

Tender Document for Hiring of car on Monthly Basis at MMTC Limited, Regional Office, Bhubaneswar-751007

TENDER DOCUMENT SUBMISSION DUE DATE : 29/06/2017, 11.30 HOURS
TENDER OPENING DATE : 19/07/2017, 15.00 HOURS

This Tender Document contains 6 sheets (To be signed by bidder on each page) as below

(j)	Covering letter:	1 sheet
(ii)	Section 1 ô General terms:	2 sheets
(iii)	Section 2- Scope, Terms & conditions:	2 sheets
(iv)	Section 3 ô Bid format for monthly car :	1 sheet
(v)	Section 4 Bid format for spot booking of car	1 sheet

After filling in the relevant data and with signature / signing on all sheets, the entire bid document should be enclosed in a sealed envelope and super scribed with

- I. ôOffer for providing AC car on monthly basisö and
- II. ôOffer for providing taxi(AC)services as and when required basisö

The sealed envelope should be addressed to:

General Manager
MMTC Limited,
Regional Office,
Saheed Nagar,
Bhubaneswar — 751 0007
Phone: (0674) 254557, Mob: 9937800723

SECTION : 1**GENERAL TERMS**

The offer shall be submitted as a single part in a SEALED ENVELOPE and prominently super scribed with "Offer for providing car with driver on monthly basis" and "Offer for providing taxi(AC)services as and when required basis" due date as mentioned in the covering letter. Driver should have valid driving license and copy of driving license to be given at the time of engagement. Each page of tender documents must be signed and stamped by the bidder.

The bidder is requested to carefully and thoroughly read the instructions. *The bidder may Officer in-charge(Administration) or visit MMTC Office for any clarification relating to any terms of the tender before submitting the offer.*

Type of car: AC car of any company /Sedan having CC limit 1300cc or more. The model should not be older than June, 2015 and running not more than 20,000kms.)The car should be free from any accident record/police case. Also indicate whether having Taxi permit (Yes or No), if yes, please indicate type of permit.

Payment terms: Payment will be made from Head quarters (Regional Office, Bhubaneswar) within 15 days from the date of receipt of bill along with log book entries as certified by officer in-charge (Administration),MMTC, RO, Bhubaneswar.

Payment can be released by EFT (Electronic Fund Transfer). The Contractor shall confirm his acceptance for this arrangement of payment as per point no. 3 of "Notes under Section 3 "Bid Format".

TDS deductible:

TDS will be deductible from my monthly bills at the rate of 2% from firms and 1% from individual (this may be increase or decrease as per Income Tax rule at the time of payment of monthly bills .TDS certificate for the year will be issued as per Income Tax rule.

For this purpose contractor/individual shall furnish photo copy of PAN card issued by Income Tax Department, otherwise TDS@20% will be deducted as per Income Tax rule. Service tax as applicable may be borne by MMTC.

Sub Contract: The contractor shall not sublet any portion of the contract without written permission of MMTC's representative.

Arbitration: Except if otherwise provided for in the contract all questions and disputes relating to the specification, instructions, and orders of the execution or failure to execute the same whether arising during the tenure of contract or on completion shall be referred to the sole arbitration by the arbitrator to be appointed by the General Manager, MMTC Limited, Bhubaneswar.

Validity: The offer submitted by the contractor shall remain valid for acceptance for a period of 45 days from the date set for opening of tender.

Signature of the Firm/Individual

Scope of work and acceptance of Terms and conditions: The contractor shall himself obtain all necessary information on local conditions and factors, which may influence or affect his offer. It must be understood and agreed that such factors have been investigated and considered while submitting the offer. Neither any change in the time schedule of the contract nor any financial adjustment arising thereof shall be permitted by MMTC, which are based on the lack of such dear information or its effect of the cost of the works to the contractor. Submission of offer by the contractor implies that he has read all the tender conditions and has made himself aware of

- the scope of work
- Specification of the work to be done
- Local conditions
- Other factors bearing on the execution of work.

Firm price : The rate quoted shall be firm throughout the tenure of the contract and shall be inclusive of all applicable taxes as may be applicable and MMTC, Bhubaneswar shall entertain no claim, whatsoever, on this account. However, Service Tax will be borne by MMTC. Regarding taxes, GST rules will be applicable, if implemented from 1ST July 2017 or else present service taxes rule will be applicable till GST is implemented.

Validity and termination of the contract: The contract shall be valid initially for a period of **TWENTY FOUR months** from the date of award which can be extended further on same terms and conditions based on site requirement. The contract may be terminated by MMTC by giving one month's notice and no compensation shall be paid for remaining period of the contract period.

Maintenance of car: Two days per month shall be allowed for maintenance purpose. Maintenance of car shall be undertaken on any Saturday or Sunday. In such a case the contractor shall arrange an alternate car.

Signature of the Firm/Individual

SECTION 2:**Scope and Terms & conditions**

1. The car will ply in the vicinity of Bhubaneswar including Cuttack and Puri and no outstation charges will be paid for these places. However the car may be taken to anywhere in and outside Odisha.
2. The car will normally be deployed for 12 hrs a day from 8-10 AM in the morning to 8-10 PM in the evening as per the requirement.
3. The car will be use for transporting men and material both.
4. The car deployed should have standard tools, first aid kit and stepny in healthy condition. The car will be maintained clean both inside & outside on a daily basis.
5. Kilometre reading meter of the car shall be in healthy condition. Defective meter shall be set right within 24 hours failing which a deduction of Rs.100.00 per day shall be effected.
6. Toll / Border Tax / Parking charges will be reimbursed by MMTC upon production of documentary evidence.
7. In case of non-availability of car for minor/major breakdown an alternative car shall be arranged for maximum of seven days for minor breakdown and about fifteen days for major breakdown. If the alternative arrangement is continued beyond fifteen days, MMTC reserves the right to terminate the contract and impose penalty of one month rental charges from the contractor. The alternate car provided in these conditions shall be of model not earlier than to existing one.
8. The contractor has to pay minimum wages to the driver/s as per the Government notification considering driver as a skilled labour and this will be responsibility of the contractor.
9. The contractor shall submit the insurance and LOCAL REGISTRATION of the car after the receipt of work order.
7. All expenses towards salary of driver/s. repair & maintenance, engine oil. damages due to accident, comprehensive insurance, road tax, or any other renewals, etc. shall have to be met by the owner of car.
8. The driver/s so deployed must have the valid driving license. Driver/s so employed should not be under the influence of liquor or intoxicated during the duty hours.
9. Refusal to perform duty by the driver/s will be treated as non-deployment of the car for that particular day and deduction at the rate of three times per day rental charges will be recovered. The decision of MMTC's representative will be final for affecting such penalty after evaluating the merit of such incidence.

Signature of the Firm/Individual

10. In case of misbehaviour by the driver/s. the contractor has to take immediate action and the decision of MMTC's representative in this regard will be final and binding.
11. Should the car deployed meet with an accident, no claim on account of damage to the car or the persons travelling in such car including the employees of the contractor, driver/s cleaner of the car shall be entertained by the company.
12. Should the car be deployed by the contractor meet with an accident due to reasons attributable to the contractor or his employees and cause damage to the persons/property of the company, the contractor shall be liable to make good such losses in the manner as prescribed by the company.
14. The company shall further be entitled to recover the amount so paid by way of compensation under the aforesaid act or under any other law by deducting the sum from bill or from any other sum due to him.
15. The bill along with log book/trip sheet and any other document/s as required by MMTC's representative will be submitted to MMTC on completion of a month.
16. The bid is to be submitted with covering letter in the contractor's letter head.
17. The following policies shall form the part of the agreement.

17 (I) Fraud Prevention Policy ;

Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vender(s): The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/provisions as laid down in "Fraud Prevention Policy" of MMTC (Full text of which is available on MMTC's website at <http://mmtclimited.com> during their participation in the tender process, during the execution of Contract and in any other transaction with MMTC.

- a. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not, directly or through any other person or firm offer, promise or give or otherwise allow any of MMTC's employee(s) any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind, whatsoever, during the tender process or during the execution of the Contract.
- b. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not commit or allow any employee of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Contractor(s) /

Buyer(s)/Vender(s) will not use improperly or allow any employee of MMTC, for purpose of competition or personal gain or pass on to others any information or document provided by MMTC as part of the business relationship, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not instigate third person to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

e. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

f. Disqualification from tender process and exclusion from future contracts: If the Bidder(s)/Contractor(s)/Buyer(s)/Vender(s), before award or during execution has committed a transgression through a violation of "Fraud Prevention Policy" of MMTC in any other form such as to put their reliability or credibility, in question, MMTC, other than taking recourse available under law, shall be entitled to disqualify the Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) from undertaking any transaction with MMTC and/or declare the Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) ineligible to be awarded a Contract either indefinitely or for a stated period of time.

(g) Damages: If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to Clause (2), MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value of the amount equivalent Performance Bank Guarantee.

II. Holiday- Listing Clause:

"Notwithstanding anything contained in this agreement, MMTC's policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of Page 6 of 20 the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with the agency(s) in accordance with the policy in force."

- III. Public Procurement Policy for Micro and Small Enterprises(MSEs) order,2012 dated 23rd March 2012 issued by Ministry of Micro, Small and Medium Enterprises Office of Development Commissioner(MSME) shall also be part of this tender and agreement subsequently.
- IV. General Manager will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this tender/agreement. Court of jurisdiction shall be Bhubaneswar.

Signature of the Firm/Individual

**SECTION 3
BID FORMAT**

Name of the Contractor :
 Contact No. :
 Address :
 Type of Taxi Permit : National / State
 Details of car offered :
 PAN No. of the operator :
 PAN card copy attached : YES / NO
 Service Tax Reg. No (if any)

Sl.	Description	Unit	Quoted Rate in Rupees
1	Providing AC car with driver on monthly hire basis with seating capacity of 1+4, running 12 hours per day and monthly running limited to 2000 Kilometres including cost of fuel/mobil etc.	Per Month	
2	Overtime charge beyond 12 hrs of duty	Per hour	
3	Night halt charge	Per night	
4	Charges for extra running beyond 2000 Kilometres per month	Per kilometre	

Note:

- a. Value indicated by the bidder at Sl.No.1 shall be the basis for finalizing the L1 bidder. The lowest quote against Sl.No. 2,3 & 4 shall be acceptable and applicable for the entire contract period.
- b. Service tax amount may be borne by MMTC .Further, TDS will be deductible from monthly bills at the rate of 2% from firms and 1% from individual as per Income Tax rule
- c. I agree to receive payment through EFT to the above mentioned bank a/c number.
- d. I hereby affirm that I have read and understood all the terms and conditions of the tender and agree to abide by the same.
- e. The above offer is valid for a period of 45 days from the tender opening date.

Place:

Date:

Signature of the Firm/Individual

SECTION 4
BID FORMAT

Name of the Contractor :
 Contact No. :
 Address :
 Type of Taxi Permit : National / State
 Details of car offered :
 PAN No. of the operator :
 PAN card copy attached : YES / NO
 Service Tax Reg. No (if any)

Sl.	Description	Indigo	Swift Dezire	Ford Fista/ Logan (Renold)	Travera	Innova	Hondacity
1	Providing taxi(AC) services as and when required basis for local and outstation official use.						
a	Local minimum 4 hrs/40kilometres						
b	Local minimum 8 hrs/80killometres						
c	Extra charges per hour beyond 4 hrs & 8 hrs						
d	Per km charges for extra running beyond 40kms & 80kms						
2(a)	Per km charge for outstation duty						
b	Night halt if any						
c	Waiting /Detention charges per hour at outstation						
3(a)	Air port pick up						
4(a)	Air port drop						

Note:

- 1) Value indicated by the bidder will be the basis for finalizing the L1 bidder.
- 2) GST amount may be borne by MMTC .Further, TDS will be deductible from the bills at the rate of 2% from firms and 1% from individual as per Income Tax rule
- 3) I agree to receive payment through EFT to the above mentioned bank a/c number.
- 4) I hereby affirm that I have read and understood all the terms and conditions of the tender and agree to abide by the same.
- 5) The above offer is valid for a period of 45 days from the tender opening date.

Place:

Date:

Signature of the Firm/Individual