**TERMS AND CONDITIONS FOR**

HIRING OF VEHICLES (NON-AIR CONDITIONED)

(Please read the following instruction carefully and give acceptance for the same at the end)

1. **ELIGIBILITY FOR SUBMISSION OF TENDER:**
2. The Tenderer must be the owner of at least eight (8) non-Ac Big 54 seaters and (3) non –AC 18 seaters buses of 2013 and latest model.
3. The Tender should have at least 5 years experience in the related field.
4. The tenderer/firm should be registered contractor with Competent Authority to carry out the contract.
5. **SPECIFICATION OF VEHICLES**
6. The present requirement of the bus is on monthly basis for the transportation of the employees from identified points in the area of Greater Mumbai and transportation of patients. However, TMC may increase or decrease and change the number of buses during the period of contract on the same rates, terms and conditions as fixed base on the rates for other routes of similar distances**. As per annexure-I, II, & III**
7. The contractor, every time during the currency of contract shall provide only good conditioned bus preferably model of 2013 or later model buses. The seating capacity of non-AC big bus should be as per the actual requirement of concerned TMC authorities.
8. The buses should be registered in the name of Contractor / Firm. The necessary papers of the bus and authorized driving license should be with the driver while operating the vehicle as per rules.
9. The contractor shall produce the buses for physical inspection before TMC authorities along with original documents of the bus viz. RC books, Insurance policies (Comprehensive), Passenger Permit, Road Permit etc. for verification prior to deployment on the specified dates. If the Contractor fails to produce the buses / documents for inspection / verification on the specified date, the work order for supply of buses will not be issued in his favour and EMD will be forfeited.
10. The contractor shall make the buses available for transportation of employees on all working days. Place, route and timing of plying the bus will be provided and shall be subject to changes at the discretion of concerned TMC authorities to meet with the requirements.
11. The buses should be in road-worthy good conditions, in all respect, for operation in accordance with Motor Vehicle Act and rules made there under by the State and existing laws as may be applicable and amended from time to time. Valid documents viz. Registration Certificate, Insurance Certificate, Route Permit, Passenger Permit, Fitness Certificate etc.) should be available in the bus with the driver during operation of the bus. Responsibility for any lapses in this regard shall be that of contractor.
12. The buses should be neat and clean from inside and outside, in perfect mechanical condition and the general get-up of the buses such as body, paint, upholstery, tin work, windows panes appearance, etc. should be good commensurate with the image of TMC. The buses will be inspected periodically for road worthiness and any defect pointed out by TMC should be rectified immediately and contractor shall provide another bus not earlier than 2013 in good condition, as replacement, during the period of repair.
13. The Contractor shall provide and maintain First Aid Box and Fire Extinguisher, one each in every buses as per the prescribed norms.
14. The contractor shall not use outlived retreated tyres for the bus. He shall also observe the safety and maintenance provisions indicated in Motor Vehicle Act which is in force, and be responsible for ensuring safety transport of passengers through the drivers employed by him, and further undertake that the requisite insurance is always valid during the term of this contract.
15. **GENRAL TERMS AND CONDITONS**
16. The contractor entered into will be for a period not exceeding to one year with effect from 16th September 2014 to 31st August 2015. TMC may, if required increase or reduce the number of buses and size ( seating capacity) of buses with an advance notice of 15 days.
17. The contractor may withdraw the contract by giving 90 days’ notice in writing. The contract can be terminated by TMC by giving 24 hours notice without assigning any reason thereof in case of transport services are no more required.
18. The contractor should declare and warrant that they are legally entitled to do the business of providing transport and hold the requisite license and/or permit for the same from the appropriate authorities.
19. The contractor should produce all documents issued by RTA relating to the buses for verification. If bus is not registered in the name of valid contractor, it will not be accepted.
20. The 5 buses should have a seating capacity of 54 seaters and 1 bus with 18 seaters with standard seats of good condition preferably of model 2013 and later and should be comprehensively insured to cover the risk of injury and loss of life of the commuters, drivers, attendant and third parties by law including damages to property belonging to them.
21. The rates accepted against each route on monthly lumpsum basis as per Annexure-I, II, III for running of the buses on the route both in the morning and evening at the stipulated timings. The rates accepted are inclusive of all statutory taxes, toll charges etc. and shall be firm for one year.
22. Once the buses are fixed on a particular route, shall not be changed by the driver/contractor in the normal course. However, TMC may direct to change the buses on any route if it is found to be not meeting with requirements.
23. All repairs including major overhaul and maintenance, servicing and other expenses for the up-keep of the vehicle, running expenses such as diesel, oil, tyres, batteries etc. shall be borne by the contractor at its cost.
24. The buses shall follow the routes and rallying points as specified in the Annexure-I, II and III and no deviation will be allowed unless it is due to some unforeseen reasons such as traffic jam or diversion of the route by the Traffic Police or Municipal Authorities. However, TMC reserves the right to change the schedule / route at any time.
25. The contractor shall not be paid extra hire charges upto 10 kms. For both side due to change in the route etc.
26. The contractor shall display signboard of TMC name, destination, route number and route name prominently on the front and rear side of the bus while on TMC duty. The contractor shall not display TMC signboard when the bus is not on TMC duty.
27. All payment as may be required for obtaining different permits and license in contractor’s line of business will be obtained by the contractor at his cost.
28. The contractor shall not carry passengers other than employees/ patients authorized by TMC situated at Paylipada, P.G. Hostel at Anushakti Nagar, Mulund, Bandra while on TMC duty.
29. The contractor shall make the buses available 15 minutes in advance before their actual departure timings on both sides on allocated routes.
30. The contractor shall ensure that driver deployed on the buses are qualified and competent, possess valid professional Heavy Passenger Vehicle License with badge and is always in uniform, wearing black shoes and also well-disciplined. He should behave properly with the officials, well conversant with the route/roads of Greater Mumbai and its surroundings and should not report for duty under influence of alcohol or any narcotics, etc.
31. No person engaged or involved in this contract should disclose any matter pertaining to the Department to any third party in particular any information identified as proprietary in nature shall be kept strictly confidential and shall not be disclosed to any third party without written consent of the original disclosing party.
32. The Contractor or the employees engaged by the contractor shall not use TMH’s name for any publicity purpose through any public media like Press, Radio, Television or internet, without the prior written approval of TMH.
33. The contractor shall not sublet, transfer or assign the contract to any other party.
34. The contractor shall produce the original documents of the vehicles and drivers under contract for verification as and when called for by concerned TMC authorities.
35. If the contract is terminated on the basis of non-compliance of terms and conditions of the contract, security deposit shall stand forfeited.
36. The contractor shall furnish agreement on judicial stamp paper of appropriate value of Rs.100/- accepting all the terms and conditions mentioned in the tender document at the time of award of the contract for supply of buses.
37. **COMPLIANCE OF LABOUR LAWS AND SAFETY RULES**
38. The contractor shall declare and warrant that they are legally entitled to do the business of providing transport and hold the requisite license and/ or permit for the same from the appropriate authorities.
39. The buses should comprehensively be insured to cover the risk of injury to any loss of life of the passengers and driver and third parties by law including damages to property belonging to them, and such insurance policy shall always be kept valid during the term of this agreement.
40. The contractor shall employ his own driver, cleaner during the period of contract and shall pay their wages and comply with the statutory provisions and TMC shall not, in any manner, be responsible for the same. The contractor shall make payment of wages to the workmen employed by him in the presence of representative of TMC by 7th of every month, in fulfillment of payment of wages act and minimum wages act and maintain the register of wages paid to workmen and shall produce the same to TMC authorities or any statutory authorities for verification as and when called for.
41. It will be the sole responsibility of the Contractor to abide by the provisions of the following acts as to the workers engaged by him for performance of this contract :
    1. Employment of Children Act
    2. Workmen Compensation Act
    3. Employment of Labour / Contract Labour Act
    4. Industrial Employment Act
    5. Contract Labour Abolition and Regulation Act 1970
    6. Minimum Wages Act
    7. Employee Provident Fund Act
    8. Any other act or legislation which may govern the nature of the contract.
    9. Any other law or act or rule as may be in forced and made applicable to the workmen / supervisor / other persons as may be deployed by the Contractor for carrying out the assigned jobs involving use of skilled, semi-skilled or unskilled workers.
42. Payment of Service Tax shall be as per Govt. order from time to time. Relevant documents and service Tax Registration number shall be submitted before execution of work.
43. All payment as may be required for obtaining different permits and license in contractor’s line of business will be obtained by the contractors at their cost.
44. In order to avoid mishap / accident, contractor shall ensure that only skilled driver (having driving license to drive heavy vehicles / passenger vehicles) with sufficient experience in the trade is deployed on bus and he observe all rules / precautions in this regard.
45. The contractor shall maintain such documents as may be necessary by law and as instructed by TMC from time to time. These should be available for inspection at any time.
46. If the buses are involved in any accident or mishap and as a result thereof alone any employee or employees of TMC suffer any injury or death then the contractor shall be liable to pay compensation or damages as may be assessed by the competent authority and TMC will not be liable for any criminal or civil consequences.
47. If the contractor at any stage refuses or is unable to provide the buses for any reasons whatsoever or his performance is found to be otherwise unsatisfactory, TMC will have the right to terminate the contract and recover from the contractor, the amount of losses and liquidated damages suffered by the TMC due to termination of the contract. This will be in addition to the recovery of losses which shall have to be reimbursed to the authorized commuters for to and fro journey (coming / going) from their respective places.
48. All letters posted through postal authorities (P&T) to Contractor on the address given by him will be considered to have been delivered in time.
49. **RESOLUTION OF DISPUTES**
50. Notwithstanding anything contained, all questions, disputes or differences whatsoever, between the parties to the Contract, arising out of or relating to the construction, meaning and operation or interpretation of provision of the contract or matters related thereto, whether during the currency of the Contract, or its failure or after the completion of the Contract, shall be settled by sole arbitrator to be nominated and appointed by the Director, TMC. It will be no objection that the arbitrator is an employee of TMC and that he had to deal with matters related to the Contract or that in the course of his duties as an employee of TMC had expressed views on all or any other matters in question dispute or difference. The award of the arbitrator shall be final and binding on the parties to the Contract. In an arbitration invoked at the instance of either party to the contract, the arbitrator would be free to consider the counter claim of the other party even though they are not mentioned in the reference to arbitration. The provisions of the Arbitration and Conciliation Act, 1996, and Rules made there under and/or any statutory modifications or re-enactment thereof for the time being in force shall apply to such arbitration proceedings. Notwithstanding the commencement or continuance of the arbitration, the parties shall continue performance of the Contract with due diligence.
51. **COMPLIANCE WITH RTO RULES**
52. The contractor shall ensure that the driver carry valid Professional driving license while on duty. They shall posses good credentials with working knowledge of Hindi and Marathi.
53. The contractor shall ensure that the driver do not carry any inflammable / contraband material in the buses.
54. Entire expenditure towards maintenance of vehicles, taxes, insurance, POL, consumables, drivers wages etc. shall be borne by you. TMH shall have no liability other than monthly charges towards use of the vehicle.
55. Contractor shall ensure that the drivers employed behave themselves in a temperate and courteous manner, besides attending duties in good attire.
56. Contractor is required to adhere the statutory obligations of Motor Vehicles Act and to produce receipts of payments of road tax and all the original/ photo-stat copies of document. The same shall be kept with the driver, facilitating production to RTO whenever demanded.
57. Prevailing statutory requirements such as minimum wages, Providend fund and ESI shall be made applicable to the personnel being deployed.
58. The contractor shall be liable to bear all taxes, charges, levies, fines, penalties, etc. payable in respect of the aforesaid buses. The contractor shall be liable and responsible for non-fulfillment / compliance of all or any of the statutory requirements under the Motor Vehicle Act, 1988 or any other Act for the time being in force.
59. **SAFETY AND SECURITY**
60. In order to avoid any Mishap/Accident, Contractor shall ensure that only skilled drivers (having driving license to drive heavy vehicles/ passenger vehicles) with sufficient experience in the trade are deployed on buses and they observe all rules/ precautions in this regard. Contractor shall ensure that driver do not exceed normal speed limit and shall further ensure that his crew is deployed on duty after adequate rest to avoid accidents due to over fatigue. The contractor shall be solely responsible for violation of the above stipulations.
61. The agreed charges shall remain firm and fixed during the contract. Increase in taxes will be compensated at actual and also increase in fuel prices upto 5% will not change the present rates. However, increase/decrease, if any, above 5% will be compensated/recovered fully on the basis of average run. The average run will be considered as for 54 seater bus @ 4.00 kmpl and for 18 seater bus@ 4.00 kmpl The rate will be considered provided the contractor submits the details of the mileage of each route together with the quantity of fuel supported with documentary evidence along with its monthly bill. In case the contractor does not submit the requisite information, the claim for such increase in fuel prices shall not be entertained. The rate of diesel at the time of entering into the contract as on 16th September, 2014 today is Rs. 66.01 This will change. The price of diesel from any retail outlet at Mumbai Municipal areas will be taken into account for the purpose. **The Vendor who is awarded the contract must provide notified fuel price list.**
62. The contractor shall engage the drivers for TMC duty whose character and antecedent verification has been done by the Police Department, possess valid driving license, having adequate driving experience on passenger buses, having thorough knowledge of traffic rules / road safety precautions, aware with the routes of Greater Mumbai and its surroundings.
63. The driver of the buses should follow the traffic rules prominently.
64. The contractor shall make his own arrangement for parking the bus after closing the duties. No parking will be allowed in the TMC premises after closing the duties.
65. The contractor shall always abide by the rules and regulations of TMC pertaining to Security and Safety.
66. The Contractor or his representative shall not divulge to any one, any confidential information obtained during the course of work.
67. The Contractor shall be responsible for the safety and security of buses.
68. The Contractor shall be responsible for any damages to the buses or any death or injury to the driver or any other person travelling in the vehicle in case of any accident.
69. Any indiscipline by the contractor’s workmen within the premises, while on duty, will make them liable for penalty and TMC will also be entitled to terminate the contract. The security rules as framed from time to time shall be strictly complied with by them.
70. The contractor will make arrangement to fix jalis to side both windows, back and front side windows and to the door if needed or as per need of the situation at his own cost to ensure safety of the persons travelling in the bus.

**SPECIAL CONSENT**

**With regards to passengers, we may have to inform categorically that it is their own volition and option to avail the transport service, on their risk and consequences.**

1. **SET- OFF CLAUSE**
2. Whenever any claim or claims for payment of a sum of money arise(s) out of or under this contract against the contractor, TMC shall be entitled to withhold and retain such sum or sums in whole or in part from the security deposit of the contractor pending finalization or adjudication of any such claim, in the event of the security deposit being insufficient to cover the claimed amount or if no security deposit has been taken from the contractor, TMC shall be entitled to withhold and have a lien to retain the extent or the such claimed amount or amounts referred to supra from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the contract or any other contract with TMC or Government or any person contracting through TMC pending finalization or adjudication of any such claim. During the period of this contract any sum of money or moneys so withheld or retained by TMC will be kept, withheld or retained as such by TMC, till the claim arising out of or under the contract is determined by TMC or Arbitrator or by the Competent Authority, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such sums.
3. **CORRUPT PRACTICES**
4. The contractor shall not offer or agree to give any person in the employment of TMC any gift or consideration of any kind as “Inducement” or “Reward” for doing or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contracts. Any breach of the aforesaid condition by the contractors or any one employed by them or acting on their behalf (whether with or without the knowledge of the contractors) or the commission of any offence by the contractors or by any one employed by them or acting on their behalf which shall be punishable under the Indian Penal Code, 1980 or the Prevention of Corruption by Public Servants, shall entitle TMC to cancel the contracts and all or any other contracts and then to recover from the contractor the amounts of any loss arising from such cancellation of contract.
5. **PENALTIES**
6. The vehicles/buses are required to ply on specified routes and any failure to operate the buses as per the above schedule the contractor is required to bear actual expenses incurred by TMH in transportation of the employees. In addition a penalty of Rs. 1000/- for each such failure will be recovered from contractor’s next monthly bill. The decision of the TMC regarding the amount of actual expenses incurred will be final and binding on the contractor and contractor shall not challenge the same.
7. In case of breakdown, a substitute buses of the same or later model in good condition shall be deployed within half an hour. If the contractor does not provide a substitute bus within half an hour, he shall be liable to pay TMC the charges and expenses that may be incurred by TMC, for procuring a buses or for arranging other mode of transport for its employees.
8. If the commuters have to make their own arrangement for their transportation to reach the office due to non-availability of buses in time at their rallying point on any day for any reasons, the TMC will reimburse the actual expenses incurred by the commuters for performing their journey to reach the office and shall be recovered from the bill of the contractor. In addition a penalty of Rs.1000/- per bus for one side failure (Rs.2000/- for both side) will be imposed and recovered from Contractor’s bill. The decision of the TMC regarding the amount of actual expenses incurred will be final and binding on the contractor and the contractor shall not challenge the same.
9. If the contractor is not able to provide the fixed buses of any route on any day(s) due to maintenance / repairing work or for any other reason, it should be immediately brought to the notice of the Transport-in-charge in writing, failing which a penalty of Rs.500/- will be imposed and recovered from the bill of the contractor.
10. The buses will be inspected by TMC authorities periodically for road-worthiness and if any defect is pointed out the contractor shall provide a substitute bus of the same or later model in good road-worthy condition till its rectification.
11. If the buses are not made available after repair or if a substitute buses are not provided for the next working day, then the contractor shall be liable to pay TMC the charges and expenses that may be incurred by TMC, for hiring a bus or for arranging other mode of transport for its employees in addition to the penalty of Rs.2000/- per bus per day. If the contractor at any stage refuses or is unable to provide the buses for any reasons whatsoever or his performance is found to be otherwise unsatisfactory, TMC will have the right to terminate the contract and recover from the contractors, the amount of losses and liquidated damages suffered by the TMC due to termination of the contract. The loss and damages so charged shall be not more than 10% of the contract value. This will be in addition to the recovery of losses which shall have to be reimbursed to the authorized commuters for (to and fro journey for coming to / going) from P.G. Hostel at Anushakti Nagar to TMH, Parel and from Mulund Qtrs. To TMH and from Paylipada Qtrs. To TMH and back to their rallying points.
12. **SECURITY DEPOSITS**
13. If the tender is accepted, the contractor will have to deposit an amount equivalent to 5% of the total business awarded to him as Security Deposit which will not bear any interest. The security Deposit is to be paid in cash or by a demand draft or in the form of bank guarantee from a bank situated in Mumbai, within 15 days from the date of intimation of acceptance of the tender for a period up to October 2015
14. **BILLING AND PAYMENT**
15. The bill shall be submitted for each calendar month duly completed in all respects by 5th of succeeding month so as to enable the TMC for arranging payment at the earliest possible. The bill will be supported by a statement showing the details of date wise run of the buses, receipt of toll charges, parking charges, if any. The payment to the contractor shall be made by TMC by account payee cheque only by post within 15 days from the date of receipt of the bill and the contractor shall not be entitled to claim any interest for delay in payment due to unforeseen reasons.
16. If the bills are sent back for any correction to the contractor, the date of re-submission of the bill after correction will be considered the date of actual submission of the bill.
17. The bills will be raised once in a month in the format prescribed by TMC (the succeeding month for the operation performed in the previous month) and as such the payment will be made by cheque against the bill.
18. Recoveries towards Income-Tax plus applicable surcharge on Income-Tax will be made as per Government Orders in this respect and certificate to that effect will be issued by the TMC.
19. The rates offered in the schedule of rates (Annexure-I ,II & III) includes all the expenses of POL, salary payable of driver, road tax, passenger permit charges, insurance of bus, maintenance charges, toll tax etc. and no parking charges are allowed for monthly hiring buses.
20. **FORCE MAJEURE**
21. Force Majeure is herein defined as any cause which is beyond the control of the contractor and the TMC, as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the contract, such as Natural Phenomena, including but not limited to floods, droughts, earthquakes and epidemics. Other phenomena including but not limited to hostilities, riots, civil commotion and declared lockout in contractor’s works.
22. **COMPLIANCE WITH THE TERMS AND CONDITIONS**
23. The contractor shall comply with all the laws applicable including the minimum wages act, payment of wages, contract labour act, and the rules made there under, EPF act, ESI act and shall indemnify TMC against any action brought against it for any violations / non-compliance of any of the act, rules etc. The performance of the contract shall be monitored periodically and in case services are found unsatisfactory i.e. the condition of buses deteriorates, frequent break-down, improper maintenance, use of retreated tyres, unavailability of fuel in the vehicle, non-displaying of TMC sign board, misuse of TMC board, non-availability of documents of the vehicle, license etc. with the driver, non-availability of spare wheel and tools, non-availability of first aid box and medicine therein, unpunctuality in duty, non-wearing of uniform by the driver / cleaner, misbehavior of the driver / cleaner with the employees, driver / cleaner under influence of alcohol, disobey of the transport staff / traffic rules and other violations covered explicitly and implicitly under this contract. TMC reserves the right to terminate the contract at any time without assigning any reason by giving 24 hours notice in writing and the contractor shall not be entitled to any compensation, whatsoever by reason of such termination and security deposit will be forfeited.
24. **SUBMISSION OF TENDER**
25. The tenderer shall submit the tender document in original duly completed in all respects and signed and stamped on each page along with documents as has been asked in Annexure-II . Incomplete and incorrect tenders are liable to be rejected. The tenderers shall be deemed to have carefully read studied and understood all the clauses of the tender documents. The tender documents should be submitted in two parts 1) Technical Bid should be sealed in a separate envelope duly super scribed on tahe envelope as “ Tender for **Hiring Vehicles- Technical Bid”** and 2) Financial Bid should be sealed in a separate envelope duly super scribed on the envelope as “ Tender for **Hiring of Vehicles- Financial Bid”** Both the envelope should be sealed in a separate cover super scribing the envelope **as “Tender for Hiring Vehicles”**
26. **OPENING OF TENDER**

Technical bid will be opened in the Purchase Department, Service Block Bldg. 4th floor. On the date and time mentioned in the tender notice. The change, if any , shall be informed in advance. Tenderer or his authorized representative may be present during the opening of the tenders, if they so desired.

Financial Bid: After opening the technical bid, based on the documents submitted an inspection will be carried out of buses, facilities, garage etc. of the tenderer to determine the technical capability of the tenderer and financial bid will be opened only of shortlisted tenderers . Tenderer or his authorized representative may be present during the opening of the tenders, if they so desire. The time and date will be intimated to such tenderers.

83 TMC reserves the right to accept or reject any or all tenders without assigning any reason whatsoever thereof, TMC reserves the right to cancel the contract even after acceptance without assigning any reason whatsoever thereof. TMC is not bound to accept the lowest tender.

1. Notwithstanding with affiliation or association if any, with any political organizations/ bodies, the contractors and their drivers shall ensure and undertake that there shall be no inconvenience, disturbance, etc. in any manner, to the Tata Memorial Centre, or its employees and or the TMC staff transported in the vehicles deployed by the contract.
2. The EMD of unsuccessful tenderer shall be refunded within the reasonable time after final decision on the tender without any interest thereon.

**ACCEPTANCE**

I have read the general and Special Terms and Conditions of the contract given above. I agree to abide by them.

Signature of the Contractor and Seal

Name of authorized person

Name of the firm

Address for correspondence

Date: