

**DISTRICT OFFICE, SUBARNAPUR
(S.T. & S.C. DEVELOPMENT SECTION)**

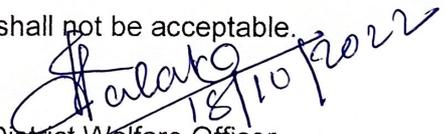
TENDER CALL NOTICE

No. V-6/2022/ Accounts, *1192* Date: *18* -10-2022

Sealed Quotations/tender having valid GST Registration Certificate are invited in the prescribed format (given in Annexure-B) from interested reputed Travel agencies / Tour operators or private individuals for providing 1 (One) vehicle [Zest / Tigor / Swift Dzire/ Xcent / **Etios (Petrol) or equivalent class**] having sitting capacity not more than 5 persons including Driver, which must confirm to the terms and conditions (given in Annexure-A) for official use by the District Welfare Officer, Subarnapur in ST & SC Development Department ,Odisha or by any Authority on requisition as and when required on monthly rent basis:

1. The vehicle must be in road-worthy condition and, shall not be more than three (03) years old from the date of initial registration during the period of engagement of the vehicle, must have valid registration certificate, Insurance certificate, fitness certificate, valid contract carriage permit, proof of up-to-date tax payment etc. which are mandatory for plying of the vehicle.
2. The quotationer/tenderer should be of sound mind.
3. The quotationer/tenderer should not have been declared as an insolvent by any financial institution.
4. The quotationer/tenderer should not have any criminal antecedents, should not be a convict in any criminal case and he/she should come clean to be able to participate in the tender process.
5. The quotationer/tenderer should have up-to-date income tax clearance and G.S.T. clearance certificate to be able to participate in the tender process.
6. The quotationer/tenderer, if approved and selected shall have to engage the driver for rendering required service as and when required who should be of sound mind, well behaved, gentle, loyal and faithful and obedient in nature. The driver should be prompt enough to render his services round the clock in emergencies.
7. The approved quotationers/tenderers, if approved to engage his/her vehicle for official use by the District Welfare Officer, Subarnapur or by any authority on requisition shall have to bear the cost towards the remuneration payable to the Driver for rendering required service.
8. The Driver of the vehicle must have a valid commercial Driving License for driving light transport passenger vehicles and should be sufficiently experienced in driving light motor vehicle.
9. A sum of Rs. 5,000/- shall have to deposit by the quotationer/tenderer in shape of Account Payee Bank Draft drawn in favour of the District Welfare Officer, Subarnapur,

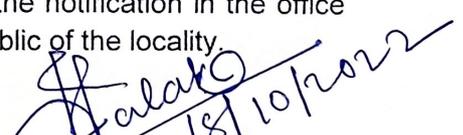
10. The monthly hire charges of the vehicle at which the quotationer /tenderer intends to engage shall be quoted in the General bid information (excluding fuel and lubricants).
11. The vehicle must achieve a minimum fuel efficiency of 17 Kms. Per litre or as per actual mileage if the vehicle performs well beyond the minimum efficiency of 17 Kms. with maximum hire charges of Rs. 20,000/- only per month.
12. Details of the make, model and year of manufacture of the vehicle, it's registration no. along with mileage per litre, name of the Driver with Driving License No. and period of validity should specifically be provided in the General bid information to be furnished along with the Quotation / Tender.
13. **The Quotation completed in all respect should reach to the undersigned on or before 29-10-2022 by 2.00 P.M. and shall be opened on the same day at 4.00 P.M in the ST & SC Development Section, Collectorate, Subarnapur by the Committee.** The quotationers / authorized representatives of the firm may remain present during opening of the quotation, if they so desire. The application form of quotation / tender containing General Bid Information & Terms and Conditions for Hiring of vehicle will be available with the District Welfare Officer, Subarnapur on payment of Rs.100/- only or can be downloaded from Subarnapur District Portal(www.subarnapur.nic.in) from 19.10.2022 onwards till such time as specified in the paragraph mentioned above. In case the application form is downloaded from the websites, the applicant shall furnish a Demand Draft for Rs.100/- (Rupees One Hundred) only towards the cost of application along with the application.
14. The present requirement of vehicle is one but more vehicles shall be empaneled for future requirement, if any or for engagement as and when circumstances warrants so if the services of the vehicle approved and engaged is found deficient enough to dis-engage the same without assigning any reason thereof.
15. The Authority reserves the right to cancel any/all the quotations/tenders without assigning any reasons thereof.
16. Overwriting in respect of figures and words in any manner shall not be acceptable.


18/10/2022
District Welfare Officer,
Subarnapur

Memo No. 1193 /Accounts, Dated 18 -10-2022

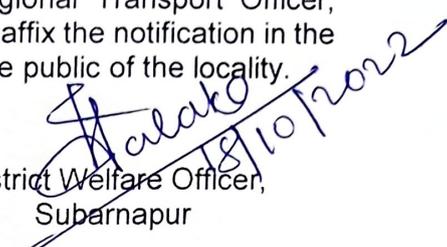
Copy to Notice Board of Office of the District Welfare Officer, Subarnapur

Copy forwarded to all Tahasildars/All BDOs/All Sub-Collectors under Subarnapur district for information and necessary action. They are requested to affix the notification in the office notice board for wide publicity of the matter for awareness of the public of the locality.


18/10/2022
District Welfare Officer,
Subarnapur

Memo No. 1194 /Accounts, Dated 18 -10-2022

Copy along with copy of the enclosure forwarded to Regional Transport Officer, Subarnapur for information and necessary action. He is requested to affix the notification in the office notice board for wide publicity of the matter for awareness of the public of the locality.


District Welfare Officer,
Subarnapur

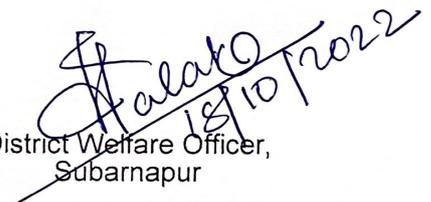
Memo No. 1195 /Accounts, Dated 18 -10-2022

Copy along with copy of the enclosure forwarded to the Under Secretary to Government, ST & SC Development, M & BCW Department for information and necessary action.


District Welfare Officer,
Subarnapur

Memo No. 1196 /Accounts, Dated 18 -10-2022

Copy along with copy of the enclosure forwarded to the District Informatics Officer, National Informatics Centre, Subarnapur for information and necessary action. He is requested to web hoist the above Quotation/Tender Call Notice along with its enclosure for awareness among the intending participants of the above tender process.


District Welfare Officer,
Subarnapur

**Service Provider
Agreement**

1. This Agreement is made on this _____ day of _____ (Month) _____ (Year) on the order 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. 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 Principal.

3.1 Extension of the tenure of contract

The contract can be extended for a maximum period of three (3) years from the date of deployment of the vehicle subject to mutual consent of both the parties.

4. The Service Provider Obligation:

- 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:

- 4.14 The Agency shall be responsible for the acts and deeds of drivers of the vehicles that include following:
- 4.15 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 STATE MOTOR VEHICLES RULES (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 ill 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. Tires & 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 / or 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 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.

- 4.29 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&AJ 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.
- 4.31 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.
- 4.32 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.
- 4.33 The mileage count will start from the location of pickup and no extra kilometers 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 Or) 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 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 WHERE OF the parties hereto have subscribed their respective

hand this _____ day of _____ first above written.

FOR AND ON **BEHALF OF** Governor of Odisha

(AUTHORISED
Principal

SIGNATORY)

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 VEHICLE

- 1 Registration No. of Vehicle
- 2 Type of Vehicle (AC / Non-AC)
- 3 Year of Manufacture
- 4 Model
- 5 Date of registration
- 6 Name & complete address of the owner of vehicle
- 7 Fitness Certificate validity
- 8 Permit Validity
- 9 Insurance Validity
- 10 Name / Address of the Driver
- 11 D.L. No. & Validity of the D.L. of the Driver
- 12 Proposed hire Charges of the vehicle per month excluding fuelcost
- 13 Rate of fuel consumption / Mileage per litre
- 14 Contact Number of the Service provider (Tenderer / Quotationer) Mobile..... Telephone
- 15 Name & Address of the Service Provider
- 16 Has the Service Provider provided vehicles to any Govt. Departments /Officers (Yes/No)
- 17 If, Yes please mention the name of the Department / Office andNo. of vehicles provided.

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

Seal & Signature of the
Quotationer / Tenderer