

Addendum/ Corrigendum No. III

Amendments to various clauses of the Tender Document

Subject : **Supply, Operation & maintenance of A/C motor cabs ,A/C Multi Utility Vehicles(MUVs), Pick-Up Truck and Mini Bus under Haldia Dock Complex**
(Tender No **ADMN/T/C/2023-25**)

| Item No | Clause Reference | Clause as per Tender Document | Amended Clause |
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| 1 | 3.2.1 | <p>The tenderer must have experience of having successfully completed Similar Works during last 7 years ending on 30.11.2022 and the experience must be the following: -</p> <p>i) Three similar completed works each costing not less than the amount equal to Rs. 2.39 Crores</p> <p style="text-align: center;">OR</p> <p>ii) Two similar completed works each costing not less than the amount equal to Rs.2.98 crores</p> <p style="text-align: center;">OR</p> <p>iii) One similar completed work costing not less than the amount equal to Rs.4.77 Crores</p> <p style="text-align: right;">Note-I : The term "Similar Work" means successful execution of direct</p> | <p>The tenderer must have experience of having successfully completed Similar Works during last 7 years ending on 30.11.2022 and the experience must be the following: -</p> <p>i) Three similar completed works each costing not less than the amount equal to Rs. 7.16 Crores</p> <p style="text-align: center;">OR</p> <p>ii) Two similar completed works each costing not less than the amount equal to Rs 8.95 crores</p> <p style="text-align: center;">OR</p> <p>iii) One similar completed work costing not less than the amount equal to Rs.14.31 Crores</p> <p style="text-align: right;">Note-I : The term "Similar Work" means successful execution of direct contract for supply,</p> |

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| | | <p>contract for supply, operation & maintenance of (i) AC motor cabs and/or (ii) AC Multi utility Vehicles/Maxi cabs and/or (iii) any combination of (i) & (ii) and /or (iv) any combination of (i)/(ii)/(iii) to Govt./Public/Private Sector Enterprise/ Organization for transportation of officials</p> <p>Note-II: The term “ completed work/s’ means the executed / completed portion of work order, even if the work has not been completed in totality (subject to furnishing proof of executed value of the work in the form of completion certificate from the beneficiary to the effect that the job to this extent has been done by the tenderer satisfactorily).</p> <p>The tenderer shall submit certified copies of all Work Orders and Work Completion Certificate(s) from clients to substantiate the details given above along with his Techno-Commercial Bid.</p> <p>Note-III: Work experience, as a sub-contractor or associate shall not be considered as requisite qualification.</p> | <p>operation & maintenance of (i) AC motor cabs and/or (ii) AC Multi utility Vehicles/Maxi cabs and/or (iii) any combination of (i) & (ii) and /or (iv) any combination of (i)/(ii)/(iii) to Govt./Public/Private Sector Enterprise/ Organization for transportation of officials</p> <p>Note-II: The term “ completed work/s’ means the executed / completed portion of work order, even if the work has not been completed in totality (subject to furnishing proof of executed value of the work in the form of completion certificate from the beneficiary to the effect that the job to this extent has been done by the tenderer satisfactorily).</p> <p>The tenderer shall submit certified copies of all Work Orders and Work Completion Certificate(s) from clients to substantiate the details given above along with his Techno-Commercial Bid.</p> <p>Note-III: Work experience, as a sub-contractor or associate shall not be considered as requisite qualification.</p> |
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| 2 | 3.3.1 | Average Annual financial turnover during the last 3 financial years ending on 31.03.2022 for should be at least Rs 1.78 crores. | | Average Annual financial turnover during the last 3 financial years ending on 31.03.2022 for should be at least Rs 5.37 crores. | | | | | | | | | |
|-----------------------|---|---|---|---|------------|-----------------------|---|--|--|-------------|------------|--------------------|--|
| 3 | 2.3.1 | | <table><tr><th>Description</th><th>Category A</th></tr><tr><td>ther requireme nts</td><td><p>1)The motor cab should have good quality cushion seats and back rest with proper upholstery.</p><p>2) Out of 18 motor cabs, at least 06vehicles (preferably same make) should be bigger vehicle like Maruti XL6,Scorpio, Innova or equivalent with higher CC engine capacity with engine specification of 1450 CC and above, at least six seater and having 03 rows front facing seats.</p><p>3) Tenderer will have option to deploy maximum 06 nos. of AC electrical vehicle (EV) out of the above 18 vehicles.</p></td></tr></table> | Description | Category A | ther requireme nts | <p>1)The motor cab should have good quality cushion seats and back rest with proper upholstery.</p> <p>2) Out of 18 motor cabs, at least 06vehicles (preferably same make) should be bigger vehicle like Maruti XL6,Scorpio, Innova or equivalent with higher CC engine capacity with engine specification of 1450 CC and above, at least six seater and having 03 rows front facing seats.</p> <p>3) Tenderer will have option to deploy maximum 06 nos. of AC electrical vehicle (EV) out of the above 18 vehicles.</p> | | <table><tr><th>Description</th><th>Category A</th></tr><tr><td>Other requirements</td><td><p>1)The motor cab should have good quality cushion seats and back rest with proper upholstery.</p><p>2) Out of 18 motor cabs, at least 06vehicles (preferably same make) should be bigger vehicle like CIAZ /HONDA CITY or equivalent with higher CC engine capacity with engine specification of 1450 CC and above</p><p>3) Tenderer will have option to deploy maximum 06 nos. of AC electrical vehicle (EV) out of the above 18 vehicles[except for 6 vehicles as at (2)</p></td></tr></table> | Description | Category A | Other requirements | <p>1)The motor cab should have good quality cushion seats and back rest with proper upholstery.</p> <p>2) Out of 18 motor cabs, at least 06vehicles (preferably same make) should be bigger vehicle like CIAZ /HONDA CITY or equivalent with higher CC engine capacity with engine specification of 1450 CC and above</p> <p>3) Tenderer will have option to deploy maximum 06 nos. of AC electrical vehicle (EV) out of the above 18 vehicles[except for 6 vehicles as at (2)</p> |
| Description | Category A | | | | | | | | | | | | |
| ther requireme nts | <p>1)The motor cab should have good quality cushion seats and back rest with proper upholstery.</p> <p>2) Out of 18 motor cabs, at least 06vehicles (preferably same make) should be bigger vehicle like Maruti XL6,Scorpio, Innova or equivalent with higher CC engine capacity with engine specification of 1450 CC and above, at least six seater and having 03 rows front facing seats.</p> <p>3) Tenderer will have option to deploy maximum 06 nos. of AC electrical vehicle (EV) out of the above 18 vehicles.</p> | | | | | | | | | | | | |
| Description | Category A | | | | | | | | | | | | |
| Other requirements | <p>1)The motor cab should have good quality cushion seats and back rest with proper upholstery.</p> <p>2) Out of 18 motor cabs, at least 06vehicles (preferably same make) should be bigger vehicle like CIAZ /HONDA CITY or equivalent with higher CC engine capacity with engine specification of 1450 CC and above</p> <p>3) Tenderer will have option to deploy maximum 06 nos. of AC electrical vehicle (EV) out of the above 18 vehicles[except for 6 vehicles as at (2)</p> | | | | | | | | | | | | |

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| | | | <p>Note: During currency of the contract, the contractor may replace a Diesel/petrol driven vehicle with acceptable EV with the approval of EoC subject to maximum of 10 EVs.</p> | | | <p>above].</p> <p>Note: During currency of the contract, the contractor may replace a Diesel/petrol driven vehicle with acceptable EV with the approval of EoC subject to maximum of 10 EVs.</p> | |
| 4 | 2.4.1 | As per present indications, 18 vehicles under Category A, 21 vehicles under Category-B and 2 vehicles under Category-C shall have to be supplied, operated & maintained by the contractor(s) daily. Based on requirement of vehicles during currency of contract, some of the above vehicles may be de-hired after one year from commencement of contract concerned. | | As per present indications, 18 vehicles under Category A, 21 vehicles under Category-B and 2 vehicles under Category-C shall have to be supplied, operated & maintained by the contractor(s) daily. Based on requirement of vehicles during currency of contract, at most 2 vehicles may be de hired per year after one year from commencement of contract concerned. | | | |
| 5 | 7.1 7.1.1 | <p><u>Placement of vehicles for Inspection and Acceptance of HDC, SMPK for the purpose of Commencement of Contract:</u></p> <p>The successful tenderer(s) shall have to place all the vehicles (as per required specifications) to be deployed under the contract by him along with relevant documents e.g. Certificate of Registration/Blue Book/Smart Card, Road Permits wherever applicable, Fitness Certificates, valid Insurance certificate, PUC,</p> | | <p>The successful tenderer shall have to place all the vehicles (as per required specifications) to be deployed under the contract by him along with relevant documents e.g. Certificate of Registration/Blue Book/Smart Card, Road Permits wherever applicable, Fitness Certificates, valid Insurance certificate, PUC, valid Road Tax and other tax certificates in relation to the vehicles ,if any, etc. before</p> | | | |

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| | | valid Road Tax and other tax certificates in relation to the vehicles ,if any, etc. before EoC or his authorized Representative for inspection and acceptance within 30 days from the issuance of the Work Order by the successful tenderer(s), for which no charge shall paid by HDC. | EoC or his authorized Representative for inspection , acceptance and commencement of the contract within 60 days from the issuance of the Work Order by the successful tenderer, for which no charge shall paid by HDC. |
| 6 | 7.1.2 | The contractor(s) may place the vehicles for inspection & acceptance in phases if he so desires, within the stipulated time of 30 days. | The contractor may place the vehicles for inspection & acceptance in phases if he so desires, within the stipulated time of 60 days. |
| 7 | 7.1.3 | Without acceptance of all vehicles to be deployed under the contract by him, the contract shall not commence. However, in case the contractor(s) is not able to submit valid Road permit of any brand new vehicle that he proposes to deploy under the contract [where the concerned vehicle proposed to be deployed is otherwise as per required specifications & possesses all other required documents] within the stipulated period of 30 days from Work Order concerned, the vehicle will be allowed to be deployed for the purpose of commencement of contract concerned. However, in such case, provisions of clause 7.4.1.1 will apply. | <p>Contractor shall deploy all the vehicles as per the accepted specification of vehicles along with all relevant documents for commencement of the contract within the stipulated period of 60 days from the date of work order.</p> <p>However, in case the contractor is not able to submit valid Road permit of any brand new vehicle that he proposes to deploy under the contract [where the concerned vehicle proposed to be deployed is otherwise as per required specifications & possesses all other required documents] within the stipulated period of 60 days from Work Order, the vehicle will be allowed to be deployed for the purpose of commencement of contract concerned. However, in such case, provisions of clause 7.4.1.1 will apply.</p> <p>Further, in case the contractor is unable to provide vehicle(s) with requisite minimum specification of vehicles w.r.t date of registration of 01.04.2022 and after & seating capacity, within 60 days from the date of Work Order, the contractor may deploy vehicle(s) of date of registration</p> |

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| | | | <p>prior to 01.04.2022 [where the concerned vehicle(s) proposed to be deployed is/are otherwise as per required specifications as per tender & possesses all other required documents except date of registration & Seating Capacity] , within the stipulated period of 60 days from Work Order, for the purpose of commencement of contract without penalty for maximum 120 days from the date of Work Order. However, for such deployment, the contractor shall be paid reduced payment by 15% of respective monthly composite rate or respective monthly composite rate as per existing contract vide work Order No Ad/0049/Car/2017-20/7177 dated 09.02.2018 which ever is less for such vehicle(s) supplied with date of registration prior to 01.04.2022/ or seating capacity . The however, contractor shall have to replace such vehicles with registration date prior to 01.04.2022 /requisite seating capacity within 120 days from the date of issue of Work Order, failing which the provisions of clause 7.5.1 will apply.</p> |
| 8 | 7.1.5 | <p>The contract will commence from the date of deployment of all the vehicles under the respective contract(s) at HDC after acceptance of all the vehicles by EoC or his authorized representative, as per the provisions of the tender and Work Order, which will be the 'Date of commencement of contract' .</p> | <p>The contract will commence from the date of deployment of all vehicles within 60 days from the date of issuance of work order under the contract at HDC, as per the provisions of the tender and Work Order, which will be the 'Date of commencement of contract' failing which provision of Clause 7.1.7 will apply.</p> |

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| 9 | 7.1.6 | Liquidated Damage | Deleted |
| 10 | 7.1.7 | In the event of successful bidder(s) failing to commence the concerned contract for supply, operation & maintenance of vehicles within the stipulated time frame or such extensions thereof as may be allowed by the "Engineer Of The Contract" in writing, the successful bidder(s) shall be required to pay as compensation, and not as penalty, @ ½% of the total order value for delay in supply, operation & maintenance of vehicles of every week or part thereof, provided the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10% of the total order value. | In the event of successful bidder failing to provide the vehicles as per requisite specifications for commencement of the for supply, operation & maintenance of vehicles within the stipulated time frame or such extensions thereof as may be allowed by the "Engineer Of The Contract" in writing, the successful bidder shall be required to pay as compensation, and not as penalty, @ 1% per day of the monthly accepted composite rate of respective vehicle(s) for delay in supply, operation & maintenance of vehicles. |
| 11 | 7.4.1.1 | In case the contractor is not able to submit Road Permits of any brand new vehicle that he proposes to deploy under the contract concerned within the stipulated period of 30 days from Work Order, further time of one month from the date of deployment of the concerned vehicle at HDC will be allowed without any penalty for obtaining Road Permits failing which, the vehicle will be considered as sub-standard vehicle and provisions of Clause -7.5 will apply. | <p>In case the contractor is not able to submit Road Permits of any brand new vehicle that he proposes to deploy under the contract concerned within the stipulated period of 60 days from Work Order, further time of 60 days from the date of deployment of the concerned vehicle at HDC will be allowed without any penalty for obtaining Road Permits failing which, the vehicle will be considered as sub-standard vehicle and provisions of Clause -7.5 will apply.</p> <p>Further to the above, In case the contractor is not able to submit Road Permit of any brand new vehicle that he proposes to deploy under the contract concerned within the stipulated period of 120 days from Work Order due to non-issuance of Road permit by the Transport Authority despite compliance of required formalities in this regard by the contractor, the following documents will be considered for initial acceptance</p> |

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| | | | <p>for commencement of contract pending submission of Road Permit:</p> <p>a) "Offer Letter" issued by State Transport Authority (STA) containing approval for issuance of Road Permit in case of vehicles which require Road permit issued by STA. In case of vehicles which require Road permit issued by District Transport Authority (DTA), if similar document is not issued by DTA, appropriate equivalent document will be considered.</p> <p>b) "TR 7 challan" towards payment of fees for issuance of Road Permit in case of vehicles which require Road permit issued by STA. In case of vehicles which require Road permit issued by DTA, if similar document is not issues by DTA, appropriate equivalent document will be considered.</p> <p>Further, in such case the successful bidder will get 6 months times for submission of Road permit from the date of commencement of the contract failing which the EoC shall decide on case to case basis whether the vehicle shall be treated as sub-standard vehicle or not and penalty will be imposed as per the provisions of the tender. It is however reiterated that HDC/SMPK shall not accept any liability of non-availability of Road permit whatsoever.</p> |
| 12 | 7.9.1 | The contractor(s) shall submit a single composite bill comprising all vehicles supplied by him each month to Administration Division upon certification by User Division/ Unit as per the composite monthly rate of the category of vehicle concerned quoted by the successful tenderer & accepted by HDC, SMPK plus applicable GST. | The contractor shall raise bills against all the vehicles supplied by him as per the composite monthly rate of the vehicle concerned accepted by HDC/SMPK plus applicable GST for each month to respective user division. |
| 13 | 7.9.4 | The concerned representative(s) of User Divisions shall certify the relevant log books | The concerned representative(s) of User Divisions shall certify the relevant log books and trip statements of |

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| | | <p>and trip statements of vehicles concerned as submitted by the contractor(s) to the respective User Divisions for raising a consolidated bill by the contractor(s).</p> <p>The contractor(s) shall submit a se GST compliant bill (4 copies) every month along with the aforesaid duly certified relevant log books and trip statements to User Division which will be forwarded to Finance Division for payment after due certification of bills.</p> | <p>vehicles concerned including overtime, excess/shortfall kilometer age as submitted by the contractor to the respective User Divisions</p> <p>The contractor(s) shall submit a set GST compliant bill (4 copies) every month for each vehicle along with the aforesaid duly certified relevant log books and trip statements to User Division which will be forwarded to Finance Division for payment after due certification of bills.</p> | | | | | | |
| 14 | 7.10.2.2 | <p>Based on the above, the GST compliant claim along with required documents/statements shall be raised by the contractor(s) after completion of every month of the contract, to the concerned User Divisions who shall certify the concerned bill and forward the same through Administration Division to Finance Division for payment.</p> | <p>Based on the above, the GST compliant claim along with required documents/statements shall be raised by the contractor after completion of every month of the contract, to the concerned User Divisions who shall certify the concerned bill and forward the same to Finance Division for payment.</p> | | | | | | |
| 15 | 7.10.2.3 | <p>In the event of utilization of AC Motor Cabs, AC MUVs, Pick-up Truck & Mini Bus beyond the respective prescribed monthly ceiling KM levels, the contractor(s) shall be paid for such additional utilization beyond prescribed monthly ceiling KM levels as applicable for that period, at the following rates:</p> <table border="1"><tr><td>Description of vehicles</td><td>Rate in Rs. per KM</td></tr><tr><td>Motor Cab (AC)</td><td>6.00</td></tr><tr><td>Maxi Cab (AC)</td><td>6.40</td></tr></table> | Description of vehicles | Rate in Rs. per KM | Motor Cab (AC) | 6.00 | Maxi Cab (AC) | 6.40 | <p>In the event of utilization of AC Motor Cabs, AC MUVs, Pick-up Truck & Mini Bus beyond the respective prescribed monthly ceiling KM levels, the contractor(s) shall be paid for such additional utilization beyond prescribed monthly ceiling KM levels as applicable for that period, the rate in Rs per KM run is to be fixed on the basis of the fuel rate on the last date of submission of the tender and KM run /lit of fuel as mentioned at Clause 7.11.2. This rate is applicable for the entire period of contract and extension, if any.</p> |
| Description of vehicles | Rate in Rs. per KM | | | | | | | | |
| Motor Cab (AC) | 6.00 | | | | | | | | |
| Maxi Cab (AC) | 6.40 | | | | | | | | |

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| | | <table><tr><td>Pick Up Truck</td><td>11.00</td></tr><tr><td>Mini bus</td><td>12.70</td></tr></table> | Pick Up Truck | 11.00 | Mini bus | 12.70 | |
| Pick Up Truck | 11.00 | | | | | | |
| Mini bus | 12.70 | | | | | | |
| 16 | 7.23(a) | <p>Event of Default Cases:</p> <p>Any one or more of the following will construe the successful bidder's event of default:</p> <p>(a) In case there is delay in commencement of contract concerned beyond 75 days from date of Work Order.</p> | <p>Event of Default Cases:</p> <p>Any one or more of the following will construe the successful bidder's event of default:</p> <p>(a) (i) In case there is delay in commencement of contract concerned beyond 75 days from date of Work Order.</p> <p>(a)(ii) in case the successful bidder fails to provide one or more vehicles as per provision of the tender beyond 150 days from the date of work order.</p> | | | | |

Clarifications to queries made by intending bidder regarding different clauses of the Tender Document

Subject: Supply, Operation & maintenance of A/C motor cabs, A/C Multi Utility Vehicles (MUVs), Pick-Up Truck and Mini Bus under Haldia Dock Complex (Tender No. ADMN/T/C/2023-25)

| SI No | Clause Reference | Clause | Query/observation. | Proposed reply to the query |
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| I | II | III | IV | V |
| 1 | Clause "E" of SOT | Total Estimated cost of the work is Rs. 17.89 Cores | <p>We noted that this tender for supply & Operation of same number of vehicles (now tendered) was invited by HDC, SMPK in January, 2022 at an estimated cost of Rs 17.89 crores. The current tender invited in December, 2022 is also bearing same cost of work despite time lag of about 11 months during which the cost of labour, cars, and other elements having impact on this tender has increased manifold. The minimum wage of skilled workers (drivers) has increased by 7.5% & to say a few.</p> <p>The estimated Cost of Work may accordingly be revisited so that the same reflects the realistic premise of the tender</p> | The estimated cost and the clause concerned will remain as it is. |

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| 2 | Clause 3.2.1 | <p>The tenderer must have experience of having successfully completed Similar Works during last 7 years ending on 30.11.2022 and the experience must be the following: -</p> <p>i) Three similar completed works each costing not less than the amount equal to Rs. 2.39 Crores OR</p> <p>ii) Two similar completed works each costing not less than the amount equal to Rs.2.98 crores OR</p> <p>iii) One similar completed work costing not less than the amount equal to Rs.4.77 Crores</p> <p>Note-I :The term "Similar Work" means successful execution of direct contract for supply, operation & maintenance of (i) AC motor cabs and/or (ii) AC Multi utility Vehicles/Maxi cabs and/or (iii) any combination of (i) & (ii) and /or (iv) any combination of (i)/(ii)/(iii) to Govt./Public/Private Sector Enterprise/ Organization for transportation of officials</p> <p>Note-II: The term " completed work/s' means the executed /</p> | <p>It has been assessed that the Technical Eligibility and of the instant tender is based on Cost of Work mentioned in this tender. But, in the tender invited in January, 2022 for same number of vehicles with same estimated cost of work, the technical eligibility and financial capacity was sought on total estimated cost of work for 3 years. It is seen that the tenderer who was eligible to participate in the earlier tender for a smaller part of the work is now eligible for the whole work which appears irregular. It is also to be pointed out that in the tender for the current contract, technical and financial eligibility was based on the work value covering all the 3 years.</p> <p>The relaxation in technical and financial eligibility for such important work in this tender in gross variance with what has been done earlier for same work may bring incompetent and incapable parties that too for operating a whole contract of such high value to be undertaken under stringent conditions coupled with strict statutory compliances towards EPF, ESI etc for 3 years will be detrimental to the interest of HDC, SMPK.</p> <p>The eligibility criteria of the Tender may accordingly be revisited in line with the previous tender invited in January, 2022 and that of the current contract for ensuring that only capable parties participate.</p> | <p>Please Refer to modified Clause at Item-1 of Addendum / Corrigendum-III</p> |
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| | | <p>completed portion of work order, even if the work has not been completed in totality (subject to furnishing proof of executed value of the work in the form of completion certificate from the beneficiary to the effect that the job to this extent has been done by the tenderer satisfactorily). The tenderer shall submit certified copies of all Work Orders and Work Completion Certificate(s) from clients to substantiate the details given above along with his Techno-Commercial Bid.</p> <p>Note-III: Work experience, as a sub-contractor or associate shall not be considered as requisite qualification.</p> | | |
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| | Clause 3.3.1 | Average Annual financial turnover during the last 3 financial years ending on 31.03.2022 for should be at least Rs 1.78 crores. | | Please Refer to modified Clause at Item-2 of Addendum / Corrigendum-III |
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| 3 | 2.3.1 | <p>The contractor(s) shall have to supply good condition AC Motor Cabs, AC Multi Utility Vehicles(MUVs), Pick-up-Truck and Mini Bus registered as commercial vehicle acceptable to HDC having minimum capacity & specifications as under:</p> <p>----- ----</p> <p>Provision of fuel for the vehicle under category-A (AC Motor Cab) has been kept as Diesel/Petrol.</p> | <p>Diesel Driven AC Motor cabs are not being manufactured for almost all the brands mentioned in this clause. Hence the preferable make column for AC Motor Cabs should only mention Petrol Driven. Similarly, the Fuel Column of this clause for A C Motor Cabs should also be for Petrol only</p> | <p>The clause will remain unchanged .</p> |
| 4 | 2.3.1 (Other requirements) | <p>Other requirement under the category A (AC motor cab) as detailed below:-</p> <p>1)The motor cab should have good quality cushion seats and back rest with proper upholstery. 2) Out of 18 motor cabs, at least 06vehicles (preferably same make) should be bigger vehicle like Maruti</p> | <p>The paragraph marked (2) of the Other Requirement column of AC Motor cabs requires deployment of at least 6 Multi Utility Vehicles (bigger size AC Cabs)out of total of 18 cabs. The following may please be noted for acceptance and amendment of this clause:</p> <p>a) Maruti XL6 cannot be operated as commercial vehicle. Hence may be deleted from the tender.</p> <p>b) Scorpio will not have all 3 rows with front seat.</p> | <p>1. With respect to Para (2) of the Clause, pointwise reply is as under :</p> <p>(a), (b), (c) & (e) - Please Refer to modified Clause at Item-3 of</p> |

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| | | <p>XL6, Scorpio, Innova or equivalent with higher CC engine capacity with engine specification of 1450 CC and above, at least six seater and having 03 rows front facing seats.</p> <p>3) Tenderer will have option to deploy maximum 06 nos. of AC electrical vehicle (EV) out of the above 18 vehicles.</p> <p>Note: During currency of the contract, the contractor may replace a Diesel/petrol driven vehicle with acceptable EV with the approval of EoC subject to maximum of 10 EVs.</p> | <p>c) Delivery time INNOVA at present is at least 120 days and not possible to be delivered within the time stipulated in the tender document.</p> <p>d) As cost of deployment of such vehicles are higher than AC Cabs (Sedan), it is suggested to specify which of the 6 vehicles out of total of 18 cabs will have to be provided with Multi Utility Vehicles (bigger size AC Cabs) in the chart provided at clause 2.4 of the Tender Document. This will enable the tenders to assess the rates to be quoted on the basis of monthly ceiling kilometer run, cost of MUVs etc.</p> <p>e) Besides, in case of necessity to withdraw any of such 6 Multi Utility Vehicles (bigger size AC Cabs) for maintenance and other unforeseen reasons etc., such vehicles will be replaced by normal AC Motor cabs (sedans).</p> <p>In addition please note that as per the provision, the contractor will enjoy the option for deployment of Electric Vehicles. However, in case HDC, SMPK makes it</p> | <p>Addendum/Corrigendum-III.</p> <p>(d) Average KM run of the concerned 6 vehicles would be as mentioned at SI No 3 of 12 hrs duty vehicles under category A of AC motor cabs.</p> <p>It is added here however that Deployment of all vehicles under the contract by HDC will be as per its requirement.</p> <p>2) Request regarding Charging station for EVs is</p> |
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| | | | <p>mandatory for deployment of some electric vehicles during the course of the contract, the charging stations in that case will have to be arranged by HDC, SMPK.</p> <p>Kindly modify this clause suitably on the basis of the above observations.</p> | not acceded to. |
| 5 | 2.4.1 | <p>As per present indications, 18 vehicles under Category A, 21 vehicles under Category-B and 2 vehicles under Category-C shall have to be supplied, operated & maintained by the contractor(s) daily. Based on requirement of vehicles during currency of contract, some of the above vehicles may be de-hired after one year from commencement of contract concerned</p> | <p>This is an open-ended provision against the interest of the tenderers that may compel the tenderers to resort to speculative bidding. Such open-ended provision, for such a high value contract, whose financial implications cannot be reasonably estimated by the tenderers for quoting the rates, should not constitute a tender provision.</p> <p>Hence, we humbly suggest HDC, SMPK to delete this clause.</p> <p>In case, HDC, SMPK would still insist for keeping this provision then the reduction shall not be more than 2 vehicles during the entire period of contract taking AC Motor Cabs and MUVs together. Such reduction shall be effective from the 2nd anniversary of the contract. No such reduction shall be made for Minibus and Pickup truck.</p> <p>Hence this clause may be suitably amended in keeping with the issues cited above.</p> | <p>Please Refer to modified Clause at Item-4 of Addendum / Corrigendum-III</p> |
| 6 | 2.7 | <p>(b) The contractor(s) shall provide Display Boards in each of the vehicles mentioning that the vehicles are in operation under Haldia Dock Complex. Such display boards should be prominently visible from outside.</p> | <p>As the tender envisages awarding of the contract to one party only based on overall financial implications of the quoted rates of all the vehicles, the terms "Contractor(s)" should be substituted by the "Contractor" so that it remains clear that the contract will be awarded to one contractor only.</p> | <p>In the tender document "Contractor(s)/Successful Tenderer(s)" would be replaced by "contractor"/"Succ</p> |

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| | | c) The contractor(s) at his own cost shall arrange procurement and/or replacement of fuel, lubricants, spares, tyres, batteries, Charger, Charging s | This may be done for all the clauses that specifies " Contractor(s)", " Successful Tenderer(s)". | ssful Tenderer" wherever it is applicable . |
| 7 | 2.7(f) | In case of breakdown/accident or withdrawal of any vehicle by the contractor(s) for any reasons whatsoever, suitable replacement shall immediately (within 1 hour) be made by the contractor(s) by providing another vehicle of required specification and acceptable to HDC, SMPK. In case of failure to replace the vehicle of required specification within stipulated time, compensation as per Clause -7.6 will be payable. If the replacement vehicle is not of required specification, applicable deduction for the period of operation of such sub-standard vehicle will be made from the monthly composite amount in accordance with the provision of Clause- 7.5 thereof | The vehicles, as per the tender, may be moved to different places in the state of West Bengal and other states far away from Haldia. In such situations, it may not be possible to replace the vehicle within 1 hr in case of accident/ break down. Hence, this stipulation may be confined within Haldia region only. This clause may accordingly be suitably reworded on the basis of above observations. | The clause will remain unchanged. |
| 8 | 2.8(a) | a) The contractor(s) shall at his cost maintain sufficient numbers of drivers, cleaners, etc. for smooth | This clause may be deleted as it is upto the contractor to decide which type of staff it will maintain and their relative strengths etc. to run the contract to the satisfaction of the | The clause will remain as it is. |

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| | | and efficient running of the vehicles provided to HDC/SMPK. | employer. | |
| 9 | 2.8(d) | d) Accommodation of Staff: The contractor(s) shall have to make his own arrangements at his own cost in respect of residential accommodation of the contractor's staff engaged for the purpose of implementing the contract. | This clause may be deleted as the provision of accommodation is a part of COD to be settled mutually by the contractor with its employees/ unions. HDC, SMPK can at best say that they will not be responsible towards accommodation of the drivers. | The clause will remain as it is. The contractor shall ensure that services under the contract are not hampered in any manner arising out of this issue. |
| 10. | 4.1.5(6) | In addition, an Indemnity Bond as per format given at Appendix- X shall also be submitted | Please clarify as to why the Indemnity Bond is to be submitted by the tenderers who are covered under ESI. | The clause will remain unchanged. |
| 11. | 4.1.6.5 | The Toll Tax/parking charges (only Govt. operated) shall be paid extra at actuals in relevant cases on the basis of payment slips | The clause may be suitably worded as Toll Tax are now paid through Fast-tag. Besides, in many situations, the vehicles may have to be parked at various places (other than Govt operated parking areas) as per advice of the using officials. Hence, the parking fess shall have to be reimbursed irrespective of the parking area(Govt/Private) used on the basis of payment slips certified by the using official. This clause may accordingly be suitably reworded on the basis of above observations. | The clause will remain unchanged |
| 12 | 4.1.9.1 | Earnest Money deposited will be refunded, subject to provisions of forfeiture of Earnest Money deposit as indicated in this tender document, to the unsuccessful | The clause 5.5.1 provides that the techno commercially qualified bidder whose total quoted amount for all vehicles shall be the lowest will be considered as the successful tenderer. For this reason, the EM of the 12, L3 bidders etc. should be refunded immediately after identification of the lowest bidder(Successful tenderer) on opening of the price | The clause will remain unchanged. |

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| | | bidders, without interest, after selection of successful bidder(s). | bid as such bidders will have no chance of getting the contract awarded in their favour unless the tender clearly provides that L2, L3 bidders will also have chance to be awarded with the contract. This clause may be modified accordingly on the basis of the above observations. | |
| 13 | 5.4.2 &5.4.3 | <p>5.4.2 HDC, SMPK reserves the right to get the financial capability of the Tenderer verified from the Annual Accounts of the Tenderers (to be submitted along with Techno – Commercial Part) and in case some discrepancy is found, the details as will be ascertained by HDC, SMPK shall prevail for evaluation purpose.</p> <p>5.4.3. HDC, SMPK by its own means, may also separately ascertain eligible past experience of the Tenderer from the organizations concerned where the Tenderer have acquired the eligible experience. In case, any discrepancy is found, the details as will be ascertained by HDC, SMPK shall prevail for evaluation purpose.</p> | We agree to the provision subject to the condition that in case the findings of HDC, SMPK differs with what the tenderer will provide in their bid, the findings of HDC,SMPK shall be shared with the tenderer concerned before taking those for tender evaluation from the point of view of transparency. This clause may accordingly be suitably reworded on the basis of above observations. | The clause will remain unchanged. |
| 13 A | 7.6.3 | Compensation charge at the rate of Rs.600/- plus GST per hour or | This clause should be deleted There is already a penalty clause (Clause 6.2) for non-availability of vehicles @ Rs | The clause will remain unchanged. |

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| | | part thereof shall be payable by the contractor(s) for the time lost if any for refueling/recharging as applicable of the vehicles during duty hours on any day. | 250 per hour plus GST subject to maximum of Rs 3000/- plus GST. In the face of this another penalty clause for non-availability for a genuine cause like 'fuelling" does not seem to be appropriate. Moreover for 24 hrs. vehicles, the HDC, SMPK shall have to allow fuelling of vehicles for which at least 1 hour time will be required for most of the vehicles working in the operational areas. This clause may accordingly be deleted on the basis of above observations. Besides, a provision may be suitably incorporated in the tender by which at least 1 hour time shall be given to (i) 24 hrs vehicles for the purpose of fueling. | |
| 14 | 7.1.1 | The successful tenderer(s) shall have to place all the vehicles (as per required specifications) to be deployed under the contract by him along with relevant documents e.g. Certificate of Registration/Blue Book/Smart Card, Road Permits wherever applicable, Fitness Certificates, valid Insurance certificate, PUC, valid Road Tax and other tax certificates in relation to the vehicles ,if any, etc. before EoC or his authorized Representative for inspection and acceptance within 30 days from the issuance of the Work Order by the successful tenderer(s), for which no charge shall paid by HDC. | It appears from the specification of vehicles prescribed in the tender, the tenderer will be required to provide practically new vehicles after purchasing post award of contract. The procurement of so many new vehicles fulfilling the prescribed specifications and completing their commercial formalities will be a time consuming proposition. As such the time for placement of the vehicles with all required documents etc. be extended to 120 days from 30 days. | Please refer to modified clause at item-5 of Addendum / Corrigendum-III. |

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| | | <p>Without acceptance of all vehicles to be deployed under the contract by him, the contract shall not commence. However, in case the contractor(s) is not able to submit valid Road permit of any brand new vehicle that he proposes to deploy under the contract [where the concerned vehicle proposed to be deployed is otherwise as per required specifications & possesses all other required documents] within the stipulated period of 30 days from Work Order concerned, the vehicle will be allowed to be deployed for the purpose of commencement of contract concerned. However, in such case, provisions of clause 7.4.1.1 will apply.</p> | | |
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| 15 | 7.1.2 | The contractor(s) may place the vehicles for inspection & acceptance in phases if he so desires, within the stipulated time of 30 days. | The time limit be extended to 120 days from 30 days for reasons stated under Sl. No. 14 above. | Please refer to modified clause at item-6 of Addendum / Corrigendum-III. |
| 16 | 7.1.4 | After acceptance of the vehicles by the EoC or his authorized Representative against concerned contract, the successful tenderer(s) will be intimated about the details of deployment points of each vehicle. Successful tenderer(s) shall immediately deploy the respective vehicles accordingly. | The last line of the clause "Successful tenderer shall immediately deploy the respective vehicles accordingly" be suitably reworded so that the contractor is given at least 3 working days' of time to commence the contract after the deployment points are communicated upon acceptance of all the vehicles by HOC, SMPK. This will enable the contractor to arrange for dock permits and settle other issues incidental to the contract prior to commencement of the contract. This clause may be modified accordingly on the basis of the above observations. | The clause will remain unchanged. |
| 17 | 7.1.7 | In the event of successful bidder(s) failing to commence the concerned contract for supply, operation & maintenance of vehicles within the stipulated time frame or such extensions thereof as may be allowed by the "Engineer Of The Contract" in writing, the successful bidder(s) shall be required to pay as compensation, and not as penalty, @ ½% of the total order value for delay in supply, operation & maintenance of vehicles of every | a) No definite time frame has been stipulated in the tender for commencement of the contract. Hence, this clause may be suitably reworded with clear stipulation as to the date of commencement of the contract. b) The LD should only be imposed at the rates mentioned in this clause only on those vehicles whose deployment will be delayed based on their monthly quoted rates and not on overall financial implications of 3-year contract. This clause may accordingly be revisited and suitably amended. | Please refer to modified clause at item-10 of Addendum / Corrigendum-III. |

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| | | week or part thereof, provided the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10% of the total order value. | | |
| 18 | 7.4.1.1 | In case the contractor is not able to submit Road Permits of any brand new vehicle that he proposes to deploy under the contract concerned within the stipulated period of 30 days from Work Order, further time of one month from the date of deployment of the concerned vehicle at HDC will be allowed without any penalty for obtaining Road Permits failing which, the vehicle will be considered as sub standard vehicle and provisions of Clause -7.5 will apply. | The Road Permit is issued by the concerned department of the State Govt. They take their own time in issuing such Permits. The contractor/ successful tenderer can at best make the required applications and pay the requisite amount to the concerned office of the State Govt. immediately after purchasing and getting delivery of the brand new vehicles for which time period may be specified in the tender for compliance. Hence, instead of stipulating specific time period for obtaining the final Road Permit from the State Govt., the HDC, SMPK may specify time for submission of application and payment of requisite fees to the office concerned of the State Govt for the brand-new vehicles. | Please refer to modified clause at item-11 of Addendum / Corrigendum-III. |
| 19 | 7.5.1 | In case the contractor provides vehicles which do not fulfill any/all of the specifications as mentioned hereinabove, and / or do not possess Road Permits /certificates wherever applicable, the payable amount to the contractor against the vehicle for the month shall be reduced as per the following formula: | On plain reading of this clause, it appears that HDC, SMPK may use the vehicles not conforming to the specification mentioned in the tender document(presumably if such are deployed provided by the contractor without the acceptance of HDC, SMPK to fulfil its transportation requirement. Despite usage of such vehicles and deriving benefit out of it, the tender contemplates substantial reduction in payment to the contractor much more than the operating surplus of running a vehicle thereby making the operation unviable. As such, we propose to reduce the reduction in monthly payment for temporary deployment of vehicles not | 1)The clause will remain as it is. 2) Request regarding downtime is not acceded to. Appropriate standby vehicles could be considered to be |

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| | | <p>1) 1% of the accepted composite monthly rate per day for the first ten days the said sub standard vehicles is / are supplied;</p> <p>2) 2 % of the accepted composite monthly rate per day for the next ten days of supply of the sub-standard vehicles, and</p> <p>3) 2.5 % of the accepted composite monthly rate per day for next ten days.</p> <p>4) Continuation of supply of sub-standard vehicle beyond 30 days shall be treated as non-supply and compensation as per Clause-7.6 shall be levied.</p> | <p>conforming to the specification to only 0.5% of the accepted composite monthly rate per day.</p> <p>In this context, it is mentioned that considering long tenure of the contract for a large fleet of transport that are proposed to be utilised on continuous basis, Downtime of at least 7 days per vehicle per year may be allowed for repair & maintenance during which the contractor may be allowed to deploy alternative vehicle fit for utilisation which may not fulfil all the specification. In case the contractor fails to redeploy the original vehicle or another vehicle fulfilling all the specification within such 7 days, the HDC, SMPK may reduce the monthly payment by 0.5% of the accepted composite monthly rate per day beyond 7 days.</p> <p>Hence this clause may be suitably amended in keeping with the suggestions made above</p> | <p>kept for any issues pertaining to repair/maintenance works.</p> |
| 20 | 7.9.1 | <p>The contractor(s) shall submit a single composite bill comprising all vehicles supplied by him each month to Administration Division upon certification by User Division/ Unit as per the composite monthly rate of the category of vehicle concerned quoted by the successful tenderer & accepted by HDC, SMPK plus</p> | <p>This clause of submitting the single monthly bill upon obtaining certification by all the divisions/units of HDC on the same is not acceptable to us as this will lead to substantial delay in submission and receipt of due payments thereby making this high value contract unviable. We accordingly suggest the following for submission of a single bill:</p> <p>a) All the user Divisions/ Units shall hand over to the contractor the certified log books completed in all respect along with a separate certificate</p> | <p>Please refer to modified clause at item-12, 13 & 14 of Addendum / Corrigendum-III.</p> |

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| | | applicable GST. | <p>recommending payment that will contain the following details within 5th working day of each month for the bill of the previous month:</p> <ul style="list-style-type: none"> • Total Km run <p>Total days of deployment Extra Km run over ceiling level Extra hours of duty performed</p> <p>Monthly payment; Additional Payment for extra km run Additional payment for extra hours of Duty</p> <p>Deductions if any</p> <p>b) The contractor will raise a single bill with all the certified Log Books and the separate payment certificates issued by the user divisions/ units.</p> <p>c) For those vehicles for which the user divisions/ units will fail to provide the log book and the certificate within 5th working day, their bill shall be submitted separately for payment.</p> <p>We also propose to include the following provisions in the tender:</p> <p>a) HDC, SMPK will make 75% of the monthly payment as per monthly contract rates for all the vehicles within 7 working days from date of submission of bills. The remaining 25% may be paid after due scrutiny and adjustments as per provision of the tender within next 15 days.</p> <p>In the event of delay in monthly payment beyond 30 days from the date of submission of bill, the contractor will be entitled to impose penal interest at 10%.</p> <p>Hence this clause may be suitably amended in keeping</p> | |
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| | | | with the suggestions made above | | | | | | | | | | | |
| 21 | 7.10.2.3 | <p>In the event of utilization of AC Motor Cabs, AC MUVs, Pick-up Truck & Mini Bus beyond the respective prescribed monthly ceiling KM levels, the contractor(s) shall be paid for such additional utilization beyond prescribed monthly ceiling KM levels as applicable for that period, at the following rates:</p> <table><tr><td>Description of vehicles</td><td>Rate in Rs. per KM</td></tr><tr><td>Motor Cab (AC)</td><td>6.00</td></tr><tr><td>Maxi Cab (AC)</td><td>6.40</td></tr><tr><td>Pick Up Truck</td><td>11.00</td></tr><tr><td>Mini bus</td><td>12.70</td></tr></table> | Description of vehicles | Rate in Rs. per KM | Motor Cab (AC) | 6.00 | Maxi Cab (AC) | 6.40 | Pick Up Truck | 11.00 | Mini bus | 12.70 | <p>The rates prescribed in this clause for payment of extra km run over and above ceiling level are not acceptable as the same will not even meet the fuel cost. We on the basis of the current fuel charges, rate of fuel consumption mentioned at clause 7.11.2 of the tender and other incidental expenses propose the following rate per km of extra run beyond ceiling levels: Motor Cab: Rs 7.70 per km Maxi cab: Rs 7.30 per Km Pick Up Truck: Rs 12.78 Per Km Minibus: Rs 14.61 per Km The calculation sheet is enclosed. Hence this clause may be suitably amended in keeping with the suggestions made above.</p> | <p>Please refer to modified clause at item-15 of Addendum Corrigendum-III</p> |
| Description of vehicles | Rate in Rs. per KM | | | | | | | | | | | | | |
| Motor Cab (AC) | 6.00 | | | | | | | | | | | | | |
| Maxi Cab (AC) | 6.40 | | | | | | | | | | | | | |
| Pick Up Truck | 11.00 | | | | | | | | | | | | | |
| Mini bus | 12.70 | | | | | | | | | | | | | |
| 22 | 7.11.2 | <p>The rate of escalation/de-escalation for fuel shall be the actual difference between the rate of fuel prevailing at Haldia (price of IOCL shall be considered) on the last date of submission of tender and the minimum rate of fuel at</p> | <p>The estimation of escalation/de-escalation on the basis of the minimum rate of fuel at Haldia (IOCL Rates) is not acceptable as it will lead to substantial losses. We suggest the following:</p> <p>a) The escalation/de-escalation shall be done on daily basis for which the contractor may be asked to provide the applicable rates with evidence and the</p> | <p>The clause will remain unchanged</p> | | | | | | | | | | |

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| | | <p>Haldia (price of Oil PSUs) prevailing in a given month for which the escalation/de-escalation is effected and claimed. For the purpose of calculating the escalation/de-escalation on account of fuel oil, the rate of consumption of fuel per KM run of a vehicle shall be considered as follows:</p> <p>(1) Rate of consumption of AC Motor Cabs 15 K.M /Ltrs. (2) Rate of consumption of AC MUVs 14 K.M/ Ltrs. (3) Rate of consumption of a pick-up truck 08 K.M/ Ltrs. (4) Rate of consumption of a Minibus 07 K.M/ Ltrs.</p> | <p>detailed calculation based on daily logged km run and the daily IOCL rates at Haldia; OR b) The median rate of the daily monthly rates arranged in ascending order.</p> <p>Hence this clause may be suitably amended in keeping with the suggestions made above.</p> | |
| 23 | 7.12.2 | <p>The contractor(s) shall be fully and exclusively liable for the payment of any and all taxes now in force or hereafter imposed, increased or modified from time to time in respect of the above job and all contributions and taxes for unemployment compensation, insurance and old age pensions and amenities now or hereafter imposed by any law of the Government /local bodies which</p> | <p>The new taxes if introduced or existing taxes modified by the statutory authorities during the course of the contract (not taken into account at the time of submission of the bids) having financial implications on this contract, the additional amounts payable by the contractor to the statutory authorities towards new/ modified taxes shall be reimbursed by HDC, SMPK.</p> <p>Hence this clause may be suitably amended in keeping with the suggestions made above.</p> | <p>The clause will remain as it is</p> |

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| | | are imposed with respect to or covered by the wages , salaries or other compensations paid to the persons employed by the contractor(s). The HDC, SMPK shall have no liability whatsoever concerning the employees of the contractor(s) . The contractor(s) shall keep HDC, SMPK indemnified against all losses or damages or liability arising out of or imposed in the course of employing the persons or out of his relation with his employees. The contractor(s) shall make regular and full payment or wages / salaries and other payments due to his employees and furnish necessary proof whenever required by the HDC, SMPK. The contractor(s) shall be liable to pay any increase of wages / salaries of his employees during the contractual period. | | |
| 24 | 7.19 | Payment of charges for part supply on days of Bandhs, Strikes, etc. called by political parties, Compensation as per Clause-7.6 shall be applicable for any part supply/non supply. | The clause is not acceptable. The political parties that call bandhs / strikes called by the at Haldia use such coercive tactics that makes it impossible to deploy all/ some vehicles despite best efforts made by the contractor and its staff to maintain the deployment. Hence, the applicability of compensation should not be insisted in case the contractor | The clause will remain as it is |

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| | | | fails to deploy all/ some vehicles owing to the bandhs / strikes called by the political parties at Haldia. Hence this clause may be suitably amended in keeping with the suggestions made above | |
| 25 | 7.23(a) | Event of Default Cases: Any one or more of the following will construe the successful bidder's event of default: (a) In case there is delay in commencement of contract concerned beyond 75 days from date of Work Order. | This clause should be modified in view of our submission given under item Nos 14. 15. 16 and 17. | Please refer to modified clause at item-16 of Addendum / Corrigendum-III. |
| 26 | 7.24.1 | If at any time during the period of contract concerned, it is observed that there is an occurrence of a event of default as mentioned in clause 7.23 of the tender document and / or vehicle / vehicles is / are not being supplied as per desired specification and / or the vehicle / vehicles are not being operated and maintained properly and / or the statutory & legal obligations in respect of supply and operation of vehicle / vehicles are not being fulfilled by the contractor(s) and / or the numbers of vehicles required by HDC has decreased from its original estimate, the EoC or his authorized | This clause may be suitably amended in keeping with the suggestions made under SI No 5. | The clause will remain as it is. |

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| | | representative shall assess the position and if he is of the opinion that the conditions of the vehicle / vehicles and / or operation of the vehicle / vehicles are not to the satisfaction of the Management and / or legal obligations are not being fulfilled by the contractor(s) and / or the necessity of hiring vehicle(s) no longer exists, the EoC or his authorized representative, the contract will be liable for termination , either in full or in part, after giving 30 days' notice and decision of the competent authority of HDC, SMPK in the matter shall be final and binding on the contractor(s). | | |
| 27 | 7.25 | <p>Foreclosure of Contract concerned in full or in part due to Abandonment or reduction in scope of work :</p> <p>If at any time after the commencement of the contract ,HDC, SMPK decides to abandon or reduce the scope of the work for any reason whatsoever and hence not require the whole or any part of the works to be carried out , the Engineer of the contract</p> | This clause requires modification/ deletion in view of grounds mentioned under item 26. | The clause will remain as it is |

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| | | (EoC) shall give notice in writing of the effect to the contractor and contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work | | |
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