



सत्यमेव जयते

GOVERNMENT OF ASSAM

BIDDING DOCUMENT

**TO PROCURE THE SERVICES OF TRAVEL AGENCY(S) FOR
HIRING PASSENGER VEHICLES THROUGH TWO YEARS RATE
CONTRACT.**

(NATIONAL ONLINE COMPETITIVE BIDDING)

Tender Ref No:

Date:

Issued by

<Insert Logo, Name and Address of the Procuring Entity>

Website: <https://assamtenders.gov.in> :: Phone: <Insert Phone Number>:: Email: <insert Mail ID>

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<Insert Logo, Name and Address of the Procuring Entity>

Website:<Insert website address>:: Phone:<insert Phone No>:: Email:<Insert Mail ID>

1. Notice Inviting Bid

- 1.1 The <insert designation of the undersigned> invited online Bids from registered Travel Agencies (Passenger Vehicle Operators) interested to provide passenger vehicles on monthly and daily hiring basis as per the requirement of the procuring entity.
- 1.2 Interested parties can download the Bidding Document from the online procurement portal (i.e., <https://assamtenders.gov.in>) free of cost. The Bidding Document contains necessary details including terms and conditions, scope of the work, and eligibility and evaluation criteria, etc.
- 1.3 The Bidder must submit both Technical and Financial Bid separately following “Single Stage Two-Cover System” (i.e., Technical and Financial Bid) in the manner as specified in this document. In addition to online submission of both the Bids the Bidder must submit the hardcopies of the “**Key Documents**”. The copy of the “**Key Documents**” must reach the office of the undersigned within due date and time in the manner prescribed, failing which the bid shall be rejected summarily.
- 1.4 The Bidder should affix a “Court Fee Stamp” of Rs 8.25 (for bidders from Assam) or submit IPO of Rs 10/- (for outside state bidders) with the Technical Bid along with other documents as required.
- 1.5 **Calendar of Events:**

Events	Timeline
Date of issue of the Tender	Date: at XX:00 PM
Pre-Bid Conference	Date: at XX.00 PM
Last date and time of submission of both Financial and Technical proposal (online)	Date:(up to XX:00 PM) eProcurement Portal: https://assamtenders.gov.in
Last date and time of submission of hard copies of the “Key Documents” only.	Date: at XX.00 PM <i>(The Authority may considers to allow atleast two more days beyond the due date for online submission of Bid)</i>
Date, time and mode of Technical Bid opening.	Date: at XX.00 PM Mode: Online opening of Bid

1.6 Other Details:

Address for Communication	<Insert name, designation and address of the designated official of the Procuring Entity> Email: xxxxxxxxxxxxxxxxxxxxxxxxx
Tender Processing Fee (non-refundable)	Rs XXXXX/- (Rupees XXXXX Thousand) using online Tender Processing Fee payment facility available in the E-Procurement portal
EMS/Bid Security	Rs XX,XXX/- (Rupees XXXX XXXX only) using online EMD payment facility available in the E-Procurement portal

1.7. Bidders who seek to appeal against any decision, action, or omission regarding this procurement may do so as per Section 38 of the Assam Public Procurement Act, 2017 and Rule 26 of the Assam Public Procurement Rules, 2022. The first and second appellate authority are as mentioned below:

1st Appellate Authority	2nd Appellate Authority
<Insert Name, Address, and landline number of second appellate authority>	<Insert Name, Address, and landline number of second appellate authority>

s/d

<Insert Name & Designation of the TIA>

2. Instruction to Bidder (ITB)

2.1 Scope of the Tender

- 2.1.1. Online Bids are invited from registered Travel Agencies (Passenger Vehicle Operators) interested to provide passenger vehicles on monthly and daily hiring basis as per the requirement of the Procuring Entity.
- 2.1.2. The Bidder must follow a single stage two-cover system of bidding by submitting technical and financial Bid separately. The price should not be quoted in the technical bid/Part-I of the bid. In case of default, the entire Bid shall be summarily rejected.
- 2.1.3. The Assam Public Procurement Act, 2017 and Assam Public Procurement Rule, 2020 shall be followed without exception so far it related to this tendering and selection process.
- 2.1.4. The Procuring Entity i.e., <insert the name of the PE> is having its office and place of operation across state of Assam. <insert a brief description about the Procurement Entity>.

2.2 Eligibility Criteria

- 2.2.1 The interested Bidders must fulfill following eligibility criteria to participate in the Bidding process. The Bidders not fulfilling any of these eligibility criteria shall be declared disqualified.
 - (a) The Bidder should be a single entity registered in India under relevant law. Consortium participants are not allowed. (Attach valid certificate of incorporation or commencement of business/other statutory registrations etc.)
 - (b) The Bidder must have executed similar contracts/services as main contract (similar contract means for providing vehicles to any Central Govt Organization/ PSU / Public Listed Company during the last three financial years, at the time of submission of bid:

At Least 1 No. similar contract with Contract Value Not Less Than 80% of estimated bid value
OR

2 Nos. similar contracts with Contract Value Not Less Than 50% of estimated bid value

- (c) (Attach valid copy of purchase/work order/contract (with names, address and contact details of client) along with completion certificate/contract closure letter from the client and/or invoices with proof of payment etc.)The Bidder should have an average annual turnover of Rs. < insert> (in words) from travel agency services during the last three financial years (2020-21, 2021-22, 2022-23)¹ as per the audited financial statements duly certified by the statutory auditor.
(Attach valid copy of audited financial statements i.e. audited copies of balance sheets, profit and loss accounts/ chartered accountant certificate etc.)

¹ It shall be for the financial years from 2019-20 to 2020-21 if the audit for 2021-22 has not been completed as on the due date of submission.

- (d) Minimum XX Nos of similar type of vehicles should be in the Fleet of Owned Vehicles with Bidder as on the last date of bid submission. (Registration certificate (RC) should be in the name of bidder's firm/company or in the name of proprietor, as applicable)
- (e) (Attach self-certified copy of Registration Certificate (RC) of similar vehicles) Minimum XX Nos. of Drivers should be On Payroll of bidder as on the last date of bid submission. (Attach self-certified valid documentary proof in this regard))
- (f) The Bidder must be registered with Income Tax and GST Authority (Attach valid documentary proof in this regard)
- (g) The Bidders should not have been blacklisted or debarred from participating in any tender floated by any government or semi-government agency(s), and which is in force as on the date of Bid submission. (Attach self-declaration by Authorized Signatory on its letter-head duly signed, sealed/ stamped)
- (h) An office of the Bidder must be located in Assam. (Attach self-declaration by the bidder on its letter-head duly signed, sealed/ stamped).

2.3 Preparation of the Bid

- 2.3.1 Checklist for the Technical Bid is given in **Annexure-4**. The Bidder is required to prepare and submit the Technical Bid online as per the checklist. Any material deficiency or defect in the Technical Bid shall be liable for disqualification.
- 1.3.2 Financial Bid shall be submitted only online. The format for the Financial Bid is given in **Annexure -9** for reference only. The Bidder **shall not** furnish Financial Bid in hardcopy. The price should not be quoted in the technical bid/Part-I of the bid. In case of default, the entire Bid shall be summarily rejected.
- 1.3.3 The Bidder shall seal and sign each page of the proposal before submission. The format for the "Power of Attorney" to be executed by the bidder for appointing the authorised signatory is given in **Annexure-5**.

2.4 Bid Validity

- 2.4.1 The Bid should remain valid for a minimum period of **120** days from the due. date for Technical Bid opening. Bid with lesser validity shall be rejected summarily.

2.5 Cost of Bidding

- 2.5.1 The Bidder shall bear all costs associated with the preparation and submission of the Bid. The Procuring Entity in no case be responsible for these costs or outcome of the bidding process.

2.6 Processing Fee and EMD

- 2.6.1 The Bidder must submit along with Technical Bid the processing fee (non-refundable) of **Rs X,000.00 (Rupees XXXX thousand only)** using online payment facility available in the E-Procurement portal.

- 2.6.2 The Bidder must furnish EMD of **Rs XX,000/- (Rupees XXXXX thousand only)** using online EMD payment facility available in the E-Procurement portal/ / **irrevocable** Bank Guarantee (incase the EMD Value is more than ₹5 Lakhs) , issued by a scheduled commercial bank having branch in *<insert the name of the city>*., in favour of *<Insert name of the procuring Entity>*, payable at *<insert the name of the city>*. The BG for EMD shall be in the format as given in **Annexure-6**. In case of EMD in form of BG its validity should be for a minimum period of **180 days from the due date of submission of the Bid**.
- 2.6.3 The EMD of the unsuccessful bidders shall be returned (without interest) within **one month of signing of the contract** with the successful Bidder. In case of successful Bidder, the EMD shall be returned on submission of required Performance Security.
- 2.6.4 The Technical Bid without Processing Fee and EMD of required amount and in the manner as prescribed above shall be liable for rejection.
- 2.6.5 EMD of Bidder may be forfeited without prejudice to other rights of the Bid Inviting Authority, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid or if it comes to notice that the information / documents furnished in its Bid is incorrect, false, misleading, or forged. In addition to the aforesaid grounds, the successful Bidder's EMD will also be forfeited without prejudice to other rights of Bid Inviting Authority, if it fails to furnish the required performance security within the specified period.

2.7 Submission of the Bid

- 2.7.1 The Bidder should have valid Digital Signature Certificate (DSC) and must register in the eProcurement portal i.e., <http://assamtenders.gov.in>. The Bids (both Technical & Financial) in response to this tender should be submitted in the said eProcurement portal by the Bidder within due date and time.
- 2.7.2 In addition to online submission of both Technical and Financial Bid, the Bidder must submit hardcopies of the “**Key Documents**” within due date and time and failing which the Bid shall be declared as unresponsive. The “Key Documents” shall consist of following documents:
- (a) Original Power of Attorney document duly notarised as per **Annexure-5**.
 - (b) Original Bank Guarantee/Fixed Deposit Receipt/ towards EMD, if not paid online.
 - (c) *<Insert name of the any other document the Procuring Authority intent to be submitted>*
- 2.7.3 The “**Key Documents**” shall be submitted in a sealed cover clearly superscribing on it following details:
- TENDER REFERENCE NUMBER:
- DATE OF ISSUE:
- TITLE OF THE TENDER:
- NAME & ADDRESS OF THE BIDDER:

The sealed cover containing the “Key Document” should be delivered in the office of the tender inviting authority either by hand or through courier.

- 2.7.4 The Financial Bid must be submitted only online in the prescribed format. Submission of Financial Bid in hardcopy shall render the Bid liable for cancellation. The format for Financial Bid is given in **Annexure-9 only** for reference.

2.8 Pre-bid Conference

- 2.8.1. Prospective bidders may choose to attend the pre-bid conference to be held in the office of the bid inviting authority on scheduled date and time as mentioned in the NIB.
- 2.8.2 They are requested to submit their queries, clarifications, and suggestions in writings, at least one day prior to the date of pre-bid conference, for the consideration of the Authority.
- 2.8.3 The Authority shall provide clarification on the matters raised during the pre-bid conference in writing and publish the same in the e-Procurement Portal (i.e., <http://assamtenders.gov.in>). There shall be no individual communication.
- 2.8.4 Any amendment or modifications, if any, by the Authority in the Tender document, arising out of pre-bid meeting or otherwise, shall also published in the e-Procurement Portal.

2.9 Evaluation and Selection

- 2.9.1 The Bids shall be evaluated in two stages (i.e., technical evaluation and financial evaluation). The Financial Bid of only those bidders shall be opened who shall qualify in the technical evaluation.
- 2.9.2 Bids submitted by the bidders within due date and time shall be opened on the date and time as mentioned in the NIB. In case the date fixed for opening of bids is subsequently declared as holiday by the Government of Assam, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
- 2.9.3 Those Bidders who shall qualify in the technical evaluation by fulfilling all the eligibility criteria shall be shortlisted for Financial Bid opening.
- 2.9.4 The price comparison shall be done vehicle-wise, separately for all three hiring categories (i.e., (i) Monthly Basis Hiring (ii) Daily Basis Hiring (Local) (iii) Daily Basis Hiring (Outstation). The basis of price comparison for monthly basis hiring shall be “Rate per Month” and for daily basis hiring “Rate per Day” as quoted by the bidders online shall be considered.
- 2.9.5 The Bidder having the lowest financial quote against a particular vehicle type shall be declared L1 for that vehicle.

- 2.9.6 The Bidder declared L1 for highest number of vehicles under a particular hiring category² as per the financial evaluation shall be offered the contract for that category of hiring where it is declared as L1 and for those vehicles it is not declared as L1 but agrees to accept the L1 price. If the Bidder refuses to accept the L1 price for those vehicles it is not declared as L1 then the Procuring Authority reserves the right to engage multiple agencies even for each category of hiring depending on the outcome of price evaluation.
- 2.9.7 The price inclusive of GST shall be considered for price comparison. However, GST shall be paid at the applicable rate against valid invoice on monthly basis.
- 2.9.8 However, the L1 bidder must justify the price reasonableness, if so desired by the Authority. It is not binding on the Authority to select and engage L1 Bidder. Authority may decide to cancel the Bid and go for fresh tender, if the quoted L1 price is found to be unreasonable or in the higher side.
- 2.9.9 The most preferred bidder as evaluated by the Procuring Entity shall be issued Letter of Acceptance inviting them to deposit the required amount of performance security and sign the contract maximum within 28 days from the date of its issuance. The format for the Letter of Award is given in **Annexure-12**.

2.10 Performance Security

- 2.10.1 Performance Security shall be of Rs *<insert the amount>* (**Rupees only**). The successful bidder shall deposit the performance security in the form of Demand Draft (DD) or FDR or BG in favour of *<insert the name of the Authority>* payable at *<insert the name of the city>* within **28 days** of notification of award, or execution of contract, whichever is earlier.
- 2.10.2 The Performance Security in form of BG should have minimum validity of 60 days beyond the contract period (original or revised). Format for performance bank guarantee is given in **Annexure-11**. Performance Security shall be returned within 60 days of successful completion of the contract.
- 2.10.3 In case of extension of the contract period with mutual consent the validity of the performance security should be extended accordingly as per the revised contract period.
- 2.10.4 Performance Security shall be forfeited in case of non-performance or non-compliance of the contractual obligations.

3. Scope of the Work

² There are three hiring categories i.e., (i) monthly basis, (ii) daily basis-within Guwahati and (iii) Daily basis- outside Guwahati.

3.1 Scope of the Work

3.1.1 The Agency shall provide registered passenger vehicles with licensed drivers on monthly or daily hiring basis as per the requirement of the Procuring Entity to be used by its officials within the State of Assam.

3.1.2 **Estimated Requirement:** The estimated requirement in terms of number of vehicles/times shall be as follows:

S. No	Category of Hiring	Estimated Requirement*
1	Monthly Hiring	<insert estimated number of vehicles required>
2	Daily Hiring (Local)	<insert the estimated number of times (vehicle-days) in a month>
3	Daily Hiring (Outstation)	<insert the estimated number of times (vehicle-days) in a month>

**This is an estimate; the hiring shall be done as per the actual requirement.*

3.1.3 **Duty Hour:** Both in case of monthly and daily hiring the duty hour shall be **12 hours** in a day. In case of monthly hiring, the vehicle shall be allowed one day off per month towards preventive repair and maintenance.

3.1.4 **Notice Period:** For regular requirement (daily basis hiring) the Agency must be communicated the details of the requirements (types of vehicles, place of visit, duration, etc.) one day in advance. Telephonic intimation shall also be considered as valid intimation. However, in case of urgency a shorter notice should be entertained by the Agency.

3.1.5 **Reporting Place:** Normally the place of reporting shall be at <insert the place>. In case of a different location, it shall be notified by the user of the vehicle.

3.1.6 **Accuracy of Meter:** The meter reading should be functional and accurate and always match with the actual distance run. The Authority through its authorised official(s) has the right to check the accuracy of the meter and take appropriate action.

3.1.7 **Communication:** Intending bidder must provide phone number where requisition for vehicles can be conveyed 24X7 as per the requirement. Telephone No. must be specified in the Bid.

3.1.8 Payment towards any tax, duty, or insurance for plying the vehicles in the State of Assam will be liability of Agency. However, GST shall be paid extra as applicable. Parking and Toll charges, if any, may be claimed by producing the Parking/ Toll slips.

3.2 Responsibilities of the Travel Agent (Agency)

3.2.1 All the deployed vehicles should be owned by the agency of the successful bidder/service provider.

3.2.2 The successful bidder/service provider mandatorily needs to get the vehicle, its related papers like RC, Insurance, Pollution Certificate, Road Tax etc. and the condition of the vehicle verified

and satisfactorily accepted by procuring entities before its deployment. The procuring entities reserves the right to carry out any such inspections during pre-deployment as well as during the entire contract period. In case of any rejection, the bidder shall provide a replacement vehicle of equivalent specification and acceptable to procuring entities within 3 days of such rejection.

- 3.2.3 The contracted Agency shall agree to the terms and conditions of the contract and ensure full compliance to them during the currency of the contract.
- 3.2.4 All statutory obligations, including payment/labour laws/regulations/ motor vehicle Act etc must be complied by the successful bidder/service provider.
- 3.2.5 Agency shall ensure arrival of the vehicle at designated location on time as per the requisition raised by the Authority. In an event of delay in arrival **beyond 30 minutes**, user shall have right to hire other taxi services (which may or may not be of similar hired car category). In such situation the differential cost (hire charges) shall be charged to the Agency.
- 3.2.6 Agency shall ensure that all maintenance work related to assigned vehicle shall be carried out in off duty hours. The Agency must ensure cleanliness/sanitization of vehicles regularly
- 3.2.7 In the event of break-down, servicing and repairs of the assigned vehicle the Agency at his own cost shall make alternate arrangement by providing similar or higher class of vehicle(s) for which agreement is entered. Failure to do so will evoke penalty or possible termination of contract.
- 3.2.8 The Agency shall only provide vehicles which shall have the comprehensive insurance coverage.
- 3.2.9 Agency shall update the logbook on daily basis. Failure to do so shall be penalized as per this contract. At the time of termination of contract, the Agency shall hand over the logbook(s) to the Authority.

VEHICLE TO BE HIRED

- 3.2.10 The vehicle should be registered as commercial passenger vehicle. The vehicle(s) to be provided by the Agency any time during the contract period should not be older than **three** years from the date of its first registration. During replacement of the vehicle or driver, as the case may be, the pass/id card issued, if any, shall be surrendered.
- 3.2.11 The Agency will deploy the vehicle, which is well maintained, cleaned thoroughly both internally and externally. Vehicle shall be equipped with medical kit. The vehicle should have a mobile charger and ambient freshener.
- 3.2.12 The Agency is required to provide the vehicle with good quality clean seat covers and towels.
- 3.2.13 The Agency shall ensure that all electrical connections including lights (both brake and front), horn, turn indicators and other vehicle systems shall be periodically checked and maintained by the Agency to avoid any inconvenience to use.

- 3.2.14 The Agency shall ensure that the vehicle should be parked at the place as advised by the Authority and should be available, when not in duty. If the vehicle needs to be away for some reasons like refuelling, petty repairing etc., it should be with the knowledge of the Controlling Officer of the Mission Directorate. Moving away without the knowledge of the Controlling Officer of the Mission Directorate will be considered as non-available and will be liable for penalty.
- 3.2.15 In case of vehicle engaged in monthly basis, the driver of the vehicle shall maintain the daily logbook regarding the mileage and time from the point of departure to arrival. For this purpose, the following norms have to be followed :
- (a) In case the vehicle is being kept in the office premises of the concerned official or Authority, then the kilometer reading, and time shall start from the office premises of the Authority and shall end there also.
 - (b) In case the vehicle is being kept under the custody of the Travel Agency, then the kilometer reading, and time shall start from the residence of the officer concerned and end there also. The distance covered to reach the residence of officer concerned and back to the base location³ shall be borne by the Agency.
 - (c) In case the vehicle is hired on monthly basis but not attached to any specific officer, i.e., the vehicle is in common pool; the office of the Authority shall be the base location for both kilometer reading and time of reporting. The distance covered to arrive at the office and back to the base location shall be borne by the Agency.
- 3.2.16 The vehicles provided by the Agency shall have all necessary valid MV documents such as valid Registration Certificates, Insurance Certificates, Fitness Certificates, valid Contract Carriage Permits, proofs of up-to-date tax payments, D.L.s of the Drivers etc. available all the time. Authority shall not be responsible for any damage/loss caused to the hired vehicles or loss of life / injury made to any person or damage to any property on account of use of hired vehicles in any manner whatsoever. The Agency shall be responsible for all such litigations.
- 3.2.17 The Agency shall obtain vehicle fitness certificates from competent authority, vehicle registration, comprehensive insurance, payment of road tax, etc.

DRIVER TO BE ENGAGED

- 3.2.18 The Agency shall be responsible for the acts and deeds of drivers of the vehicles engaged by it. The Agency shall ensure Police verifications of the driver engaged by it. The Agency shall bear the salary and other related expenses of the Driver.
- 3.2.19 Drivers engaged by the Agency should possess a valid commercial driving license. The Drivers shall always carry all necessary documents like Registration papers, Insurance papers, Pollution under Control (PUC) clearances, RTO tax payment papers, valid driving licenses and

³ Base location is the location where the vehicle is normally parked after working hour.

all other documents that should accompany the vehicles as per rules and regulations of applicable laws.

- 3.2.20 Driver should be properly dressed in neat and clean attire. If required driver should wear uniform of specific colour as per requirement of the Authority⁴. The Agency shall provide at his own cost, proper uniform, and badges as per STATE MOTOR VEHICLE RULES (amended up to date) and photo identity cards to the drivers.
- 3.2.21 The driver must maintain polite and courteous behaviour towards users as well as other staffs of the client. Following may be construed as “Misbehaviour” and shall attract penalties as per provisions of the contract. Repeated instances may result in termination of services.
- (i) Denial of duty during duty hours.
 - (ii) Use of abusive language.
- 3.2.22 No mileage will be allowed if the vehicle is used by the driver for his breakfast, lunch, dinner, or any other personal work. No payment shall be made to the driver for his food expenses, etc.
- 3.2.23 The driver in no case shall report to duty in an inebriated state or consume alcohol while on duty. In such an event, Authority shall have full rights to terminate the contract with immediate effect.
- 3.2.24 Driver must be having a mobile phone and contact number for regular communication with the Authority. The Agency shall bear any cost related to the mobile call charges by the drivers. The driver shall be always reachable during duty hours.
- 3.2.25 In an event that for any reasons the driver changes his contact number during the tenure of the contract then Agency will immediately notify the above change.
- 3.2.26 Gossiping with the guests and using mobile phone during driving is not allowed. In case of urgency, driver should park the vehicle with permission from the user and talk in the mobile to the minimum duration.
- 3.2.27 As soon as the driver is advised to attend any guest by the Authority, the driver should call /SMSs the guest giving his mobile and vehicle details. Charges of calls/SMSs will be on Agency’s account.
- 3.2.28 Vehicle and driver should not be changed frequently. Any such changes should be informed by the Agency to the Authority well in advance for permission.

STATUTORY COMPLIANCES & TAXES

- 3.2.29 All the expenditure of the vehicle towards repair, maintenance, replacement of spare parts, gear box, differential, coolant, tyres, tubes, battery, etc. in addition to salary of the driver,

⁴ Authority means the Procuring Entity intent to engage the Agency.

insurance, and road tax, etc., required for operation of vehicle in the State will be borne by the Agency.

- 3.2.30 The Agency shall take comprehensive insurance cover with third party unlimited liability risk of the vehicles detailed for the user requirement. User shall not be liable for any damages whatsoever to public property and / or any third person due to any accident arising out of and during deployment of Agencies' vehicle.
- 3.2.31 The Agency shall be solely responsible for any claims by any third party and/or employees of the Client travelling in the vehicle for any injuries caused by the driver of the vehicle whether by accident or otherwise. The Authority will in no way be responsible for violation of traffic rules and / or infringement of any other law for the time being in force, either by the driver of the vehicle or by the Agency. The driver as well as Agency shall comply with relevant rules and regulations of Motor Vehicles Act and Rules applicable at present or in future during the tenure of the contract and as may be enforced from time to time for which Authority would not be held liable/responsible in any manner what so-ever. Onus of compliance of all the applicable Laws/Acts/Rules including those under Motor Vehicle Acts/Rules shall rest with the Agency only and user/user departments will not be liable in any manner.
- 3.2.32 The Agency shall be responsible for ensuring compliance with the provision related to Labour Law and especially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour [R&A] Act, Workmen Compensation Act etc. as applicable from time to time. The employees of the Agency shall not be deemed to be employees of the user department and hence the compliance of the applicable acts laws will be the sole responsibility of the Agency.
- 3.2.33 The Agency shall be personally responsible for any theft, misconduct and/or disobedience on the part of drivers so provided by him. During the contract period, if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons that will be at the Agency's risk. Also, alternate vehicle of similar or higher category will be provided by Agency without any extra charges.
- 3.2.34 The police/ court case (Legal disputes) in respect to the vehicle during of the period of engagement will be at the risk & cost of the Agency. Mission Directorate, NHM will not be responsible for any dispute except for paying the hire charges.
- 3.2.35 The vehicles deployed for duty shall at no point of time carry any person other than personnel authorized by user department. The vehicle cannot be put to any private/commercial use beyond the duty hours or on holidays. Unauthorized use of the vehicle by the driver/Agency will lead to unilateral termination of the contract with immediate effect. The Agency must ensure the safety of passenger by avoiding negligent driving by their drivers such as over speeding, rash driving, and driving vehicle without brakes/defective brakes.
- 3.2.36 In case, the condition of vehicle is found unsatisfactory, it shall be returned for immediate replacement. In case no replacement is provided in time, the Authority shall have the right to hire a vehicle from the market and additional cost incurred by the Authority shall be deducted from the monthly payment due to the Agency. Repeated failure to provide vehicles as and

when required by the Authority will amount to breach of contract leading to termination of contract and blacklisting.

3.3 Responsibility of the Authority (Client)

- 3.3.1 Payment shall be made on monthly basis after submission of bill along with the daily logbook and duty slip signed by the designated official of the Client. In case of daily basis (Local and Outstation), **duplicate duty slips** have to be maintained and one slip has to be retained by the officers using the vehicle with noting of starting, closing Kilometres, time and signature on the duty slip (both original & duplicate).
- 3.3.2 The Client shall pay the Agency all amounts due against the invoice raised on monthly basis that are not the subject of any dispute and is aligned with the terms and conditions the contract, within 30 days of its receipt.
- 3.3.3 The payment shall be made subject to any deductions towards penalties, TDS, etc.
- 3.3.4 The Client shall accept the log book entries updated by Driver. Failure to take action on log book entries updated by Driver shall result in auto acceptance of reading provided by Agency.

4. Conditions of the Contract

4.1 Signing and Duration of the Contract

- 4.1.1 The Agency shall deposit the performance security and sign the contract **within 28 days** of issue of Letter of Acceptance by the Authority. The draft contract agreement is given in **Annexure-10**.
- 4.1.2 Failure in the part of the Agency to deposit the performance security and signing of the contract within due date shall amount to cancellation of the Award of Contract and forfeiture of the Bid security.
- 4.1.3 **Duration of the Contract:** Under normal circumstances the contract shall be valid for a period of two-year from date of signing of the contract. However, the contract may be extended for another 6 (Six) months subject to mutual consent of both the parties i.e., the Agency and the Procuring Entity on the same rate, terms, and conditions.

4.2 Modification of the Contract

- 4.2.1 The contract when executed by the parties shall constitute the entire contract between the parties in connection with the services and shall be binding upon the parties. Modification, if any, to the contract shall be in writing and with the consent of the parties.

4.2.2 Contract shall be valid for a period of **2 years** from the date of signing of the contract and it could be cancelled at any time after providing an opportunity of hearing by the Authority in case the Agency does not follow the rules, regulations and terms and condition of the contract.

4.3 Termination /Suspension of Contract

4.3.1 The contract can be terminated at any time prior to its completion by either of the parties with 60 days of notice period.

4.3.2 The Tender Inviting Authority may, by a notice in writing suspend the agreement if the Agency fails to perform any of his obligations including carrying out the services, provided that such notice of suspension:

- (i) Shall specify the nature of failure, and
- (ii) Shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.

4.3.3 The Tender Inviting Authority after giving 30 days clear notice in writing expressing the intension of termination by stating the ground/grounds on the happening of any of the events (i) to (iv), may terminate the agreement after giving reasonable opportunity of being heard to the Agency.

- (i) If the Agency does not remedy a failure in the performance of his obligations within 15 days of receipt of notice or within such further period as the Tender Inviting Authority have subsequently approve in writing.
- (ii) If the Agency becomes insolvent or bankrupt.
- (iii) If, because of force majeure, Agency is unable to perform a material portion of the services for a period of not less than 60 days: or
- (iv) If, in the judgment of the Tender Inviting Authority, the Agency is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

4.4 Damages or Injury due to Mishap

4.4.1 The Authority shall not be responsible for damages of any kind or for any mishap/accident caused to any personnel/property of the Agency while performing duty. All liabilities, legal or monetary, arising in that eventuality shall be borne by the Agency.

4.4.2 The liability under relevant sections of Motor Vehicle Act 1968 and IPC causing death or permanent liability developed in the vehicle supplied by the Agency, the hiring authority has no responsibility of whatsoever and will not entertain any claim in this regard under the provision of the law.

4.5 Minimum Wages

4.5.1 The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Agency and any breach of such laws or regulations shall be deemed to be breach of this contract.

4.6 Arbitration or Dispute Resolution

- 4.6.1 If dispute or difference of any kind shall arise between the Authority and the Agency in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 4.6.2 If the parties fail to resolve their dispute or difference by such mutual consultations within thirty days of commencement of consultations, then of the parties may give notice to the other party of its intention to commence arbitration, as hereinafter provided.
- i) Such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act 1996.
 - ii) If one of the parties fails to appoint its arbitrator in pursuance of sub clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the appointment of the Arbitrator shall be made in accordance with the provisions of the Arbitration and Conciliation Act 1996.
 - iii) The venue of Arbitration shall be Guwahati and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English.
 - iv) The decision of the majority of arbitrators shall be final and binding upon parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
 - v) If a dispute under the service contract raises the same issues as those in respect of a related dispute with another service contract, the Authority will have the option of having the arbitration proceedings joined.
- 4.6.3 The service under the contract shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable by the Authority to the Agency shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.
- 4.6.4 Reference to arbitration shall be a condition precedent to any other action at law.

4.7 Payment Terms

- 4.7.1 The payment shall be made to the Travel Agency at the contracted rate against valid invoice raised by it on monthly basis.
- 4.7.2 GST shall be paid on actual at the applicable rate against valid GST invoice. Income Tax (i.e., TDS) shall be deducted at the applicable rate against each invoice.
- 4.7.3 The toll gate charge, parking charge, if any during the travel shall initially be borne by the Agency and are to be paid by the driver at the point of charging. The charges incurred during each month will be reimbursed as per the actual amount paid on producing the original receipts along with the monthly bill.
- 4.7.4 The Agency shall be paid at the agreed contracted rate. The contracted rate (monthly or daily) shall be inclusive of all other costs except the following items, which shall be paid separately in addition to the contracted rates as:

Item	Rate
(a) Fuel (Petrol/Diesel)	<ul style="list-style-type: none">As per the rate given in the Annexure-7. This is different for different type of vehicles.
(b) Overtime (hours of working beyond normal duty hour)	<ul style="list-style-type: none">The duty hour shall be 12 hours per day for both daily and monthly basis of hiring.The overtime shall be paid @ Rs/day.
(c) Night Halt (overnight stay)	<ul style="list-style-type: none">In case of night halt, payment of Rs/night shall be paid.

4.8 Penalty for Breakdown and Non-performance

- 4.8.1 In case of break down the vehicle must be replaced immediate and in no circumstances, it should be more than 2(two) hours. In case of non- availability of suitable vehicle, a penalty up to Rs. 300/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs. 500/- per break down shall be imposed. In case of non-availability of vehicles penalty of Rs. 1,000/- per day shall be imposed in addition to deduction at pro-rata basis for that day.

4.9 Applicable Law and Jurisdiction of Court:

- 4.9.1 The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force. The Court located at the place of issue of contract (i.e., Guwahati) shall have jurisdiction to decide any dispute arising out of in respect of the contract. It is specifically agreed that no other Court shall have jurisdiction in the matter.

5. Forms and Formats

5.1. Annexure-1: Technical Bid Covering Letter

BID COVERING LETTER

(In the letterhead duly signed by the Bidder/Authorised Signatory)

To

The <*Insert designation & address of the TIA*>

Subject: Submission of Bid in response to the Tender Ref No.....Dated:.....

Madam/Sir,

1. I, Shri _____, on behalf of M/s _____ having registered office at _____, do hereby declare that I have gone through the terms and conditions as mentioned in the Bidding Document and undertake to comply with all of them. The rates quoted by me/us are valid and binding on me/us for acceptance.
2. I/We undersigned hereby bind myself/ourselves to provide the required services including providing vehicle of required specification on daily or monthly hiring basis at the rates offered by me/us and accepted by the Authority. It is certified that rates quoted are reasonable and at par with the rate we have offered to any other clients, in last 1 year.
3. We agree to the conditions of the Tender Document under which the **Earnest Money Deposit**

and **Performance Security Deposit** shall be forfeited.

4. I/We hereby undertake to render services as per the terms of the bidding document and manner described their in.
5. I/We understand the fact that the authority is not bound to offer the contract to L1 bidder, may decide for a re-tendering if the L1 price is found to be unreasonable.
6. I/We understand all the terms and conditions and bind myself/ourselves to abide by them.
7. I/We hereby declare that our/my firm has not be blacklisted by any government or public sector undertakings and which is currently in force.
8. I/We hereby declare that none of our directors in the board/Partner (or) any other key personnel have been convicted in the last 10 years for fraud (or) breach of contract (or) misfeasance/malfeasance by whatsoever name called.
9. I/We hereby declare that we fulfill all the eligibility criteria and the document submitted by us are genuine.

SIGNATURE :
NAME & DESIGNATION :
DATE :
NAME & ADDRESS OF THE FIRM :

5.2: Annexure-2: Turnover Certificate

TURNOVER CERTIFICATE

(In the letterhead of the Auditor/Chartered Accountant)

S. No	Financial Year ⁵	Annual Turnover from Travel Agency Services (Rs. In Crores)
1.	2020-21	
2.	2021-22	
3.	2022-23	
	Average Annual Turnover	
In Words		

⁵ Turnover for the financial year 2019-20, 2020-21 & 2021-22 may be submitted in case the audit for the financial year 2022-23 has not been completed.

Certificate from the Statutory Auditor/CA

This is to certify that.....(name of the Bidder) has achieved annual turnover shown against the respective years from travel agency services.

Name of the Audit Firm, Seal of the Audit Firm & Date:

UDIN NO.....

(Signature, name and designation of the authorized signatory)

5.3. Annexure-3: Profile of the Bidder

PROFILE OF THE BIDDER

S.N.	Particulars	Details								
1	Name and Address of the Bidder:									
2	Constitution and date of incorporation / registration: (Certificate of incorporation/registration or deed of partnership to be enclosed)	(NGO/Partnership Firm/Company/Others) Date.....								
3	Name, designation, contact no. and address of the Contact Person:									
4	Financial position and operational results for last three financial years from similar activity	<table border="1"><thead><tr><th>Year</th><th>Turnover (Rs in Cr)</th></tr></thead><tbody><tr><td>2020-21</td><td></td></tr><tr><td>2021-22</td><td></td></tr><tr><td>2022-23</td><td></td></tr></tbody></table>	Year	Turnover (Rs in Cr)	2020-21		2021-22		2022-23	
Year	Turnover (Rs in Cr)									
2020-21										
2021-22										
2022-23										
5	Years of experience in similar line of activity (i.e., Passenger Vehicle Operation).									

6	Registration/empanelment details with different authorities.	Authority/Bodies	Year
7	Details of Vehicles (own/lease) available (As per Annexure-06)		
8	Details of the backlisting or debarment by government or semi-government agency during last 5 years, if any.		
9	Any other details the applicant would like to furnish. (Example: Awards & Accreditations)		

The information as furnished above are true and correct and supported by valid documentary evidence.

Date:

Place:

Bidder/Authorized Signatory

5.4 Annexure-4: Checklist for Technical Bid

CHECKLIST

SI No.	Cover A		Yes	NO	Page No.
1.	Rs. 8.25 Court Fee Stamp affixed /IPO for Rs 10/- for bidders outside Assam.	Hardcopy of the "Key Documents" only should be submitted to < insert name designation and address> on or before the due date of submission.			
2.	Processing Fee (Non-refundable) in form of DD & EMD in the form of DD/BG /FDR submitted (BG format as per Annexure-6)				
3.	Copy of the Certificate of registration or incorporation				
4.	Power of Attorney Document, Resolution of Board etc., for the authorized signatory to sign the proposal. (As per Annexure-5)				
5.	Covering letter in the format at Annexure-1				

6.	Turnover Certificate as per Annexure-2 and audited statement of accounts for all three years.			
7.	Profile of the Applicant as per Annexure -3			
8.	List of Vehicles of the Bidder Annexure-7			
9.	Experience of providing similar service to Clients in Public sector & Bank in last three years as per Annexure-8.			
10.	Copy of the “GST Registration Certificate” and PAN (Income tax)			
11.	Check List as per Annexure-4			
12.	Financial Bid as Per BOQ available online in the eProcurement Portal. (Format given in Annexure-9 only for reference)	Must only be uploaded in the portal http://assamtenders.gov.in		

Date:

Place:

**Bidder/Authorized Signatory
Signature**

5.5 Annexure-5: Power of Attorney for the Authorised Signatory

POWER OF ATTORNEY FOR AUTHORISED SIGNATORY

(On a Stamp Paper of Rs 100/- duly Notarised)

Power of Attorney

We, [name and address of the registered office] do hereby constitute, appoint and authorize Mr. / Ms.(name and residential address) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the Tender for supply of [insert brief description of the goods/services] including signing and submission of all documents and providing information to the Client (i.e. [insert name of the Tender Inviting Entity]) and its officials or representatives, representing us in all matters before Client, and generally dealing with Client in all matters in connection with our bid response.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds, and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the _____ day of _____ 200_

For _____

(Signature)

(Name, Designation and Address)

Accepted

_____ (Signature)

(Name, Title and Address of the Attorney)

Date: _____

Place: _____

Note:

- i. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, as laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- ii. *In case an authorized Director or key officials of the Applicant signs the Application, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*
- iii. *In case the Application is executed outside India, the Applicant must get necessary authorization from the Consulate of India. The Applicant shall be required to pay the necessary registration fees at the office of Inspector General of Stamps.*

5.6. Annexure-6: Bank Guarantee Format for EMD

EMD BANK GUARANTEE

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

Beneficiary: *[Employer to insert its name and address]*

Tender Ref. No.: *[Employer to insert reference number for the Invitation for Bids]*

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that ___*[insert name of the Bidder,]* (hereinafter called "the Bidder") will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of _____ under Tender Ref. No. _____ ("the Bidding Documents").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, as per the tender terms & conditions.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Signature(s)]

Note:

- *All italicized text is for use in preparing this form and shall be deleted from the final prod*

5.7. Annexure-7: List of Vehicles of the Bidder (own/lease).

DETAILS OF VEHICLES AVAILABLE WITH THE BIDDER

Sl. No.	Vehicle Type	Vehicle Registration No.	Date of 1 st Registration	Model of Vehicle (Year)	Ownership Status (Owned/Leased)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
30					

Signature of the Applicant/Authorised Signatory

5.8. Annexure-8: Work Experience in Public Sector

EXPERIENCE IN PUBLIC SECTOR

S. No	Name of the Client	Contract Period	Number of Vehicles	Remarks
1				
2				
3				
4				
5				
6				
7				
8				

Note:

- (i) Bidder must attach the copy of the contract or work order as a proof.

5.9. Annexure-9: Financial Proposal/BOQ ⁶

Annexure-9(A)

Rate for hiring of vehicle on monthly basis excluding Fuel(petrol/diesel)

(Amount In INR)

Sl. No	Vehicle Type	Rate per month (without GST)	GST		Total with GST	Mileage (K.M per Liter) ⁷	
			%	Amount		Local	Outstation
1	Tata Safari (AC Diesel)					8	10
2	Honda City (AC, Petrol)					10	12
3	SWIFT DZIRE (AC, Petrol)					10	12
4	Bolero (AC Diesel)					8	10
5	Scorpio (AC Diesel)					8	10
6	INNOVA (AC Diesel)					8	10
7	Innova Crysta (AC Diesel)					8	10
8	SWIFT DZIRE (AC, Diesel)					10	12
9	Verna (AC, Diesel)					10	12
10	Swift (AC Diesel)					10	12
11	Toyota Fortuner (AC Diesel)					8	10
12	Traveler (AC Diesel)					6	8
13	Hyundai Creta (AC Diesel)					10	12
14	Carnival (KIA) (AC Diesel)					8	10
15	TATA HEXA(Diesel)					10	12

Annexure-9(B)

Rate for hiring of vehicle on daily basis for local use excluding Fuel (Petrol/Diesel)

(Amount in INR)

Sl. No	Vehicle Type	Rate per month (without GST)	GST		Total with GST	Mileage (K.M per Liter) ⁸	
			%	Amount		Local	Outstation
1	Tata Safari (AC Diesel)					8	10
2	Honda City (AC, Petrol)					10	12
3	SWIFT DZIRE (AC, Petrol)					10	12
4	Bolero (AC Diesel)					8	10
5	Scorpio (AC Diesel)					8	10
6	INNOVA (AC Diesel)					8	10
7	Innova Crysta (AC Diesel)					8	10
8	SWIFT DZIRE (AC, Diesel)					10	12
9	Verna (AC, Diesel)					10	12

⁶ To be submitted online only

⁷ Payment towards cost of fuel shall be paid as per the mileage mentioned against respective vehicle. The price prevailing at the day of journey shall be considered for calculation of payment towards the cost of fuel.

⁸ Payment towards cost of fuel shall be paid as per the mileage mentioned against respective vehicle. The price prevailing at the day of journey shall be considered for calculation of payment towards the cost of fuel.

10	Swift (AC Diesel)					10	12
11	Toyota Fortuner (AC Diesel)					8	10
12	Traveler (AC Diesel)					6	8
13	Hyundai Creta (AC Diesel)					10	12
14	Carnival (KIA) (AC Diesel)					8	10
15	TATA HEXA(Diesel)					10	12

Annexure-9(C)

Rate for hiring of vehicle on daily basis for outstation use excluding Fuel (Petrol/Diesel)

(Amount in INR)

Sl. No	Vehicle Type	Rate per month ⁹ (without GST)	GST		Total with GST	Mileage (K.M per Liter) ¹⁰	
			%	Amount		Local	Outstation
1	Tata Safari (AC Diesel)					8	10
2	Honda City (AC, Petrol)					10	12
3	SWIFT DZIRE (AC, Petrol)					10	12
4	Bolero (AC Diesel)					8	10
5	Scorpio (AC Diesel)					8	10
6	INNOVA (AC Diesel)					8	10
7	Innova Crysta (AC Diesel)					8	10
8	SWIFT DZIRE (AC, Diesel)					10	12
9	Verna (AC, Diesel)					10	12
10	Swift (AC Diesel)					10	12
11	Toyota Fortuner (AC Diesel)					8	10
12	Traveler (AC Diesel)					6	8
13	Hyundai Creta (AC Diesel)					10	12
14	Carnival (KIA) (AC Diesel)					8	10
15	TATA HEXA(Diesel)					10	12

⁹ Rate per day is inclusive of all expenses except Fuel cost. Fuel shall be paid separately as per the actual KM run to be calculated based on mileages as mentioned against each vehicle.

¹⁰ Payment towards cost of fuel shall be paid as per the mileage mentioned against respective vehicle. The price prevailing at the day of journey shall be considered for calculation of payment towards the cost of fuel.

5.10. Annexure-10: Draft Agreement

Annexure-10

(To be typed in non-judicial stamp paper of required value)

DRAFT AGREEMENT

This Agreement (“Agreement”) is made at _____ on this _____ day of _____, 2021.

BETWEEN

<Insert Name, Designation if the Procuring Authority signing the contract on behalf of the Procuring Entity>, having its principal office at <insert the address of the procuring Entity> (hereinafter referred to as “**Authority**” which expression shall unless it be repugnant to the context mean and include its successors and permitted assigns) of the FIRST PART.

AND

<Insert name & address of the winning Bidder> (hereinafter referred to as “**Agency**” which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns of the SECOND PART.

(Authority and Agency shall hereinafter be individually referred to as a “Party” and collectively as the “Parties”, as the context may require.)

WHEREAS

1. Authority had invited proposals from eligible and interested parties vide Tender <Insert Tender Reference No> dated< Insert Date> to <insert description of the proposed service>. The proposal submitted by the Agency was evaluated as most preferred amongst all the proposals received by the Authority. Based on the evaluation, the Authority has issued the Letter of Award bearing No. <Insert Letter Reference No>dated <Insert date> inviting the Agency to sign the contract for provisioning of passenger vehicles as per Tender terms and conditions at a rate as offered by the “Agency” and accepted by the Authority.
2. All the following documents shall form part of this Agreement. However, in case of any conflict between the provisions thereunder and any subsequent mutually agreed document the later will prevail.
 - (i) Tender Document <Insert Reference No. & Date..... >.
 - (ii) Proposal submitted by Agency including financial proposal in consonance with the said Tender.
 - (iii) Corrigendum, Amendments or clarifications issued by the Authority subsequent to the issue of Tender<Insert Reference No. & Date..... > ;
 - (iv) Letter of Award issued by the Authority inviting the Agency to sign the contract for above mentioned project.
 - (v) Any other correspondence relating to this Agreement.

3. Accordingly, the Parties are entering into this Agreement to record detailed terms and conditions.

NOW, THEREFORE, FOLLOWING IS HEREBY AGREED BETWEEN THE PARTIES:

4. DEFINITIONS

In this Agreement, the following capitalized terms shall have meanings as defined herein:

“Agreement” shall mean this Agreement and all other annexures, schedules, appendixes, addendums, and exhibits, attached hereto.

“Applicable Law” shall mean all applicable provisions of all (i) constitutions, treaties, statutes, laws (including common law), notifications, codes, rules, regulations, approvals, ordinances, or orders of any Governmental Authority, (ii) orders, decisions, injunctions, judgments, awards, and decrees of or agreements with any Governmental Authority, and (iii) generally accepted accounting principles.

5. SCOPE OF WORK:

<Inset from Bidding document incorporating **amendments**, if any>

6. RESPONSIBILITY OF THE AGENCY:

<Inset from Bidding Document incorporating amendments, if any>

7. RESPONSIBILITY OF THE AUTHORITY:

<Inset from Bidding Document incorporating amendments, if any>

8. FINANCIAL TERMS:

- 8.1 The rate at which the Agency shall be paid towards hiring charges for providing vehicles (monthly/daily basis) of different types are given below:

<*The rates offered and agreed between the parties for different types of vehicles to be inserted*>

- 8.2 Authority will be responsible for the timely payment of all the dues as accrues to the Agency with respect to the services rendered under this agreement.
- 8.3 The Agency shall raise bill on monthly basis for the services rendered by it under this Agreement and the Authority is contractually obliged to release all the payments due to the Agency within 30 days from the date of **receipt of the final bill with required details and supporting.**

9. EFFECTIVE DATE, TERMINATION OF THE AGREEMENT:

- 9.1 This Agreement shall be effective from the date of its execution. This agreement shall be initially for a period of 2 (Two) years from the date of signing and which may be extended for an additional term of 6 months in similar terms and conditions with mutual consent.

- 9.2 The Authority may, by a notice in writing suspend the agreement if the Agency fails to perform any of its obligations including carrying out the services, provided that such notice of suspension—
- a) Shall specify the nature of failure, and
 - b) Shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.
- 9.3 The Authority after giving 30 days clear notice in writing expressing the intention of termination by stating the ground/grounds on the happening of any of the events.
- a) If the Agency do not remedy a failure in the performance of his obligations within 15 days of receipt of notice or within such further period as the Authority may subsequently approve in writing.
 - b) If the Agency becomes insolvent or bankrupt.
 - c) If, because of other than force majeure conditions, Agency is unable to perform a material portion of the services for a period of not less than 60 days: or
 - d) If, in the judgment of the Authority, the Agency is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

10. PENALTY

- 10.1 In case of break down the vehicle must be replaced immediate and in no circumstances, it should be more than 2(two) hours. In case of non- availability of suitable vehicle, a penalty up to Rs. 300/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs. 500/- per break down shall be imposed. In case of non-availability of vehicles penalty of Rs. 1,000/- per day shall be imposed in addition to deduction at pro-rata basis for that day.

11. CONFIDENTIALITY:

- 11.1 The Parties acknowledge and agree that they may gain access to or become familiar with the other Party's Confidential Information, the Parties undertakes not to divulge information gained to any unauthorised party without prior consent of the disclosing parties.

12. GOVERNING LAW AND DISPUTE RESOLUTION:

- 12.1 This Agreement shall be governed by the laws of India and the courts at Guwahati shall have the exclusive jurisdiction. Any claim, controversy, or dispute (collectively referred to as "Disputes") arising out of or under this Agreement, if not settled by mutual Agreement between the Parties shall be referred to arbitration in accordance the Indian Arbitration and Conciliation Act,1996.

13. AMENDMENTS:

- 13.1. This Agreement may be amended, modified, superseded, or cancelled, and the terms and conditions hereof may be waived, only by a written instrument signed by the Parties hereto

or, in the case of a waiver, by the Party waiving compliance.

14. NOTICES:

14.1 All notices and correspondence shall be made in writing and delivered at the addresses mentioned herein unless directed otherwise in writing by the Parties by any method that provides a proof of delivery.

15. ENTIRE AGREEMENT:

16.1 This Agreement, including any annexures or documents attached hereto, all of which are hereby incorporated by reference, shall be deemed to form a part of this Agreement, and constitutes the complete and exclusive statement of Agreement between the Parties.

IN WITNESS WHEREOF, the Parties have entered into this Agreement the day and year first above written.

For NATIONAL HEALTH MISSION	For <Insert name of the Agency>
Authorized Signatory	[Authorized Signatory]
Name:	Name:
Designation: Mission Director	Designation:
Witness-1 <Name, Designation, Address>	Witness-1 <Name, Designation, Address>
Witness-2 <Name, Designation, Address>	Witness-2 <Name, Designation, Address>

5.11. Annexure-11: Format for Performance Security Bank Guarantee

Annexure-11

PERFORMANCE BANK GUARANTEE

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Beneficiary: *[insert name and Address of Employer].* **Date:** *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Agency]* (hereinafter called "the Applicant") has been awarded the contract by the Beneficiary to provide the services of a Travel Agency including provisioning of passenger vehicles on hiring basis (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required before signing of the contract.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* *[insert amount in words]*, such sum being payable upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2... 2, and any demand for payment under it must be received by us at this office indicated above on or before that date.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance.*

5.12 Annexure-12: Letter of Acceptance

Letter of Acceptance

[on letterhead paper of the Employer]

Letter No. **dated**

To: *[insert name and address of the Service Provider]*

Subject: **Contract No.**

This is to notify you that your Bid dated _____ *[insert **date of bid submitted by the bidder**]* for the execution of _____ *[insert **brief description of non-consultancy services**]* against Bid Invitation Ref. No. _____ *(Insert Bid Ref. No.)* is hereby accepted by the Employer for the Contract Amount of Rs. _____ *[insert **amount in numbers and words**]*, as corrected and modified in accordance with the Instructions to Bidders.

You are requested to furnish the Performance Security within 28 days form issue of this letter in accordance with the Conditions of Contract, using for that purpose the BG Format of the Performance Security as per **Annexure-11** and the Contract Form as in **Annexure-10**, Contract Forms of the Bidding Documents.

Authorized Signature:

.....

Name and Designation of Signatory:

.....

Name of Employer:

.....