

TERMS & CONDITIONS FOR HIRING OF VEHICLE (CAR) 2018-19

1. Sealed tenders for providing vehicle to Tobacco Board Auction Platforms/offices in Karnataka shall be addressed to **the Director (Auctions), Tobacco Board, 1/9, III cross, Mission Road, 4th Floor, Unity Building Annexe, Bengaluru-560027** superscribing "**Tender for Hiring Vehicle (Car)**" and should be dropped only in the tender box kept for this purpose in the **office of the Director (Auctions), Tobacco Board, Bengaluru** on **04.09.2018 before 11.30AM and shall be opened on the same day at 12.00 Noon** in the presence of the tenderers or their authorized representatives. The **cost of tender form is Rs.500/-**.
2. The details of locations where the vehicles have to be provided are given below: -

Sl. No.	Name of the Offices	No. Of Vehicles Required
1	H.D.Kote platform, Mysore Dist	01
2	APF No.2, Hunsur, Mysore Dist	01
3	APF No.3, Hunsur, Mysore Dist	01
4	APF No.64, Hunsur, Mysore Dist	01
5	APF No.61, Kamplapura, Mysore Dist	01
6	APF No.62, Chilkunda, Mysore Dist	01
7	APF No.4, Periyapatna, Mysore Dist	01
8	APF No.5, Periyapatna, Mysore Dist	01
9	APF No.6, Periyapatna, Mysore Dist	01
10	APF No.7, Ramanathpura, Hasan Dist	01
11	APF No.63, Ramanathpura, Hasan Dist	01
12	RMO, Periyapatna, Mysore Dist	01

3. The name of the contract should be superscribed on the cover/envelope of the tender.
4. **EARNEST MONEY DEPOSIT: -**
 - a) The contractor shall submit an EMD along with tender for an amount of **Rs.15,000/-** for each Platform/RM Office in the form of Demand Draft drawn in favour of **Director (Auctions), Tobacco Board payable at Bengaluru.**
 - b) Tenders received without EMD and after stipulated time shall not be considered.
 - c) EMD shall be refunded to un-successful tenderers after award of Work Order to successful tenderer and the tenderer shall not claim any interest on the EMD.

Signature of the tenderer

- d) The Tobacco Board reserves the right to retain the EMD of second and third lowest tenders till such time as required by the Board.
5. **PERFORMANCE SECURITY DEPOSIT:** - The EMD of Successful bidder shall be converted as Performance Security Deposit and shall be retained till the end of contract and the contractor shall not claim any interest on PSD.
 6. **Tenderer having one or more vehicles (Cars) in his name need to apply against this tender.**
 7. The attested copies of documents like R.C.Book, Insurance, Taxi (Yellow Board) permit shall be produced at the time of opening of Tender. The successful tenderer should submit the originals for verification by the Auction Superintendent before the Vehicle is taken for official use by the Auction Superintendent.
 8. **ELIGIBILITY:** - Vehicles of model **Tata Indica /Verito/Swift Dzire/Etios** after **27.07.2013** onwards shall only be considered. Tenders mentioning other models shall be rejected.
 9. The vehicles should be well maintained and free from paint patches, scratches, bad performance, rusty body and ugly look.
 10. All tyres fitted with the vehicles including spare tyre be in good condition worn out tyres at any time be replaced by the contractor at his own cost within 24 hours.
 11. The radiometer fitted with the vehicle shall be in proper working condition at all the time and should measure distances accurately. In case any defect is developed or pointed out by user, the contractor shall repair/replace such defective parts immediately at his own cost.
 12. The interior of the vehicle shall be maintained cleanly and decently and provided with proper seat covers. The vehicle should be produced for a trial run about 10 kms, without any charges.
 13. The vehicle should be cleaned every day.
 14. The 'C' book always be available in the vehicle.
 15. The vehicle should be provided with a sign board **"ON GOVT. DUTY"** in proper place in front of the vehicle.
 16. The vehicle should normally be capable for carrying permissible seating capacity and permissible load.
 17. Vehicles should be insured under comprehensive insurance policy and renewed in time.

Signature of the tenderer

18. The contractor should engage the same driver throughout the contract period. The driver should be provided always with a standard dress and possess a valid driving license in his vehicle.
19. The vehicle to be used on hire must have Taxi (Yellow Board) permit as per the terms of Section 66 of the Motor Vehicle Act 1988. Such permissions are granted by the State Transport Authorities.
20. The driver should be healthy, free from contagious or eye diseases and must be between the age limit of not less than 25years and not more than 50years.
21. The contractor shall supply/maintain the vehicle in absolute full /running condition equipped with tools, accessories, spares, two sets of seat cover and attachment. The driver should be capable to attend minor repairs and breakdowns in case of emergency at all the time during the period of the contract. All repairs are to be borne by the contractor himself at his own cost.
22. **SUBSTITUTE VEHICLE: In case of major repair of present vehicle the contractor should provide same model of vehicle, as a stop gap arrangement till the vehicle repaired. However hire charges will be paid to the contractor who has been awarded the tender.**
23. Toll charges to be borne by the Contractor.
24. The running cost of the vehicle shall be borne by the tenderer himself, he should normally provide enough fuel, enough oil and spare parts etc. for continuous journey of 200 kms, 5 liters of fuel shall also be kept in the vehicle as reserve.
25. The driver should be provided with a minimum of Rs.1000/- as cash imprest by the owner of the car to meet the cash expenditure on all occasions.
26. The driver should always be present with the vehicle so that there shall not be any difficulty to get him whenever he is required for driving the vehicle.

Signature of the tenderer

27. The driver should normally be able to read and write Kannada and English. He should have good and pleasing manners and behavior. He should not smoke while driving and should not be under influence of liquor etc., while on duty. The driver should make his own arrangements for breakfast, lunch, and tea etc. while on duty.
28. The driver shall report with the vehicle normally at the duty place **a)** nominated at the time of placement of work order normally at 8.00 hrs and shall be relieved at the same place at 20.00hrs. However, with a previous message or on the spot instructions, the driver may have to report to any other officer or officers' residence at the beginning or at the end of the day or at any time of journey. Tobacco Board, Bengaluru has the discretion to attach the vehicle to any eligible officer of the Tobacco Board for any period during the agreement period under the same terms and conditions **b)** The time and distance shall be reckoned from the duty point as clause **(a)** above. The driver shall maintain a log book showing the kms. run at the beginning and at the end of the journey every day and obtain the signature of officer using the vehicle.
29. The Tobacco Board does not bind itself to provide any parking place and shall not be responsible for safety or security of the Contractor/tenderer's Vehicle/Staff/equipment or any other properties.
30. The vehicle shall be required for use at any place or station away from duty place for a number of days in a month. It shall be the tenderers responsibility to make necessary arrangement of lodging and boarding of his driver during his stay period.

Signature of the tenderer

31. The vehicle should be fit in all respects and for operations in accordance with Motor Vehicles Act and the existing rules as applicable from time to time. It shall be the contractor's responsibility to provide the vehicle with valid documents such as registration certificate, insurance certificate, fitness certificate, pollution test certificate, route permit with taxes, fees levies paid upto date. The responsibility for any lapse in this regard shall be that of the contractor exclusively, and the department stands completely indemnified against such defaults. The documents must be carried by the driver along with vehicle all the time on duty.
32. The contractor shall be solely responsible for any consequences and claims against the loss arising out of any accident caused by the vehicle to equipment/property of the Tobacco Board. He shall also be responsible for any claim/compensation that arises due to damage/injuries sustained by third parties including life/permanent injuries etc., caused by his vehicle.
33. In order to avoid mishap/accident, the contractor shall ensure that only skilled driver with sufficient experience in trade is deployed on vehicle and observes all rules/precautions in this regard.
34. The contractor shall compensate the Tobacco Board for any damage, loss etc. of whatsoever caused to the property or authorized passenger/officer, staff of Tobacco Board while performing service under this contract. The estimated cost of damage or loss to the property or the compensation of the passengers/officers/staff as assessed under appropriate enactments shall be deducted from the payment due to the contractors. **The decision of the Executive Director, Tobacco Board, Guntur shall be final and binding on the contractor.**
35. The Director (Auctions)/Regional Manager/Auction Superintendent or his representative shall have the right to requisition for the vehicle at any time.

Signature of the tenderer

36. In case of any failure on the part of the contractor to comply with any or all the terms and conditions or breach of contract or for any other good or sufficient reason, the Tobacco Board shall have a right to terminate the contract by giving notice in writing. In such an eventuality, the security deposit shall stand forfeited to the Tobacco Board without prejudice to any other rights of the Tobacco Board under contract.
37. The rate shall be quoted by the Vehicle Contractor for a period of 26 working days in a month including petrol/diesel/driver bata and three night halts covering 2000 kms .
38. **PAYMENT: -**
- a) The payment shall be made by the Tobacco Board in a month on production of bills along with a log book duly approved by the Assistant Manager (Accounts)/ Auction Superintendent/ Regional Manager of the concerned platform.
 - b) Income Tax shall be deducted from the bills payable as per I.T. Rules.
 - c) Wages of driver, repair charges, maintenance charges, breakdown charges, license fee, taxes, cost of fuel etc., shall be borne by the contractor only.
39. **VALIDITY PERIOD OF CONTRACT: -** This contract is valid for a period of one year from the date of award of tender and the **Executive Director, Tobacco Board, Bengaluru** reserves the right to extend the same **by three months** or till the finalization of new tender, whichever is earlier with the consent of the contractor.
40. The Vehicle should be provided with a placard of **"ON GOVT DUTY"** of Uniform standard format and whenever it is used by the Auction Superintendent.
41. **ARBITRATOR: -** In case of dispute the matter shall be referred to Executive Director, Tobacco Board for appointing arbitrator whose decision shall be final and binding on the contractor.

SIGNATURE OF THE TENDERER

TENDER FORM FOR HIRING OF VEHICLE (CAR) 2018-19

Sl No.	Particulars		
1	Name of the tenderer with Address		
2	Name of the Platform for which the tenderer is quoting specified in the tender notification (Tenderer can quote for more than one Platform with a separate tender form along with EMD for each auction platform).		
3	Phone & mobile number		
4	Whether contractor is individual or joint firm		
5	PAN Number (copy enclosed)		
6	AADHAR Number (copy enclosed)		
7	GST No.		
8	No. of Cars owned and model. (Proof to be submitted)		
9	Previous experience, if any.		
10	Make & Model of the Vehicle		
11	Attested copy of the Insurance certificate, Fitness Certificate, Pollution Test certificate, Route Permit, Tax paid receipt, RC book shall be attached.		
12	Rate to be quoted for one Auction Platform by the Vehicle Contractor for a period of 26 working days in a month including petrol/diesel/driver bata and three night halts covering 2000 kms. (Including GST). The work will be awarded based on the lowest rate quoted.	Figure (Rs.)	Words (Rupees.....
13	Running charges per kilometer of the vehicle beyond 2000 kms. This is for guidance purpose and will be operative only when required.	Figure (Rs.)	Words (Rupees.....
14	Details of EMD amount submitted	DD.No. Date : Amount:	

N.B.: In case tenderer intends to quote for more than one Platform, he has to submit separate tender form as above along with EMD for each Auction Platform.

DECLARATION

I have gone through the terms and conditions issued by the Tobacco Board and agree to abide by all terms and conditions. The above information furnished by me is true to the best of my knowledge. If any information is found false, the EMD deposited by me may be forfeited including cancellation of contract.

Place:

Signature of the Contractor:

Date:

Seal:

Addresses of Auction Platforms in Karnataka and Phone Numbers

Sl.No	Name of the Auction platform	Mobile & Land No's
1	Office of the Auction Superintendent, Tobacco Board, H.D.Kote-571114, Mysore Dist.	9448495505 08228-255361
2	Office of the Auction Superintendent, Tobacco Board, Platform No.2, MTC Complex, Kattemalavadi Post, Hunsur-571134, Mysore Dist.	9448495506 08222-252118
3	Office of the Auction Superintendent, Tobacco Board, Platform No.3, MTC Complex, Kattemalavadi Post, Hunsur-571134, Mysore Dist.	9448495515 08222-252231
4	Office of the Auction Superintendent, Tobacco Board, Platform No.64, MTC Complex, Kattemalavadi Post, Hunsur-571134, Mysore Dist.	9448495658 08222-252119
5	Office of the Auction Superintendent, Tobacco Board, Platform No.4, Kaggundi Village, H.H.Bagilu Post, Periyapatna-571107, Mysore Dist.	9448495508 08223-274143
6	Office of the Auction Superintendent, Tobacco Board, Platform No.5, Kaggundi Village, H.H.Bagilu Post, Periyapatna-571107, Mysore Dist.	9448495509 08223-274149
7	Office of the Auction Superintendent, Tobacco Board, Platform No.6, Kaggundi Village, H.H.Bagilu Post, Periyapatna-571107, Mysore Dist.	9448495510 08223-274951
8	Office of the Auction Superintendent, Tobacco Board, Platform No.61, Kampalapura Village & Post, Kampalapura-571136, Mysore Dist.	9448495511 08223-210403
9	Office of the Auction Superintendent, Tobacco Board, Platform No.62, Near Javanikuppe Gate, CHILKUNDA Village & Post-571105, Mysore Dist.	9448495512 08223-210048
10	Office of the Auction Superintendent, Tobacco Board, Platform No.07, Ramanathpura Village & Post, ArkalgudTq, Hassan Dist-571133.	9448495513 08175-225536
11	Office of the Auction Superintendent, Tobacco Board, Platform No.63, Ramanathpura Village & Post, ArkalgudTq, Hassan Dist-571133.	9448495514 08175-222924

Addresses of Regional Manager Office Mysore and Periyapatna and Phone Numbers

Sl.No	Name of the Auction platform	Mobile & Land No's
1	RegionalManager,TobaccoBoard,H.No:CA-5673/C,14 th main,2 nd Stage,NearYoganarasimhaSwamy Temple,Vijayanagara,Mysore-570017	9448495502 0821-2543357
2	Regional Manager,Tobacco Board,No.4,Housing Board,Gonikoppa Road,PERIYAPATNA-570017	9448280151 08223-273089