



MMTC LIMITED
(A Government of India Enterprise)
NIC Building , 4th Floor 8 India Exchange Place, Kolkata-700 001
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CIN: L51909DL1963GOI004033

TENDER FOR HIRING CARS

Tender No. MMTC/Vehicles/Hiring/2018-19/05 dated 08.11.2018

Closing Date: 28.11.2018

1) Invitation of bids:

MMTC Limited, NIC Building (4th Floor), 8 India Exchange Place, Kolkata-700 001 invites bids for hiring of cars on monthly rental basis for office use.

2) Model of car proposed to be hired :

Not more than four years old registration as on 01.10.2018; air-conditioned white colour Swift Dezire or Swift Dezire Tour run on diesel. The car must have commercial registration.

3) Rent :

Rent to be quoted in INR (Indian Rupees) on monthly basis as per the format given at Annexure to this tender.

4) Validity :

Bids must remain valid upto 17.30 hours IST (Indian Standard Time) on **30.12.2018** for acceptance by MMTC Limited

5) Submission of Bids :

The offer complete in all respect must be submitted in sealed envelope marked "BIDS FOR HIRING CARS" and "**Tender No.MMTC/Vehicles/Hiring/2018-19/05 dated 08.11.2018**"

addressed to the DGM (P&A) , MMTC Limited, NIC Building (4th Floor), 8 India Exchange Place, Kolkata-700 001 latest by 13.30 hours on **28.11.2018**, in the tender box kept at MMTC's Office at 4th Floor at the address mentioned above. The Name and Address of the Bidder must be clearly written on the left side of the sealed envelop. The offers shall be opened at 14.00 hours on the same day i.e **28.11.2018** at the above address. Bidders or their authorized representatives can attend the opening of the tenders, if they wish to do so.

The following must also be complied with :

- i. Each page of this Tender document must be signed by the Bidder and submitted along with the offer as a token of their acceptance of the terms and conditions of the tender.
- ii. Offer(s) incomplete or deficient, received late and/or not signed by the Bidder on all the pages and / or offers with any deviations shall not be accepted.
- iii. MMTC Limited reserves the right to accept or reject any or all bids or make counter offer for the bid(s) without assigning any reason thereof.
- iv. Bids received from any party with whom MMTC Limited had any dispute or who have been earlier terminated for non- performance will not be accepted.

6) Documents constituting the contract :

The invitation of Bids, the terms and conditions of the Tender, Bid of the successful Bidder and Letter of Acceptance issued by MMTC Limited along with any amendment issued prior to signing of Contract shall constitute the Contract between MMTC Limited and the successful Bidder. A separate contract on these lines may also be signed between the parties.

7) Other terms and conditions:

a). The bidder shall provide an air conditioned Vehicle **not more than four years old as on 01.07.2018** (Swift Dezire or Swift Dezire Tour) **with 'commercial' registration** run on diesel on monthly rental basis. All documents and papers of the said vehicle including the Blue Book, Road Tax, Insurance, Pollution Certificate , Driver license etc. will be renewed by the bidder at his cost within the due date as per existing laws and self attested copies of the same are to be submitted to MMTC .The originals of these documents will also be produced for verification.

b). The bidder will maintain the vehicle in good running condition , dent free and all expenses towards maintenance and cleaning of the vehicle provided shall be borne by the bidder.

c). The vehicle shall remain on full time custody of MMTC Limited and will be parked at the specified premises of MMTC Limited after office duty. However, MMTC Limited may also ask the bidder to park the vehicle at the bidder's premises at the sole discretion of MMTC Limited at no extra cost.

d). The bidder will provide an experienced and responsible driver having valid driving license of not less than 10 years old. The driver provided by the bidder will be the employee of the bidder and the monthly wages and other dues payable to the aforesaid driver, including all statutory liabilities, will be paid by the bidder directly to the driver. MMTC Limited will have the right to request to the successful bidder for change of any driver in case the driver is considered unsuitable by MMTC Limited. The bidder is liable to pay damages, if any, to the driver employed by him during the duty hour.

e). The bidder will inform MMTC Limited at least 2 (two) days in advance for taking custody of the vehicle for servicing and maintenance work and simultaneously provide another vehicle of similar type in good running condition, not more than four years old, as a stop-gap arrangement for not more than 2 (two) days.

f). The bidder shall provide a vehicle of similar type/make and condition to MMTC Limited if the existing vehicle gets out of commission till the time the original vehicle is put back to service.

g). MMTC Limited shall pay all inclusive monthly rental as car hiring charges. No other charges shall be payable to the successful bidder except for those contained hereunder in Clause No. g).(i) :

g).(i) The bidder shall deploy the vehicle along with the driver to MMTC for 5 (five) days in a week. The driver shall perform 10 (ten) hours duty per day for 5 (five) days in a week beyond which extra duty charges shall be payable on per hour basis. For working on holidays extra duty charges will be paid at most at double the rate of the extra charges on working days for minimum of 5 hours. Holidays shall mean two weekly holiday and 26th January, 15th August and 2nd October every year. Night halt charges will also be paid while performing overnight duty outside Kolkata. Extra duty charges from 12.00 midnight upto 06.00 AM on all days will be paid at double the rate of extra duty charges on working days.

h) MMTC Limited will purchase only diesel at MMTC's own cost for running of the vehicle provided by the bidder. The bidder undertakes to guarantee a minimum mileage of 12 (twelve) Kms per litre of diesel for running of the vehicle on fully air condition mode. Any other ingredients, other than diesel, required for running of vehicle like mobile, System-D, Coolant,

break oil etc. will be directly provided by the bidder and costs towards the same shall be entirely borne by the bidder.

l) The bidder will provide white seat covers of good quality cotton material which will be cleaned by the bidder at his own cost every week. The seat covers will be replaced by a new set every year. In case the bidder fails to do so, MMTC Limited will buy the same directly and the cost recovered from the bidder.

j) The contract with the successful bidder will be entered into by MMTC Limited initially for a period of 3 (Three) years during which period the all inclusive monthly rental charges will remain the same. The contract can be extended for further period(s) on mutual consent. In case, either party wants to terminate the contract, three months notice shall be given in writing by either party. However, in the event of any serious breach of contract or negligence of duty committed by the successful bidder, MMTC Limited shall have the right to terminate the contract on one month's notice.

k) In case the successful bidder fails in his part to comply with the "other terms and conditions" as specified in 7.e) & 7.f) and or for any other reason fails to provide car of specified model, make & condition, monthly rent payable to the service provider will be deducted proportionately.

l) a). The successful bidder will pay all parking charges and toll taxes while the car is on MMTC's duty and get the same countersigned by the official(s) travelling in the car. The original parking charge and toll tax receipts will be submitted to MMTC Limited every month which will be reimbursed by MMTC.

l) b). The successful bidder shall raise a bill for the rental and extra duty and/or night halt charges, if any, each month and the same shall be paid by MMTC Limited within 15 (fifteen) days from the date of receipt of the bill after deducting TDS or any other applicable taxes at source. Payment will be made by e-mode only for which the successful bidder will provide the relevant bank details in the prescribed format.

m) The successful bidder will maintain a 'log book' to be provided by MMTC Limited for recording the usage of the car.

n) The service provider will provide the car with effect from 01.01.2019.

o) Distance from Garage to office will be allowed maximum of 5 (five) Kms. and half an hour (30 minutes) or actual, whichever is less, each way.

P) The driver provided by the bidder must have a mobile phone with 24x7 connectivity which will be informed to MMTC Limited and all expenses on this account will be born by the bidder.

q) Bidders shall have satisfactory/dispute free dealings / performance with MMTC / any other PSU / Govt., Central or State. In case of any incident of dispute / misdemeanor with MMTC / any other PSU / Govt., Central or State in the past, Bids from such Bidders will not be entertained

8) Fraud Prevention Policy

(1) Commitments of the Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s):

The Bidder(s)/Contractor(S)/Buyers(s)/Vendor(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 www.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)/Buyers(s)/Vendor(s) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of MMTC's employees 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)/Buyers(s)/Vendor(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 in the bidding process.
- c. The Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s) shall not commit or allow any employees of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act: further the Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s) will not use improperly or allow any employee(s) of MMTC, for purposes 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)/Buyers(s)/Vendor(s) shall not instigate third persons to commit offences/activates outlined in Fraud Prevention Policy or be any accessory to such offences.

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

(2) Disqualification from tender process and exclusion from future contracts: IF the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of **Clause 16(1)** or “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)/Buyers(s)/Vendor(s) from undertaking any transaction with MMTC and/or declare the bidder(s)/contractor(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.

(3) Damages: If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to **Clause 16(2)**, MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

9) HOLIDAY LISTING :

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 the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or taken any curative measures with the agency(s) in accordance with the policy in force.

10) Arbitration:

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of the contract or the validity or the breach thereof shall be settled by Arbitration by a sole Arbitrator to be nominated by the Chairman and Managing Director of MMTC. The provision of the Arbitration and Conciliation Act, 1996 shall apply to such arbitration proceeding. The venue of the Arbitration shall be Kolkata.

Enclo : Annexure.

Place : Kolkata.

Date :

Deputy General Manager(P&A)

MMTC Limited, Kolkata

Offer against Tender No. MMTC/Vehicles/Hiring/2018-19/05 dated 01.11.2018

Sl.No.	Item head	Swift Dezire(diesel) (Not more than 4 years old as on 01.07.2018)	Swift Dezire Tour (diesel) (Not more than 4 years old as on 01.07.2018)
1.	All inclusive rental charges per month		
2.	Extra duty charges payable for the driver for performing more than 10 hours duty on working days on per hour basis.		
3.	Extra duty charges payable for the driver for performing duty on holidays on per hour basis (subject to a minimum of 5 hours per holiday)		
4.	Night halt charges payable for the driver for performing overnight duty outside Kolkata on per night basis		
5.	Location of the bidder's garage where vehicle is to be parked and distance of the garage from NIC Building, 8, India Exchange Place , Kolkata -700001. [Maximum 5 (five) Kms and half an hour (30 Minutes) or actual, whichever is less, will be allowed each way]		
Name of the Company / Proprietor / Owner			

Names of the Owner / Proprietor / Directors (in case of Company)	
Name of Authorised Person	
Name of Contact Person	
Address	
Contact Nos	
Tel	
Fax	
E-mail	

We hereby agree to and accept all the terms and conditions of the Tender No.MMTC/Vehicles/Hiring/2018-19/05 dated 01.11.2018

Signature with Date & Stamp

(NAME OF THE AUTHORISED SIGNATORY)