### HSCC (India) Ltd, E-6(A), Sector-1 Noida (U.P)-201301

#### **Terms and Conditions of Tender**

- 1. The tender forms should be clearly filled in ink or type written. The agency should quote the rates and amount tendered in figures as well as in words. Alterations, unless legibly attested by the agency, shall disqualify the tender. The tender should be signed by the owner/s of the agency himself/themselves or his or their authorized agent on his/their behalf (valid authorization should enclosed).
- 2. The agency should take care that the rate and amount are written in figures as well as in words. The tenderer/agency should mean as agency or individual having the required vehicle and interested to provide the same on lease. The agency/ tenderer tender has the option to quote for all or any of the items in the Format for Quotation.
- 3. The quotation should be valid for at least upto six month from the date of opening of the tender. The bids will be opened at 1500 hours on 21.12.2011.
- 4. The earnest money deposit of Rs.5,000/- (Rupees Five Thousand Only) through a Demand Draft/Pay Order drawn in favour of "HSCC (India) Ltd." payable at Noida or New Delhi should accompany the tender, failing which the tender shall be rejected.
- 5. The agency should inter alia furnish the following information/documents:
  - a. PAN & Service Tax Number
  - b. Details of the Organizations where the Agency is providing similar services.
  - c. In case the Agency/Individual does not have PAN & Service Tax Number, they will have to enclose a DECLARATION that the PAN & STN will be submitted within 30 days from the date of award of lease.
- 6. No escalation in rate whatsoever is permitted on any ground.
- 7. The agency shall not engage the services of any sub-contractor or transfer the contract to any other person else the contract will be terminated immediately.
- 8. The vehicle should be brand new with clean interior and good upholstery and valid Pollution Under Control (PUC) certificate, First Aid Box. In case, the condition of the cars is not found to be satisfactory, they shall be returned for immediate replacement. Depending on the requirement the vehicle may be used for outstation duty also.
- 9. The agency would ensure that the drivers employed should have valid driving license and carry the necessary registration paper, insurance including third party insurance, license, etc. should be educated and well behaved, and well conversant with the traffic rules/regulations and city roads/routes.
- 10. The agency must ensure that the drivers reporting to duty in HSCC must exhibit good behaviour, carry mobile phones with them and report to duty in time. Drivers without this must be replaced. The driver on duty should not have any reservations for going on outstation duty.
- 11. The rates quoted shall be consolidated inclusive of all taxes and levies except service tax which will be paid only on the submission of service tax registration certificate. HSCC will reimburse parking charges/toll tax on submission of documentary evidence.
- 12. The agency shall solely responsible for any act of commission and/or the part of the staff deployed.
- 13. The agency shall comply with all statutory enactments/provisions in relation to service offered by him/them.
- 14. HSCC shall be liable to pay the hiring charges only. Being the owner of the vehicles, any other liability shall be borne by the agency. If during the course of the engagement of the vehicle to the services of HSCC, any harm due to accidents, etc. is caused either to the vehicle or to the third party, HSCC will not be responsible. Any liability arising out of such accident shall be the responsibility of the agency only. All accidental expenditure towards repair or otherwise shall be borne by the agency.
- 15. In case of break down of the vehicle during the official duty, it shall be the responsibility of the agency to provide replacement immediately. If no replacement is provided on time, alternative arrangement will be made and the cost thereof will be deducted from the payment to be made to the agency. In case of any inconveniences caused due to non availability of driver, petrol, permit, uniform, etc. charges double the rate will be deducted from the payment.
- 16. The vehicle provided to HSCC should fulfill the norms prescribed by the Govt. of NTC of Delhi, Department of Transport for hired vehicles.

- 17. In case of non compliance of any of the clause/terms, HSCC will have the right to impose penalty as deemed fit. The decision of HSCC in this regard shall be final and binding.
- 18. HSCC can terminate the contract by serving clear 30 days prior written notice on the other party.
- 19. Agencies submitting tender would be considered to have read and accepted all the terms and conditions.
- 20. HSCC reserves the right to accept or reject any or all tenders, without assigning any reason whatsoever.
- 21. The representative of the agency may visit the office with prior consent of Shri B Nayak, Mgr. (HRM) or Shri Kulvinder Singh, Sr. Executive Assistant, HSCC.
- 22. Any act on the part of the agency to influence anybody in HSCC would make him liable for rejection of the tender.
- 23. Within 10 days of the date of notification, the successful bidder shall furnish performance security/security deposit for Rs.10,000/- (Rupees Ten Thousand Only) in the form of Demand Draft drawn in favour of HSCC (India) Ltd. payable at Noida or New Delhi from a Nationalized/1<sup>st</sup> Class/Scheduled Bank.
- 24. In Case of Dispute arising out of this contract, provisions of Arbitration & Conciliation of India Act, 1996 will apply.
- 25. All vehicles must be brand new (not more than three months old) private nos. having AC & Heater arrangements and all other accessories including audio & video facility. The vehicles are required to be provided within 15 days from the date of award of lease. The vehicle should not be changed during the lease period. If any agency backs out during the lease period another agency will be asked to provide the vehicle without further notice to the previous agency.
- 26. Drivers will have minimum12 hours duty and the duty hours may vary depending on exigencies, however, there will not be any change in the rates or extra rates and also they should not have any reservations for going on outstation duty.
- 27. In case the driver does not report to duty replacement will be provided immediately.
- 28. Lease period may be for three years.
- 29. L1 will be determined on the basis of rates quoted against all inclusive column against each vehicle independently. Minimum Rates offered by the Lowest Bidder for each category /type of vehicles will be offered to all the bidders in that category. If agreed they will be on panel to provide that vehicle on the lowest quoted rate.
- 30. In case of failure the agency to provide vehicle, driver or any other contracted obligation a penalty, double the rate will be charged.

# BRIEF DETAILS OF THE BIDDER

1. Name of	of the Agency & Address	:				
Owner's Nar	ne & Address					
2. Person	to be contacted	:				
-	one Nos (Office) & Emergency No.	:				
	ce of Office to Office, Noida	ā				
5. Type o	f Cars Owned					
Sl.No	Vehicle :	Description		Nos		
1.	Economy Cars -	Economy Cars – Indica, Ambassdor, Wagon R, Santro etc.				
2.	و ا	- Esteem, Ford I	kon,			
3.	3. Luxury Cars -Honda City, Honda Accord,					
4.		Fiesta Optra, Caro Qualis, Scorpio, tc.				
6. Details	of vehicles					
S.No	Registration No	Make	Model	AC/Non-AC		
1						
2						
3 4						
5						
6						
7						
8						
9						
10						

7. No of Skilled Drivers	
Signed	
Bidders Name	

## FORMAT FOR QUOTATION - I

Type of Petrol	Hours/	All Inclusive	Without	Without Petrol &
Vehicles	KM	(per month)	Petrol(per month)	Driver(per month)
Toyota ALTIS	315 hours			
	2100 km			
	400 hours			
	2600 km			
SX4-Zxi	400 hours			
	2600 km			
	400 hours			
	2600 km			
Ford Fiesta Classic	400 hours			
	2600 km			
	400 hours			
	2600 km			
Swift Desire	400 hours			
	2600 km			
	400 hours			
	2600 km			

We also confirm that the prices quoted above are inclusive of all taxes, duties, levies, other incidental charges etc and shall remain firm during the entire contract duration. We have also read, understood and accept all the terms & conditions of the tender.

Signature of bidder

Name

### FORMAT FOR QUOTATION -II

Type of Petrol	Hours/	All Inclusive	Without	Without Petrol &
Vehicles	KM	(per month)	Petrol(per month)	Driver(per month)
Indigo	315 hours			
	2100 km			
Swift	315 hours			
	2100 km			
	315 hours			
Etios	2100 km			
	315 hours			
Nissan Sunny	2100 km			
Indica Vista	315 hours			
	2100 km			
	315 hours			
Innova	2100 km			

We also confirm that the prices quoted above are inclusive of all taxes, duties, levies, other incidental charges etc and shall remain firm during the entire contract duration. We have also read, understood and accept all the terms & conditions of the tender.

Signature of bidder

Name