



ASSAM CANCER CARE FOUNDATION

3rd Floor, V K Trade Center, Opp. Downtown Hospital, G S Road, Guwahati- 781022 email:
procurement@accf.in

TENDER DOCUMENT

FOR

ENGAGEMENT OF A TRAVEL AGENT ON LONG-TERM BASIS

BY

ACCF, GUWAHATI FOR ITS OFFICES AT GUWAHATI

Tender No.: ACCF/Vehicle/2020-2021/12

Not transferable

(Visit us at www.assamcancercarefoundation.org)

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ASSAM CANCER CARE FOUNDATION
V.K. Trade Centre- 3rd Floor
Opposite Downtown Hospital
G.S. Road, Guwahati-781022, Assam

Section-I

No. : ACCF/vehicle/2020-21/12

Dated : 24.11.2020

1. Notice Inviting E-tender

Tenders are invited by Head Operations, **Assam Cancer Care Foundation, Guwahati** in Two bid system i.e. Qualifying/Technical bid and Financial bid for hiring of registered commercial vehicles on monthly and daily call basis of not older than May 2018 (Date of Purchase of vehicle).

1.1 Schedule of Tender:

S No.	Activity Description	Schedule
1	Tender No	<u>ACCF/vehicle/2020-21/12 Dated 24.11.2018</u>
2	Start date of submission of bid (online or in Hard copy)	25.11.2020. The tender document is available only on the website www.assamcancercarefoundation.org which may be downloaded for viewing and submission purpose.
3	Pre-bid meeting at ACCF Office	1.12.2020 at 14:00 Hrs
3	Due date and time for submission of Bid	15.12.2020 at 15:00 hrs.
4	Time and Date of Bid opening. (technical)	15.12.2020 at 15:30 hrs.
5	Validity of Bid offered	120 days from the date of technical bid opening
6	Amount of EMD to be deposited	Refer the Table given below. The amount of EMD shall depend on the location(s) the bidder is participating.
7	Bid Processing Fee (non-refundable)	Rs 1,000.00 + GST = Rs. 1180/- Demand Draft /NEFT/RTGS
8	Likely date for commencement of contract.	1.1.2021

1.2 Details of Vehicle Requirement and EMD:

Sl No	Location	Description	Type	Monthly Vehicle Required	EMD (in Rs.)
1	Guwahati	Monthly and call basis both	Innova Crysta/Marazzo or equivalent	1	30000/-
			Innova Crysta	1	
			Dezire or equivalent	1	

Note:

- Bidders are mandatorily required to quote for all three types of vehicles and both for Monthly and On-call basis. EMD/Tender Processing Fee should be paid either online (NEFT/RTGS) or in the mode of demand Draft (DD) in the name of ACCF, Guwahati.*
- Vehicle on call shall be strictly on need basis. ACCF doesn't commit for any assured business.*
- No extra amount shall be paid other than the contracted/quoted rate if vehicle goes to difficult districts.*
- Requirement of vehicle(s) may increase or decrease at any time. ACCF doesn't give any guaranteed assurance of business.*

1.3 Other Details:

- The tender documents can be downloaded from the website www.assamcancercarefoundation.org within the dates as specified in the table above.
- The intending and eligible bidders may submit the tenders either in Hard copies (by hand or by courier) or through e-mail to procurement@accf.in in two bids systems {i.e. (A) Technical Bid and (B) Financial Bid} in the prescribed proforma and in PDF/JPG/JPEG file format (for e-mail submission). **In case of e-mail submission, Financial Bids shall be password protected and password will remain with the bidder until asked by ACCF in writing from technically qualified bidders. Financial bids required to be submitted along with Technical Bid. Financial bids cannot be submitted at a later date after opening of Technical bids. In case, e-mail file doesn't get open with the given password, ACCF shall not be responsible and bid shall be rejected summarily and shall amount to withdrawal of the bid.**
- Interested bidders may submit their quotation for all three types of vehicles (in one bid only) through hard copies (sealed Technical and Financial Bid in separate envelopes and these two in a third sealed envelope) or e-mail at procurement@accf.in as per the tender

document in the www.assamcancerfoundation.org. Bidders are requested to follow the instructions carefully as per the tender document and the instructions given in the above said website. All the documents in support of eligibility criteria etc. are also to be submitted or scanned and uploaded along with the Bid Form. Submission of entire Tender Document is not required (but submission of Bid Form is mandatory). Tender can either be submitted in Hard copies or through e-mail and tender sent by any other mode will not be accepted. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances what so ever. Any corrigendum/addendum regarding this tender will be available on the above said website only.

- iv. Where Tender Processing Fee (amounting to Rs. **1180/- including GST**) is paid in form of DD (Demand Draft), it should be issued by any scheduled commercial bank in India and drawn in favor of **Assam Cancer Care Foundation, payable at Guwahati**. Bidder has also the option to pay the processing fee through RTGS/NEFT. The bidder has to submit scanned copy of DD or acknowledgment of payment through RTGS/NEFT along with the bid in case the bid is submitted via e-mail. In case the bidder decides to submit the in hard copies, it has to enclose the original DD or acknowledgement copy of RTGS/NEFT along with the Bid. Similarly, if the bid is submitted vide e-mail, the original DD instrument must be delivered in ACCF office at Guwahati before the due date and time for opening of technical Bid. Non-submission of processing fee on time shall render the bid liable for rejection.
- v. Bidder is free to submit its bid for one or more locations, clearly indicating the name of district/location, in the Technical Bid, for which offer has been made.
- vi. The applicant has to deposit Earnest Money (EMD) as mentioned in the above table for the quoted location/district in the form of a Demand Draft/RTGS/NEFT from any scheduled commercial Bank in India, drawn in favor of **Assam Cancer Care Foundation, payable at Guwahati** and the hardcopy of the EMD instrument to be submitted along with the bid, where it is submitted in hard copy. Where the bid is submitted vide email, scan copy to be submitted along with the bid and the hard copy of the EMD instrument to be submitted before due date of opening of technical bid in the office of ACCF at Guwahati. Bidders are requested to write their name and address at the back of Demand Draft. If bidder chose to quote for more than one location then EMD shall be of cumulative amount. Bidder shall also furnish the location wise details of the EMD amount along with the bid. Bid without EMD shall be liable for rejection.
- vii. The aforesaid DDs towards cost for Tender document and EMD should be submitted to the tender inviting authority i.e., **Assam Cancer Care Foundation, 3rd Floor, V.K. Trade Centre, opposite Downtown Hospital, Guwahati-781022** by post or by hand before due date and time for opening of bids.

- viii. The Technical Bids will be opened on scheduled date and time, **as specified at table above**, by officials of this Office. At the first stage the technical bids shall be evaluated by the Tender Evaluation Committee (TEC) constituted for the purpose by the ACCF office. At the second stage, the Financial Bids of only those bidders who qualify in the technical bid will be opened for which the date and time will be intimated later on. Password of Financial Bid of those submitted vide e-mail shall be asked only from the qualified bidders. The Tender Evaluation Committee (TEC), formed by ACCF, after evaluation of the Financial Bids, will give its specific recommendation(s) regarding the lowest responsive bid to the Purchaser. This Office (ACCF) reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the **Head Operations, Assam Cancer Care Foundation** in this regard shall be final and binding on all.
- viv. The contract will be initially for a period of 18 months. However, the contract may be extended subsequently, on mutual consent, and on same terms and conditions for a period of another three months on review of performance, depending upon the requirements and administrative conveniences of the office.
- vv. The Bidder is expected to examine all instructions, forms, description, terms and conditions in the Bid Documents. Failure to furnish all information and documents required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk and shall result in rejection of the bid.

-Sd-
Head Operations
Assam Cancer Care Foundation

SECTION - II

2. Instructions for Bidders

- 2.1. The bidders must carefully follow following instructions while submitting the bids online(e-mail) or offline (hard copy):
- a) Interested and eligible travel Agents (Bidders) may go through the tenders published on the site (www.assamcancerfoundation.org) and download the relevant tender documents it intends to participate .
 - b) After downloading the complete tender document, the Bidder should go through them carefully and then submit the documents as asked for, otherwise bid will be liable for rejected.
 - c) In case of any clarification or doubt on the bid terms and conditions, the firm may obtain the same writing an email in mail id i.e. procurement@accf.in. The firm should give its address, reference no. of tender and point-wise details of the queries and clarifications sought. Bidder should take into account the corrigendum / addendum published, if any, before submitting the bids online. The same shall be uploaded on www.assamcancerfoundation.org and no separate intimation shall be given. If bidder misses any corrigendum/addendum, it shall only be responsible.
 - d) It is construed that the bidder has read and agreed all the terms and conditions before submitting their offer. Bidder should go through the complete tender document including annexures, appendices or amendments (if any) carefully and upload the documents as called for; otherwise, the bid will berejected.
 - e) Bidder, in advance, should get the bid documents ready to be submitted in the manner as indicated in the tender. If the bidder opts for E-mail submission and there are more than one documents, then they should be clubbed together and provided in the prescribed format (i.e. pdf, JPEG, JPG) format. Each document to be uploaded, via email, should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidder's Bid documents may be scanned with 100 dpi with black

and white option. However, if the file size is less than 1 MB the transaction uploading time will be very fast.

- f) Bidder should go through the Eligibility requirement, at **Section III**, before submitting the tender. Bidder(s) who are not meeting the eligibility criteria shall be declared disqualified.
- g) The hardcopy of the DD or payment acknowledge in case of RTGS/NEFT should match with the scanned copy of the same submitted electronically, in case of email submission of bid. In case of mismatch between scanned copy submitted electronically and the hard copy submitted through courier/by hand shall render the bid defective and liable for rejection summarily.
- h) The bidder has to complete the entire bid document in all respect including annexures and supporting document and put them together after numbering each page serially along with a checklist placed on the top. The bidder has to prepare two separate file i.e. technical and financial proposal/bid. the bidder has to sign Bid Form as a token of acceptance of all terms & conditions of the bid document. Both technical and financial bid shall be submitted separately (a) in case of hard copy submission: in two separate sealed envelope and (b) in case of e-mail submission in two separate files for technical and financial bid. In case of email submission of bid (vide mail id procurement@accf.in), the bidder should ensure that the ***financial bid is password protected***. Non-submission of bid within due date and time shall render the bid liable for rejection summarily and shall amount to withdrawal of the bid and EMD shall be forfeited.
- i) Where the bidder is participating in more than one location/district as given in this tender then the bidder has to submit financial bid separately for each location as the evaluation shall be done location/district wise. If the bid is submitted through Email then the bidder shall prepare financial bid separately for each location it participated and send it along with single Technical Bid (i.e. Single Technical file and multiple password protected district wise Financial Bids) naming the file accordingly for clear identification. If the bid is submitted manually (hardcopy) then Financial Bid for each location shall be sealed separately and put together in a bigger envelop. Each envelop shall be clearly superscripted with “Tender **Reference Number**”, name of districts/location(s) participated, “**Tender for Hiring of Commercial Vehicle**” and “Address of the Bidder”.
- j) Price bid format is provided in a spread sheet file named **Pricesheetvehicle.xls**, the rates offered should be entered in the allotted space only and to be send in PDF format after filling the relevant columns. The Price Bid/ BOQ template must not be modified /replaced by the bidder; else the bid submitted is liable to be rejected for this tender. Bidder can rename the Financial bid file for easy identification by prefixing bidder’s short name.

- k) Filling all the fields in both qualifying and financial bids is mandatory. Incomplete bid may be rejected at the discretion of ACCF.
- l) All the communications from this office to the bidders regarding every stage of tender processing activity will be sent through email. Therefore, the bidders are requested to regularly check their email.
- m) For any query(s) regarding tendering process, the bidders are requested to contact as provided in the tender document. Simultaneously for any further queries, the bidders are asked to contact over **phone: 7002360034 (Sabia Nusrat), 8959540828 (Shailesh Bindal) and send an email to procurement@accf.in**

SECTION-III

3. Eligibility Criteria

- 3.1. The bidder shall have experience of supplying vehicles on monthly basis to Central/ State Govt. organization/ PSU/Banks/national, multinational companies or reputed organization for minimum one year as on 31.03.2020.
- 3.2. Bidder must have experience of supplying commercial vehicles registered as taxi at least for one-year period and should have a single contract value not less than Rs. 30,00,000/- (Rs. Thirty Lakh)., during any one FY out of last three financial years ending 31st March 2020.
- 3.3. Bidder should own or taken on lease (leasehold agreement must be one year old from the date of bid submission to qualify) at least three commercial light vehicles registration of which should not be older than two years (24 months) as on the due date of submission of bid. Bidder shall submit copy of the vehicle registration certificate to this effect.
- 3.4. Vehicles should be registered in the name of the bidder as commercial vehicles. The 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.
- 3.5. The bidder must have registration for Goods Service Tax (GST). A copy of the GST registration certificate should be enclosed.

Note:

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

SECTION-IV

4. Tender General Terms & Conditions

4.1. Preparation & Submission of Technical (Qualifying) Bid

- a) The bid has been invited under two bid system i.e. technical (qualifying) bid and financial (price) bid. The bidder is required to through the tender document carefully, point by point, before preparation and submission of the bid. Any material discrepancy or deficiency in the bid documents submitted by the bidders shall render the bid liable for rejection.
- b) The bidder can either submit the bid document (both qualifying & price) by hand (in the office address of ACCF, in Guwahati) or send via e-mail (in the mail Id: procurement@accf.in) with in due date and time in the manner prescribed herein this document.
- c) Content of the technical (Qualifying) bid: Following documents shall form part of the qualifying bid:
 - (1) Bid Form (As in Annexure I), letter of Authorisation for signing the bid as per Annexure-II and Declarations/Letters as in Annexure-III to V;
 - (2) Self-Attested copy of Registration/incorporation Certificate of the bidding Firm.
 - (3) Self-Attested copy of Experience certificate issued by Central/State Government/Public Sector companies/Banks/Companies (national/multinational) of repute for one year out of any last three financial years ending on 31st March 2020.
 - (4) Self-Attested copy of PAN card and Goods Service Tax (GST) registration certificate of the Bidder.
 - (5) Self-Attested copy of Registration Certificate, Insurance Cover, lease hold documents as per eligibility criteria.
 - (6) Copy of RTGS/NEFT transfer acknowledgement or DD/Bankers Cheque instrument towards EMD amount as stipulated in the tender along with location wise details of EMD amount.
 - (7) Copy of RTGS/NEFT transfer acknowledgement or DD/Bankers Cheque instrument towards bid processing fee.
 - (8) Copy of the Power of Attorney and (or) board resolution as the case may be, authorizing the signatory to rightfully do so.
- d) All the documents mentioned above are for establishing the eligibility and non-submission of these documents may result in rejection of the tender. ACCF reserves the right to call deficient documents (only historical in nature) during bid evaluation process. Original of all such documents shall be liable to be produced for verification, failing which such documents shall be rejected.
- e) All the pages of submitted bid should be serial numbered, signed by the bidder and affix his firm's stamp at each page of the documents being submitted and all its Annexures as the

acceptance of the offer made by the tenderer will be deemed as a contract.

4.2. Financial/Price Bid

- a) The quotation (price offered) should be filled in the financial bid document downloaded from www.assamcancerfoundation.org (Pricesheetvehicle.xls sheet) and the same should be submitted either in hard copies or sent through **password protected** file (pdf/jpeg/jpg format) vide e-mail at procurement@accf.in. Financial bid has been provided in .xls format and bidder is required to fill prices in yellow marked fields only. The excel sheet will automatically calculate the total price quoted for comparison purpose of ACCF.
- b) The Financial Bids of those bidders who are found qualified, will be opened on a specified date and time to be intimated by ACCF to the respective bidder vide e-mail. In case of e-mail submission, Financial bid shall be password protected and password will remain with the bidder until asked by ACCF in writings at any time prior to the due date and time as fixed for opening of financial bid. If bidder fails to provide password(s), ACCF shall not be responsible for it and bid shall be rejected. EMD of such bidders shall be forfeited.

4.3. Earnest Money Deposit (EMD):

- a) Earnest Money Deposit (EMD) can be paid either in form of demand draft or online vide RTGS/NEFT. Demand draft shall be drawn on any scheduled commercial bank in India having branch in Guwahati in Favor of Assam Cancer Care foundation (ACCF), payable at Guwahati. In case of online payment of EMD vide RTGS or NEFT, the account details are given as below:
Name of the Account Holder: Assam Cancer Care Foundation, Guwahati
Name of the Bank and Branch: SBI, Dispur (Guwahati)
Account Number: 37754113832 , Current Account
IFCR Code: SBIN0003030
GST No. of ACCF: 18AAQCA2897N1ZP
- b) The amount of EMD shall depend on the number location(s) the bidder chooses to participate. EMD in any other form will not be accepted.
- c) *The Earnest Money of the unsuccessful bidders will be refunded without interest within reasonable time after final decision on the tender, normally within six months from the date of opening of tenders. In case of successful bidder, it shall either be adjusted against Performance security or be returned after deposit/furnishing of Performance Security.*
- d) Bidders shall not be permitted to withdraw its bid/offer or modify the terms and conditions thereof. In case, the tenderer fails to observe and comply with the stipulations made herein or backs out any time after due date of submission of bid then the EMD amount will be forfeited. If ACCF fails to open the
- e) The Bid without prescribed (as per NIT) EMD amount will be rejected summarily. Where the bidder has participated/bided for more than one location and the EMD amount as deposited is inadequate then the amount as deposited/furnished as EMD shall be allocated to the

locations coming first in the chronological order as per the NIT.

4.4. Bid Validity Period:

The bid shall remain valid for a period of 120 days from date of opening of technical bid. however, if situation so warranted, the same can be extended further with mutual consent.

4.5. Duration of the Contract

The contract will be initially for a period of 18 months. However, the contract may be extended subsequently, on mutual consent, and on same terms and conditions for a period of not more than three months on review of performance, depending upon the requirements and administrative conveniences of the office.

4.6. 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 4.15** below. 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).

4.7. Authorized Signatory

The individual signing the bid document and other documents relating to this tender on behalf of the bidder must rightly establish his/her authority to do so as given below:

- a) In case of a propriety concern it has to be signed by the proprietor himself/herself or by an authorized signatory duly authorized by the proprietor by executing a power of attorney to do so.
- b) In case of partnership form it should either be signed by all the partners or by any one of the partner/managers duly authorized by the partnership deed/vide a duly executed "Power of Attorney" appointing as the signatory for this tender.
- c) In case of a company it should be signed by one of the director or principal officers duly authorizes vide a board resolution or properly executed power of attorney.

4.8. Participation in Bid Opening

The bidder is at liberty either to be present on its own or authorize not more than one representative to be present at the opening of the bid. The representative attending the opening of the bid on behalf of the bidder should bring with him a letter of authorization from the bidder and proof of identification. Also, the bid opening shall be carried out at the office of Assam Cancer Care Foundation at Guwahati.

4.9. Evaluation of Bid

- a) District wise bid evaluation shall be made. Lowest bidder for a quoted district(s) shall be selected for award of contract.
- b) Evaluation shall be done strictly on the basis of the documents submitted and information furnished in both the bid. In the Stage-I of evaluation, the technical (qualifying) i.e. Cover-A shall be opened first and evaluated against eligibility criteria set out in this tender document.
- c) Financial (Price) Bid (i.e. "Cover B") shall be opened for only those bidders those who qualify in the Stage-I, fulfilling all the eligibility criteria.
- d) It must be kept in view that no decision will be given by the Tender Evaluation Committee or any inference drawn during the meeting of this Committee by the tenderers or their representatives will be their own view and the ACCF will not be responsible and abide by the same. The evaluation result shall be published either in the website or communicated to the bidders vide email. The award of contract will be further subject to terms and conditions of tender including.
 - (1) Bid shall be evaluated to determine whether it is complete, meeting eligibility criteria, whether documents have been properly signed and are generally in order.
 - (2) Tender Evaluation Committee (TEC) will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of bid documents without material deviation and meeting eligibility criteria. A bid determined as substantially non-responsive may be rejected.
 - (3) TEC shall evaluate and compare the substantially responsive bids and comparison of bids shall be on the rate quoted (inclusive all levies and taxes) as indicated in the rate schedule of the bid document.
 - (4) Financial Bids shall be evaluated based on the evaluation formula described at **Section-VII**.
 - (5) ACCF reserves the right to call for matching of L1 rates with L2, L3 and L4 for any or all districts and may award the contract if L1 fails to enter the contract or in case of poor performance/termination of contract or non-availability of vehicles.

4.10 Acceptance of the Tender

- a) ACCF, Guwahati 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 ACCF in this regard is final and binding.

- b) 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.
- c) Successful bidder shall be communicated /informed about the acceptance of the tender vide email.

4.11. Security Deposit:

- a) The successful tenderer 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) in the form of a Bank Guarantee for the validity period of 21 months or by DD.
- b) The Security Deposit can be forfeited, wholly or partly, by ACCF 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.
- c) A letter of intent will be issued to the successful bidder/bidders. Successful bidder shall have to submit the performance security amount within 14 (fourteen) 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 ACCF, Guwahati, it should be from any scheduled commercial bank in India, as per the format given in **Annexure-VI**.
- d) 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.

4.12. Penalties:

- a) Vehicles should be made available on call any day in the week at any hour. In case of failure to supply the vehicle, a penalty of Rs. 500/= will be imposed on each occasion, in addition to the pro-rata deduction of rental in the monthly bill.
- b) The vehicle should report at the specified reporting time. In case of delay in reporting, acceptance of the vehicle will be at the discretion of the controlling officer subject to following conditions:
 - i. If vehicle is accepted after delayed reporting, a penalty of Rs.300/- will be imposed for that day.
 - ii. If the vehicle is not accepted, a penalty as per clause (a) above will be imposed.

- iii. In case of breakdown, if the vehicle is not replaced within one & half hour, penalty of Rs.200/- per occasion will be imposed, in addition to the pro-rata deduction of rental in the monthly bill.
- iv. ACCF reserves the right to call the vehicles before stipulated duty hour and beyond duty hour. Vehicles should be made available on call basis beyond the office hours in the week days as well as holidays, failing which the penalty of Rs. 500/- will be imposed on each occasion.

4.13. Subletting of Work:

The firm shall not assign or sublet the work or any part of it to any other person or party without having first obtained permission in writing from ACCF, which the authority will be at liberty to refuse if he thinks fit.

4.14. Terms of Payment:

- a) There is no minimum assured kms both in monthly and on-call basis vehicles. Payment shall be made based on actual no. of kms run in a month (on monthly basis vehicle) or in Call-basis vehicles.
- b) No payment shall be made in advance nor any loan from any bank or financial institution shall be recommended on the basis of the order of award of work.
- c) The Agency shall submit the monthly bill in the first week of following month in respect of previous month (in case of monthly payments) for sanction of the amount of bill and passing the bill for payment.
- d) All payments shall be made by Cheque.
- e) ACCF shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in this tender.
- f) The term “payment” mentioned in this para includes all types of payment due to the Agency arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.
- g) Wherever applicable all payments will be made as per rate schedule of payments stated in **Section-VII** of the submitted Commercial bid of the successful bidder.
- h) Rates quoted should be inclusive all taxes except Goods Service Tax (GST). Goods Service Tax (GST) will be paid extra as per Govt. rates applicable from time to time. Proof of deposit of Goods Service Tax (GST) to appropriate authority should be submitted quarterly to Assam Cancer Care Foundation, Guwahati, Assam, for the vehicles under their respective control. Duty hours will be calculated on the basis of the difference between reporting time and releasing time on each day as noted on the duly slip by the user.
- i) All payments shall be subject to TDS (Tax Deduction at Source) as per the Income Tax or other applicable law in India.

4.15. Price Variation Provision

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 =	$\frac{\text{KMs run during that month (or day) X (Revised rate per litre – Base rate per litre)}}{\text{Average KM per liter of Diesel or Petrol consumption (KMPL)}}$
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Adjustment shall be done for both types of vehicle 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 10 KMs in case of Petrol vehicle & 15 KMs in case of Diesel vehicle. If there is decrease in Fuel Price, formula will indicate negative figure which means the hire charges would be reduced to that extent). Base rate of fuel shall be indicated in the contract agreement.

4.16. Termination of Contract:

ACCF, without prejudice to any other remedy, for breach of contract, may terminate the contract in whole or in parts. If the Agency (Service Provider) fails to arrange the supply of any or all of the vehicles within the period(s) specified in the contract.

- a) If the contractor fails to perform any other obligation (s) under the General & special conditions of the contract **and all clauses of this tender which are integral part of this tender.**
- b) Competent authority may without prejudice, to other rights under law or the contract provided get the hiring of vehicles done at the risk and cost of the contractor, in above circumstances.
- c) **Termination by convenience:** Both parties reserves the right to terminate the contract by giving one month notice without giving any reason thereof.
- d) **Termination for Insolvency:** The competent authority may at any time terminate the Contract by giving written notice to the contractor, without compensation to the contractor. If the contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter the insolvency/bankruptcy.

4.17. Agreement:

The successful bidder will have to enter an agreement initially for a period of 18 months, further extendable for a period of 3 months on the same terms & conditions. Cost of execution of agreement shall be borne by the Agency. The draft format of the agreement is at Annexure-V. Final format of agreement shall be issued by ASSAM CANCER CARE FOUNDATION, Guwahati, at the time of the signing of the agreement with the successful bidder, and that final format shall be binding on the successful bidder. Final work order shall be issued only after execution of the agreement by the successful contractor. Apart from other things, all clauses of this tender document shall form the integral part of the agreement.

4.18. Arbitration:

If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. In the event of any question, dispute or difference arising under the agreement or in connection therewith (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of Assam Cancer Care Foundation, Guwahati-781022. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. The arbitration proceedings shall take place at Assam Cancer Care Foundation, Guwahati and shall be conducted in English. The provisions of Arbitration and Conciliation Act, 1996 and the rules framed thereunder and in force shall be applicable to such proceedings.

4.19. Set Off:

Any sum of money due and payable to the Agency (Service Provider), including security deposit refundable, under this contract may be appropriated by ACCF and set off the same against any claim of the ACCF for payment of a sum of money arising out of this contract or under any other contract made by Agency with ACCF.

4.20. Force Majeure:

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of god (hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the

contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of the Company as to whether the supplies/services have been so resumed or not shall be final and conducive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

4.21. Addresses: - For all purposes of the contract including arbitration thereunder, the address of the Agency (Bidder) mentioned in the tender shall be final unless the Agency notifies a change of address by a separate letter sent by registered post to Assam Cancer Care Foundation, 3rd Floor- V.K. Trade Centre, Opp. Downtown Hospital, Guwahati-781022. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

SECTION-V

5. Tender Specific Terms & Conditions

5.1 Scope & Terms of Service

- a) Provide passenger vehicles (registered as taxi) with driver to be used for local and long-distance travel by the employees, consultants or guests of ACCF at different office locations in Assam 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.
- b) The agreement between the Company (ACCF) and the Agency (Travel Agent) shall be for a Period of 18 months with a provision for extension of another 3 months with mutual consent on similar terms and conditions. However, both the parties have the right to terminate the contract premature unilaterally after service a termination notice with a minimum time period of 30 days. The contract will automatically come to an end after expiry of the contract period including the extended period, if any, and no separate notice will be served by ACCF.
- c) **Normal Duty Hrs.:** Ten hours per day on all days of month except on Sundays and holidays as notified by ACCF. However actual timings of deployment, for 10 hours duty, shall be specified by actual users of vehicles. Duty timings may be different for each deployed vehicle based on end user requirements.
- d) **Airport pick-up or Drop:** During normal duty hours, driver has to pick-up or drop the official of ACCF from/at the Airport of Guwahati. Beyond duty hours or at any odd time 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 except on Sundays/holidays. 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 10 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), shall be treated as on-call and shall be paid as per quoted rates.
- e) **Outstation Journey:** Every regular deployed vehicle shall have a base working station (i.e. city). ACCF frequently requires to visit 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, as quoted, shall be paid. No overtime charge shall be paid for outstation journey.

- f) **Overtime:** Beyond 10 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.
- g) **Maintenance of Log Book:** Every vehicle should have one log book to keep record of every journey and should be countersigned by traveler. Without the signature, particular journey kms shall be invalid and shall not be counted for payment purpose.
- h) **Requirement:** Estimated number of vehicles is as indicated in a table placed at the beginning of this tender document. However, the actual quantity ordered will depend on the requirement from time to time. ACCF 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.
- i) **Reporting place:** Any place within the territorial jurisdiction of Assam Cancer Care Foundation, Guwahati (Assam). The user of the vehicle shall specify actual place of reporting.
- j) **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.
- k) **Calculation of distance:** From garage to garage but chargeable distance in this respect shall not be more than 5 km in each way. However, vehicles deployed for Tea Gardens, garage to garage chargeable distance shall be max. 10 kms, subject to actual running.
- l) **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.

5.2. Special Requirements:

- a) 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. If vehicle travels to neighboring state(s) for ACCF work, entry tax shall be borne by ACCF on production of actual receipt.

- b) 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 inclusive of such duties and taxes.
- c) Entry tax to other state(s), parking and toll charges, if any, may be claimed by producing the parking/toll slips with monthly bills.
- d) Any changes in the vehicle/driver should be informed at least one day before the day of such changes.
- e) Billable KMs run by the vehicle are only those KMs run which are exclusively used by the traveler and this would not include the KM run by the driver for any other purpose.

5.3 Amendment to Tender Document:

- a) At any time, prior to the date of submission of bid, ACCF may, for any reason, whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.
- b) The amendments shall be uploaded on www.assamcancercarefoundation.org. All prospective bidders are requested to regularly visit the above website to see for any amendments. No separate notifications shall be sent individually to prospective bidders. These amendments will be binding on all participating bidders. A prospective bidder, requiring any clarification on the Bid document shall notify the ACCF or hirer in writing at procurement@accf.in. ACCF shall respond in writing to any request for the clarification of bid document which it receives not later than 7 days prior to the date of opening of Tender.

5.4. Other Terms & Conditions

- a) In case the ACCF, Government of Assam or Govt. of India subsequently declares the date fixed the opening of the bid is holiday, the bid shall be opened on next working day.
- b) The bidder will have full liability under sections of Motor vehicles Act 1968 and IPC causing death or permanent disability developed by the vehicle supplied by the Agency. The hiring Company (i.e. ACCF) shall have no responsibility and will not entertain any claim in this regard in any circumstances. The Agency (Travel Agent) shall indemnify the ACCF from such incidences. The engagement and employment of drivers and payment of wages to them as per existing provision of various labor laws and regulations is the sole responsibility of the Agency and shall indemnify the Company. Any breach of such Laws on regulation shall be deemed to be breach of this contract.
- c) The Agency shall supply the vehicles properly cleaned from outside and **properly cleaned**

& totally dust free inside. Seats of the vehicle should have cover of white towels and towels should be washed weekly. Also, driver should be properly dressed **& well behaved**. Taxis to be provided by the Contractor should be in perfectly sound working condition and suitable for use by senior officers of ACCF. Supplied vehicle should be noise-free.

- d) Driver and vehicle should not be changed frequently. If in most unavoidable circumstances the change of driver/vehicle is required, prior intimation should be given to the user concerned.
- e) The Agency (Travel Agent) should send the vehicle for periodical servicing at the cost of the contractor. ACCF will not pay any mileage run for such servicing. The cost of lubricant, repairs, maintenance, Taxes, Insurance etc. will be the contractor liability. 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.
- f) In case of change of vehicle by the Agency (Travel Agent) during the currency of the contract, the proof of ownership in case of own vehicle or in case of leased/ hold vehicles a copy of power of attorney/affidavit should be submitted within 7 (seven) days of such change for such changed vehicles.
- g) Normally the vehicle may be used anywhere in the territorial jurisdiction of the Company (ACCF) but can even be outside the jurisdiction as per the need basis. The vehicle engaged by ACCF is considered to be associated with the office and hence the same should not be used by any other organization or person during contract period. Hence, the vehicle engaged for providing the service to ACCF cannot be used as taxi on part time basis during contract period. If it is found that the vehicle is used as taxi after office hours or on holidays or when the controlling officer is on leave etc., then it may be considered as the sufficient reason to cancel the contract.
- h) Number of working days in a week may be increased by ACCF anytime and the Agency will have no extra claim for this. However, Sunday will be off unless in case of emergency.
- i) **Control of the Vehicles:**
 - i. The vehicles shall be supplied to various base locations of Assam Cancer Care Foundation, Guwahati in the state of Assam, accordingly letter of Intent/work order for provisioning of vehicles shall be issued by Assam Cancer Care Foundation, Guwahati, Assam. And all these vehicles to be provided by the Travel Agent against the requisition by ACCF shall remain under their control.
 - ii. Monitoring of performance of the services to be provided by Agency (Travel

Agent) under this tender shall be responsibility of Assam Cancer Care Foundation, Guwahati, Assam. In case of any deficiency, Assam Cancer Care Foundation, Guwahati, Assam, may act as per terms & conditions of this tender and agreement to be signed, for the vehicles under their control.

- iii. Decision as to whether penalties would be levied or not for violation of terms & condition laid down in this tender shall be taken by Assam Cancer Care Foundation, Guwahati, Assam, for the vehicles under their control.
- iv. In Case ACCF is not satisfied with the quality/condition of the vehicle the contractor shall change the vehicle / make necessary repairs to the satisfaction of ACCF.
- v. ACCF reserves the right to go for a counter offer or negotiation with the L1 bidder in case it finds that the price as quoted are not reasonable.
- vi. ACCF also reserves the right to call for matching the L1 rates from L2, L3, L4 bidders and such matched rates could be used for hiring of vehicles in case L1 contractor fails to supply the vehicles on time.
- vii. If L1 contractor fails to provide vehicles within stipulated time, ACCF reserves the right to hire any vehicle(s) from the open market at the risk and cost of the selected Agency.

SECTION-VI

PROFORMA FOR TECHNICAL BID

GENERAL

- 1) Name of Bidder: _
- 2) Nature of the concern: _____ (i.e. Sole proprietor or partnership firm or a company under Company Act 1956)
- 3) Full Address of Office of the Bidder:

- a. Telephone/Mobile No:
 - b. FAX No (if any):
 - c. E-Mail Address :
- 4) Goods Service Tax (GST) Registration No. : _____ & PAN number (Photo Copies of the GST Regn Certificate & PAN Card).
- 5) The Bidder should have at least one year of experience in providing services of supplying vehicles to Central/State Govt. organization / PSUs/Banks/National /Multinational Companies, etc. (Attach self-attested or original copies of relevant work orders/experience documents)
- 6) Details of EMD and tender processing fee Paid (No..... Name of the issuing branch..... Amount....., etc.)

7). Bidder's bank, its address and Bank account no:

8). Infrastructure capabilities: Particulars of vehicles available with the Bidder. (please attach the attested copies of the proof of the ownership or lease holding/power of attorney (duly notarized) documents of the vehicles and proof of registration of the vehicles as commercial vehicle):

Type of Vehicle(s)

Registration number

I/We hereby declare that the information furnished above is true and correct.

Place :

Signature of Bidder/Authorized Signatory with seal of the
firm

Date :

Name of the Bidder _____

SECTION-VII

FINANCIAL BID

- 1) The Bidder is required to download the financial bid given in Excel format (i.e. **Pricesheetvehicle.xls**) from www.assamcancercarefoundation.org and quote only service charges in figures which are highlighted in yellow color and the same is to be submitted either in hard copies or through e-mail after converting this file into PDF/JPEG/JPG format. Financial bid submitted in a different format shall be rejected summarily (Idea is that no one should be able to modify the Price Bid once submitted).
- 2) **Conditional bid shall not be considered and will be rejected outright.**
- 3) District wise lowest (L-1) bidder shall be selected. District wise L-1 Bidder will be decided based on the sum of quoted monthly and on-call charges for the quoted district.
- 4) Rate for each item needs to be filled in every column of the given table. Leaving blank for any item is **NOT** permitted in the financial bid form. If a bidder, for a particular item, wants to quote Nil, then he/she should fill it with zero (0).

Price Bid Format (representative only).

Tender Invited by: Director, Assam Cancer Care Foundation, Guwahati, Assam	
Title of the Tender: ENGAGEMENT OF A TRAVEL AGENT ON LONG-TERM BASIS	
Contract No: ACCF/vehicle/2020-21/12	
Name of the Bidder/ Bidding Firm / Company:	To be filled either in hard copy keeping same format or in softcopy named Pricesheetvehicle.xls uploaded separately on www.assamcancercarefoundation.org
PRICE SCHEDULE (This Price bid template must not be modified/replaced by the bidder and the same should either be submitted in hard copy or uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name, type of vehicle and	

Values only)

PRICE BID FORMAT FOR Guwahati

District/Location: Guwahati

FOR VEHICLES TO BE HIRED ON MONTHLY BASIS (LOCAL & OUTSTATION DUTY)

Sr. No.	Type of quoted Vehicle (pls mention quoted vehicle)	No. of Vehicles required per month	Monthly Rate (without any min Km per month & 10 hours per day)	Charges for Kms to be run in a month in Rs per Km	Charges for extra hours (over and above 10 hours per day) in Rs per Hour	Night Halt Charges in Rs per night for outstation for monthly vehicle	Total Charges for Comparison purpose
		A	B	C	D	E	F
1	Innova Crysta/Marazzo or equivalent	1					$F = A * \{B + (C * 3000 \text{kms}) + D * 30 + E * 5\}$
	Innova Crysta or equivalent	1					$F = A * \{B + (C * 3000 \text{kms}) + D * 30 + E * 5\}$
2	Dezire or equivalent	1					$F = A * \{B + (C * 3000 \text{kms}) + D * 30 + E * 5\}$
						Total (D1)	

FOR VEHICLES TO BE HIRED ON CALL BASIS (LOCAL & OUTSTATION DUTY)

Sr. No.	Type of quoted Vehicle (pls mention quoted vehicle)	No. of Vehicles required per month	On-call per day Charges within quoted district (No min. assured Kms run but with 10 hrs. duty)	Charges for Kms run per day in Rs per Km	Charges for extra hours (over and above 10 hours per day) in Rs per Hour	Night Halt Charges in Rs per night for outstation for on-call vehicle	Total monthly Charges for Comparison purpose
		A	B	C	D	E	F

1	Innova Crysta/Marazzo or equivalent	1					$F=B*10+(C*800kms)+D*50+E*5$
	Innova Crysta or equivalent	1					$F=B*10+(C*800kms)+D*50+E*5$
2	Dezire or equivalent	1					$F=B*10+(C*800kms)+D*50+E*5$
						Total (D2)	0
				Total monthly Price for comparison purpose (D1+D2)=			

Note:

- 1) If there is any discrepancy between unit price and total price, then unit price (as offered by the bidder) shall prevail and total cost shall be determined based on the price evaluation criteria given at Section-VIII.
- 2) If the distance travelled during the tour includes both tribal and non-tribal areas then the rates will be paid according to quoted rates only. No extra charges shall be paid for travelling to tribal/non-tribal areas.
- 3) There is no minimum assured kms both in monthly and on-call basis vehicles. Payment shall be made based on actual no. of kms run in a month (on monthly basis vehicle) or in Call-basis vehicles.
- 4) The bill should be prepared on the basis of above figures and the amount will be claimed on the basis of kilometers covered and period of duty beyond office hours as per clauses of this tender.
- 5) Number of working days in a week may be increased by the ACCF anytime and the supplier will have no extra claim for this.
- 6) Above rates are inclusive of all taxes/duties (Central, State, and Municipal etc. **except Goods Service Tax (GST)**).

[Signature]

Date :

Place :

Seal of the bidder

SECTION-VIII

EVALUATION FORMULA:

The following evaluation formula shall be used to determine the lowest bid.

For Vehicle on Monthly Basis for locations other than Guwahati (Bolero/Echo or equivalent vehicle):

S N	Particulars (A)	Approx. Quantity (B) (per month)	Total (AxB) (Rs./month)
1	Rate for one vehicle with 10 Hrs. per day, say Rs. "P"	1	1 x P
2	Rate per Km, say Rs. Q per Kms	3000 Kms	3000xQ
3	Extra hours Charges, say Rs. H per hour	30 Hours	30xH
4	Night Halt Charges, say Rs. N per Night	5 Nights	5xN
Total Evaluated Cost (D1) =			1xP + 3000xQ + 30xH+5N

For Vehicle on Call Basis (Bolero/Echo/Dezire or Equivalent) :

S N	Particulars (A)	Approx. Quantity (B)	Total (AxB) (Rs./year)
1	Per day rate for one vehicle with 10Hrs. per day, say Rs. "P"	10 (Avg calls per month)	10xP
2	Extra kms run/day , say Q	800 (80 kms for 10 calls)	800xQ
3	Extra hours Charges, say Rs. H per Hour/day	50 (considering 5 hrs./day for 10 calls)	50xH
4	Night Halt Charges, say Rs. N per Night	5 Nights in a month	5xN
Total Evaluated Cost (D2) =			10xP +800xQ 50xH+5xN

Total Cost of Bid for comparison purpose: D = D1 + D2 = Rs. _____per month

All responsive & technically qualified bids shall be evaluated based on the total cost of bid as per formula described above. Whosoever is lowest (L1), shall be considered for contract/engagement of the vehicles. However, if it is found that two different bidders are lowest in Monthly and On-call vehicles, then ACCF may consider selecting separate vendors for monthly and On-call vehicles respectively. ACCF reserves the right to ask for matching L1 rates from L2, L3 and L4 bidders.

BID FORM

To

Dated: _/08/2020

**The Head Operations,
Assam Cancer Care Foundation, Guwahati-
781022, Assam**

Tender No. : ACCF/vehicle/2020-21/05 Dated ...08.2020

Sir,

1. Having read the terms & conditions of the above-mentioned tender and the services to be provided, we undersigned, offer to provide Passenger Transport Vehicle (Cars & SUVs, Etc.) in conformity with the conditions of tender and specifications for the sum shown in the schedule of prices attached herewith in separate sealed cover and made part of this Bid and for the following city(s)/Location(s):
 - a. Guwahati
2. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc. and agreement will be binding on us.
3. If our Bid is accepted, we will obtain the bank guarantees from a Scheduled Bank for a sum as mentioned in this tender document for due performance of the Contract.
4. We agree to abide by this Bid for a period of 120 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof, in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us are properly sealed and prepared so as to prevent any subsequent alteration and/or replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

8. Assam Cancer Care Foundation, Guwahati reserves the right to cancel the tender without assigning any reason.
9. Assam Cancer Care Foundation, Guwahati reserves the right to reject any or all tenders without assigning any reasons whatsoever.
10. We accept all terms & conditions of the tender document.

Dated this day of..... 2018.

Signature of _____

In capacity of _____

Duly authorized to sign the bid for and on behalf of.....

Signature _____

LETTER OF AUTHORISATION FOR SIGNING THE BID

(To reach on _____ or before date of bid opening)

Format for Power of Attorney for Signing of Application

(On the letter head of the bidder)

Power of Attorney

We, (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms.(name and residential address) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the Tender No: **ACCF/Vehicle/20-21/12** "Hiring of Vehicles" including signing and submission of all documents and providing information to ACCF and its officials or representatives, representing us in all matters, and generally dealing with the ACCF management in all matters in connection with our Bid.

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

Dated this the _____ day of _____ 200_

For _____

(Name, Designation and Address)

Accepted

_____(Signature)

(Name, Title and Address of the Attorney)

Date : _____

Note:

- i. THE MODE OF EXECUTION OF THE POWER OF ATTORNEY SHOULD BE IN ACCORDANCE WITH THE PROCEDURE, IF ANY, AS LAID DOWN BY THE APPLICABLE LAW AND THE CHARTER DOCUMENTS OF THE EXECUTANTS(S) AND WHEN IT IS SO REQUIRED THE SAME SHOULD BE UNDER COMMON SEAL AFFIXED IN ACCORDANCE WITH THE REQUIRED PROCEDURE.
- ii. IN CASE AN AUTHORIZED DIRECTOR OR KEY OFFICIALS OF THE APPLICANT SIGNS THE APPLICATION, A CERTIFIED COPY OF THE APPROPRIATE RESOLUTION/ DOCUMENT CONVEYING SUCH AUTHORITY MAY BE ENCLOSED IN LIEU OF THE POWER OF ATTORNEY.
- iii. IN CASE THE APPLICATION IS EXECUTED OUTSIDE INDIA, THE APPLICANT HAS TO GET NECESSARY AUTHORIZATION FROM THE CONSULATE OF INDIA. THE APPLICANT SHALL BE REQUIRED TO PAY THE NECESSARY REGISTRATION FEES AT THE OFFICE OF INSPECTOR GENERAL OF STAMPS.

Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executant(s).

ANNEXURE-III

DECLARATION

FOR NON-TAMPERING OF DOWNLOADED TENDER DOCUMENT FROM WEBSITE (www.assamcancercarefoundation.org)

"I.....(authorized signatory) hereby declare that the tender document submitted has been downloaded from the website www.assamcancercarefoundation.org and no addition / deletion / correction has been made in the downloaded document. I also declare that I have enclosed a DD/RTGS/NEFT for Rs.....towards the cost of tender document along with the EMD.

Signature of Bidder/Authorized Signatory

Place :

Date:

Name & Seal of the Bidder

DECLARATION

**FOR NO NEAR RELATIVE (S) OF THE CONTRACTOR WORKING IN ASSAM CANCER CARE
FOUNDATION, GUWAHATI, ASSAM**

I.....s/o..... r/o..... hereby certify that none of my relative(s) as defined in the tender no..... dated:..... is/are employed in Assam Cancer Care Foundation, Guwahati as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, Assam Cancer Care Foundation, Guwahati shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Signed _____

Name (in Block Letters) _____

Position _____

Date _____

Seal of the bidder

Relatives for this purpose Includes the followings:

- a) Members of a Hindu undivided family.
- b) They are husband and wife.
- c) The one is related to the other in the manner as father, mother, son(s) and Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law)

DRAFT AGREEMENT

The agreement is made on this _____ day of (month) _____ (year) between Assam Cancer Care Foundation (herein after called the "The Company") acting through its authorized official Head Operations (includes its successor and assignees of Assam cancer Care Foundation)

and

M/s _____ (Herein after called the "Agency" whose term includes its successor and assignees), whose address is _____.

The Agency has been selected through an open tendering to provide Passenger Transport Vehicles (PTV) for official use on daily/monthly hiring basis to the Company as per its requirement, on an agreed terms and conditions as mentioned in the tender document. Now, these present witnesses and it is hereby agreed and declared by and between the parties these present as followings.

The Agency (Travel Agent) shall during the period of contract that is to say from date of execution of agreement to _____ or until this contract is determined by such notice as herein after mentioned will provide PTV not older than 2 years as on _____, on the rate as given in the schedule to this agreement. It is agreed by the Agency that number of vehicles to be hires is likely to change as per the actual requirement and the Company does not assure for any number.

1. The Agency shall comply with all the terms and conditions of the Tender No: ACCF/vehicle/2020-21/03 which are part and parcel of this agreement and forms integral part of this agreement and also the following.
2. Contractor has deposited performance security (security deposit) of value Rs. which is equivalent to 5% (five percent) of the value of the annual contract (for monthly vehicles only) in the form of a Bank Guarantee No.....issued by(name of the bank) for the validity period of 21 months or by DD no..... The Security Deposit will not be adjusted against any payment due to the firm from the Department or the Central Government.
3. The requisition for the vehicle shall be raised to the Agency by Chief Operating Officer (COO) or by an officer duly authorized for the same by the Company. It is anticipated that the contractor will supply vehicle on timely and regular basis honoring the requisition until such time the contract is valid and the parties to this contract are satisfied with the performance of the contract.
4. The Agency will provide vehicles (registered as public transport vehicle) as per the requisition issued by the Company within the specified timeline.
5. The Agency shall submit bills to the Company on monthly basis (by 7th of ensuing month) for release of payment for the entire fleet of vehicle provided by them.

6. The Agency shall ensure that the log book is provided to the driver and maintained regularly. Agency shall be responsible for provisioning and maintenance of logbook where date, time, Kms reading, destination is to be filled and get signed by the users/ Company Officials. The Company reserves the right to prescribe the format for Logbook and the Agency is responsible to maintain the same in the manner prescribed. Bill finalization, processing and payment shall be based as per the Logbook entry.
7. The rate offered and mutually agreed between both parties are given as below. These rates are Vehicles shall be supplied by the contractor with following rates inclusive of all taxes & duties **except Goods Service Tax (GST)** . Whereas the GST shall be paid as per the applicable rate. the Agency agrees to submit the proof of GST deposit on quarterly basis.

FOR GUWAHATI- MONTHLY BASIS						
Sr. No.	Type of quoted Vehicle (<i>pls mention quoted vehicle</i>)	No. of Vehicles required per month	Monthly Rate (without any Km but with 10 hours per day)	Charges for extra Kms in Rs per Km	Charges for extra hours (over and above 10 hours per day) in Rs per Hour	Night Halt Charges in Rs per night for outstation for monthly vehicle
		A	B	C	D	E
1	Bolero/Echo or Equivalent	1				
2	Dezire/Echo or Equivalent	1				
FOR GUWAHATI -ON CALL BASIS						
Sr. No.	Type of quoted Vehicle (<i>pls mention quoted vehicle</i>)	No. of Vehicles required per month	On-call per day Charges within quoted district (with min. assured Kms run and 10 hrs. duty)	Charges for extra Kms (over & above Km per month) in Rs per Km	Charges for extra hours (over and above 10 hours per day) in Rs per Hour	Night Halt Charges in Rs per night for outstation for on-call vehicle
		A	B	C	D	E
1	Bolero/Echo or Equivalent	1				
2	MARUTI Dezire/Echo or Equivalent	1				

8. The estimated requirement as mentioned above are tentative is nature. The requisition shall be on the basis of actual requirement, which may vary from the estimate.
9. 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 per litre) Average KM per liter of Diesel or Petrol consumption(KMPL)
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Adjustment shall be done for both types of vehicle 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 10 KMs in case of in Petrol vehicle & 15 KMs in case of Diesel vehicle. If there is decrease in Fuel Price, formula will indicate negative figure which means the hire charges would be reduced to that extent). Base rate of fuel on the date of bid opening..... Are as follows:

- (i) Diesel : Rs.....per liter
- (ii) Petrol: Rs.....per liter

10. **Period of the Contract:** The contract is for a period of 18 months from this date of signing. However, the contract may be extended subsequently, on mutual consent, and on same terms and conditions for a period of not more than three months on review of performance, depending upon the requirements and administrative conveniences of the office.
11. **Normal Duty Hrs.:** Ten hours per day on all days of month except on Sundays and holidays notified by ACCF. However actual timings of deployment, for 10 hours duty , shall be specified by actual users of vehicles. Duty timings may be different for each deployed vehicle based on end user requirements.
12. **Airport pick-up or Drop:** During normal duty hours, driver has to pick-up or drop the official of ACCF from/at the Airport of Guwahati. Beyond duty hours or at any odd time 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 except on Sundays/holidays. 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 10 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), shall be treated as on-call and shall be paid as per quoted rates.
13. **Outstation Journey:** Every regular deployed vehicle shall have a base working station (i.e. city). ACCF frequently requires to visit 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, as quoted, shall be paid. No overtime charge shall be paid for outstation journey.

14. **Overtime:** Beyond 10 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. If vehicle is called on Sundays, then overtime shall be paid
15. **Maintenance of Log Book:** Every vehicle should have one log book to keep record of every journey and should be countersigned by traveler. Without the signature, particular journey entry shall be invalid and shall not be considered for payment purpose.
16. **Reporting place:** Any place within the territorial jurisdiction of Assam Cancer Care Foundation, Guwahati (Assam). The user of the vehicle shall specify actual place of reporting.
17. **Notice time 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.
18. **Calculation of distance:** From garage to garage but chargeable distance in this respect shall not be more than 5 km in each way.
19. **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.
20. Duty hours will be calculated on the basis of the difference between reporting time and releasing time on each day as noted on the log book by the user. Distance covered shall be calculated from garage to garage but chargeable distance in this respect shall not be more than 5 km in each way except for vehicles hired for Tea Gardens wherein garage to garage chargeable kms are max 10 kms (one way) but on actual basis.
21. The Agency shall submit bills to Assam Cancer Care Foundation, Guwahati on monthly basis for release of payment for the vehicles supplied by them.
22. The Driver or the vehicle shall be provided with the Log Book by the Agency where date, time, Kms reading are to be filled and signed by the users/ Assam Cancer Care Foundation, Guwahati Officials. On the basis of these Log Book, the bill shall be raised to Assam Cancer Care Foundation, Guwahati by the contractor for the vehicles under their control.
23. The Agency will have full liability under sections of Motor vehicles Act 1968 and IPC causing death or permanent disability developed by the vehicle supplied by the Contractor. The Company shall have no responsibility and will not entertain any claim in this regard in any circumstances. The contractor shall indemnify the Company from such incidences. The engagement and employment of drivers and payment of wages to them as per existing provision of various labor laws and regulations is the

sole responsibility of the Agency and shall indemnify the Company. Any breach of such Laws on regulation shall be deemed to be breach of this contract.

24. The Agency shall supply the vehicles properly cleaned from outside and properly cleaned & totally dust free inside. Seats of the vehicle should have cover of white towels and towels should be washed weekly. Also, driver should be properly dressed & well behaved. Taxis to be provided by the Agency should be in perfectly sound working condition and suitable for use by senior officers of ACCF. Supplied vehicle should be noise-free.
25. Driver and vehicle should not be changed frequently. If in most unavoidable circumstances the change of driver/vehicle is required, prior intimation should be given to the user concerned.
26. The Agency should send the vehicle for periodical servicing at the cost of the Agency. Company will not pay any mileage run for such servicing. The cost of lubricant, repairs, maintenance, Taxes, Insurance etc. will be the Agency liability. 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.
27. In case of change of vehicle by the Agency during the currency of the contract, the proof of ownership in case of own vehicle or in case of leasehold vehicles a copy of power of attorney/affidavit should be submitted within 7 (seven) days of such change for such changed vehicles.
28. Normally the vehicle may be used anywhere in the territorial jurisdiction of the Company but can even be outside the jurisdiction as per the need basis. The vehicle engaged by the Company is considered to be associated with the office and hence the same should not be used by any other organization or person during contract period. Hence, the vehicle engaged for providing the service to the Company cannot be used as taxi on part time basis during contract period. If it is found that the vehicle is used as taxi after office hours or on holidays or when the controlling officer is on leave etc., then it may be considered as the sufficient reason to cancel the contract.
29. In Case ACCF is not satisfied with the quality/condition of the vehicle the Agency shall change the vehicle / make necessary repairs to the satisfaction of ACCF.
30. No hike in rate will be allowed if there is a hike in the price of diesel and or spare parts of vehicle during the first six months of the contract. After completion of six months of the contract, rates may be reviewed again on the request of the Agency based on formula specified at Clause 9 above.
31. If the Agency fails to provide the vehicle to Assam Cancer Care Foundation, Guwahati, Assam and if the service is not found satisfactory enough, Assam Cancer Care Foundation, Guwahati, Assam shall have the right to terminate the contract in whole or part for the vehicles under their control.
32. In case of change of vehicle by the Agency during the currency of the contract, the proof of ownership in case of own vehicle or in case of leased/ hold vehicles a copy of power of attorney/affidavit should be submitted within 7 (seven) days of such change for the such changed vehicles to Assam Cancer

Care Foundation, Guwahati for the vehicles under their respective control.

33. In case of any accident resulting in loss or damage to property or life, the sole responsibility for any legal or financial implication would rest with the Agency. Assam Cancer Care Foundation, Guwahati, Assam shall have no liability whatsoever.
34. For any legal dispute claims that may arise during the currency of the agreement in respect of vehicles provided by Agency, Assam Cancer Care Foundation, Guwahati will not be liable for any loss, damage, etc. suffered / to be suffered by the Agency or third party, as the case may be, and the Agency shall bear the sole liability arising out of such disputes.
35. If for any reason Assam Cancer Care Foundation, Guwahati is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the hiring period, it will be reported to the Agency on writing by the Assam Cancer Care Foundation, Guwahati. The Agency without raising any dispute on such assessment by the Assam Cancer Care Foundation, Guwahati 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.
36. The Company shall also be liable for all fines, penalties and traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period.
37. The Security Deposit can be forfeited, wholly or partly, by order of the Company (i.e. ACCF) in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said security deposit as may be considered by the Company (i.e. ACCF) sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined
38. **Termination of Contract:**

ACCF, without prejudice to any other remedy, for breach of contract, may terminate the contract in whole or in parts if the Agency fails to arrange the supply of any or all of the vehicles within the period(s) specified in the contract or any extension thereof granted by the Company (i.e. ACCF) and if the Agency fails to perform any other obligation (s) under the conditions of the tender which is an integral part of this Agreement.
39. **Termination by convenience:** Both parties reserves the right to terminate the contract by giving one month notice without giving any reason thereof.
40. **Termination for Insolvency:** Company (i.e. ACCF) may at any time terminate the Contract by giving written notice to the Agency, without compensation to the Agency. If the Agency becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter the insolvency/bankruptcy.
41. **Arbitration:**

If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. In the event of any

question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of Assam Cancer Care Foundation, Guwahati-781022. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. The arbitration proceedings shall take place at Assam Cancer Care Foundation, Guwahati and shall be conducted in English. The provisions of Arbitration and Conciliation Act, 1996 and the rules framed there under and in force shall be applicable to such proceedings.

42. Set Off:

Any sum of money due and payable to the Agency (including security deposit refundable to him) under this contract may be appropriated by Company (i.e. ACCF) and set off the same against any claim of the Company (i.e. ACCF) for payment of a sum of money arising out of this contract or under any other contract made by Agency with Company (i.e. ACCF).

43. Force Majeure:

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of god (hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of the Company (i.e. ACCF) as to whether the supplies/services have been so resumed or not shall be final and conducive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

44. All the disputes are subjected to the jurisdiction of the court at Guwahati, Assam only.

In witness of the parties' present have hereinto set their respective hands and seals the day, year in.....

Above written:

()

Signature on behalf of ACCF

Name:

()

Signature on behalf of Agency

Name:

Designation:
Seal:

Designation:
Seal:

Agreement signed in the presence of

Witness 1:

Witness 2

Signature:

Signature:

Name:

Name:

ANNEXURE-VI

Performance Security Bank Guarantee Format

Issuing Bank: *[insert: Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: *[insert: Assam Cancer Care Foundation, Guwahati, Assam]*

Date: _____

PERFORMANCE GUARANTEE No.: _____

We have been informed that *[insert: name of the Awardee]* (hereinafter called "the Agency") has been awarded the tender (Tender reference No.....) and invited for entering in to the contract by Assam Cancer Care Foundation (ACCF), Guwahati (hereinafter called "**the Company**") for supply of X number of passenger vehicles (Make & Model) to its office at on monthly basis for a period of 18(eighteen) months from the date of signing of the contract (hereinafter called "the Contract"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required to be furnished prior to the signing of the contract.

At the request of the Agency, we *[insert: name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert: amount in figures]* (Rs____) *[insert: amount in words]*¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Agency is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Agency before presenting us with the demand.

This guarantee shall be valid until the day of, 20.....

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the Agency shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

¹ ~~The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract~~

Our..... branch at² (Name & Address of the branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at ourbranch a written claim or demand and received by us at ourbranch on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

[signature(s)]

Signature of the Authorized Officer of the Bank)

Name and Designation of the Officer

Seal, name & Address of the Bank and the Branch

² _____
the Branch of the bank should be at Guwahati, Assam.

Annexure-VII

Tender Checklist Sheet for Bidders

S No.	Documents				Submission Status
1	Cost of Tender documents*	RTGS/DD No.	Amt.	Date	
2	EMD *	RTGS/DD No.	Amt.	Date	
3	Bid Form (Annexure-I) filled and uploaded				
4	Letter of Authorization for signing the bid, Annexure-II				
5	Technical Bid in the Proforma given under Section-VI				
6	Self-Attested copy of Registration/incorporation Certificate of the bidding Firm.				
7	Self-Attested copy of Experience certificate issued by Central/State Government/Public Sector companies/Banks/Companies (national/multinational) of repute for one year during last three financial years ending on 31 st March 2020.				
8	Declaration on non-tampering of downloaded tender document (Annexure-III) filled and uploaded.				
9	Declaration on no-near relative (Annexure-IV) filled and Uploaded				
10	Self-Attested copy of PAN card and Goods Service Tax (GST) registration certificate of the Bidder.				
11	Self-Attested copy of Registration Certificate and Insurance Cover documents of minimum no. of vehicles owned or leasehold by the bidder as per mentioned Eligibility criteria.				
12	Copy of RTGS/NEFT transfer acknowledgement or DD/Bankers Cheque instrument towards EMD amount as stipulated in the tender document along with location wise details of EMD amount.				

13	Copy of RTGS/NEFT transfer acknowledgement or DD/Bankers Cheque instrument towards bid processing fee.	
14	Copy of the Power of Attorney and (or) board resolution as the case may be, authorizing the signatory to rightfully do so.	
15	Copy of the Power of Attorney and (or) board resolution as the case may be, authorizing the signatory to rightfully do so.	
16	Self-Attested copy of latest income tax return acknowledgement of the Bidder	
17	Financial bid document (Pricesheetvehicle.xls sheet) emailed or submitted in separate sealed envelope in prescribed format.	

*Scanned copy of RTGS receipt/DD has to be included in case of submission of Bid vide email and the original (hardcopy) of the same has to be submitted prior to opening of technical bid.

← END OF THE TENDER DOCUMENT →