



# Indian Institute of Management Kashipur

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713

(Web Site: [www.iimkashipur.ac.in](http://www.iimkashipur.ac.in))



## TENDER DOCUMENT

### “FOR HIRING OF TAXI SERVICES AT DELHI AREA (LOCAL AND OUTSTATION) ON AS AND WHEN REQUIRED BASIS”

#### NOTICE INVITING TENDER (NIT) NO. IIMKASHIPUR/PUR DEPTT /NIT/ 09 / 2023-24 DATED 11 APRIL 2023

#### SECTION- I

The Indian Institute of Management (IIM) Kashipur, having its office at Kundeshwari, District - Udham Singh Nagar, Kashipur, Uttarakhand – 244713, is an Institute of national importance under the aegis of the Ministry of Education, Government of India set up to provide management education of high quality and to promote allied areas of knowledge and inter-disciplinary studies.

The IIM Kashipur invites bids in single bid system from reputed, experienced and financially sound agencies/companies.

#### Brief Tender Details:

Tender Description	EMD (Rs.)
Tender for Taxi services at Delhi Area (Local and Outstation)	7,500/-

The tender document can be downloaded from Institute website: [www.iimkashipur.ac.in](http://www.iimkashipur.ac.in) and Central Public Procurement (CPP) portal <http://eprocure.gov.in/epublish/app> and bids are to be submitted (hard copy) at IIM Kashipur as prescribed in the tender document. Kindly adhere to the last date and time of submission of the tender.

#### Critical Dates of Tender:

Sl. No	Particulars	Date	Time
1	Date and Time of online Publication/Download of Tender	11 April 2023	1800hrs
2	Bid Submission start date & time	12 April 2023	0900hrs
3	Bid Submission close date & time	20 April 2023	1100hrs
4	Opening of Bid	20 April 2023	1130hrs

#### INSTRUCTIONS TO BIDDERS



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1. Bids in sealed cover are invited under single bid system from reputed, experienced and financially sound parties. Please super scribe the outer cover of the sealed bid as “HIRING OF TAXI SERVICES AT DELHI”, NIT/09 (dated 11 April 2023) to avoid the Bid being declared invalid. Bids not super scribed with the details mentioned above may be declared invalid. The Financial bids of only eligible and technically qualified bidders will be taken into account, after the same has been ascertained by evaluation of the Bids by the Committee. Considering the urgency of the work, no requests for extending the deadline shall be considered.

The address, contact numbers, date of issue of document, last date of submission of bids, date and time of opening of bids for sending Bids or seeking clarifications regarding this NIT are given below:-

Bids/queries to be addressed to	STORE AND PURCHASE OFFICER
Postal address for sending the Bids	STORE AND PURCHASE OFFICER INDIAN INSTITUTE OF MANAGEMENT, KASHIPUR KUNDESHWARI, KASHIPUR, DIST. UDHAM SINGH NAGAR, UTTARAKHAND (INDIA) PIN – 244713 Website: <a href="http://www.iimkashipur.ac.in">www.iimkashipur.ac.in</a>
Name/Designation of the contact personnel	STORE AND PURCHASE OFFICER
Telephone numbers of the contact personnel	91-7088270882, 7900444090 / 321
e-mail ids of contact personnel	<a href="mailto:purchase@iimkashipur.ac.in">purchase@iimkashipur.ac.in</a>
Last date and time of submission of bid	<b>20 April 2023</b> at 1100 hrs. Any changes of the schedule will be notified on the Institute's website.
Date and time of opening of Bid	<b>20 April 2023</b> at 1130 hrs onwards. Any changes of the schedule will be notified on the Institute's website. If the date is holiday, the next working day will be the opening date of the tender.

2. Cost of Bid Document/Tender Fee: NIL

3. Tender Value/Estimated Volume of Business The yearly total estimated cost/bid value/tender value of the NIT is approximately Rs. 12,00,000/- (Rupees Twelve Lakh only).

4. Issue of Tender: The tender document can be downloaded from the Institute website - [www.iimkashipur.ac.in](http://www.iimkashipur.ac.in) or [eprocure.gov.in](http://eprocure.gov.in). Please keep visiting our website for any corrigendum/amendments and submit the bid document accordingly.

5. Manner of depositing the Bids: Sealed Bids should be either dropped in the Tender Box placed at Main Gate of IIM Kashipur or should be sent by registered post/courier at the address given above to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal/courier delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered. The NIT is to be signed on all the pages by the bidder. This NIT is being issued with no financial commitment. IIM Kashipur also reserves the right to withdraw the NIT, should it become necessary at any stage for withdrawing the NIT.

6. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. This event will not be postponed due to non-presence of your representative.

7. Forwarding of Bids – Bids should be forwarded by Bidders in a sealed envelope by duly super scribed as stipulated above and this should contain copy of NIT document duly signed and stamped on each page along with Annexure-I of the NIT supported by demand draft (EMD) and all the documentary proofs to establish eligibility and their potential of professional readiness for the work services.



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8. Clarification regarding contents of the NIT: A prospective bidder who requires clarification regarding the contents of the bidding documents shall send their query/queries at [purchase@iimkashipur.ac.in](mailto:purchase@iimkashipur.ac.in) latest by 15 April 2023, any queries received beyond the above mentioned timeline shall not be entertained. IIM Kashipur response to the queries shall be uploaded on the website.
9. Modification and Withdrawal of Bids: A bidder may modify or withdraw the bid after submission, provided that the written notice of modification or withdrawal is received by the IIM Kashipur prior to deadline prescribed for submission of bids. A withdrawal notice should on a signed confirmation copy to be sent by post or by email and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security. Submission of bid means that bidder has read all the terms and conditions of this Tender Documents carefully and will comply with them unconditionally. Conditional bids shall not be accepted.
10. Rejection of Bids: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summarily rejection with forfeiture of EMD.
11. Validity of Bids: The Bids should remain valid till **90 days** from the last date of submission of the Bids.
12. Earnest Money Deposit: The Bidder will be required to furnish a Earnest Money Deposit by way of Demand Draft through a public sector bank or a private sector bank authorized to conduct government business for a sum equal to Rs. 7,500/- (Rupees Seven Thousand Five Hundred only) within 30 days of receipt of the confirmed order. EMD shall be release after receiving Security deposit from the successful bidder.
13. Security Deposit: The Bidder will be required to furnish a Security Deposit by way of Demand Draft through a public sector bank or a private sector bank authorized to conduct government business for a sum equal to **Rs. 36,000/- (Rupees Thirty Six Thousand only)** within 30 days of receipt of the confirmed order. EMD shall be release after receiving Security deposit from the successful bidder.
14. Payment Terms - Payments will be made on monthly basis through ECS/ NEFT after submission of the bills for the completed services. Taxes like GST etc. will be paid as per Govt. norms. No advance payment(s) will be made. On receipt of the Final payment, bidder shall furnish a "No Claim Certificate" to IIM Kashipur.

## SECTION – II

### Conditions of the Contract

1. The work service contract is for two years. The contract may be extended annually based on satisfactory services and subject to mutual agreement of both the parties. The proposed date of commencement of the Work: **25 April 2023**.
- i) The vehicles provided should be in proper running condition, cleaned, sanitised, well-furnished and should be the latest models available in the market.



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- ii)** The cars shall be provided at our Institute premises or at any other place as intimated to the Contractor/agency for travel as and when required basis. The requirement of cars will be from morning / early morning hours and occasionally till late night.
- iii)** The Contractor shall bear all costs on account of fuel, oil, spares, comprehensive insurance, repair and maintenance etc. of the vehicles. The wages and other costs of the driver shall also be borne by the contractor. Unauthorized LPG Gas / CNG kits are not allowed as a fuel in any car.
- iv)** The Institute shall not be responsible for repair and maintenance of vehicles including consumables. The Institute will not bear any other charges. In case of break down/servicing/repair, the contractor shall provide alternate vehicle of same type failing which vehicle shall be hired from any other sources at the risk and cost of the contractor.
- v)** The contractor shall provide name, phone numbers of the drivers and detail of vehicles to the concerned authorities of IIM Kashipur or as directed by the dealing person/ department. The Contractor shall provide well-behaved drivers preferably in grey uniform. The Drivers should possess valid driving licence and knowledge of different routes in Kashipur and nearby areas. The reporting time, place, address, etc, should be strictly followed by Contractor. For airport/railway station pick up, drivers to display the welcome placard and receive the passengers, as directed. Contractor is to provide the vehicle within 60 minutes of the requisition. Delay more than 120 minutes will attract fine.
- vi)** The contractor shall not employ any person below 18 (eighteen) years of age. The contractor shall comply with all the statutory provisions as laid down under various Labour Laws/Acts/Rules like Minimum Wages, Provident Funds, ESI, Bonus, Gratuity, Contract Labour Act and other Labour Laws/Acts/Rules in force from time to time at his own cost. In case of violation of any such statutory provisions under Labour Laws or any other law applicable by the Contractor, there will not be any liability on the IIM Kashipur.
- vii)** The drivers should strictly follow all the Traffic Rules and Regulations as prescribed by the Govt. Authorities. The Institute will not be responsible for the reimbursement of any charges, charged by Govt. Authorities for violation of any traffic rules and regulations.
- viii)** The vehicles sent for the services should be kept neat and clean, both inside and outside. Cleanliness of vehicles must be properly maintained. Vehicle Seats must be properly covered with clean covers otherwise the vehicle may be rejected and sent back. No payment shall be made on account of vehicle so rejected. If the interior of the vehicle is not in good condition, 5% deduction from the bills shall be done.
- ix)** The Contractor must ensure that driver is not under the influence of alcohol or other intoxicants while performing their duties for the Institute. In no case, the driver should be allowed to smoke while driving the vehicles. No other person except the driver shall be permitted in the vehicle while transporting the guests.
- x)** The contractor will ensure that all necessary documents (Registration Certificate, Valid Insurance, Permit, Pollution Control Certificate etc.) are in the personal custody of the licensed drivers.
- xi)** The drivers must observe discipline, etiquette and protocol while performing the duty. They should be in proper uniform and carry a mobile phone in working condition, for this Institute will not pay separate charges. In case of accident, any compensation claims arising out of such accident shall be borne/made



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by the contractor in accordance, with the law which is in force to each or every one of the effected person or their legal heirs depending upon the merits of each individual case. He would also indemnify the Institute for any loss, damage of property or life arising out of negligence of driver or poor maintenance of vehicle. The driver should always remain with the vehicle during entire period of duty. In case of any urgency, the driver may seek permission of the user / Institute.

**xii)** The meter reading would be permitted from garage to garage.

**xiii)** The payment will be made only for those duty slips which have been signed by the officer/staff / guest using the vehicle. It will be responsibility of the taxi driver to get the duty slips signed by the officer / staff /guest on completion of duty. No payment will be made for unsigned duty slips. Duty Slip should be completed in all respect i.e., total run of vehicle and places visited for work in route (if any). The pre-receipted bill shall be submitted in duplicate of hired vehicles, duly supported by the duty slip properly signed by the user / authorized person, and requisite documents; receipt(s) of payment of toll taxes, parking fees etc. on monthly basis. Payment to the Contractor will be made after deduction of TDS as per government norms.

**xiv)** In case condition of vehicles is / are not found to be satisfactory, they shall be returned for immediate replacement. In case no replacement is provided in time, Institute has the right to hire a vehicle from local market and additional cost incurred by the Institute will be borne by the Contractor and same will be deducted from the monthly bill.

**xv)** No request of the contractor towards enhancement of the rates of vehicle fixed, will be entertained by Institute during the currency of the contract period unless market rate of per litre diesel exceeds by more than 15% to that of the rate of per litre diesel on the date of the agreement. In that case initially agreed rates may automatically be revised upwards by an increase of 5% only. While fixing the rates, the revised rate will be rounded off to the nearest multiple rupee only. If fuel price falls below 15% of the quoted price, the same benefit will be passed on to the Institute. Every 15% increase or decrease in fuel price will lead to a corresponding 5% increase or decrease in quoted price. The rate of diesel in Uttarakhand on the date of award of tender is Rs. .... Per litre.

**xvi)** The IIM Kashipur will be under no legal obligation to provide employment to any of the personnel of the contractor after expiry of agreement period and the Department recognizes no employer-employee relationship between the IIM Kashipur and the personnel deployed by the contractor/agency.

**xvii)** Any person who is in Government service or an employee of this IIM Kashipur should not be made partners to the contract by the contractor directly or indirectly in any manner whatsoever.

**xviii)** The contract will be awarded based on the terms and conditions stipulated hereinabove and no other terms and conditions offered by the party will be acceptable.

**xix)** The intending party must own minimum three (03) numbers of commercial vehicles or have contractual arrangement with the actual vehicle owner for providing the taxi services. The maintenance cost, Charges of Petrol/Diesel, road tax, permit fee, passenger tax, Challans, wages of the driver, the overtime of driver etc., are the responsibility of the contractor for which no payment shall be made by IIM Kashipur.



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**xx)** Toll tax, Parking charges, Border tax, GST etc. shall be reimbursed by the Institute against the production of documentary evidence. However, no Permit fee/ Passenger tax/ road tax etc. shall be paid by IIM Kashipur. Hill Area approved government rates will be applicable if the vehicles are required for travelling in Hill Areas only.

**xxi)** All vehicles provided for the duty should have commercial license. The party will be liable to a penalty of a minimum of Rs. 500/- per instance for any service lapse apart from viewing such a lapse towards 'unsatisfactory service'.

**xxii)** The rates shall be quoted in enclosed **RATE BID - Annexure-II**. The details of vehicle under firm's ownership /services to be provided as per - **Annexure-I**.

**xxiii)** The requirement indicated is only approximation for rough idea. No guarantee of business can be given based on the same. IIM Kashipur reserves the right to cancel the tender at any time without assigning any reason.

2. The Contractor shall not appoint any sub-Contractor to carry out any obligations under the contract or sub- let the contract.

(a) Any one or more the following action/commission/omission are likely to cause summarily rejection of tender:

- i. Any bid received late without conclusive proof that it was delivered before the specified closing time.
- ii. Any bid received unsealed or improperly sealed or Any conditional bid
- iii. Any bid in which rates have not been quoted in accordance with specified formats/details as specified in the Bid Documents
- iv. Any effort by a bidder to influence the IIM Kashipur in the bid evaluation, bid evaluation, bid comparison or contract award decision.

(b) The successful contractor should execute a Contract on non-judicial stamp Rs. 100/-, incorporating the various terms and conditions. In the event of bidder backing out before actual award of execution of Contract, such bidder will be liable to forfeit the EMD. The decision of the Hon'ble Director of IIM Kashipur will be final in all respect and will be acceptable to all the tenderers.

(c) The IIM Kashipur reserves the right to accept / reject / select more than one Contractor and to annul the bidding process of any or all bids at any time prior to award of contract without thereby incurring any liability to the affected bidders.

3. Non-disclosure of Contract documents: Except with the written consent of IIM Kashipur, other party shall not disclose or share any contract/ provision, specification, plan, design, pattern, sample or information about the institute thereof to any third party.

4. Termination:

(i) This Agreement may be terminated in whole or in part, by either Party in the event of a material breach by a Party that is not cured within thirty (30) days of a notice from the non-breaching Party.



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(ii) This Agreement may be terminated in whole or in part, by a Party for convenience, on ninety (90) days prior written notice to the other Party.

(iii) In addition to the above, either Party may terminate this Agreement if the other Party (a) admits in writing its inability to pay its debts generally as they become due, or (b) makes an assignment for the benefit of its creditors, or (c) institutes or consents to the filing of a petition in bankruptcy, whether for reorganization or liquidation, under federal or similar applicable state laws, or (d) is adjudged bankrupt or insolvent by a court having jurisdiction, then in any of such events, the other Party may, by written notice, immediately terminate this Agreement, without further liability to the other Party, except to produce or pay all accrued payments.

5. **Notices:** All notices, requests, demands or communications required hereunder shall be in writing inclusive of electronic means as recognized by IT Act 2000 (including any statutory modifications thereof ) and shall be deemed to have been given or made (a) if by mail when deposited in the mail by certified mail, postage prepaid return receipt, requested at its address set forth on the signature pages hereto (b) if by telecopy when sent by used telecopy to the telecopy number set forth on the signature page hereto provided. Either Party may change its address or telecopy number for notice, by providing notice to the other Party of such change in the manner and within such time as provided herein.

6. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original but all such counter parts shall together constitute but one and the same agreement.

7. **Non-Solicitation:** During the term of the Agreement and for a period of one (1) year thereafter, neither Party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee/s or subcontractor/s of the other Party, or aid any third person to do so, without the specific written consent of the other Party. For the avoidance of doubt, this restriction applies only to those employees who are connected with the Services performed under this Agreement. The clause does not prevent hiring based on responses by employees to public advertisement on any media that are not specifically targeted at the other Party's employees.

8. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

9. **Force Majeure:** Neither Party shall be liable for damages for any delay or failure to perform its obligations hereunder, if such delay or failure is due to causes beyond its control or without its fault or negligence, including, without limitation, riots, wars, fires, epidemics, lack of human or material resources, quarantine restrictions, unusually severe weather, earthquakes, explosions, acts of god or state or any public enemy, or acts mandated by any applicable laws, regulation or order (whether valid or invalid) of any governmental body. If a force majeure event occurs the affected Party shall inform the other Party promptly and will use reasonable efforts to mitigate adverse effects and to resume performance as soon as practicable. Should the force majeure event extend beyond fifteen (15) days either Party shall have the right to terminate the Contract upon immediate written notice without any penalty or liability. However, the existing liabilities of the Parties and the IIM Kashipur's payment obligations for services successfully performed, provided the same is not affected by a force Majeure event, shall remain and not be affected by the force majeure event.



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10. Confidentiality: Both the Parties hereby undertake that under no circumstances whatsoever they shall disclose any of the Terms of this Contract and all or any Confidential Information belonging to the other party like financial plans, business plans, and others, declared confidential to which they might have access during the association with one another in terms of this Contract, except to the extent that is already in public knowledge/ domain. The Confidential Information as hereinabove detailed shall not be disclosed during the subsistence of this Contract and thereafter for a period of five years from the date of termination of this Contract for whatever reason.

11. Indemnity: The Contractor (Indemnifying Party) shall indemnify, defend and hold harmless the IIM Kashipur (Indemnified Party), its directors, officers and employees from and against any and all losses claims, demands, liabilities (including attorney's fees) that arise from any errors and any act/ commission/ omission on the part of the Indemnifying Party or in connection with any work, obligation, authority delegated to the Indemnifying Party under this Contract.

12. Arbitration: In event of any dispute or difference arising out of or in connection with the Contract including the interpretation of its clauses or any other matter arising out of the Contract between the Parties, the same shall be resolved by mutual discussion and if any dispute or difference arising out of this Contract or interpretation of the Contract or any other matter related to it. If the contract still remains unresolved; it shall be then referred to the Sole Arbitrator who shall be appointed by the Director, IIM Kashipur alone. And the arbitral proceedings shall be conducted strictly in accordance with the Arbitration and Conciliation Act, 1996, as amended up-to-date (including the statutory modifications thereof). The place of conducting Arbitration / seat of Arbitration shall be Kashipur, Uttarakhand and the arbitral proceedings shall be conducted in English language only. The cost of arbitration shall be shared equally by both the parties and the decision/ interim orders passed by the Sole Arbitrator shall be final and binding on both the Parties.

## SECTION- III

### TECHNICAL/ELIGIBILITY CONDITIONS OF THE BIDDER

#### 1. Eligibility Criteria

(a) The Contractor should have a legal status, whether it will be a registered Partnership Firm/Company under Companies Act having legal entity having all statutory licenses/registration for carrying out such activity as well as have registration for tax liabilities GST/income tax others statutory liabilities. (Copy of GST & other licences/registration to be attached)

(b) Average Turn over in last 03 (three) financial years (2019-20, 2020-21 & 2021-22) shall not be less than Twenty Lakhs. (A self-attested original copy of certificate issued by a Chartered Accountant with UDIN No. shall be enclosed).

(c) The bidder must have at least five years' experience of providing similar type of services and should have **executed one service in last three years** period to any of Central/State Government/PSU's. Documentary proofs for the services rendered with such Central/State Government/PSU's with duration of service shall be furnished. (Bidder to furnish relevant documents in support to establish eligibility as part of bid submission. Institute will verify the documents submitted by bidder, if required)





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(d) The EMD is not required to be submitted by those MSE Bidders who are registered as Micro and Small Enterprises (**MSEs**) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department. Exemptions, if any must be supported with legitimate documents.

(e) There should be no criminal case pending with the police against the Proprietor/Firm/Partner or the Company (Agency) and the firm should not be blacklisted by Central Government/State Government/PSU/any other Institutes. The declaration to such state as incorporated in the bid will be assumed for this purpose.

2. **Evaluation Criteria** - The broad guidelines for evaluation of Bids will be as follows:

a. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the NIT, both technically and commercially.

b. The Lowest Bid will be decided upon the lowest price quoted by the bidder as per the Price Format on Annexure-II:

c. The rate contract will be awarded to the overall L-1 bidder for the services. The value of Total cost (inclusive of all taxes) will be ascertained for determination of L-1 vendor.

d. All the rates quoted should be inclusive of all freight charges / taxes.

**Signature of Authorized signatory of the company with Seal**



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**ANNEXURE – I**

## **INDIAN INSTITUTE OF MANAGEMENT KASHIPUR**

Please provide the details of the commercial vehicles under your procession in the following format.

<b>Sl. No.</b>	<b>Vehicle Name</b>	<b>Model</b>	<b>Make</b>	<b>AC / NON - AC</b>	<b>Commercial Registration No.</b>	<b>Kms as on Date</b>

### **Declaration by the Tenderer:**

(i) This is to certify that I/We before signing this financial bid have read and fully understood all the terms and conditions attached and undertake myself/ourselves to abide by them. The General Terms & Condition are part of the Tender. I/We have tendered our best rates as per rates quoted above in the rate bid and the quoted rates shall remain firm throughout the tenure of the contract. I/We hereby undertake that the firm has not been blacklisted by any government department/PSU and no criminal case is pending against the firm.

**Signature of the Tenderer with Firm's Seal**

**Contact Number:**



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## ANNEXURE-II

### RATE - BID

Sl. No.	Particulars	Local Travel Charges in Delhi or around 80kms				Outstation charges		
		One day's rate (80 km & 08 hrs)	Extra Rate per km beyond 80 kms	Extra Hours rate beyond 08 hrs	Night Charges (including driver's food and stay)	Rate per Kilometre	Night Charges (including driver's food and stay)	Minimum Running limit per day
1.	Swift Dzire, Toyota Etios (Sedan) or Similar Four Seater Vehicle							250 Km
2.	Maruti Ertiga or Similar Six / Seven Seater Vehicle							250 Km
3.	Innova Crysta							250 Km

Note:

- \* If the vehicle is used / booked for 40 kms /4 hrs, the rate will be half of the full day charges.
- \*Local charges- Only one : From extra Kilometre or extra Hour rate will be payable (whichever is higher).
- \*Night Charges will start from after 11:00 PM and before 5:00 AM.
- \*Kilometre calculation: The meter reading would be permitted from garage to garage.
- \*Toll Tax, Parking Charges, Border Tax and GST etc. as applicable will be paid extra against receipts.
- \* Inclusion of Any other vehicle in the rate contract may be considered on mutual consent basis by both the parties in writing.

I accept all terms & conditions of the tender.

Date:

Signature of Tenderer with Seal