

TERMS & CONDITIONS
FOR (AC)INDIGO CAR

1. The contract will be in force for a period of 1year.
2. The car shall be of 2009 or later model with good seat covers and should be in excellent running condition. The P.F. No. for their driver should be indicated in the quotation without fail.
- 3 The rates are inclusive of cost of HSD Oil, lubricants, spare parts, driver's salary, Road Tax, Toll Gate Charges, Insurance and any other incidental expenses in operating the vehicles during the contract period.

4 The engagement of Car will be as follows:

- 85 KM/12 hrs. per day,
- Payment will be made for extra hour beyond 12 hrs. in a day,
- Payment will be made for extra KM beyond 85 kms x No. of days engaged in a month on cumulative basis,

5. The contractor should supply the car either on oral or in written intimation from the company. If the contractor fails to supply the car according to the requirements of the company, the company may impose penalty up to Rs. 300/- per day of failure in addition to the charges incurred for engaging another vehicle.

6.The contractor shall pay penalty up to Rs. 50/- per hour of failure/non-reporting of the vehicle, if the contractor fails to adhere to the stipulated timings as intimated by HSL (Transport Section.)

7. RATE ADJUSTMENT:

The rates agreed by the contractor for running the car shall be firm throughout the period of contract except revision of prices i.e up-ward / down-ward of diesel / oil by the Government of India as per the formula indicated below:

$$R1 - R2 \times \text{No. of Kms}/12, \quad R1 = \text{New Rate}, \quad R2 = \text{Old Rate},$$

12= 14 km is the consumption of oil per liter .

8. The car which is to be deployed in HSL should be allowed to be inspected by a competent authority from HSL before finalizing the contract.

10 The contractor should submit a certificate from Pollution control Authority for the car at the time of supply of the vehicles and continue to obtain periodically as required.

11 The car shall be maintained in good condition and in the event of breakdown of any vehicle the same is to be replaced immediately. The replaced vehicle should confirm the suitability of the company and should be acceptable to the company.

12 The car should be free from any mechanical trouble and will subject to inspection by a representative of the company. The decision of HSL's representative as regards the suitability of a particular vehicle being offered by the contractor for hire shall be final and binding on the contractor.

13. The contractor shall ensure that the car is duly insured comprehensively against damage; injury etc. to the vehicles as well as the occupants there of whomsoever may be to be fully indemnified against such untoward contingency.

14. The drivers required for running the car efficiently are to be employed by the contractor himself and the company has nothing to do with their employment and service conditions. The operating staff's licenses and other relevant Rules & Regulations to be followed as per the order of A.P. State Road Transport Authority are to be ensured by the contractor.

15. The car are to be provided with proper driver who can comply with the decorum regarding dress (white uniform) and behavior. He should have valid license to run the vehicle.

16. The contractor shall ensure that the staff employed by him will behave themselves in a dignified manner and also be courteous during usage of the vehicles.

17. The contractor shall run the car as per timings stipulated by HSL and shall see that there is no delay in arrival or in early departure of the vehicles.

- 18.** The contractor should deploy the car as per the instructions of HSL (Transport Section) and should not take into cognizance any communication, instructions etc. given by any other agency of HSL so far as deployment of vehicles are concerned.
- 19.** The contractor or his nominated representatives must be easily available on telephone so that complaints, special instructions or call out for additional vehicle requirements can be relayed to him for implementation.
- 20.** Contractor shall make their own arrangements for providing lunch/dinner to the drivers.
- 21.** The company reserves the right to carry luggage on the engaged car without any extra cost.
- 22.** The company reserves the right to float a fresh tender and finalize new contract and also reserves the right to terminate the existing contract without assigning reason and any prejudice by giving one month's notice in writing to the contractor.
- 23.** The contractor should abide by all the statutory rules regarding payment of Minimum Wages, ESI, PF etc. to the drivers employed. Only those drivers covered under ESI, PF will be allowed to drive the vehicles.
- 24.** Any statutory levies such as Income Tax payable at source will be deducted from the bill.
- 25.** The driver of the car is required to obtain identify card/pass from the company.
- 26.** The contractor is required to execute a contract on Non-Judicial stamp paper of Rs.100/- value with the company for running the vehicle for a period of one year.
- 27.** The contractor is required to pay an amount of Rs.2,000/ (Rupees two thousand only) towards EMD along with the quotation and the same will be refunded to the un-successful bidder within 3 to 4 weeks and to the successful bidders it will be refunded on successful completion of the contract.

PAYMENT TERMS:

28. Monthly bills together with filled in log sheets shall be submitted for payment giving details in respect period of engagement in triplicate along with the copies of payment of P.F, Wages to the company every month and the payment will be arranged after receipt and verification of the bills.

29. All payments will be made by Account Payee Cheque within 30 days after submission of bills once in a month.

JURISDICTION:

30. The enforcement of the terms and conditions as well as all the transaction entered into by the contractor with the company shall be deemed to have been taken place within the jurisdiction of Visakhapatnam court where the works are stipulated and any cause of action arising to the due performance or breach of contract by either of the parties hitherto shall be deemed to have arisen within the jurisdiction of Visakhapatnam notwithstanding the residence or place of business of the contractor.

31. **ARBIRATION:**

All disputes between the parties shall be referred to the sole arbitration Chairman & Managing Director; Hindustan Ship yard ltd. will follow provisions of Indian Arbitration reconciliation Act, 1996.

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