TENDER FOR HIRING CARS

Tender No.MMTC/Vehicles/Hiring/2014-15/02 dated 18.11.2014.

Closing Date: 15.12.2014.

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:

One air-conditioned Swift Dezire/Swift Dezire Tour run on diesel. <u>The car must have</u> commercial registration of not more than 6(six) moths as on 01.01.2015.

3) Price:

Price 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 15.01.2015.

5) Submission of Bids:

The offer complete in all respects must be submitted in sealed envelope marked "BIDS FOR HIRING CARS" addressed to the General Manager (P&A), MMTC Limited, NIC Building (4th Floor), 8 India Exchange Place, Kolkata-700 001 latest by 13.30 hours on 15.12.2014 in the tender box kept at MMTC's Office at 4th Floor at the address mentioned above. The offers shall be opened at 14.00 hours on the same day i.e. 15.12.2014 at the above address. Bidders or their authorized representatives can attend the opening of the tenders, if they wish to do so.

a) 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) in complete or deficient received late and/or not signed by the Bidder on all the pages shall not be accepted.

iii. MMTC reserves the right to accept or reject any or all bids or make counter offer for the bid(s) without assigning any reason thereof.

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 one air conditioned vehicle (Swift Dezire/Swift Dezire Tour) with 'commercial' registration of not more than 6(six) months old as on 01.01.2015 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 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 and will be parked at the designated premises of MMTC after office duty. However, MMTC may also ask the bidder to park the vehicle at the bidder's premises at the sole discretion of MMTC.
- d). The bidder will provide an experienced and responsible driver having valid driving license of not less than 5 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 will have the right to request for change of any driver in case the driver is considered unsuitable by MMTC. 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 at least 2 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 less than 2 years old, as a stop-gap arrangement for not more than 2 days.
- f). The bidder shall provide a vehicle of similar type/make and condition to MMTC if the existing vehicle gets out of commission till the time the original vehicle is put back to service.
- g). MMTC 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 driver shall perform 10 hours duty per day for 6 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 at most double the rate of the extra charges on working days for minimum of 5 hours. Holidays shall mean one weekly holiday and 26th January, 15th August and 2nd October every year. Night halt charges will also be paid while performing official duty outside Kolkata.
- h) MMTC 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 Km 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.
- I) The bidder will provide white seat covers of good quality cotton material which will be cleaned by the bidder at his own cost every fortnight.
- j) The contract with the successful bidder will be entered into by MMTC initially for a period of 3 years which can be extended for further period(s) on mutual consent. In case, either party wants to terminate the agreement, 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 shall have the right to terminate the contract on one month's notice.
- k) In case the service provider 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.
- I) The service provider shall raise a bill for the rental and overtime and/or night halt charges, if any, each month and the same shall be paid by MMTC within 15 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 service provider will provide the car with effect from 01.01.2015.

8) 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. General Manager(P&A)

Date : 18.11.2014. MMTC Limited

RO Kolkata

Offer against Tender No. MMTC/Vehicles/Hiring/2014-15/02 dated 18.11.2014.

Sl.No.	Item head		Indigo	Swift	Swift Dezire
			CS(diesel)	Dezire(diesel)	Tour(diesel
1.	All inclusive rental month	charges per			
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 pa driver for performing outside Kolkata on pe	official duty			
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-700 001.				
Name of the Company					
Name of the Owner/Directors					
Authorised Person					
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/2014-15/02 dated 18.11.2014.

Signature with Date & Stamp