

TERMS & CONDITIONS:

1. The Tender shall be submitted in two parts i.e Technical Bid & Financial Bid (i.e. Annexure-A & B).
2. **The Financial Bids of only those bidders shall be opened, whose Technical Bids are qualified. The format of the technical bid and financial bid is enclosed as Annexure –A and Annexure – B.**

Following documents should be submitted with the bid:-

- (i) Scanned copy of the entire Tender documents, signed on all pages.
 - (ii) Scanned copy of PAN No. of owner of the vehicle.
 - (iii) Scanned copy of the Driving Licence of driver of the vehicle.
 - (iv) Scanned copy of GST Registration No., if applicable or an undertaking that not liable to pay GST.
 - (v) Scanned copy of the Registration Certificate of the vehicle.
 - (vii) Scanned copy of all necessary documents as required in Annexure-A & Annexure-B.
3. Earnest Money and Performance Security:
 - (i) Earnest Money Deposit (EMD): An earnest Money Deposit, as per aforesaid schedule will have to be submitted while applying for the contract in the form of Demand Draft in favour of DDO, Directorate of Revenue Intelligence, Zonal Unit, Lucknow for the amount of Rs. 5000/- without which the quotation will not be considered. The demand draft in original has to be reached to the office of the Deputy Director, DRI Regional Unit, Patna located at Malaynil, Main Road, Budha Colony, Patna -800001 before opening of technical bid. However, scanned copy of Demand Draft has to be uploaded as proof of EMD in technical bid on CPPP. The EMD amount will be returned to the unsuccessful bidders after the finalization /completion of tender.
 - (ii) Performance Guarantee (Security Deposit) : The successful bidder will be wholly and solely responsible for any damage/levy/claim and will be liable to pay the said damage/levy/claim. In this context, the successful bidder will deposit Rs. 10,000/- (Rs. Ten thousand only) as performance security which is non-interest bearing in the shape of Bank Guarantee issued by a Nationalized Bank only drawn in favour of the DDO, Directorate of Revenue Intelligence, Zonal Unit, Lucknow payable at Lucknow. The said performance security will be deposited at the rate of Rs. 10,000/- per vehicle. The Security deposit will be forfeited, if during the period of contract the services of the contractor are found to be unsatisfactory in any respect, and/or towards any damage cause due to negligence of the contractor or his employees. This forfeiture will be in addition to any action by the department that the contractor firm may invite upon themselves due to any of the reasons.

4. The rate quoted should be for a commercially registered vehicle that is new or up to three years old and without any accident history, and should be in good running condition and comprehensively insured with pollution control certificate or any other Certificate required as per law. New seat cover/towels and fan at the rear seat will have to be provided by the owner. Preference may be given to the newer Vehicle offered.
5. The vehicle shall be provided immediately on any day/night, including Saturday, Sunday and Holidays , if required based on urgency of work.
6. Zero based mileage i.e mileage starting and ending at/from duty or drop off location shall be adopted for the purposes of calculating of the kilo meters.
7. The bidder should have arrangements for establishing contact and round the clock service.
8. The service provider has to bear all charges viz. Charges of driver, repairs and parking, maintenance of vehicles, insurance, all taxes as per Motor Vehicle Act/State Govt./Central Govt. Cost of fuel, lubricants and other incidental expenses in running and maintenance of the vehicles and any penalty, fine etc. levied.
9. The bidder should be registered with the GST Department and hold GSTIN, GST will not be reimbursed, if the service provider fails to produce proof of payment of GST. Offered vehicle should be in the name of Proprietor of the Firm, otherwise the bidder will be rejected on Technical Ground
10. The billing will be done on monthly basis and bills to be submitted in triplicate by the 5th of the succeeding month. No interest is payable on the billed amount in any circumstances.
11. The vehicle provider should comply with laws in force in India.
12. The driver should have valid driving licence and comply with all the relevant laws in force and he should be adequately experienced, and maintain decency, politeness, neat dress and good habits.
13. The driver should be equipped with a functional mobile phone at the bidder's cost, for contact purposes. Drivers of the vehicles should be well conversant with the routes and locations in Bihar and Jharkhand and its surroundings areas. Driver/service provider shall maintain log-book with vehicle indicating the day to day running of the vehicle.
14. Once hired, the vehicle will not be put up to use for any other purpose and the vehicle and driver will have to work under the overall supervision of the department. The hirer will supply the vehicle themselves from their own fleet and not owned by someone else. The hirer will also ensure that they will not supply the vehicle which is owned by the employees of the department.
15. In order to ensure day today functionality of hirer, once hired, service provider shall not keep changing rotating vehicle and driver, except if the hirer so indicates in the case of eventuality or unsuitability.

16. The bidder will comply labour laws in force and all liabilities in this connection will be borne by him.
17. If the contract is awarded, the bidder will provide to the department, the complete details of the vehicles, certified copies of RC books, comprehensive insurance policies as well as full details of deployed driver, his address, copy of driving licence.
18. The department will not be under any obligation, legal or otherwise, to provide employment to any of the personnel of the service provider during or after the expiry of the hire period. The department recognizes no employer-employee relationship between the department and the personnel deployed by the service provider. The department shall not be responsible financially or otherwise for any injury to the vehicle or driver or person deployed by the service provider during the course of hire.
19. In case of any accident, any and all the claims and damages arising there from shall be met by the service provider.
20. The service provider shall undertake to indemnify the department against all damages/charges arising on account of or connected with the negligence of the service provider or his staff or any person under his control whether in respect of accident/injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof.
21. In the event of the hired vehicle developing snags the service provider will ensure that a replacement vehicle is provided on priority and in case of failure to make alternative arrangement, the Department will be liberty to hire other vehicle and the cost incurred on account of such hiring shall be at the expanse of the service provider.
22. The department reserves the right to charge penalty, Rs. 500/- per hour of delay for non provision of vehicle in time, and Rs. 500/- per instance of mis-behaviour of driver. A penalty of Rs. 500/- per day may also be levied if vehicle provided fails to meet above terms & conditions on any day.
23. On approval of Tender/quotation, the vehicle must be supplied within a **07 days period**. The department reserves the right to terminate the contract without assigning any reason by giving two days notice.
24. No dead mileage would be payable from contractor's premises to starting point and vice versa. A Log Book for the car in the format prescribed by the Ministry, for each of the journey performed, duly signed by the officer (utilised the said vehicle), would be maintained and submitted by the contractor alongwith the bills and duty slips.
25. The quoted rates shall remain firm throughout the tenure of the contract and no revision shall be permissible for any reason.
26. It is obligatory on the part of service provider that the drivers are paid timely and paid not less than minimum wages prescribed under the minimum wages Act from time to time.

27. In case of breakdown of any vehicle during official duty, it shall be the responsibility of the service provider to provide a substitute vehicle / replacement vehicles immediately.
28. Department shall not make any advance payments and payments shall be made only on the basis of monthly bills submitted by the 5th of the succeeding month.
29. The Pr. Additional Director General, Directorate of Revenue Intelligence, Zonal Unit, Lucknow, 2/31, Vishal Khand, Gomiti Nagar, Lucknow, PIN-226 010 reserves the right to require fulfilment of other conditions, not expressly mentioned, which are consistent with use of vehicles on hire with this office and to reject any or all tenders without assigning there for.
30. In case of dispute, the decision of the Pr. Additional Director General, Directorate of Revenue Intelligence, Zonal Unit, Lucknow, 2/31, Vishal Khand, Gomiti Nagar, Lucknow, PIN-226 010 shall be final and binding.