



By E-mail.

**ODISHA MINERAL BEARING AREAS DEVELOPMENT CORPORATION
(A SPV of Government of Odisha)
CIN-U75100OR2014NPL018478**

E-mail-ombadc@gmail.com, Phone No.- (0674) 2300488.

Regd. Off: AranyaBhawan, GD-2/12, Chandrasekharpur, Bhubaneswar-23, Odisha.

No.333 /OMBADC- 12/2018 (V-1) - Dated, Bhubaneswar the 10th March, 2023

SHORT TENDER NOTICE

Sealed Tenders are invited from interested reputed Travel Agencies/Tour Operators for providing 02 (Two) Ciaz and 03 (Three) Swift Dzire (BS-IV compliant Petrol versions) confirming the Terms & Conditions issued in Finance Department Office Memorandum No. 34085/F dt. 29.09.2012 followed by OM No.27037/F dtd. 08.10.2015, OM No.30464/F dtd.06.09.2019 and OM No.33326/F dt.27.09.2019 of the same Departments, for official use in OMBADC, Bhubaneswar on monthly rent basis.

General Bid information & Terms and Conditions for Hiring of Vehicle etc. will be available in this office from 10 AM to 5 PM or can be downloaded from Odisha Govt. Website www.odisha.gov.in from date 13.03.2023. Last date for the submission of duly filled in Tender is 27.03.2023 up to 03:00 PM. The OMBADC reserves its right to modify or cancel the tender at any time without giving prior notice.

Sd/-
Chief Executive Officer

GENERAL INFORMATION FOR HIRING VEHICLE

(For each Vehicle attach separate Form)

- 1) Registration Number of Vehicle. :-
- 2) Type of Vehicle (AC/Non AC). :-
- 3) Year of Manufacture. :-
- 4) Model. :-
- 5) Date of Registration. :-
- 6) Name & Complete Address of Owner of Vehicle. :-
- 7) Fitness Certificate Validity. :-
- 8) Permit validity. :-
- 9) Insurance Validity. :-
- 10) Name/Address of the Driver. :-
- 11) DL No & Validity of the DL of Driver. :-
- 12) Proposed Hire Charges of the vehicle per month excluding fuel cost & Taxes :-
- 13) Rate of Fuel Consumption/Mileage per Ltr. :-
- 14) Contract Number of the Service provider (Tenderer/Quotationer)

Land Line										
Mobile										

Certified that the information furnished above are true to the best of my knowledge and belief & undertakes to abide to the Terms & Conditions of Tender received along with Tender paper.

NB: - Enclosed self-signed copy of certificates from competent authority on Registration, Permit, Insurance & Fitness.

Signature
With seal Tenderer/Quotationer.

TERMS AND CONDITIONS OF HIRING OF VEHICLES

The following Terms and Conditions must be fulfilled by the successful bidder (Travel Agency) for providing vehicle on monthly rental basis.

1. Agency agrees to provide quality services as per SLAs mentioned in the contract.
2. 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 from the service provider.
3. Agency to ensure that all maintenance work related to the assigned vehicle shall be carried out in off duty hours.
4. In the event of break-down, the servicing and repairs of the assigned vehicle the service provider shall bear at his own cost and 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.
5. The Agency shall not be allowed to sub-let the Contract.
6. The Agency shall only provide vehicles which have the comprehensive insurance, valid permit, fitness certificate and pollution certificate.
7. Police verifications for deployed driver shall be ensured by the Agency.
8. Agency shall update the log book at least once in every 72 hours. Failure to do so the Agency 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 OMBADC/concerned officers.
9. The vehicle should have commercial license. The vehicle should not be more than three years old from the date of the Service request. **Vehicles older than five years should be replaced by the service provider.** During replacement of the vehicle or driver, as the case may be, the pass/id card issued, if any, shall be surrendered.
10. 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, ambient freshener and cleaned Towels covering the seats.
11. The Agency shall ensure that all electrical connections including lights (both back 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.
12. Agency shall ensure that the vehicle should be parked at the place as advised by the OMBADC/concerned officers 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 Concerned Officer of the OMBADC. Moving away without the knowledge of the Officer of the OMBADC will be considered as non-available and will be liable for penalty.

13. The Agency shall be responsible for the acts and deeds of drivers of the vehicles that include following:
- a) Drivers who possess a valid commercial driving license shall be deployed by the agency. Driving License must be produced before the OMBADC officials in every month to check its validity.
 - b) Driver should be properly dressed in neat and clean attire, if required driver should wear uniform of specific color as per requirement of the OMBADC. The Agency shall provide at his own cost proper uniform and badges as per STATE MOTOR VEHICLES RULES (amended up to date) and photo identify cards to the drivers.
 - c) The driver of the vehicle deployed for OMBADC duties maintains polite and courteous behaviour towards officers concerned as well as to other staff of OMBADC.
 - d) 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;
 - iii. The driver in no case shall report to duty in an inebriated state or consume alcohol while on duty. In such an event, OMBADC shall have full rights to terminate the contract with immediate effect.
 - iv. Driver must be provided a working mobile phone and contact number be provided to user department.
 - v. In an event that for any reasons the driver changes his contact number during the tenure of the contract, then Agency will immediately intimate the OMBADC of the above change.
 - vi. The driver shall be reachable at all times during duty hours.
 - vii. 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 officer concerned and talk in the mobile to the minimum duration.
 - viii. As soon as the driver is advised to attend any guest by the OMBADC, the driver should call/SMSs the guest giving his mobile and vehicle details. Charges of calls/SMSs will be on agency’s account.
14. Vehicle and driver should not be changed frequently; any such changes be informed by the agency to the authority of OMBADC well in advance for permission.
15. Statutory Rules Compliance & Taxes must be followed.
16. The hiring charges do not include fuel cost (petrol/diesel), which is to be paid separately basing on actual consumption and Engine Oil as per existing Government norms. All the expenditure of the vehicle towards repair, maintenance, replacement of spare parts,

lubricating oil for gear box, breaks, clutch etc. payment of insurance/Road tax etc. required for operation of vehicle will be borne by the Agency.

17. The Agency shall take comprehensive insurance cover with third party unlimited liability risk of the vehicle deployed for the OMBADC 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 in the OMBADC.
18. The Agency shall be solely responsible for any claims by any third party and and /or employees of OMBADC/officer concerned traveling in the vehicle for any injuries caused by the driver of the vehicle whether by accident or otherwise.
19. The OMBADC 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 OMBADC 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 OMBADC will not be liable in any manner.
20. 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, Workman Compensation Act etc. as applicable from time to time. The employees of the Agency shall not be deemed to be employees of the OMBADC and hence the compliance of the applicable of acts, laws will be the sole responsibility of the Agency.
21. The Agency shall be personally responsible for any theft, misconduct and/or disobedience on the part of drivers so provided by him.
22. 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.
23. The vehicles deployed for duty for the OMBADC shall at no point of time carry any person other than officer concerned/staff by OMBADC.
24. **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.

25. 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.
26. OMBADC 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. The OMBADC shall pay the vendor all amounts on an invoice that are not the subject of a bonafide dispute within 15 days after receipt by the OMBADC of a valid invoice that complies in all material respects in terms of this Agreement;
27. The payment shall be subject to any deductions such as penalties, statutory deduction etc.
28. The OMBADC shall accept the log book entries updated by the Driver. Failure to take action on log book entries updated by Driver shall result in auto acceptance of reading provided by service provider.
29. The OMBADC 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 OMBADC.
30. All distances shall be calculated from the reporting point. No payment shall be made for journey from garage to reporting point.
31. The OMBADC shall have the right to terminate this Agreement, upon it giving 3 (three) month notice in writing.
32. The Agency shall have the option to terminate this Agreement upon giving 3 (three) month notice in writing and upon refund of any rental fees paid in advance, over and above the notice period.
33. Final payment after termination of the contract shall be released on submission of the log book(s) of the vehicle, car pass and pass/id card issued to the driver, if any.
34. 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 major.
35. 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.
36. 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.
37. The Agency shall not assign or transfer its obligations an 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 OMBADC.

38. The Agency shall immediately notify the OMBADC of any change of ownership or management of the Agency's business.
39. 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.
40. 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 OMBADC and the Authorized signatory of the Service Provider.
41. The Agreement shall be governed by the Indian Laws for the time being in force.
42. In case of dispute, the jurisdiction shall be Bhubaneswar city only.
43. If the performance of the Agency is to be satisfactory, then the vehicle selection Committee of the OMBADC shall decide the renewal of the contract for the further period of one year.
44. During working & holidays the agency vehicle will attend the official's duty as and when required such by the OMBADC official.