



PRASAR BHARATI
(India's Public Service Broadcaster)
ALL INDIA RADIO
Broadcasting House, H.T.Parekh Marg
MUMBAI-400 020.

No: MUM/3(3)/2019-20/Transport

Date:16.09.2019

NOTICE FOR TENDER

Subject: Contract(s) for hiring of taxis.

Tenders are invited afresh for one -year contract(s) for hiring of taxis (cars & vans) to meet the travelling/transportation needs of Prasar Bharati, All India Radio, Mumbai, as per the terms and conditions mentioned in Annexure-1. Interested taxi operators based in Mumbai/Greater Mumbai, and fulfilling the following eligibility conditions are invited to respond:

- i) They should possess a minimum of **5** taxi-cars & similar segment etc.), and/or **Non A/c taxi-cars Indigo or equivalent** and **AC Taxi cars Maruti Suzuki Dzire/Honda Amaze** and similar segment) and/) and/or taxi-vans (Toyota Innova & other similar segment) registered in his firm's name as on 01.04.2019. All these vehicles would not be older than 36 months.
- ii) They should have experience in successfully executing similar contracts with at least 3 PSUs and/or Govt. Departments/autonomous body/MNC/ reputed organizations during the preceding 3 years.
- iii) They should have EPF and ESI registration certificates along with latest challans.
- iv) The bidder should have PAN No. and registered with Goods and Service Tax department.

1. The Concerned Transporter(s) may submit their tenders by downloading the tender forms including annexures thereto with a covering letter in their own letter head - separately in two parts - Eligibility Bid as per Annexure 2 and Commercial Bid as per Annexure 4 and 5 - in two separate sealed envelopes superscripted as "Eligibility Bid for Prasar Bharati, All India Radio, Mumbai Hiring of Taxis" and "Commercial Bid for Prasar Bharati, All India Radio, Mumbai Hiring of Taxis", respectively. The Eligibility Bid should be accompanied with an Earnest Money Deposit (EMD) of Rs. 5000/- (Rupees Five Thousand only) in the form of Bank Draft drawn in favour of "Station Director, All India Radio, Mumbai "

2. The sealed tenders should be submitted BY POST OR IN PERSON in this office latest by **3:00 pm on 23.09.2019** Tenders received after the due date/time and/or not accompanied with Earnest Money Deposit and/or not accompanied with details and self attested photocopies of the RCs of the minimum required 5 taxi-cars/taxi-vans registered in the name of the tenderers or his firm shall not be considered at all.

3. Eligibility Bid should be accompanied by this tender document duly signed by authorised person of the tenderer on each page. Otherwise bid is liable to be rejected.
4. The Eligibility Bids shall be opened on the **23.09.2019 at 3:30 pm** in the transport Section of this office. Only one representative on behalf of each tenderer shall be allowed to be present during the opening of the tenders. The position regarding opening of the Commercial Bids shall be intimated to the concerned tenderers' in due course.
5. Prasar Bharati, All India Radio, Mumbai reserves the right to accept or reject any of the tenders without assigning any reason, whatsoever.
6. Tender documents, Bid forms, general instructions to bidders and other details including amendments/changes can be viewed/downloaded free of cost from website : <https://Prasarbharati.gov.in/information/Tender>


(S.K. Sunku) 16/9/19

Sr. Administrative Officer
For Addl. Director General(P)

Terms and Conditions for hiring of vehicles

1. The contract shall be initially valid for a period of one year and can be extendable by one more year if the services are found to be satisfactory. The extension will be at the sole discretion of Prasar Bharati, All India Radio, Mumbai.
2. Requirement of the vehicles are Non-AC taxi cars Indigo, Maruti Swift or equivalent and Maruti Dezire/Honda Amaze or equivalent. Only those taxi operators, who are based and operating in Mumbai and who fulfill the eligibility conditions mentioned in the covering letter, shall be eligible to participate in the tendering.
3. Each tenderer shall be required to commit the maximum number of taxi-cars and/or taxi-vans he would be able to supply in case he is finally selected & The tenderer should possess a minimum of 5 cars Indica or equivalent and Maruti Dezire/Honda Amaze. Registered in his firm's name in as on **01.04.2019** All these vehicles should not be older than 36 months. Details may be given as per **Annexure-3**.
4. The travel/transport requirements of various offices of Prasar Bharati (AIR/DD) shall include, inter-alia, picking-up and dropping of officers/shift-duty staff from and to their residences round-the-clock; travelling between office and the actual place of field duty/coverage's; transportation of coverage equipment; travelling between office and place of official meetings/conferences/seminars/functions etc; travelling to and from airports/railway stations; any other travel requirement.
5. At present, this office shall be requiring a total of about 1 or 2 taxi-cars/taxi-vans which will be meeting the convenience and specific requirement on a particular day. Prasar Bharati All India Radio, Mumbai and its concerned offices reserve the right to increase or decrease the number of taxi-cars/taxi-vans hired from the concerned Transporter(s) as per their specific requirement on a particular day.



6. The payment shall be regulated as follows :-

- i) The payment conditions of the hired Vehicles will be dealt as mentioned in **Annexure-4**.
- ii) Rate/charges of the required vehicles is to be provided in the following manner:

The category & type of the Vehicles, hire charges/rates on Daily basis as mentioned in **Annexure-4**

The category & type of the Vehicles, hire charges/rates on Monthly basis as mentioned in **Annexure-4**

- iii) The price should be net of Taxes (exclusive of all taxes and other charges). Taxes and duties, if any, may be quoted separately wherever applicable.

7. The particular hiring office shall reserve the right to detain a particular hired taxi-car/taxi-van for duty beyond the normal stipulated hours on any particular day without giving any prior notice to the concerned Transporter(s).

8. The concerned Transporter(s) shall ensure that the Vehicles deployed on hire to this Department are in excellent working condition, engine-wise as well as appearance-wise. The Concerned Transporter (s) shall also ensure that the speedometers of such Vehicles are in perfect working order and sealed. The accuracy of meter reading should tally with the actual distance of run at any instant and controlling / authorized officer shall have full power to check up the meter for its correctness and to take action to recover the actual loss to this office.

9. The concerned Transporter(s) shall ensure that each of the drivers of the Vehicles deployed on hire to All India Radio have good knowledge of routes in Mumbai and is well dressed in proper uniform, well trained, well behaved, punctual and should be possessing valid driving license, badge and mobile phone. The Concerned Transporter(s) shall further ensure that no such driver is under the influence of alcohol or any intoxicating drugs while on duty with this department. Only experienced driver(s) within minimum 2 years experience and valid driving license shall be provided. Under no circumstances, driver without valid license shall be allowed to drive the vehicle. The Concerned transporter(s) has to undertake proper police verification for character antecedents of each driver and produce the same. The Concerned transporter(s) should ensure that all security instructions issued by competent authority from time to time are being followed.



10. The drivers shall not be entitled to any scheduled and/or fixed breaks for lunch, tea, dinner or any other refreshments. In other words, for such purposes, the drivers shall have to manage from within the time available in between any particular two journeys without causing inconvenience of any kind to the officer(s) concerned. Also, no mileage (extra) shall be allowed to the drivers for such purposes.
11. The above mentioned offices shall have the absolute right not to accept a particular driver without assigning any reason, whatsoever, to the concerned Transporter(s). The concerned Transporter(s) on its/their part(s) shall be responsible to replace such a driver at once. A penalty of Rs.1000/-per day will be imposed in case of non-compliance.
12. In case of any breakdown of a particular Vehicle deployed on hire to this Department during the course of a particular journey, the Concerned Transporter (s) shall bear the actual cost incurred by this Department to complete that particular journey by alternative means of equivalent standard. The Concerned transporter(s) shall also be responsible to provide replacement of such broken-down Vehicles at once .If the replacement vehicle is not provided within 1hour a penalty of Rs.1000/- will be imposed for that day.
13. The concerned Transporter(s) shall be fully responsible in case of any violation of traffic rules(s) by the drivers of the Vehicles deployed on hire to the department as also in the event of any loss, damage or accident involving such Vehicles. This Department shall have no liability, whatsoever, in this regard.
14. The concerned Transporter(s) shall be fully responsible for any loss, damage or injury to any person, their belongings and/or any equipment being transported by the Department in the Vehicles deployed on hire.
15. The concerned Transporter(s) shall ensure that each and every Vehicle deployed on hire to the Department is covered by an appropriate comprehensive insurance policy.
16. Penalty-Clause: In case, the Concerned Transporter(s) fails to deploy the actual number of Vehicles required by this Department on a particular day/occasion, this Department shall be free to make alternate arrangements of equivalent standard from other sources. The entire and actual cost incurred by the Department on making such alternative arrangements shall be fully borne by the Concerned Transporter(s) without any reference to the hire charges applicable under the contract with him. In addition to this, a penalty shall be levied at the rate of 1000/- if vehicle is delayed for more than 15 minutes.
17. In case the concerned transporter(s) fails to provide the vehicle on any day(s), the recovery @ double the awarded rate per day shall be done from the running bills.
18. The successful bidder shall ensure that proper account of each and every journey made by the Vehicle deployed on hire to the Department is maintained by the respective drivers and is submitted to the transport-in-charge of this Department at the end of a particular day. Log sheet of every vehicle should be certified by the actual users on daily basis.



19. The successful bidder shall be required to submit a Performance Security in the form of Bank Guarantee (PBG) or **Deposit amounting to Rs. 25,000/- (Rupees twenty five thousand only)** drawn from any scheduled bank valid for 1 year and 6 months within 7 days of issue of work order, which will be extendable if the contract period is extended. The said PBG shall be encased for any deficiency in service and/or breach of any of the terms and conditions of the proposed contract(s). In addition, penalty as deemed appropriate may be imposed.
20. Termination of Contract: Prasar Bharati, All India Radio, Mumbai reserves the right to terminate the contract after giving 2 week notice in case of performance of the Concerned transporter(s) is not found satisfactory or on account of non-compliance of any of the condition of the contract. In such case the security deposit shall also be forfeited without prejudice to right of the Prasar Bharati, All India Radio, Mumbai to take any other action to recover any loss suffered by this department due to non-performance of the contract.
21. In case of any dispute arising under the proposed contract(s) between any of the concerned transporter(s) and the concerned office(s) of Prasar Bharati, AIR/DD, Mumbai, the dispute shall be referred to a sole Arbitrator to be appointed by Prasar Bharati, AIR, Mumbai. Any decision of such Arbitrator shall be conclusive and binding on both the parties. The Arbitration proceedings shall be held at Mumbai and shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time.
22. The Courts of Mumbai will have jurisdiction over any legal dispute arising under the proposed contract(s) between any of the concerned Transporter(s) and the concerned office(s) of Prasar Bharati, AIR/DD, Mumbai.
23. Sub-Letting of Contract:-The Concerned Transporter(s) shall not unreasonably withhold, assign or sublet his contract or any substantial part thereof, without the written consent of Prasar Bharati, AIR, Mumbai. Such subletting shall not in any way be interpreted as releasing the contract from his liability & obligations under the contract.
24. A tender shall remain open for acceptance for a period of 120 days from the date of opening of part-I (Technical part) of tenders or till such time up to which extension of validity has been agreed. If a tender is notified during this 120 days or extended period that this tender has been accepted, he shall be bound by the terms of the agreement of his tender till such agreement is replaced by a contract as stated in clause 30 below. If a day up to which the offer is to be remain open has been declared to be closed/holiday for the Prasar Bharati, AIR, Mumbai the offer shall remain open for acceptance till the next working day, The tender with shorter validity is liable to be ignored and may not be opened.
25. The successful bidder shall have to execute an agreement on a non-judicial stamp paper of Rs.100/- within 7 days of the receipt of the work order.
26. The Concerned Transporter(s) has to meet all operational and maintenance expenditure of the provided vehicle, when the vehicle is engaged by Prasar Bharati, AIR, Mumbai and the vehicle should have permit with comprehensive insurance with passengers to ply with in Mumbai and its suburbs including the state of Maharashtra.
27. The Concerned Transporter(s) has to provide the vehicles along with the driver, fuel and toll charges if any when the vehicle is engaged by this Department. The daily dead mileage will not be allowed more than 8 Kms, both ways.

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28. The Concerned transporter(s) shall be required to maintain records of journey by maintaining a logbook/log sheet provided by this Department. All the records therein shall be properly maintained and got signed from the concerned officers. There should be no cutting/ overwriting in the logbook/log sheet. The logbook is a vital document and it should be maintained and kept in safe custody. At the end of every month logbook shall be returned to the officer-in-charge and shall remain the property of this Department. In case logbook/ log sheet is lost, the payment for the journey shall not be made and extra logbook shall be issued by the Concerned transporter(s).
29. Bid Evaluation:
Bid shall be evaluated to determine whether they are complete, whether any computational errors have been made, whether documents have been properly signed(all the pages should be signed)and whether bids are generally in order.
- If there is any discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, o/o Prasar Bharati, All India Radio, Mumbai will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of the bid document, without material deviation. A bid determined as substantially non-responsive will be rejected by this Department.
- Prasar Bharati, All India Radio, Mumbai shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the services offered inclusive of all the levies and charges as indicated in the schedule of Rates.
- Office of Prasar Bharati, All India Radio, Mumbai reserves rights to counter offer price against price quoted by the bidder.
30. To ensure the safety of staff member's especially female, proper GPRS system should be available in all the vehicles provided by the Concerned transporter(s) as per the norms of the Government of Maharashtra from time to time.
31. In case of ambiguous or contradictory terms/ conditions mentioned in the tender, interpretations as may be advantageous to this Department, will be taken without any reference to the tender.
32. The transporter may ensure that the driver once deputed and he becomes acquaintance with the pattern of working of this office, he should not be replaced by any other driver.

Prasar Bharati

33. This Department reserves the right to increase or decrease the number of Vehicles hired from the concerned transporter(s) as per its specific requirement on a particular day and shall reserve the right to detain a particular hired Vehicle for duty beyond the normal stipulated hours on any particular day without giving any prior notice to the Concerned Transporter(s).
34. Regulation of Local Authorities -The tenderer shall throughout the continuance of the contract and in respect of all matter arising in the performance thereof, comply, with all notices and obtain consent for way leaves approvals as shall be applicable to the work.
35. Submission of tender by a tenderer implies that he has read this notice and all other contract documents including amendments notified, if any, and has made himself aware of the scope of the work to be done and of conditions and rates at which services are to be provided by the tenderer.
36. Printed terms and conditions of the tenderer will not be considered as forming part of the tender. In case of any terms and conditions of the contract applicable to the invitations to tenders are not acceptable to the tenderer, they should clearly specify deviation in their tenders. The Prasar Bharati, All India Radio, Mumbai may not consider the tender with such deviations. If nothing otherwise is mentioned it will be assumed that these conditions are acceptable to tenderer.
37. If the tender is submitted by a proprietary firm it shall be signed by the proprietor above his full name and the full name of his firm with its current address. If the tender is submitted by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for the firm. A certified copy of the power of attorney shall accompany the tender. All amendments/corrections shall be initialed by the person or persons submitting the tender. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.
38. Except the opening of Tender information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderer or other persons not officially concerned with such process. Any effort by a Tenderer to influence the Employer/Engineer in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract, may result in the rejection of the tender.
39. The acceptance of the tender shall rest with the Prasar Bharati, All India Radio, Mumbai who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received without assigning any reason. Further, Prasar Bharati, All India Radio, Mumbai reserves to himself the right to accept the whole or any part of the tender and tenderer shall be bound to perform the same at the rates quoted. All the tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect shall be liable to be rejected.
40. All costs, damages or expenses, which the Prasar Bharati, All India Radio, Mumbai may have paid or which under the contract, the concerned transporter(s) is liable, are to be deducted and recovered by the Prasar Bharati All India Radio, Mumbai from money due or becoming due to the concerned transporter(s) from this department by action of law or otherwise from the concerned transporter(s). In the event of recovery of the necessary extent becoming impossible, owing to insufficient security money and otherwise held amounts, the balance due to this department may be recovered in any way the Prasar Bharati, All India Radio, Mumbai may deem fit.



41. Any party directly or indirectly, if found to be involved in fraudulent and collusive practices, may be black listed for a period of up to 3 years. If the concerned transporter(s) fails to complete the work within stipulated period specified in the purchase order, they are liable to be debarred or black listed from participating in future tender of Prasar Bharati, AIR/DD for the period ranging from 0 to 3 years. In case tenderer amends/modifies/revise/withdraws the prices/price structure of the offer without the consent of Prasar Bharati, All India Radio, Mumbai, after the tender opening and during the period of validity of their offer (i.e.120 days), the Earnest Money in full or part deposited by them shall be liable to be forfeited or their offer liable to be rejected. They shall also be debarred from participating in future tenders of Prasar Bharati, AIR/DD for a period upto 3 years and shall be placed under Black List.
42. Safety Measures- concerned transporter(s) shall ensure that safety rules are observed to avoid any accident which may cause loss of life to concerned transporter(s) or Prasar Bharati, AIR/DD staff and damage to Prasar Bharati, AIR/DD's property. In case of violation of these safety instructions safety codes and applicable act & rules, which are necessary to ensure safety of men, material, environment and equipment, or concerned transporter(s) willful failure to comply with the instructions of Prasar Bharati, AIR/DD and Safety Engineer; Prasar Bharati, AIR/Doordarshan shall impose a penalty @1% or Rs.500/-(Rs. Five Hundred Only) whichever is less for each instance of non-compliance subject to maximum 5% of the total contract value.
43. Tender documents appended hereto should be filled in completely by the tenderers and submitted along with tender otherwise their bid is liable to be rejected.
44. The driver along with vehicle will have to report at place as desired by vehicle user / operator of contract at pre-intimated time.
45. In case, the vehicles are being hired on regular basis for a particular user, including Sundays & holidays, the concerned transporter(s) will not change the driver / vehicle frequently to that particular user, unless change is requested by the user.
46. Our term of payment is within 30 days of submission of bill. Hence, vendor may submit bill on monthly basis for preceding month.
47. In case vehicle is not provided on any day, recovery as mentioned in penalty clause for not providing vehicle shall be recovered from vendor's bill.
48. The monthly fixed charges should be inclusive of all overhead charges like fuel, Lubricant, taxes, comprehensive insurance, payment to staff/drivers, vehicle maintenance, etc., However, If the vehicle is detained beyond 12 hours extra charge per hour will be paid.
49. The Concerned transporter(s) should have full knowledge of Indian Motor Vehicles Act and concerned transporter(s) shall remain responsible for any lapse of not following such rules during the tenure of contract.
50. The concerned transporter(s) shall make his own arrangement for stay of his driver/staff. The concerned transporter(s) will be responsible for all kind of injuries or accident caused to his driver/staff and Prasar Bharati, AIR, Mumbai will not be liable in this matter.
51. The Concerned transporter(s) shall comply with all labour laws of central govt. or State Govt. as the case may be and pay minimum wages to drivers as notified by the Govt. from time to time.
52. Undertaking to be furnished by the service provider that the service provider having no legal suit/criminal case pending against it's proprietor or any of its Directors (in case of private Ltd. company) or having not been earlier convicted on grounds of moral turpitude or for violation of laws in force.



ELIGIBILITY BID

S.NO	Eligibility Condition	Compliance
1.	The tenderer should possess a minimum of 5 taxi-cars & similar segment etc. and/or Non A/C taxis-car Indigo or equivalent. and/or A/c taxi-cars(Maruti Suzuki Dizzier /Honda Amaze and similar segment) and /or taxis –vans (Toyota &Innova & other similar segment)register in his firm's name 01.04.2019. All these vehicles should not be older than 36 months.	Yes/No
2.	The tenderer should furnish details of the same as per proforma given below, accompanied with attested photocopies of the registration certificates.	Yes/No
3.	The tenderer should have experience in successfully executing similar contracts with at least 3 PSUs and/or Govt. Departments/autonomous body/ MNC/ reputed organizations during the preceding 3 years, The tenderer should attach documentary proof in this regard.	Yes/No
4.	The bidder should have PAN No. and registered with Goods and Service Tax(GST) department.	Yes/No
5.	The tenderer should commit below the maximum number of taxi-cars and/or taxi-vans he shall supply under the proposed contract(s), in case he is finally selected. i) Number of Taxi-cars _____, ii) Number of taxi-vans _____	Yes/No
6.	The tenderer should have EPF and ESI registration certificate along with latest challans (copies to be submitted along with Eligibility Bid)	Yes/No
7.	The tenderer should enclose herewith EMD of Rs.5000/- and mention below, the details thereof. Bank Draft no _____ Date _____ Drawn on _____ Amount _____	Yes/No

Signature of Bidder

**COMMERCIAL
BID**

Rate (Rs.)-exclusive of taxes

			Non AC Vehicle	AC Vehicle	Non AC Vehicle	AC Vehicle
			Tata Indica or Maruti Swift or equivalent (2017 Model)	Maruti Suzuki Dezire/ Honda Amaze (2019 Model)	Tavera/ Innova/ [6+1] (2017 model)	Honda City/ Ciaz (2018 Model)
Per day Rates	i)	8 hrs./80 Kms.				
	ii)	12 hrs./120 kms				
	iii)	Outstations				
	iv)	Extra hrs.				
	v)	Extra kms.				
Monthly Rate total run in the month 2000 kms. Duty hrs 12 hours per day. All days in a month.	i)	Charges for full Month				
	ii)	Extra hrs.				
	iii)	Extra kms.				
	iv)	Night halt charges				
Monthly 2000 km. 24 hrs. All days in a month	i)	Charges for full month				
	ii)	Extra Km.				

Rates are valid for BH Mumbai and ADG(P) WR-I & II only. No other office can use this rate contract/ tender.

Signature of Bidder

PAYMENT CONDITIONS

- i. The daily dead mileage will not be allowed more than 8 Kms. both ways
- ii. The rate applicable to a particular slab shall be payable if a vehicle exceeds either the duration or the kilometers of the previous slab.
- iii. The rates shall be same for day as well as night hiring, i.e. nothing extra shall be payable for night hiring.
- iv. Parking and Toll Tax shall be paid on the spot by the concerned transporter(s) (through their drivers) and the same shall be reimbursed to the Concerned transporter(s) on monthly basis as per actuals by the concerned office.

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SCOPE OF WORK AND SPECIFICATION OF WORK

The Bidder is required to provide commercial vehicles fully conforming to RTA/RTO regulation along with fuel, driver etc and carryout periodical maintenance and execute the work through their supervisor.

The details of items covered under this contract are as under.

1. **Service to be provided** is supply of vehicles on demand with licensed drivers, registered as commercial vehicles on hiring basis for running within the jurisdiction of Prasar Bharati, All India Radio, Mumbai. The essence of the contract is to provide prompt, punctual, efficient, safe courteous and quality service.

2. Quantity of vehicles to be hired is shown in the schedule of requirement. However Prasar Bharati shall place the order only as the actual requirement from time to time to the contractor.

3. a) The duty hours of vehicle are normally for 8 or 12 hrs. per day on all days of month. The vehicles can be called on these days too, depending upon the requirement of the users. Overtime shall be payable for duty beyond 12 hrs and duty timings shall be assigned by officer with whom the vehicle is attached.

b) Place of reporting shall be specified in the hire order and day to day directions shall be given by user as per exigency of work.

c) Counting of distance will be from reporting place of the user and 6 kms. Extra kms shall be provided for parking/garage inclusive both ways i. e. a total of 6 kms only. Prasar Bharati, All India Radio Mumbai doesn't provide parking facility to night in office/residential colony the contractor has to make own arrangement.

4. a) The vehicles shall be provided within 4 hrs. from notice or as per date and time given in notice, whichever is later. Telephone information shall be considered as notice.

b) Counting of distance will be from reporting place of users. In case vehicle is demanded for more than one days consecutively, 6 kms extra mileage shall be provided for parking/garage both ways. Prasar Bharati, All India Radio,



Mumbai does not provide parking facility for night in offices/residential colony the contractor has to make own arrangement.

5. Supplier/contractor should comply with the following :-

- i. Telephones- Telephones numbers where requisition of vehicle can be conveyed is to be intimated at the start of contract.
- ii. Identity Cards - Proper Identity cards should be available with the drivers signed by contractors.
- iii. The drivers on duty should be provided with the mobile phone to facilitate easy communication.
- iv. Driver should not refuse to perform out of city journey and night halt.
- v. No other charges for lodging/ boarding of driver shall be payable for Night halt (In Mumbai or Outside of Mumbai) other than Night halt charges.
- vi. **Documents of Vehicles -**
 - a) Original copy of R/C book and the Insurance Policy of vehicle should be available with vehicle subject to scrutiny by user/ authorized person of All India Radio, Mumbai. The vehicle should have permitted to operate anywhere in Maharashtra State.
 - b) Original Driving license of driver should be available with driver.
 - c) Duty Slips in duplicate copy to be printed by the supplier/ Contractor as per prescribed format of Prasar Bharati, All India Radio, Mumbai
- vii. Uniforms - Driver should wear proper dress.
- viii. To ensure safety of passengers, Contractor should ensure that Drivers are not overworked and not assigned night duties in other organisation such as call centres.



- ix. Contractor shall be responsible for compliance to all statutory requirements as applicable such as EPF, ESI, Other Labour and Motor Vehicle Laws.
 - x. Govt. Tax/ Levy/ Duty other than GST for plying vehicles in Goa and Maharashtra state will be borne by the supplier/ contractor.
 - xi. Parking/ Toll Charges if any, may be claimed by producing valid parking/ Toll Slips duly signed by user and indicating details of journey
 - xii. Consumables like lubricants, tyres, battery and repairs, maintenance, etc. Will be borne by supplier/ Contractors.
 - xiii. Supplier/ Contractor should assign to only qualified experienced license drivers and also assume full responsibility for the safety and security of the officers/ officials and their luggage/ items.
 - xiv. The interior of vehicle along with seat and seat covers should be well maintained and washed. Vehicle should be cleaned daily from inside/ outside and should be kept in excellent running condition.
 - xv. The speedometer and milometer of the vehicle must be in working condition. Whenever it is not in working condition, the vehicle will be treated as out of service till such time the same is not put in working order.
6. (i) The tampering of meter reading, vehicle usage timings, overwriting of summary/ log sheet and misbehaviour of driver while on duty shall be viewed seriously, leading to even cancellation of contract.
- (ii) Supplier/ Contractor shall not engage any person below 18 years of age.
- (iii) No vehicle should be supplied having registration in the name of employee of Prasar Bharati, All India Radio, or their close relative and a certificate to this effect be given on the body of bill while submitting claim.
7. In case of any accident resulting in loss or damage to property or life, the sole responsibility for any legal or financial implication would vest with the Contractor; Prasar Bharati, All India Radio, shall have no liability whatsoever.



8. (i) No liability whatsoever for payment of wages/ salaries other benefits and allowances to his personnel that might become applicable under any Act or Order of the Govt. In this regard and the Supplier/ Contractor shall indemnify Prasar Bharati, All India Radio, against any/ all claims which may arise under the provision of various Acts, Government Orders etc. And any breach of such laws or regulations shall be deemed to be breach of this contract.

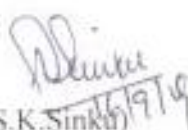
(ii) No direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section

(iii) Prasar Bharati, All India Radio, Mumbai is not responsible for theft, burglary, fire or any mischievous deeds done by his staff. Supplier/ Contractor shall be the employer for his workers and Prasar Bharati, All India Radio, Mumbai will not be held responsible fully or partially for any dispute that may arise between the Supplier/ Contractor and his workers.

9. That Supplier/ Contractor is liable for any legal dispute/ eases/ claims that have arisen or may arise during the currency of the agreement in respect of vehicles provided by Supplier/ Contractor or third party as the case may be.

10. If for any reason Prasar Bharati, All India Radio, Mumbai is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the hire period, it will be reported to Supplier/ Contractor in writing. The contractor without raising any dispute on such assessment on standard of the vehicle provided or quality of service rendered would replace it with another acceptable commercial vehicle or attend to quality of service issues without delay.

11. The contractor shall not act as a broker for other hire companies or any individuals or transfer or any assign or sub- let any part of the contract or any share of interest in any manner or degree, directly or indirectly, to any third party whatsoever and the contract will be valid only if the contractor signing the contract supplies the vehicles themselves from their own fleet.


(S.K. Sinker)
16/9/19
Sr. Administrative Officer
For Addl. Director General(P)