

**ASSAM GAS COMPANY LIMITED, DULIAJAN
(A GOVERNMENT OF ASSAM UNDERTAKING)
NOTICE INVITING TENDER**

Tender No: HV/TPT/27/H.VEH./P-II/2010/176

Date: 03/07/2019

Assam Gas Company Ltd. invites applications (as per format, available at AGCL's web site) from interested Individuals/ Firm/Organization/Enterprise having permanent address in AGCL's Operational Areas for hiring services of Readymade brand new **MAHINDRA TOURISTER EXCELO/TATA STARBUS SKOOL/ASHOK LEYLAND SUNSHINE school bus (having 30-33 seats)** with all standard fittings as per the manufacturers latest leaflets and purchased after issuance of LOI/W.O. Vehicle is to be placed **within 30 days** of issuance of LOI/W.O at Company's offered rates for 05 (five) years for school duty as detailed below:

Tender No	HV/TPT/27/H.VEH./P-II/2010/176 Date : 03/07/2019
Approximate Present Requirement	2 (Two) nos of MAHINDRA TOURISTER EXCELO/TATA STARBUS SKOOL/ASHOK LEYLAND SUNSHINE school bus (having 30-33 seats)
No. of Provisional Applicants to be shortlisted through lottery	a) 3(three) nos.
Application	To be downloaded from www.assamgas.org
Application Receipt Dates	9:00 am ~ 3:00 pm , 18th and 19th July'2019 Break from 11:00 am to 1:00 pm
Lottery Date	9.00 am , 29th July'2019
Non Refundable Tender Fees	Rs 590.00 (Rupees Five Hundred Ninety only) inclusive of GST to be submitted along with the application in the form of A/C Payee Demand Draft/Banker's Cheque in favour of Assam Gas Company Ltd. payable at Duliajan. The name & contact number of the applicant must be clearly written on the reverse of the Draft.
EMD	Rs 30,000.00 (Rupees Thirty Thousand only) in the form of Fixed Deposit in the name of the Applicant in a scheduled bank pledged to Assam Gas Company Ltd. The fixed deposit must have tenure at least till 31 st December'2019.
Applicable Rates	a)Fixed Charge @ Rs 58,000 (Rupees Fifty Eight Thousand only) per month exclusive of GST except income tax Fuel Charges/Km : 1/6 th (one sixth) of average rate of commercial quality HSD for the month considering the prices prevailing on the first day and last day of the month (IOCL rate at Duliajan)

1.0 (a) The fixed charge above excludes applicable GST and includes all liabilities like engine oil replacement, coolant replacement, tyre replacement, all maintenance works and also statutory liabilities such as Road Tax payment, Insurance payment, Fitness Certificate, Road Permit, Pollution under Control Certification, etc. Income Tax at applicable rates will however be deducted from the bills.

Fixed charge also includes vehicle availability for 24 hours with services of Driver and Bus Attendant (Helper) for 12 hours everyday. Drivers' minimum monthly wage of Rs. 10,500.00 (Rupees Ten Thousand Five hundred only) and Bus Attendant's minimum monthly wage of Rs. 7,500.00 (Rupees Seven Thousand Five Hundred only) is inbuilt in the fixed charge. Fixed charge also includes any overtime payable to the driver and bus attendant by the vehicle owner beyond the period of 8 hours up to 12 hours everyday.

(b) The school buses will be mainly used for carrying school children to schools and for other amenities to be mostly plied within Dibrugarh & Tinsukia District. On very special cases, the vehicle may be utilized outside the above districts over and above duties, for which temporary passes etc, have to be obtained by the supplier from the concerned authority.

2.0 **Only one application** in standard format (as given below) duly signed by the applicant whether individual/firm/organization/enterprise will be received as per schedule date & time.

3.0 Application shall be received from all who shall be in queue till 2.00 pm and no further applicant shall be allowed to enter in the queue after 2.00 pm. During lunch break from 11:00am to 1:00 pm no applications will be received. Each applicant will have to personally submit the application with his / her photograph attached in the application. **Applications will be accepted only after verification of the photograph with the applicant.** Original copy of the application must accompany the documents as mentioned below:

(a) Non refundable Tender Application Fees of Rs 590.00 (Rupees Five Hundred Ninety only) to be submitted along with the application in the form of A/C Payee Demand Draft in favour of Assam Gas Company Ltd payable at Duliajan. The name & contact number of the applicant must be clearly written on the reverse of the Draft.

(b) EMD of Rs 30,000.00 (Rupees Thirty Thousand only) in the form of Fixed Deposit in the name of the Applicant in a scheduled bank located at Duliajan pledged to Assam Gas Company Ltd. The EMD in the form the Fixed Deposit of the unsuccessful applicants will be returned to the applicants within three months from the date of lottery. The EMD for the successful applicants will be released after placement of vehicle and submission of Security Deposit equivalent to one month fixed charges in the form of a demand draft payable to Assam Gas Company Ltd, Duliajan / Bank Guarantee at Duliajan. The EMD of the waitlisted applicants will be returned within one year from date of lottery drawn.

(c) Applicant should have minimum 3 (three) years of working experience in Transport Business during last 7 (seven) years preceding application receipt date and average annual financial turnover during last 3 (three) financial years ending 31/03/2019 must be minimum Rs 10.00 lakhs

Or

The average annual financial turnover of the applicant during last 3 (three) financial years ending 31/03/2019 must be minimum of Rs. 20.00 lakhs in case the applicant does not have experience in Transport business.

Note: Attested copy of adequate documentary evidence in support of transport business and turnover must be submitted along with the application.

The proof of annual turnover should be either in the form of audited Profit & Loss Balance sheet or certification from registered Chartered/Cost Accountant firm.

(d) As a proof of address, attested copy of any of the following document to be submitted:

- (i) Ration card
 - (ii) Passport
 - (iii) Voter identity card
 - (iv) Adhaar Card
 - (v) Recently paid telephone bill (BSNL-landline)
 - (vi) Current water bill
 - (vii) Latest income tax assessment order
 - (viii) Driving license
 - (ix) Statement of running bank account
 - (x) Permanent Resident Certificate (PRC)
 - (xi) Any authenticated document demonstrating address in case of Firm/Organization/Enterprise
- f) Applicants are advised to retain photocopies of Bank Draft/Banker's cheque (both sides) and Fixed Deposits at their own interest.
- g) Two nos of 35 X 35 mm passport sized colour photographs of the applicant will be required. One photograph to be pasted on the right top corner of the Application Format and signed across by the applicant. The name and contact no of the applicant to be written on the reverse of the other photograph and stapled to the left side of the application form.

4.0 Salient features of the Selection Procedure for award of contract:-

- (a) Only one application will be received from an applicant whether Individual/Firm/Organization/Enterprise. If two applications are received from an applicant then both will be cancelled and the applications will not be considered for the lottery. If more than one application is noticed subsequent to lottery and allotment, the allotment will be cancelled immediately.
- (b) On receipt of an application, a three digit number (Application Receipt No) will be allocated to each applicant. The allocated number will be considered for the draw of lots to be held as per the schedule mentioned above to select **3 (Three)** applicants provisionally against the tender. **It must be understood that all the applications will be strictly scrutinized as per the relevant tender conditions and only those applicants fulfilling the conditions will be considered for Lottery.**
- (c) The selected **3 (Three)** nos of applicants (through draw of lots) will be considered for further processing. If everything is found in order, then the first 2(two) applicants as per the Priority List will be required to submit the original documents as per Para 3.0 above to Company for verification. If the verification process fails, the application will be summarily rejected and the next application in the Priority List will be considered for further processing. If the same is found in order, applicant shall be asked to sign an agreement with the Company. On fulfilling all criteria, applicant shall be considered for issuance of LOI /W.O. It may please be noted that Brand New School Bus has to be provided by the selected applicant within 30 days after issuance

of LOI/W.O, failing which allotment may get cancelled and next waitlisted applicant from Priority List will be considered. Company's decision shall be the final.

- (d) Contracts on the basis of "one-applicant-one-bus" will be awarded to the successful (as detailed above) applicants as per priority list of the draw-of-lots against actual requirement of the Company. The contract shall be as per offered rates and other terms and conditions of the tender.
- (e) Present requirement of school buses under this tender is 2 Nos. However, depending on Company's requirement more vehicles may be hired in future from the priority list under this tender which shall remain valid for two years from the date of lottery.
The contractor should be personally present at the time of placement of the vehicle.
- (f) Please note that waitlisted candidates will have no right to claim on Assam Gas Company Limited to allot them a vehicle. Subsequent requirement of vehicle, if any, will be at sole discretion of the Company.
- (g) "Draw-of-lots" will be held at 9:00 a.m. on 29th July'2019 at the office of AGCL or AGCSRC, Duliajan or any other place to be notified by AGCL.

5.0 Applications will be rejected and will not be considered for issue of LOI /W.O in the following cases:-

- (a) If not duly signed and not accompanied with the
 - (i) Tender Fees of Rs 590.00
 - (ii) EMD amount of Rs 30,000.00 in the prescribed manner
 - (iii) Documents of Experience & Turnover (refer Para 3.0 c)
 - (iv) Address Proof (refer Para 3.0 d)
 - (v) Form-1 (Declaration for Type of Vehicle)
 - (vi) 2 nos colour passport size photographs
 - (vii) Power of Attorney in favor of the person signing the application that such person is authorized to sign the application on behalf of the firm/organization/enterprise.
- (b) If the address happens to be of AGCL's Quarters / AGCL's Premises.
- (c) If the applicant happens to be an AGCL employee in service or dependent family member of any AGCL employee in service.
- (d) If the applicant happens to be an employee or dependent family member of any serving employee of any Government / Quasi Government / Public Sector Undertaking.

6.0 In case of impersonation or submitting false / fraudulent document / information failing the verification , the entire EMD shall be forfeited and the applicant / contractor shall be debarred for period of 3(three) years from any further bidding / contracts offered by Assam Gas Company Ltd. from date of detection of such fraudulent act. If such case comes to light after issue of contract / LOI/W.O, the same shall be cancelled and any costs incurred by the contractor will be in his account and for which the company will not be responsible.

7.0 The school buses will be required to be registered as a commercial vehicle.

8.0 AGCL reserves the right to reject any / all applications without assigning any reasons whatsoever.

9.0 In case of any unprecedented Bandh / Holidays on the last date of receipt of applications or and on the date of "Draw-of-lots", the same will be the next working day except Saturday / Sunday.

**Managing Director
AGCL**

APPLICATION & DECLARATION FORMAT**Tender No: HV/TPT/27/H.VEH./P-II/2010/176 Dated 03/07/2019**
 Paste Recent
 PP Size
 Colour Photo
 35 X 35 mm
 (to be signed across)

I as Individual/Firm/Organization/Enterprise would like to submit my application for consideration in the above tender and furnish below the particulars as desired in the NIT:

1	Full name in block letters			
2	Father's Name and occupation			
3	Mothers Name and occupation			
4	Names of other family members with age and occupation:			
	Name	Age	Relationship	Occupation
5	Sex	Male / Female		
6	Proof of Experience and Turnover			
7	Address & Address Proof Document			
	Village / Town			
	P.O & P.S			
	District & PIN			
8	Telephone No / Mobile No			
9	Tender Fees Draft Details of Rs 590.00	Bank Name & Address		
		Draft No & Date		
10	EMD: Details of Fixed Deposit of Rs 30,000.00	Bank Name & Address		
		FD No & Date		
		Maturity date		
11	Declaration			
	<p>I declare that I am not an employee of AGCL or dependent family member of any AGCL employee in service. I declare that I am not an employee or dependent family member of any employee in service of any Government / Quasi Government / state or central Public Sector Undertaking.</p> <p>The information furnished by me in this format and enclosures are true and I am solely responsible for accuracy. In case any information provided by me is found to be false or misleading, my application may be rejected at the sole discretion of AGCL and contract, if any, awarded to me may also be cancelled. I further hereby declare and confirm my acceptance to all the rates, terms and conditions of the above noted tender.</p>			
	Dated :		Signature:	

FOR OFFICE USE ONLY

Application Receipt No					
Received by					
Received on Date					
Status of Application	Accepted		Rejected		
If Rejected, reason for rejection					
	Signature of Verifying Officer				

ACKNOWLEDGEMENT SLIP

Tender No: HV/TPT/27/H.VEH./P-II/2010/176 Dated 03/07/2019

Application Receipt No			
Applicant Name & Address <i>(to be filled in by the Applicant)</i>			
Contact No <i>(to be filled in by the Applicant)</i>			
Received on Date			
Date	Seal & Signature		

Form-1

(DECLARATION FOR TYPE OF VEHICLE)

To

Assam Gas Company Ltd,
PO- Duliajan,
Distt. Dibrugarh,
Assam-786602

Dear Sir,

I, the undersigned, on behalf of _____, hereby declare that I will provide school bus _____ (Make & Model of School Bus) for services at AGCL if I get selected through "Draw of Lottery" to be held on 29th July'2019.

(SIGNATURE OF APPLICANT)

RULES FOR DRAW OF LOTS

(TO BE HELD ON 29th July'2019)

REF: TENDER NO. HV/TPT/27/H.VEH./P-II/2010/176 Dated 03/07/2019

HIRING SERVICES OF MAHINDRA TOURISTER EXCELO/TATA STARBUS SKOOL/ASHOK LEYLAND SUNSHINE school bus (having 30-33 seats)

This is for general information to all concerned that the following rules will be applicable for the above noted draw of lots:

1. Application Receipt Nos that will be allotted to each application on receipt, will be the number used for the draw of lots. The Number series have three digits and will start from 101.
2. Assuming the number of applicants is less than 1,000; draw of lots will be held for “three” places only i.e for “unit”, “tenth” and “hundredth” to determine priority of a particular applicant.
3. There will be three tombola cages if the number of applicants is more than 100 but less than 1000.
 - 3.1 “Cage-A” will contain digits “0” to”9” (total ten tombola balls) for drawing out the digit for the unit place.
 - 3.2 “Cage-B” will also contain digits “0” to”9” (total ten tombola balls) for drawing out the digit for the tenth place.
 - 3.3 “Cage-C” will also contain digits “1” to “9” (total nine tombola balls) for drawing out the digit for the hundredth place.
 - 3.4 If the number of applicants is less than 100, in that case “Cage-C” will not be there and the “hundredth” place will be considered as 1 (One) every time.
- 4. Procedure of draw**
 - 4.1 First the digit in the unit place will be drawn from “Cage-A”. The digit coming out will be for the unit place (within 0 to 9) which after recording will be put back into the cage. The digit coming out, say 7, means the digit in unit place is 7.
 - 4.2 For the digit in the tenth place, draw will be done from the “Cage-B” in a similar manner and after recording will be put back into the cage. The digit coming out, say 3, means the digit in tenth place is 3.
 - 4.3 For the digit in the hundredth place, draw will be done from the “Cage-C”. The digit coming out will be for the unit place (within 1 to 9) which after recording will be put back into the cage. The digit coming out, say 4, means the digit in hundredth place is 4.

- 4.4 After drawing this, a three-figure number will be found i.e. 437, which will be assigned the "Priority Number". The first number thus selected would be assigned Priority No.1 to be considered for further processing. Draw shall be continued similarly for selecting priority no. 1 to 3 in the order.
5. Redraw for all digits in the number will be done in the following instances:-
- (a) After drawing the digits, if the number is found to be greater than the last number of the Application Receipt Number.
 - (b) If the number found is a repeat number.
 - (c) If the numbers are missing serial numbers.
- In all the above cases, the number drawn as above will be cancelled and draw will be repeated for all the digits.
6. The numbers drawn and the name of the applicant shall only be announced during the lottery.
7. Lunch Break from 11.00 am to 1:00 pm shall be allowed during the lottery.
8. Subsequently award of contract and hiring of the required services shall be done as per the terms & conditions of the NIT.

**Managing Director
AGCL**

Agreement No: _____

AGREEMENT

This contract agreement (herein after referred to as 'Contract') made on this ___ day of _____ , TWO THOUSAND NINETEEN A.D. between ASSAM GAS COMPANY LIMITED, a Govt. of Assam Undertaking incorporate under Companies Act. 1956, having its registered Office at Duliajan in the District Of Dibrugarh, Assam, PIN 786602 for the time being (hereinafter called 'AGCL') which expression shall where the context so requires or admits of , be deemed to include its successors and permitted assigns on one part.

AND

_____ son of _____, carrying on business as Proprietor/Partners/Company under the name and style of _____ and having His/Her/Their Registered/Main Office in the State of Assam and governed by the Indian Laws (hereinafter called the "Transport Supplier") which expression shall where the context so requires or admits of be deemed to include its successors and permitted assigns on the other part.

Whereas AGCL being desirous of hiring of School Bus of the Transport Supplier had invited Application vide NIT NO..... Dtd.....and the Transport Supplier was selected in response to his/her application against the said NIT and whereas AGCL has awarded the Transport Supplier the contract for providing a Brand New _____. The NIT No..... along with all Terms & Conditions, Application of the transport Supplier, Documents submitted along with the Application, Order Copy will form part & parcel of this agreement.

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

1.0 DEFINITION AND CONDITIONS GOVERNING THE CONTRACT

In this contract, unless the context otherwise requires:

1.1 "BASE STATION" means the station where the vehicle shall be permanently based.

1.2 DELETED

1.3 "BREACH OF CONTRACTUAL OBLIGATION" means amongst others also the following:

- i) Carriage of unauthorized passengers by the Transport Supplier while under this agreement with the AGCL.
- ii) Unauthorized use of the vehicle when released to the Transport Supplier for carrying out maintenance works/statutory works like road permit, fitness certificate etc.
- iii) Withdrawal of vehicle from the service before expiry of the term of this Agreement for any reason whatsoever without the consent/instruction of AGCL or its Authorized Representative.
- iv) Failure of the Transport Supplier to place the vehicle for periodic inspection as per schedule as directed by AGCL or its Authorized Representative.
- v) Change of Ownership & Registration during the entire tenure of the contract without consent from AGCL or its Authorized Representative.
- vi) Carrying of any kind of contrabands and/or other materials not belonging to AGCL

1.4 "Authorized Representative" means the following:

i) Head-Transport or his nominee in case of the following events:

- a) Initial and subsequent inspection of vehicle;
- b) Scrutiny of documents regarding Transport Supplier's compliance with the requirements under this agreement for permits, licenses, insurance documents etc.;
- c) Initial placement of vehicle with a user department or Daily allocation of vehicle for AGCL's duty.
- d) Release of vehicle for daily/periodic fuelling;
- e) Release of vehicle upon conclusion of this agreement;
- f) Assessment of time to be allowed for repairs in case of accident;
- g) Release of vehicle and termination of this agreement in case of complaints as to its deteriorated mechanical condition or Unruly behavior of the driver or repeated defaults by the Transport Supplier.
- h) Instruction to Transport Supplier to replace Driver engaged for operating the vehicle.
- i) Allotment of daily duties and timings for reporting and release;
- j) Certification of daily log sheets;

ii) Head-O&M in case of the following events:

- a) Release/forfeiture of Security Deposit/Earnest Money;
- b) Any dispute under this Agreement as to the Transport Supplier's obligations or otherwise;
- c) Determination of instances of shut down or stand by due to Force Majeure, Bandhs etc. or defaults or otherwise in case of dispute by the Transport supplier.
- d) Any other matter not specified hereinabove.

1.5 "DUE DATE OF PLACEMENT" means the date stipulated in Clause No.10, hereof

1.6 "DETERIORATED CONDITION OF VEHICLE " means any vehicle found not acceptable to Authorized Representative after mechanical inspection or/and vehicle found to be unworthy of undertaking the services envisaged under the provisions of this Agreement or/and vehicle which is facing repeated breakdown due to inadequate, improper periodic and curative repairs and maintenance and / or vehicle refused by the Authorized Representative/user department as being unfit.

1.7 "DAILY LOG BOOK" means the format as may be certified by the Authorized Representative on a day-to-day basis during the tenure of this Agreement.

1.8 "CREW" means Driver & Bus Attendant attached to the School Bus.

1.9 "DRIVER " means an individual possessing sound mental and physical health who must be in possession of an appropriate professional Driving License issued by the Regional Transport Authority who is having jurisdiction over the area of operations of the AGCL, who is (are) engaged by the Transport Supplier and provided with the service envisaged under this Agreement, cost whereof included in the fixed charge per month. The driver must fulfill all the conditions as explained in clause 5.3

1.10 "BUS ATTENDANT" means such crew engaged by the Transport Supplier and provided with Vehicle, cost whereof is included in the Fixed Charge per month.

1.11(A) "DEFAULT" means any of the following commissions or omissions by the Transport Supplier will lead to shut down of vehicle and/or breach of contractual obligations :-

- a) Delay in initial placement of vehicle(s) beyond the stipulated date/time;
- b) Unsuitability of the Driver or assigned Bus Attendant.
- c) Drunkenness and intoxication of the Driver/or the Bus Attendant.
- d) Non-availability of vehicle due to any reason, whatsoever, including but not limited to the following conditions:-
 - i) Deteriorated mechanical condition of the vehicle and/or breakdown;
 - ii) Due to inadequate routine maintenance
 - iii) Time taken for routine servicing / maintenance in any particular month in excess of time allowed for such maintenance in any month
- e) Non-possession of valid permits and licenses for the Driver and vehicle.
- f) Non-supply of fuel;
- g) Delay in placement of vehicle on any day as per the instruction of the Authorized Representative and or unauthorized and untimely withdrawn of vehicle on any day without prior permission and authorization from the Authorized Representative during the tenure of this Agreement;
- h) If the Transport Supplier bases the vehicle at a station other than the stipulated Base Station without the authorization of the Authorized Representative;
- i) Non-availability of vehicle due to defects detected upon periodic inspection/tests by Authorized Representative;
- j) Non-rectification of defects expeditiously upon detection by the Authorized Representative upon inspection/test undertaken by AGCL /Authorized Representative;
- k) Non-availability of vehicle beyond 24(Twenty Four) Hours allowable for repair / maintenance time per month;
- l) Non-availability of the vehicle when required by the Authorized Representative; and
- m) Failure on part of the Transport Supplier to discharge his/her obligations as set out in Clause 6.0 hereof and/or failure on part of the Transport Supplier to abide with particular instructions as set out in Clause 5.0 hereof and/or failure on part of the Transport Supplier to obey the instruction of AGCL as set out in Clause 4.0 hereof.
- n) Non-availability of services due to unauthorized/lightening strike by Transport Supplier or his Driver for any reason whatsoever. The period of non-availability of services will be treated as unauthorized shutdown.
- o) Non-availability of vehicle/crew/(Driver/ Bus Attendant) when the Company's operations are normal.

1.11 (B) In case of default not leading to shutdown, the Authorized Representative shall notify the Transport Supplier to remedy the default within reasonable time and till such default is remedied, if necessary the vehicle shall be released to the Transport Supplier, whereupon it shall be treated as shut down and the pro-rata fixed charge per day shall not be paid for the period of shut down and liquidated damages/penalty as applicable shall be levied too.

1.12 "NORMAL HOURS/TIMINGS OF DUTY" means the duty hours, which may be stipulated or instructed by the Authorized Representative.

- 1.13 "INSPECTION" means initial/periodic inspection carried out by the Authorized Representative to ascertain road worthiness of the vehicle along with necessary Permits, Insurance etc. for the vehicle. AGCL's decision in this regard shall be final.
- 1.14 "PRO-RATA FIXED CHARGE PER DAY" means the Fixed Charge per month divided by 30(Thirty) days.
- 1.15 "PENALTY" means the amount payable by the Transport Supplier in the event of breach of contract as stated in clause 1.11 which shall be at a rate of the pro-rata fixed charge per day. Penalty shall be levied irrespective of whether such breach resulted in a shut down or otherwise.
- 1.16(a) "SHUT DOWN" means disruption/non-availability of the Transport Service due to any of the defaults in Clause 1.11 (A).
- 1.16(b) "SHUT DOWN" shall also mean the non-availability of the Transport service due to an accident.
- 1.17 "STAND BY" means any of the following -
Payable fixed charge although the services are not available due to the following:-
i) For maintenance up to 24 (Twenty Four) hours per month, counted from the beginning of the calendar month. Any excess shut down over 24 hours for maintenance shall be treated as default and Clause 7.0 shall be applicable. In case it is not availed, the facility will stand lapsed for that period. Shut down due to minor breakdown of the vehicle (i.e., punctured tyre, minor mechanical adjustment etc.,) involving downtime up to a maximum of 1(One) hour shall not be included in the 24 (Twenty Four) hours time or counted towards shutdown which shall be allowed not more than 3(Three) instances in a calendar month.
ii) Re-fuelling time for the vehicle stationed at Duliajan which shall not be more than 30(Thirty) minutes and not involving more than 6(Six) km at any instance subject to a maximum of 07(Seven) re-fuelling in a calendar month.

2.0 PERIOD OF CONTRACT :

The period of contract shall be 5 (Five) years commencing from the date of placement of the Vehicle for duty extendable by one more year subjected to the condition that the performance as well as physical condition of the vehicle is found to be satisfactory by the AGCL/Authorized Representative at that time.

3.0 SCOPE OF CONTRACT :

- 3.1 The Transport supplier undertake to place a Brand New **MAHINDRA TOURISTER EXCELO/TATA STARBUS SKOOL/ASHOK LEYLAND SUNSHINE school bus (having 30-33 seats)** purchased after issuing of Work Order and shall place the vehicle within 1(One) month from the date of issuing Work Order/LOI by AGCL and using Diesel as fuel to be filled by himself/herself/themselves for performance of various duties of AGCL mainly for School Duties and other amenities to be mostly plied within Dibrugarh & Tinsukia Districts. On very special cases, the vehicles may be utilized for duty beyond the above districts, for which temporary passes etc. shall have to be obtained by the supplier from the concerned Authority.

3.2 HIRING CHARGES AND FUEL

AGCL shall pay a Fixed Monthly Hiring charge of Rs 58000/- excludes applicable GST etc. and includes all liabilities like engine oil replacement, coolant replacement, tyre replacement, all maintenance works and also statutory liabilities such as Road Tax, Insurance, Pollution Under Control Certification, Vehicle Fitness Certificate etc. Income Tax at applicable rates will however be deducted from the bills. Fixed charge also includes vehicle availability for 24 hours with services of Driver(s) for 12 hours everyday. Driver's Monthly wage of Rs. 10,500/- and Bus Attendant's monthly wage of Rs. 7,500/- is inbuilt in the fixed charge and includes any overtime payable to the Driver/Bus Attendant by the Transport Supplier beyond the period of 8 hours upto 12 hours everyday. Fixed charge also includes the cost of consumables and fuel as may be required for stipulated normal hours of duty at a stationary place when there is no Km run.

AGCL shall also pay the fuel charge to the Transport Supplier @ 1/6th (One Sixth) of average rate of commercial quality HSD for the month considering the prices prevailing on the first day and last day of the month (IOCL rate at Duliajan) per kilometer.

- 3.3 Taxes , if applicable will be paid extra for fuel charges , overtime and haltage.

4.0 RIGHTS OF AGCL.

4.1 AGCL and its Authorized Representative shall have the right to check all the relevant documentation and duly inspect/test the vehicle before accepting it for the contract under this Agreement. Any vehicle found deficient or defective in any manner will not be acceptable till such deficiency is completely rectified to the satisfaction of AGCL and its Authorized Representative. AGCL shall also have the right to check/inspect the vehicle from time to time to ascertain the vehicle's roadworthiness and suitability and to direct the Transport Supplier to remove and replace immediately the vehicle, if found unsuitable or unfit for use in AGCL's duty, with a suitable and good conditioned roadworthy vehicle which is acceptable to AGCL's Authorized Representative only as a temporary measure not exceeding 04 days.

4.2 AGCL and its Authorized Representative shall arrange for allocation of the vehicle's as per AGCL's requirement.

4.3 AGCL and its Authorized Representative shall have power amongst others as follows :-

- a) Fix the normal duty hours/timings of the Transport Supplier and regularly monitor the same;
- b) Instruct the Transport Supplier from time to time for such further inspection as may be necessary for the proper and adequate supply of services and for keeping such records as are deemed necessary.
- c) Instruct the Transport Supplier to remedy breach of contract and levy any penalty in relation thereto.
- e) Refuse the services of any vehicle found in deteriorated condition and order the Transport Supplier to rectify the defects or arrange for replacement till such default is remedied.
- f) Instruct the Transport Supplier to park vehicle at Transport Department, AGCL or at such other places as directed by the AGCL/Authorized Representative
- g) Instruct the Transport Supplier to utilize the services beyond the stipulated hours of service.
- h) Instruct the Transport Supplier to remedy/rectify expeditiously and defects revealed upon periodic inspection/test carried out by the Company. Such rectification shall be entirely at the Transport Supplier's cost.
- i) Instruct the Transport Supplier to remove the vehicle in respect of which the defects as afore stated which have been detected upon inspection/test periodically by AGCL/Authorized representative which have remained unrectified.
- j) Check the hour meter, speedometer and kilometer readings and notify any defects and determine any correction factor on the statement-cum-bill in case the readings are found to be defective.
- k) AGCL and its Authorized Representative shall clearly indicate the total shut down hours in a month due to maintenance of the vehicle and/or default with reason in the monthly statement which will be treated as final for determining liquidated damages or penalty, if any.

4.4 AGCL shall have the right to seek replacement of the Driver provided by the Transport Supplier in case the engagement of such Driver is felt to be detrimental to the interest of AGCL 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 AGCL or its representative or which may effect the health of the school going children of AGCL and in such case the Transport Supplier shall replace the Driver with immediate effect or within such time as given by AGCL .Be it expressly stated that AGCL shall not be responsible or liable in the event of any action by the Transport Supplier against his employees or workmen in any manner whatsoever arising out of the removal or replacement.

4.5 The Transport Supplier would at all times obey the instructions of AGCL/Authorized Representative and ensure compliance of the above mentioned orders and instructions.

5.0 PARTICULARS, SPECIFICATIONS AND INSTRUCTION TO THE TRANSPORT SUPPLIER:-

5.1 The Transport Supplier shall instruct his Driver to ensure that while driving all traffic rules including speed limits are necessarily observed. Any breach of law due to violation of traffic rules, speed limits, etc shall have to be redressed by the Transport Supplier entirely at his own cost.

- 5.2 The vehicle must all times be comprehensively insured against all risks.
- 5.3 The Driver(s) must possess valid and relevant permits and professional licenses. Also, the Transport Supplier should ensure that the buses deployed for duties are not driven drivers who have-
- i) Less than 05(five) years of experience of driving heavy vehicles.
 - ii) Been challaned more than twice a year for minor offences of jumping red lights, improper or obstructive parking, violating the rule requiring driving within the bus lane, violating restricting the overtaking, allowing unauthorized person to drive.
 - iii) Been challaned/charged even once for the offence of over speeding, drunken driving and driving dangerously.
- 5.4 The vehicle must be registered as a commercial vehicle with the DTO and periodic requirements of fitness test, must be complied with the evidences produced to AGCL/Authorized Representative in this regard as and when required .
- 5.5 The vehicle must at all times be licensed by the appropriate Govt. authority having jurisdiction in the operating areas of the Company to ply on commercial basis and to carry passengers and goods as applicable and within the designed load capacity.
- 5.6 The Transport Supplier must ensure timely renewals of all licenses and permits certificates within the due dates.
- 5.7 The Transport Supplier shall provide at his/her/their own cost the accommodation/housing for his/her/their Driver & Bus Attendant.
- 5.8 (a) Hour meter, Speedometer and tripmeter, milemeter gauge must be maintained at a high standard of accuracy. Any defects noticed by AGCL/Authorized Representative at the initial and subsequent periodical inspection must be rectified forthwith by the Transport Supplier at his own cost. Until such rectification, the readings of the instrument will be subject to such correction factor as may be determined by AGCL/Authorized Representative. AGCL's decision in this regard shall be final and binding on the Transport Supplier.
- (b) Monthly payments shall accordingly be regulated according to the corrected readings.
- 5.09 The Transport Supplier shall not refuse the vehicle to be driven by AGCL's driver(s) / officer(s) in case of emergency when Transport Supplier's driver(s) is/are not available for any reason.
- 5.10 The Transport Supplier shall not refuse parking of any vehicle at such places as may be directed by AGCL/Authorized Representative.
- 6.0 OBLIGATIONS OF THE TRANSPORT SUPPLIER:
- 6.1 The Transport Supplier hereby agrees and covenants that he/she/they shall provide a well equipped and roadworthy brand new **MAHINDRA TOURISTER EXCELO/TATA STARBUS SKOOL/ASHOK LEYLAND SUNSHINE school bus (having 30-33 seats)** using Diesel as fuel with all necessary fittings and accessories free from all defects, whatsoever, for performance of AGCL 's duty as directed from time to time for 12 (Twelve) hours per day for seven days a week for a period of 5(five) years along with a well trained and efficient Driver having valid Professional Driving License for the purpose.
- 6.2 The Transport Supplier shall furnish in writing the name, address and other relevant particulars of the Driver along with a passport size photograph of the Driver at the time of placing the vehicle with AGCL. In case of any replacement or change of the Driver by the Transport Supplier, whether on temporary basis or permanently, the Transport Supplier shall furnish similar particulars about the new Driver/Bus Attendant.
- 6.3 The Transport Supplier shall provide the vehicle on 24 hours basis 7 days a week along with the Driver on 12 hours duty every day as described hereinabove and commence regular and continuous service within 30 days from the date of issuing WORK ORDER.
- 6.4 The Transport Supplier shall submit the bills in triplicate 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 .

- 6.5 AGCL shall neither entertain any demands from the employees of the Transport Supplier nor deal directly or indirectly with any recognized or un-recognized unions of such employees. Be it expressly stated that it shall be primarily and solely the responsibility of the Transport Supplier to deal, interact and settle any demands or disputes of his employees individually or through any unions or otherwise and AGCL shall not mediate or be a party in this matter at all.
- 6.6 Any normal hours/timings of duty will be decided by AGCL/Authorized Representative and shall be binding on the Transport Supplier. The normal hours of duty/timings may be changed from time to time at the discretion of the Company and the Transport Supplier shall be obliged to accept such changes.
- 6.7 The Transport Supplier agrees that the vehicle, during the duty hours, when not allotted any duty and/or after completing the allotted duty shall be parked at such other place as directed by AGCL or its authorized representative.
- 6.8 The Transport Supplier and/or the Driver/Bus Attendant shall not take the vehicle outside the parking area and/or such other place as authorized by AGCL without written permission from the Authorized Representative of AGCL.
- 6.9 Transport Supplier agrees that after performing the allotted duty the Driver/ Bus Attendant along with the vehicle shall report to Authorized Representative of AGCL for further instructions before parking the vehicle at the stipulated parking place.
- 6.10 The Transport 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 AGCL's duty under this Agreement.
- 6.11 The Transport Supplier shall be responsible, at his own cost for timely payment of all taxes, levies, duties, insurance, premium, fees for permits, Pollution under 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 AGCL under this Agreement and shall bear all expenses related thereto. Documents like Commercial Registration, Professional driving license, Road Tax, Fitness certificate, Insurance certificate, Pollution certificate etc. should always be updated during the period of contract. For non permission of any of the valid statutory documents, the Transport Supplier will be solely responsible.
- 6.12 The Transport Supplier shall produce all relevant documents as required for rendering transport service under this Agreement at the time of commencement of the contract and subsequently from time to time during contract period before the authorized representative of AGCL for verification .
- 6.13 The Transport Supplier shall be responsible for any requisition of the vehicle by any Govt agency/Deptt., any accident and damage to the vehicle or to any other person(s) or property and/or in case of any theft/loss of the vehicle, any injury to the Driver and/or passenger, vehicle travelling on AGCL allotted duty and shall bear all costs and expenses related thereto.
- 6.14 The Transport Supplier shall be responsible for informing immediately 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 the vehicle provided on AGCL's duty under this Agreement. The Transport Supplier shall also inform AGCL or any such incident immediately.
- 6.15 The Transport Supplier shall at his own cost provide the necessary Lubricants and other consumables as shall be necessary for smooth functioning of the vehicle.
- 6.16 In case of any damage to any property of AGCL arising out of or involving the vehicle provided by the Transport Supplier, the cost and expenses of repairing such property as determined by the competent authority of AGCL shall be realized from the Transport Supplier's bill.

7.0 (A) LIQUIDATED DAMAGES :

"LIQUIDATED DAMAGES" means pro-rata fixed charge per hour rate payable by the Transport Supplier in case of Default as mentioned in Clause 1.11(A) sub clause (a) to (o) which shall be levied for the shutdown period on the basis of 0.5(Zero Point Five) times the rate subject to maximum of 12(Twelve) hours in a month arrived at on a cumulative basis. In case of continuing default beyond 12(Twelve) cumulative hours in a month, it would be treated, as breach of Contract and penalty as per clause No.1.15 will only be applicable.

(B) SPECIAL LIQUIDATED DAMAGES :

It means the amount payable by the Transport Supplier in case of default as mentioned in para 1.11(A) sub clause (n) to (o) which shall be levied at the rate of twice the pro rata fixed charge per day. Special L.D. shall be levied irrespective of whether such default resulted in a shutdown for the whole day or part thereof.

8.0 RESPONSIBILITIES OF THE AGCL :-

AGCL shall make payment of the monthly bill of the Transport Supplier after making various statutory deductions and adjustments, if any, by A/C Payee Cheque within 20 (Twenty) days from the date of receipt of the bill in triplicate by AGCL.

9.0 SECURITY DEPOSIT:

9.1 The transport supplier shall upon acceptance of the agreement, pay to AGCL prior to placement of vehicle, a Security Deposit amounting to one month fixed charge by way of DEMAND DRAFT/ BANKER'S CHEQUE/ BANK GUARANTEE valid beyond six months of the full tenure of the contract, in favour of ASSAM GAS COMPANY LIMITED, DULIAJAN and payable at Duliajan from any Nationalised Bank as a guarantee towards smooth operation of the services envisaged under the Agreement. This money shall not bear any interest and will be refunded only upon successful completion of the tenure of the contract (including any extension being granted) after deduction/recovery, if any. Failure to provide the aforesaid security amount would render the party liable for rejection and in turn forfeiture of EMD apart from any other actions AGCL may take at its sole discretion.

9.2 The Security Deposit shall be forfeited in case of the occurrence of the following events:-

- a) In case of any event occurring as envisaged in clause No.11 thereof, where the outstanding bills are not adequate to recover the damages to the extent of such shortfall;
- b) In case of premature termination due to default or breach of contract by the Transport Supplier.

10.0 The Transport Supplier shall place the vehicle to AGCL for regular and continuous service as per this agreement on and with effect from the due date of placement. Any delay in placement of vehicle for whatsoever reasons beyond the stipulated due date of placement will call for forfeiture of EMD as deposited to AGCL hereof without prejudice to any other rights of AGCL reserved in this Agreement.

10.1 The Transport Supplier shall place the vehicle to AGCL and maintain the normal service EVERY DAY with driver as required by AGCL. In the event of a default leading to a shut down the Transport Supplier shall not be paid the daily pro-rata fixed charge for the day(s) or part thereof and also be liable to pay to the Company liquidated damages. Such damages will be recovered normally from the Transport Supplier's outstanding bills for the specific shut down period.

10.2 (a) In case of accidents and consequent non-availability of vehicle, pro-rata fixed charges will be deducted but the same will not attract liquidated damages if the Transport Supplier notifies in writing to AGCL with adequate proof about the accident, copy of FIR (FIRST INFORMATION REPORT) lodged by the Transport Supplier, MVI(Motor Vehicle Inspector) report and copy of garage certificate(in case of damage of vehicles) shall be required as mandatory in addition to other proof to be submitted and accepted by Head-Transport. If satisfied with the documents submitted, Head-Transport may waive the liquidated damage in part or full and his decision in this regard shall be final and binding on the part of the Transport Supplier. However, this will not be applicable in case of

- (i) Accidents caused by rough/rash driving or because of negligence of the driver engaged
- (ii) Where a FIR is lodged by a third party and services of the vehicle is not available for formalities to be observed as per the laws of the land. In such a situation the vehicle will

be treated as shut down and will attract liquidated damages in addition to deduction of pro-rata fixed charges.

10.2 (b) In case of accidents or otherwise leading to damage/breakdown of the vehicle the time required to repair and place back the vehicle into AGCL's service shall be decided by the AGCL's Head-Transport which shall be final and not alterable. On expiry of such allotted time for placement of vehicle, liquidated damages will be recovered in addition to the deduction of pro-rata fixed charges.

10.2 (c) In case of Bandhs, Rasta Roko, and Strike etc. called by other organisation and if the vehicle is not available for operations due to absence of driver or otherwise the vehicle will be treated as shut down and pro-rata fixed charge will be deducted. However, if the AGCL feels such shut down could have been avoided liquidated damages will be imposed and shall be recovered from the subsequent bills of the Transport Supplier with proper intimation. It is to be clearly understood that 24(Twenty Four) hours time allotted per month for general maintenance without deduction of pro-rata fixed charge will not be adjusted against such bandh /strike period.

11.0 TERMINATION:

In the event of the Transport Supplier's failure to place vehicles in due time or render proper services as per terms of this Agreement, AGCL reserves the right to terminate the Agreement with 30(Thirty) days notice in writing and on the expiry of this notice period, this service Agreement shall stand terminated and Transport Supplier shall not be entitled to any damage or compensation on account of such termination or otherwise from any cause arising whatsoever.

11.1 AGCL may without prejudice to any other remedy for breach of contract, by written notice of default sent to the Transport Supplier to terminate this Agreement in whole or in part if the Transport Supplier fails to perform any of his obligations under this agreement or if the Transport Supplier does not cure his failure immediately upon receipt of notice from AGCL

11.2 AGCL may at any time terminate the contract giving a written notice to the Transport Supplier without compensating him, if the Transport Supplier becomes bankrupt or otherwise insolvent, provided such termination will not prejudice or effect any right of action or remedy which occurred or will occur thereafter to AGCL.

11.3 This Agreement shall stand terminated in case of default due to delay in placement of vehicle beyond the due date of placement stipulated hereof and the Transport Supplier shall be debarred at the discretion of the Company from quoting against any future contract for a period not exceeding 2(Two) years for such default. Such termination will be without prejudice to the AGCL to forfeit the Security Deposit also.

12.0(a) Monthly statement / bills submitted by the Transport Supplier will be cross checked by the Company with the records maintained by the Company. Wherever discrepancies are found the Company would have right to make necessary corrections in the statement/bill submitted by the Transport Supplier before certifying/countersigning the same for processing payment.

12.0(b) A daily logbook will be maintained in duplicate. Both copies of the daily log book have to be submitted with statement-cum-bill for claiming payment by the Transport Supplier.

13.0 AMBIGUITY:

Should there be any doubt or ambiguity in the interpretation of the Contract Document or error, omission or contradiction there in or in any one of them, the Transport Supplier shall prior to placement of vehicle, apply in writing to AGCL for decision in resolving the issue, ambiguity or correction of the error or omission as the case may be. Should the Transport Supplier fail to apply to AGCL for decision as aforesaid prior to placement of vehicle, the Transport Supplier shall do at own risk. The decision of AGCL shall be final binding on the Transport Supplier.

14.0 INDEMNITY:

Notwithstanding either party's fault, neither party shall be liable to the other party in respect of any consequential damage whatsoever. The term 'consequential damage' as used herein shall include without limitation to the meaning, loss of profit, business opportunities or use of assets.

15.0 FORCE MAJEURE:

It means except or otherwise specified in the event of either party being rendered unable by force majeure to perform any obligations required to be performed by them under this Agreement, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which such cause lasts. The terms "Force Majeure" as employed herein shall include Acts of God, War, Revolt, Riots, Fire, Flood, illegal & unlawful Strikes, Bandhs, Sabotage, failure or destruction of roads, culverts or bridges over or on which Transport Supplier's vehicle is to travel. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 48(Forty Eight) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of his claim.

16.0 SUB-CONTRACT:

The Transport Supplier shall not sub-contract all or any part of the work envisaged under this Agreement.

17.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

If it is found that a Transport Supplier has furnished fraudulent document/information, the Security Deposit shall be forfeited and the party shall be debarred for period of 3(three) years from date of detection of such fraudulent act, besides the legal action.

18.0 EXTENSION OF TERM OF AGREEMENT:

If the Transport Supplier hereto desires an extension of the Period Of Contract, it shall give to AGCL a prior application in writing of its such intension at least 06 (six) months before the expiry of the period and also fulfill the clause 2.0 where upon the period may be extended on such terms and conditions as agreed in the original Agreement and the Extension Agreement shall be executed prior to expiry of the Original Agreement. The Security Deposit will also be extended with validity 6 months beyond the last date of the extended period.

IN WITNESS WHEREOF the parties hereto sign this Agreement on the date and year above mentioned.

(Signature of Transport Supplier)
Or Legal Authority

Name :

Designation :

Witness :

(Signature of acceptance Authority)
on behalf of AGCL Duliajan

Name :

Designation :

Witness :