

SCOPE OF WORK

The job is for providing on hire **SEVEN SEATER (6 + 1) Soft Top Diesel Jeeps (Minimum of 2400cc displacement and 55 BHP)** manufactured in 2016 or later model to **RINL,VISAKHAPATNAM STEEL PLANT** on rate contract to Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, for a period of 4 (four) years, on regular as well as on temporary basis. The successful agencies have to provide hired taxi service to Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant for use within Visakhapatnam City limits as well as for outstation journeys as per the agreed rates, terms and conditions.

**TERMS AND CONDITIONS for the work of “Supply (on hire) of 7
Seater (6 + 1) Soft Top Diesel jeeps (Minimum of 2400cc displacement and 55 BHP)
to RINL, Visakhapatnam Steel Plant”**

1. The offer from the tenderer shall be valid for a period of 120 days from the date of opening of the Tender.
2. **PERIOD OF CONTRACT:** The contract shall be for a period of 48 (**Forty eight**) **Months** to be reckoned from the date of starting of the contract. (**Defect Liability Period – Nil**). However the Company reserves the right to extend the contract by a further period of 4 (four) months on the same rates, terms and conditions.
3. The Agency must have a minimum of 10 (ten) Light Motor Vehicles of any make, having road worthiness certificate issued by RTA, in its name at the time of submission of the tender. Proof of ownership issued by concerned state transport authority has to be submitted along with the tender. Successful Agency will have to ensure that a minimum of 50% of the jeeps (*as per the make offered by the agency which is indicated in the LOA*) supplied by it to VSP, are owned by it at the beginning of operation of the contract. Proof of ownership to this effect will have to be submitted by the agency within one month from the date of operation of the contract. In the event of the agency not fulfilling the condition of submitting the proof of ownership of having a minimum of 50% of the jeeps supplied to VSP based on the work order placed on it at the beginning of the operation of the contract, a penalty of RS.100/- (Rupees One hundred) per jeep per day shall be recovered from the agency for the deficient number of jeeps. It will also be mandatory for the agency to maintain the 50% of the jeeps of the prescribed standard/model, supplied by it based on the initial work order, in its own name throughout the contract period. Proof of ownership to this effect needs to be submitted once in 3 (Three) months.
4. 2 (Two) Agencies will be engaged for supply of jeeps on hire. The job will be distributed among the LI and the second agency in the ratio of 60:40 at the beginning of the contract. Efforts will be made to maintain the same ratio throughout the contract period, subject to satisfactory performance of the Agency. Decision of Company in this regard will be final.

5. The Principal agrees to pay charges to the agency which are agreed upon, towards supply of **(on hire) of 7 Seater (6 + 1) Soft Top Diesel jeeps (Minimum of 2400cc displacement and 55 BHP) to RINL, Visakhapatnam Steel Plant** at/from **Visakhapatnam**, subject to the following conditions.

- i) Payment for a minimum guaranteed usage of 240 hours per month will be made to the agency in respect of the jeeps hired on regular basis and payment on extra usage if any (in addition to the minimum guaranteed hours) will be on pro-rata basis. In case of vehicles hired on temporary basis payment will be made on pro-rata basis
- ii) Hours/ Kilometers run will be counted from the time/Place of reporting of the Vehicle to the time/Place of release of the vehicle.

Minimum period of engagement will be 3 hours. In case the vehicle is engaged for less than the minimum guaranteed period, payment will be made for minimum guaranteed period of 3 hours. In case of regular vehicles, if the vehicle is called for duty and released after the duty on any day the vehicle will not be requisitioned again on the same day.

- 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 along with the RA bills by the Principal on submission of proof of payment (duly certified by the user).
- iv) Vehicles for outstation journeys will be requisitioned from Visakhapatnam only.
- v) In case of out station journeys, if the vehicle has to be retained during the night hours, night halt charges at the rate of RS.100/- (Rupees One hundred) per night will be paid to the Agency. If the vehicle is retained at the out station after the initial day, day halt charges at the rate of RS. 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.

6. The Jeeps supplied on hire shall be **(on hire) of 7 Seater (6 + 1) Soft Top Diesel jeeps (Minimum of 2400cc displacement and 55 BHP) to RINL, Visakhapatnam Steel Plant** which are manufactured in 2016 or later, *as per the make offered by the agency which is indicated in the LOA* and should be in excellent running condition, with good interiors. This is applicable to the jeeps supplied for short term/ temporary requirements also. The Agency should be in a position to supply all the jeeps **(7 SEATER (6 + 1) Soft top Diesel jeeps (Minimum of 2400cc displacement and 55 BHP)) as per the make**

offered by the agency which is indicated in the LOA within **Sixty (60) days** from the date of issue of letter of intent/work order.

7. The jeeps should be free from any sort of mechanical / electrical/ other troubles and will be subject to inspection by representative of principal. The decision of the principal's representative as regards the suitability of a particular jeep being supplied by the agency on hire shall be final and binding on the Agency.
8. In the event of breakdown of any vehicle the same is to be replaced with a jeep of prescribed standard within one hour.
9. All Jeeps must be registered as Tourist Cabs. This status must be continued for all the jeeps throughout the contract period. Necessary documentary proof may be furnished as and when sought by the principal.
10. The Agency shall deploy jeeps as per the instruction of the authorized representative of General Administration department of VSP and should not take into cognizance any communication, instruction etc. given by any other Agency so far as deployment of jeeps is concerned.
11. The Agency shall run the vehicle as per the timings stipulated by the authorized representative of General Administration Department/user and shall ensure that there is no delay in the service. The timing stipulated may be changed depending upon the convenience of the user Department and the same shall be intimated to the Agency in advance.
12. The Agency shall ensure that it will adhere to the speed limits prescribed under relevant schedule of the Motor Vehicle Act or prescribed by the conditions of permit or as are in force from time to time within and beyond Visakhapatnam limits.
13. The Agency should ensure that the vehicle / vehicles run in accordance with the conditions of permit granted by the Transport authority and conform to the statutory requirements of the Motor Vehicle Act and the rules framed there under. 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 principal, the payment for the total period of engagement for the day will be deducted and the Principal may at its discretion impose a fine of RS.100/- (Rupees One hundred) for each such occasion

14. The Agency shall bear the cost of lubricants, spare parts and all other incidental expenses.
15. The Agency shall ensure that the 'C' book/Registration book is available with the respective vehicle
16. The Agency shall ensure that the jeeps to be run shall be duly covered by insurance as required under law.
17. The initial work order being placed on the agency for supply of jeeps on hire on regular basis will be based on the requirement at that point of time which may subsequently increase/ decrease as per the decisions of the Principal. The Agency shall be in a position to supply additional jeeps of the prescribed model and standards (*as per the make offered by the agency which is indicated in the LOA*) for regular requirements to the Principal on prior notice of one week.
18. If the Agency fails to supply any of the jeeps that are hired on regular basis as per the prescribed standard, the principal reserves the right to make alternative arrangements by hiring the jeep(s) from any outside party(s) at the risk & cost of the contractor(s). Any additional expenditure incurred on account of such arrangement(s) will be recovered from the running account bills of the concerned contracting agency. Besides a penalty of RS. 600/- (Rupees Six hundred) per day for failure to supply each jeep will be imposed on the agency which will be recovered from the running account bills.
19. The agency shall be in a position to supply jeeps for temporary / short term requirements at one hour notice (either through work order or through telephonic request from the principal's authorized representative). In case of failure of the agency to supply the vehicle of the prescribed standard, the principal reserves the right to hire jeep from any outside party / parties. Any additional expenditure incurred on account of such arrangement will be recovered from the running account bills of the contracting agency. Besides, a penalty of RS. 600/- (Rupees Six hundred) per day for failure to supply each jeep will be imposed on the agency which will be recovered from the running account bills.
20. 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 jeep. However, the user reserves the right to accept the Jeeps even if it has reported late, at his/her own discretion. In such a case, the Principal shall impose a penalty at the rate of RS.100/- (Rupees One hundred) for each hour of delay.

21. All the drivers engaged by the Agency must be provided with mobile phones with Incoming and Outgoing facility in working condition (*an amount of Rs.100/-per month has to be reimbursed to the drivers towards mobile charges*) and the mobile numbers of the drivers and the Supervisor(s) shall be intimated to the authorised representative of Transport section of General Administration department as well as concerned user before commencement of the contract and the agency has to ensure that the drivers carry the mobile phone while on duty.
22. In respect of the Temporary/Short term requirement of vehicle(s) the Agency must communicate the details of the vehicle(s) including the driver(s) mobile number(s) by SMS to the authorized representative of transport section of General Administration department well in advance.
23. The Agency shall employ the required number of drivers who are Physically and Medically fit for running the vehicles efficiently and the principal has nothing to do with their employment and service condition. It shall be the responsibility of the agency to provide for their minimum wages, allowances, working conditions, accident benefits etc. The principal shall not in any way be responsible for any of the terms of the employment, payment of minimum wages etc. or other matters arising between the Agency and their staff.
- The Agency shall be solely responsible for fulfilling statutory obligations under various enactment's including P.F. & ESI Contributions in respect of its staff, obligation under contract labour (Regulation & Abolition) Act, 1970 and the Rules made there under, Payment of Wages Act, 1936. Employees Provident Fund and Miscellaneous Provision Act, 1971, Minimum Wages act, MV Act, ESI Act, etc.
24. The agency must ensure that the drivers engaged by them possess necessary licenses and valid badge numbers and follow relevant rules and regulations.
25. The Agency must submit the eye test report issued by competent medical authority in respect of all the drivers engaged by them to the authorized representative of the principal, within 3(three) months of starting of the operation of the contract.
26. The Agency shall ensure that the drivers employed by it will conduct themselves in a temperate manner and also be courteous to the passengers.
27. While the vehicle is in the company premises, it shall be subject to such security regulations in force in the company from to time. Agency shall obtain vehicle/ driver passes issued by CISF and shall ensure that valid passes are always available with drivers concerned.

28. It may be noted that the hiring charges will include the following components to each driver apart from all statutory requirements :

- (i) Driver's wages shall be paid as per the rates notified by the Regional Commissioner of Labour (Central) Visakhapatnam, as on date to the semi-skilled category of workmen.
- (ii) 2 pairs of uniform per year per driver
- (iii) 1 pair of shoes per year per driver
- (iv) Ex-gratia Insurance of RS. 5,00,000/-
- (v) Third party insurance for RS.50,000/-
- (vi) Adhoc amount of RS.11.54ps per day of attendance per driver Subject to a maximum of RS.300/- per month
- (vii) Mobile connection with In-coming and Out-going (RS.100/- per month) facility in working condition.
- (viii) SMA & ASMA amounts

29. Except for the cost of Diesel, Driver's wages and applicable taxes all other rates finalized shall remain firm during the entire period of the Contract.

30. The cost of Consumption of Fuel will be arrived as per the following formula:

$$\text{Expenditure on fuel} = (\text{Total KMs run in a month} / 15) \times \text{cost of the diesel per liter on the last working day of the preceding month to the billing month.}$$

The expenditure on fuel thus arrived and the service tax as per the prevailing rates on the above expenditure will be reimbursed to the agencies by VSP.

31. The Agency shall execute a contract agreement on non-judicial stamp paper of requisite value with the principal for running the jeeps for a period of 4 (four) years.

32. The successful agency shall execute an 'Integrity Pact' with RINL/VSP in the prescribed format as per CVC guidelines.

33. The principal reserves the right to carry luggage without any extra cost.

34. The contract may be terminated without assigning any reason by giving prior written notice of three months by VSP. 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.

35. The Agency shall ensure that its authorized representative(s) (with Cell Phones) is /are available at Principal's Office premises during the office hours to facilitate immediate availability of the vehicle in case of emergent need. It will be the responsibility of the Agency to make available one of their authorized representatives on telephone/Mobile phone, whenever required by the Principal. The Office accommodation/vacant land will be provided by the Principal on payment of license fee, electrical charges as per rates applicable to outside Agencies. The license fee and electrical charges will be collected from the Agency by the Estate section of Town Administration Department of VSP, as per the actuals.
36. All payments to the agency towards hire charges shall be made by electronic fund transfer/ Direct Transfer subject to the following conditions:
- i. The agency can claim the payment with respect to the jeeps supplied on regular basis once in every month.
 - ii. In case of the vehicles booked on temporary basis the agency can claim the bill once in every month.

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.

37. The Agency shall take out necessary license under the Contract Labour (Regulation & Abolition) Act, Central Rules, 1971 w.r.t. to the drivers engaged in the contract within the time limit allowed by the appropriate governance and on its failing to do so, the Contract shall automatically come to an end immediately on the expiry of such time limit and the Earnest money / Security Deposit shall stand forfeited.
38. The Agency shall be responsible for the safety of all employees and or workmen 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 howsoever caused and wherever occurring on the works and shall make adequate arrangements for rendering immediately all possible aid to the victims of the accidents.
39. The Agency shall at all times indemnify the Employer against all claims for compensation under the provisions of Workmen's Compensation Act, 1923 or any other law for the time being in carrying out the contract and against all costs and expenses incurred by the Employer in connection there with and without prejudice to and other

means of recovery. The Employer shall be entitled to deduct from any money due or to become due to the contractor all moneys paid or payable by the Employer by way of compensation aforesaid or for costs or expenses in connection with any claim thereto and the contractor shall abide by the decision of the Employer as to the sum payable by the Contractor under the provision of this clause.

40. The Agency shall indemnify and keep indemnified the principal against all losses/damages caused by the agency or its employee in any manner to any property of the principal arising out of or in consequence of the work under this contact.
41. If the Agency fails to comply with any conditions of the Contact other than those for which penalties are clearly specified, the Principal shall impose a fine of RS.800/- (Rupees Eight hundred only) on each occasion and the decision of the Principal in this regard shall be final and binding.
42. The agency shall engage contract worker(s) (drivers) who do not have any adverse record with respect to his character in the past. For this purpose, the character and antecedents of the proposed worker(s) (drivers) whom the agency intended to engage, shall be got verified by the Police and report shall be submitted. Till such time the report is submitted, the proposed contract worker(s) (drivers) will be given only provisional pass and the pass will be cancelled in case any adverse report is reported.
43. The Agency shall sign on all pages of the Terms & conditions and the proposed agreement in token of his acceptance of the same. Signature of Agency on price quotation at page alone also shall be deemed to be in acceptance of all Terms and Condition of the tender.
44. **Force Majeure:**
 - i) 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.

- ii) 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.
- iii) 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.

45. **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.

46.0 **NOTICES:**

- 46.1. **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.
- 46.2. **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.

SIGNATURE OF THE TENDERER