

## TERMS AND CONDITIONS FOR HIRING OF VEHICLES

1. **Cost of Bid Documents & EMD:** - The cost of the Bid documents shall be Rs. 500/- and the earnest money to be deposited shall be Rs 6000/- in the shape of Demand Draft in favour of Xen M&P Divn. DHBVN, Hisar. The tender without earnest money and tender cost shall not be accepted
2. Tenders shall be submitted in one part as Technical & Commercial Qualification which shall consist of technical details and commercial terms and price bid in separate sealed envelopes. The envelopes shall be properly sealed in another envelope. Tender enquiry No. & date with opening date & detail of earnest money be mentioned on the envelope.
3. The tendering authority reserves the right to reject any or all tenders received without assigning any reason.
4. The telegraphic or fax tenders are not acceptable.
5. The tenders shall be valid for 90 days from the date of opening.
6. The tendering authority reserves the right to increase or decrease the quantity of vehicles.
7. In case the date of opening of tenders happens to be holiday, the tenders will be opened on next working day.
8. **Type & Description of vehicle:** - Three No. Bolero/Jeep or any other Sedan Model is required to be hired for XEN/M&P Divn., DHBVN, Hisar. The vehicles should not be more than 2 years old from the date of issue of NIT and should be in good working condition.
9. **Hourly/Mileage requirement:** - The vehicles should be available at head quarter-24 hours period in every day and under exceptional requirement, the vehicles can be called any time shall also be required to undertake overnight journey/stay for official tours by the officers of Nigam. The vehicles shall be required to run at 3000 K.M. per month with availability for all the days in the month except for the pre-schedule servicing/repair.
10. **Scope of Work:** - The vehicles along with drivers shall remain attached with the Officer-in-Charge during the period of contract.
  - 10.1 The vehicles shall be utilized at various sites and will remain in DHBVN premises and should always be kept clean and in smooth working condition.
  - 10.2 The vehicles shall be provided with stepney, tools, spares and consumables in order to attend minor repairs while travelling.
  - 10.3 Normally the vehicles shall be parked in the office premises at DHBVN or as per instructions of Officer-in-Charge.
  - 10.4 The vehicles shall not be used by the owner without permission of Officer-in-Charge and no mileage charges/HSD shall be payable in case the vehicles are used by the owner with due permission of the Officer-in-Charge. Such permission shall only be allowed on holidays and/or after duty hours.
  - 10.5 The Officer-in-Charge shall have the right to use the vehicles on holidays including weekly holidays. In such eventualities, the owner shall have to arrange for substitute Drivers if the attached Drivers are on weekly holiday. Nothing extra shall be payable for use of vehicles on the holidays including weekly holidays.
11. **Officer-in-Charge:** - The XEN/M&P Divn., DHBVN, Hisar will be the Officer-in-Charge of the vehicle.
12. **Prices:** - The bidder shall quote the prices in two parts i.e. fixed monthly charges & variable charges i.e. per KM charges for the mileage run during the month, as given in the format for price bid (Annexure-B). The following charges shall be borne by the Nigam.
  - a) Toll Tax, Parking fee & applicable service tax, which will be reimbursed on the production of the original vouchers.
  - b) The contractor will be re-imbursed Rs.100/- per night for stay of the driver on tour at the outstation in addition to the above rates.

13. **General conditions of Hire:** - Vehicles should not be older than 2 years from the date of issue of NIT. The bidders who desire to supply the new vehicles have to provide the vehicles on hire within 15 days of the allotment of work order.
14. **Pre-qualification:** - For qualifying and for participation in the tender, the bidder should have provided the services for at least one Govt. Department / Central/ State/ Public Sector enterprise for at least one year and the proof of the same is required to be attached along with the sealed bid.
15. **Registration:** - The offered vehicles must be registered as per Motor Vehicle act and have relevant permit with Haryana State Govt. Transport Authority. All the expenses/taxes shall be borne by the contractor before and during the currency of the contract except those mentioned at Sr. No. 12 (a) & (b) above.
- (a) Photocopy of valid RC of vehicles.
  - (b) Photocopy of valid comprehensive Insurance Policy of vehicles.
  - (c) Photocopy of valid Pollution certificate of vehicles.
  - (d) Coloured photograph of vehicles with front no. plate.
  - (e) Valid permit to run the vehicles in Haryana, Punjab, Delhi, NCR, Chandigarh (UT).
  - (f) Valid driving license for the Drivers.
  - (g) Duly stamped & signed terms and conditions.
- The original documents have to be presented by the contractor after the award of contract for verification and shall be returned to the owner after verification.
16. **Insurance Coverage:** - Insurance policy (comprehensive) is a statutory requirement & shall be taken by the vehicles owner. The contract shall other necessary insurance coverage as per the Motor Vehicle Act for which premium shall be borne by him.
17. **Other Expenses:** - Expenses towards servicing charges, engine oil changing and other repairs and maintenance work, will be borne by vehicle owner. Vehicle owner will ensure periodic maintenance as per maintenance manual of vehicle/requirement and vehicle owner shall always keep the vehicle in perfect running condition. He shall carry out the servicing and repairing immediately on intimation of DHBVN representative.
18. **Performance Security:** - In case of successful bidder, the Earnest Money Deposit [EMD] submitted by the bidders shall be converted into performance security. Wherever, the bidder defaults in executing the contract, the EMD shall be forfeited.
19. **Penalties:** - The following penalties shall be levied on the bidder during the currency of the contract.
- (a) For not providing vehicle in time, a minimum penalty of Rs. 1000/- will be imposed per default.
  - (b) For mis-behaviour of the Driver, Rs. 1000/- will be imposed per default.
  - (c) For not providing substitute vehicle, Rs. 2000/- will be imposed per default.
  - (d) For causing damage to the public property; three times the market Value of the damaged property or Rs. 5000/- whichever is higher per default.
  - (e) For breach of any of the conditions of the contract; minimum penalty of Rs. 5000/- per default or termination of contract and forfeiture of

Performance Security as the case may be depending upon the grounds of violation.

- (f) For persistent breach or unsatisfactory services-termination of Contract along with forfeiture of performance security and blacklisting.
20. **Work order/ Contract:** - After finalization of rate contract, the work order will be placed by the XEN M&P Divn., DHBVN, Hisar.
21. **Contract Period:** - Initially the vehicle shall be hired for a period of 2 years and may be extended for next 1 year on satisfactory performance & mutual agreement.
22. **Commencement of Contract:** - The contract shall be started from the date as mentioned in the contract to be made.
23. **Termination of Contract:** - DHBVN reserves the right to terminate the contract at any time at any stage during the period of contract by giving 7 days notice. If vehicle owner is interested to withdraw his vehicle, owner shall have to inform at least 2 months in advance in writing, otherwise prorata payment will be deducted in lieu of the short period of notice.
24. **Terms of Payment:** -
- (a) The agency/contractor to be engaged for providing vehicles shall furnish the monthly invoice/bill to the O/O Xen M&P Divn., DHBVN, Hisar who will after verifying the bill send it for further making the payment after duly verification of the same.
- (b) 100% payment shall be made by the Xen M&P Divn. DHBVN, Hisar within 30 days by cheque on submission of monthly bill after due verification after deducting the penalties, if any. Income tax/Service tax shall be deducted at source as applicable as per rules and deposited with Income tax and HGST/VAT Act.
25. **Driver:** - The Driver shall make his own arrangement for going and coming from his residence. In case the owner of the vehicle engages the services of hired driver than he shall ensure to the satisfaction of DHBVN that Driver will be paid the minimum wages as applicable to the skilled Drivers in the state of Haryana by the owner of the vehicle. The vehicle owner shall provide an efficient and loyal Driver for the vehicle at his own cost. The cost of Driver's salary and all other incidental charges shall be borne by the vehicle owner. The deployed Driver shall keep all valid license and up to date tax payment certificate/receipt, pollution control certificate, insurance and any other tax payment /clearance up to date in his custody. The vehicle shall be provided with stepney, tools spares and consumables items while travelling.
26. **Liquidated Damages:** - The owner shall provide immediately with another suitable vehicle in running condition in case the regular vehicle deployed is under break down, otherwise the deduction shall be made towards the hire charges paid by DHBVN for arranging the suitable vehicle from the market as liquidated damages.
27. **Tampering** of the meter shall be viewed seriously. In case, it is noticed that the meter of the vehicle is mal-functioning and showing extra mileage, then actual difference shall be recovered on pro-rata basis for the entire period during which the vehicle has actually run. It will be obligatory on the part of vehicle owner to get the mileage checked by the Controlling Officer in the beginning of everyday and get it recorded in the log book.
28. The vehicle owner/contractor shall have the copy of registration certificate of vehicle i.e. taxi no., interstate permit (Punjab, Delhi, Haryana & Chandigarh) comprehensive insurance of vehicle and the same vehicle shall perform duty throughout the contract period of vehicle. If the contractor wants to change his vehicle in case of break down etc. he has to provide the vehicle of same status i.e. same model, type.

29. Any type of claim on account of negligence of Driver/accident will be the responsibility of contractor.
30. In the event of theft, loss or accident, any dispute with any local Govt. Authority, DHBVN will not be responsible and vehicle owner will settle the claims himself.
31. All the disputes shall be subject to Hisar jurisdiction.
32. **Submission of bids:** - The bidder has to submit the sealed bid as per the bidding schedule consisting of following documents.
- (a) Separate envelope containing the cost of bid document.
  - (b) Separate envelope containing the EMD.
  - (c) Technical bid submission sheet in the format attached as **Annexure-A**
  - (d) Price-bid submission sheet in the format attached as **Annexure-B**
  - (e) Documents of vehicle as given in detail in point 15 above.
  - (f) Signed copy of terms & conditions

First the envelope containing the cost of bid document and EMD envelope will be opened and the bids which do not contain the cost of bid document and EMD of required value and in required form will be out rightly rejected. With respect to technical details, the Nigam reserves the right to call for any additional information / document that may require for evaluation of bids.

33. **Amendments to terms & conditions:** - The Nigam reserves the right to amend the terms & conditions before the last date of submission of bids, which will be notified on website and as well as published the same in press.
34. **Arbitration:** - All matter questions, disputes, differences and/or claims arising out of and/or concerning and/or in connection and/or in consequences or relating to this Contract whether or not obligations of either or both parties under the contract be subsisting at the time of such dispute and whether or not the contract has been terminated or purported to be terminated or completed, shall be referred to the Sole Arbitration of the M.D, DHBVN/UHBVN or an officer appointed by the MD, DHBVN/UHBVN as his nominee. The Award of the Arbitration shall be final and binding on the parties to this contract.
- .

**Xen/M&P Divn.  
DHBVN, Hisar**

**Format for Technical Bid submission**

**Annexure-A**

**To**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sub: Hiring of vehicles for \_\_\_\_\_.**

Dear Sir,

This is with reference to your office tender bearing no. \_\_\_\_\_ dated \_\_\_\_\_ for hiring of vehicles for \_\_\_\_\_.

In response to the above tender, the technical details are given as under:-

- (a) Name of the bidder:-
- (b) Status of the Bidder:-
- (c) Address & conduct of the bidder:-
- (d) PAN number of the bidder:-
- (e) Details of the past experience of the bidder:-
- (f) Details of the vehicles offered by the bidder:

**Authorized signatory  
With stamp & Signature**

**Format for Price Bid submission**

**Annexure-B**

To

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Sub:- Hiring of vehicles for \_\_\_\_\_.**

Dear Sir,

This is with references to your office tender bearing no. \_\_\_\_\_ dated \_\_\_\_\_ for hiring of vehicles for the office of Xen M&P Divn. DHBVN, Hisar.

In response to above the tender, the financial offer of our firm is given as under:-

Sr. No.	Name of vehicle	No. of vehicles offered	Fix price per month (Rs.) per vehicle for mileage for/up to 2000 KM per month ( in figures as well as in words)	Rate per KM for additional 1000 KM & 2000 KM (in figures as well as in words)	Rate per KM for journey performed more than 2000+1000= 3000 KM & 2000 + 2000 =4000 KM in a month
			Rs. 20000/-	For 1000 KM	
				Rs. _____  (Maximum Rs.9000/- i.e Rs. 20000/- for 2000 KMs & Max. Rs. 9000/- for 1000 KM.	
			Rs. 20000/-	2000 KM	
				Rs. _____  (Maximum Rs. 13000/- i.e Rs. 20000/- for 2000 KMs & Max. Rs. 13000/- for 2000 KM.	

**Notes:- Fixed charge Rs. 20000/- will be paid for 2000 KM. The bidder has to quote price less than or equal to Rs.9000/- for additional 1000 KM & 2000 KM.**

- 1.) The above prices are inclusive of all taxes and duties, except the following which are re-imbursed/ paid by the Nigam during the currency of contract.
- 2.) Toll tax, parking fee applicable service tax, which will be re-imbursed on the production of the original vouchers.
- 3.) The contractor will be re-imburse Rs. 100.00 per night for stay of the driver on tour outstation in addition to the above rates.
- 4.) During the period of contract the rates will not be revised with the revision of any taxes by the Govt. of Haryana or by the Govt. of India. The prospective bidder may quote the rates accordingly taking in to consideration of this aspect. The columns shall be clearly filled in ink eligibly for typed. The tenderer should quoted the rates and amount tendered by him/ them in figures and as well as words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rates and amount may be written in such a way that interpolation is not possible. No column should be left blank otherwise made the tender liable for rejection.

**Authorised Signatory with  
stamp and Signature**