

TERMS AND CONDITIONS

- 1) **Hire charge** : Rate should be quoted legibly and clearly both in figure and in words and should be inclusive all taxes and duties except service tax, which shall be reimbursed extra for service provider parts , if applicable, subject to submission of requisite submission of paid Challan. However the service tax for recipient part will be loaded extra before deduction of the same from bills.
- 2) **Night Halt charge** per night on out of station duty for driver will be paid by the Owner of the vehicle. HQ of duty may be changed as per requirement and no night halt charge will be paid for performing duty at HQ.(e.i TGBPP,NEEPCO Ltd, Monarchak, Sonamura, Dist.:- Sepahijala.)
- 3) **Model**: TATA SUMO GOLD, EX. A/C with Power Steering, Brand New (Diesel Version) for 24(Twenty four) X 7.
- 4) **Jurisdiction**: Normally the vehicle shall ply in Tripura, Mizoram, Assam, Meghalaya and other North Eastern States. Necessary permit, etc is to be arranged by the supplier.
- 5) **Insurance and Registration**: the vehicle shall have insurance under comprehensive policy to cover all risk and shall be renewed from time to time by the Owner. Registration shall be commercial type and valid at all times.
- 6) **Period of Contract**: the vehicle taken by the Corporation on hire will be deployed initially for 3 (three) years. Deployment of the vehicle may extended for a further period of 1(one) year subject to requirement of the Corporation and satisfactory condition & performance of the vehicle/services of the Owner and Driver etc. Corporation's decision in this respect shall be final and binding.
- 7) **Availability**: the hired vehicle shall be available for all the 7(seven) days in a week for round the clock use as per the requirement of the Corporation.
- 8) **Breakdown and Repair**: in the event of breakdown / repair of the vehicle, a good conditioned substitute vehicle shall be provided by the Contractor/ Owner of the vehicle immediately. However, suitable time will be allowed by the hirer for taking up such repair after mutually agreed upon.
- 9) **The Driver** shall be in possession of valid driving license and shall have good unblemished driving career who can be trusted for performing Government duties. The driver of the vehicle shall be capable to write Vehicle Log Book properly. In case service of the driver is not found satisfactory, he shall be replaced by a good driver immediately on receipt of such complaint from the hirer.
- 10) **Mode of Payment**: on completion of calendar month or part thereof, the owner shall submit monthly hire charge bill for the period of use to the Corporation in triplicate along with the copy of log book to the officer of the Corporation to whom the service will be ordered to be attached with.
- 11) The vehicle shall be well equipped with tools and accessories along with one spare tyre and all the valid documents like Registration certificate of vehicle, comprehensive insurance and driving license of the driver shall be available in the vehicle. Driver shall have to produce the same on demand. The driver will be responsible for safe parking of the vehicle and in no case hirer will be responsible for theft case of the vehicle or any part of that and any /or damage of the vehicle.

- 12) **Any litigation** regarding vehicle and driver shall be settled and paid at owner's risk and cost. The corporation will not be in any way involved in such litigation. In case the performance of the driver is not found satisfactory, the owner will have to change the driver after he is informed by the officer in charge under whom the vehicle is placed.
- 13) **Maintenance:** All expenditure for any repair works/servicing to be incurred in the vehicle during the period of contract shall be borne by the Owner. However suitable time will be allowed by the corporation for under taking such repair. Replacement of tyres / battery as and when required shall be provided on request from the hirer within a reasonable period.
- 14) **Withdrawal of Vehicle:** the vehicle may be withdrawn from both side on written notice of 1(one) month. However, if the vehicle is withdrawn by the Owner without any written notice to the corporation, no payment for the month will be paid by the hirer even if it is used for a part of the month. Similarly if the vehicle is released by the corporation without any written notice to the Owner and used for a part of the month, full payment for the month will be made by the corporation.
- 15) The Owner shall not transfer/sale the vehicle during the period of the contract. In case the vehicle is transferred /sold by the Supplier during this period, the contract agreement will automatically stand cancelled on the date of sale /transfer of ownership and no further payment, whatsoever, will be made under the contract agreement. Further, under such circumstances, the Security Deposit of the Supplier will be forfeited.
- 16) **Requisition of Vehicle:** in case of requisition of the vehicle by police or any public authority, the Corporation shall neither pay hire charges for that period nor take any responsibility for the vehicle.
- 17) Cost of P.O.L. etc. consumed for running of the vehicle shall be borne by the Owner. In case the Owner fails to procure P.O.L. in time, the same shall be done by the Corporation and an overhead of 20% shall be recovered from the Supplier on that account.
- 18) In case of emergency, the controlling officer may authorize any employee of NEEPCO Ltd. possessing a valid driving license to drive the vehicle in absence of Owner's driver. Any liability arriving for the same will be the contractor's responsibility.
- 19) The Corporation reserves the right to reject/cancel the Quotation and postpone the supply without assigning any reason thereof.

In the event of action taken under the above clause, the Owner shall have no claim for compensation for any loss sustained by him. In case the contract stand rescinded under the provision of aforesaid, the Owner shall not entitled to recover or to be paid any hire charge for actually performed duty as per contract agreement unless certified by authorized representative of the Corporation.

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