

GENERAL TERMS AND CONDITIONS OF THE TENDER

Sealed tenders are invited from reputed / Government approved tourist taxi operator for arranging Hired Cars for local transportation .Diesel vehicle is acceptable to us. We may require vehicle occasionally for out of the state trip also. During such trips you have to arrange the vehicle with necessary permits.

The offer should be submitted as per two parts bids as follows:

1. Commercial bid along with DD/Cash receipt for EMD, completed enlistment form (Part I) and necessary copies of certificates/details in a separate sealed cover Super scribing "QUOTATION FOR HIRED CARS T-11 /09-10 DUE ON 01/07/2009 (COMMERCIAL BID)"
2. Price bid in a separate sealed cover Superscribing "QUOTATION FOR HIRED CARS T-11 /09-10 DUE ON 01/07/2009 (PRICE BID)".
3. Both the Sealed cover containing Commercial Bid and Price Bid should be put in one cover Superscribing "QUOTATION FOR HIRED CARS T-11 /09-10 DUE ON 01/07/2009 (COMMERCIAL BID AND PRICE BID)".
4. EMD: The tenderers should enclose a Demand Draft / cash receipt for Rs: 2,000/= towards EMD. Price bid of tenderers who have not submitted EMD will not be opened.

For bidders already enlisted with AYCL- T&S Unit, having outstanding amount more than the EMD amount or who have already submitted the EMD against our earlier tenders or who have security deposit available with us, may apply for adjustment of the same . The total EMD should be as mentioned in the tender

This EMD amount will be converted into Security Deposit. This Security amount will not carry any interest.

5. Qualifying Requirement:

Tenderers who are quoting for hired cars should own a minimum 2 cars in the name of the owner or company name & copy of ownership proof to be submitted along with the tender.

6. Offers sent thro' email, fax and envelopes without super scribing the envelope with the due date and enquiry reference will not be considered.
 7. The company reserves the right to accept or reject any or all the tenders or to waive any informality, minor deviation or omission without signing any reason whatsoever.
 8. The contract is valid for a period of a minimum period of one year from the date of our award of contract with a provision to extend by one more year. If the contract is not fulfilled the security Deposit will be forfeited
 9. The tenderer should quote their rates as per Price Bid (Annexure-A) attached.
 10. The contractor should be able to arrange vehicle with driver who can speak Tamil and English/ Hindi
 11. The necessary fuel and oil for running the car and the maintenance of the car are in the tenderers scope.
 12. In case the vehicle breakdown during use, driver's negligent etc. contractor should provide an alternate car in good condition immediately.
 13. The opening, closing time and opening, closing Km will be considered from our Perungudi factory and not from your shed/premises.
 14. Your bill should be sent along with the Trip Sheet. Your trip sheet should be signed by both the driver as well as by the user of the car at the time of closing the car with details such as starting Km & time and closing Km & time etc.
- You will be provided with a list, indicating the persons who are authorized to engage the car for Company's use.
15. The name of the person who had booked the car should be mentioned in the trip sheet, without mentioning the user name in the trip sheet, the bill will not be processed for payment.
 16. Your bill along with the trip sheet with full details should reach us before 15th of every month for payment process.
 17. The payment will be made in 90 days from the date of receipt of your bill.

Bidders who have not accepted the payment terms given above will not be qualified and their price bid will not be opened. However acceptance of any

deviation in the above payment terms will be at the sole discretion of Andrew Yule & if the deviation is accepted, price of bidders who quote other payment terms will be loaded as per Andrew Yule's norms

18. Any bill raised and delivered to us after 31 days from the last date of previous month will not be entertained.

19. The quoted rate should be firm for a period of one year from the date of our award of contract. No increase/ revision of rate will be allowed during the contract period.

20. The contract is awarded for a period of one year with a provision to extend by one more year. If the service provided by the contractor is not satisfactory in any respect, the company will have the right to terminate the contract without giving any notice and assigning any reason.

21. In case the contractor is not able to provide cars as per the contract, the company will have the right to get the requirements from other sources and any additional cost will be recovered from the pending bills /security deposit.

If the claim is more than the pending bills & Security Deposit then the contractor has to settle the balance amount by means of DD.

22. **Service Tax**: The applicable service tax should be indicated in your offer. A copy of service tax registration certificate has to be enclosed.

No other statutory levies of State /Central government present or future will be borne by the company.

23 **Income Tax**: Income Tax on gross amount billed will be deducted from the contractor's bills as per section 194(c) of I.T.Act.

24. **Penalty clause**: If there is any delay in deploying the car as per the stipulated time and for breakdown due to poor upkeep of vehicles, appropriate penalty will be levied

25. Advance information will be given to the contractor about the requirement of cars. The contractor shall provide the required number of vehicles as & when required as per the requisition.

26. The tenderer whose offer is accepted should be prepared to take up the work with effect from the date as notified by the company.

27. The prospective tenderer whose tender is accepted will get the Award of Contract, in duplicate. As a token of acceptance the duplicate copy of the

award letter is to be acknowledged and returned to us duly signed by the Authorized Signatories with company seal.

28. **Validity period of the offer**: Your offer should be valid for acceptance for a minimum period of 90 days from the date of tender opening.

29. The tenderers who are constituents of a firm, company or association must forward the attested copies of their constitution or their concern, power of attorney and partnership deed with their tender. The tender in such cases are signed by such person/s as may legally competent on behalf of the firm, company or association. The constitution of the firm shall remain unchanged during the currency of the contract.

30. **Force majeure**: In case of strike, accident, natural calamity, acts of god, and / or other unforeseen contingencies causing stoppage of production at Andrew Yule factory, Andrew Yule reserves the right to cancel and / or modify this contract without liability for compensation and / or claim of any description.

31. **Legal condition**: It is recorded that this purchase order / contract / agreement is executed and concluded by and between the parties hereto at premises No. 5/346, Old Mahabalipuram Road, Perungudi, Chennai 600 096 and in the event any dispute arises out of this agreement between the parties only the appropriate Civil Court in the City of Kolkata shall have the exclusive jurisdiction to entertain, try and determine the said proceedings in exclusion of all other courts.

ENLISTMENT FORM FOR ARRANGING HIRED CARS

Part I

The applicants are required to furnish full information to the queries in the form applied herewith. In giving the particulars as called for, supporting documents should be enclosed with the application for evidencing the information furnished in the application

01. NAME OF THE FIRM IN FULL :

02. ADDRESS
 - A) REGD. OFFICE/HEAD OFFICE:

 - B) BRANCHES :

03. TELEPHONE NOS.
 - A) REGD. OFFRICE/HEAD OFFICE:

 - B) BRANCHES :

04. FAX NO/ email ID :

05. STATUS OF COMPANY : PROPRIETER/PARTNERSHIP/
PVT. LTD., /PUBLIC LIMITED/
PUBLIC SECTOR.

06. NAME & ADDRESS OF THE
PROPRIETOR/PARTNERS/DIRECTORS
(PLEASE ENCLOSE COPY OF
PARTNERSHIP DEED WHEREVER
APPLICABLE) :

07. BANKER'S NAME & ADDRESS :

08. SERVICE TAX REGN. NUMBER
(PLEASE ENCLOSE PHOTO :
COPY OF REGISTRATION CERTIFICATE)

09. INCOME TAX PERMANENT NUMBER
(PLEASE ENCLOSE PHOTO COPY
OF PAN CARD):

10. YEAR OF ESTABLISHMENT :

11. List of clientele with address& contact :
Persons & Telephone Nos (Attested copy
of certificate from the clients where
you provide services)

12. Total No. of cars owned by you &
Registered with RTO - give details :

13. Whether you are registered/approved by
Govt for operating Cabs. If so give details:

15. Maximum No. of cars you will be able :
to provide at any point of time

We/I certify hereby that the particulars above furnished by us/me are true to the best of our/my knowledge and belief and any misrepresentation of facts will render us/me liable to any action as may be deemed fit by Andrew Yule & co. Ltd.,

We/I have noted the general terms & conditions of the contract as mentioned in the application form.

We/I hereby also accept that Andrew Yule & co. Ltd., have the sole discretion to reject or accept my/our candidature for transport tender.

PLACE: (SIGNATURE OF THE APPLICANT (S))

DATE : (OFFICE STAMP/SEAL)

COMMERCIAL BID

1). a) E.M.D. remittance details

BANK NAME :

DD NO.:

AMOUNT :Rs.

DATE :

Or

b) Cash Receipt No : Dt

2) Proof for owning a minimum 2 cars in the:
name of the owner or company name

3) The quoted rates are firm for a period of one year from the date of award of contract

PLACE:

(SIGNATURE OF THE APPLICANT (S))

DATE :

(OFFICE STAMP/SEAL)

HIRED CARS T-11/09-10

DUE ON 01.07.2009

ANNEXURE "A"

PRICE BID

S No		Ambassador / Indica/ or Equivalent		A/c Ford/Accent/or Equivalent	A/c Qualis/Scorpio/or Equivalent
		Non A/c	A/c		
1	5 HOURS 50 KM				
2	10 HOURS 100 KM				
3	EXTRA HOUR				
4	EXTRA PER KM				
5	Driver Batta for out of station				
	per day Rs:				
6	Inter state permit charges Rs:				
7	Service Tax				

PLACE

SIGNATURE OF THE APPLICANT

DATE

OFFICE STAMP/SEAL