

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT - II), TN & PY**

**LEKHA PARIKSHA BHAVAN, 361, ANNA SALAI, TEYNAMPET, CHENNAI – 600018.**

No. AG (AU II)/OM/I/4-55/20-21/14

Dated: 15.07.2020

To

Taxi operators

Sir,

Sub: - Hiring of Taxi – sealed quotations called for – reg.

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It is proposed to award rate contract for hiring of Taxis during the financial year 2020-21 for local journey on monthly basis, local journey on daily basis, local journey on hourly basis and journey for outstation for different types of vehicles. These Terms & Conditions are not exhaustive. The complete Terms & Conditions will be provided with offer of contract in case your firm is short listed for award of work. While submitting quotation, you are also required to furnish a certificate that the rate offered in quotation is not higher than the rate on which taxi service on hiring basis is being provided in any Govt. office on similar terms and conditions and you have not been debarred by any Govt. offices for such services.

You may quote your competitive rates with the acceptance of Terms and Conditions enclosed. The same may be forwarded addressing 'The Senior Deputy Accountant General (Admn), O/o. the AG(Audit-II) TN & PY, Lekha Pariksha Bhavan, 361, Anna Salai, Chennai – 600 018' super scribed as "Quotation for hiring of taxi" so as to reach on or before 20.07.2020, 5.00 P.M.. Quotations received after due date will not be entertained.

Yours faithfully,

Sd/-

Sr. Audit Officer/OM

Enclosure: 1) Annexure

2) Terms and Conditions

## TERMS AND CONDITIONS

1. The department intends to hire car of model Maruti Swift Desire/Toyota(Etios)/Hyundai Xcent/Honda Amaze of model not older than two years (registration number of year 2018 onwards only) for one year w.e.f. 01.08.2020 to 31.07.2021 on monthly payment basis for monthly mileage of 2000 KMs and monthly duty hours 300 hours inclusive of rates encompassing all consumables, taxes and any other charges required to render the service.
2. The duration of service will normally be 12 hours per day but for the purpose of billing the extra hours will be counted on monthly basis. However, during emergency the service of Inspection Vehicle could be availed during odd hours also (i.e. late night etc.)
3. After determining the successful lowest service provider, the office shall issue a Letter of Acceptance (LOA), in duplicate, to the successful service provider, who will return one copy to the office, duly acknowledged, accepted and signed by the authorized signatory, within Three (3) days of receipt of the same.
4. Revision of rates shall not be entertained during the period of the contract.
5. The office shall not allow any mileage for lunch or otherwise when the vehicle is taken by the driver outside.
6. TDS will be deducted from the payable amount as per income tax rules and GST rules (as applicable) and necessary certificates will be issued on demand.
7. Contract shall be initially entered into for a period of one year and can be extended on the same terms and conditions subject to satisfactory service.
8. The Office reserves right to counter offer price against price quoted by the service provider.
9. Conditional offers or offers with deviations from the conditions of Contract or any other requirements, stipulated in the bid documents are liable to be rejected.
10. In case of failure to comply with the provisions of the terms and conditions mentioned, the office reserves the right to award the contract to the next lowest bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the service providers.
11. The office may terminate the contract if it is found that the service provider is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.
12. Sealed quotation should be submitted in the enclosed Performa (addressed to Establishment Section).
13. Service provider shall ensure that assigned vehicle and driver report as per schedule provided by user department / buyer / individual user. In an event of delay in arrival beyond 15 minutes, user shall have right to hire other taxi services (which may or may not be of similar hired car category). Further, in the event of any break-down, servicing and repairs of vehicles, the service provider at his own cost shall make alternate arrangement by providing similar or higher class of vehicle(s) for which agreement is entered into. The fare charges shall be charged to service provider. Failure to do so will also evoke penalty or possible termination of contract.
14. In case of non-supply of suitable replacement, a penalty of Rs. 2000 per day shall be imposed and deducted from the monthly bill in addition to pro-rata deduction for the days of non-service. Penalty charges @ Rs. 500/- for non adherence of orders etc. on every occasion would be deducted from the bill.
15. The maximum penalty which can be imposed in a month would be limited to the final monthly rate on which agreement would be finalized.
16. Service provider to ensure that all maintenance works related to assigned vehicle shall be carried out in off duty hours.

17. The Service Provider shall not be allowed to sub -let the Contract. The Service Provider can act as an aggregator of vehicles/ individual drivers. However, it is the Service Provider who shall be responsible to the Buyer for the Contract being signed.
18. Police verifications for deployed staff shall be ensured by service provider and its copy must also be enclosed.
19. All attempts shall be made to provide quality services.
20. The Service provider shall have adequate telephone number facilities (mobile) for contact and to take bookings round the clock 24 x 7 (No night charges are payable).
21. The vehicle should have the valid registration number of Tamil Nadu.
22. The vehicle provided by the service provider shall have valid Registration Certificate, full comprehensive insurance to cover third party and occupants, fitness certificate, PUC, permit etc. and any other relevant permits/licenses essentially required by the RTO
23. and any other statutory bodies, and must be revalidated before the expiry of the due date during the tenure of the contract period (A copy of all above documents should also be submitted after award of contract).
24. The service provider shall ensure that the vehicle deployed by him is maintained well, cleaned thoroughly both internally and externally, boot kept clear off dust, rubbish, oil and any personal belongings of the driver.
25. The vehicle shall be equipped with an emergency medical kit and a fire extinguisher.
26. It shall be ensured that all electrical connections including lights (both brake and front), horn, turn indicators, air conditioning (if requested as an add on) and other vehicle systems shall be periodically checked and maintained by service provider to avoid any inconvenience to user departments.
27. The vehicle should not be rented out on non-engagement days.

#### EARNEST MONEY DEPOSIT/BID SECURITY

1. The bids shall be accompanied by an Earnest Money Deposit of Rs.10,000/-(Rupees Ten thousand only) in the form of Bank Guarantee/Demand Draft of any nationalized bank. The validity of the Bank Guarantee/ Demand Draft must be up to 3 (three) months starting from the date of submission of the bids. The Bank Guarantee / Demand Draft shall be in favour of PAO/IAD, Chennai-18, payable at Chennai.
2. Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.
3. The bids without Earnest Money shall be summarily rejected.
4. The bid security (earnest money deposit) may be forfeited:
  - (A) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
  - (B) In case of successful bidder, if the bidder
    - (i) Fails to execute the order in accordance with the terms of the tender document
    - (ii) Fails or refuses to honor his own quoted prices for the services or part thereof.
    - (iii) In such case, the bidder is also liable to be debarred from future tendering.
6. The EMD of the unsuccessful bidders in the bid evaluation stage shall be returned within 10 days after opening of the eligible financial bid.
7. No interest shall be paid on the earnest money deposit.

## DRIVER / STAFF DEPLOYED

The service provider shall be responsible for the acts and deeds of drivers of the vehicles including following -

1. The drivers/staff of the vehicles deployed for user department duties maintain polite & courteous behavior towards department users as well as to other departmental staff. Following may be construed as "Misbehavior" and shall attract penalties as per provisions of the contract. Repeated instances may result in termination of services.
  - a. Denial of duty during standard business hours of 8 am to 8 pm, or business hours as notified by user departments
  - b. Use of abusive language etc.
2. Driver must be provided with a working mobile phone and contact number be provided to user department.
3. In an event that for any reasons the driver changes his contact number during the tenure of the contract then service provider will immediately notify the user department of the above change.
4. The driver shall be reachable at all times during duty hours.
5. Only drivers that possess a valid driving license shall be deployed by service provider (A copy of license should be forwarded after award of contract).
6. Driver should be properly dressed in neat and clean attire.
7. The driver shall not report for duty in an inebriated state or consume alcohol etc. while on duty. In such an event user department shall have full rights to terminate the contract with immediate effect.
8. Any complaint from the users/staff of the user department with respect to their behaviour/uniform will be viewed seriously and it will be brought to the notice of the service provider, who shall take suitable action.
9. The driver should be well versed with the routes and should have a contact number. He should be available in the vehicles during working hours or duration for which the vehicle is engaged.

## STATUTORY LAW & REGULATIONS

1. The hiring charges will be inclusive of fuel cost, lubricants, spare parts, maintenance, salary of the drivers/staff, payment of insurance/road/state taxes/permit/certificates etc.
2. The service provider shall take comprehensive insurance cover with third party unlimited liability risk of the vehicle detailed for the user department requirement. User shall not be liable for any damages whatsoever to public property and /or any third person due to any accident arising out of and in the course of deployment of service provider's vehicle.
3. The service provider shall be solely responsible for any claims by any third party and/or employees of user department traveling in the vehicle for any injuries caused by the driver of the vehicle whether by accident or otherwise.
4. The user department will in no way be responsible for violation of traffic rules and /or infringement of any other law for the time being in force, either by the driver of the vehicle or by the service provider. The driver as well as service provider shall comply with relevant rules and regulations of Motor Vehicles Act and Rules applicable at present or in future during the tenure of the contract and as may be enforced from time to time for which user departments would not be held liable/responsible in any manner what-so-ever. Onus of compliance of all the applicable Laws/Acts/Rules including those under Motor Vehicle Acts/Rules shall rest with the service provider only and user/user departments will not be liable in any manner.
5. The service provider shall be responsible for ensuring compliance with the provisions related to Labour Law [Central/State and specially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour [R&A] Act, Workmen Compensation Act etc. as applicable from time to time. The employees of the service provider shall not be deemed to be employees of the user department hence the compliance of the applicable acts laws will be the sole responsibility of the service provider.

6. The service provider shall be personally responsible for any theft, misconduct and /or disobedience on the part of drivers so provided by him.
7. During the contract period, if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons that will be at the service provider's risk. Also, alternate vehicle of similar or higher category will be provided by Service provider without any extra charges.
8. The cars deployed for duty for the user department shall at no point of time carry any person other than personnel authorized by user department. The service provider has to ensure the safety of passengers by avoiding negligent driving by their drivers such as over speeding, rash driving, and driving vehicle without brakes/defective brakes.
9. Separate duty slip will be maintained for each vehicle, which will be signed by the authorized signatory of the user department. Before each car is allotted for duty, the odometer reading shall be noted down by the driver and subsequent entries for starting time/closing time, places visited etc. for each duty during office hours and after completion of duty, the driver shall again note down the odometer reading and get it checked and signed by the user of the vehicle deployed by the administration of the user department. On the basis of each vehicle's duty slip, the service provider shall prepare monthly bills enclosing therewith a consolidated statement of each vehicle's monthly running and original copies of duty slip.
10. The service provider shall provide at his own cost proper uniform and badges as per Tamil nadu MOTOR VEHICLES RULES, (amended upto date) and photo identity cards to the drivers.
11. At the option of the Govt. user Service provider shall provide vehicle tracking system and will submit the record /data of journey including pickup time and drop time along with mileage. The mileage count will start from the location of pickup and no extra kilometers from the garage to the pickup point will be provided.
12. The service provider shall submit his monthly bills in triplicate towards the service rendered on the previous month to the user. Payment shall be effected by credit into the bank account of the service provider through ECS/RTGS after receipt of bills with supporting documents, complete in all respect. The service provider will have to intimate the bank account number, and other details of the bank to enable the user department to credit the payments directly into the account. User department shall pay the vendor all amounts on an invoice that are not the subject of a bona fide dispute after department's receipt of a valid invoice that complies in all material respects in terms of this Agreement; the payment shall be subject to any deductions such as penalties, statutory deduction etc.

#### TAXES DURING JOURNEY

1. Toll Tax, Octroi, Parking Charges and other statutory levies, if any, paid during the journey would be billed on actual.

#### TERMINATION OF SERVICES FOR CONVENIENCE

1. The office/buyer shall have the right to have any driver / vehicle removed that is considered to be undesirable or otherwise.
2. The office/buyer reserves the right to cancel this work order if the services are not found to be satisfactory. In case service provided discontinued the services without prior notice all pending amounts payable shall be forfeited.
3. Either parties, Buyer or Service Provider, may with their mutual consent can end this contract after providing one month prior notice to other party.
4. Termination of services for convenience of either party will not attract any penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.

#### PAYMENTS TERMS

1. The payments shall be made to vendor within 15-20 days of receipt of bill after deduction of penalty charges.

2. The payments shall be made after deduction of relevant penalties, if any.
3. The 2<sup>nd</sup> party i.e. service provider understands that the rate quoted by him / her are inclusive of (a) fuel cost (b) night charges, in case of night services (c) service charges etc.

While all efforts have been made to avoid errors in the drafting of the bid document, the Service provider is advised to check the same carefully. No claim on account of any errors detected in the bid documents shall be entertained.

## ANNEXURE

### RATE CONTRACT FOR HIRING VEHICLES FOR THE PERIOD August '20 TO Jul '21

#### A) Monthly Basis on Local Journey

SI No.	Particulars	Rate in Rs.
1.	12 hours per day max of 2000 kms for a month (inclusive of driver batta, hire charges)	
2.	Extra km charges per km	
3.	Extra hour charge per hour	

#### B) Daily Basis on Local Journey

S.No.	Particulars of Rates	RATE IN Rs.			
		INDICA AC	SEDAN AC	SUV AC	INNOVA AC
1.	12 Hours & 100 Kms(inclusive of Driver batta and Hire charges)				
2.	Extra km charges after 100 kms				
3.	Extra Hour charges after 12 Hours				

Signature with date and Seal

**C) Hourly Basis on Local Journey**

S.No.	Particulars of Rates	RATE IN Rs.			
		INDICA AC	SEDAN AC	SUV AC	INNOVA AC
1.	15 Hours & 150 KMs(inclusive of driver batta & hire charges)				
2.	12 Hours & 100 Kms (inclusive of driver batta & hire charges)				
3.	10 Hours & 100 Kms(inclusive of driver batta & hire charges)				
4.	5 Hours & 50 Kms				
5.	4 Hours & 40 Kms				
6.	Extra km charges per kms				
7.	Extra Hour charges per Hr				

**D) Journey for OUT STATION**

S.No.	Particulars of Rates	RATE IN Rs.			
		INDICA AC	SEDAN AC	SUV AC	INNOVA AC
1.	One day & 250 Kms				
2.	10 Hours & 100 Kms				
3.	5 Hours & 50 Kms				
4.	Extra km charges per kms				
5.	Extra Hour charges per Hr				
6.	Driver Batta				

Signature with date and Seal