

TERMS AND CONDITIONS

Name of work: Providing & supplying of vehicle 4 Nos. (02 Scorpio & 02 Innova Crysta) on monthly basis for NHIDCL Regional Office-Guwahati in the state of Assam.

1. The vehicle should be new and not more than six months old and driven not more than 20000 Kms. The vehicles should be in good running condition during the contract.
2. The vehicles provided should have permit to travel in the entire State of Assam as the vehicle may be used at any place within the state of Assam as well as in adjoining states as per the requirement of NHIDCL.
3. The vehicle provided should either be owned in the name of the applicant or may be hired from other sources. However, in case of hiring of vehicle from other sources, necessary documents needs to be submitted. Once the bid is accepted, the service provider shall produce all original documents related to ownership/hiring of the vehicle from other sources for verification.
4. All necessary taxes for operating the vehicles should be fully paid and all necessary papers shall be provided in the vehicles as required by prevailing Motor Vehicles Act with comprehensive insurance cover for the vehicle.
5. The vehicle shall be available all the time (24x7) as required by NHIDCL for all days regularly during the period of contract.
6. Agency shall make available drivers having valid driving license and no outstanding accident claim.
7. The vehicle and driver provided with a vehicle shall not be changed or altered for entire agreement period unless approved/accepted by this office in writing.
8. The agency shall bear all expenses required for keeping the vehicles in smooth running condition such as fuel, lubrications oil & other consumables, necessary service & maintenance, repairs & replacement etc. and salary of the driver per month as per Govt. norms.
9. In the event any vehicles being off the road for maintenance or on any other account of breakdown, the agency shall provide a substitute vehicle of same type immediately. If the substitute vehicle is not provided, NHIDCL reserves the right to hire a vehicle from the other sources and may deduct the same charges from the monthly bill of supplier/agency subject to maximum limit of Rs. 2500 per day.
10. The Agency should ensure that sufficient fuel is always available in the tank for travel.

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11. The Agency should submit their bills in duplicate along with logbook within 1st week of every month for payment. Necessary taxes including GST if any will be deducted and payments made.
12. A log book for the car in the format prescribed, for each of the journeys performed, duly signed by the office, would be maintained and submitted by the service provider along with the bills and duty slips.
13. The quoted rates for hire charges of vehicles with fuel and lubricants etc should be valid for a period of one year from the date of acceptance. No variation/revision in quoted rates on account of any increase in fuel or spares cost will be entertained.
14. The Agency should be able to supply the required vehicles within ten working days from the date of award of work.
15. The supply of vehicles is initially for duration of one year only from the date of issue of Letter of Acceptance. Vehicle may be continued beyond the stipulated period on the rates quoted & condition herein if required by NHIDCL and agreed by the bidder.
16. The successful agency will submit a copy of the following documents for each vehicle before start of the work. Also original documents should be available all the time in the vehicle under the custody of concerned driver. All instructions of Government need to be followed for all vehicles.
 - I. Comprehensive Accident and workman Compensatory insurance policy coverage in respect of every employee employed by agency and third party liability as per rule valid for entire period of the contract.
 - II. Copy of RC Book/Registration of Vehicle.
 - III. Pollution Clearance Certificate.
 - IV. Driving License of concerned driver.
 - V. Any other documents/permit required by Govt. of Assam for vehicle.
17. In case of breach of terms & conditions performance by agency and in case of rash/inappropriate driving, NHIDCL may terminate the agreement immediately without assigning reasons. Decision of NHIDCL is final and binding.
18. The vehicle should be registered along with all necessary documents i.e. valid insurance, road tax payment etc. The Driver should possess valid driving license and should be well dressed, experienced, mannered/ disciplined and adequately educated so as to maintain log book and maintain decency, politeness and good habits.
19. A fixed payment per month as per the details mentioned in the Tender Documents will be made up to 3000/ KM per month per vehicles considering availability for 30/31 days (For February 28/29 days). Extra kilometer run will be paid when the total cumulative kilometer run for the vehicle exceeds $3000 \times 4 = 12000$ Kms per month, as the case may be.

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20. The Kilometer counting of the vehicle shall start from the designated office and shall end at the designated office. Odometer must be correctly calibrated at all times.
21. Department shall not be responsible for any damage to the vehicle in case of an accident or otherwise, theft of vehicle/ parts and accessories therein. Similarly, department shall not be responsible for any third party claims.
22. The successful bidder has to provide the vehicles as per requirements of the respective office. The number of vehicles may increase or decrease during the period of validity of the tender. Payment will be made on the basis of actual number of vehicles hired and operated during the relevant month/period.
23. The vehicles will be operated in AC mode. The model of the vehicle should be Top model.
24. An agreement/ contract will be signed with the successful bidder.
25. The service provider should give an undertaking that he or his firm has not been black listed by any Organization/Government department as on the date of submission of the bid.
26. The “service provider” should provide Vehicles in good condition with clean Interior & exterior and good upholstery.
27. The vehicle shall be provided on any day including Sunday and Holidays, if required by the NHIDCL with no extra charges.
28. The service provider/driver should have a mobile telephone for contact round the clock. Cost & Bills will be borne by the service provider.
29. Once hired, the vehicle will not be put to use for other purposes, and the vehicles and drivers will work under the overall supervision of the department for which they will do all as is necessary.
30. In order to ensure day to day functionality of NHIDCL, once hired, service provider shall not keep changing or rotating vehicles and drivers, except if the NHIDCL so indicates in the case of eventuality or unsuitability.
31. Any person or any employee of the Department should not be a partner, directly or indirectly, with the service provider.
32. It is clarified that the engagement of service provider for providing vehicle on contract basis does not in any manner confer any right on the service provider or any other person/driver may be deployed by her/him in this office to claim any regular employment in this office or any government office. The owner/service provider will be solely responsible for all wages/dues to the driver and to follow all the rules/provisions as per the law. This Office/Department shall not be responsible for any dispute/liability whatsoever in this regard.

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33. In case of any accident, any and all the claims and damages arising there from shall be met by the service provider. The department shall not have any liability/Responsibility in this regard either for the driver, commuter vehicle or the third party.
34. The service provider shall undertake to indemnify the Department against all damages/charges arising on account of or connected with the negligence of the service provider or his staff or any person under his control whether in respect of accident/injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof.
35. The Department reserves the right to reject the vehicle in case of delay for non provision of vehicle in time. The driver needs to have experience in hill driving. In case it is seen that the driver or the vehicle are unsuitable, NHIDCL reserves right to terminate the agreement without any notice. The vehicle can be used to travel anywhere in Assam & Meghalaya and adjoining states as per requirement of NHIDCL.
36. 'Vehicle or equivalent' means a equivalent vehicle which costs same or above than the vehicle required.
37. Extra charges Rs.250/- Per night will be paid for night stay away from the place of hiring.
38. If the vehicle is not provided continuously for 03 days, NHIDCL reserves the right to terminate the contract immediately.
39. Bid Security:
- The bidders shall furnish, as part of the bid, an Earnest Money/Bid Security of the amount as specified in the documents.
- The Earnest Money/ Bid Security shall be in the form of TDR/BG valid for a period of 45 days, beyond the bid validity period in the name of Executive director, NHIDCL payable at Guwahati and delivered personally in the office of RO Guwahati.
- Any bid not accompanied by an acceptable Earnest Money/Bid Security shall be rejected by the Employer as non-responsive.
- The Earnest Money of successful bidders will be returned within 90 days after submission of Bank Guarantee.
- The bids shall be valid for 120 days from the date of opening of financial bid.
- The Earnest Money of unsuccessful bidders will be returned after award of work or 30 days from opening of financial bid whichever is earlier.
40. The Bid Security/EMD will be forfeited:
- If the Bidder withdraws the Bid after its submission.
- If the successful Bidder fails to submit Bank Guarantee; or
- If the successful Bidder fails to sign the Agreement.

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41. Successful Bidders needs to submit a Bank Guarantee as PBG amount of Rs. 3,00,000 (Three Lakhs Only) for each vehicle in favour of EP (P) Regional office, Guwahati within 15 days after award of work. Bank Guarantee should be unconditional.

42. In case the agencies fails to provide valid contact details (Telephone/Mobile No., E-mail & Address), the bid may be rejected.

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TECHNICAL BID FOR HIRING OF VEHICLE: **Annexure-II**
(To be submitted subscribing “Technical Bid”)

Name of work: Providing & supplying of commercial vehicle 4 Nos. (02 Scorpio & 02 Innova Crysta) on monthly basis for NHIDCL Regional Office-Guwahati in the state of Assam

1.	Name of the Agencies/Individual with full address with Pin code, telephone No & e-mail etc, Reg No. etc.	
2.	Address Proof (Voter ID, Aadhar Card etc.) (Please attach self certified copy)	
3.	PAN No. of the Agencies/ Individual allocated by the Income Tax Department. (Please attach self certified copy)	
4.	GST Registration No. (Please attach self certified copy)	
5	Details of the vehicle offered : a) Registration No. b) Owner Name c) Model No./Year d) Kms Run till date e) Color of Vehicle f) Other information (if any) (Details be provided for each vehicle Separately: separate sheets may be attached if required. In case the vehicles are not in own name, notarized agreement with the owner may be attached)	
6	Earnest money details DD No. and name of issuing Bank	

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Undertaking (Part of Annexure-II)

Name of work: Providing & supplying of vehicle 4 Nos. (02 Scorpio & 02 Innova Crysta) on monthly basis for NHIDCL Branch Office-Guwahati in the state of Assam.

1. I/We hereby certify that the information furnished above is true and correct in all respect to the best of my/our knowledge. I understand that in case any deviation is found in the above Statement at any stage; I/We will be blacklisted and will not have any dealing with the department in future.
2. I/We undertake that, I/We have carefully studied all the terms and conditions as indicated in Annexure-I and under stood the parameters of the proposed requirement of vehicle and shall be abided.
3. If the bids is accepted, I/We hereby agree to abide by and fulfil all the terms and provisions of the said conditions as indicated in Annexure-I so far as applicable.
4. I/We have not blacklisted by any Organization/Department as on the date of submission of bid.

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FINANCIAL BID FOR HIRING OF VEHICLE**PROFORMA FOR QUOTING RATES
(TO BE SUBMITTED SUBSCRIBING “FINANCIAL BID”)**

Name of work: Providing & supplying of vehicle 4 Nos. (02
Scorpio & 02 Innova Crysta) on monthly basis for NHIDCL Regional
Office- Guwahati in the state of Assam,

Name and Address of the
Companies/Firms/ Agencies/Individual:

Contact Details (Mobile No. & E-mail ID):

Sl. No.	Type & Location of Vehicles	Type of Cost	Rate be quoted by the Bidder (Per Vehicle) inclusive of all taxes	
			In Figures	In Words
1	Scorpio for Guwahati.	Rate Per Month for 3000 Km Rate Extra Per KM beyond 3000 KM		
2	Innova Crysta (One Bucket seat) for Guwhati	Rate Per Month for 3000 Km Rate Extra Per KM beyond 3000 KM		

1. The lowest bidder for contract is the one who quotes lowest rate for 3000 Km per month.
2. The total amount quoted in words shall be the sole guided factor for financial evaluation of bidders.
3. Annexure „I“ for terms & conditions shall be the part of bid and hence shall be duly signed by the Bidder.

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4. The quoted rates (Fixed & Flexible) for hire charges per month include salary of the driver per month, cost of all lubricants, routine maintenance, toll tax, Parking Charges if any including cost of spares etc and any other incidentals as required. The quoted rate shall be inclusive of GST and all other taxes, if any.
5. The payment will be made on monthly basis within 10 days after submission of bill. Total payment per vehicle will be fixed cost plus flexible cost calculated as per the actual Kms run for each month. There will be extra payment for night charges, change in location of vehicle within Assam or any other reason whatsoever.
6. NHIDCL reserves the right to sign the agreement with more than one Companies/Firms/Agencies/Individual within the submitted bids for hiring of vehicle for different locations based on the quoted rates.

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