

GENERAL CONDITIONS OF CONTRACT

1. INTRODUCTION

1.1 Definition of terms:

1.1.1 "Operator" shall mean the Bus Operator who is awarded the contract of operating Night Bus Services whose bid shall be accepted by the Company.

1.1.2 "Company" shall mean the Transformers and Electricals Kerala Limited, Angamaly.

2. SCOPE OF THE WORK:

For operating two bus services (mini bus with seating capacity of not less than 26 and 17 seater bus as per the requirement of the Company) for transport of workmen of Transformers and Electricals Kerala Limited, Angamally on four specified routes at 11.40 P.M. (same 2 routes for the first week and other 2 routes in the second week and so on in alternative weeks), on contract basis. Details of routes are attached as Annexure I.

3. CONTRACT PERIOD

The contract for the work shall be operative for a period of two years from the date of commencement of work and the Company will fix such date which shall be within 30 days of acceptance of the quotation. After expiry of two years, Company reserves the right to extend the Contract by a maximum period of 6 months with the same rates and terms & conditions.

4. RATE

The awarded rates shall be firm and will remain in force for the entire period of contract. No demand for revision of rate on any account shall be entertained during the contract period.

5. TAXES AND DUTIES

- 5.1 All applicable taxes, duties and levies lawfully payable by the Operator shall be included in the contract price (shall be shown separately).
- 5.2 GST should be shown separately for which reimbursement will be made subject to submission of documentary evidence.
- 5.3 TDS shall be deducted from the Operator's bill / payment as per the provisions of Government Rules.
- 5.2 Operator has to submit PAN Number.

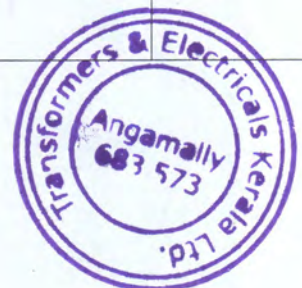
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6. TIME FOR START AND MOBILISATION

- 6.1 After award of work, the Company shall give 7 days' period for initial mobilization. The Operator shall ensure initial mobilization within the stipulated period with the manpower and buses required to execute the work as specified by the Company in the Work Order. However, the dates of commencement of work shall be as confirmed by the Company.
- 6.2 The buses to be provided under this contract shall be of model not earlier than as specified in the QR. The buses operated for night bus service must have all relevant documents like registration book, insurance, road tax receipt, permit, fitness certificate etc. The buses must be fully insured and licensed and shall conform to all government rules and regulations being enforced from time to time.
- 6.3 All the formalities like licenses, badges etc. for the Drivers and other employees, connected with the plying of the buses should be complied with by the operator at his own cost.
- 6.4 The Company does not accept any responsibility towards licenses, taxes, insurance and permits etc., and these documents shall be submitted on demand to the Company by the Operator. The Company shall not in any manner be liable or made liable for any claim in respect of any employee of the Operator.

7. BREAK DOWN

In case of break-down of the bus enroute, the Operator shall provide relief bus of the same capacity, to continue the onward journey and a penalty of daily cost on pro rata basis per bus shall be imposed and deducted from the running bills of the Operator.

8. OPERATOR'S DEFAULT

- 8.1 The buses should be departing from the factory at 11.40 P.M. Punctuality of departure of the Operator's buses from the factory is of paramount importance.
- 8.2 If the buses leave the factory late, more than once during a month by any default of the operator, the operator shall pay a penalty of Rs.250/- (Rupees two fifty only) for every half an hour delay or part thereof, subject however to a grace time of 15 minutes limited to 2 times during a calendar month.
- 8.3 The penalty levied as above will be deducted from the operator's bill for the month.
- 8.4 If such delays occur for more than two times during a month and or bus or buses are not plied on any day, the Company reserves the right to terminate the contract without notice to the Operator.

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- 8.5 Delays due to unforeseen circumstances beyond the control of the Operator such as riot, civil commotion, diversion of track by Government authorities, shall be ignored subject to the same being certified by the Driver, and the monitor of the buses designated by the Company. However, the Operator shall also inform the Company immediately over phone or otherwise about such occurrence.
- 8.6 In case the operator fails to operate bus/buses on any day, the Operator shall be liable to pay compensation @ Rs.5000/- per bus to the Company. The Operator shall give prior intimation to the Company regarding the same.
- 8.7 If the Operator fails to pay the compensation as above, the same shall be deducted from the bills / Security Deposit of the Operator with the Company.

9. TERMINATION OF CONTRACT

The Company reserves the right to terminate the contract either in part or in full. In such an event, Company shall give 15 days' notice in writing to the Operator of its decision to do so. Operator upon receipt of such notice shall discontinue the work after the notice period. In the event of such termination, Operator shall be paid for the actual time / work performed/ completed till the date specified in the notice.

10. SECURITY DEPOSIT.

- 10.1 Before executing the agreement, the selected Operator shall deposit 5% of contract value/annum by way of Security Deposit to the Company in DD/Bank Guarantee from any nationalized banks for fulfillment of obligations of the agreement which amount will be liable to be forfeited for breach of the conditions of the agreement. There shall not be payment of any interest on Security Deposit.
- 10.2 Security Deposit shall be retained by the Company as contract performance guarantee and shall be refunded within 3 months of the date of expiry of contract. In the event of Operator failing to comply with any provision of the contract, the Security Deposit shall be forfeited by the Company.

11. INSURANCE

- 11.1 The buses/vehicles to be used by the operator shall be insured against all risks including strike, riot, civil commotion etc. at his own risk and cost.
- 11.2 The risk of the passengers travelling in the buses should be covered by the Operator to the extent of the liability provided in the Motor Vehicles Act.
- 11.3 The insurance cover shall protect the Operator against all claims applicable under the Employees' Compensation Act. The Operator shall arrange necessary insurance cover for the workers deployed by him for operating the night bus service for the Company. The Company shall not entertain any claim arising out of mishap, if any, that may take place.

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- 11.4 The Operator shall be fully responsible for any loss or damage to the vehicle or occupant and shall be liable to pay full compensation for any injury or any other loss to passengers.

12. PAYMENT

- 12.1 Monthly bill shall be submitted in duplicate by the Operator for operating the night bus service for the preceding month and shall be paid within 30 days of submission of the bills complete in all respect after certification by Officer in charge.
- 12.2 No advance payment shall be made under any circumstances.

13. COMPLIANCE WITH REGULATIONS

- 13.1 The Operator shall engage his own staff for operating night bus service. The Operator's staff shall not be treated as Company staff for any purpose whatsoever and facilities / benefits applicable to Company staff shall not be applicable to the staff of the Operator.
- 13.2 The Operator shall be responsible for strict compliance of all statutory provisions of the relevant labour laws applicable from time to time in respect of the workers deployed by him.

14. OTHER CONDITIONS

- 14.1 The operators buses shall be parked at such place in the Factory premises and in such manner as indicated by the Company's officers designated for the purpose and the buses shall be at such place at 11.15 P.M. every day on which the services are to be operated under this agreement, and shall leave the factory at 11.40 P.M., subject however to the right of the Company to alter the timing of the services as may be deemed necessary by the Company from time to time.
- 14.2 The services shall operate as per the schedule and shall drop passengers at points on the route specified by the Company from time to time. The operator shall not allow passengers to alight at any point not specified by the Company.
- 14.3 Operator should make his own arrangements for the filling of fuel, lubricants and for checking condition of the vehicles before each trip, at his own expense.
- 14.4 The services need be operated only on all working days of the Company. A list

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of Company's holidays will be furnished to the Operator. In exceptional cases, when a Sunday or holiday is declared as working day, the Operator will be given advance information to enable him to make necessary arrangements for operating bus service.

- 14.5 The operator will produce the vehicles that he may use for this purpose for inspection by the Company's officers designated for the purpose before putting the vehicle (s) for use under the contract along with the Fitness Certificate. The condition of the vehicles in all respects including the operation of the doors and windows, condition of seats and protection from rain shall be to the satisfaction of the Company . The operator shall engage efficient, qualified and experienced Drivers and Conductors having the required license, badges, certificates and other requirements under law and shall also ensure good conduct on their part during the trips.
- 14.6 The Operator shall permit only employees of the Company to make use of these services and shall regulate entry and transport by means of a Bus Pass issued by the Company.
- 14.7 The operator shall not allow any employee without the Bus Pass/Ticket to board the bus and make use of the transport facility.
- 14.8 The operator shall not collect any fare or other remuneration from any of the passengers making use of this service under this agreement.
- 14.9 In the event of any circumstances beyond the control of the Company, the Company may intimate the operator beforehand not to ply the buses and in such cases the Operator shall not be entitled to any payment, compensation or damages, from the Company.
- 14.10 The Company shall have the right to issue regulatory instruction to the Operator or his agents or the Drivers as may be deemed necessary by the Company from time to time.
- 14.11 The Operator shall be required to execute an agreement in the prescribed form of the Company within two days from the Notification of Award.
- 14.12 The Operator shall ensure that none of the worker deployed by him is engaged in any unlawful activities or any other activity subversive of the interest of the Company failing which suitable action may be taken against the Operator as per the terms and conditions of the contract.

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- 14.13 The Managing Director of the Company shall have the right to accept or reject any quotation without assigning any reason.
- 14.14 In case of any dispute on interpretation of any of these conditions, the decision of the Managing Director of the Company shall be final and binding.

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