

অসম দক্ষতা বিশ্ববিদ্যালয়

# Assam Skill University

*(A State University established under Assam Act No. IX of 2020)*

Mangaldai, District: Darrang, Assam - 784125



**REQUEST FOR QUOTATIONS  
FOR  
HIRING OF VEHICLE ON  
MONTHLY AND DAILY BASIS FOR  
ASSAM SKILL UNIVERSITY**

**Contract Ref.: ASU/Veh.Hire/2024/57**

**July 2025**

## REQUEST FOR QUOTATION - SERVICES (RFQS)

Contract Ref.: ASU/Veh.Hire/2024/57  
Date of Issue of Request: 5<sup>th</sup> July, 2025

Sir/Madam:

1. The Registrar, Assam Skill University (ASU) invites quotations from eligible parties for hiring of office vehicles on monthly basis and daily basis for ASU for 6 months, and subject to extension for further terms on satisfactory performance by competent authority. Interested and eligible bidders may submit their quotation along with supporting document for providing the vehicles as mentioned below:

Sl.	Vehicle Type	Rentals	Description	Quantity	Place of Delivery	Estimated Cost (in Rs.)	Bid Security
I.	Bus (Diesel) 26 seater	Monthly	Digital meter, Diesel Engine with GPS	01	Assam Skill University Interim Campus, Sankarpur, Birubari, Guwahati, Assam - 781016	17,50,000/-	Rs. 35,000/- (Rupees thirty-five thousand) only (refundable) by <b>Demand Draft / Pay Order / Bankers' Cheque</b> (and not in any other form) drawn in favour of the <b>"Assam Skill University"</b> payable at <b>Guwahati</b> is to be deposited with the bid
II.	Bus (Diesel) 26 seater	Daily & Out stationed	Digital meter, Diesel Engine with GPS	As per requirement			
III.	Mini Bus (Diesel) 22 seater	Monthly	Digital meter, Diesel Engine with GPS	01			
IV.	Mini Bus (Diesel) 22 seater	Daily & Out stationed	Digital meter, Diesel Engine with GPS	As per requirement			

To assist you in the preparation of your price quotation we enclose, in addition to the **Scope of Services**, the **Form of Quotation** and form of **Contract** are also attached.

2. If you/your firm, however, falls under any of the following conditions, your proposal shall not be considered:
  - (a) you/your firm are/is not a citizen/national of India, or
  - (b) you/your firm have/has been associated with the firm that prepared the terms of reference or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified, or
  - (c) you/your firm are/is owned by the Client.
3. To be qualified, you must have experience as a Service Provider of the services covered by this **Request for Quotation**. As evidence, you must attach a document of your

experience as Service Provider in at least two vehicle hiring contracts in the last **3 (three)** years of a size and nature similar to the requirements of this contract with Govt. organization, PSUs or Reputed Private Organization (**Statement 1**).

4. The service provider shall meet the following eligibility criteria and submit the corresponding documents to testify eligibility as indicated below (**Mandatory documents in the Quotation**):

Sl.	Eligibility Criteria	Documentary proof to be submitted
I.	Date of establishment of the Service Provider: The Service Provider must be in the business for at least three (3) years	Proof of incorporation/inception of the bidder/ Service Provider/Trade license registration Certificate.
II.	Bid Security amounting Rs. <b>35,000/-</b> (Rupees thirty five thousand) only (refundable). <b>No exemption of any kind will be entertained</b>	In form of <b>Demand Draft / Pay Order / Bankers' Cheque</b> (and not in any other form) drawn in favour of the " <b>Assam Skill University</b> " payable at <b>Guwahati</b> is to be deposited with the bid.
III.	GST Registration in the name of the Service Provider submitting the bid	Self-attested Copy of GST Registration Certificate in the name of the Service Provider submitting the bid
IV.	Pan Card in the name of the Service Provider submitting the bid	Self-attested copy of the Pan Card in the name of the Service Provider submitting the bid
V.	Up-to-date Trade License in the name of the Service Provider submitting the bid	Self-attested copy of Trade License in the name of the Service Provider submitting the bid
VI.	The bidder/ Service Provider shall have its own registered office/ branch in Guwahati from where regular services/correspondences can be provided.	Details of location to be provided (rent agreement/ electricity bill etc.)
VII.	Average annual turnover of the last 3 Financial Years (2022-23, 2023-24 & 2024-25) should not be less than <b>Rs. 40 Lakh</b> .	Attach Chartered Accountant certified financial statements for the last 3 Financial Years with <b>valid UDIN number</b> .
VIII.	Service Provider should have executed at least two vehicle hiring contracts in the last three years with Govt. organisation, PSUs or Reputed Private Organisation. <b>The Service Provider should submit documentary evidence in Support of minimum experience of 3 years.</b>	Duly filled up format furnished at <b>STATEMENT-1</b> below along with Work Order(s)/Completion Certificate(s) copies issued by Govt. Department/ PSU/ Reputed Private Organization
IX.	Service Provider shall have to submit details of at least 2 (two) nos. of current fleet of vehicles of similar Make & Model.	Duly filled up format furnished at <b>STATEMENT-2</b> below along with following details: 1. Registration Number 2. Owned/Leased/Hired 3. Make & Model 4. Manufacturing Date 5. Insurance No. & validity date 6. PUC No. of validity
X.	The Service Provider should not have ever been blacklisted by any State or Central Government Department /PSU / Agency in the past for breach	Declaration on this effect in the Letter Head of Firm.

Sl.	Eligibility Criteria	Documentary proof to be submitted
	of contract, fraudulent, unethical or corrupt business practices.	
<b><i>Quotation of any Service Provider who does not provide any of the above documents, such quotation will be summarily rejected.</i></b>		

5. Your quotation/(s) should be submitted in accordance with the following instructions, procedures, and the terms and conditions of the **Contract**.

#### **Preparation of Quotations**

- a) The rate offered should be mentioned separately for daily/ monthly basis as per the format attached in the Price schedule. **The rate offered should be inclusive of all taxes.**
- b) The bidder shall submit only one set of quotations for the above item. Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative. **Without a signature in your Form of Quotation, your quotation shall not be considered further.**
- c) The agency shall quote for the full quantity.
- d) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject on any account.
- e) The prices shall be quoted in Indian Rupees only.
- f) Each agency shall submit only one bid. Agency shall not contact other agency in matters relating to this bid. Agency shall offer quote for all vehicles as mentioned in the quotation.
- g) Your quotation must be signed by you or your authorized representative. **Without a signature in your Form of Quotation, your quotation will not be considered further.**
- h) Your quotation(s) should be valid for a period of 90 days from the deadline for submission of the quotation/(s) as indicated below. If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of Suppliers for ASU for three years.

#### **Submission and Opening**

- (a) Bidding submission procedures shall be:  
RFQ documents will be uploaded in the ASU website and SPP portal: [www.asu.ac.in](http://www.asu.ac.in) and <https://sppp.assam.gov.in/>. Intended bidders can download the Bidding documents from these websites. They will then submit the quotations with the signed copy of required documents mentioned in the bidding document in a sealed outer cover **superscribing** "RFQ for Hiring of Vehicle on Monthly and Daily basis for ASSAM SKILL UNIVERSITY" to **The Registrar, Assam Skill University City Office- 3rd Floor, DECT Office Complex, Rehabari, Guwahati, Assam – 781008** so as to reach **on or before 2:00 PM ON 25th July, 2025**
- (b) Bid opening procedure shall be as follows:

Quotations Opening- Concerned/designated officials of ASU will open the Drop Box to check the submitted quotations for evaluation.

- (c) Quotations shall be opened, in the presence of participating service providers' representatives who choose to attend, on **25/07/2025 at 2:30 PM** and at the following address:

**O/o the Registrar  
Assam Skill University (ASU),  
3th Floor, DECT Office Complex, Rehabari, Guwahati- 781008**

### **Evaluation and Comparison**

- (a) Quotations determined to be substantially responsive to this **Request for Quotation** will be evaluated by comparison of their offer prices. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this **Request for Quotation**.
- (b) The Price Schedule must clearly indicate the price for **each and every item** listed in the tender. If **any item is left unquoted** or **quoted as "Zero"**, the bid shall be **summarily rejected** as non-responsive.
- (c) In evaluating the quotations, the Client will adjust for any arithmetical errors as follows:
- (i) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
  - (ii) where there is a discrepancy between the unit rate (where applicable) and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and

If you refuse to accept the correction/(s), your quotation will be rejected.

### **Award of Contract**

- (d) The Client shall award the contract to the Service Provider whose quotation has been determined to be substantially responsive to this Request for Quotation and who has offered the lowest price quotation.
- (e) The Registrar, ASU shall award the contract to the bidder/service provider whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price.
- (f) Notwithstanding the above, the Registrar, ASU reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.
- (g) The Service Provider whose quotation has been accepted will be notified by the Client within 60 days from the date of submission of quotation through the return of a copy of the **Form of Quotation** with **Acceptance** signed by the Client/authorized representative of the Client.
- (h) The successful Service Provider shall sign the **Contract** governed by the annexed **Contract Terms and Conditions**.
6. Further information can be obtained from:
- |           |   |   |
|-----------|---|---|
| Name      | : | Registrar,  |
| Address   | : | Assam Skill University,<br>3rd Floor,<br>DECT Office Complex, Rehabari, Guwahati-781008 |
| Telephone | : | 03613511533/ 6000635643   |
| E-mail    | : | <a href="mailto:registrar@asu.ac.in">registrar@asu.ac.in</a>                            |

7. Service Providers shall observe the highest standard of ethics during the procurement and execution of contracts. ASU may reject a proposal for award, and may impose sanctions or other remedial actions on parties involved, if it determines that the Service Provider recommended for award or any other party, directly or through an agent, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for, or in executing, the Contract. At the time of submission of your quotation, you should not be in ASU's suspension list. A firm/individual shall not be eligible to participate in any procurement activities while under temporary suspension or debarment by ASU.
8. You/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the client's country, any international organization, and other donor agency.

If so debarred, declared ineligible, temporarily suspended, or blacklisted, please state details (as applicable to each joint venture partner, associate, parent company, affiliate, subsidiaries, subcontractors, and/or suppliers):

- (a) Name of Institution: \_\_\_\_\_
- (b) Period of debarment, ineligibility, or blacklisting (start and end date): \_\_\_\_\_
- (c) Reason for the debarment, ineligibility, or blacklisting: \_\_\_\_\_

9. You/your firm's, joint venture partners', associates', parent company's affiliates' or subsidiaries', including any subcontractors' or suppliers', key officers and directors have not been [charged or convicted] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.

If so charged or convicted, please state details:

- (a) Nature of the offense/violation: \_\_\_\_\_
- (b) Court/Area of jurisdiction: \_\_\_\_\_
- (c) Resolution (i.e. dismissed; settled; convicted/duration of penalty): \_\_\_\_\_
- (d) Other relevant details:

10. You/your firm understands that it is your obligation to notify ASU should you/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred or become ineligible to work with ASU, or any of your key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.
11. Any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the quotation/bid or cancellation of the contract, if awarded, and may result in remedial actions.
12. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified.

Sd/-  
**Registrar,**  
**Assam Skill University**

# FORM OF QUOTATION

## (Services)

\_\_\_\_/\_\_\_\_/2025

To,

The Registrar,

Assam Skill University,

3rd Floor, DECT Office Complex, Rehabari, Guwahati-781008

We offer to provide vehicle hiring services for the contract “**Hiring of Vehicle on Monthly and Daily use for Assam Skill University**” in accordance with the **Contract Terms and Conditions** and the **Scope of Services** accompanying this Quotation for the Contract Price not to exceed the below mentioned price in accordance with **Price Schedule** annexed to the **Scope of Services**

1. \_\_\_\_\_ [amount in words and numbers] (\_\_\_\_\_) (**Monthly Rental**).
2. \_\_\_\_\_ [amount in words and numbers] (\_\_\_\_\_) (**Daily Local Rental**).
3. \_\_\_\_\_ [amount in words and numbers] (\_\_\_\_\_) (**Daily Outstanding Rental**).

We propose to carry out the performance of the services described within the **Contract Completion Period** indicated in the priced **Scope of Services**.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Offer condition imposed by the **Request for Quotation** document, i.e, 90 days from the date of opening.

We: (a) are a Indian national; (b) have not been associated with the firm that prepared the terms of reference or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified; (c) are not owned by the Client; (d) are not currently sanctioned or temporarily suspended by the ASU; and (e) to the best of our knowledge, is not prohibited from being contracted.

Name of Service Provider: \_\_\_\_\_  
Authorized Signature : \_\_\_\_\_  
Name of Signatory : \_\_\_\_\_  
Address : \_\_\_\_\_  
Telephone Number : \_\_\_\_\_  
Email address: \_\_\_\_\_

**Nb: Service Provide/Agency must submit the signed and filled copy of Form of Quotation. Bidders not submitting the form will be liable for rejection.**



**ACCEPTANCE**  
*(to be filled by the client)*

The Client accepts the Service Provider's offer to provide the service.

Name of Client: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Title of Signatory: \_\_\_\_\_

Date: \_\_\_\_\_

## PRICE SCHEDULE

(N.B:- The Price Schedule must clearly indicate the price for each and every item listed in the tender. If any item is left unquoted or quoted as "Zero", the bid shall be summarily rejected as non-responsive.)

### Monthly rental

Sl. No.	Vehicle Type with particularas stated in Table1	No. of Vehicle	Unit rate per Month (Rs.) with driver including all taxes	Fuel Charges (Rs.) per KM	Total amount per month in INR $D = B \times A + (C \times 6000^*)$
		A	B	C	D
1	Bus (26 seater)				
2	Mini Bus (22 seater)				

\* Assuming 6000 KM for evaluation purpose only

### Daily Local rental

Sl. No.	Vehicle Type with particularas stated in Table1	Rent per Day (Rs.) per vehicle with driver including all taxes	Extra charges per Km beyond 300 Kms in INR (in INR) (including taxes)	Fuel Charges (Rs.) per KM	Total Overall Evaluated Quoted Price $D = A + B + (C \times 300^*)$
		A	B	C	D
1	Bus (26 seater)				
2	Mini Bus (22 seater)				

\* Assuming 300 KM for evaluation purpose only

### Daily Outstation rental

Sl. No.	Vehicle Type with particular as stated in Table1 of RFQ	Rent per Day per vehicle (Rs.) with a driver Including all taxes	Extra charges per km beyond 400 (in INR) (including taxes)	Fuel Charges (Rs.) per KM	Night hold charges for vehicle and Driver (if applicable)	Total Overall Evaluated Quoted Price $E = A + B + (C \times 400^*) + D$
		A	B	C	D	E
1	Bus (26 seater)					
2	Mini Bus (22 seater)					

\* Assuming 400 KM for evaluation purposes only

### STATEMENT-1 - FORMAT OF EXPERIENCE CERTIFICATION

Detail of experience in similar type of contract					
Last 3 (three) years of service experience for any Government/PSU/Semi-Govt./Reputed Private Organization in Assam. (Copy of completion certificates/Work Order to be attached)					
Sl. No.	Hiring Period	Name of Hirer	Value of Work (In INR)	Nos. of vehicles supplied	Work Order Date
(a)	(b)	(c)	(d)	(e)	(f)
1	2024-25				
2	2023-24				
3	2022-23				
<i>This is to certify that the information contained in the table above is true and correct. Self-attested Work Order(s)/ completion certificate copies issued by Govt. Department/ PSU/ Semi-Govt./ Reputed Private Organization are attached</i>					
<b>Name of the Service Provider:</b> <b>Signature of Service Provider:</b> <b>Date:</b> <b>Seal of Service Provider:</b>					

### STATEMENT -2- FORMAT OF VEHICLES DETAILS

Details of Current fleet of vehicles						
(Minimum 2 vehicle details required. Also, legible copy of RC, Insurance & PUC to be attached)						
Sl. No.	Registration Number	Owned/ Leased/Hired	Make & Model	Manufacturing Date	Insurance Number & Validity Date	PUC Number & Validity Date
1						
2						
3						
4						
5						
6						

# CONTRACT AGREEMENT

Name of Contract: \_\_\_\_\_

Contract Number \_\_\_\_\_

This Contract is entered into on \_\_\_\_[*date*]\_\_ day of \_[*month*],\_ [year]\_\_, between \_\_\_\_[*name of Client*]\_\_\_\_\_ (hereinafter called “the Client”) on the one part, and \_\_\_\_[*name of Service Provider*]\_\_\_\_\_ (hereinafter called “the Service Provider”) on the other part.

Whereas the Client has requested a quotation for \_\_\_\_\_ [*description of services*] to be performed by the Service Provider in accordance with the **Contract**, and has accepted the Quotation by the Service Provider in the amount of \_\_\_\_\_ [*amount in words*]\_\_ [*amount in figures*] hereinafter called “the Contract Price”.

The Client and the Service Provider agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:
  - a) **Form of Quotation**, with **Scope of Services** and **Appendix A** and **Price Schedule** under Option B form of quotation; and
  - b) **Contract Terms and Conditions**;
2. Taking into account payments to be made by the Client to the Service Provider as hereinafter mentioned, the Service Provider hereby enters into this Agreement with the Client to execute and complete the performance of services under the Contract.
3. The Client hereby agrees to pay, in consideration of the successful performance of the services, the **Contract Price** as indicated and accepted in the **Form of Quotation**, under payment terms stipulated in the **Contract Terms and Conditions**.

IN WITNESS whereof the parties hereto have executed the **Contract** under the laws of **INDIA** on the date indicated above.

Signed \_\_\_\_\_

For and on behalf of the  
Assam Skill University

Full Name \_\_\_\_\_

Designation \_\_\_\_\_

Date \_\_\_\_\_

Signed \_\_\_\_\_

For and on behalf of the  
Service Provider

Full Name \_\_\_\_\_

Designation \_\_\_\_\_

Date \_\_\_\_\_

In the presence of Witnesses

1.

2.

In the presence of Witnesses

1.

2.

# **CONTRACT TERMS AND CONDITIONS**

## **1. Definitions**

- (a) "Contract" means the agreement entered into between the Client and the Service Provider, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Contract, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Service Provider as specified in the Contract, subject to such additions and adjustments thereto pursuant to the Contract.
- (d) "Completion" means the fulfilment of the committed services by the Service Provider in accordance with the terms and conditions set forth in the Contract.
- (e) "Client" means the entity purchasing the Services.
- (f) "Services" means the services the Service Provider will perform as specified in the Scope of Services in Appendix A.
- (g) "Service Provider" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Client and is named as such in the Contract.
- (h) "ASU" is the Assam Skill University.

## **2. Applicable Law**

The Contract shall be interpreted in accordance with the laws of the Client's country, i.e., Laws of India.

## **3. Language**

All communications and documents related to the Contract shall be in English.

## **4. Assignment**

Any assignment of this Contract or of any rights hereunder, in whole or in part without the prior written consent of the Client shall be void.

## **5. Fraud and Corruption**

As per Assam Public Procurement 2017 & Rules 2020.

## **6. Performance of the Services**

The Service Provider shall carry out the Services with due diligence and efficiency and shall furnish to the Client such information related to the Services as the Client may from time-to-time reasonably request. The Service Provider shall at all times cooperate and coordinate with the Client with respect to the performance of the Services.

## **7. Service Completion Schedule**

The services should be completed as per schedule indicated in the Scope of Services

(**Appendix A**) but not exceeding **6 (Six) months** from the date of signing of contract.

#### **8. Fixed Contract Price**

The prices indicated in the **Form of Quotation** are firm and fixed and not subject to any adjustment during contract performance, subject to **Clause 10 [Payment]** below.

#### **9. Taxes and Duties**

The Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until completion of the services to the Client. The quoted price shall be inclusive of GST. Employer would deduct TDS/GST and any other Government Tax (as applicable) at source at the time of release of payment, as per applicable laws of Govt.

#### **10. Payment**

Upon submission by Service Provider of claim and subsequent verification of the claim by Client, payment of the contract price shall be made in the following manner:

- (a) Payment shall be made as per price quotes submitted by the service provider during quotation submission which has been accepted by the client.
- (b) Payment shall be made on monthly basis within 45 (forty-five) days from receipt of bills in duplicate subject to submission of log sheet containing KM travelled duly filled and signed by the respective ASU staff using the vehicle.
- (c) No advance shall be made to the Service Provider on any account. No toll tax charges, consumables cost etc., to be borne by the client.

#### **11. Resolution of Disputes**

The Client and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of an unresolved dispute, the dispute shall be settled in accordance with the provisions of the India (**Arbitration and Conciliation Act 1996**). The venue of the arbitration shall be Guwahati, Assam.

#### **12. Independent Service Provider**

Nothing contained in this Contract shall be construed as establishing or creating the relationship of master and servant, employer and employee or principal and agent between the Client and the Service Provider, or his employees or agents or other persons engaged by the Service Provider to perform any of the services.

#### **13. Intellectual Property Rights**

Intellectual Property Rights: (a) The Service Provider shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against, the Client during or in connection with the Services by reason of: (i) infringement or alleged infringement by the Service provider of any patent or other protected right, or (ii) plagiarism or alleged plagiarism by the Service provider.

**14.Failure to Perform**

The Client may terminate the Contract if the Service Provider fails to perform the services, in accordance with the above terms and conditions, in spite of a 14-day notice given by the Client, without incurring any liability to the Service Provider. In the event of such termination, the amount due under the Contract shall be subject to equitable adjustment.

**15.Termination Due to Integrity Violation**

The Client may terminate this Contract, in whole or in part, if the Service Provider, in the judgment of the Client has engaged in integrity violations in executing this Contract.

**16.Other Grounds for Termination**

The Client may also terminate this Contract, in whole or in part, if the Service Provider becomes insolvent, bankrupt or gives the Client reasonable evidence of its inability to complete the Services as specified, or fails to correct any non-conformity in the Services or performs in bad faith by willfully not observing the terms and conditions of this Contract.

Notwithstanding the above criteria the client may terminate the contract as per convenience.

**17.Force Majeure**

The Service Provider shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- (a) For purposes of this Clause, "Force Majeure" means an events beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- (b) If a Force Majeure situation arises, the Service Provider shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

**18.Accounts and Records**

- (a) The Service Provider shall keep accurate and systematic accounts and records in respect of the Services in such form and detail as are customary in its profession and are sufficient to establish accurately that the costs have been duly incurred.
- (b) Notwithstanding anything to the contrary stated herein, the Service Provider shall maintain accounts and records, including original receipts, invoices and other



supporting documents evidencing payments made by the Service Provider under this Contract, for the period of the Services and for a period no less than 3 years after the expiration or termination of this Contract.

- (c) The Service Provider shall permit ASU to inspect the accounts, records, and other documents relating to the submission of bids and contract performance of the Service Provider and to have them audited by auditors appointed by ASU.

#### **19. Termination Notice Due to Non-payment**

If the Service Provider has not received payments due within the 45 days as provided for in Clause 10 [Payment], the Service Provider may immediately issue a 14-day termination notice.

#### **20. Right to vary quantities:**

The Registrar, Assam Skill University reserves the right at the time of award of contract to increase or decrease the required quantity of services specified in the RFQ above without any change in hiring charges of the offered quantity of other terms and conditions.

#### **21. Other conditions of the contract:**

- a) The Service Provider shall have to provide vehicle with driver having Commercial driving license and relevant insurances. In addition to the vehicle mentioned in the RFQ the agency **should have at least one additional vehicle in good condition (which is not more than 2 years old)**.
- b) The Service Provider shall be responsible for paying all expenses related to repair and maintenance Charge, relevant insurance, taxes levied by local authorities. Toll tax, if any, shall be reimbursed on production of receipt.
- c) In case of breakdown within Guwahati/ outside Guwahati, vehicles have to be replaced within a reasonably short time, failing which the user will hire an alternate vehicle for which the hire charge of the alternate vehicle will be deducted from the bill. No cost will be borne by the user for any repairing of vehicle that may arise during any journey.
- d) In case the vehicle is unavailable due to repair or maintenance or breakdown, replacement vehicle of equal or better model has to be provided promptly.
- e) The supplied vehicle must be insured including but not limited to Third party Insurance and must have Fitness Certificate & Pollution Control certificate as per relevant sections of Motor Vehicle Act 1986 as amended from time and IPC.
- f) The agency shall have to provide vehicle with driver having Commercial driving license and relevant insurances. In addition to the list of vehicles mentioned in the tender document, the agency should have at least two additional vehicle in good

condition (which are not more than 2 years old).

- g) The supplied vehicle should preferably be a new one (Preferably, Yellow coloured) but not older than 2 years on the date of submission of bids. The supplied vehicle on "Monthly Hiring Basis" shall be for 24 hours on a day basis and will be at the disposal of ASU, unlike "Daily Hiring Basis".
- h) The Agency shall be responsible for paying all expenses related to repair and maintenance Charge, relevant insurance, taxes levied by local authorities. Toll tax, if any, shall be reimbursed on production of receipt.
- i) The Driver must be deputed in all days during the Contract Period. The driver must follow the prevailing Health, safety & Environment rules as issued by ASU from time to time.
- j) In case of breakdown within Guwahati/ outside Guwahati, vehicles have to be replaced within a reasonably short time, failing which the user will hire an alternate vehicle for which the hire charge of the alternate vehicle will be deducted from the bill. No cost will be borne by the user for any repairing of vehicle that may arise during any journey.
- k) In case the vehicle is unavailable due to repair or maintenance or breakdown, replacement vehicle of equal or better model has to be provided promptly.
- l) All vehicles must be insured including but not limited to Third party Insurance and must have Fitness Certificate & Pollution Control certificate as per relevant sections of Motor Vehicle Act 1986 as amended from time and IPC.
- m) The engagement and employment of drivers and payment of wages to them as per Provision of various Labor Laws & Regulations is the sole responsibility of the contractor/service provider/agent and any breach of such laws or regulations shall be deemed to be breached of this contract.
- n) The agency shall assign the job of driving of the offered hired vehicles only to qualified, experienced and licensed drivers for ensuring safe driving and assuming full responsibility for the safety of the officers/staff/student while on the vehicle. Registrar, ASU shall have no direct or indirect responsibility arising out of such negligent, rash and impetuous which is an offence under IPC and any resultant loss/ damage caused to any officers/staff/student have to be compensated by the contractor/service provider/agent.
- o) The agency shall send the vehicle for periodical servicing by providing replacement vehicle to the ASU at his/her cost. ASU will not pay any Fuel.
- p) Charges for such servicing nor any bill shall be raised for the duration involved for such servicing, unless replacement vehicle is provided. The agent shall have the responsibility for arrangement of food and accommodation of the driver either within

Guwahati or outside Guwahati. ASU will not bear any cost for providing accommodation and food during the period for which the vehicle is hired.

- q) All monthly hired vehicles need to park in the office campus of ASU. Payment on ASU's holiday will be deducted from the monthly charge if the vehicle is not park in the campus of ASU. If the car is not kept in the office campus, then extra kms expended for running to and from garage to office will be deducted. For daily rental vehicles running kms will be considered from office to office.
- r) The drivers should preferably stay near to the office campus so that they can attend the office within short time. The driver should be polite and vehicle should be kept neat and clean at all times.
- s) Agency must maintain a regular log book for the vehicle placed under ASU.
  - i. The driver of the vehicle shall maintain the proper LOG SHEET.
  - ii. The agent should ensure that the KM reading (Odometer) of the vehicle is working properly.
  - iii. The driver of the vehicle must ascertain that the LOG SHEET is duly filled and signed by the ASU Officials using the vehicle.
  - iv. In case the KM reading is found to be wrong on checking, penalty shall be imposed by the authority and necessary action will be taken by the authority.
- t) The Agency will be responsible for drivers lodging, boarding or any other expenses.
- u) Maintenance and cleanliness of the vehicle should be borne by the Service Provider/Agency. The vehicles should be serviced periodically.

## **Appendix A**

### **SCOPE OF SERVICES**

**1. Background:** In September 2020, the Assam Legislative Assembly passed the Assam Skill University Act to establish Assam Skill University (ASU).

Assam Skill University envisions becoming a leading institution recognized for its exceptional academic standards and cutting-edge infrastructure.

Our vision includes:

- Establishing a distinguished reputation as a premier institution, with a state-of-the-art campus equipped with advanced facilities and technologies.
- Integrating skills education and training with higher education, fostering applied research and development, and offering comprehensive entrepreneurship education and support.
- Enhancing skill levels to boost the productivity and global competitiveness of industries in Assam and the North Eastern Region.

#### **2. Scope of Services/ Services to be provided:**

**2.1** The scope of work includes following requirements:

**2.1.1** Hiring of Bus/ Mini Bus (26/ 22 - seater) (2 – no's) Monthly or on daily rental basis for a period of 06 months.

**2.1.2** The Service Provider shall have to provide vehicle with driver having Commercial driving license and relevant insurances.

**2.1.3** The vehicle shall at the disposal of Registrar, ASU. The driver must be deployed in all days during the contract period.

**2.2** The Service Provider shall be paid a monthly and daily rental by the client for the 06 months (as per Clause No.7 of **CONTRACT TERMS AND CONDITIONS**) towards the vehicles provided by them.

**2.3** The initial period of contract shall be 6 months subject to extension for further term subject to satisfactory performance.

**2.4** The Agency should be financially sound, reputed and should have valid GST, valid Trade License, Permanent Income Tax Account Number.

**2.5** The agency shall have to provide vehicle with driver having Commercial driving license and relevant insurances. In addition to the list of vehicles mentioned in the tender document, the agency should have at least two additional vehicle in good condition (which are not more than 2 years old).

**2.6** The supplied vehicle should preferably be a new one (Preferably Yellow coloured) but not older than 2 years on the date of submission of bids. The supplied vehicle on "Monthly Hiring Basis" shall be for 24 hours on a day basis and will be at the disposal of ASU.

**2.7** The Agency shall be responsible for paying all expenses related to repair and maintenance Charge, relevant insurance, taxes levied by local authorities. Toll tax, if any, shall be reimbursed on production of receipt.

- 2.8** The Driver must be deputed in all days during the Contract Period. The driver must follow the prevailing Health, safety & Environment rules as issued by ASU from time to time.
- 2.9** In case of breakdown within Guwahati/ outside Guwahati, vehicles have to be replaced within a reasonably short time, failing which the user will hire an alternate vehicle for which the hire charge of the alternate vehicle will be deducted from the bill. No cost will be borne by the user for any repairing of vehicle that may arise during any journey.
- 2.10** In case the vehicle is unavailable due to repair or maintenance or breakdown, replacement vehicle of equal or better model has to be provided promptly.
- 2.11** All vehicles must be insured including but not limited to Third party Insurance and must have Fitness Certificate & Pollution Control certificate as per relevant sections of Motor Vehicle Act 1986 as amended from time and IPC.
- 2.12** In circumstances, if the hired vehicle is involved in damage of property or life or violation of any relevant sections of Motor Vehicle Act 1986 as amended from time and IPC, hiring authority shall have no responsibility whatsoever and will not entertain any claim in this regard. Agency shall hold ASU harmless and indemnify against all claims, costs, expenses, losses of any nature during the currency of the contract.
- 2.13** The engagement and employment of drivers and payment of wages to them as per Provision of various Labor Laws & Regulations is the sole responsibility of the agent and any breach of such laws or regulations shall be deemed to be breached of this contract.
- 2.14** The agency shall assign the job of driving of the offered hired vehicles only to qualified, experienced and licensed drivers for ensuring safe driving and assuming full responsibility for the safety of the officers/staff/students while on the vehicle. Registrar, ASU shall have no direct or indirect responsibility arising out of such negligent, rash and impetuous which is an offence under IPC and any resultant loss/ damage caused to any officers/staff have to be compensated by the agent.
- 2.15** The agency shall send the vehicle for periodical servicing by providing replacement vehicle to the ASU at his/her cost. ASU will not pay any Fuel Charges for such servicing nor any bill shall be raised for the duration involved for such servicing, unless replacement vehicle is provided. The agent shall have the responsibility for arrangement of food and accommodation of the driver either within Guwahati or outside Guwahati. ASU will not bear any cost for providing accommodation and food during the period for which the vehicle is hired.
- 2.16** All monthly hired vehicles need to park in the office campus of ASU. Payment on ASU's holiday will be deducted from the monthly charge if the vehicle is not parked in the campus of ASU. If the car is not kept in the office campus, then extra kms expended for running to and from garage to office will be deducted. For daily rental vehicles running kms will be considered from office to office.
- 2.17** The drivers should preferably stay near to the office campus so that they can attend the office within short time. The driver should be polite and vehicle should be neat and clean.
- 2.18** Agency must maintain a regular log book for the vehicle placed under ASU.

- 2.18.1** The driver of the vehicle shall maintain the proper LOG SHEET.
  - 2.18.2** The agent should ensure that the KM reading (Odometer) of the vehicle is working properly.
  - 2.18.3** The driver of the vehicle must ascertain that the LOG SHEET is duly filled and signed by the officer using the vehicle.
  - 2.18.4** In case the KM reading is found to be wrong on checking, penalty shall be imposed by the authority and necessary action will be taken by the authority.
- 2.19** The Agency will be responsible for drivers lodging, boarding or any other expenses.
- 2.20** Maintenance and cleanliness of the vehicle should be borne by the Service Provider/Agency. The vehicles should be serviced periodically.
- 2.21** The Bidder must submit Bid security amounting to **Rs. 35,000/-** (Rupees Thirty five thousand) only. The Bid Security must remain valid for forty-five **(45) days** beyond the original or extended validity period of the bid.
- 2.22** Any quotation not accompanied by a Bid Security shall be rejected by the Procuring Entity as non-responsive. The Bid Security shall be released after the award of the Contract.

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