



GOVERNMENT OF ASSAM

STATE PROJECT MANAGEMENT UNIT, NEER NIRMAL PARIYOJANA-ASSAM

RWSSP-LIS, World Bank Project, 5th Floor, Redstone Building, G.S. Road, Dispur, Guwahati - 781022

Website: <https://phennp.assam.gov.in> Phone No. 0361 - 2334345 Email ID: assam_worldbank@rediffmail.com

No. SPMU/PROC/CARRENTAL/196/2016-17/Pt 1/5372(A)

Date: 31 July 2018

INVITATION FOR QUOTATIONS

1. Government of India has received a credit from the International Development Association (IDA) equivalent to USD500 billion towards the cost of the Rural Water Supply and Sanitation Project for Low Income States (RWSSP-LIS), now renamed as Neer Nirmal Pariyojana (NNP). The State Project Management Unit, Neer Nirmal Pariyojana, Assam (SPMU, NNP-Assam) intends to apply a part of the proceeds of this credit to eligible payments under the contract for which this Invitation for Bids is issued.
2. Quotations are invited from travel agencies/firms for **"HIRING OF VEHICLE ON MONTHLY BASIS FOR DISTRICT PROJECT MANAGEMENT UNIT-JORHAT, NEER NIRMAL PARIYOJANA-ASSAM (Ref. No. IN-SPMU-ASSAM-66612-NC-RFQ)."** A Mahindra Bolero vehicle shall be hired on monthly basis alongwith drivers and operation and maintenance of the vehicle to be placed under the District Project Management Unit, Neer Nirmal Pariyojana-Jorhat.
3. Vehicle to be provided by the successful Bidder should preferably be not older than Model/Make of April, 2016.
4. Bidders are advised to read the Quotation Documents carefully before submitting the Quotations, in order to avoid any further disputes. It shall be presumed that the Bidders have considered and accepted all the terms and conditions of this Quotation.
5. For any clarifications in respect of the Quotation, **State Project Management Unit, Neer Nirmal Pariyojana-Assam (SPMU, NNP-Assam), 5th Floor, Redstone Building, G.S. Road, Dispur, Guwahati - 781022, Assam, India** office may be contacted on any working day during office hours or on Tel. No. 0361 - 2334345
6. The Quotation Document is nontransferable.
7. Interested Bidders may inspect the Quotation Document and obtain further information from office of the Project Director, SPMU, NNP-Assam address above.
8. Quotations must be delivered to the address above. Late Quotations shall be rejected. Quotations will be opened 30 minutes after the deadline for Quotation Submission in the presence of the Bidders' representatives who choose to attend at the address above.
9. The Employer will not be responsible for any costs or expenses incurred by Bidders in connection with the preparation or delivery of Bids. The Employer reserves the right to accept or reject any / all Bids, and to annul the bidding process at any time prior to Contract Award for any reason whatsoever, without thereby incurring any liability to Bidders.

Amal
Project Director

State Project Management Unit, Neer Nirmal Pariyojana-Assam

5th Floor, Redstone Building, G.S. Road, Dispur, Guwahati - 781022, Assam, India





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Website: <https://phennp.assam.gov.in> Phone No. 0361 – 2334345 Email ID: assam_worldbank@rediffmail.com

QUOTATION DOCUMENT FOR

HIRING OF VEHICLE ON MONTHLY BASIS FOR DISTRICT PROJECT MANAGEMENT UNIT-JORHAT, NEER NIRMAL PARIYOJANA-ASSAM

(Ref. No. IN-SPMU-ASSAM-66612-NC-RFQ)

Table1: Quotation Related Information

Period of Contract	One year (Extendable for another two years, one year at a time)
Issue of Quotation Document	Date: 31 July 2018
Cost of Quotation Document	Nil
Deadline for Obtaining of Quotation Document	Date: 14 August 2018; Time: 15.00 h (IST) In case this date is declared holiday than this event shall take place on next working day.
Deadline for Submission of Quotations	Date: 14 August 2018; Time: 15.00 h (IST) In case this date is declared holiday than this event shall take place on next working day.
Opening of Quotations	30 minutes after the deadline for Quotation Submission
Quotation Validity	60 days from the Quotation Submission date
Performance Security:	10 % of the Contract Price as per FIN 1
QUOTATION DOCUMENT CAN BE SEEN & DOWNLOADED at http://phennp.assam.gov.in	



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**QUOTATION DOCUMENT FOR
HIRING OF VEHICLE ON MONTHLY BASIS FOR DISTRICT PROJECT MANAGEMENT
UNIT-JORHAT, NEER NIRMAL PARIYOJANA-ASSAM**

1. SCOPE OF QUOTATION

1.1. In connection with the Invitation for Quotations, the Employer, State Project Management Unit, Assam (SPMU-Assam) issues this Quotation Document for Hiring of a Mahindra Bolero vehicle on Monthly Basis as specified in **Annexure 1** of the Quotation Document.

1.2. Throughout this Quotation Document:

- (a) the term "in writing" means communicated in written form and delivered against receipt;
- (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
- (c) "day" means calendar day.

2. SOURCE OF FUNDS

2.1. Government of India has received a credit from the International Development Association (IDA) equivalent to USD500 billion towards the cost of the Rural Water Supply and Sanitation Project for Low Income States, now renamed as Neer Nirmal Pariyojana. The SPMU-Assam intends to apply a part of the proceeds of this credit to eligible payments under the contract for which this Invitation for Quotations is issued. Payments by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the financing agreement. The financing agreement prohibits a withdrawal from the credit account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the financing agreement or have any claims to the proceeds of the credit.

3. ELIGIBLE BIDDERS

3.1. The Bidder should have the experience of providing similar works for at least **two** years in any of the departments/autonomous institutions/universities/public sector undertakings of the Government of India or Government of Assam or any other State Government or Public Sector Banks or Local Bodies/Municipalities. Performance Certificate issued by the Department to this effect shall be attached with Quotation.

3.2. The Bidder should have valid registrations such as Permanent Account Number (PAN) of the Income Tax Department; Goods and Services Tax (GST) Registration Number; Registration No. of the Agency/Firm and to enclose proof for the same.

3.3. The Bidder should submit an undertaking alongwith the Quotation to the effect that s/he or her/his firm has not been black listed by any of the departments/autonomous institutions/universities/public sector undertakings of the Government of India or Government of Assam or any other State Government or Public Sector Banks or Local Bodies/Municipalities and no criminal case is pending against the said firm on the date of



submission of this Quotation (**Annexure 2**).

3.4. The Bidder should have capacity of providing proposed vehicle on monthly basis. The Employer reserves the right to increase or decrease the number of the vehicle at any time without any prior notice in this regard.

3.5. The Bidder should submit an undertaking (**Annexure 4**) with the Quotation to the effect that Terms and Conditions of the Quotation are duly accepted/signed with the stamp of the prospective Bidder.

3.6. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified.

4. CONTENTS OF QUOTATION DOCUMENT

4.1. The Quotation Document should be read in conjunction with any Addenda issued in accordance with para. 6.

4.2. The Invitation for Quotations issued by the Employer is not part of the Quotation Document.

4.3. The Employer is not responsible for the completeness of the Quotation Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Quotations.

4.4. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Quotation Document. Failure to furnish all information or documentation required by the Quotation Document may result in the rejection of the Quotation.

5. CLARIFICATION OF QUOTATION DOCUMENT

5.1. A prospective Bidder requiring any clarification of the Quotation Document shall contact the Employer in writing at the Employer's address indicated below. The Employer will respond in writing to any request for clarification, provided that such request is received two days prior to the deadline for submission of Quotations. The Employer shall forward copies of its response to all Bidders who have acquired the Quotation Document in accordance with para. 4.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Quotation Document as a result of a request for clarification, it shall do so following the procedure under para. 6.

6. AMENDMENT OF QUOTATION DOCUMENT

6.1. At any time prior to the deadline for submission of Quotations, the Employer may amend the Quotation Document by issuing addenda.

6.2. Any addendum issued shall be part of the Quotation Document and shall be communicated in writing to all who have obtained the Quotation Document from the Employer in accordance with para. 4.3.

6.3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of Quotations, pursuant to para. 19.2.

7. COST OF QUOTATION

7.1. The Bidder shall bear all costs associated with the preparation and submission of its



Quotation, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

8. LANGUAGE OF QUOTATION

8.1. The Quotation, as well as all correspondence and documents relating to the Quotation exchanged by the Bidder and the Employer, shall be written in the English language. Supporting documents and printed literature that are part of the Quotation may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the Quotation, such translation shall govern.

9. DOCUMENTS COMPRISING THE QUOTATION

9.1. The Quotation shall comprise single envelope containing the documents listed below.

- (a) Invitation for Quotations;
- (b) Quotation Document along with the Annexures;
- (c) TECH 1 and TECH 2;
- (d) Undertakings – 3 no.; and
- (e) Rate Schedule - FIN 1

10. ALTERNATIVE QUOTATIONS

10.1. Alternative Quotations shall not be considered.

11. QUOTATION PRICES AND DISCOUNTS

11.1. The prices and discounts quoted by the Bidder in the Rate Schedule shall conform to the requirements specified below.

11.2. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Contract.

11.3. Unconditional discounts, if any, and the methodology for their application shall be quoted in the Rate Schedules.

11.4. The prices quoted by the Bidder shall be fixed.

11.5. Bidders wishing to offer any price reduction for the award of more than one Vehicle Contract shall specify in their Quotations the price reductions applicable to each Vehicle, or alternatively, to individual Vehicle. Price reductions or discounts shall be submitted in Rate Schedule.

11.6. All duties, taxes, and other levies, except Goods and Services Tax, payable by the Bidder under the Contract shall be included in the rates in Rate Schedule submitted by the Bidder.

12. CURRENCY OF QUOTATION AND PAYMENT

12.1. The currency of the Quotation and payment shall be Indian Rupees.



13. DOCUMENTS ESTABLISHING THE QUALIFICATIONS OF THE BIDDER

13.1. The prospective Bidder shall furnish the following documents:

- (a) self attested copy of PAN No. card under Income Tax Act;
- (b) self attested copy of Goods and Services Tax Registration Number;
- (c) self attested copy of Valid Registration No. of the Agency/Firm;
- (d) an undertaking to the effect that the Agency has not been blacklisted by any of the departments/autonomous institutions/universities/public sector undertakings of the Government of India or Government of Assam or any other State Government or Public Sector Banks or Local Bodies/Municipalities and no criminal case is pending against the said firm/agency;
- (e) terms and conditions duly accepted/signed with the stamp of the prospective Bidder;
- (f) proof to the effect that Bidder have experience of providing similar works for atleast last **two** consecutive years;
- (g) authorization of a person to sign Quotation document on behalf of the Bidder.

The written confirmation of authorization to sign on behalf of the Bidder shall consist of an organizational document, board resolution or its equivalent, or power of attorney specifying the representative's authority to sign the Quotation on behalf of the Bidder. If the Bidder is an intended or an existing joint venture, the power of attorney should be signed by all partners and specify the authority of the named representative of the joint venture to sign on behalf of the intended or existing joint venture. If the joint venture has not yet been formed, also include evidence from all proposed joint venture partners of their intent to enter into a joint venture in the event of a contract award.

- (h) the Bidder should submit an undertaking on the Letter Head of the firm with the Quotation to the effect that Terms and conditions of the Quotation are duly accepted/signed with the stamp of the prospective Bidder; and
- (i) the Bidder should submit an undertaking (**Annexure 3**) with the Quotation to the effect that s/he or her/his firm is having capacity to provide the proposed vehicle, not older than Model/Make of April, 2014 on monthly basis.

14. PERIOD OF VALIDITY OF QUOTATIONS

14.1. Quotations shall remain valid for the period stated in **Table 1**. A Quotation valid for a shorter period shall be rejected by the Employer as nonresponsive.

14.2. In exceptional circumstances, prior to the expiration of the Quotation validity period, the Employer may request Bidders to extend the period of validity of their Quotations. The request and the responses shall be made in writing. A Bidder may refuse the request. A Bidder granting the request shall not be required or permitted to modify its Quotation.

15. FORMAT AND SIGNING OF QUOTATION

15.1. The Quotation shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written



confirmation as specified in para. 14.1 (j) and shall be attached to the Quotation. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Quotation, except for unamended printed literature, shall be signed or initialed by the person signing the Quotation.

15.2. Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Quotation.

16. SEALING AND MARKING OF QUOTATIONS

16.1. Bidders shall submit hard copy of the Quotations to the address given below. Bidders shall not have the option of submitting their Quotations electronically. Procedures for submission, sealing and marking are as follows:

16.2. The Quotations comprising of documents listed in para. 9.1 shall be enclosed in one single envelope. The envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer as provided below; and
- (c) bear the specific identification of this bidding process indicated in the IFQ.

16.3. The envelope shall bear a warning not to open before the time and date for the opening of Quotation in accordance with Table 1 and para. 6.

16.4. If the envelope is not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Quotation.

17. DEADLINE FOR SUBMISSION OF QUOTATIONS

17.1. Quotations must be received by the Employer at the address and no later than the date and time indicated in Table 1.

17.2. The Employer may, at its discretion, extend the deadline for the submission of Quotations by amending the Quotation Document in accordance with para. 6, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

18. LATE QUOTATIONS

18.1. The Employer shall not consider any Quotations that arrives after the deadline for submission of Quotations, in accordance with Table 1. Any Quotation received by the Employer after the deadline for submission of Quotations shall be declared late, rejected, and returned unopened to the Bidder.

19. WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF QUOTATIONS

19.1. A Bidder may withdraw, substitute, or modify its Quotation after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with para.14.1(j), (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Quotation must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with para. 17 and para. 18 (except that withdrawal notices do not require copies), and in addition, the respective



envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and

- (b) received by the Employer prior to the deadline prescribed for submission of Quotations, in accordance with para. 19.

19.2. Quotations requested to be withdrawn in accordance with para. 20.1 shall be returned unopened to the Bidders.

19.3. No Quotation may be withdrawn, substituted, or modified in the interval between the deadline for submission of Quotations and the expiration of the period of Quotation validity specified in the Quotation Document or any extension thereof.

20. QUOTATION OPENING

20.1. The Employer shall open the Quotations at the address, date and time specified in Table 1 in the presence of Bidders' designated representatives and anyone who choose to attend.

20.2. First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Quotation shall not be opened, but returned to the Bidder. No Quotation withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Quotation opening.

20.3. Second, outer envelopes marked "SUBSTITUTION" shall be opened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at Quotation opening.

20.4. Next, outer envelopes marked "MODIFICATION" shall be opened. No Quotation shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the Quotation opening.

20.5. All other envelopes holding the Quotation shall be opened one at a time, and the following read out and recorded:

- (a) the name of the Bidder;
- (b) whether there is a modification or substitution; and
- (c) any other details as the Employer may consider appropriate.

20.6. Only Quotations read out and recorded at Quotation opening shall be considered for evaluation. All pages of the Quotation are to be initialed by at least one representative of the Employer attending the Quotation opening. No Quotation shall be rejected at the opening except for late Quotations, in accordance with para. 19.

20.7. The Employer shall prepare a record of the opening of Quotations that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; and alternative proposals. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

20.8. The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Quotation Document and return their Financial Bids unopened.



21. EVALUATION AND COMPARISON OF QUOTATIONS

21.1. Information relating to the examination, evaluation, comparison, and postqualification of Quotations and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.

21.2. Any attempt by a Bidder to influence the Employer in the evaluation of the Quotations or Contract award decisions may result in the rejection of its Quotation.

21.3. Notwithstanding the above, from the time of Quotation opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.

21.4. To assist in the examination, evaluation, and comparison of the Quotations, the Employer may, at its discretion, ask any Bidder for a clarification of its Quotation. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Quotation shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Rate Schedule.

21.5. If a Bidder does not provide clarifications of its Quotation by the date and time set in the Employer's request for clarification, its Quotation may be rejected.

21.6. During the evaluation of Quotations, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the Quotation Document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Quotation Document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Quotation Document.

21.7. The Employer shall examine the Quotations that all documents requested in para. 9.1 have been provided, and to determine the completeness of each document submitted.

21.8. The Employer shall confirm that the documents listed in para 9.1 have been provided in the Quotation. If any of these documents or information is missing, the offer shall be rejected.

21.9. The Employer's determination of a Quotation's responsiveness is to be based on the contents of the Quotation itself.

21.10. A substantially responsive Quotation is one that meets the requirements of the Quotation Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Quotation Document, the



Employer's rights or the Bidder's obligations under the proposed Contract;
or

- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Quotations.

21.11. The Employer shall examine the Quotations submitted in accordance para. 13, to confirm that all requirements of Quotation documents have been met without any material deviation or reservation.

21.12. If a Quotation is not substantially responsive to the requirements of the Quotation Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

21.13. Provided that a Quotation is substantially responsive, the Employer may waive any nonconformities in the Quotation that do not constitute a material deviation, reservation or omission.

21.14. Provided that a Quotation is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Quotation related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Rate Schedules. Failure of the Bidder to comply with the request may result in the rejection of its Quotation.

21.15. Provided that a Quotation is substantially responsive, the Employer shall consider the Rate Schedules for comparison.

21.16. The Employer shall determine to its satisfaction during the evaluation of Quotations whether Bidders meet the qualifying criteria specified in para. 3.

21.17. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to para. 13.

21.18. An affirmative determination shall be a prerequisite for evaluation of a Bidder's Rate Schedules. A negative determination shall result into the disqualification of the Quotation.

21.19. During the evaluation of Rate Schedules, where there is a discrepancy between unit rates in figures and in words, the rates in words will govern and the Employer shall correct the same accordingly;

21.20. If the Bidder that submitted the lowest evaluated Quotation does not accept the correction of errors, its Quotation shall be disqualified and appropriate action may be initiated against the Bidder.

21.21. The Employer shall use the criteria and methodologies listed in this documents. No other evaluation criteria or methodologies shall be permitted.

21.22. To evaluate the Rate Schedules, the Employer shall consider the following:

- (a) the Quotation price excluding taxes;
- (b) price adjustment for correction of errors in accordance with para. 21.19; and
- (c) price adjustment due to discounts offered in accordance para. 11.



21.22. The Employer shall compare all substantially responsive bids to determine the lowest evaluated Quotation in accordance with para. 21.22.

21.23. The Employer reserves the right to accept or reject any Quotation, and to annul the bidding process and reject all Quotations at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all Quotations submitted shall be promptly returned to the Bidders.

22. AWARD OF CONTRACT

21.23. The price shall not be adjusted over the period of execution of the Contract.

21.24. For award of multiple Vehicle contracts to a single Bidder, the lowest evaluated price of the contract combinations, including any discounts offered in the Rate Schedules shall be considered.

21.25. The Employer shall compare all substantially responsive bids to determine the lowest evaluated Quotation in accordance with para. 21.22.

21.26. The Employer reserves the right to accept or reject any Quotation, and to annul the bidding process and reject all Quotations at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all Quotations submitted shall be promptly returned to the Bidders.

22. AWARD OF CONTRACT

22.1. The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Quotation and is substantially responsive to the Quotation Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

22.2. Prior to the expiration of the period of Quotation validity, the Employer shall notify the successful Bidder, in writing, that its Quotation has been accepted.

22.3. At the same time, the Employer shall also notify all other Bidders of the results of the bidding. The Employer will publish in its Notice Board and website the results identifying the Quotation and lot numbers and the following information: (i) name of each Bidder who submitted a Quotation; (ii) Quotation prices as read out at Quotation opening; (iii) name and evaluated prices of each Quotation that was evaluated; (iv) name of Bidders whose Quotations were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful Bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their Quotations were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.

22.4. Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

22.5. Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement.

22.6. Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

22.7. Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security of 10% of the Contract Price corresponding to FIN 1A, in the form of Fixed Deposit, in original form, from any nationalized bank or scheduled bank in India but not debarred by Reserve Bank of India / Government of Assam and drawn in favour of SWSM (SPMU Account).

22.8. Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.



23. AGREEMENT

23.1. The successful Bidders shall enter in Agreement with the Employer.

24. TERMS AND CONDITIONS

24.1. Terms and Conditions of the Quotation are as under:

- (a) the Employer may empanel a minimum of two or more agencies in addition to the lowest Bidder (L-1) on their written consent to work at the rates of lowest Bidder.
- (b) the empanelled agency shall have to enter into a contract with the Employer separately and individually by formal signing of the agreement and this will be effective from the date of award. All empanelled firms shall have to submit Performance Security as mentioned in the Quotation document, at the time of award.
- (c) the Employer reserves the right to assign full or part of work for supply of vehicle to one or more agencies as per requirement.
- (d) the empanelment of agencies shall be for a period of one year initially from the date of award of the work. The contract with the firms can be extended for a further period of maximum of two years, one year at a time, upon satisfactory performance of the Agency and the requirement of the Employer at the discretion of the Employer on same terms and conditions;
- (e) the Bids shall be rejected in the event of information found false or incorrect or incomplete at any stage, as prescribed in the Quotation or any ineligibility being detected, and no correspondence thereof shall be entertained, whatsoever;
- (f) in case of any delay in execution of work assigned, the agency would be liable for penalties, as deemed fit. However, in case of regular delay in the supply of vehicle, the Employer is entitled to cancel the agreement and in that case the agency will not be entitled to any amount payable to them, as entered in this contract;
- (g) in case if the Employer is of the view that the work has not been performed satisfactorily and cannot be performed by the firms, the Employer at its discretion may terminate the agreement without any prior notice and in that case the Employer would not be liable to pay any amount on any account to the agency.
- (h) if the work of the agency is not found satisfactory or any breach is noticed or any manipulation is reported or noticed by the Employer, the Employer reserves the right to cancel the contract /or forfeit performance security submitted by the agency/or to take legal action including black listing the agency at any point of time during the period of contract without prior notice.
- (i) in case the contract is terminated, the Employer would be entitled to get the work done from any other firm or person and the Bidder would be liable to pay the difference if any. However, if the Employer is not satisfied with the work of the agency so empanelled, the agreement will be liable to be terminated at any point of time at the sole discretion of the Employer.
- (j) any act on the part of the Bidder to influence anybody in the Employer is liable for rejection of the Quotation;



- (k) the successful Bidder shall not engage any sub-Contractor or transfer the contract to any other person/firm/agency in any manner. The Bidder shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise;
- (l) any person who is in government service or an employee of this Employer should not be made partner to the contract by the Bidder directly or indirectly in any manner whatsoever;
- (m) the Bidder shall indemnify the Employer against all other damages/charges and expenses for which this Employer may be held liable or pay on account of the negligence of the Bidder or his staff or any person under his control whether in respect of accident, injury to the person or damage 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. The Employer shall not be responsible financially or otherwise for any injury to the worker or person deployed by the Bidder during the course of performing duties;
- (n) the rate contract shall be valid initially for one year and the Employer reserves the right to extend the validity of contract on mutual consent on the same rates and terms & conditions for a maximum of two more years, one year at a time upon the satisfactory functioning of the Contractor;
- (o) during the period of contract, the rates will not be revised with the revision of any taxes by the Government of Assam or by the Government of India;
- (p) the Bidder shall not employ any person who has not completed eighteen years of age;
- (q) the Bidder shall comply with all the statutory provisions as laid down under various Labour Laws/Acts/Rules like Minimum Wages, EPF, ESI, Bonus, Gratuity, Contract Labour Act and other Labour Laws/Acts/Rules in force from time to time at his own cost. In case of violation of any such statutory provisions under Labour Laws or any other law applicable upon the Bidder, there will not be any liability upon the Employer;
- (r) the Employer will be under no legal obligation to provide employment to any of the personnel of the Bidder during / expiry of agreement period and the Employer recognizes no employer-employee relationship between the Employer and the personnel deployed by the Bidder/agency.
- (s) the prices quoted should be inclusive of all charges and excluding GST. The tax components shall be shown separately in the Rate Schedule.**
- (t) the Employer reserves the right to terminate the contract without assigning any reason by giving a notice of **15 days** to the Bidder at any point of time during the period of the contract;
- (u) the successful Bidder shall invariably ensure the confidentiality of the movement of manpower & material while providing its services;
- (v) vehicle provided by the Bidder should preferably be not older than Model/Make of April 2016 and Registration Number;
- (w) the vehicle and driver provided by the Bidder shall work under the overall supervision of the Employer. The vehicle and Driver shall remain available all the



time as per Duty Roster and shall not leave place of duty without prior permission;

- (x) the vehicle should conform to the Pollution norms prescribed, if any, by the Transport Department of Government of Assam. The Bidder shall also provide .names and addresses of the drivers along with their driving license number and copies within one day of placing the order for supply of requisite number of vehicle;
- (y) all the vehicle provided to the Employer should be in good road worthy condition and having valid documents/licenses from department and Insurance policy of the Driver & Vehicle with Pollution Certificate. The Bidder shall be responsible for total maintenance of the vehicle provided by him;
- (z) operation and function of the vehicle and Driver shall be governed by the Central Motor Vehicle Act/Motor Vehicle Rules and Assam Motor Vehicles Rules and these shall be the responsibility of the Bidder;
- (aa) the Bidder shall provide vehicle as per requirement of the Employer and as and when required even at a short notice (including early in the morning and late in the evening) at the office of the Employer/Reporting Place and the mileage will be counted from the office of the Employer/Reporting Place;
- (bb) the driver deputed with the vehicle should maintain the logbook/duty slip whichever is applicable for each vehicle and get the journey verified by the using officer/ official;
- (cc) no charges for local night detentions/journey shall be paid;
- (dd) The Bidder shall immediately provide replacement of the vehicle under repairs/detained due to accident or vehicle not reporting for duty or in breakdown conditions;
- (ee) in case of breakdown of any vehicle, the Bidder shall replace the breakdown vehicle within one hour failing which the Employer has the right to hire vehicle from any other sources at the expense of the Bidder;
- (ff) the Employer has the right to ask the Bidder for removal of driver, who is not found to be competent, orderly or disciplined;
- (gg) The liability under relevant sections of Motor Vehicle Act 1968 and IPC causing death or permanent liability developed in the vehicle supplied by the contractor, the hiring authority has no responsibility of whatsoever and will not entertain any claim in this regard under the provision of the law;
- (hh) all the disputes shall be subject to Guwahati, Assam jurisdiction;
- (ii) The Employer reserves the right to relax any terms or conditions mentioned herein.

25. PENALTIES

S. No.	Nature of Errors	Minimum Penalty (Maximum decided by the Employer)
1	For not providing a vehicle in time	INR500.00 per hour



S. No.	Nature of Errors	Minimum Penalty (Maximum decided by the Employer)
2	Faulty functioning of vehicle or fail to provide good quality of vehicle	INR500.00 per vehicle
3	Non supply of vehicle	INR500.00 per vehicle
4	For not providing substitute vehicle	INR500.00 per vehicle
5	For misbehavior of the driver deputed by the Contractor	INR1,000.00 per default
6	For causing damage to the public property	Three times the market value of the damaged property or INR5,000.00, whichever is higher per default
7	For breach of any of the conditions of the contract	INR5,000.00 per default or termination of contract and forfeiture of Performance Security as the case may be depending upon the incidence of breach
8	For persistent breach or unsatisfactory services	Termination of contract along with forfeiture of performance security and blacklisting

26. PAYMENT TERMS

26.1. The payment shall be made on submission of the bills (in triplicate) by the Bidder after the satisfactorily completion of the work assigned, at approved rates, after deducting penalties if any. No advance payment will be made. The Bidder while raising the bill should clearly mention full vehicle number.

26.2. The Employer will deduct Income Tax at source under Section 194-C of Income Tax Act from the Bidder at the prevailing rates of such sum as income tax on the income comprised therein

27. FORCE MAJEURE

27.1. "Force Majeure" means an exceptional event or circumstance; which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party. "Party" means the Employer or the Contractor, as the context requires.

27.2. Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

- (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies;
- (b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war;
- (c) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel;
- (d) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity; and



(e) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

27.3. If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

27.4. The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.

27.5. Notwithstanding any other provision of this Section, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

27.6. If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing for such conditions and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Employer may terminate the contract, by giving a written notice of 15 days to the agency, if as a result of Force Majeure, the Contractor being unable to perform a material portion of the services for a period of more than 30 days.

27.7. Notwithstanding the provisions of the Quotation, the Agency shall not be liable for forfeiture of its performance guarantee, liquidated damages or termination for default, to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

28. PROCEDURE FOR DISPUTE

28.1. An Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time mutually agreed.

28.2. Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by a mutually agreed Appointing Authority at the request of either party.

28.3. If the Contractor believes that a decision taken by the Employer was either outside the authority of the Employer or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Employer's decision.

28.4. The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

28.5. The Adjudicator shall be paid by the hour at the rate of INR1,000.00, together with reimbursable expenses for travel, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.

28.6. The arbitration shall be conducted in accordance with the Indian Arbitration and Conciliation Act, 1996, or any statutory modification or enactment thereof. The place of arbitration shall be Guwahati, Assam.



29. JURISDICTION OF COURT

The courts of Guwahati shall have the exclusive jurisdiction to settle all disputes, if any, arising out of this agreement between the parties.



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**HIRING OF VEHICLE ON MONTHLY BASIS FOR DISTRICT PROJECT MANAGEMENT
UNIT-JORHAT, NEER NIRMAL PARIYOJANA-ASSAM**

TECH 1: IDENTIFICATION OF THE BIDDER

S. No.	Particular	To be Provided by the Bidder
1	Name of the Firm/Agency with address and phone no.	
2	Name, designation, address and phone no. of authorized representative of the Bidder to deal with SPMU for the Quotation	
3	Registration no of the firm	
4	Constitution of the firm (attach proof)	



**HIRING OF VEHICLE ON MONTHLY BASIS FOR DISTRICT PROJECT MANAGEMENT
UNIT-JORHAT, NEER NIRMAL PARIYOJANA-ASSAM**

FIN 1: RATE SCHEDULE

(ON MONTHLY BASIS—10 HOURS A DAY AND 2,000 KILOMETRES A MONTH)

S. No.	Type of Vehicle	No. of Vehicle	Place of Reporting	Fixed Charge in INR Per Month for 10 hours (h) per day and 2,000 Kilometres (km) a Month	Running Charge in INR per km beyond Initial 2,000 km per Month	Running Charge in INR per h beyond Initial 10 h per Day
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	Mahindra Bolero	1	DPMU- Jorhat, NNP-Assam			

Above rates are inclusive of all charges and excluding Goods and Services Tax.

Discounts (para. 11 of Quotation Document):

Tax Component: GST@.....%

Note:

- The Quotation shall be submitted in hard copy only.
- The Quotation will be awarded to the Bidder whose Quotation is the lowest in respect of amount furnished in column 5.
- During the period of contract, the rates will not be revised with the revision of any taxes by the Government of Assam or by the Government of India. The prospective Bidder may quote the rates accordingly taking into consideration of this aspect.
- The Employer reserves the right to hire the Vehicle from any empanelled agencies on monthly basis without assigning any reason. The firms/agencies whatsoever cannot claim any right in this regard.
- There is no minimum guarantee for work order for supply of vehicle. It may vary from time to time.

Signature of the Bidder:

Place:

Name of the Signatory:

Date:

Name of the Firm/agency:

Seal of the Firm/Agency:



SERVICES TO BE PROVIDED

- 1. Service:** Provision of vehicle with licensed driver, registered vehicle on hiring basis for running in Assam State.
- 2. Period of Contract:** The Contract shall be valid initially for one year and the Employer reserves the right to extend the validity of contract on mutual consent on the same rates and terms & conditions for a maximum of two more years, one year at a time upon the satisfactory functioning of the Contractor.
- 3. Quantity:** Estimated total number of vehicle to be hired is one on monthly basis, however it should be clearly noted that the Employer shall place the order only as per the actual requirement from time to time.
- 4. Duty hours:** Minimum Ten hours per day on all days of month.
- 5. Notice Period:**
- a) For regular requirements one day in advance.
 - b) Telephonic intimation shall be considered as notice.
- 6. Reporting Place:** Office of the State Project Management Unit/ District Project Management Unit, Neer Nirmal Pariyojana-Assam. Actual place of reporting shall be specified by users of vehicle.
- 7. Counting of Distance:** From the Office of the State Project Management Unit/ District Project Management Unit, Neer Nirmal Pariyojana-Assam.
- 8. Accuracy of Meters:** 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.
- 10. Special Requirements:**
- (a) Intending Bidder must have a telephone/mobile phone where requirements requisition of vehicle can be conveyed all the 24 hours. Telephone no. must be specified in the Quotation.
 - (b) Payment of any government tax or duty for plying the vehicle in Assam State will be liability of contractor. However, Goods and Services Tax shall be paid extra as in force.
 - (c) Parking and Toll charges, if any, may be claimed by producing the parking/Toll slips.
 - (d) All maintenance/repairing etc. of vehicle will be done by the service provider.



Annexure 2

(To be provided in Bidder's Letterhead)

UNDERTAKING

It is certified that my firm/agency/company has never been **black listed** by any of the departments/autonomous institutions/universities/public sector undertakings of the Government of India or Government of Assam or any other State Government or Public Sector Banks or Local Bodies/Municipalities and no criminal case is pending against the said firm/agency as on

Signature of the Bidder:
Place: Name of the Signatory:
Date: Name of the Firm/agency:
Seal of the Firm/Agency:

Annexure 3

(To be provided in Bidder's Letterhead)

UNDERTAKING

It is certified that my firm/agency/company having sufficient experience for supply of vehicle as mentioned in the Quotation Document.

Signature of the Bidder:
Place: Name of the Signatory:
Date: Name of the Firm/agency:
Seal of the Firm/Agency:

Annexure 4

(To be provided in Bidder's Letterhead)

UNDERTAKING

It is certified that I personally read the Quotation Document and accept all the Terms and Conditions mentioned therein.

Signature of the Bidder:
Place: Name of the Signatory:
Date: Name of the Firm/agency:
Seal of the Firm/Agency:



