

No. D-26016/04/2016-Genl.I(Vol-II)
Government of India
NITI Aayog

Sansad Marg, New Delhi.

Dated, the 28th April, 2016

To,
M/s New Yadav Tourist,
Shop No.K-8, Pocket-K,
Saket,
New Delhi-110017.

Sub: Hiring of 'Taxi Services (CNG Fuel) by NITI Aayog – Offer
of contract - reg.

Sir,

I am directed to refer to your letters dated the 19th April 2016 and 27th April 2016 on the subject cited above forwarding therewith "Agreement for Engagement of Taxi" alongwith Performance Security Deposit in the form of Fixed Deposit (No.000461065 dated 27th April 2016 for Rupees fifteen lakhs forty one thousand only valid upto 27th April 2018 issued by Union Bank of India, Saket, New Delhi) and to convey the approval of the Competent Authority to award the contract for providing Taxi Services (CNG Fuel) in the NITI Aayog and attached offices for a period of 18 months with effect from 01.05.2016 as per the terms and conditions laid down in the Agreement. A copy of the Agreement signed by the Authorized Signatory in the NITI Aayog is enclosed.

Yours faithfully,

NKA
(N.K.Arora)

Under Secretary to the Govt. of India

Tele. No.23096527

Encl: Copy of Agreement.

Received.
Pankaj
28/4/16

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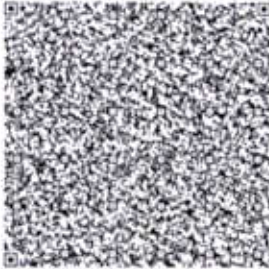
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL402155173921770
Certificate Issued Date	: 21-Apr-2016 11:01 AM
Account Reference	: IMPACC (IV)/ dl921303/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL921303794645328497820
Purchased by	: NEW YADAV TOURIST
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: NITI AAYOG
Second Party	: NEW YADAV TOURIST
Stamp Duty Paid By	: NEW YADAV TOURIST
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line.

"AGREEMENT FOR ENGAGEMENT OF TAXI"
 NITI AAYOG
 GOVERNMENT OF INDIA



Haiyam!

Statutory Alert

1. The authenticity of this Stamp Certificate should be verified at 'www.shiblestamp.com'. Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

[Non judicial stamp paper of Rs. 100]

**GOVERNMENT OF INDIA
PLANNING COMMISSION
AGREEMENT FOR ENGAGEMENT OF TAXI**

This agreement made on this 28th April 2016 between the President of India through CEO, NITI Aayog, Government of India, New Delhi represented by Shri N.K.Arora, Under Secretary, NITI Aayog, New Delhi (hereinafter referred to as the Buyer which expression shall unless excluded or repugnant in the context, be deemed to include their successors in office on one part and M/s. New Yadav Tourist, New Delhi (hereinafter referred to as CONTRACTOR which expression shall unless excluded by or repugnant to the context, be deemed to include his survivors or other persons entitled to share including his heirs, executors, administrators, representatives, assignees or successors (in Office) on the other part.

WHEREAS the CEO, NITI Aayog, New Delhi desires to entrust the job of providing DLY Taxes (CNG Fuel) to NITI Aayog, New Delhi on contract basis and invited tenders through CPP Portal/News Paper etc. for providing DLY Taxes (and hereinafter known as THE SAID JOB).

AND WHEREAS THE CONTRACTOR has agreed and is in position to undertake the said job to the satisfaction of the BUYER. Now, it is hereby mutually agreed by and between the PARTIES hereto that the following **TERMS AND CONDITIONS** would be applicable:

1. The contract shall be valid for a period of 18 (Eighteen) months from the date of letter awarding the contract, which can be further extended for such period as may be decided by the competent authority, but not more than 18 (Eighteen) months after review of performance of the firm.
2. The contract can be short closed on account of unsatisfactory services on due review of the performance by the Competent Authority in NITI Aayog. The unsatisfactory service shall mean and include non-compliance and non-fulfillment of any of the contractual obligations by the service provider and/or poor performance and violation of any of the



For NITI AAYOG

Handwritten signature: Harion

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Handwritten signature: N.K. Arora
 (NAME) N. K. ARORA
 (DESIGNATION) UNDER SECRETARY
 (OFFICE) NITI AAYOG
 (ADDRESS) 10, RAJENDRA PRASTH
 NEW DELHI - 110002

terms and conditions of the tender/contract and failure on its part to correct the discrepancies/shortcoming brought to its notice in writing by Incharge, Staff Car Cell, NITI Aayog. This provision may be attracted even when the successful bidder or any driver under his employment or engaged by him is engaged in any unlawful activity as proven in any court of law or is accused by the police authorities to have been involved in any such activity.

3. By virtue of this agreement, no relationship will be created between the drivers provided by the service provider and NITI Aayog. It will be the sole responsibility of the service provider to pay salary and other perks to its drivers and no complaints by any of its drivers in this regard will be entertained by this Department. If any such driver creates any nuisance which makes him unworthy of trust of this office in the opinion of the competent authority in this office, the service providers may be requested to withdraw that driver from this office. However, for any particular day of duty by any such driver as provided by the successful bidder (service provider), payment of overtime allowance at the rate applicable to the drivers under the employ of the Government would be the responsibility of the NITI Aayog, as explained herein.

4. The agreement can be terminated earlier by giving one month's written notice on NITI Aayog side and three months' notice on the side of Service Provider without assigning any reason and the decision of the Competent Authority shall be binding on the service provider. No claims for compensation of loss/revenues due to such decision shall be entertained.

5. All the vehicles to be provided by the successful bidder should be of **2015 make** or newer run on CNG fuel and should be owned by the contractor/agency and mechanically sound and should have decent interiors with other necessary accessories as defined in the contract.



For NITI AAYOG
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For NITI AAYOG
OFFICE OF THE
SECRETARY
MINISTRY OF TRANSPORT
GOVERNMENT OF INDIA
New Delhi

6. The quoted rates as follows will be all inclusive and no other charges will be paid extra except for the parking charge/toll road charges paid for official duty on production of original parking/toll coupons and the applicable service tax.

Category	Make	Minimum hiring of 2100 kms (In Rs per month)- i.e. Minimum monthly rate per vehicle.
I	Maruti Swift /Tata Indigo (Non-AC)	Rs.33,500/-
II	Maruti Dzire (AC)/Toyota Etios(AC)/Honda Amaze(AC)	RS.36100/-
III	Honda City(AC) Maruti Ciaz(AC)/Hyundai Verna (AC)	Rs.48100/-

- i. The extra per kilometer rate beyond the minimum monthly prescribed rate will be arrived on the pro-rata basis, which will be arrived by dividing the quoted rate in column 4 by 2100 Km.
- ii. If some vehicles are hired on daily basis, the applicable rate will be arrived on pro-rata basis. Since the vehicles are being hired on 24X 7 basis, the drivers would be paid the overtime allowances admissible to them by this office and as per the extra kilometer of journey by the vehicles beyond 2100 Kms. in a month, payment would be made on pro-rata basis.
7. No night charges will be payable. All the Terms and Conditions mentioned in the Tender Notice dated 16.02.2016 will apply in the case of the instant contract.
8. The services shall be provided on 24x7 basis.
9. The mileage for the purpose of "vehicle run" and "hours of duty" shall be reckoned from NITI Aayog/ place of duty (if assigned on the previous day or if there is a standing order as regards the place of duty.).
10. No mileage will be allowed to drivers for lunch/breakfast or for filling of fuel in the vehicle.
11. The average running of vehicles may at times exceed the prescribed limit of kilometers in a day/month. However, the number of kilometers for a vehicle hired on a monthly basis will be calculated only on the monthly basis (i.e., by comparing it with the monthly ceiling



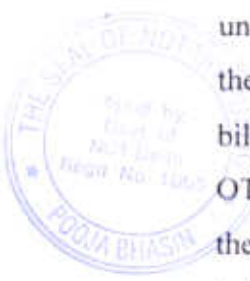
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 National Institute of Technology
 Delhi
 New Delhi

17. During the periodical maintenance of any vehicle, contractor/service provider shall provide a standby vehicle of same make & year. The same holds in case a driver is on leave/ absent from duty for some reason or other.
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18. Each of the vehicles thus hired shall always carry first aid box and mandatory spares, viz toilet kit, fuses, spark plugs, belts, fire extinguisher, torch, umbrella, etc.
19. The contractor/service provider shall be responsible for complying with obligations under Income Tax, ESI, PF, Contract Labour (Regulation and Abolition) Act, Minimum Wages Act, Labour Laws, etc., and damages to the third party arising out of accidents, etc., caused by any of the vehicles thus hired from the service provider. Further, the firm shall also be responsible for timely payment of wages, etc., directly to the drivers as per prevailing rate under the extant provisions of Act/Order of the NCT of Delhi in force. If any dispute arises between the firm and his driver in the matter of wages or their service condition, the same will be settled amicably between the contractor and the drivers engaged by them. This department will not be a party to any dispute in any case.
20. That the contractor/service provider would be responsible for complying with all statutory/legal obligations is a contractual obligation on the part of the contractor/service provider and if any breach of the same comes to the notice of this department, then the contract may be terminated by this office on that ground alone by giving notice for a suitable period.
21. The drivers would also be paid over time allowances as per the prescribed rates for drivers under the employ of the Central Government, as per the provisions of the Rules governing the same, for such overtime duties rendered to this Office by the drivers. On receiving the bills for the usage of vehicles and the names of drivers for the corresponding vehicles, the OTA admissible to them would be calculated by this office and the same would be paid to the service provider with details for every driver. Once they receive the same, it would have to be reimbursed to the drivers immediately, on monthly basis.



For NEW YORK
Harrison

NKA _____
Chief Executive Officer
NCT of Delhi
Department of Transport
Jawahar Lal Nehru Stadium Complex
New Delhi-110044
Phone: 26199990
Fax: 26199991

22. The contractor/service provider shall be responsible for all litigation arising out of the non-payment of road tax, service tax, etc., and other dues to the appropriate authority and also for the payment of compensation to drivers and any other involved parties in the event of death/injuries/damages arising out of accidents and due to various other causes etc.
23. It will be the responsibility of the Service provider to comply with all statutory obligations on his part arising out of this contract.
24. Bills for supply of vehicle for any month along with duty slips and log books duly signed by the users shall be submitted by the first week of the following month to Incharge of Staff Car Cell, NITI Aayog for payment of bills.
25. In case any officer so desires, the firm shall provide roof carrier on any such car detailed with the concerned officer for duty.
26. In case of dispute of any kind, the firm shall abide by the decision of the Competent Authority, NITI Aayog. In case the dispute is required to be referred to Arbitration, it shall be referred to sole arbitrator under Arbitration and Conciliation Act, 1996. Further, any controversy or dispute arising out of this contract shall be referred to the sole arbitration of Adviser (Adm) or any Joint Secretary level officer of the NITI Aayog, New Delhi or to any officer nominated by him/her. There shall be no bar to the reference of dispute to the arbitration by such officer as nominated by the competent authority even though the said officer, as an employee of the NITI Aayog, New Delhi, might have dealt with the matter earlier or expressed his opinion thereon. In case the arbitrator to whom the matter is originally referred to earlier is transferred or vacates his office or is unable to act for any reasons, the Joint Secretary level officer dealing with General Administration in this department shall be competent to appoint another person as arbitrator, who shall be entitled to proceed with the reference, from the stage at which it was left by his predecessor. No person other than the one nominated by the Adviser (Admn.) shall act as arbitrator. The decision of the Adviser (Admn.) or the officer nominated by him shall be final and binding on the party/parties. The arbitration



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proceedings shall be held at an appropriate location in Delhi/New Delhi. The limitation for filing claim for arbitration is 180 days from the expiry of the contract period and in case no claim is filed within this period, it shall be presumed that there is no claim. The place of settlement of disputes shall be Delhi. For the purpose of settlement of disputes in the Court of Law, it will be under the jurisdiction of the Courts in Delhi.

27. The service provider shall be responsible for keeping the vehicles duly insured in compliance of the provisions of Motor Vehicle Act. The service provider shall also be responsible for getting the Pollution Under Control (PUC) Certificate for every vehicle hired by NITI Aayog.
28. The service provider shall also be responsible for compliance of the legal provision in respect of the vehicle and shall **indemnify** the department for any loss on the account.
29. The vehicles will have to be fitted /provided with the following mandatory additional accessories/utilities.
1. Clean seat covers
 2. Quality radio music system
 3. Reading lamp
 4. Tissue paper box
 5. Car perfume
 6. Mobile charger
 7. Seat Belts (Front/ Rear)
 8. Umbrella during Monsoon.
30. Firms should have sufficient number of drivers having the experience of driving in Delhi and in NCR. The firm shall provide complete particulars of the drivers and copy of the registration certificate (RC) of the vehicles provided.
31. A declaration on the printed letter-head of the firm, stating inter-alia that the drivers provided are of good character, duly verified by Delhi Police from security angle and have a valid driving



For 1-2022

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N. K. Sharma
 (NITESH KUMAR SHARMA)
 JRY 8995
 Under Secretary
 NITI AAYOG (National Institute of
 Transforming India - NITI)
 110, Connaught Place, New Delhi
 110028, India

license and are well conversant with the roads of Delhi and NCR should be provided to the Incharge, Staff Car Cell of the NITI Aayog.

- 32. The firm should have an adequate number of telephone connections so that they can be contacted round the clock and the numbers of the same may be given to Incharge, Staff Car Cell in NITI Aayog.
- 33. The firm should have a provision to take bookings 24 x 7.
- 34. A daily record indicating time and mileage for each vehicle shall be maintained by the driver in a log book in a format as per government instructions and the log book shall be submitted to the concerned officer in NITI Aayog regularly for scrutiny.
- 35. The contractor shall not deploy any of the taxis provided/attached to the NITI Aayog or its attached offices in Delhi for any commercial purpose after duty hours or on holidays.
- 36. The agency shall ensure that the odometer of car supplied is properly sealed so that no tampering is done with a view to inflate distance traveled. In this regard, they should obtain and produce at the time of verification of log book, a certificate from the competent Motor Vehicle Authority.
- 37. The authorized officer of this Department may conduct a surprise checking of odometer of the car supplied from any workshop and cost thereof will be borne by the agency.
- 38. The number of vehicles under its ownership that the successful bidder would declare as intending to provide on rent to NITI Aayog in the technical bid would be considered as a contractual obligation on the part of the successful bidder and any violation of that would be considered as an offence under the Penalty Clause (Sl.No.8 being applicable for every such vehicle not under its ownership being provided on rent for service for every single day).
- 39. The driver and vehicle provided to this department by the firm should not be changed without prior permission.
- 40. The rates of contract awarded would be subject to review on the revision of CNG prices after the award of the contract. If there is any revision in the price of the CNG, the rate of contract will stand revised by one fourth (1/4th) of the percent revision in CNG- fuel price. The revision will take effect from the first day of the following month of the month in which revision takes place. For example, if the CNG price is increased/decreased by 10% on the 27th June, the rates of the contract will stand increased/decreased by 2.5% with effect from the following 1st July.



For NCVT
Harjot

M. K. Sharma
 Director, Staff Car Cell
 NITI Aayog
 Government of NCT of Delhi
 Block No. 10, Sector 11, Connaught Place, New Delhi - 110028

41. Any notice/director given to the Second Party under the terms of this agreement shall be considered to be duly served if the same have been delivered to, left for or dispatched by Registered Post to the Second Party at his last known address. Any notice to be given to the First Party shall be considered as duly served if the same is delivered to, left or dispatched by the Registered Post at his last known address. Any notice so posted shall be prima facie proof of service at the expiration of the time in which it reaches in the ordinary course of post.

IN WITNESS WHEREOF the Contractor has hereinto set his hand Shri N.K.Arora, Under Secretary, NITI Aayog, New Delhi for and on behalf of the President of India has hereinto set his hand.

IN WITNESS THEREOF SHRI N.K.ARORA, UNDER SECRETARY IN EXERCISE OF THE POWERS VEST IN HIM HAS SIGNED THE AGREEMENT FOR AND ON BEHALF OF THE PRESIDENT OF INDIA AND M/S AVTAR TRAVELS SECOND PARTY HAS SET HIS HAND HEREUNDER THE DATE AND THE YEAR MENTIONED ABOVE.

FOR NEWYAVTOURIST
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NKA
Signature of Under Secretary (Gen. I)
NITI Aayog with seal
Tender Document
(No.D-26016/04/2016/Gen.I dated, 16th February 2016.)

Authorized signatory of the firm

Witness *[Signature]*
PINTO KUMAR
64/3H, CHANDANI
VIHAR SANT
NAYAR
WEST
BURARI
DELHI-84
9810482681

