Tender document for Hiring Office Vehicles for KRSA- 2018-19

No: A1/104/KRSA/2017

Dated 21/07/2018

1. **LIMITED TENDER NOTICE**

Kerala Road Safety Authority (hereinafter as referred to as KRSA) invites bids in two cover from reputed and experienced Services of taxi vehicle on hired basis for the office of the Road Safety Commissioner, Kerala Road Safety Authority for a period of one year from the date of contract.

Requirements are as follows:

<table>
<thead>
<tr>
<th>Description of Services</th>
<th>Type of Vehicle(AC)</th>
<th>Quantity</th>
<th>Place</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hired Vehicle on Monthly Basis</td>
<td>TOYOTA ETIOS(Sedan)</td>
<td>1</td>
<td>Thiruvananthapuram</td>
</tr>
</tbody>
</table>

The rate to be quoted for vehicle on monthly basis up to 1000 KM use in a month. The price quoted shall be firm and final for the entire period of contract.

PURUSHOTHAMAN.K.P
Deputy Secretary To Govt.
Administrative Officer,(O/D)
Kerala Road Safety Authority
Thiruvananthapuram
Tender document for Hiring Office Vehicles for KRSA- 2018-19

<table>
<thead>
<tr>
<th>Bid Inviting Authority</th>
<th>Kerala Road Safety Authority (KRSA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender Notification Reference</td>
<td>No: A1/104/KRSA/2017</td>
</tr>
<tr>
<td>Contact Person</td>
<td>Road Safety Commissioner.</td>
</tr>
<tr>
<td></td>
<td>Ph: 0471 - 2336369</td>
</tr>
<tr>
<td>Mode of Tender Submission</td>
<td>Tender should be submitted in sealed cover addressed to Road Safety Commissioner, Trans Tower, Vazhuthacaud, Trivandrum, 695014, supercribed with &quot;Hiring of Office vehicle for KRSA.&quot;</td>
</tr>
<tr>
<td>Earnest Money Deposit(EMD) payable</td>
<td>1% of total value (rounded to nearest rupee)</td>
</tr>
<tr>
<td>Last date &amp; time for submission of Bids</td>
<td>UP to 14.00 hours on 08/08/2018</td>
</tr>
<tr>
<td>Opening of Technical Bids</td>
<td>08/08/2018 at 15:00 hours</td>
</tr>
<tr>
<td>Opening of commercial bid</td>
<td>To be informed later for technically qualified bidders</td>
</tr>
</tbody>
</table>

Note: The dates furnished above are subject to revision

KRSA reserves the right to amend or cancel the tender in part or in full without prior notice at any point of time.

Place of Opening the Tenders : Kerala Road Safety Authority, Transtower, Vazhuthacaud, Trivandrum, 695014.

Validity of Tenders : 180 days from the date of opening of tenders.
Tender document for Hiring Office Vehicles for KRSA- 2018-19

This Office reserves the right to amend or withdraw 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 Road Safety Commissioner, Kerala Road Safety Authority in this regard shall be final and binding on all.

The Bidder is expected to examine all instructions, forms, specifications, terms and conditions specified herein failure to furnish all information and documents required as per specified conditions. Submission of bids not substantially responsive to the specified conditions in every respect will be at the bidder’s risk and shall result in rejection of the bid.

2. **General Instructions for Bidders**

2.0. Parties: - The parties to the contract are the contractor (the bidder to whom the work has been awarded) and the Road Safety Commissioner, Kerala Road Safety Authority Thiruvananthapuram.

2.1. Duration: - The duration of the contract shall be for a period of one year from the date of award of work order.

(i) Earnest Money Deposit shall be paid in the form of crossed DD drawn in favor of Road Safety Commissioner, Kerala Road Safety Authority. The EMD in respect of the agencies which do not qualify the qualifying Bid/Financial Bid shall be returned to them without any interest. However, the EMD in respect of the successful tenderer shall be adjusted towards the performance security deposit.

(ii) Bidder shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid Demand draft will be forfeited.

(iii) The tenders without Earnest Money will be summarily rejected.

(iv) No claim shall lie against KRSA in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

(v) Earnest Money shall be forfeited in case of the following—

a. If the bidder withdraws or amends its tender or increase in rates after opening of the tender but before the validity of the quotation expires.

b. On refusal to enter into contract after award of contract.

c. If the work is not commenced on the date of starting the work after work is awarded to the contractor.

d. Unsatisfactory performance and/or Non-performance of the contract.

**Opening and Evaluation of Technical Bids**

The evaluation of the tenders will be made first on the basis of qualification, information furnished and then on the basis of commercial information furnished. The following details should be furnished, failing which the bid will be summarily rejected.
Tender document for Hiring Office Vehicles for KRSA-2018-19

a) Dully filled, Signed and stamped Qualifying Bid form (As in Annexure I);
b) Copy of leased agreement (if the vehicle quoted is leased from a third party);
c) Work experience of similar work for the past one year (desirable);
d) Copy of PAN/GIR Card;
e) Copy of the IT return filed for the last (or recent) financial year; (if applicable)
f) Copy of Service Tax registration certificate, if applicable;
g) Copy of GST registration certificate, if applicable;
h) Copy of employees Provident Fund registration Proof and payment certificate from EPF department (for the last three years) (if applicable)
i) Copy of registration book of the vehicle;

The bidder is at liberty either himself or authorizes, 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 (Annexure —II) and proof of identification.

**Opening of Commercial Bid**

i. Commercial Bid will be opened for those bidders whose bids shall meet all the pre-qualification cum Technical criteria.

ii. The tenderers should strictly adhere to the statutory regulations, viz Minimum Wages Act, EPF Act, ESI Scheme, bonus etc, Contract Labour (R&A) Act 1970 and rules framed there under and any other regulations covered under various labour act and regulations.

iii. KRSA reserves the right to negotiate with the bidder whose proposal has been ranked first on the basis of best value.

iv. Applicable GST will be paid.

The bids shall be valid for a period of 180 days from the date of opening of the tenders.

**Evaluation of Commercial Bid:**

The total value of rate quoted for 1000 km per month for one Toyota ETIOS (AC) sedan will be calculated for L1 bidder selection. Rate quoted for Night halt charges, extra hours, holiday allowance and rate beyond 1000 km will not be considered at this stage.
Right of Acceptance:

The competent authority reserves all right to reject any tender including of those bidders who fail to comply with the instructions without assigning any reason and whatsoever and does not bind itself to accept the lowest or any specific tender. The decision in this regard shall be final and binding.

Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvas for the work will prejudice the contractor’s quotation.

Communication of Acceptance:

Successful bidder will be informed of the acceptance of his tender.

Security Deposit:

The successful bidder will have to deposit a performance security (Security Deposit) within 7 days from the date of acceptance of the tender of 5% of the value of the contract in the form of Demand Draft drawn in favour of Road Safety Commissioner.

The Security Deposit will not be adjusted against any payment due to the firm from this office.

Demand draft can be forfeited by order of the competent authority in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Demand draft as may be considered by this office, sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

The Security Deposit will be refunded on successful completion of the contract. No interest is payable on the Security Deposit.

Penalty:

In case of breach of any conditions of the contract and for all type of losses caused including excess cost due to hiring of Vehicle from the market in the event of Contractor failing to provide requisitioned vehicle or not providing Vehicle, competent authority shall make deductions at the rate of 50% more than Hiring rate on pro-rata basis from the bills preferred by the Contractor or that may become due to the contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Road Safety Commissioner. Details are as follows.
Tender document for Hiring Office Vehicles for KRSA- 2018-19

Late Reporting :
  : up to one Hour Rs. 200/-
  : up to Two hour Rs. 400/-
  : up to three Hours Rs. 600/-
  : up to four hours Rs. 800/-

Non Reporting:
  : Rs.2000/-per day

Poor maintenance of vehicle:
  : Rs.2000/- per month

Fine for late Reporting cases would be dealt on case to case basis by the Accounts Officer.

In addition, penalties mentioned in the specific conditions of the contract are also applicable on case to case basis.

The powers of the competent authority under these conditions shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided nor forfeiture of deposit.

**Breach of Terms and Conditions:**

In case of breach of any of the terms and conditions mentioned in this Notice Inviting Tender, the Competent Authority will have the right to cancel the contract without assigning any reason thereof, and nothing will be payable by this office in that event and the security deposit in the form of Demand Draft shall be encashed.

**Subletting of Work:**

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

**The tender is not transferable. Only one tender shall be submitted by one bidder.**

**Terms of payment:**

No payment shall be made in advance nor shall any loan from any bank or financial institution be recommended on the basis of the order of award of work.

The contractor shall submit the bills at each stage/in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment.

All payments shall be made by cheques only, in the name of the contractor.

The competent authority shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding Para.

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 and Security Deposit governed by the separate clauses of the contract.
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. If attempts for conciliation do not yield any results within a period of 30 days, the provisions of Arbitration and Conciliation Act, 1996 and the Rules framed there under are in force shall be applicable to settle the issues.

3. SPECIFIC TERMS AND CONDITIONS

Vehicle

3.0.0. Reporting place for the vehicle shall be Thiruvananthapuram or any place within the area of jurisdiction of KRSA. The user of vehicle shall specify the actual place of reporting. The duty timings shall be 12 hours between 08.00 Hrs to 20.00 Hrs in every day of week, except Sunday and other local holidays normally, however the timings and days may vary depending on the actual requirements. If the vehicle is required essentially on any Sunday and other local holidays the contractor should provide the vehicle at the same rates.

3.0.1. To the extent possible, the contractor will have to make efforts to provide the vehicle whose Registration no. is indicated in the bid. However, in case of non-availability of the specified vehicle, the contractor can provide an alternative vehicle of equivalent/ variant model or above version/make/model, in lieu of the assigned vehicle within 1 hour. But the payment will be released according to the approved rates to the contractor.

3.0.2. The vehicle provided by the contractor must be in excellent condition, not older than 2013 model and must have proper and complete documents, which should be shown to the user if asked for. No payment shall be made on account of cars so rejected.

3.0.3. The vehicle being sent by the contractor will be regularly inspected by the officer nominated for the purpose and in case of non-compliance of any of the conditions, a penalty up to Rs.500/- per case shall be imposed on the contractor.

3.0.4. The vehicle registered under Taxi Quota should only be provided. Private vehicle shall not be accepted and payment for such vehicle will not be made.

3.0.5. The vehicle will meet all the necessary compliance of requirements like pollution, emission, noise and other statutory provisions etc.

3.0.6. The provided vehicle must be fully and comprehensively insured covering the risk to the driver.

3.0.7. More vehicles depending upon the requirement can be called at any time during the day and night. The additional vehicle should be provided at the same rates on monthly/daily basis as per the actual requirements of the office.

3.0.8. The vehicle sent to office on requisition must have all relevant documents like registration book/driving license/insurance/ road tax receipt/valid permit / passenger tax/border tax/toll tax/ etc.
The vehicle should be licensed and shall conform to all Government Rules and Regulations being in force from time to time.

3.0.9. The details of vehicle along with photocopies of lease agreement and registration book/RC should be furnished along with tender.

3.0.10. Vehicle to be provided by the Contractor should be in perfect working condition and suitable for use by Senior Officers. Dirty, noisy, and not well maintained vehicle shall be rejected and no payments shall be made for the same.

3.0.11. Vehicle should be provided with two sets of stain free white seat cover and replaced every week and/or found dirty. In case of non-compliance of the condition, a penalty up to Rs.100/- per case shall be imposed on the contractor.

Contractors:

3.1.0. Contractor shall in no case lease/transfer/sublet/appoint caretaker for services.

3.1.1. The contractor should have experience certificate of at least one year of satisfactory performance in similar services with Government/Public Sector Companies/having at least one year experience with a contractor have similar experience.

3.1.2. The contractor shall be responsible for all communication with the officers. For this purpose he should have a proper office with telephones and personnel to take the calls.

3.1.3. Unsatisfactory or unprofessional behaviour shall result in termination of the contract. Non-adherence to the quality of service and terms and conditions mentioned herein shall result in termination of the contract immediately, with encashment of the security deposit.

3.1.4. Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep this office indemnified against all actions, losses, damages, expenses and claims whatsoever arising thereof.

3.1.5. The Contractor shall ensure to meet their obligations arising out of the employees Provident Fund and Miscellaneous Provisions Act 1952 by making regular deductions of employees contribution and remit the same along with employers contribution to the office of the Regional Provident Fund Commissioner, Thiruvananthapuram only. A copy of the challan showing deposit of the monthly contribution along with list of labourers to whom payment is made shall invariably be provided to the principal employer. It is the responsibility of the Contractor to obtain annual EPF Balance Sheet and distribute them among all the persons engaged by them under proper acquittance under intimation to Road Safety Commissioner, Kerala Road Safety, Trans Towers, Vazhuthacaud, Thiruvananthapuram.

3.1.6. Contractor shall be solely responsible for payment of wages/salaries other benefits and allowances to his personnel that might become applicable under any Act or Order of the Govt. This office shall
have no liability whatsoever in this regard and the Contractor shall indemnify this office against any/all claims, which may arise under the provisions of various Acts, Governments Orders etc.

3.1.7. Contractor shall be fully responsible for theft, burglary, fire, accidents, traffic rule violations or any other harmful deeds by his staff.

3.1.8. The contractor shall be fully responsible for any loss or damage to the vehicle and also liable to pay full compensation for any injury or any other loss to passengers.

3.1.9. Only such contractors may apply whose vehicle have been duly authorized by the RTO concerned for use as public transport.

3.1.10. The contractor must have trained drivers on their employee roll.

3.1.11. The contractor must reimburse all the expenditure incurred on travelling by the officer, in case of failure to provide the vehicle on any day, for any reason whatsoever. The reimbursement shall be made directly to the officer in question and in cash. The contractor shall also give in writing the reasons for making the reimbursement specifying the date and time and name of the officer failing to do so will result in termination of the contract, forfeiting of the security deposit and/or deduction of the Payment for the whole month.

3.1.12. In case of violation of any of the terms and conditions mentioned in this tender document, competent authority reserves the right to terminate the contract immediately and award the same to the next lowest bidder or third lowest bidder depending on the situation. In such cases, no payments (pending or future) shall be released against the original contract.

Drivers

3.2.0. The contractor will provide well-behaved drivers having knowledge of different routes, as well as repair of cars and valid driving license and also having proper uniforms and name badge.

3.2.1. The driver would also be equipped with Mobile phone.

3.2.2. The drivers should be residents of Kerala.

3.2.3. No charges will be given for lunch/tea of the driver.

3.2.4. Driver of the vehicle requisitioned by this office will report to the officer to which the vehicle is allotted.

3.2.5. 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 shall be imposed.

3.2.6. The driver will do the maintenance work, re-fueling etc., on weekends in advance. Doing such jobs during duty shall attract a penalty amounting to the deduction of the whole day’s payment on case by case basis.

3.2.7. The driver must be punctual and arrive on specified time on specified location. Delay in reporting for duty shall attract a penalty on case by case basis as per clause under penalty.

3.2.8. Driver must not use their mobile phones or stop for personal works while driving.
3.2.9. 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 case by case basis. (In addition to the penalties mentioned in clause 3.2.7 above).

3.2.10. The personnel engaged by the Contractor are subject to security check by the Security Staff at any time.

3.2.11. The drivers may be asked to do overtime and may be called on holidays/weekends and on odd times depending on the necessity and he should be prepared for such events.

**Meter Reading**

3.3.0. Meter reading will start/terminate from point of pickup/ drop respectively. No extra kilometers shall be added as distance from the garage to point of pickup/drop. Monthly contract shall be 1000 Km per month, and in case of Kilometers running is less than 1000Km in a month, remaining Km will be utilized in next 3 months. If the vehicle is not called on any day due to any reasons, the total Kilo meter for that day will be treated as 0 (Zero).

3.3.1. The drivers of the vehicle will maintain Log book / Sheets, which will be supplied by this office.

3.3.2. Competent authority reserves the right to get the meter calibrated or checked at any time at its sole discretion and in the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action as decided by the competent authority, which may even lead to termination of the contract.

3.3.3. The Tampering of meter reading, vehicle usage timings, overwriting of log sheet, misconducts and other such acts shall be penalized heavily, including termination of the contract and forfeiting of the security deposit.

3.3.4. The bills shall be checked with the log book and if any discrepancies are found, the payment of the bill shall be cancelled and the contract shall be terminated with encashment of the security deposit.

3.3.5. The Contractor while submitting the Bill, the following details are to be enclosed along with the bill: a) List showing the details of persons engaged. b) Duration of their engagement, c) Amount of EPF contribution for the duration of the engagement in question, paid to EPF authorities mentioning the amount separately e) Copies of authenticated documents of payments of such contribution to EPF authorities and a declaration from the contractor regarding compliance of the conditions for EPF Act, 1952. The amount of ESI contribution for each person engaged along with details of ESI Identity Card, ESI Number etc., The allotment of ESI Number and authorisation for treatment from the ESI authorities may be produced. (g) The engagement of the persons should be done after verifying the antecedents.
Prices and Payments

3.4.0. Payment of bills would take about three to four weeks’ time on an average from the submission of the bill. No advance payment shall be made under any circumstances.

3.4.1. Rates once finalized will be fixed at least for a period of one year. Upward change in rates will not be considered due to any hike in petrol/diesel/CNG prices during the period of contract.

3.4.2. The maintenance cost, charges of petrol, road tax, permit fee, passenger tax, border tax, challans, salary of the driver, the overtime of driver etc. are the responsibility of the contractor for which no payment shall be made by this office.

3.4.3. The bill in triplicate along with duty slips/ log book duly signed and stamped by the user of the vehicle or his representatives should be sent to this office for payment by the 5th of the following month. However, the triplicate copy of the bill will be returned to the Contractor duly receipted.

[Signature]

FIR: SHOTHAMAN K.P
Deputy Secretary To Govt.
Administrative Officer,(O/D)
Kerala Road Safety Authority
Thiruvananthapuram
Annexure-I

Qualifying Bid

1. Name of the bidder

2. Full Address of bidder/Reg. Office
   Telephone No:   Fax No:   E-Mail Address:

3. Full address of Operating/Branch Office:
   Telephone No:   Fax No:   E-Mail Address:

4. Banker of bidder with Acct No.:

5. PAN/GIR No. (upload attested copy)

6. GST Number:

7. Service Tax Registration No. (upload attested copy):

8. Registration No. of vehicle together with make:
   (Photocopies of registration book/lease agreements should be uploaded)

9. Give details of the similar contracts handled by the Bidder on behalf of PSUs and Government Departments/with a contractor have similar experience during the last one year in the following format. Attested copies of work orders may also be uploaded. Details of client along with address, telephone and FAX numbers: (if the space provided is insufficient, a separate sheet may be uploaded)
   Amount of Contract (in Rs. ............)   Duration of Contract
   1.
   2.

10. Additional information, if any

   • Signature of authorized person
   • Date:
   • Name:
   • Place:
   • Seal:
ANNEXURE III

Vehicle Hiring Contract Agreement

This agreement is made on the .................. Day of _________ 2018 at Thiruvananthapuram,

BETWEEN

Kerala Road Safety Authority having its office at Trans Towers, Vazhuthacaud Thiruvananthapuram, represented by Road Safety Commissioner (hereinafter called KRSA which expression shall include its successors and assigns and) of THE FIRST PART

AND

........................................ having its registered office/Principal Office at ......................................................... (hereinafter referred to as the “Contractor” which expression shall include its successors, permitted assignees ) of THE SECOND PART;

WHEREAS

a) KRSA has invited tenders from reputed and experienced persons / Firms/Agencies for providing Services of vehicle on hired basis for the office of the Director, Kerala Road Safety Authority for a period of one year from the effective date of contract, subject to the terms and conditions contained in the tender document

b) The Contractor submitted his tender for providing vehicles of the following description on hired basis on payment of monthly hire charges at the rate indicated against the vehicle.

c) KRSA after evaluating the various tenders received from various tenderers accepted the tender submitted by the Contractor being lowest and is more responsive and selected the contractor as the successful bidder and issued work order No. ......................... Dated...................... awarding the contract to the contractor on the terms and conditions set forth below.

d) The Contractor in pursuance to its proposal undertakes to carry out its obligations stated herein below

NOW THIS AGREEMENT WITNESSETH AND PARTIES HERE TO AGREE AS UNDER:
ANNEXURE-II

Letter of Authorization for Attending Bid Opening

Subject: - Authorization for attending bid opening on...............(date) in the tender of


Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of .............................................. (Bidder) in order of preference given below:-

Order of preference Name Specimen signature

1

2 (Alternate Representative)


Signatures of bidder

Or

Officer authorized to Sign the bid documents on behalf of the bidder.

Note

1. Maximum one representative will be permitted to attend the bid opening. Alternate representative will be permitted only when regular representative is not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

PURUSHOTHAMAN.K.P
Deputy Secretary To Govt.
Administrative Officer,(O/D)
Kerala Road Safety Authority
Thiruvananthapuram
SCOPE OF THE AGREEMENT

1. In consideration of the obligations undertaken by KRSA, in this agreement, Contractor agrees to provide the following commercial Vehicles on monthly hire charges as indicated against each type of vehicles for the office of the Road Safety Commissioner, Kerala Road Safety Authority for a period of one year from ............ subject to the terms and conditions contained in the tender document and work order No dated ......................

<table>
<thead>
<tr>
<th>Description of Services</th>
<th>Type of Taxi Vehicle(AC)</th>
<th>Quantity</th>
<th>Place</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hired Vehicle on Monthly Basis</td>
<td>Toyota ETIOS (Sedan)</td>
<td>1</td>
<td>Thiruvannathapuram</td>
</tr>
</tbody>
</table>

A. Rates for Taxi AC Toyota ETIOS (Sedan) vehicles or above on Monthly basis.

<table>
<thead>
<tr>
<th>Items for</th>
<th>Rate in Figures(Rs)</th>
<th>Rate in Words</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate for first 1000Kms per Month</td>
<td></td>
<td>Per month</td>
</tr>
<tr>
<td>Rate beyond 1000 Km per Km</td>
<td></td>
<td>Per km</td>
</tr>
<tr>
<td>Outstation night halt charges per night (Including Drivers night allowance)</td>
<td></td>
<td>Per night</td>
</tr>
<tr>
<td>Extra Hours beyond 12 Hours, per hour.(Including overtime allowance for Drivers)</td>
<td></td>
<td>Per hour</td>
</tr>
<tr>
<td>Holiday allowance for Driver</td>
<td></td>
<td>Per Day</td>
</tr>
</tbody>
</table>
2. PAYMENT TERMS :-

2.1 Payment of bills would take about three to four weeks' time on an average from the submission of the bill. No advance payment shall be made under any circumstances.

2.2 Rates once finalized will be fixed at least for a period of one year. Upward change in rates will not be considered due to any hike in petrol/diesel/CNG prices during the period of contract.

2.3 The maintenance cost, charges of petrol, road tax, permit fee, passenger tax, border tax, challans, salary of the driver, the overtime of driver etc. are the responsibility of the contractor for which no payment shall be made by KRSA. In case where the payment of Toll Tax/Parking charges /Service Tax/GST etc. is also payable in addition to the rates, the same may please be indicated clearly in format.

2.4 The bill in triplicate along with duty slips/ log book duly signed and stamped by the user of the vehicle or his representatives should be sent to this office for payment by the 5th of the following month. However, the triplicate copy of the bill will be returned to the Contractor duly receipted.

3. Security:-

The contractor shall remit 5% of contract value as performance security deposit before entering into the contract. The EMD will be adjusted towards the performance security deposit and the balance amount need to be paid as DD in favour of Road Safety Commissioner, Kerala Road Safety Authority No adjustment will be allowed in payment of Performance Security Deposit.

4. The following documents shall form part of this agreement as if they are specially incorporated herein

   (i) Tender document No.
   (ii) Proposal/ price bid submitted by the Contractor
   (iii) Work order No dated .............issued by KRSA

The Contractor shall be abide by the terms and conditions contained in the tender documents, proposals submitted by the Contractor and the work order issued by KRSA

5. Penalty:

In case of breach of any conditions of the contract and for all type of losses caused including excess cost due to hiring of Vehicle from the market in the event of Contractor failing to provide requisitioned vehicle or not providing Vehicle, competent authority shall make deductions at the rate of 50% more than hiring rate on pro-rata basis from the bills preferred by the Contractor or that may become due to the contractor under this or any other contract or from the security
deposit or may be demanded from him to be paid within seven days to the credit of the Kerala State IT Mission

Late Reporting:
- up to one Hour Rs. 200/-
- up to Two hour Rs. 400/-
- up to three Hours Rs. 600/-
- up to four hours Rs. 800/-

Non Reporting:
- Rs.2000 per day

Poor maintenance of vehicle:
- Rs.2000/- per month

Non-observation of dress code:
- Rs.100/- each instance

Fine for Late reporting cases would be dealt on case to case basis by the Accounts Officer, Kerala Road Safety Authority.

In addition, penalties mentioned in the specific conditions of the contract are also applicable on case to case basis.

The powers of the competent authority under these conditions shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided no forfeiture of deposit.

6. Termination of Contract:

6.1. KRSA has the right to terminate the contract at any time by giving one month’s notice without assigning any reasons thereof.

6.2. In case of breach of any of terms and conditions mentioned in the Tender document by the Contractor, the Hiring Authority KRSA will have the right to cancel the contract without assigning any reason thereof, and nothing will be payable by this office in that event and the security deposit in the form of Bank Guarantee/Demand Draft shall be encashed.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT IN DUPLICATE ON THIS _______ DAY OF _______ 2018 IN THE PRESENCE OF WITNESSES INDICATED BELOW.

For and on behalf of Contractor

Signature ----------------------------------
(Authorised Signatory)

Name ----------------------------------
Designation -----------------------------
(Seal)
Date: -----------------------------

For and on behalf of KRSA

Signature ----------------------------------
(Authorised Signatory)

Name ----------------------------------
Designation -----------------------------
(Seal)
Date: -----------------------------

PURUSHOTHAMAN.K.P
Deputy Commissioner