

**National Highways & Infrastructure Development Corporation Ltd. (Under
Ministry of Road, Transport & Highways, Govt. of India)**

Name of Work: Providing & supplying of commercial vehicles (SUV such as Innova, Crysta, Scorpio & Swift Dzire or equivalent) on monthly basis for NHIDCL in the State of Tripura.

TENDER DOCUMENT

December
2022

CONTENTS OF TENDER DOCUMENT

Sl. No.	Description of contents	Page No.
1	Cover Page	1
2	Contents of Tender Document	2
3	Notice Inviting Tender	3-5
4	Terms and Conditions (Annexure-I)	6-10
5	Form for Technical Bid (Annexure-II)	11-13
6	Undertaking (Part of Annexure-IIB)	14
7	Form for Financial Bid (Annexure-III)	15-16
8	Declaration for Financial Bid	17

**NATIONAL HIGHWAYS &
INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.
(Ministry of Road, Transport & Highways, Government of India)
R.O. Agartala, 3rd floor, UD Bhawan, Shakuntala Road, Agartala Tripura-799001,**

NHIDCL/ROAGT./1(2)/2020

Date: 26.12.2022

NOTICE FOR INVITING TENDER

Name of work: Providing & supplying of commercial vehicles (SUV such as Innova, Crysta, Scorpio & Swift Dzire or equivalent) on monthly basis for NHIDCL in the State of Tripura.

1. Technical Bid and Financial Bid from reputed Agencies for providing Vehicles to the National Highways and Infrastructure Development Corporation Limited, Regional Office – Tripura, a PSU company under the Ministry of Road Transport & Highways, Govt. of India initially for a period of 2 (Two) year from the date of award of contract, which is extendable upto 1 (One) year based upon the satisfactory performance and as per the requirement.

Sl. No.	Name of work	Tentative Nos of Vehicles Required	Bid documents Cost incl. GST	EMD/Bid Security
1	Providing & supplying of commercial vehicles (SUV such as Innova Crysta, Scorpio & Swift Dzire or equivalent) on monthly basis for NHIDCL in the State of Tripura	Innova Crysta or equivalent: 6 nos. Scorpio or equivalent: 15 nos Swift Dzire or equivalent: 1 nos. Innova should be top model (Bucket Seat)	Rs. 11,800/-	Rs. 6,43,000/-

1.1

Cost of Bid Documents:

Rs. 11,800/- in favour of NHIDCL ESTABLISHMENT ACCOUNT (Non-Refundable) (The bidder can make online payment of tender document fee, through RTGS/NEFT Establishment Account of ED (P) details as mentioned below: -

Particulars	Details
Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited Establishment Account
Beneficiary Bank Account No.	79901010002270
Beneficiary Bank Branch	IFSC – CNRB0017990
Beneficiary Bank Branch Name	Agartala-II Branch
Beneficiary Bank Address	Canara Bank, Agartala-II

Branch, Durga Bari Road, 1st floor above RMS office, Agartala, Tripura: 799001

2. Interested Firms/Agencies/Individual may submit proof of Earnest Money Deposit (EMD) of Rs. 6,43,000/- (Rupees Six Lakh Forty-Three Thousand Only), Bid document cost of Rs. 11,800/- (Eleven Thousand Eight Hundred Rupees only) submitted on or before 04.01.2023 by 1500 (Hours) to the Executive Director (Project), Regional Office: Agartala. No tender shall be entertained after this deadline under any circumstances whatsoever.
3. Bidder can submit EMD fees of Rs. 6,43,000/- (Rupees Six Lakh Forty-Three Thousand Only), in the form of BG, DD and RTGS-NEFT & Bid Document fees in the form of DD and RTGS-NEFT.
4. The Technical Bid of bidders will be opened at 1500 (Hours) on 05.01.2023 in the presence of authorized representative of Bidders who chooses to attend the opening of bids.
5. Every page of Technical as well as Financial Bid should be duly signed by the authorized representative. NHIDCL reserves the right to accept or reject any bid if it is not duly signed.
6. NHIDCL reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to accept or reject any or all the bids without assigning any notice or reason whatsoever and without incurring any liability to the effected bidders. The decision of the National Highways and Infrastructure Development Corporation Limited, Regional Office, Agartala in this regard shall be final and binding on all.
7. Number of each vehicles are tentative and may decrease/increase as per the requirement.
The tentative locations of vehicles areas under:

Type of the Vehicle	Tentative Location
Scorpio, Innova Crysta, Swift Dzire or equivalent	Agartala, Khowai, Udaipur, Ambassa, Dharmanagar, Kanchanpur, Manik Bhandar, Amarpur, Teliamura, Kumarghat.

8. Bid documents can be seen at and downloaded from the website <https://gem.gov.in>, Bid documents contain qualifying criteria for bidder, specification, bill of quantities, conditions, and other details.
 - 8.1 Bidder must submit its financial and technical bid at <https://gem.gov.in> on or before 04.01.2023 (up to 1500 Hrs. IST). Technical Bids received online shall be opened on 05.01.2023 (at 1500 hours IST).
9. To participate in bidding process, bidders have to get (DSC) "Digital Signature Certificate" as per Information Technology Act-2000, to participate in online bidding. This certificate will be required for digitally signing the bid. Bidder can get above mentioned digital certificate from any approved vendors. The Bidder, who already possess valid (DSC) "Digital Signature Certificate" need not to procure new Digital Signature Certificate.

10. The bidders have to submit their bids online in electronic format with Digital Signature. The bid cannot be uploaded without Digital Signature.
11. Bids will be opened online as per time schedule mentioned below.
12. Before submission of online bids, bidder must ensure that scanned copy of all the necessary documents have been attached with bid.
13. The department will not be responsible for delay in online submission of bids whatsoever reasons may be.
14. Terms and conditions and other details are attached as Annexure-I, II & III.
15. It should be ensured that none of the Staff, their relatives or any of the Contractor/ Vendor/Agencies assigned works/contracts is considered for hiring of vehicles. A certificate in this regard should be obtained from the agency/contractor to this effect.
16. Conditional offer or the bid not furnished in the said format shall be considered non-responsive and is liable to be rejected.
17. NHIDCL reserves the right to accept/reject any or all the bids without assigning any reasons thereof.
18. Bidders can contact the undersigned for any guidance for getting DSC or any other relevant details in respect of e-tendering process.
19. Before submission of online bids, bidder must ensure that scanned copy of all the necessary documents have been attached with bid.
20. Bidder to submit monthly rates per vehicle upto 3000 Km in Financial bids and rates per KM beyond 3000 Km to be mention. The rates must be quoted exclusive of GST which will be paid extra as applicable from time to time.

21. Schedule of tendering Process is given below:

(i)	Last Date for submission of documents	04.01.2023 1500 hrs IST
(ii)	Date and Time for opening of Technical Bid of tender Documents	05.01.2023 1500 hrs IST
(iii)	Date and Time for opening of Financial Bid (Sealed financial quotations) of tender Documents	To be intimate later

Executive Director (P)

NHIDCL, Regional Office, Agartala, Tripura, 799001
Email: edp-agartala@nhidcl.com

TERMS AND CONDITIONS

Name of work: Providing & supplying of commercial vehicles (SUV such as Innova Crysta, Scorpio & Swift Dzire or equivalent) on monthly basis for NHIDCL in the State of Tripura.

1. The vehicle should be preferably new and driven not more than 5000 Kms. The vehicles should be in good running condition.
2. The vehicles provided should have permit to travel in the entire State of Tripura as the vehicle may be used at any place within the state of Tripura as well as in adjoining states as per the requirement of NHIDCL.
 - 2(a). The registered office of the bidder and should be located at Tripura and also 90% of the vehicle number should be registered in Tripura.
 - 2(b). The bidder should be having experience of undertaking similar works during the last 3 years. The tenders must enclose copies of experience certificates.
3. The vehicle provided should either be owned in the name of the applicant or may be hired from other sources. At least one vehicle of each categories must be registered in the name of bidder. However, in case of hiring of vehicle from other sources, necessary documents need to be submitted. Once the bid is accepted, the service provider shall produce all original documents related to ownership/hiring of the vehicle from other sources for verification.
4. All necessary taxes for operating the vehicles should be fully paid and all necessary papers shall be provided in the vehicles as *required* by prevailing Motor Vehicles Act with comprehensive insurance cover for the vehicle.
5. The vehicles shall be available all the time (24x7) as required by NHIDCL for all days regularly during the period of contract.
6. Agency shall make available drivers having valid driving license and no outstanding accident claim.
7. The vehicle and driver provided with a vehicle shall not be changed or altered for entire agreement period unless approved/accepted by this office.
8. The agency shall bear all expenses required for keeping the vehicles in smooth running condition such as fuel, lubrications oil & other consumables, necessary service & maintenance, repairs & replacement etc. and salary of the driver per month as per Govt. norms.
9. In the event any vehicles being off the road for maintenance or on any other account of breakdown, the agency shall provide a substitute vehicle of same type immediately. If the substitute vehicle is not provided, NHIDCL reserves th

e right to hire a vehicle from the other sources and may deduct the same charges from the monthly bill of supplier/agency subject to maximum limit of Rs. 2500 per day.

10. The Agency should ensure that sufficient fuel is always available in the tank for travel.
11. The Agency should submit their bills in duplicate along with logbook within 1st week of every month for payment. Necessary taxes including GST if any will be deducted, and payments made.
- 12.A logbook for the car in the format prescribed, for each of the journeys performed, duly signed by the office, would be maintained, and submitted by the service provider along with the bill and duty slips.
13. The quoted rates for hire charges of vehicles with fuel and lubricants etc should be valid for a period of three year from the date of acceptance. No variation/ revision in quoted rates on account of any increase in fuel or spares cost will be entertained.
- 14 The Agency should be able to supply the required vehicles within ten working days from the date of award of work.
15. The supply of vehicles is initially for duration of two year only from the date of Letter of award. Vehicle may be continued for one year more beyond the stipulated period on the rates quoted & condition here in if required by NHIDCL upon satisfactory performance and agreed by the bidder.
16. The successful agency will submit a copy of the following documents for each vehicle before start of the work. Also, original documents should be available all the time in the vehicle under the custody of concerned driver. All instructions of Government need to be followed for all vehicles.
 - I. Comprehensive Accident and workman Compensatory insurance policy coverage in respect of every employee employed by agency and third-party liability as per rule valid for entire period of the contract.
 - II. Copy of RC Book/Registration of Vehicle.
 - III. Pollution Clearance Certificate.
 - IV. Driving License of concerned driver.
 - V. Any other documents/permit required by Govt. of Tripura for vehicle.
 - VI. Proof of Identity of bidder.
 - VII. Copy of GST Registration certificate
 - VIII. Copy of last income Tax return filed.
17. In case of breach of terms & conditions performance by agency and in case of rash/inappropriate driving, NHIDCL may terminate the agreement immediately without assigning reasons. Decision of NHIDCL is final and binding.
18. The vehicle should be registered along with all necessary documents i.e. valid insurance, road tax payment etc. The Driver should possess valid driving license and should be well dressed, experienced, mannered/disciplined and adequately educated to maintain logbook and maintain decency, politeness, and good habits.
19. A fixed payment per month as per the details mentioned in the Tender Documents will be made up to 3000/ KM per month per vehicles considering availability for 30/31 days (For February 28/29days). Extra kilometer run will be paid as and when total Km

run by all the vehicles engaged in a particular RO/PMUs/SOs per month is more than the total Km vehicles are supposed to run taking average per vehicle 3000 km.

20. The Kilometer counting of the vehicle shall start from the designated office and shall end at the designated office. Odometer must be correctly calibrated at all times.

21. Department shall not be responsible for any damage to the vehicle in case of an accident or otherwise, theft of vehicle/parts and accessories therein. Similarly, department shall not be responsible for any third-party claims.

22. The successful bidder has to provide the vehicles as per requirements of the respective office. The number of vehicles may increase or decrease during the period of validity of the tender. Payment will be made on the basis of actual number of vehicles hired and operated during the relevant month/period.

23. The vehicles will be operated in AC mode. The model of the vehicle should be Top model.

24. An agreement/ contract will be signed with the successful bidder.

25. The service provider should give an undertaking that he or his firm has not been blacklisted by any Organization/ Government department as on the date of submission of the bid **(as per Annexure-IIB)**.

26. The “service provider” should provide Vehicles in good condition with clean Interior & exterior and good upholstery.

27. The vehicle shall be provided on any day including Sunday and Holidays, if required by the NHIDCL with no extra charges.

28. The service provider/ driver should have a mobile telephone for contact round the clock. Cost & Bills will be borne by the service provider.

29. Once hired, the vehicle will not be put to use for other purposes, and the vehicles and drivers will work under the overall supervision of the department for which they will do all as is necessary.

30. In order to ensure day to day functionality of NHIDCL, once hired, service provider shall not keep changing or rotating vehicles and drivers, except if the NHIDCL so indicates in the case of eventuality or unsuitability.

31. Any person or any employee of the Department should not be a partner, directly or indirectly, with the service provider.

32. It is clarified that the engagement of service provider for providing vehicle on contract basis does not in any manner confer any right on the service provider or any other person/ driver may be deployed by her/him in this office to claim any regular employment in this office or any government office. The owner/service provider will be solely responsible for all wages/ dues to the driver and to follow all the rules/ provisions as per the law. This Office/ Department shall not be responsible for any dispute/liability whatsoever in this regard.

33. In case of any accident, any and all the claims and damages arising there from shall be met by the service provider. The department shall not have any liability/Responsibility in this regard either for the driver, commuter vehicle or the third party.

34. The service provider shall undertake to indemnify the Department against all damages/ charges arising on account of or connected with the negligence of the service provider or his staff or any person under his control whether in respect of accident / injury to the person or damages 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.

35. The Department reserves the right to reject the vehicle in case of delay for non provision of vehicle in time. The driver needs to have experience in hill driving. In case it is seen that the driver or the vehicle are unsuitable, NHIDCL reserves right to terminate the agreement without any notice. The vehicle can be used to travel anywhere in Tripura & adjoining states as per requirement of NHIDCL.

36. 'Vehicle or equivalent' means a equivalent vehicle which costs same or above than the vehicle required.

37. Extra charges Rs.250/- Per night will be paid for night stay away from the place of hiring.

38. If the vehicle is not provided continuously for 03days, NHIDCL reserves the right to terminate the contract immediately.

39. Bid Security:

a) The bidders shall furnish, as part of the bid, an Earnest Money/ Bid Security of the amount as specified in the documents.

b) The Earnest Money/Bid Security shall be in the form of BG, DD and RTGS-NEFT. In case of BG, the validity of BG shall be for a period of 180 days, and the same to be in the name of Executive director, NHIDCL payable at Agartala and delivered personally in the office of RO Agartala.

c) Any bid not accompanied by an acceptable Earnest Money/Bid Security shall be rejected by the Employer as non-responsive.

d) The Earnest Money of successful bidders will be returned within 120 days after submission of Bank Guarantee.

e) The bids shall be valid for 120 days from the date of opening.

f) The Earnest Money of unsuccessful bidders will be returned after award of work or within 30 days from opening of financial bid whichever is earlier.

40. The Bid Security/ EMD will be forfeited

a. If the Bidder withdraws the Bid after its submission.

b. If the successful Bidder fails to submit Bank Guarantee; or

c. If the successful Bidder fails to sign the Agreement.

d. The Earnest Money Deposit by bidder shall be returned after signing of Contract Agreement with the Successful bidder.

41. Performance Security:

Within 10 (ten) days after receipt of the Letter of Award, the successful Bidder shall deliver to the Employer a Performance Security of 3 (three) percent of the total contract price of two year, valid for the period of 90 days after the expiry of Contract Period.

42. Signing of Agreement:

NHIDCL will sign Agreement with the Selected Bidder to whom the LoA has been issued within 7 (seven) working days from the date of LoA.

42. In case the agencies fail to provide valid contact details (Telephone/Mobile No., E-mail & Address), the bid may be rejected.

43. The details viz. make of vehicle; monthly running limit, duration of engagement, etc. have been specified in the NIT. Further, all vehicles shall have AC working fully along with thermostatic control. All vehicles should be in good running condition and well maintained with preferably top safety features like Airbags, Fog Lamps, Parking Lights/Indicators, etc suited for extensive running on high traffic density highway, kutchra roads, non-metallic roads, khadir area and Civil Construction Site. There shall not be any lapse on safety aspect, for which selected bidder will be solely responsible.

44. All disputes would lie within the jurisdiction of Tripura Courts only.

Executive Director (P)

NHIDCL, Regional Office, Agartala, Tripura, 799001
Email: edp-agartala@nhidcl.com

TECHNICAL BID FOR HIRING OF VEHICLE :

Annexure-IIA

(To be submitted subscribing “Technical Bid”)

Name of work: Providing & supplying of commercial vehicles (SUV such as Innova, Crysta, Scorpio & Swift Dzire or equivalent) on monthly basis for NHIDCL in the State of Tripura

Sl. No.	Description	Required Details/Documents
1.	Name of the Companies/Firms/ Agencies/ Individual with full address with Pin code, telephone No & e-mail etc, Reg No. etc.	
2.	Address Proof (Voter ID, Aadhar Card etc.) (Please attach self certified copy)	
3.	PAN No. of the Companies/Firms/ Agencies/Individual allocated by the Income Tax Department. (Please attach self certified copy)	
4.	GST Registration No. (Please attach self certified copy)	
5	Details of the vehicle offered : a) Registration No. b) Owner Name b) Year of Make c) Model No./Year d) Kms Run till date e) Color of Vehicle f) Other information (if any) (Details be provided for each vehicle Separately: separate sheets may be attached if required. In case the vehicles are not in own name, notarized agreement with the owner may be attached)	
6	Earnest money details DD No. and name of issuing Bank	
7	Solvency Certificate from Bank (Rs. 20 Lakh)	

8	Registration of at least 3 (three) vehicle (Innova, Scorpio, Bolero, Dzire etc.) on bidder's name.	
9	Experience Certificate of undertaking similar works during the last 3 years. The tenders must enclose copies of experience certificates	
10	Copy of last 03 years income Tax return filed.	

Executive Director (P)
NHIDCL, Regional Office, Agartala, Tripura, 799001
Email: edp-agartala@nhidcl.com

Evaluation of Financial Bid:

For Financial Evaluation, the monthly rent quoted by the bidder for each vehicle shall be considered.

NHIDCL reserve the right to negotiate the base rate /optional rate with the L-1 Bidder if deemed fit.

The L-1 bidder shall be declared as the “Selected Bidder”. Letter of Acceptance (LoA) shall be issued after completion of Technical & Financial Evaluation. However, before issue of LoA, the offered vehicles and drivers shall be called for demonstration and in case any vehicle/driver being offered by a bidder is found unsatisfactory to NHIDCL, the bidder shall provide alternative vehicle as per the tender conditions.

Undertaking (Part of Annexure-IIB)

Name of work: Providing & supplying of commercial vehicles (SUV such as Innova Crysta, Scorpio & Swift Dzire or equivalent) on monthly basis for NHIDCL in the State of Tripura.

1. I/We hereby certify that the information furnished above is true and correct in all respect to the best of my/our knowledge. Understand that in case any deviation is found in the above Statement at any stage; I/We will be blacklisted and will not have any dealing with the department in future.
2. I/We undertake that, I/We have carefully studied all the terms and conditions as indicated in Annexure-I and understood the parameters of the proposed requirement of vehicle and shall be abided.
3. If the bids are accepted, I/We here by agree to abide by and fulfil all the terms and provisions of the said conditions as indicated in Annexure-I so far as applicable.
4. I/We have not blacklisted by any Organization/Department as on the date of submission of bid.

Executive Director (P)

NHIDCL, Regional Office, Agartala, Tripura, 799001
Email: edp-agartala@nhidcl.com

ANNEXURE-III

FINANCIALBID FORHIRING OF VEHICLE

PROFORMA FOR QUOTING RATES
(TO BE SUBMITTED SUBSCRIBING “FINANCIALBID”)

Name of work: Providing & supplying of commercial vehicles (SUV such as Innova Crysta, Scorpio & Swift Dzire or equivalent) on monthly basis for NHIDCL in the State of Tripura.

To be filled in Excel format:

Sl. No.	Type & Location of Vehicles	Type of Cost	Rate be quoted by the Bidder (Per Vehicle) inclusive of all charges but exclusive of GST. (In Rupee)	
			In Figures	In Words
1	Scorpio or equivalent	Rate Per Month for 3000 Km beyond 3000 KM		
2	Innova Crysta (One Bucket seat) or equivalent	Rate Per Month for 3000 Km beyond 3000 KM		
3	Swift Dzire or equivalent	Rate Per Month for 3000 Km Rate Extra Per KM beyond 3000 KM		
Grand Total				

To be filled in pdf format:

Sl. No.	Type & Location of Vehicles	Type of Cost	Rate be quoted by the Bidder (Per Vehicle) inclusive of all charges but exclusive of GST. (In Rupee)

			In Figures	In Words
1	Scorpio or equivalent	Rate Extra Per KM beyond 3000 KM		
2	Innova Crysta (One Bucket seat) or equivalent	Rate Extra Per KM beyond 3000 KM		
3	Swift Dzire or equivalent	Rate Extra Per KM beyond 3000 KM		
Grand Total				

1. The lowest bidder for contract is the one who quotes lowest rate per month of the Grand total of all three categories of vehicles.

1.1 Bidder to submit monthly rates of Vehicle upto 3000 Km in Financial bids and rates per KM beyond 3000 Km to be mention.

2. The total amount quoted in words shall be the sole guided factor for financial evaluation of bidders.

3. Annexure I for terms & conditions shall be the part of bid and hence shall be duly signed by the Bidder.

4. The quoted rates (Fixed & Flexible) for hire charges per month include salary of the driver per month, cost of all lubricants, routine maintenance, toll tax, Parking Charges if any including cost of spares etc and any other incidentals as required but exclusive of GST .

5. Total payment per vehicle will be fixed cost-plus flexible cost calculated as per the actual Kms run for each month. There will be extra payment for night charges, change in location of vehicle within Tripura or any other reason whatsoever.

6. NHIDCL reserves the right to sign the agreement with more than one Companies/Firms/Agencies/Individual within the submitted bids for hiring of vehicle for different locations based on the quoted rates.

Executive Director (P)

NHIDCL, Regional Office, Agartala, Tripura, 799001
Email: edp-agartala@nhidcl.com

DECLARATION FOR FINANCIAL BID

1. I,Son/Daughter/Wife of Shri am competent to sign this declaration and submit this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
4. I have furnished the rates in the price schedule attached.

Date:

Signature

Palace:

Full Name:

(Stamp/seal if applicable)

FORM OF BANK GUARANTEE FOR BID SECURITY

To

Executive Director (P)
Regional Office-Agartala
National Highways & Infrastructure Development Corporation Limited.
(Ministry of Road Transports & Highways, Government of Tripura)
Regional Office, 3rd floor, UD bhawan, Near Ravindra bhawan, Sakuntala, Agartala,
Tripura
Email: edp-agartala@nhidcl.com

WHEREAS _____ (Name of Bidder) (hereinafter called the Bidder) wishes to submit his Bid for herein after called "the Bid" KNOW ALL MEN by these present that we _____ (Name of Bank) of _____ (Name of country) having our registered office at _____ (hereinafter called the „Bank“) are bound unto Executive Director (Projects), National Highways & Infrastructure Development Corporation Ltd. (hereinafter called "the Employer") in the sum of the Rs. _____ (Rupees _____) *for which payment can truly be made to the said Employer. The Bank bind themselves, their successors and assigns by these present with the common seal of the Bank this day _____ of _____ and undertake to pay the amount of _____ Rs. _____ to the employer upon receipt of his first written demand without the employer having to substantiate his demand.

The conditions of this obligation are:

(i) If the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid.

Or

(ii) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity.

(a) fails or refuses to execute the Form of Agreement in accordance with the instructions to bidders, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

We undertake to pay to the Employer upto the above amount upon receipt of his first written demand, without the employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any one of the above conditions, specifying the occurred condition or

conditions.

This guarantee will remain in force upto and including the date 45 days beyond the validity of the bid as stated in the Instructions to Bidders or as it may be extended by the Employer, at any time prior to the closing date for submission of the Bidders Notice of which extension to the Bank is hereby waived. Any demand in respect of this guarantee should be made on the Bank on or before the date of expiry of this guarantee.

This guarantee shall also be operatable at our Branch at Agartala, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____ in words) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is served upon us on or before _____ all our liability under this guarantee shall cease.

Bank Guarantee has been sent to authority's bank through SFMS gateway as per the details below: -

S.No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited Project Account
2	Beneficiary Bank Account No.	79901010002266
3	Beneficiary Bank Branch	IFSC – CNRB0017990
4	Beneficiary Bank Branch Name	Agartala-II Branch
5	Beneficiary Bank Address	Canara Bank, Agartala-II Branch, Durga Bari Road, 1st floor above RMS office, Agartala, Tripura: 799001

SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE BANK

NAME AND DESIGNATION

EMPLOYEE CODE NUMBER SEAL OF THE BANK

SIGNATURE OF THE WITNESS (IF THIS IS TO BE WITNESSED AS PER BANK'S POLICY)

NAME OF THE WITNESS

ADDRESS OF THE WITNESS

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To

Executive Director (P)
Regional Office-Agartala
National Highways & Infrastructure Development Corporation Limited.
(Ministry of Road Transports & Highways, Government of Tripura)
Regional Office, 3rd floor, UD Bhawan, Near Ravindra Bhawan, Sakuntala, Agartala, Tripura
Email: edp-agartala@nhidcl.com

WHEREAS..... (name and address of contractor) hereinafter called "the contractor" has undertaken, in pursuance of Letter of Acceptance No. Dated..... to execute..... (name of Contract and brief description of Works) (hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a Bank Guarantee for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREOF we hereby affirm that we are the guarantor and responsible to you on behalf of the Contractor, up to a total of Rs..... (amount of guarantee) (Rupees..... (in words), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of..... (Amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid upto the date of expiry of the project completion period.

This guarantee shall also be operatable at our branch at Agartala, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____ in words) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is served upon us on or before _____ all our liability under this guarantee shall cease.

Bank Guarantee has been sent to authority's bank through SFMS gateway as per the details below: -

S.No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited Project Account
2	Beneficiary Bank Account No.	79901010002266
3	Beneficiary Bank Branch	IFSC – CNRB0017990
4	Beneficiary Bank Branch Name	Agartala-II Branch
5	Beneficiary Bank Address	Canara Bank, Agartala-II Branch, Durga Bari Road, 1st floor above RMS office, Agartala, Tripura: 799001

Signature and seal of the Guarantor with Name, Designation, Employee Code Number & Telephone Number.....

Name of the Issuing Bank/ BranchName of the Controlling Branch/Bank....

Address & Telephone Number.....Address & Telephone Number.....

Date.....

In the presence of (if this is to be witnessed as per bank's policy)

.....

1.....
(Name, Address & Occupation)

2.....
(Name, Address & Occupation)

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract including additional security for unbalance bids, if any and denominated in Indian Rupees.

AGREEMENT FORMAT

This Agreement made theth day of 2023 between the National Highways & Infrastructure Development Corporation Ltd., New Delhi (hereinafter called “the Employer” of the one part and (here in after called “ the Contractor”) of the part.

AND WHEREAS the Employer invited bids from eligible bidders for **“Providing & supplying of commercial vehicles (SUV such as Innova Crysta, Scorpio & Swift Dzire or equivalent) on monthly basis for NHIDCL in the State of Tripura”** AND WHEREAS pursuant to the bid submitted by the Contractor, vide letter dated ...th 2023 (here in after referred to as the “BID” or “OFFER”) for the required services, the Employer by this letter of acceptance datedth day of 2023 accepted the offer submitted by the Contractor for such services and the remedying of any defects thereon, on terms and conditions in accordance with the documents listed in para 2 below.

AND WHEREAS the Contractor by a deed of undertaking datedth day of 2023 has agreed to abide by all the terms of the bid, including but not limited to the amount quoted for the execution of Contract, as stated in the bid, and also to comply with such terms and conditions as may be required from time to time.

AND WHEREAS pursuant to the bid submitted by the Contractor, vide letter dated ...th 2023 (hereinafter referred to as the “the offer”), the employer has by his letter ----- datedth day of 2023 accepted the offer submitted by the Contractor for the execution and completion of such works on terms and conditions in accordance in the conditions of particular application and condition included hereinafter;

AND WHEREAS the Contractor has agreed to undertake such works and has furnished a performance security pursuant to Clause 41 of RFP (Terms & Conditions).

NOW THIS AGREEMENT WITNESSETH as follows:

- 1 In this agreement works and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to;
- 2 The following documents shall be deemed to form and to be read and constructed as part of this agreement viz.
 - a) The Contract Agreement,

- b) Letter of Acceptance,
- c) Contractor's Bid,
- d) Conditions of Contract including Terms & Conditions
- e) Technical Specifications,
- f) Scope of Work
- g) Bill of Quantities/Quoted Rate
- h) Any other document listed in the Contract Data.

- 3 The forgoing documents shall be constructed as complementary and mutually explanatory one with another, Should any ambiguities or discrepancy be noted then the order of precedence of these documents shall subject to the condition of particular applications be listed above.
- 4 In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein conformity in all respect with the provisions of the contract.
- 5 The employer hereby covenants to pay the contractor in consideration of the completion of the services therein the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties here to have caused this agreement to be executed the day and year first before written, signed, sealed and delivered by the said Employer through his Authorized Representative and the said Contractor in the presence of:

Binding Signature of the Employer:

Executive Director, NHIDCL RO-Agartala.

Binding Signature of the Contractor:

For and on behalf of

In the Presence of		In the Presence of	
1.	Name:	1.	Name:

	Address:		Address:
2.	Name:	2.	Name:
	Address:		Address: