



Ref: Stores/P1/FSK/Vehicle hire/TNTBPS/ 19-20

Date: 17.07.2019

## **QUOTATION FOR MONTHLY RATE CONTRACT OF HIRE VEHICLES**

The Director, NIRT, Chennai – 600 031 invites sealed quotations from reputed/authorized Travel operators to hire vehicles on contract basis for use in Tamil Nadu TB Prevalence Survey project activities in various places of Tamil Nadu for a period of Six months and based on their service it will be extended..

Interested Travel Operators should submit their quotations in sealed covers superscribed as “**Quotation for hiring of Vehicles for Tamil Nadu TB Prevalence Survey**“ and drop the same addressed to The Director, National Institute for Research in Tuberculosis, No.1, Mayor Sathyamoorthy Road, Chetpet, Chennai-31 in the quotation Box at the stores division at lab building, NIRT latest by 31/7/2019.

### **ANNUAL CONTRACT FOR HIRE VEHICLES 2019-20**

<b>ASSIGNMENT</b>	<b>12 SEATER VAN/ FORCE TRAX CRUISER</b>
Monthly Mileage 2400 kms and Monthly Duty hours 300 hours	AC

## **TERMS & CONDITIONS**

### **Buyer Obligations**

Buyer shall notify service provider of any change in schedule of hired car(s). The notification shall be provided 24 hours prior to change.

1. Buyer shall either accept or reject the log book entries within a maximum of 72hours after updated by service provider. Failure to take action on log book entries updated by service provider shall result in auto acceptance of reading provided by service provider.

### **Service provider Obligations**

1. Service provider agrees to provide quality services as per SLAs mentioned in the contract.
2. Service provider shall ensure that assigned vehicle and driver report as per schedule provided by user department / buyer / individual user. In an event of delay in arrival beyond 15 minutes, user shall have right to hire other taxi services (which may or may not be of similar hired car category). The fare charges shall be charged to service provider.

3. Service provider agrees to terms and conditions of the contract and shall ensure full compliance to them.
4. Service provider to ensure that all maintenance works related to assigned vehicle shall be carried out in off duty hours.
5. Service provider to ensure that vehicle deployed shall arrive at designated location on time and with full tank of fuel.
6. In the event of any break-down, servicing and repairs of vehicles, the service provider at his own cost shall make alternate arrangement by providing similar or higher class of vehicle(s) for which agreement is entered into. Failure to do so will evoke penalty or possible termination of contract.
7. The Service Provider shall not be allowed to sub-let the Contract.
8. The Service Provider shall only provide vehicles which have the comprehensive insurance.
9. Police verifications for deployed staff shall be ensured by service provider.
10. Service provider shall update the log book on GeM portal at least once in every 72 hours. Failure to do so shall be penalized as per this contract.
11. All attempts shall be made to provide quality services.

### **Hiring of Transport Services on Monthly/Yearly basis**

Service provider selected as L1 by buyers shall accept the order immediately as per following schedule –

- Within 2 days for booking periods of monthly or more

Buyer reserves the right to Increase/Decrease quantity up to 20% of the ordered quantity at the same rate and terms and conditions. In case of monthly hiring order, the per day hiring may also be done under this clause and payment will be made on pro rata basis on the contracted rate and terms and conditions of contract.

#### **Vehicle**

1. The vehicle should be registered as a commercial vehicle in same state as the service is requested in.
2. The vehicle should not be older than 2 years from date of this service request
3. The vehicle(s) provided by the service provider shall have valid Registration Certificate, full comprehensive insurance to cover third party and occupants, fitness certificate, PUC, permit etc. and any other relevant permits/licenses essentially required by the RTO and any other statutory bodies for commercial operations, and must be revalidated before the expiry of the due date during the tenure of the contract period.
4. The vehicles deployed should be well maintained, cleaned thoroughly both internally and externally.
5. All vehicles shall be equipped with an emergency medical kit and a fire extinguisher.
6. It shall be ensured that all electrical connections including lights (both brake and front), horn, turn indicators, air conditioning (if requested as an add on) and other vehicle

systems shall be periodically checked and maintained by service provider to avoid any inconvenience to user departments.

7. Vehicle should be parked at the place as advised by the supervisor in charge and should be available when not booked. If the vehicle needs to be away for some reasons like refuelling, petty repairing etc, it should be with the knowledge of the controlling supervisor. Moving away without the knowledge of the controlling supervisor will be considered as non-available and will be liable for penalty.
8. Vehicle should have a mobile charger, ambient freshener.

### **Driver / Staff Deployed**

The service provider shall be responsible for the acts and deeds of drivers of the vehicles including following –

1. The driver in no case shall report to duty in an inebriated state or consume alcohol while on duty.
2. The drivers/staff of the vehicles deployed for user department duties maintain polite & courteous behaviour towards department users as well as to other departmental staff. Following may be construed as “Misbehaviour” and shall attract penalties as per provisions of the contract. Repeated instances may result in termination of services.
  1. Denial of duty during contract period, or during hours as notified by user departments
  2. Use of abusive language
3. Driver must be provided a working mobile phone and contact number be provided to user department.
4. In an event that for any reasons the driver changes his contact number during the tenure of the contract then service provider will immediately notify the user department of the above change.
5. The driver shall be reachable at all times during duty hours.
6. Only drivers that possess a valid commercial driving license shall be deployed by service provider.
7. Driver should be properly dressed in neat and clean attire, if required driver should wear uniform of specific color as per Buyer’s requirement.
8. The driver shall not report for duty in an inebriated state. In such an event user department shall have full rights to terminate the contract with immediate effect.
9. Any complaint from the users/staff of the user department with respect to their behaviour/ uniform will be viewed seriously and it will be brought to the notice of the service provider, who shall take suitable action.
10. Gossiping with the guests and using mobile phone during driving is not allowed. In case of urgency, driver should park the vehicle with permission from the user and talk in the mobile to the minimum duration.
11. As soon as the driver is advised to attend any guest by the administration, the driver should call /sms the guest giving his mobile and vehicle details. Charges of calls /SMSs will be on contractor’s account.

12. Vehicle and driver should not be changed frequently. Any such changes should be informed by the contractor to the authority well in advance for permission.

### **Statutory Rules Compliance & Taxes**

1. The hiring charges will be inclusive of fuel cost, lubricants, spare parts, maintenance, and salary of the drivers/staff, payment of insurance/Road tax etc required for operation of vehicle in a state here service is required. However, state taxes required for operation in other states shall be provided by buyer.
2. The service provider shall take comprehensive insurance cover with third party unlimited liability risk of the vehicles detailed for the user department requirement. User shall not be liable for any damages whatsoever to public property and /or any third person due to any accident arising out of and in the course of deployment of service provider's vehicle.
3. The service provider shall be solely responsible for any claims by any third party and/or employees of user department traveling in the vehicle for any injuries caused by the driver of the vehicle whether by accident or otherwise.
4. The user department will in no way be responsible for violation of traffic rules and /or infringement of any other law for the time being in force, either by the driver of the vehicle or by the service provider. The driver as well as service provider shall comply with relevant rules and regulations of Motor Vehicles Act and Rules applicable at present or in future during the tenure of the contract and as may be enforced from time to time for which user departments would not be held liable/responsible in any manner what-so-ever. Onus of compliance of all the applicable Laws/Acts/Rules including those under Motor Vehicle Acts/Rules shall rest with the service provider only and user/user departments will not be liable in any manner.
5. The service provider shall be responsible for ensuring compliance with the provisions related to Labour Law [Central/State] and specially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour [R&A] Act, Workmen Compensation Act etc. as applicable from time to time. The employees of the service provider shall not be deemed to be employees of the user department hence the compliance of the applicable acts laws will be the sole responsibility of the service provider.
6. The service provider shall be personally responsible for any theft, misconduct and /or disobedience on the part of drivers so provided by him.
7. During the contract period, if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons that will be at the service provider's risk. Also, alternate vehicle of similar or higher category will be provided by Service provider without any extra charges.
8. The cars deployed for duty for the user department shall at no point of time carry any person other than personnel authorized by user department. The service provider has to ensure the safety of passengers by avoiding negligent driving by their drivers such as over speeding, rash driving, and driving vehicle without brakes/defective brakes.
9. The service provider shall provide at his own cost proper uniform and badges as per STATE MOTOR VEHICLES RULES (amended up to date) and photo identity cards to the drivers.

10. At the option of the Govt. user Service provider shall provide vehicle tracking system and will submit the record /data of journey including pickup time and drop time along with mileage. The mileage count will start from the location of pickup and no extra kilometres from the garage to the pickup point will be provided.
11. Payment shall be effected by credit into the bank account of the service provider through ECS/RTGS within 10 days from the date of receipt of bills complete in all respect. User department shall pay the vendor all amounts on an invoice that are not the subject of a bona fide dispute within 10 days after department's receipt of a valid invoice that complies in all material respects in terms of this Agreement; the payment shall be subject to any deductions such as penalties, statutory deduction etc.

### **Taxes during Journey**

1. Toll Tax, Octroi, Parking Charges and other statutory levies, if any, paid during the journey would be billed on actual and shall be paid by buyer.

### **Payments of Extra Kms / hours**

1. All distances shall be calculated from the reporting point. No payment shall be made for journey from garage to reporting point.
2. A variation up to 20% of in distance and hours shall be permitted for each package. Service provider shall provide services at same quoted rate for additional 20%. This refers to variation in operation of service vehicle/ vehicles or addition of vehicles [per day basis (10 hrs & 100 kms)] up-to this range

### **Service Level Agreements**

The service provider shall be required to meet following service level agreements (SLAs) while providing services to user departments. Breach of any of these SLAs will result in monetary penalties on service provider and repeated breach SLAs may result in termination of contract.

A logbook of each of the instances of violations of contractual obligations including SLAs by the vendor as mentioned here shall be maintained online. Every violation shall attract penalty as mentioned in the following section.

Before imposing a penalty, the user department will provide 3 days prior notice to the vendor to make his/her representation. The vendor confirms and agrees that penalty whenever becomes payable the same shall be deducted by the user department from the payments due to the vendor.

#### **Penalties for Non-Compliance of Service Level Agreement**

Penalties will be levied on the service provider, for the violation of Service Level Agreement of the contract as mentioned below:

1. Breach of contractual obligations: The following incidents will be considered as the breach of contract and will result in immediate termination of services.
  1. Invalid registration papers of vehicles deployed
  2. Operating vehicles without or expired comprehensive insurance coverage with unlimited liability of risk
  3. Tampering with odometer
  4. Any attempt to forge service related documentation

2. Breach of SLAs: Breach of SLAs shall result in penalties as per provisions of contact. Breach of SLA shall be defined as – if performance levels go below defined “lower performance” levels as specified in SLAs
3. Events of default – Following events may result in termination of services. The decision of buyer in this regard would be deemed final and binding.
  1. Cumulative penalties rise to 10% of the contract value
  2. Repeating breach of any SLA beyond 3 instances may result in termination. Buyer may choose to terminate services at his discretion once SLAs have been breached beyond 3 instances.

Sl.No	Service Level Agreement	Base Line	Lower Performance	Penalties for breach		
				1 Instance	2 Instance	3 Instance
1	Update log sheet	Weekly	Once in 10 days	Rs 500/- per vehicle	Rs750/-per vehicle	Rs 1000/- per vehicle
2	Delay in arrival or driver not contactable	on time / zero instances	15mins / zero instances	Provide a substitute Vehicle.	Double the amount of substitute vehicle	Contract terminated
3	Misbehavior with users or department staff	zero instances	zero instances	₹ 500 respective vehicle	₹ 1000 respective vehicle Driver to be replaced immediately	Driver to be replaced immediately or contract terminated
4	Vehicle breakdown midway trip including AC	zero instances	1 per month	Provide substitute vehicle immediately within 30min	Provide substitute vehicle + Rs 1000 penalty per vehicle	Vehicle should be replaced with immediate effect

5	Driver in an intoxicated	zero instances	zero instances	Rs 2000 per vehicle	Rs 3000 per vehicle Driver to be replaced immediately	Driver to be replaced immediately
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**ADMINISTRATIVE OFFICER**

**TO**