

Scope of Work

The Scope of Work/ Facilities under this Contract broadly covers Providing services of AC Bus 56 Seater (AC) (07) Nos. Buses (3x2, 56-seater, 15 hrs./ day, 3000 km/ month) for a period of Three Year for conveyance of employees from Mundra and Samundra Township to Owner's Mundra TPP for Adani Power Limited, Mundra Thermal Power Plant, Adani Power SEZ, Village: Tunda & Siracha, Taluka: Mundra, Dist: Kutch, Gujarat.

The detailed Scope as specified below:

1. Contractor shall provide a cost effective, comfortable, safe and secure transport system to Owner's Employees traveling to and from the office.
2. The vehicle shall be diesel operated and shall comply to Bharat Stage VI (BSVI) Emission norms and well equipped with air conditioning system, music system, luxurious interiors, neat and clean seat covers, air suspension, first aid box, air freshener spray, reverse camera & horn and all other accessories that are required to ensure comfort of employees of the Owner.
3. The vehicle must be maintained by the Contractor in good and sound working condition, regularly serviced, daily cleaned & freshened with perfumed air freshener, maintained and equipped with all mandatory safety requirements and fittings. Seats shall be always covered with neat and clean seat covers, the vehicle shall have good quality foot mat and good quality music system required to ensure comfort of the Owner's employees.
4. Contractor must deploy vehicle and services that are energy efficient, less polluting, environment friendly and have ecofriendly waste disposal mechanisms.
5. The vehicle shall be equipped with following specifications/ features:
 - a) Air Conditioning (AC)
 - b) Tubeless tyres
 - c) Neat and clean seat covers
 - d) Music system.
 - e) Provision of Mobile charger point for Passengers.
 - f) Seat belt for every seat
 - g) Window Curtain
 - h) Fire extinguisher
 - i) LED Display Board/Screen
 - j) First Aid Box
 - k) As per Bharat Stage VI (BSVI) Emission norms.
 - l) Speed Governors System
 - m) GPRS tracking system in the vehicle.(Provided by Owner)
 - n) Valid Fast Tag with adequate balance in Fast Tag
 - o) Reverse Horn & Camera
6. The vehicle deployed by Contractor must be maintained in trouble-free working condition during the Contract Period. If the Vehicle go under breakdown, the Contractor shall provide immediate replacement of equivalent good quality vehicle without any additional cost to the Owner.
7. No Private Vehicle shall be allowed for making the alternate arrangements. If the Contractor fails to make the alternate arrangement, then the Owner reserves the right to make the alternate arrangement. The additional cost incurred by the Owner towards making such alternate arrangement (at actuals) along with applicable penalties shall be recovered from the Contractor's monthly RA bills.

8. The vehicle shall be deployed on all calendar days of the month including Sundays and holidays during the Contract Period of Three Years & 15 hours/day basis as per the schedule prescribed by the Owner's OIC.
9. Requirement of Vehicles:
 - a) AC BUS 56 SEATER: 15 Hrs basis – 7 Nos.
10. Deployment of Driver for AC BUS:
 - a) For 15 Hrs. /day working; 01 nos. Driver per bus.

Deployment on 15 Hrs. basis with necessary arrangement of Driver
11. Contractor shall supervise delivery of services and co-ordinate with Owner's admin representative on a daily basis for smooth functioning of its transport services, maintaining shift log book, shift schedule, proper records of vehicles, gate pass formalities and Statutory compliances and for all kind of support.
12. Contractor shall ensure on-time arrivals of Owner's employee and shall establish a travel management system to ensure that the fleet is well kept and its statutory compliance fulfilled while utilizing the fleet to its optimal capacity.
13. Contractor must engage drivers with a proven performance track record and with no criminal record. The drivers must ensure proper behavior and maintain appropriate dress standards. Owner shall have the unquestionable right to request the Contractor to replace any staff whose performance, in its opinion, is found unsatisfactory, especially while performing duties for Owner.
14. Drivers shall not pick up any unauthorized passenger while performing duties for Owner.
15. Operation and function of vehicle and drivers shall be governed by Motor Vehicles Act/Motor Vehicles Rules and these shall be the responsibility of the Contractor. The vehicle must be Taxi Passing (Commercial vehicle) only.
16. Pick-up and drop points: A route is a path chosen by Owner's Admin representatives to bring Owner's Staff from chosen points in the Mundra City / Samudra Township to Owner's plant premises OR drop Owner's Staff from plant premises to Samudra Township / Mundra City as per chosen points.
17. All expenses incurred towards fuel, oil & lubricants, salaries of drivers, vehicle maintenance, insurance charges, RTO Tax, PUC charges, municipal taxes, license fees, registration charges and other charges are in the scope of the Contractor.
18. The Contractor shall be personally liable for the conduct, acts and safe driving by its staff. In all circumstances, the Contractor shall be liable to pay all damages, claims & costs arising on account of conduct or faulty driving by their drivers. The Contractor shall make good any loss /damage caused to the movable / immovable property of the Employer.
 - a. The statutory permissions relating to the work site shall be taken by the Employer. All statutory permissions regarding vehicles & staff deployed under the Contract and their operation shall be obtained by the Contractor. The Contractor shall be liable for all the liabilities arising out of their non-compliance of various statutory obligations as applicable

19. The chargeable KM of vehicle shall be measured from pickup to drop points and logbook for same shall be maintained by the Contractor on each trip basis and shall be duly certified by APMuL's Officer In Charge (OIC). Payment towards KM travelled shall be made as per KM certified by OIC.
20. The base rate of diesel shall be **Rs85/liter**.
21. The unit rates (charges for monthly hiring, extra KM) shall remain firm during the tenure of the Contract period, except for revision in HSD price & RTO tax.
22. Any additional vehicle required during the year shall also be deployed on existing rate & terms and condition.

23. Fuel Price Increase/ Decrease: If diesel rate increases/ decreases w.r.t base rate (i.e. Rs.85/Liter), financial implication shall be as per the below mentioned formula:

Financial Implication= Actual running KMs during the month (km) X Average change in diesel rate for the subject month w.r.t base rate (Rs./ltr.) / Mileage of Vehicle (km/ltr.)

For any increase or decrease in diesel rates, applicable diesel rates at petrol pump of M/s. Shree Vinayak Petroleum, Mundra shall be considered for reference.

24. Mileage of vehicle shall be considered as follows:

- a) AC BUS 56 SEATER (15 hrs) – 3.5 KM/Litre

If diesel price increases w.r.t base price (i.e. Rs.85/Liter), the Contractor shall invoice for the resultant financial implication under separate head in their monthly RA bills.

If diesel price decreases w.r.t base price (i.e. Rs.85/Liter), the Owner shall deduct the resultant financial implication from monthly RA bills of the Contractor.

Illustration for calculation of financial implication due to change in diesel price during the month shall be attached at Annexure-V.

Contractor shall raise separate invoice along with supporting documentary evidence for reimbursement of additional expenses due to increase in HSD prices which shall be reimbursed under separate head after due certification by the Owner's OIC.

25. GPRS tracking system in the vehicle:

- a) All vehicles should have GPRS tracking system and GPRS will be provided by Owner.
- b) Monthly total running Kilometers considered for billing based on the GPRS tracking system.
- c) Speed Limit will be cross checked with the GPRS tracking system for the violation of speed limit and penalty shall be applicable for violation of speed limit

26. Contractor shall submit the monthly billing as mentioned below:

- a) Monthly Hiring charges for vehicle- Monthly Charges inclusive of hiring of AC Bus with Driver and all expenses like lubricants, Mobil oil, maintenance charges, RTO passenger tax, other municipal taxes, license fees, registration charges, Salary of driver, diesel charges up to 21,000 KM (@ Base Rate of Rs.85/ Litre) etc.

- b) Extra running charges for the excess distance covered over & above 21,000 kilometers for 56 seater buses (7 Buses x 3,000 km) shall be payable on the basis of cumulative running of the all buses in a month.
- c) Reimburse Diesel Difference charges: The diesel difference charges shall be reimbursed as per financial implication stated in Annexure V.

27. If the cumulative running (of all 7 nos. buses) is less than 21,000 km in a calendar month, the Employer shall deduct proportionate diesel cost as per defined diesel base rate & mileage.

Applicable deduction = [21,000 - (Cumulative actual km run for the month)] x Diesel Base Rate (Rs. 85 /litre) ÷ Mileage (3.5 km/ litre)].

28. Toll Tax/charges & parking charges (wherever applicable) shall be reimbursed at actual against submission of documentary proof.

29. The Contractor shall comply with all the provision of Motor Vehicle Act/ Motor Vehicles Rules 1988 with latest amendments. The Contractor shall be responsible for meeting all statutory obligations with regards to registration of vehicles, road permit, route permit, comprehensive insurance, road tax, fitness certification of the vehicle etc. The Contractor shall also obtain permission for running the vehicle on hire/ contract basis from RTO. The vehicle shall always carry valid original documents i.e. driver's license, tourist permit, insurance papers, PUC, fitness certificate etc. The copies of all the papers shall be submitted by the Contractor to the Owner before commencement of the Contract.

30. The Contractor shall ensure that their drivers must always possess valid HCV license issued by RTO and should be fully familiar with the road, driving conditions and applicable highway codes.

31. The vehicle shall be driven as per the speed limit of Traffic Rules/Owner's Safety Dept. and as specified / notified by the RTO authorities from time to time. Parking of vehicle should be done as per the traffic rules Owner or its officials travelling by the vehicle provided by the Contractor will not at all responsible, if driver is penalized for such offence/s or caught for any antisocial or illegal acts of the driving.

32. The Contractor shall ensure that their staff deployed under the Contract are always in proper uniform (comprising of pant, shirt, shoes & name badge) as directed by the Owner's OIC and have good and courteous manners and drive the vehicles safely and shall have fair knowledge of Hindi & Gujarati language.

In the event of misbehavior of drivers (unsafe/ rash driving, unnecessary arguments, misconduct etc.), the Owner reserves the rights to expel the driver under intimation to the Contractor.

33. The Contractor shall be personally liable for the conduct, acts and safe driving by its staff. In all circumstances, the Contractor shall be liable to pay all damages, claims & costs arising on account of conduct or faulty driving by their drivers. The Contractor shall make good any loss / damage caused to the movable / immovable property of the Owner.

34. The center of operations of the all the vehicles shall be at "Adani Power Mundra Limited Ltd.", 4620 MW Thermal Power Plant. Vehicle will be based at Plant, Mundra starting and end point will be Plant, Mundra/ as decided by APMuL's Admin In-Charge.

35. All statutory permissions regarding vehicles & staff deployed under the Contract and their operation shall be obtained by the Contractor. The Contractor shall be liable for all the liabilities arising out of their noncompliance of various statutory obligations as applicable.

36. All vehicle deployed by the Contractor shall have the display on the left side of windshield the word "ON DUTY- APMuL
37. The vehicle deployed by the Contractor shall be pollution free & display a valid 'Pollution under Control' certificate issued by Gujarat Motor Vehicle Department.
38. The emergency exit window/ door in all the buses with proper marking shall be fully operational as per applicable safety norms. Additional arrangement for breaking of window glasses in the bus shall be provided for emergency exit.
39. The staff deployed by the Contractor shall not be employees of the Owner and shall not have any claim whatsoever on the Owner and shall not act detrimental to the interest of the Owner.
40. The Contractor shall be responsible for meeting all statutory obligations of their driver or their staff with regard to payment of salary/ wages, PF, ESIC/ workmen compensation etc. as provided under various applicable labour laws.
41. The Contractor shall arrange for accommodation and local conveyance of their staff at their own cost. No accommodation shall be provided in the Owner's premises for the drivers & cleaners, if any deployed by the Contractor.
42. The Contractor shall provide a log-book in which their drivers shall correctly enter travel particulars such as departure time of vehicle from one point to another, time of arrival at destination, total kilometers covered for the journey etc. The log-book with all the entries shall be submitted to the Owner's OIC on periodic basis/ on demand for verification & certification. Certified copy of the log-book shall be submitted by the Contractor along with month RA bills at the end of every month.

In case, the signatures mentioned above are not obtained, such journey shall not be counted for the purpose of payment. If during any particular trip, it is noticed that the driver has not met the time schedule given to him or that he has caused inconvenience to the employees/passenger, applicable penalty shall be deducted from the Contractor's monthly RA bills.

43. Uniform: Contractor shall provide 2 pairs of uniform which includes pant & shirt as approved by Owner. Contractor has to ensure that deployed employees are wearing uniform properly & regularly during the duty hours. (I.e. proper uniform in good condition properly pressed & well-dressed condition).
44. The Contractor's staff shall follow the security regulations as directed by Security and Firefighting Depts. of the Employer. The Contractor shall be solely responsible for any injury to persons, animals or things, damage to the property of the Employer / others and accidents as a result of carelessness, negligence, and mishandling etc. of equipment/ vehicles on the part of the Contractor or their staff while carrying out the services under the Contract.
45. The Contractor shall insure all its employees, vehicles, equipment and all assets against destruction or damage by fire, earthquake, theft, flood, cyclone, etc., to its full insurable value and keep them insured till the completion of this Contract/ issuance of Work Completion Certificate by the Employer. The insurance policy for vehicles shall cover all risks of loss or damages for full replacement value of the Contractor's vehicles, third party liability insurance, insurance against injury to persons (driver, cleaner, passengers or third party) and damage to surrounding property (comprehensive general third party liability cover). The Contractor shall take Workmen's Compensation Policy for their staff and keep the same valid till the end of completion of this Contract/ issuance of completion certificate. All insurances shall be effected with a licensed insurance company and at the terms approved by the Employer. Copies of all such insurance policies shall be submitted by the Contractor to the Employer.

46. RTO Tax Increase/ Decrease: Present rate of RTO tax for 56-seater bus is Rs.650/ seat/ month. If the rate of RTO tax is changed during the Contract Period, the Contract shall be amended for revision in unit rate as per below formula:

Revised Hiring Charges for 56-Seater AC Bus, Rs./ month/ bus. Hiring Charges for 56-Seater AC Bus, Rs./ month/ bus + Increase/ (decrease) in RTO Tax, Rs./month/ seat x 56 seats/ bus.

If the change in RTO tax is effective from mid of a month (& not from 1st day of the month), such change shall be admissible from the subsequent month.

Insurance:

47. The Contractor shall at its own expense, obtain all applicable insurances without any additional cost implication to the Employer such as:
- a) The Contractor shall effect and maintain a Workmen's Compensation/ ESIC insurance (as applicable for Contractor's manpower) in compliance of the provisions of the Workmen Compensation Act/ ESIC Act, against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any Manpower of Contractor or their representatives.
 - b) The insurance shall be maintained in full force and effect during the whole time that the Manpower is assisting in the execution of the Services. In no event shall the Employer be responsible or liable for the payment of compensation to any Contractor's Personnel. Employer shall have the right to recover/adjust or set-off the amount of compensation, if any, paid by the Employer as a result of the failure of the Contractor to comply the conditions of the Workmen Compensation Act/ ESIC Act from all current and future amounts due and payable by the Employer to the Contractor.
 - c) The sum insured under the policy should be as per the provisions of the Workmen Compensation Act/ ESIC Act.
48. Automobile Insurance:
- a) The Contractor shall effect and maintain at all times during the currency of the Contract, a comprehensive automobile insurance policy including Third Party Liability, for all vehicles plying in connection with the execution of Contract. Such automobile insurance policy shall be in compliance of the provisions of The Motor Vehicles Act, 1988. In no case shall the Employer be liable for any accident or third-party property damage/ personal injury caused by any vehicle owned by Contractor. Further, in no case shall the Employer be liable for non-compliance, of any statutory provisions of The Motor Vehicles Act, committed by the Contractor.
 - b) The Contractor shall also prescribe for add-ons in the Automobile Insurance policy for personal accident to be paid to drivers, cleaners & conductors, legal liability to driver, employees of Contractor travelling etc.
 - c) The value for insurance should be the IDV of the respective vehicle, as defined in the Motor Vehicle Tariff.
49. Insurance for Tools and Tackles & Property (if applicable):
- a) The Contractor shall effect and maintain at all times during the currency of Contract an All Risks insurance policy covering their Tools and Tackles & property including furniture, fixtures etc. against all risks including but not limited to Fire, Explosion, Theft, burglary, breakdowns, Natural calamities etc. The policy shall be on Reinstatement value basis and will have relevant add-ons like Costs of demolition, removal of debris, Employer / Employer's surrounding property, Third party liability etc.

- b) The Contractor shall effect and maintain a Construction Plant & Machinery (CPM) policy covering all mobile equipment like earth moving equipment, cranes etc. against all risks including but not limited to Fire, Explosion, Theft, burglary, breakdowns, Natural calamities etc. The policy shall be extended to cover Third Party Liability under the policy. In case any or all such equipment are registered by RTO, in addition to a CPM policy, a Third Party Liability Motor policy in compliance of the provisions of the Indian Motor Vehicle act shall be taken.
- c) The policy shall be on Reinstatement value basis and will have relevant add-ons like Removal of debris, Employer / Employer's Surrounding property, third party liability etc.