

26020/09/2014-Ad (G)
Government of India
Ministry of Steel
(General Administration Division)

Udyog Bhawan, New Delhi
Dated 24th November, 2015

To,
New Yadav Tourist,
Shop No. K-8, Pocket-K,
Near J-Block Govt. School,
Saket, New Delhi-17

Subject: Award of Annual Rate Contract for hiring of vehicles for the use in the Ministry of Steel.
Sir/Madam,

I am directed to refer to your Online Bid No. 118149 dated 16th June, 2015 regarding Award of Annual Rate Contract for hiring of vehicles for the use in the Ministry of Steel for the year 2015-16 and to say that the Competent Authority has accepted the following rates subject to the terms and conditions as mentioned in Annexure-I.

Particulars	Maruti WagonR/ Indica(AC)	Swift Dzire (AC)	Maruti SX4 (AC)	Toyota Etios (AC)	Toyota Innova (AC)
Fixed monthly charges for 7days a week (2400 kms per month and 300 hrs per month)	33400	38400	44400	38400	54900
Charges for extra Km. beyond the limit of 2400 kms per month	10	12	16	12	16
Charges for extra Hr. beyond the limit of 300 hrs per month	40	60	60	60	60
Fixed monthly charges for 7days a week (2000 kms per month and 250 hrs per month)	32400	37400	43400	37400	53900
Charges for extra Km. beyond the limit of 2000 kms per month	10	12	16	12	16
Charges for extra Hr. beyond the limit of 300 hrs per month	40	60	60	60	60
Full day (80 kms and 10 hrs)	1050	1225	1590	1290	1540
Half day (40 kms and 5 hrs)	750	900	1000	900	1200
Charges for extra km for hiring on daily basis	10	12	16	12	15
Charges for extra hrs for hiring on daily basis	40	50	60	50	60

2. The period of Annual Rate Contract (ARC) will be valid for one year with effect from 01.12.2015. This period may be further extended as per the requirement of the Ministry for a period of six months or may be curtailed terminated before expiry of this period.

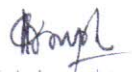
3. The Annual Rate Contract (ARC) will be made effective only after receiving your acceptance of terms and conditions of Annual Rate Contract (ARC) and deposit of Performance Security of Rs.1,50,000/- (One Lakh Fifty thousand only) by way of Fixed Deposit (FD).

4. This issues with the concurrence of Internal Finance Division (IFD) vide their Dairy No. 2015/101 dated 17.11.2015.

Encl: As above

Handwritten notes:
New
Nagark
For New Year
To be
29/11/15
8447673282

Yours faithfully,



(C.A. Joseph)

Under Secretary to the Govt. of India
23061243

Copy to:

1. NIC, Ministry of Steel (with request to upload it on the website of the Ministry of Steel)
2. Internal Finance Division (IFD), Ministry of Steel
3. Pay and Accounts Office, Ministry of Steel

TERMS AND CONDITION

(1). **General Conditions & Scope of work**

1. The award of contract will be valid for a period of one year from the date of finalization. The period may be further extended for a period of six months or may be curtailed/terminated before the expiry of one year period owing to deficiency in service after giving one week notice to the selected firms.

2. At times, Ministry of Steel may need additional number of vehicles on specific days in connection with conference/meetings. The firm should be responsible to arrange for additional demand of vehicles by making necessary tie ups at their end and such additional vehicles should be supplied on same rates and conditions at any time, even at short notice (say in 30 minutes notice). The firm must have a 24 hrs working telephone system so that the cars can be requisitioned, if required, on short notice also.

3. The awardee has to provide vehicles at Ministry of Steel and/or residential addresses of officers of this Ministry located in Delhi and NCR.

4. The vehicles supplied by the firm may be required to ply in NCR areas, such as NOIDA, Ghaziabad, Gurgaon, Faridabad, etc. and, therefore, vehicle supplied should have permit to run in all such areas. The vehicles provided to the Ministry of Steel should fulfill the norms prescribed by the Government of NCT of Delhi, Department of Transport for hired vehicles. CNG vehicles should be preferred.

5. Vehicles engaged on monthly basis will be attached with senior officers and they should NOT be changed. The driver for the vehicle should also be deployed on regular basis and not be changed without prior notice or until complaint made by user/Ministry of Steel

6. The driver should possess valid driving license from the appropriate authority and also should have experience of at least 5 years driving.

7. The drivers deployed by the firm should have mobile phones so that they could be contacted any time. Age of the drivers must be between 25 to 55 years.

8. The driver should be in proper uniform and well trained to behave with senior officers, courteous and should be punctual and conversant with the traffic/regulations and roads/routes in Delhi and surrounding localities.

9. No compromise will be made by the Ministry towards punctuality, cleanliness, obedience, and behavior of the drivers deployed by the agency.

10. The Character verification/ antecedents check of drivers by local police should be got done by the firm and report submitted to this Ministry before deploying them on duty. The driver must be at least 12th pass.

11. The daily record indicating time and mileage for each vehicle shall be maintained in a Log Sheet. The driver must obtain signature of the end user or his personal staff (PA/PS/PPS on regular basis).

12. The firm will have to abide by labour laws of Govt of NCT of Delhi. Minimum wages as per rule including payment of EPF/ESIC account of driver be provided by successful bidder. Mandatory four leaves in a month has to be provided to drivers. Alternate arrangement of driver has to be made when driver is proceeding on leave.

13. No mileage will be allowed to drivers for lunch/breakfast for filling of petrol/diesel.

Ramp

14. Billing will start and end from office premises or designated place, whichever is less and not from the taxi stand i.e. counting of distance will be from the starting point of the user and closing at the point where the user completes his/her journey. If the user terminates/ends his/her journey beyond 10 KM from Udyog Bhawan, distance may be calculated upto Udyog Bhawan or garage, whichever is less.
15. All vehicles must report to the Section Officer (Admn. Genl) Ministry of Steel or the end user as the case may be, on requisition, where meter reading will be noted and then proceed to the destination on all days except Sundays or Holidays. On Sundays and Holidays, the vehicle may directly report to the user where meter reading should be got noted by the user. No vehicle shall be in the name of any Employee or close relative of Ministry of Steel.
16. No night charges will be payable. For extra charges, either extra KM or extra hour should be taken into consideration on a particular hour and both at the same time.
17. No advance payment will be made by the Ministry of Steel. The billing will be done on a monthly basis and the bill should be submitted by the firm by the first week of the following month.
18. In case a vehicle is requisitioned and the same does not reach at the required time and place, Ministry of Steel will be free to call another vehicle from the open market and the expenses on this account will be deducted from the pending Bills/security, etc
19. Toll tax, Entry tax, permit fee for crossing border, if any, parking charges will be borne by Ministry of Steel, for which the original receipt should be verified by concern officer. The bill raised by the firm shall have all tax registration numbers printer on the bills. The typed bill should be submitted to Admin General Division (Room No -64), Ministry of Steel.
20. In case condition of a vehicle is not found to be satisfactory or break-down of the vehicle or non-availability of driver, the firm must provide replacement immediately at its own cost. No payment will be made for cars found in unacceptable state/condition.
21. Rates of hiring the vehicles will be fixed during period of contract and no request for revision of rates will be entertained under any circumstances.
22. All the charges towards repair/servicing, perks and allowances of the Driver, fuel expenses, insurance of the vehicle and any other incidental expenses on operations & maintenance of the hired car would be borne by the firm.
23. **Payment will be made through ECS only to the account of the firm on submission of pre receipted typed bill in triplicate. No cash/cheque payment will be made by Ministry of Steel. Firm has to provide bank details along with technical bids.**
24. This Ministry will not be responsible for any challan, loss, damage or accident to the vehicle and/or any other vehicle and/or injury. The car would be insured in all respects by the firm. The firm shall be liable for any prosecution in the event of any accident or challan/injuries and shall bear all the costs and consequences of prosecution of any type resulting from the violation of the Rules/Law of the Motor Vehicles Act in force.
25. All liabilities, arising out of any legal dispute, accidents, etc. shall be borne/ paid by the firm and the Ministry of Steel shall not be liable in any manner whatsoever. The firm will bear all the financial implications due to accident to the vehicle, or injury to driver and/or passenger.

[Handwritten Signature]

26. In the event of the contractor backing out of the contract midstream without any explicit consent of the Ministry of Steel he will be liable to the recovery of the higher rates vis-a-vis those contracted rates, which may have to be incurred by this Ministry on transportation of officer for the balance period of contract from performance security. The bill amount of the month would also be forfeited and even pending bills will be adjusted against expenses made by Ministry on additional transportation cost due to contractors backing out in between the contract period.

27. The firm shall comply with all statutory enactments/provisions in relation to services offered by them. Compensation and connected expenses, whatsoever, in case of any casualty (unforeseen) shall be borne/paid by the firm.

28. Jurisdiction for legal disputes, if any, arising during the currency of the contract will be Delhi courts only.

29. Vehicle supplied by the firm will be regularly inspected by nominated Officers for the purpose and in case of non-compliance of any of the conditions; if brought to the notice by the user or the inspecting Officer, a penalty on each fault will be imposed as per schedule of penalty at Annexure-III. However, if lapses are noted for three consequent times in a row, the contract would be cancelled immediately. This is without prejudice to other stipulated terms and conditions mentioned in the contract and performance security amount of Rs.1,50,000/- (Rupees One Lac Fifty thousand only) will be forfeited.

30. In event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary, Ministry of Steel. The provisions of Arbitration and conciliation Act, 1996 (No 26 of 1996) shall be applicable to the arbitration. The venue of such arbitration shall be at Delhi or any other place, as may be decided by the arbitrator. The expense of arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

31. Pending the submission of and/or a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this agreement without prejudice to a final adjustment in accordance with such award.

32. If the firm, at any point of time during official duty, fails to perform duties, as directed by Ministry, the Security Deposit will be forfeited and contract will cancelled forthwith without any notice by the Ministry.



(C.A. Joseph)

Under Secretary to the Govt. of India.

Tele No. 2306124

उद्योग विभाग
Secretary
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Udyog Bhawan, New Delhi-110011