

**GOVERNMENT OF ASSAM****FLOOD AND RIVER EROSION MANAGEMENT AGENCY OF ASSAM, (FREMAA)**Address: 4<sup>th</sup> floor, Assam Water Centre, Basistha Chariali, NH-27, Guwahati-29,Phone/Fax-(0361)2309896, Email: [ceo-fremaa@assam.gov.in](mailto:ceo-fremaa@assam.gov.in), Website: [www.fremaa.assam.gov.in](http://www.fremaa.assam.gov.in)

FREMAA(P)/TECH/WB/58/2022/82/4089

Date: 4.03.2023

**REQUEST FOR QUOTATION (RFQ)**

Flood and River Erosion Management Agency of Assam (FREMAA), at 4<sup>th</sup> Floor, Assam Water Centre (AWC), Basistha Chariali NH 27, Guwahati-29, invites quotations from esteemed agencies/firms for "Hiring of Vehicle for FREMAA Office". The interested firms/agencies may submit their quotations in a sealed envelope super scribing "Hiring of Vehicle for FREMAA Office" addressed to the Chief Executive Officer, FREMAA at the office on or before 17/04/2023 up to 03:00 PM. The quotations will be opened on the same day at 3:30 PM. A Pre-Bid meeting will be held on 22/03/2023 at 02:00 PM at 4th Floor Conference Hall of FREMAA.

SL No	Item Name	Unit	Qty
1	Hiring of Vehicle for FREMAA Office	Months	24

**Bidders are requested to go through the following before submission of quotation:**

- Annexure A: Vehicle Requirement
- Annexure B: Terms and Conditions
- Annexure C: Letter of Quotation- Financial part
- Annexure D: Price Schedule
- Annexure E: Rate Contract Agreement

**Detailed RFQ can be downloaded from the tender section of the website of FREMAA i.e <https://fremaa.assam.gov.in/>**

  
(Dr. Jeevan B, IAS)  
Chief Executive Officer,  
FREMAA

Memo No: FREMAA(P)/TECH/WB/58/2022/82/4089

Date: 4.03.2023

Copy to:

- The Director of Information & Public Relation Govt of Assam for arranging publication of the above notification in one leading English local daily and one Assamese daily
- TO(C)-FREMAA, for publishing in the FREMAA official website.

  
Chief Executive Officer,  
FREMAA

Annexure ATable1: VEHICLE REQUIREMENT

SL No	Vehicle type with particular	Description	Quantity	Delivery Period	Place of Delivery
1	Bolero	<b>Digital Meter, Diesel Engine with AC latest Model</b>	1	7 days from the date of Hiring Order	O/o Chief Executive Officer, FREMAA, AWC
2	Scorpio		1	-do-	-do-
3	Swift Dzire/ Toyota Etios		1	-do-	-do-
4	Toyota Innova Crysta		1	-do-	-do-
5	Honda City/Hyundai Verna		1	-do-	-do-

**TERMS & CONDITIONS**

**1. Eligibility Criteria:**

- a) The bidder should have legal business entity in Assam, Trade license to be submitted.
- b) The bidder should have executed at least one vehicle hiring contract for a year for the last three years (2019-20,2020-21, 2021-22) with Govt. organisation, PSUs or Reputed Private Organisation. Contract Details of satisfied clientele with performance certificates/work order along with payment proof must be provided.
- c) The bidder's annual average financial turn over in managing the Vehicle Supply and operating business should not be less than 25 Lakhs during the any three financial years in the last Five years (2017-18,2018-19,2019-20,2020-21,2021-22) duly audited and certified by CA.
- d) Should have GST registration.  
**Supporting documents to be provided for 1 (a) to 1 (d).**

**For 1 (b) Work order/Contract Agreement/Letter of Acceptance/Payment order may be submitted as documentary evidence**

2. The lowest quoted (excluding tax) bidder at **Annexure B** fulfilling the above criteria at Sl. No.1 will be eligible for award of contract.
3. **All the pages of the Quotation have to be signed by the authorized representative of the bidder.**
4. Quotation Price:
  - a) The financial quote for the rate offered should be mentioned separately for daily/ monthly basis as per the format attached. The financial quote for the rate offered should be inclusive of all but excluding GST.
  - b) The agency has to quote for all the vehicles as mentioned in Annexure D.
  - c) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject on any account.
  - d) The prices shall be quoted in Indian Rupees only.
  - e) The format for bid price is as mentioned in Annexure D
5. The selected agency(ies) shall be engaged based on the approval by Selection Committee constituted for the purpose by the FREMAA.
6. Bidder should fill up rates both in figures and words in the Financial Part.
7. The applicable tax should be shown separately
8. The FREMAA does not bind itself to accept the lowest bidder and reserves the right to reject any or all the Quotations without assigning any reason.
9. That, in case the price quoted by the lowest responsive bidder is not reasonable or found to be high, the price may be negotiated with lowest responsive bidder. Procuring entity



reserves its right to renegotiate the price with the rate contract holders during the validity of the rate contract.

10. Successful bidder will have to keep an interest free deposit of Rs. 25,000/- (Rupees Twenty Five Thousand) only with the FREMAA as Performance Security in the form of Fixed Deposit at the time of signing of the Agreement.
11. The successful bidder will have to enter into an agreement **Annexure C** within three (7) days after receipt of the Letter of Acceptance (LoA) from FREMAA.
12. The Performance Security of the empanelled agency shall be released after three (3) months from the closure date of the Agreement.

LETTER OF QUOTATION- FINANCIAL PART

(This financial part must be submitted using official letterhead of the firm)

RFQ No FREMAA(P)/TECH/29/2022

Date:

To,

The Chief Executive Officer  
FREMAA, 4<sup>th</sup> Floor Assam Water Centre  
Basistha, Near NH 27, Guwahati 781029

Sub: Request for Quotation (RFQ) for "Hiring of Vehicle for FREMAA Office"

Sir,

I/We, the undersigned, hereby submit the financial part of our Quotation. In submitting our Financial Part, we make the following additional declarations:

- (a) Our quotation shall be valid for the period of 180 days from the deadline fixed for the quotation submission;
- (b) I/we have thoroughly read and understood all the terms and conditions as contained in the RFQ and agree to abide by them.

Yours faithfully,

(Authorized Signature)

Name & Title of Signatory In the capacity of [insert legal capacity of person signing the Letter of Quotation]

Name of the Bidder

Address

Telephone no.

Email id.

Dated on      day of \_      ,      [insert date of signing]

**PRICE SCHEDULE****(i) Monthly rental**

SL No	Vehicle type with particular as stated in Table1(Annexure-A) of RFQ.	Rent per Month (Rs) with driver including all taxes but excluding GST	Fuel Charges (Rs) per Km	Total Overall evaluated quoted price excluding GST
		A	B	C= A+(B X 3000*)
1	Bolero			
2	Scorpio			
3	Swift Dzire/ Toyota Etios			
4	Toyota Innova Crysta			
5	Honda City/Hyundai Verna			

**\*Assuming 3000 KM for evaluation purpose only**

**(ii) Daily Local rental**

SL No	Vehicle type with particular as stated in Table1(Annexure-A) of RFQ.	Rent per Day (Rs) with driver including all taxes but excluding GST	Fuel Charges (Rs) per Km	Total Overall evaluated quoted price excluding GST
		A	B	C= A+(B X 200*)
1	Bolero			
2	Scorpio			
3	Swift Dzire/ Toyota Etios			
4	Toyota Innova Crysta			
5	Honda City/Hyundai Verna			

- **\*Assuming 200 KM for evaluation purpose only**

**(iii) Daily Outstation rental**

SL No	Vehicle type with particular as stated in Table1(Annexure-A) of RFQ.	Rent per Day (Rs) with driver including all taxes but excluding GST	Fuel Charges (Rs) per Km	Night hold charges for vehicle and driver	Total Overall evaluated quoted price, excluding GST
		A	B	C	D= A+(B X 600*) +C
1	Bolero				
2	Scorpio				
3	Swift Dzire/ Toyota Etios				
4	Toyota Innova Crysta				
5	Honda City/Hyundai Verna				

**\*Assuming 600 KM for evaluation purpose only**



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STAMP

### RATE CONTRACT AGREEMENT

No

This deed of agreement is made in the form of agreement on .....th Month 2023, between the Chief Executive Officer, FREMAA (Employer) and .....(hereinafter referred to as the second party), to execute the vehicle hiring services for FREMAA office” on the following terms and conditions.

#### A.Contract Price

The rate Contract Price for the services (hereinafter referred to as the “total price”) are as follows:

SL No	Vehicle type with particular	Monthly rental *(Rs)	Daily rental*(Rs) Local	Daily rental*(Rs) Outstation
1	Bolero			
2	Scorpio			
3	Swift Dzire/ Toyota Etios			
4	Toyota Innova Crysta			
5	Honda City/Hyundai Verna			

\*Bifurcation of rates are attached in the Price Schedule.

## A. Scope of Service

- 1) The agency shall have to provide vehicle fit for commercial use and with driver having appropriate license as per regulation and relevant insurances as prescribed by the Transport Department. In addition to the list of vehicles mentioned in the RFQ the agency should have at least one additional vehicle in good condition (which are not more than 2 years old).
- 2) The vehicle deployed should be of latest model (not older than two years i.e. date of Registration should be on or after January 2021). The vehicles must have clean seatcovers/towels, car perfume, sanitizer, tissue box and should be in good running condition with no cabin noise on each day of deployment of the vehicle. The supplied vehicle on "Monthly Hiring Basis" shall be for 24 hours on a day basis and will be at the disposal of FREMAA.
- 3) The vehicle should be provided to this office, whenever asked, at a notice of 30 minutes. The reporting time of vehicles would be 30 minutes prior to the scheduled pick-up time. There is no guarantee that vehicles would be hired daily, the requirement may vary from zero vehicles to 10 vehicles on some days. On some special occasions vehicles may be required in bulk, i.e. upto 10. For bulk requirement of vehicles, requirement would be informed at least one day in advance. But in urgent situations the service provider should be able to provide vehicles within 4 hours after being informed. The vehicles shall be made available on all days including Saturday, Sunday & Public holidays, if required.
- 4) This office reserves the right to revise the requirements of vehicles being hired. The service provider shall be required to provide as many vehicles as may be required by this office on the same rates as approved in the tender.
- 5) The vehicles should be sanitized daily before being sent on duty.
- 6) The Agency shall be responsible for paying all expenses related to repair and maintenance Charge, relevant insurance, taxes levied by local authorities. Toll tax, if any, shall be reimbursed on production of receipt.
- 7) The Driver must be deputed in all days during the Contract Period. The driver must follow the prevailing Health, safety & Environment rules as issued by FREMAA from time to time.
- 8) In case of breakdown within Guwahati/ outside Guwahati, vehicles have to be replaced within a reasonably short time, failing which the user will hire an alternate vehicle for which the hire charge of the alternate vehicle will be deducted from the bill. No cost will be borne by the user for any repairing of vehicle that may arise during any journey.
- 9) In case the vehicle is unavailable due to repair or maintenance or breakdown, replacement vehicle of equal or better model has to be provided promptly.
- 10) All vehicles must be insured including but not limited to Third party Insurance and must have Fitness Certificate & Pollution Control certificate as per relevant sections of Motor Vehicle Act 1986 as amended from time and IPC.
- 11) In circumstances, if the hired vehicle is involved in damage of property or life or violation of any relevant sections of Motor Vehicle Act 1986 as amended from time and IPC, hiring authority shall have no responsibility whatsoever and will not entertain any claim in this regard. Agency shall hold FREMAA harmless and indemnify against all claims, costs, expenses, losses of any nature during the currency of the contract.
- 12) The engagement and employment of drivers and payment of wages to them as per Provision of various Labor Laws & Regulations is the sole responsibility of the agent and any breach of such laws or regulations shall be deemed to be breached of this contract.
- 13) The agency shall assign the job of driving of the offered hired vehicles only to qualified, experienced and licensed drivers for ensuring safe driving and assuming full responsibility for the safety of the officers/staff while on the vehicle. CEO, FREMAA shall have no direct or indirect



responsibility arising out of such negligent, rash and impetuous which is an offence under IPC and any resultant loss/ damage caused to any officers/staff have to be compensated by the agent.

- 14) The agency shall send the vehicle for periodical servicing by providing replacement vehicle to the FREMAA at his/her cost. FREMAA, Assam will not pay any Fuel Charges for such servicing nor any bill shall be raised for the duration involved for such servicing, unless replacement vehicle is provided. The agent shall have the responsibility for arrangement of food and accommodation of the driver either within Guwahati or outside Guwahati. FREMAA will not bear any cost for providing accommodation and food during the period for which the vehicle is hired.
- 15) All monthly hired vehicles need to park in the office campus of FREMAA. Payment on FREMAA's holiday will be deducted from the monthly charge if the vehicle is not park in the campus of FREMAA. If the car is not kept in the office campus, then extra kms expended for running to and fro from garage to office will be deducted.
- 16) The drivers should preferably stay near (preferably within 3 Km) to the office campus so that they can attend the office within short time. The driver should be polite and vehicle should be neat and clean.

17) Agency must maintain a regular log book for the vehicle placed under FREMAA.

i) The driver of the vehicle shall maintain the proper LOG SHEET.

ii) The agent should ensure that the KM reading (Odometer) of the vehicle is working properly.

iii) The driver of the vehicle must ascertain that the LOG SHEET is duly filled and signed by the officer using the vehicle.

iv) In case the KM reading is found to be wrong on checking, penalty shall be imposed by the authority and necessary action will be taken by the authority.

v) The calculation of mileage shall be from this office to this office, not on garage-to-garage basis. For this purpose, the service provider shall ensure that the odometer of the supplied vehicle is properly sealed. In case of any doubt the authorized officer of this office may get odometer of the vehicle checked from any authorized workshop at the cost of service provider.

18) The drivers deputed for service to this office should carry valid driving licence. They should also not have been involved in more than two punch or challan/s for negligent driving. They should not have any police records/criminal cases (previous or pending) against them. The service provider should make adequate enquiries about the antecedents of the drivers before deputing them for service to this office. An undertaking in this regard should be submitted.

19) The driver(s) should be appropriately dressed in formals and must carry a mobile phone in working condition, for which, no separate payment shall be made by this office. The drivers should be well conversant with the roads & routes of Assam and equipped to use GPS. The operation and functions of the drivers shall be governed as per the Motor Vehicles Act and Rules. The drivers should remain with the vehicle during the entire period of duty. In case of any need, they should seek permission from the concerned officers.

The drivers should have a minimum experience of **five years** of driving, which should be verifiable from the date of issuance of the driving license.

20) This office shall not be responsible for any challan, loss, damage or any accident of the vehicle or to any other vehicles or for the injury to the driver or to any other third party. The loss or damage or legal expenses on this account shall be borne by the service provider.

21) In case of any break down of vehicle on duty, the service provider shall make arrangement for providing another vehicle. In such a case, mileage from garage to the point of breakdown or



vice versa would not be paid. In case the service provider is not able to provide alternate vehicle within reasonable time, this office would hire similar category vehicle from open market and the bill for the same shall be borne by the operator.

22) All expenses relating to salary and allowances of the driver shall be borne by the service provider. Like-wise all expenditure related to the vehicle including insurance, maintenance & fuel etc. will also be borne by the service provider.

23) The agency must be responsible for compliance of all statutory provisions related to minimum wages, etc, in respect of the drivers deployed by it. The service provider will be fully responsible for payment of wages and other dues and compliance of the labour laws, welfare schemes applicable to the drivers deployed by them for this office.

24) The service provider should provide single contact person/supervisor/manager for the fleet of vehicles deployed for this office. It would be responsibility of the supervisor to keep track of the vehicles; also any instruction regarding vehicles would be communicated by this office to the supervisor telephonically. It would be the responsibility of the supervisor to ensure that the vehicle reaches the desired location and reports to the designated officer in time. The contact detail of the supervisor must be intimated immediately on award of contract.

### **B. Performance Security**

Within 15 days of receiving letter of acceptance, the successful bidder shall deliver to the Chief Executive Officer, FREMAA the performance security (in the form of bank guarantee in favour of the Chief Executive Officer, FREMAA) for an amount of **Rs 25,000/-**. The Performance Security shall be valid till the 3 months later than expiry of the period of Contract. Failure of the successful Bidder to furnish performance security and to sign the agreement within the period stipulated shall constitute sufficient grounds for annulment of award and debarring the bidder from participation in bidding for works by the Employer for a period of one year, in which case the Employer may make the award to the next lowest evaluated bidder or seek quotations afresh.

### **C. Penalty**

If any vehicle does not report for duty on any day(s) or the driver reports late (more than 30 minutes late than the scheduled reporting time) or there is violation of any other provision of the tender, then a penalty of Rs. 500/- per small size vehicle, Rs. 1000/- per mid/large-size vehicle would be levied for each such incident. If penalty amount exceeds the performance security amount, the contract may be terminated.

### **D. Payment Terms**

This section provides details about the terms and conditions of payment towards the services; it may also include deduction of payment in case of faulty service.

Some notable points under payment terms are-

1. The payment shall be made as per the financial quotes submitted by the Service Provider and accepted by the Buyer.
2. No advance payment shall be made to the Service Provider. The price quoted shall cover all aspects of service delivery, it shall be inclusive of all consumables required to provide the service. Nonetheless, any charges borne by the Service Provider with respect to toll charges,



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parking fee or entry taxes shall be reimbursed on actual basis upon submission of proof of payment.

3. Payment shall be made within 20 days after submission of invoices, logbook, service feedback within 7(Seven) days of beginning of each month, non-submission of the same may lead to delay/ deduction in payment.
4. All the penalties/ fine/ interest (if applicable) will be settled before making the payments. Service Provider shall not have any objection on the same. Payment will be made through bank transfer only, in no circumstance cash/ cheque payment will be made.

5. **Price Fall Clause:** If the original rate contract holder quotes a lesser price or reduces its price to render similar services at a price lower than the rate contract price to anyone in the State, at any time, during the validity of the rate contract, the rate contract price shall be automatically lowered or reduced accordingly to such lesser or reduced price quoted for the subject matter of procurement with effect from the date of such quoting or reducing, and the rate contracts shall also be amended accordingly.

#### **E. Validity of Contract**

1. The contract, if awarded, shall be initially valid for a period of Two Year (02 years) from the date of award. The contract can be extended for further period of One (1) more year on same terms and conditions and same rates, subject to satisfactory services provided by the vendor. Performance Security has to be extended accordingly
2. The contract will have probationary period of three months. The contract for the remaining Nine months (21 Months) will be confirmed only if the services offered by the contractor are found satisfactory during the probationary period.

#### **F. Dispute Resolution:**

- i) In case of any dispute, CEO, FREMAA would be final deciding authority.
- ii) During the period of this agreement, any matter or dispute, which has not been specifically covered by this agreement, shall be decided by this Office whose decision shall be final and binding on the service provider.

#### **G. Termination of the Contract**

1. In case of breach of contract or in the event of not fulfilling the minimum requirements/statutory requirements, the FREMAA shall have the right at any time to terminate the contract forth with in addition to forfeiting the Security Deposit amount deposited by the Contractor and initiating administrative actions for blacklisting, etc. solely at the discretion of the competent authority of the office of FREMAA
2. The Contract can be terminated by either party, i.e., FREMAA, after giving three months' notice to the other party extendable by mutual agreement till alternate arrangements are made. However, FREMAA reserves the right to terminate the contract without giving any notice in case the Contractor commits breach of any of the terms of the contract.
3. FREMAA's decision in such a situation shall be final and shall be accepted by the Contractor without any objection or resistance.

4. If the successful bidder withdraws or the services provided by the successful bidder are not found satisfactory during the probation period of three months from the date of taking over charge of the services, FREMAA reserves the right to terminate the contract without giving any notice and initiate appropriate necessary action in the matter for making alternate arrangements.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed in their respective names as the day and year first above written

<p>For and behalf of Flood and River Erosion Management Agency of Assam (FREMAA)</p>	<p>For and behalf of .... (Name of selected Agency/Firm)</p>
<p>Name and Signature of authorised representative of the client:</p>	<p>Name and Signature of authorised representative of the Service Provider</p>
<p>(Dr Jeevan B, IAS) Chief Executive Officer-FREMAA</p>	<p>Name Designation</p>
<p>Witness:</p>	<p>Witness:</p>
<p>Name:</p>	<p>Name:</p>
<p>Signature:</p>	<p>Signature:</p>