



Ref No: NIRT/Admin-Stores/Vehicle Hiring/DLSS/2023-24

Dt.19.01.2024

### QUOTATION ENQUIRY

Sealed Quotations are invited by the Director, ICMR – NIRT for hiring of the following Vehicle. The interested companies may submit their lowest price for the below mentioned specification either by sending through post/courier addressed to **The Director, ICMR - National Institute for Research in Tuberculosis, No.1, Sathyamoorthy Road, Chetpet, Chennai-31** or drop in the quotation box kept at the ground floor (stores & purchase section) or by E-mail (with signature & seal in company letterhead to [nirtdirector.ps@icmr.gov.in](mailto:nirtdirector.ps@icmr.gov.in)). Sealed offers superscribed as Quotation for **“Vehicle Hiring (Passenger Vehicle - 4x4 SUV 6 to 7 seater) for DLSS study for Kerala”** should reach us on or before **02.02.2024 at 3pm**.

ASSIGNMENT	QUANTITY
Monthly Mileage 2500kms and Monthly Duty hours 300 hours (Passenger vehicle: 3 vehicle for Kerala)	3 Nos

### OTHER TERMS & CONDITIONS

#### **Buyer Responsibilities:**

1. Buyer shall notify the service provider of any change in the hired vehicle schedule. The notification shall be provided 24 hours prior to the change.
2. Buyer shall either accept or reject the logbook entries within a maximum of 72 hours after being updated by the service provider. Failure to act on logbook entries updated by the service provider shall result in auto-acceptance of the reading provided by the service provider.

#### **Service Provider Responsibilities:**

1. The service provider agrees to provide quality services as per the SLA terms mentioned in the contract.
2. The service provider shall ensure that the assigned vehicle and driver report as per the schedule provided by the user department/ buyer / individual user. In case of a delay in arrival beyond 15 minutes, the user shall have the right to hire other taxi services (which may or may not be of a similar hired car category). The fare charges shall be charged to the service provider.
3. The service provider agrees to the terms and conditions of the contract and shall ensure full compliance with them.
4. Service provider to ensure that all maintenance works related to the assigned vehicle shall be carried out during off-duty hours.
5. Service provider to ensure that the vehicle deployed shall arrive at the designated location on time and with a full tank of fuel. Fuel filling shall be done during off-duty hours.
6. In the event of any break-down, servicing, and repairs of vehicles, the service provider, at their own cost, shall make an automated arrangement by providing the similar or higher class of vehicle(s) for which the agreement is entered into. Failure to do so will evoke a penalty or possible termination of the contract.
7. The Service Provider shall not be allowed to sub-let the Contract.
8. The Service Provider shall only provide vehicles that have comprehensive insurance.



9. The service provide shall provide transit insurance for goods.
10. Police verifications for deployed staff shall be ensured by the service provider.
11. The service provider shall update the logbook on the GeM portal at least once in every 72 hours. Failure to do so shall be penalized as per this contract.
12. All attempts shall be made to provide the best quality services in the industry.

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

The service provider selected as L1 by buyers shall accept the order immediately as per the 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 the case of monthly hiring orders, the per-day hiring may also be done under this clause, and payment will be made on a pro-rata basis on the contracted rate and terms and conditions of the contract.

### **Vehicle Requirements for Service Provider:**

1. **Commercial Vehicle Registration:** The vehicle provided by the service provider must be registered as a commercial vehicle in the same state where the service is requested. It should comply with all the requirements and regulations set by the Regional Transport Office (RTO) for commercial operations.
2. **Vehicle Age Limit:** The vehicle should not be older than 2 years from the date of the service request. It should be relatively new to ensure reliable and efficient service.
3. **Valid Documentation:** The vehicle(s) provided by the service provider shall have a valid Registration Certificate, fully comprehensive insurance to cover third party and occupants, fitness certificate, PL 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. **Vehicle Maintenance and Cleanliness:** All vehicles deployed for service should be well-maintained and kept in a clean and presentable condition both internally and externally. Regular maintenance and cleanliness are essential to ensure a comfortable and professional experience for the users.
5. **Emergency Medical Kit and Fire Extinguisher:** Each vehicle must be equipped with an emergency medical kit and a fire extinguisher to address any medical emergencies or fire incidents that may arise during transportation.
6. **Regular Check and Maintenance:** The service provider must periodically check and maintain all electrical connections, including lights (brake and front), horn, turn indicators, and air conditioning (if provided as an add-on) to ensure their proper functioning and avoid any inconvenience to the user department.

7. **Parking and Availability:** Vehicles 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 reasons like re-fuelling, 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 non-available and will be a table for the penalty.

8. **Essential Amenities:** The vehicles should be equipped with a mobile charger for passenger use and an ambient freshener to maintain a pleasant environment during transportation.

### **Driver/Staff Deployed**

The service provider shall be responsible for the deeds of drivers of the vehicles, including the following:

1. The driver shall never report to duty in an inebriated state or consume alcohol while on duty.
2. The driver shall never use any kind of tobacco products while on-duty hours, which includes waiting.
3. The drivers/staff of the vehicles deployed for user department duties maintain polite & courteous behaviour towards department users as well as other departmental staff. The following may be construed as "Misbehaviour" and shall attract penalties per the contract's provisions. Repeated instances may result in termination of services.
  1. Denial of duty during the contract period or during hours as notified by user departments
  2. Use of abusive language
4. Driver must be provided a working mobile phone and contact number be provided to user department.
5. In the event that, for any reason, the driver changes his contact number during the tenure of the contract, then the service provider will immediately notify the user department of the above change.
6. The driver shall be reachable at all times during duty hours.
7. Only the drivers with valid commercial driving licenses shall be deployed by the service provider.
8. The driver should be properly dressed in neat and clean attire; if required, the driver should wear a uniform of a specific colour as per Buyer's requirement.
9. The driver shall not report for duty in an inebriated state. In such an event, the user department shall have full rights to terminate the contract immediately.
10. 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,

11. Gossiping with the guests and using mobile phones during driving is not allowed. In case of urgency, the driver should park the vehicle with permission from the user and talk on the mobile for the minimum duration.
12. As soon as the driver is advised to attend to any guest by the administration, the driver should call /SMS the guest giving his mobile and vehicle details. Charges for calls /SMS will be on the contractor's account.
13. Vehicle and driver should not be changed frequently. The contractor should inform the authority of any such changes well in advance for permission.

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

1. **Hiring Charges and Inclusions:** The hiring charges for the vehicle services will be all-inclusive and cover fuel cost, lubricants, spare parts, maintenance, salary of drivers/staff, payment of insurance, and road tax required for operating the vehicles within the state where the service is required. However, the buyer shall be responsible for state taxes required for operation in other states. 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.
2. **Insurance and Liability:** The service provider shall take comprehensive insurance cover with third-party unlimited liability risk for the vehicles detailed for the user department's requirements. The user department shall not be liable for any damages to public property or any third party due to any accident arising during the service provider's vehicle deployment.
3. **Third-Party Claims:** The service provider shall be solely responsible for any claims by any third party and/or employees of the user department traveling in the vehicle for any injuries caused by the driver of the vehicle, whether by accident or otherwise.
4. **Compliance with Laws and Regulations:** The user department will not be responsible for violations of traffic rules or infringement of any other law by the driver of the vehicle or the service provider. The service provider and its drivers shall comply with all relevant rules and regulations of the Motor Vehicles Act and Rules applicable at present or in the future during the contract tenure. The onus of compliance with all applicable Laws/Acts/Rules, including those under the Motor Vehicle Acts/Rules, shall rest with the service provider, and the user department will not be held liable in any manner.
5. **Labour Law Compliance:** The service provider shall ensure compliance with the provisions of Labour Laws (Central/State), including the Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, and Contract Labour (R&A) Act, as applicable from time to time. The employees of the service provider shall not be deemed as employees of the user department, and the service provider is solely responsible for complying with the laws of the applicable acts.
6. **Driver's Responsibility:** The service provider shall be personally responsible for any theft, misconduct, and/or disobedience on the part of the drivers provided by them.
7. **Seizure or Detention of Vehicles:** If the vehicle is seized, detained, or requisitioned by Police/Motor Vehicle Authority or any other authorities for any reason during the contract period, it will be at the service provider's risk. The service provider must provide alternate vehicles of a similar or higher category without any extra charges.



8. **Passenger Safety and Authorized Personnel:** The vehicles deployed for duty shall only carry personnel authorized by the user department. The service provider must ensure the safety of passengers by avoiding negligent driving practices such as overspeeding, rash driving, and using vehicles with defective brakes.
9. **Uniform and Identification:** The service provider shall provide, at their own cost, proper uniforms and badges as per STATE MOTOR VEHICLES RULES (amended upto date) and photo identity cards to the drivers.
10. **Vehicle Tracking System:** At the option of the Government, the user department may require the service provider to provide a vehicle tracking system. The service provider shall submit records/data of the journey, including pickup time and drop time, along with mileage. Mileage count will start from the location of pickup, and no extra kilometres from the garage to the pick-up point will be considered.
11. **Extra Distance and Duty Hours Payment:** Payment for extra distance travelled and extra duty hours shall be made according to the rates approved by the Buyer.
12. **Payment as per Financial Quotes:** Payment for the vehicle hiring services shall be made based on the financial quotes submitted by the Service Provider and accepted by the Buyer. The quoted price should cover all aspects of service delivery.
13. **Non-Satisfactory Performance Deductions:** In case of non-satisfactory performance, the Buyer reserves the right to deduct an appropriate amount from the total bill, as deemed appropriate by the competent authority. All deductions, fines, and interest (if applicable) will be settled before making the payments, and the Service Provider shall not have any objections in this regard.
14. **Payment and Invoice Processing:** Payment shall be made by credit into the service provider's bank account through ECS/RTGS within 10 days from the date of receipt of bills that are complete in all respects. The user department shall pay the vendor all amounts on an invoice that is not the subject of a bona fide dispute within 10 days after the department's receipt of a valid invoice that complies in all material respects with the terms of this Agreement. The payment shall be subject to any deductions such as penalties, statutory deductions, etc.



### Penalties for Breach:

S.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	Rs. 750/- per vehicle	Rs 1000/- per vehicle
2	Delay in arrival or not	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	Rs.500 respective vehicle	Rs.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 30 min	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

  
**ADMINISTRATIVE OFFICER**