

ASSAM GOVERNMENT-IITG HEALTHCARE FOUNDATION

CIN: U85300AS2022NPL023684 REG

at

Centre for Nanotechnology, IIT Guwahati, North Guwahati, Guwahati-781039,

Kamrup Rural, Assam, India

Email Id: procurement@agihf.org

Web Page: <https://www.agihf.org/adv>

Ph: 0361-258 3075

NAME OF WORK: REQUEST FOR PROPOSAL - RFP

SELECTION OF FLEET OPERATORS

FOR

HIRING OF COMMERCIAL VEHICLES ON RENTAL BASIS FOR
ASSAM GOVERNMENT IITG HEALTHCARE FOUNDATION (AGIHF)

RFP No.: AGIHF/CAR RENTAL/2023-24/04 dated **[07 August 2023]**

Issue Date: [07 August 2023]

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ASSAM GOVERNMENT-IITG HEALTHCARE FOUNDATION (AGIHF)

CIN: U85300AS2022NPL023684

**REG Office: Centre for Nanotechnology, IIT Guwahati, North Guwahati, Guwahati-781039, Kamrup
Rural, Assam, India**

Email Id: procurement@agihf.org Ph: 0361-258 3075

Reference No: AGIHF/CAR RENTAL/2023-24/04

ONLINE TECHNICAL & FINANCIAL PROPOSALS ARE INVITED FROM ELIGIBLE AND FINANCIALLY SOUND FLEET OPERATORS FOR HIRING OF COMMERCIAL VEHICLES ON RENTAL BASIS FOR ASSAM GOVERNMENT-IITG HEALTHCARE FOUNDATION (AGIHF)

Name of Work	Bid Security (INR)	Cost of bid Document (INR)
Selection of Fleet Operators for AGIHF	25,000/-	1,000/-

Important Dates:

Date of issue	07 August 2023
Pre-Bid Meeting	22 August 2023 at 15:00 Hrs at AGIHF Office/MS Teams ID will be published in Website [https://www.agihf.org/advn]
Due date and time for submission of Pre-bid meeting queries in writing or vide E-mail. (pls. give both excel and PDF)	22 August 2023 till 11:30 Hrs
Last date and time of Proposal submission (Online)	07 September 2023 till 1200 Hrs
Last date and Time for submission of hard copies of key documents.	07 September 2023 till 1200 Hrs
Date for opening of Technical Bids	08 September 2023, 1500 hrs
Date for opening of Financial Bids	To be informed to the qualified bidders

INSTRUCTIONS TO TENDERERS - E TENDERING

- A. The Applicant is required to prepare and submit the complete proposal documents in the online e-Tender portal (i.e., <https://assamtenders.gov.in>) within due date of submission.
- B. All documents including duly filled up forms, formats, instruments and write-up that form part of the proposal should be serially numbered and signed by the Applicant or by the person(s) authorized to sign, as the case may be, on each page before scanning and uploading in the e-Tender portal.
- C. Proposal shall be typed or written in indelible ink and shall be signed by a person or person(s) duly authorized to sign on behalf of the Applicant. All pages of the proposal where entries or amendments have been made shall be initiated by the person or persons authorized to sign.
- D. Proposals shall be digitally signed as per Class 3 digital certificate by a person or person(s) duly authorized to sign on behalf of the Applicant for online submission.
- E. The Applicant is required to submit the hard copies of selected key documents of the technical proposal within due date of submission of the proposal. The hardcopies shall include following documents **only**:
- F. EMD (Bid Security) and Processing/Tender Document Fee (To be paid online). EMD is exempted for Micro and Small Enterprises (MSEs) as per rules.
- G. Declaration as per Annexure-5
- H. Original Power of Attorney Document or certified copy of the Board Resolution (in case of Company) authorizing the Signatory.
- I. The Applicant may submit above hard copies of selected key documents either through courier or by hand (with acknowledgement) in the address given below.

To,

ASSAM GOVERNMENT-IITG HEALTHCARE FOUNDATION

CIN: U85300AS2022NPL023684

Centre for Nanotechnology, IIT Guwahati, North Guwahati, Guwahati-781039,

Kamrup Rural, Assam, India

Email Id: procurement@agihf.org

Ph: 0361 258 3075

- J. General guidance for e-Tendering Instructions/ Guidelines for tenders for electronic submission of the tenders have been annexed for assisting the contractor/bidders to participate in e-Tendering.
- K. Registration of Contractor/bidder**
Any contractor/bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through online bidder enrollment in <https://assamtenders.gov.in> (the web portal of Assam Govt. e Tendering). The contractor/bidder/bidder is to click on the Online Bidder Enrollment link for creating their account and register their login Id and Password.
- L. Digital Signature certificate (DSC)**
Each contractor/bidder is required to obtain a Class-III Digital Signature Certificate (DSC) (only signing certificate is required) for submission of tenders.
- M. Downloading of Bid Documents: The contractor/bidder/bidder can download NIT & Bidding

Documents from <https://assamtenders.gov.in>. For downloading the tender documents or to view the information of a tender Digital Signature Certificate is not mandatory. DSC is mandatory only to submit the Bid.

N. **Seeking Clarification:** Bidders have to ask any kind of clarification through “Seek Clarification” through e-mail, procurement@agihf.org. Clarification asked through any other mode will not be accepted. Any clarification/ query asked after the pre-bid meeting will not be entertained.

O. Amendment of Bidding Documents:

A. Before the deadline for submission of bids, the purchaser may modify the bidding documents by issuing online corrigendum. The corrigendum will appear on the website <https://assamtenders.gov.in> under “Corrigendum” and email notification is also automatically sent to those bidders who have moved this tender to their “Interested Tenders” area.

B. Any addendum thus issued shall be part of the bidding documents and deemed to have been communicated to all the bidders who have moved this tender to their “interested Tenders” area. In case of any addendum/corrigendum, it will be published on the web portals, <https://www.agihf.org/advn> & <https://assamtenders.gov.in>.

C. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the purchaser may extend, as necessary, the deadline for submission of bids.

D. In case a bidder has already submitted the bid before corrigendum & he/she will be allowed to resubmit the updated bid again without any additional cost of EMD. In that case his updated bid shall be taken for evaluation.

P. Submission of Tenders

General process of submission, Tenders are to be submitted online through the website <https://assamtenders.gov.in>. The tender is a two-cover system and the bidder have to upload their documents as specified in each cover (folder), the first folder is for Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents uploaded should be virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non-readable formats).

A. Technical proposal

The Technical proposal should contain scanned copies of the following in two covers (folders).

A-1. Statutory Cover Containing (Please make a list of required documents)

i) Technical Documents

ii) Eligibility Documents

Note: - Failure of submission of any of the above-mentioned documents will render the tender liable to be summarily rejected for both statutory & non-statutory cover.

B. Financial proposal

The Financial bid will comprise the Bid Form and the Price Schedule as per format given in the bidding document. The bidder has to download the given format (“BoQ”, a.xls file) from the respective tender published at <https://assamtenders.gov.in>., enter rate into the specified cell and upload the same into the folder named “BOQ” on the website <https://assamtenders.gov.in> at the appropriate place.

Don’t try to rename the file. After entering the rates only save (don’t use “Save as” option) and upload it. Important: The Price Schedule are to be uploaded only in e- procurement portal; no hard copy of the same is required to be submitted. Bidder shall quote rate per piece and for destination specified in the bid.

Q. Withdrawal of Bid

Bidder can withdraw their bids before online bid submission closing date. But after online withdrawal, System will not allow that bidder to participate in the same tender again.

R. Resubmission

Bidder can resubmit their bids more than one number of time before the online bid submission closing date and time. In that case his updated bid shall be taken for evaluation.

S. Help Desk

Help Desk numbers for any kind of support related to e-Procurement:

1800 2121 18866(Ext. 2)

0361 - 234 7144, 223 7188, Mobile: 9707826754(10 am to 5 pm)

Technical Support

24 x 7 Help Desk Number: 0120-4711508, 0120-4001002, 0120-4001005, 0120-6277787.

Email Support: support-eproc(at)nic(dot)in

For any Issues or Clarifications relating to the published tender, please contact:

Centre for Nanotechnology, IIT Guwahati,

North Guwahati, Guwahati-781039,

Kamrup Rural, Assam, India

Email Id: procurement@agihf.org

Web Page: <https://www.agihf.org/adv>

Ph: 0361-258 3075, Mobile No: 9957704108

International Bidders are requested to prefix 91 as country code. (Language: Hindi/English)

1. Disclaimer

- 1.1. This RFP is issued by Assam Government IITG Helathcare Foundation (“Client”/ “AGIHF”/ “Employer”), the contracting party.
- 1.2. The information contained in this RFP document or information that may be subsequently provided to the interested applicants (“Bidder”), whether verbally or in documentary or any other form by or on behalf of Client or any of their authorised employees or advisers or representatives, would be subject to the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- 1.3. This RFP is neither an agreement nor an offer by the Client to the prospective Bidder or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments made by the Client in relation to the scope of services contemplated in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Client, its employees or advisers or representatives to consider the objectives, technical expertise and particular needs of each party who read or use this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or entirely correct. Each Bidder should, therefore, conduct its own enquiries and analysis to check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
- 1.4. Information provided in this RFP to the Bidder is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement under law. Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 1.5. The Client, its employees, advisers, and representatives make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of this RFP and any assessment, assumption, statement or information contained herein or deemed to form part of this RFP or arising in any way in this selection process.
- 1.6. This RFP and the information contained herein are to be used only by the person to whom it is issued and it is not transferable. It shall not be copied or distributed by the recipient to third parties (other than in confidence to the recipient’s professional advisors). Even in the event the recipient does not continue with its involvement in the Project in accordance with this RFP, the confidentiality obligations under this RFP or subsequent Contract shall continue to be binding on and adhered to by the Bidder.
- 1.7. Client also accept no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP. It is the responsibility of the Bidders to make their own assessment in preparing their Proposals.
- 1.8. Client may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

- 1.9. The issue of this RFP does not imply that the Client is bound to select a Bidder or to appoint the selected Bidder, as the case may be, and Client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever. This RFP may be withdrawn or cancelled by the Client at any time without assigning any reasons.
- 1.10. The Client reserves the right to accept or reject any or all the Proposals; qualify or disqualify any or all Bidders without giving any reason, and is not obliged to correspond with any Bidder in this regard. Further, the Client reserves the right to relax, change, review, revise and / or cancel the selection criteria and the RFP process, at any time, without prior notice or without assigning any reason whatsoever. This invitation for RFP does not give rise to any right in rem, and is not an offer or invitation to offer.
- 1.11. The Bidder shall bear all costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Client or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will have to be borne by the Bidder and the Client shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in the preparation and submission of the Proposal, regardless of the conduct or outcome of the selection process.
- 1.12. The words and expressions beginning with capital letters and not defined herein, but defined in the RFP or the other Volumes of the RFP, shall, unless repugnant to the context, have the meaning ascribed thereto therein.
- 1.13. The Client will not entertain any claim for expenses in relation to the preparation of any Proposal pursuant hereto.

2. Introduction

2.1 About AGIHF

Government of Assam and IIT Guwahati have joined hands to improve healthcare research, education, and infrastructure in the state. The Program is being implemented through a special purpose vehicle called ASSAM GOVERNMENT-IITG HEALTHCARE FOUNDATION (“AGIHF”). AGIHF is a company registered under Companies Act, 2013 with license under section 8(1) of the Act. The registered office is situated in IIT Guwahati, Assam. ASSAM GOVERNMENT-IITG HEALTHCARE FOUNDATION is a joint venture between the Government of Assam and IIT Guwahati. It was set up in September 2022 to create a first-of-its-kind, healthcare research, education, and infrastructure facilities.

3. Scope of the bid

- a) Vendor should provide vehicle having registration only after 01.08.2020. (not older than 3 years). If vendor provides vehicle older than this than Rs 200 per day shall be deducted.
- b) Provide passenger vehicles (registered as taxi) with driver to be used for pool car, local and long-distance travel by the employees, consultants or guests of AGIHF on monthly and on call basis. However, if for official purpose, vehicles have to go to adjoining states the arrangements will be made by the Agency. In such case, tax levied by other states for such journey will be reimbursed on production of receipt.
- c) The agreement between the Company (AGIHF) and the Agency (Travel Agent) shall be for a Period of **36 months** with a provision for extension of another 12 months or more with mutual consent on similar terms and conditions. However, both the parties have the right to terminate the contract prematurely after serving a termination notice with a minimum time period of 60 days.
- d) **Pool Car Hrs:** Twelve hours per day on all days of month except on Sundays and holidays as notified by AGIHF. The services of the pool car are very important to AGIHF and the agency should be very punctual and disciplined for this operation.
- e) **Normal Duty Hrs:** Twelve hours per day on all days of month except on Sundays and holidays as notified by AGIHF. However actual timings of deployment, for 12 hours duty, shall be specified by actual users of vehicles. Duty timings may be different for each deployed vehicle based on end user requirements.
- f) **Airport pick-up or Drop:** During normal duty days, driver has to pick-up or drop the official of AGIHF from/at the Airport of Guwahati. Beyond duty days during the day/night, airport pick-up or drop may also be required. The same is required to be honored. If pick-up or drop, even at odd hours, with regular deployed vehicle, shall not be paid extra. Parking/toll tax fee will be paid at actuals on submission of valid receipts. Extra working hours, as overtime, shall be paid, if any, for any official work including airport pick-up/drop (beyond 12 hrs. duty time on normal working day). Airport pick-up/drop with other than office vehicle(s) (only if office vehicles are not available on working days with pre-approval/request), shall be treated as on-call and shall be paid as per quoted rates.

- g) **Outstation Journey:** Every regular deployed vehicle shall have a base working station (i.e. IITG). AGIHF frequently requires visiting its various offices/sites outside base station. If vehicles travel to other city(s) of Assam and stays night over there or return on second day, then this will be called outstation journey. If any vehicle goes to other city and returns to its base station on same day, then this will not be called outstation journey. In case of outstation journey, night charge and per Km charge (over & above the minimum assured kms), as quoted, shall be paid. No overtime charge shall be paid for outstation journey.
- h) **Overtime:** Beyond 12 hours of normal duty, overtime shall be paid as per quoted overtime rate. Less than 15 min overtime shall not be paid. Example: if overtime is (i) 20 minutes or (ii) 2 Hrs 10 min or (iii) 1 hr 45 min then in first case, half an hour overtime, in second case: 2 hrs. over time and in third case: 2 hours overtime shall be paid.
- i) **Maintenance of Log-Book:** Every vehicle should have one logbook to keep record of every journey and should be countersigned by traveller. Without the signature, particular journey kms shall be invalid and shall not be counted for payment purpose.
- j) **Requirement:** Estimated number of vehicles is as indicated in the BOQ of this RFP document along with required minimum monthly Kms and min. on-call daily kms. However, the actual quantity ordered will depend on the requirement from time to time. AGIHF reserves the right to increase or decrease the required quantity without any change in the hiring charges of the offered quantity and other terms and conditions.
- k) **Reporting place:** Any place within the territorial jurisdiction of AGIHF. The user of the vehicle shall specify actual place of reporting.
- l) **Notice period to call vehicle(s):** For regular requirements, timing shall be more or less fixed. For irregular requirements such as outstation, one day in advance. However, there may be non-planned requirements which are to be fulfilled immediately within 1-2 hours. Telephonic /Verbal intimation shall be considered as notice.
- m) **Calculation of distance:** From garage to garage but chargeable distance in this respect shall not be more than 5 km in each way.
- n) **Accuracy of the meters:** The meter reading should tally the actual distance of run at any instant and authorized officer shall have full power to check up the meter for its correctness and to take action accordingly.
- o) **Statutory requirements:** The onus of remitting timely various taxes to DTO or such other Govt. authorities shall be the sole responsibility of the bidder.
- p) **Preventive maintenance or breakdowns:** The bidder must carry out preventive maintenance as per schedule for preventing breakdowns. However, when the vehicle is sent for the servicing than for that day any other vehicle of same or higher type is to be provided up to the satisfaction of the user.
- q) **Vehicle Condition:** The bidder shall not quote vehicles older than three years or 50000 kms.

r) **Other requirements:**

- i. Intending bidder must have a telephone number (Landline & Mobile) & where the requisition of vehicle can be conveyed round the clock (24 hrs.) for 365 days. The driver of the vehicle must be provided with mobile telephone so that he may be contacted at any point of time.
- ii. Payment of any government Tax /Duty in respect of the hired vehicle will be the liability of the Agency (Travel Agent). The quoted price is considered to be incisive of such duties and taxes.
- iii. Entry tax to other state(s), parking and toll charges, if any, may be claimed by producing the parking/toll slips with monthly bills. The payments to be made by AGIHF to the Service Provider under this Agreement shall be inclusive of all taxes, costs, expenses and charges (exclusive of GST, if applicable) and shall be subject to deduction of tax at source (TDS) as may be applicable under the Income Tax laws. Toll and Parking charges shall be reimbursed upon actual production of receipts / challans.
- iv. Any changes in the vehicle/driver should be informed at least one day before the day of such changes.
- v. Billable KMs run by the vehicle are only those KMs run which are exclusively used by the traveller and this would not include the KM run by the driver for any other purpose.

4. Security Deposit: -

- i. The successful bidder will have to deposit performance security (security deposit) equal to an amount of 5% (five percent) of the value of the annual contract (for monthly vehicles only) in the form of a Bank Guarantee/FDR/NEFT for the validity period of 36 months or by DD.
- ii. The Security Deposit can be forfeited, wholly or partly, by AGIHF in the event of any breach or negligence or non-observance of any condition of the contract or for unsatisfactory performance or for non-execution of the service.
- iii. A letter of intent will be issued to the successful bidder/bidders. Successful bidder shall have to submit the performance security amount within 15 days from the issue of the letter of intent (LoI). In case bidder choose to furnish performance security in form of Bank Guarantee instead of DD in favor of AGIHF, Guwahati, it should be from any scheduled commercial bank in India, as per the format given.
- iv. Execution of service contract, issue of work order and refund of EMD to successful bidder(s) shall be subject to submission of the performance security within given timeline.

5. Acceptance of Bid: -

- i. AGIHF, reserves all rights to reject any or all bidders including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of AGIHF in this regard is final and binding.

ii. Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work will prejudice the bidder's quotation.

6. Price Variation Provision: -

i. No price variation shall be allowed on any account, whatsoever, during the first six months of the contract. However, after initial six months of contract increase or decrease in hire charges due to variation in Fuel Price will be worked out and adjusted only when the variation to base rate is above (+ or -)10%. Such increase or decrease in the hire charges due to these variations shall be worked out in the manner as given below:

Hire Charges Adjustment Amount =	$\frac{\text{KMs run during that month (or day) X (Revised rate per litre - Base rate per litre)}{15 \text{ (considering Average KM per liter)}}$
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ii. Adjustment shall be done for both types of vehicles either on monthly hiring or on call basis only when the fuel price variation is more than 10% of the base price.

Note:

*The Base Rate of Petrol/Diesel is the prevailing rate on the date of opening of bid. The Average KMPL is to be assumed as 15 KMs. If there is decrease in Fuel Price, formula will indicate negative figure which means the charges would be reduced to that extent. **Base rate of fuel shall be indicated in the contract agreement.***

7. Fall Clause: -

i. If the agency/operator reduces its rate of the contracted services following conditions similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly.

ii. AGIHF Reserves the right to have Multiple contractors at L1 Price to ensure uninterrupted supply of hired vehicles and best quality of services. Matched L1 Bidder will get orders to the tune of 30-40% rest orders shall be placed to the original L-1 Bidder.

8. Price Validity: -

Price shall remain firm and valid throughout the normal contract period except in case of upward/downward revision on fuel price. Price escalation (or de-escalation) shall be allowed in the circumstances as detailed under clause 6 above. However, under no circumstances price revision shall be allowed during initial 6 months of the contract. GST shall be paid on actual at applicable rate. All payments shall be subject to statutory deductions including Income Tax (TDS).

9. Bid Validity: -

i. The bid must remain valid for minimum period of 180 days from the last date of submission of bid. The Tender Inviting Entity as non-responsive shall reject a bid valid for a shorter period (less than 180 days).

ii. AGIHF, if required, may request in writing seeking the consent of the bidder for an extension to the period of bid validity. In case of such extension of the bid validity the bidder shall also be requested for the extension of the bid security accordingly.

iii. Non-compliance of agreed terms and conditions after the execution of agreement or after issuance of Purchase Order will lead to invoking of penal provisions and may also lead to blacklisting/debarring of the successful bidder.

iv. Withdrawal of bid during its validity period shall result in forfeiture of EMD.

10. ELIGIBILITY CRITERIA: -

i. The Bidder should be an entity registered under relevant laws in India.

ii. The bidder shall have experience of supplying vehicles on monthly basis to Central/ State Govt. organization/ PSU/Banks/national, multinational companies or reputed organizations for at least two or more vehicles after **2017** for one or more-year duration.

iii. The bidder shall have experience of supplying vehicles on monthly basis to Central/ State Govt. organization/ PSU/Banks/national, multinational companies or reputed organizations, bidder need to produce order copies (**issued after 1.1.2017**) for providing vehicle services for one or more vehicles. At least one contract should have value not less than **Rs. 3,00,000/-**.

iv. Bidder should own or taken on lease at least one commercial light vehicles registration of which should not be older than 1st August 2020. Bidder shall submit copy of the vehicle registration certificate to this effect.

v. Proof of ownership or lease holding (as applicable) should be produced along with the qualifying bid documents. In case of leasehold vehicle, where the ownership is not in the name of the bidder, the owner of the vehicle (lessor) should have authorized the lessee to use the vehicle for commercial hiring purpose. The attested (notary) copy of the lease deed to this effect to be submitted along with the technical bid.

vi. The bidder must have registration for Goods Service Tax (GST). A copy of the GST registration certificate should be enclosed. Exemption to GST certificate submission can be considered as per applicable GST rules.

Note: -

(Bidder shall submit documentary evidence in support of above-mentioned eligibility criteria along with the technical bid.)

11. Payment Terms: -

The payment shall be made to the Service provider on monthly basis after receipt of the bills with documents like log book with sign, RC book copy etc.

In case of any deficiency in performance or complaint on poor services, deduction shall be made proportionately from the monthly charges. The Service provider shall submit the monthly bill within 1st week of the following month.

12. Penalty clauses:

- a. For delay reporting complaint 100 Rs each time.
- b. Unclean or poorly maintained car complaint Rs 200 per incidence.
- c. Poor services complaint Rs 300 per incidence. Demanding money by driver, Demanding money for refueling etc.
- d. For non-reporting / absence on duty Rs 500 per incidence over and above of non-payment for the day.
- e. Vendor should provide vehicle having registration only after 1st Jan 2020. (not older than 3 years). If vendor provides vehicle older than this than Rs 200 per day shall be deducted till the time vendor replace that vehicle.
- f. Frequent change of drivers in monthly vehicles shall attract a penalty of Rs. 250/- per instance. Change is only allowed in case of leaves being taken by original allotted driver(s). No penalty shall be imposed if change is requested by user(s).

13. FINANCIAL BID: -

Financial bid is provided separately in **.XLS Format**.

(**NOTE:** Quantity mentioned in BOQ is for the purpose of Comparison only. Actual quantity for both on call and monthly vehicle may increase or decrease as per requirement of AGIHF authority.)

ANNEXURES

Annexure 1: CHECK LIST

Name of the Bidder:

S No.	Item	Whether included (Yes / No)	Page No.
1	Annexure 1 (Check List)		
2	RFP Processing Fee, proof of payment		
3	Annexure 2 (Details of Item quoted)		
4	Annexure 3 (Details of EMD submitted)		
5	Annexure 4 (Details of Bidder)		
6	Annexure 5 (Declaration Form)		
7	Annexure 6 (Annual Turnover Statement by Chartered Accountant)		
8	Annexure 7 (Performance Statement)		
9	Copies of Purchase Orders in support of the information furnished in Annexure 7		
10	Certificate of Incorporation Registration Certificate /Deed of Partnership.		
11	Copy of the GST registration certificate		
12	Copy of PAN (Income Tax)		
13	Any other document in support of technical bid		
14	RFP document with sign and seal of the bidder		

Important Note: -

- a) Mentioning of Page Nos. in the relevant column as mentioned above is mandatory for ease of scrutiny.
- b) No price information (i.e., Scanned copy of the price format etc.) to be uploaded in Technical Bid.
- c) After preparation of the all the documents as per checklist, the bidders have to put the page nos. on each page and put the signature of the authorized signatory & seal. Then each page has to be scanned and the scanned document to be uploaded in the e-tender portal before the scheduled date & time.
- d) The BOQ file (in Excel) and other price format (in PDF) are to be uploaded in the price bid.
- e) All the documents to be furnished in the checklist have to be page numbered. All the formats are to be filled up mandatorily.

Annexure 2: Details of the Item Quoted for Monthly Rental Vehicle

Sl. No.	Name of the Model	Make/year	Year of RTO Passing	Kms completed
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

Signature of the Bidder

Date:

Place:

Official Seal:

Annexure 3: Details of EMD Submitted

(To be submitted in *Part I - Technical Bid*)

DETAILS OF EMD SUBMITTED

EMD details	Instrument No., Date & Name of	EMD Amount (Rs.)
		(Rupees..... Only)

Place:

Date:

Signature of the Bidder:

Annexure 4: Details of the Bidder

(To be submitted in **Part – I Technical Bid**)

DETAILS OF THE BIDDER

GENERAL INFORMATION ABOUT THE BIDDER					
1	Name of the Bidder				
	Registered address of the firm				
	State		District		
	Telephone No.		Fax		
	Email		Website		
Contact Person Details					
2	Name		Designation		
	Telephone No.		Mobile No.		
Communication Address & Office address					
3	Address				
	State		District		
	Telephone No.		Fax		
	Email		Website		
Type of the Firm (Please Select)					
4	Private Ltd.		Public Ltd.		Proprietorship
	Partnership		Society		Others, specify
	Registration No. & Date of Registration.				
Nature of Business (Please Select)					
5	Travel Agency		Fleet Owner		
Key personnel Details (Chairman, CEO, Directors, Managing Partners, etc.)					
6	in case of Directors, DIN Nos. are required				
	Name		Designation		
	Name		Designation		
7	Whether the Owner/Proprietor/Chairman/CEO/Director/Managing Partner has been convicted of an offence by any competent court of law within the last 3 years from the date of floating of the RFP.				Yes / No
8	Registration Details: a) GST Registration b) Pl. mention whether registered in Assam: c) Furnish the copy of the GST registration certificate				
9	Bank Details of the Bidder: The bidders have to furnish the Bank Details as mentioned below for return of EMD /Payment for supply if any (if selected)				

	<p>a) Name of the Bank: b) Full address of the Branch concerned: c) Account no. of the bidder: d) Name (as mentioned in the bank account): e) IFS Code of the Bank:</p>
	<p style="text-align: right;">Signature of the bidder / Authorised signatory</p> <p>Place: Date: Office Seal:</p>

Annexure 5: Declaration Form

(To be submitted in Part-I Technical Bid)

DECLARATION FORM

Self-Declaration on Letter Head with Sign and Seal)

I / Wehaving My / our office atdo declare that I / We have carefully read all the terms and conditions of bid document issued by AGIHF for hiring of vehicles (Name of the service as per Format T2) at the quoted rate and that rate will remain valid for the entire period of the rate contract of 06 months form the date of signing of the contract. I will abide with all the terms & conditions set forth in the Bid document Reference No. along with the subsequent amendment, if any.

we confirm our eligibility for this RFP and all items quoted as per the RFP condition, specification and Governing laws of India, in case of typographical error found in submitted documents / affidavits/declarations, in this case we accept all the Terms and conditions of bid documents.

In case, I/We are de-recognized / black listed/banned/ by any State Govt. / Union Territory / Govt. of India / Govt. Organization / Govt. Health Institutions/ State Medical Corporations and or convicted by any court of law on or after the date of submission of bid, I/We undertake to inform the same to < Procurement Entity>. I/we also under take that, I/we are not involved in any unfair/fraudulent practice.

we or our concern/company/firm does not stand blacklisted/banned/debarred on any ground and has not been found guilty, in last three years by Bid Inviting Authority or any Govt. or or by any other government department on the date of bid submission. We further confirm that director or partner of our firm are not convicted by court of law during last three year.

I/We agree that the Tender Inviting Entity can forfeit the Earnest Money Deposit and or Performance Security Deposit and blacklist me/us for a period of 3 years if, any information furnished by us proved to be false at the time of inspection / verification and not complying with the Bid terms & conditions.

I / Wedo hereby declare that I / we fulfill the eligibility criteria set out in the bid document and will supply the equipment offered by me/us as per the terms, conditions and specifications of the bid document, if selected. I / we further declare that I / we have adequate Service Centre network across India to carry out the maintenance of the equipment offered.

Signature of the bidder :

Seal

Date:

Name & Address of the Firm:

Annexure 6: Annual Turnover Statement

(To be submitted in Part – I Technical Bid)

ANNUAL TURNOVER STATEMENT

The Annual Turnover for the last three financial years of M/S having its registered office at and who is in the business of vehicle lease and rental and of annual turnover details are given below and certified that the statement is true and correct.

Sl. No.	Financial Year	Annual Turnover (In Rupees)
1.	2019-20	
2.	2020-21	
3.	2021-22	
	Average	

(Name in Capital)

Membership No.

UDIN.....

Signature of Auditor/ Chartered

AccountantDate:

Place:

Seal

N.B.

*Tender Inviting Entity reserves the right to call copies of **audited Annual Statements of Accounts** the last three years/ Annual Reports and the turnover figure should be highlighted there.*

Annexure 7: Performance Statement

PERFORMANCE STATEMENT
(To be submitted in **Part – I Technical Bid**)

(For the period of last five years)

(Pl. Furnish order copies of the clients serially, the names of which are mentioned below):

Name of Bidder:

Sl. No.	Order placed by (Address of Client/Purchaser) (attach documentary proof) *	Order no. & Date	Vehicle hire details	Make & Model	Qty.	Value of Contract (Rs.)	Date of Completion	Have the contract been completed satisfactorily (attach documentary proof) **
1.								
2.								
3.								
4.								
			Total Qty.					

(Attach separate sheets if the space provided is not sufficient)

Signature and seal of the Bidder

* The documentary proof will be copies of the Purchase Order (during the last 5 years) indicating P.O. No. and date.

** The documentary proof will be certificate from the consignee/end user indicating P.O. No. and date.

Any other document bidder wants to submit in support of his/her bid.

XXXX

DRAFT AGREEMENT FORMAT

This Agreement made on this the ____ day of _____ 2023 at Guwahati.

BY & BETWEEN

M/S _____, a proprietorship concern represented by its sole Proprietor /Director _____, having its office at _____ with **PAN No.** _____ and **GSTIN No.** _____, (hereinafter referred to as "**the Service Provider**") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his successors, associates, heirs, legal representatives and permitted assigns of the **ONE PART**;

AND

Assam Government -IITG Healthcare Foundation, a not for profit company registered under the Section 8 of the Companies Act, 2013; under the initiative of Government of Assam and IIT Guwahati, represented by its Director, having registered office at: Centre for Nanotechnology, IIT Guwahati, Guwahati – 781039, Assam (hereinafter referred to as "**AGIHF**") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include successors in title, partner/s, associates, heirs, legal representatives and permitted assigns of the **OTHER PART**;

(Wherever the context so requires, "**AGIHF**" and the **Service Provider** are collectively referred to as the "Parties" and individually referred to as the "Party".)

- (i) **WHEREAS** the Service Provider is engaged in the business of providing transport facilities;
- (ii) **AND WHEREAS** "**AGIHF**" is incorporated as a not for profit company in pursuance to a Memorandum of Understanding executed between Government of Assam and IIT Guwahati to promote, pursue, undertake, support, aid, advance, encourage, assist or otherwise further, medical relief to people of Assam and is involved in innovation of health sciences and technology (along with a 500-bed super-speciality hospital) and AGIHF wish to engage the Service Provider for providing the services set out in Clause 1 hereof (hereinafter referred to as "**Services**");
- (iii) **AND WHEREAS** the Service Provider has approached **AGIHF** and represented that it has the necessary expertise and infrastructure to provide the Services;
- (iv) **AND WHEREAS** based on the above representations, **AGIHF** wishes to enter into an arrangement with the Service Provider on the terms and conditions hereinafter mentioned.

NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. SCOPE OF WORK

1.1. The Service Provider shall provide such number of cars of model / make of cars as may be required by **AGIHF** from time to time, of the following specifications and facilities:

- (i) All the vehicles shall be fitted with proper working Air Conditioner (A/C) system and audio/music system. All the vehicle provided under this vehicle shall not be older than 3 years or more than 50000 kms;
- (ii) All the vehicles shall be manned with Drivers having experience of more than three years in driving such vehicles;
- (iii) The Drivers as aforesaid shall be provided with uniforms by the Service Provider at its own costs and expenses and also be equipped with an active cellular mobile phone so as to enable **AGIHF** to contact the Driver;

(the aforesaid vehicles and the facilities listed above are hereinafter collectively referred to as "**Vehicle Facility**");

1.2. The Vehicle Facility shall be made available to **AGIHF** for 24 hours a day, round the clock, on all days including holidays, during the tenure of this Agreement for transportation/travelling of **AGIHF**'s employees and authorised representatives on the specific requests of appropriate authorities of **AGIHF**, from time to time.

1.3. The Service Provider shall be solely liable for any accidents and/or injuries or death caused by and / or due to rash and negligent driving of the drivers and shall keep **AGIHF** indemnified in this regard.

1.4. The Service Provider shall maintain a log book (Car/Vehicle log book) in each vehicle in the format and manner prescribed by **AGIHF** from time to time, so as to enable either party to monitor the usage of the vehicles.

1.5. The Service Provider shall, at all times, comply with all the provisions, rules and regulations prevailing under the Motor Vehicles Act. and any other statutes and legislations that may be applicable for providing the services from time to time.

1.6. The vehicles provided under this Agreement shall, at all times, be comprehensively insured with a reputed insurance company, by the Service Provider, at its own costs.

1.7. The Service Provider shall, at its own costs, keep the vehicles in good operating condition, to be checked periodically for pollution compliance.

- 1.8. The Service Provider will always deploy vehicles for performance of the Services, which are of **less than Three (03) years vintage**.
- 1.9. The Service Provider shall deploy the vehicles for performance of the Services immediately upon receipt of such instructions.
- 1.10. The vehicles deployed for performance of the Services shall have fitness/roadworthiness certificate from the competent authority and the same shall be made available on demand.
- 1.11. Only vehicles permitted under the prevailing contract carriage statutory legislations and/or prevailing state legislations shall be deployed by the Service Provider for performance of the Services. However, **AGIHF** shall not at all be liable for any untoward incidents or any other consequences arising out of the breach of any prevailing statutory and/or state legislations, during the course of availing the services and the Service Provider shall be solely responsible for the same. Any deviation shall lead to immediate termination of the contact.
- 1.12. The Service Provider shall brief the drivers that while driving the vehicle no calls shall be picked up / received on the mobile. Should they need to inform their office of the pickup or drop being done, it should be before they start the car. Any deviation will lead to immediate termination of the contact.
- 1.13. The rear seats should have seatbelts that can be used by the passengers and not hidden under the seat or the seat cover. Any deviation will lead to immediate termination of the Agreement.
- 1.14. The Service Provider shall ensure that all cars are sent on time for the duty.
- 1.15. The drivers shall not pick up any unauthorized passengers before, during or after plying on the given route, on the instructions of the authorities of **AGIHF**.
- 1.16. The Service Provider shall ensure that all the vehicles deployed to perform the Services, are equipped with the basic minimum safety requirements namely; First Aid kit, Torch, persons to be contacted in case of emergency, basic tool kit, spare wheel, new Fire Extinguisher, etc.
- 1.17. The Service Provider shall send to **AGIHF**, cars that are maintained in the highest standard of hygiene, neat, clean and presentable state at all times. The drivers should always be in uniform and properly dressed and with courteous manners.

2. CONSIDERATION

- 2.1. In consideration of the Services provided by the Service Provider and on meeting Service Levels, **AGIHF** will pay Service Charges to the Service Provider as more particularly mentioned in **Annexure-I** under the heading **“Service Levels and Service Charges”**.
- 2.2. The payments to be made by **AGIHF** to the Service Provider under this Agreement shall be inclusive of all taxes, costs, expenses and charges (exclusive of GST, if applicable) and shall be subject to

deduction of tax at source (TDS) as may be applicable under the Income Tax laws. Toll and Parking charges shall be reimbursed upon actual production of receipts / challans.

3. INVOICES

3.1. The Service Provider shall submit its invoice to **AGIHF** in the beginning of every month for the Services provided in the previous month along with the daily, weekly and monthly reports, which will form the basis of the Services provided by the Service Provider along with the copies of log book. The Service Provider shall submit Invoices and **AGIHF** shall make payments in the following manner:

Invoices for Services rendered during	Invoices to be submitted by	Payment of the undisputed invoices by AGIHF by
1st to 31st of a month	by 5th day of following month	the payment shall be made on or before 30 days from the date of receipt of the invoice from the Service Provider

3.2 **AGIHF** shall be entitled to verify the reports and the invoice submitted by the Service Provider and may enquire and have its queries clarified from the Service Provider. In case the Service Provider fails to clarify the queries made by **AGIHF** in respect of an invoice, then **AGIHF** may at its sole discretion withhold the payment of the entire compensation/invoice amount pertaining to the invoice under query or part thereof till its queries are satisfied.

4. Contract Period

4.1. This Agreement shall be effective from _____ unless terminated in the manner hereinafter provided. Agreement shall be valid for **3 years** from the date of signing of the agreement.

4.2. This Agreement may be renewed for such period on such terms and conditions as mutually agreed upon by the Parties hereto.

5. PRICE VARIATION PROVISION: -

i. No price variation shall be allowed on any account, whatsoever, during the first six months of the contract. However, after initial six months of contract increase or decrease in hire charges due to variation in Fuel Price will be worked out and adjusted only when the variation to base rate is above (+ or -)10%. Such increase or decrease in the hire charges due to these variations shall be worked out in the manner as given below:

Hire Charges Adjustment Amount =	KMs run during that month (or day) X (Revised rate per litre – Base rate)
	15 (considering Average KM per liter)

ii. Adjustment shall be done for both types of vehicles either on monthly hiring or on call basis only when the fuel price variation is more than 10% of the base price.

Note:

*The Base Rate of Petrol/Diesel is the prevailing rate on the date of opening of bid. The Average KMPL is to be assumed as 15 KMs. If there is decrease in Fuel Price, formula will indicate negative figure which means the charges would be reduced to that extent). **Base rate of fuel shall be indicated in the contract agreement.***

6. TERMINATION

6.1. **AGIHF** only shall at its sole discretion be entitled to terminate this Agreement at any time by giving 30 days prior notice in writing to the Service Provider without assigning any reason whatsoever.

6.2. Notwithstanding anything contrary contained herein, **AGIHF** shall be entitled to terminate this Agreement forthwith in the following cases:

- a. in case, the Service Provider commits breach of any of the terms and conditions of this Agreement; or
- b. if the Service Provider and/or any of its directors/partners, employees, agents or associates is found to be involved in any immoral or criminal activity including fraud, misrepresentation and/or breach of trust.

7. ASSIGNMENT

The rights and obligations of the Service Provider assigned hereunder are specific to the Service Provider and the Service Provider shall not, without **AGIHF's** prior written consent, assign, charge or otherwise transfer or delegate or share any provision of this Agreement.

8. RIGHTS OF AGIHF

8.1. **AGIHF** shall be entitled to inspect any of the document/s, record/s of the vehicles of the Service Provider with regard to the Service;

8.2. **AGIHF** shall be entitled to adjust the payments to be made to the Service Provider under this Agreement against any outstanding amount due to **AGIHF** including the amount outstanding due to misappropriation, fraud and/or negligence on the part of the Service Provider.

8.3. In the event of breach of terms and conditions of any of the terms and conditions of this Agreement by the Service Provider, **AGIHF** shall be entitled to retain the remuneration payable to the Service Provider under this Agreement and recover liquidated damages from the Service Provider for such default and or breach.

8.4. **AGIHF** shall be entitled to impose penalty by way of deduction in monthly payment of service charges at **Rs. 500/-** per vehicle per incidence for each of the following:

- (i) any non-compliance of technical specifications as prescribed by **AGIHF** from time to time; and/or
- (ii) in the event of failure to provide the Vehicle Facility for a day or any part thereof for any reason whatsoever, **AGIHF** shall be entitled to deduct the proportionate service charges payable under this Agreement for failure to provide the Services; and/or
- (iii) any deviation from the agreed terms and conditions of the Services.
- (iv) In addition to the above, in case any breach of terms and conditions of this Agreement including non-adherence to the quality/standard and safety standards of service expected by **AGIHF** resulting in or forcing **AGIHF** to avail services from alternative source, then the cost of such alternative arrangement shall be borne by the Service Provider;

9. NO THIRD-PARTY OBLIGATION

- 9.1. It is hereby expressly agreed and clarified that the relationship between **AGIHF** and the Service Provider is of principal to principal and neither Party is, nor shall be deemed to be, an agent / partner of the other. Nothing in this Agreement shall be construed to render the Service Provider a partner or agent of **AGIHF**.
- 9.2. Nothing in this Agreement is intended or shall be construed to authorize either Party to create or assume any liability or indebtedness of any kind in the name of, or on behalf of the other Party or to act for or be responsible for the performance of the other Party in any manner, except and to the extent expressly provided in this Agreement.
- 9.3. Notwithstanding anything contrary contained herein, the Service Provider shall not, without **AGIHF's** prior specific approval/consent in writing, assume or create any obligations on **AGIHF's** behalf or incur any liability on behalf of **AGIHF** or in any way pledge or purport to pledge **AGIHF's** credit or accept any contract binding upon **AGIHF**.

10. NOTICE

- 10.1. All notices, requests and other communications which shall be or may be given pursuant to this Agreement shall be sent by registered mail and/or personal delivery and/or courier and/or electronically and shall be addressed to the Parties hereto at their respective offices set forth in the premises of this Agreement.
- 10.2. Such notices, requests and other communications shall be deemed to be received and made effective when duly arrived at the other Party's address.
- 10.3. Any alteration or change in the addresses of each of the Parties hereto shall be notified in writing to the other Party hereto without undue delay.

11. REPRESENTATIONS AND WARRANTIES

11.1. The Service Provider hereby represents and warrants to AGIHF that:

- a. it has all the requisite consents, licenses and permissions to (i) enter into this Agreement (ii) carry out the obligations set out in this Agreement and it shall keep all such consents, licenses and permissions renewed and valid at all times during the continuance of the Agreement.
- b. the Services rendered hereunder shall not violate any law, rules, regulations or any order of government or any authority nor shall be inconsistent with any instrument and or document executed by the Service Provider or in which the Service Provider is a Party whether directly or indirectly;
- c. it has necessary infrastructure equipped with amenities and facilities (including well trained staff/employees) as may be required for carrying out its obligation under this Agreement; and
- d. it will comply with all statutory requirements as may be required under laws, rules and regulations (including any order/notification of any authority/court/tribunal etc.) in respect of its employees/staff.

12. INDEMNIFICATION

11.1 The Service Provider agrees to defend, indemnify and keep **AGIHF** indemnified and harmless at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the Service Provider and/or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the Service Provider in the course of discharge of its obligations under this Agreement. (It is clarified that the term “**third party**” also includes the Driver, any employee/staff or ex-employee/staff of the Service Provider).

11.2 The Service Provider shall indemnify and hold **AGIHF**, its subsidiaries, holding companies, affiliates, and its officers, directors, agents, employees, successors and assigns of each of them, harmless from any and all claims, counterclaims, losses, suits, demands, damages, liabilities, liens and expenses (including reasonable attorneys’ fees and costs) arising or resulting from acts, omissions, negligence or fault of the Service Provider or its officers, agents and employees or anyone acting under its direction or control or on its behalf or performing under contract with the Service Provider in performing its obligations hereunder. The foregoing indemnity by the Service Provider shall apply to all claims against **AGIHF**, including, but not limited to, the following:

- a. Any act, omission or statement by the Service Provider or any person employed by or under contract with the Service Provider that results in physical or mental injury (including death), loss or damage to any person or property;

- b. Any failure by the Service Provider or any person employed by or under contract with the Service Provider to comply with applicable government requirements and requirements of law, that results in the imposition of fines or other penalties;
- c. Assertions under the Workmen Compensation Act, 1923, the Minimum Wages Act, 1948, the Contract Labour (Regulation and Abolition Act), 1970, Motor Vehicles Act, 1988 (notwithstanding the ownership of the vehicles deployed or status of the personnel assigned for the performance of the Services), The Air (Prevention and Control of Pollution) Act, 1981 or similar legislations and any rules framed hereunder and statutory enactment, re-enactment or modification thereof for the time being in force applicable to persons employed by or performing work on behalf of or under contract with the Service Provider;
- d. Any act of infringement of any patent, trademark, or copyright or any unauthorized use of any trade secret or other proprietary interest by the Service Provider or anyone acting under its direction or control or on its behalf or performing work under contract with the Service Provider;
- e. Any failure by the Service Provider or performing work under contract with the Service Provider to satisfy all claims for labour, equipment, materials and other obligations relating to the performance of the Services;
- f. Any material breach by the Service Provider hereunder or any provision, covenant, warranty or obligation contained herein;
- g. Claims for personal injuries (including death) by any person made or threatened by, in the name or on behalf of **AGIHF**'s employees;
- h. Loss of and/or damage to any and all third-party property;
- i. Claims arising out of violations or alleged violations of applicable laws, rules and regulations by the Service Provider or anyone acting under its direction or control or on its behalf or performing under contract with the Service Provider;
- j. Losses incurred due to breach of any representation or warranty by the Service Provider, its agents, sub-contractors and anyone directly or indirectly employed by any of them in connection with this Agreement; and
- k. Any loss incurred owing to any acts of fraud committed by the Service Provider, its agents, sub-contractors and anyone directly or indirectly employed by any of them in connection with this Agreement.

11.3 The Service Provider shall defend or settle, at its own expense, all claims, actions, suits and counterclaims against **AGIHF** resulting from any acts, omissions, negligence or fault attributable to the Service Provider, provided however that, the Service Provider shall not offer any defense,

enter into any settlement or otherwise engage in any action that affects **AGIHF**'s material rights or any other rights without the prior written consent of **AGIHF**.

11.4 **AGIHF** may, at its sole discretion, participate in such defense to the extent it deems necessary to protect its own interest and the Service Provider shall cooperate with **AGIHF** in any such defense. The Service Provider shall reimburse **AGIHF** for attorney's fees, interest, costs of suit and all other expenses incurred by **AGIHF** in connection therewith.

11.5 This indemnification obligation shall survive the termination or expiration hereof.

11.6 Unless otherwise expressly agreed to by the Parties hereto, neither Party shall be liable to the other Party for any indirect, incidental or consequential loss, loss of profit, damage, arising out of the performance of its obligations under this Agreement.

13. **LIMITATION OF LIABILITY**

Without prejudice to the provisions of indemnification contained herein, neither Party will be liable to the other for any lost revenue, lost profits or other incidental or consequential damages based on any breach or default under this Agreement.

14. **MISCELLANEOUS**

13.1 No amendment or change hereof or addition hereto shall be effective or binding upon any of the Parties hereto unless the same is reduced in writing with specific reference to this Agreement and executed by the duly authorized representatives of both the Parties hereto.

13.2 In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

13.3 In the event of expiration or any termination of this Agreement in whole or in part, the provisions contained with regard to "**Representation & Warranties**" "**Indemnification**" and "**Limitation of Liability**", shall survive and continue in effect and shall insure to the benefit of and be binding upon both the Parties and their legal representatives, heirs, successors and assigns.

15. **FORCE MAJEURE**

The terms and conditions mentioned in this agreement should be followed religiously by the Service Provider. In case of *bandh*, strikes, riots, natural calamities, Act of God or any other unforeseen circumstances, deviations shall be allowed subject to information provided and approval by **AGIHF**.

16. **ARBITRATION**

15.1 In the event any disputes, differences or controversies should arise between the Parties hereto, out of or in connection with the provisions of this Agreement, or any action taken hereunder, the Parties hereto shall thoroughly explore all possibilities for an amicable settlement. In case amicable settlement cannot be reached, such disputes, differences or controversies shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 including any amendment or re-enactment thereof.

15.2 The proceedings of such arbitration shall be conducted in English language and the venue of such arbitration shall be at Guwahati.

17. JURISDICTION

This Agreement shall be governed in accordance with the laws of India. This Agreement is subject of the exclusive jurisdiction of the courts at Guwahati.

IN WITNESS WHEREOF the Parties hereto have hereunto caused this Agreement to be executed by their duly authorised representatives on the day and year first hereinabove mentioned.

SIGNED AND DELIVERED

For and on behalf of

SIGNED, SEALED AND DELIVERED

For and on behalf of

Assam Government -IITG Healthcare Foundation

(.....)

Authorised Signatory

In the presence of witness:

1.
Name:
Address:

In the presence of witness:

1.
Name:
Address:

Annexure I

Service Levels and Service Charges

Part-I- Service levels

1. The Service Provider shall, at all times, comply with all the provisions, rules and regulations under the Motor Vehicles Act.
2. The vehicles provided under this Agreement shall, at all times, be comprehensively insured with a reputed insurance company, by the Service Provider, at its own costs.
3. Only vehicles permitted under the prevailing contract carriage statutory legislations and/or prevailing state legislations shall be deployed by the Service Provider for performance of the Services. However, **AGIHF** shall not at all be liable for any untoward incidents or any other consequences arising out of the breach of any prevailing statutory and/or state legislations, during the course of availing the services and the Service Provider shall be solely responsible for the same.
4. All cars from the service provider should have seat belts at the front and rear seats. Any deviation will lead to immediate termination of the contact.
5. All cars from the service provider will have the highest standard of cleanliness and hygiene.
6. Following documents should always be available in the Vehicle - vehicle ownership documents - RC Book, Insurance papers, Valid Pollution Test Certificates.
7. The Service Provider shall ensure that all the vehicles deployed to perform the Services, are equipped with the basic minimum requirements namely; First Aid kit, Torch, persons to be contacted in case of emergency, basic tool kit, spare wheel, 500 gms Halatron Fire Extinguisher or equivalent, etc.
8. The driver should always carry his Original driving License
9. The Service Provider shall brief the drivers that while driving
 - No calls to be picked up on the mobile
 - No Smoking & chewing tobacco and its products
 - The driver should not be under the influence of alcohol and should be physically fit to drive the car.
 - Refrain from high-volume music
 - Drive cautiously with full alert, always concentrating on the road.
 - Drive cautiously in adverse road & weather conditions.
 - Check all four wheels before entering into the vehicle to see that all tyres have adequate pressure / no puncture

- The drivers shall not pick up any unauthorized passengers before or during the given route except as required by the appropriate authorities of AGIHF
 - The driver should inform AGIHF's authorities in office, of the pickup before starting on the journey and only after the drop is complete.
 - The driver's mobile should be operational; however, no calls should be received while driving.
10. Will maintain log sheet for pick up and drop and also take the KM reading and signature of the agent/representative/employee availing the service, before start of the journey and after the service is provided.
 11. The Service Provider will always deploy vehicles for performance of the Services, which are less than three (03) years old, shall maintain the vehicle at its own costs, and keep the vehicles in good operating condition.
 12. The service provider will maintain a complaint /feedback system. A monthly update to the company on the same.
 13. In case of breakdown of vehicle, the driver should immediately arrange for alternate car, based on the location and urgency of the drop / pickup within maximum time period of 30 minutes.
 14. The vehicle number, driver cell number and name should be provided at least 30 minutes prior to the reporting of the vehicle at the destination from where the journey is to start and the car should report on time.
 15. If and when asked for, the service provider should nominate drivers for relevant driver training program conducted by AGIHF.

Part-II- Service Charges

Usage charges per vehicle:

1	Monthly rate of vehicles	Location Name					
Sr. No.	Type of Vehicle	No. of Vehicles required per month	Fixed Monthly Rate (without any Km but with 12 hours per day)	Charges per Km in Rs excluding fixed cost	Charges for extra hours (over and above 12 hours per day) in Rs per Hour	Night Halt Charges in Rs per night for outstation for monthly vehicle Night stay will be provided only on actual or above 600 km per day	Total monthly Charges for one vehicle: <i>Formula Explanation:-</i> D(Monthly rate)+ (approx Kms 3000) * E(Charges for extra Kms)+ (60 hrs per month)*F(Charges for extra hours)+(5 nights in a month) * G(Night halt charges)
A	B	C	D	E	F	G	H
1	Swift dzire/other sedan vehicle	1					0
2	Mahindra Bolero/other similar vehicle	1					0
3	Innova Crysta/ other similar vehicle	1					0
1A	On call rate of vehicles	Location Name					
	Type of Vehicle	No. of Vehicles required per month	Fixed Daily Rate (without any Km but with 12 hours per day)	Charges for extra Kms in Rs per Km	Charges for extra hours (over and above 12 hours per day) in Rs per Hour	Night Halt Charges in Rs per night for outstation for monthly vehicle Night stay will be provided only on actual or above 600 km per day	Total Charges for one vehicle: <i>Formula Explanation: -</i> D (daily rate) + E (Charges for extra Kms) * (approx. Kms) + F(Charges for extra hours) + G(Night halt charges) * (approx. no. of hiring days in a month 10)

A	B	C	D	E	F	G	H
1	Toyota Innova Crysta/ other similar vehicle	1					0
2	Swift dzire/other sedan vehicle	1					0
3	Mahindra Bolero/ other similar vehicle	1					0
1B	Airport Pickup/ Drop	No of approx. monthly trip					
1	Airport Drop or Pick up in sedan car	10					0
						Total Comparative cost for L1 Decision	0

The above charges include the RTO clearance & vehicle tax excluding Service Tax as applicable. Border entry tax, toll tax and parking on actual against proof shall be borne by AGIHF. Mileage starts from either office or the destination instructed by Admin Department. **No additional mileage shall be given to the service provider.**

Note: -Price/Rates to be provided in the financial bid only. Providing rate details in the Technical bid will lead to disqualification of the bidder.

Above rates are called for rate contract. Vehicles shall be hired as per the actual requirement.

All above rates are excluding Applicable GST. GST charges shall be paid as per actual.

Vehicle Arrangement: Arrangement of vehicle to be done after confirmation given by Admin department. You will give replacement in case of breakdown of the vehicle.

Penalty clause –

- For delay reporting complaint 100 Rs each time.
- Unclean or poorly maintained car complaint Rs 200 per incidence.
- Poor services complaint Rs 300 per incidence. Demanding money by driver, Demanding money for refuelling etc.
- For non-reporting / absence on duty Rs 500 per incidence over and above of non-payment for the day.
- Vendor should provide vehicle having registration only after 01.08.2020. (not older than 3 years). If vendor provides vehicle older than this than Rs 200 per day shall be deducted till the time vendor replace that vehicle.

Payment Terms: 100% within 30 days' time from the date of submission of monthly bills subject to compliance of terms and submit