

Note:

- i) The above rates are inclusive of all duties and GST.
- ii) Toll Tax, Parking charge, Interstate taxare extra and will be reimbursed only after havingsubmitted the proof of having actually paid the above taxes /charges.
- iii) The bidder is required to quote individual rates for all items (in both words & figures) in schedule. In case of discrepancy, rate quoted in words shall prevail. Offer with incomplete/ambiguous rate will not be considered.

Signature of the Contractor

Address : _____

Terms and Conditions of the contract for hiring of vehicle:-

1. The quantity indicated as per Schedule, is tentative and may vary (increase or decrease) as per HRIDC requirement. The quantities of Vehicles will be executed in gradual manner, as per requirement of HRIDC during the currency of contract period and the contractor has to supply those vehicles as per demand/ instructions of HRIDC.
2. The contract shall be valid for a period of 3(Three) months which can also be further extended on satisfactory performance and on same rates, terms & conditions if so mutually agreed.
3. The vehicle is required at Chandigarh for local journeys and will commute regularly in Haryana/NCR and Punjab area both on Kachha/Pucca roads as well as per requirement of HRIDC.
4. The extra Km beyond the monthly limit will be paid for 3 months. However, variation beyond extra Km will be permitted with the approval of Competent Authority.
5. The Bid Security shall be submitted in the form of FDR in the name of 'HRIDC' from a scheduled commercial bank of India shall be valid for a period of 30days beyond the completion period of tender. It shall be released after successful completion of the work.
6. The regular hired vehicle is normally required to run 12 hrs per day for six days in a week (normally Sunday will be the rest day for the vehicle, however, alternate rest day can be permitted by the officials using the vehicle). When the driver goes for rest on a working day, the contractor will make alternative arrangement of driver for the same. However, in emergencies, vehicle can be required to run at any time and during night also. The payment will be made as given in the schedule of rates and quantities. Vehicles deployed shall display a board "ON GOVT. DUTY" and the cost will be borne by the contractor. If the driver avails rest/leave, the contractor will make alternative arrangement of driver.
7. The quoted rates will be inclusive of GST and all duties, only toll tax, parking charges& interstate tax to be paid as per actual.
 - Nightcharges@ Rs. 400/-willbepaidextraforthehaltofvehicle outside HQafter10:00PM.
 - Over time charges @ Rs 40 per hour will be paid for working beyond 12 hours per day.
 - Normally Sunday will remain off. However, in case of urgency of works vehicle needs to be provided by the contractor/s. Necessary rest shall be adjusted in due course and no extra cost to be paid to contractor/s.
 - Extra Hrs. will be paid extra after 12 Hrs duty.
 - The officers using the vehicle can drive the vehicle, if they possess the valid driving license issued by competent authority.

8. The vehicle should be equipped with FASTAG with proper balance.
9. The vehicle will have to be provided within 3 days of issue of work order.
10. Termination of contract: - HRIDC reserves the right to terminate the contract at any time at any stage during the period of contract by giving 15 day's notice. If vehicle owner is interested to withdraw his vehicle, owner shall have to inform at least 1 months in advance in writing otherwise pro rata payment will be deducted in lieu of the short period of notice and EMD will be forfeited.
11. The vehicle provided should be registered and comprehensively insured along with staff travelling with the vehicle and insurance policy of the vehicle made available by the owner of the vehicle as and when asked for. Original/Photocopy of the vehicle documents shall always be available with the vehicle.
12. Registration:- The offered vehicle must be registered as per Motor Vehicles Act. All the expenses/ taxes shall be borne by you before and during the currency of the contract. You are required to submit copy of following documents and the original for verification and shall be returned to you after verification: -
 - Photocopy of valid RC of vehicle.
 - Photocopy of valid comprehensive Insurance Policy of vehicles.
 - Photocopy of valid pollution certificate of vehicle.
 - Colored photograph of vehicle with front number plate.
 - Valid driving license of the driver.
 - For the new vehicle, the documents are to be submitted subsequently before the first payment.
13. The contractor should verify the credentials of the driver reporting for duty. Competent Authority may ask to change the driver if he is found careless, unfit or insincere on the job and the contractor shall within 3 days deploy any other suitable driver. The period when suitable driver is not available shall be treated as vehicle out of order. Driver should have valid driving license holder. Driver of the vehicle shall be well mannered, properly dressed and acquainted with Haryana, Delhi, Chandigarh and Punjab area including nearby area also. The contractor shall be responsible for discipline and behavior of driver deployed by contractor.
 - Driver is not to leave their duty unless permitted to do so by officer using the vehicle.
 - Driver once deployed can only be changed after the approval of competent Authority.
14. The contractor should give a contact number for proper communication. Drivers of the vehicles should have a mobile phone, number of which should be provided to the office of the Competent Authority.

15. The hired vehicle should not be older than **01.01.2020**. The model should be in mechanically sound and decently maintained condition with neat and clean seat covers/ Footmats, etc as per the satisfaction of the using official. The interiors of vehicle shall be maintained in neat and tidy condition.
16. The firm shall be responsible for providing the required vehicle at any time, even at short notice. The service should be available generally from 08:00 hrs. to 20:00 hrs.
17. The vehicle will remain at the office/nominated parking place. The supplied vehicle shall not be used by the contractor for any other purpose, as a taxi or any other purpose.
18. The running of vehicle and duty hours may exceed the prescribed limit of kilometers in a day/month.
19. The firm will ensure that the tank of vehicle supplied is duly filled up with diesel/petrol before this is sent for duty. In no case the fuel should be less than half filled tank.
20. By virtue of this agreement, no relationship will be created between the Driver & HRIDC.
21. No mileage will be allowed to Drivers for lunch/ break-fast or for drawl of petrol/ diesel etc. Daily Rate = Monthly Charges accepted/ month days (30/31).
22. Penalty/ Termination of Contract for not providing satisfactory services.
 - a) If the vehicle goes out of order for whatsoever reason, the contractor shall provide an alternate arrangement within two hours failing which a minimum penalty of Rs. 2,000/- will be imposed for per default and deduction of monthly rental charges on proportioned basis.
 - b) Any tampering found with the meter of the vehicle shall result in imposition of heavy penalty, which shall be equivalent to Rs. 5,000/-. Notwithstanding anything stated above, decision of such a mistake may lead to discharge/termination of services at the discretion of Competent Authority along with forfeiture of security deposit.
 - c) Vehicle supplied by the firm will be regularly inspected by nominated officer for the purpose and in case of non-compliances of any of the conditions, if brought to the notice by the user or the inspecting officer, a penalty of Rs. 1,000/- on each fault will be imposed.
 - d) In case of abnormal delay in reporting of vehicle, a penalty of Rs. 1,000/- per day will be imposed in addition to the reduction of monthly charges on prorate basis.
 - e) For causing minor damage to public property - Three times the market value of the damaged property or Rs. 5,000/- whichever is higher. Other liabilities mentioned in clause 18 of this condition.
 - f) Vehicle Supplied shall be mechanically sound in condition, with neat and tidy seat covers and interiors with desired fragrance. The decision of Competent Authority regarding the condition of vehicle for its sound condition and neatness shall be final and binding on the contractor.

- g) If the contractor fails to improve upon its services as discussed above even after communications either verbally or in writing, the contract shall be terminated unilaterally by the Competent Authority at his sole discretion without assigning any reason.
 - h) Whenever Competent Authority exercises his power to terminate the contract under these conditions, the Performance Guarantee and other dues of the contractor shall be at the absolute disposal of Competent Authority to make good the loss suffered by HRIDC or extra expenditure incurred for hiring vehicle due to contractor's failure.
23. The driver of the vehicle shall maintain logbook in which day-to-day movement of the vehicle is to be noted and authorized to sign the logbook daily on contractor's behalf. Entries of journey should be got signed /attested by the users and will have to be sent along with the bill.
24. The driver should have all the time at least Rs. 2000/- (Rs. two thousand only) in his pocket as an imprest money for any traffic violation/challans & fuel etc, if required.
25. Violation
- a) In circumstances when the hired vehicle is involved in any violation of traffic rules or an accident resulting in loss or damages to property and life with respect to the vehicle, driver, passenger or any third party, theft or loss, the responsibility for any legal or financial implication shall rest solely with the contractor. HRIDC administration shall have no liability whatsoever in this regard.
 - b) The contractor shall fulfill all obligations under various labour laws in force regarding deployment of contract workers in respect of services provided under this contract.
26. Terms and Condition for Payment
- a) The bill on monthly basis shall be submitted in triplicate along with logbook. Kilometers logged from the contractor's premises to competent authority office and from competent authority office to contractor's premises shall not be payable under the hiring agreement.
 - b) No advance payment shall be made to the contractor. The payment however, shall be made to the contractor on receipt of acceptable Invoices/bills duly checked and verified by the concerned officer in a reasonable time as per departmental rules but not more than one month in any case. The contractor shall not claim any interest on the delayed payment. Any discrepancy of invoice shall be immediately informed contractor/s.
27. The payment shall be subject to deduction of income tax and other tax levied by the central/ State Government.
28. The firm will have to submit details and documents of vehicles supplied by them indicating its make, registration number, fitness, Insurance, model and type of fuel consumed by vehicle immediately after issue of Letter of Acceptance (LOA).

29. The service provider/firm shall also be responsible for compliance of the legal provision in respect of the vehicle and shall indemnify HRIDC for any loss on this account.

30. RISK AND EXPENSES:

In the event of theft, loss or accident any dispute with any private/semi govt/Government Authority, HRIDC will not be responsible and vehicle owner will settle the claim himself. In the event of the failure of the contractor to supply the vehicle as requisitioned under the contract, HRIDC shall hire similar type of vehicle at its discretion from other sources at the risk and expenses of the contractor or the prevailing market rate. Since the requirements are on day to day basis normal procedure for risk and expense hiring cannot be adhered to, and hence Competent Authority shall unilaterally decide about hiring of vehicle when vehicle is not supplied by the contractor. Due to shortage of time, no prior information can be given to the contractor for such hiring expense incurred on risk and expense hiring shall be recovered from the next running bill/security deposit against this contract.

31. If at any later stage it is detected that the contractor has been paid in excess, whatsoever reasons may be, HRIDC shall have full authority to recover the excess payment/ cost of the damage caused by him from the pending bill/ security deposit etc.

32. Cancellation of contract:

The Competent Authority without prejudice can cancel the contract in any of the following cases on the part of the contractor.

- a) The contractor or any partner in the contracting firm becoming insolvent or have a receiving order for administration of estate made against him or shall take any proceeding for liquidation or compensation under any insolvency act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purpose to do so or if application be made under any insolvency act for the time being in force the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.
- b) Assign, transfer, sublet or attempts to assign or sublet whole or any portion of the contract without written permission of Competent Authority.
- c) Whenever Competent Authority exercises his power to cancel the contract under these conditions, he may complete the contract by any means the security deposit and any other dues of the contractor shall be at the absolute disposal of Competent Authority to make good the loss suffered by HRIDC or extra expenditure incurred for hiring vehicle due to contractor failure.

33. Compliance of all statutory obligations and rules shall be ensured by the agency and claims against any liability falling on HRIDC due to non-compliance of statutory obligations by the contractor or any of its agents/servants/driver or for any reason whatsoever would be borne by the contractor.

34. In case nodal officer desires, the firm shall provide roof carriers on the vehicle.
35. In case of any dispute of the interpretation on any clause in the terms and conditions of the contract, decision of Competent Authority will be final and binding on the contractor.
36. Preferably billing of contractor will be made on monthly basis.
37. Approval of suitable extensions of time beyond the duration of the contract period shall be given by the accepting authority as per Indian Railway General Condition of Contract for Consultancy (2022 edition) corrected up to date of opening of quotation.
- 38. Quantity variation:** Quantity shall be varied as per Indian Railway General Condition of Contract for Consultancy (2022 edition) corrected up to date of opening of quotation.
- 39. Price Variation & Mobilization Advance:** PVC is not applicable in this contract and not payable to contractor. No any advance including mobilization is payable in this contract.
- 40. Maintenance Period:** For Supply, consultancy, housekeeping and hiring items, the maintenance period is limited to date of completion of work.
41. The rates are inclusive all cost of maintenance, major/minor repairs, cost of lubricants, fuel, drivers and other taxes etc. for a complete job. Toll Tax, Parking charge & Interstate Tax shall be paid extra on certification of officer using vehicle.
42. In case of any dispute jurisdiction of the court will be at Chandigarh area only shall be applicable.

**JGM/Project
HRIDC**

I/We agree to abide by the terms and conditions mentioned above.

Contractor