

TERMS AND CONDITIONS FOR SUPPLY OF DIFFERENT CATEGORIES OF AIR
CONDITIONED CARS, SUV's Etc. OF 2014 OR LATER MODEL ON HIRE TO
RINL,VSP

1. The offer from the Tenderer shall be valid for a period of *four months* from the date of opening of the Tender.
2. The offer should be sent in sealed cover addressed to the DGM (P&A Contracts), Visakhapatnam Steel Plant (Company), Visakhapatnam 530031 superscribed as "TENDER FOR SUPPLY OF DIFFERENT CATEGORIES OF AIR CONDITIONED CARS AND SUV's Etc. ON HIRE" on the top of the cover/envelope so as to reach him not later than 03.00pm on 12.01.2015. The tenders will be opened immediately thereafter.

PERIOD OF CONTRACT: The contract shall be for a period of *3 (Three) years* to be reckoned from the date of starting of the contract. The company reserves the right to extend the contract by a further period up to 6 (Six) months on the same rates, terms and conditions. The contract can be extended for a further period of 6 months (beyond initial period of 6 (six) months), if required, on mutual consent.

3. The offer shall be accompanied by *Earnest Money Deposit for ₹75,000/-* payable by crossed Demand Draft/PO/BC drawn in favour of **RASHTRIYA ISPAT NIGAM LIMITED**, Visakhapatnam Steel Plant, Visakhapatnam. The EMD will be refunded to the unsuccessful tenderers after finalization of the contract. The EMD shall not carry any interest. However, the EMD shall be converted as part of Security Deposit in respect of the successful tenderer and shall be refunded after the contract period is over and after necessary deductions in respect of claims, if any.
4. The tenderers should have successfully executed a *single work order of providing on hire light motor passenger vehicles such as cars/jeeps/Mini vans/ambulances of the value equal or more than ₹15.40 LAKHS during the last 07 (seven) years ending on 30.11.2014* (Preceding month end date from the issue of NIT will be mentioned) and *average financial turnover during the last three years (2011-12,12-13,13-14) shall be equal or more than ₹9.24 lakhs.*
5. The successful agency must have a minimum of 1 (one) vehicle each of the first three categories of vehicles (mentioned at sl.nos. a, b and c of the quote sheet), manufactured in 2014 or later registered on its name. Proof of ownership to this effect will have to be submitted by the agency within three months from the date of operation of the contract. In the event of the agency not fulfilling the above condition, a penalty of ₹.200/- (Rupees Two hundred) per vehicle per day shall be recovered from the agency for the deficient number of vehicles. It will also be mandatory for the agency to maintain the ownership of having at least 1 (one) vehicle each of the first three categories of vehicles of the prescribed standard/model, in its own name throughout the contract period. Proof of ownership to this effect needs to be submitted once in 6 (six) months.
6. The cars supplied should be of 2014 or later model (i.e. manufactured in 2014 or later) and should be in excellent running condition, with good interiors and having valid permits and other relevant certificates including insurance.
7. The cars should be free from any sort of mechanical/ electrical troubles and will be subjected to inspection by representative of the company. The cars that are supplied should be in good condition in all respects. The vehicles will be rejected by the Company in case they do not meet

the requirements of the Company including functioning of Air conditioning. The decision of the Company is final in this regard.

8. In the event of break down of any vehicle the same is to be replaced with a car within one hour. The payment will not be made for the break down period, in case that exceeds more than an hour.
9. All cars must be registered as tourist cabs. Necessary documentary proof may be furnished as and when sought by the Company.
10. All vehicles should be provided with one no. of Mineral water bottle and daily News paper (English) per each day of engagement. In addition to the above one umbrella, White towels and provision for mobile phone charging should be provided in case of High end model vehicles.
11. The agency should ensure that the vehicle(s) run in accordance with the conditions of permit granted by the Transport authority and confirm to the statutory requirements of the Motor Vehicle Act and the rules framed thereunder.
12. If the agency fails to supply any of the vehicles that are hired, as per the prescribed standard, the Company reserves the right to make alternative arrangements by hiring the vehicle(s) from any outside party(s). Any additional expenditure incurred on account of such arrangement(s), in addition to a penalty of ₹.500/- per day, in each case, will be recovered from the amounts payable to the contracting agency.
13. If the agency for any reason whatsoever, fails to adhere to the stipulated timings as intimated by the user, it will ordinarily be treated as the failure of the agency to supply the vehicle. However, the user reserves the right to accept the vehicle even if reported late, at his/her own discretion. In such a case, the Company may impose a penalty for late reporting at the rate of ₹.200/- for each instance.
14. The agency should ensure that the vehicles given on hire conform to all the statutory obligations as may be prevalent. In case the vehicle is detained by the authorities of RTA/ Traffic Police for violation of any rules and if such period of detention exceeds more than half an hour causing inconvenience to the staff/officer/guests of the Company, the agency should provide a suitable alternative vehicle of the prescribed standard within one hour failing which a penalty as deemed fit will be imposed on the agency.
15. All the drivers engaged by the Agency for the vehicles supplied on hire to RINL,VSP must be provided with mobile phones in working condition and ensure that the drivers carry the same.
16. The agency must communicate the details of the vehicle(s) including the driver(s) name and Mobile number(s) by SMS to the authorized representative of the Transport section of General Administration department well in advance of supply of the vehicles . Besides, the same information may also be conveyed in advance through SMS to the Officer/guest to whom the vehicle has to report.
17. The rates quoted shall be excluding Service tax. However, Service Tax will be reimbursed to the Agency on submission of proof of payment and other relevant documents, to enable the Company to claim for CENVAT.

18. The Agency must ensure that the drivers engaged by them while on hire to RINL, VSP shall possess necessary licenses and follow relevant rules and regulations of AP State Transport Authority.
19. The agency shall ensure that the drivers deployed by them will conduct themselves in a temperate manner and also be courteous to the guests during the use of the vehicles. The drivers of all the vehicles should wear white shirt, white pants and black shoes. Drivers of the higher end model cars along with the above prescribed uniform should also wear white cap while on duty.
20. While the vehicle is in the company premises, it shall be subject to the security regulations in force in the company from time to time. Agency shall obtain vehicle/ driver pass issued by CISF/ Transport section of General Administration department and shall ensure that valid passes are always available with the drivers concerned, while on hire to RINL, VSP.
21. The staff/drivers deployed by the agency shall be fit both physically and mentally to perform their duties while their service is provided to RINL, VSP. The agency shall also ensure engagement of drivers who do not have any adverse record with respect to character in the past.
22. The rates agreed to by the Agency shall be firm throughout the period of contract excepting the escalation / de-escalation in fuel rates. The variation in fuel rate shall be calculated as per the formula given below:
Amount of variation = $(R1-R0) \times \text{KMs run} / 10\text{Kms}$
Where R1 = Rate per litre of HSD oil at VISAKHAPATNAM on the 1st day of the billing month
R0 = Rate per litre of HSD oil at VISAKHAPATNAM on the tender opening date
KMs = No. of Kilometers run
10KMs = The mileage per litre of HSD oil

Note: No variation other than variation in HSD Oil rates would be admissible
23. The agency shall execute a contract on a non-judicial stamp paper of requisite value with the Company for running the cars for a period of 3 (three) years. Proforma of the agreement to be entered is enclosed.
24. The contract may be terminated in normal conditions, without assigning any reason by giving prior written notice of three months by RINL,VSP. However, the rate contract may also be pre-closed by giving one month advance notice for any administrative reason.
25. In case of any non-performance/failure to perform any contractual clause/ Contractual obligation under the tender by the Agency, VSP will have the right to terminate the contract at the risk and cost of the Agency at any time during the operation of the contract after giving three month notice.
26. INITIAL SECURITY DEPOSIT (ISD): Initial Security Deposit for the work shall be @ 2% of contract price. Earnest Money Deposited by the successful tenderer shall be adjusted against ISD, and the difference between ISD and EMD shall be deposited in the manner mentioned in the work order/letter of acceptance.

RETENTION MONEY: Retention Money for contracts up to a value of Rs. 100 lakhs, at the rate of 7.5% of the bills for works with defective liability period not NIL and at the rate of 5.0% for works with defective liability period “NIL” will be deducted from each bill until this amount together with the Initial Security Deposit reach the limit of retention which is 7.5% or 5.0% as the case may be for the value of work. The Retention Money shall be released after the satisfactory completion of defect liability period after liquidating the defects. For contracts of value above Rs.100 Lakhs, the limit of retention money shall be Rs.7.5 lakhs plus 5% of the value exceeding Rs.100 lakhs.

Security Deposit: The Public Sector Enterprises or State/Central Government Undertakings/ Micro & Small Enterprises (MSEs) listed with NSIC will not be required to submit Security Deposit, but however they shall submit “Performance Guarantee Bond” in lieu of Security Deposit in the prescribed proforma equivalent to the value of Security Deposit covering the period of contract + defect liability period + 6 months (Claim period).

27. The agency shall ensure availability of its authorized representative(s) over phone round the clock.
28. The Company agrees to pay the agency for providing transport facility the hire charges which are agreed upon subject to the following conditions.
 - i) Minimum period of engagement will be 4 hours. In case the vehicle is engaged for less than the minimum guaranteed period, payment will be made for the minimum guaranteed period of 4 hours.
 - ii) The opening/closing of time/meter reading will be with reference to the place of reporting as indicated in the respective work order.
 - iii) Toll gate charges, parking fees and in case of out station journey the permit charges, whenever incurred by the agency, will be reimbursed to the agency by the Company on submission of proof of payment.
 - iv) In case of outstation journeys, if the vehicle has to be retained during the night hours, night halt charges at the rate of ₹.200/-per night will be paid to the agency. Night halt will mean retention of the vehicle beyond 12 midnight and upto 5AM. If the vehicle is retained at the out station after the initial day, day halt charges at the rate of ₹ 500/- (Rupees Five hundred) per day will be paid to the agency along with the charges for the actual run in terms of kilometers on that particular day.
29. All payments to the agency towards hire charges shall be made by Electronic Fund Transfer (EFT) system against bill submitted by the agency once in a calendar month. Any recoveries to be made from the Agency shall be deducted from the bills payable to it under the contract with the company. The payments shall be made within 15 days of submission of bill complete in all respect by the agency. Any recoveries to be made from the Agency shall be deducted from the bills payable to it under the contract with the Principal. Recovery of income tax at source will be made from contractor’s bill and deposited with Income Tax Department as per rules.

30. PAYMENT MODE FOR BILL AMOUNTS:

30.1 Following are the options available to the Contractors for availing e-payments:

30.1.1 EFT System: Under this saystem Banks offer their customers money Transfer service from account of any bank branch to any other Bank Branch. The EFT system presently covers all the branches of about 77 banks located at 15 centers indicated below, where clearing houses are managed by RBI i.e.,

i) New Delhi ii) Chandigarh iii) Kanpur iv) Jaipur v) Ahmedabad vi) Mumbai vii) Nagpur viii) Hyderabad ix) Bangalore x) Chennai xi) Trivandrum xii) Kolkata xiii) Bhubaneswar xiv) Guwahati xv) Patna.

30 .1.2 Direct Credit: Suppliers opting for this system may open Bank accounts with any one of the following banks:

- i) State Bank of India - Steel Plant Branch
- ii) Canara Bank - Steel Plant Branch
- iii) Bank of Baroda - Steel Plant Branch
- iv) State Bank of Hyderabad - Steel Plant Township Branch
- v) Andhra Bank - Steel Plant Township Branch
- vi) UCO Bank - Steel Plant Township Branch
- vii) IDBI - Visakhapatnam Branch

30.2 The Successful tenderer shall agree that all the payment due and payable in terms of the contract will be paid direct to his bank account and he shall give the bank account number and the address of the Bank in which the money is to be deposited” as per the format given below:

- (1) Party Code :
- (2) Option : RTGS / EFT
- (3) Beneficiary Details
 - a) Name of Beneficiary (Max.35 characters) :
 - b) Bank Name (Max. 35 characters) :
 - c) Branch Name (Max. 35 characters) :
 - d) Account Number (Max. 35 characters) :
 - e) Account type (Max. 35 characters) :
(Savings / Current / Overdraft) [Mention Code No. also]
 - f) Beneficiary Bank’s IFSC Code (Max. 11 characters) :
(For RTGS Mode only)
 - g) Beneficiary Bank’s MICR Code (Max.09 characters) :
(For EFT Mode only)

(Signature of the Party / Contractor)

Name:

Desgn.:

Signature of Tenderer

CERTIFICATE

Certified that the above particulars are found to be correct and matching with our records in respect of the above beneficiary.

(Signature of Branch Manager)

Name:

Seal of Bank:

- 30.3 The contractor has to submit their bank account details in VSP format duly certified by Concerned Bank Manager for the purpose of making electronic payment before submission of First Running Account Bill, failing which the bill will not be processed.
- 30.4. The Successful tenderer is required to give an undertaking to the Finance Department of VSP that the payment made by RINL/ VSP of any sum due to him by directly remitting the same in his bank, the address and the number of which is to be furnished, shall be in full discharge of the particular bill raised by him, and that he shall not have any claim in respect of the same.
- 30.5 In respect of payment made through Electronic Fund Transfer mechanism or Direct Credit to the supplier's/contractor's bank account, the supplier/contractor/receiver should intimate discrepancies, if any, within 10 days from the date of dispatch of intimation letter of payment to them to Finance Department of VSP failing which it shall be presumed that the funds have reached to their bank account and that no claims will be entertained after the said 10 days.
31. The agency shall be responsible for the safety of all the employees and or workmen/drivers employed or engaged by it in connection with the work and shall report to the Employer and other local authorities concerned all cases of serious accidents however caused and whenever occurring on the works and shall make adequate arrangements for rendering immediately all possible aid to the victims of the accidents.
32. It is the responsibility of the Agency to implement or adhere to all the statutory requirements. The Company does not have any obligation whatsoever, on this account.
33. The Agency shall indemnify and keep indemnified the Company against all losses/ damages caused by the agency or its employee in any manner to any property of the Company arising out or in consequence of the work under this contract.
34. If the agency fails to comply with any conditions of the contract other than those for which penalties are clearly specified including non supply of prescribed model vehicle, the Company shall impose a fine of ₹.500/- on each occasion. The decision of the Company in this regard shall be final and binding.
35. If it comes to the notice of VSP at any stage right from request for enlistment/tender document that any of the certificates/ documents submitted by the applicant for enlistment or by bidders are found to be false / fake / doctored, the party will be debarred from participation in all VSP tenders for a period of 05 (Five) years including termination of contract, if awarded. EMD/Security Deposit etc., if any will be forfeited. The contracting agency in such cases shall make good to VSP any loss or damage resulting from such termination. Contracts in operation anywhere in VSP will also be terminated with attendant fall outs like forfeiture of EMD/Security Deposit, if any, and risk and cost charges etc. Decision of VSP management will be final and binding.
36. Failure to execute the work after Letter of Acceptance (LOA) is given will make the party liable for debarring for a period of 2 (two) years.

37. **SETTLEMENT OF DISPUTES BY ARBITRATION:**

Except the matters covered under above, all disputes and differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by Arbitration in accordance with Rules of Arbitration of Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties, provided that withholding of any of the certificate, decision, opinion, direction, valuation etc., by the Engineer for a period of more than six months shall be referable to Arbitration and the same shall not be barred as Excepted matter.

Unless otherwise directed by the Engineer, the further progress of any work under the contract shall continue during the Arbitration proceedings and no payment due or payable by the Employer shall be withheld on account of such proceedings. It shall not be open to Arbitrators to consider and decide whether or not such work shall continue during Arbitration Proceedings.

Provided further that no reference to Arbitration whether the final bill for the work has been passed or not shall be made later than 6 (six) months from the date of satisfactory completion of the work under the contract. The Arbitral Tribunal shall make a reasoned award.

The Arbitrator's fee, expenses and all other costs and other expenses relating to the holding of Arbitration shall be borne by both parties equally. However, the fees and expenses of the advocates and expenses relating to the presentation of witnesses shall be borne by the respective parties. Should the Arbitrator give specific award in respect of costs then it would prevail.

The venue of Arbitration shall be at Visakhapatnam, Andhra Pradesh, India.

38.0 **NOTICES:**

38.1. **Serving notices on Agency:** Any notice to be given to the Agency under the terms of the contract shall be considered duly served if the same shall have been delivered to, left for or posted by registered post to the Agency's Company place of business (or in the event of the Agency being a company to or at its Registered Office) or at the site.

38.2. **Serving Notices on Employer:** Any notice to be given to the Employer under the terms of the Contract shall be considered as duly served, if the same shall have been delivered to, left for or posted by Registered Post to the Employers last known address.

39 **Force Majeure:**

39.1 If at any time during the continuance of the Contract, the performance in whole or in part by either party or any obligations under the Contract shall be prevented or delayed by reason of any war, hostilities, act of public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restrictions and Acts of God (hereinafter referred to as 'Events') and provided notice of the happening of any of the above mentioned Events duly certified by Indian Chamber of Commerce in case Events occur in India or International Chamber of Commerce, Paris, France in case Events occur outside India is given by either party to the other within twenty-one (21) days from the date of occurrence thereof, VSP shall have the right by reason of such Events to terminate the Contract without however, affecting the right to any claim for damages on the Service provider /successful bidder in respect of such non/performance or delay in performance.

However, in the event of VSP having agreed, the operations under the Contract shall be resumed after such Events have come to an end/ceases to exist. Should one or both the parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of at least six (6) months and VSP not having terminated the Contract by that time, the two parties should consult each other regarding the further implementation of the Contract. If no mutually satisfactory arrangement is arrived at within a period of three (3) months from the expiry of six (6) months referred to above, the Contract shall be deemed to have expired at the end of the three (3) months referred to above. The above mentioned expiry of the Contract will imply that both the parties have obligations to reach agreement regarding the winding up and financial settlement of the Contract.

- 39.2 The above mentioned force majeure Events shall not include constraints which could prudently be foreseen like shortage of power, non-availability of raw materials, difficulties in making transport arrangements etc.
- 39.3 The above mentioned force majeure Events shall not also include similar events happening in the works of the sub-Service providers / suppliers etc of the Service provider /successful bidder.

SIGNATURE OF THE TENDERER

AGREEMENT
AGREEMENT NO. VSP/P&AC/C- / _____

ARTICLES of agreement made at Visakhapatnam this ----- day of ----- between RASHTRIYA ISPAT NIGAM LIMITED having its Registered Office at Administrative Building, Visakhapatnam Steel Plant, Visakhapatnam, hereinafter called the Company which expression shall unless repugnant to the context includes its Administrators, Assignees, Representatives, Successors etc. of one part and M/s.-----, Visakhapatnam, Andhra Pradesh – represented by Shri -----, Proprietor hereinafter called the Agency which expression shall whatever the context admits includes their partners, heirs, executors, administrators, representatives etc of the other part.

Whereas the Company is desirous that certain services should be provided namely “Hired Taxi Services” by providing different categories of Air-conditioned cars, SUV’s etc of 2014 or later model on hire to Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, for a period of 3 (three) years, and has accepted a tender by the Agency for providing such services.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the general terms and conditions of contract herein after referred to

The following documents shall be deemed to form and be read and construed as part of this agreement viz.

- (i) TERMS AND CONDITIONS FOR SUPPLY OF DIFFERENT CATEGORIES OF AIR CONDITIONED CARS, SUV’s Etc. OF 2014 OR LATER MODEL ON HIRE TO RINL VSP
- (ii) QUOTE SHEET
- (iii) LOI

In consideration of payments to be made by the Company to the Agency as herein after mentioned, the Agency here by covenants with the Company to provide Hired Taxi services in conformity in all respects with the provisions of the contract.

The Company hereby covenants to pay to the Agency in consideration for the services, the contract price at the time and in the manner prescribed by the contract.

No amendment to this agreement shall be valid or be of any effect unless the same is agreed to in writing by both the parties hereto and specially stated to be an amendment to this agreement.

All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Andhra Pradesh and only the courts in Andhra Pradesh shall have jurisdiction to determine the same.

The several parts of this contract have been read to us and fully understood by us.

AS WITNESS OUR HANDS THIS DAY OF MONTH YEAR
SIGNED BY THE SAID IN THE PRESENCE OF

(Company)

(AUTHORISED REPRESENTATIVE OF THE AGENCY)