

## **TECHNICAL & COMMERCIAL CONDITIONS FOR HIRING OF VEHICLE (NTPC Darlipali)**

Details of vehicles proposed for hiring on as and when requirement basis are as detailed below:

- 1) All the vehicles hired on as and when requirements basic should be neat & clean with good running conditions. The requirement of vehicles will be in the following categories:
  - a. Rate contract for AC Innova.
  - b. Rate contract for AC Innova Crysta - Including Bucket seat.
  - c. Rate contract for AC Sedan Car - AC Honda City, Honda Amaze, Swift Dzire or Equivalent vehicle.
  - d. Rate contract for AC Jeep - Bolero, Scorpio, Ertiga or equivalent vehicle.
- 2) All Vehicles proposed to be placed on hire shall ply in the State of Orissa. However, the vehicle can be taken outside Odisha with an intimation to the agency for which the agency should deploy vehicles having necessary documents.
- 3) Engineer I/C reserves the right to decide the equivalent of vehicle in respective categories.
- 4) If an agency desires to deploy a higher version of vehicle against lower categories, he may do so at the rate of lower category.
- 5) The price will remain firm for a period of at least one year. Further, the prices shall remain firm till the fuel price Diesel/Petrol price is Rs 115 per litre, whichever is lower.
- 6) The time limit to be strictly followed while reporting on duty. Booking for required vehicle will be intimated to the agency at least 12 hours before the time of deployment and the agency should inform the details of deployment (i.e. Vehicle No./Driver name/Mobile no. etc.) within two hours after intimation of booking. Generally, the vehicle should report at the specified location of booking at least before 15 minutes. However, during exigency or urgent requirements, the intimation of required vehicle may be made on short notice to which the agency may oblige subject to availability of such vehicles. Confirmed vehicles may be cancelled by NTPC up to 2 hours before the stipulated deployment time without any cancellation charges.
- 7) The agency should enter the name of the user in the duty slip & ensure signing of the duty slip by the user.
- 8) The contractor shall provide AC-vehicles of above-mentioned categories of Model 2019 or later as per requirement.
- 9) The vehicle provided by the agency must be in excellent condition having complete up to- date documents as per requirement of R.T.O. e.g. registration certificate, pollution certificate, license, road tax challan, etc. which must be shown to the user of the car on demand. The vehicle should be preferably provided with perfume, sanitizer, tissue papers, newspaper, drinking water, towel, etc., otherwise the vehicle may be rejected and sent back. No payment shall be made on account of car so rejected.
- 10) The maintenance cost, charges of fuel, road tax permit fee, passenger tax, challans, salary of the driver, the overtime and mobile phone charges of driver etc are the responsibility of the agency and shall be paid by the agency.

### **A. INSURANCE:**

The insurance shall protect the agency against all claims applicable. The agency shall arrange necessary insurance cover for any person deployed at all sites even for short duration. NTPC shall not entertain any claim arising out of mishap, if any, that may take place. The provided vehicle must be fully and comprehensively insured covering the risk to the driver and all passengers also.

### **B. GENERAL TERMS & CONDITIONS:**

- 1) All the vehicles must be insured for its total sitting capacity including third party coverage and paid driver.
- 2) In case of accidents, the Agency will be solely responsible for the same. NTPC or users of the hired vehicle cannot be made a party to any litigation or liabilities arising thereof.

- 3) The agency shall be responsible for all claims from 3<sup>rd</sup> parties (including the USERS of vehicle) in the event of any eventuality. NTPC will not be liable for any specific or consequential damages of any kind whatsoever.
- 4) The vehicle shall carry general accessories like tools & tackles, Stepneys, torchlight, first aid box etc. as applicable for transport vehicle.
- 5) The driver must have valid driving license. The driver of the vehicle should behave properly while on duty. The Driver must not be under influence of liquor or any other intoxicants while on duty. In case of noncompliance of these, the agency has to replace the driver on demand by NTPC or else the vehicle will be treated as not on duty. The agency should ensure that all drivers possess mobile phones in good working condition and the mobile no. should be informed to the Users well in advance before deployment.
- 6) The rates will be subjected to revision based on fuel price only otherwise it shall remain firm for at least one year.
- 7) Hiring charges for booking of vehicle for more than One Day – The calculation for hiring charges will be done on day-to-day basis.

**C. PAYMENT TERMS:**

- 1) Monthly bills shall be submitted by the agency for the works executed in preceding month and shall be paid within 30 days after submission of bills complete in all respect after verification of Engineer-in-charge. Payment shall be made normally within 15 days on monthly basis after receipt of the bill and verification by NTPC by actual user and certification by Officer in charge of satisfactory completion of the work. No advance will be made under any circumstances.
- 2) Agency to provide duty slip duly certified by the user with full particulars such as name, designation etc. along with the bill.
- 3) Payment shall be made based on vehicle running of 12/24 hours per day up to 299 KM per day or beyond 299 KM. For extra KM or extra hour run, payment shall be made as per rates mentioned for extra run of per KM or per Hour as per BOQ.
- 4) Normally usage in Kilometre certified by the users will be considered for billing. However, in the event of dispute, EIC's decision will be final and binding.
- 5) The parking/toll/entry fee/other occasional fees collected by Govt. of other states will be paid as extra at actual on production of such payment slip duly certified by the user.
- 6) GST at the applicable rate will be paid extra.
- 7) Income tax at source will be deducted at applicable rates.
- 8) For Outstation charges additional amount per night will be paid as quoted.
- 9) Road toll tax, parking fees and Interstate Check post tax will be reimbursed as per actual on production of such payment slip.
- 10) Starting and End KM & Time will from garage-to-garage Basis. Garage starting point shall be Darlipali or Jharsuguda or Sundargarh only. For 12 hour hire vehicles, the end time will be 12<sup>th</sup> hour or 10:00 pm, whichever is earlier.
- 11) For hiring of 12 hrs basis vehicle, hourly OT charges to driver will be paid for hiring beyond 12 hrs.

**D. PENALTY CLAUSE:**

For delay in deployment of vehicle at informed time & location, Rs 50 will be deducted on per hrs basis.

**E. OTHER TERMS & CONDITIONS:**

- 1) NTPC reserves the right to get the car meter calibrated or checked at any time at its sole discretion and in the event of any error / fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action may even lead to termination of Contract. Tampering of meter reading, vehicle usage timings, overwriting

of log-sheet / duty slip and misbehaviour of driver shall be viewed seriously, leading to even cancellation / termination of contract.

- 2) All taxes (excluding GST) duties, levies, surcharge on taxes, duties and levies insurance charges etc. arising out of the contract shall be payable directly by the agency and tax and other corporate taxes, agency shall be responsible for such payments to the concerned authority; however, the owner is entitled to deduct TDS as per Govt. policy/ tax rules and regulations. Service tax and surcharges /cess under reverse charge mechanism shall be paid by NTPC to service tax authorities as applicable from time to time.
- 3) The rates quoted by the agency and finally accepted by the NTPC will remain firm. No escalation in the rates, shall be allowed.
- 4) If at any time agency makes any default in proceeding the work with the due diligence and continues to do so even after the notice in writing or commit any default in complying any terms and conditions even after the notice in writing is given by the agency on behalf of the EIC, NTPC may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to NTPC, by written notice, terminate the contract as a whole or part of the contract.
- 5) All instructions, notices and communications etc under the contract given in writing and if sent to the last known place of business, shall be deemed to have been served on the date, even in ordinary course of post, these would have been delivered to the contractor.
- 6) NTPC reserves the right to terminate the contract at any time or stage during the period of contract, by giving 15 days' notice without assigning any reason without any financial consideration/implication.
- 7) In the event of any dispute or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract, the same shall be referred to the sole arbitrator as appointed by NTPC Ltd. The arbitration shall be conducted in accordance with the provisions of Arbitration & Conciliation Act 1996.
- 8) One or more than one vehicle depending upon the requirement of the company can be called at any time during the day and night.
- 9) No advance payment shall be made under any circumstances.
- 10) The agency shall be fully responsible for any loss or damage to the vehicle or occupant and shall be liable to pay full compensation or any injury or any other loss to passengers as decided by the Court/ Competent Authority.
- 11) The vehicle should be maintained in good condition with clean seat covers. The vehicle of higher range shall have one English (National) newspaper on daily basis. If on inspection by the authorized person from NTPC, the cars are not found in suitable condition as mentioned, they will be liable to be returned back.
- 12) The agency, once confirmed, should not refuse to provide the vehicle against the requirement, failing which, penalty of Rs.1000/- shall be deducted on each refusal from their other running bills besides any other action which may even lead to termination of contract.
- 13) Use of alcohol by driver will not be allowed during duty time in any case.
- 14) Agency shall in no case lease/transfer/sublet/appoint caretaker for services.
- 15) Agency shall be solely responsible for payment of wages/salaries and allowances to his personnel that might become applicable under the new act or order of Government. NTPC shall have no liability whatsoever in this regard.
- 16) Agency shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff.
- 17) Agency shall ensure character & antecedent verification in respect of driver deployed for the duty.
- 18) The duration of the contract shall be 24 months from the date of commencement as per direction of EIC.

**F. ENGINEER-IN-CHARGE (EIC):**

AGM (MM-Offsite) will be the EIC of this contract. He will act in all matters pertaining to this job on behalf of NTPC.

**G. EVALUATION CRITERIA:**

- The bidder shall quote their prices as per BOQ (Bill of Quantity).
- The contract shall be awarded equally to 2 (two)/ 3 (three) separate agencies/ vendors at the same rate, terms and conditions.
- All the categories of items will as per BOQ to be considered for evaluation purpose.
- Evaluation shall be done on the total marks scored in all categories in BOQ by individual bidder.
- The score shall be in the ascending order from 1.2.3, #. Based on the lowest quoted rate by the bidders on individual line items separately. Lowest quoted rate will be given 1 mark, 2nd lowest will be given 2 marks & so on.
- Bidder shall be graded like L-1, L-2, L-3## on the basis of all categories based on the summation of total marks scored by the bidders. (Lowest scorer shall be L1 and so on).
- L-1, L-2 & L-3 bidders shall be offered lowest individual quoted rates for all the categories received in the tender among all participating bidders. Letter of Award shall be issued to them who accept lowest obtained rates in each category.
- All two or three agencies shall be awarded equal value of the contract (total contract value shall be divided into these two or three agencies).
- If the original L1 bidder does not accept the lowest obtained rates of each category, the contract shall be equally distributed among two (L2 & L3) bidders in ascending order of their bid rank who accept these lowest rates.
- The bidders who do not accept the counteroffer of NTPC shall not be considered for award irrespective of their position.
- Bidders have to submit their offer online through NTPC e-tender site for each category of vehicle as per Bill of Quantity. If any of categories is left un-quoted, then the offer will not be considered for evaluation & the offer will be rejected