

Tender

For

Hiring Vehicles

At

All India Institute of Medical Sciences, Gorakhpur

<b>NIT Issue Date</b>	<b>: 26<sup>th</sup> June, 2019</b>
<b>NIT No.</b>	<b>: Admn/Tender/04/2019-AIIMS.GKP</b>
<b>Pre-Bid Meeting</b>	<b>: 11<sup>th</sup> July, 2019 at 04:00 PM</b>
<b>Last Date of Submission</b>	<b>: 25<sup>th</sup> July, 2019 at 03:00 PM</b>
<b>Bid opening</b>	<b>: 26<sup>th</sup> July, 2019 at 03:15 P.M</b>

Tender documents may be downloaded from institute's web site  
[www.aiimsjodhpur.edu.in](http://www.aiimsjodhpur.edu.in) (for reference only) and CPPP site  
<https://eprocure.gov.in/eprocure/app>

**All India Institute of Medical Sciences, Gorakhpur**

Kunraghat, Gorakhpur – 273004, Uttar Pradesh

Tele: 0291- 2740741, Email: [aoadmin@aiimsgorakhpur.edu.in](mailto:aoadmin@aiimsgorakhpur.edu.in)

Website: [www.aiimsjodhpur.edu.in/aiimsgorakhpur/](http://www.aiimsjodhpur.edu.in/aiimsgorakhpur/)

AIIMS, Gorakhpur proposes to hire following vehicles on monthly basis for official use of the AIIMS, Gorakhpur on Two years rate contract basis. AIIMS may hire following vehicles on daily basis, number of days of hiring and number of vehicles may depend upon the requirement.

S.NO.	Vehicle	No. of vehicle
1	Innova "GX" or equivalent	2
2	Swift Dezire or equivalent	2

**\* The bidder must quote for all vehicles otherwise the bid will be summarily rejected.**

**\* Numbers of vehicles are tentative. The Competent Authority of AIIMS, Gorakhpur may increase/ decrease the number of vehicles as per the requirement.**

- Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. No hardcopy of tender document is to be submitted at AIIMS, Gorakhpur.**
- The complete bidding process is online. Bidders should be in possession of valid digital Signature Certificate (DSC) of class III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. For free of cost training of e-bidding process, if required, and for any other assistance bidder may contact to the helpdesk at 0291-2740741.
- Tenderer/Contractor are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>'.**
- Not more than one tender shall be submitted by one contactor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
- Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- EMD Payment:**  
The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs. 60,000/- (Rupees Sixty Thousand Only) by way of demand drafts or Bank Guarantee or FDR only. The demand drafts shall be drawn in favour of "**All India Institute of Medical Sciences, Gorakhpur**" payable at Gorakhpur. **The demand drafts or Bank Guarantee or FDR for earnest money deposit must delivered to the AIIMS, Gorakhpur on or before last date/time of submission of bids.** The EMD of the successful bidder shall be returned after the successful submission of Bank Guarantee/ Security Deposit and for unsuccessful bidder(s) it would be returned after award of the contract. Bid(s) received without demand drafts of EMD will be rejected.  
The firms who are registered with National Small Industries Corporation (NSIC) / OR Small Scale Industrial (SSI) are exempted to submit the EMD (copy of registration must be provide along with).  
The Hard Copy of original instruments in respect of earnest money deposit must be delivered to the AIIMS, Gorakhpur on or before bid opening date/time. Tenderer shall likely to be liable for legal action for non-submission of original payment instrument against the submitted bid.
- Submission of Tender:**  
The tender shall be submitted online in two part, viz., technical bid and financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.
- The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

**Technical Bid**

The following documents are to be furnished by the Contractor along with **Technical Bid** as per the tender document:

- i) Signed and Scanned copy of appropriate value of valid registration certificate, experience certificate as per the tender notice, PAN, GST registration certificate and Tender Acceptance Letter.
- ii) Signed and Scanned copy of documents.

**Financial Bid –**

- i. **Bidder must submit financial bid in .xls (Excel workbook 97-2003 workbook) only.**

**Deputy Director (Admin)  
AIIMS, Gorakhpur**

**TECHNICAL BID**

1.	Name & address of the Bidder/ firm with phone number, email and name & telephone / mobile number of contact person. <b>(In case of Proprietary/ Partnership firms, the bid has to be signed by Proprietor/ Partner only, as the case may be)</b>			
2.	Experience		In following format	
S. No.	Name & Organization with complete address & telephone nos. to whom service provided	From - to	Total contract period (in year/ month) and total contract amount (in Rs.)	Reasons for termination
3	Set up of your agency, clearly indicating details of managerial, supervisory & other staff including name of drivers, their residential address with phone nos., license no. & expiry date.			
4	Registration & incorporation particulars :- If Proprietorship, partnership, Private Limited, Public Limited <b>(Please attach attested copies of documents of registration / incorporation of your firm as required by business law )</b>			
5	ESI Act 1948 Registration Number			
6	EPF& MP Act 1952 Registration number			
7	Infrastructure capabilities :- Particulars of the vehicle viz. type , make , registration etc.			
8	Valid ISO 9001-2015 certificate <b>(Please attach attested copy)</b>			
9	Valid ISO 14001-2015 certificate <b>(Please attach attested copy)</b>			
10	Undertaking of the agency confirming the availability of adequate vehicle required for deployment at AIIMS Gorakhpur			
11	Bank Details Address , A/C No.			
12	PAN No. <b>(please attach attested copy)</b>			
13	GST Registration No. <b>(Please attach attested copy)</b>			
14	Attested copy of the last income tax return			
15	Please attach agency's balance sheet (duly certified by a Chartered Accountant for last 3 financial year)			

16	Please submit an undertaking that no case is pending with the police against the proprietor/firm/partner or the company (agency).	
17	Following details of the <b>DD/ FDR/ Bank Guarantee of Rs. 60,000/-</b> towards earnest money deposit. DD No.: Date : Drawn on :	

Declaration by the tenderer:-

I / we hereby declare that I / we before signing this tender have read and fully understood all the terms & conditions contained herein and undertake myself / ourselves to abide by them.

I /We further declare that the information/ documents furnished above are true and correct and any I / we undertake that any discrepancy (ies) found on later occasion, will liable me /us any action as deemed fit by the AIIMS, Gorakhpur.

Place:

Date:

-----  
(Signature of Bidder/Authorized signatory)

Name:-

Address:-

Phone:-

Email:-

Seal of the Bidder

**ANNEXURE 'A'**  
**TERMS & CONDITIONS**

**A. General instruction:**

1. A pre bid meeting shall be held in the AIIMS Gorakhpur to clarify any queries of the tenderer on **11<sup>th</sup> July, 2019 at 4:00 PM.**

2. **Period:** - Duration of contract will be two years from the date of award of contract with an option of extension for a period of two years, one year at a time at the same rate as well as same terms and conditions.

The contract is awarded for period of two years and the rates at which the contract is awarded will be valid throughout the contract period and no claims for increase in rate whatsoever on account of increase in cost of fuel and other factors such as statutory payments, minimum wages, etc., shall be entertained. It will be the responsibility of contractor to bear such additional expenses.

3. All the Technical Bid will be scrutinized, by the evaluation committee constituted by the Director to check all relevant documents for their authenticity and the Tenderer whose Technical tenders are accepted will be informed about the date and time for opening the Financial Bid.

4. No tenderer will be allowed to withdraw after submission of the tenders within the bid validity period otherwise the EMD submitted by the tendering firm would stand forfeited.

5. In case the successful tenderer declines the offer of contract, for whatsoever reason(s), his EMD will be forfeited.

6. The Tenderer is expected to work out their own rates based on the detailed description of items, the specifications and conditions and finally arrive at the cost of the Work/Service.

7. The Tenderer shall be deemed to have satisfied itself before tendering as to correctness and sufficiency of its Tender. The rates and prices quoted shall, except as otherwise provided, cover all its obligations under the contract and all matters and things necessary for proper completion and maintenance of the Works/Services. Where necessary, before submitting its Commercial Bid the Tenderer should inspect and examine the site and its surroundings and shall satisfy itself about form and nature of the Site, the quantities and nature of the Work/Service and materials necessary for the completion of the Works/Services, means of access to the site, the accommodation it may require, and in general, obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect its Tender.

8. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

9. A formal contract shall be entered into with the successful tenderer. In this contract, the successful tenderer shall be defined as contractor.

10. **The successful tenderer will have to deposit a Bank Guarantee/ FDR of 10% of total annual cost of the work by way of Bank Guarantee/ FDR of scheduled bank in favour of AIIMS, Gorakhpur payable at Gorakhpur valid for 60 days beyond the expiry period of contract.**

11. The successful Tenderer will have to deposit the Bank Guarantee and commence the work within 15 days of acceptance of tender otherwise the contract may be cancelled and EMD will be forfeited.

12. Each page of the tender documents and papers submitted along with, should be numbered signed and stamped by the authorized signatory in acceptance of the terms and conditions laid down by the AIIMS Gorakhpur.

13. The Director, AIIMS, Gorakhpur reserves the right to withdraw/relax/modify any of the terms and conditions mentioned in the tender document if it is felt necessary in the benefit of the Institute.

14. The Director, AIIMS, Gorakhpur reserves the right to reject all or any tender in whole, or in part, without assigning any reasons thereof.

**Information & Instructions for Bidders:-**

1. The bid should be type-written. The bidder should sign each page of the application.

2. Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialing, dating and rewriting. Pages of the eligibility criteria document are numbered. Additional

sheets, if any added by the contractor, should also be numbered by him.

3. Signing of Tender:- Individuals signing tender or other documents connected with the contract specify: -

- (i) Whether signing as a "Sole Proprietor" of the firm or his attorney.
- (ii) Whether signing as a "Registered Active Partner" of the firm or his attorney.
- (iii) In the case of companies and firms registered under the Indian Partnership Act, the capacity in which signing, e.g. Secretary, Manager, Partner etc. or their attorney and produce.

Copy of document, empowering him to do so, if called upon to do so.

***Note: In case of unregistered firms all the members or all attorneys duly authorized by all of them or the Manager of the firm should sign the tender and subsequent documents.***

4. References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the bidder should be signed by an officer not below the rank of Executive Engineer or equivalent.

5. The bidder may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of eligibility criteria document unless it is called for by the Employer.

6. Any information furnished by the bidder found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering/taking up of work in AIIMS.

## **B. Eligibility criteria**

1. The firm should have registered office at Gorakhpur. The firm should not be blacklisted by any department of Central/ State Government.

2. The average annual turnover of services provided by the bidder should not be less than Rs. 30,00,000/- during the last three consecutive years ending on 31<sup>st</sup> March 2018, as per their audit books of accounts/Tax Returns. (Copy of supporting documents must be attached).

3. The Bidder shall have at least 3 years experience of providing vehicles to Central Government department/ Autonomous Institutions/Universities/Public Sector undertakings for the Government of India.

4. The firm should be registered under ESI Act, 1948 and should not be defaulter under ESI Act, 1948. Attach NOC or supporting document in this regard.

5. The firm should be registered under Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and should not be defaulter under Employees' Provident Funds and Miscellaneous Provisions Act, 1952. Attach NOC or supporting document in this regard.

6. The firm must submit valid ISO 9001-2015 certificate. **(Please attach attested copy).**

7. The firm must submit valid ISO 14001-2015 certificate. **(Please attach attested copy).**

8. If vehicle is not commercially registered, approved contractor, shall get the vehicle commercially registered within 30 days from the award of the work and submit the proof to AIIMS, Gorakhpur. An undertaking in this regard is mandatory by the bidder.

9. The bidder shall also submit full details of the vehicles that can be assigned in their favor and shall give a clear declaration that the firm will be able to supply commercial vehicles of model not older than 2018.

10. The bidder shall not act as a broker for other hire companies or any individual and the contract will be valid only if the company signing the contract supplies the vehicles themselves from their own fleet.

11. The AIIMS, Gorakhpur will be under no legal obligation to provide employment to any of the personnel of the contractor of the contractor after expiry of agreement period and the AIIMS, Gorakhpur recognizes no employer- employee relationship between the AIIMS, Gorakhpur and the personnel deployed by the contractor/ agency.

12. Vehicles provide by the AIIMS, Gorakhpur should bear Commercial Taxi Cab registration numbers and should have comprehensive insurance and drivers so provided with the vehicles shall have LMV Driving license Uniform and Batch.

13. The vehicles should confirm to the Pollution norms prescribed, if any, by the Transport Department of Government of Uttar Pradesh.

14. The contractor shall provide names, address of the drivers along with their license number and copies within one week of the award of the contract.

### **C. Information and Conditions relating to Submission of Bids:**

1. The bid shall remain valid for 180 days after the date of opening of bids.

2. The bidder is requested to examine all instructions, forms, terms and specification in the Bid documents. Failure to furnish all the information required as per Bid documents or submission of the bids not substantially responsive to the Bid documents in every respect will be at the bidder's risk and may result in rejection of the Bid.

3. Bidder will **necessarily sign & seal each page of the tender document** including terms & conditions as token of acceptance of the bid failing which his bid will be rejected summarily. All pages including enclosures submitted by bidders are required to be duly numbered and any over writing/ erasures in the bid made by the bidder shall be signed by the person signing the bid.

4. The Bid with conditions other than those specified in the Bid document is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the Bid is opened.

5. The bidder shall quote as per price schedule given in financial bid for all types of vehicles required for. The price quoted by the bidder shall remain fixed during entire period of contract & shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected. **The Bidders will quote for each and every vehicle. In case of non-quoting of rate of any vehicle by any bidder(s), their tender will be summarily rejected.**

6. Any person who is in Government service or an employee of AIIMS, Gorakhpur should not be made the contract by the contractor directly or indirectly in any whatsoever.

7. The vehicles and Drivers shall remain available all the times as per Duty Roster and shall not leave place of Duty without prior permission.

8. AIIMS, Gorakhpur shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within 10 days of issue of letter of intent, give his acceptance along with Performance Security.

9. **The Bid Security may be forfeited if** (a) the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form; and, (b) the successful bidder fails (i) to sign contract (ii) to furnish performance security within stipulated time.

10. Failure of the successful bidder to comply with any of the terms & conditions shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security. In such eventuality, AIIMS, Gorakhpur reserves the discretion either to make the award to any other bidder or call for new bids. The decision of AIIMS, Gorakhpur in this regard will be final & binding.

11. 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 the Director, AIIMS, Gorakhpur, or any authority as appointed by the Director, AIIMS, Gorakhpur. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. The venue of the arbitration proceeding shall be such place as the arbitrator may decide.

#### **D. Scope of work**

1. Provision of commercial vehicles with licensed drivers, registered Commercial vehicles on Hiring basis for running for AIIMS, Gorakhpur in Headquarter (Gorakhpur) or outside the headquarter.
2. It is clearly noted that AIIMS, Gorakhpur shall place the above / any of the above order only as per the actual requirement from time to time. AIIMS, Gorakhpur reserves the right to increase or decrease the required quantity of services without any change in hiring charges of the offered quantity or other terms and conditions at the time of award of contract or at any time during the currency of the contract.
3. **Normally duty hours will be 08:00 AM to 08:00 PM daily. However, vehicle can be called for anytime with a prior 30 minutes notice. Further, for better administrative control all the vehicles will be parked at AIIMS, Gorakhpur only after regular duty hours. Use of vehicles by the contractor for any purpose except for AIIMS, Gorakhpur is strictly prohibited during the contract period.**
4. Notice period for regular requirements will be one day in advance and telephonic intimation shall be considered as notice. Normally, reporting place will be at the AIIMS, Kunraghat, Gorakhpur, Uttar Pradesh, Gorakhpur. However, actual place of reporting shall be specified by the users of vehicles.
5. The meter reading should tally the actual distance of run at any instant and the Administrative Officer, AIIMS, Gorakhpur shall have full powers to check up the meter for its correctness and to take action accordingly.
6. In case of break down, vehicles have to be replaced by other immediately (not more than one hour gap). In case of non-availability of suitable vehicle, a penalty of Rs. 200/- for the said break down shall be imposed in addition to deduction on pro-rata basis for the said period. Continuation of non-availability of suitable vehicle on another day shall construe to another break down, and will be liable to the penalty of Rs. 300/- and pro rata deduction. In case, occurrence of such break down exceeds three times in a month, a penalty of Rs. 1000/- per break down shall be imposed.
7. Non-availability of designated vehicles/ replacement of such vehicles without prior notice during normal duty hours will also attract a penalty of Rs. 1,000/- per day. Denial / non-availability of vehicles during extra hours, will also attract a penalty of Rs. 1,000/-.
8. Vehicle should be in roadworthy condition with neat and clean seat covers along with spare tyres, tools and kits for petty repairs and replacement of tyres. Seat covers required to be periodically washed and changed for the cost of which shall be borne by the contractor.
9. Monthly bills duly verified shall be submitted in duplicate to the Administrative Officer, AIIMS, Gorakhpur. Payment of any Government tax or duty for plying the vehicles will be liability of the contractor. However, **GST shall be paid extra as per actual on production of GST challan along with monthly bill.** Parking & toll charges, if any, may be claimed on production of parking / toll slips. Bills when submitted, shall be supported by the following documents:

- (a) Certificate to the effect that “Conditions as envisaged Government of India and other Statutes on the subject have been complied with.”
- (b) Copies of the remittance such as EPF, ESI etc. shall be enclosed.
- (c) The company will ensure that all their personnel should possess bank account and their salaries are remitted to their account.

10. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.

11. The contractor shall assign the job of driving of hired vehicles only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while running the vehicle by ensuring safe driving. AIIMS, Gorakhpur shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to AIIMS, Gorakhpur have to be suitable compensated by contractor.

12. In no case a vehicle which is not registered for the commercial purpose shall be supplied to AIIMS, Gorakhpur and taxes etc. due to on such vehicles shall be liability of the contractor.

13. The contractor shall send the vehicle for periodical servicing at his own cost. AIIMS, Gorakhpur will not pay any mileage run for such servicing nor any deduction be made for the duration involved in such servicing. The cost of lubricants, repairs, maintenance, taxes insurance, etc. will be to the contractor's liability.

14. Regular checking of meter by the designated transport authority may be done by the contractor, and documents may be shown to the Administrative Officer, AIIMS, Gorakhpur as and when demanded.

15. The contractor / authorized representative and all the drivers should be equipped with round the clock communication facility (mobile etc.)

#### **E. GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT**

1. The successful bidder shall be required to deposit an amount equal to 10% of annual contract value as Performance Security within 2 weeks of issue of Notification of Award.

2. Performance Security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank payable at Gorakhpur and the Performa provided with the tender document. Performance Security will be discharged after completion of contractor's performance obligations under the contract.

3. If the contractor fails or neglects any of his obligations under the contract it shall be lawful for AIIMS, Gorakhpur to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

4. AIIMS, Gorakhpur may, without prejudice to any other remedy for breach of contract, terminate the contract in whole or in parts.

(a) If the contractor 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 AIIMS, Gorakhpur.

(b) If the contractor fails to perform any other obligation(s) under the contract.

5. AIIMS, Gorakhpur 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.

6. AIIMS, Gorakhpur may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

7. 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 event 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 AIIMS, Gorakhpur as to whether the supplies have been so resumed or not shall be final and conclusive, 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.

#### **F. SPECIAL CONDITIONS OF CONTRACT**

1. The liability under relevant sections of Motor Vehicle Act 1968 and IPC causing death or permanent liability developed in the vehicle supplied by the contractor, AIIMS, Gorakhpur shall have no responsibility whatsoever and will not entertain any claim in this regard under the provision of the law.
2. The contractor shall when called upon to do so, place at the disposal of AIIMS, Gorakhpur such number of vehicles as may be required although the number of vehicles so demanded may be more than the number of vehicles, he is required to supply for the purpose of execution of the contract at same rate and terms and conditions.
3. AIIMS, Gorakhpur reserves right to counter offer price to any of the prospective contractors against price quoted by the bidder.
4. The Bidders will quote for each and every item. In case of non-quoting of rate of any item by any bidder(s), their tender will be summarily rejected.
5. The AIIMS, Gorakhpur reserves the right to terminate the contract without assigning any reason by giving the notice of 30 days to the contractor.

**AGREEMENT FOR VEHICLE HIRE (On Stamp Paper)**

This agreement is made on this \_\_\_\_\_ day of 2018 between M/s \_\_\_\_\_ (Herein after called the Transporter whose term includes its successors and assignees) whose registered office is at \_\_\_\_\_ and is registered under \_\_\_\_\_ and acting through its authorized official Sh. \_\_\_\_\_ and All India Institute of Medical Sciences, Gorakhpur (herein after called the AIIMS whose term includes its successors and assignees) whose office is situated at Gorakhpur-342005 and acting through its Administrative Officer Sh. \_\_\_\_\_, at AIIMS, Gorakhpur.

The Transporter will provide Commercial vehicles on hire basis for AIIMS, Gorakhpur for official use on the terms and conditions herein contained, and rates as mentioned in Appendix-I.

The "Transporter" has deposited Rs. \_\_\_\_\_ (Rupees) as interest free Performance Security.

Now these present witnesses and it is hereby agreed and declared by and between the parties to these present as followings.

1. The Transporter shall during the period of this contract that is to say from \_\_\_\_\_ to \_\_\_\_\_ or until this contract is determined by such notice as herein after mentioned, will provide commercial vehicles not older than 2018-year model, on the rates accepted as described in schedule vide Appendix-I to this agreement. It is agreed by the Transporter that number of vehicles required is likely to change and may be demanded according to the exigencies of service by AIIMS, Gorakhpur.
2. The Transporter shall comply with all the terms and conditions of tender documents contained which are part and parcel of this agreement and forms integral part of this agreement and also the following.
3. The Administrative Officer of AIIMS, Gorakhpur shall place an order for vehicle requirement for the official purpose and will receive acknowledgement from the Transporter for supply of vehicles. It is anticipated that the Transporter will supply vehicles to the Administrative Officer on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.
4. Transporter will provide vehicles to AIIMS, Gorakhpur not older than 2018 model and registered for the commercial purpose only and taxes; insurance etc. due on such vehicles shall be the liability of the transporter.
5. The Transporter should provide the particular model or make of vehicle as agreed upon in the contract. AIIMS, Gorakhpur only reserves the right to substitute it with another similar vehicle. If for any reason whatsoever AIIMS, Gorakhpur is not happy with the condition of the vehicle provided, the Transporter's nearest office will be informed immediately and they should accept and liability to replace it as per requirement. If for any reason the Transporter is not in a position to provide a substitute vehicle as demanded by AIIMS, Gorakhpur then AIIMS, Gorakhpur will be in liberty to engage a vehicle from the open market and debit the expenditure on account of it on the claims payable to the Transporter.
6. Transporter will submit bills to the Administrative Officer, AIIMS, Gorakhpur on monthly basis duly verified by Transport Supervisor for release of payment.
7. The driver of the vehicle shall be provided with the duty slips by the Transporter where date, time kilometers reading and places visited are to be filled in and signed by the AIIMS Gorakhpur users. On the basis of these duty slips, the bills shall be raised to the Administrative Officer, AIIMS, Gorakhpur by the transporter.
8. If the Transporter fails to provide the vehicle to AIIMS, Gorakhpur and if the service is not found satisfactory enough, AIIMS, Gorakhpur shall have the right to terminate the contract in whole or part as per relevant terms & conditions of the Tender Document.
9. In the event of any mechanical failure/ breakdown of vehicle after it's reporting duty, the transporter shall arrange for replacement by another Commercial Vehicle. Non-compliance may attract penalty as per relevant terms & conditions of the Tender Document.

10. In the event of failure on the part of transporter to supply vehicles to AIIMS, Gorakhpur owing to the facts & circumstances as mentioned in the preceding paragraph, penalty as per relevant terms & conditions of the tender document shall be imposed.

11. In case of any accident resulting in loss or damage to property of life, the sole responsibility for any legal or financial implication would vest with the transporter. AIIMS, Gorakhpur shall have no liability whatsoever.

12. The Tender Document No \_\_\_\_\_, which is annexed to this agreement, shall form part and parcel of this Agreement and integral part of this agreement.

13. The transporter is liable for any legal dispute/cases/claims that have arisen or may arise during the currency of the agreement in respect of vehicles provided by transporter. AIIMS, Gorakhpur will not be liable for any loss, damages, etc. suffered/ to be suffered by transporter or third party as the case may be.

14. If for any reason AIIMS, Gorakhpur is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the hire period, it will be reported to the Transporter in writing. The Transporter without raising any dispute on such assessment by AIIMS, Gorakhpur 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.

15. The Transporter shall also be liable for all fines, penalties, and the like of parking, traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period and any toll Charges or entry Taxes payable locally and the Transporter accordingly indemnifies AIIMS, Gorakhpur against all such liability.

16. If the Transporter institutes any legal proceedings against AIIMS, Gorakhpur to enforce any of its rights under this agreement it shall be in the legal jurisdiction of AIIMS, Gorakhpur where the vehicle has been hired and not the place where the Transporter has his registered office.

Signed \_\_\_\_\_

Signed \_\_\_\_\_

For and on behalf of AIIMS, Gorakhpur

For and on behalf of the Transporter

Name (in block letters)

Name (in block letters)

Designation

Designation

Address

Address

Date

Date

In the presence of Witnesses

In the presence of Witnesses

1.  
2.

1.  
2.

**Appendix - I**

(Part of Agreement for vehicle hire)

**Period of contract: - TWO YEARS**

<b>S.NO.</b>	<b>Vehicle</b>	<b>No. of vehicle</b>	<b>Model</b>	<b>Make</b>	<b>Monthly contracted Kilometers</b>
2	Innova "GX" or equivalent	2			2500
3	Swift Dezire or equivalent	2			2500

- Number of vehicle may vary as per requirement.

Signed \_\_\_\_\_

Name &amp; Designation \_\_\_\_\_

Date \_\_\_\_\_

**Annexure-II**  
**Term and Conditions**

1. **Work:-** The tender is for awarding the contract for hiring of taxis on daily/monthly basis as per requirement by the AIIMS, Gorakhpur for official use.
2. **Period:-** The contract is awarded for period of two years from the date of award of contract with an option of extension for a period of two years, one year at a time at the same rate as well as same terms and conditions and the rates at which the contract is awarded will be valid throughout the contract period and no claims for increase in rate whatsoever on account of increase in cost of fuel and other factors such as statutory payments, minimum wages, etc., shall be entertained. It will be the responsibility of contractor to bear such additional expenses.
3. **Earnest Money Deposit (EMD):-** Tenderers shall have to deposit EMD of **Rs. 60,000/-** (Rupees Sixty thousand only) in the form of Demand Draft/Pay order/FDR in favour of the AIIMS, Gorakhpur, payable at Gorakhpur, Uttar Pradesh along with the tenders. Tender received without EMD will not be entertained/ considered. No interest will be paid on the EMD.
4. **Forfeiture of EMD:** - The tenderer will not be allowed to withdraw the tender after the same is received in the AIIMS, Gorakhpur. In case the tenderer withdraws from the process the EMD deposited by him will be forfeited.
5. **Security Deposit:** - The successful tenderer will have to deposit a security of **10% of the annual contract value** in the form of a Demand Draft/Pay order / Bank guarantee from a scheduled bank in favour of the AIIMS, Gorakhpur. EMD of the successful tenderer will be converted into the security deposit on request.
6. The tender should be submitted by only a registered and well established Transport Agency/Firm. Proof to this effect to be enclosed along with the tender.
7. **Rates may be quoted for 24\*7\*365 (24 hours a day/ 7 days a week/ 365 days a year).**
8. The vehicles should be of 2018 or subsequent models, in very good running condition with clean interior and good upholstery and valid Pollution Under Control (PUC) certificate. In case condition of taxis is not found to be satisfactory, they shall be returned for immediate replacement.
9. **Fleet:-** The firm submitting the tender must have sufficient fleet of cars which have been registered after 01.01.2019. Proof of this will have to be enclosed by way of submission of copy of Registration Certificate.
10. The firm would ensure that drivers employed have valid driving license and carry the necessary registration paper, Licence etc. should be educated and well behaved, and also conversant with the traffic rules/regulations and city roads/routes.
11. The firm should have adequate number of telephones for contact round the clock. AIIMS, Gorakhpur can request for the vehicle at short notice and the firm shall provide

the vehicle within such time on receipt of the AIIMS, Gorakhpur request in writing/over phone failing which the AIIMS, Gorakhpur is at liberty to make alternative arrangement for hiring of vehicle at the risk of cost of the firm.

12. AIIMS, Gorakhpur may need additional vehicles to be hired, as per requirement. The vehicles requisitioned by this Department, should reach the stipulated destination, within a maximum time of 30 minutes. It may be noted that the number of taxis to be hired and the number of days of hiring may vary depending upon the actual requirements.
13. The firm shall comply with all statutory enactments/provisions in relation to services offered by them.
14. It will be the responsibility of the Driver to carry the proper valid insurance at all times in respect of the vehicle and also the passengers. Proof of valid insurance of all the vehicles quoted by the firm should be enclosed. The firm shall also agree to indemnify the Department against all losses and claims.
15. The AIIMS, Gorakhpur shall be liable to pay the hiring charges only. Being the owner of the vehicles, any other liability shall be borne by the contractor. If during the course of engagement of the vehicles to the services of the AIIMS, Gorakhpur, any harm due to accidents etc. is caused either to the vehicle or to the third party, department will not be responsible. Any liability arising out of such accident will be the responsibility of the firm only. All incidental expenditure towards repair will be borne by the contractor.
16. No advance payment will be made by the AIIMS, Gorakhpur. The billing will be done on a monthly basis and the bill should be submitted by the firm by the first week of the following month. The payment will be made only for those duty slips which have been signed by the officer/staff using the vehicle. It will be the responsibility of the driver to get the duty slips signed by the user officers. Duty slips should be complete in all respects in terms of start kilometer, end kilometer, distance covered, and time for start of duty for AIIMS, Gorakhpur, time closure of duty at AIIMS, Gorakhpur, places visited, etc.
17. The rates quoted should be excluding the Goods and Service tax (GST). The GST will be paid additionally only after receiving the photocopy of the GST registration certificate. No GST will be paid if the operator fails to provide proof of GST registration certificate. No GST will be paid if the operator fails to provide proof of valid GST registration. Latest income tax clearance certificate and PAN is also required to be submitted by the operator.
18. The journey to the destination and back shall be undertaken by the shortest route possible. In case of breakdown of any vehicle ferrying official duty, it shall be the responsibility of the firm to provide a replacement immediately. If no replacement is provided on time, alternative arrangement will be made and the cost thereof will be deducted from the payment to be made to the firm.
19. The vehicles provided to AIIMS, Gorakhpur should fulfill the norms prescribed by the Uttar Pradesh Government, Department of Transport for hired vehicles.

20. The financial bids of only those tenderers who satisfy all the requirements/conditions stipulated in the document will be considered. Quotations with any cutting or overwriting in the figures will not be considered.
21. Toll tax, Entry tax, Permit fee for crossing border if any, parking charges will be borne by the AIIMS, Gorakhpur for which the original receipts should be submitted.
22. All incidental expenditure towards repair will be borne by the vehicle owner. The firms should have the capacity of repairing their vehicles in a short time and during repair time the firm would place a substitute vehicle and driver immediately.
23. No compromise will be made by AIIMS, Gorakhpur towards punctuality, cleanliness, obedience, promptness, behavior etc. If the tenderer, at any point of time during official duty, fails to perform duties, as directed by the AIIMS, Gorakhpur, the EMD will be forfeited and contract will be cancelled forthwith without any notice by the Competent Authority.
24. While the AIIMS, Gorakhpur has a regular requirement for hiring of vehicles it shall have the right not to utilize the services at all or at any time or any period without giving any notice.
25. In case of dispute of any kind and in any respect whatsoever, the decision of The Director, AIIMS, Gorakhpur shall be final and binding.
26. The contract could be considered for extension based on satisfactory service performed by the firm and by mutual agreement for such further period(s) as may be agreed upon, but not exceeding one year at a time.