

Terms and Conditions

1. The vehicle supposes to be provided shall be in good condition (vehicle manufactured not before **December 2022** and/ or have run more than **10,000 Km.** will not be considered) and physically fit for smooth transportation and should be top model in case of Innova Crysta or equivalent and Scorpio or equivalent with all safety features.
2. All necessary taxes/ charges/ cost towards maintenance of vehicle, Toll fee, parking fees, salary & other charges of drivers, fuel and lubricant for vehicle, upkeep of the vehicle, shall be paid by supplier & considered as included in the quoted rates in the bid.
3. No payment in addition to the quoted rates will be made/reimbursed unless it is specially mentioned under these terms and conditions.
4. The vehicle shall be provided on round the clock for **7 days'** basis depending upon requirement of NHAI PIU Ratlam.
5. The number of vehicle to be engaged may be increased or decreased on the discretion of NHAI PIU Ratlam, against which no compensation or rate revision shall be applicable,
6. Drivers must have valid commercial driving license, mobile phone and uniform (grey/white). Any cost whatsoever incurred on account of this is deemed to be included in the quoted rates. The interested persons/ firms/ agencies must ensure that the salary paid by them to the driver will not be less than to minimum wages as prescribed by the Central/ State Govt. from time to time. The vehicle should be maintained periodically in proper manner with white cotton seat covers, & good ambience.
7. Suitable replacement of the vehicle shall be provided immediately if it is taken for maintenance, break down or on any other genuine reason, failing to which a penalty of **Rs. 2,500/- per day** or actual vehicle hiring charges of engagement (if it is engaged from the open market), whichever is higher for each vehicle shall be recovered from the bills of agency.
8. The vehicles may be used for traveling likely in Madhya Pradesh and nearby state for purpose of monitoring ongoing project under urban, non-urban and remote areas & as directed by officer concerned.
9. The Bidders must quote the rates both in words and figures. In case there is a difference between the quoted rate in words and figures, rate quoted in words shall prevail. If no rate is quoted for a particular type of vehicle, then the bid shall be considered as non- responsive.
10. Lowest quoted rates on monthly basis shall be judged for vehicle for evaluation of the bid.
11. The approved bidder (to whom the work has been awarded) shall have to enter into an Agreement with NHAI in prescribed Performa as prescribed by NHAI for providing the vehicle on quoted rates on **non-judicial stamp paper** which will be made available by the agency.
12. The agreement with the approved bidder will be made for **01 years** on approved rates. However, the duration of the agreement may be extended beyond **01 years** on mutual consent basis depends upon performance of agency. The new vehicles have to be provided within **02 Months** of issuance of work order, failing which the authority shall be able to forfeit the EMD/Bid Security and Authority shall have the right to issue work order to the next higher bidder at the lowest monthly rates of bidding.
13. PD NHAI PIU Ratlam, reserves all the right to reject any or all the bids without assigning any reason.
14. NHAI is not bound to engage any/ all vehicles for which tender have been invited. It is solely discretion of NHAI PIU Ratlam to engage any type of vehicle or more than one type of vehicle, in any number from the approved bidder.
15. Bidder may terminate the contract with one-month prior notice. However, the services can be terminated by the NHAI PIU Ratlam at a prior short notice of one week.
16. Bid submitted after due date / time shall not be accepted.
17. The vehicle owner shall ensure that, the vehicle proposed to be deployed at NHAI PIU Ratlam is fitted with "FASTags". It will be the responsibility of vehicle owner to ensure adequate balance in the "FASTag" & is enabled during the currency of contract.

18. In case of vehicle runs less than or more than **3000 Km for Scorpio or equivalent and 3500 for Innova Crysta or equivalent**, the short or excessive running shall be adjusted in the running of forthcoming month.
19. No payment in addition to the quoted rates on any account whatsoever will be made /reimbursed unless it is specially mentioned under this terms and conditions. The monthly running of the respective vehicle would be averaged/considered on quarterly (3 months average) basis (i.e. for Innova 3500km x3 =10500 km, for Bolero/Scorpio or equivalent 3000km x3 = 9000km) and any extra running beyond this limit would be payable separately.
20. Key Dates for Download/view/submission/opening of bid:

Availability of Bid Documents (last date & time of sale of Bid documents):	At http://eprocure.gov.in From 27.01.2023 Up to 21.02.2023 Hrs. 17:00 (IST)
Last date & time of submission of e-bids (Bid due date):	Up to 21.02.2023 Hrs. 11:00 IST
Last date & time of submission of earnest money, bid cost receipt and power attorney (if applicable) in physical form:	Up to 21.02.2023 Hrs. 15:00 IST
The date of opening of bid online:	22.02.2023 Hrs. 11:00 IST At: Office of the Project Director National Highways Authority of India Project Implementation Unit (PIU)-Ratlam, Near Toll Plaza of Delhi-Mumbai Expressway, Sailana Road, Village-Dhamnod Ratlam (M.P.) 457001 e-mail: piuratlam@nhai.org, ratlamnhai@gmail.com

21. The vehicle must be in valid RTO Taxi permit. Without taxi permit, vehicle not considered for further action.

22. Tender Cost: -Rs.1000/- DD

- The bidder shall submit **non-refundable** bid cost for **Rs. 1000/- (Rupees One Thousand only)** in the form of demand draft (issued by scheduled & nationalized bank of RBI) in the name of **"PD, NHAI PIU Ratlam"** payable at **Ratlam**, along with hard copy of the duly signed stamped bid documents separately for each package.
- Any tender without tender cost shall be considered non-responsive and will be rejected summarily.

23. Earnest Money/ Bid Security: - Rs. 50,000/- DD/FDR/BG

- The Bidder shall furnish, as part of the tender, Earnest Money/ Bid Security for Each Vehicle for the amount as stated in NIT in the form of demand draft in favor of "PD NHAI PIU Ratlam" payable at "Ratlam" purchased from any Nationalized Bank/ Scheduled Bank of RBI.
- Any tender without Earnest Money/ Bid security shall be considered non-responsive.
- The Earnest Money of unsuccessful bidders will be returned within 15 days after signing of the Agreement with successful bidder.
- The Earnest Money of the successful Bidder will be retained as performance security.
- The bids shall be valid for **90 days** from date of its opening.
- In case of unbalanced bid the lowest bidder may have to deposit proportionate (as applicable) additional Performance Security, if required, for an amount which will be

calculated based on number of vehicle supplied. The additional Performance Security shall be furnished within seven days from the date of issue of demand note.

24. The Bid Security/ Earnest Money will be forfeited:

- A) If the Bidder withdraws the Bid after its submission.
- B) If successful Bidder fails to execute the Agreement with specified time as per letter of award.
- C) In case, vehicles have not been provided within one week after the issuance of work order.

22. Performance Security:

Successful bidder will have to submit at the time of signing of contract **Rs. 2,00,000/- (Two Lakh only)** in the name of PD NHAI, PIU Ratlam in the form of DD/FDR, towards performance security, valid up to 25 (Twenty-Five) months (from the date of signing contract), which will be refundable after successful completion of the contract. The amount will be returned one month after successful completion of service and compliance of all completion. Authority reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

- 23. The bids will be open on 22.02.2023 Hrs. 11:00 IST. The Bidders or their Authorized representative may present during the bid opening.
- 24. In case of any dispute, decision of the PD NHAI PIU Ratlam shall be final and binding. Court in the jurisdiction of the NHAI PIU Ratlam shall entertain and try all action, suits and proceedings arising out of this Agreement.
- 25. Only the DDs for Tender Fee and Bid Security Deposit are to be submitted in physical form in a sealed envelope with name of Bidder and Tender on Top of envelope, which will be submitted upto 11.02.2023 Hrs. 15:00 IST at following address. It is also clarified that these DDs should also be uploaded online.

Address:

Office of the Project Director

National Highways Authority of India
Project Implementation Unit (PIU)-Ratlam
Near Toll Plaza of Delhi-Mumbai Expressway,
Sailana Road, Village-Dhamnod
Ratlam (M.P.) 457001
e-mail: piuratlam@nhai.org, ratlamnhai@gmail.com

Signature of the bidder

Date