

Ref.No.APHMEL/PUR/ENQ.979/2016/

Dt. 12.02.2016.

TRANSPORT TENDER SCHEDULE

Sealed Tenders are invited up to **3.00 P.M.** on **04.03.2016** for operating two Buses from Penamuluru / Nidamanuru to Kondapalli Factory to transport incoming and outgoing employees in the following two routes as per the details given hereunder. The seating capacity of each bus operated should be 55 to 60 passengers.

I. **ROUTE NO. 1 BUS:** (The capacity of the bus operated should be 55 to 60 Passengers):

A. From Penamaluru Center (On Bandar Road) to Kondapalli Factory in 'A', 'B' & 'C' Shifts, Via: Benz Circle, Maris Stella College, Govt. Polytechnic (i.e. Route No. 5 City bus route), Siddhartha Arts College, Jammichettu, Giripuram and reaches Bandar Road at Veterinary hospital through Giripuram road.

i) Existing operational kilometers in 'A' Shift (To & Fro) = 69.32 Kms.
From Penamaluru Center (On Bandar Road) to Kondapalli Factory in 'A', Shift, Via: Benz Circle, Maris Stella College, Govt. Polytechnic (i.e. Route No. 5 City bus route), Siddhartha Arts College, Jammichettu, Giripuram and reaches Bandar Road at Veterinary hospital through Giripuram road.

ii) Existing operational kilometers in 'B' Shift (To & Fro) = 69.32 Kms.
From Penamaluru Center (On Bandar Road) to Kondapalli Factory in 'B' Shift, Via: Benz Circle, Maris Stella College, Govt. Polytechnic (i.e. Route No. 5 City bus route), Siddhartha Arts College, Jammichettu, Giripuram and reaches Bandar Road at Veterinary hospital through Giripuram road.

iii) Existing Operational kilometers in 'C' Shift (To & Fro) = 69.32 Kms.
From Penamaluru Center (On Bandar Road) to Kondapalli Factory in 'C' Shift, Via: Benz Circle, Maris Stella College, Govt. Polytechnic (i.e. Route No. 5 City bus route), Siddhartha Arts College, Jammichettu, Giripuram and reaches Bandar Road at Veterinary hospital through Giripuram road.

B. In General Shift from Penamaluru Center (On Bandar Road) to Kondapalli Factory, Via: Benz Circle, Maris Stella College, Govt. Polytechnic, (i.e. No. 5 City bus route), Siddhartha Arts College, Tickle Road and reaches Bandar Road at Hotel D.VManor (To & Fro) = 69.32 Kms

APHMEL:

- C. Existing operational kilometers in empty trip through Bandar Road (to & fro) i.e. morning single empty trip at 10.30 A.M. From Kondapalli Factory to Penamaluru Center (On Bandar Road) and at 03.30 P.M. from Penamaluru Center (On Bandar Road) to Kondapalli Factory (To & Fro) = 66.00 Kms.
- II. ROUTE NO. 2 : (The capacity of the Bus operated should be 55 to 60 Passengers) :
- A. From Nidamanuru FCI Godowns center to Kondapalli Factory, Via: Eluru Road in 'A', 'B' & 'C' Shifts and General Shifts:
- i) Existing operational kilometers in 'A' Shift: (To & Fro) = 65.00 Kms.
(From Nidamanuru FCI Godowns to APHMEL, Kondapalli and APHMEL, Kondapalli Factory to Nidamanuru FCI Godowns center)
- ii) Existing operational kilometers in 'B' Shift (To & Fro) = 65.00 Kms.
(From Nidamanuru FCI Godowns to APHMEL, Kondapalli and APHMEL, Kondapalli Factory to Nidamanuru FCI Godowns center)
- iii) Existing operational kilometers in 'C' Shift (To & Fro) = 65.00 Kms.
(From Nidamanuru FCI Godowns to APHMEL, Kondapalli and APHMEL, Kondapalli Factory to Nidamanuru FCI Godowns center)
- B. In General Shift from Nidamanuru FCI Godowns center to Kondapalli Factory, Via: Eluru road upto Seetaramapuram, Sambamurthy Road, Alankar centre and reaches Eluru Road at Besant Road (To & Fro). = 65.00 Kms
- C. Existing operational kilometers in empty trip through Eluru Road (to & fro) i.e. morning single empty trip at 10.00 AM From Kondapalli Factory and evening single empty trip at 03.30 P.M. from Nidamanuru FCI Godowns centre to Kondapalli Factory (To & Fro). = 65.00 Kms.
3. Only one Bus shall be operated on Sundays and Holidays to enable the 'C' Shift outgoing employees on the route given below:
- "Penamaluru Center (On Bandar Road) to APHMEL, Kondapalli and Kondapalli Factory to Penamaluru Center (on Bandar Road), Via: Kaleswara Rao Market, Raghavaiah Park, Veterinary Hospital, Giripuram, Visalandhra Road, Chuttugunta, Gunadala, Ramavarappadu Ring center, Medical College, Benz Circle and Patamata" (To & Fro). = 71.50 Kms

The departure and arrival timings of Route No. 1 and Route No. 2 Buses to our Kondapalli Factory and back to Penamaluru / Nidamanuru are furnished here under.

APHMEL:

4.(A) For Route No. 1 Bus:

Sl.No	Name of the Shift	Scheduled to leave at the starting point at Penamaluru	Scheduled to reach APHMEL, Kondapalli	Scheduled to leave APHMEL, Kondapalli.
1.	'A' Shift	04.25 hrs	05.45 hrs	06.10 hrs
2.	'General Shift'	07.25 hrs	08.45 hrs	10.30 hrs
3.	'B' Shift	12.25 hrs	13.45 hrs	14.10 hrs
4.	'General 'Shift	15.25 hrs	16.45 hrs	17.10 hrs
5.	'C' Shift	20.25 hrs	21.45 hrs	22.10 hrs

4 (B). For Route No. 2 Bus.

Sl.No	Name of the Shift	Scheduled to leave at the starting point at Nidamanuru	Scheduled to reach APHMEL, Kondapalli	Scheduled to leave APHMEL, Kondapalli.
1.	'A' Shift	04.25 hrs	05.45 hrs	06.10 hrs
2.	'General Shift'	07.25 hrs	08.45 hrs	10.00 hrs
3.	'B' Shift	12.25 hrs	13.45 hrs	14.10 hrs
4.	'General 'Shift	15.25 hrs	16.45 hrs	17.10 hrs
5.	'C' Shift	20.25 hrs	21.45 hrs	22.10 hrs

Tenderers are requested to quote the **rate per kilometer** for plying Route No. 1 and 2 Buses in all the 4 Shifts as per the routes specified above in the Tender Form. While quoting the rates, the operational kilometers specified above are to be taken into consideration. The Tenderers have to sign on **Annexure – I** in the Tender Schedule and submit the sealed cover super scribing as **"BUS TRANSPORT TENDER"** in our Office of APHMEL, Kondapalli on or before **03.00 P.M. on 04.03.2016**. The successful Tenderer shall have to enter into a detailed Agreement with the Company as soon as the Tender is awarded.

The Tenders shall be opened at **03.00 P.M. on 04.03.2016**. The Company reserves the right to reject any or all the Tenders without assigning any reasons whatsoever.

MANAGER (PURCHASE)

APHMEL:

ANNEXURE- I

A. Rate per kilometer for regular
Route No. 1 and 2 Buses : Rs. _____

(In figures)

(In words)

NOTE: 1. EMD details: D.D./Pay Order No. _____ dt. _____
drawn on APHMEL payable at Vijayawada for Rs.5000/-
(Rupees Five thousand only)

SIGNATURE OF THE TENDERER

TERMS & CONDITIONS:

1. Tenderer must have a minimum of 3 years previous experience in running fleet of Buses. The firms shall submit documentary proof of having previous experience along with the Tender.
2. The successful Tenderer shall inform about the deployment of the Buses within 7 days of awarding the contract and strictly adhere to the stipulated schedule hours and terms and conditions mentioned above or as decided by the APHMEL Management from time to time and shall enter into an Agreement within 7 days from the date of issue of LOI/Purchase Order by the Tenderer on a Non Judicial Stamp Paper of Rs.100/-.
3. The successful Tenderer agrees to do the job entrusted to him by the APHMEL subject to the terms and conditions of the standard Agreement appended here to.
4. The Contractor shall have to ply the Buses, even on holidays / emergency or special occasions as may be required by the Management. However advance notice of 24 hours shall be served to the Contractor for such cases.
5. Tenderer Shall deposit Rs.5,000/- (Rupees Five thousand only) by crossed Demand Draft/Pay Order in favour of the Andhra Pradesh Heavy Machinery & Engineering Limited payable at Vijayawada as Earnest Money drawn on any Indian Nationalized Bank along with the Tender Documents. Any Tender which is not accompanied by the Earnest Money shall be rejected. This amount shall not bear any interest. Earnest money of unsuccessful Tenders shall be returned after finalization of contract. The successful Tenderer shall submit Security Deposit of Rs.2,00,000/- (either in the form of Cash / Bank Guarantee/ F.D in favour of APHMEL in any Nationalized Bank) before the Agreement is concluded. EMD shall be forfeited if the successful tenderer fails to accept the contract. EMD of successful Tenderer shall be returned after submission of Security Deposit of Rs.2,00,000/- (Rupees Two Lakhs only).
6. The Tenderer shall not sublet the Contract.
7. In the event of break down of any vehicles, the Contractor shall have to arrange an alternative Bus or sufficient number of taxies at the rate of one Taxi for every 4 employees immediately and ensure that the stipulated scheduled hours are adhered to.
8. It is agreed that the Management of APHMEL can levy the penalties as shown in the enclosed draft Agreement for late arrival of the Buses, since punctuality is the essence of the Contract and late arrival of the Buses would affect the working of the Factory.
9. **INSURANCE:** The risk of the Passengers travelling in the vehicle shall be covered by the Contractor to the extent of the liability specified in Motor Vehicles Act.

10. The successful Tenderer shall take a Comprehensive Insurance Policy and insure the vehicle and cover the Driver, Cleaner and all occupants under the above Policy. In case if any accident occurs and any person traveling in the Bus sustains injury, the Contractor has to arrange immediately the needed medical aid meeting required medical expenses and pay Compensation if any payable to the employee under the Workmen Compensation Act and the said expenditure so incurred shall be adjusted /settled subsequently against the Insurance amount received from the Insurance Company under the Comprehensive Policy. In case the Contractor fails to do so in time, the Management of APHMEL may at it's discretion meet such expenses and recover the same from the Bills / Amounts payable to the Contractor. The successful tenderer has to submit copy of Comprehensive Insurance Policy and should ensure that it is renewed in time.
11. That all the formalities connected with the plying of the Buses shall be complied with by the contractor and Management of APHMEL does not accept any responsibility towards Licences, all Taxes including Service Tax, Insurance and Permits etc. These documents shall be submitted to the Management of APHMEL by the Contractor. For any lapse in plying the vehicle the Contractor agrees to indemnify APHMEL.
12. The Tenderer has to comply with RTA rules and shall be in possession of necessary permissions, licences etc. to ply the vehicles on hire. Pollution under control certificate is to be obtained from the authorities concerned and it shall be kept with the vehicle.
13. The rate quoted by the Tenderer shall be inclusive of all the Taxes including Service Tax and Duties applicable to the Contract. **The Contractor shall submit tax invoice in prescribed format as per Service Tax Act. The contractor shall submit proof of payment of Service Tax for the previous bill for payment against present claim.**
14. The Tenderer shall comply with the Provisions of Acts pertaining to EPF, ESI, Labour Act and other Statutory obligations. The responsibility for remittance of contributions under the relevant Acts lies with the Tenderer and any future obligations that would arise subsequent to the closure of the contract on account of the execution of the said contract shall be to the account of the Tenderer.
15. APHMEL is not responsible in any way to the safety of the hired vehicle during the period of contract. The owner of the hired vehicle is responsible for the safety of such vehicle.
16. The owner of the hired vehicle shall agree to pay any compensation that may be awarded by any forum/tribunal in respect of any motor accident caused by/to such hired vehicle.
17. The successful Tenderer should furnish any change of his address and Phone Numbers from time to time to the Company.

18. It is expressly agreed that the successful Tenderer shall run the services starting from the scheduled point and stopping at required points as decided by the Management from time to time and in all the trips the successful Tenderer shall ensure that only authorized APHMEL Employees or persons authorized by the Management should be allowed to travel and none else. It is expressly agreed and understood that the Contractor shall not allow unauthorized persons to travel in the Bus Trips and he is solely held responsible for travel of such unauthorized person in the trips.
19. The successful Tenderer shall provide two buses registered on or after 01.01.2013 and shall be in good running condition with all necessary permits required under M.V. Act.
20. The successful Tenderer agrees to maintain the Buses in fit condition as per the rules and regulations in vogue acceptable to the Management and in roadworthy condition and free from troubles. The Registration of the vehicles provided should have A.P. Registration number only and other State Registration shall not be considered. All the Original documents of the vehicles shall be submitted to the Company for verification while entering into the Agreement.
21. The contract is for a period of 3 years from the date of Commencement of the Agreement and after expiry of 3 years, the Contract may be extended for a maximum period of 1 year.
22. The Management of APHMEL reserves the right to foreclose the contract by giving one month notice for reasons stated in the Agreement.
23. Only Courts located in Vijayawada shall have jurisdiction in case of any dispute.
24. The successful Tenderer should paint the Buses in Sky Blue colour. As and when the Management desires the Tenderer should agree to change the colour of the Buses. The Buses should exclusively be run for the Company during the contract period.

I/We hereby accept the above terms and conditions.

NOTE: (1) The Tenderer shall enclose one copy of the terms and conditions sheet duly signed by him along with their quotation. In case an unsigned Tender document of the Terms & Conditions is received, the same will not be considered for evaluation.

(2) APHMEL is not responsible for any of the Postal delays either for selling or for receiving the Tenders.

Station :

(SIGNATURE OF THE TENDERER)

Date :

DRAFT AGREEMENT

THIS AGREEMENT made this the _____ day of _____, 2016

Between

The Andhra Pradesh Heavy Machinery and Engineering Limited, (APHMEL), having it's Registered Office at Kondapalli, Ibrahimpatnam Mandal, Krishna District, Andhra Pradesh (hereinafter called the FIRST PARTY) represented by it's _____

and

M/s _____ (hereinafter called the CONTRACTOR) of the SECOND PARTY.

Whereas the First Party is desirous of hiring Contract Carriages to ply between APHMEL, Kondapalli Factory and Vijayawada, more particularly described in the following conditions:

WHEREAS the First Party invited Tenders and the Second Party became the successful Tenderer of the contract to enter into an Agreement as per Affidavits submitted by the Partners of the Firm.

WHEREAS the Contractor has agreed to do the job assigned to him subject to the conditions herein contained in these documents at the approved rates hereinafter set forth:

NOW THESE PRESENT WITNESS that in consideration of the said contract being faithfully carried out and performed by the Contractor in the execution of the work undertaken, it is hereby agreed as follows:

1. A. The terms & conditions of the Tender Schedule are considered to be the part and parcel of the agreement.
- B. That the timings of the Factory as well as the scheduled hours of arrival and departure of the Buses for the respective shifts shall be as notified by the First Party from time to time and the present scheduled hours are as indicated in Tender Schedule. While fixing the arrival and departure of scheduled hours of the Buses the traffic conditions of the particular route as well as the restrictions imposed by competent authorities on the speed limits shall be kept in view. The notification issued or to be issued by the First Party indicating the Scheduled hours of the Factory and / or the arrival and departure of

scheduled hours of the Buses from time to time shall be deemed as part of this Agreement. The Second Party agrees to operate the Buses as per the scheduled hours notified by the first party.

- C. That all the Buses shall be operated by the Contractor only and all the buses shall be parked at the Kondapalli Factory in the parking area in such a manner as indicated by the APHMEL Authorities from time to time. APHMEL shall not be responsible in any way to the safety of the hired vehicle during the period of contract. The Contractor shall be responsible for the safety of such vehicle.
 - D. That the Contractor hereby agrees if so instructed by the First Party at any time to transport in the return empty trips the employees / school children etc. suitably adjusting the time as may be directed by APHMEL Authorities without demanding any extra cost.
 - E. That the scheduled hours mentioned at Clause 4 (A) & 4 (B) of the Tender Schedule are the scheduled hours / timings existing on the date of signing the Agreement and these timings are subject to revision at the discretion of the First Party by giving two days notice to the Contractor.
 - F. That the Buses of the Contractor shall leave the First Pick-up points on the respective routes while performing the incoming journeys to the APHMEL Kondapalli Factory at the scheduled hours / timings notified by the First Party to the Contractor. However, for new or altered routes, the departure timings at the first pick-up points shall be determined by mutual inspection.
 - G. That the Buses of the Contractor shall not leave the starting point or the intermediate Bus stops before the notified departure timings in any case. In case any employee of the First Party is left behind on account of the Bus, leaving the Bus Stops before the departure timings, the Contractor shall have to bring these employees to the Factory without charging any extra amount.
2. A. That the First Party reserves the right to alter the routes from time to time by giving not less than three days notice to the Contractor in normal circumstances. However, in case of emergency the Contractor shall have to alter the routes as per requirements of the First Party within a notice of 8 hours. Whenever there is route diversion and the mileage exceeds the original mileage the difference shall be paid.

- B. That whenever an existing route is altered or additional route / routes are allotted to the Contractor, the Circular or Order indicating such alternation or allotment shall be enclosed to and shall be deemed as a part of this Agreement.
3. That each Bus shall have a seating capacity of 55 to 60 to carry and accommodate altogether Sixty APHMEL employees besides the driver and Cleaner. The Cleaner should be adult and should ensure that no unauthorized person is allowed to travel in the trips and Buses should not be engaged outside the Company. However, Company's authorized Guests are to be allowed to travel in the Buses.
4. A. INSURANCE: The risk of the Passengers traveling in the vehicle should be covered by the Contractor to the extent of the liability specified in Motor Vehicles Act.
- B. The contractor shall take a Comprehensive Insurance Policy and insure the vehicle and cover the Driver, Cleaner and all occupants under the above Policy. In case any accident occurs and any person traveling in the Bus sustains injury, the Contractor has to arrange immediately the needed Medical Aid meeting required medical expenses and pay Compensation if any payable to the employee under the Employee's Compensation Act, 1923 and the said expenditure so incurred shall be adjusted / settled subsequently against the insurance amount received from the Insurance company under the Comprehensive Insurance Policy. In case the Contractor fails to do so in time, the Management of APHMEL may at its discretion meet such expenses and recover the same from the Bills / Amounts payable to the Contractor. The owner of the hired vehicle shall agree to indemnify APHMEL for any loss or damage suffered or compensation paid by it due to any motor accident caused by/to such hired vehicle. The successful tenderer has to submit copy of Comprehensive Insurance Policy and should ensure that it is renewed in time.
5. That all the formalities connected with the plying of the Buses should be complied with by the Contractor and the First Party does not accept any responsibility towards Licenses, Taxes, Insurance and Permits etc., Xerox copies of these Documents shall be submitted to the First Party by the Contractor. The Contractor has to comply with RTA rules and shall be in possession of necessary permission, licenses etc. to ply the vehicles on hire. Pollution under control certificate is to be obtained from the authorities concerned and it shall be kept with the Bus.

Statutory obligations under E S I, Provident Fund, Labour Act and all other Statutory obligations are to be borne by the Contractor and the 1st Party has no liability whatsoever.

The rate quoted by the Contractor is inclusive of Service Tax and all other Taxes and Duties applicable to the Contract.

The Contractor should follow all the Statutory rules and regulations in force. It is the responsibility of the Contractor to settle all the claims that may arise at a later date even after completion of work pertaining to the period of this contract.

The Contractor shall submit tax invoice in prescribed format as per Service Tax Act. The contractor shall submit proof of payment of Service Tax for the previous bill for payment against present claim.

6. A. That punctuality of arrival of the Contractor's Buses at the Factory area is of paramount importance since late coming shall lead to loss of Production in the Factory.
- B. If, the bus fails due to break down etc. on the way, the Bus Driver has to inform to APHMEL Security Office or to Personnel Department Authorities and also to the Bus Owner (i.e. Contractor) immediately and explain the position of the Bus. The Contractor has to inform all the Telephone numbers of APHMEL and his Telephone Number at his Residence, Office and Shed to the Bus Drivers. The Contractor also has to inform the position of the break down of Bus and what action is taken by him immediately (i.e. whether he provides relief Bus or Taxies). The Contractor shall furnish any change of address and Phone numbers from time to time to the Company.
- C. That for delay in the scheduled arrival of the Bus to the APHMEL Factory, Kondapalli other than the delays involving the sending of a relief Bus, a penalty of Rs.500/- for every 15 minutes of delay or part thereof, shall be levied by the First Party on the Contractor provided that the delay for the first 15 minutes shall be condoned on one occasion per route per month. A further penalty of Rs.500/- per effected trip shall be levied by the First Party on the Contractor if any Bus arrives late to the APHMEL Factory, Kondapalli on more than three occasions on one route in a month.

The following example is given to illustrate the application of the above Clause for Late Minutes:

DATE	Schedule time of arrival	Actual time of arrival	Delay in minutes	Condonable delay	Delay Leviable for penalty delay	Penalty in Rs.	Remarks
05-11-2015	05.45 Hrs	06.00 Hrs	15	15	-	-	Late come in 1 st time
12-11-2015	13.45 Hrs	13.55 Hrs	10	-	15	500-00	Late come in 2 nd time
19-11-2015	08.45 Hrs	09.00 Hrs	15	-	15	500-00	Late come in 3 rd time
23-11-2015	05.45 Hrs	06.00 Hrs	15	-	15	500-00 +Addl. penalty of Rs.500/-	Late come in 4 th time
24-11-2015	21.45 Hrs	22.25 Hrs	40	-	45	1500-00 +Addl. Penalty of Rs.500/-	Late come in 5 th time
28-11-2015	13.45 Hrs	14.10 Hrs	25	-	30	1000-00 +Addl. Penalty of Rs.500-00	Late come in 6 th time

D. That in case of break-down of the Bus enroute for an effective trip a relief Bus with equivalent seating capacity or adequate Number of Taxies (one Taxi for every 4 employees) shall be sent by the Contractor to continue the onward journey. In case the Contractor fails to do so in time, the Management (First Party) shall have the right to arrange required number of Taxies (at the rate of one Taxi for every 4 employees) and recover the amount incurred on Taxies from the Bills / Amounts payable to the Contractor. In cases of delay in the scheduled arrival of the Bus to APHMEL, Kondapalli Factory shall be condoned to the extent of 45 minutes and such condonation of delay of 45 minutes shall be allowed for two times in a month per Bus, as per the stipulated routes. If in a month the Bus arrives late beyond two times or the delay is more than 45 minutes at a time during the condonable period, a Penalty of Rs.500/- (Rupees Five Hundred only) for every 15 minutes of delay or part thereof shall be levied for all late arrivals, excluding the above mentioned condonations, at APHMEL., Kondapalli Factory Site. A further penalty of Rs.500/- (Rupees Five Hundred only) per affected trip may be imposed by the First Party, if any Bus arrives late to the APHEML Factory, Kondapalli on account of this type of delays involving sending relief vehicles on more than three occasions in a month. Provided further that in case of non-performance of a trip completely, a penalty of Rs.5,000/- (Rupees Five Thousand only) shall be levied for such affected trip at the discretion of the First Party.

The following example is given to illustrate the application of the above Clause for Breakdown.

DATE	Schedule time of arrival	Actual time of arrival	delay in min.	condonable delay	Delay leviabile for penalty	Penalty in Rs.	Remarks
02-09-2015	05.45 Hrs	06.30 Hrs	45	45	-	-	Relief Bus sent
03-09-2015	13.45 Hrs	14.30 Hrs	45	45	-	-	Relief Bus sent
05-09-2015	08.45 Hrs	09.05 Hrs	20	-	30	1000-00	Relief Bus sent
07-09-2015	05.45 Hrs	06.20 Hrs	35	-	45	1500-00 + Addl. Penalty of Rs.500/-	Relief Bus sent
12-09-2015	21.45 Hrs	22.05 Hrs	20	-	30	1000-00+ Addl. Penalty of Rs.500/-	Relief Bus sent
17-09-2015	13.45 Hrs	14.20 Hrs	35	-	45	1500-00+ Addl. Penalty of Rs.500/-	Relief Bus sent

- E. The above penalty clauses shall also be applicable for delays in the departure of the vehicles from APHMEL Factory, in outgoing trips for 'A', General, 'B' and 'C' Shifts.
- F. That if such unsatisfactory service exceeds six occasions per month per route for whatever reasons, the First Party reserves the right to fore-close the contract without notice to the Contractor and the Security Deposit of the Contractor shall be forfeited by the First Party.
- G. That delays due to rioting, processions, traffic jams and congestion, diversion of traffic by Police, closure of Railway Gates, diversion of routes, Bus Pass Checking, detention of Buses by Police or RTO for checking and other unforeseen circumstances beyond the control of the contractor shall be ignored subject to the certification of the same by the Officer holding charge of arranging Bus transport to the employees. The late arrival statement containing the reasons for delays and duly authenticated by any of the Officers concerned of APHMEL shall be deemed as certificate for the purposes of this clause.
- H. That every day the arrival report of the Buses along with details of late arrivals with the reasons for delay, if any, for late arrivals duly authenticated by the Contractor or his representative shall be furnished by the Contractor to the Security Officer or to the duty Security Inspector, APHMEL., Kondapalli.

7. That the Buses of the Contractor are required only on working days of APHMEL, Kondapalli. A list of Factory Holidays shall be furnished to the Contractor. Unless specifically requested by the Management on weekly holidays and Factory holidays the Contract Carriage service shall not be required by the First Party. On exceptional cases when a weekly holiday or Factory holiday is declared to be a working day, the Contractor shall be given normally an advance intimation of not less than one day to arrange for the transport for such occasion.
8. That the contractor shall produce all vehicles for inspection by APHMEL Authorities before placing the vehicles on duty for the work under this Agreement. The Contractor shall operate only the vehicles which are duly approved by the First Party under this Agreement. Replacement of the vehicles shall also be subject to the prior inspection and approval of the APHMEL authorities. The condition of the vehicles including the operation of the doors and the windows, condition of the seats and seat cushions and protection from rain have to be up to the satisfaction of the First Party. If any such defect is not rectified within a week after it's detection, a penalty of Rs.2000/- shall be imposed on the Contractor. If the defect is not rectified within one week a penalty of Rs.4000/- in addition to the earlier penalty shall be levied and for continued default the First Party reserves the right to foreclose the contract without notice to the Contractor and the Contractor forfeits the Security Deposit in favour of the First Party.
9. During the period of the contract, the First Party reserves the right to increase or decrease the number of Bus/Buses on route/routes allotted / to be allotted to the Contractor, as per requirement / requirements at the agreed rates of hire charges, contained in this Agreement and if the Contractor fails to run the Additional Bus/ Buses then the First Party may engage the services of any other Agency and the extra expenditure incurred by the First Party by such arrangements, shall be borne by the Contractor. For such additional requirement/requirements of Bus / Buses, notice of one month shall be given by the First Party to the Contractor for arranging the requisite number of Bus / Buses. The contractor shall undertake to operate at the same rates even if the number of trips are reduced by the Management (First Party).
10. The Contractor shall not sublet the contract.

11. 1. RATES:

- (a) That the basic rate structure is on Unit Rate basis i.e. "Per kilometer per vehicle" which rate structure as well as it's computation is more elaborately defined herein below:
- (b) That each of the vehicles of the Contractor which are engaged by the First Party shall be allotted a specified number of effective trips to be performed per day and the total distances covered by each of the vehicles for performing such specified trips shall be known as the "total operational kilometers" done by the vehicle concerned. The said total operational kilometers of the vehicles consists of the following distances:-
- (i) Distance of the effective trips allotted to the vehicle for the day.
 - (ii) Distance of the empty trips by shortest mutually agreed upon routes for completing allotted effective trips, and
- (c) That the distances mentioned in Sub-Clause (b) above, shall be ascertained by joint survey of the routes by the Representatives of the First Party and the Contractor.
- (d) That after determining the total operational kilometers of a vehicle for performing the said specified number of effective trips shall be arrived at by applying as stipulated in the Unit rate mentioned in Clause (e) below. The rate "Per day per vehicle for performing the specified effective trips" so determined shall be the rate of hire charges for the purposes of payment or deductions to the Contractor by the First Party and once such "Per day per vehicle rate" is determined it shall loose it's reference, relevance and relationship with the distances operated and such "Per day per vehicle rate" alone is hereby agreed to be the contracted rate of Hire charges.
- (e) That the Unit rates agreed upon are as below:-
- "Rate per kilometer for regular Route No.1 and Route No.2 Buses is Rs. _____ per kilometer."

11. 2. That for extra trips either on the scheduled routes to this Agreement or for any other trips performed by the Buses of the Contractor under the orders of the Managing Director or his Authorized Representative or any other Officer holding the charge of the Department of APHMEL arranging transport for employees, payment shall be made according to the above rates and it shall be deemed that such trips are made under the Provisions of this Agreement.

EXPLANATION:

The following expressions occurring in this clause have the following meanings:

- (i) Trip means a round trip consisting of one incoming journey to the APHMEL Factory, Kondapalli and one corresponding outgoing or return journey from the Factory on a particular route.
- (ii) Effective trip means a trip performed carrying the APHMEL Employees.
- (iii) Empty trip means an empty trip performed for the purpose of performing the allotted effective trips by a vehicle.

12. That the payments shall be made within 15 days from the date of submission of the bill normally by the First Party to the Contractor once in a fortnight.

13. TENURE:

That the term of period of this Agreement shall be valid for three years i.e. 36 months commencing from the date of commencement of contract as mentioned in Clause 16 of the Agreement which tenure may be extended for a maximum period of 1 year after it's expiry by the first Party. During the period of Contract, the company shall be at liberty to terminate the Contract by giving one month's Notice without assigning any reasons.

14. REVISION OF RATES: That during the currency of this Agreement the Unit Rate mentioned in clause 11.1 (e) are revisable as and when there is increase/decrease in the cost of Diesel and there is Statutory increase/decrease in the Taxes and Insurance existing as on the date of Agreement. Levy of any new taxes shall be to the account of the Contractor.

Provided that in case of cost of Diesel any increase up to five paise per litre shall be ignored and there after for every increase in 10 paise per litre in the cost of Diesel the First Party shall pay an additional amount of 2.5 paise per "One Operational Kilometer". In case of Statutory increase in Taxes and Insurance up to 10% on the existing rates shall be ignored and thereafter whatever increase is there, that shall be reimbursed to the Contractor.

15. (a) That the Contractor shall make earnest efforts to bring the employees to the Factory in time at all times. In cases of imposition of restrictions on the movement of vehicles by promulgation of prohibitory orders, Civil commotion rioting and due to Bunds, when the vehicles are physically prevented from

performing the allotted trips either fully or partially, it shall be deemed that each of the vehicles concerned is not on normal duty and has not performed the allotted trips and the hire charges after deducting fuel charges shall be paid. Provided, in such cases the Contractor shall inform the First Party immediately over phone wherever such incidents occur. The circumstances mentioned above shall also be certified by the Managing Director or any other Authorized Officer of APHMEL holding charge of transport of employees.

The Company shall not in anyway be liable to pay any compensation whatsoever, in case of loss to the Contractor, in consequence of strikes, lock-outs, shortage of labour or breakdown, road accidents, riots, war insurrection or restraints imposed by other authority or due to any reasons beyond the control of company.

- b. That in case of strikes and lock-outs of APHMEL Factory, the Contractor shall make all efforts to keep his vehicles available on the specified routes to the Factory and shall operate the Buses as required by the First Party and payment of hire charges shall be made for such vehicles. On information communicated to the First Party, the First Party shall take steps with the help of Police and other Agencies and try to remove such obstructions. Delays which may be caused on account of obstructions brought to the notice of the First Party shall be ignored. In such cases, the Provisions of sub-clauses 6 (C), 6 (D), 6 (E), 6 (G) and 6 (H) of this Agreement shall not apply.
16. That the said contract shall come into force with effect from the date on which the Contractor commenced the operation of his Buses under this Agreement i.e. from 01.04.2016.
 17. That the Contractor shall pay a Security Deposit of Rs.2,00,000/- (Rupees Two Lakhs only either by way of Cash or Bank Guarantee from Nationalized Bank or F.D) to the First Party for the proper fulfillment of this Agreement and no interest shall be paid on this Security Deposit.
 18. A. That the Contractor shall be fully responsible for the successful completion of the Contract as per conditions stipulated above. Any contravention of the above conditions may lead to termination of Contract and forfeiture of the Security Deposit. The Contractor shall be responsible for all consequences arising out of such termination.

- B. That the Contractor for any reason fails to run the Buses for 3 years completely (agreed period) from the date of commencement of operating the Buses or to leave the Contract before the completion of 3 years period, the security deposit amount of Rs.2,00,000/- shall be forfeited by the Company.
19. That any procedure issued/system introduced by the First Party to regulate the traffic movement, or data required by the First Party shall be complied with by the Contractor. The Contractor shall carry out all operations in accordance with the rules and regulations, and bye-laws that may be applicable to the entire satisfaction of the Company.
20. That the Contractor shall keep one spare Driver. The Contractor should not engage driver continuously for three days and above and also the Contractor shall provide cleaners to all Buses and ensure that the Buses are kept in clean and neat condition all the time.
21. That the Contractor shall make arrangements for return of empty trip Bus from Kondapalli Factory i.e. Route No. 1 Bus shall start at Kondapalli Factory at 10.30AM and shall touch the terminal point (i.e. Penamaluru center on Bandar Road) without fail and Route No.2 Bus shall start at Kondapalli Factory at 10.00AM and touch the terminal point i.e. Nidamanuru FCI Godowns center.
22. That the Contractor shall also permit the APHMEL Canteen Contractor to carry the Provisions of the Canteen in the return empty trips from Vijayawada to Kondapalli Factory.
23. That the Contractor shall make arrangements to keep at least one Bus as spare vehicle for utilization in cases of breakdown of scheduled trip Buses.
- (i) No additional payment shall be claimed for the above Vehicles by the Contractor for keeping them as spare vehicles in addition to their normal hire charges to which they are entitled for their scheduled trips as the case may be;
- And
- (ii) These vehicles along with their Drivers shall be placed under the disposal of the Authorized Officer of APHMEL for performing the duties as aforesaid.
24. Any contravention of the contractor, or by any person employed by the contractor, or acting on his behalf of any of the terms of the contract, or any of the provisions of any Act, rules regulations or company's standing orders or any rules regarding conduct and discipline as formulated by the Managing Director, would be immediately communicated in writing to the contractor or any person acting on his behalf. After having been informed of such contravention or indiscipline, if the contractor fails to take appropriate action, Managing Director, shall have the right to

refuse entry of the persons responsible for such indiscipline to any premises of the company till such contravention is removed or the contactor has informed in writing the corrective action taken by him.

25. Only Courts located in Vijayawada shall have jurisdiction in case of any dispute.

26. Notwithstanding anything mentioned, the Managing Director may terminate this contract with immediate effect without assigning any reasons, if he is of the opinion that the work is not carried out to his satisfaction and decision of Managing Director shall be final in this regard.

In witness whereof the Parties here to have respectively affixed their signatures herein below on this _____ day of _____, 2016 at APHMEL, Kondapalli, Ibrahimpatnam Mandal, Krishna District, Andhra Pradesh.

WITNESS:

FIRST PARTY

(1)

(2)

WITNESS:

CONTRACTOR

(1)

(2)