

BID EVALUATION CRITERIA**I. GENERAL CRITERIA**

1. Bid should be complete and covering the entire scope of work as indicated in the bid documents. Incomplete and non-conforming bids will be disqualified and subsequently rejected.
2. Bid should be submitted in **Two Bid system in two separate envelopes enclosed in a Single Sealed Cover**. The Techno Commercial bid shall contain all details but with the price column of the price bid format blanked out. **However a tick mark (✓) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the Priced Commercial bid**. All the pages must be duly signed & seal by the tenderer. The Priced bid shall contain only the prices duly filled in as per the price bid format.

Offers with techno commercial bid containing prices shall be rejected outright.

II. ELIGIBILITY AND EXPERIENCE OF THE BIDDER

1. **The bidder should submit Earnest Money Deposit (EMD) for an amount of Rs. 50,000.00/- (Rupees Fifty Thousand Only) and Tender Fee (non refundable) for an amount of Rs. 1,000.00/- (Rupees One Thousand Only) in the Technical Bid in form of DD/Banker's Cheque in favour of Petronet LNG Limited, Kochi.**
2. PAN, Service Tax and PF registration copy to be attached with the technical bid.
3. Last 3 years Balance Sheet and Income Tax Clearance/Return certificate to be attached with the technical bid.
4. Detailed client list and copy of similar Work Order and Completion/Performance Certificate during the last three financial years.
5. Required vehicle (taxi) compliances as per the rule of Kerala state Government to be ensured.
6. Agency / Tenderer should own at least a fleet of 15 commercial vehicles of different makes out of which 10 should be in the name of the Agency / Proprietor (documentary evidence in the form of RC Book, Insurance Policy etc may be submitted).
7. All the vehicles which are to be provided should be new or having registration after 1st April, 2012 and maximum 40,000 kilometers travelled.

(Appendix-A shall be filled and enclosed along with the Technical Bid)

INSTRUCTIONS TO BIDDERS**1. TRANSFER OF BIDDING DOCUMENT**

The Bidding document is not transferable.

Two Bid System: Techno commercial and Price bid to be enclosed separately.

2. COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of its bid. Petronet LNG Limited (hereinafter called 'PLL') will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents will be at the bidder's risk. Tenders not complying with tender conditions and not conforming to tender specifications will result in the rejection of its bid without seeking any clarifications.

The contractor should satisfy himself with the prevailing site conditions. He shall be deemed to have appraised himself of all the ground conditions at site including weather condition.

3. LANGUAGE AND SIGNING OF BID

The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the PLL shall be written in English language.

Bids shall be submitted in the prescribed bid proforma as per Annexure A to V. The prescribed proforma at Appendices of Annexure -A, duly filled in and signed should be returned intact whether quoting for any item or not. When items are not being tendered for, the corresponding space should be defaced by some such words as "Not Quoting".

In the event of the space on the bid proforma being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, showing the tender number and should be duly signed. In such cases reference to the additional page(s) must be made in the bid.

The bid proforma referred to above, if not returned or if returned but not duly filled in will be liable to result in rejection of the bid.

The Bidder shall sign its bid on each page confirming that it is fully understood and agreed, with the exact name of the firm to whom the contract is to be issued. The bid shall be duly signed by an authorized signatory and sealed.

The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. PLL may reject outright any bid not supported by adequate proof of the signatory's authority.

The Bidder shall give a certificate in its offer, that the terms and conditions (Annexure I, II and III), as laid down in this bidding document are acceptable to it in toto.

Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

The complete bid including the prices must be written by the bidders in indelible ink. Bids and or prices written in pencil will be rejected.

4. CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS

Prospective bidders are advised to ensure that their bids are complete in all respects and conform to PLL's terms, conditions and bid evaluation criteria of the tender. Bids not complying with PLL's requirement will be rejected without seeking any clarification.

5. PRICE SCHEDULE

The Bidder shall complete the appropriate price schedule furnished in the bidding document, indicating the services to be provided in separate sealed envelope. The price shall be inclusive of all applicable taxes & duties as per appropriate government rules except Service Tax. **Bidder should separately provide details of Taxes applicable for the contract.**

6. BID PRICES

Prices quoted by the bidder shall be firm during the bidder's performance of the contract and not subject to variation on any account.

Discount: Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be lowest, PLL shall avail such discount at the time of award of contract.

7. INCOME & OTHER TAX LIABILITY

The bidder will have to bear all Income and other Tax liability both corporate and personal tax.

8. PERIOD OF VALIDITY OF BIDS

The Bid shall be valid for acceptance for the period of 90 days from the date of opening and shall not be withdrawn on or after the opening of bids till the expiration of the validity period or any extension agreed thereof.

In exceptional circumstances, prior to expiry of the original bid validity period, PLL may request the bidder for a specified extension in the period of validity. The requests and the responses shall be made in writing. The Bidder will undertake not to vary/modify the bid during the validity period or any extension agreed thereof. Bidder agreeing to the request for extension of validity of offer shall be required to extend the validity of Bid Security correspondingly.

9. TELEX/TELEGRAPHIC/TELEFAX/XEROX/PHOTOCOPY BIDS WILL NOT BE CONSIDERED.

10. EARNEST MONEY DEPOSIT (EMD) & TENDER FEE

The Bidders must enclose EMD and Tender Fee (non refundable) along with technical bid. The amount for EMD is Rs. 50,000.00/- (Rupees Fifty Thousand Only) and Tender Fee is Rs. 1,000.00/- (One Thousand Only). The EMD and Tender Fee shall be acceptable in the form of Bank/Demand Draft in favor of "Petronet LNG Limited, Kochi". PLL shall not be liable to pay any bank charges, commission or interest on the amount of EMD.

The EMD of unsuccessful Bidders will be returned on finalization of the bid. The EMD of successful bidder will be returned on receipt of Security Deposit / Performance Bank Guarantee.

11. SEALING AND MARKING OF BIDS

Bids shall be submitted in the following manner, in separately sealed envelopes duly super scribed as detailed below:

PART – I: TECHNO COMMERCIAL BID

This part shall contain Original Bid Document duly filled and signed. Bidders must not stipulate any conditions in the Bid Document. The Quotation Format submitted herewith **MUST NOT BE FILLED IN**.

This part should be submitted along with all the documents as required in Bid Evaluation Criteria, Special Conditions of Contract and General Contract Conditions including the covering letter, technical and other details as asked for in Tender Document.

PART – II: PRICE BID TO BE OPENED LATER

Price bid shall be submitted in a separate sealed envelope duly signed and stamped on each page super scribing **"PRICE PART – DO NOT OPEN"** and shall contain only Schedule Of Rates & including any rebate thereon duly filled in the "Quotation Format". White Erasing Fluid should not be used.

Any correction in the "Quotation Format" is not permissible. Any conditions given in this part shall not be considered and may render the offers liable for rejection. Tenderers must quote for each and every item as per quotation format. The rates should be quoted clearly in figures as well as in words against each item and total amount. All corrections should be signed without which the tenders shall be rejected summarily. Erasure/Overwriting is not permitted.

Both the above envelopes should be placed in a separate envelope and duly sealed. This envelope shall also be super scribed with the tender no. & date.

The right to ignore any offer which fails to comply with the above instructions is reserved. Only one bid should be included in one cover.

Price bids, which remain unopened with PLL, will be returned to the concerned bidders within 5 (five) working days of receipt of Performance Guarantee Bond(s) from the successful bidder(s).

PLL will not be responsible for the loss of tender form or for the delay in postal transit.

12. DEADLINE FOR SUBMISSION OF BIDS

The Bid must be received by the PLL at the address specified in Invitation for Bids not later than 1430 Hrs (IST) on the notified date of closing of the tender. Offers sent by hand delivery should be put in the Tender Box at the specified office not later than 1430 Hrs (IST) on the specified date. All out-station tenders, if sent by post, should be sent under registered cover.

13. LATE BIDS

Bidders are advised in their own interest to ensure that bid reaches the specified office well before the closing date and time of the bid.

Any bid received after dead line for submission of bid, will be rejected and returned unopened.

14. MODIFICATION AND WITHDRAWAL OF BIDS

No bid may be modified after the dead line for submission of bids.

15. OPENING OF BIDS

The bid will be opened at 1530 Hrs (IST) on the date of opening indicated in "Covering letter of the Tender". The Bidder or his authorized representative may be present at the time of opening of bid on the specified date.

In case of unscheduled holiday on the closing/opening day of bid, the next working day will be treated as scheduled prescribed day of closing/opening of bid; the time notified remaining the same.

16. UNSOLICITED POST TENDER MODIFICATIONS:

Unsolicited post-tender modification will lead to straight away rejection of the offer.

17. PLL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.

PLL reserves the right to reject, accept or prefer any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for PLL's action. The PLL also reserves to itself the right to accept any bid in part or split the order between two or more bidders.

18. NOTIFICATION OF AWARD (NOA)

Prior to the expiration of the period of bid validity, the PLL will notify the successful bidder in writing that its bid has been accepted.

The notification of award will constitute the formation of the contract.

19. SIGNING OF CONTRACT

The successful bidder is required to sign a formal detailed contract with PLL within a maximum period of 15 days of date of Fax order / LOI / NOA as per detailed format at Annexure - II. Until the contract is signed, the Fax order/ LOI /NOA shall remain binding amongst the two parties.

20. PERFORMANCE BANK GUARANTEE (MENTIONED IN APPENDIX-C OF ANNEXURE -II)

The successful bidder shall submit on or before the execution of the agreement, a security deposit in the form of an irrevocable, unconditional first demand bank guarantee from an acceptable bank for an amount of 10% of the One Year Contract Value, valid until & upto 60 days after the contract tenure. The bank guarantee shall be renewed every year upto completion period of the contract.

21. CORRESPONDENCE

All correspondence from Bidders/ contractor shall be made to the office of the Purchase Authority from where this tender has emanated.

All correspondence shall bear reference to bid number.

Appendix-A

Tender No.....

Contractor's Telegraphic Address:

Dear Sirs,

1. I/We hereby offer to supply the services detailed in schedule hereto or such portion thereof as you specify in the Acceptance of Tender at the price given in the said schedule and agree to hold this offer open till _____.
2. I/We have understood and complied with the "Instructions to Bidders" at - B, "Bid Evaluation Criteria" at Annexure -A and accepted the "General Terms and Conditions" at Annexure- II for providing services and have thoroughly examined and complied with the Special Conditions of Contract and/or pattern stipulated at Annexure -III hereto and am/are fully aware of the nature of the service required and my/our offer is to provide services strictly in accordance with the requirements.
3. The following pages have been added to and form part of this tender:-

Yours faithfully,

Signature of Bidder

Address

Dated

Signature of witness

Address

Note: This form should be returned along with offer duly signed.

Appendix-B

EXCEPTION / DEVIATION PROFORMA

PLL expects the bidders to fully accept the terms and conditions of the bidding documents. However, should the bidder experience some exception and deviations to the terms and conditions of bidding documents, the same should be indicated here and put in the Techno-Commercial bid. Price effect for withdrawal of such exception (s) is to be indicated in the priced bids only. If the proforma is left blank, then it would be presumed that bidder has not taken any exceptions/deviations to the terms and conditions of the bidding documents.

Clause No. of Bidding Document	Full compliance / not agreed	Exceptions / deviations taken by the Bidder	Confirmation if price effect for withdrawal of this exception specified in the priced bid.	REMARKS

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

Annexure – I

SCOPE OF WORK

The scope of work covered under this contract for “providing, operation & maintenance and upkeep of the car transport services on round the clock and 12 hours basis” at Petronet LNG Terminal-Kochi includes, but not limited to, following activities:

A.)

- a. **Providing and operating of new or having registration after 1st Jan, 2012 and 25,000 maximum kilometers travelled vehicles in excellent roadworthy and running condition with good interiors along with competent driver.**

Sr. No.	Types of Vehicle required	Quantity (Tentative Only)
A	On for Monthly Basis: (12 Hours Basis)	
1.	Volkswagen Vento / Honda City A/c	1 Nos
2.	Mahindra Xylo/ Chevrolet Tavera A/c	3 Nos
3.	Toyota Innova A/c	1 Nos
4.	Tata Indica/Indigo/Toyota Liva (A/c or Non A/c)	3 Nos
B	On for Call Basis:	
1.	Tata Indica A/c	As and when needed
2.	Tata Indigo A/c	As and when needed
3.	Toyota Liva A/c	As and when needed
4.	Mahindra Xylo A/c	As and when needed
5.	Mahindra Scorpio A/c	As and when needed
6.	Chevrolet Tavera A/c	As and when needed
7.	Toyota Innova A/c	As and when needed
8.	Honda City A/c	As and when needed
9.	Honda Accord A/c	As and when needed
10.	Honda Civic A/c	As and when needed
11.	Toyota Corolla Altis A/c	As and when needed
12.	Toyota Etios A/c	As and when needed
13.	Volkswagen Vento (Diesel)	As and when needed
14.	Mercedes Benz C Class	As and when needed
15.	Mercedes Benz E Class	As and when needed
16.	BMW 3 Series	As and when needed
17.	BMW 5 Series	As and when needed
18.	Audi A3	As and when needed
19.	Audi A4	As and when needed

The schedule for operation of the vehicle given above is indicative only and PLL reserves right to use and place the order for any or all of the vehicle as per actual requirement and the tenderer shall have no claim in this regard whatsoever.

- b. In case of any additional requirement of vehicles during the contract period, the same has to be provided at the contract rates only. Similarly, PLL reserves the right to reduce the number of vehicles if necessary.
- c. The vehicles shall be required to be stationed and to be deployed in accordance with the Instructions / directions from the Officer-in-charge.

- d. Sometimes the vehicles may also have to move on official duty to out stations places depending upon the exigencies of PLL work.
- e. The work includes need based transportation of personnel of PLL and some material, if required, to / from PLL as per directives / instructions of PLL in accordance with day to day requirements.
- f. Normally the on call vehicles shall be required with advance notice for pickup and drop from Kochi airport/any other place to PLL site/guesthouse or city drop/pickup at Kochi to be deployed in accordance with the Instructions / directions from the Officer-in-charge.
- g. At times, the vehicles may be required to proceed to other destinations/ to out stations places, towns within Kerala etc. or any other place depending upon the requirement of PLL. The relevant documents i.e. registration, insurance, permits etc shall at all times be available in the vehicle.
- h. The vehicle is required to be operated for all 365 days in year
- i. PLL reserves the right to get the job covered under this contract done departmentally or through some other arrangements in part or in full at its sole discretion. The contractor shall not be entitled to any compensation whatsoever in such case.

B) SCHEDULE FOR INSPECTION & PLACEMENT OF VEHICLES

- a. The vehicles should be produced for inspection in excellent condition. The entire upholstery should be new. There should not be any dent in the body. The entire vehicle should be painted nicely. The tyres should be new. While running, the vehicle should not give any sound or vibration in the body.
- b. Only such vehicle having copy of R.C. Book, Insurance, Fitness and Permit etc. in original will be inspected by Inspection Team of officers from PLL for vehicle conforming to specifications, as mentioned above.
- c. Once an vehicle and its documents have been approved for the service of PLL, that vehicle shall not be changed during the period of contract except on its being defective in which case another vehicle of same specifications shall be provided by the contractor.

The intimation of such change shall be given to the PLL. Use of such a replacement vehicle will be allowed after vehicle is inspected and accepted for further use by PLL.

- d. During the entire period of contract including extension, if any, the vehicle shall be subjected to periodical inspection and subsequent acceptance shall be subject to the aforesaid fresh inspection by PLL in consideration to same criteria as indicated above. Any defect or deficiency noticed during inspection should be rectified immediately at the cost of contractor.
- e. The decision with regard to acceptance or rejection of the vehicle(s) offered by the contractor shall remain with PLL and its decision shall be final and binding upon the contractor. However PLL may get the work done at the risk and cost of the bidder.
- f. Any lien or charge created on the vehicle by contractor with any financial institutions for the purpose of financing the purchase of the vehicle or any other purpose shall in no way limit or alter the obligations, responsibilities and liabilities of the contractor and the rights of PLL, as per the terms of the contract.

C) RESPONSIBILITIES OF THE CONTRACTOR

- a. The vehicle intended to be placed for hiring must have the following documents in original completed in all respects and should be produced to officer-in-charge of PLL for verification.
 1. Registration Certificate
 2. Latest ownership certificate issued by concern RTO (issued on or after the date issue of LOI).
 3. Taxes paid up to date.
 4. Permit and Fitness certificate from RTO.
 5. Pollution Under Control certificate from RTO.
 6. Comprehensive Insurance certificate
 7. Driving License of the on duty driver.
 8. Identity card of the on duty driver issued by the Contractor.
- b. Vehicle should report for duty with sufficient fuel to run 250 Kms.
- c. The contractor shall also make his own arrangements for refueling, repairs, maintenance etc. of vehicle for which no extra charges will be paid by PLL.
- d. The contractor shall be required to maintain the vehicles in absolute running conditions. If any vehicle develops any defect while on duty the contractor shall immediately replace it by a substitute vehicle(s) with the same specifications. The PLL may however make alternate arrangements at the risk and cost of the contractor and in such cases the additional expenditure incurred, if any, will be recovered from the contractor's bills, treating that the alternate arrangements having been made by the contractor. In case alternate arrangements are not made, payment to the contractor will be made restricted only upto the date and place of utilization of vehicle.
- e. The contractor shall have to provide spare wheels, tools kit, First Aid box filled with minimum immediate required medicines, spark arrestor and any other accessories applicable under safety kits.
- f. It is the responsibility of the contractor that the operator of the vehicles should be ready to move for out station duties with short notice of time and report for the same fully prepared to stay outside for total number of days as per the instruction by the user / officer. Failure to comply will lead to de-hiring of the vehicle.
- g. The vehicles provided on hire by the contractor shall remain at the disposal of the PLL or its authorized officers / officials.
- h. If required by the contractor, the vehicles may be given one maintenance day in a month against a substitute vehicle. Such maintenance days will be allowed on any of the Sundays and with the prior permission of PLL. If maintenance days are availed without prior permission, LD shall be imposed for that day as per LD clause at Annexure III.
- i. In case any vehicle is withdrawn from the duty on any day by the contractor for any reason except on orders from PLL on becoming defective / off road and the contractor fails to provide proper substitute vehicle for defective ones or if the vehicle

provided are not as per the specifications and hence not acceptable or if the contractor fails to provide correct number of vehicle in accordance with the standing work order or does not provide vehicle after withdrawal, no payment shall be made to the contractor for that day against that vehicle and PLL shall have the right to make alternate arrangements at the risk and cost of the contractor. Any additional expenditure incurred by the PLL in making alternative arrangements shall be recovered from the contractor's bills.

- j. In case of loss or damage of the logbooks, Penalty as under will be imposed.
- | | | |
|-----------------------|---|--------------|
| Damage to the logbook | : | Rs. 500.00/- |
| Loss of Logbook | : | Rs.1000.00/- |
- k. In addition to it, the payment will be made on the basis of average payment of the vehicle run at the same place for last six months. The contractor has to furnish copy of FIR lodged with police of loss of log book and has also to submit the indemnity bond declaring that he will not claim for the same services if the log book is recovered. However, if the logbook is located after making payment and as per the logbook the entitlement is lower than amount already paid, the difference will be recovered, or adjusted.
- l. All formalities inclusive of all statutory compliances connected with the transportation/plying of the vehicles such as registration, licenses, taxes, insurance, fitness certificates etc. shall be complied by the Contractor at its cost, as the actual contractual rates agreed upon includes the payment towards road tax, registration fee, insurance, fitness certificate fees, wages of employees of the Contractor, fuel, lubrication, repairs, maintenance and such other incidental charges also. In no event shall PLL be liable for any of these expenses or overheads under this contract. Also, complete transport system will comply with all motor vehicle laws and rules and shall also obtain all necessary permits, approvals and other required consents to provide the service hereunder from all concerned authorities.
- m. All the day do day and Statutory expenses such as salaries, wages and statutory benefits such as Leave, EPF, Gratuity, ESI Workmen's compensation Minimum Wages Act, Payment of Bonus Act, The Contract Labour Act, Motor Transport Workers Act etc. shall be attended to and borne by the Contractor.
- n. The Contractor shall obtain police verification of the driver and other staff deployed to operate the vehicle from Police authorities before engaging them in service. The certificates are to be submitted within 30 days from award of contract to the PLL.

Annexure - II**GENERAL CONDITIONS OF CONTRACT**

THIS CONTRACT is made and entered into on thisDay of ...Two thousand and by and between Petronet LNG Limited, having its registered office at World Trade Centre, 1st Floor, Babar Road, Barakhamba Lane, New Delhi- 110 001, India and one of its work center at Survey No. 347, Puthuvypu, Kochi 682 508 (hereinafter referred to as "PLL" which expression shall include its successors, administrators, executors and assignees) on the one part and M/s, a company registered under the companies Act with its Registered office at referred to as the "CONTRACTOR" (which expression shall include its successors, administrators, executors and permitted assignees) on the other part.

WHEREAS PLL is desirous of (Description of services) for carrying out PLL's operations conforming to specifications as set forth in the Scope of Work at **Annexure-I** of this agreement.

Now it is hereby agreed to by and between the parties as under:

1. DEFINITIONS:

Unless inconsistent with or otherwise indicated by the context, the following terms stipulated in this CONTRACT shall have the meaning as defined hereunder.

CONTRACT

Shall mean a written CONTRACT signed between PLL and the CONTRACTOR including subsequent amendments to the CONTRACT in writing thereto.

PLL

Shall mean Petronet LNG Limited, India and shall include its legal representatives, successors and permitted assignees.

OFFICER-IN-CHARGE

Shall mean authorized representative of PLL for execution of this contract and as mentioned in the LOA / Contract.

SITE

Shall mean all the places in which the operations/services are to be carried out or places approved by PLL for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

CONTRACTOR

Shall mean any person/ persons/ firm/ company etc. whose bid has been accepted by PLL and to whom work has been awarded and shall include its authorized representatives, successors and permitted assignees.

SUB-CONTRACT

Shall mean order/CONTRACT placed by the CONTRACTOR for any portion of the CONTRACT or work sub-letted with necessary written consent of PLL on third party.

Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT.

SUB-CONTRACTOR

Shall mean any person or persons or firm or their legal representatives, successors, assignees to whom part of CONTRACT has been sub-letted by the CONTRACTOR after necessary consent of PLL.

CONTRACTOR'S REPRESENTATIVE

Shall mean such person/or persons duly appointed as the representative of the Contractor in writing to PLL as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

CONTRACT PRICE

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted by PLL and amendments thereof, and shall include all fees, registration and other charges paid to statutory authorities without any liability on PLL for any of these charges. The prices will remain firm during currency of the CONTRACT unless specifically agreed to in writing by PLL.

WORKS / OPERATIONS

Shall mean all work to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT.

GUARANTEE

Shall mean the period and other conditions governing the warranty/guarantee of the works as provided in the CONTRACT.

FACILITY

Shall mean all property of PLL owned or hired by PLL.

APPROVAL

Shall mean and include the written consent duly signed by PLL or their representative in relation to the CONTRACT

2. SCOPE OF WORK/CONTRACT

Scope of the CONTRACT is defined in Annexure-I

3. DURATION OF THE CONTRACT

This CONTRACT shall remain valid for a period of **Three years from the date of Award of Work.**

This period may be extended on satisfactory performance. The successful bidder shall be bound to execute an agreement on non-judicial stamp paper of Rs.100/-

4. DUTIES AND POWER /AUTHORITY

The duties and authorities of the PLL's representative are to act on behalf of PLL for:

- (i) Overall supervision and co-ordination
- (ii) Proper utilization of vehicle and its services.
- (iii) Monitoring of performance
- (iv) Commenting/ countersigning on Logbooks after completion of the journey / duty.
- (v) He shall have the authority, but not obligation at all times and any time to inspect/test/examine/ verify vehicle procedures and logbooks etc. directly or indirectly pertaining to the duty. Hence, the overall responsibility of quality of services shall rest solely with the CONTRACTOR.
- (vi) Each and every document in support of any claim by the contractor has to have the countersignature / comments of the PLL's representative without which no claim will be entertained by the PLL.

5. CONTRACTOR'S REPRESENTATIVE:

- (i) The CONTRACTOR's representative shall have all the powers requisite for the performance of the services.
- (ii) He shall liaise with PLL's representative for the proper co-ordination and timely completion of the services and on any matter pertaining to the services.
- (iii) To have complete charge of CONTRACTOR's personnel engaged in the performance of the services and to ensure compliance of rules and regulations and safety practice and provisions of the Motor Vehicles Act.

6. CONTRACT DOCUMENT

Governing language:

The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.

Entire Agreement:

The CONTRACT with its amendments and modifications if any, together with the LOI constitutes the entire agreement between PLL and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement.

Modification in CONTRACT:

All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects shall be considered valid only when accepted in writing by PLL by issuing amendment to the CONTRACT. PLL shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice, and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

Assignment:

The CONTRACTOR shall not, save with the previous consent in writing of PLL, sublet / SUB-CONTRACT, transfer or assign the CONTRACT or any part thereof in any manner

whatsoever. However, such consent shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT and CONTRACTOR shall be fully responsible for the services hereunder and for the execution and performance of the Contract including the claims raised by his employees.

Waivers:

It is fully understood and agreed that none of the terms and conditions of this CONTRACT shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized agents or representative of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.

7. PAYMENT AND INVOICING

A.) FOR MONTHLY HIRED VEHICLES:

In consideration of the contractor performing the services and its obligations and responsibilities under this Agreement, PLL shall pay to the contractor the total fee (the "Total Fee") in the manner and in accordance with this Agreement. The Total Fee payable to the contractor for each month during the period of this Agreement shall be a sum of (i) Fixed Charges and (ii) Variable Charges for Kilometers travelled and Variable Charges for extra hours in service (if any) as per the rates quoted in the **Price Schedule – ANNEXURE-IV** and shall become payable only from and after the Service Commencement Date.

i.) **"Fixed Charges"** — The Fixed Charges **(A)** payable in the month shall be based on the vehicle in service during the month. The Fixed Charges shall be reduced on pro rate basis in case the vehicle is out of Service. The Fixed Charges quoted by contractor will take into account all the expenses that may be incurred by it in providing the vehicle and Services including towards communication expenses, documentary, administrative expenses and running the vehicle etc. Such expenses include expenses towards repairs, maintenance, HSD, lubricants, comprehensive insurance of his vehicles and its crew, salaries and bonus for crew, all expenses of contractor's establishment and any other expenses which may not be specifically mentioned here, but which are necessary for satisfactory execution of the work under the contract. It also includes (but not limited to) Payments to RTO, Labour Authorities, Local and Municipal Authorities, Semi Govt., Government or any charges, deposits, dues, taxes, levies, etc. connected with the service.

ii.) **"Variable Charges"** —

a) **The Variable Charge for kilometers travelled** shall be the multiplication of the Variable Rate per kilometer **(B)** and the number of Kilometers travelled by the vehicle in a month.

The Variable Rate per kilometer **(B)** quoted by the contractor takes into account all the expenses for diesel consumption, man power charges, and maintenance of the vehicle etc. The Variable Rate is quoted on per Kilometer basis. To compensate the contractor for appreciation in the rate of HSD, the Variable Rate per kilometer **(B)** for a month shall be flexed (increased or decreased) for a month on the basis of the following formula:

$$S = \frac{D1 - D0}{\text{Avg}}$$

Where: D1 : Revised Price of HSD (IOCL) at Kochi on 1st day of the Month.

D0 : Price of HSD (IOCL) at Kochi as on date of issue of Lol or Work

Order

Avg : Average consumption of diesel = 15 Kms/ liter.

S : Is the amount by which the Variable Rate per kilometer (B) is to be increased/decreased for the month.

b) The Variable Charge for extra hours used shall be the multiplication of the Variable Rate per extra hour (C) and the number of excess hours vehicle used (over and above the 12 hours on daily basis as considered in The Fixed Charges (A)) for which the vehicle is used by PLL in a month. The Total Variable Charge per month (if any) shall be applicable only when the vehicle is used by PLL in excess of 12 hours on daily basis as specified in the Fixed Charges (A).

iii.) The contractor shall only be entitled to the Fixed Charges and the Variable Charges, if any.

B.) FOR ON CALL DUTY BASIS VEHICLES:

In consideration of the contractor performing the services and its obligations and responsibilities under this Agreement, PLL shall pay to the contractor the total fee (the "Total Fee") in the manner and in accordance with this Agreement. The Total Fee payable to the contractor for each month during the period of this Agreement shall be as per the actual utilization of the vehicles (if any) and as per the rates quoted in the **Price Schedule – ANNEXURE-V** within 15 days of submission of undisputed Invoice.

i.) Escalation/De-escalation of rate

No escalation /de-escalation in rates shall be allowed during the currency of the Contract except on account of statutory increase /decrease in prices of HSD.

Escalation /De-escalation in rates shall be allowed during the currency of the Contract on account of statutory increase /decrease in the prices of HSD only by Govt / any other authority after the date of closing of tender. Such escalation /de-escalation in rates shall be calculated on the basis of the following formula /guidelines:

$$S = \frac{D1 - D0}{Avg} \times \text{Distance in Kms travelled by the Vehicle(s).}$$

Where: D1 : Revised Price of HSD (IOCL) at Kochi on 1st day of the Month.

D0 : Price of HSD (IOCL) at Kochi as on date of issue of Lol or Work Order

Avg : Average consumption of diesel = 15 Kms/ liter.

S : Is the amount payable or recoverable on account of increase or decrease in HSD price.

Difference payable or recoverable on account of increase or decrease in HSD price shall be allowed for the services actually hired by PLL. As a proof the vendor has to provide the newspaper cutting / government notification which indicate the said revised prices of the HSD.

8. REMUNERATION AND TERMS OF PAYMENT

No advance payment and mobilization / demobilization charges at any stage and at any time will be made to the contractor.

PLL shall pay to CONTRACTOR for the services, to be provided by the CONTRACTOR as per the Price Schedule at Annexure-IV. The rates payable, shall be firm during the entire CONTRACT period, including extension period, if any.

CHECKLIST while submitting bills

1. Invoices with original supporting documents duly countersigned by the PLL's representative / officer wherever applicable will be submitted monthly by the CONTRACTOR to officer-in-charge and payment shall be made within 15 days from the date of receipt of invoice at the above office.
2. All Bills along with relevant supporting documents shall be submitted in triplicate addressed to the Officer-in-charge.
3. "PETRONET LNG Ltd., Kochi" name, address & TIN nos. to be clearly mentioned on the invoice.
4. Invoice shall be signed and stamped by the contractor.
5. PAN, Service Tax Reg no. of contractor shall be clearly mentioned on the Invoice.
6. The bills should be accompanied by challan of EPF deposited to EPF authorities, details of payments i.e. salary, bonus etc. made by the Contractor to its employees duly certified by the representatives of PLL failing which the bills may be withheld.

Bill submission process

1. The Monthly Hire Invoice is to be submitted separately for each vehicle before the fifth (5th) day of a calendar month showing the fees for components of Fixed Charges and Variable Charges (if any) separately for the services performed during the immediate previous month (the "**Monthly Hire Invoice**"). The log book should accompany the Monthly Hire Invoice for the purpose of payment. Any Monthly Invoice received after the 5th day of a calendar month shall become due and payable on the 15th day from the date of receipt Invoice.
2. Owner shall make the payment of the certified amount within 15 days of the receipt of the undisputed invoice.
3. In the event of any dispute in a portion or whole of any invoice, the PLL shall make payment of undisputed portion and shall promptly notify the CONTRACTOR's representative in writing for the remaining portion in CONTRACT to mutually resolve the dispute and if resolved in part or full, payment shall be made to the CONTRACTOR within 30 days of such settlement.
4. The Contractor shall submit monthly bills in TRIPLICATE about the hire charges. The monthly bills must be accompanied by an ORIGINAL + 2 Copies of log sheets / pages completed & filled in all relevant columns / entries and the statement attached to bill should give such details as total kilometers covered, days / shifts of absence and L.D. thereof, total amount claimed and non-chargeable amount, net amount claimed.
5. Separate log book/records will be required for PLL in triplicate in the pattern prescribed by PLL shall be maintained by the contractor in respect of his vehicles plying on hire under the contract. All the entries / columns must be properly filled in and completed as soon as any journey is completed and got signed from the user as well as by the driver. It shall be the sole responsibility of the contractor to ensure that log books are properly completed and signed. Any entry cutting / overwriting shall not be taken into account / consideration and no payment shall be made in respect of such journeys, unless CERTIFIED BY THE USER OFFICER.

Note:-

1. The journeys are performed in the interest of "PLL's bonafide work only".
2. Distance covered from reporting place & back to the reporting place only will be taken into account.
3. Distances, covered from garage or contractor's office to reporting place and back to garage or contractor's office will be to the account of contractor and will not be payable by PLL.
4. The reporting place at Kochi and the route to be followed for the trips in between Kochi and the PLL's LNG Terminal at Kochi or any other place shall be decided by the Officer- In-charge.
5. No overtime shall be paid.
6. The payment to the contractor shall be made after deductions of applicable taxes and duties as per prevailing rates.
7. PLL shall have the right to withhold payment against any bill in part or in full due to any dispute. PLL shall also have the right to recover any dues from the Contractor's bills.
8. In case of loss or damage of log book records, the payment will be made on the basis of average payment of the vehicle run at the same place for last six months. The contractor has to furnish copy of FIR lodged with police of loss of log book and has also to submit the indemnity bond declaring that he will not claim for the same services if the log book is recovered.

9. CLAIMS, TAXES & DUTIES, FEES AND ACCOUNTING:

CLAIMS:

CONTRACTOR agrees to pay all claims, taxes and fees for services to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of PLL. PLL may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's vehicles, Driver and services under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

NOTICE OF CLAIMS:

CONTRACTOR or PLL, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not effect settlement of or compromise any such claim or proceeding without the other's written consent.

TAXES:

CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the PLL for the work done under this CONTRACT. It shall be the responsibility of the CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

PERSONNEL TAXES:

The CONTRACTOR shall bear all personnel taxes levied or imposed on its personnel, SUB-CONTRACTOR's personnel, vendors, consultants etc. on account of payment received under this CONTRACT.

CORPORATE TAXES:

The CONTRACTOR shall bear all Corporate Taxes, levied or imposed on the CONTRACTOR on account of payments received by it from PLL for the work done under this CONTRACT.

If it is so required by the applicable laws in force at the time of payment, PLL shall withhold from the amount due to the CONTRACTOR and pay to the Indian Tax authorities any tax levied or assessed on account of the CONTRACTOR's operations pursuant to this CONTRACT.

For the lapse, if any on the part of the CONTRACTOR and consequential penal action taken by the Tax department, PLL shall not take any responsibility whether financial or otherwise.

10. DISCHARGE OF PLL LIABILITY

The acceptance by the Contractor of any amount paid by PLL to him in respect of his final bill upon the condition that the said payments being made in full and final settlement of all the dues and claims of the Contractor be deemed to be in full and final settlement of all the dues and claims of the Contractor, notwithstanding any qualifying remarks, protest or condition imposed or purported to be imposed by the Contractor related to the acceptance of such payment with the intent that upon acceptance by the Contractor of any payment made as aforesaid, all the dues and claims of the Contractor under the Contract as well as the Arbitration clause hereof shall stand extinguished.

Any and all claims not specifically reflected and included in the final bill, in accordance with the provisions of clause hereof shall be deemed to have been waived by the Contractor and PLL shall have no liability in respect thereof and the contractor shall not be entitled to raise or include in the final bill or subsequently at any time, any claim(s) other than those mentioned in the final bill.

No claim shall, on any account or ground, be made by the Contractor after the final bill with the intent that the final bill prepared by the Contractor shall reflect any and all claims whatsoever of the contractor against PLL arising out of or in connection with the Contract or work performed by the Contractor there under or in relation there to and the Contractor shall, notwithstanding any enabling provision in the Contract or in any law and notwithstanding any claim in quantum merits that the Contractor could have in respect thereof, be deemed to have waived any and all such claims not included in the final bill and to have absolved and discharged PLL from and against the same even if in not including the same as aforesaid, the Contractor shall have acted under a mistake of law or fact.

11. ISSUE OF PHOTO GATE PASSES

For entry to Site photo passes will be issued by PLL security department for which necessary formalities as required by security department are to be complied with. For Police verification certificate all the charges will be borne by the contractor. The successful contractor who has been awarded the job shall apply in the prescribed Proforma for issue of photo gate pass of their workers and site supervisors well in advance before actual start of work at Site.

12. RETURN OF PHOTO GATE PASSES

All the photo gate passes issued to the contractor's workers /site supervisors have to be surrendered essentially after completion of the work. Against the loss of any of the photo gate passes issued to the contractor shall invite penalty as mentioned below or as decided by PLL from time to time:

Whenever any photo gate pass is lost, the contractor or the contractor's employees concerned should lodge a police complaint immediately stating actual facts in the complaint.

In case of first loss of photo gate pass, a penalty of Rs. 250/- (rupees two hundred fifty only) will be imposed for each lost/damaged pass and duplicate pass will be issued, if needed.

In case of second loss of photo gate pass, a penalty of Rs. 500/- (rupees five hundred only) will be imposed and triplicate pass will be issued, if needed.

In case of loss of photo gate pass third time, a penalty of Rs. 600/- (rupees six hundred only) will be imposed and contractor's employee concerned will be black listed from PLL and no further passes will be issued to the contractor for the concerned individual.

If the contractor withdraw any of their employees deployed at the Site during the execution of the job, it is advised to surrender the photo gate pass immediately to Security Section and submit the proof of cancellation of the said photo gate pass to Officer-in-charge. Any outstanding photo gate pass against the contractor will lead to non clearance of their final bill after completion the work.

13. INDEMNITY AGREEMENT

INDEMNITY BY CONTRACTOR

CONTRACTOR shall indemnify and keep indemnified PLL, its contractors (other than the CONTRACTOR) and/or sub-contractors and its/their employees from all actions, proceedings suits, claims, demands, liabilities, damages, losses, costs, charges, expenses (including without limitation, wreck or debris, removal costs, where wreck or debris removal is ordered by a competent authority) judgments and fines arising out of or in the course of or caused by the execution of work under the CONTRACT or other obligations hereunder directly or indirectly associated herewith including but not limited to :

- a) personal injury, illness or death of :
 - i) any of Contractor's or subcontractor's personnel (even if caused by or contributed to by the negligence or fault of Contractor); and
 - ii) any other person to the extent the injury, illness or death is caused by the negligence or fault of the Contractor or Contractor's personnel or subcontractors or subcontractor's personnel and
- b) loss or damage to :
 - i) any property owned, hired or supplied by Contractor or Contractor's personnel or subcontractors or subcontractor's personnel including Constructional Plant (even if caused by, or contributed to by, the negligence or fault of PLL); or
 - ii) any other property to the extent the loss or damage is caused by the negligence or fault of the Contractor or Contractor's personnel or subcontractors or subcontractor's personnel.

INDEMNITY BY PLL

PLL shall indemnify and keep indemnified CONTRACTOR (which expression in this clause includes, unless the context otherwise requires. Subcontractors of any tier and their employees) from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses and fines arising from :

- a) personal injury, illness or death of
 - i) any employee of the PLL (even if caused by or contributed to by the negligence or fault of Contractor);

- ii) any other person to the extent that the injury, illness or death is caused by the negligence or fault of PLL ; and
- b) any loss or damage to :
 - i) any property owned, hired or supplied by PLL (even if caused by or contributed to by the negligence or fault of Contractor); except to the extent that such property is in the care or custody of Contractor in connection with the work under the Contract.

any loss or damage to any other property to the extent the loss or damage is caused by the negligence or fault of PLL.

14. PERFORMANCE

The CONTRACTOR shall undertake to perform all services under this CONTRACT with all-reasonable skill, diligence and care in accordance with sound industry practice to the satisfaction of PLL and accept full responsibility for the satisfactory quality of such services as performed by them. Any defect, deficiencies noticed in the CONTRACTOR's service will be promptly remedied by the CONTRACTOR within 10 days upon the receipt of written notice from PLL to improve the performance failing which PLL may terminate the CONTRACT by giving the CONTRACTOR 30 (thirty) days written notice.

15. DISCIPLINE

CONTRACTOR shall carry out operations hereunder with due diligence. CONTRACTOR shall maintain strict discipline and good CONDUCT among its employees and its SUB-CONTRACTOR's employees and shall abide by and conform to all rules and regulations promulgated by PLL. PLL shall be entitled to supervise the services provided by the contractor and any time PLL feels that the conduct of any of CONTRACTOR / SUB-CONTRACTOR's employees is detrimental to PLL's interest, PLL shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, misbehavior, security reasons etc. while on or off the job. The CONTRACTOR shall comply with any such request to such personnel at CONTRACTOR's expense unconditionally. The CONTRACTOR will be allowed a maximum of 7 working days to replace the person by competent qualified person at CONTRACTOR's cost.

The contractor acknowledges that the works as per the contract is to be carried out in the premises of PLL, a SEZ area (Special Economic Zone) and assures PLL that the work undertaken shall be an 'Essential Service' which cannot be disrupted for any reason whatsoever. The contractor shall ensure that the work is not disrupted due to any reason whatsoever including strike, organised movements, mass leave, or any other conduct by his employees which is likely to result in cessation or substantial retardation of work or the smooth conduct of business of PLL. The contractor shall ensure that there is no organised movement by his employees/staff/workers/labourers employed by him for execution of work of PLL which would have effect of or threat or raise a possibility of disruption of the work in the premises of PLL. The contractor understands that no organised movement by any of the employees of the contractor shall be permitted in or within the premises of PLL and shall ensure that there is no breach of the same. The contractor specifically undertakes that if there is any organised movement including strike, acts of protest, go-slow tactics, refusal to work of any nature whatsoever by the employees/staff/workers/labourers of the contractor, which would or is likely to adversely affect the smooth conduct of business of PLL, the same shall be valid ground, but not limited to, for termination of the contract by PLL. Without prejudice to the right of PLL to terminate the contract, the contractor shall be liable to pay PLL liquidated damages at the rate of 0.5 % of the Contract Value for every week or part thereof when the smooth functioning and conduct of business of PLL is disrupted due to any organised activity by the employees/staff/workers/labourers of the contractor. Contractor

acknowledges that the liquidated damages so fixed are reasonable and proper damages suffered by PLL by the acts of his employees.

16. SAFETY AND LABOUR LAWS

CONTRACTOR shall comply with the provision of all laws including Labor Laws, rules, regulations and notifications issued there under from time to time. All safety and labor laws enforced by statutory agencies and all PLL policies in connection with the subject Contract shall be applicable in the performance of this CONTRACT and CONTRACTOR shall abide by these laws. rules/ regulations etc. .

CONTRACTOR shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. No smoking shall be permitted within the terminal premises. PLL's employee also shall comply with safety procedures / policy. The CONTRACTOR shall obtain consent, approval, and license, if any, required under the Local or Central laws for providing services under this contract.

The CONTRACTOR shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such situations.

The CONTRACTOR shall make it clear to its workmen that the latter are the employees of contractor and that they shall have no claim against PLL and PLL shall not be liable for any claim made by such workmen with regard to wages, salary, compensation and any statutory benefits due to such workmen under Labour Laws and other legislations.

The contractor shall pay all amounts including tax, cess, fees, contribution, gratuity and any payment of whatsoever nature liable to be made to government, local authorities, taxation officers, statutory bodies, departments or authority of whatsoever nature in respect of or relating to the work executed or undertaken by the contractor notwithstanding that M/s. Petronet LNG Ltd (PLL) is also liable either jointly or severally or co-extensively, as the principal, to pay the same. Any payment thus due shall be remitted in the concerned department/ authority at the appropriate time required in law by the contractor and the contractor shall furnish the receipts for payment thereof to M/s. PLL. The contractor shall be liable and responsible for any such payments and PLL shall be indemnified of all liability to make any such payment. The contractor shall obtain a non liability certificate from the concerned departments/ authorities on a periodical basis as required by M/s. PLL from time to time and shall submit the same along with the bills as a precondition for getting payments for the works executed. In the event of default on the part of the contractor to pay any such amount the contractor shall be liable and responsible to pay compensation and damages to PLL in addition to the amounts expended by M/s. PLL for the same.

17. SAFETY CODE

The contractor shall;

- a. **Adhere to safe House Keeping practice** and guard against hazardous and unsafe working conditions and shall comply with all safety rules at PLL's terminal.
- b. **Maintain first - aid facilities** for its Drivers and PLL employees. The First Aid box should be provided in each Vehicle. Regular checking with respect to expiry date of medicines and availability of medicine to be carried out.
- c. **Observe and abide by all fire and safety regulations** of PLL. Before starting contractual work the contractor shall consult PLL's safety Engineer or Officer— In — Charge and acquaint himself and his employees and or drivers about PLL's safety rules. The contractor

must make good to the satisfaction of PLL any loss or damage to any portion of the work done or to any of the existing property.

d. Take requisite precautions and use his best endeavor to prevent any riotous or unlawful behavior by or amongst his workmen and others employed on the works and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the work. In the event of PLL requiring the maintenance of a special police force at or in the vicinity of the contract site during the tenure of works, due to misbehavior of the contractor's employee (s), the expenses thereof shall be borne by the contractor and if paid by PLL shall be recoverable from the contractor.

e. Prohibit the use of spirits or other intoxicating beverages while on the work by the contractor or any of his employees. The contractor shall exercise his influence and authority to check himself and his employees on PLL duty to the utmost extent to secure strict compliance.

Important

1. Driver shall not be in influence of Alcohol and use mobile phone while driving.
2. Driver should not stop the vehicle anywhere else other than in the authorized points.
3. Vehicle driver shall wear seat belt while driving.
4. Front row seats shall have seat belt facility.
5. Driver should not allow unauthorized/outsider person to board the vehicle.
6. Damaged Seats shall be repaired or replaced within 7 days.
7. No smoking regulations shall be followed strictly in the vehicle.
8. Spare bulbs, spare tyres, jockey, spanners shall be maintained in good condition.
9. Driving speed shall not be more than speed limit at anytime.
10. Medical checkup is mandatory every six month for driver.
11. Road Safety training is mandatory every six months for driver – to be provided by PLL Safety Officer
12. Any damage to glass window, glass mirror shall be replaced within 1 days.
13. Should not stop the vehicle anywhere else other than in the authorized points.

18. INSURANCE

a. The contractor shall maintain comprehensive Insurance for the Vehicle during the Period of the Contract.

b. Insurance shall be affected for all the employees engaged by the contractor in the Performance of this Agreement.

c. contractor shall be also carry and maintain any and all other insurances (s), which may be required under any law or regulations from time to time without extra cost to PLL. The contractor shall also carry and maintain any other insurance, which may be required by PLL.

d. PLL shall not be liable in respect of any damage compensation payable at law in respect or in coil sequence of nay accident of injury to any workmen or other person in the employment of the contractor or any third party, save and except an accident of injury resulting from any act or default of PLL, his agents or servants, The contractor shall indemnify and keep indemnified PLL against all such damages and compensation and against all claims, demands, proceeding. Costs, charges and expenses, whatsoever in respect of or in relation thereto, under this contract.

e. contractor shall be responsible for making good to the satisfactory of PLL any loss or any damage to structures and properties belonging to PLL or being executed or procured or

being procured by PLL or of any other agencies within the premises of the work place of PLL, of such loss or damage which is due to fault and/or the negligence of willful acts or omission of the contractor his employees, agents and/or representative.

f. The contractor and their employees shall take sufficient care in moving from one place to another so that they do not cause damage to any person or to the property of PLL or any third party including overhead and underground cables, pipes and any other structures/ belongings and in the event of thy damages including eventual loss of production, operation or service in any plant or establishment as estimated by ICL or ascertained or demanded by the third party shall be borne by the contractor.

Certificate of Insurance: Before commencing performance of the CONTRACT, CONTRACTOR shall upon request furnish PLL with certificates of insurance indicating

- (i) kinds and amounts of insurance as required herein
- (ii) insurance companies carrying the aforesaid coverage
- (iii) effective and expiry dates of policies
- (iv) that PLL shall be given thirty (30) days written advance notice of any material change in the policy
- (v) waiver of subrogation endorsement has been attached to all policies and
- (vi) the territorial limits of all policies. If any of the above policy expire or/ are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, then PLL may replace same and charge the cost thereof to CONTRACTOR. Should there be lapse in any insurance required to be carried out by CONTRACTOR hereunder for any reason, losses resulting there from shall be to the sole account of the CONTRACTOR. Such insurance shall be affected within Insurance Company incorporated and registered in India or jointly with Company of International repute and an Insurance Company incorporated and registered in India.

19. WORKMEN'S COMPENSATION LIABILITY

The contractor, his heirs, executors and administrators (and in case of a limited company, its successors and assigns) shall hold PLL harmless and indemnified from and against all claims, costs and charge for which PLL shall be liable under the Workmen's Compensation Act, and any enactment for the time being in force in that behalf and any amendments thereof and the expenses to which it shall be put there under, both in respect of personal injuries (within the meaning of the said Act) to the employees and servants of the Contractor, sub-contractors, if any, and / or permitted assigns arising out of or occasioned during the currency of the Contract through the acts, or omissions whether due to negligence or otherwise of the contractor, sub contractor(s), permitted assigns and also in respect of the personal injuries (as understood under the said Act) to the servants and employees of PLL arising out of or occasioned through the acts and omissions whether due to negligence or otherwise of the contractor, sub contractor(s), permitted assigns and / or his servants and employees in carrying out any of the provisions of this Contract . The contractor shall further indemnify PLL against such claims from third parties in respect of injuries arising out of or occasioned through the acts and omissions whether due to negligence or otherwise of the contractor, sub contractor(s), permitted assigns and / or his servants and employees in carrying out any of the provisions of this Contract.

20. LIABILITY UNDER EMPLOYEES STATE INSURANCE ACT

Whenever PLL is required to pay contributions in respect of the workmen or employees engaged or employed by or through Contractor, his Sub-contractor or permitted assigns, under the Employees State Insurance Act and the Rules and Regulations made there under either as the Principal Employer or otherwise howsoever, PLL shall be entitled to recover from

the Contractor such contributions which PLL may pay. The Contractor will discharge his responsibilities under the Employees State Insurance Act, 1948 as immediate employees engaged or employed by him for the execution of the work or as the next immediate employer in case he has sublet or assigned the Contract or the instructions as provided hereinabove. The Contractor acknowledges the rights of PLL to recover the amount of the contributions paid by it in the first instance in respect of the employees employed by or through him (the contractor) or by his sub contractor or permitted assigns, as well as the employee's contributions, if any either by deduction from any amount payable to him by PLL under any contract or as a debt payable by to contractor him to PLL.

21. STATUTORY REQUIRMENTS

The contractor shall conform to the provisions of acts of Parliament or State legislatures and to any bye laws, rules, orders or notifications of any government, municipal or local authority being in force at the time and affecting the work undertaken by him and will give all necessary notice to and obtain requisite sanctions and permits of and from the Municipal and any other authority in respect of the said work and of the materials to be used there at and generally will comply with building and other regulations of such authorities and will keep PLL indemnified against all claims, penalties and losses that may be incurred by reason of any breach by the Contractor of any statutes bye-laws, rules, regulations, notifications, etc.

The Contractor undertakes to ensure due and complete compliance with all laws, regulations, rules, etc. whether of the Central Government or State Government or any other competent authority applicable to the workmen employed or whose services are otherwise availed of by the Contractor whether in connection with the work at the site or otherwise. PLL shall have the right to inspect the records maintained by the Contractor and shall whenever required by PLL, produce such records as PLL may call upon the Contractor to produce for PLL's inspection in order to ascertain whether or not the requirements of all such laws, regulations, rules, etc. have been complied with by the contractor. In the event of any contravention of such laws, rules, regulations, etc. coming to light whether as a result of such inspection or otherwise to effect such compliance within such time as PLL may prescribe in that behalf and in the event of the contractor failing to effect such compliance within the time prescribed by PLL then PLL shall without prejudice to his rights be entitled to withhold from the amount payable to the contractor any amount payable to the workmen under any such laws, regulations or rules to make payment thereof to the workmen. PLL shall also have in the event the right to terminate the contract with immediate effect and to exercise powers reserved to PLL under the contract as a result of termination.

22. SECRECY

CONTRACTOR shall during the tenure of the CONTRACT and at anytime thereafter maintain in the strictest confidence all information relating to the work and shall not, unless so authorized in writing by PLL, divulge or grant access to any information about the work or its results and shall prevent anyone becoming acquainted with either through CONTRACTOR or its personnel or authorized SUB-Contractors or agents. CONTRACTOR shall not avail of the information obtained in the course of work hereunder in any manner, whatsoever, nor shall CONTRACTOR divulge any information about the location of the work area of part thereof. CONTRACTOR shall not also destroy any report, note relating to the operation / work and not required by PLL. The obligation is continuing one and shall survive after the completion / termination of this agreement.

23. TERMINATION

Termination on expiry of the CONTRACT

This Contract shall be deemed to have been automatically terminated on the expiry of the CONTRACT period unless PLL has exercised its option to extend this CONTRACT in accordance with the provisions, if any, of this CONTRACT.

Termination on account of force Majeure

Either party shall have the right to terminate this CONTRACT on account of Force Majeure, as set forth in clause given below.

Termination on account of insolvency

In the event the CONTRACTOR or its collaborator at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then PLL shall, by a notice in writing have the right to terminate this CONTRACT and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

Termination for unsatisfactory performance

If PLL considers that the performance of the CONTRACTOR is unsatisfactory or, not upto the expected standard, PLL shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. PLL shall have the option to terminate this Contract by giving 30 days notice in writing to the CONTRACTOR, if, CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by PLL.

Termination for delay in mobilization

Successful bidder shall be required to mobilize complete crew for commencement of services at the site within the mobilization period from the date of Fax order / LOI / NOA. If the CONTRACTOR (successful bidder) fails to mobilize as above, the CONTRACT shall automatically stand terminated unless PLL has extended the mobilization period with levy of Liquidated Damages.

Consequences of termination

In all cases of termination herein set forth, the obligation of PLL to pay shall be limited to the period upto the date of termination. Notwithstanding the termination of this Agreement, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

In case of termination of CONTRACT herein set forth except under 0 and 0, the CONTRACTOR shall be put on holiday [i.e. neither any enquiry will be issued to the party by PLL against any type of tender nor their offer will be considered by PLL against any ongoing tender(s) where contract between PLL and that particular CONTRACTOR (as a bidder) has not been finalized] for two years from the date of termination by PLL to such CONTRACTOR.

24. LABOUR LAWS

- a. No Labour below the age of 18 (Eighteen) years shall be employed on the work.
- b. The Contractor shall not pay less than minimum wages what is provided under Labour Law to laborers engaged by him on the work.
- c. The Contractor shall at his expense comply with all labour laws and keep the PLL indemnified in respect thereof.

d. The Contractor shall comply with the provision of the payment of Wages ACT 1936, Minimum wages Act 1948, Employers Liability Act 1938, Worker men's Compensation Act 1923, Industrial Dispute Act 1947, and Contract Labour Regulation and Abolition Act 1970, employment of Children ACT 1938 or any modification thereof or any other law relating thereto and rules made there under from time to time.

e. The Contractor should strictly comply with the provision of the Employees Provident Fund Act. It is to be noted that the subject contract would be awarded only to those bidders who have fulfilled the following requirements within one month if issue of letter of acceptance:

- i. Obtain License under Contract Labour Abolition and Regulation Act 1970 and submit to PLL. P.F. Registration Number allotted to them by RPFC and PAN number, and submit to PLL.
- ii. The agencies should promptly deposit P.F. deduction of the eligible contract employees plus the employer contribution to the R.P.F.C. for this purpose, the Contractor must submit a certificate in their bill that PF amount has been deducted from the eligible employees and along with employers contributions the same has been paid to the office of PF Commissioner, Supported by a copy of the receipted challan Receipt for the payment to RPFC for the earlier months.

25. DISPUTE RESOLUTION

All disputes, differences, controversies or claims arising between the parties hereto in relation to this Agreement, whether before or after termination or any breach of the Agreement shall first be attempted to be resolved amicably by referring the same to the respective officers of the parties who shall use their best efforts to resolve such disputes, controversies or claims in the spirit of co-operation and mutual benefit.

In the event that the parties using their best efforts are unable to resolve any such disputes, differences, controversies or claims within seven (7) day of the date of the first written notice of such dispute by one party to the other, such dispute shall be referred to arbitration in accordance with the Arbitration and Conciliation A 1996 and any amendments or succeeding legislation thereto.

The arbitration shall be conducted by a sole arbitrator, who shall be appointed mutually by the parties. If the parties fail to agree on the arbitrator within thirty (30) day of receipt of a request by one party from the other party, the appointment of sole arbitrator shall be made by PLL.

The award of the arbitrator shall be final and binding on the parties and the parties irrevocably waive their right to any form of appeal, review or recourse to a court or judicial authority in so far as such waiver may be validly made.

The arbitration proceeding shall be conducted in English language and the venue of arbitration shall be Kochi.

26. SEVERABILITY

Should any provision of this Contract be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

27. CONSEQUENTIAL DAMAGES

Notwithstanding either party's fault, neither party shall be liable to the other party in respect of any consequential damages whatsoever. The term "Consequential damages" as used herein shall include without limitations to the meaning, loss of profit, production, business opportunities or use of assets.

28. FORCE MAJEURE

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the CONTRACT, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the CONTRACT, Flood and Acts and Regulations of the government.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure by giving notice to the other party as soon as reasonably possible but not later than 3 days of the occurrence of the Force Majeure event. If deliveries are suspended by Force Majeure conditions lasting for more than 1 (one) month, PLL shall have the option of cancel this CONTRACT in whole or part at its discretion without any liability or payment obligations on it..

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

29. JURISDICTION AND APPLICABLE LAW

This Contract including all matter connected with this it , shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of the Courts of New Delhi.

30. ARBITRATION

Except as otherwise provided elsewhere in the CONTRACT if any dispute, difference, question or disagreement arises between the parties hereto or the respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the CONTRACT or breach thereof the same shall be referred to Arbitration of Sole Arbitrator appointed by the Director of PLL.

It is also agreed that there will be no objection for appointment of an employee of PLL as Sole Arbitrator who also holds shares of PLL.

Appointment of Arbitrator shall be made within 30 days of the receipt of the arbitration notice.

If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the Director of PLL to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

It is a term of the CONTRACT that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

It is also a term of the CONTRACT that neither party to the CONTRACT shall be entitled for any ante-lite (pre-reference) or pendente-lite interest on the amount of the award.

The Arbitrator shall give reasoned award and the same shall be final, conclusive and binding on the parties.

The venue of the arbitration shall be Kochi.

It is a term of the CONTRACT that the cost of the arbitration will be borne by the parties in equal shares.

Subject to as aforesaid, the provisions of Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.

31. CONTINUANCE OF THE CONTRACT

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this CONTRACT.

32. INTERPRETATION

The titles and headings of the sections in this CONTRACT are inserted for convenient reference only and shall not be construed and limiting or extending the meaning of any provisions of this CONTRACT.

Appendix - C

Bank Guarantee towards Performance Security

PERFORMANCE GUARANTEE

Ref. No. _____ Bank Guarantee No _____

Dated _____

To,

Petronet LNG Limited,

India

Dear Sirs,

1. In consideration of Petronet LNG Limited, incorporated under the Companies Act, 1956, having its Registered Office at First Floor, World Trade Centre, Bararkhamba Lane, Babar Road, New Delhi-110001, India and one of its offices at Survey No. 347, Puthuvypu PO, Kochi 682 508.(hereinafter referred to as 'PLL', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____(hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and PLL having agreed that the CONTRACTOR shall furnish to PLL a performance guarantee for Indian Rupees/ as per Clause 9 of the Contract for the faithful performance of the entire CONTRACT.
2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rs./ (in figures) _____ (Indian Rupees (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by PLL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by PLL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.
3. The Bank also agrees that PLL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that PLL may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees that PLL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in PLL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of PLL or any indulgence by PLL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of PLL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till PLL discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of PLL or that of the CONTRACTOR.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs. (in figures) _____ (Indian Rupees/ (in words) _____) and our guarantee shall remain in force until _____.(indicate the date of expiry of bank guarantee)

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of PLL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of PLL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this day of20__ at

WITNESS NO. 1

WITNESS NO. 2

(Signature)

(Signature)

(Signature)

Full name and official

Full name and official

Full name, designation and

address (in legible letters)

address (in legible letters)

address (in legible letters) with Bank stamp

Attorney as per power of

Attorney No.....

Dated

INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper as per stamp duty applicable in the State of Kochi. The non-judicial stamp paper should be in name of the issuing bank.
2. The expiry date as mentioned in clause-9 should be arrived at by adding 60 days to the CONTRACT completion date unless otherwise specified in the bidding documents.
3. The Bank Guarantee by Indian bidders will be given from Nationalized/Scheduled Banks only.

SPECIAL TERMS & CONDITIONS

1. DEFINITION

“**DISTANCE**” means distance in kilometer between the two work sites by the route usually used for transportation of PLL’s equipment and should be taken as shortest possible route.

“**MONTH**” means a calendar month.

“**WORKING DAY**” means any day of a month including Sunday / Holiday.

“**HOUR**” means an hour of 60 minutes. For the purpose of payment of charges / recovery, fraction of an hour upto 30 minutes will not be taken into account and more than 30 minutes will be treated as full one hour.

“**DRIVER**” means the paid driver of the Contractor provided on vehicle(s) and in possession of professional / competent license three years old from RTO/KRTO as per Motor vehicle’s Act and Rules in force.

“**ABNORMAL SITUATION**” means the time of curfew, riots, bandh and any other situations related with communal disturbance etc. beyond human control.

2. LIQUIDATED DAMAGES

Absence for a day and beyond one day	L.D per day = Fixed Monthly Charges / (No. of Days in calendar month) and No Work No Pay
--------------------------------------	--

In case any vehicle remains off-road due to major breakdown/accident mishap or other reasons beyond human control, L.D. shall be condoned upto a maximum of 24 hours. The contractor may however in the meantime make his best efforts to provide a road worthy substitute of any model so as to allow the PLL’s work to continue for a period of 07(seven) days only. Beyond that, replaced Vehicle of required make and model duly inspected will only be admitted for duty. If the contractor fails to provide the vehicle of same model after 7 days as mentioned above his vehicle shall deemed to be de-hired and proportionate S.D. shall be forfeited.

Only PLL’s authorized persons / employees or other authorized persons will be allowed in the vehicles and unauthorized person will not be allowed. Contractor or his authorized representative / driver will be responsible to exercise the control in this regard. If any unauthorized passengers are found while checking, an amount of Rs. 500.00/- (Rupees Five Hundred) only will be deducted as L.D. for each unauthorized passenger found in the vehicle. The decision of Officer-in-Charge is final in this regard.

The Contractor shall deploy sufficient number of drivers for 24 hours duty vehicles in accordance with the existing Labour Laws. For any deviation the contractor shall be solely responsible for the same and a penalty of Rs. 300.00/- per day shall be imposed.

3. CONTRACTOR’S PERSONNEL

Driver:-

Each vehicle shall have experienced (at least 5 years) & qualified (having valid driving license) driver. The driver should be well versed in understanding & speaking English, Hindi & Malayalam. They should be polite & well behaved and should exhibit good conduct while dealing with people.

Uniform:-

Drivers should always be in uniform (grey/blue/white colour) with Black shoes. Contractor shall provide sufficient pairs of uniform to the drivers to meet the above.

The Contractor shall provide drivers for each vehicle. For vehicles on 24 hours duty, drivers will be provided who will change duties according to their shifts. Drivers provided with the vehicles must be physically / medically fit, professionally sound and legally competent in all respects holding valid license as prescribed under prevailing Indian Motor Vehicles Act and Rules / any other applicable act and rules on the subject.

The Contractor shall allow weekly rest and daily working hours to his workers as per provisions of the Factory Act and Rules. However, no work shall be left incomplete / unattended on any holiday / weekly rest.

The Contractor shall deploy personnel with no past criminal record. Police report regarding antecedent verification shall be submitted to PLL within 1 month of deployment. In case of replacement of personnel, fresh police verification & medical certification shall be submitted.

4. ACCOMMODATION / TRANSPORT / MEDICAL

The Contractor shall make his own arrangements for the accommodation of his personnel within Kochi and transportation arrangement for them from their place of residence to site as required. PLL shall have no obligation in this regard.

PLL shall not be responsible for providing any medical assistance to the Contractor's personnel. Only First Aid facility available at location/site shall be made available to Contractor's personnel on duty in case of any emergency.

5. GENERAL OBLIGATIONS

b) The vehicles shall ply on the route as fixed by PLL. There shall be no change in route without permission of PLL.

c) All the vehicles shall be used exclusively for PLL during the tenure of contract and the contractor cannot use them elsewhere.

d) Traffic Rules:-

The vehicles shall be operated and parked as per Traffic Rules and as specified / notified by the Police authorities from time to time. Parking of Vehicles will be done as per the Traffic rules. The responsibility of any penalty imposed by traffic authorities on driver/vehicle shall be entirely on the Contractor.

e) Log Books:-

The vehicle owner shall maintain separate logbooks (issued by PLL) for each vehicle. Log books need to be filled by the Contractor's Driver on daily basis and to be submitted on the next morning. Monthly payments shall be made on the verified log book records.

f) Replacement of vehicle in case of Breakdown/Maintenance/accident:-

In the event of maintenance, breakdown, accidents to any Vehicle or in case the Vehicle is not acceptable to PLL under the Terms of Contract, the contractor will immediately replace the same by good acceptable vehicle. In case, the contractor fails to provide the replacement Vehicle, PLL reserves the right to hire the vehicle(s) from open market at the risk and cost of the contractor and the differential amount shall be deducted from the monthly bill.

h) The vehicle owner is responsible for arrangement of parking place at Kochi or any other place where the vehicle is on official visit.

j) The contractor should obtain & submit to PLL the following documents in original and complete in all respects for all the vehicles prior to commencement of services.

- | | |
|-------|---|
| i. | Registration Certificate |
| ii. | Latest ownership certificate issued by concerned RTO . |
| iii. | Taxes paid up to date. |
| iv. | Fitness certificate from RTO |
| v. | Comprehensive Insurance certificate |
| vi. | Emission Clearance Certificate |
| vii. | Necessary documents for road permit |
| viii. | Pollution Check Report |
| ix. | Latest copy of driving license of all the drivers |
| x. | Medical fitness certificate of drivers & conductors/cleaners |
| xi. | Police verification report of all the staffs. |

6. MANDATORY REQUIREMENTS

HSE aspects

1. Tyres shall be used that of original supply/ Specified by manual. Non compliance shall result in termination of the contract. (It shall be of reputed Indian tyre suppliers.)
2. Driver must have safety/seat belts ON while vehicle is in running condition.

Other aspects

1. The vehicle can be parked at PLL premises but at owner's risk.
2. The vehicle shall be EXCLUSIVELY used for PLL services only. Vehicle shall not be used for the purpose other than PLL. Log book of the vehicle shall be maintained and get it authorized from PLL representative daily Non compliance to this shall attract penalty of Rs. 5000.00/-
3. Contractor shall be responsible for regular maintenance of the vehicles at original OEM specified service stations and original reports of such services shall be submitted PLL within 2 days of the service/maintenance
4. The successful tenderer has to take up the work within 30 days on receipt of LOI.
5. The Contractor shall take all precautionary measures in order to ensure the safety of the employees traveling in the vehicle.
6. The Contractor shall assume all liabilities for and give to PLL the complete indemnity against all actions, suits, claims, demands, cost charges or expenses arising out of and in connection with any accident, death or injury sustained by any of the persons traveling in the vehicle. The contractor will have to take Comprehensive Insurance Policy to cover risk of injury/loss of life of the PLL employee/contract person traveling, driver, as required by the law including damage to property belonging to the staff or

employer and any liability under Workmen Compensation Act, criminal cases as well as in Motor Accident Claim related liabilities.

7. The contractor will ensure periodic health check up of the personnel employed / deployed by him / her.
8. The vehicles which are provided should have registration certificate of a taxi (i.e. yellow number plate) and should carry valid comprehensive insurance certificate

7. REPRESENTATIONS & WARRANTIES

The contractor represents and warrants on the date hereof that:

A. It has the requisite skills, experience, expertise and capacity to provide and operate the vehicles in accordance with this Agreement;

B. No person has been retained or employed by it to solicit this Agreement upon any arrangement or understanding for the payment of any commission, fee or other compensation of any kind;

C. It is and shall remain a corporation duly organized and in good standing under the laws of India, and also duly qualified to do Business in those jurisdictions where it has to perform its obligations under this Agreement;

D. It maintains and shall maintain accurate books and records reflecting its operations in the English language;

E. Neither the execution nor performance of this Agreement, conflicts or will conflict with or result or will result in a breach of any provision of the Vehicle owner's constitutive instruments or of any law, judgment, order, decree, rule or regulation of any court, administrative agency or other instrumentality of any governmental authority, or of any other agreement or instrument to which it is a party;

8. RATES

The rate quoted should be complete, composite and firm for the entire contract period and inclusive of all the expenses necessary for continuance of the services under the contract. Such expenses include expenses towards repairs, maintenance, HSD, lubricants, comprehensive insurance of his vehicles and its crew, salaries and bonus for crew, all expenses of contractor's establishment and any other expenses which may not be specifically mentioned here, but which are necessary for satisfactory execution of the work under the contract. It also includes (but not limited to) Payments to RTO, Labour Authorities, Local and Municipal Authorities, Semi Govt., Government or any charges, deposits, dues, taxes, levies, etc. connected with the service.

Owner shall deduct income tax and other applicable taxes at source at the rate specified under Applicable Law. In case Contractor desires income tax deduction at source at a lower rate under any advance ruling and/or advance assessment of the relevant competent authority, then Contractor shall be responsible for obtaining the necessary authorization from the concerned tax assessing authority authorizing the deduction of tax at source at a lower rate and shall provide Owner with the original copy of such authorization. Owner shall issue the relevant certificates for tax deduction at source made by the Owner, in accordance with Applicable Law of India, from the payments made by Owner to Contractor

PLL shall not be liable to pay any amount except the agreed rates.

PLL shall reimburse the Toll Tax and Parking Fees paid by the contractor while on duty as per actual on submission of actual Slips

9. PENALTY

A. In case of break - down of vehicle, the CONTRACTOR shall replace it within 30 minutes by an equally good vehicle as may be approved by PLL authorities, failing which, PLL shall have the right to hire a vehicle from open market and recover the extra cost thereof incurred if any, from the bills of the CONTRACTOR. Replacement of any vehicle regularly running under the contract shall be done only with the prior written approval of PLL.

B. If a vehicle runs late by more than 20 minutes in a trip for reason attributable to the CONTRACTOR, the CONTRACTOR, shall be liable to pay PLL a sum of Rs. 1000.00/- (Rupees One Thousand only) per trip as penalty for a default.

C. In case the CONTRACTOR fails on any day to provide the vehicle hired under this Agreement, PLL authorities reserve the right to hire the vehicle as may be required or make alternate arrangements at the risk and cost of the CONTRACTOR. In addition to hire charges a penalty of Rs. 1000.00/- (Rupees One Thousand only) will be levied and deducted for the default and also the Fixed Charges shall not be paid for that day.

D. If the CONTRACTOR or the vehicle drivers are found taking unauthorized person (s) in the vehicle provided under this Agreement, a penalty of Rs. 500.00/- (Rupees Five Hundred only) per trip will be deducted.

E. If a particular trip is missed the CONTRACTOR shall be liable to pay a penalty of Rs. 1000.00/- (Rupees One Thousand only) per trip. In addition to the above proportionate deduction of fixed Charges will be made accordingly.

F. In case the vehicle does not touch any particular stop (s) as mentioned in the schedule, a penalty of Rs. 200.00/- (Rupees Two Hundred only) per missed stop(s) will be deducted from monthly bill for such default.

G. If any driver misbehaves with the PLL employee/ passenger a penalty of Rs. 1000.00/- (Rupees One Thousand only) will be deducted from monthly bill on each occasion.

H. If the relevant documents i.e. registration, insurance, permit, PUC etc. are not available in the vehicle, a penalty of Rs. 500.00/- (Rupees Five Hundred only) per day per vehicle will be levied and deducted.

I. In rainy season wipers should be fixed properly. No vehicle without proper wiper should ply and if any such case is reported or observed a penalty of Rs. 1000.00/- per trip (Rupees One Thousand only) will be imposed and deducted from monthly bill.

J. The vehicle should have a spare wheel in good condition at all times failing which a penalty of Rs. 500.00/- (Rupees Five Hundred Only) per trip per vehicle will be imposed, and deducted from monthly bill.

K. In case any vehicle remains off-road due to major breakdown/accident mishap or other reasons beyond human control, the contractor may however in the meantime make his best efforts to provide a road worthy substitute of any model so as to allow the PLL's work to continue for a period of 07(seven) days only. Beyond that, replaced Vehicle of required make and model duly inspected will only be admitted for duty. If the contractor fails to provide the vehicle of same model after 7 days as mentioned above his vehicle shall deemed to be de-hired and proportionate Security/Performance deposit shall be forfeited.

L. For any failure to comply with the terms and conditions of the contact, PLL can forfeit the full security deposit amount.

10. GOVERNING LAW

All matters arising out of or in conjunction with this Agreement shall be governed by and construed in accordance with Indian law and the courts of Kochi shall have exclusive jurisdiction.

Annexure-IV

PRICE SCHEDULE (For Monthly Hired Vehicles)

The price quoted is to provide and operate the following vehicles:

Description	Tata Indica (Diesel)		Tata Indigo (Diesel)		Toyota Liva		Toyota Innova (Diesel) (A/C)	Volkswagen Vento (Diesel) (A/C)	Honda City (A/C)	Tavera /Xylo (Diesel) (A/C)
	A/C	Non A/C	A/C	Non A/C	A/C	Non A/C				
Fixed charge per month per Vehicle (A) in Rs. (for 12 hours daily basis)										
Variable Rate for per Kilometer running (B) in Rs.										
Variable Rate per extra hour (C) in Rs. (Beyond 12 hours a day per vehicle)										

Type of vehicles to be provided (New/Old) : (please specify)

Note:

1. The schedule for operation of the vehicle given above is indicative only and PLL reserves right to use and place the order for any or all of the vehicle as per actual requirement and the tenderer shall have no claim in this regard whatsoever.
2. The charges as per Price Schedule are;
 - i. Inclusive of driver's salary, fuel, lubricant, maintenance expenses of vehicles payments of all Government and local authority taxes as levied from time to time and insurance charges etc. but excluding Service Tax. Service tax, if applicable, shall be paid extra by PLL.
 - ii. Applicable for 3 (Three) years. There shall be variation for increase/ decrease in price of Diesel only and no variation for RTO Passenger Tax is applicable.
 - iii. The rate quoted are complete, composite and firm for the entire contract period and inclusive of all the expenses necessary for continuance of the services under the contract.
 - iv. Outstation parking charges shall be paid extra by PLL as per actuals.
 - v. The billing/payment shall be done as per actual running kilometer of the vehicles.
3. Payment shall be made only as per above schedule of rates subject to deductions, if any. TDS would be deducted from the bills in accordance to the prevailing rates.

Date:

Signature & Seal of Bidder

Annexure-V

Price Schedule (For On Call duty basis vehicles)

Type Of Vehicle	Charges in Rupees										
		4hrs	8 hrs		12hrs	24hrs	Additional 12 Hr				
	Airport pickup/drop	40 Km	80 Km	150 Km	200 Km	300 Km	300 Km	Over Time Rs/Hr	Night Charge	Rs/Km	Rs/Hr
Tata Indica A/c											
Tata Indigo A/c											
Toyota Liva A/c											
Mahindra Xylo A/c											
Mahindra Scorpio A/c											
Chevrolet Tavera A/c											
Toyota Innova A/c											
Honda City A/c											
Volkswagen Vento (Diesel) A/c											
Honda Accord A/c											
Honda Civic A/c											
Toyota Corolla Altis A/c											
Toyota Etios A/c											
Mercedes Benz C Class											
Mercedes Benz E Class											
BMW 3 Series											
BMW 5 Series											
Audi A3											
Audi A4											

Date:

Signature & Seal of Bidder

Note:

1. The schedule for utilization of the vehicle given above is indicative only and the vehicles shall be required for pickup and drop from Kochi airport to PLL site/guesthouse or city drop/pickup at Kochi to be deployed in accordance with the Instructions / directions from the Officer-in-charge as per actual requirement of PLL and the tenderer shall have no claim in this regard whatsoever.

At times, the vehicles may be required to proceed to other destinations/ to out stations places, towns within Kerala etc. or any other place depending upon the requirement of PLL.

2. The charges as per Price Schedule are;
 - i. Inclusive of driver's salary, fuel, lubricant, maintenance expenses of vehicles payments of all Government and local authority taxes as levied from time to time and insurance charges etc. but excluding Service Tax. Service tax, if applicable, shall be paid extra by PLL.
 - ii. Applicable for 3 (Three) years. There shall be variation for increase/ decrease in price of Diesel only and no variation for RTO Passenger Tax is applicable.
 - iii. The rate quoted are complete, composite and firm for the entire contract period and inclusive of all the expenses necessary for continuance of the services under the contract.
 - iv. Outstation parking charges shall be paid extra by PLL as per actuals.
 - v. The billing/payment shall be done as per actual utilization of the vehicles only.
3. Payment shall be made only as per above schedule of rates subject to deductions, if any. TDS would be deducted from the bills in accordance to the prevailing rates.

Date:**Signature & Seal of Bidder**