

Department of Electrical Inspectorate invites tender from reputed travel agencies/Individual for hiring brand new, [not more than five-year-old] preferably white colour models of vehicles in good condition on contract basis. The rate quoted shall be effective for one year from 01/11/2019 ; as per agreement.

**Tender No.** :01/2019-20/EIE

**Last date of submission of Bid: 09/10/2019 3.00pm**

**Bid Opening date : 09/10/2019 4.00pm**

**For more details of vehicles required ,agreement etc.**

**visit our website [www.ceikerala.gov.in](http://www.ceikerala.gov.in)**

Department of Electrical Inspectorate

03/09/2019

**Deputy Chief Electrical Inspector**

Government of Kerala  
Department of Electrical Inspectorate  
O/o the Deputy Chief Electrical Inspector,  
Thoppil Estate, Vyttila, Ernakulam

Tender No: 01/2019-2020/EIE

**BID DOCUMENT**

Hiring of Commercial Vehicles  
For the Office of the Deputy Chief Electrical Inspector Ernakulam  
Government of Kerala

Not Transferable

PriceofBid Document(Original):Rs. 500+ GST12%

PriceofBid Document(Duplicate) :Rs. 250+ GST 12%

EMD :Rs. 6000/-

### **Contents of Tender Document**

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## **1. TENDER NOTICE**

- 1.1** Sealed tenders are invited under Single Bid system i.e. Qualification Bid and Commercial Bid from reputed and experienced Individual/ Agencies/ Firms/ Companies etc. for providing Services of taxi vehicle on hired basis for the office of the Deputy Chief Electrical Inspector, Ernakulam or for a period of one year from the date of contract. Requirements are as follows:

Description of Services	Type of Vehicle(AC)	Quantity	Place
Hired Vehicle on Monthly Basis	TATA Indica/ Maruthi Swift/ Mahindra Logan/Toyota Ethios DieselACcar	1	Ernakulam District

- 1.2** Desirous companies/ firms/ agency may obtain tender documents w.e.f 03/09/2019  
Tender document is available on all working days between 10.00AM and 5.PM of 03/09/2019 to 09/10/2019 on payment of Rs. 500+12% GST inclusive into any govt treasury / Friends jenasevana kendram / online payment at [www.etreasury.kerala.gov.in](http://www.etreasury.kerala.gov.in) under the head of account “0043-800-98” and forward the original receipt to this office.
- 1.3** Tender documents downloaded from the site–[www.ceikerala.gov.in](http://www.ceikerala.gov.in) and also acceptable provided the requisite tender fee/cost i.e.Rs. 500+12% GST -inclusive into any govt treasury / Friends jenasevana kendram / online payment at [www.etreasury.kerala.gov.in](http://www.etreasury.kerala.gov.in) under the head of account “0043-800-98” and forward the original receipt to this office. Tender submitted without cost of Tender form will be summarily rejected

#### 1.4 Schedule:

Start Date & time of issue of Bid Document : **03/09/2019** Time 10 AM

Last date & Time of issue of Bid Document : **09/10/2019** Time 2 PM

Last date & time for receipt of tenders : **09/10/2019** Time 3 PM

Time for Opening of Qualification Bid

and Commercial Bids : **09/10/2019** Time 4 PM

Place of Opening the Tenders : Department of Electrical Inspectorate  
O/o the Deputy Chief Electrical Inspector,  
Thoppil Estate, Vyttila, Ernakulam

Validity of Tenders : 90 days from the date of opening of tenders.

- 1.5** The interested Individual/ Companies/ Firms/ Agencies may put the tender document complete in all respects along with Earnest Money Deposit(EMD) of Rs6000.- (Rupees Six Thousand Only) and other requisite documents, submitted in the office of the Deputy Chief Electrical Inspector, Thoppil Estate Building, Janatha Jn., Vyttila, Ernakulam  
Tenders received without the requisite Earnest Money Deposit (EMD) of Rs.6000/- shall be rejected and returned to the bidder. The tenders shall not be entertained after the time and date specified above under any circumstances whatsoever.

This Office reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or without sufficient fund allocated or without getting administrative sanction if any shall be liable to cancel all tenders without giving any notice or assigning any reason. The decision of the **Deputy Chief Electrical Inspector** in this regard shall be final and binding on all.

- 1.6** The Bidder is expected to examine all instructions, forms, specifications, terms and conditions in the Bid Documents. Failure to furnish all information and documents required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk and shall result in rejection of the bid.

## **1. General Instructions for Bidders**

**Parties:** - The parties to the Contract are the contractor (the bidder to whom the work has been awarded) and the Deputy Chief Electrical Inspector, Ernakulam.

**Duration:** - The duration of the contract shall be limited to 31/03/2020 from the date of award of work order.

Earnest Money:

- ‡ Earnest Money of Rs. 6000/- (Rupees Six Thousand Only) in the form of Demand draft of any nationalized bank must be deposited by bidders along with their duly filled up tenders documents. The validity of the Demand draft must be up to 3 (Three) months. The Demand draft shall be in favour of — Deputy Chief Electrical Inspector Payable at Ernakulam. The EMD in respect of the agencies which do not qualify the qualifying Bid/Financial Bid shall be returned to them without any interest. However the EMD in respect of the successful tenderer shall not be adjusted towards the performance security deposit.
- ‡ No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the Department in respect of any previous work will be entertained.
- ‡ Bidder shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid Demand draft will be forfeited.
- ‡ The tenders without document fees and/or Earnest Money or DD incorrectly addressed will be summarily rejected.
- ‡ No claim shall lie against Department of Electrical Inspectorate in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- ‡ Earnest Money shall be forfeited in case of the following—
  - a). If the bidder withdraws or amends its tender or increase in rates after opening of the tender but before the validity of the quotation expires.
  - b). On refusal to enter into contract after award of contract.
  - c). If the work is not commenced on the date of starting the work after work is awarded to the contractor.
  - d). Unsatisfactory performance and/or Non-performance of the contract.

### **Preparation and Submission of Tender:**

The tenders have been invited under single bid system i.e. Qualifying Bid and Commercial Bid.  
2.4.1 The agencies are advised to submit the bids as given below,

(i) Envelope 1 super scribing — **Qualifying Bid for Providing hired Vehicle for the O/o The Deputy Chief Electrical Inspector, Ernakulam-2019-2020**, should contain the following documents.

(a) Qualifying Bid form (As in Annexure I);

(b) Copy of leased agreement (if the vehicle quoted is leased from a third

party) (c) Work experience of similar work for the past one year

(d) Copy of PAN / GIR Card;

(e) Copy of the IT return filed for the last (or recent) financial

year; (f) Copy of Service Tax registration certificate, if

applicable; (g) Copy of registration book of the vehicle;

(h) Certified documents in support of entries in column 8 of Qualifying Bid form (Annexure – I) for work experience;

(i) Copy of this Tender Document with each page duly signed and stamped by the authorized signatory of the agency in token of their acceptance.

(j) EMD as stipulated vide item 1.5 of Tender Notice.

(ii) **Envelope 2 super scribing –Commercial Bid for providing hired Vehicle for the O/o The Deputy Chief Electrical Inspector, Ernakulam for 2019-2020**, should contain the Commercial Bid (As in Annexure II).

(iii) **Envelope 3 super scribing –Tender for Providing hired Vehicle for the O/o The Deputy Chief Electrical Inspector, Ernakulam for 2019-2020** should contain the above 2 envelopes.

Qualifying Bid:

The qualifying bid should be submitted in form given in Annexure-I along with the documents specified above.

### **Commercial Bid:**

The Commercial Bid should be submitted in the form given in Annexure II in a separate sealed cover kept inside the main cover. The Commercial Bids of those bidders. A duly constituted Tender Evaluation Committee (TEC) will evaluate the Commercial Bids.

The rate to be quoted for vehicle on monthly basis minimum 1250 Km use in a month. The price quoted shall be firm and final for the entire period of contract.

Taxes will be paid as per the annexure –II

Terms of payment as stated in the Tender Documents shall be final.

At the time of payment of bills, the taxes liable to be deducted, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

All rates shall be written both in figures and in words. Corrections, if any are to be made by crossing out, initialing and rewriting. In case of discrepancy between the words and the figures the rates indicated in the words shall prevail. All overwriting/cutting, insertion needs to be authenticated.

### **Validity of the Bids:**

The bids shall be valid for a period of 90 days from the date of opening of the tenders.

### **Opening of Tender:**

The bidder is at liberty either himself or authorizes, not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the bidder should bring with him a letter of authority from the bidder (Annexure –III) and proof of identification.

### **Criterion for Evaluation of Tender:**

The evaluation of the tenders will be made first on the basis of qualification information furnished in form given in Annexure-I and then on the basis of commercial information furnished in form given in Annexure- II. The Commercial bid (Annexure-II) of such firms found valid will be evaluated. The award of work will be further subject to any specific terms and conditions of the contract. L1 is based on the value quoted in the total value in the Sl.No. 1 in the Annexure-II. On awarding the contract the Registered owner have to execute an agreement in the prescribed form on Kerala Stamp Paper worth Rs.200/-



**Right of Acceptance:**

The Competent authority reserves all rights to reject any tender including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of competent authority in this regard shall be final and binding.

Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's quotation.

**Communication of Acceptance:**

Successful Bidder will be informed of the acceptance of his tender.

**Security Deposit:**

The estimated value of the Tender is Rs. **2.40 Lakhs**. The successful bidder will have to deposit a performance security (Security Deposit) within 7days from the date of acceptance of the tender of 2. 5% of the value of the contract in form of against 100% Treasury Fixed deposit Receipt or 50% from Performance Bank Guarantee from a Commercial bank for the amount valid for the period extending at least three months beyond the date of completion of the contract and 50% Treasury Fixed deposit Receipt .The Security Deposit will not be adjusted against any payment due to the firm from this office.

The Fixed Deposit Receipt/Bank Guarantee/ can be forfeited by order of the competent authority in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Fixed Deposit Receipt/Bank Guarantee/demand draft as may be considered by this office, sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm 's bill has been received and examined.

The security Deposit will be refunded on successful completion of the contract. No interest is payable on the Security Deposit.

**Penalty:**

In case of breach of any conditions of the contract and for all type of losses caused including excess cost due to hiring of Vehicle from the market in the event of Contractor failing to provide requisitioned vehicle or not providing Vehicle, competent authority shall make deductions at the rate of 50% more than Hiring rate on pro-rata basis from the bills preferred by the Contractor or that may become due to the contractor 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 Department of Electrical Inspectorate. Details are as follows.

Late Reporting	:	up to one Hour Rs. 200/-
	:	up to Two hour Rs. 400/-
	:	up to three Hours Rs. 600/-
	:	up to four hours Rs 800/-
Non Reporting	:	Rs.2000/-per day
Poor maintenance of vehicle	:	Rs.2000/- per month
Non- observation of dress code	:	Rs.100/- each instance

Fine for Late reporting cases would be dealt on case to case basis by the F.O.

In addition, penalties mentioned in the specific conditions of the contract are also applicable on case to case basis.

The powers of the competent authority under these conditions shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided nor forfeiture of deposit.

**Disclaimer:**

The near relatives of employees of this office are prohibited from participation in this tender. The near relatives for this purpose are defined as:-

a)Members of a Hindu Undivided Family

(b)Their husband and wife.

(c)The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), Daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband

(brother-in-law).

**Breach of Terms and Conditions:**

In case of breach of any of terms and conditions mentioned in this NIT, the Competent Authority will have the right to cancel the contract without assigning any reason thereof, and nothing will be payable by this office in that event and the security deposit in the form of Bank Guarantee/Demand Draft shall be encashed.

**Subletting of Work:**

The firm/party shall not assign or sublet the work or any part of it to any other person or party without having first obtained permission in writing of the competent authority which he/she will be at liberty to refuse if she/he thinks fit.

The tender is not transferable. Only one tender shall be submitted by one bidder.

**Terms of payment:**

No payment shall be made in advance nor shall any loan from any bank or financial institution be recommended on the basis of the order of award of work.

The contractor shall submit the bills 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.

All payments shall be made by online transfer only, in the name of the contractor.

The competent authority shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding Para.

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.

**Arbitration:**

If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results within a period of 30 days, the provisions of Arbitration and Conciliation Act, 1996 and the Rules framed there under and in force shall be applicable to settle the issues.

## **2. SPECIFIC TERMS AND CONDITIONS**

### **Vehicle**

Reporting place for the vehicle shall be O/o the Deputy Chief Electrical Inspector, Ernakulam or any place within the area of jurisdiction of Electrical Inspectorate. The user of vehicle shall specify the actual place of reporting. The duty timings shall be 12 hours between 08.00 Hrs to 20.00 Hrs in a day throughout week, except Sunday and other local holidays nor m a l l y , however the timings and days may vary depending on the actual requirements. If the vehicle is required essentially on any Sunday and other local holidays the contractor should provide the vehicle at the same rates.

To the extent possible, the contractor will have to make efforts to provide the vehicle whose Registration no. is indicated in the bid. However, in case of non-availability of the specified vehicle, the contractor can provide an alternative vehicle of equivalent variant model or above version/make/model, in lieu of the assigned vehicle within 1 hour. But the payment will be released according to the approved rates to the contractor

The vehicle provided by the contractor must be in excellent condition, not older than 2014 model and must have proper and complete documents, which should be shown to the user if asked for. No payment shall be made on account of cars so rejected.

The vehicle being sent by the tenderer will be regularly inspected by the officer nominated for the purpose and in case of non-compliance of any of the conditions, a penalty up to Rs.500/- per case shall be imposed on the contractor

The vehicle registered under Taxi Quota only should be provided. Private vehicle shall not be accepted and payment for such vehicle will not be made.

The vehicle will meet all the necessary compliance of requirements like pollution, emission, noise and other statutory provisions etc.

The provided vehicle must be fully and comprehensively insured covering the risk to the driver.

The vehicle should be in a very good running condition, new seat covers/towels and appropriate **"ON DUTY Department of Electrical Inspectorate , Govt. of Kerala"** will have to be provided by the vendor.

The vehicle sent to our office on our requisition must have all relevant documents like registration book/driving license/insurance road tax/receipt permit fee/ passenger tax/border

tax/toll tax/ etc. The vehicle should be licensed and shall conform to all Government Rules and Regulations being in force from time to time.

The details of vehicle along with photocopies of lease agreement and registration book/RC should be attached with of the tender (Qualification Bid).

Vehicle to be provided by the Contractor should be in perfectly sound working condition and suitable for use by Senior Officers. Dirty, noisy, and not well maintained vehicle shall be rejected and no payments shall be made for the same.

Vehicle should be provided with two sets of stain free white seat cover and replaced every week and/ or found dirty. In case of non-compliance of the condition, a penalty up to Rs.100/- per case shall be imposed on the contractor

**Contractors:**

Contractor shall in no case lease/transfer/sublet/appoint caretaker for services.

The contractor should have at least experience certificate of one year of satisfactory performance in similar services with Government /Public Sector Companies /having at least one year experience with a contractor have similar experience.

The contractor shall be responsible for all communication with the officers. For this purpose he should have a proper office with telephones and personnel to take the calls.

Unsatisfactory or unprofessional behavior shall result in termination of the contract. Non-adherence to the quality of service and terms and conditions mentioned herein shall result in termination of the contract immediately, with encashment of the security deposit.

Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep this office indemnified against all actions, losses, damages, expenses and claims whatsoever arising thereof.

Contractor shall be solely responsible for payment of wages/salaries other benefits and allowances to his personnel that might become applicable under any Act or Order of the Govt. This office shall have no liability whatsoever in this regard and the Contractor shall indemnify this office against any/all claims, which may arise under the provisions of various Acts, Governments Orders etc.

Contractor shall be fully responsible for theft, burglary, fire, accidents, traffic rule violations or any other harmful deeds by his staff.

The contractor shall be fully responsible for any loss or damage to the vehicle and also liable to pay full compensation for any injury or any other loss to passengers.

Only such contractors may apply whose vehicle have been duly authorized by the concerned RTO for use as public transport.

The contractor must have trained drivers on their employee roll.

The contractor must reimburse all the expenditure incurred on travelling by the officer, in case of failure to provide the vehicle on any day, for any reason whatsoever. The reimbursement shall be made directly to the officer in question and in cash. The contractor shall also give in writing the reasons for making the reimbursement specifying the date and time and name of the officer. Failing to do so will result in termination of the contract, forfeiting of the security deposit and/or deduction of the Payment for the whole month.

In case of violation of any of the terms and conditions mentioned in this tender document, competent authority reserves the right to terminate the contract immediately and award the same to the next lowest bidder or third lowest bidder depending on the situation. In such cases, no payments (pending or future) shall be released against the original contract.

### **Drivers**

The contractor will provide well-behaved drivers having knowledge of different routes, as well as repair of cars and valid driving license and also having proper uniforms and name badge.

The driver would also be equipped with Mobile phone.

3.3.3.The drivers should be residents of Kerala.

No charges will be given for lunch/tea of the driver.

Driver of the vehicle requisitioned by this office will report to the officer to which the vehicle is allotted.

Within office premises, the driver shall not leave the office without permission and shall not do any private work other than the normal duties. If the driver is found to be absent from the office, it will be taken as non-availability of the vehicle and suitable penalties shall be imposed.

The driver will do the maintenance work, re-fueling etc., on weekends in advance. Doing such jobs during duty shall attract a penalty amounting to the deduction of the whole day's payment on case by case basis.

The driver must be punctual and arrive on specified time on specified location. Delay in reporting for duty shall attract a penalty on case by case basis as per clause 2.13.1.

Drivers must not use their mobile phones or stop for personal works while driving.

Drivers must not go on leave without informing the officer and contractor well in advance and it will be the responsibility of the contractor to provide a substitute immediately.

Violations shall attract a penalty amounting to the deduction of the whole day's payment on case by case basis. (In addition to the penalties mentioned in clause 2.13 above).

The personnel engaged by the Contractor are subject to security check by the Security Staff at any time.

The drivers may be asked to do overtime and may be called on holidays/weekends and on odd times depending on the necessity and he should be prepared for such events.

### **Meter Reading**

Meter reading will start/terminate from point of pickup/ drop respectively. No extra kilometers shall be added as distance from the garage to point of pickup/drop. Monthly contract shall be 1250 Km per month. If the vehicle is not called on any day due to any reasons, the total kms for that day will be treated as 0 (Zero).

The drivers of the vehicle will maintain Log book / Sheets, which will be supplied by this office.

Competent authority reserves the right to get the meter calibrated or checked at any time at its sole discretion and in the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action as decided by the competent authority, which may even lead to termination of the contract.

The tempering of meter reading, vehicle usage timings, overwriting of log sheet, misconducts and other such acts shall be penalized heavily, including termination of the contract and forfeiting of the security deposit.

The bills shall be checked with the log book and if any discrepancies are found, the payment of the bill shall be cancelled and the contract shall be terminated with encasement of the security deposit.

### **Prices and Payments**

Payment of bills would take about three to four weeks' time on an average from the submission of the bill. No advance payment shall be made under any circumstances.

Rates once finalized will be fixed at least for a period of one year. Upward change in rates will not be considered due to any hike in petrol/diesel/CNG prices or taxes during the period of contract.

The maintenance cost, charges of petrol, road tax, permit fee, passenger tax, border tax, challans, salary of the driver, the overtime of driver etc. are the responsibility of the contractor for which no payment shall be made by this office.

The bill in triplicate along with duty slips/ log book duly signed and stamped by the user of the vehicle or his representatives should be sent to this office for payment by the 5th of the following month. However, the triplicate copy of the bill will be returned to the Contractor duly receipted.



**4 ANNEXURE-I**  
**QUALIFYING BID**

(To be enclosed in a separate sealed envelope)

1.Name of the Bidder :

2.Full Address of bidder/Reg. Office :

Telephone No:

Fax No:

E-Mail Address:

3.Full address of Operating/ Branch Office :

Telephone No:

Fax No:

E-Mail Address:

4.Banker of bidder with acct No. :

5.PAN / GIR No. (Attach attested  
copy) :

6.Service Tax Registration No. (Attach attested copy):

7.Registration No. of vehicle together with make :

(Photocopies of registration book /lease agreements should be attached)

8. Give details of the similar contracts handled by the Bidder on behalf of PSUs and Government Departments/with a contractor have similar experience during the last one year in the following format. Attested copies of work orders may also be attached. Details of client along with address, telephone and FAX numbers: (if the space provided is insufficient, a separate sheet may be attached)

Amount of Contract (Rs. Lakhs)

Duration of Contract

1.

9. Additional information, if any (Attach separate sheet, if required)

- Signature of authorized person
- Date:
- Name:
- Place:
- Seal:

**5. ANNEXURE-II  
COMMERCIAL BID**

(To be enclosed in a separate sealed envelope)

1.Name of the Bidder:

2.Details of Earnest Money Deposit: Rs.

DD No. & Date\_\_\_\_\_Drawn on Bank \_\_\_\_\_

Rates for **Commercial Taxi Vehicle AC or equivalent** type vehicles or above on Monthly basis.

S. N .	Items for Commercial Taxi Vehicle AC on monthly	Rate in Figures ( Rs)	Rate in Words(Rs)
1	Rate for first 1250Kms per Month		Per month
2	Rate beyond 1250 Km per Km		Per km

Signature of authorized person

Name:

Place&Date:

Terms and conditioned mentioned in this tender are applicable:

The rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities on vehicle in force at the time of entering into the contract and thereafter. The contractor shall supply vehicles required as per commercial bid.

The payment shall be made on conclusion of the calendar month only on the basis of duties performed by contractor during the month.

The above rates required to be inclusive of statutory/taxation liabilities on vehicle as may be applicable except Toll Tax/Parking charges/Service Tax and or any other service related taxes the same may please be in indicated clearly in format.

**6. ANNEXURE-III**

Letter of Authorization for Attending Bid Opening

Subject: - Authorization for attending bid opening on.....(date) in the tender of

.....

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of ..... (Bidder) in order of preference given below:-

Order of preference Name Specimen signature

1

2 (Alternate Representative)

.....

Signatures of bidder

Or

Officer authorized to Sign the bid documents on behalf of the bidder.

Note

1. Maximum one representative will be permitted to attend the bid opening. Alternate representative will be permitted only when regular representative is not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

**7. ANNEXURE IV  
PERFORMANCE SECURITY GUARANTEE BOND**

1. In consideration of the Deputy Chief Electrical Inspector/Electrical Inspector (hereinafter called the 'Hiring authority') having agreed to exempt \_\_\_\_\_ (hereinafter called the Contractor) from the demand under the terms & conditions of Agreement/Supply Order No. \_\_\_\_\_ dated: \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called 'the said agreement'), of security deposit for the due fulfillment by the said contractor(s) of the terms & conditions contained in the said Agreement, on production of the Bank guarantee for \_\_\_\_\_ . we, (name of the bank) \_\_\_\_\_ (hereinafter refer to as 'the Bank') at the request of \_\_\_\_\_ (contractor(s)) do hereby undertake to pay to the hiring authority an amount not exceeding \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the hiring authority by reason of any breach by the said Contractor(s) of any of the terms & conditions contained in the said Agreement.

2. We (name of the Bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the hiring authority by reason of breach by the said contractor(s) of any of the terms & conditions contained in the said Agreement or by reason of the contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the hiring authority in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding \_\_\_\_\_.

3. We undertake to pay to the hiring authority any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this bond being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.

4. We (name of the Bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the hiring authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ (Office/Department) the hiring authority certifies that the terms & conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of 3 months (as specified in P.O.) from the date thereof, we shall be discharged from all liabilities under this guarantee thereafter

5. We (name of the Bank) \_\_\_\_\_ further agree with the hiring authority that the hiring authority shall have full liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance

by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the hiring authority against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved off our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the HIRING AUTHORITY or any indulgence by the HIRING AUTHORITY to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).

7. We (name of the Bank) \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the HIRING AUTHORITY in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_

For

\_\_\_\_\_

(Indicate the name of the Bank)

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## **Vehicle Hiring Contract**

This agreement is made on the ..... Day of \_\_\_\_\_ 2019 at  
O/o the Deputy Chief Electrical Inspector, Ernakulam.

**BETWEEN**

**Deputy Chief Electrical Inspector, Ernakulam, Department of Electrical Inspectorate**  
having its office at Thoppil Estate, Janatha Junction, Vyttila. **represented by**  
**its Deputy Chief Electrical Inspector (hereinafter called Department of Electrical**  
**Inspectorate which expression shall include its successors and assigns and) of THE**  
**FIRST PART**

**AND**

..... having its registered office/Principal Office at  
..... (hereinafter referred to as the “ Contractor  
” which expression shall include its successors, permitted assignees ) of THE  
**SECOND PART;**



**WHEREAS**

- a) **Department of Electrical Inspectorate has invited tenders from reputed and experienced persons / Firms/Agencies for providing Services of vehicle on hired basis for the office of the Deputy Chief Electrical Inspector/Electrical Inspector for a period of one year from the effective date of contract subject to the terms and conditions contained in the tender document No .....**
- b) **The Contractor submitted his tender for providing vehicles of the following description on hired basis on payment of monthly hire charges at the rate indicated against each vehicles**
- c) **Department of Electrical Inspectorate after evaluating the various tenders received from various tenderers accepted the tender submitted by the Contractor being lowest and is more responsive and selected the contractor as the successful bidder and issued work order No. .... Dated..... awarding the contract to the contractor on the terms and conditions set forth below.**
- d) **The Contractor in pursuance to its proposal undertakes to carry out its obligations stated herein below**

**NOW THIS AGREEMENT WITNESSETH AND PARTIES HERE TO AGREE AS UNDER:**

**SCOPE OF THE AGREEMENT**

1. In consideration of the obligations undertaken by Department of Electrical Inspectorate, in this agreement, Contractor agrees to provide the following commercial Vehicles on monthly hire charges as indicated against each type of vehicles for the office of the Deputy Chief Electrical Inspector, Ernakulam for a period of one year from 01/11/2019 subject to the terms and conditions contained in the tender document No ..... and work order No ..... dated .....

Description of Services	Type of Taxi Vehicle(AC)	Quantity	Place
Hired Vehicle on Monthly Basis	TATA Indica/ Maruthi Swift/ Mahindra Logan/Toyota Ehios Diesel AC car	1	

Rates for Taxi AC Indica/ Indica (Vista)/Swift or equivalent type vehicles or above on Monthly basis.

S.N.	Items for	Rate in Figures(Rs)	Rate in Words
1	Rate for first 1250Kms per Month		Per month
2	Rate beyond 1250 Km per Km		Per km

## 2. PAYMENT TERMS :-

Payment of bills would take about three to four weeks on an average from the submission of the bill. No advance payment shall be made under any circumstances.

.Rates once finalized will be fixed at least for a period of one year. Upward change in rates will not be considered due to any hike in petrol/diesel/CNG prices or taxes during the period of contract.

The maintenance cost, charges of petrol, road tax, permit fee, passenger tax, border tax, challans, salary of the driver, the overtime of driver etc. are the responsibility of the contractor for which no payment shall be made by the department. In case where the payment of Toll Tax/Parking charges /Service Tax etc. is also payable in addition to the rates, the same may please be in indicated clearly in format.

.The bill in triplicate along with duty slips/ log book duly signed and stamped by the user of the vehicle or his representatives should be sent to this office for payment by the 5th of the following month. However, the triplicate copy of the bill will be returned to the Contractor duly receipted.

## 3 Security :-

The Contractor shall furnish a security deposit equivalent to 2. 5% of the value of the contract in form of against 100% Treasury Fixed deposit Receipt or 50% from Performance Bank Guarantee from a Commercial bank for the amount valid for the period extending at least three months beyond the date of completion of the contract and 50% Treasury Fixed deposit Receipt .The Security Deposit will not be adjusted against any payment due to the firm from this office.The security deposit will not carry any interest

4 . The following documents shall form part of this agreement as if they are specially incorporated herein

- (i) Tender document No. ....
- (ii) Proposal/ price bid submitted by the Contractor
- (iii) Work order No ..... dated .....issued by Department  
of Electrical Inspectorate

The Contractor shall be abide the terms and conditions contained in the tender documents, proposals submitted by the Contractor and the work order issued Department of Electrical Inspectorate.

## 5 Penalty:

5.1 In case of breach of any conditions of the contract and for all type of losses caused including excess cost due to hiring of Vehicle from the market in the event of Contractor failing to provide requisitioned vehicle or not providing Vehicle, competent authority shall make deductions at the rate of 50% more than Hiring rate on pro-rata basis from the bills preferred by the Contractor or that may become due to the contractor 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 Department of Electrical Inspectorate.

Late Reporting	:	up to one Hour Rs. 200/-
	:	up to Two hour Rs. 400/-
	:	up to three Hours Rs. 600/-
	:	up to four hours Rs. 800/-
Non Reporting	:	Rs.2000 per day
Poor maintenance of vehicle	:	Rs.2000/- per month
Non- observation of dress code	:	Rs.100/- each instance

Fine for Late reporting cases would be dealt on case to case basis by the AO.

2In addition, penalties mentioned in the specific conditions of the contract are also applicable on case to case basis.

The powers of the competent authority under these conditions shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided nor forfeiture of deposit.

## 6 Termination of Contract:

Department of Electrical Inspectorate has the right to terminate the contract at any time by giving one month's notice without assigning any reasons thereof

In case of breach of any of terms and conditions mentioned in the Tender document by the Contractor, the Hiring Authority (Department of Electrical Inspectorate) will have the right to cancel the contract without assigning any reason thereof, and nothing will be payable by this office in that event and the security deposit in the form of Bank Guarantee/Demand Draft shall be encashed

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT IN DUPLICATE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2019 IN THE PRESENCE OF WITNESSES INDICATED BELOW .

**For and on behalf of Contractor**

**For and on behalf of  
Department of Electrical Inspectorate**

Signature -----

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(Authorised Signatory)

(Authorised Signatory)

Name -----

-----

Designation -----

-----

(Seal)

(Seal)

Date: -----

-----

**In presence of:**

Signature -----

-----

Name -----

-----

Designation -----

-----

(Seal)

Date: ---

**PERFORMANCE SECURITY GUARANTEE BOND**

1. In consideration of the .....  
(hereinafter called the 'Hiring authority') having agreed to exempt  
\_\_\_\_\_ (hereinafter called the Contractor)  
from the demand under the terms & conditions of Agreement/Supply Order No.  
\_\_\_\_\_ dated: \_\_\_\_\_  
made between \_\_\_\_\_ and \_\_\_\_\_ for the supply of  
\_\_\_\_\_  
(hereinafter called "the said agreement"), of security deposit for the due fulfillment by the  
said contractor(s) of the terms & conditions contained in the said Agreement, on  
production of the Bank guarantee for  
\_\_\_\_\_. we, (name of the bank) \_\_\_\_\_  
(hereinafter refer to as "the Bank") at the request of  
\_\_\_\_\_ (contractor(s)) do hereby undertake to pay to the hiring

authority an amount not exceeding \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the hiring authority by reason of any breach by the said Contractor(s) of any of the terms & conditions contained in the said Agreement.

2. We (name of the Bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the hiring authority by reason of breach by the said contractor(s) of any of the terms & conditions contained in the said Agreement or by reason of the contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the hiring authority in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding \_\_\_\_\_.

3. We undertake to pay to the hiring authority any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this bond being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.

4. We (name of the Bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the hiring authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till (Office/Department) the hiring authority certifies that the terms & conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of 3 months (as specified in P.O.) from the date thereof, we shall be discharged from all liabilities under this guarantee thereafter

We (name of the Bank) \_\_\_\_\_ further agree with the hiring authority that the hiring authority shall have full liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance

by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the hiring authority against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved off our liability by reason of any such variation, or extension





guarantee during its currency except with the previous consent of the  
HIRING AUTHORITY in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_

F  
o  
r \_\_\_\_\_

(Indicate the name of the  
Bank)

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