**Government of India**

**Ministry of Chemicals and Fertilizers**

**Department of Chemicals and Petrochemicals**

**Terms & Conditions for hiring Taxis**

1. The DLY taxis should be in very good working condition and well maintained during the contract period. The taxis to be deployed should be in excellent condition mechanically as well as get up wise i.e. outer body / upholstery etc. should be in decent condition.
2. The DLY Taxis deployed with the Department should be of model not before 2014.
3. The firm should be in a position to supply DLY taxies on short notices as and when needed. The firm would also be required to provide additional taxis at the quoted rates on demand.
4. All expenses will have to be borne by the firm in case of breakdown of the Taxis deployed. Immediate replacement of the breakdown vehicle will have to be provided. The owner/ firm shall immediately provide standby vehicle of same quality in case of any breakdown.
5. The owner/senior representative of the firm should be available round the clock on his own direct telephone ( office as well as residence) and on mobile so as to respond to the call for vehicles in emergent cases. The Mobile number should also be given.
6. All the charges towards repair/ servicing, salary of the driver, petrol/diesel/gas expenses or any other incidental expenses on operation & maintenance of the hired car would be borne by the firm.
7. The vehicles deployed by the firm may be required to ply in NCR areas, such as NOIDA, Ghaziabad, Gurgaon, and Faridabad and, therefore, vehicles deployed should have valid permit to run in all such areas.
8. The vehicles hired on regular basis are expected to normally remain with the Department for official use during 8.30 AM to 6.30 PM on all working days i.e. Monday to Friday, and may be required for longer hours and on Saturday/Sunday/ Holidays.
9. Actual parking charges/ toll taxes/ entry taxes/inter –state taxes for journeys/ service taxes will be reimbursed along with the hiring charges bill . The bills raised by the firm should have all tax registration numbers printed on the bills.
10. If the vehicle is retained beyond 11.00 P.M in the night Rs.150/- per night will be paid in addition to other changes. The firm should give a certificate duly signed by the officer who used the vehicles.
11. The vehicle should be insured in all respects by the firm. All liabilities arising out of any legal dispute, accidents, etc. shall be borne/ paid by the firm and Department of Chemicals & Petrochemicals shall not be a party or liable in any matter whatsoever.
12. Legal disputes, if any, arising during the currency of the contract shall be within the Jurisdiction of courts in Delhi only.
13. The vehicles with the Drivers should be placed at the disposal of Department of Chemicals & Petrochemicals as and when required. Department of Chemicals & Petrochemicals would be free to use the hired vehicle in any manner for carrying officials, material etc. as per its requirement and the firm will not have any objection to it.
14. No advance payment, in any case, would be made to the firm.
15. The bills for hiring of DLY taxis may be submitted after the completion of the month. Bills for deployment of DLY taxis for any month along with signed duty slips by the user (s) or concerned authorized officers/officials of this Department shall be preferred in the first week of the following month for payment.
16. The character antecedents of drivers to be deployed should be properly verified through Police. Their details (names ,addresses, telephone nos., photograph, copy of driving license etc.) will have to be provided to this Department.
17. The drivers of the DLY taxis should be fully conversant with the routes of NCR of Delhi and should possess valid driving license in their name. The Drivers must be well mannered, courteous with proven integrity, healthy personal habits and should always carry a mobile phone.
18. The drivers deployed by the firm should be paid as per prevailing Minimum Wages Act of NCT of Delhi. The Department shall not be a party in any dispute whatsoever regarding Wages and allowance of Drivers.
19. No compromise will be made by this Department towards punctuality, cleanliness , obedience, promptness , behavior etc. of the driver. If the firm, at any point of time, fails to provide services as directed by the Department, the Security Deposit will be forfeited and contract will be terminated forthwith in full or part without assigning any reason by the Competent Authority.
20. The vehicle and driver deployed with Department shall not be changed without prior consent of the Department.
21. Department will not be responsible for any Challan, loss, damage, or accident to the vehicle or to any other vehicle or injury to Drivers / persons.
22. In the event of the firm backing out of the contract midstream, without any explicit consent of this Department, it will be liable to the recovery of the higher rates vis -a- vis those contracted rates which may have to be incurred by this Department on transportation of officers for the remaining period of contract through alternative means. The bill amount of the month would also be forfeited.
23. The actual requirement of vehicles may differ at the time of awarding contract or later as per the requirement.
24. The firm may discontinue the contract by giving a prior notice of 30 days in writing.
25. Penalty Clauses would be as under:-

|  |  |  |
| --- | --- | --- |
| **S.No.** | **Problems** | **Penalty** |
| 1 | Late arrival 1. By 10 minutes
2. Between 10-30 minutes
3. 30 minutes and beyond or does not turn up.
 | 1. Rs.100.00
2. Rs.500.00
3. Rs.1000.00

In all the above cases, the officer concerned, depending upon the urgency, can hire a taxi for the day or take a taxi to reach the destination, payment of which shall be borne by the Contractor. |
| 2 | Attire/turnout of the driver1. Inappropriate
2. Very Inappropriate
 | 1. Rs.500.00 to Rs.1000.00. depending upon the inappropriateness.
2. The driver with the vehicle will be sent back and a penalty of Rs.300.00 will be imposed. A taxi will be hired for the day and payment for the same will be borne by the contractor.
 |
| 3 | Unclean vehicle or seat covers/smell in the vehicle. | Rs. 100.00 for the 1st dayRs.500.00 per day for the 2nd consecutive day and beyond. |
| 4 | AC not working, malfunctioning | The contractor to provide another vehicle in an hour’s time or else the office can hire a taxi for the day, payment of which will be borne by the contractor. |
| 5 | Breakdown enroute | Office to hire a taxi to reach the destination, payment to be borne by the contractor. |
| 6 | Recurrent malfunctioning / dissatisfactory vehicle condition | The vehicle will be returned.A taxi will be hired, payment of which will be borne by the contractor alongwith a daily fine of Rs.500.00, till such time a proper vehicle is provided. |
| 7 | Driver’s poor knowledge of route | Driver to be changed by the Contractor. If the Contractor doesn’t change the driver in 03 days time, the vehicle will be sent back and a taxi hired, payment of which will be borne by the Contractor, along-with a fine of Rs.500.00 daily. |
| 8 | Driver’s behavior | Rs.500.00 to Rs.1000.00 depending upon the gravity of the misdemeanor.If the misbehavior continues then the driver will have to be changed by the contractor.If the contractor doesn’t change the driver in 03 days time, the vehicle will be sent back and a taxi hired, payment of which will be borne by the Contractor, along with a fine of Rs.200.00 daily |

(xxv) The duty point would be Shastri Bhawan.

(xxvii) A performance security @ 6% of the total contracted value shall have to be deposited by the successful firm in the form of F.D.R from any scheduled commercial Bank in the favour of ‘Pay and Accounts Officer, Department of Chemicals & Petrochemicals’, payable at New Delhi for the period of contract. The FDR should be valid for a period of 60 days from the end of contract period. The performance security will be forfeited for breach of any of the terms/ conditions of the tender or if it found at any time during the contract period that the services provided by the firm are poor/defective/unsatisfactory. The decision of the Department in this regard shall be final and binding on the firm.

(xxviii) The successful firm shall furnish a signed copy of the terms and conditions as stipulated for award of the contract, in token of his acceptance of the terms & conditions.

(xxix) The successful bidder will also be required to submit, within seven days, copies of Registration Certificate, Insurance papers, PUC , Permit etc. for the vehicles proposed to be deployed in this Department. However, if the successful bidder proposes to purchase new vehicles, he will be given adequate time but not exceeding 15 days to do so.

(xxx) The successful firm will require to provide vehicles of model not before the year 2014, but the make of the vehicles shall be the discretion of the Department.

(xxxi) The Department reserves the right to reject any or all the bid in full or part without assigning any reason thereof. Decision of Director ( Admn.) shall be final in this regard.

(xxxii) Bids incomplete in any respect shall be liable to be rejected.

(xxxiii) In case, during the contract period, there is a change in prices of petrol, diesel, CNG, etc., the above Terms and Conditions will remain the same including the rate/ rates quoted by the tenderers.

(xxxiv) The firm/owner shall ensure proper conduct of its Drivers, while on duty and enforce prohibition of consumption of alcoholic drinks/drugs, chewing of Pan /Gutka/smoking, listening to music etc.

(xxxv) The contract shall be awarded to the lowest eligible bidder.