## No. D-26016/3/2015-GA Government of India Ministry of Heavy Industries & Public Enterprises Department of Heavy Industry GA Section

Udyog Bhavan, New Delhi.
Dated the 08.03.2017.

To

M/s. Victoria Car Rental Pvt. Ltd. CG 3 RG Complex, Motia Khan, Paharganj, Delhi - 110055

Subject:

Annual Contract for hiring of private vehicles for official use in Department of Heavy Industry-reg.

Sir,

I am directed to refer to bidder No. 507067 submitted on 11.01.2017 on the subject cited above and to say that this Department has decided to award annual contract to you for hiring of Private vehicles under the category of daily basis as per rates mentioned below for a period of one year from the date of receiving your acceptance:

(Amount in Rupees) Description of Car Per day duty with 100 Rates for Rates for KMs, and 10 Hrs. Extra Extra Hour Km. 4 Indica/Wagon-R, 1100/-10/-50/-Desire/ Accent or equivalent 1250/-12/-60/-Maruti SX4/ Ciaz. 1699/-16/-75/-Honda City, Innova, Mahindra SUV

- 2. The terms and conditions of the contract will be as under:
- 1) The contract will be initially for one year and extendable up to a maximum three years but can be terminated at any time without assigning any reason if the services are not satisfactory.
- 2) For the purpose of calculation of time and distance (Km), beginning and ending at the Department of Heavy Industry located at Udyog Bhawan, Rafi Marg, New Delhi will be the point for calculation of Kms/hours. Kilometers considered and time of duty for payment will be to and from Udyog Bhawan premises.
- 3) The vehicles deputed should carry all relevant documents, as per legal requirement, duly updated.
- 4) No advance payment is payable by the Ministry or the officers travelling in such vehicles. The payment will be made only for those log books and duty slips which have been signed by the officer/staff using the vehicle. It will be the responsibility of the taxi driver to get the log book entries indicating start kilometers, end kilometer, distance covered, time from Ministry, places visited etc. for each occasion of journey signed by the officer/staff travelling and duty slips signed by the officer/ staff on a day to day basis.

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- 5) The Department is liable to pay the hiring charges, toll tax, entry tax, permit fee for crossing border, if any, and parking charges only. All other liability, being the owner of taxies shall be borne by the contractor.
- 6) The number of vehicles along with the Registration number & year of model operated by the firm duly self attested may be provided with the acceptance.
- 7) The vehicles to be provided to this Department should not be more than three years old as on the date of publishing tender and should be well maintained and excellent running condition to the satisfaction of the user in the Department.
- 8) The Department reserves the right to obtain the service from other sources.
- 9) The approved rates will not be changed during the currency of the contract.
- 10) The service provider will not be entitled to claim any compensation against termination of contract. However, while terminating the contract, if any payment is due to the contractor for services already performed in terms of the contract, the same would be paid to it as per the contract terms. In case of any dispute, the decision of the department shall be final. The disputes, if any, arising out of this contract will be subjected to the jurisdiction of the courts in Delhi only.
- 11) The Department shall not be responsible for damages of any kind for any mishap/accident/injury caused to the car(s)/driver(s) while performing the duty for this office. All liabilities legal or monetary shall be borne by the firm.
- 12) The contractor shall have to comply with the relevant laws and rules issued from time to time relating to the business and pay due taxes to the concerned government agencies. The Department will not be responsible for any lapse on the part of contractor during or after the expiry of the contract.
- 13) It is expected that the same vehicle(s) with same driver(s) should be deputed for the regular duties.
- 14) The firms would ensure that the drivers employed have valid driving license and carry the necessary registration papers, security check verified and should be educated and properly behaved. The drivers should wear proper uniform and be provided with mobile phones at the cost of the contractor. The drivers should have sufficient experience and be well conversant with the routes in Delhi. It will be the responsibility of the taxi driver to get the duty slips and log book entries indicating start kilometer, end kilometer, distance covered and time from Department of Heavy industry to places visited etc. for each occasion of journey, signed by the officer/staff travelling on a day to day basis. No payment will be made without the production of the duty slip.
- 15) The firm should have adequate number of telephones for contact round the clock. The Department can request for the vehicle at short notice and firm shall provide the vehicle within such time on receipt of the Department's request in writing /over phone failing which the Department is at liberty to make alternative arrangement for hiring of vehicle at the risk and cost of the firm.
- 16) The car and the driver deployed with an officer will not be changed except with the prior consent of the user officer.
- 17) The firm shall comply with all statutory enactments/provisions in relating to service offered by them.
- 18) The vehicle should be made available to the department within 30 minutes of the receipt of the call.
- 19) In the case of breakdown of any vehicle, the agency should be able to provide another vehicle within 30 minutes.
- 20) If the duty is not attended to, <u>an amount of Rs. 1000/- per day</u> will be deducted from the subsequent bill of your agency as a penalty.
- 21) Additional penalty can be imposed if the contractor violates any of the terms & conditions of the contract.
- 22) The invoice/bill of your agency should be issued as per the procedure prescribed by the Central Excise Department.

Any tax apart from service tax payable to any government agency on the vehicles provided to the Department should be duly paid by your firm.

An amount of Rs.2.00 lakh (Rs. Two lakh only) in advance as security deposit in the form of FDR valid upto two years in favour of DDO, Department of Heavy Industry to be retained in the Department during the currency of the contract.

In case of violation of the above terms the contract will be cancelled and the security

deposit would be forfeited.

You are requested to send your acceptance about the above rates, terms and conditions to the undersigned within three days of receipt of this letter along with performance security deposit of Rs. 2.00 lakh (Rupees Two Lakh only) in the form FDR in favour of DDO, Department of Heavy Industry.

Yours faithfully

Under Secretary to the Govt. of India Tele: 2306 1106