

National Handloom Development Corporation Limited (A Government of India Undertaking)

Corporate office:
Wegmans Business Park, tower 1, Plot No. 3,
Sector Knowledge Park – 3, Surajpur Kasna road,
Greater Noida – 201 306

Tender document
For
"Empanelment of Agencies/Firm for Hiring of Taxi Services"

RFP Ref No: NHDC/Taxis/2018-19/002

Disclaimer

- This document is neither an agreement nor an offer by National Handloom Development Corporation Ltd (hereinafter referred to as NHDC) to the prospective Applicants or any other person. The purpose of this document is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this document.
- 2. NHDC does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this document and it is not possible for NHDC to consider particular needs of each party who reads or uses this document. This includes statements which reflect various assumptions and assessments arrived at by NHDC in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this document and obtain independent advice from appropriate sources.
- 3. NHDC will not have any liability to any prospective Applicant/ Firm/ or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this document, any matter deemed to form part of this document, the award of the Assignment, the information and any other information supplied by or on behalf of NHDC or their employees, any Advertising agency or otherwise arising in any way from the selection process for the Assignment. NHDC will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this document.
- 4. NHDC will not be responsible for any delay in receiving the proposals. The issue of this document does not imply that NHDC is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the services and NHDC reserves the right to accept/reject any or all of proposals submitted in response to this document at any stage without assigning any reasons whatsoever. NHDC also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the Application.
- 5. The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. NHDC accepts no

- responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- 6. NHDC reserves the right to change/ modify/ amend any or all provisions of this document. Such revisions to the document / amended document will be made available on the website of NHDC.

Notice Inviting Tender

- 1. National Handloom Development Corporation Ltd (NHDC), a Govt. of India Undertaking, Ministry of Textile, invites bids through two stages (Technical bid and Financial Bid) against tender document for Empanelment of Agencies/Firm for Hiring of taxi Services".
- 2. The tender document may be downloaded from www.nhdc.org.in, https://www.gem.gov.in (for reference only) and CPPP site https://eprocure.gov.in/epublish/app as per the schedule as given in CRITICAL DATE SHEET as under.

CRITICAL DATE SHEET

1	Published Date	12/09/2018
2	Bid Submission Start Date and Time	12/09/2018
5	Bid Submission End Date and Time	27/09/2018 at 1500 hrs
6	Bid Opening Date and Time	28/09/2018 at 1600 hrs

- 3. Intending tenderers are advised to visit National Handloom development Corporation's website www.nhdc.org.in and CPPP site https://eprocure.gov.in/epublish/app regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.
- 4. EMD and Bid document cost:

Cost of Bid document	INR 1,000 (Indian Rupees One Thousand only) in the form of DD
	from a Nationalized bank in India and drawn in favour of National
	Handloom development Corporation Ltd, Greater Noida.
Earnest money deposit	Rs. 25,000/- in the form of DD from a Nationalized bank in India and
	drawn in favour of National Handloom development Corporation Ltd,
	Greater Noida.

- 5. NSIC registered agencies as well as individual under self employed are exempted for EMD and bid document fee
- 6. Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet. After opening of Technical bid the results of their qualification as well Financial Bid opening will be intimated later.
- 7. Submission of Bids:

The bidders are required to submit two separate Bids i.e. Technical Bid and Financial Bid.

The two bids should be submitted in separate sealed envelope superscribed as "Technical Bid for Hiring of Taxis" and "Financial Bid for Hiring of Taxis". Both sealed envelopes should be put in a third sealed envelope super scribed as "Empanelment of Tender for Hiring of Taxis".

Envelope of Technical Bid shall be with EMD and Tender fee. Technical Bid not accompanied with EMD and bid document cost is liable to be rejected.

INTRODUCTION

National Handloom Development Corporation Limited (NHDC) was set up in February 1983 as a Public Sector Undertaking by the Government of India as an autonomous body under the Companies Act 1956 in pursuance of the imperative need for a National Level Agency to assist the speedy development of the Handloom Sector by coordinating all action covering the procurement and supply of inputs at reasonable prices augmenting the marketing efforts of State upgrading the technology in the Handloom Sector & improving productivity.

OBJECTIVE

NHDC invite proposals for the Empanelment of Firms/Agency/service provider interested in providing Taxis/vehicle on monthly basis for the day to day movement of its official.

SUBMISSION OF BIDS: GENERAL TERMS AND CONDITIONS

All bids must be accompanied by Tender fee of Rs. 1,000/- (One Thousand) and Bid Security (EMD) of Rs 25,000 in the form of Demand Draft from any Nationalized/commercial banks in favour of "National Handloom Development Corporation Ltd" payable in Greater Noida. Nonsubmission of Earnest Money Deposit and Tender fee will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD of successful bidder will be returned on submission of the Performance Bank Guarantee of 10% of Tender value in the form of Bank Guarantee/Demand Draft from any Nationalized/commercial banks in favour of "National Handloom Development Corporation Ltd" payable in Greater Noida.

The bidders are required to submit two separate Bids i.e. Technical and Financial. The two bids should be submitted in two separately sealed envelopes superscribed "Technical Bid for Hiring of Taxis in NHDC" and "Financial Bid for Hiring of Taxis in NHDC".

Both sealed envelopes should put in a third sealed envelope super scribed as "Empanelment of Tender for Hiring of Taxis in NHDC, Greater Noida".

Demand draft of Tender Fee and EMD should be submitted with Technical Bid and should reach the given address on or before Bid Opening Date & Time as mentioned in Critical date Sheet.

National Handloom Development Corporation Ltd, Wegmans Business Park, Tower 1, 4th Floor, Sector Knowledge Park – 3, Surajpur Kasna Road, Greater Noida – 201306.

GENERAL TERMS AND CONDITIONS

1. COST OF BIDDING

The Bidder shall bear all the costs associated with the preparation and submission of its bid and NHDC, hereinafter referred to as the purchaser, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

2. BIDDING DOCUMENT

The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidders' risk and may result in the rejection of its bid without any further reference to the bidder. Bidder should strictly submit the bid as per tender failing which bid will be rejected as non-responsive.

3. LANGUAGE OF BIDS

The bids prepared by the bidder and all correspondence and document relating to the bids exchanged by the bidder and NHDC, shall be written in English.

4. AMENDMENT OF BIDDING DOCUMENTS

At any time prior to the last Date and Time for submission of bids, NHDC may, for any reason, modify the Bidding Documents through amendments at the sole discretion of the NHDC. All amendments shall be uploaded on the NHDC websites and will be binding on all who are interested in bidding. In order to provide prospective Bidders a reasonable time to take the amendment if any, into account in preparing their bid, NHDC may, at its discretion, extend the deadline for submission of bids.

5. CONTACTING THE PURCHASER

Any effort by a bidder to influence the Purchaser in evaluation of the bid, bid comparison or contract award decision may result in the rejection of the Bidders' bid. Purchaser's decision will be final and without prejudice and will be binding on all parties.

6. PURCHASERS RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS

The purchaser reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidder's about the grounds for the purchaser's action. The purchaser reserves the right to accept or reject any technology proposed by the vendor. The purchaser reserves the right to select more than one vendor keeping in view its large requirements.

7. MODIFICATION AND WITHDRAWAL

Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

8. REVELATION OF PRICES

The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid except in the commercial bid. Failure to do so will make the bid liable to be rejected.

9. CLARIFICATIONS OF BIDS

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the bidder for clarification. The response should be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

10. LATE BIDS

Any bid received by the Purchaser after the deadline for submission of bid will be rejected and/or returned unopened to the Bidder.

11. OPENING OF BIDS

All the bids will be opened at the date, time and locations mentioned in tender (as per tender schedule). The technical bids will be opened in the presence of representatives of the bidders who choose to attend.

12. PERIOD OF VALIDITY

Bids shall remain valid for a period of minimum 6 months from the date of bid submission prescribed by NHDC. A bid valid for shorter period shall be rejected as non-responsive.

13. BIDDING PROCESS (TWO STAGES)

For the purpose of the present job, a two-stage bidding process will be followed. The response to the present tender will be submitted in two parts:

- 1. Technical Bid
- 2. Financial bid

14. BID OPENING AND EVALUATION

In the event of the specified date of bid opening being declared a holiday for purchaser, the bids shall be opened at the specified time and place on next working day. In the first stage, only TECHNICAL BID will be opened and evaluated. Those bidders satisfying the technical requirements as determined and accepting the terms and conditions of this document shall be short-listed. In the second stage, the FINANCIAL BID of only those bidders, whose technical bids are short-listed, will be opened. Technically qualified Bidder, who quotes the lowest rate,

shall be treated as L1 rates same shall be treated as tender rate and rates quoted by next qualified bidders should also be able to provide their vehicle, if agreed, at the same L1 rates. The Purchaser reserves the right to accept or reject any bid (at any stage) submitted by the bidder without assigning any reason

15. NUMBERS OF AGENCY/FIRMS

There would be maximum two numbers of agency/firms/ service provider empanelled against the tender.

16. PERIOD OF CONTRACT

The contract will be initially for a period of one year which may be curtailed at any point of time or extended further with mutual consent. During the period of contract, if the services of providers are found unsatisfactory, then NHDC can solely terminate the contract with the notice period of one month.

17. PAYMENT CONDITIONS

The Contractor will produce monthly bills for release of payment after verification. TDS and all other taxes will be deducted as per applicable rules. No advance payment made under any circumstances.

18. PENAULTY CLAUSE

For non fulfillment of the contract conditions, NHDC reserves the right to impose penalty on the contractor as follows:

S.N.	CAUSES OF PENALITIES	Amount in Rs.
1	Older model (other than prescribed model)	10% reduction in quoted rate for each day of default
2	 For late reporting per occasion By 30 Minutes Between 30-60 minutes 60 minutes and beyond or does not turn up. 	 Rs. 100/- Rs. 500/- Rs. 1000/- In all the above cases the officer concerned depending upon the urgency, can hire taxi for the day or take a taxi to reach the destination, payment of which shall be borne by contractor.
3	Driver's Behavior	Rs. 500/- to Rs. 1000/- per incident depending upon the gravity of behavior
4	Unclean or non-road worthiness of Vehicle deployed	Rs. 500 per incident
5	Any lapse noticed during operation of contract other listed in clause of penalties including supply of vehicle etc.	Rs. 500 per incident
6	Non functional of A/c or heating System	Rs. 500 per incident
7	Breakdown en-route	Office can hire taxi for the day or take a taxi to reach the destination, payment of which shall be borne by contractor

19. EARNEST MONEY DEPOSIT (EMD)

The EMD of Rs 25,000 in the form of Demand Draft from any Nationalized Bank drawn in favour of National handloom development Corporation Ltd, Greater Noida, must accompany Part-I (Technical Bid). The EMD shall be refunded to unsuccessful bidder, after finalization of the tender process. The EMD shall be forfeited if any bidder withdraws his offer before finalization of the tender process or fails to submit work order acceptance letter within 15 days from the date of work order.

20. BANK GUARANTEE/SECURITY DEPOSIT

A security deposit in the form of Bank guarantee of 10% of Tender value of the whole contract period needs to be furnished by the successful bidder from any nationalized bank. In case of bank guarantee it should be for a period of eighteen months and which may be renewed, if the contract is extended beyond a period of one year. The Bank Guarantee will be kept with NHDC and shall be released after the successful completion of the contract.

In case (daily basis) service provider is unable to provide BG, ten 10 % of Bill amount shall be deducted on account of security deposit from the running bill of the service provider, which shall be refunded, without any interest on successful completion of Contract period.

21. RESOLUTION AND DISPUTES

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same shall be resolved exclusively by arbitration and such dispute shall be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Greater Noida/NCR and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or amendment thereof.

The arbitrators shall hold their sittings at Greater Noida/NCR. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at New Delhi alone shall have the exclusive jurisdiction in respect of all matters connected with the Contract/Agreement.

This document and services hereunder shall be governed by and construed and enforced in accordance with the Laws of India and only the courts in New Delhi shall have exclusive jurisdiction for any dispute arising out of as in relation to this tender.

22. FORCE MAJEURE

Neither party shall be responsible for any failure to perform due to unforeseen circumstances or due to causes beyond the defaulting party's control even after exertion of best of efforts to prevent such failure, which may include but not be limited to, acts of God, war, riots, embargoes, strikes, lockouts, acts of any government authority, delay in obtaining licenses or rejection of proposal under the statutes, fire or floods.

23. SPECIAL CONDITIONS

In case the date fixed for opening of proposals is subsequently declared as holiday, the revised schedule will be notified. However, in absence of such notification, the proposals will be opened on next working day with the time and venue remaining unaltered.

24. SETTLEMENT OF DISPUTE BY ARBITRATION

Any disputes and difference of any kind, whatsoever, arising out of or in connection with this contract or carrying out of the services, shall be settled amicably. If however, the parties are not able to resolve any dispute or difference amicably, the same shall be referred for arbitration in accordance with the provisions of Arbitration & Conciliation Act 1996 and any reenactment(s) and or modification(s) thereof and of the rules framed there under. The venue for the arbitration shall be New Delhi.

25. GOVERNING LAW

This document and services hereunder shall be governed by and construed and enforced in accordance with the Laws of India and only the courts in New Delhi shall have exclusive jurisdiction for any dispute arising out of as in relation to this tender.

TECHNICAL BID:

Firms/Individual must provide information/meet following criteria and provide documents as evidence:-

- 1. Bidder must be in business of providing services for hiring of vehicles for last 2 years. This should be supported by documentary proof.
- 2. EMD and tender fee of Rs 25,000 and Rs. 1000/- respectively enclosed as per the requisition.
- 3. Firm/Individual must have / GST Reg. No. /PAN No. /copy of ITR Return of last three years.
- 4. Full particulars of the organization/ institutions with the addresses of the institution to whom similar services have been provided by the firm in the past with the certificates, if any, received from these institutions /organizations after satisfactory completion of the contract.
- 5. Firm/Individual must provide details of registered office (Address) with Telephone No./Fax,/Mobile Number.Documentary Proof to that effect submitted by the Partnership firm and undertaking by the partnership firm that it would provide Driver/vehicle for local movement should be submitted by the tenderer.
- 6. Affidavit to the effect that is absolved of any liability which accrues during the contract period, excluding tender conditions agreed upon should be submitted by the tenderer as per the Proforma given in tender document.
- 7. The firm should have a turnover of Rs. 10 lakh per annum for last 2 consecutive years (individual bidder under self employed having the entire requisite document required for the use of vehicle/Taxis is exempted).
- 8. In case of the application being made by a partnership firm, a copy of Partnership Deed is required to be submitted along with the tender.
- 9. In case of the application being made by a Private Limited Company, a copy of the Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles of Association of the company is required to be submitted.

While evaluating bids, the documents required against above eligibility criteria shall be provided as per this tender as Annexures. Firm shall self-certify each page of the tender document in token of its understanding / acceptance by signing it.

FINANCIAL BID (Monthly Basis) (Quote Separate rates for AC Vehicles & Non AC Vehicles in both Category)

A - Category (Quantity required - 2)

Make - Maruti Suzuki Dezire/Honda Amaze/ Toyota Etios etc.)

S.No	Quotation for 2400 KM per	Days) & 240 hours	Quotation for 1500 KM per Month (25 Days) & 240 hours per Month (10 Hours per day)			
	per Month (10 Hours per da					
	Criterion	AC Rates	NON AC Rates	Criterion	AC Rates	NON AC rates
1	Fixed monthly charges for			Fixed monthly charges for		
	2400 KM &240 hours per			1500 KM &240 hours per		
	month per taxi/Vehicle			month per taxi/Vehicle		
3	Applicable taxes			Applicable taxes		
4	Total			Total		
5	Charges for extra Kilometers			Charges for extra		
	beyond 2400 KM per month			Kilometers beyond 1500		
	(inclusive of night halt			KM per month (inclusive		
	charges)			of night halt charges)		
6	Charges for extra Hours			Charges for extra Hours		
	beyond 240 Hours (inclusive			beyond 240 Hours		
	of night halt charges)			(inclusive of night halt		
				charges)		

FINANCIAL BID

(Daily Basis as and when required on need basis) (Quote Separate rates for AC Vehicles & Non AC Vehicles in both Category)

Make - Maruti Suzuki Ertiga/Honda Mobilio/ Innova/Maruti Ciaz/Honda City/ Corolla etc)

A.

S.No.	Vehicle	Quotation for 100 KM & 12 H		Tours per Day Quotation for 80 KM & 08 Hours per Day			s per Day
	Make	Rate		Taxes, if any	Rate		Taxes, if any
		AC	NON - AC		AC	NON - AC	
1							
2							
3							
4							
5							
6							

В.

	<u> </u>						
S.No.	Vehicle	Quotation beyond 100 KM & 12 Hours per Day			Quotation beyond 80 KM & 08 Hours per Day		
Make	Rate		Taxes, if any	Rate		Taxes, if any	
		AC	NON AC		AC	NON AC	
1							
2							
3							
4							
5							
6							

CONTRACT SPECIFIC TERMS AND CONDITIONS:

- 1. The vehicles will normally by plying within NCR (including Delhi, Noida, Gurgaon, Faridabad, etc) and surrounding areas.
- 2. The kilometer mileage for the purpose of Vehicle run and hours of duty shall be reckoned from point of reporting for duty to the point of vehicle released. No mileage will be allowed to drivers for lunch/Breakfast or for the fuel etc.
- 3. Normal usage of the vehicle is for 2400 Kms per calendar month of 25 Days, however for extra kilometers rates over and above the contract will be paid, for which the rates are to be quoted separately in the price bid.
- 4. Normal usage of the vehicle for about 08-10 hours on any day and 240 hours per month cumulative. Usage of vehicle beyond this time period will be treated as additional service for which extra hour charges beyond 240 hours will be paid and is to be quoted by the bidders in the tender.
- 5. Normal usage of vehicle is on weekdays i.e. Monday to Saturday, however, the vehicle if required on Sunday and holidays shall also be provided.
- 6. In case the reporting / release point is other than NHDC designated point, distance from that point to the reporting / release point at actual KM and actual time in hours will be considered.
- 7. The rates quoted by the party shall be firm during the currency of contract.
- 8. The vehicle should be kept neat and clean and in perfect running condition and should be provided with neat & clean seat covers/towels. NHDC decision about the condition of the vehicle will be final.
- 9. The driver and the vehicle should not be changed without prior permission for vehicles hired on monthly basis. If either the vehicle or the driver is not found to be suitable, then they shall be changed immediately on receiving a request from NHDC to that effect. If three written complaints are received against the driver or vehicle from any officer, then NHDC would have a right to hire a vehicle from the market for that officer and the additional cost incurred by NHDC will be borne by the Contractor.
- 10. The vehicles deployed for the contract should not be owned by NHDC employees and their dependants, the ownership details of the vehicle to be submitted by the successful bidder before deployment and if there is any contravention of this clause, the contract will be terminated immediately and the Security Deposit will beforfeited.
- 11. The vehicle deployed for the contract shall not be older than 2016 model vehicles and such vehicles only shall be provided.
- 12. The vehicle should have been registered u/s 2(35) of the Motor Vehicles Act for commercial use with RTO under taxi permit. Successful bidder shall submit documentary proof of the same before deployment.

- 13. The vehicle deployed shall be well maintained, in good running condition and road worthy to ensure smooth and trouble free service during the entire contract period.
- 14. The deployment of vehicle shall be punctual always. Late reporting and absence will attract penalty at the discretion of NHDC.
- 15. Numbers of agency/firms/ service provider empanelled against the tender shall be at description of Competent Authority.
- 16. The bidder who quotes the lowest rates will be considered as L1 rates same shall be treated as tender rate and rates quoted by next qualified bidder should also be able to provide their vehicle at the same L1 rates. The allocation of work shall divided in equal proportion among the qualified bidders.
- 17. The drivers must observe all the etiquette and protocol while performing the duty. The drivers must be neatly dressed, should wear proper uniform and must carry a mobile phone in working condition, for which, no separate payment shall be made by NHDC. They will carry the officer's bags from the officer's residence/office to car. The drivers must always open the doors of cars for passengers travelling in it. Under no case drivers are allowed to take on any passengers other than the officials of NHDC during the hours ofduty.
- 18. The transport operator and driver shall be bound to carry out the instructions of the NHDC as well as of the officers assigned to the vehicle. In case of any accident or challan, all the claims arising out of it shall be met by the Contractor.
- 19. The drivers employed should hold a valid driving license, well behaved, reasonably educated, conversant with traffic rules/regulations and city roads/routes as well as security instructions.
- 20. Any unauthorized journey undertaken by the driver / contractor during the contract period will be disallowed and will be penalised at the discretion of NHDC.
- 21. While deploying the vehicle, the contractor shall ensure the following always:
- a) Valid and relevant documents for the vehicle and driver viz., Registration Certificate, Tax paid challan / endorsement, insurance, fitness certificate, driving license, commercial use permit, emission test certificate etc.
- b) Vehicle shall be in full preparedness for the full day service including the fuel in the tank, preparedness of the driver and reasonable money with the driver for meeting contingency requirements.
- c) A mobile phone with the driver in working and charged condition.
- d) A first aid kit in the vehicle.
- e) Car audio system to play FM, CD, USB etc. at the discretion of the NHDC officials.
- f) Good upholstery for the seats and with cotton cloth covering on the top. The cotton cloth shall be regularly washed and maintained in hygienic condition.
- g) Vehicle washed daily and maintained cleanly both exteriors and interiors.
- h) Essential minimum spares viz., fan belt, Stepney wheel properly inflated, spare bulb & fuses, jack, standard tools and tackles to attend to emergencies.
- 22. Duties and responsibilities of the driver:

- a) Driver employed for the vehicle should be an experienced driver physically fit, having good eyesight and reflexes.
- b) Driver shall have valid driving licence for the type of vehicle and keep it updated as when required.
- c) Driver should be aware of the localities and routes within NCR.
- d) Drivers shall wear white uniform both the trousers and shirts while on duty.
- e) While deployed for duty, the driver should be courteous to the passengers and well behaved. The driver shall open and close the doors for all the passengers while getting into and getting out of the vehicle.
- f) The driver should get inside the vehicle only after the passengers are seated and made comfortable.
- g) While on duty to pickup guests from Railway station / Bus stand / Airport, the driver should display the placard at the EXIT or suitable location for welcoming the passenger.
- h) The driver shall park the vehicle only in the designated parking area always.
- i) The driver shall not smoke cigarettes / bidis nor use other tobacco products while on duty.
- j) The driver shall not spit, belch and make unsavoury gestures while performing duty.
- k) The driver shall not consume alcohol and shall not be under the influence of alcohol while on duty.
- I) The driver shall not use mobile phone while driving; calls if any shall be attended only by stopping the vehicle at suitable location.
- m) The Driver shall abide by all the Traffic Rules and Regulations in force, any penalties / disciplinary actions by authorities will be to the account of the contractor only.
- 23. Trip sheet booklet will be provided by NHDC for each of the vehicle every month and the driver has to ensure its proper filling and acknowledgement while performing the duty. The trip sheet details as recorded and signed will be the basis for preparing the bills.
- 24. The contractor shall not sub-let the vehicles deployed to NHDC, instances found if any will be viewed seriously and the contract is liable for termination and black listing of the contractor. No correspondence shall be entertained in this regard and the decision taken by NHDC is final and shall be binding on the contractor.
- 25. In the event of contractor failing to provide the vehicle as above and NHDC shall be at liberty to make alternative arrangements, the expenditure for sucharrangements and for the loss / damage incurred by NHDC as a result of such noncompliancewill be deducted from the monthly running bill or security deposit of the contractor. NHDC reserves the right to determine the cost of deduction at its solediscretion.
- 26. For repeated non-compliance of contract conditions, NHDC reserves the right toterminate the contract and make alternative arrangements. The cost of making such alternative arrangements will be levied on the contractor and will be deducted from the running bills or the security deposit of the contractor.
- 27. NHDC reserves the right to check the speedometer / odometer of the deployedvehicle at any point of time and if it is found inaccurate / tampered, suitable actiondeemed fit will be taken.
- 28. Only authorized staff attached to the contractor and driver nominated shall be allowed entry inside the company or any other premises during the course of contract. The

- successful bidder shall provide the details of the drivers and authorized representatives for this purpose before commencing the work.
- 29. The contractor and the authorized representatives including drivers will be heldresponsible for any breach of the terms and conditions of the contract.
- 30. Accidents during the course of the work should be reported by the contractor / driver immediately to NHDC concerned official. Delayed information may be permitted however not later than 12 hours. Contractor shall submit detailed report any such accident or incident.
- 31. The contract will operate their vehicles entirely at their own risk and NHDC shall not be held responsible for any damage / losses incurred both for the vehicle orpersons travelling in the vehicle any time.
- 32. The contractors shall make their own arrangement for parking the vehicles overnight and during off days and holidays.
- 33. The successful bidder shall ensure that all their vehicles under the contract are covered by a comprehensive insurance by a leading / reputed insurance provider. The insurance policy shall cover compensation for the loss / damage to the vehicle, driver and copassengers as well. Under no circumstance shall NHDC be liable to compensate any loss / damage that may be caused to / by the vehicle while engaged in discharge of the contractor's obligations under this contract.
- 34. As and when required, route permit / national permit / clearance from RTO or anyother authority concerned and compliance of any other legal formalities connected with the contract have to be arranged by you at your cost, NHDC will not take anyresponsibility and will not bear any additional expenses in this regard.
- 35. The contractor at his own expense reinstate and make good to the satisfaction of NHDC and pay compensation for any injury to any person, loss / damageoccurred to any property or rights whatever including property and rights of NHDCand its bonafide users of the vehicle, for the injury, loss / damage arising out ofor in connection with or during the execution of the contract and further contractorshall indemnify the NHDC against all claims enforceable against NHDC or itsbonafide users of the vehicle.
- 36. The bidders shall quote for the vehicles on lump sum basis for 2400 Kilometerrunning cumulative per month. The charges shall be inclusive of all expenses like fuel, payment to driver / staff, maintenance charges for vehicle, taxes, insuranceetc., to be incurred.
- 37. The quotations shall be submitted in the price bid format. The rates should be quoted in figure as well as in words clearly as given in the pricebid format. In case the rate quoted in figures differ from those quoted in words, the lower of therates will be taken as the tendered rate and shall be binding on the tenderers.
- 38. All the offers received will be scrutinized and only technically qualified offers will be considered for financial bid opening. The Technically unqualified offers will be rejected.
- 39. The tenders received after the specified time of their 'Submission' are treated as Late Tenders and shall not be considered.

- 40. The contract will be in force for 12 Months from the date of deployment of vehicles.
- 41. NHDC reserves to short close the contract at its discretion at any point of time withgiving a notice of 30 days.
- 42. The actual taxi parking charges/toll charges/permit charges incurred at airports/railway stations/check posts or any other places will be reimbursed on production of actual receipt without any corrections or overwriting.
- 43. The total hiring charges payable will be rounded off to the nearest full rupee value.