



सत्यमेव जयते

No.0821/NO(TM)/(CIVIC)/2021-22
Office of the District Election Officer,
Vazhudavoor Rd, Pettaiyanchathiram,
Puducherry, 605009.
Ph:0413 2299513 -204

Date. 30.08.2021.

Notice Inviting Tender

TENDER DOCUMENT FOR HIRING OF VEHICLES IN PUDUCHERRY FOR WORKS RELATED TO CIVIC ELECTIONS FOR PUDUCHERRY 2021

1.	Tender for the Service of	:	Tenders are invited from the reputed firms/Agencies for hiring of Motor Vehicles.
2.	Tender Fee	:	Nil
3.	Inviting Officer	:	The Nodal Officer (Transport), Office of the District Election Officer, Vazhudavoor Rd, Pettaiyanchathiram, Aruthra Nagar, Puducherry, 605009.

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OFFICE OF THE DISTRICT ELECTION OFFICER,
Vazhudavoor Road, Pettaiyanchathiram, Aruthra Nagar,
PUDUCHERRY - 605 009.

No. :0821/NO(TM)/CIVIC/Hiring Vehicles/2021-2022

Dated : 30.08.2021

NOTICE INVITING TENDER

TENDERS ARE INVITED FROM TRAVEL AGENCIES/FIRMS/SERVICE PROVIDERS
COMPANIES/ENTITIES TOWARDS PROVIDING VEHICLES IN PUDUCHERRY FOR WORKS
RELATED TO CIVIC ELECTIONS FOR PUDUCHERRY 2021
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Tenders are invited by the Nodal Officer (Transport), Office of the District
Election Officer, Puducherry for hiring of vehicles on daily basis:-

Schedule of Tender		
S No.	Activity Description	Schedule
1	Tender No	No. 0821/NO(TM) /CIVIC/2021-22, Dated. 30.08.2021
2	Start date of submission of bid	31.08.2021
3	Time and last date of submitting bid	07.09.2021 at 10:00 hrs.
4	Time and Date of Opening of Bid	07.09.2021 at 10:30 hrs.
5	Validity of tender offer	90 days from the date of opening
6	Cost of Bid Document	Rs NIL/-
7	Likely date for commencement of contract	Sep 21- Dec 21

:2:

2. The tentative requirement of vehicles shall be as under:-

Sheet - I (Cars and MUV's)

Sl.No	Type of Vehicle	Patten of Hiring
1	Category - I Sedan (Eg., Swift-Dzire / Verito Vibe/ Indigo/ X-cent / VW Ameo etc.) and Mid segment Sedan upto 1800 c.c (Eg., Etios, Fiesta, Vento,Verna, Honda City, Ciaz, etc.)	i. Hiring on daily basis; a. Rate for 10 hrs upto 80 Kms b. Rate for 15 hrs upto 100 Kms c. Rate for 24 hrs upto 100 Kms
2	Category - II Multi-Utility Vehicles (SC: 7 and above) (Eg. Sumo, Qualis, Ertiga, Lodgy, Duster, Enjoy, Bolero, Renault Capture, Toyota- Innova, Xuv 500, Xylo, Hyundai Creta, etc.)	ii. Hiring for outstation trips: a. Outstation up to 12 hrs./ 300 Kms. per day b. Outstation up to 24 hrs./ 300 Kms. per day
3	Category - III Multi-Utility Vehicles (Luxury - SC: 7 and above) (Eg., Innova crysta, F Skoda Karoqsuv, Kia Carnival, Volkswagen T-Roc, Honda CR-V Fourth etc.)	iii. For transportation of COVID patients as per the norms for category - IV Light Passenger Vehicle seating capacity -13 to 15 (Eg: Force / Tempo Traveller, etc.) a. Rate for 5 hrs upto 50 Kms b. Rate for 8 hrs upto 80 Kms
4	Category - IV Light Passenger Vehicle seating capacity -13 to 15 (Eg: Force / Tempo Traveler, etc.)	iv. Additional Charges: a. Addition Rate per Km b. Addition Rate per hour

Sheet - II (Vans and Buses)

Sl.No.	Type of Vehicle	Patten of Hiring
1.	Category - I LMV/MMV passenger vehicle Non Air Conditioned seating capacity 15 to 27.	i. Hiring on daily basis; a. Rate for 15 hrs upto 100 Kms b. Rate for 24 hrs upto 100 Kms
2.	Category - II LMV/MMV passenger vehicle Non Air Conditioned seating capacity 32 to 35	ii. Hiring for outstation trips: a. Outstation up to 12 hrs./ 300 Kms. per day b. Outstation up to 24 hrs./ 300 Kms. per day
3.	Category - III HVM passenger vehicle Non Air Conditioned seating capacity 50 to 56	iii. Additional Charges: a. Addition Rate per Km b. Addition Rate per hour
4.	Category - IV Passenger Vehicle – Air Conditioned with comfort seating capacity-30 to 32.	iv. Hiring for Puducherry to Mahe (Vice-Versa) ✓ Rate for drop at Mahe. ✓ Rate for round trip Pondicherry to Mahe and return.
5.	Category - V Passenger Vehicle – Air Conditioned with comfort seating capacity-35 to 40.	v. Hiring for Puducherry to Yanam (Vice-Versa) ✓ Rate for drop at Yanam. ✓ Rate for round trip Pondicherry to Yanam and return.

Sheet - III (Goods Vehicles)

Sl.No.	Type of Vehicle	Patten of Hiring
1	Category –I Four Wheeler light Goods Vehicle upto 3000 KG –GVW	i. Hiring on daily basis; a. Rate for 15 hrs upto 100 Kms b. Rate for 24 hrs upto 100 Kms
2	Category –II Four Wheeler Medium Goods Vehicle upto 17 to 20 Feet Closed body above 11000 to 12000 KG –GVW	ii. Hiring for outstation trips: a. Outstation up to 12 hrs./ 300 Kms. per day b. Outstation up to 24 hrs./ 300 Kms. per day
3	Category –III Heavy Goods Vehicle upto 16200 KG –GVW – Open body.	iii. Additional Charges: a. Addition Rate per Km b. Addition Rate per hour
4	Category – IV Heavy Goods Vehicle upto 16200 KG –GVW – 22 to 24 feet Closed body.	
5	Category –V Heavy Goods Vehicle upto 25000 KG –GVW –Open body.	

Sl.No	Type of vehicles	Tentative No. of Vehicles required
1.	LMV passenger car Sedan/MUV/Tempo Traveler Cars	
	Sedan cars	330 - 350
	MUV cars (Innova type)	30-35
	Tempo Traveler	20-25
2.	Buses	
	A/c Buses	4-5
	Ordinary Buses:	30-35
3.	Goods Vehicles	
	Closed Body for EVMs:	25-30
	Lorries/ Trucks:	50-60
	Minidor/Tata ace(LGV):	25-30

The contractor shall provide required number of vehicles which have valid documents including permit, fitness, Insurance and payment of road tax etc.

Note:

- a. The above rates shall be all inclusive of driver, diesel charge, Rent, Fuel, Batta, Goods and Service Tax and Service Charges etc.
- b. The intending and eligible bidders may submit the tenders online at <https://pudutenders.gov.in> in single bid system. Tenders are to be submitted online only using the e-procurement portal <https://pudutenders.gov.in>.
3. The Bidders who have not enrolled/registered in e-procurement portal should enroll/register before participating through the website <https://pudutenders.gov.in>. The portal enrolment is free of cost.
4. Interested bidders may submit their quotation online on <https://pudutenders.gov.in> as per the tender document in the website. Bidders are requested to follow the instructions carefully as per the tender document and the instructions given in the above said website. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the Tender Documents. Tender sent by any other mode will not be accepted. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances whatsoever. Any corrigendum/addendum regarding this tender will be available on the above said website only.
5. The Bids will be opened on **07-09-2021** at **10.30hrs**.
6. The District Election Officer, Puducherry reserves the right to amend or with draw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the District Election Officer,

Puducherry, in this regard shall be final and binding on all.

7. 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

8. PERIOD OF VALIDITY OF BID

The tender submitted by bidder will remain valid for acceptance for a period of **90 days** from the date of opening bid of the tender.

-Sd-

The Nodal Officer (Transport)
O/o District Election Officer,
Vazhudavoor Rd, Pettaiyanchathiram,
Puducherry, 605009
Ph: Ph: 0413 - 2299513

ANNEXURE - I

DECLARATION-I

“I/We _____ do hereby declare that the I /Company/ Agency/Firm shall quote the best rates. I will be prepared to supply the numbers of vehicles required as mentioned in this bid document and also more number of vehicles in the category quote by me/us if required by the department.

SIGNATURE OF THE TENDERER WITH SEAL

DECLARATION-II

“I/We _____ do hereby declare that the workers engaged by my agency/firm shall be paid the statutory minimum wages and they will be covered under the statutory provisions of E.P.F, E.S.I, etc., and will comply with all the Labour Laws in force.”

SIGNATURE OF THE TENDERER WITH SEAL

DECLARATION-III

“I/We _____ the undersigned certify that the terms and conditions of tender are accepted and that in the event of selection of my/our rates, the contract in the prescribed form will be entered into”.

SIGNATURE OF THE TENDERER WITH SEAL

DECLARATION IV
FORMAT OF DECLARATION IN LIEU OF EMD/BID SECURITY

I/We.....(Name & Address of the bidder with Company) submitting this declaration in lieu of Bid Security/Earnest Money Deposit for the Tender for No:0821/NO(TM)/CIVIC/Hiring Vehicles/2021-2022, dated: **30.08.2021**, thereby fully accepting that our Company/Agency will be suspended and shall not be eligible to participate in the Tenders invited by the Departments, Public Sector Undertakings, institutions or any other agencies of Government of Puducherry, for a period of 2 years from the date of such Suspension Orders, under the following circumstances:

- a) If after the opening of Tender, our Company/Agency withdraw (or) modify the bid during the period of validity specified in the Bid Documents (including extended validity, if any) or do not accept the correction of the Tender Price pursuant to any arithmetic errors.
- b) If after the award of work, our Company Agency fail to furnish the required Performance Security (if any) or sign the Contract or failed to supply of vehicles within the time limits specified in the Tender schedule or in the supply/work order of the Department.

Signature of the Tenderer with seal

BID DOCUMENT

1. Name of the Organization :
2. Tender reference No: :
3. Address with telephone Nos. :
4. Has your entity/firm/Agency had ever :
black listed by any of the Government
or Government agency.
5. The details furnished above are correct and true. I undertake to produce the
original Documents for verification as and when called of:

Place:

Signature of bidder/ Authorized signatory:

GENERAL TERMS AND CONDITIONS

I. BIDDING:

- a. The intending and eligible bidders may submit the tenders online at <https://pudutenders.gov.in> in single bids system. Tenders are to be submitted online only using the e-procurement portal <https://pudutenders.gov.in>.
- b. The Bidders who have not enrolled/registered in e-procurement portal should enroll/register before participating through the website <https://pudutenders.gov.in>. The portal enrolment is free of cost.
- c. Interested bidders may submit their quotation online on <https://pudutenders.gov.in> as per the tender document in the website. Bidders are requested to follow the instructions carefully as per the tender document and the instructions given in the above said website. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the Tender Documents. Tender sent by any other mode will not be accepted. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances whatsoever. Any corrigendum/addendum regarding this tender will be available on the above said website only.

II. INSTRUCTIONS FOR ONLINE BIDDERS

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement are at <https://pudutenders.gov.in/nicgep/app>: The bidders must carefully follow the instructions:

1. Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
2. Bidder should do the enrolment in the e-Procurement site using the "Click here to Enroll" option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid e-mail-id. All the correspondence shall be made directly with the contractors/bidders through e-mail-id provided.
3. Bidder need to login to the site through their user ID/ password chosen during enrolment/registration.

4. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by NIC/SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on e-Token / Smart Card, should be registered.
5. The DSC that is registered with the portal only should be used by the bidder and should ensure safety of the same.
6. Bidder may go through the tenders published on the site and download the required tender documents/ Annexures for the tenders he/she is interested.
7. After downloading /getting the tender document/ Annexures/ Appendices, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
8. Any doubts/ query in this regard may be clarifications, this may be obtained online through the tender site, or through the contact details given below. Bidder should take into account the corrigendum / Addendum published, if any, before submitting the bids online.

Contact No. 0413-2238170 -ext-204

9. Bidder may log into the site through the secured log in by using the user id/password chosen during enrolment/registration and then by giving the password of the e-Token/Smart Card to access DSC.
10. Bidder selects the tender which he/she is interested in by using the search option & then moves it to the "my tenders" folder.
11. From my tender folder, he/she selects the tender to view all the details indicated.
12. It is construed that the bidder has read and agreed all the terms and conditions before submitting his/her / their offer. Bidder should go through the tender Annexure and appendices carefully and upload the documents as called for; otherwise, the bid will summarily be rejected.

13. Bidder, in advance, should get ready with the bid documents to be submitted as indicated in the tender document/Annexure and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded, through online for the tenders, should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidder's Bid documents may be scanned with 100 dpi with black and white option. However if the file size is less than 1 MB the transaction uploading time will be very fast.
14. Bidder should take into account the corrigendum / Addendum published from time to time before submitting the online bids.
15. The Bidders can update, well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
16. Bidder should be original posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Clause for delay in transit may be added. Scanned copy of the same should be uploaded as part of the offer.
17. While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
18. The bidder has to select the payment option as online to pay the EMD as applicable and enter details of the instruments.
20. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

21. The bidder has to upload the relevant files required as indicated in the covered content. In case of any irrelevant files, the bid will be rejected.
22. If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/ BOQ template must not be modified /replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
23. The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
24. After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
25. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the E tender system. The bidders should follow this time during bid submission.
26. All the data entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
27. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
28. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

29. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
30. Filling all the fields for all the categories mentioned in a sheet. The bidder should quote atleast one of the sheets in Item 2. Bidding more than one sheet is optional. Any omission in the fields or categories of vehicle in one sheet will be treated as Incomplete and bid will be rejected for the categories mentioned in that sheet and such rejection will be with the discretion of the Department. No explanation in this regard will be given.
32. For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Simultaneously, for any further queries, the bidders are asked to contact over phone: 0413-2238170 -ext-204.

33. AMENDMENT TO BID DOCUMENTS:

The amendments, if any will be notified in official “Website <https://pudutenders.gov.in>” and these amendments will be binding on bidders/tenders. No separate communication will be sent to bidders in this regard.

III. NATURE OF VEHICLES /SERVICE WITH TENTATIVE REQUIREMENT

i. Types of Vehicles:

The vehicle should be in good running condition and as mentioned in Sheet I/II/III of Item 2.

Tentative Requirement of Vehicles:

Sl.No	Type of vehicles	Tentative No. of Vehicles required
1.	LMV passenger car Sedan/MUV/Tempo Traveler Cars	
	Sedan cars	330 - 350
	MUV cars (Innova type)	30-35
	Tempo Traveler	20-25
2.	Buses	
	A/c Buses	4-5
	Ordinary Buses:	30-35
3.	Goods Vehicles	
	Closed Body for EVMs:	25-30
	Lorries/ Trucks:	50-60
	Minidor/Tata ace(LGV):	25-30

The contractor shall provide required number of vehicles which have valid documents including permit, fitness, Insurance and payment of road tax etc.

Appearance/Condition of Vehicle:

The contractor will provide the vehicle in perfect running condition. Upholstery, décor, matting, paint, lights and all other accessories of the vehicles provided are to be in good condition at all times.

Break downs:

In case of breakdown of the vehicle, the contractor shall provide a suitable replacement within one hour of receipt of information. In case replacement is not provided by the contractor within reasonable period of time, the user will be free to make alternate arrangement and expenditure incurred shall be borne by the contractor. The contractor should always provide adequate money to the driver to carry out minor repairs.

Documents of the Vehicle:

The documents of the vehicle should be valid whenever it is used in public place. i.e. the certificates of Registration, Permit, Road Tax, Insurance, Pollution under control, fitness certificate and any other certificate that is prescribed under the Motor Vehicles Act 1988, and the Rules, Orders, Guidelines etc. made there under from time to time. The renewal of such certificates will be at the owner's cost. No extra charge will be permissible in such cases.

“The successful bidder/contractor should have valid PAN Card, and also require to sign an agreement with the department by which the vehicle(s) is (are) hired. Supply order/Job Order will be issued by the hiring department. The contract can be cancelled unilaterally by the hiring department in case contracted vehicles are not reported within the stipulated time limit. Extension of contract will be at the sole discretion of the hiring department”.

ii. Drivers:

- I. Drivers reporting to the hiring department should be in possession of valid license and badges as applicable. The contractor shall ensure that the antecedents of the drivers are verified and the driver should be of good character.
- II. The contractor shall be responsible for discipline and behaviors of drivers deployed by them. Consumption of alcohol by drivers during duty is strictly prohibited and the contractor shall ensure that drivers who are reporting for duty is not under the influence of alcohol.
- III. The drivers may carry their packed meals. The drivers are not to leave their place of duty unless permitted to do so by a bonafide user.
- IV. Driver should be conversant with roads of Puducherry and neighboring towns and should be consistent and punctual on their duties.

- V. 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 can be imposed.
- VI. The driver must be punctual and arrive on specified time at specified location. Substantial and repeated delays shall attract a penalty amounting to the deduction of the whole day's payment on per case basis.
- VII. 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 per case basis.

iii. **Accidents:**

In circumstances, when the hired vehicle is involved in an accident resulting in loss or damage to property or life with respect to the vehicle, driver, passenger or any third party, the responsibility for any legal or financial implication shall rest solely with the Bidder. The hiring department or the Government of Puducherry shall have no liability, whatsoever, in this regard.

IV. 1.1 GENERAL TERMS AND CONDITIONS

- The bidder must carefully read all the terms, conditions and specifications of the tender before filling up the tender. The Bidder shall be bound by all terms, conditions and specifications as detailed in this tender document.
- The terms and conditions (i.e., all the pages of tender document), in original, must be signed with date and seal affixed on each page in the space provided at the bottom.
- There should be no overwriting in the bids submitted. If required, the corrections can be made by scoring out entries and writing a fresh one. The initials of the tenderers/authorized person and the seal of the tenderers/bidders firm/agency must be affixed for each correction. All amounts quoted must be expressed both in words and figures and where there is a difference between the two, the rates expressed in words will be considered for evaluation.
- The District Election Officer, Puducherry reserves the right to reject any or all tenders without assigning any reason and any other officer as may be authorized by the Government also reserves the right to accept or reject any tender in whole or in part or unrealistic low rates of any bidders.
- No revision of terms or increase in rates will be allowed during the consideration of this tender.

1.2. Period of validity of Bid: Bid shall be valid for 60 days after the date of opening of bids.

1.3. Period of Contract/Duration:

The contract will as mentioned in item (III) under the heading tentative requirement of vehicles.

1.4. The list of the documents to be enclosed)

- i. Bid Form and Declarations /Letters.
- ii. Self-Attested copy of proof of business in Travel / Transport of Passengers for one year preceding last Financial Year.

All the documents mentioned above are for establishing the eligibility and non-submission of these documents will result in rejection of the tender. Originals of all such documents shall be liable to be produced for verification, failing which such documents shall be rejected.

1.5. Signing of Tender:

Individual signing the tender or other documents connected with contract must specify whether he signs as

- a . A “sole proprietor” of the concern or constituted attorney of such sole proprietor.
- b. A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- c. Director or a principal officer duly authorized by the Board of Directors of the company.

1.6. All the pages of tender should be serial numbered, signed by the bidder and affix his firm “stamp at each page of the tender document and all its Annexure as the acceptance of the offer made by the tenderer will be deemed as a contract. NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS NOTICE INVITING TENDER.

1.7. The rates quoted shall be firm and final for the entire period of contract.

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

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

1.10. Opening of Tender:

The bidder is at liberty either to be present himself or authorize 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 and proof of identification. Also, the tender shall be opened at Office of the District Election Officer, Vazhudavur Road, Pettaiyanchathiram, Puducherry 605009.

1.11. Criteria for Evaluation of Tenders:

The evaluation of the tenders will be made on the basis of lowest bidder (L1) in each category based on the formula:

$$L1 = (0.5 \times \text{rate quoted for 15 hrs / 100 kms on daily basis}) + (0.4 \times \text{Rate for 24 hrs upto 100 Kms on daily basis}) + (0.1 \times \text{rate quoted for 24 hrs / 300 kms for out station trips})$$

For categories IV and V of Sheet II the lowest rate (L1)

$$= (0.5 \times \text{rate quoted for round trip for Pondicherry to Mahe and return}) + (0.5 \times \text{rate quoted for round trip for Pondicherry to Yanam and return})$$

"The bidders should quote the rates inclusive of all costs except the parking and toll charges. L1 bidder will be determined for each category of vehicles taking the rate quoted exclusive of parking and toll charges."

1.12. The reasons for selection or rejection of a particular tender will not be disclosed.

- a) Bid shall be evaluated to determine whether it is complete, whether documents have been properly signed and are generally in order.
- b) Nodal Officer (Transport) will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive may be rejected.
- c) Nodal Officer (Transport) shall evaluate and compare the substantially responsive bids and compares on of bids shall be on the rate quoted (inclusive all levies and taxes) as indicated in the rate schedule of the bid document.

The successful bidder is required to submit tender document, duly signed on all pages for having read, understood and accepted all the terms & conditions associated with the bid and the resultant contractual obligations.

1.13 Right of Acceptance:

- a) The District Election Officer (DEO), Puducherry, reserves all rights to reject any tender including of those tenderers 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 the District Election Officer, Puducherry in this regard is final and binding.
- b) Any failure on the part of the tenderer to observe the prescribed procedure and any attempt to canvass for the work will prejudice the tenderer's quotation.
- c) The District Election Officer, Puducherry will have the right to reject unrealistic low rates of any bidder. The District Election Officer, will be within its rights to reject any bid which is abnormally low as compared to the benchmark. Therefore, bidders are instructed to quote realistic rate in terms of minimum wages to be paid to the drivers, moderate return on the investment and commercial ethics of particular business.
- d) The final work order will be issued by the hiring Department as per the requirement.

1.14 Penalties:

- a) The vehicle should report at the specified reporting time. In case of delay in reporting, acceptance of the vehicle will be at the discretion of the controlling officer subject to following conditions:
 - i. If vehicle is accepted after delayed reporting, a penalty of Rs.300 will be imposed for that day.
 - ii. If the vehicle is not accepted, a penalty as per clause (a) above will be imposed.
 - iii. In case of break down, if the vehicle is not replaced within one & half hour, penalty of Rs.200 per occasion will be imposed, in addition to the pro-rata deduction of rental in the monthly bill.
 - iv. Department reserves the right to call the vehicles before stipulated duty hour and beyond duty hour. Vehicles should be made available on call basis beyond the office hours in the week days as well as holidays, failing which the penalty of Rs.500 will be imposed on each occasion.
 - v. If the contractor fails to supply the full quantity of vehicles required the competent authority has the discretion to levy penalty.

1.15. Subletting of Work:

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

1.16. Order of Preference:

The contract will be awarded to the lowest bidder (L1). However, the competent authority is at liberty to allot the work to a suitable agency on the same terms and conditions and on rates decided by the competent authority.

1.17 Terms of payment:

- a) Advance payment will be made only on discretion of the authority on the basis of the order of award of work. The bidder cannot claim it as a right.
- b) The contractor shall submit the bill along with log book attested by the officer who used the vehicle for sanction of the amount of bill and passing the bill for payment.
- c) All payments shall be made by the way of ECS.
- d) The competent authority shall be at liberty to with hold any of the payments in full or in part subject to recovery of penalties mentioned in this tender.
- e) 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 governed by the separate clauses of the contract.
- f) Wherever applicable all payments will be made as per rate schedule of payments stated in bid of the successful bidder.

1.18. Termination of Contract:

The Competent authority, without prejudice to any other remedy, for breach of contract, may terminate the contract in whole or in parts.

- a) If the contractor fails to arrange the supply of any or all of the vehicles within the period(s) specified or any extension or in the work order in the contract thereof granted by competent authority.
- b) If the contractor or fail stopper for many other obligation(s) under the General & special conditions of the contract and all clauses of this tender which are integral part of this tender.
- c) Competent authority may without prejudice, to other rights under law or the contract provided get the hiring of vehicles done at the risk and cost of the contractor, in above circumstances.
- d) Termination for Insolvency: The competent authority may at any time terminate the Contract by giving written notice to the contractor, without compensation to the contractor. If the contractor or becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the District Election Officer (DEO), Puducherry.

1.19. 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. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration

1.20. Legal Jurisdiction

Dispute if any arising even after arbitration shall "only" be referred to a judicial court situated at U.T of Puducherry.

1.21. Set Off:

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by hired Department and set off the same against any claim of the service provider for payment of a sum of money arising out of this contract or under any other contract made by contractor with hired Department.

1.22. Force Majeure:

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of god (hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract or shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of the hired Departments as to whether the supplies/services have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

(TENDER SPECIFIC TERMS & CONDITIONS)

1. Eligibility:

Documentary evidence for the under mentioned items should be submitted along with the bid:

- i. The bidder shall have experience of supplying vehicles to Central/State Govt. organization / PSU for minimum one year (or) in the business of Travel service for the one year.

2. Services to be provided:

- i. Provision of registered Commercial vehicles with licensed drivers, on Hiring basis for Vehicles on call/hiring basis in Puducherry Region. However if, for official purpose, vehicles has to go to adjoining states. The arrangements for such trips will be made by the contractor. In such case, tax levied by other states, tolls and Parking charges for such journey will be reimbursed on production of original receipt.
- ii. Period of contracts: As per the final work order.
- iii. Normal Duty Hrs: As per Item No III, types of vehicles.
- iv. Quantity: As per Item No. III, tentative requirement of vehicles. However the actual quantity will depend on the requirement from time to time. O/o DEO, Puducherry reserves the right to increase or decrease the required quantity without any change in the hiring charges of the offered quantity and other terms and conditions.
- v. Reporting place: Any place within the territorial jurisdiction of Puducherry region as the case may be the user of the vehicle shall specify actual place of reporting.
- vi. Notice period: For regular requirements t h e Telephonic /Verbal intimation shall be considered as notice.
- vii. Accuracy of the meters :The meter reading should tally the actual distance of run at any instant and authorized officer shall have full power to check up the meter for its correctness and to take action accordingly.
- viii. Special requirements:
 - a) Intending bidder must have one telephone number (Landline or Mobile) and where there question of vehicle can be conveyed round the clock (24 hrs) for entire period. The driver of the vehicle must be provided with mobile telephone so that he may be contacted at any point of time.
 - b) The vehicle must have permit to travel in neighboring States i.e. Tamil Nadu etc., the entry tax if applicable will be borne by the hiring department.
 - c) Payment of any government Tax/Duty in respect of the hired vehicle will be the liability of the contractor.
 - d) Parking and toll charges, if any, will be paid by the hiring Department on production of the original bills/ receipts.
 - e) An temporary changes in the vehicle/driver should be informed at least one day before the day of such changes.
 - f) Any permanent change of a vehicle in the contract is subject to inspection of the same by the Nodal Office (TM) of the Department.

ix. The successful bidder shall make available of the vehicles at the place, to be decided by the Nodal Officer (Transport), O/o the District Election Officer, Puducherry, for inspection. If the inspection officer satisfied with the condition of the vehicles, only then the work order will be awarded to the successful bidder.

3. Special conditions of contracts:

- a) The contractor/ bidder will have full liability under sections of Motor vehicles Act 1988 and IPC causing death or permanent disability developed by the vehicle supplied by the Contractor. The hiring authority / Department shall have no responsibility and will not entertain any claim in this regard in any circumstances. The contractor/bidder shall indemnify the hiring Department from such incidences.
- b) The engagement and employment of drivers and payment of wages to them as per existing provision of various labour laws and regulations is the sole responsibility of the Contractor and shall indemnify the purchaser. Any breach of such Laws on regulation shall be deemed to be breach of this contract.
- c) The contractor shall supply the vehicles properly cleaned from outside and properly cleaned & totally dust free inside. Seats of the vehicle should be neatly covered. Also, driver should be properly dressed & well behaved. Vehicles to be provided by the Contractor should be in perfectly sound working condition and suitable for use by the officers deputed for election related work.
- d) Driver and vehicle should not be changed frequently. If in most unavoidable circumstances the change of driver/vehicle is required, prior intimation should be given to the hiring Department concerned.
- e) The cost of lubricant, repairs, maintenance, Taxes, Insurance etc will be the contractor liability.
- f) Control of the Vehicles:
 - i. Monitoring of performance of the services to be provided by contractor under this tender shall be responsibility of Department for the vehicles under their control. In case of any deficiency, Department may take action as per terms& conditions of this tender and agreement to be signed/ work order, for the vehicles under their control.
 - ii. Decision as to whether penalties would be levied or not for violation of terms & condition laid down in this tender shall be taken by Department for the vehicles under their control. If decided so, penalties shall also be levied by Department for the vehicles under their control.
 - iii. In Case the hiring department is not satisfied with the quality/condition of the vehicle. The hiring Department shall instruct the bidder/contractor to produce the vehicle before the inspection authority of the Transport Management cell of the O/o DEO, Puducherry. If the inspecting authority not satisfied with the condition of the vehicle, the bidder /contractor shall change the vehicle of same type to the satisfaction of the department.
 - iv. No hike in rate will be allowed if there is a hike in the price of diesel and or spare parts of vehicle.

4. Payment terms:

Payment will be made by the way of ECS against the submission of bills (in triplicate) with Log Book duly signed by the designated user(s). Bill shall be prepared as per the directions of the contracting department. The bill shall be paid only after tax deduction at source (TDS) as applicable from time to time.

5. Rate of hire charges:

Rates quoted should be inclusive all taxes including Goods Service Tax.
