

GOVERNMENT OF ODISHA
COMMERCE & TRANSPORT (TRANSPORT) DEPARTMENT

File No. TRN-OE-MV-0001-2019 8621 /T, Dated 11.10.2022

TENDER NOTICE FOR HIRING OF VEHICLE


Sealed Tenders are invited from the Govt. Registered Travel Agencies / Tour Operators (within the jurisdiction of Bhubaneswar city) having valid GST registration Number for providing 1 (One) BS-IV or above type of Petrol vehicle of Zest/Tiago/Swift Dzire/Xcent/Etios including Driver on Monthly rent basis, which shall confirm to the terms and conditions as per Annexure-I.

- The interested bidder(s) may download the tender documents from the website <https://ct.odisha.gov.in> and submit the same to the Commerce & Transport (Transport) Department by Registered Post /Speed Post/ Courier Service.
- The sealed Tender must be accompanied with a Non-refundable amount of **Rs. 100/-** towards **Tender document cost** in shape of Bank Draft of the scheduled bank drawn in favour of the **Under Secretary to Government, Commerce & Transport (Transport) Department, Kharavel Bhawan, Bhubaneswar-751001**, payable at **Bhubaneswar**.
- The intending bidder (s) shall submit one **Bid Security Declaration** in their official letter pad instead of Earnest Money Deposit as per the provision laid down in F.D.O.M. No. 8913/F, Dt.18/03/2021 and O.M. No. 281/F, Dt. 05/01/2022 failing which the bid will be out rightly rejected.
- The intending bidder (s) must quote the monthly rate of hire charges (excluding fuel cost and GST) in the general bid information as per point-12 of the Annexure-II.
- The successful bidder shall have to submit a **Performance Security of Rs.9,360/-** (Rupees Nine Thousand Three Hundred Sixty) Only (**3% of the annual contract value as per F.D. O.M. No. 8952/F, Dt.18.03.2021**) in shape of Demand Draft / Fixed Deposit Receipt from any Scheduled Bank / Bank Guarantee from a Scheduled Bank situated within Odisha (in an acceptable Format at **Annexure-IV**) drawn in favour of **Under Secretary to Government, Commerce & Transport (Transport) Department, Kharavela Bhawan, Bhubaneswar-751001** at the time of signing of the contract. Failure to comply the terms & conditions of the contract shall constitute sufficient grounds for forfeiture of the **Performance Security**. The Demand Draft / Fixed Deposit Receipt / Performance Bank Guarantee shall be released after three months of expiry of the contract. No interest shall be paid on the Demand Draft / Fixed Deposit Receipt / Performance Bank Guarantee.
- The Authority reserves the right to reject any or all Tender /Tenders at any time without assigning any reason thereof. The Tender received incomplete or after the scheduled date and time shall be rejected.

- The Tender paper completed in all respect should reach the undersigned on or before **19.10.2022** by 3.00 P.M. and shall be opened on the same day at **4.00 P.M.** in the office chamber of the **F.A.-cum- Special Secretary to Govt., Commerce & Transport Department.** The Quotationer/Authorized representatives of the firm may remain present during the opening of the quotation, if they desire.

Complete Address for submission of Tender :


Under Secretary to Government.
Commerce & Transport (Transport) Department,
5th Floor, Kharavela Bhawan, Bhubaneswar-751001.
Mob.: +91 **9437307752**


11.10.22

Deputy Secretary to Government

Memo No. 8622 /T. Dated 11.10.2022


Copy along with copy of enclosures (both hard & soft copy) forwarded to State Portal Group, IT Centre, At-North Annex of the Lokaseva Bhawan (Ground Floor), Bhubaneswar with a request to upload the Tender notice in the Government website of the Department for Publicity.


11.10.22

Deputy Secretary to Government

Memo No. 8623 /T. Dated 11.10.2022

Copy forwarded to Notice Board of the Commerce & Transport (Transport) Department.



11.10.22

Deputy Secretary to Government

Memo No. 8624 /T. Dated 11.10.2022

Copy forwarded to the Chief Receptionist, Lokseva Bhawan/ Receptionist, Kharavela Bhawan BBSR for information and necessary action.

They are requested to allow the Bidders / Authorized Representatives of the Bidder on **Dt. 19/10/2022** in order to enable them to attend in the Bidding process on the above mentioned date.


11.10.22


Deputy Secretary to Government

TERMS & CONDITIONS FOR HIRING OF VEHICLE

The following terms and conditions must be fulfilled by the successful bidder for providing a vehicle on hire on monthly rent basis.

1. The hired vehicles, during period of contract, shall have all necessary valid MV documents such as : - valid Registration Certificate, Insurance Certificate, Fitness Certificate, valid Contract Carriage Permit, proof of up to date tax payment/Pollution Under Control Certificate etc. and D.L. of the driver available all the times. The Department/ Office hiring the vehicle shall not be responsible for any damage/ loss caused to hired vehicles or loss of life / injury made to any person or damage to any property on account of use of hired vehicle in any manner whatsoever. The hirer shall not be responsible for all such litigation.
2. The hire charges to be paid on monthly basis. Fuel will be supplied basing on actual consumption. But, all other expenditures of the vehicle like repair, replacement of spare parts, Lubricating oil of Engine, Gear Box & differential Coolant, Tyres & Tubes, Battery etc. will be borne by owner of the vehicle.
3. It shall be the responsibility of the bidder to provide a good, well behaved driver and the salary of the driver shall be borne by the owner of the vehicle.
4. In case of breakdown for reasons whatsoever the replacement of a vehicle by the same or better model shall be provided by the owner of the vehicle with existing terms and conditions.
5. In case the vehicle do not report regularly, the authority will be at liberty to cancel the agreement and may engage vehicle from other source.
6. The vehicles shall report for duty for minimum of 25 days in a month.
7. In case of emergency, the driver will have to report for duty as per the requirement of hirer. No extra payment shall be demanded.
8. Monthly hire charges and reimbursements towards cost of Petrol (as per actual) of selected bidder will be paid in every succeeding month, as possible as within fifteen days of the submission of bills by the service provider and no advance payment will be made.
9. The vehicle shall not be more than 3 years old from the initial registration and also in good running condition during the period of contract.
10. If the services are found to be unsatisfactory, the client shall give one month notice and terminate the agreement.
11. In case the service provider intends to withdraw the services of his vehicle and terminate the agreement, it shall be mandatory upon him to grant one month notice before such withdrawal of service and termination of agreement.
12. If the bidder violates any of the terms of contract, Government shall forfeit entire amount of Performance Security deposit.
13. The Driver of the vehicle must have a valid Driving License for driving vehicle.
14. The vehicle must achieve fuel efficiency of **17 Kms. per litre.**

15. The details mentioned in the General Bid Information (Annexure-II) shall be furnished completely with supporting documents failing which Tender will be rejected without assigning any reason.
16. All the pages in the bid documents should be legible, filled in clearly and signed by the authorized person / representatives.

A handwritten signature in blue ink, consisting of a stylized 'S' with a vertical line through it, and the date '11.10.22' written below it.

Seal & Signature of the
Quotation/Tender Calling Authority

GENERAL INFORMATION FOR HIRING VEHICLES

Registration No. of Vehicle :

Type of Vehicle (AC/Non-AC) :

Year of Manufacture :

Model :

Date of registration :

Name & complete address of the
owner of vehicle :

Fitness Certificate validity :

Permit validity :

Insurance validity :

Name / Address of the Driver :

D.L. No. & Validity of the D.L. of the
Driver :

Proposed hire Charge of the vehicle
per month (excluding fuel cost) :

Rate of fuel consumption /
Mileage per Litre :

Contact Number of the Service provider (Tenderer/ Quotationer)

Mobile.....Telephone.....

"Certified that the information submitted above is true to the best of my
knowledge and belief."

Signature of the
Quotationer/Tenderer

Service Provider Agreement

1. This Agreement is made on this _____ day of _____ (Month) _____ (Year) on the orders of Governor of Odisha by and between the "Principal" **Name of the Office, address** (which expression shall unless be excluded by or repugnant to the context be deemed to include its successors and assigns) and "Service Provider"- **Name , having its registered office (detailed address) herein after called "agency"** which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns; herein after described as 2rd Party.

2. Whereas the Principal is desirous of engaging the Agency to provide vehicle on hiring basis and the Agency is agreed to provide the vehicle as its service provider with the terms and condition mentioned hereinafter.
 - 2.1 Whereas the Agency is the owner of a make and model of motor vehicle of the following description: Registration Number.....
 ModelChassis
 Number..... Engine
 number.....Colour.....Year of
 Manufacture
 - 2.2 Whereas the Service Provider having PAN Noand
 GST Nowhich are valid on this date.

3. **RENTAL**
 The motor vehicle is hereby hired for one year at the rate of.....per month (*excluding Fuel Cost and GST*) payable monthly and the mileage of the vehicle, which will be governed as per the Finance Department O.M No 30464/F Dated 06.09.2019. The contract will be renewed subject to satisfaction of the Principal.

4. **The Service Provider Obligations:**
 - 4.1 Service provider agrees terms and conditions of the contract and shall ensure full compliance to them.
 - 4.2 Agency agrees to provide quality services as per SLAs mentioned in the contract.
 - 4.3 Agency to ensure that vehicle deployed shall arrive at designated location on time. In an event of delay in arrival beyond 15 minutes, user shall have right to hire other taxi services (which may or may not be of similar hired car category). The fare charges shall be charged to service provider.
 - 4.4 Agency to ensure that all maintenance work related to assigned vehicle shall be carried out in off duty hours.
 - 4.5 In the event of break-down, servicing & repairs of the assigned vehicle the service provider at his own cost shall make alternate arrangement by providing similar or higher class of vehicle(s) for which agreement is entered into. Failure to do so will evoke penalty or possible termination of contract.

- 4.6 The Agency shall not be allowed to sub-let the Contract.
- 4.7 The Agency shall only provide vehicles which have the comprehensive insurance.
- 4.8 Police verifications for deployed driver shall be ensured by the Agency
- 4.9 Agency shall update the log book at least once in every 72 hours. Failure to do so shall be penalized as per this contract. At the time of termination of contract, the service provider shall hand over the log book(s) to the Principal.

VEHICLES:

- 4.10 The vehicle should have commercial license. The vehicle should not be more than three (03) years old from the date of the Service request.
- 4.11 The Agency will deploy the vehicle, which is well maintained, cleaned thoroughly both internally and externally. Vehicle shall be equipped with medical kit. The vehicle should have a mobile charger and ambient freshener.
- 4.12 The Agency shall ensure that all electrical connections including lights (both brake and front), horn, turn indicators, and other vehicle systems shall be periodically checked and maintained by Service Provider to avoid any inconvenience to user department.
- 4.13 Agency shall ensure that the vehicle should be parked at the place as advised by the Principal and should be available, when not in duty. If the vehicle needs to be away for some reasons like refuelling, petty repairing etc. it should be with the knowledge of the Controlling Officer of the Principal. Moving away without the knowledge of the Controlling Officer of the Principal will be considered as non-available and will be liable for penalty.

Driver deployed:

The Agency shall be responsible for the acts and deeds of drivers of the vehicles that include following:

- 4.14 Drivers that possess a valid commercial driving license shall be deployed by the agency.
- 4.15 Driver should be properly dressed in neat and clean attire, if required driver should wear uniform of specific colour as per requirement of the Principal. The Agency shall provide at his own cost proper uniform and badges as per STATE MOTOR VEHICLES RULES (amended up to date) and photo identity cards to the drivers.
- 4.15 The driver of the vehicle deployed for user department duties maintain polite & courteous behaviour towards department users as well as to other departmental staff.

- 4.16 Following may be construed as "Misbehaviour" and shall attract penalties as per provisions of the contract. Repeated instances may result in termination of services
- i. Denial of duty during contract period, or during hours as noticed by user Departments:
 - ii. Use of abusive language;
- 4.17 The driver in no case shall report to duty in an inebriated state or consume alcohol while on duty. In such an event user Department shall have full rights to terminate the contract with immediate effect.
- 4.18 Driver must be provided a working mobile phone and contact number be provided to user Department.
- 4.19 In an event that for any reasons the driver changes his contact number during the tenure of the contract then Agency will immediately notify the user Department of the above change.
- 4.20 The driver shall be reachable at all times during duty hours.
- 4.21 Gossiping with the guests and using mobile phone during driving is not allowed. In case of urgency, driver should park the vehicle with permission from the user and talk in the mobile to the minimum duration.
- 4.22 As soon as the driver is advised to attend any guest by the administration, the driver should call /SMSs the guest giving his mobile and vehicle details, Charges of calls /SMSs will be on agency's account.
- 4.23 Vehicle and driver should not be changed frequently. Any such changes should be informed by the agency to the authority well in advance for permission.

Statutory Rules compliance & Taxes:

- 4.24 The hiring charges do not include fuel cost (petrol) which is to be paid separately basing on actual consumption and lubricants as per existing Government norms. All the expenditure of the vehicle towards repair maintenance, replacement of spare parts, lubricating oil of engine, Gear Box & differential coolant, Tyres & Tubes, Battery etc. and salary of the driver, payment of insurance/Road tax etc. required for operation of vehicle in a state will be borne by the Agency.
- 4.25 The Agency shall take comprehensive insurance cover with third party unlimited liability risk of the vehicles detailed for the user Department requirement. User shall not be liable for any damages whatsoever to public property and /or any third person due to any accident arising out of and in the course of deployment of service provider's vehicle.
- 4.26 The Agency shall be solely responsible for any claims by any third party and /or employees of user Department travelling in the vehicle for any injuries caused by the driver of the vehicle whether by accident or otherwise.
- 4.27 The user department will in no way be responsible for violation of traffic rules and /or infringement of any other law for the time being in force, either by the driver of the vehicle or by the service provider. The driver as well as Agency

shall comply with relevant rules and regulations of Motor Vehicles Act and Rules applicable at present or in future during the tenure of the contract and as may be enforced from time to time for which user departments would not be held liable/responsible in any manner what so ever, Onus of compliance of all the applicable Laws/Acts/Rules including those under Motor Vehicle Acts/Rules shall rest with the Agency only and user/user departments will not be liable in any manner.

- 4.28 The Agency shall be responsible for ensuring compliance with the provisions related to Labour Law and especially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour [R&A] Act, Workmen Compensation Act etc. as applicable from time to time. The employees of the Agency shall not be deemed to be employees of the user department and hence the compliance of the applicable acts laws will be the sole responsibility of the Agency.
- 4.29 The Agency shall be personally responsible for any theft, misconduct and /or disobedience on the part of drivers so provided by him.
- 4.30 During the contract period, if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons that will be at the service provider's risk. Also, alternate vehicle of similar or higher category will be provided by Agency without any extra charges.
- 4.32 The vehicles deployed for duty for the user department shall at no point of time carry any person other than personnel authorized by user department.
- 4.33 The vehicle cannot be put to any private/commercial use beyond the duty hours or on holidays. Unauthorized use of the vehicle by the driver/service provider will lead to unilateral termination of the contract with immediate effect. The Agency has to ensure the safety of passenger by avoiding negligent driving by their drivers such as over speeding, rash driving, and driving vehicle without brakes/defective brakes,
- 4.34 The mileage count will start from the location of pickup and no extra kilometres from the garage to the pickup point will be provided. The mileage count will also terminate at the dropping point and not up to the garage.

5. The obligations of Principal:

- 5.1 Principal shall make the payment towards hiring charges of the vehicle at the end of every month by credit into the bank account of the Agency through ECS/RTGS within 15 days from the date of receipt of bills complete in all respect. User department shall pay the vendor all amounts on an invoice. that are not the subject of a bonafide dispute within 15 days after department's receipt of a valid invoice that complies in all material respects in terms of this Agreement;
- 5.2 The payment shall be subject to any deductions such as penalties, statutory deduction etc.
- 5.3 Principal shall accept the log book entries updated by Driver. Failure to take action on log book entries updated by Driver shall result in auto acceptance of reading provided by service provider.

- 5.4** The Principal shall be responsible for costs relating to fuel, toll gate charges, parking charges and oil topping up between services and other statutory levies, if any, paid during the journey would be billed on actual and shall be paid by Principal.
- 5.5** All distances shall be calculated from the reporting point. No payment shall be made for journey from garage to reporting point.

6. Terminations:

- 6.1** The Principal shall have the right to terminate this Agreement, upon it giving 1 (One) month notice in writing.
- 6.2** The Agency shall have the option to terminate this Agreement upon giving 1 (One) month notice in writing and upon refund of any rental fees paid in advance, over and above the notice period.
- 6.3** Final payment after termination of the contract shall be released on submission of the log books) of the vehicle, car pass and pass/id card issued to the driver, if any.

7. Force majeure

Neither party to this Agreement shall be liable for failure to perform any of its obligations hereunder if prevented from doing so by reason of force majeure.

8. Entire agreement

This Agreement together with the schedules and annexes hereto constitutes the entire agreement and understanding between the Parties and supersedes all previous agreements, understandings and/or representations between the Parties.

9. Waiver of remedies

No forbearance, delay of indulgence by either Party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of either Party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for the Party is exclusive of any other, power or remedy available to the Party and each such right, power or remedy shall be cumulative.

10 Assignment & change in ownership / management:

- 10.1** The Agency shall not assign or transfer its obligations and or rights under this Agreement to any third party, whether an associated entity or not, whether in whole or in part without the prior written consent of the Principal.
- 10.2** The Agency shall immediately notify Principal of any change of ownership or management of the Agency's business.

11 Headings:

The headings to the clauses of this Agreement are for the ease of reference only and shall not affect the interpretation or construction of the Agreement.

12 Resolution of disputes:

In the event of any dispute or difference relating to the interpretation and / or application of the provisions of this Agreement, such dispute or difference shall be resolved through mutual consultation by the Secretary of the concerned Administrative Department on behalf of Government of Odisha and the Authorized signatory of the Service Provider.

13. Applicability of laws:

The Agreement shall be governed by the Indian Laws for the time being in force. WITNESS WHEREOF the parties hereto have subscribed their respective hand this _____ day of _____ first above written.

FOR AND ON BEHALF OF Governor of Odisha

(AUTHORISED SIGNATORY)
Principal

WITNESS:

- 1.
- 2.

FOR AND ON BEHALF OF Service Provider/Agency

(AUTHORISED SIGNATORY)

WITNESS:

- 1.
- 2.

In the presence of

Name:

Address:

Signature: _____

PERFORMANCE BANK GUARANTEE FORMAT

To

The Under Secretary to Government
Commerce & Transport(Transport) Department,
5th Floor, Kharavela Bhawan,
Bhubaneswar – 751001.

WHEREAS (Name and Address of the Service Provider) (herein after called "the Service Provider") has undertaken, in pursuance of Contract No. Dated.....to provide.....description of services) (herein after called "**the contract**").

AND WHEREAS, it has been stipulated by (Name of the Authority) in the said contract that the Service Provider shall furnish you with a Bank Guarantee by a scheduled Commercial Bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Service Provider such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you on behalf of the Service Provider up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of amount of guarantee as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This performance bank guarantee shall be valid until the.....day of.....202.....Our.....branch at.....* (Name and Address of the bank) is liable to pay the guaranteed amount depending on filing

of claim and any part thereof under this bank Guarantee only and only if you serve upon us at our.....*.branch a written claim or demand and received by us at our.....*.branch on or before dated.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank & Branch

*** Preferably at the headquarters of the authority.**