

Tender no:PLB.325/2013/22

dated 13/06/2014

**TENDER
FOR HIRING OF LIGHT VEHICLES ON LONG TERM USE
IN THE OFFICE OF THE STATE COORDINATOR, NRC, POLITICAL DEPARTMENT,
GOVERNMENT OF ASSAM
ASSAM SECRETARIAT, CM'S BLOCK, GUWAHATI-06**

**ISSUED BY
POLITICAL DEPARTMENT, GOVERNMENT OF ASSAM**

Contents

SECTION I3
 NOTICE INVITING TENDER3
SECTION II4
 BID FORM4
SECTION III5
 BIDDER’S PROFILE5
SECTION IV6
 INSTRUCTIONS TO BIDDERS6
SECTION V11
 GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT11
SECTION VI12
 SPECIAL CONDITIONS OF CONTRACT12
SECTION VII14
 AGREEMENT FOR VEHICLE HIRE14
SECTION VIII16
 HIRE ORDER16
SECTION – IX17
 FINANCIAL BID17
APPENDIX -118
 EXPERIENCE CERTIFICATION18
APPENDIX 219
 BANK GUARANTEE FOR PERFORMANCE SECURITY19

SECTION I

**THE OFFICE OF THE STATE COORDINATOR, NRC, POLITICAL DEPARTMENT,
GOVERNMENT OF ASSAM
ASSAM SECRETARIAT, CM'S BLOCK, GUWAHATI-06**

Tender no:PLB.325/2013/22

Dated 13/06/2014

NOTICE INVITING TENDER

Sealed quotations are hereby invited affixing court fee stamp worth Rs. 8.25 (Rs. Eight and Twenty five Paisa) only/- from persons/bidders/ Tours and Travel having a fleet of minimum 10 vehicles with experience of 3 years or above for hiring of Vehicle to the Office of the **State Coordinator, NRC, Political Department, Government Of Assam, Assam Secretariat, CM's Block, Guwahati-06 on daily and monthly basis.**

• **Schedule to the invitation of Tender:**

1	Date of issue Of Bid Document	10.30 Hrs. of 13/06/2014
2	Time and last Date of depositing tender/bid	1400 Hrs. of 03/07/2014
3	Time and date of opening of Qualifying Bid	1500 Hrs. of 03/07/2014
4	Place of opening Tender	O/O the State Coordinator, NRC, CM's Block, Assam Secretariat, Guwahati

• **Service to be provided :** Hiring of 5 (five) numbers of Light vehicles on monthly basis:

Sl	Vehicle type	Number of vehicle to be deployed*
1	Innova/Scorpio/Xylo	1
2	Indigo/Swift Desire/Verna	1
3	Indica/Figo	1
4	Bolero/Sumo	1
5	Maruti van	1
	Winger as per requirement	

*This number of vehicles is indicative only. The actual number of vehicles to be supplied in different categories would depend on requirement placed by Department.

- **Duration of contract :** One Year from the date of Award of contract
- **Bid Security:** Rs. 10,000/- (Rupees Ten Thousand Only) in the form of a Bank Guarantee in favor of Commissioner & Secretary, Political Department with validity for 180 days from the date of issue of Tender document.
- Intending eligible bidders may obtain Bid Document form the Office of the State Coordinator, NRC, Political Department, Assam Secretariat, CM's Block, Guwahati-06 on payment of Rs.250/-(Rs.Two Hundred and Fifty only), which is non refundable, in the form of Demand Draft or Banker's Cheque in favour of Commissioner & Secretary, Political Department, payable at Dispur with minimum 90 days validity from the date of issue of the Tender document.

Sd/

**State Coordinator, National Registration (NRC), Assam cum
Commissioner & Secretary, Political Department,
Govt of Assam**

SECTION II

BID FORM

To

**State Coordinator of National Registration (NRC),
Cum Commissioner & Secretary, Political Department,
CM's Block, Assam Secretariat, Guwahati-06**

Dear Sir,

1. Having read the conditions of contract and services to be provided the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide commercial vehicle in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum as mentioned in tender document for due performance of the Contract.
4. We agree to abide by this Bid document for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof, in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us are properly sealed and prepared so as to prevent any subsequent replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this day of 2014.

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of.....

Witness.....

Address

Signature.....

SECTION III
BIDDER'S PROFILE

General:

1. Name of the Bidder/Firm :
2. Address of the firm :
3. Telephone numbers with STD code (O), Mobile number& Fax number :
4. Detail of Trade Licence¹ :
5. Name of Proprietor/Partners/Directors :
6. Bidder's bank, its address and his current account number :
7. Infrastructure capabilities :

Particulars of vehicles available with the Bidder:			
Sl	Vehicle Type	Vehicle Number	Registration number
1			
2			
3			
4			
5			

I/We hereby declare that the information furnished above is true and correct.

Place:

Date:

Signature of Bidder/Authorized signatory.....
Name of the Bidder.....

Seal of the Bidder

¹ Attach a copy of the Trade Licence

SECTION IV

INSTRUCTIONS TO BIDDERS

The Office of the State Coordinator, NRC, Political Department, Govt of Assam would be referred in the document as the Department and the individual/bidder/tours and travel participating in the bid would be referred as bidder.

A. SERVICES TO BE PROVIDED

1. **Service :** Provision of registered vehicles with licensed drivers on hiring basis for running in the state of Assam State. The Vehicles would be required to be stationed at the Department, GS Road, Guwahati. The Vehicles would be required for transportation within Guwahati, and also to other districts of the state as and when required.
2. **Period of contract:** Under normal circumstances the contract shall be valid for a period of one year from date of issue of work order.
3. **Quantity :** Five (5) numbers of vehicles would be hired on monthly basis as given below. However it should be clearly noted that the Department shall place the order only as per the actual requirement from time to time.

Sl	Vehicle type	Number of vehicle to be deployed*
1	Innova/Scorpio/Xylo	1
2	Indigo/Swift Desire/Verna	1
3	Indica/Figo	1
4	Bolero/Sumo	1
5	Maruti van	1
	Winger as per requirement	
*This number of vehicles is indicative only. The actual number of vehicles to be supplied in different categories would depend on requirement placed by Department.		

4. **Duty Hours:** Ten hours per day on all days of month except Sundays. However actual duty hours shall be specified by actual users of vehicles.
5. **Notice Period:**
 - 5.1 For regular requirements one day in advance.
 - 5.2 Telephonic intimation shall be considered as notice.
6. **Reporting Place :** The Department.
7. **Accuracy of meters :** All the vehicles should have a working milometer. The meter reading should tally the actual distance of run at any instant and authorized officer shall have full power to check up the meter for its correctness and to take action accordingly.
8. **Penalties :**
 - 8.1 In case of break down, vehicles have to be replaced by other immediately or not more than one hour. In case of non- availability of suitable vehicle a penalty up to Rs. 200/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs. 500/- per break down shall be imposed.
 - 8.2 In case of non-availability of vehicles penalty of Rs. 500/- per day shall be imposed in addition to deduction at pro-rata basis for that day.

9. Special

9.1 Intending bidder must have a telephone/Mobile phone where requirements requisition of vehicles can be conveyed 24 hrs. Telephone No. must be specified in the bid.

9.2 The financial bid would be exclusive of fuel cost.

9.3 The financial bid would be inclusive of VAT. Department would deduct VAT, Income Tax and any other Government Tax (as applicable) at source at the time of release of payment.

9.4 Payment of any Govt. tax or duty for plying the vehicles in Assam State will be liability of transporter.

9.5. The cost of fuel for transporting from garage to and fro the place of reporting would not be borne by the Department.

9.6 Parking and Toll charges, if any, may be claimed by producing the parking/ Toll slips.

9.7 If monthly run is less than 1000 kms in month, than balance kms shall be brought forward and adjusted in next three months.

B. Eligibility Qualifications

Eligibility Qualifications		
This invitation to submit Bids to the Tender Document is open to those bidders who meet the following eligibility criteria. Documents to be submitted to testify eligibility is also listed		
S. No.	Eligibility Conditions	Documentary proof to be submitted
1	Submission of Bid Security	Rs. 10,000/- (Rupees Ten Thousand Only) in the form of a Bank Guarantee in favor of Commissioner & Secretary, Political Department with validity for 180 days from the date of issue of Tender document.
2	The bidder should own or have on lease sufficient vehicles (minimum ten) of model not older than year 2013.	The proof of ownership or lease holding
		Clear declaration that the firm will be able to supply vehicles of model not older than 2013
3	The bidder shall have an experience of minimum period of 3 years for similar type of contract of supplying not less than 5 vehicles/cars to Govt. organization/Private organization on monthly basis and daily basis.	Detail of experience as per format given at Appendix 1.
		Copies of certification from earlier Department/Departments.
4	The bidder should not have ever been blacklisted by any State/Central Government Department/PSU/Agency in the past for breach of general or specific conditions of contract, fraudulent, unethical or corrupt business practices.	Declaration of same on the Letter Head of Firm.
5	Other Documents (to be submitted by the bidder along with the proposal)	Non refundable court fee stamp of Rs.8.25 (Rupees eight & paisa twenty five) only.
		Bid document fee of Rs 250.00/- in the form of Demand Draft/Bankers Cheque in favour of Commissioner & Secretary, Political Department, payable at Dispur
		The proposal document shall be signed by the proposer in all the pages with official seal.
		Any other information, which may be useful in the process of evaluation

C. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of the bid. Department in no case be responsible for these costs regardless for the conduct or outcome of the bidding process.

D. Bid Document

Bid document is in two parts (a) Technical bid and (b) Financial Bid,

The Technical bid consists of :

- a. Notice Inviting Tender
- b. Instructions to bidders
- c. General condition (Commercial) of the contract
- d. Special conditions of contract if any
- e. Schedule of requirement and Hire Charges
- f. Services to be provided
- g. Bid security
- h. Declaration.

The Financial bid consists of

- a. Rate schedule

The bidder is requested to examine all instructions, forms, terms and specification in the Bid documents. Failure to furnish all the information required as per Bid documents or submission of the bids not substantially responsive to the Bid documents in every respect will be at the bidder's risk and may result in rejection of the Bid.

A prospective bidder requiring any clarification on the Bid document shall notify the authority in writing. The Department shall respond in writing to any request for the clarification of bid document which it receives not later than 3 days prior to the date of opening of Tender.

E. Amendment to bid document

At any time prior to the deadline for submission of Proposal, the Department may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the Bid document by the issuance of Addendum/ Amendment/Corrigendum and posting it on the Official website.

In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Department may, in its sole discretion, extend the last date of submission.

F. Bid Form

The bidder shall complete the Bid Form and the appropriate price schedule furnished in the bid document covering the services to be rendered. The quality and price schedule as per Financial bid.

G. Bid Price

- i. The bidder shall quote as per price schedule given in financial bid for all types of vehicles given in the schedule of requirement giving.
- ii. The price quoted by the bidder shall remain fixed during entire period of contract & shall not be subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

iii. "Discount" or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

H. Bid security

i. The Applicant shall furnish as part of its Proposal, a Bid Security of **Rs. 10,000/-** (Rupees Ten Thousand Only) in the form of a Bank Guarantee in favor of Commissioner & Secretary, Political Department with validity for 180 days from the date of issue of Tender document. The Bid Security will be returned to unsuccessful Applicants within 30 (thirty) days from date of finalization of order. The Bid Security of the selected Applicant shall be returned, upon the Applicant signing the Agreement. Any Bid not accompanied by the Bid Security shall be rejected by the Department as non- responsive.

ii. The Department shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

iii. The Bid Security may be forfeited.

- a) If bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form.
- b) If the successful bidder fails
 - i) to sign contract in accordance with the clause N of section 4 specified in the tender document
 - ii) to furnish performance security

I. Submission of bids

i. The bids should be submitted duly sealed and addressed to the Department and deposited in tender box or sent by courier/speed /regd. Post on or before 14:30 hrs of due date.

ii. Any bid received after the dead line for submission of bids shall be rejected and returned to the bidder.

iii. Method of preparation of bid:

- a. Bid for each tender should be submitted in envelopes placed inside a main cover. These envelopes should contain the following;

Envelope	Marked on the cover	Contents of Envelope
First	Bid Security (EMD)	Containing Bid security and the Cost of tender Document
Second	Technical Bid	Containing documents establishing eligibility of the bidder to participate in the tender
Third	Financial Bid	Rates duly quoted by the Bidder in the prescribed format.

On all these envelopes the name of the firm and whether "Bid security" OR "Technical bid" OR "Financial bid" must be clearly mentioned and should be properly sealed (with sealing wax/packing PVC tape). These envelopes are to be placed inside an outer envelope and properly sealed (with sealing wax/Packing PVC tape). **The Bids that are not submitted in above mentioned manner should be summarily rejected.**

All envelopes (3 inner & one outer) must bear the following on the left hand top corner side:-

TENDER FOR HIRING OF VEHICLE "NOT TO OPEN BEFORE (DUE DATE OF TENDER)"
(Tender no.....)

- i. All envelopes (3 inner & one outer) must bear the full address of the tendering authority at the center of envelope.
- ii. All envelopes (3 inner & one outer) must bear the full name and full address of the Bidder at the bottom right hand side corner of the envelope.

- b. The Bid with conditions other than those specified in the Bid document is liable to be summarily rejected. No modification by the bidder in any of the conditions will be permitted after the Bid is opened.

J. Bid opening

The Department shall open bids in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date. Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening.

K. Evaluation

- i. Bidders who have submitted the valid Bid Security, i.e., EMD as per requirement shall be considered for further evaluation. Absence of Bid Security may lead to summary rejection of the bid.
- ii. The Department shall evaluate the bids to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are generally in order.
- iii. If there is discrepancy between words and figures the amount in words shall prevail prior to detailed evaluation, the Department will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which confirms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by the Department.

❖ **Technical Evaluation:** The Department will evaluate if the bidder comply with all the eligibility conditions given in point B of section IV provided in the tender document. If the bidder ensures compliance to all eligibility conditions and furnish all documentary proof of the same, they would be considered for participation in the financial bid.

❖ **Financial bids** shall be opened of those bidders whose qualifying bids found successful.

L. Award of Contract

The Department shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within 10 days of issue of letter of intent, give his acceptance along with performance security in given format at Appendix 2.

M. Right to vary quantities

The Department reserves the right at the time of award of contract to increase or decrease the required quantity of services specified in the schedule of requirements without any change in hiring charges of the offered quantity of other terms and conditions.

N. Signing of Contract

Signing of Agreement shall constitute the award of hiring contract on the bidder. Upon the successful bidder furnishing the Performance Security the Department shall release its bid security.

O. Annulment of Award

Failure of the successful bidder to comply with the requirement of clause N shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which even the Department may make the award to any other bidder at the discretion of the Department or call for new bids.

P. Period of validity of bids

The bid shall remain valid for one year after the date of opening of bids. A bid valid for a shorter period shall be rejected by the Department as non-responsive. A bidder accepting the request of the Department for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

SECTION V

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. Application

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein unless otherwise agreed by the Department.

2. Performance Security

2.1 The successful bidder shall be required to deposit an amount of Rs 10,000/- (Rupees Ten Thousand Only) within 2 weeks of conveying the Department's intention for accepting the bid as Performance Security in form of Bank Guarantee valid for 1 (one) year.

2.2 Performance Security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank and the Performa provided in Appendix 2 of the bid document.

2.3 Performance Security will be discharged after completion of bidder's performance obligations under the contract.

2.4 If the bidder fails or neglects any of his obligations under the contract it shall be lawful for the Department to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

3. EXECUTION TIME LIMIT

3.1 The time period as stipulated in the contract or letter of intent shall be deemed to be essence of the contract.

4. PAYMENT TERMS

4.1 Monthly bills shall be submitted in duplicate to the authority specified in contract along with duty slips duly signed by the user.

5. Termination of Contract

5.1 The Department without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts.

(a) If the bidder fails to arrange the supply of any or all of the vehicles within the period(s) specified in the contract or any extension thereof granted by the Department.

(b) If the bidder fails to perform any other obligation (s) under the contract.

5.2 Department may without prejudice, to other rights under law or the contract provided get the hiring of vehicles done at the risk and cost of the bidder, in above circumstances.

6. Termination for insolvency

Department may also by giving written notice and without compensation to the bidder terminate the contract if the bidder becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

7. Force Majeure

7.1 If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of the Department as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

8. Arbitration

8.1 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the State Coordinator, NRC, Assam.

8.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

8.3 The venue of the arbitration proceeding shall be Department.

9. Set Off

Any sum of money due and payable to the successful bidder (including security deposit refundable to him) under this contract may be appropriated by the Department and set off the same against any claim of the Department for payment of a sum of money arising out of this contract or under any other contract made by bidder with the Department.

SECTION VI

SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the instruction to the Bidders as contained in section IV and general (commercial) conditions of the contract as contained in section VI and wherever there is a conflict, the provisions herein shall prevail over those in section IV and section VI.
2. In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. Department reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with Political or any other Government Department.
4. Department reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
5. The liability under relevant sections of Motor Vehicle Act 1968 and IPC causing death or permanent liability developed in the vehicle supplied by the bidder, the hiring authority has no responsibility of whatsoever and will not entertain any claim in this regard under the provision of the law.

6. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the bidder and any breach of such laws or regulations shall be deemed to be breach of this contract.
7. The bidder shall assign the job of driving of hired vehicles only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/ officials while running the vehicle by ensuring safe driving.
8. The bidder shall when called upon to do so, place at the disposal of the Department such number of vehicles as may be required although the number of vehicles so demanded may be more than the number of vehicles he is required to supply for the purpose of execution of the contract at same rate and terms and conditions.
9. All vehicles supplied shall have insurance cover and payment of such insurance will be the liability of the bidder.
10. In no case a vehicle which is not registered for the commercial purpose shall be supplied to the Department and taxes etc. due to on such vehicles shall be liability of the bidder.
11. The bidder shall send the vehicle for periodical servicing at the cost of the bidder, and the Department will not pay any mileage run for such servicing nor any deduction be made for the duration involved in such servicing. The cost of lubricants, repairs, maintenance, taxes insurance, etc. will be to the bidder's liability.
12. Department reserves right to counter offer price against price quoted by the bidder.
13. Regular checking of the working condition of the milometer by the designated transport authority may be done by the bidder, and requisite Certificate may be shown to the Department as and when demanded.

SECTION VII
AGREEMENT FOR VEHICLE HIRE

This agreement is made on this _____ day of 2014 between M/s _____ (herein after called the Transporter whose term includes its successors and assignees) whose registered office is at _____ and is registered under _____ and acting through its authorized official Shri.....and between Sh. _____, State Coordinator, NRC cum Commissioner & Secretary, Political Department, Govt of Assam.

Now, these present witnesses and it is hereby agreed and declared by and between the parties to these present as followings.

1. The Transporter shall during the period of this contract that is to say from _____ to _____ or until this contract is determined by such notice as herein after mentioned, will provide 5 (five) vehicles not older than 2013 year model, on the rates accepted as described in schedule X to this agreement. It is agreed by the Transporter that number of vehicles required is likely to change and may be demanded according to the exigencies of service by Department.
2. The Transporter shall comply with all the terms and conditions of the tender document which are integral parts of this agreement and also the following.
3. The Transporter shall deposit an amount of Rs 10,000/- (Rupees Ten Thousand Only) within 2 weeks of receiving the Department's intention for accepting the bid as Performance Security in form of Bank Guarantee valid for 1 (one) year. If the bidder fails or neglects any of his obligations under the contract it shall be lawful for the Department to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.
4. The Department shall place an order for their requirement and will receive acknowledgement from the Transporter for supply of vehicles. It is anticipated that the Transporter will supply vehicles to these authorities on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.
5. The Transporter agrees with the Department and with each authority competent to order that every contract of hire order should be subject to the terms of this Agreement for vehicle Hire and in the event of a conflict between these terms and the terms in hire order, the terms of this Agreement for vehicle Hire shall prevail.
6. Transporter will provide vehicles to the Department not older than one year (say 2013 model) and registered for the commercial purpose only.
7. All the vehicles should have insurance cover and insurance cost, taxes etc. due on such vehicles shall be the liability of the transporter.
8. The Transporter should provide the particular model or make of vehicle as agreed upon in the contract. If for any reason whatsoever the Department is not happy with the condition of the vehicle provided, the Transporter's nearest office will be informed immediately and they should accept and liability to replace it as per requirement. If for any reason the Transporter is not in a position to provide a substitute vehicle as demanded by the Department then the Department will be free to engage a vehicle from the open market and debit the expenditure on account of it on the claims payable to the Transporter.
9. Transporter will submit bills on monthly basis for release of payment.
10. The transporter shall ensure that the driver of the vehicles maintain log books and are provided with duty slips where date, time, KMs reading and places visited are to be filled in and signed by the users/ The Department officials. On the basis of these duty slips, the bills shall be raised to The Department

by the transporter. The Vehicles would be parked at or within 1 KM distance of the Office of the State Coordinator, NRC. The cost of fuel for transportation from garage to the place of reporting would not be borne by the Department.

11. If the Transporter fails to provide vehicles to the Department as per terms specified in the tender document and if the service is not found satisfactory enough, the Department shall have the right to terminate the contract in whole or part as per clause 5 of Section V of Tender Document.
12. In the event of any mechanical failure/ breakdown of vehicle after it has reported duty, the transporter shall arrange for replacement by another Commercial Vehicle. Not-compliance may attract penalty as per Clause 8.1 of Section IV of Tender Document.
13. In the event of failure on the part of transporter to supply vehicles as mentioned in the preceding paragraph, penalty as per Clause 8.2 of Section IV of Tender Document shall be imposed.
14. In case of any accident resulting in loss or damage to property or life, the sole responsibility for any legal or financial implication would rest with the transporter. Department shall have no liability whatsoever.
15. That transporter is liable for any legal dispute/cases/claims that have arisen or may arise during the currency of the agreement in respect of vehicles provided by transporter. Department will not be liable for any loss, damages, etc. suffered/ to be suffered by transporter or third party as the case may be.
16. If for any reason the Department is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the hire period, it will be reported to the Transporter in writing. The Transporter without raising any dispute on such assessment by the Department regarding the standard of the vehicle provided or quality of service rendered by them may immediately replace it with another commercial vehicle on receipt of such complaint.
17. The Transporter shall also be liable for all fines, penalties, and the like of parking, traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period and any toll Charges or entry Taxes payable locally and the Transporter accordingly indemnifies the Department against all such liability.
18. The Transporter shall not act as a broker for other hire companies or any individual and the contract will be valid only if the company signing the contract supplies the vehicles themselves from their own fleet.
19. If the Transporter institutes any legal proceedings against the Department to enforce any of its rights under this agreement it shall be in the legal jurisdiction of The Department where the vehicle has been hired and not the place where the Transporter has his registered office.

Signed _____

Signed _____

For and on behalf of the NRC, Assam

For and on behalf of the Transporter

Name (caps) _____

Name (caps) _____

Position _____

Position _____

Date _____

Date _____

In the presence of Witnesses

In the presence of Witnesses

1.

1.

2.

2.

SECTION VIII

HIRE ORDER

(Only by specified authority)

This document is subject to the terms of the Agreement for vehicle hire.

Agreement dated _____ between _____ (the Transporter) and _____, the Authority (the State Coordinator, The Department)

Order details

Office of State Coordinator NRC's order number _____

Transporter's reference _____

Name of hiring office _____

Designation of authority hiring _____

Delivery address

Vehicle details

Make _____

Model (year of manufacture) _____

Fuel used _____

Horse Power (cc) _____

Euro I/II _____

Any other details _____

Hire details

Vehicle delivery date _____

Period of hire (months) _____

Monthly hire charge Rs. _____

Signed
Name (caps).....
Position: State Coordinator, NRC, Assam
Date:

SECTION – IX

FINANCIAL BID

SCHEDULE OF HIRE CHARGES

Sl.No.	Vehicle Type	Monthly Rate* (to be quoted for one vehicle in each type)			Per Day Rate* (to be quoted for one vehicle in each type)			Remarks
		Vehicle Hire	Driver Wages	Total	Vehicle Hire	Driver Wages	Total	
1	Maruti Van (Non AC)							
2	Indica Vista (AC)							
3	Figgo (AC)							
4	Indica (Non AC)							
5	Indigo (AC)							
6	Bolero (AC)							
7	Scorpio (AC)							
8	Xylo (AC)							
9	Innova (AC)							
10	Sumo Deluxe (AC)							
11	Winger (Non AC)							
12	Swift Desire (AC)							
13	Verna (AC)							

***The Rate is exclusive of fuel charge and inclusive of service tax, income tax and all other government taxes (which would be deducted at source at the time of payment).**

Dated _____/_____/_____

Signature of the Bidder

Name of Bidder _____

APPENDIX -1
EXPERIENCE CERTIFICATION

Experience of minimum period of 3 years for similar type of contract of supplying not less than 5 vehicles/cars to Govt. organization/Private organization on monthly basis and daily basis.

Detail of experience in similar type of contract					
SL.	Description of work undertaken	Name & Address of the Agency that awarded the work	Value of the work (Rs)	Date of work order	Date of completion of work
(a)	(b)	(c)	(d)	(e)	(f)
1					
2					
3					
4					
5					
6					
7					
8					

This is to certify that the information contained in table above is true and correct.

Name of the Applicant:

Signature of the Applicant:

Date:

Seal of Applicant:

APPENDIX 2

BANK GUARANTEE FOR PERFORMANCE SECURITY

FORMAT FOR BANK GUARANTEE FOR PERFORMANCE SECURITY
UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE

Bank Guarantee No. _____ Dated _____

_____ (Name of the Bank) _____

_____ (Hereinafter referred to as the “Bank”)

Beneficiary of Bank Guarantee

State Coordinator, National Register of Citizens Updation Project, Assam &
Commissioner & Secretary, Political Department,
CM Block, Assam Secretariat, Dispur-06

Context of Bank Guarantee

Performance Security in pursuance of Clause 3 of the Contract Agreement dated _____ (hereinafter referred to as the “Agreement”), executed between the State Coordinator, NRC, Cum Commissioner & Secretary, Political Department, Govt of Assam (hereinafter referred to as the “Department”) and

_____ (hereinafter referred to as “Bidder”) for supplying vehicles on hire for the office of State Coordinator, The Department (hereinafter referred to as the “Work or Services”), however, such context of the Bank Guarantee or reference to the Agreement in this Bank Guarantee shall in no manner be relied upon at any stage or adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee.

Operative part of the Bank Guarantee

At the request of the Bidder, we _____,

_____ (name and address of the bank), (hereinafter referred to as the “Bank”), do hereby unconditionally and irrevocably affirm and undertake that we are the Guarantor and are responsible to the Department i.e. the beneficiary on behalf of the Bidder, upto a total sum of Rs. _____ (Rupees _____ only), such sum being payable by us to the Department immediately upon receipt of first written demand from the Department.

We unconditionally and irrevocably undertake to pay to the Department on an immediate basis, upon receipt of first written demand from the Department and without any cavil or argument or delaying tactics or reference by us to the Bidder and without any need for the Department to convey to us any reasons for invocation of the Guarantee or to prove the failure to perform the Services as per requirements on the part of the Bidder or to show ground or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of Rs. _____ (Rupees _____ only).

We hereby waive the necessity of the Department to demand the said amount from the Bidder first prior to serving a Demand Notice upon us for the encashment of this Bank Guarantee amount.

We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the Department that the Department shall, be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to him by the Bidder, which are recoverable by the Department by invocation of this Guarantee.

This Guarantee will not be discharged due to the change in constitution of the Bank or the Bidder. We undertake not to withdraw or revoke this Guarantee during its currency/validity period, except with the previous written consent of the Department.

We unconditionally and irrevocably undertake to pay to the Department any amount so demanded not exceeding Rs. _____ (Rupees _____ only) notwithstanding any disputes raised by the Bidder or anyone else in any suit or proceedings before any arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the Department, shall be valid discharge of our liability for payment under this Guarantee and the Bidder shall have no claim against us for making such payment.

This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until _____.

Notwithstanding any clause contained herein:

Our liability under this Bank Guarantee shall not exceed Indian Rs. _____ Thousand (Rupees _____ Thousand only).

This unconditional and irrevocable Bank Guarantee shall be effectively valid from _____ to _____.

We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable Bank Guarantee only and only if the Department serves upon us a written claim or demand on or before _____.

Authorized Signatory

For Bank

Notes:

- 1. The Bank Guarantee should contain the name, designation and Code number of the Officer(s) signing the Guarantee.*
- 2. The address, telephone no. and other details of the Head office of the Bank as well as the issuing Branch should be mentioned on the covering letter of the issuing Branch.*