



OFFICE OF THE PANCHAYAT SAMITI, NARSINGHPUR

At/ Po- Narasinghpur, Dist- Cuttack

E-Mail ID: ori-narsinghpur@gramsat.nic.in

QUOTATION CLL NOTICE No 699

Date 3.2.2020

Sealed Quotations are invited from intending Reputed Travel Agencies/ Individuals for providing two. Nos. of vehicles preferably two BOLERO for official(one for PMAY work& other for MGNREGS work) use in the Office of the Block Development Officer, Narsinghpur Cuttack on monthly hire basis. The detailed terms and conditions with general information for hiring of the vehicles are indicated in Annexure-II & III which can be downloaded from official website <http://www.cuttack.nic.in>.

The quotation complete in all respect should reach to the undersigned on or before 5th march 2019 by 5.30 P.M which will be opened on 7th March 11:30 A.M in the Office Block Development officer in presence of the quotationers or their authorized representatives.

(By order of Collector)

Yours faithfully

Sd/-

Block Development Officer
Narsinghpur

Copy to the Notice Board of Block office Narsinghpur, Tahsil office, CDPO office of Narsinghpur for wide publication.

Sd/-

Block Development Officer
Narsinghpur

Sealed quotations are invited from interested Travel Agencies or private individuals for providing two nos. of vehicle Bolero, which shall conform to the Terms and conditions(Annexure-II) for official use in Block Development Officer Narsinghpur Block on monthly hire basis. The monthly quoted hire charges of the vehicles should not exceed the maximum charges and mileage fixed by the Govt. as specified below:

In this context, it has become imperative for inclusion of the new model of vehicles for use as hired vehicles, since many of the approved vehicles are no longer under manufacture. Proposals are being received for re-fixation of hiring charges as the cost of labour has since increased and higher priced vehicles with fuel efficient engines have been introduced by manufacturers. Considering these aspects and based on the parameters of ease of maintenance, service facility in nearby vicinity, fuel economy, eco-friendliness etc. new model vehicles are included and maximum hiring charges in respect of different kinds of hired vehicles are re-fixed with mileage as tabled below:

Sl. No	Category of offices	Type of vehicles permissible to be hired	Maximum hire charges per month excluding taxes (*)	Minimum Average Mileage in kms per litre
(1)	(2)	(3)	(4)	(5)
1	Blocks/Tahasils and other field offices	TUV300/Bolero/Surno Golrj Frtigo	Rs 31,000/-	10

In view of pollution being high through use of Diesel vehicles, it is preferable to hire BS-IV compliant Petrol Vehicles

- 1) The vehicles must be in Road Worthy condition, shall not be more than 3 years old from the date of initial registration and must have valid Registration Certificate, Insurance Certificate, Fitness Certificate, pollution under control certificate, valid Contract Carriage Permit, proof of up-to-date tax payment etc. which are mandatory for plying of vehicle.
- 2) The Driver of the vehicle must have a valid Driving license for driving light transport passenger vehicle and should be sufficiently experienced in driving transport passenger vehicle.
- 3) The Driver should be well behaved, gentle and obedient in nature.
- 4) A sum of Rs. 2000/- (Rupees Two Thousand only) shall be deposited as EMD (refundable) by the intending bidders in shape of Bank Draft drawn on any nationalised bank in favour of the *BDO Narsinghpur payable at SBI Narsinghpur*.
- 5) The EMD submitted by the successful bidder will be retained till the vehicle is to be used Block Office.
- 6) The monthly rate of hire charges be quoted separately in the general bid information (excluding fuel). Maximum ceiling for hire charges per month is as mentioned above, includes all types of expenditure i.e. halting charge, accommodation of Driver, repair maintenance & Engine oil of vehicle etc. No extra charges will be paid.
- 7) The details of the make and year of manufacture of the vehicle, registration no., mileage (Kms covered per litre), name of the Driver with Driving License No. and period of validity should be specifically provided in the general bid information (at Annexure-III) to be

furnished with the Quotation paper.

- 8) The Quotation completed in all respect should reach the undersigned by Registered post 'or Speed Post only on or before 5th March 2020 by 5:30 P.M and shall be opened on 7th march 2020 at 11.30 a.m. in Office Chamber of Block Development Officer in presence of the bidders or their authorized representatives.

Sd/-

Block Development Officer
Narsinghpur

TERMS & CONDITIONS FOR HIRING OF VEHICLES

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

- 1) The hired vehicles, during period of contract, shall have all necessary valid MV documents, as:- Valid Registration Certificate, Valid Insurance Certificate, Valid Fitness certificate, Valid Contract Carriage Permit, Pollution under Control certificate, proof of up-to-date tax payment etc. and D.L at the driver available all the times. The 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 any manner whatsoever. The owner of the vehicle shall be responsible for all such litigation.
- 2) Service provider/Travel Agency is required to furnish copy of GST registration / GeM registration compulsorily to provide vehicle' on hire basis to the Govt. office.
- 3) The Authority will not carry any stolen / contraband / forest articles / excise articles etc. in the Vehicle and will not violate provisions of MV Laws and will use the vehicle at his risk and responsibility and if anything happens in violation of the previous of MV laws etc., the owner of the vehicle will not be held responsible for the same. On the other hand during the strike, bandh, dharana any mass, Public, Political' movement if any harm, injuries, damages is caused to the vehicle the same shall be borne by Insurance of the Owner of the vehicle.
- 4) The hire charges to be paid on monthly basis is final but does not include fuel cost. The cost of fuel is to be borne by this office basing on actual consumption recorded as per logbook, All the expenditure of the vehicle towards repair. Replacement of spare parts, Lubricating oil of Engine, Gear Box & differential Coolant, Tyres & tubes, Battery etc. will be borne by the bidder.
- 5) It shall be the responsibility of the bidder to provide a good driver. The salary and other accommodation of the driver shall be borne by the owner.
- 6) In case of breakdown for reasons whatsoever the replacement of a vehicle of the same or better model shall be provided by the owner of the vehicle/bidder for smooth functioning of office work.
- 7) In case of the vehicle do not report regularly, the authority will be at liberty reject the Agreement and may engage vehicle from other source.
- 8) In case if the vehicle is not available hiring charges will be deducted from monthly hire charges proportionately.

- 9) Without prior intimation to the Authority the owner of the vehicle can not frequently change the Driver of the vehicle.
- 10) Monthly hire charges of selected bidder will be paid in every succeeding month, as far as possible within fifteen days of the submission of bills by the service provider along with all related documents and no advance payment
- 11) The vehicle shall not be more than 3 year old from the initial registration and also In good running condition during the contract.
- 12) If the services are found to be unsatisfactory, the client shall give one month notice for termination of agreement.
- 13) In case the service provider intends to withdraw the services of his vehicle and terminate the agreement, it shall be mandatory upon him to submit one month notice before such withdrawal of service and termination of agreement otherwise the EMD submitted by him will be forfeited.
- 14) The vehicle shall be parked and be available for service in official premises of Block Development Officer and this condition is applicable for all days of the month including public holidays and hours beyond official time. (two days per month for repair & maintenance is to be excluded).
- 15) The hired vehicles cannot be used for any private/commercial purpose beyond office hours or during holidays.
- 16) The Authority is kept at liberty to move anywhere within the state of Odisha for official journey.
- 17) If the bidder violates any of the terms of contract, the Authority shall forfeit the entire amount of EMD.

Sd/-
Block Development Officer
Narsinghpur

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 2nd 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 _____ . Model _____ : Chassis number _____ ; Engine number _____ Color _____ ; Year of Manufacture _____

2.2 Whereas the Service Provider having PAN No _____ and GST No _____ which are valid on this date.

3.0 RENTAL

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

4.0 The Service Provider Obligations:

4.1 Service provider agrees to 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 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.

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 refueling, 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.

4.16 Driver should be properly dressed in neat and clean attire, if required driver should wear uniform of specific color as per requirement of the Principal. The Agency shall provide at his own cost proper uniform and badges as per STATEMOTOR VEHICLESRULES(amended up to date) and photo identity cards to the drivers.

4.17 The driver of the vehicle deployed for user department duties maintain polite & courteous behavior towards department users as well as to other departmental staff. Following may be construed as "Misbehavior" 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;

4.18 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.

4.19 Driver must be provided a working mobile phone and contact number be provided to user department.

4.20 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.

4.21 The driver shall be reachable at all times during duty hours.

4.22 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.

4.23 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.

4.24 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:

4.25 The hiring charges do not include fuel cost (petrol/diesel) 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.

4.26 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 for any third person due to any accident arising out of and in the course of deployment of service provider's vehicle.

4.27 The Agency shall be solely responsible for any claims by any third party and/or employees of user department traveling in the vehicle for any injuries caused by the driver of the vehicle whether by accident or otherwise.

4.28 The user department will in no way be responsible for violation of traffic rules and for 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 whatsoever. 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.

4.29 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.

4.30 The Agency shall be personally responsible for any theft, misconduct and/or disobedience on the part of drivers so provided by him.

4.31 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 bona fide 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 3 (three) month notice in writing.

6.2 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.

6.3 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.

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

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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)

BDO narsinghpur

WITNESS:

- 1.
- 2.

FOR AND ON BEHALF OF Service Provider/Agency

(AUTHORISED SIGNATORY)

WITNESS:

- 1.
- 2.

In the presence of

Name:

Address:

Signature:

—

GENERAL INFORMATION FOR HIRING

(To be furnished by Quotationer)

SINo.	Particulars	Information
1	Registration no. of Vehicle	
2	Fuel used (Petrol/Diesel)	
3	Year of Manufacture	
4	Model	
5	Date of Registration	
6	Name and complete Address /contact no. of the owner of the vehicle	
7	Fitness certificate validity	
8	Permit Validity	
9	Insurance Validity	
10	Pollution under Control Certificate validity till	
11	Name and Address of the Driver	
12	D.L No. & Validity of D.L of the Driver	
13	Proposed hire charge of the vehicle per month excluding fuel cost	
14	Mileage per litre	

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

Date:

Place:

Full signature of the Quotationer

