

No. 7(27)/2006-NMCC
Government of India
National Manufacturing Competitiveness Council
Ministry of Commerce & Industry

Vigyan Bhavan Annexe, New Delhi -110011.

Dated: the 12th May, 2006.

Subject: Annual Rate Contract for Hiring of DLY Taxis / Cars on Monthly/ Daily basis.

The National Manufacturing Competitiveness Council (NMCC), an autonomous body under the administrative control of Ministry of Commerce & Industry propose to enter into a rate contract initially for one year with reputed transporters/tourist taxi service companies for hiring the following types of DLY (Tourist Taxi) cars on monthly as well as daily basis: -

- (i) Air-conditioned Ambassador/Tata Indica
- (ii) Non-air-conditioned Ambassador/Tata Indica
- (iii) Esteem (Air Conditioned)

2. The due date to receive and opening date of the quotations for the same is as under: -

Due date and time	:	24-5-2006 at 1100 Hrs
Opening date and time	:	24-5-2006 at 1200 Hrs

3. In case you are interested, please send your competitive offers along with terms and conditions as given at Annexure-I & II to this tender notice (duly signed) in a sealed cover addressed to the Chief (Joint Secretary), NMCC, Room No.227, Vigyan Bhavan Annexe, New Delhi on or before the given date/time. Bids received thereafter will not be entertained.

4. **Rates should be quoted separately for Petrol, Diesel and CNG Cars.**

5. NMCC reserves the right to reject any quotation without assigning any reason thereof. No correspondence or representation shall be entertained on this account.

(S.S. MADAN)
Deputy Chief
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To

Terms & Conditions

The rates should be on monthly basis as well as daily basis, (80 kms for 10 hours per day), extra per Hours and extra per km , on the following terms and conditions: -

Vehicle:

1. The vehicle deployed would have comprehensive insurance cover inclusive passenger's injury.
2. During the contract period, if the vehicle is seized/ detailed/ impounded by the Police/Transport Authority for any reason whatsoever, it would be at sole risk/expenditure/responsibility of the contractor.
3. All expenses related to fuel, repairs & maintenance, driver emoluments etc. shall be borne by the Transporter.
4. **Vehicle should be of model 2006 or 2005** and full road fitness/worthy, free from dents and in presentable condition with good upholstery.
5. The Contractor shall provide alternate vehicle with driver when it breaks down, or taken repairs, maintenance etc.
6. In case the vehicle is to be discontinued during the month, the bill be paid on actual basis, as per terms & conditions.

Termination of contract:

- (i) If Contractor's service is not found satisfactory, or the Contractor violates any of the terms & conditions of the contract, the Council shall have the right to terminate the contract by giving 2 days' notice to the Contractor in writing.
- (ii) For any reason, if Contractor wishes to withdraw the vehicle or terminate the contract, he will have to give at least 10 clear working days' Notice in writing to the Council before doing so. In case of violation of the same the Council shall recover the amount equivalent to 10 days' rent on pro-rata basis from Contractors' bill or any dues pending with the Council.

Driver:

1. The driver deputed with the vehicle should bear good moral character duly verified from appropriate Government Authorities. He should be well behaved, neatly unified and **in possession of valid driving license** and other requisite documents of the vehicle **and mobile telephone**.
2. The driver shall report to the officer authorized to use the vehicle as per requirement.
3. The owner shall provide substitute driver in case the deputed driver takes leave/does not report for duty or is absent from the duty for any reason whatsoever.
4. In the event of any complaint against the driver relating to his performance, character etc. the Council shall bring the same to the knowledge of Contractor, who shall be bound in such an event to provide a suitable alternative and vicariously liable.
5. The driver shall maintain the Log book as per rules of NMCC and get it signed from the Officer authorized to use the vehicle or his personal staff on day to day basis which shall further be inspected by the competent authority.
6. **The rates quoted should be exclusive of all taxes. TDS, as applicable, shall be deducted at source.**

General Terms & Conditions

1. **The bidder should have at least 3 (three) years experience in similar nature preferably with Government/Public Sector or reputed Private Sector Companies/firms.**
2. The bidder should submit Satisfactory Certificate for similar services from two Govt. Companies / Agencies / Firms.
3. **The bidder should have at least 10 (ten) cars of model 2005 / 2006 registered as DLY taxis to the extent possible in the name of proprietor/ company/ partners/firm/director.**
4. The bidder should submit last 2 (two) years Income Tax Return.
5. The bidder should send copy of partnership deed/registration certificate of the firm.
6. The bidder should send copy of Service Tax Registration Certificate.
7. **Award of Contract:**
NMCC shall not be bound to accept the lowest or any tender and reserves to itself the right to accept or reject any bid or to accept whole or a portion of tender, as it may deem fit, without assigning any reason thereof and without incurring any liability to the affected bidder(s) for the action of NMCC.
8. **Terms of Payment:**
 - (i) The payment shall be made within 30 working days from the date of receipt of bill in the Council.
 - (ii) The bill in triplicate along with duty slips duly signed and stamped by the user of the vehicle or his representatives should be sent to the Council for payment by the 5th of the following month. However, the triplicate copy of the bill will be returned to the Contractor duly receipted. In case, the bills are not submitted to NMCC as per above schedule, NMCC will not take any responsibility for delay in payment. Further, bills relating to a particular vehicle are required to be submitted in one batch monthly basis in chronological order (1st of the month to last date of the month) and will not be mixed up with the bills pertaining to other vehicle. In other words, the vehicle-wise bills are required to be sent to NMCC for payment.

It should be ensured that there is no overwriting in the duty slips. In no case, duty slip without signature will be accepted for payment and if it is found so, the amount will be disallowed.

9. **Duration/Period of Contract:**

Normally contract will be awarded for 1 (one) year. However, extension for the next year/part thereof will be considered keeping in view the various factors, such as prevailing market price, satisfactory performance of the firm.

10. **Termination of Contract**

- (i) In case of any default by the Contractor and in any of the terms & conditions (whether General or Special), NMCC may without prejudice to any other right/remedy which shall have accrued or shall accrue thereafter, terminate the contract, in whole or in part, by giving 2 clear working days notice in writing to the Contractor.
- (ii) All instructions, notices and communications etc. under the contract given in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post, these would have been delivered to the contractor.

Notwithstanding anything contained herein, NMCC also reserves the right to terminate the contract at any time or stage during the period of contract, by giving two days notice in writing without assigning any reason and without incurring any financial liability whatsoever to the Contractor.

11 **Insurance**

The Insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948 shall be taken by the Contractor. The Contractor shall arrange necessary insurance cover for any persons deployed by him even for short duration. NMCC shall not entertain any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on NMCC, the same shall be reimbursed /indemnified by the Contractor.

12. **Penalty Clause:**

- (i) If the vehicle provided by the Contractor is found not to be in good condition or without proper document, the vehicle may be rejected and sent back. No payment shall be made on account of car so rejected.
- (ii) If the interior of the vehicle is not in good condition, 5% deduction from the bills shall be done.
- (iii) In case of non reporting / refusing to provide the requisite car, the same shall be hired from any other source(s) at the risk and cost of the contractor, besides any other penal action which may be even termination of Contract.
- (iv) NMCC reserves the right to get the meter calibrated or checked at any time at its sole discretion and in the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action as decided by NMCC, which may even lead to termination of Contract.

- (v) The tempering of meter reading, vehicle usage timings, overwriting of log sheet and **misbehaviour of driver** shall be viewed seriously, leading to even cancellation of contract

13. **Price Revision:**

The rates quoted by the party shall be firm during the currency of contract except for price variation due to increase/ decrease in the price of petrol/CNG/Diesel to be done per km of actual travel as per the following formula: -

Increase/Decrease in rates per km for petrol/CNG driven car

$$\frac{\text{= Revised rate of Petrol/CNG/Diesel - Previous rate of Petrol/CNG/Diesel}}{9 \text{ Kms in case of AC and } 12 \text{ Kms in case of Non-AC Car}}$$

14. **Insurance:**

The provided vehicle must be fully and comprehensively insured covering the risk to the driver and all passengers also.

15. **Miscellaneous Conditions:**

- (i) Contractor shall be solely responsible for payment of wages/salaries other benefits and allowances to his personnel that might become applicable under any Act or Order of the Govt. NMCC shall have no liability whatsoever in this regard and the Contractor shall indemnify NMCC against any/all claims which may arise under the provisions of various Acts, Government Orders etc.
- (ii) Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff.
- (iii) Parking charges shall be paid extra as per actual by NMCC on production of documentary evidence.
- (iv) One or more than one vehicle depending upon the requirement of the Council can be called at any time during the day and night.
- (v) No advance payment shall be made under any circumstances.
- (vi) The contractor shall be fully responsible for any loss or damage to the vehicle and also liable to pay full compensation for any injury or any other loss to passengers.
- (vii) In case of non-availability of requisitioned car, it will be the responsibility of the Contractor to provide upgraded model like Cielo, Opel Astra (**Model 2004 and onwards**) at the same rates, terms and conditions with prior permission of NMCC.

