

PURCHASE ENQUIRY

HOOGHLY DOCK & PORT ENGINEERS LTD.

(A Government of India Undertaking)

SHIP BUILDERS – SHIP REPAIRERS – ENGINEERS

Salkia Works: 6, Howrah Road, Salkia, Howrah-711 106



IRQS

Registered Office:

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Kolkata – 700 001



AN ISO 9001 UNIT

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Reference No.: HP/PKD/56(10)/26Q/E-31

Date: 21.07.2010

Sub: Tender for supply of 5 Nos. Non A.C. Ambassador Car & 1 No. Tata Sumo
on hiring basis in an around Kolkata / Howrah for the period of One Year.

Please quote us your lowest rate for the following to be delivered free to our works

- 1) Your quotation should reach us strictly on or before **31-07-2010** in a closed sealed cover mentioning our enquiry no and due date on the left hand corner.
- 2) Quotation received after due date may not be considered.
- 3) If you are not interested please return this enquiry with endorsement 'NOT QUOTING' with the schedule date.

Yours faithfully,
for. HOOGHLY DOCK & PORT ENGINEERS LTD.

Head (Purchase)

SPECIAL CONDITIONS OF CONTRACT

1. SCOPE OF WORK :

The work comprises supply on hire basis required number of diesel-driven, non-AC Ambassador & TATA SUMO cars in perfect running condition with Driver (in uniform), fuel, lubricants, essential stores and spares including all other allied requirements, on all working days including Saturdays, Sundays, Holidays, if required, to Salkia Works of HDPEL for their use, as and when required, within and outside the limits of the Howrah / Kolkata.

2. Only supply of HSD (High Speed Diesel) driven car is in the scope of work of this tender. No separate rates for petrol driven vehicles will be payable in the event of supply. Fuel escalation shall be as per HSD Fuel only.

3. All the vehicles shall be in excellent working condition. Cars shall be preferably within 5 years of age from the date of their first registration, on the date of actual supply.

4. All cars to be supplied have registration with the Motor Vehicles Authority for '**Commercial use**'. The supplied car must have insurance including passengers' coverage, as per Motor Vehicles Act. Failure in this regard shall rest with contractor for making good all the losses and obligations whatsoever. All supplied cars should carry the following original documents.

- a) Registration Certificate / Blue Book.
- b) Insurance Certificate.
- c) Permit issued by Govt. of West Bengal.
- d) Token indicating payment of Road Tax.
- e) Pollution Under Control' Certificate.
- f) Appropriate valid Driving Licence of the driver.
- g) Detail regarding ownership of each vehicle.

5. **Timing :**

The duty hours of the cars will be broadly classified as follows :

- a) Normal duty cars : For any duty hours booking as per requirement of the users, subject to minimum booking of 12 hrs. on full working day & 6 hrs. on half working day.

The cars may also be booked on Sundays & Holidays, if required.

6. Rates to be fully inclusive of all expenditure:

The successful contractor(s) must have cleared all duties with regards to Road Taxes, insurance and otherwise complied with all rules and regulations of the Central & the State Government.

HDPEL shall not be liable to pay any money to the contractor at all in way of operation of this contract, except for specific hire charges only of cars and all other charges / costs should be borne by the contractor.

7. **Charges for Garage in and out :**

Garage in / out time will be one hour in total for both ways for vehicles whose garage is within 10 KM of reporting place. In case distance is beyond 10 KM one way, garage in / out time of 2 hours in total will be allowed.

8. **Escalation :**

During the period of contract for 1 year or the extended period thereafter, as the case may be, the contractor shall not be entitled to receive any escalation for any increase in the price of labour, materials, spares or any other items, except for fuel oil (HSD). The rate of escalation shall be the actual difference between the rate in price of fuel prevailing on the date of opening the price bid and the date from which the escalation is effected. For the purpose of calculating the escalation on account of fuel oil (HSD), the rate of consumption of HSD per km. run of a vehicle shall be considered as follows :

a) Rate of consumption of HSD per Km. run of vehicle km. run of vehicle 0.09 Ltrs. / km.

Escalation will be payable only –

On HSD fuel oil rate even on the petrol driven vehicle, if supplied.

Example : Fuel Price i) Pre-escalation = A.

ii) Post – escalation = B.

Extent of escalation to be allowed per km = (B – A) X 0.09.

In case the transport bill is raised on km. basis, the contractor will be allowed escalation as per the aforesaid formula. In case the transport bill is raised on hourly basis, escalation will be allowed on the km. actually covered, in addition to the charges payable on hourly rates.

Escalation will be allowed maximum once in a month, basing on the price of HSD on the day of the previous month (i.e. escalation, if any, will be effected from the 1st day of the month). In case of decrease in the price of HSD, the running charges will be lowered as per aforesaid formula of escalation.

9. **Terms of Payment** :

- a) Hire charges will be paid for the period during which the cars are actually used by HDPEL.
- b) Monthly bills duly certified along with the written instructions obtained from the department should be submitted for cars supplied during the month, payment of which will be made within 30 days from the date of submission, provided bill in order is submitted within 7th of next month.
- c) Bill submitted after 7th of next month, payment will be made within 30 days from the date of official submission of the bill.
- d) The successful contractor(s) should supply only diesel-driven cars. Charges are invited for diesel driven cars only. However, the contractor(s) may supply petrol driven cars for which charges under all the three items shall be considered same as that of the charges for diesel-driven vehicles.
- e) Age of the cars shall be certified by the using authority or supporting documents shall have to be submitted alongwith bills.

11. **Compliance of relevant Acts, Ordinances etc** :

The contractor shall be required to comply with all relevant acts and laws including the Minimum Wages Act, 1948, Employees Liability Act, 1938, Industrial Dispute Act, 1947 and the Contract Labour (Regulation & Abolition) Act, 1970 or statutory amendment and the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.

It will be the duty of the contractor to abide by all the provisions of the all Ordinance, Rules and Regulations. By-laws, procedures as are lawfully necessary in the execution of the works. The contractor will be fully responsible for any delay, damage, etc. and shall kept HDPEL indemnified against all penalties and liabilities of any kind of non-compliance or infringement of any kind, for non-compliance or infringement of any such Act, Ordinances, Regulations, By-laws and Procedures etc.

The contractor shall indemnify the HDPEL against payment to be made under or for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his sub-contractor.

The Regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

12. **Damage & Loss to private property & injury to workmen :**

The contractor(s) shall at his (their) own expenses reinstate and made good to the satisfaction of HDPEL and pay compensation for any injury, loss or damage accrued to any property or rights whatever including property and rights of HDPEL (or Agents / servants or employees of HDPEL), the injury, loss of damage arising out of or in any way in connection with the execution or purported execution of the contract(s) and further the contractor(s) shall indemnify HDPEL against all claims enforceable against HDPEL (or any Agent servant or employees of HDPEL) or which would be so enforceable against HDPEL where HDPEL is a private person, in respect of any such injury (including injury resulting to death), loss or damage to any person whomsoever or property including all claims which may arise under the workmen's compensation Act or otherwise.

13. On day of 'Bandh' etc. declared by Political Parties, the4 contractor is to deploy their vehicles for duty depending upon the situation / condition.

Period of Contract : 01(one) year w.e.f. 01.09.2008.