

EMPANELMENT OF TAXI OPERATORS ASSURED BUSINESS SCHEME

BACKGROUND-

GTDC is Nodal agency for procuring vehicles and making the same available to various Goa Government departments, Autonomous bodies on **short term hire**. GTDC intends to have pool of authorized vehicle operators holding valid permits/licenses issued by the Transport Department, Govt of Goa who either own vehicles or have access to sourced vehicles from the open market for the hire. The GTDC will select the operator to supply vehicles or additional vehicles depending on requirement. The GTDC will be at liberty to empanel more than one operators. The vehicle operators shall be empanelled as per rates fixed by GTDC Board for a period of 5 years and they will have to perform various services as required by the GTDC from time to time in accordance with the terms and conditions of empanelment.

An agreement will be executed with the selected operators and the empanelled operators will have to render their services strictly as per terms and conditions of the agreement failing which the empanelment will be terminated.

The terms "GTDC" or "Purchaser" are interchangeable and represent Goa Tourism Development Corporation.

ELIGIBILITY CRITERIA-

Taxi Operator must provide information and provide documents as evidence: -

- (i) Taxi Operator should obtain necessary permits/approvals from Department of Transport, Govt. of Goa, in case he/she is selected through this process.
- (ii) Taxi Operator must be able to provide minimum one car and must be in a position to attend the emergency situation by arranging alternative car, in case of breakdown etc.
- (iii) Taxi Operator must obtain GST Registration No.
- (iv) Taxi Operator must have Permanent Account Number (PAN) of Income Tax and AADHAAR card.
- (v) Taxi Operator must provide details of registered office (Address) with Telephone No. / Mobile No.

(vi) Taxi Operator must provide details of Address for communication along with Phone No. / Mobile No.

(viii) Taxi Operator should not have been blacklisted or debarred in the past by any other Government organization or Public Sector Undertaking (PSU) from taking part in Government tenders, in India.

TERMS AND CONDITIONS:

1. Taxi operator will be given assured business of minimum of 2000 kms to be covered in a month. operating for dry kilometers shall not be responsibility of GTDC.
2. The taxi operator will not be able to reject any booking request from GoaMiles and shall have to be deployed as per allotment done by Goa miles.
3. Absenteeism is limited to 4 days in a month.
4. A nominal fee of Rs.1000/- to be charged per vehicle by GTDC towards registration fee. If conditions 1-4 are violated then GTDC shall not be under obligation to pay the minimum assured amount to the operator.
5. Contract period will be valid for a period of 5 years divided into 5 terms of 1 year each. Renewal shall be done every year subject to satisfactory performance of terms and conditions of the contract unless it is terminated earlier.
6. The Vehicles empanelled under this contract can be assigned to any Government Department or office or GTDC package tours or Goa Miles app taxi service started by GTDC at a short notice and it shall be binding on the empanelled contractor to fulfill all terms and conditions of the contract. The empanelled operator shall not refuse to serve with any Government office/ Department/ Goa Miles under any circumstances anywhere in Goa.
7. The service provider shall provide the driver / service personal particulars (name, age, educational qualification, permanent and present residential addresses, landline/mobile phone numbers and particulars of driving license) of the driver, attested copy of the driving license and two copies of recent photographs (5cm x 5cm) while submitting acceptance of offer, and shall not change the driver without prior intimation to the GTDC and without complying with the relevant conditions laid down herein; however, in case GTDC receives any complaint from the Officer concerned about any misconduct, breach of etiquette, or other offence of the driver, the GM (Transport) shall, after summary investigations and

in consultation with the Officer concerned, require the service provider to terminate the service of the driver and employ an acceptable substitute, whereupon the driver shall be changed forthwith. Taxi Operator shall provide driver police verification application during the time of inducting new driver, and keep GTDC updated with the verification status within 1 month of induction of new driver. Every driver appointed under this program shall compulsorily undergo GoaMiles service and App training and shall follow all the rules and regulations laid-down by GoaMiles

8. The service provider shall always keep in the car necessary tool kit, first-aid kit and valid "pollution-under-control certificate" apart from attested copies of Registration Certificate, Insurance Certificate, Road Tax Receipt and Taxi Permit; an umbrella shall also be kept in the car during rainy seasons;
9. "The driver should be conversant with all traffic rules and should be familiar with roads and routes in Goa; he shall strictly obey the traffic rules;
10. The driver shall have to download Goa Miles app on his smartphone and abide by all terms and conditions of Goa Miles app. Driver "On-duty" time will be calculated based on GoaMiles App login and track of the service render as per the duty allocation.
11. The driver will have to switch on his GoaMiles App and accept all duties received by him failing which GTDC shall not be bound to pay the minimum rates assured in this scheme. In case of GoaMiles duties, Travel km will be considered based on GoaMiles App. Driver / operator personal shall submit the cash collected on GoaMiles duties to GoaMiles executive appointed at GTDC Panjim / Margaon on every day morning for previous day. Failure to this will imply penalties to the operator for 1.5 times of the cash collection
12. **Accuracy of Meter reading**: 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 correctness and to take action to recover the actual loss if any to the purchaser accordingly. Taxi Operator shall keep the odometer of the car properly sealed to the satisfaction of the Transport In charge GTDC GoaMilesExecutive /. In case any tampering or manipulation is found, the same shall entail cancellation of the service;

13. GTDC officials/GoaMiles Executive may conduct surprise checks or inspection of the car to ensure that the odometer or any other part of the vehicle has not been tampered with or manipulated by the Taxi Operator and/or his driver;
14. Payment of bill shall be made by cheque (a/c payee)/ RTGS within a fortnight of the settlement of bill by the concern Government Department, Autonomous bodies. Operator has to submit bills along with copy of log book or duty slip filled in all aspect along with receipt in duplicate.
15. TDS will be deducted from the monthly bills as applicable. If the Taxi Operator opts to pay the tax on his own or is exempted from tax under the Income Tax Act/Rules, he should intimate the same to the Competent Authority so that there will be no TDS;
16. Service Tax, Toll Tax and Parking Charges shall be payable (over and above the Hire Rate) by this office against production of valid documentary proof of payment of such taxes/charges by the Taxi Operator; such document should be verified and certified by the concerned official.
17. A daily account of particulars such as time of departure/arrival for each trip, odometer readings at departure/arrival for each trip etc. shall be maintained as per the format given by the indenting Department or as per format given by GTDC.
18. The Taxi Operator shall have not less than one landline phone and not less than two mobile phones (of which one should be in his own name) for round-the-clock communication. The driver shall be well mannered and shall observe etiquette (see Annexure-I) while on duty; he shall wear the prescribed uniform (see Annexure-II) and shall be seen neatly dressed always while on duty; he shall, at his own expense, maintain a mobile phone, which shall, however, be switched off while driving;
19. GTDC shall not be responsible or liable for any damage to the vehicle in case of any accident, natural calamity or other act of God and also shall not be liable for any theft of the vehicle or its parts or accessories. This office shall not be responsible or liable for any loss to Taxi Operator which might arise out of third party claims. This office shall not be responsible or liable for any challan for disobedience of Traffic Rules by the driver. On the other hand, Taxi Operator will be liable for any injury which may be caused to the person or property of the

passenger by any accident due to negligence of the driver or any other reason attributable to the driver;

20. The driver should be able to speak and understand English, Marathi, Hindi and Konkani.
21. The vehicles deployed for the duty should be parked with concerned Office or Department during working hours of the office but shall not be parked in the place reserved for the senior officers. Working hours are defined for two shifts
 1. Morning 9:00 hrs to evening 21:00 hrs with permissible 2 hrs break.
 2. Evening 21:00 hrs to Morning 9:00 hrs with permissible 2 hrs breakDriver shall complete all the duties which falls in-between of shift change over, Extra hours' payment to driver shall be managed and maintained by the operator from the revenue earn from extra duties
22. In case the car is found to have been used for any other purpose or the service provided by the Taxi Operator is found inadequate in any respect, the Competent Authority may at any time terminate the service with prior notice of not less than seven days;
23. All the vehicles should be sufficiently insured for 3rd party and the occupant as per law in force and shall have valid permits. The vehicles must compulsorily install Speed Limiting devices (SLD's) as applicable to M-1 category Transport vehicle as mandated by Motor Vehicle Act/ Rules in force.
24. **Special Conditions:**
 - I. Intending Taxi Operator must have a telephone/mobile number where requisition of Vehicles can be conveyed round the clock. Telephone/mobile Number must be specified in the bio-data of Taxi Operator.
 - II. No vehicle should be supplied having registration in the Name of employee of Government of Goa staff / GTDC staff.
 - III. Payment of any Govt. Tax including service tax or duty for plying the vehicles in Goa State will be liability of contractor.
 - IV. Parking and Toll charges, if any, may be claimed by producing the Parking/Toll slips along with the monthly bill. In case of journey out of Goa, the liable entry tax for other states may also be claimed by producing the entry tax slip/receipt along with the monthly bill.

V. The driver shall not be addicted to smoking, consumption of liquor/alcohol, Pan Masala/Gutka, Tobacco and shall never report to the duty under influence of alcohol.

VI. Taxi Operator shall ensure his driver deployed on service shall behave properly with passengers & specially respect women. Taxi Operator will be responsible any crime initiated by driver/personal against passenger / women's during the service

25. **Tax Deduction at Source:** Income tax and any other taxes as may be applicable from time to time during the currency of the service shall be deducted at source from the bills.

26. **Deviation:** The Taxi Operator must comply with the empanelled specification and all terms and conditions of service. No deviation will be permitted.

27. **Terms of Payment:** The bills in duplicate will be submitted for every month in the first week of the following month to the officers in charge of the Vehicles for the respective offices by the respective Taxi Operator for payment. The bills will be accompanied by log book, GPS vehicle log details, vehicle wise. All GoaMiles duties clocked within the month will be processed as per the GoaMiles duty log

28. **Duration/Period of Service:** Normally contract will be for 5 years renewable every year subject to satisfactory performance. However, extension will be considered at the same rates keeping in view of satisfactory performance of the firm and on mutual agreement.

29. **Termination of Contract:** The purchaser may, without prejudice to any other right/remedy for breach of contract, terminate the contract in whole or in parts for the following reasons:

a. If the contractor fails to arrange the supply of any or all of the vehicle(s) within the period specified in the contract or any extension thereof granted by the purchaser.

b. If the contractor fails to perform any other obligations under the contract agreement.

C The purchaser may, without prejudice to any other rights under the law or the contract provided, get the hiring done at the risk and the cost of the contractor, in the above circumstances.

d. Notwithstanding anything contained herein, the purchaser also reserves the right to terminate the contract at any time or stage during the period of contract, by giving notice in writing without assigning any reason and without incurring any financial liability to the service provider/contractor.

e. Termination for Insolvency The Taxi Operator may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

30. **Right to vary Quantities** The purchaser reserves the right to increase or decrease the required quantity of vehicles in the schedule of requirements without any change in the hiring charges of the offered quantity and other terms and conditions.

31. **Right to Accept or Reject** The purchaser reserves the right to accept or reject any bid or to accept whole or a portion of empanelment as it may deem fit, without assigning any reason.

32. **Insurance**: The Insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948 shall be taken by the Taxi Operator. The Taxi Operator shall arrange necessary insurance cover for any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on GTDC, the same shall be reimbursed/indemnified by the Taxi Operator.

33. **Miscellaneous Conditions**:

a. No other person except Taxi Operator's authorized representative shall be allowed to enter GTDC/ Government premises.

b. Taxi Operator shall be directly responsible for any/all disputes arising between him and his personnel and keep GTDC indemnified against all actions, losses, damages, expenses and claims whatsoever arising thereof.

c. The personnel engaged by the Taxi Operator are subject to security check by the Security Staff at any time.

d. Taxi Operator shall be solely responsible for payment of wages/salaries, other benefits and allowances including extra hour duty & night halts allowance to his personnel that might become applicable under any Act or Order of the Govt. GTDC shall have no liability whatsoever in this regard and the Taxi Operator shall indemnify GTDC against any/all claims, which may arise under the provisions of various Acts, Governments Orders etc

e. Taxi Operator shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff.

f. The Taxi Operator should prepare instruction sheet to the drivers with regard to their behavior, salient conditions of the service, numbers in case of emergency and ensure that the copy of the same shall be kept in the vehicle at all times.

34. **Force Majeure** If during the continuance of this services, the performance in whole or in part by either party of any obligation under this service is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this service nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance under the service shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of the purchaser as to whether the supplies/services have been so resumed or not shall be final and conducive, provided further that if the performance in whole or part of any obligation under this services is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the services.

MANAGING DIRECTOR GTDC

ANNEXURE-I

ETIQUETTE TO BE STRICTLY FOLLOWED BY DRIVER

("DO'S AND DON'TS FOR DRIVER")

- 1) Driver must wear the prescribed uniform and must be neatly dressed.
- 2) He must be punctual and must report for duty on time as instructed by the GTDC Official; he must salute the Officer with reverence both at the time of reporting to duty and at the time of bidding farewell every day;
- 3) He must always be courteous, polite and well-mannered to the officer concerned; he must also behave decently in any interaction with the personal staff of the officer; there shall be no consumption of Alcohol on duty, smoking of cigarette, biri or similar things or chewing of bubblegum, pan masala or similar things or doing of any other act in any manner offensive to the passenger by the driver;
- 4) He must usher the officer into the car before occupying the driver's seat for a trip; at the end of the trip, he must open the door for the officer to get down;
- 5) It shall be the routine duty of the driver to collect the officer's personal belongings or official articles like bags, tiffin, files, books etc. from his residence before start of the day's trip and to deliver such goods back at the residence at the end of the day's trip;
- 6) Driver must keep his mobile phone switched off while driving;
- 7) He must not also unnecessarily converse with the officer while driving;
- 8) He must always have his driving licence with him and must strictly observe the rule of the road;
- 9) He shall not drive the car negligently or rashly and also shall not scuffle with other users of the road causing discomfiture to the officer (passenger);
- 10) Payment of toll tax/ parking charges (both) will have to be paid on demand by the driver only, subject to afterwards reimbursement on furnishing of the total bills/receipts during the month.
- 11) He shall always maintain the car in clean and tidy condition.

MANAGING DIRECTOR GTDC

ANNEXURE II
DRESS CODE

White Trousers, White half sleeve Shirt, black shoes and white hat as per Goa MV Rules.

MANAGING DIRECTOR GTDC