

GOVERNMENT OF ASSAM
DIRECTORATE OF TRAINING
ASSAM ADMINISTRATIVE STAFF COLLEGE
JAWAHARNAGAR;KHANAPARA;GUWAHATI – 781 022

NOTICE INVITING TENDER

No.AASCS(V)242/2010/Pt-I/1

Dated Guwahati the 4th May, 2016

Sealed quotations affixed with non-refundable court fee stamp of **Rs.8.25/- (Rupees Eight and twenty five paise only)** only are invited from experienced, reputed and professionally well-equipped firms/agencies/service providers for providing of vehicles on hire basis to this Directorate for training related activities as and when required. The interested firms may collect the tender documents from the Administrative Officer, Assam Administrative Staff College during the office hours on payment of Rs. 500/- (Rupees Five Hundred only in cash) which would be non-refundable from **May 6, 2016** onwards.

The tender documents may also be downloaded from the website, www.aasc.gov.in. However, the payment of Rs 500/- will have to be made in any case.

The last date for receipt of tenders is 2 pm of **May 27, 2016** and these would be opened in the presence of the tenderers or their authorised representative(s) if any who may like to be present on the same day at 3 pm. If that day happens to be a holiday, the tenders would be opened on the next working day.

The tender should be accompanied by a bankers cheque/demand draft for Rs. 5000/- (Rupees Five Thousand only) in favour of “Director, Assam Administrative Staff College Society” as earnest money. No interest would be payable by the Assam Administrative Staff College on the earnest money deposited, which will be refunded to the unsuccessful tenderers after awarding of the service contract to the successful tenderer.

The Director of Training, Assam Administrative Staff College reserves the right to accept or reject any or all tender papers without assigning any reasons thereof.

Sd/-
Director of Training
Assam Administrative Staff College
Guwahati – 781 022

TERMS AND CONDITIONS

1. Vehicles should not be more than 5 years old.
2. Vehicles should be of suitable model and in good condition having valid registration, insurance/clearance of taxes fulfilling provisions of the Motor Vehicles Act etc.
3. All and any claims in the case of accidents etc. shall be the liability of the owner.
4. Hired vehicle will also include paid licensed driver.
5. All cost of maintenance of hired vehicle including HSD/POL and allowance of driver etc. will be borne by the service provider.
6. No mileage of working hour from garage to place of duty and back to garage shall be chargeable.
7. Requisition for the vehicles will be provided by the Administrative Officer of this Directorate.
8. Separate rates for duty during the day, for extra hours and extra kilometerage shall be quoted in same tender as fixed.
9. Tax if any will be levied as per Government norms.
10. The quotationer will have to provide TIN/PAN numbers.
11. The quotationer will have to provide proof of experience of providing similar services in other government departments.
12. The annual turnover for the last three years i.e. **2013-14, 2014-15 and 2015-16** will have to be shown, certified by Chartered Accountant.
13. All tender papers submitted by the tenderer should carry the signature of the tenderer.

The Director has the right to accept / reject any one or all tender papers without assigning any reason thereof.

Sd/-
Director of Training
Assam Administrative Staff College
Jawaharnagar, Khanapara, Guwahati – 781 022

Particulars/Profile of the firm

1. Name of the firm :

2. Office address in Guwahati :

3. i) Telephone No. :
- ii) Mobile phone No. :
- iii) E-Mail :
- iv) Fax No. :

4. Name/residential address/Phone No. of contact person during working days and weekends :

5. Whether the firm is proprietary/partnership :

6. PAN no. :

7. VAT/TIN Registration :

8. Name & address of partners :

(Please enclose a copy of partnership deed/power of attorney)

9. Date of establishment of the firm :

10. Business turnover of the firm during last 3 years
i.e. during 2013-14 :

2014-15 :

2015-16 :

Signature _____

Name & Address _____

of the firm _____

with seal _____

**Please attach separate sheet/s, if required and
Photocopies of Balance sheets of the last 3 years
(2013-14, 2014-15 and 2015-16)**

Annexure-II

(Extra sheet may be used for any other vehicles in the given format)

<u>Sl</u>	<u>Vehicle type</u>	<u>Rate/day (local) (Rs.)</u>	<u>Rate/day (outstation) (Rs.)</u>	<u>Running charge/km (Rs.)</u>
1	Tata Indica Diesel / similar type of vehicle (AC)			
2	Tata Indigo Diesel/Swift Dzire/ Honda Amaze/similar type of vehicle (AC)			
3	Tata Sumo/Spacio/Bolero/Xylo/ similar type of vehicle (AC)			
4	Tata Safari Dicor/Scorpio/Toyota Innova similar type of vehicle (AC)			
5	Bus (35-40 seater) AC			
6	Bus (35-40 seater) Non-AC			
7	Mini Bus (25-30 seater) AC			
8	Mini Bus (25-30 seater) Non-AC			
9	Force Traveller AC			
10	Force Traveller Non- AC			
11	Tata Winger AC			
12	Airport pickup/dropping rate			
13	Railway Station pickup/dropping rate			

Date:

Signature

AGREEMENT FOR VEHICLE HIRE

This agreement is made on this _____ day of 2016 between Assam Administrative Staff College, Jawaharnagar, Khanapara, Guwahati-22. (herein after called the First Party) and _____ represented by its Proprietor/Managing Director/Manager (herein after called the Second Party).

GENERAL TERMS AND CONDITIONS

1. The Second Party shall during the period of this contract, that is to say, from _____ to _____ or until this contract is determined by such notice as herein after mentioned, will provide commercial vehicles not older than 2011-year model, and registered for the commercial purpose only and taxes, insurance etc. due on such vehicles shall be the liability of the Second Party on rates accepted as described in schedule vide Annexure-II to this agreement. The rates would be inclusive of all taxes. It is agreed by the Second Party that the number of vehicles is likely to change and may be demanded accordingly to the exigencies of service by the First Party.
2. The Administrative Officer, Assam Administrative Staff College, on basis of requisition submitted by the Course Directors of this Directorate will place an order for their requirement and will receive acknowledgement from the Second Party for supply of vehicles. It is anticipated that the Second Party will supply vehicles to on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.
3. The Second Party must have a telephone/mobile phone/e-mail address where requisition of vehicles can be conveyed.
4. The Second Party agrees with the First Party that every contract of hire order should be subject to the terms of this agreement for vehicle hire and in event of a conflict between these terms and the terms in hire order, the terms of this agreement for vehicle hire shall prevail.
5. The Second Party should provide the particular model or make of vehicle as agreed upon in the contract. The First Party only reserves the right to substitute it with another similar vehicle. If for any reason whatsoever the First Party is not happy with the condition of the vehicle provided, the Second Party will be informed immediately and they should replace it as per requirement. If for any reason the Second Party is not in a position to provide a substitute vehicle as demanded by the First Party, then the First Party will be free to engage a vehicle from the open market and debit the expenditure on account of it on the claims payable to the Second Party.
6. In the event of any mechanical failure/breakdown of vehicle after its reporting for duty, the Second Party shall arrange for replacement by another commercial vehicle. In case of breakdown, vehicles have to be replaced by other vehicles immediately or within half an hour.

- a) In case of non-availability of suitable vehicle, a penalty of Rs. 200.00 (Rupees Two Hundred only) may be imposed.
 - b) If the number of breakdown exceeds three times in a month, a penalty of Rs. 300.00 (Rupees Three Hundred only) per breakdown shall be imposed.
 - c) In case of non-availability of vehicles, a penalty of Rs. 500.00 (Rupees Five Hundred only) per day shall be imposed in addition to deduction at pro-rata basis for the day.
 - d) In case of non-availability of vehicles during extra hours, penalty of Rs. 200.00 (Rupees Two Hundred only) per occasion shall be imposed.
7. In case of the liability under relevant sections of the Motor Vehicle Act, 1968 and IPC for causing death or permanent liability developed in the vehicle supplied by the Second Party, the First Party has no responsibility whatsoever and will not entertain any claim in this regard under the provision of law.
 8. The Second Party shall assign the job of driving of hired vehicles only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while running the vehicle by ensuring safe driving. The First Party shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to the First Party have to be suitably compensated by the Second Party.
 9. 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 to the First Party and any breach of such laws or regulations shall be deemed to be breach of this contract.
 10. In no case will a vehicle which is not registered for commercial purposes be supplied to the First Party and taxes etc. due to on such vehicles shall be the liability of the Second Party.
 11. The Second Party will submit bills to the First Party training course-wise for release of payment by the First Party.
 12. The driver of the vehicle shall be provided with the duty slips by the Second Party where date, time, kilometre reading and places visited are to be filled in and signed by the Course Directors/Course Assistants of the Assam Administrative Staff College. On the basis of these duty slips, the bills shall be placed to the First Party by the Second Party. No mileage from garage to place of duty and back to garage will be chargeable.
 13. If the Second Party fails to provide vehicle to the First Party and if the service is not found satisfactory enough, the First Party shall have the right to terminate the contract in whole or in part.
 14. The Second Party shall send vehicles for periodical servicing at its own cost. The First Party will not pay any mileage run for such servicing nor any deduction be made for the duration involved in such servicing. The cost of lubricants, repairs, maintenance, taxes, insurance etc will be the Second Party's liability.
 15. In case of any accident resulting in loss or damage to property or life, the sole responsibility for any legal or financial implication would vest with Second Party. The First Party shall have no liability whatsoever.

16. The Second Party is liable for any legal dispute/cases/claims/ that have arisen or may arise during the currency of the agreement in respect of vehicles provided by Second Party. The First Party will not be liable for any loss, damages etc suffered/to be suffered by the Second Party or any third party as the case may be.
17. If for any reason the First Party is dissatisfied in any way with the standard of the vehicle or if any deficiency in service during the hire period is experienced, it will be reported to the Second Party in writing. The Second Party without raising any dispute on such assessment by the First Party regarding the standard of the vehicle provided or quality of service rendered by them may immediately replace it with another commercial vehicle on receipt of such complaint.
18. The Second Party shall also be liable for all fines, penalties and the like of parking, traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period and any toll charges or entry taxes payable locally and the Second Party accordingly indemnifies the First Party against all such liabilities.
19. The Second Party shall not act as a broker for other hire companies or any individual and the contract will be valid only if the company signing the contract supplies the vehicles themselves from their own fleet. The Second Party will also ensure that they will not supply the vehicles to the First Party which are either owned by employees of the First Party or their near relatives.

Signed_____

Signed_____

For and on behalf of the First Party

For and on behalf of the Second Party

Name_____

Name_____

Position_____

Position_____

Witnesses:

1.

2.