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GOVERNMENT OF KARNATAKA  
Office of the Chief Electoral Officer, Karnataka  
Nirvachana Nilaya, Sheshadri Road, Bengaluru-560 001.

TENDER  
From SERVICE PROVIDERS (SP) for  
Providing vehicles on hiring basis to the Office of Chief Electoral Officer  
(Single Cover System)

Tenders invited on	: 24-01-2015
Last date of sale of tender document	: 23-02-2015
Date of Pre tender conference	: 12-02-2015 11:00 am
Last date& time for submission of tenders	: 25-02-2015 3.00 pm
Date & time of opening of tenders	: 25-02-2015 3:30 pm

<b>EMD Amount</b>	<b>: Rs. 5,000/-</b>
Cost of tender document	:Rs.200/-

Received vide DD No .....dated..... drawn on.....bank  
in favour of ..... payable at .....

Tender document issued to:.....  
.....  
.....  
on date .....

Chief Electoral Officer,  
Karnataka.



# Government of Karnataka

## Chief Electoral Officer

Nirvachana Nilaya, Sheshadri Road, Bengaluru-560 001.

No:DPAR 53 CHUSAVI 2014

Date : 24-01-2015

### Notice inviting Tenders

Sealed tenders are invited from specialized, competent & eligible Service Providers (SPs) for providing vehicles when required along with driver on hire for a period of three months to the office of the Chief electoral Officer, Karnataka.

The tender document (which is non-transferable) containing the instruction to the tenderers, information to be furnished and terms and conditions, is available for sale at the office of the Chief Electoral Officer, Nirvachana Nilaya, Sheshadri Road, Bengaluru-560 001 from 24-01-2015 to 23-02-2015 (excluding general holidays) on payment of Rs. 200/- (non-refundable fee) in the form of Demand Draft drawn on any Nationalized Bank in favour of Chief Electoral officer, Karnataka Payable at Bengaluru.

The tenders should be accompanied by an Earnest Money Deposit (EMD) of Rs. 5,000/- in the form of Demand Draft drawn on any Nationalized / Scheduled Bank in favour of Chief Electoral Officer, Karnataka at Bengaluru and valid for period of 45 days from the date of opening of tenders. Pre-tender conference would be held on 12-02-2015 at 11.00 hours in the office of the under signed.

Sealed tenders accompanied by the required EMD and complete in all respects should be deposited in the tender box kept in the office of the Chief Electoral Officer, Karnataka on or 25-02-2015 before 15 hours which shall be opened in the presence of bidder or their authorized representatives at 15.30 hours on 25-02-2015.

Chief Electoral Officer,  
Karnataka

## Section 1 : Instructions to the tenderers (Service Providers)

Clause.1:

Chief Electoral Officer, Karnataka here in after called the “Client” invites sealed tenders from specialized, competent and eligible Service Providers for providing vehicles along with Drivers to the office of Chief Electoral Officer, Karnataka.

Clause.2:

The Service Providers should not have been blacklisted by any Government organization in Karnataka for any, reason whatsoever.

Clause.3:

Each Service Provider shall submit only one tender, and quote shall be in Indian rupees only.

Clause.4:

The rates quoted by the bidder shall be fixed for the duration of the contract.

\*Should be inclusive of all taxes.

Clause.5:

The Service Provider shall be responsible for all the costs associated with the preparation, submission and opening of tenders.

Clause.6:

The tenders shall remain valid for a period not less than 45 days after the date of opening of tenders.

Clause.7:

At any time prior to the date and time of submission of the tenders, the Employer may issue any amendments to this tender document.

Clause.8: Earnest Money Deposit (EMD) :Each tender shall be accompanied by Earnest Money Deposit of Rs. 5,000/- (Rs. Five thousand only). The EMD shall be in the form of crossed Demand Draft drawn in favour of Chief Electoral Officer, Karnataka on any Nationalized / Scheduled Bank, payable at Bengaluru. A tender not accompanied by the requisite EMD shall be rejected as non-responsive. The EMD of the unsuccessful Service Providers would be returned within a period of 90 days. The EMD submitted by the successful Service Provider would be adjusted towards the requisite Performance Security and would be returned after the completion of the contract period.

Clause.9: Qualification Information:

9.1: The Service Provider shall provide qualification information which shall include:

- (a) Details of the Service Provider in the Format at Annexure 1
- (b) Attested copy of Certificate of registration in the Department;

- (c) Attested copy of the Certificate of registration in the Commercial Tax Department;
- (d) Attested copy of the Certificate of registration in the Service Tax Department;
- (e) Attested copy of the Income Tax return filed by the Service Provider for the last two years in the Income Tax Department and the clearances received if any;
- (f) Attested copy of the Balance sheet of the Service Provider prepared and audited by a Chartered Accountant for Last two years
- (g) Certificate by Chartered Accountant for the Annual Turnover from Hiring of vehicles work for the last two years;
- (h) Details of past performance on Services of similar nature executed by the Service Provider in the format hereunder (provide documents in support of the claim)

Sl No.	Name of the Work	Name of the Employer	Number of vehicles deployed	Date of commencement of contract	Date of completion of contract	Attach certificate of satisfactory completion of work

9.2: To qualify for award of this contract, the Service Provider should have;

- (a) The current registrations in the department Commercial Taxes, Service Tax organizations.
- (b) Annual turnover of atleast Rs 5 lakhs per annum;
- (c) Should have satisfactorily deployed or be currently deploying atleast 10 vehicles;

9.3: The Service Provider should provide all the required qualification information listed above completely and information to adequately show/prove that the Service Provided meets the minimum qualification requirement. Tenders of Service Providers who do not furnish the requisite information may not be considered for award.

Clause.10:

The Service Provider shall submit the following as a part of his tender:

- a) Details of the Service Provider in the format given in Annexure 1
- b) Qualification information as required and listed in Clause - 9 above;
- c) EMD in original as per requirement given in Clause - 8 above;
- d) Completed Tender Document in original with all the pages duly signed;
- e) Tender Form in the Format as given in Annexure 2;

Clause.11:

The Tender containing the information as given in Clause - 10 above should be placed in an envelope and must be super-scribed with the following information:

- (a) Name and address of the Service Provider;
- (b) Contact person and phone number;
- (c) "Tender for providing vehicles on hire basis along with drivers".

Clause.12:

If the envelope is not sealed and not marked as instructed above, The Chief Electoral officer, Karnataka will not be responsible for the misplacement or premature opening of the contents of the tender submitted.

Clause.13: Pre-tender conference:

A pre-tender conference would be held in the office of the Chief Electoral Officer, Karnataka on 12-02-2015 at 11.00 hours wherein the prospective tenderers would be briefed about the qualification requirements as well as other tender requirements. Clarification would be provide on any issues raised by the prospective tenderers or their authorized representatives. Minutes would be prepared and issued to the prospective tenderers. Amendments, if required would be issued and circulated.

Clause.14: Date of submission of the tender :

14.1:The tender should be submitted on or before 25-02-2015 before 15 hours (by office clock) by dropping it in the tender box kept in Office. Late tenders will not be accepted and will be returned unopened.

14.2:The Chief Electoral Officer, Karnataka may extend the deadline for submission of tenders by issue of an addendum;

Clause.15: Opening of the tenders and clarifications:

15.1: The Chief Electoral Officer, Karnataka or his authorized representative will open the tenders at 15.30 hours on 25-02-2015 in the presence of the Service Providers or their authorized representative.

15.2: To facilitate evaluation of the tenders, the Chief Electoral Officer, Karnataka may at his sole discretion seek clarification in writing from any Service Provider regarding his tender;

Clause.16: Evaluation and award of contract:

16.1: The tenders would be checked for their responsiveness by checking (a) whether the tender has been properly signed; (b) conformity to the terms and conditions and (c) review of the qualification information as requested in Clause 8 and Clause 9 above.

16.2: The lowest responsive tender would be checked to ensure that it meets the Qualification requirement as given in Clause 9.2 above. If it satisfies the qualification requirement it will be considered for award. If not, then check would be made for the next lowest responsive tender. If it satisfies the qualification requirement, it would be considered for award and so on.

16.3:The lowest responsive tender meeting the qualification requirement would be declared as the Preferred Service and the Chief Electoral Officer, Karnataka may

award the contract as per the Tender of the Service Provider or conduct negotiations if need be.

Clause.17: In the event of acceptance of the tender of Preferred Service Provider with or without negotiations, The Chief Electoral Officer, Karnataka may declare the Preferred Service Provider as the Successful Service Provider. The Chief Electoral Officer, Karnataka shall notify the Successful Service Provider through a Letter of Award in the format given in Annexure 3, that its tender has been accepted and asking the Service Provider to deposit a Security Deposit (SD) of Rs. 15,000/- in the form of Demand draft drawn on any Nationalized/Scheduled Bank in favour of The Chief Electoral Officer, Karnataka, payable at Bengaluru within 15 days of the issue to Letter of Award and also execute the Agreement in the Format given in Annexure 4 on a GOK stamp paper of value Rs. 200/- (cost to be borne by the tenderer).

Clause.18: Failure of the Successful Service Provider to provide the Security Deposit or to execute the Agreement within the specified period shall constitute sufficient grounds for the annulment of the Letter of Award and forfeiture of the EMD and or SD. In such an event the Chief Electoral Officer, Karnataka reserves the right to:

- (a) Either issue the letter of award to the next lowest responsive and qualified Service Provider by conducting negotiations if need be; or
- (b) Take up such measures as may be deemed fit at the sole discretion of The Chief Electoral Officer, Karnataka, including annulment of the tendering process.

Clause.19: Notwithstanding anything contained in this tender document, The Chief Electoral Officer, Karnataka, reserves the right to accept or reject any tender or to annul the tendering process or reject all tenders, at any time without liability or any obligation for such rejection or annulment, without assigning any reason thereof.

## Section 2 : Scope of Services

Clause.1: The Driver shall maintain a log book/trip sheets and enter the timings (opening and closing time) and mileage performed and obtain signature of the Officer/official using the vehicle; In case the regular vehicle is under repair alternate should be provided and the trip sheet shall be given to the replaced vehicle drivers for recording the said particulars.

Clause.2: Vehicle usage conditions:

- (a) First pickup point will be defined as the point where the vehicles report for commencement of duty for the Officers/Staff of Chief Electoral Office and not the garage of the service provider;
- (b) Last drop off point is defined as the point where the vehicle last drops off the Officer or Staff The CEO and not the garage of the service provider;
- (c) Chargeable running distance shall be the distance that the vehicle runs during the service period each day noted by meter reading at the first pick up point and last drop off point. No additional distance shall be allowed for reasons of either office being away from pick up or drop off point or for reasons of garage of owner / service provider being away from pick up of drop off point.
- (d) Service period shall be defined as the period between the time when the driver reports at pick up point and the time when driver is relieved at last drop off point. No additional time period for reaching the pick up point and period of travel after dropping point shall be counted for service period.

Clause.3: In respect of vehicles on monthly basis any additional mileage beyond the block of 2500 kms or block service period more than 300 hours shall be paid extra at the quoted rates. The block mileage and block services period will be cumulative and inclusive of both local as well as tours outside Bengaluru Urban district during a calendar month. However for outstation stays during the month, bata for the driver as per quoted rates shall be additionally payable by CEO's office.

Clause.4: Drivers should wear clean uniform, be well behaved and courteous and maintain the vehicles in good condition. They should follow the instructions of the officer/official using the vehicle.

Clause.5: The drivers shall carry the identity cards together with an attested photocopy, which in turn shall be attested by a competent officer of CEO's office.



Clause.6:The drivers shall possess a valid driving license and RTO badge authorizing to drive the vehicle and should always carry the driving license and other current documents such as fitness certificate, emission certificate and other requisite documents.

Clause.7:If required, on prior notice of a day, the Service provider shall provide the vehicles with driver on Sundays and Holidays.

### Section 3 :Terms & Conditions of the contract

#### Clause.1: Definitions:

“Client” means The Chief Electoral Officer, Karnataka or his authorized representative;

“Office” means the Office of Chief Electoral Officer, Karnataka;

“Vehicle” means the transport/car deployed by the Service Provider on hire basis to the office of Chief Electoral Officer, Karnataka

“Driver” means the driver deployed by the Service Provider for operating the Vehicle;

“Government” means the Government of Karnataka;

Clause.2: The Service Provider shall deploy vehicles which have valid fitness certificate, and are duly registered and insured under relevant Government Laws.

Clause.3: The Vehicles offered on hire shall be covered under comprehensive insurance policy along with Personal Accident (PA) cover to the driver and the occupants of the vehicle (as per seating capacity). If PA cover is not there at the time of filing tender papers, it shall be taken before the vehicles are deployed with the CEO office.

Clause.4: The service provider shall ensure that the vehicles deployed by him are road worthy as per provisions set out in the Motor Vehicles Act 1988.

Clause.5: The Service provider shall provide able bodied non-alcoholic drivers who are SSLC pass with valid LMV license with no physical handicaps, no eye sight problems and no night blindness.

Clause.6: The Service Provider shall get the credentials (character and antecedents) of the drivers verified by the police and get the report.

Clause.7: The Service Provider shall submit to the Employer the list of drivers deployed by him along with medical certificate, police verification of character and antecedents, personal details such as names of parents, address (temporary and permanent), telephone number if available for record by the Employer.

Clause.8: The drivers so deployed shall not be below 21 years and not above 55 years. They will perform their duties to the satisfaction of the Employer. A representative of the Service Provider will report at least once in a week to the Employer or representative at least once in a week for co-ordination with the Employer.

Clause.9: In case of long (more than 3 days) and unauthorized absence of any of the driver, the Service Provider shall take immediate steps for replacement to ensure that the office work will not suffer.

Clause.10: The Service Provider will be responsible to ensure maintenance of office decorum and discipline by the drivers provided by him along with the vehicle. In case of persistent misbehavior of any of the drivers the Service Provider shall provide a replacement, on receipt of complaint by the Employer.

Clause.11: Senior Officer of the Service Provider should visit the Office of the Employer at least once a fortnight and check the working of their personnel and monitor their performance.

Clause.12: The drivers employed by the Service Provider will be in the employment of the owner of vehicle Service Provider only and not of the Chief Electoral Officer. They will not have any claim whatsoever in case of filling of regular posts, if any, by The Chief Electoral Officer.

Clause.13: The employer shall not be liable for any damage loss caused to the vehicles hired during the period of agitations, strikes and accidents;

Clause.14: It shall be the sole responsibility of the owner of the vehicles to meet or discharge any liability arising out of the violation of the Traffic Rules and Regulations and Statutory Regulations and all such rules in force.

Clause.15: It shall be the responsibility of the owner to produce at their own cost the drivers, vehicles both before the courts of law and before the police authorities whenever required in case of accidents or any orders, contingencies or any orders or directions of the Judicial or Executive Authorities.

Clause.16: If drivers provided by the Service Provider are found to be indulging in any undesirable or unfair activities in the Office premises, the Service Provider will solely be responsible for all the consequences, apart from, liberty of the office to lodge a complaint before appropriate authorities.

Clause.17: The Service Provider shall comply with all the requirements of the various applicable law, Acts and Rules and shall obtain required licenses,

permissions, and maintain all the registers and documents as required by law and also submit periodical returns as required to the appropriate Authorities. It will also be his responsibility to ensure compliance of any requirement by the Employer. The Service Provider shall be solely responsible for any damages, fines or other action due to failure or lapses of any other accounts.

Clause.18: The Service Provider shall submit his invoice for the month before the tenth of the next month.

Clause.19: Every effort would be made to ensure that the payment to the Service Provider is made within 15 days of the submission of the Invoice complete in all respects and supported by the documents as detailed above. Incomplete invoices and those not supported by stipulated documents will be returned for compliance before payment. The Service Provider shall only be responsible for the delay. The payment would be made by cheque account payee only.

Clause.20: If the services rendered are found to be unsatisfactory, even after issue of notices/warnings to that effect, or if the Service Provider does not follow the Terms and Conditions of this Contract, this Contract will be terminated by issue of one month's notice. No claim what so ever would be entertained. The decision of the Employer would be final and binding.

Clause 21: This Contract would be for a period of three months from the date of execution. It could be extended for an additional period of three months on the same terms and conditions by mutual consent.

Clause 22 : The Employer is the sole authority to interpret the terms and conditions of the contract and its decision shall be final. The Employer is empowered to terminated the contract upon violations of the terms and conditions with a notice of 15 days.

Clause 23: Any dispute arising out of this Contract shall be resolved by taking recourse to mutual amicable settlement in the first instance, failing, which the dispute will be subject to Bengaluru Jurisdiction. In case of dispute being referred to the court, the Employer shall withhold payments to the Service Provider till the dispute is settled.

a) Qualification Criteria :

The following documents shall be submitted along with each Tender.

1. Copy of the registration certificate of the travel agency.
2. Proof for owning at least 10 vehicles (of seating capacity not more than 10 including driver) in the name of the proprietor/travel agency. Submit attested Xerox copy of Registration Certificate (RC book) & valid comprehensive insurance of vehicles owned by the tenderer.

OR

- a) Proof for owning at least 5 vehicles (of seating capacity not more than 10 including driver) in the name of the proprietor/travel agency. Submit attested Xerox copy of Registration Certificate (RC book) & valid comprehensive insurance of vehicles owned by the tenderer.

AND

- b) Proof for having taken at least 5 vehicles on lease (of seating capacity not more than 10 including driver) from other operators/travel agency.

Submit attested Xerox copy of:

- a) Registration Certificate (RC book) & valid comprehensive insurance of leased vehicles.
- b) Lease agreement from owner of vehicles placing the car at the disposal of the tenderer. This agreement should be of tenure sufficient to cover this contract agreement.

3. List of clients already being served by the agency. Submit performance certificates from the clients.

4. Tender submission letter in the letter head with Clear Postal Address, Land Line & Mobile Telephone number of the tenderer.

## Details of the Service Provider

(on the letter head of the Service Provider)

1. Name of the Service Provider,	
2. Principal place of business:	
1. Address with Telephone numbers, Fax number etc;	
2. Status whether run by an Individual, Partnership Firm, registered Society, Private company, Public Company;	
3. Date of incorporation and / or commencement of business;	
4. Brief description of the Service Provider's line of business;	
5. Name, designation, postal address, e-mail address, phone numbers (including mobile) etc. of Authorized Signatory of the Service Provider with power of attorney;	
6. Details of individuals who will serve as the point of contact/ communication with CEO in case of the award of the contract, the details to include Name, designation, postal address, e-mail address, phone numbers (including mobile) etc.	

## Annexure 2

### TENDER FORM

To,  
The Chief Electoral Officer,  
Karnataka,  
Nirvachana Nilaya,  
Sheshadri Road,  
Bengaluru 560 001.

Sir,

Sub : Providing Vehicles along with drivers to your office  
Ref :Your Notification No ..... dated .....

We have gone through the tender documents and have fully understood the scope of work and the terms and conditions of the contract.

We furnish below our rates for providing the specified vehicles in good condition along with competent drivers.

We will comply with all the requirements of the applicable laws, Acts and Rules.

#### A. RATES FOR VEHICLES ALONG WITH DRIVERS ON MONTHLY BASIS

Sl. No.	Type of vehicle	Particulars	Rate in Rs.	
			(Non A/C)	(A/C)
1	Tata Indica car	1. Cumulative Monthly mileage less than 2,500 Kms and service period of less than 300 hours		
		2. Extra Per Km beyond 2500 kms		
		3. Extra Per hour beyond 300 hours		
2	Innova SUV.	1. Cumulative Monthly mileage less than 2,500 Kms and service period of less than 300 hours		
		2. Extra Per Km beyond 2500 kms		
		3. Extra Per hour beyond 300 hours		
3	Tata Indigo CS car	4. Cumulative Monthly mileage less than 2,500 Kms and service period of less than 300 hours		
		5. Extra Per Km beyond 2500 kms		
		6. Extra Per hour beyond 300 hours		
4	Bata for the Drivers for outstation halts or for duty	Extra for one outstation halt or for one day's duty beyond 12 hours		

	beyond 12 hours			
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**B. RATES FOR VEHICLES ALONG WITH DRIVERS ON DAILY BASIS**

Sl. No.	Type of vehicle	Particulars	Rate/km	
			(Non A/C)	(A/C)
1	Tata Indica car	a. Per day mileage less than 80 kms and service period less than 8 hours		
		b. Extra Per Km beyond 80 kms		
		c. Extra Per hour beyond 8 hours		
2	Innova SUV.	a. Per day mileage less than 80 kms and service period less than 8 hours		
		b. Extra Per Km beyond 80 kms		
		c. Extra Per hour beyond 8 hours		
3	Tata Indigo CS car	a. Per day mileage less than 80 kms and service period less than 8 hours		
		b. Extra Per Km beyond 80 kms		
		c. Extra Per hour beyond 8 hours		
4	Bata for the Drivers for duty beyond 12 hours	Extra for duty beyond 12 hours		

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

The tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you receive.

Yours faithfully,  
 Authorized signatory,  
 Name and designation of Signatory:  
 Name of Service Provider:  
 Address:

3

Letter of Acceptance  
(Letter head of Employer)

No.

date:

To:  
Provider]

[Name and address of the Service

.....

.....

.....

Dear Sirs:

This is to notify that your tender dated ..... for providing vehicles along with drivers on hire basis to this office has been accepted by us.

You are hereby requested to furnish performance security within 15 days, of Rs. 15,000/- in the form of demand draft drawn on any Nationalized/Scheduled Bank in favour of The Chief Electoral Officer, Karnataka valid till the end of contract period of one year.

On furnishing of the Security deposit as above, you are requested to sign the Agreement and proceed with the work as per terms and conditions.

Failure to submit the performance security and/or signing the Agreement may result in cancellation of the award and forfeiture of the EMD and or SD as per terms of the contract.

Yours faithfully

Authorized signatory  
Name and designation of the Signatory.

Annexure 4.  
CONTRACT FORM

This Agreement made the ..... Day of ....., 2015, between ..... (Name of Service Provider) of the one part and ..... (Authorized representative of The Chief Electoral Officer, Karnataka) on the other part:

Where as Chief Electoral Officer, Karnataka requires the services of hired vehicles along with drivers to his Office to be provided by a Service Provider and has accepted a tender by the Service Provider for providing the said Services as per the Price Schedule attached;

Now this agreement witness the as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Terms and conditions of Contract;
2. The following documents shall be deemed to form and be read and construed as part of the Agreement: i.e.
  - (a) Tender Form submitted by the Service Provider;
  - (b) The Instructions to the Service Provider;
  - (c) The Scope of Work;
  - (d) Terms and conditions of Contract;
  - (e) Employer's notification of letter of acceptance
3. In consideration of the payments to be made by the Employer to the Service Provider, the Service Provider covenants with the Employer to provide the Vehicles with drivers as per requirement and as per the Scope Services and to remedy defects if any in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Service Provider as per Terms and Conditions at the times and in the manner prescribed by the Contract.

The payments to be made to the Service Provider shall be the following:

In Witness whereof, the parties have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed and delivered by the  
Said .....(for the Employer)

In the presence of .....

Signed, sealed and delivered by the  
Said .....(for the Service Provider)

In the Presence of .....

Annexure – A

FORMAT OF TENDER QUOTATION

Sl. NO.	Description Vehicles	Specifications	Rate to be mentioned in Rs.	
			(Non A/C)	(A/C)
<u>4 Wheeler LMV along with drivers</u>				
1	Tata Indica car	<u>Tata Indica car</u> 1.Monthly 2,500 Kms or 300 hours 2.Per Km beyond 2500 kms		
		3.Per hour beyond 300 hours a) Daily Rent b) Monthly Rent c) Additional Bata to be paid for halt at out station.		
2	Innova SUV.	<u>Innova car</u> 1.Monthly 2,500 Kms or 300 hours 2.Per Km beyond 2500 kms		
		3.Per hour beyond 300 hours a) Daily Rent b) Monthly Rent c) Additional Bata to be paid for halt at out station.		
3.	Total Indigo CS car			

Gross Total Cost: Rs. ....

We agree to supply the above vehicles in accordance with the conditions for a total contract price of Rs.....(amount in figures )  
(Rs..... amount in words) within the period specified in the Invitation for tenders.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

Signature and Seal of Bidder

Annexure -B

Rate Quote for Extra Vehicles

A/C						Non A/c				
Vehicles Use for Out Station (Actual KM Only)	Tata Indica	Tata indigo	Qualis	Toyoto Innova	Hundai Chavorlet	Tata Indica	Tata indigo	Qualis	Toyoto Innova	Hundai Chavorlet
Per KM										
Out Station Bata										

Signature of the Contractor

With seal and date

Annexure - C

CONTRACT FORM

THIS AGREEMENT made the ....day of... .., 20... Between ..... (User of vehicle) of..... (hereinafter called "the Vehicle User") of the one part and... (Name of Vehicle Supplier) of ..... (hereinafter called "the Vehicle Supplier") of the other part :

WHEREAS the vehicle users wants the services of vehicles along with driver on hire basis to The Chief Electoral Officer to be provided by a supplier of vehicles and has accepted by the service provider for providing vehicles along with driver on hire basis as per the price schedule attached.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- (c) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- (d) The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a) the Tender Form and the Price Schedule submitted by the Tenderer;
  - b) the Schedule of Requirements;
  - c) the Technical Specifications;
  - d) the General Conditions of Contract;
  - e) the Special Conditions of Contract; and
  - f) the Purchaser's Notification of Award.
- (e) In consideration of the payments to be made by the vehicle users to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the vehicle user to provide the vehicles on hire basis and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- (f) The vehicle user hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written. Signed, Sealed and Delivered by the

said .... (for the Vehicle user)

in the presence of:...

Signed, Sealed and Delivered by the

said ..... (For the Supplier)

in the presence of:...