

Engineering College, Nowgong, Chhatarpur (MP)

INDEX

NIQ FOR

**NAME OF WORK:- PROVIDING & OPERATING AC CAR FOR OFFICE USE
AT HEADQUARTER AND OUTSIDE THE HEADQUARTER OFFICE OF**

ENGINEERING COLLEGE, NOWGONG (M.P.)

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This is certified that, this NIQ document contains total 11(Eleven) Nos. Pages.

Sd/-

**Principal
Engineering College, Nowgong
NH-75, Jhansi Road,
Nowgong Distt.-Chhatarpur (M.P.)**

Engineering College, Nowgong, Chhatarpur (MP)

NOTICE INVITING QUOTATION

1. Quotations in the prescribed form on item rate basis are hereby invited on behalf of Engineering College Nowgong, Chhatarpur (M.P.) for Providing & Operating vehicle as per following details for **daily use at the office of Engineering College Nowgong, (M.P.)**

| SL. | Types of Vehicle | Model | Terms |
|-----|---|------------------|---|
| 01 | Indigo ecs Dzire Toyota Etios Mahindra logan | 2021 and onwards | a. Monthly Fix Charges for 1000 KM basis b. 08 hrs. duty c. Monthly variable charges for upto 1400 KM |
| 02 | Mahindra Jeep/Bolero/Scorpio Equivalent | 2021 and onwards | a. Monthly Fix Charges for 1000 KM basis b. 08 hrs. duty c. Monthly variable charges for upto 1400 KM |

The contract period shall be one year with the provision of further extension of another one year at mutually agreed terms and condition.

2. Quotation document consisting of condition of contract can be obtained from the office of Engineering College Nowgong (MP) on any working day between the hours of 10:30 AM to 5:00 PM up to **Dt. 30.12.2022**. The duly filled Quotation along with given below (Para 3) documents shall be submitted **up to 15:00 hrs. on Dt. 30.12.2022** in the office of Principal, Engineering College Nowgong, Chhatarpur (MP) Technical bids of duly received sealed quotation **will be open on same date 30.12.2022 at 17:00 hrs. in the O/o Engineering College Nowgong (M.P.) and thereafter only financial bids of technically qualified quotations will be opened on the same day.**

3. Two Envelop System:-

- 3.1 Quotation will be submitted in two separate sealed envelopes containing Technical Bid Only" and other "Price/ Commercial Bid Only". A master envelope containing both the Technical Bid and commercial bid duly sealed and super scribing "Providing Operating Vehicles for office us in the Office of **Engineering College Nowgong (M.P.)**
- 3.2 Following documents shall be submitted along with **Technical Bid(Envelope-A):-**
- 3.2.1 Photocopy of registration of firm for Service Tax issued by appropriate Government authority.

- 3.2.2** Photocopy of PAN number issued by Income Tax Department.
- 3.2.3** Photocopy of following documents of the vehicles
- (A) Registration Book indicating Make, Model, Year of Manufacture, Road Tax Paid up to & Commercial use, Fitness valid up to etc.
- (B) Valid Insurance Paper. The Vehicle should be in the Name of Owner of the firm or Registered Power of Attorney (If not in the name of owner of the firm)
- 3.2.4** EC Nowgong NIQ document duly signed in all pages.

Note:- Technical Bid without proof of any of above documents (Para No. 3.2.1 to 3.2.4) shall be rejected and price bids of firms shall be not opened, No further correspondence shall be made in this regard.

- 3.3 Envelop- B (Price Bid):** Price Bid must be submitted in the format as per Annexure-B in a separate envelopes. The payment of Service Tax shall be made on claims subject to valid proof of Service Tax Registration in the of firm. Applicability of Service Tax (Applicable or Not) and if applicable the rate of service tax should be mentioned clearly in Price bid. Only Technical Bid will be opened first in **The O/o Engineering College Nowgong (M.P.)** and Price Bid will be opened in respect of technically qualified firms on the same date. The offer of the firm who fails to submit their offers in separate sealed envelopes specifying clearly the Price/Commercial and Technical Bid will not be considered.
- 4.** The Contractor, whose quotation is accepted, will be required to furnish security deposit for the due fulfilment of this contract, which amount to a sum equal to @10% work order annual value within 30 days from day of issue of work order. The Security deposit shall be furnished in the form of Demand Draft/FDR in favour of **Engineering College Nowgong (M.P.)** drawn on a National/Scheduled Bank (As per RBI Schedule) having office in India and payable at Nowgong. No Interest on security deposit is payable.
- 5.** The acceptance of quotation will rest with the Principal of **Engineering College Nowgong (M.P.)** or any officer authorized by him who does not bind himself to accept the lowest quotation and reserves to himself the Authority to reject any or all the quotations received without the assignment of any reason. All the quotations in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
- 6.** The quotation for works shall remain open for acceptance for a period of **90(Ninety) days** from the date of opening of the quotation.
- 7.** The general Terms & Conditions of Contract (Annexure-A) and Blank Price Bid (Annexure-B) are enclosed.

**Engineering College
NH-75, Jhansi Road, Naura Pahadi
Nowgong (M.P.)**

**Engineering College
NH-75, Jhansi Road
Nowgong (M.P.)**

GENERAL TERMS & CONDITIONS OF CONTRACT

NAME OF WORK:- Provision and Operation of vehicle for daily official use at the office of Engineering College Nowgong (M.P.) The Scope of Work Covers the Following-

1. 1. Regular maintenance of the hired vehicles.
 - 1.1 Provide fuel & driver for the hired vehicles.
 - 1.2 The Vehicles should be in good working condition, hygienically cleaned and well Maintained.
 - 1.3 The vehicle is required for use at EC Nowgong for office Use.
 - 1.4 Any Vehicle having year of manufacturing prior to 2021 will not be accepted.
 - 1.5 The contractor shall take prior permission of EC for substitution of any vehicle in case of Break down/maintenance.
 - 1.6 The intending contractor should own the vehicles in his name or in the name of firm or under duly registered power of attorney in favour of the contractor.
 - 1.7 Contractor must name his liaison officer/representative to be available for coordination in connection with day to day running of the vehicle.
 - 1.8 In case of breakdown, accident or any other exigencies involving any of the regular vehicles the contractor will be liable to provide replacement of the same with comparable quality immediately. The details of any such substitution shall be submitted to EC on the same day.
 - 1.9 It shall be the responsibility of contractor to adhere to the timing as specified from time to time for deployment of vehicles.
2. **LOG BOOKS:-** The log book provided by EC, for the purpose of various vehicles with be maintained by contractor to record mileage for verification .In case of failure of milometer. The actual distance travelled shall be assessed by EC, whose decision in this regard shall be final and binding. The Contractor shall repair/replace such milometer within 3 days or otherwise pro-rata KM per say will be paid also refer Para 9.
3. **MISCELLANEOUS :-**
- 3.1 Income Tax or any other taxes as applicable from time to time shall be deducted as per provisions of the Act from the Bill of Contractor.
 - 3.2 Contractor shall be responsible for compliance with all obligations and restrictions imposed under the Motor Vehicle Act and rules made there under as applicable on date.

- 3.3 The contractor shall be responsible for the acts/and accidents committed by the person employed by him.
- 3.4 The Contractor shall defend indemnify and hold harmless from any liability of penalty which may be imposed by central, State or local authorities by reason of any violation by the contractor or such laws, regulation or requirement and also from all claims. Suits or proceedings that may brought against the EC arising under, growing out of or by reason of the work provided for by this contract whether brought by employees of contractor by third parties or by central, authority or any political subdivision thereof.

4. RUNNING & MAINTENANCE:-

- 4.1 The vehicle will have to be kept in good operating condition at all the times. Procurement of fuel, lubricants, spare etc. will have to be arranged by the contractor at his own cost. All repair maintenance, checkup etc will have to be arranged by contractor.
- 4.2 In case of major break down or with-drawl of the vehicle. The contractor for such reason shall immediately the same on temporary basis till the vehicle is made in order. If in the opinion of EC the vehicle so replaced is found unsatisfactory, this shall be replaced by another vehicle acceptable to EC.
- 4.3 In case of total absence the payment of the hire charges will be deducted on prorata basis for the day and also refer Para 9.1 to 9.8 below.
- 4.4 If the contractor makes default in placement of vehicle for a period of 7 days in a month or performance of the contractor is most found satisfactory in the opinion of EC or in case of any failure of contractual obligations. The EC reserves the right to cancel the contract and to forfeit security deposit of the contractor. The EC further reserves to right to recover from contractor any amount which may become due to the EC even after adjustment form the security deposit.

5. PAYMENTS:-

The bill shall be raised monthly by the contractor in triplicate along with necessary records of vehicles use as decided by EC and be submitted to the Engineering College Nowgong (M.P.) by 7th of each month and payment there of shall be made by EC Nowgong, (by Electronic Money transfer directly to the account) within fortnight subject to undisputed claim.

- 5.1 In the event of any dispute the decision of EC Nowgong shall be final and binding on contractor.

6. MODE OF MEASUREMENT FOR PAYMENTS:-

- 6.1 The K.M. will be calculated from the authenticated log book/duty slips.
- 6.2 While computing the distance in Kms. The distance covered for taking the vehicle for repair RTO passing etc. will not be taken in to consideration i.e. the number of kms that are covered furtherance of performing the schedules duty will not be taken in to consideration.
- (i) No garage to garage K.M. shall be added for vehicle hired for daily 24 Hours use. However vehicle hired for G-Shift/8 hours on one or two Shift (Not 24 hours basis) maximum Kms (both side) shall be added in daily use subject of actual.

7. CONTRACTORS OBLIGATION & LIABILITES:-

- 7.1 Manpower: The contractor shall on award of the contract, furnish the list containing names and addresses of his staff along with police verification report of each workman so as to enable the EC to check the character and antecedents if it so desires. The contractor shall get EC approval for the staff to be engaged.
- 7.2 The contractor shall at his own cost maintain sufficient number of Drivers holding valid driving licence and helpers etc. for smooth and efficient running of the vehicle. The driver should posses at all times necessary valid driving licence issued by RTO. The driver shall have experience in the time.
- 7.3 The staff should always be decently dressed and be well behaved.
- 7.4 If the EC is not satisfied with the conduct etc. of any of the operating crews of the contractor the contractor shall replace the person concern as per advice of the EC.
- 7.5 Contractor shall provide a photo badge to all his personnel employed, indicating his name, designation, Age etc.

8. WORKMAN'S INSURANCE:-

- 8.1 Without prejudice to the contractors liabilities and indemnity clause and associated clauses of the General Terms & Condition of Contract. The Contractor shall at his own cost and initiative at all times up to the successful completion of the contract take out and maintain insurance cover from Nationalized Insurance Company under the workman's compensation Act and other industries legislation from time to time applicable in the State of Delhi and or at EC providing for payment of compensation to workman in the event of death, injury or accident to workmen in the course of or in connection with employment such policy (ies) in respect of workmen compensation insurance to be of value of not less than Rupees One lakh per person. It being understood that such limit is specified only for the purpose of insurance and shall not otherwise in any manner limit the contractor liability and associated clauses there under of the General Terms & Condition of Contract.

9. DEFAULTS:-

- 9.1 In case of breakdown of any vehicle, the contractor shall immediately replace the vehicle within one hour. Failure to replace the vehicle will entitle EC to deduct an amount of Rs. 10/- per hrs each occasion.
- 9.2 In case the vehicle reports later than by 10 minuts. Of the time it was requisitioned for, the contractor shall pay an amount of Rs. 100/- for each occurrence to the EC and the amount will be deducted from the monthly bills/security deposit or any other dues.
- 9.3 In case the vehicle does not report at all on any day a sum or Rs. 500/- will be imposed as penalty in addition to deduction of pro-rata hiring charge for the day.
- 9.4 If a driver while on duty misses from the site W/O intimation to the user penalty of Rs. 100/- will be imposed per occasion.
- 9.5 In case the contractor fails to provide the vehicle requisitioned the EC reserves the right to hire such number of vehicles as requisitioned from the market and the additional amount. If any over and above the rates agreed to by the Contractor will be deducted out of the monthly bills/ security deposit payable to the contractor. The amount stated by EC shall be final and binding on the contractor.

- 9.6 In case the Contractor provides the vehicle which is not roadworthy and in good condition. The EC reserves the right to use not to use the vehicle. If the vehicle is used, payment for the same will be made at half of the contracted rate on Pro-rata basis.
- 9.7 In case milometer is not repaired within 3 days. Penalty of Rs. 100/- for every day beyond three days will be imposed.

10. ARBITRATOR:-

All disputes or difference whatsoever arising between the parties out of or relating to the operation or effect of this contract or breach there of shall be settled by arbitration for which arbitrator will be appointed by EC. The applicable law will be the laws of India in force. The jurisdiction for all disputes will be within limits of District Courts Chhatarpur only.

11. TERMINATION OF :-

- 11.1 Without prejudice to the right of termination provided under to General Terms & Condition of Contract or without prejudice to any other remedy available to the contract in this behalf, the either party may terminate the contract at any time on giving the contractor not less than 30 days notice in writing, If EC, finds the quality or efficiency of the work performed by the contractor, to be unsatisfactory of which the RED, NR ADI shall be sole judge.
- 11.2 Upon termination, under and with reference to this clause, the contractor shall be entitled to be paid for the work actually performed upto the date of termination in accordance with the provision of the contract, but shall not be entitled to any other claim or compensation what so ever, including (but not limited to) any claim or compensation for any expenditure incurred by the contractor in or for any equipment, materials or facilities or for any loss in the profit or anticipated profit of the contractor.
- 11.3 If at any stage during the period of execution of contract, any case involving moral turpitude is instituted in a court of law against the contractor or his employees, EC reserves the exclusive and special right to the outright termination of the contract and the contractor shall not be entitled to any compensation from the EC whatsoever.

12. SECURITY DEPOSIT:-

- 12.1 The contractor, whose quotation is accepted will be required to furnish security deposit for the due fulfilment of this contract, which amount to a sum equal to @10% work order annual value, within 30 days from date of issue of work order. The security deposit shall be furnished in the form of Demand Draft/FDR in favour of Engineering College Nowgong (M.P.) drawn on a Nationalized/Scheduled Bank (As Per RBI Schedule) having office in India and payable at Nowgong.
- 12.2 After termination/expiry of the contract, the security deposit held by the EC will be released to the contractor within a period of three months subject to realisation of dues, If any to be made from the contractor.

13. SUBLETTING OF CONTRACT:-

The work shall not be sublet /assigned directly or indirectly to other agencies without prior written consent of the competent authority of the EC.

14. AGREEMENT:-

The NIQ scope of work, Specification, General Condition of Contract, General Terms and Conditions as specified above and Work order placed on successful firm shall form the part of the agreement to be made with the EC.

15. DECLARATION BY THE OWNER OF THE FIRM:-

I/We hereby declare that none of the members or my/our relatives of any employee of EC Nowgong and I/We also further declare that no is/are a Director/Partner of my/our firm/Company/Partnership/Proprietor.

Signature of Contractor : _____
Name : _____
Date : _____
Seal : _____

PRICE BID

SUBJECT: PROVIDING & OPERATING COMMERTIALLY REGISTERED VEHICLES ON MONTHLY HIRES BASIS FOR THE USE OF PRINCIPAL AND STAFF THE OFFICE OF ENGINEERING COLLEGE NOWOGNG (M.P.)

1. Our rates for providing vehicles with Commercial Registration on Monthly hire basis for daily use at the office Engineering College Nowgong (M.P.) as per the NIQ is as under:

| SI | Types of Vehicles | Monthly Fixed charges for 1000 KMS at Headquarter | Variable Charges for extra upto 1400 KMS For out of Headquarter Rs. Per KM | Charges for extra hrs. beyond monthly limit |
|----|---|---|--|---|
| 1 | 2 | 3 | 4 | 5 |
| 01 | One No. AC, Indigo ecs/ Dezair /Toyota Etios/Mahindra Logan or Equivalent, Model 2021 and onwards with Commercial Registration on Monthly hire basis for eight hrs. daily use with diesel and driver for Principal and staff up to 1000 KM per month at Headquarter + upto 1400 Kms out of Headquarter. | | | |
| 02 | Mahindra Jeep/Bolero/Scorpio Equivalent | | | |

2. **GST** (Clearly indicate Inclusive or exclusively): _____ & Rate _____

Date:

Signature _____

Name of the firm/agency _____

(In capitals) _____

Phone No. _____

E-mail address _____