

**GOVERNMENT OF ASSAM
DIRECTORATE OF TRAINING
ASSAM ADMINISTRATIVE STAFF COLLEGE
JAWAHARNAGAR, KHANAPARA, GUWAHATI-22.**

TENDER NOTICE

No.AASC(V)242/2010/57

Dated Guwahati the 5th of May 2014

Sealed tenders affixed with non-refundable court fee stamp of Rs.8.25/- (Rupees eight and paise twenty five 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. All interested firms/agencies/service providers may collect the tender papers from the undersigned during office hours on all working days on payment of an amount of Rs 500/- (Rupees five hundred only), which is non-refundable.

The last date for receipt of tenders is 2 pm of **May 23, 2014** 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 p.m. 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 banker's cheque/demand draft for Rs 5,000/- (Rupees five thousand only) in favour of "Director, Assam Administrative Staff College Society, Guwahati" 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, Assam Administrative Staff College Society, reserves the right to accept or reject any one or all tenders without assigning any reasons whatsoever.

**Director of Training i/c
Assam Administrative Staff College,
Jawaharnagar, Khanapara, Guwahati-22.**

Annexure - I

GENERAL TERMS AND CONDITIONS:

1. Vehicles should not be more than 5 years old.
2. Vehicles should be of suitable model in good condition having valid insurance/ clearance of taxes fulfilling provisions of 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 govt. norms.
10. The quotationer will have to provide TIN and PAN numbers
11. The quotationer will have to provide proof of experience of providing similar services in other government departments.
12. The annual turnover of the last three years, ie 2011-12, 2012-13, 2013-14 will have to be shown.
13. All tender papers submitted by the tenderer should carry the signature of the tenderer.

Annexure – II

Particulars of the tenderer

- 1) Firm/tenderer's name:
- 2) Postal address:
- 3) Telephone No.:
- 4) Fax No.:
- 5) Contact person:
- 6) E-mail address:
- 7) Website address, if any:
- 8) Headquarter office address:
- 9) Local branch office address with phone no. and fax:
- 10) Whether the firm is private or public limited with date of establishment (attested copies of deed for articles of association to be enclosed):
- 11) Name of the person holding the power of attorney (attested copy of power of attorney to be enclosed). Also state his present nationality and liabilities:
- 12) Names of partners, their current nationalities and liabilities
- 13) Name and address of the tenderer/contractor
- 14) Specimen signature of the tenderer/contractor:
 - a)
 - b)
 - c)

I/we authorize AASC to make any investigation to verify the correctness of the statements and documents submitted with this application and obtain clarifications or information on the technical and financial aspects of the applicant.

Date:

Signature of the tenderer

Annexure III

Sl. No.	Type of Vehicle	Area of Operation	Rate per day per vehicle (150 km)	Additional charge beyond 150 km for every 10 km running in a day
1.	TATA Indica Diesel (A/C)/similar type of vehicle	Greater Guwahati		
2	Mini Bus (25-30 seater) with AC	Greater Guwahati		
3.	Mini Bus (25-30seater) Non AC	Greater Guwahati		
4.	Bus (31-45 seater) with AC	Greater Guwahati		
5.	Bus (31-45 seater) Non AC	Greater Guwahati		
6.	Tata Sumo/Spacio/ Bolero / Xylo (A/C) /Indigo /similar type of vehicle	Greater Guwahati		
7.	Tata Dicor, Safari, Scorpio, Toyota ,Qualis, Innova ,Travera (A/C) / similar type of vehicle	Greater Guwahati		

Per diem rates for journeys made outside Guwahati should also be shown.

Date:

Signature of the tenderer

Annexure – IV

Turnover during the last 3 (three) years:

1. Year 2011-12:
2. Year 2012-13:
3. Year 2012-14:

Date:

Signature of the tenderer

Annexure - V

AGREEMENT FOR VEHICLE HIRE

This agreement is made on this _____ day of 2014 between the Assam Administrative Staff College, Khanapara, Guwahati – 22, represented by the Director of Training, (herein after called the First Party) AND M/S -----represented by its Managing Director (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 2009-year model, on the rates accepted as described in schedule vide Appendix-I to this agreement. The rates would be inclusive of all taxes. It is agreed by the Second Party that number of vehicles required is likely to change and may be demanded according to the exigencies of service by the First Party.

2.The Administrative Officer, Assam Administrative Staff College, on the 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 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 the 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 will provide vehicles to the First Party not older than five years (say 2009 model) and registered for the commercial purpose only and taxes, insurance etc. due on such vehicles shall be the liability of the Second Party.

6. 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.

7. 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 break down, 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 up to Rs. 200/- may be imposed.

(b) If the number of break down exceeds three times in a month, a penalty of Rs. 300/- per break down shall be imposed.

(c) In case of non-availability of vehicles, penalty of Rs. 500/- per day shall be imposed in addition to deduction at pro-rata basis for that day.

(d) In case of non-availability of vehicles during extra hours, penalty of Rs. 200/- per occasion shall be imposed.

8. In case of the liability under relevant sections of 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 the law.
9. 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 suitable compensated by the Second Party.
10. 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 Second Party and any breach of such laws or regulations shall be deemed to be breach of this contract.
11. In no case will a vehicle which is not registered for the commercial purposes shall be supplied to the First Party and taxes etc. due to on such vehicles shall be the liability of the Second Party.
12. The Second Party will submit bills to the First Party training course-wise for release of payment by the First Party.
13. 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 of the Assam Administrative Staff College. On the basis of these duty slips, the bills shall placed to the First Party by the Second Party. No mileage from garage to place of duty and back to garage will be chargeable.

14. If the Second Party fails to provide the 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 .
15. The Second Party shall send the 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.
16. In case of any accident resulting in loss or damage to property of life, the sole responsibility for any legal or financial implication would vest with Second Party. The First Party shall have no liability whatsoever.
17. 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.
18. If for any reason the Second 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.
19. 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 liability.
20. 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 _____

For and on behalf of the First Party
Party
Name (caps) _____
Position _____

Signed

For and on behalf of the Second
Party
Name (caps) _____
Position _____