

## TERMS & CONDITIONS

1. The rate contract will be in force for a period of 2 years.

Note: The bidder shall have experience of minimum period of one year for similar type of contract of supplying not less than 5 commercial cars to Govt. organizations or any other Public Sector Undertaking. Proof of experience to be enclosed.

2. The Bid shall be submitted in **Two Parts** Technical Bid & Price Bid in separate sealed covers duly inscribing "Part 1 - Technical Bid" and "Part 2 - Price Bid" as applicable. The over writing / erasures in the bid made by the bidder shall be signed by the person signing the bid. The bid shall remain valid for 90 days after the date of opening of bids. A bid valid for a shorter period shall be rejected.
  - 2.1 The List of documents to be submitted with Technical Bid are listed at Annexure "A". The Format for Price Bid is placed at Annexure "B". Incomplete Bids, Delayed Bids and Bids not submitted in the stipulated format are liable to be rejected. The Service Provider shall enclose a clause by clause confirmation of compliance.
3. The following vehicles are required from **Gate to Gate on Monthly Hire basis** to meet our requirement.

S.No.	Name / Type of Vehicle	Qty	Average Runs per month	Minimum Working Hours per day
a	Indicia cars (Non – AC)	9	i) 100 Km per day / 3000 Km per month ii) 85 Km per day / 2550 Km per month iii) 50 Km per day / 1500 Km per month	12 Hrs per day for all categories
b	Ambassador Car (AC)	1	60 Km per day / 1800 Km per month	14 Hrs per day
c	Truckers	2	60 Km per day / 1800 Km per month	12 Hrs per day

d	Ambulances	2	2550 km per month	24 Hrs per day standby
e	Tata Sumo (AC)	1	85 Km per day / 2550 Km per month	12 Hrs per day
f	Tata Sumo (Non AC)	1	85 Km per day / 2550 Km per month	12 Hrs per day
g	Indigo (AC) cars	3	60 Km per day / 1800 Km per month	14 Hrs per day
h	24 Seater bus (Non AC)	1	60 Km per day / 1800 Km per month	12 Hrs per day

- 3.1 Three monthly rated Indicia Cars (Non – AC) with average runs per month 2550 kms / 12 hrs per day are likely to be deployed at Cost Guard Office situated at Coal Jetty
- 3.2 While the above requirement is only indicative the number of vehicles on monthly basis may be increased or decreased based on actual requirement of Vehicles.
- 3.3 At times vehicles are required for short-term duration or a few days only Hence, Service Providers are required to quote the Hiring charges on Daily Basis also in order to engage vehicles on daily Rate Basis as and when required.
- 3.4 For Additional requirement of Non - AC cars on hourly basis – engagement details are one hour/ 10 kms per hour - rate to be indicated. Extra payment will be made for extra Kms beyond 10 kms. Rate per Kilometer for each extra Kilometers also to be indicated
- 3.5 The under-utilised kilometers of each vehicle shall be brought forward for next three months. If the accumulated kilometers are not utilised even after three months, such kilometers will get lapsed.
4. All the vehicles shall be of 2009 or later model with good seat covers and should be in excellent running condition.
  - 4.1 The vehicles which are to be deployed in HSL should be allowed to be inspected by a Competent Authority from HSL before finalizing the contract.

5. 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.

6. **RATE ADJUSTMENTS:**

The rates agreed by the contractor for running the vehicles 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:

$$\frac{(R1 - R2) \times \text{No. of Kms}}{14 \text{ (KM as applicable)}}$$

Note: R1= New Rate, R2= Old Rate,  
 14 = 14 km is the consumption of Diesel per liter in respect of Non-AC indica car,  
 12 Kms for AC Indica car,  
 10 kms for AC Ambassador Car,  
 10 kms for Trucker,  
 7 kms for 24 Seater Bus,

- 7 The contractor should supply the vehicles either on oral or in written intimation from the company. If the contractor fails to supply the vehicles 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.
- 8 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.)
- 9 The contractor should submit a certificate from Pollution control Authority for each vehicle at the time of supply of the vehicles and continue to obtain periodically as required.
- 10 The vehicles shall be maintained in good condition and in the event of break-down 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.
- 11 The vehicles should be free from any mechanical trouble and will be subject to inspection by a representative of the company during the period of the contract if required. 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.

12. The contractor shall ensure that the vehicles are duly insured comprehensively against damage or injury etc. to the vehicles as well as the occupants thereof or general public, whosoever it may be, are to be fully indemnified against such untoward contingency. HSL shall have no liability in this regard.
13. The drivers required for running the vehicles 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.
14. The vehicles 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.
15. 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.
16. The contractor shall run the vehicles as per timings stipulated by HSL and shall see that there is no problem due to delay in arrival or by early departure of the vehicles.
17. The contractor should deploy vehicles 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.
18. 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.
19. Contractor shall make their own arrangements for providing lunch/dinner to the drivers.
20. The company reserves the right to carry luggage on the engaged vehicles without any extra cost.
21. 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.
22. 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.

23. Any statutory levies such as Income Tax payable at source will be deducted from the bill.
24. All vehicle staff are required to obtain identity card / pass from the Security Department of the Company.
25. The contractor is required to execute a contract on Non-Judicial stamp paper of Rs.100/- value with the company for running the vehicles for a period of one year.
26. **SUBMISSION OF EMD:** The contractor is required to pay an amount of Rs.35,000/ (Rupees thirty five 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.
- 26.1 The EMD will be forfeited in case the Bidder withdraws his bid during the validity of the Bid as specified in the Bid form or as agreed to by him
27. **PAYMENT TERMS:**
  - 27.1 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.
  - 27.2 All payments will be made by Account Payee Cheque within 30 days after submission of bills once in a month.
28. **JURISDICTION:**

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.
29. **ARBITRATION:**

All disputes between the parties shall be referred to the sole arbitration of the Chairman & Managing Director; Hindustan Shipyard Ltd., Visakhapatnam and will follow provisions of Indian Arbitration & Reconciliation Act, 1996.