



F.No. M.410001/01/2022-Estt
Dated: 04.12.2024

ಭಾರತ ಸರ್ಕಾರ

ಸಿಬ್ಬಂದಿ ನೇಮಕಾತಿ ಆಯೋಗ,
(ಕರ್ನಾಟಕ - ಕೇರಳ ಪ್ರದೇಶ),
ಮೊದಲ ಮಹಡಿ, 'ಇ' ವಿಂಗ್,
ಕೇಂದ್ರೀಯ ಸದನ, ಕೋರಮಂಗಲ,
ಬೆಂಗಳೂರು - 560 034.

ದೂರವಾಣಿ: 080-25527342/25502520

ಟೆಲಿ - ಫ್ಯಾಕ್ಸ್: 080-25520653

ಅಂತರ್ಜಾಲ ಪುಟ: <http://ssckkr.kar.nic.in>

भारत सरकार

कर्मचारी चयन आयोग
(कर्नाटक-केरल क्षेत्र),
प्रथम तल, ई- वंग,
केंद्रीयसदन, कोरमंगला
बेंगलूरु - 560 034

फोन: 080-25527342 /25502520

टेली फ़ैक्स: 080-25520653

Website: <http://ssckkr.kar.nic.in>

Government of India

Staff Selection Commission,
(Karnataka - Kerala Region),

First Floor, 'E' Wing,

Kendriya Sadan, Koramangala,
Bengaluru - 560 034.

PHONE:080-25527342/25502520

Tele - Fax: 080-25520653

Website: <http://ssckkr.kar.nic.in>

Subject: Inviting Tender for hiring of car for Staff Selection Commission (KKR) Bengaluru – reg.

Quotations in sealed cover are invited from experienced firms/vendors, for entering into contract for the supply of one Sedan car of make Toyota Etios (JD) or above/ Skoda Rapid / Volkswagen Vento / Honda Amaze and also one Toyota Innova Crysta of (6+1) 7 Seater, with air-conditioning for outstation visit on requirement basis in connection with examination related work for the use of Staff Selection Commission, Karnataka – Kerala Regional Office, First Floor, 'E' Wing, Kendriya Sadan, Koramangala, Bengaluru – 560 034.

The time schedule for the Tender Enquiry No. 01/SSC(KKR)/2024, is as given here under: -

Sl.No.	Description	Time Schedule
1.	Last date of Submission of Tender	03.00 PM on 17.12.2024.
2.	Date and Time of Opening of Tender	03.30 PM on 17.12.2024

Terms & Conditions:-

1. The firm must be registered under CGST / SGST Act.
2. EMD deposited will be refunded (refundable without Interest) to the unsuccessful tenders soon after completion / finalization of the tendering process.
3. The authorization letters if any to be enclosed in the tender will be with due attestation.
4. The Quoted amount must be excluding GST, which will be made payment separately.
5. The contract period will be for 02 years only. The contract is extendable for further two years, subject to satisfactory performance of the bidder, which will be reviewed every year. But the Bidder cannot claim extension as a matter of right.
6. No conditional tender will be accepted by the Authority from the tenderers.
7. No advance payment will be made to the party after acceptance of the tender or execution of order.
8. Original documents are to be produced for verification by the members of the Committee.

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9. Tenders received beyond the scheduled date and time will not be entertained / considered at any cost.
10. The undersigned / Committee reserve the full right to accept in full or part or reject any or all the tenders without assigning any reason thereof. The undersigned / committee is not bound to accept the lowest rates.
11. All pages of the bids are to be signed & stamped by the tenderer.
12. The Tenderers qualified in the technical bids shall be eligible to be considered for this financial bid.
13. Penalty at Rs.500/- per day on account of delay in providing services will be levied for non-compliance of assigned work without any reason thereof and the same will be deducted from the bills of the successful bidder.
14. The tenderers providing minimum of 03 number of commercial vehicle to Govt. Offices can participate in the tender. The tenderers should submit photocopy of the work order / contract agreement at least one number of different Govt. Offices as documentary evidence for the last three years.
15. The annual transaction / turnover of the tenderers having not less than 12 lakhs per annum can participate in the tender.
16. During the period of contract the hired vehicle shall have all necessary valid documents such as M.V Registration Certificate, Insurance Certificate, Fitness Certificate, valid contract carriage permit, upto date tax payment, Copy of Taxi permit, valid Driving License of the Driver and all Karnataka & Kerala permit for performing tour programmers in different districts across the state. The Office hiring the vehicle shall not be responsible for any damage / loss cost to hired vehicles or loss of life / injury made to any person or damage to any property on account of use of hired vehicle any manner whatsoever. The agency concerned shall be responsible for all such litigations.
17. All the expenditure of the vehicle towards repair, replacement of spare parts, lubricating oil of engine, gear box and differential coolant, tyres and tubes, battery etc., will be borne by the bidder.
18. It shall be the responsibility of the bidder to provide a well behaved and punctual driver and the salary of the driver shall be borne by the successful bidder.
19. In case of breakdown for reason whatsoever, the replacement of a vehicle of the same or better model shall be provided by the successful bidder.
20. If the services are found to be unsatisfactory, the client shall give one month notice and terminate the agreement.
21. In case the service provider intends to withdraw the services of his vehicle and terminate the agreement, it shall be mandatory upon into grant one month notice, before such withdrawal of service and termination of agreement.
22. The wages, fooding etc., and payment of any kind to the driver will be borne by the agency.
23. The agency is to ensure reporting and exit time of the vehicle and recording of the full signature of the traveler along with designation in the duty slip of the hired vehicle.
24. The hiring may be discontinued immediately, when the vehicle are no longer required for this office.

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25. **Earnest Money:** Earnest Money of Rs. 10,000/- (Rupees ten thousand only) in the form of DD in favour of “The Regional Director, Staff Selection Commission (KKR), Bangalore” should be submitted along with the quotation by the tenderer. Offer without Earnest Money will be rejected.
26. EMD will be liable to be forfeited in the event of withdrawal of the proposal by the tenderer anytime after the last date for receipt of the proposal or modification of the terms of proposal after such last date or in the event of failure to execute the work, after awarding the work order.
27. Starting and Closing of KMs of the vehicle, will be counted from the premises of Kendriya Sadan, Koramangala or from when the vehicle has reported.
28. Lowest Quotation / Bid will be decided on the rates quoted in Annexure.
29. In case of any legal dispute, it will be adjudicated within the jurisdiction of Bengaluru Court only.
30. The Tenderers should furnish the particulars in the specific format attached (to be sealed on sealing wax) in a sealed envelope superscribed as “**PROVIDING OF DIFFERENT VEHICLES FOR OUTSTATION ON RENT BASIS**” on the top to the sealed cover within the date & time specified above by Registered / Speed Post (India Post only) Service. No Tender will be received by hand. The authority shall not be responsible for any postal delay.
31. For any services / supply, the firm / organization should not have been blacklisted by any Government organization, and If found to have been blacklisted later on, the action deemed fit will be initiated against the firm as per the law.
32. The Driver cannot lay claims to any preference in Govt. Recruitment or Regularization of assignment.

Performance Security:

33. The successful bidder shall have to furnish a Performance Security of Rs.50,000/- (Rupees Ten thousand Only) in the form of Bank Demand Draft, drawn in favour of Regional Director, Staff Selection Commission (KKR), Bengaluru, within seven days of acceptance of bid, for the successful performance during the currency of contract period, along with the agreement to be executed with the Regional Office (Karnataka, Kerala Region).
34. If the successful bidder/ Vendor fails to furnish the above performance security, then EMD (Earnest Money Deposit) shall be forfeited.
35. In case of any breach of agreement on the part of Vendor, the Staff Selection Commission will be entitled to invoke the deposit of performance security, without any objection from the Vendor in any manner.
36. Earnest Money Deposit (EMD) and Security Deposit will not earn any Interest.

Agreement/Contract:

37. The parties to the contract i.e., (i) the Regional Office – KKR of Staff Selection Commission (KKR) and (ii) successful Bidder shall have to enter into a formal contract by executing the agreement and the same will be treated effective from the date of execution.

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Terms & Conditions for payment:

38. Bill/Invoice (in duplicate) for the Vehicle Hired will be submitted for processing by the vendor on or before 10th of every month.
39. Payment will be made, after making deductions, if any applicable, by 20th of the same month by transfer to the Account.
40. TDS as per rules in force, as applicable, will be deducted on the payments.

Penalties:

41. The Vendor shall be responsible for 100% accuracy in execution of work.
42. The Commission reserves the right to levy penalty, if any, based on the performance of Service Provider.

Termination of Agreement:

43. In case of deficiency in execution of service, the Service Provider will be liable to pay penalties imposed by the Commission. However, in case of recurrence of failures by the Service Provider during the currency of contract/agreement, Commission reserves the right to cancel the agreement and in such case, the Service Provider will not be entitled to any payment to him/her, under this contract.
44. In case of continuous failures/deficiencies in service and if the Commission is of the view that the work has not been performed satisfactorily and cannot be performed by the Service Provider, at its discretion the Commission, may terminate the agreement without any prior notice and in such event, the Commission would not be liable to pay full/part of amount to the service provider under any circumstance.
45. If the work of the Service Provider is found not satisfactory or any breach is noticed or any manipulation is reported or noticed, SSC (KKR) reserves the right to cancel the contract and forfeit Performance Security submitted by Service Provider and/ or to take legal action including black listing the Service Provider, at any point of time during the period of contract without prior notice.
46. In case the contract is terminated with the Service Provider, Staff Selection Commission would be entitled to get the work done from any other Service Provider or person and the bidder will not object in any manner to the work being undertaken by any other Service Provider.
47. The Service Provider shall strictly comply with the terms and conditions of the agreement. In case of violation of any of the terms and conditions, the agreement shall be liable to be cancelled immediately and Performance Security shall also be forfeited and the Service Provider will not be entitled to any amount payable to them under this contract.
48. The service provider shall not be allowed to sub-let the contract.
49. The vehicle should not be older than 2 years from the date of service request.
50. The vehicle deployed should be well maintained, cleaned thoroughly, both internally and externally.
51. Driver should be properly dressed in neat and clean attire. Driver must be provided with a working mobile phone and his contact number should be provided to the office of SSC (KKR), Bengaluru.

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Force Majeure:

52. Notwithstanding the provisions of the tender, the Service Provider shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default, to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
53. For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such event may include, but are not restricted to, acts of the client either in its sovereign or contractual capacity, war or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
54. If a force Majeure situation arises, the qualified Service Provider shall promptly notify the Commission in writing of such conditions and the cause thereof. Unless otherwise directed by the Commission in writing, the Service Provider shall continue to perform his/her obligations, under the contract as far as reasonably practical and shall seek all reasonable alternative measures for performance not prevented by the Force Majeure event. The Commission may terminate the contract, by giving a written notice of 7 days to the Service Provider, if as a result of force Majeure, the Service Provider being unable to perform activities/functions for a period of more than two weeks.

Arbitration:

55. In the event of any dispute or differences, the matter will be referred to the sole arbitrator appointed by Regional Director, Selection Commission (KKR), whose decision shall be final and binding.

The intending bidders may send in their quotations along with Earnest Money Deposit and Profile of the Tenderer as per Annexure A,B,C & D, so as to reach the Regional Director, Staff Selection Commission, First Floor, 'E' Wing, Kendriya Sadan, Koramangala, Bengaluru – 560 034, by 03.00 PM on 17.12.2024.

TECHNICAL BID**PROVIDING OF VEHICLE ON REQUIRED BASIS FOR OUTSTATION (SEDAN)***(To be filled in & submitted with the documents)*

1.	Name (s) of Proprietor / Partner / Director. (In Capital letters)	
2.	Details of name of the firm and address (Registered Office and Operating Branch)	Office :- Residence :- Mobile :- Fax No :- E-mail I.D. :-
3.	Details of amount of Earnest Money Deposit	Rs. 10,000 /- D.D. No..... Date : Drawn on Bank.....
4.	GST Registration No. (Self Attested Photo copy must be attached)	
5.	Income Tax Account No. / PAN / GIR No. (Last IT Clearance certificate to be attached)	
6.	Details of credentials of similar nature of work at least for three years in 3 Govt. offices. (Photo copy to be attached). Photocopies of the work order / contract agreement atleast from three numbers of different Govt. Offices as documentary evidence for the last three years, to be attached.	
7.	Photocopy of document specifying Annual Transaction /Turnover, to be attached	
8.	Photocopy of Registration Certificate of atleast 5 Commercial vehicles owned by the Bidder's company.	
9.	Minimum average mileage in KMs per litre for local / Outstation vehicles.	

DECLARATION

1. I Son / Daughter / Wife of Shri
..... Proprietor / Partner / Director / authorized signatory of the Service Provider mentioned above that I am competent to sign this declaration and execute these tender documents.

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.

3. The information / documents furnished along with the above application are true and authentic and to the best of my knowledge and belief. I / we do hereby undertake that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides accruing of liabilities towards prosecution under appropriate law. I also undertake that my firm has not been blacklisted by any Govt. Organization.

Place :
Date:

Signature of Authorized person
Full Name :
Seal :

FINANCIAL BID-1

PROVIDING OF VEHICLE FOR OUTSTATION ON REQUIRED BASIS

Price Quoted must be excluding GST

<u>Description</u>	<u>SEDAN VEHICLE</u> (On Urgent Requirement Basis for travel outstation)	
Rate per Km	<u>one Sedan car</u> of make Toyota Etios/Swift Dzire/ Skoda Rapid / Volkswagen Vento / Honda Amaze	Rs.
Night Halt Charges		Rs.
Minimum charges/kilometers if any applicable for outstation visit to be clearly indicated on per day basis		
Allowance if any applicable to the driver to be indicated on per day basis		Rs.

Details of Earnest Money (No tender will be entertained without Earnest Money).

- i) Amount : Rs.10,000/-
- ii) Bank Draft/Pay Order No. (A/c payee in favour of Regional Director, SSC(KKR), Bangalore) :
- iii) Name of Bank :

DECLARATION

I declare and affirm that the information given by me in the Tender are true to the best of my knowledge and belief and that if any untrue information be contained in the Tender, my Tender may be cancelled at any stage. I also undertake to complete the job exactly as laid down in the Tender terms and conditions of the Staff Selection Commission. I also undertake that my firm has not been blacklisted by any Govt. Organization.

Signature of the bidder with office seal

Place :

Date:

Full Name :

Seal :

TECHNICAL BID

PROVIDING OF VEHICLE ON REQUIRED BASIS FOR OUTSTATION (INNOVA CRYSTA)

(To be filled in & submitted with the documents)

1.	Name (s) of Proprietor / Partner / Director. (In Capital letters)	
2.	Details of name of the firm and address (Registered Office and Operating Branch)	Office :- Residence :- Mobile :- Fax No :- E-mail I.D. :-
3.	Details of amount of Earnest Money Deposit	Rs. 10,000 /- D.D. No..... Date : Drawn on Bank.....
4.	GST Registration No. (Self Attested Photo copy must be attached)	
5.	Income Tax Account No. / PAN / GIR No. (Last IT Clearance certificate to be attached)	
6.	Details of credentials of similar nature of work at least for three years in 3 Govt. offices. (Photo copy to be attached). Photocopies of the work order / contract agreement atleast from three numbers of different Govt. Offices as documentary evidence for the last three years, to be attached.	
7.	Photocopy of document specifying Annual Transaction /Turnover, to be attached	
8.	Photocopy of Registration Certificate of atleast 5 Commercial vehicles owned by the Bidder's company.	
9.	Minimum average mileage in KMs per litre for local / Outstation vehicles.	

DECLARATION

1. I Son / Daughter / Wife of Shri
..... Proprietor / Partner / Director / authorized signatory of the Service Provider mentioned above that I am competent to sign this declaration and execute these tender documents.

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.

3. The information / documents furnished along with the above application are true and authentic and to the best of my knowledge and belief. I / we do hereby undertake that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides accruing of liabilities towards prosecution under appropriate law. I also undertake that my firm has not been blacklisted by any Govt. Organization.

Place :
Date:

Signature of Authorized person
Full Name :
Seal :

FINANCIAL BID-1

PROVIDING OF VEHICLE FOR OUTSTATION ON REQUIRED BASIS

Price Quoted must be excluding GST

<u>Description</u>	<u>INNOVA CRYSTA VEHICLE</u> (On Urgent Requirement Basis for travel outstation)	
Rate per Km	<u>INNOVA CRYSTA VEHICLE</u>	Rs.
Night Halt Charges		Rs.
Minimum charges/kilometers if any applicable for outstation visit to be clearly indicated on per day basis		
Allowance if any applicable to the driver to be indicated on per day basis		Rs.

Details of Earnest Money (No tender will be entertained without Earnest Money).

- i) Amount : Rs.10,000/-
ii) Bank Draft/Pay Order No. (A/c payee in favour of Regional Director, SSC(KKR), Bangalore :
iii) Name of Bank :

DECLARATION

I declare and affirm that the information given by me in the Tender are true to the best of my knowledge and belief and that if any untrue information be contained in the Tender, my Tender may be cancelled at any stage. I also undertake to complete the job exactly as laid down in the Tender terms and conditions of the Staff Selection Commission. I also undertake that my firm has not been blacklisted by any Govt. Organization.

Signature of the bidder with office seal

Place :

Date:

Full Name :

Seal :

ADDITIONAL TERMS AND CONDITIONS

1. All vehicles provided shall have all the necessary permits/licenses/clearances including but not limited to fitness certificate, PUC, full comprehensive insurance, road permit, registration certificate, etc. as per the Motor Vehicles Act, RTO and other applicable laws and statutory bodies, for providing commercial vehicles for this service.
2. All vehicles provided shall be fully air conditioned and shall be equipped with an emergency medical first aid kit, a fire extinguisher and Hand Sanitizer.
3. All vehicles should be in excellent working condition (both internally and externally) at all the times. The Service Provider shall ensure that the vehicles deployed by him are cleaned thoroughly both internally and externally, boot kept clear of dust, rubbish, oil, bad Odor and any personal belongings of the driver.
4. All vehicles deployed shall arrive at designated location on time and with full or sufficient tank of fuel.
5. The vehicle deployed shall be parked at the Buyer's/ User's premises after the duty hours if desired so by the Buyer/ User and cannot be taken-out without written permission from the Buyer/ User.
6. The drivers of the vehicles must possess a valid driver license and must have a minimum 2 years of driving experience.
7. The drivers of the vehicles must have a working mobile number for easy contact by the passenger. It must also have an active internet connection at all times where google maps can be accessed, to navigate the shortest and/ or fastest route possible avoiding traffic jams. The driver shall be reachable at all times during duty hours.
8. The drivers of the vehicles deployed should maintain polite & courteous behaviour towards the buyer/ passenger. "Misbehaviour" which may include, but not limited to, consumption of alcohol during or prior to duty, denial of duty during service hours as defined by Buyer/user, use of abusive language, theft, shall attract penalties as per provisions of the contract.
9. The Service Provider shall ensure that assigned vehicle and driver report within 24 Hours of confirmation of order or as mutually agreed with the Buyer.
10. Buyer shall notify service provider of any change in schedule of hired car(s). The notification shall be provided 24 hours prior to change.
11. Delay in arrival beyond 30 minutes, shall attract penalties.
12. The Service Provider shall not sublet any part of the Contract. The Service Provider may act as an aggregator of vehicles/ individual drivers. However, it is the Service Provider who shall be fully responsible and liable to deliver the services as per the contract.
13. The time of service provided shall start from the point of pick up to the point of final drop off and the garage hours and km shall not be included.
14. The Buyer shall be entitled to use the vehicle within the scope of service specified under this Agreement/contract and at no time during or after the completion of the contract, will the ownership of hired vehicle be transferred to the Buyer.
15. The vehicle deployed for duty shall at no point of time carry any person other than personnel authorized by the Buyer.

16. The drivers/ staff provided by the Service Provider shall not be deemed employees of the Buyer hence the compliance of the applicable labour laws and acts, Transport Motor workers Act and other relevant laws shall be the sole responsibility of the Service Provider.
17. Buyer shall not be liable for any damages whatsoever to public property and /or any third person due to any accident arising out of and in the course of deployment of service provider's vehicle.
18. The Buyer shall in no way be responsible for violation of traffic rules and /or infringement of any other law for the time being in force, either by the driver of the vehicle or by the Service Provider.
19. During the contract period, if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons that will be at the Service provider's risk and shall arrange alternate vehicle.
20. The location for reporting shall be provided by the Buyer to the Service Provider.
21. The toll charges, parking fee or entry taxes payable locally or outstation shall be reimbursed by the Buyer to the Service Provider on actual basis as paid by the Service Provider.
22. In the event of outstation travel, outstation night charges shall be paid to the Service Provider if the duty hours end between 10:30 pm and 6:00 am at an outstation location.
23. The Buyer/ user must immediately report to the designated representative of the Service Provider for any problems, complaints, incidents or accidents that occur during the trip, including any form of inappropriate behaviour/ improper uniform by the driver.
24. It is fundamental that the driver does not under any circumstance directly or indirectly approach, solicit or accept work in any form the Buyer/ passenger. If the driver of the vehicle communicates directly with the Buyer/passenger (either by telephone, in writing or verbally, and either before, during or after a trip) to make alter or change the nature of service provided the Buyer must immediately inform the Service Provider.
25. Buyer may validate the registration from e-vahan portal for authenticity of the vehicle proposed by the service provider.
26. Price Variation Clause:
27. Service Provider shall ensure the level of service required is of the highest professional standard and shall ensure full compliance to the terms and conditions of the contract.
28. Service Provider shall ensure that proper inspection of vehicle has been done before deploying it to the Buyer/ Consignee location as per the contract.
29. The Service Provider shall ensure that all maintenance works related to the assigned vehicle will be carried out in off duty hours. It shall be ensured that all electrical connections including lights (both brake and front), horn, turn indicators, air conditioning and other vehicle systems shall be periodically checked and maintained by Service Provider to avoid any inconvenience to the Buyer.
30. The Service Provider shall provide at his own cost proper uniform and badges and photo identity cards to the drivers in compliance with the Motor Transport Workers Act. The Service Provider shall pay the toll charges, parking fee or entry taxes payable

locally or outstation which shall later be reimbursed by the Buyer on actual basis as paid by the Service Provider.

31. The Service Provider must ensure that all the necessary measures are taken by the driver to ensure passenger safety by avoiding negligent driving by their drivers such as over speeding, rash driving, and driving vehicle without brakes/defective brakes.
32. The Service Provider shall take comprehensive insurance cover with third party unlimited liability risk of the vehicles provided to the Buyer.
33. In an event that, for any reason, the drivers provided change their contact number during the tenure of the contract then Service Provider shall immediately notify the Buyer of the above change.
34. The Service Provider shall be responsible for ensuring compliance with the provisions related to Labour Law [Central/State] and specially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour [R&A] Act, Workmen Compensation Act, Motor Vehicle Act, Motor Transport Workers Act, 1961 etc. and any other relevant acts as applicable at present or in future during the tenure of the contract and as may be enforced from time to time. Onus of compliance of all the applicable Laws/Acts/Rules shall rest with the Service Provider only and the Buyer shall not be liable for the same in any manner.
35. The Service Provider shall not deploy or shall discontinue deploying the person(s), if desired by the Buyer and must ensure prompt replacement of the personnel without any additional cost to the Buyer. The personnel being deployed shall ordinarily be continued and should not be changed without written intimation and consultation with Buyer.
36. A mandatory, detailed contingency plan(s) in the event of mechanical breakdown of each vehicle, for each area of operation shall be provided by the Service Provider.
37. In an event that Service Provider fails to deliver or fails to carry out tasks as per schedule due to non-delivery of vehicle, break-down, servicing and repairs of vehicles, or if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons, the Service Provider at his own cost shall make alternate arrangement by providing similar or higher class of vehicle(s) for which agreement is entered into, without any extra charges. Failure to do so will evoke penalty then Buyer shall have right to recover damages as per the provisions of the contract.
38. The Service Provider shall be bound by the conditions regarding police verification of the deployed staff and their medical fitness.
39. The Service Provider shall deploy experienced drivers knowing the routes of the areas and familiar with the localities for carrying out the services. The Service Provider shall be personally responsible for any theft, misconduct and /or disobedience on the part of drivers so provided by him.
40. The service Provider shall maintain a separate duty slip for each vehicle, which will be signed by authorised signatory of the Buyer/passenger. Before each vehicle/car is allotted for duty, the odometer reading shall be noted down by the driver and subsequent entries for starting time/closing time, places visited etc., for each duty during service hours. After completion of duty, the driver shall again note down the odometer reading and get it checked and signed by the user of the vehicle deployed by the Buyer. On the basis of each vehicle's duty slip, the Service Provider shall submit

invoice enclosing therewith a consolidated statement of each vehicle's running and original copies of duty slip.

Deductions / LD

In case of noncompliance of the standards of the services to be provided as per this agreement, the buyer would be at liberty to levy such penalty and terminate the contract as per the conditions detailed out below:

#	Nature of Default	Default Details	Penalties			Remarks
			1st instance	2nd instance	3rd instance	
1	Non deployment of vehicle/driver (no replacement provided)	Non deployment for 30 min or more, no replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a penalty of 10% of daily vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a penalty of 15% of daily vehicle hiring cost	After 3rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3rd instance.
2	Non deployment of vehicle/driver (replacement provided)	Non deployment for 30 min or more, replacement provided up to 2 hours	Warning	Penalty of 10% of daily vehicle hiring cost	Penalty of 15% of daily vehicle hiring cost	After 3rd instance, the buyer may terminate the contract or continue to

						impose the same penalty as imposed for 3rd instance.
3	Breakdown of vehicle during trip (no replacement provided)	No replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a penalty of 10% of daily vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a penalty of 15% of daily vehicle hiring cost	After 3rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3rd instance.
4	Breakdown of vehicle during trip (replacement provided)	No replacement provided up to 2 hours	Warning	Amount of charges for vehicle hired by Buyer from third party and a penalty of 8% of daily vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a penalty of 10% of daily vehicle hiring cost	After 3rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for

						3rd instance.
5	Delay in arrival of vehicle/ driver	For 30 mins or more	Warning	Penalty of 5% of daily vehicle hiring cost	Penalty of 8% of daily vehicle hiring cost	After 3rd instance, the buyer may continue to impose the same penalty as imposed for 3rd instance.
6	Misbehaviour by driver/ unacceptable behaviour by driver	Any instance	Penalty of Rs. 1000	Penalty of Rs. 2000/-		After 2nd instance, the service provider will have to replace the driver
7	Driver in intoxicated state	Any instance	Penalty of Rs. 2500/-			After 1st instance, the service provider will have to replace the driver. After 2 cumulative instances, buyer may terminate

						e the contract.
8	Failure to address deficiencies pointed out at inspection	Deficiencies not addressed after 24 hours of inspection	Penalty of Rs. 500/-	Penalty of Rs. 800/-	Penalty of Rs. 1000/-	After 3rd instance, the buyer may continue to impose the same penalty as imposed for 3rd instance.