

TERMS AND CONDITIONS FOR HIRING OF COMMERCIAL VEHICLES

1. Two Cars are required normally for 5 days in a week i.e., from Monday to Fridays between 7.30 hrs to 19.30 hrs. In case of emergency, the car may be retained beyond 19.30 hrs also and used on holidays also.
2. In the event of any urgent official business, the car will have to be provided on holidays for which advance information shall be given.
3. The car and driver shall be at the disposal of the Authority during the period of engagement.
4. The cars to be provided should not be more than two year old or should not have run more than 50,000/- kms as on the date of hiring by this Authority. The cars shall be maintained good and clean upholstery.
5. The firm should have at least one year of experience in the tour and travels business in providing taxies in the Government Sector/Semi Govt./Public Sector and should have adequate numbers of vehicles of its own with them.
6. The firm should ensure that the driver to be provided must possess valid driving licence with 5 years' experience and carry all the necessary documents (Registration Certificate, Insurance Papers, etc.) with him. The driver should wear uniform and behave well with pleasing manners and should have fair knowledge of Tamil/English and knowledge of Hindi will be an advantage. He should be able to attend to any minor technical problems that may arise while using the car. He should always carry a mobile phone with him, as it will enable the Officer to contact him at any time. The names and full address of the drivers, who will attend the duty on monthly basis, have to be furnished along with the quotation.
7. In the case of contracted vehicles, same car and driver should be sent daily. Any change in vehicle or drivers will be allowed only in exceptional circumstances and that too with the prior information/approval of the Authority.
8. The drivers of the vehicle provided must follow traffic rules and other regulations prescribed by the Govt. From time to time. Drivers should be familiar with all important places in Chennai and outstations.

9. During the period of contract, no request for increase in the tariff will be entertained on any account.
10. The vehicle must be made available at any given time and day as informed by this Authority.
11. The vehicle should report to the place of requirement as per directions of this Authority.
12. This Authority will not be responsible for any challan, loss damage or accident to the vehicle or to driver.
13. The firms should have arrangements for repairing their vehicle at short time notice and during the repair time the firm should provide a substitute vehicle and driver immediately so that there is no inconvenience/disruption in the work of the Authority.
14. The firm must have all requisite clearance certificates etc., from the concerned Govt., agencies as per rules.
15. The daily record indicating time and mileage for each vehicle shall be maintained.
16. Telephone facility (24 hours) must be available with the Travel Agency and drivers.
17. The rates should be quoted inclusive of all expenses such as POL, Taxes, fuel, maintenance, repair and servicing, driver batta etc.
18. The rates will be valid for a period of 12 months. Service Tax as applicable will be paid on billing.
19. The arrangement may be initially for a period one year and may be extended at the discretion of the Competent Authority under the same rate, terms and conditions.
20. The payment will be made on monthly basis on submission of pre-receipted bill(s) duly supported by duty slip(s)/log sheet(s) duly signed by the concerned officers.

21. TDS will be deducted as per Income Tax Rules.

22. The Authority conducts its regular meetings once in every two months and Sub-Committee meetings are also taken place regularly. Additional cars (both AC and Non AC) are, therefore, required during such meetings.

23. CAA reserves the right to hire the additional vehicles other than contracted vehicles at the rates prescribed in schedule 2 of the tender document for its usage in Chennai district and its neighboring districts. CAA reserves the right to hire the additional vehicles other than contracted vehicles at the rates prescribed in schedule 3 of the tender document for its usage for outstation duty.

24. Bid Security :

- i. The bidder must deposit **Rs.5000/- (Rupees five thousand only)** as Bid Security. The bid security shall be in the form of Bank guaranty/ Demand draft drawn in favour of Coastal Aquaculture Authority, Chennai.
- ii. The Bid Security may be forfeited:
 1. If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form
 2. If the successful bidder fails
 - a. To sign contract
 - b. To furnish performance security

25. Performance Security

1. For successful bidders the Bid security will be converted into performance security.
2. The successful bidders is required to pay balance Total Performance Security amount equal to 10% of the approved Negotiated Rates per month for vehicles hired under schedule 1 x 12 months.

3. Performance Security shall be submitted in the form of Demand draft drawn in favour of Coastal Aquaculture Authority, Chennai issued by a Nationalised Bank or by bank guarantee.

4. Performance Security will be discharged after completion of Travel Agency's performance obligations under the contract (without interest for the period retained by CAA). Therefore, validity should be 2 months more in addition to the contract tenure of 1 year.

5. If the Travel Agency fails or neglects any of his obligations under the contract it shall be lawful for Coastal Aquaculture Authority to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

26. Termination of Contract:

1. CAA may without prejudice to any other remedy for breach of contract, may terminate the contract in whole or in parts.
 - (a) If the Travel Agency fails to arrange the supply of any or all of the vehicles within the period (s) specified in the contract or any extension thereof granted by CAA.
 - (b) If the Travel Agency fails to perform any other obligation(s) under the terms & conditions of the contract.
2. "The Coastal Aquaculture Authority Reserves the right to stop the usage of any Vehicle & Terminate the Tender at any time during the validity/Extended period of Tender without assigning any reason what so ever & CAA shall not be responsible for any loss to Travel Agency on this Account".

3. Determination of L-1

- a) In case the numbers of qualified bidders are less/more than the requirement then the first option of providing the vehicles will be given to L-1 of Schedule 1.
- b) However, CAA is not bound to accept the lowest or any bid if it deems necessary.

27. Evaluation:

- i. If there is a discrepancy between words and figures, the amount in words shall prevail and be valid. Prior to detailed evaluation, CAA will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which confirms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by CAA.
- ii. CAA shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price of the service offered inclusive of all levies and charges as indicted in the price schedule.

28. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulation is the sole responsibility of the Travel Agency and any breach of such laws or regulations shall be deemed to be breach of this contract.

29. The Travel Agency shall assign the job of driving of hired vehicles only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while running the vehicle by ensuring safe driving. The attested copy of driving license of all such drivers should be submitted during the contractual period. CAA shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under Section 29 of IPC and any loss caused to CAA have to be suitably compensated by Travel Agency

30. In no case a vehicle which is not registered for the commercial purpose shall be supplied to CAA and taxes, insurance's, Road tax etc. due on such vehicles shall be liability of the Travel Agency. The attested copy of R/C.

Book and the insurance policy of vehicles supplied under this contract should be submitted to the authorized person of the CAA and will be subject to scrutiny.

31. The Travel Agency shall send the vehicle for periodical servicing at the cost of the Travel Agency, CAA will not pay any mileage run for such servicing nor any deduction be made for the duration involved in such servicing. The cost of lubricants, repairs, maintenance, taxes insurance, etc. will be the Travel Agency's liability.
32. Regular checking of meter by the designated transport authority may be done by the Travel Agency, and requisite certificate may be shown to CAA as and when demanded.
33. The Travel Agency should ensure that at the end of duty, the duty slips are completed and signed by the users. Original duty slip should have been submitted by the Travel Agency along with its bills for its payment.
34. The Member Secretary, Coastal Aquaculture Authority reserves the right to terminate the contract without assigning any reasons.
35. As these vehicles are to be used by the Senior Officers, the Drivers must observe all the etiquette and protocol while performing the duty. He must be neatly dressed, should wear proper uniform & must carry a mobile phone in working condition, for which, no separate payment shall be made by the Department. Driver of each vehicle should have credit card which is issued by Bank/ Petroleum companies for filling up the diesel/ petrol for

vehicle. Proof of credit cards should have been submitted along with technical bid.

36. Quotation containing competitive monthly rates (in the enclosed proforma) for providing taxi service to this Authority may please be sent to the undersigned in a sealed cover superscribing "Quotation for Taxi". The received quotations will be opened on the next day at 12.00 hours. The Authority reserves the right to reject any or all the quotations without assigning any reason thereof.

37. Period of Contract: Under normal circumstances the contract shall be valid for contracted period of one year from date of issue of work order. However contract may be extended for further period of one year, if agreed by the Travel Agency and CAA on the same rate, terms and conditions.

38. Quantity: Estimated number of vehicles to be hired is **2** however it should be clearly noted that CAA shall place the order only as per the actual requirement from time to time.

39. Accuracy of meter: The meter reading should tally the actual distance of run at any Meters instant and authorised officer shall have full power to check up the meter for its correctness and to take action accordingly.

40. Penalties :

i) The selected bidder on receipt of telephonic information or letter from CAA, repairs of vehicle should rectify them immediately. In case during repairs of the vehicle, change of vehicle is permitted initially for a period of 5 days.

If * Tendered vehicle is not provided beyond 7 days , then Penalty of as decided by CAA will be imposed for every day till the tendered vehicle is provided, in addition to deduction on pro-rata basis for the period. If change of vehicle is to be

provided by the Travel Agency for a long period, the change of vehicle approval has to be taken from CAA.

* **Note:-** Tendered vehicle means any vehicle as per tender specification.

ii) In case of break down, vehicles have to be replaced by other immediately or not more than one hour. In case of non-availability of suitable vehicle a penalty as decided by CAA may be imposed in addition to deduction on pro-rata basis for the period.

iii) In case of non-availability of vehicles, penalty as decided by CAA shall be imposed in addition to deduction at pro-rata basis for that day.

iv) In case of non-availability of vehicles during extra hours, penalty as decided by CAA shall be imposed.

v) In case there is no fuel in the vehicle and driver is unable to arrange the fuel immediately within 45 minutes, penalty as decided by CAA shall be imposed. In addition to above, performance security may also be forfeited for the above said reasons.

BID SECURITY FORM

Where as (hereafter called “the Bidder”) has submitted its bid dtd..... For hiring contract of commercial vehicles Tender No.....KNOW ALL MEN by these Presents that We..... of.....Having our registered office at(hereafter called “the Bank”) are bound into CAA, in the sum of Rs. For which payment will and truly to be made the Bank bids itself, its successors and assigns by these presents.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the purchaser during the period of Bid Validity,
 - (a) fails or refuses to execute the Contract, if required, or
 - (b) fails or refuses to furnish performance security, in accordance with the instructions to Bidders.

We undertake to pay to, CAA up to the above amount upon receipt of its first written demand, without having to substantiate its demand, provided that in its demand, CAA will note that the amount claimed by it is due to it owing to the occurrence of one or two or both conditions specifying the occurred condition or conditions.

This guarantee will remain in force as specified in clause 10 of section II of the Bid Document up to and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank

Name

Signed in Capacity of

Full Address of Branch

Tel. No. of Branch

Fax No. of Branch

Signature of Witness

Name of Witness

Address of Witness

PERFORMANCE SECURITY BOND FORM

1. In consideration of Coastal Aquaculture Authority., Chennai (here in after called the CAA) having agreed to exempt _____ (here in after called the said contractor(s) from the demand of security deposit / earnest money of Rs. _____ on production of Bank Guarantee for Rs. _____. For the due fulfillment by the said contractors of the terms and conditions to be contained in an Agreement in connection with the contract for supply of _____ we, (name of the Bank) _____ (here in after referred to as "the Bank") at the request of _____ Contractor's do hereby undertake to pay to the CAA, _____ an amount of not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by the CAA, _____ by reason of any breach by the said contractor's of any of the terms and 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 demur, merely on a demand from the CAA, _____ stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the CAA, _____ reason of breach by the said contractor's of any of the terms and conditions contained in the said agreement or by reason of the contractors 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 CAA, _____ 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 Rs _____
_____.

3. We undertake to pay to the CAA, _____ any money so demanded not withstanding any disputes raised by the contractor(s) / supplier(s) in any suit or proceeding pending before any court or tribunal relating there to our liability under the present being

absolute and unequivocal. The payment so made by us under this bond shall be 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 immediately for a period of one year from date herein and further agrees to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the CAA, _____ under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till CAA, _____ certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We (name of the bank) further agree with the CAA, _____ that the CAA, _____ shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms and conditions of the said agreement or to extend time of performance by the said contractors(s) from time to time or to postpone for any time to time any of the powers exercisable by the CAA, _____ 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 from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, and or any omission on the part of the CAA, _____ or any indulgence by the CAA, _____ 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. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by CAA.

8. To give effect to this guarantee it shall be competent for the Coastal Aquaculture Authority to act as though the bank, where the principal debtor.

9. It is hereby expressly agreed and declared that this guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any former or any other guarantees or guarantee hereto for given by the bank to the Coastal Aquaculture Authority and now existing un-cancelled and that this guarantee is not intended to and shall not revoke or limit such other guarantee or guarantees.

10. We -----(name of bank with address) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Coastal Aquaculture Authority in writing.

11. We -----(name of bank with address) further agree with the CAA that the CAA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender documents or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the CAA against the said contractor and to forbear or enforce any of the terms and conditions relating to the said tender documents and we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said contractor or for any forbearance act or omission on the part of the CAA or any indulgence by the CAA to the said contractor 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.

12. Notwithstanding anything contained herein:

Our liability under this bank guarantee shall not exceed Rs.....
(Rs..... only)

- (i) this bank guaranty shall be valid up to from.....
- (ii) we are liable only to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before.....
- (iii) this guarantee shall automatically be cancelled on not withstanding that the original guarantee documents may not be returned to us by you
- (iv) this guarantee shall automatically be cancelled on Not withstanding that the original guarantee documents may not be returned to us by you.

Dated : _____

For _____

(Indicating the name of the bank)

N.B.: This guarantee should be issued on non-judicial stamped paper, stamped in accordance the stamp act.

FORMAT OF DUTY SLIP
(Print Name of the Company & address)

Sl.No.

Date

Engaged by	Ordered by	Reported to
Driver's Name	Registration Number of car	Model & Year of Car
A/c or Non-A/c	Petrol/ Diesel/ CNG	Purpose of Journey

Sl. No	Date	Closing		Opening		Running	
		Kms	Time	Kms	Time	Kms	Time

Date	Place of origin	Place of destination	Via

Particulars	Amount	
	Rs.	P.
Car hire charges for.....days per day Rs.....		
Petrol cost for.....kms per km Rs.....		
Excess running kms per km Rs.....		
Extra detention hrs / Waiting chargeshrs per hour Rs.....		
Driver Batta.....per day Rs.....		
Night Halt..... per night Rs.....		
Permit charges.....		
Toll gate/ other charges		
Total		

Signature of Driver

Signature of user

For.....Travels