



**Bid Document**  
**FOR**  
**EMPANELMENT OF TRAVEL AGENCIES/VENDORS**  
**FOR HIRING OF VEHICLES ON DAILY/MONTHLY BASIS**

**By**

**Assam Electricity Grid Corporation Limited**  
**Registered Office: (First Floor), Bijulee Bhawan**  
**Paltanbazar; Guwahati -781001**

**NIT No: AEGCL/MD/HR/V. Policy/153/2022/88**

**Dated: 05.03.2024**

PHONE: 0361-2739520  
Web: [www.aegcl.co.in](http://www.aegcl.co.in)

**ASSAM ELECTRICITY GRID CORPORATION LIMITED****OFFICE OF THE MANAGING DIRECTOR****Regd. Office : (FIRST FLOOR), BIJULEE BHAWAN, PALTANBAZAR; GUWAHATI - 781001****CIN: U40101AS2003SGC007238GSTIN: 18AAFCA4973J9Z3****PHONE: 0361-2739520 Web: [www.aegcl.co.in](http://www.aegcl.co.in)**

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**E-TENDER NOTICE**

Assam Electricity Grid Corporation Limited (AEGCL), invites e-tenders from registered vehicle suppliers/Travel Agencies for providing hired vehicles on monthly/daily basis for corporate office of AEGCL. The Bid document can be downloaded from the website [www.assamtenders.gov.in](http://www.assamtenders.gov.in). The downloaded Bid document shall be accepted provided the Bidder submitted the amount of Rs. 1180/- (Rupees One Thousand One Hundred and Eighty) only (Rs. 1000/- + GST@18%) non-refundable as a Tender Processing Fees only from any nationalized bank or scheduled bank of RBI having their regional branch office in Guwahati (Assam) drawn in favour of "The Managing Director, AEGCL", payable at Guwahati. The schedule to the invitation of tender is given below:

SL No	Particulars	Details
1	Tender document publishing date & time	07/03/2024 12:00 hrs.
2	Pre-bid meeting date & time	14/03/2024 12:00 hrs
3	Bid submission start date & time	19/03/2024 10:00 hrs.
4	Bid submission end date & time	27/03/2024 15:00 hrs.
5	Technical Bid opening date & time	28/03/2024 15:00 hrs.
6	Venue for Opening of tender	Office Chamber of CGM(O&M), CAR 1st Floor, Bijulee Bhawan, Paltanbazar, Guwahati
7	Bid validity	180 days
8	Bid security	₹10,000 (Rupees Ten Thousand) only
9	Estimated Contract Value(INR)	₹450 Lakhs

The interested Bidders are required to submit the hard copy of technical bids to "The General Manager (HR), O/o The Managing Director, AEGCL, 1<sup>st</sup> Floor, Bijulee Bhawan, Guwahati-781001, along with uploading of Technical Bid & Financial Bid in the [www.assamtenders.gov.in](http://www.assamtenders.gov.in).

The Micro and Small Enterprise (MSE) bidders with valid UDYAM registration under tendered category of services shall be exempted from payment of Tender Processing Fees and Bid security.

AEGCL shall not be held responsible for late delivery/loss in transit/ any damage in case of submission of the bid document by the bidders. AEGCL reserves the right to accept or reject any or all bids either in part or in full without assigning any reason thereof. The tendering process may be cancelled in any stage without notice and shall not liable for any legal liabilities.

  
 General Manager (HR), AEGCL

Dated: 05.03.2024

Memo No: AEGCL/MD/HR/V. Policy/153/2022/88(a)

Copy to:

1. The PS to the MD, AEGCL, Bijulee Bhawan, Paltanbazar, Guwahati-1. For kind information of the MD, AEGCL.
2. IT Cell, O/o the MD, AEGCL for uploading in the websites i.e. [www.aegcl.co.in](http://www.aegcl.co.in), etc.
3. PR Cell, O/o the MD, AEGCL 1<sup>st</sup> Floor, Bijulee Bhawan: For publication in newspapers.
4. Relevant file.

  
 General Manager (HR), AEGCL

## SECTION I

### SCOPE OF WORK

The scope of work for this Bid Document is to provide vehicles of different categories to AEGCL on monthly / daily basis within and outside Guwahati on need basis as per terms & conditions specified herein.

1. **Service:** Provision of commercially registered vehicles with licensed drivers on hiring basis for transportation primarily within the State of Assam and if need be, any destination of Meghalaya, Nagaland, Manipur, Mizoram, Arunachal Pradesh and Tripura.
2. **Duty hours:** The vehicles will be under the possession of AEGCL and the driver should be available for 24x7 duty as and when required.
3. Vehicles that are proposed to be provided on monthly basis to AEGCL (excluding daily basis) must be in mint condition and must not be older than 7 (Seven) years at any point of time during the contract period.
4. **Technical Bid:** The Bidder shall enclose details relating to the Technical Bid as per format at section-III of the bid document. Tender Processing Fees and Bid Security in the form of Demand Draft in favour of the Managing Director, AEGCL, payable at Guwahati along with uploading of scanned copy of Tender Processing Fees & Bid Security with Technical Bid in website.

**Note: The Bidder must be responsive in all the parameters of the Technical Bid for opening of the Financial Bid.**

5. **Financial Bid:**
  - I. Bids will have to be quoted as Section-IV of the bid document (Part A, B & C) in the Bidders letter pad and shall be submitted in the Financial Bid.
  - II. The Financial Bids of only those firms who qualify in the Technical Bids will be opened in the presence of Bidders.
  - III. The price quoted by the Bidder shall remain fixed during the entire period of the contract as per agreement.

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**6. Estimated quantities of vehicles required:**

SL No	Vehicle make/similar category	Estimated nos. of vehicles on Monthly Hire basis	Estimated nos. of vehicles on Daily Hire basis within Guwahati	Estimated nos. of vehicles on Daily Hire basis outside Guwahati
<b>1</b>	Toyota Innova Crysta or equivalent MUV	<b>5</b>	<b>1</b>	<b>1</b>
<b>2</b>	Mahindra Bolero Classic B6 Diesel or equivalent Mid size SUV	<b>7</b>	<b>1</b>	<b>1</b>
<b>3</b>	Mahindra Bolero Classic B4 Diesel or equivalent Mid size SUV	<b>2</b>	<b>1</b>	<b>1</b>
<b>4.</b>	Maruti Swift Dzire LXI/Hyundai Aura 1.2 Petrol or equivalent compact Sedan	<b>4</b>	<b>1</b>	<b>1</b>
<b>5</b>	Maruti EECO AC 5 str/Maruti Wagon R LXI/Tata Tiago XE or equivalent	<b>11</b>	<b>1</b>	<b>1</b>
<b>6</b>	Mahindra Bolero Camper or equivalent double cabin Pick-up truck	<b>1</b>	<b>1</b>	<b>1</b>



## SECTION II

### BID SUBMISSION FORM

(This form is to be submitted using the official letterhead of the agency/firm)

To,

The General Manager (HR),  
Assam Electricity Grid Corporation Ltd,  
Bijulee Bhawan, Paltanbazar,  
Guwahati-781001

Ref: NIT No \_\_\_\_\_ dated \_\_\_\_\_

Sub: Submission of Bid for Empanelment of Travel Agencies/Vendors for Hiring of Vehicles on Daily/Monthly basis at corporate office of AEGCL.

Sir,

I/We, the undersigned, hereby submit our Technical Bid & Price Bid in two separate sealed envelopes;

In submitting the bid, I/we hereby declare that:

1. Having read the Bid document in its entirety and services to be provided, I/we, offer to participate in providing vehicles on daily/monthly hired basis to AEGCL in conformity with the terms and conditions specified in the bid and have no reservations whatsoever.
2. I/We offer to provide service in conformity with the bid document and in accordance with the specifications specified in the document.
3. My/Our bid shall be valid for the period of 180 days from the deadline fixed for its submission.
4. I/We meet the eligibility requirements and have no conflict of interest. I/We am/are not participating in more than one bid in the bidding process and I/we have not been suspended or debarred or blacklisted by any Central Government/State Government/PSU, etc. in India.
5. I/We hereby certify that I/we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of corrupt, fraudulent, collusive, coercive, or obstructive practices, and we will strictly observe all the laws against fraud and corruption in force in India including, "Prevention of Corruption Act, 1988 (including any modifications thereafter).
6. I/We understand that you are not bound to accept any Bid you may receive and may also empanel more than one agency for the stated services under this NIT.
7. I/We hereby declare that particulars furnished herewith are true and correct as per my/our knowledge and belief. In the event of any particulars are found to be false, I/we shall be liable to such consequences/lawful actions as AEGCL wish to take.

Signature .....

(Name, Designation of Authorized .....  
Signatory with Seal)

### SECTION III

#### TECHNICAL BID

(This form must be submitted using official letterhead of the agency)

**Bid Identification No:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

SL. No.	Particulars	Details to be filled
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Whether Individual/Firm/Company/Proprietary Concern	
4.	Name of the sole Proprietor/Managing Partner etc.	
5.	Particulars of the Authorized Signatory of the Bidder	Name: Designation: Mobile Number: E-mail id:
6.	Registration under competent authority for providing vehicles on hire. (Copy of evidence of Registration)	
7.	Trade License No.	
8.	GST Registration No.	
9.	PAN Card No.	
10.	Experience of providing minimum 5 nos. of vehicles at least for 3(three) years in the Govt sector (State or Central Govt Deptt Undertakings, Boards, Mission etc) or in renowned Public/Private Sector Companies. (Work order to be submitted along with the bid)	
11.	CA certified Minimum Average annual turnover of Rs. 20.00 Lakhs during the last three completed financial years i.e. 2020-21, 2021-22, 2022-23. Photocopy of Audit reports or Annual turnover statement (certified by CA) & Income Tax Return (ITR) of last three financial years (2020-21, 2021-22, 2022-23) to be submitted along with the bid.	
12.	Self-certification of non-blacklisting of firm and non-registration of criminal case. (to be submitted in the format at Annexure-I)	
13.	Recent passport size photograph (1) one copy	
14.	In case of light vehicle, supplier must have at least 3 (three) vehicles registered in his/her name/ or in favour of his/her firm against which he/she is submitting the Bid (List of vehicles with copy of RC must be submitted with the bid). (to be furnished in the format at Annexure II)	

Continued to next page

## TECHNICAL BID

(This form must be submitted using official letterhead of the agency)

**Bid Identification No:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

SL. No.	Particulars	Details to be filled
15.	In case of Partnership Firm, Limited Company etc. the following documents need to be attached, Certificate of incorporation, partnership deed, Authorization letter to participate in the bid, Board resolution for authorization etc.	
16	Self-declaration of complying with provisions of Motor Vehicle Act & rules & to submit relevant documentary proof against each vehicle to be utilized by the bidder (to be furnished in the format at annexure-III)	

N.B: All supporting documentary proof needs to be uploaded, failing which the Bid will be rejected.

I/We hereby declare that the information furnished above are true and correct. I/We am/are also attaching the copies of license/ authorization documents claimed above.

Signature \_\_\_\_\_  
(Name, Designation of Authorized  
Signatory with Seal) \_\_\_\_\_



## SECTION IV

### FINANCIAL BID: Part: A

Table-I: Monthly hiring rate of vehicle

Vehicle category	Rate per month with driver excluding GST(Rs.)
Toyota Innova Crysta or equivalent MUV	
Mahindra Bolero Classic B6 Diesel or equivalent mid-size SUV	
Mahindra Bolero Classic B4 Diesel or equivalent mid-size SUV	
Maruti Swift Dzire VXI/Hyundai Aura 1.2 Kappa Dual Petrol S MT or equivalent compact Sedan	
Maruti Swift Dzire LXI/Hyundai Aura 1.2 Kappa Dual Petrol E MT or equivalent compact Sedan	
Maruti EECO AC 5 str/Maruti Wagon R LXI/Tata Tiago XE or equivalent	
Mahindra Bolero Camper or equivalent double cabin pick-up truck	

Table-II: Fuel Charges per KM

Vehicle category	Fuel reimbursement rate(Rs/KM)
Toyota Innova Crysta or equivalent MUV	
Mahindra Bolero Classic B6 Diesel or equivalent mid-size SUV	
Mahindra Bolero Classic B4 Diesel or equivalent mid-size SUV	
Maruti Swift Dzire VXI/Hyundai Aura 1.2 Kappa Dual Petrol S MT or equivalent compact Sedan	
Maruti Swift Dzire LXI/Hyundai Aura 1.2 Kappa Dual Petrol E MT or equivalent compact Sedan	
Maruti EECO AC 5 str/Maruti Wagon R LXI/Tata Tiago XE or equivalent	
Mahindra Bolero Camper or equivalent double cabin pick-up truck	

N.B.: The rates are to be quoted exclusive of GST.

I/ We agree to provide the above vehicles in accordance to the terms and conditions mentioned in the tender document with rate as mentioned above:

Signature \_\_\_\_\_  
(Name, Designation of Authorized Signatory with Seal) \_\_\_\_\_

### **FINANCIAL BID: Part: B**

**Table-I: Daily basis hiring rate of vehicle within Guwahati**

Vehicle category	Rate per month with driver excluding GST(Rs.)
Toyota Innova Crysta or equivalent MUV	
Mahindra Bolero Classic B6 Diesel or equivalent mid-size SUV	
Mahindra Bolero Classic B4 Diesel or equivalent mid-size SUV	
Maruti Swift Dzire VXi/Hyundai Aura 1.2 Kappa Dual Petrol S MT or equivalent compact Sedan	
Maruti Swift Dzire LXI/Hyundai Aura 1.2 Kappa Dual Petrol E MT or equivalent compact Sedan	
Maruti EECO AC 5 str/Maruti Wagon R LXI/Tata Tiago XE or equivalent	
Mahindra Bolero Camper or equivalent double cabin pick-up truck	

**Table-II: Fuel Charges per KM**

Vehicle category	Fuel reimbursement rate(Rs/KM)
Toyota Innova Crysta or equivalent MUV	
Mahindra Bolero Classic B6 Diesel or equivalent mid-size SUV	
Mahindra Bolero Classic B4 Diesel or equivalent mid-size SUV	
Maruti Swift Dzire VXi/Hyundai Aura 1.2 Kappa Dual Petrol S MT or equivalent compact Sedan	
Maruti Swift Dzire LXI/Hyundai Aura 1.2 Kappa Dual Petrol E MT or equivalent compact Sedan	
Maruti EECO AC 5 str/Maruti Wagon R LXI/Tata Tiago XE or equivalent	
Mahindra Bolero Camper or equivalent double cabin pick-up truck	

N.B.: The rates are to be quoted exclusive of GST.

I/ We agree to provide the above vehicles in accordance to the terms and conditions mentioned in the tender document with rate as mentioned above:

Signature \_\_\_\_\_  
(Name, Designation of Authorized  
Signatory with Seal) \_\_\_\_\_

### **FINANCIAL BID: Part: C**

**Table-I: Daily basis hiring rate of vehicle outside Guwahati**

Vehicle category	Rate per month with driver excluding GST(Rs.)
Toyota Innova Crysta or equivalent MUV	
Mahindra Bolero Classic B6 Diesel or equivalent mid-size SUV	
Mahindra Bolero Classic B4 Diesel or equivalent mid-size SUV	
Maruti Swift Dzire VXi/Hyundai Aura 1.2 Kappa Dual Petrol S MT or equivalent compact Sedan	
Maruti Swift Dzire LXI/Hyundai Aura 1.2 Kappa Dual Petrol E MT or equivalent compact Sedan	
Maruti EECO AC 5 str/Maruti Wagon R LXI/Tata Tiago XE or equivalent	
Mahindra Bolero Camper or equivalent double cabin pick-up truck	

**Table-II: Fuel Charges per KM**

Vehicle category	Fuel reimbursement rate(Rs/KM)
Toyota Innova Crysta or equivalent MUV	
Mahindra Bolero Classic B6 Diesel or equivalent mid-size SUV	
Mahindra Bolero Classic B4 Diesel or equivalent mid-size SUV	
Maruti Swift Dzire VXi/Hyundai Aura 1.2 Kappa Dual Petrol S MT or equivalent compact Sedan	
Maruti Swift Dzire LXI/Hyundai Aura 1.2 Kappa Dual Petrol E MT or equivalent compact Sedan	
Maruti EECO AC 5 str/Maruti Wagon R LXI/Tata Tiago XE or equivalent	
Mahindra Bolero Camper or equivalent double cabin pick-up truck	

N.B.: The rates are to be quoted exclusive of GST.

**\*The Prospective Bidders shall take into account Toll Charges also while quoting rate.**

I/ We agree to provide the above vehicles in accordance to the terms and conditions mentioned in the tender document with rate as mentioned above:

Signature \_\_\_\_\_  
(Name, Designation of Authorized  
Signatory with Seal) \_\_\_\_\_



## SECTION V

### GENERAL TERMS & CONDITIONS

1. The vehicle offered shall be registered in the State of Assam and in good condition and must have pollution & fitness certificate from competent authority.
2. **Period of Contract:** The contract shall be for a period of 3 (Three) years. The price quoted by the Bidder shall remain fixed during the entire period of the contract. AEGCL reserves the right to terminate the contract with selected bidder within the contract period at any stage, if the service is not found satisfactory. The contract period may be extended with the same rates, terms and conditions.
3. **Disqualifications:**
  - I. Bidders who have been blacklisted or otherwise debarred by AEGCL/APDCL/ APGCL or Central /State Govt or any Central/State PSU/Statutory Corporations for any failure to comply with the terms and conditions of any contract or for violations of any Statute, Rule or administrative instructions.
  - II. The contract entered into by the Bidder with AEGCL or Central /State Govt. or any Central /State PSU/Statutory Corporations has been terminated before the expiry of the contract period for breach of any terms and conditions at any point of time during the preceding five years.
  - III. The Earnest Money deposit /Bid Security deposit of the Bidder has been forfeited or adjusted against any damages/compensation payable, in the case of any contract entered into by the Bidder with AEGCL or Central/State Govt. or any Central/State PSU/Statutory Corporations, during the preceding five years.
  - IV. The Bidder, its proprietor/any of its partners/Directors/Members of its Governing body has been at any time, convicted by any court for any offence and sentenced to imprisonment for a period of three years or more for an Offence involving moral turpitude.
4. **Maintenance of Log Sheet:-**
  - I. The vehicle supplier/travel agent must provide log sheet to the driver of all vehicle which are placed on duty to AEGCL as per requisition.
  - II. The driver of the vehicles shall maintain the log sheet and must ascertain that the log sheet is duly filled and signed by the Officer/Staff using the vehicle on daily basis.
  - III. The vehicle supplier/travel agent must ascertain that the odometer of the vehicle is working properly. In case, the km reading is found to be faulty or inaccurate, a penalty of Rs.1000/-(Rupees One thousand) only shall be imposed and the vehicle will have to be replaced.
5. **Taxes & Duties:**
  - I. Payment of any Govt. Tax / Duty for plying the vehicle shall be liability of the Vehicle supplier.
  - II. Other taxes like Goods & Service Tax (GST) are to be shown separately in the Bills and will be paid by the vehicle supplier.

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- III. Deduction of tax at source shall be made as per provisions of law, as applicable from time to time.

**6. Bid Security:**

- I. The Bidders shall have to submit Bid security of Rs. 10,000/- (Rupees Ten Thousand) only in the form of Demand draft from a nationalized bank drawn in favour of "The Managing Director, AEGCL". The Bid Security will be returned to unsuccessful Applicants within 30(thirty) days from the date of finalization of award of work order. Bid Security to the Successful Bidder will be released on submission of Performance Security at the time of execution of the agreement.
- II. AEGCL shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- III. In case the Bidder modifies their offer after submitting the Tender, for any reason whatsoever during the Tendering process or any of the information furnished by them is found to be incorrect/ false or backs out after quoting the rates, the aforesaid amount of Bid Security will be forfeited by AEGCL.
- IV. In case of MSME Bidders with valid UDYAM registration under the tendered category of services shall be exempted from Bid security amount. However, this facility is applicable only for proprietorship firms and won't be applicable for JV.

**7. Placing of Indent:**

Vehicle along with Driver has to be placed as and when required, upon giving information of the same within 2 (two) hours. The requisition for vehicle over telephone shall be considered as notice.

**8. Breakdown of Vehicles:**

- I. In case of Breakdown of Vehicle within Guwahati, the vehicle shall be replaced within maximum of 3 (three) hours. If for a particular vehicle the number of breakdown exceeds three times in a month, the vehicle shall be withdrawn and replaced with another one.
- II. In case of Breakdown outside Guwahati, Vehicle have to be replaced within the shortest possible time, failing which the user will hire an alternate vehicle for which the hiring charge of the alternate vehicle will be deducted from the supplier's Bill.
- III. No cost will be borne by user for repairing of vehicle used for journey.
- IV. In case the Selected Bidders fails to provide requisite vehicle on duty as per requisition submitted, the vehicle supplier shall be liable for penalty which shall be equal to the cost incurred by AEGCL for such alternate vehicle.

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**9. Force Majeure:**

If any time, during the continuance of the contract, the performance in whole or in part by either party of any obligation under the contract is prevented or delayed by any reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fire, natural calamities like landslides, flood etc. explosion, epidemic/quarantine restriction, strike, lockout, or act of God(hereinafter referred to as events) provided notice of happenings, of any such eventuality is given either party to the other within 10 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance under the contract.

**10. POL (Petroleum Oil & Lubricants):**

The POL will be provided by the Selected Bidder for all vehicles on hire and they shall have to place vehicles with sufficient POL.

**12. Maintenance Cost, road tax, Insurance, PUC etc.:**

The Selected Bidder shall bear the all maintenance cost, road tax, insurance, PUC of the vehicle.

**13. Payment to the drivers:**

Timely payment to the drivers shall be the responsibility of the selected bidder(s). The bidder(s) shall ensure payment to the drivers within 10<sup>th</sup> of every month and the acknowledgement/payment receipt from the drivers must be submitted by 15<sup>th</sup> of every month by the selected bidder(s) failing which AEGCL will be at liberty to terminate the contract.

**14. Amendment to the Bid document:**

At any time prior to the deadline for submission of proposal, the AEGCL may for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the Bid document by the issuance of Addendum/Amendment/Corrigendum and posting it on the website **www.assamtenders.gov.in**. In order to afford the Applicants, a reasonable time for taking an amendment into account, or for any other reason, AEGCL may, in its sole discretion, extend the last date of submission.

**15. Signing of Bid:**

The authorized signatory of the Tenderer shall possess Digital Signature Certificate (DSC) for submission of the tender documents. The DSC holder/authorized signatory signing the tender shall state in what capacity he is/they are, signing the tender, e.g. Sole Proprietor of the firm, or as Secretary/Manager/Director etc., of a Limited Company. In case of a Registered Partnership firm, the names of all partners shall be disclosed and the tender shall be signed by all the partners or by their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. Attorney on a non-judicial stamp paper of appropriate value attested by a Notary (if applicable) shall be scanned and uploaded along with the tender. In case of limited company, the names of all the Directors shall be mentioned, and a copy of Resolution passed by the company authorizing the person signing the tender to do so on behalf of the company shall be scanned and uploaded along with a copy of the Memorandum and Articles of Association of the Company.

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The Digital Signature Certificate (DSC) holder signing the tender, or any documents forming part of the tender, on behalf of another, or on behalf of a firm shall be responsible to submit a proper power of attorney duly executed on a non-judicial stamp paper of appropriate value attested by a Notary in favour, stating that he has authority to bind such other person, or the firm, as the case may be, in all matters, pertaining to the contract. If the Digital Signature Certificate (DSC) holder so signing the tender fails to upload the said Power of Attorney his tender shall be summarily rejected without prejudice to any other right of the corporation under the law.

The Power of Attorney shall be signed by all the partners in the case of a partnership concern, by the proprietary concern, and by the person who by his signature can bind the company in the case of a limited company. The Power of Attorney duly signed should be scanned and uploaded.

#### **16. Special Terms & Conditions**

- I. The bidders must follow the Guidelines and Standard Operating Procedure (SOP) notified by the Transport Department, Govt. of Assam vide notification no. ECF 371279 / 13A dated Dispur, the 22<sup>nd</sup> December, 2023.
- II. The Bidder/ Supplier should be able to provide Car driven on specific fuel in accordance with the directives/ guidelines issued from time to time by courts/ State Govt. / Govt. of India/ NGT or any other statutory body.
- III. In circumstances, the hired vehicle is involved in an accident resulting in loss or damage to property or life with respect to vehicle driver, a passenger or any third party as per the Liability under relevant sections of Motor Vehicle Act, 1986 as amended time to time and IPC, the AEGCL shall have no responsibility whatsoever and will not entertain any claim in this regard under the said provision of the law. This will also include award given by Motor Accident Claim Tribunal (MACT) or any other court or competent authority and the agency /Selected Bidder will be liable to pay any such award or compensation for damages caused to life and property by vehicle.
- IV. The engagement and employment of drivers and payment of remuneration to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Selected Bidder.
- V. The Selected Bidder shall assign the job of driving of the offered hired vehicles only to qualified and licensed drivers for ensuring safe driving and assuming full responsibility for the safety of the officers / staff while on vehicle. AEGCL shall have no direct or indirect responsibility arising out of any kind of negligent, rash and impetuous driving which is an offence under IPC and any resultant loss/damage caused to the officers/staff have to be compensated by the vehicle supplier.

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- VI. The Selected Bidder shall send the vehicle for periodic servicing with one replacement at his own cost
- VII. The Selected Bidder shall have the responsibility for arrangement of food and accommodation of the driver. AEGCL will not bear any cost for providing accommodation and food during the period for which the vehicle is hired.
- VIII. Any legal dispute arising out is subjected to Guwahati Jurisdiction only.
- IX. All vehicles supplied shall have insurance cover and payment of such insurance will be the liability of the Selected Bidder.
- X. In case the date fixed for opening of Bids is subsequently declared as holiday, the Bids will be opened on next working day, time and venue remaining unaltered.
- XI. The Bidders shall have to submit two sets (one original & one copy) of duly stamped & signed hard copies of the Bid data sheet and other documents as specified in the Bid.
- XII. The Selected Bidder must keep all the supplied vehicles in neat and clean condition during the contract period.
- XIII. In the event of award of the contract and prior to execution of the contract the Bidder shall be required to submit copies of the Registration Certificate and comprehensive insurance Policies of the vehicles being offered for hire and particulars with photograph of the drivers dedicated to each vehicle. He shall also be required to produce the vehicles in the office of the undersigned for the physical verification /inspection.
- XIV. The Bidder shall comply with all statutory provisions Rules/Regulations/Instructions that may be applicable and incidental to the services offered under this contract.
- XV. It is the responsibility of the Selected Bidder to maintain updated documents in all the supplied vehicles.

**17. Bid Validity Period:**

Bids shall remain valid for a period of 180 (One Hundred & Eighty) days from the date of opening of Bids.

**18. Modification and Withdrawal of Tenders:**

No modification and withdrawal will be allowed after submission of Bids. In case of withdrawal, Bid Security will be forfeited.

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## 19. Bid Opening:

AEGCL shall open Bids in the presence of Bidders or their authorized representatives who wish to be present at the time of opening of Bids on due date. Authorization letter to this effect shall be submitted by the Bidder before they are allowed to participate in the Bid opening.

## 20. Evaluation:

- I. Bidders who will submit the valid Bid security and Bid cost as per requirement shall be considered for further evaluation. Absence of these may lead to summary rejection of the Bid.
- II. AEGCL shall evaluate the Bids to determine whether they are complete, whether any computational errors have been made, whether documents have properly signed and whether Bids are generally in order.
- III. If there is discrepancy between words and figures of the amount found then words shall prevail prior to detailed evaluation, the Department will determine the substantial responsiveness of each Bid to the Bid document. A substantially responsive Bid is one, which confirms to all the terms & condition of Bid documents without material deviation. A Bid determined as substantially non-responsive will be rejected by AEGCL.

### \*\*\*Technical Bid Evaluation:

AEGCL will evaluate if the Bidder complies with all the eligibility conditions given in **Section- III** If the Bidder ensures compliance to all eligibility conditions and furnish all documentary proof of the same, they would be considered for participation in the Financial Bid.

### \*\*\*Financial Bid Evaluation:

Financial Bid shall be opened to those Bidders who qualify in the Technical Bid.

Evaluation of L1 in Financial Bid, **PART-A:**

- I. The Bidder who has quoted lowest rates maximum times in **Table-I** will be considered as L1 provided:
  - a) The Successful Bidder has to supply the other vehicles of Table-I at L1 rate, where it has quoted rate above L1.
  - b) The Successful Bidder has to accept the L1 rate of fuel charge per/ km of Table-II.
  - c) In case of non-acceptance of above conditions by L1, the next Successful Bidder i.e L2 / L3 will be considered for the same, provided the acceptance of all the conditions mentioned above.
- II. Similar process as mentioned in the Pt. no. I above, will be followed to evaluate L1 in **Financial Bid PART-B & PART-C.**

**Continued to next page**



**21. Award of Empanelment:**

AEGCL shall consider placement of letter of intent to those Bidder (s) whose offers have been found technically, commercially and financially acceptable. AEGCL reserves the right to split up the work between L1, L2 and L3 Bidder at L1 rate.

The Selected Bidder (s) shall have to submit his/her acceptance along with Performance Security in given format at Annexure - IV within 20 days from issue of letter of intent.

**22. Performance Security:**

The bidder upon selection as empaneled vehicle supplier shall have to deposit Performance Security) for an amount of Rs.10,000/- (Rupees Ten Thousand) per vehicle only at the time of signing of the Contract with AEGCL as per Annexure-IV. The performance security will be released within 3 (three) months after expiry of Contract/termination of Contract and shall carry no interest.

If the Bidder fails or neglect any of his obligations under the contract it shall be lawful for AEGCL to forfeit either whole or any part of Performance Security furnished by the Bidder as compensation for any loss resulting from such failure.

**23. Empanelment fee:**

The bidder upon selection as empaneled vehicle supplier shall have to deposit a non-refundable amount of Rs.5000 (Rupees Five Thousand) towards the empanelment registration fee in the form of Demand Draft from any nationalized bank or scheduled bank of RBI in favour of "The Managing Director, AEGCL", payable at Guwahati.

**24. Signing of Agreement:**

The Successful Bidder (s) will be intimated to sign the agreement as per the Annexure – V and accordingly the Bidder/Bidders will have to sign the same. The contract will be effective for 3(three) years from the date of signing of agreement. Cost of execution of agreement shall be borne by the selected bidder. On satisfactory completion of the contract the appropriate authority may decide to extend the contract further.

**25. Payment Terms:**

- I. Monthly bills shall be submitted in duplicate to the authority specified in the contract within 10<sup>th</sup> day of the following month and the bill must be accompanied with the following:
  - Duty slips/log sheet duly signed by the user.
  - Acknowledgement of Payment to the driver for the previous month.
  - No arrear bills shall be considered for payment in any cost.
- II. Payment shall be made within 15 days from the date of submission of invoices.
- III. No payment shall be made in advance nor shall any loan from any Bank or Financial Institution be recommended on the basis of the order of award of work.

**26. Termination of Contract:**

- I. Notwithstanding any other provisions made in the contract, AEGCL reserves the absolute right to terminate the contract forthwith if it is found that continuation of contract is not in public interest. The Selected Bidder/ Bidders will not be eligible for any compensation or claim in the event of any such cancellation.
- II. If at any later date, it is found that the documents submitted by the Bidder are forged or have been manipulated, the work order issued to the Selected Bidder (s) shall be liable to be cancelled and will be liable for action under extant laws.
- III. If the Bidder fails to arrange the supply of any or all of the vehicles within the period (s) specified in the Contract.
- IV. If the Bidder fails to perform any other obligation(s) under the Contract.
- V. In case of breach of any of terms and conditions mentioned above, AEGCL will have the right to cancel the work order without assigning any reason therefore and nothing will be payable by AEGCL in that event and Security deposit shall also stand forfeited.

**The Undersigned reserves the right to accept or reject any or all Bids without assigning any reason thereof.**

*Handwritten signature: A. P. Singh*  
*5.3.24*

**General Manager (HR), AEGCL**

## Annexure-I

### UNDERTAKING

(This must be submitted in the official letterhead of the agency)

To,

The General Manager (HR),  
Assam Electricity Grid Corporation Ltd,  
Bijulee Bhawan, Paltanbazar,  
Guwahati-781001

**Sub:** Undertaking for clean track record.

Sir,

This is to inform you that my/our travel agency.....  
(Name of the Agency) has not been blacklisted by Central/State Government/PSU or any  
other organization and there has been no litigation with any Government or other agencies.

Signature .....

(Name, Designation of Authorized .....  
Signatory with Seal)



### **Annexure-II**

(This must be submitted in the official letterhead of the agency)

Particulars of the vehicles available with the Bidder (Minimum 3 nos. of vehicles of the types required under this tender or equivalent)

SL NO	Make	Model	Registration No

**\*Relevant supporting documents such as Registration Certificate, Insurance certificate, PUC etc. are to be enclosed.**

Signature .....

(Name, Designation of Authorized .....  
Signatory with Seal)

### Annexure-III

#### UNDERTAKING

(This must be submitted in the official letterhead of the agency)

To,

The General Manager (HR),  
Assam Electricity Grid Corporation Ltd,  
Bijulee Bhawan, Paltanbazar,  
Guwahati-781001

**Sub:** Undertaking for complying with provisions of Motor Vehicle Act & rules & to submit relevant documentary proof against each vehicle to be utilized by the bidder.

Sir,

1. This is to inform you that my/our travel agency.....(Name of the Agency) shall submit relevant documentary proof against each vehicle to be utilized under the contract agreement, viz.
  - a) Receipt of up-to-date payment of MV Tax.
  - b) Receipt of payment of APGT in case of other state registered vehicles.
  - c) Up-to-date and valid copy of Fitness certificate.
  - d) Up-to-date and valid copy of Pollution Under Control Certificate.
  - e) Up-to-date and valid copy of Insurance Certificate.

Further My/our travel agency.....(name of the Agency) shall comply with provisions of MV Act & Rules made there under

2. I/we shall periodically submit the list of vehicles to be used along with the details of the above documents every 3(three) months to AEGCL.
3. AEGCL shall forward the same to the District Transport Officer of the Jurisdiction, where the Vehicles operate for cross checking the documents.
4. The concerned District Transport Officer shall make necessary verification of the list of the vehicles on site and if all are found in order, the DTO to send NOC to the concerned authority, i.e. AEGCL, as mentioned in the above point no. 2, within 15 days.
5. If list of vehicles/documents not found in order, DTO shall take necessary action as per MV Act and Rules besides writing to the concerned authority, i.e. AEGCL as mentioned in the above point No. 2, within 15 days on the status report.
6. On receipt of DTO's report, the concerned authority, i.e. AEGCL, as mentioned in the above point no. 2 shall take necessary step and issue notice to the bidders (agencies/suppliers/vendors) and take needful action for compliance of the MV Act & Rules within 15 days with direction to produce documentary proof.
7. On production of documentary proof, concerned authority, i.e. AEGCL, as mentioned above point no shall forward the same to the concerned DTO, who will accordingly issue NOC against the vehicles.
8. On non-compliance of the direction by the bidder, concerned authority, i.e. AEGCL, as mentioned in the above point no. 2, shall take necessary action for violation of the tender condition within 15 days.

**Continued to next page**

9. The other state registered vehicles will be allowed only on payment of APGT (except in case of vehicles with National Permit/ All India Tourist Permit).
10. If Other-state registered vehicles are plying for more than 1(one) year only within the state of Assam, concerned State Govt. Departments.

Signature .....

(Name, Designation of Authorized .....  
Signatory with Seal)



#### Annexure-IV

### PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE (To be stamped in accordance with Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To

The General Manager (HR)  
Assam Electricity Grid Corporation Ltd.  
BijuleeBhawan, Paltanbazar  
Guwahati-1

Dear Sirs/ Madam,

In consideration of Assam Electricity Grid Corporation Ltd., (herein after referred to as AEGCL which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with registered/ Head office at .....( hereinafter referred to as "Selected Bidder" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), a Contract by issue of AEGCL Letter of Intent No..... dated..... and the same having been acknowledged by the Selected Bidder, resulting in a contract and Selected Bidder having agreed to provide a Contract Performance Security of **Rs.....(Rupees.....) Rs.10,000/- (Rupees Ten Thousand) per vehicle only** for the faithful performance of the entire Contract.

We..... (Name & Address) having its Head Office at .....( hereinafter referred to as the " Bank" , which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay AEGCL, on demand any or all monies payable by the Selected Bidder to be extent of Rs. .... at any time up to .....\*\* ( day/month/year) without any demur, reservation , contest , recourse or protest and / or without any reference to this Selected Bidder. Any such demand made by AEGCL on the bank shall be conclusive and

Binding, notwithstanding any difference between AEGCL & the Selected Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The bank undertakes not to revoke this guarantee during its currency without previous consent of AEGCL and further agrees that the guarantee herein contained shall continue to be enforceable till AEGCL discharges this guarantee.

AEGCL shall have the fullest liberty without affecting in any way the liability of the Bank under the guarantee, from time to time to extend the time for performance or the contract by the Selected Bidder. AEGCL shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any power vested in them or of any right which they might have against the Selected Bidder, and to exercise the same at any time in any matter, and either to enforce or to for bear to enforce any covenants, contained or implied, in the contract between the AEGCL and the Selected Bidder or any other course or remedy or security available to AEGCL. The Bank shall not be released to its obligations under these presents by any exercise by AEGCL of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of AEGCL or any other Indulgences shown by AEGCL or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

**Continued to next page**

The bank also agrees that AEGCL at its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Selected Bidder and notwithstanding any security or other guarantee AEGCL may have in relation to the Selected Bidder's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to ..... And it shall remain in force up to an including ..... and shall be extended from time to time for such period (not exceeding 1 year) as may be desired by M/s.....on whose behalf this guarantee has been given.

Dated this..... Day of ..... 20..... at.....

WITNESS

.....  
(Signature)

.....  
(Signature)

.....  
(Name)

.....  
(Name)

.....  
(Official address)

.....  
(Official address)

Attorney as per power  
Of Attorney No.....  
Date.....

NB: The stamp paper of appropriate value shall be purchased in the name of issuing bank.



## ANNEXURE-V

### AGREEMENT

This Contract Agreement (herein after referred to as "Contract") made on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 between ASSAM ELECTRICITY GRID CORPORATION LIMITED (a company registered under the Companies Act, 1956) having its head/registered office at Bijulee Bhawan, Paltanbazar, Guwahati-1 (herein after called the company) of the one part. AND \_\_\_\_\_ having its registered office \_\_\_\_\_ is \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_ (herein referred as Vehicle Supplier) represented by its Proprietor Shri/Smt. \_\_\_\_\_ S/o \_\_\_\_\_ Resident. \_\_\_\_\_ of \_\_\_\_\_ Dist. \_\_\_\_\_ in the State of Assam.

Which expression shall include its successors, representatives, authorized agents and assigns of the second part. Whereas AEGCL being desirous of hiring of Vehicle had invited application vide NIT No. \_\_\_\_\_ and the Vehicle Supplier was selected in response to his application against the said NIT and whereas AEGCL has awarded the Vehicle Supplier the contract for providing vehicles on monthly and daily basis.

### NOW IT IS HEREBY AGREED TO BY AND BETWEEN THE PARTIES AS FOLLOWS

1. This agreement shall come into force w.e.f \_\_\_\_\_ and remain in force for 3(three) years.
2. The Vehicle Supplier shall comply with all the terms and conditions of the tender documents which are integral parts of this agreement and also the following.
3. The Vehicle Supplier during the period of this contract i.e say from \_\_\_\_\_ will provide vehicles not older than 7(seven) years on the rates as accepted as described in Schedule-A to this agreement.
4. AEGCL shall place an order for requirement of vehicles and will receive acknowledgement from the Vehicle Supplier for supply of vehicles. It is anticipated that the Vehicle Supplier will supply vehicles until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.
5. All the vehicles shall have insurance cover and insurance cost, taxes etc. due on such vehicles and the same shall be liability of the Vehicle Supplier.
6. In the event of any mechanical failure/breakdown of vehicle after it has been reported by the officer on duty, the Vehicle Supplier shall arrange for replacement by another Vehicle immediately.
7. In case of any accident resulting in loss or damage to property or life, the sole responsibility for any legal or financial implications will rest with the Vehicle Supplier. AEGCL shall have no liability whatsoever for such accident/damage.
8. The Vehicle Supplier is solely 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 the Vehicle Supplier. AEGCL will not be liable for any loss, damages etc suffered by the Vehicle Supplier or third party as the case may be.

Continued to next page



9. If for any reason AEGCL 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 Vehicle Supplier. The Vehicle Supplier, without raising any dispute on such assessment by AEGCL regarding the standard of the vehicle provided or quality of service rendered by them, immediately replace it with another vehicle on receipt of such complaint. The Vehicle Supplier must provide the particular model or make of vehicles as agreed upon the contract.
10. The Vehicle Supplier shall also be liable for all fines, penalties, like of parking charges or toll charges, traffic & other criminal offences arising out of or concerning the use of the vehicle during the hire period.
11. Period of Contract:- The contract shall be for a period of 3(three) years. The price quoted by the bidder shall remain fixed during the entire period of contract.(Schedule-A attached). AEGCL reserves the right to terminate the contract with the Vehicle Supplier within the contract period at any stage, if the service is not found satisfactory. The contract period may be extended with same rates, terms & conditions depending on the quality of service of the Vehicle Supplier.
12. AEGCL and its Authorized Representative shall arrange for allocation of Vehicle's duty.
13. Duty Hours:- The Vehicles will be under the possession of AEGCL for 24x7 duty as and when required. The Vehicle Supplier shall arrange vehicle, accordingly.
14. AEGCL and its authorized Representative shall have power amongst others as follows:-
  - a) Fix the normal duty hours/timings of the vehicle supplier and regularly monitor the same.
  - b) Instruct the Vehicle Supplier from time to time for such further inspection as may be necessary for the proper and for keeping such records as are deemed necessary.
  - c) Refuse the services of any vehicle found in deteriorated condition and orders the vehicle supplier to rectify the defects or arrange for replacement till such default is remedied.
15. AEGCL shall have the right to seek replacement of the Driver provided by the Vehicle supplier in case the engagement of such driver is felt to be detrimental to the interest of AEGCL and/ or the Driver is found to be inefficient/disobedient/misbehaving or undisciplined in any way or suffering from any such sickness which may render him unfit to drive the vehicle in the opinion of AEGCL or its representative or which may affect the health of employees of AEGCL and in such case the Vehicle Supplier shall replace the Driver with immediate effect or within such time as given by AEGCL. Be it expressly stated that AEGCL shall not be responsible or liable in the event of any action by the Vehicle Supplier against his employees or workmen in any manner whatsoever arising out of the removal or replacement.
16. The Vehicle Supplier would at all times, obey the instructions of AEGCL/Authorized Representative and ensure compliance of the orders and instructions.
17. The Vehicle Supplier shall instruct his driver to ensure that while driving, all traffic rules, including speed limits are strictly observed. Any breach of law due to violation of traffic rules, speed limits etc shall have to be redressed by the Vehicle Supplier, entirely at his own cost. The vehicle supplier shall provide at his own cost the accommodation/housing for his Driver.
18. The vehicle must, at all times, be licensed by the appropriate Govt. Authority having jurisdiction in the operating areas of AEGCL.
19. The Vehicle Supplier shall furnish in writing the Name, Address, Driving license and other relevant particulars of all the drivers along with a passport size photograph of each of them. In case of any replacement or change of the Driver by the Vehicle Supplier, whether on temporary basis or permanently, the Vehicle Supplier shall furnish similar particulars about the new driver.

**Continued to next page**



20. The Vehicle Supplier shall submit the computerized bills in duplicate on monthly basis (w.e.f the first day to the last day of a calendar month) supported by both copies of log sheet, statement etc duly signed by the Officer/Officers using the Vehicles, within the 1st week of every month. On 20th of every month the Vehicle Supplier must submit the log sheet of all the Vehicles which are supplied by him in addition to the above.
21. AEGCL shall neither entertain any demands from the employees of the Vehicle Supplier nor deal directly or indirectly with any recognized or un-recognized unions of such employees individually or through any unions or otherwise and AEGCL shall not mediate or be a party in this matter at all.
22. The Vehicle Supplier shall undertake and carry out at his own cost all the maintenance work of the vehicle as and when required whether in normal course or arising out of any accident and /or break-down so as to keep the vehicle fit for performance of AEGCL's duty under this agreement.
23. The Vehicle Supplier shall be responsible, at his own cost for timely payment of all taxes, levies, duties, insurance, premium, fees for permits, Pollution control certificates etc. for maintenance of all up to date documents and any other statutory documents as required under various laws as promulgated by the Govt. of Assam/Govt. of India from time to time for rendering service to the AEGCL under this agreement and shall bear all expenses related thereto. Documents like Professional Driving License, Road Tax, Fitness Certificate etc should always be updated during the period of contract. For non-allowing permission of any of the valid statutory documents by the competent authority, the Vehicle Supplier will be solely responsible for such default.
24. The Vehicle Supplier shall be responsible for informing immediately to the Local/Nearest Police Station, the Insurance Company and such other authorities as required under law in case of any loss damage, theft, accident or any other such incident calling for giving such information to such authorities involving vehicle provided on AEGCL's duty under this agreement. The Vehicle Supplier shall also inform AEGCL for any such incident, immediately.
25. The Vehicle Supplier shall at his own cost provide the necessary lubricants and other consumables as shall be necessary for smooth functioning of the Vehicle.
26. In case of any damage to any property of AEGCL arising out of or involving the Vehicle provided by the Vehicle Supplier, the cost and expenses of repairing such damage, as determined by the competent authority of AEGCL, shall be realized from the Vehicle Supplier's bill.
27. Vehicle Supplier shall ensure compliance with all the statutory requirement i.e. Labour Act, the Minimum Wages Act, and such other statutory elements, rules and regulations laid down by the Govt. or local body in force/coming into force which may apply to this agreement and any liability on account of non/compliance or violation thereof shall be solely of Vehicle Supplier responsibility.
28. Cleanliness shall be maintained inside the vehicle and seat covers shall be in good condition.
29. The Vehicle Supplier shall at all times indemnify the AEGCL against any claim under the provisions of law for the time being in force and under any law which may come into force in future
30. Nothing contained in this agreement shall preclude AEGCL from engaging the services of any third party for providing services that are provided by the Vehicle Supplier under the Agreement on the basis of exigency of service of the 1st party.
31. The Vehicle Supplier hereby expressly agrees that it shall indemnify AEGCL and hold it harmless from any breach of the express terms or any representation and warranties by the Consultant under this Agreement shall be responsible for compliance of the provisions of the M.V Act, 1988 & its amendment.

**Continued to next page**

32. These presents represents the entire agreement between the Vehicle Supplier and AEGCL hereto on the subject matter hereof and cancels and supersedes all prior agreements, arrangements or understandings, if any, whether oral, in writing, between the parties hereto on the subject matter hereof.
33. In case the vehicle is kept off the road due to some repairing of maintenance works alternative arrangement will have to be made. Otherwise entire cost of alternative arrangement made by AEGCL will have to be borne by the Vehicle Supplier.
34. In case the vehicle is kept off the road without any reason the hiring charges for the days of absence will be recovered in double the amount of daily hiring charge in terms of monthly rate.
35. No payment shall be made in advance nor shall any loan from any Bank or Financial Institution be recommended on the basis of the order of award of this work.
36. This agreement shall be subject to exclusive jurisdiction of Guwahati High Court only.
37. Termination of Contract:
- I. Notwithstanding any other provisions made in the contract, AEGCL reserves the absolute right to terminate the contract forthwith if it is found that continuation of contract is not in public interest. The Vehicle Supplier will not be eligible for any compensation or claim in the event of any such cancellation.
  - II. If at any later date, it is found that the documents submitted by the Vehicle Supplier are forged or have been manipulated, the work order issued to the Vehicle Supplier shall be liable to be cancelled and will be liable for action under extant laws.
  - III. In the event of Vehicle Supplier's failure to place vehicles in due time or rendered proper services as per terms & conditions of this agreement. AEGCL reserves the right to terminate the contract.
  - IV. In case of breach of any of terms and conditions mentioned above, AEGCL will have the right to cancel the work order without assigning any reason therefore and nothing will be payable by AEGCL in that event and Security deposit shall also stand forfeited.

IN Witnesses WHEREOF the Vehicle Supplier and AEGCL have executed these presents the day month and year first above written with their respective hands & seals.

Signed and delivered on behalf of AEGCL

Signature of the Vehicle Supplier

Signature of Witness

Signature of Witness

Name

Name

Address

Address